

28/9
A.P.N. 381360001

WHEN RECORDED RETURN TO:

RECORD AND RETURN TO:
CENTRAL PROPERTY SEARCH
8 LAWN AVENUE SUITE 200
NORRISTOWN, PA 19403

469589-R



E
ENT 15355:2011 PG 1 of 9
JEFFERY SMITH
UTAH COUNTY RECORDER
2011 Feb 22 11:44 am FEE 28.00 BY SW
RECORDED FOR CENTRAL PROPERTY SEAR

Prepared by:
Lake & Cobb, PLC
1095 W. Rio Salado Pkwy, Suite 206
Tempe, AZ 85281

Space above this line for Recorder's Use
Prior recorded document(s) in Utah County, Utah:
None known

MEMORANDUM OF FIRST AMENDMENT TO
PCS SITE AGREEMENT

This Memorandum of First Amendment to PCS Site Agreement is made effective this 27 day of August, 2010 by and between SNARR ADVERTISING, INC., a Utah corporation, with a mailing address of 4728 Deer Creek Road, Salt Lake City, Utah 84117 (hereinafter referred to as "Lessor") and STC FIVE LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, with its principal offices located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Lessee").

Attorney in fact, see exhibit 1 Attached hereto.

1. Lessor and Sprint Spectrum L.P. ("Original Lessee") entered into a PCS Site Agreement dated October 7, 1996 (the "Agreement") whereby Original Lessee leased approximately 450 square feet of real property, together with access and utility easements, located in Utah County, Utah from Lessor (the "Site"), all located within certain real property owned by Lessor which is devoted to cellular communications ("Lessor's Parcel"). Lessor's Parcel, of which the Site is a part, is comprised of the Site and two other sites contiguous thereto,

Bu# 880603 - SNARR PROPOST

one containing approximately 600 square feet and the other containing approximately 750 square feet, and is located in the southeast corner of the following described real property:

Lot 1, Plat "A", EAST BAY NORTH, Provo, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office, Utah.

2. STC Five LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee.

3. Lessor and Lessee confirm and agree that the certain Memorandum of Lease recorded on November 22, 2005 at Entry No. 134698:2005 in the Office of the Utah County Recorder is hereby terminated and replaced with the terms of this Memorandum.

4. The Agreement had an initial term that commenced on October 7, 1996 and expired on October 6, 2001. The Agreement provides for four extensions of five years each, the first and second of which were exercised by Lessee (each extension is referred to as a "Renewal Term"). According to the Agreement, the final Renewal Term expires October 6, 2021.

5. Lessor and Lessee have entered into a First Amendment to PCS Site Agreement (the "First Amendment"), of which this is a Memorandum, providing for four additional Renewal Terms of five years each. Pursuant to the First Amendment, the final Renewal Term expires on October 6, 2041.

6. By the First Amendment, Lessor granted to Lessee the right of first refusal to purchase all, or a portion, of the Lessor's Parcel, under the following terms:

If, during the Lease Term, Lessor receives a valid offer that the Lessor is considers acceptable, and is further contemplating acting on the offer, from any entity (along with any of its affiliates) that owns and operates towers or other facilities for wireless telecommunications or any entity that is in the business of acquiring wireless communication tower ground lease interests such as Lessor's interest in the Agreement and said entity desires to acquire any of the following interests in all or a portion of the Site: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in the Agreement including but not limited to the Rent or revenue derived herefrom, whether separately or as part of the sale, transfer, grant, assignment, lease or encumbrance of a portion of Lessor's Parcel devoted to cellular communications of which the Site is a part ("Lessor's Parcel") or other interest in the Agreement, or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the

purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, a due diligence period, the proposed closing date and, if a portion of Lessor's Parcel is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Parcel or Site or a perpetual easement for the Site. If the Lessor's Notice is for Lessor's Parcel which includes more than the Site and Lessee elects to purchase in fee or acquire a perpetual easement in only the Site, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

7. If requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Site, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Site for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Lessee. In furtherance of the foregoing, Lessor hereby appoints Lessee as Lessor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Lessor's behalf. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

8. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

9. This Memorandum does not contain the social security number of any person.

10. A copy of the First Amendment is on file with Lessor and Lessee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR:
SNARR ADVERTISING, INC., a Utah corporation

By: [Signature]
Print Name: DOUGLAS T. SNARR
Title: PRESIDENT

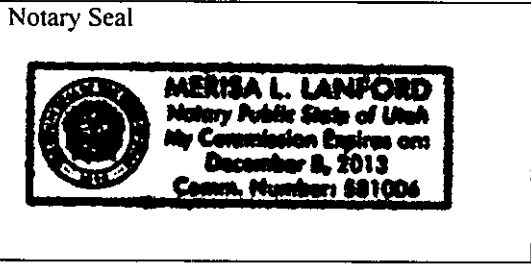
STATE OF Utah
COUNTY OF SALT LAKE

)
)ss.
)



On this 20th day of August 2010, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Douglas T. Snarr, the President of SNARR ADVERTISING, INC., known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Merisa L. Lanford
(Signature of Notary)

My Commission Expires: 12/8/13

Exhibit IAFFIDAVIT REGARDING LIMITED POWER OF ATTORNEY
TO EXECUTE AND RECORD DOCUMENTS

STC FIVE LLC, a Delaware limited liability company ("Grantor"), has appointed GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("Grantee"), of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, as its attorney in fact to act for it in its name and for its benefit solely as set forth herein.

1. **Scope:** Grantor has appointed Grantee as its attorney in fact to execute, seal, acknowledge and deliver any documents as may be reasonably necessary related to Grantor's leasehold interest in certain parcels leased by Grantor (including the sublease of portions thereof) within the States of Alabama, Arkansas, Arizona, California, Colorado, Connecticut, Florida, Iowa, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, Utah, Washington and Wisconsin under that certain "Master Lease and Sublease" dated May 26, 2005, among SPRINT SPECTRUM L.P., a Delaware limited partnership ("Sprint Collocator"), Global Signal, Inc., Grantor and Grantee (the "Master Lease"), provided and to the extent that the actions memorialized in such document were authorized by the Limited Power of Attorney granted by Grantor to Grantee in the Master Lease.
2. **Duration:** This Limited Power of Attorney is effective and will continue until the earliest of the following to occur: (i) it is revoked in writing by Grantor; (ii) expiration or termination of the Master Lease; (iii) expiration or termination of the sublease or (iv) May 25, 2037; provided in the case of (i) or (ii) above, that revocation of this Limited Power of Attorney is not effective as to a third party until the third party learns of the revocation. This Affidavit Regarding Limited Power of Attorney may be accepted and

relied upon by any Person to whom it is presented until such time that it is terminated in accordance with this Section 2. A revocation of the powers granted shall not affect any Person's acceptance or reliance of this Affidavit Regarding Limited Power of Attorney prior to such revocation.

3. **No Additional Rights:** This Affidavit Regarding Limited Power of Attorney is intended to restate, confirm and reaffirm the rights afforded to Grantee as set forth in the Master Lease. Nothing in this Affidavit Regarding Limited Power of Attorney shall modify, expand or limit any of the rights or obligations of the parties that are set forth in the Master Lease.

Signed this 23rd day of March, 2010.

STC FIVE LLC,
a Delaware limited liability company

By: [Signature]
Name: John W. Chapman
Title: Assistant Secretary

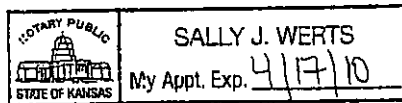
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me this 23rd day of March, 2010, by John W. Chapman, Assistant Secretary, on behalf of STC FIVE LLC, a Delaware limited liability company.

[Signature]
Notary Public

My Commission Expires:

No. _____



WHEN RECORDED RETURN TO:

After Recording return to: _____
Myron Lampkin _____
Stewart National Title Services _____
1980 Post-Oak Blvd., Suite 610 _____
Houston, TX 77056 _____
RE: _____

Legal Description A Leasehold Estate, said lease area being a portion of the following described parent parcel:

Parcel 1: Commencing 1598.61 feet East along the Section line and 1670.41 feet North from the South one quarter corner of Section 12, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North $1^{\circ}04'$ East along a fence line 344.79 feet; thence South $55^{\circ}36'$ East along the center line of a canal 301.75 feet; thence South $5^{\circ}41'$ West 179.07 feet; thence North $89^{\circ}03'$ West along a fence line 237.70 feet to the point of beginning.

Parcel 2: Commencing at a point on the South line of 1700 South Street which point is South 2437.87 feet and east 1155.82 feet from the Northwest corner of Section 18, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South $88^{\circ}49'$ East 423.76 feet; thence South $1^{\circ}11'$ West 220.05 feet; thence North $88^{\circ}49'$ West 404.80 feet to a point on the North line of 350 East Street; thence along said line of said street as follows: along the arc of a 530 foot radius curve to the left 125.19 feet (chord bearing North $7^{\circ}25'$ West 124.90 feet); thence North $14^{\circ}11'$ West 73.83 feet; thence along the arc of a 20 foot radius curve to the right 36.78 feet (chord bearing North $38^{\circ}30'$ East 31.81 feet) to the point of beginning.

Parcel 3: Commencing at a point on the North line of 350 East Street which point is South 2658.27 feet and East 1170.24 feet from the Northwest corner of Section 13, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South $88^{\circ}49'$ East 404.80 feet; thence South $1^{\circ}11'$ West 215 feet; thence North $88^{\circ}49'$ West 405.39 feet; thence North $1^{\circ}26'$ East 195.73 feet; thence along the arc of a 530 foot radius curve to the left 19.27 feet (chord bearing North $0^{\circ}23'$ and $30''$ East 19.27 feet) to the point of beginning

Tax ID: 38-136-0001