

BOOK 0377 PAGE 2248

Please Return to:  
Intercounty Clearance Corporation  
240 West Avenue  
New York, NY 10001-1886



11209-CA  
MO-TANNEY  
C49160

✓ PREPARED BY:  
Sullivan & Worcester LLP  
One Post Office Square  
Boston, Massachusetts 02109  
Attn: Sander Ash, Esq.  
617 338-2967

**SHORT FORM MASTER GROUND LEASE AGREEMENT**

041854

THIS SHORT FORM MASTER GROUND LEASE AGREEMENT (the "Short Form"), is made and entered into on this 1<sup>st</sup> day of May, 2000 (the "Effective Date") by and between AT&T CORP., a New York corporation, formerly known as American Telephone and Telegraph Company, for itself and on behalf of any Affiliate (the "Landlord") and AMERICAN TOWER MANAGEMENT, INC., a Delaware corporation, having as its address c/o American Tower Corporation, 116 Huntington Avenue, Boston, MA 02116 (the "Tenant").

WITNESSETH THAT:

WHEREAS, pursuant to the terms of that certain AT&T Master Ground Lease Agreement having an Effective Date of May 31 2000 (the "Lease"), Landlord leased and demised to Tenant part of a larger tract owned or otherwise held by Landlord, which such larger tract is more particularly described on Exhibit "A" annexed hereto (the "Land"), and which such leased and demised area is more particularly described on Exhibit "B" annexed hereto (the "Premises"), all subject to the terms and conditions of the Lease. The Premises are leased together with a non-exclusive easement from the public right-of-way over, upon and across the Land for the purpose of parking, pedestrian and vehicular access to and from the Premises twenty-four (24) hours a day seven (7) days per week and a non-exclusive easement for the Term, over, upon, under and across the Land for the purpose of the installation, construction, maintenance and operation of utility lines including, but not limited to, co-axial cables, fiber optic cables, electrical wires and other lines used for communications.

1. DEFINED TERMS:

Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Lease.

2. TERM

For each Premises, the Lease shall be for the Initial Term of twenty-five (25) years commencing upon the Effective Date. Tenant shall have the absolute and unconditional right to extend the Initial Term for each Premises for five (5) successive periods of ten (10) years each on the terms and conditions set forth in the Lease.

3. RESERVED EASEMENT

(a) By its acceptance of this Lease, Tenant acknowledges and agrees Landlord has and hereby does reserve an exclusive, perpetual easement and right-of-way for the benefit of Landlord, its Affiliates and its and their respective transferees, successors and assigns, for the purpose of installing, operating, maintaining, repairing, removing and replacing underground telecommunication cables and conduits of Landlord, its Affiliates and its and their respective transferees, successors and assigns, together with manholes, markers and surface testing terminals and any regeneration pits or other above surface improvements existing upon, over and under the

MO2520

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Property as of the date first-above written (collectively, the "Easement Area Equipment"), in such locations (the "Easement Area") where (i) the Easement Area Equipment is currently located and with respect to subsurface installations, as is marked by utility installation markers, and (ii) should there be no existing Easement Area Equipment installed on the date hereof, Easement Area Equipment may be installed within an Easement Area, the location of which Tenant may hereafter approve, which approval shall not be unreasonably withheld, conditioned or delayed (taking into account Tenant's then current use of the burdened Property and the reasonable future use thereof). By its acceptance of this Lease, the Tenant acknowledges its intent to find at least one location for the Reserved Easement. Such Easement Area shall be a minimum of sixteen and one half (16 1/2) feet in width and a maximum of thirty (30) feet in width. Should the Easement Area Equipment now installed (or that initially installed in the future) not encumber the maximum Easement Area, additional Easement Area Equipment may be constructed or installed within such Easement Area and, with respect to any underground cabling, conduits, wires, lines or similar improvements, such additional Easement Area Equipment shall be installed in a line parallel to and equidistant from the first cable laid, provided sufficient area is available in the reasonable discretion of Tenant taking into account Tenant's then current use of the burdened Property and the reasonable future use thereof. Landlord shall install, maintain and replace, as appropriate, surface markers indicating the location of the Easement Area Equipment.<sup>1</sup>

(b) Landlord further reserves the following rights and powers incidental to the Easement

Area and the "Temporary Easement Area" (as hereinafter defined):

(i) A non-exclusive temporary right-of-way and easement (the "Temporary Easement") to be used solely for the purpose of installing, repairing, removing or replacing Easement Area Equipment upon a strip of land ten (10) feet wide on either side of Easement Area (the "Temporary Easement Area"); provided, sufficient area is then available, taking into account Tenant's then current use of the burdened Property. Subject to the foregoing limitation, Landlord shall be entitled to park its vehicles and store its materials in the Temporary Easement Area in connection with the Landlord's exercising its rights under the Temporary Easement.

(ii) If the Easement Area or the Temporary Easement Area is not accessible other than by crossing over other portions of the Property, the right of vehicular and pedestrian ingress and egress over such portion of the Property as Tenant shall from time to time designate for such purposes to and from the Easement Area or the Temporary Easement Area, as the case may be, in connection with the exercise of the Temporary Easement rights or the Easement rights;

(iii) The right to clear all trees, roots, brush, vines, overhanging limbs and other obstructions from the surface and subsurface of the Easement Area and, in connection with the exercise of the Temporary Easement Rights, the surface or subsurface of the Temporary Easement Area.

<sup>1</sup> See Special Stipulation 1 hereto, which is applicable only to the Glasgow, DE Premises (GL Code DE 0380).

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(c) Except as provided in paragraph (a) above, no excavation, building, structure or obstruction will be constructed, erected, built or permitted in or on the surface of the Easement Area and no change will be made by grading or otherwise to the surface or subsurface of the Easement Area. Provided there is no interference with above ground installations located upon or across the Easement Area, Tenant shall have the right to use the surface of the Easement Area for vehicular and pedestrian ingress and egress, except that such use shall exclude heavy trucks, equipment and construction vehicles which could impair the use of or damage the Easement Area Equipment. Should Tenant or Tenant's designees desire to use a portion of the Easement Area, Landlord shall not unreasonably withhold, delay or condition its consent to a proposed use; taking into account Landlord's existing use and the planned reasonable future use thereof; and provided, further, Landlord may condition its consent to Tenant's use of the Easement Area being subject to the same conditions respecting the use thereof by Landlord as are set forth in subparagraph (c) hereinbelow.

(d) Any party seeking to construct, install or maintain any subsurface installations shall call the appropriate utility line location service (e.g., Miss Dig) to determine the location of any Landlord or Tenant installed communications systems and utilities prior to the commencement of any work on the Property.

(e) The foregoing reservations are intended to benefit Landlord, its Affiliates and its and their respective transferees, successors and assigns, and are subject to the following terms and conditions each of which shall be binding upon Landlord, its Affiliates, and its transferees, successors and assigns, as the case may be (each of which of the foregoing parties is for the purpose of this subparagraph (e) referred to as a "Beneficiary" or collectively, if applicable, the "Beneficiaries" and each Beneficiary by its exercising of any right reserved to it

hereunder shall have agreed to be bound by the following), and each of which shall be effective only from and after the date hereof:

(i) Except to the extent caused by or resulting from the negligence or willful misconduct of Tenant, from and after the date hereof, the Beneficiaries shall defend, indemnify and hold harmless Tenant, its officers, directors, employees, partners, tenants, invitees, licensees and contractors from all costs, damages, expenses (including, without limitation, reasonable attorneys' fees and disbursements), foreseen or unforeseen arising (directly or indirectly) after the date hereof from or in connection with the exercise by any Beneficiary of any right reserved unto the Beneficiaries in this reservation, the installation, maintenance, operation, removal, replacement or presence, in each case after the date hereof, of the Easement Area's Equipment and other property at the Property, any work or thing done or condition created by Beneficiary after the date hereof at the Property, and any and all costs (including attorneys' fees) of enforcing the terms of subparagraphs (a) through (c) hereof. The foregoing indemnity is intended to apply only with respect to the Landlord's Reserved Easement and shall not apply to any other Land which is the subject of this Lease.

(ii) Except in the case of emergency when notice reasonable under the circumstances shall be given and except in the case of normal patrols of the Easement Area for the purpose of observing the presence of surface markers or erosion for which no notice is required, Beneficiary shall give reasonable prior written notice before entering upon the

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Property. Such notice(s) shall set forth in reasonable detail any and all work and actions to be undertaken in connection with such entry.

(iii) Beneficiary shall not suffer or permit any lien to be filed, or shall promptly bond over such lien, against the Property relating to, or arising out of, work performed or materials supplied by or for Beneficiary after the date hereof.

(iv) All work performed by Beneficiary relating to the Easement shall be reasonably coordinated with Tenant and with other work being performed at the Property (taking into account any emergency conditions which may exist). Beneficiary shall promptly repair any damage to the Property occasioned by its exercise of any of its rights related to the Easement or the Temporary Easement.

(v) Beneficiary shall secure all necessary licenses, permits and other governmental approvals before performing any work at the Property and shall, from and after the date hereof, comply with all applicable laws governing its use of the Easement Area, and shall carry, if required by applicable law, and cause each of its contractors and subcontractors to carry, workers' compensation insurance in statutory amounts.

(vi) The agreements, easements, covenants, conditions, undertakings, restrictions, rights, privileges made, granted or assumed, or reserved, as the case may be, by Tenant, the Beneficiaries or Landlord, as the case may be, are made not only personally for the benefit of the other parties hereto but also shall run with the land and constitute an

equitable servitude on the portion of the land owned by such party appurtenant to the Property, the Easement Area, or the Temporary Easement Area, as the case may be. Any transferee of all or any portion of the Property or all or any portion of the Easement Area or Temporary Easement Area shall be deemed automatically by acceptance of the same, to have assumed all obligations herein set forth and to have agreed with the party then burdened by the rights herein created and reserved to execute any and all instruments and to do any and all things reasonably required to carry out the intention of the agreements herein set forth, and the transferor shall upon completion of such transfer involving all of its interest in the Easement Area or the Temporary Easement Area and upon the giving of written notice of such transfer to the other be relieved of all further liability with respect to the Property, Easement Area and/or the Temporary Easement Area transferred, except liability with respect to matters that may have arisen from and after the date hereof and prior to the date of transfer. The written notice of transfer shall include the name and address of the transferee.

(vii) If the consolidated net worth of the Beneficiaries who are obligated under the indemnity contained in this subparagraph (e) is at any time less than \$100,000,000.00, as determined by generally accepted accounting principles consistently applied, the within reservations shall terminate unless at all times thereafter the Beneficiaries maintain for the benefit of Tenant evidence of insurance reasonably satisfactory to Tenant. In such case, the Beneficiaries shall maintain and deliver from time to time as reasonably

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requested by Tenant evidence of such insurance reasonably satisfactory to Tenant so long as such party is a Beneficiary of the Easement. By acceptance of this Lease, the Tenant acknowledges that evidence of commercial general liability insurance in the minimum amount of \$2,500,000 (or such amount shall be reasonably adjusted from time to time to account for inflation) shall be a reasonable amount of commercial general liability insurance acceptable to Tenant. Unless the stock of Beneficiary or, if Beneficiary is a subsidiary of the Landlord, the stock of its parent company shall then be publicly traded, Beneficiary shall provide evidence of its net worth to Tenant from time to time upon Tenant's request.

20041854

REC. FEE: 45.00  
PAGES: 10

KATHERINE CLARKSON, RECORDER OF TANEY COUNTY, MO, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, WAS, ON 11-30-2000 AT 3:39:58 PM DULY FILED FOR RECORD AND IS RECORDED IN THE RECORDS OF THIS OFFICE IN BOOK 377 AT PAGE 2252-2257 IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT FORSYTH, MO, ON THIS DATE: 11-30-2000  
KATHERINE CLARKSON, RECORDER  
*Katherine Clarkson*, DEPUTY

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IN WITNESS WHEREOF, LANDLORD and TENANT have duly executed and sealed this Short Form of Master Ground Lease Agreement as of the day and year first above written.

LANDLORD:

AT&T CORP., a New York corporation, formerly known as American Telephone and Telegraph Company

By: Richard S. Adler, Manager  
AT&T Corp., Global Real Estate



(CORPORATE SEAL)

In the State of Georgia, County of Fulton, on this 31<sup>st</sup> day of May, 2000, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard S. Adler, Manager, AT&T Corp., Global Real Estate, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as free act and deed of the said corporation.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Mary K. Fields  
Notary Public  
My term expires:

(NOTARIAL SEAL)



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TENANT:

AMERICAN TOWER MANAGEMENT, INC., a Delaware corporation

By: Sue B Chapman  
Name: **Sue B. Chapman**  
Title: **Asst. Secretary**

(CORPORATE SEAL)

In the State of Georgia, County of Fulton, on this 31<sup>st</sup> day of May, 2000, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sue B Chapman, the Asst. Sec. of American Tower Management, Inc., a Delaware corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as free act and deed of the said corporation.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Gayle A Higber  
Notary Public  
My term expires: 5-27-03

(NOTARIAL SEAL)



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SITE NAME: HOLLISTER, MO  
GLC: MO2520  
LINE NO: A744

EXHIBIT "A"

The following described lots, tracts or parcels of land, lying, being and situated in the County of Taney and State of Missouri, to-wit:

That part of Lot 3 of the Southwest Fractional Quarter of Section Thirty-one (31), Township Twenty-two (22) North, Range Twenty-one (21) West, particularly described as follows:

Beginning at the Northwest corner of said Lot 3 of the Southwest Quarter of said Fractional Section 31 and proceeding along the range line at a bearing of South 1° 28' West for a distance of 357.4 feet, thence Easterly on a bearing of South 88° 57' East for a distance of 153.3 feet to a concrete marker which is a new point of beginning and is the Northwest corner of the tract herein conveyed.

From the new point of beginning proceed Easterly on a bearing of South 88° 57' East for a distance of 300 feet to a concrete marker, thence Southerly on a bearing of South 1° 06' West for a distance of 714.19 feet to a concrete marker, thence Northwesterly along the North and East Right of Way Line of U. S. 65 Highway on a bearing of North 40° 51' West for a distance of 449.15 feet to a concrete marker, thence Northerly on a bearing of North 1° 08' East for a distance of 380.60 feet to the point of new beginning described above. All lying in Taney County, Missouri and being approximately 3.77 acres.

Being the same tract or parcel of land as conveyed to American Telephone and Telegraph Company by the Conservation Commission of the State of Missouri by Quit Claim Deed dated January 12, 1961, recorded January 27, 1961 in Book 161, Page 7, in the Office of the County Recorder for Taney County, State of Missouri.

MO2520-Deed  
AT&T Corp./CCD/MO

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**EXHIBIT B****HOLLISTER, MO – Land Lease Description  
MO2520****041854**

Commencing at a point on the northerly wall of the building where the fence intersects with said wall; Thence travelling along said fence in a northerly direction approximately forty eight (48') feet to a point; Thence continuing along said fence and beyond in a westerly direction approximately forty six (46') feet to a point; Thence in a southerly direction approximately forth eight (48') feet to a point on the building; Thence along the wall of the building in an easterly direction approximately forty six (46') feet to a point and place of beginning. This description is intended to identify that parcel shown on EXHIBIT "B" attached hereto and made a part hereof.

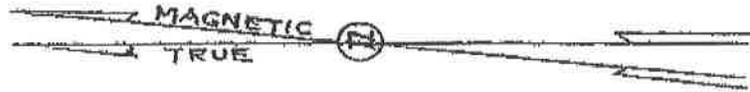
BOOK 0377 PAGE 2257

# EXHIBIT B

HOLLISTER, MO  
MO 2520

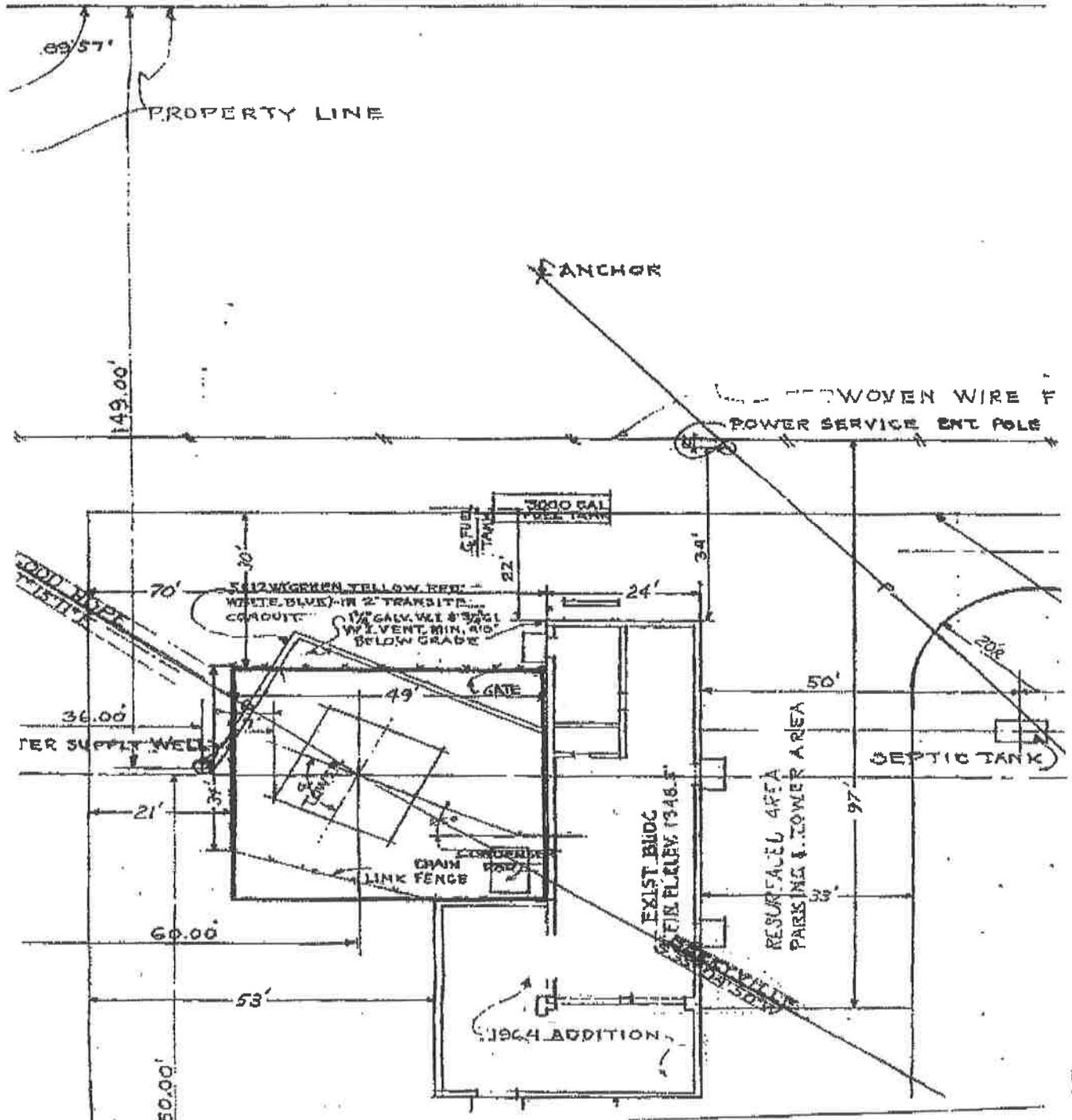
Exhibit B  
Annex B *LS*

Exhibit "B"  
1" = 20' (APPROX.)



041854

EXIST. CONC.  
FOUNDATION





BOOK PAGE  
2009L36848  
08/24/2009 12:08:47PM  
REC FEE:48.00  
NON-STD FEE:  
PAGES: 9  
REAL ESTATE DOCUMENT  
TANEY COUNTY, MISSOURI  
RECORDERS CERTIFICATION  
*Robert A. Dixon*  
ROBERT A. DIXON



**Til-Lakes Title Co., Inc.**

(Space above reserved for Recorder of Deeds Certification)

Title of Document: Assignment and Assumption of Lease Agreement

Date of Document: August 13, 2009

Grantor(s): AM Telecom Properties, Inc.  
P. O. Box 646  
West Plains MO 65755

Grantee(s): Integrated Data Systems, LLC.  
1011 First St. South #400  
Hopkins, MN 55343

**Legal Description:**

A part of Lot 3 of the FrSW1/4 of Section 31, Township 22 North, Range 21 West of the 5th Principal Meridian, Taney County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Lot 3; thence South 01° 28' West along the West line of said Lot 3, 357.4 feet; thence South 88° 57' East 153.3 feet to the POINT OF BEGINNING; thence continuing South 88° 57' East 300 feet; thence South 01° 06' West 714.19 feet to a point on the Northeasterly R/W of Windmill Road (County Road 366-30); thence North 40° 51' West along R/W 449.15 feet; thence North 01° 08' East 360.60 feet to the point of beginning; containing 3.77 acres, more or less.

**Reference Book and Page(s):**

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

2009L36848

## ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

**THIS AGREEMENT AND ASSUMPTION OF LEASE AGREEMENT** (this "Assignment"), dated as of August 13, 2009 ("Effective Date"), by and between **AM TELECOM PROPERTIES, INC.**, a Missouri corporation, for itself and on behalf of its Affiliates ("Assignor"), and **INTEGRATED DATA SYSTEMS, LLC.**, a Delaware limited liability company, ("Assignee"), is being delivered pursuant to the Purchase and Sale Agreement (the "Agreement"), dated as of July 26<sup>th</sup>, 2009 between Assignor, as Seller and Assignee as Buyer.

### RECITALS

A. Pursuant to the Agreement, Assignor agreed to sell to Assignee the Property, as defined in the Agreement, in exchange for the payment of the Purchase Price and Assignee agreed to assume and discharge all of the obligations of Assignor in, to and under the Lease, as defined in the Agreement, related to the Property, as defined in the Agreement; and

B. The execution and delivery of this Agreement by Assignor and Assignee, respectively, is a condition to the obligations of the other party to consummate the transactions contemplated by the Agreement with respect to the Property.

**NOW, THEREFORE**, in consideration of the sale of the Property by Assignor, the assumption of the obligations hereunder by Assignee, the payment of the Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

**SECTION 1. Assignment of the Lease.** Assignor hereby grants, assigns and transfers to Assignee, as of the Effective Date hereof, all of Assignor's right, title and interest in and to the Lease attached hereto as "Exhibit A".

**SECTION 2. Assumption of Liabilities.** As of the Effective Date, Assignee hereby assumes and agrees to perform all of the obligations of Assignor under the Lease; and to assume all liabilities relating to, or arising in connection with the Lease, and the ownership of the Property from and after the Effective Date.

**SECTION 3. Defined Terms.** All defined terms used but not defined herein shall have their respective meanings set forth in the Agreement.

**SECTION 4. Assignment: Third Parties.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party hereto will assign its rights or delegate its obligations under this Assignment prior to Closing, as defined in the Agreement, without the express prior written consent of each other party hereto. Nothing expressed or implied in this Assignment is intended to confer upon any person, other than Assignor and Assignee,

and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

**SECTION 5. Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the choice of law principles thereof.

**SECTION 6. Counterparts; Exhibits.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts for purposes of this Section; provide receipt of copies of such counterparts is confirmed. The Attachments referenced in and attached to this Agreement will be deemed an integral part thereof to the same extent as if written at length herein.

**SECTION 7. No Option.** The submission of an unsigned copy of this Assignment to Assignor shall not constitute an offer or option with respect to the matters contained herein. This Assignment shall become effective and binding only upon execution and delivery by Assignor and Assignee.

**SECTION 8. Attorney Fees.** In the event of a dispute arising under this Section Amendment, the prevailing party shall be entitled to recover all reasonable attorneys' fees.

**SECTION 9. Mutual Authority.** Assignor and Assignee represent and warrant to each other that they have full right, power and authority to enter into this Assignment without the consent or approval of any other entity or person and make these representations knowing that the other party will rely thereon. Furthermore, the signatory on behalf of Assignor and Assignee further represent and warrant that they have full right, power and authority to act for and on behalf of Assignor and Assignee in entering into this Agreement.

**SECTION 10. Time.** Time is of the essence with respect to this Assignment.

**SECTION 11. Entire Agreement.** This Assignment, together with the Agreement, contains the entire agreement between Assignor and Assignee with respect to the matters stated herein and both parties acknowledge that neither relies upon any statements or representations by the other not contained herein. This Assignment can only be modified in writing by obtaining the signature of all parties referenced herein.

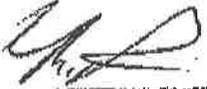
IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

ASSIGNEE:

AM TELECOM PROPERTIES, INC.

INTEGRATED DATA SYSTEMS, LLC.

By:   
Its: 10/01/2009

By:   
Its: \_\_\_\_\_

Dated: 8-13, 2009

Dated: 8-12, 2009



**ACKNOWLEDGMENT**  
(Corporation)

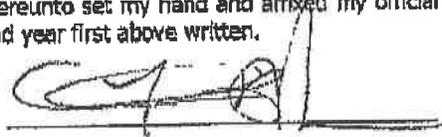
**STATE OF MISSOURI**

County of Taney

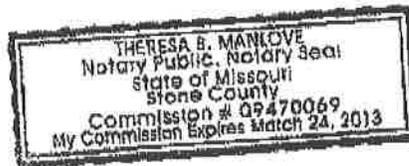
}  
} ss.  
}

On this 13 day of August, A.D. 2009, before me personally appeared Blake Bowers to me personally known, who being duly sworn, did say that he is the vice president of AM Telecom Properties, Inc.; that the seal affixed to this instrument is the corporate seal of said corporation [that the corporation has no seal]; and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Blake Bowers acknowledged said instrument to be the free act and deed of said corporation.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal, at my office in said county and state, the day and year first above written.



Notary Public County of \_\_\_\_\_  
My Commission expires \_\_\_\_\_



**ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT** (this "Assignment"), dated as of 4-2-1, 2007 ("Effective Date"), by and between **AT&T CORP.**, a New York corporation, for itself and on behalf of its Affiliates ("Assignor"), and **AM TELECOM PROPERTIES INC.**, a Missouri corporation, ("Assignee"), is being delivered pursuant to the Purchase and Sale Agreement (the "Agreement"), dated as of March 27, 2007, between Assignor ("AT&T") and Assignee (as "Buyer").

**RECITALS**

A. Pursuant to the Agreement, Assignor agreed to sell to Assignee the Property, as defined in the Agreement, in exchange for the payment of the Purchase Price and Assignee agreed to assume and discharge all of the obligations of Assignor in, to and under the Lease, as defined in the Agreement, related to the Property, as defined in the Agreement; and

B. The execution and delivery of this Assignment by Assignor and Assignee, respectively, is a condition to the obligations of the other party to consummate the transactions contemplated by the Agreement with respect to the Property.

NOW, THEREFORE, in consideration of the sale of the Property by Assignor, the assumption of the obligations hereunder by Assignee, the payment of the Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

**SECTION 1. Assignment of the Lease.** Assignor hereby grants, assigns and transfers to Assignee, as of the Effective Date hereof, all of Assignor's right, title and interest in and to the Lease attached hereto as Exhibit "A".

**SECTION 2. Assumption of Liabilities.** As of the Effective Date, Assignee hereby assumes and agrees to perform all of the obligations of Assignor under the Lease;

Purchase and Sale Agreement  
AT&T CORP.  
Site Name: Molliner, MO  
CIB: M02520 / CILE: H18TMO00010  
12/27/05

2009L36848

**SECTION 2. Assumption of Liabilities.** As of the Effective Date, Assignee hereby assumes and agrees to perform all of the obligations of Assignor under the Lease; and to assume all liabilities relating to, or arising in connection with the Lease, and the ownership of the Property from and after the Effective Date.

**SECTION 3. Defined Terms.** All defined terms used but not defined herein shall have their respective meanings set forth in the Agreement.

**SECTION 4. Assignment Third Parties.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party hereto will assign its rights or delegate its obligations under this Assignment prior to Closing, as defined in the Agreement, without the express prior written consent of each other party hereto. Nothing expressed or implied in this Assignment is intended to confer upon any person, other than Assignor and Assignee, and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

**SECTION 5. Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the choice of law principles thereof.

**SECTION 6. Counterparts Exhibits.** This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts for purposes of this Section; provided receipt of copies of such counterparts is confirmed. The Attachments referenced in and attached to this Assignment will be deemed an integral part hereof to the same extent as if written at length herein.

**SECTION 7. No Option.** The submission of an unsigned copy of this Assignment to Assignor shall not constitute an offer or option with respect to the matters contained herein. This Assignment shall become effective and binding only upon execution and delivery by Assignor and Assignee.

**SECTION 8. Attorney Fees.** In the event of a dispute arising under this Second Amendment, the prevailing party shall be entitled to recover all reasonable attorneys' fees.

Purchase and Sale Agreement  
ATRT CORP.  
Site Name: Wolfner, MO  
CHD: M02520 / C.I.L. PLSTW000010  
12/27/06

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2009L36848

SECTION 9 Mutual Authority: Assignor and Assignee represent and warrant to each other that they have full right, power and authority to enter into this Assignment without the consent or approval of any other entity or person and make these representations knowing that the other party will rely thereon. Furthermore, the signatory on behalf of Assignor and Assignee further represent and warrant that they have full right, power and authority to act for and on behalf of Assignor and Assignee in entering into this Assignment.

SECTION 10. Time: Time is of the essence with respect to this Assignment.

SECTION 11. Entire Agreement: This Assignment, together with the Agreement, contains the entire agreement between Assignor and Assignee with respect to the matters stated herein and both parties acknowledge that neither relies upon any statements or representations by the other not contained herein. This Assignment can only be modified in writing by obtaining the signature of all parties referenced herein.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:  
AT&T CORP., a New York corporation

By: [Signature]

Title: Asst. Mgt. Dir.

ASSIGNEE:  
AM TELECOM  
PROPERTIES, a Missouri corporation

By: [Signature]

Title: President

Purchase and Sale Agreement  
AT&T CORP.  
Sug Name: Hollister, MO  
CFO: MO2320 / CELL: JLSTMQJm  
12/27/08

END OF DOCUMENT



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REC FEE:36.00  
NON-STD FEE:  
PAGES: 5  
REAL ESTATE DOCUMENT  
TANEY COUNTY, MISSOURI  
RECORDERS CERTIFICATION

*Robert A. Dixon*  
ROBERT A. DIXON



PREPARED BY AND AFTER  
RECORDING RETURN TO:  
LINDERLAKE CORPORATION  
9981 West 190<sup>th</sup> Street, Suite H  
Mokena, Illinois 60448  
(708) 478-7012  
Attn: Danny L. Cossich

RELEASE OF CLAIMS

THIS RELEASE OF CLAIMS ("Release of Claims") is given by AM Telecom Properties Inc., a Missouri corporation, (hereinafter referred to as "Buyer"), whose address is PO 646 West Plains, Missouri 65775, effective as of the 24 day of April, 2007.

WHEREAS, AT&T CORP., a New York corporation, formerly known as American Telephone and Telegraph Company ("Seller"), having an office at One AT&T Way, Bedminster, New Jersey 07921, is contemporaneously herewith conveying to Buyer a certain parcel of land located in Taney County, State of Missouri, that is more particularly described in Exhibit "A" attached to this Release of Claims (the "Sale Property"); and

WHEREAS, a material inducement to Seller to convey the Sale Property to Buyer for the consideration agreed to by Seller and Buyer was the agreement of Buyer to execute and record this Release of Claims in the official lands records of Taney County, State of Missouri;

NOW, THEREFORE, in consideration of the mutual agreements of the parties, of the conveyance by Seller of the Sale Property for the consideration stated in the deed of conveyance, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, Buyer hereby agrees as follows:

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1. Buyer has inspected the Sale Property and accepts the Sale Property in its present condition, as is, as of the effective date of this Release of Claims, subject to all defects and conditions, both apparent and latent, if any.

2. To the extent permitted by law, Buyer, for Buyer and for Buyer's successors and assigns, and future grantees or holders of any interest in the Sale Property, forever waives, releases and agrees not to make any claim, whether directly or by way of contribution, for any relief whatsoever, against Seller, any of its parent companies, and any subsidiaries of Seller or any company directly or indirectly controlled by Seller or any parent company of Seller ("AT&T & Affiliates"), under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or any federal, state or local statute or regulation or any federal or state common law whether now existing or applicable or hereinafter enacted or applicable, providing for any right of recovery for any environmental matter relating to or arising out of the Sale Property.

3. This Release of Claims will be binding the Buyer and Buyer's heirs, executors, successors and assigns, and will inure to the benefit of AT&T & Affiliates and their respective successors and assigns.

4. The Buyer will indemnify, defend and hold harmless AT&T & Affiliates from and against all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees, expert witness fees and other costs of defense) for injury, including death to any person, or damage or loss of any kind to the Sale Property, that may arise out of or in connection with any conditions that exist on or around the Sale Property, including all environmental conditions, on the date hereof or subsequent to the date hereof.

5. This Release of Claims will be recorded in the official land records of Taney County, State of Missouri, immediately subsequent to the recordation of the deed of conveyance of the Sale Property to Buyer.

IN WITNESS WHEREOF, Buyer has signed, sealed and delivered this Release of Claims.

BUYER:

AM Telecom Properties Inc, a Missouri corporation

By: Victor Bowers

Name: Victor Bowers

By: \_\_\_\_\_

Name: \_\_\_\_\_

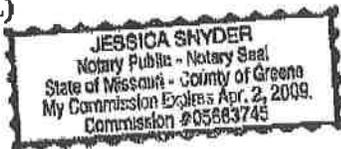
ACKNOWLEDGMENT

STATE OF Howell  
COUNTY OF Missouri

BEFORE ME, the undersigned authority, on this 24th day of April, 2007, personally appeared Victor Bowers, known to me to be the person whose name is subscribed to the foregoing instrument as a president of AM Telecom Properties, Inc., a Missouri corporation, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the Buyer.

Notary Public for the State of Missouri  
Signature: [Signature]  
Print Name: Jessica Snyder  
Residing at: Howell County  
Commission date: 4-2-05

(SEAL)



My commission expires: 4-2-09

**EXHIBIT "A"**

That real property located on Star Route 1, Township of Oliver, County of Taney, State of Missouri including any improvements thereon ("Property"), subject to a Reversion Clause, the Property, being more particularly described as follows:

That part of Lot 3 of the Southwest Fractional Quarter of Section Thirty- One (31), Township Twenty- Two (22) North, Range Twenty- One (21) West in Taney County, Missouri, particularly described as follows:

Beginning at the Northwest corner of said Lot 3 of the Southwest Quarter of said Fractional Section 31 and proceeding along the range line at a bearing of South  $1^{\circ}28'$  West for a distance of 357.4 feet, thence Easterly on a bearing of South  $88^{\circ}57'$  East for a distance of 153.3 feet to a concrete marker which is a new point of beginning and is the Northwest corner of the tract herein conveyed

From the new point of beginning proceed Easterly on a bearing of South  $88^{\circ}57'$  East for a distance of 300 feet to a concrete marker, thence Southerly on a bearing of South  $1^{\circ}06'$  West for a distance of 714.19 feet to a concrete marker, thence Northwesterly along the North and East Right of Way Line of U.S. 65 Highway on a bearing of North  $40^{\circ}51'$  West for a distance of 449.15 feet to a concrete marker, thence Northerly on a bearing of North  $1^{\circ}08'$  East for a distance of 380.60 feet to the point of new beginning described above. All lying in Taney County, Missouri and being approximately 3.77 acres.

Said real property being subject to provisions of any public or private law, municipal, state or federal regulations and such facts as an accurate survey may disclose.

Said real property being subject to all zoning restrictions, rights of way, utility easements, reservations, restrictions and covenants of record or not.

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Being the same lands conveyed to American Telephone and Telegraph Company, a New York corporation, by The Conservation Commission of the State of Missouri, by Quitclaim Deed dated January 12, 1961, and recorded January 27, 1961 in Book 161 on Page 7 in Office of the County Recorder for Taney County, State of Missouri.

Assessors Parcel Number: 17-9.0-31-000-000-016.000  
Address: Star Route 1 Box 300  
Hollister, MO 65672

**END OF DOCUMENT**

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PAGES: 10  
REAL ESTATE DOCUMENT  
TANEY COUNTY, MISSOURI  
RECORDERS CERTIFICATION  
*Robert A. Dixon*  
ROBERT A. DIXON



**Til-Lakes Title Co., Inc.**

**DECLARATION OF GRANT OF EASEMENTS**

This Declaration of Grant of Easements ("Declaration") is made this 12<sup>th</sup> day of August 2009, by Integrated Data Systems, LLC., ("Grantor") a Delaware limited liability company, on behalf of AM Telscom Properties, Inc., ("Grantee") a Missouri corporation.

**WHEREAS**, this Declaration involves certain real property located at Star Route 1, Township of Oliver, County of Taney, State of Missouri; and

**WHEREAS**, Grantee is the current owner of the real property legally described as set forth on Exhibit A, attached hereto (hereafter, the Property"); and

**WHEREAS**, Grantor intends to purchase the Property from the Grantee; and

**WHEREAS**, Grantee desires to construct a telecommunications tower on the Property (the "Future Tower"); and

**WHEREAS**, Grantor intends to grant an easement to Grantee for access to the Property to construct and operate the Future Tower.

**NOW, THEREFORE**, subject to the terms and conditions hereof, this Declaration is hereby duly made, executed, and recorded.

**ARTICLE I - DEFINITIONS**

A. **Defined Terms.** Reference in this Declaration to the following terms shall mean:

1. **Automobiles.** Validly licensed/registered and operable motorized four-wheel vehicles that do not exceed 5,000 pounds in weight.
2. **Building Easement Area.** That portion of the Property upon which Grantee shall be entitled to install an equipment shelter, construct the Future Tower and park automobiles, as described in attached Exhibit B.
3. **Driveway Easement Area.** That portion of the Property designated by Grantor for use by Grantee to access the Tower Site and the Building Area.
4. **Future Tower.** The telecommunications tower to be constructed on the Building Easement Area.
5. **Occupant(s).** An "Occupant" for purposes of this Declaration shall be the Grantee and its successors.
6. **Owner(s).** An "Owner" for purposes of this Declaration shall be the Grantor and its successors as the recorded fee simple owner of the Property or any portion thereof. For purposes hereof, if the Property or any portion thereof is sold under a contract for Deed or leased under a "Ground Lease" (as herein defined) the contract for deed purchaser ("Vendee") and/or ground lessee shall be deemed the Owner in lieu of the record fee simple owner, provided however, that for purposes of amending or modifying this Declaration, the fee simple title owner and the Vendee and/or ground lessee, as the case may be, shall jointly all be deemed the Owner.
7. **Parking Easement Area.** That portion of the Building Easement Area upon which the Grantee can park automobiles.
8. **Permittee(s).** Grantor, Grantee and their respective employees, agents, contractors, customers, vendors, suppliers, visitors, invitees and licensees.
9. **Person(s).** Individuals, partnerships, limited liability companies, corporations, trusts or any other form of business or government entity.
10. **Property.** The real property legally described on Exhibits A.

## ARTICLE II - EASEMENTS

**2.1 GRANT OF EASEMENTS.** Subject to any express conditions, limitations or reservations contained herein, Grantor hereby declares that the Property shall be burdened by the following nonexclusive and perpetual easements which are hereby imposed upon the Property and all present and future Owners of the Property:

**A. BUILDING EASEMENT AREA.** Grantor hereby grants and conveys to the Occupant for its use and the use of its Permittees a non-exclusive, perpetual easement on that portion of the Property described on Exhibit B hereto for the purpose of constructing/installing the Future Tower and installing a building to house the Occupant's necessary equipment for the operation of the Future Tower.

**B. PARKING EASEMENT AREA.** Grantor hereby grants and conveys to the Occupant for its use and the use of its Permittees a non-exclusive, perpetual easement on that portion of the Building Area designated by the Owner, or such other area as agreed to in writing between the Owner and the Occupant, the Occupant shall be entitled to park not more than six (6) Automobiles.

**C. DRIVEWAY EASEMENT AREA.** As a benefit for the Tower Site and the Building Easement Area and the Parking Easement Area, Grantor hereby grants and conveys to the Occupant for its use and for the use of its Permittees, in common with others entitled to use the same, a non-exclusive, perpetual and reciprocal easement for the passage of vehicles over and across the Driveway Easement Area and access points to right of way, as the same may from time to time be constructed and maintained for such uses in the sole discretion of the Grantor.

**2.2 INDEMNIFICATION.** The Occupant shall indemnify and hold harmless the Owner from and against all claims, liabilities and expenses (including reasonable attorney fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Occupant, its contractors, employees, agents, or others acting on behalf of such Occupant.

**2.3 REASONABLE USE OF EASEMENTS.** The easements herein above granted shall be used and enjoyed by each Occupant and Permittee in such a manner as not to interfere with, obstruct or delay the conduct and operations of the business of the Owner or any Lessee of the Owner at any time conducted on the Property, including without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

**2.4 TERMINATION OF EASEMENT FOR NONUSE.** In the event the Occupant fails to operate a telecommunications tower on the Property for 24 consecutive months, this Agreement shall terminate and all rights and privileges provided to the Occupant and/or its Permittees will be null and void.

### ARTICLE III - COSTS

3.1 **TAXES.** All public assessments of any kind, property taxes and other taxes imposed on the Property shall be borne by the Owner of the Property.

3.2 **ALLOCATION OF COSTS FOR MAINTENANCE, RESTORATION AND REPAIR FOR THE TOWER SITE, BUILDING EASEMENT AREA AND DRIVEWAY EASEMENT AREA.** All costs and expenses in connection with the maintenance, restoration and repair of the Driveway Easement Area shall be the Grantor's sole responsibility except, if, after this Agreement is executed, the Grantor constructs a new road to provide the Occupant with access to the Tower Site and/or the Building Area, the Occupant shall be solely responsible for the maintenance, restoration and repair of this new road. All costs and expenses in connection with the maintenance, restoration and repair of the Building Easement Area shall be the Grantor's sole responsibility.

### ARTICLE IV - REMEDIES AND ENFORCEMENT

4.1 **Equitable Remedies.** In the event of a breach or threatened breach by any Occupant or its Permittees of any of the terms, covenants, restrictions or conditions of this Declaration, the Owner shall, in addition to any other available remedy, be entitled forthwith to full and adequate relief by injunction and/or all such other equitable remedies from the consequences of such breach, including specific performance.

### ARTICLE V MISCELLANEOUS

5.1 **COVENANTS RUNNING WITH THE LAND.** It is intended that each of the easements, covenants, conditions and restrictions described and set forth in this Agreement shall run with the Property and create equitable servitudes in favor of the real property benefited hereby, shall bind every Owner and/or other person or entity now or hereafter having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs and personal representatives.

5.2 **NOTICES.** All notices, demands and requests (collectively the "Notice") required or permitted to be given under this Declaration must be in writing and shall be deemed to have been given as the date such notice is (i) personally delivered to the Person intended, (ii) delivered to the then-designated address of the Person intended, (iii) rejected at the then-designated address of the Person intended, provided such notice was sent prepaid, or (iv) sent via facsimile, with electronic acknowledgment of receipt, so long as the original copy is also sent via (i) or (ii) above on the same day.

The Owner and Occupant will be responsible for providing in writing to each other an address upon which notices will be received. Upon at least ten (10) days' prior written notice, the Owner and Occupant shall have the right to change its address to any

other address within the United States of America.

### 5.3 APPROVAL RIGHTS.

(A) Nothing contained in this Declaration shall limit the right of the Owner or the Occupant to exercise its business judgment, or act, in a subjective manner, with respect to any matter as to which it has specifically been granted such right, or the right to act in its sole discretion or sole judgment, whether "objectively" reasonable under the circumstances, and any such exercise shall not be deemed inconsistent with any covenant of good faith and fair dealing otherwise implied by law to be part of this Declaration; and the Owner and Occupant intend by this Declaration to set forth their entire understanding with respect to the terms, covenants, conditions and standards pursuant to which their obligations are to be judged and their performance measured.

(B) Unless provision is made for a specific time period, each response to a request for an approval or consent required to be considered pursuant to this Declaration shall be given by the Person to whom directed within thirty (30) days of receipt. Each disapproval shall be in writing and, subject to (A) above, the reasons shall be clearly stated. If a response is not given within the required time period, the requested Person shall be deemed to have given its approval.

### 5.4 CONSTRUCTION AND INTERPRETATION.

(A) This Declaration and any Exhibits hereto contain all the representations and the entire agreement between the parties executing the Declaration with respect to the subject matter thereof. Any prior negotiations, correspondence, memoranda or agreements are superseded in total by this Declaration and Exhibits hereto.

(B) Whenever required by the context of this Declaration, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa and (ii) use the words "including," "such as" or words of similar import, when following any general items, whether or not language of non-limitation, such as "without limitation," or "but not limited to," are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, terms or matter.

(C) The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Declaration. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Declaration.

(D) Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

(E) This Declaration may be amended by, and only by, a written agreement signed by the Owner and the Occupant and shall be effective only when recorded in the county and state where the Property is located.

**5.5 NEGATION OF PARTNERSHIP.** None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Owner and the Occupant in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. The Owner and Occupant each shall be considered separate and neither the Owner nor the Occupant shall have the right to act as an agent for the other unless expressly authorized to do so herein or by separate written instrument signed by both parties.

**5.6 NOT A PUBLIC DEDICATION.** Nothing herein contained shall be deemed to be a gift or dedication of the Property or any portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of the Owner or Occupant hereto shall inure to the benefit of any third-party no shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

**5.7 EXCUSABLE DELAYS.** Whenever performance is required of any Person hereunder, such Person shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such Person, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused.

**5.8 MITIGATION OF DAMAGES.** In all situations arising out of this Declaration, the Owner and Occupant shall attempt to avoid and mitigate the damages resulting from the conduct of the other. The Owner and Occupant each shall take all reasonable measures to effectuate the provisions of this Declaration.

**5.9 DECLARATION SHALL CONTINUE NOTWITHSTANDING BREACH.** It is expressly agreed that no breach of this Declaration shall (i) entitle the Owner to cancel, rescind, or otherwise terminate this Declaration or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Property. However, such limitation shall not affect in any manner any other rights or remedies which the Owner may have hereunder by reason of any such breach.

**5.10 NO WAIVER.** The failure of the Owner to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Owner may have hereunder, at law or in equity and shall

not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by the Owner of any default under this Declaration shall be effective or binding on the Owner unless made in writing by the Owner and no such waiver shall be implied from any omission by the Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance or the same provision of any other term or provision contained in this Declaration .

**5.11 TIME OF ESSENCE.** Time is of the essence for this Declaration.

**5.12 GOVERNING LAW.** The laws of the State of Missouri shall govern the interpretation, validity, performance and enforcement of this Declaration.

**5.13 ESTOPPEL CERTIFICATES.** The Occupant, within thirty (30) business days of its receipt of a written request from the Owner, shall from time to time provide the Owner a certificate binding upon such Occupant stating: (1) to the best of such Occupant's knowledge, whether the Owner is in default or violation of this Declaration and if so identifying such default or violation, and; (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.



**EXHIBIT A**

A part of Lot 3 of the E1/4SW1/4 of Section 31, Township 22 North, Range 21 West of the 5th Principal Meridian, Taney County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Lot 3; thence South 01° 28' West along the West line of said Lot 3, 367.4 feet; thence South 88° 57' East 153.3 feet to the POINT OF BEGINNING; thence continuing South 88° 57' East 300 feet; thence South 01° 06' West 714.18 feet to a point on the Northeasterly R/W of Windmill Road (County Road 365-30); thence North 40° 51' West along R/W 449.15 feet; thence North 01° 08' East 380.60 feet to the point of beginning; containing 3.77 acres, more or less.

**EXHIBIT B - BUILDING EASEMENT AREA**

A part of Lot 3 of the F<sup>1</sup>SW<sup>1</sup>/<sub>4</sub> of Section 31, Township 22 North, Range 21 West of the 5th Principal Meridian, Taney County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Lot 3; thence South 01° 28' West along the West line of said Lot 3, 357.4 feet; thence South 88° 57' East 153.3 feet to the POINT OF BEGINNING; thence continuing South 88° 57' East 300 feet (the North Line) to a concrete marker which is the Northeast corner of the property subject to the easement; thence South 01° 06' West 125.19 feet (the West Line); thence Westerly parallel to the North Line for a distance of 75 feet; then Northerly parallel to the West line for a distance of 125 feet to a point on the North Line; then 75 feet Easterly on the North Line to the Northeast corner.

END OF DOCUMENT