

8-6

AFTER RECORDING RETURN TO:

UPF WASHINGTON INC
12410 E MIRABEAU PKWY #100
SPOKANE VALLEY WA 99216
REF # 339968

11622871
04/22/2013 11:03 AM \$30.00
Book - 10129 Pg - 6555-6562
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UPF WASHINGTON INC
12410 E MIRABEAU PKWY STE 100
SPOKANE VALLEY WA 99216
BY: LMH, DEPUTY - MA 8 P.

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

Space above this line for Recorder's Use

A.P.N. 22-10-201-008

Prior recorded document(s) in Salt Lake County, Utah:
January 28, 1997 at Entry No. 6558674
April 16, 2008 at Entry No. 10527873

MEMORANDUM OF SECOND AMENDMENT TO
PCS SITE AGREEMENT

This Memorandum of Second Amendment to PCS Site Agreement is made effective this 13 day of March, 2013 by and between HOLLADAY CLEANERS, INCORPORATED, a Utah corporation (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 (hereinafter referred to as "Lessee").

1. Lessor and Sprint Spectrum L.P., a Delaware limited partnership ("Original Lessee") entered into a PCS Site Agreement dated August 5, 1996, a memorandum of which was recorded on January 28, 1997 at Entry No. 6558674 (the "Original Agreement") whereby Original Lessee leased certain real property, together with access and utility easements, located in Salt Lake County, Utah from Lessor (the "Site"), all located within certain real property owned by Lessor ("Lessor's Property"). Lessor's Property, of which the Site is a part, is more particularly described on Exhibit B attached hereto. The Site is more particularly described on Exhibit A attached hereto.

2. The Original Agreement was amended by that certain First Amendment to PCS Site Agreement dated April 16, 2008, a memorandum of which was recorded on September 25, 2008 at Entry No. 10527873 (“First Amendment”) (hereinafter the Original Agreement and First Amendment are collectively referred to as the “Agreement”).

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

4. The Agreement had an initial term that commenced on August 5, 1996 and expired on August 4, 2001. The Agreement provides for four extensions of five years each, the first three of which were exercised by Lessee (each extension is referred to as a “Renewal Term”). According to the Agreement, the final Renewal Term expires August 4, 2021.

5. Lessor and Lessee have entered into a Second Amendment to PCS Site Agreement (the “Second Amendment”), of which this is a Memorandum, providing for five additional Renewal Terms of five years each. Pursuant to the Second Amendment, the final Renewal Term expires on August 4, 2046.

6. By the Second Amendment, Lessor granted to Lessee the right of first refusal to purchase a portion of the Lessor’s Property, under the following terms:

If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor’s interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the lease area, or Lessor’s interest in the Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee’s possessory or economic interest in the Site. Lessor’s notice shall include the prospective buyer’s name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Lessor’s notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to

Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Lessee's receipt of Lessor's notice and the assignment shall be effective upon written notice to Lessor.

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 Second 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 Second 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.

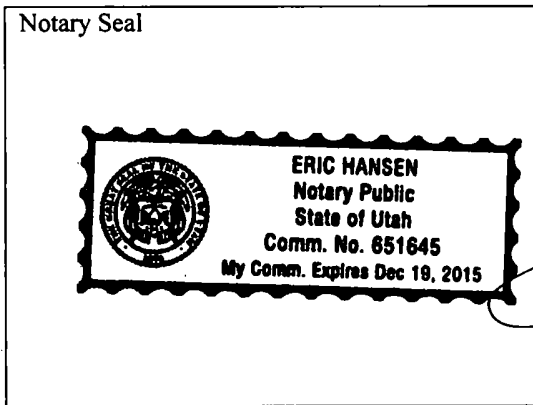
LESSOR:
HOLLADAY CLEANERS,
INCORPORATED, a Utah corporation

By: Sam Frampton
Print Name: Sam Frampton
Title: president

STATE OF Utah)
)ss.
COUNTY OF Salt Lake)

On this 7 day of March 2013, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Sam Frampton, the president of HOLLADAY CLEANERS, INCORPORATED, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Second Amendment to PCS Site Agreement, 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.



Eric Hansen
(Signature of Notary)

My Commission Expires: 12/19/2015

LESSEE:

STC FIVE LLC, a Delaware limited liability company

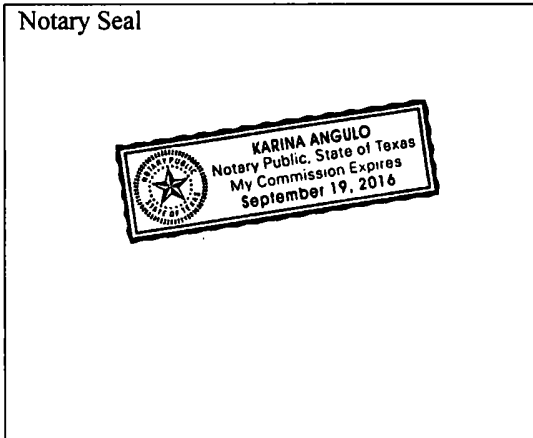
By: Global Signal Acquisitions II LLC, a Delaware limited liability company
Its: Attorney In Fact

By: *[Signature]*
Print Name: Lisa A. Sedgwick
Title: RET Manager

STATE OF Texas)
COUNTY OF Harris)ss.

On this 13 day of March 2013, 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 II LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Second Amendment to PCS Site Agreement, 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.



[Signature]

(Signature of Notary)

My Commission Expires: 9-19-16

EXHIBIT A
(Legal Description of Site)

SITE AREA

BEING A LEASE PARCEL, LYING WITHIN A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 1 EAST OF SALT LAKE BASE AND MERIDIAN, CITY AND COUNTY OF SALT LAKE, STATE OF UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 10;
THENCE ALONG THE WEST LINE OF SAID NORTH QUARTER OF SECTION 10
S00°05'36"W, 292.72 FEET;
THENCE S89°54'24"E, 259.05 FEET TO THE POINT OF BEGINNING;
THENCE S56°05'36"W, 0.86 FEET;
THENCE N37°46'04"W, 30.00 FEET;
THENCE N56°05'36"E, 30.00 FEET;
THENCE S37°46'04"E, 30.00 FEET;
THENCE S56°05'36"W, 29.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 900 SQ. FT. OR 0.020 ACRES MORE OR LESS.

ADDITIONAL PREMISES

BEING A LEASE PARCEL, LYING WITHIN A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 1 EAST OF SALT LAKE BASE AND MERIDIAN, CITY AND COUNTY OF SALT LAKE, STATE OF UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

✓ **COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 10;**
THENCE ALONG THE WEST LINE OF SAID NORTH QUARTER OF SECTION 10
S00°05'36"W, 292.72 FEET;
THENCE S89°54'24"E, 259.05 FEET TO THE POINT OF BEGINNING;
THENCE N56°05'36"E, 24.84 FEET TO A POINT HEREINAFTER REFERRED TO AS
POINT "A";
THENCE S38°52'17"E, 17.73 FEET TO A POINT HEREINAFTER REFERRED TO AS
POINT "B";
THENCE CONTINUING S38°52'17"E, 9.62 FEET;
THENCE S51°46'27"W, 25.31 FEET;
THENCE N37°46'04"W, 29.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 708 SQ. FT. OR 0.016 ACRES MORE OR LESS.

ACCESS EASEMENT

BEING TWO STRIPS OF LAND 12.00 FEET IN WIDTH, LYING WITHIN A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 1 EAST OF SALT LAKE BASE AND MERIDIAN, CITY AND COUNTY OF SALT LAKE, STATE OF UTAH, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

STRIP ONE

✓ **BEGINNING AT POINT "B" AS DESCRIBED ABOVE;**
THENCE N51°44'26"E, 5.00 FEET;
THENCE N00°00'00"W, 28.09 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C";
THENCE N56°00'00"E, 105.55 FEET TO THE END OF SAID STRIP OF LAND.

STRIP TWO

✓ **BEGINNING AT POINT "C" AS DESCRIBED ABOVE;**
THENCE S56°00'00"W, 18.30 FEET TO THE END OF SAID STRIP OF LAND.

SIDELINES OF SAID STRIP OF LAND ARE TO BE LENGTHENED AND/OR SHORTENED TO PREVENT GAPS AND/OR OVERLAPS.

UTILITY EASEMENT

BEING TWO STRIPS OF LAND 5.00 FEET IN WIDTH, LYING WITHIN A PORTION OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 1 EAST OF SALT LAKE BASE AND MERIDIAN, CITY AND COUNTY OF SALT LAKE, STATE OF UTAH, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

STRIP ONE

✓ **BEGINNING AT POINT "A" AS DESCRIBED ABOVE;**
THENCE S59°53'44"E, 53.02 FEET TO THE END OF SAID STRIP OF LAND.

STRIP TWO

✓ **BEGINNING AT POINT "B" AS DESCRIBED ABOVE;**
THENCE N56°05'36"E, 4.08 FEET;
THENCE N17°15'23"W, 31.24 FEET;
THENCE N56°05'36"E, 113.00 FEET TO THE END OF SAID STRIP OF LAND

EXHIBIT B
(Legal Description of Lessor's Property)

Beginning at a point that is North 38°00'30" West 109.98 feet from the most Easterly corner of the Paul Howard property as evidenced by deeds of record and described in that certain document recorded 12/29/83 in Book 5518 at Page 2014, said most Easterly corner being South 416.51 feet and East 549.52 feet and North 38°00'30" West 100.00 feet from the North quarter corner of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being North 38°00'30" West along the Holladay Boulevard monument line (basis of bearing) 125.16 feet and South 51°40'15" West 45.05 feet and North 38°00'30" West 109.98 feet from the county monument at the intersection of said Holladay Boulevard and Arbor Lane; thence along a line between two existing building walls South 51°53'47" West 153.67 feet; thence North 37°51'40" West 96.74 feet to the most Westerly corner of said Paul Howard property; thence North 56° East 153.80 feet (prior deed = 165.08 feet) to the most Northerly corner of said Paul Howard property; thence South 38°00'30" East 85.73 feet to the point of beginning.

Subject to: County and/or City Taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, and Reservations now of Record.