

A.P.N. 11-061-0148

WHEN RECORDED RETURN TO:

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

#447446-R

E 2498672 B 4918 P 272-281
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/10/2009 10:18 AM
FEE \$28.00 Pgs: 10
DEP RT REC'D FOR CENTRAL PROPERTY
SEARCH INC

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 Davis County, Utah:
Recorded on February 26, 1997 at Entry No. 1305830, Book 2098, Page 136
Recorded on July 23, 2001 at Entry No. 1676737, Book 2852, Page 321

**MEMORANDUM OF SECOND AMENDMENT TO
PCS SITE AGREEMENT**

This Memorandum of Second Amendment to PCS Site Agreement is made ^{Effective} this 30 day of April, 2008 by and between J & K PROPERTIES, L.L.C., a Utah limited liability company, with a mailing address of 253 South Main Street, Layton, Utah 84041 (hereinafter referred to as "Lessor") and STC FIVE LLC, a Delaware limited liability company, with its principal offices located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Lessee"), by and through its Attorney In Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company.

1. Keith and Jolynn Potter ("Original Lessor") and Sprint Spectrum L.P., a Delaware limited partnership ("Original Lessee") entered into a PCS Site Agreement dated June 16, 1996 (the "Original Lease") whereby Original Lessee leased certain real property, together with access and utility easements, located in Davis County, Utah from Original Lessor (the "Site"), all located within certain real property owned by Original Lessor ("Lessor's Property"). Lessor's Property, of which the Site is a part, is more particularly described on Exhibit A attached hereto.

2. The Original Lease was amended by that certain First Amendment to PCS Site Agreement dated April 27, 2001 (hereinafter the Original Lease and First Amendment are collectively referred to as the "Lease").

3. J & K Properties, L.L.C. is currently the Lessor under the Lease as more fully set forth in the Quit Claim Deed recorded February 2, 2005 at Entry No. 2049348, Book 3718, Pages 590-591.

4. STC Five LLC is currently the Lessee under the Lease as successor in interest to the Original Lessee.

5. The Lease had an initial term that expired on June 15, 2001 ("Initial Term"). The Lease provides for two extensions of five years each, both of which were exercised by Lessee. According to the Lease, the final extension expires June 15, 2011.

6. Lessor and Lessee have entered into a Second Amendment to PCS Site Agreement (the "Second Amendment"), of which this is a Memorandum, providing for six additional Renewal Terms of five years each. Pursuant to this Second Amendment, the final Renewal Term expires on June 15, 2041.

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

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

9. A copy of the Second Amendment is on file with Lessor and Lessee.

[Execution Page Follows]

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:

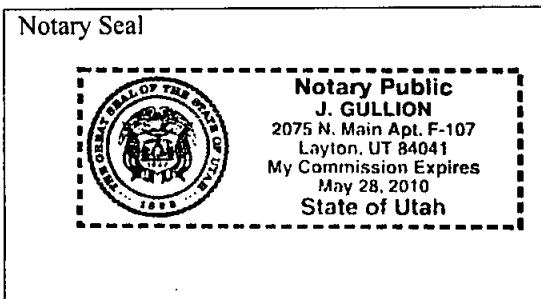
J & K PROPERTIES, L.L.C., a Utah limited liability company

By: *Keith Potter*
(Its: *Keith Potter*
Name: *member*

STATE OF *Utah*)
)ss:
COUNTY OF *Davis*)

On this *16th* day of *April* 2008, before me, the subscriber, a Notary Public in and for said State and County, personally appeared *KEITH POTTER*, the *Member* of J & K PROPERTIES, L.L.C., 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.



J. Gullion
(Signature of Notary)

My Commission Expires: *May 28, 2010*

LESSOR:

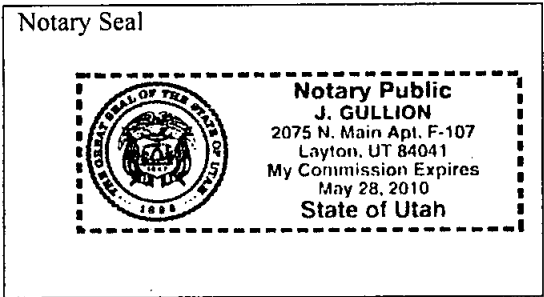
J & K PROPERTIES, L.L.C., a Utah limited liability company

By: Joselyn Potter
Its: member
Name: Jolynn Potter

STATE OF Utah)
COUNTY OF Davis)ss:
)

On this 16th day of April 2008, before me, the subscriber, a Notary Public in and for said State and County, personally appeared JOLYNN POTTER, the member of J & K PROPERTIES, L.L.C., 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.



J. Gullion
(Signature of Notary)

My Commission Expires: May 28, 2010

LESSEE:

STC FIVE LLC, a Delaware limited liability company

By: Global Signal Acquisitions II LLC, a Delaware limited liability company
Its: Attorney In Fact *(See Attached)*

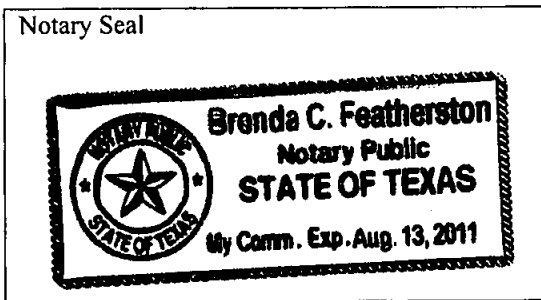
By: Global Signal Services LLC, a Delaware limited liability company
Its: Manager

By: *R. Christopher Mooney*
Name: R. Christopher Mooney
Its: Director - Land Acquisition Operations

STATE OF Texas)
)
COUNTY OF Harris)ss:
)

On this 30 day of April, 2008, before me, the subscriber, a Notary Public in and for said State and County, personally appeared R. Christopher Mooney, the Director of GLOBAL SIGNAL SERVICES LLC, 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.



Brenda C. Featherston
(Signature of Notary)

My Commission Expires: _____


Network Services

 Wireless Sites
 6550 Sprint Parkway
 Overland Park, KS 66251

ATTORNEY-IN-FACT

June 16, 2005

RE: Confirmation of Certain Authority and Powers of Attorney of Global Signal Acquisitions II LLC (the "Lessee") from STC One LLC, STC Two LLC, STC Three LLC, STC Four LLC, STC Five LLC, STC Six Company (collectively, "Lessor"), Sprint Spectrum L.P., SprintCom, Inc., Sprint Telephony PCS, L.P., American PCS Communications, LLC and Phillieco, L.P. (collectively the "Sprint Collocators") pursuant to those certain Master Leases and Subleases, dated as of May 26, 2005 (collectively, the "Agreement")

To Whom It May Concern:

This letter shall serve as confirmation by Lessor of its grants of certain authority and powers of attorney to Lessee to sublease or operate certain of Lessor's wireless communications tower sites (each a "Site") during the term of the Agreement in accordance with the terms and conditions of the Agreement. The term of the Agreement commenced on May 26, 2005 ("Effective Date") and terminates, unless terminated by Lessor for certain material defaults of Lessee, as more particularly described in the Agreement, on the earlier to occur of (i) May 25, 2037 and (ii) one day prior to the termination of any applicable Site ground lease, as the same may be extended or renewed (the "Term"). The Agreement provides in relevant parts that during the Term:

- 1) Pursuant to Sections 3(b) and 3(c), Lessor granted to Lessee either a sublease interest in a Site (a "Master Lease Site") or exclusive right to operate a Site (a "Pre-Lease Site").
- 2) Pursuant to Section 26(a), "without the consent of Lessor, (i) Lessee may lease, sublease, license or otherwise make available Available Space to Tower Subtenant for the purpose of the installation, operation and maintenance of Communications Equipment . . . subject to the applicable terms of the Agreement."
- 3) Pursuant to Section 4(b), so long as Lessee was not in default under the Agreement, Lessor granted to Lessee a limited power of attorney to "amend, modify, enforce or waive any terms of any Collocation Agreements or enter into new site supplements or site subleases applicable to Pre-Lease Sites or (iv) enter into any collocation agreements, site supplements, or site subleases out for signature on the date hereof or partially executed on the date hereof applicable to Master Lease Sites and Pre-Lease Sites " in accordance with the terms of the Agreement.
- 4) Pursuant to Section 5(a), with respect to each Master Lease Site, Lessor did "transfer, assign and convey over unto Lessee for the Term of the Master Lease Site . . . all of its rights, title and interest in, to or under any Collocation Agreements" and with respect to each Pre-Lease Site Lessor did "delegate all of its respective rights, duties, obligations, and responsibilities under the Collocation Agreements to Lessee for the term as to such Site. . . ."
- 5) The following defined terms have the following meanings:

"Collocation Agreement" means an agreement, including master leases, between the Sprint Collocators or an affiliate thereof (each a "Sprint Group Member") (prior to the Effective Date hereof) or Lessee (on or after the Effective Date) on the one hand, and a third party not an affiliate of a Sprint Group Member (on the Effective Date) on the other hand, pursuant to which such Sprint Group Member or Lessee, as applicable, rents to such third party space at any Site (including space on a tower at such Site), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

"Communications Equipment" means, as to any Site, transmitting and/or receiving equipment and other equipment installed at the . . . Site . . . which is used in providing current and future wireless and wireline communication services, including without limitation, switches, antennas, microwave dishes, panels, conduits, flexible transmission lines, cables, radio, amplifiers, filters and other transmission or communications equipment (including interconnect transmission equipment, transmitter(s), receiver(s) and accessories) and such other equipment and associated software as may be necessary in order to provide such wireless and wireline communication services, including without limitation, voice or data. Communications Equipment will include any existing, replaced and upgraded Communications Equipment.

"Tower Subtenant" means, as to any Site, any Person (other than Sprint Collocators who sublease tower space at a Site), which: (a) is a "sublessee" under any Collocation Agreement affecting such Site; or (b) subleases, licenses or otherwise acquires from Lessee the right to use Available Space on such Site.

"Available Space" means, as to any Site, a tower location thereon, a portion of the land thereon, a portion of the Improvements thereon or any other portion, space or area of such Site that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

Lessor and Lessee hereby certify that the foregoing is true and correct. If you have any questions regarding this letter, please contact the Collocation Department at Global Signal, 301 North Cattlemen Road, Suite 300, Sarasota FL 34232 at 941-364-8886. Thank you

Sincerely,

Lessor:

STC One LLC

By: 

Name: Don R. Mueuer

Title: Assistant Vice President

STC Two LLC

By: 

Name: Don R. Mueller

Title: Assistant Vice President

Lessee:

Global Signal Acquisitions II LLC

By: 

Name: _____

Title: Greerson G. McMullen
Executive Vice President
General Counsel and Secretary

~~STC Three LLC~~

By: 

Name: Don R. Mueller

Title: Assistant Vice President

~~STC Four LLC~~

By: 

Name: Don R. Mueller

Title: Assistant Vice President

~~STC Five LLC~~

By: 

Name: Don R. Mueller

Title: Assistant Vice President

~~STC Six Company~~

By: 

Name: Don R. Mueller

Title: Assistant Vice President

~~Sprint Spectrum L.P.~~

By: 

Name: Don R. Mueller

Title: Assistant Secretary

~~SprintCom, Inc~~

By: 

Name: Don R. Mueller

Title: Assistant Secretary

~~Sprint Telephony PCS, L.P.~~

By: 

Name: Don R. Mueller

Title: Assistant Secretary

American PCS Communications, LLC

By: 

Name: Don R. Mueller

Title: Assistant Secretary

PhilleCo, L.P.

By: 

Name: Don R. Mueller

Title: Assistant Secretary

EXHIBIT A
(Legal Description of Lessor's Property)

Beginning 16.51 chains South and 6.10 chains South $89^{\circ}35'$ East and 5.27 chains South 14 feet West and South 14 feet West 5 feet and North $85^{\circ}20'$ West 1476.9 feet from the Northeast corner of the Northwest Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Meridian; and running thence North $27^{\circ}39'$ West 33.77 feet; thence South $64^{\circ}21'$ West 114.50 feet more or less, to the Easterly line of a highway; thence North 27° West 157.75 feet along said highway; thence Easterly 630 feet, more or less, to the Westerly line of property conveyed to State Road in 273-77; thence Southerly along said right of way 135 feet, more or less to the South line of tract; thence North $85^{\circ}20'$ West 490 feet, more or less to beginning.

EXCEPTING THEREFROM: A part of the Northwest Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which bears South 1206.84 feet and West 1169.65 feet from the North Quarter corner of said Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence South $65^{\circ}28'44''$ West 62.90 feet to the Easterly line of a State Highway; thence North $25^{\circ}23'48''$ West 33.15 feet along said highway; thence South $86^{\circ}55'30''$ East 71.55 feet to the point of beginning.