

A.P.N. 28-11-427-009-0000

WHEN RECORDED RETURN TO:

RECORD AND RETURN TO:
CENTRAL PROPERTY SEARCH
9 LAWN AVENUE SUITE 200
NORRISTOWN, PA 19403
CPS#472925-R

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05/10/2011 01:15 PM \$26.00
Book - 9923 Pg - 6006-6014
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CENTRAL PROPERTY SEARCH
9 LAWN AVE STE 200
NORRISTOWN PA 19403
BY: NEH, DEPUTY - MA 9 P.

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 Salt Lake County, Utah:
Recorded on 12/4/01 at Book 8536 Page 746-750

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

This Memorandum of First Amendment to PCS Site Agreement is made effective this 20 day of ~~DECEMBER~~, 2010 by and between RULON FREDERICK DEYOUNG, d/b/a The Order of Tranquility and CALVIN BRUCE RICHARDSON, an individual dealing with his sole and separate property, with a mailing address of 3400 East 9900 South, Granite, Utah 84092 (hereinafter referred to as "Lessor") and STC FIVE LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions III 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. Utah Museum of Science & Industry, D. Calvin Richardson, and Calvin Bruce Richardso ("Original Lessor") and Sprint Spectrum L.P. ("Original Lessee") entered into a PCS Site Agreement dated June 29, 2001 (the "Agreement"), whereby Original Lessee leased certain real property, together with access and utility easements, located in Salt Lake 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. STC Five LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee.

3. Rulon Frederick DeYoung, d/b/a The Order of Tranquility, is the current Lessor under the Agreement as the current owner of Lessor's Property by virtue of that certain Warranty Deed recorded March 20, 2007 at Book 9437 Page 5023-24 with the Salt Lake County Recorder. Rulon Frederick DeYoung has assigned certain rights and interests in the Agreement and in Lessor's Property to Calvin Bruce Richardson.

4. The Agreement had a single fifteen year term that commenced on June 29, 2001 and expires on June 28, 2016.

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 six Renewal Terms of five years each. Pursuant to the First Amendment, the final Renewal Term expires on June 28, 2046.

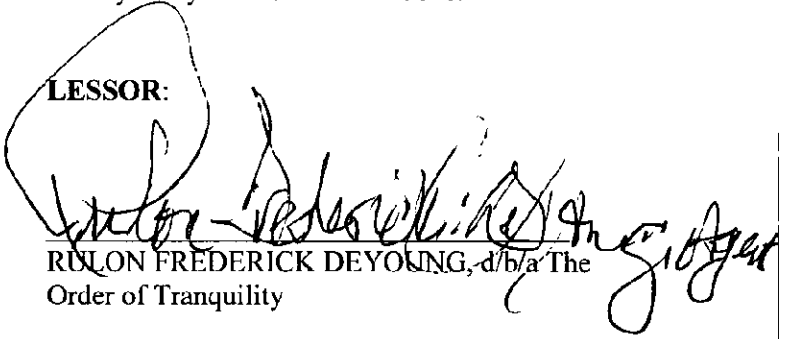
6. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

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

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

[Execution Pages Follow]

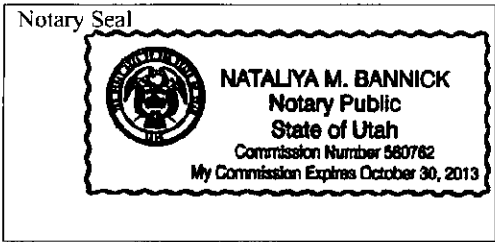
IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

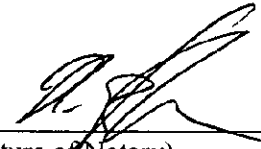
LESSOR:

RULON FREDERICK DEYOUNG, d/b/a The
Order of Tranquility

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On this 16 day of November 2010, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Rulon Frederick DeYoung, 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 to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed.

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.





(Signature of Notary)
My Commission Expires: October 30, 2013

LESSOR:

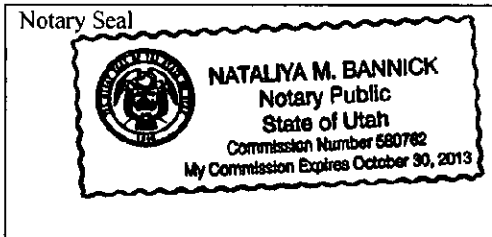
Calvin Bruce Richardson UCCI-308

CALVIN BRUCE RICHARDSON, an individual dealing with his sole and separate property

STATE OF UTAH)
COUNTY OF Salt Lake)ss.

On this 46 day of November 2010, before me, the subscriber, a Notary Public in and for said State and County, personally appeared CALVIN BRUCE RICHARDSON, 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 to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed.

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.



[Handwritten Signature]

(Signature of Notary)

My Commission Expires:

October 30, 2013

LESSEE:

STC FIVE LLC, a Delaware limited liability company

By: Global Signal Acquisitions III LLC, a Delaware limited liability company

Its: Attorney In Fact

By: *Lisa A. Sedgwick*

Print Name: Lisa A. Sedgwick

Title: RET Manager

STATE OF TEXAS)

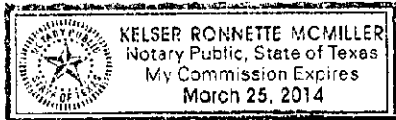
COUNTY OF HARRIS)

)ss.

On this 20 day of DECEMBER 2010, before me, the subscriber, a Notary Public in and for said State and County, personally appeared LISA A. SEDGWICK, the RET MANAGER of GLOBAL SIGNAL ACQUISITIONS III LLC, 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.

Notary Seal



Kelsy Mc Miller
(Signature of Notary)

My Commission Expires: 3-25-14

Exhibit 1

AFFIDAVIT REGARDING LIMITED POWER OF ATTORNEY
TO EXECUTE AND RECORD DOCUMENTS

STC FIVE LLC, a Delaware limited liability company ("Grantor"), has appointed Global Signal Acquisitions III 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.

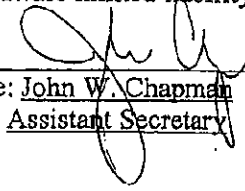
1. **Scope:** Grantor has appointed Grantee as its attorney in fact to execute, seal, acknowledge and deliver any documents as may be reasonably necessary related to Grantor's leasehold interest in certain parcels leased by Grantor (including the sublease of portions thereof) within the States of Alabama, 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 January 27, 2006, 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.

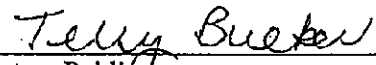
Signed this 23RD day of MARCH, 2010.

STC FIVE LLC,
a Delaware limited liability company

By: 
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.


Notary Public

My Commission Expires:
11/30/10
No. _____

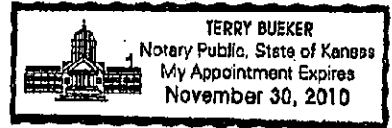


EXHIBIT A
(Legal Description of Lessor's Property)

The following described parcel of land, and improvements and appurtenances thereto in Salt Lake County, State of Utah to wit:

And beginning at a point which is SOUTH 955.084 feet and WEST 395.19 feet from the East Quarter Corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence NORTH 60.00 feet; thence North 88°53'20" West 468.98 feet; thence North 22°18'20" East 135.87 feet; thence North 4°14'40" East 191.26 feet; thence South 78°39'00" West 173.71 feet; thence North 8°12'00" West 54.689 feet; thence West 148.883 feet; thence SOUTH 391.315 feet; thence SOUTH 88°53'20" East 730.30 feet to the point of beginning, containing 3.22 Acres.

Beginning at a point which is West 720.55 feet from the East 1/4 corner Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian, running thence South 38° 49' East 497.40 feet along the westerly line of Little Cottonwood Road thence; South 00°46'50" East 512.41 feet to a copper plug in a rock; thence North 88°53'20" West 468.98 feet to a copper plug; thence North 22°18'20" East 135.87 feet to a copper plug; thence North 4°14'40" East 301.31 feet to a copper plug; thence North 83°41'03" East 229.06 feet; thence North 19°59'40" West 270.81 feet; thence South 89°52'17" East 242.19 feet to the East line of a right of way; thence North 20°55'10" West 199.09 feet; thence South 88°31'20" East 247.82 feet to the point of beginning. Contains 6.219 Acres.

A total of 9.439 Acres.