

Prepared by and Return to:

Rebecca L. Pitman, Esq.
American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Legal Representative
ATC Site #: 273970
ATC Site Name: Denver Jct Co

101594-R

MEMORANDUM OF LEASE

Grantor:

MCI Communications Services, Inc.
2400 North Glenville Drive
Richardson, TX 75082

Grantee:

American Towers, Inc.
10 Presidential Way
Woburn, MA 01801

Dated: June 30, 2010

Legal Descriptions:

Additional Legal Description is on Exhibit A of Document

Assessor's Property Tax Parcel Account Number:

Site Name Denver Jct CO/Site Number 273970

MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** (this "**Memorandum**") is entered into on the 30th day of June, 2010 by and between MCI Communications Services, Inc. ("**Lessor**"), and American Towers, Inc. ("**Lessee**").

NOTICE is hereby given of the following described Lease, for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Lease:** Lessor and Lessee entered into that certain Tower Site Lease Agreement for Retained Fee Properties dated June 30, 2010 (as amended, the "**Lease**"), whereby the Lessee leases a portion of the real property owned by Lessor located in Arapahoe County, Colorado (the "**Parent Parcel**"), such portion being more particularly depicted or described on Exhibit "A" hereto, together with certain easements for access and public utilities and, if applicable, easements for guy wires and guy anchor easements (collectively, the "**Leased Premises**").
2. **Expiration Date:** Subject to the terms of the Lease, and assuming the exercise by Lessee of all renewal options currently in the Lease, the final expiration date of the Lease would be July 1 2039. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option to renew the term of the Lease.
3. **Leased Premises:** The Leased Premises, together with any access or utility easements granted to Lessee is described or depicted on Exhibit A, attached hereto.
4. **Additional Provisions.**
 - a. **Government Approvals:** Lessor shall fully cooperate with Lessee and Lessee's sublessees and licensees ("**Lessee's Customers**") efforts to obtain and maintain in effect all governmental approvals. Lessee shall perform all other acts and pay all reasonable expenses required to obtain any approvals deemed necessary by Lessee. Lessor irrevocably authorizes Lessee, Lessee's Customers, and their agents to file applications as Lessor's agent with governmental authorities, which applications relate to Lessee and Lessee's Customers' intended use of the Leased Premises, including but not limited to, land use and zoning applications. Lessor agrees not to oppose any requests for such approvals and agrees to execute in a timely manner, but no longer than 15 days after the request therefor, any documentation related to such approvals. Lessor's failure to comply with this provision shall constitute a material breach of the Lease.
 - b. **Transfer/Assignment by Lessor.** The Lease provides that Lessor shall not transfer, assign, sell, or convey any or all interest of the Leased Premises or the Lease to any third party unless such party specifically assumes the terms of the Lease in writing at or before the time of such assignment, sale or conveyance, and prior to such transfer Lessee is notified of the transfer in writing. Any transfer by Lessor in violation of this provision shall render any such transfer (whether by operation of law or not), at the option of Lessee, invalid and void.
 - c. **License or Sublease by Lessee.** Lessee may sublet or license any part of the Leased Premises for any permissible use under the Lease at any time without notice to, or consent from, Lessor. Lessee and

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Lessee's sublessees and licensees shall be entitled to use the Leased Premises for any use not prohibited in the Lease, and the provisions of the Lease shall benefit Lessee's Customers.

- a. Right of First Refusal: Lessee retains a Right of First Refusal on the sale of all, or any portion of, or interest in, the Parent Parcel or the Leased Premises.

5. **Notice:** Notices may be sent to the appropriate parties as follows:

Lessor: MCI COMMUNICATIONS SERVICES, INC.
2400 North Glenville Drive
Richardson, TX 75082
Attention: Manager, Network Contract Services

With a copy to:
Verizon Legal Department
2400 North Glenville Drive
Richardson, TX 75082
Attn: Lynn Darrow Carson, Esq.

Lessee: American Towers, Inc.
American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

With a copy to:
American Towers, Inc.
American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

6. **Effect:** This Memorandum is not a complete summary of the terms and conditions contained in the Lease. Provisions in the Memorandum should not be used in interpreting the Lease provisions. In the event of a conflict between this Memorandum and the Lease, the Lease will control.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, Lessor and Lessee have each executed this Memorandum as of the day first above written.

LESSOR:

MCI Communications Services, Inc.

By: Lisa E Kahn
Print Name: Lisa E. Kahn
Title: Manager, Network Contract Services

ACKNOWLEDGMENT

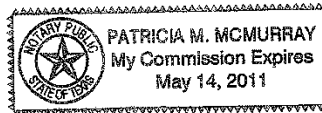
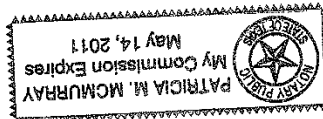
State of Texas)

County of Dallas)

On August 6, 2010 before me, Patricia Maria McMurray (here insert name), a Notary Public, personally appeared Lisa E. Kahn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Patricia Maria McMurray
Notary Public
Print Name: Patricia Maria McMurray
My commission expires: May 14, 2011



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LESSEE:

American Towers, Inc.

By: 

Print Name: Jason D. Hirsch

Title: Vice President -- Land Management & Acquisitions

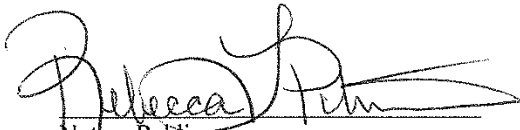
ACKNOWLEDGEMENT

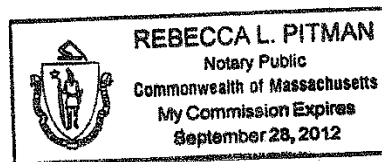
State of Massachusetts

County of Middlesex

On 6/30/10 before me, Rebecca L. Pitman (here insert name), a Notary Public, personally appeared Jason D. Hirsch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public
Print Name: Rebecca L. Pitman
My commission expires: 9/28/2012



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EXHIBIT A
TO MEMORANDUM OF LEASE

SITUATE IN THE COUNTY OF ARAPAHOE, STATE OF COLORADO:

PARENT TRACT:

LOT 1, BLOCK 1, MCI SUBDIVISION FILING NO. 1, AS RECORDED IN PLAT BOOK 127 PAGE 6 OF ARAPAHOE COUNTY RECORDS.

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