

Prepared by:

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437 Grant Street
Pittsburgh, PA 15219

FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS FIRST AMENDMENT TO PCS SITE AGREEMENT ("First Amendment") is made effective this ____ day of _____, 2012, by and between the **CITY OF GAHANNA**, an Ohio municipal corporation, with a mailing address of 200 S. Hamilton Road, Gahanna, Ohio 43230 ("Landlord") and **STC TWO LLC, a Delaware limited liability company, by GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, its Attorney in Fact** ("Tenant") with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WHEREAS, Landlord and SprintCom, Inc. ("SprintCom") entered into a PCS Site Agreement dated February 13, 1998 (the "Lease"), for property located in the City of Gahanna, County of Franklin, State of Ohio (the "Demised Premises") being part of a larger parcel of property owned by Landlord (the "Premises"); and,

WHEREAS, the Demised Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and,

WHEREAS, SprintCom entered into an unrecorded assignment agreement which was memorialized in an Affidavit of Facts Related to Title, pursuant to which SprintCom assigned all of its right, title and interest in the Lease to STC TWO LLC ("STC"); and,

WHEREAS, STC entered into a Site Designation Supplement to Master Sublease Agreement, which was recorded in Instrument No. 200602060022577 in the Public Records of Franklin County, Ohio, pursuant to which STC subleased a portion of the Demised Premises to Global Signal Acquisitions II LLC; and,

WHEREAS, the Lease has an initial term of five (5) years, which commenced on March 1, 1998, and six (6) additional terms of five (5) years each, which renew automatically and terminate on February 28, 2033; and,

WHEREAS, Landlord and Tenant now desire to amend the terms of the Lease to provide for additional terms, as well as other considerations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Delete and Replace Paragraph 2(b). Paragraph 2(b) of the Lease is deleted in its entirety and replaced with the following:

"Provided this Lease is in full force and effect and provided Tenant shall not then be in default, Tenant shall have nine (9) renewal options for successive terms of five (5) years each, totaling forty-five (45) years after expiration of the initial Term of the Lease. Each renewal term shall automatically renew without any further election and/or written notice on the part of Tenant unless Tenant shall give Landlord written notice of its election not to renew prior to the expiration of the initial Term or the then existing renewal option period. The terms and conditions of the Lease for the initial five (5) year Term shall apply to all renewal option periods;

provided, however, the rental due and owing during said renewal option periods shall be as set forth in subparagraphs 4(b) through 4(j) hereinbelow. The final Lease expiration date shall be February 29, 2048."

3. Amend Paragraph 4. Paragraph 4 of the Lease, is amended by deleting sub-paragraph 4(h) in its entirety and inserting the following sub-paragraphs after the remaining sub-paragraphs:

"(h) For the seventh (7th) five (5) year renewal option period of the Lease, the total rent shall be Ninety-Five Thousand Four Hundred Fifty-Nine and 03/100 Dollars (\$95,459.03), which sum shall be paid to Tenant to Landlord in five (5) equal yearly installments of Nineteen Thousand Ninety-One and 81/100 Dollars (\$19,091.81) each. Tenant's obligation to pay the yearly installment of rent shall commence on the thirty-fifth (35th) anniversary date of the Commencement Date of this Lease, and the annual rent shall be due and payable thereafter on each of the successive four (4) anniversaries thereof.

(i) For the eighth (8th) five (5) year renewal option period of the Lease, the total rent shall be One Hundred Nine Thousand Seven Hundred Seventy-Seven and 88/100 Dollars (\$109,777.88), which sum shall be paid to Tenant to Landlord in five (5) equal yearly installments of Twenty-One Thousand Nine Hundred Fifty-Five and 58/100 Dollars (\$21,955.58) each. Tenant's obligation to pay the yearly installment of rent shall commence on the fortieth (40th) anniversary date of the Commencement Date of this Lease, and the annual rent shall be due and payable thereafter on each of the successive four (4) anniversaries thereof.

(j) For the ninth (9th) five (5) year renewal option period of the Lease, the total rent shall be One Hundred Twenty-Six Thousand Two Hundred Forty-Four and 56/100 Dollars (\$126,244.56), which sum shall be paid to Tenant to Landlord in five (5) equal yearly installments of Twenty-Five Thousand Two Hundred Forty-Eight and 91/100 Dollars (\$25,248.91) each. Tenant's obligation to pay the yearly installment of rent shall commence on the forty-fifth (45th) anniversary date of the Commencement Date of this Lease, and the annual rent shall be due and payable thereafter on each of the successive four (4) anniversaries thereof.

(k) The rents described in this paragraph shall be in addition to any co-location sublease rents described in Paragraph 6(b) below, which shall not in any case be abated."

4. Amend Paragraph 16. Paragraph 16 of the Lease is amended by adding the following as sub-paragraph 16(k):

“(k) Landlord, at its sole cost and expense, and subject to Tenant’s prior written consent shall be permitted to install an array of up to six (6) antennas no greater than six (6) feet in height to the Tower at an AGL height not to exceed eighty (80) feet. Landlord shall also be permitted to occupy an area not larger than four (4) feet x four (4) feet of ground space for the installation of its equipment at its sole cost and expense. The exact location of such antennas and ground space shall be mutually agreed upon by Landlord and Tenant.”

5. Additional Consideration. As additional consideration for entering into the First Amendment, Tenant shall pay to Landlord the one-time sum of Five Thousand and No/100 Dollars (\$5,000.00) (the “Conditional Lease Amendment Signing Bonus”) payable within sixty (60) days of full execution of the First Amendment and all related documents, In the event that the First Amendment and all related documents are not fully executed by Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Landlord, and all other terms of the original Lease, as previously amended shall remain in effect.

6. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

- (a) The Demised Premises is owned by Landlord free and clear of any mortgage, deed of trust, lien, or right of any individual, entity or governmental authority arising under any option, right of first refusal, lease, license, easement or other instrument, except for the rights of Tenant arising under the Lease as amended hereby and the rights of utility providers under recorded easements.
- (b) Upon Tenant’s request, Landlord agrees to discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant’s rights under the Lease as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Demised Premises.

- (c) Upon Tenant's request, Landlord agrees to cure any defect in Landlord's title to the Demised Premises which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Demised Premises.
- (d) Landlord agrees to execute such further documents and provide such further assurances as may be reasonably requested by Tenant to effect any release or cure referred to in this paragraph, to evidence the full intention of the parties, and to assure Tenant's use, possession and quiet enjoyment of the Demised Premises under the Lease as amended hereby.

7. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Demised Premises is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to affect a transfer in rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

8. Estoppel/Remainder of Lease Unaffected. Landlord ratifies, confirms and adopts the Lease as of the date hereof, and acknowledges that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment.

9. Authority. Landlord and Tenant represent and warrant that Landlord and Tenant are duly authorized and have the full power, right and authority to enter into this First Amendment and to perform all of the obligations under the Lease, as amended.

[signature pages follow]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to be duly executed on the day and year first written above.

LANDLORD:

CITY OF GAHANNA,
an Ohio municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF OHIO

)

) SS:

COUNTY OF FRANKLIN

)

On this _____ day of _____, 2012, before me personally appeared _____, the _____ for the **CITY OF GAHANNA**, an Ohio municipal corporation, that executed the foregoing First Amendment to PCS Site Agreement, and acknowledged said instrument to be the free and voluntary act and deed of said person(s) on behalf of said corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

(SEAL)

My commission expires _____

TENANT:

STC TWO LLC,
a Delaware limited liability company,
By: GLOBAL SIGNAL ACQUISITIONS II LLC,
Its Attorney in Fact

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS

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) SS:

COUNTY OF HARRIS

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On this _____ day of _____, 2012, before me personally appeared _____, to me known to be the _____ for ***GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, Attorney in Fact for STC TWO LLC, a Delaware limited liability company,*** that executed the foregoing First Amendment to PCS Site Agreement, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Notary Public

My commission expires _____

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is dated this ____ day of _____, 2012 (date of first signature) and made effective this ____ day of _____, 2012 (date of last signature) by and between the **CITY OF GAHANNA**, an Ohio municipal corporation, with a mailing address of 200 S. Hamilton Road, Gahanna, Ohio 43230 ("Landlord") and **STC TWO LLC, a Delaware limited liability company, by GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, its Attorney in Fact** ("Tenant") with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Landlord and SprintCom, Inc. ("SprintCom") entered into a PCS Site Agreement dated February 13, 1998 (the "Lease"), for property located in the City of Gahanna, County of Franklin, State of Ohio (the "Demised Premises") being part of a larger parcel of property owned by Landlord (the "Premises"), as more particularly described in the legal description attached hereto as Exhibit "A".

2. SprintCom entered into an unrecorded assignment agreement which was memorialized in an Affidavit of Facts Related to Title, pursuant to which SprintCom assigned all of its right, title and interest in the Lease to STC TWO LLC ("STC").

3. STC entered into a Site Designation Supplement to Master Sublease Agreement, which was recorded in Instrument No. 200602060022577 in the Public Records of Franklin County, Ohio, pursuant to which STC subleased a portion of the Demised Premises to Global Signal Acquisitions II LLC.

4. The Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.

5. Landlord and Tenant entered into a First Amendment to PCS Site Agreement of even date herewith for the purpose of extending the term of the Lease, which commenced on March 1, 1998, and terminates on February 28, 2033 for three (3) additional five (5) year terms, which renew automatically and extend the Lease expiration date to February 29, 2048.

6. The terms, covenants and provisions of the Lease, of which this is a Memorandum shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

7. Except as expressly set forth herein, this Memorandum does not in any way modify the terms of the Lease or any modification thereof.

(signatures follow)

IN WITNESS WHEREOF, Landlord and Tenant caused this Memorandum to be duly executed on the day and year first written above.

LANDLORD:

CITY OF GAHANNA,
an Ohio municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 2012, before me personally appeared _____, the _____ for the **CITY OF GAHANNA**, an Ohio municipal corporation, that executed the foregoing Memorandum of Agreement, and acknowledged said instrument to be the free and voluntary act and deed of said person(s) on behalf of said corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Notary Public

My commission expires _____

LESSEE:

STC TWO LLC,
a Delaware limited liability company,
By: GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company,
Its Attorney in Fact

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS

)

) SS:

COUNTY OF HARRIS

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On this _____ day of _____, 2012, before me personally appeared _____, the _____ for **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, *Attorney in Fact for STC TWO LLC*, a Delaware limited liability company, that executed the foregoing Memorandum of Agreement, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

(SEAL)

My commission expires _____

Prepared by:

Robert J. Wratcher
Sittig, Cortese & Wratcher LLC
1500 Frick Building
437 Grant Street
Pittsburgh, PA 15219

Gahanna
BU# 875278

EXHIBIT A

LEGAL DESCRIPTION

Property situated in the City of Gahanna, Franklin County, State of Ohio.

Street Address: 156 Oklahoma Avenue, Gahanna, OH 43230.

Tax Parcel No: 025-000280.

