

A.P.N. 08363520240000

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Book - 9784 Ps - 8031-8041
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
STEWART TITLE CO HOUSTON
1980 POST OAK BLVD STE 800
HOUSTON TX 77056
BY: SLR, DEPUTY - MA 11 P.

WHEN RECORDED RETURN TO:

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

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

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Prior recorded document(s) in Salt Lake County, Utah:
None known

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

This Memorandum of Second Amendment to PCS Site Agreement is made effective this 17 day of Sept, 2009 by and between W.V. JACOBSON, LLC, a Utah limited liability company, with a mailing address of 523 W. 200 N., Salt Lake City, Utah 84116 (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").

1. Wallace V. Jacobson Family Trust ("Original Lessor") and Sprint Spectrum L.P., a Delaware limited partnership ("Original Lessee") entered into a PCS Site Agreement dated August 5, 1996 (the "Original 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. The Original Agreement was amended by that certain First Amendment to PCS Site Agreement dated October 25, 2001 (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 three 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 August 4, 2016.

5. By the Second Amendment, Lessor and Lessee expanded the Site to include approximately 285 square feet of additional space and is located on Lessor's Property adjacent to the Site (the "Additional Lease Area"). A description of the Site, as expanded, is attached hereto as Exhibit B.

6. 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.

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

8. 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.

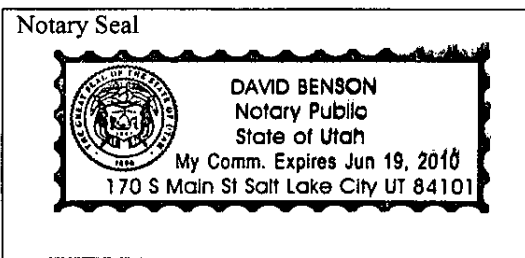
LESSOR:
W.V. JACOBSON, LLC, a Utah limited liability company

By: Wallace W. Jacobson
Print Name: WALLACE W. JACOBSON
Title: Manager

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

On this 18 day of September 2009, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Wallace W. Jacobson, the _____ of W.V. JACOBSON, 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.



[Signature]
(Signature of Notary)

My Commission Expires: 6/19/2010

LESSEE:

STC FIVE LLC, a Delaware limited liability company

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

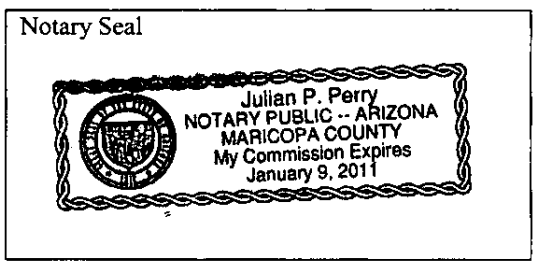
Its: Attorney In Fact

By: *Eric J. Graves*
Print Name: Eric J. Graves
Title: Property Manager

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

On this 9 day of SEPTEMBER 2009, before me, the subscriber, a Notary Public in and for said State and County, personally appeared ERIC J. GRAVES, the PROPERTY 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.



J P Perry
(Signature of Notary)

My Commission Expires: 1/9/11



ATTORNEY-IN-FACT

Network Services

Wireless Sites
6550 Sprint Parkway
Overland Park, KS 66251

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: 

Don R. Mueller

Name: _____
Title: Assistant Vice President

STC Two LLC

By: 

Don R. Mueller

Name: _____
Title: Assistant Vice President

Lessee:

Global Signal Acquisitions II LLC

By: 

Name: _____

Title: Gerson 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)

BEING A PORTION OF BLOCK 99, LOT 6, PLAT 10 AS SHOWN IN THE OFFICIAL SURVEY OF PLAT "A" ON FILE AT THE SALT LAKE CITY'S SURVEY OFFICE AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 99, PLAT "A", SALT LAKE COUNTY SURVEY, AND RUNNING THENCE SOUTH 358.30 FEET; THENCE WEST 223.70 FEET; THENCE SOUTH 27.65 FEET; THENCE WEST 106.30 FEET; THENCE NORTH 220.95 FEET; THENCE WEST 33.00 FEET; THENCE NORTH 165.00 FEET; THENCE EAST 363.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
(Site and Additional Lease Area)

ADDITIONAL LEASE AREA

BEING A PORTION OF BLOCK 99, LOT 6, PLAT 10 AS SHOWN IN THE OFFICIAL SURVEY OF PLAT "A" ON FILE AT THE SALT LAKE CITY'S SURVEY OFFICE AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 99; THENCE SOUTH 00°15'05" WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 99, 8.44 FEET; THENCE DEPARTING SAID LINE SOUTH 88°54'01" WEST, 0.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°19'40" WEST, 19.01 FEET; THENCE SOUTH 88°54'01" WEST, 15.00 FEET; THENCE NORTH 00°19'40" EAST, 19.01 FEET; THENCE NORTH 88°54'01" EAST, 15.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.007 ACRES OR 285 SQUARE FEET MORE OR LESS.

DESCRIPTION OF SITE AS EXPANDED BY ADDITIONAL LEASE AREA

BEING A PORTION OF BLOCK 99, LOT 6, PLAT 10 AS SHOWN IN THE OFFICIAL SURVEY OF PLAT "A" ON FILE AT THE SALT LAKE CITY'S SURVEY OFFICE AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 99; THENCE SOUTH 00°15'05" WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 99, 8.44 FEET; THENCE DEPARTING SAID LINE SOUTH 88°54'01" WEST, 0.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°19'40" WEST, 19.01 FEET; THENCE SOUTH 88°54'01" WEST, 15.00 FEET; THENCE SOUTH 00°19'40" WEST, 28.15 FEET; THENCE SOUTH 88°33'22" WEST, 17.94 FEET; THENCE NORTH 00°32'25" WEST, 40.42 FEET; THENCE NORTH 89°52'25" EAST, 18.55 FEET; THENCE NORTH 00°19'40" EAST, 7.15 FEET; THENCE NORTH 88°54'01" EAST, 15.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 0.023 ACRES OR 1018.5 SQUARE FEET MORE OR LESS.

ACCESS EASEMENT

BEING A PORTION OF BLOCK 99, LOT 6, PLAT 10 AS SHOWN IN THE OFFICIAL SURVEY OF PLAT "A" ON FILE AT THE SALT LAKE CITY'S SURVEY OFFICE AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 99; THENCE SOUTH 89°54'09" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK 99, 22.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°05'51" EAST, 15.87 FEET; THENCE

. . . .
SOUTH 89°52'25 WEST, 11.99 FEET; THENCE SOUTH 00°32'25" WEST, 17.18 FEET;
THENCE NORTH 89°57'58" WEST, 4.70 FEET; THENCE NORTH 00°02'02" EAST, 17.16
FEET; THENCE SOUTH 89°54'09" WEST, 3.48 FEET; THENCE NORTH 00°05'51" WEST,
15.88 FEET; THENCE NORTH 89°54'09" EAST, 20.00 FEET TO THE POINT OF
BEGINNING.

THIS PARCEL CONTAINS 0.009 ACRES OR 397 SQUARE FEET MORE OR LESS.