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NON-CONFORMING DOCUMENT  
 ADDITIONAL RECORDING FEE  
 (ORC 317.114)

Wayne Coates  
 Hamilton County Recorders Office  
 Doc #: 14-0053641 Type: MT  
 Filed: 06/04/14 08:50:33 AM \$52.00  
 Off.Rec.: 12621 00613 F 5 157

1262100613FB

**AFTER RECORDING RETURN TO:**

UPF WASHINGTON INC  
 12410 E MIRABEAU PKWY #100  
 SPOKANE VALLEY WA 99216  
 REF # 371118

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is dated this 23 day of November, 20 11 (date of first signature) and made effective this 1 day of December, 20 11 (date of final signature), by and between **HAROLD L. HENSLEY and NORA B. HENSLEY**, husband and wife, with a mailing address of 7208 Harrison Avenue, Cincinnati, Ohio 45247 ("Owner") and **STC TWO LLC, a Delaware limited liability company, by GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, its Attorney in Fact** ("Lessee") with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Owner and SprintCom, Inc. ("SprintCom") entered into a PCS Site Agreement dated November 4, 1997, for which a Memorandum of PCS Site Agreement was recorded in Book 7711, Page 2358 in the Public Records of Hamilton County, Ohio, for property located in the City of Cincinnati, County of Hamilton, State of Ohio (the "Site") being part of a larger parcel of property owned by Owner, 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 Site to STC TWO LLC ("STC").

3. STC entered into a Site Designation Supplement to Master Sublease Agreement, pursuant to which STC subleased a portion of the Site 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. Owner and Lessee entered into a First Amendment to PCS Site Agreement of even date herewith for the purpose of extending the term of the Agreement, which commenced on November 4, 1997, and November 3, 2022 for five (5) additional five (5) year terms, which renew automatically and extend the Agreement expiration date to November 3, 2047.

6. Owner has granted Lessee an option to lease up to an additional 500 square feet of real property adjacent to the Site.

7. The terms, covenants and provisions of the Agreement, of which this is a Memorandum shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Owner and Lessee.

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

(signatures follow)

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

OWNER:

**HAROLD L. HENSLEY**

Harold L. Hensley

Date: 11-23-11

**NORA B. HENSLEY**

Nora B. Hensley

Date: 11-23-11

STATE OF OHIO

)

COUNTY OF HAMILTON

) SS:

)

On this 23 day of November, 2011, before me personally appeared **HAROLD L. HENSLEY and NORA B. HENSLEY**, husband and wife, that executed the foregoing Memorandum of Agreement, and acknowledged said instrument to be the free and voluntary act and deed of said person(s) 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.

BJ o  
\_\_\_\_\_  
Notary Public

My commission expires Jan 28, 2013



BRYAN J. WALLACE  
Notary Public, State of Ohio  
My Commission Expires Jan. 28, 2013

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: Tracy Van Swol

Name: Tracy Van Swol  
 Real Estate Transaction Manager

Title: \_\_\_\_\_

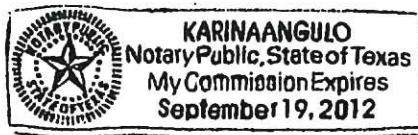
Date: 12-1-11  
 LPOA: 10-0078537, 7/13/2010  
 )  
 )  
 ) SS: B-11478, P-1580  
 )

STATE OF TEXAS  
 COUNTY OF Harris

On this 1 day of December, 2011, before me personally appeared Tracy Van Swol, the Real Manager 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.

(SEAL)



Notary Public

My commission expires 9-19-2012

Prepared by:

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

Taylors Creek  
 BU# 875867

Exhibit A  
Legal Description

A Leasehold Estate, Said lease area being a portion of the following described parent parcel:

Beginning at a point which is the intersection of the centerline of Forfeit Run Road and the centerline of Harrison Pike; thence North 73 degrees 45 East, 97.78 feet to a spike in the centerline of Forfeit Run Road and the real point and place of beginning; thence continuing North 73 degrees 45' East along the said centerline of Forfeit Run Road, 86 feet to a point; thence North 18 degrees 35' West, 100 feet to a point; thence North 14 degrees 53' East, 53 feet to a point; thence North 28 degrees 32' East, 131 feet to a point; thence North 64 degrees 57' West, 112.35 feet to a point; thence South 31 degrees 48' West, 159.87 feet to a spike; thence South 46 degrees 40' East, 95.01 feet to a spike; thence South 3 degrees 50' East, 50 feet to a spike; thence South 22 degrees 15' West, 57.14 feet to a point; thence South 16 degrees 15' East, 30 feet to the centerline of Forfeit Run Road and the point and place of beginning. Containing 0.6476 acres of Land and being subject to all legal highways.

Subject to and including easements and restrictions of record.

Said premises commonly known as: 7206 Harrison Avenue, Cincinnati, Ohio 45239  
Parcel Number 540-988-125

Tax ID: 510-0360-0195-00

Prior Instrument Reference: Volume 4323, Page 1360

Property Situated in the City of Cincinnati, Hamilton County, State of Ohio

Site: 875 867

Site Name Miami Station

PCS Site Agreement

Site I. D. CI03XC 612E

## Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated 11-4, 1997, between HAROLD L. AND NORA B. HENSLEY ("Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom").

Such Agreement provides in part that Owner leases to SprintCom a certain site ("Site") located at 7206 HARRISON AVE, City of CINCINNATI, County of HAMILTON, State of OHIO, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on 11-4, 1997, which term is subject to four (4) additional five (5) year extension periods by SprintCom.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

REBECCA PREM GRODDE  
HAMILTON COUNTY RECORDER

Doc #98 - 137898 Type: DE  
Filed: 07/27/1998 1:51:27 PM \$ 22.00  
Off. Rec.: 7711 2358 F M43 4 738

"OWNER"

Harold L. Hensley  
Nora B. Hensley

Name: Harold L. & Nora B. Hensley

Title: Owners

See Exhibit B1 for continuation of Owner signatures

Address: \_\_\_\_\_

IN THE PRESENCE OF:

Kathleen M. Helling  
KATHLEEN M. HELLING

Patricia S. Pappas  
PATRICIA S. MARION DODGE

Owner Initials N.H. H.L.H

SprintCom Initials R

Attach Exhibit A - Site Description

HAMMILLTON COUNTY OHIO  
COURT CLERKS  
CITY CLERKS  
1989 JULY 27 PM 1:35

TRANSFER NOT NECESSARY

DUSTY RHODES  
COUNTY AUDITOR

REC'D FOR TRANS

7711 2358

PREPARED BY LINDA TIPELL

State of OHIO

County of HAMILTON

On 1-5-98, before me, MYRA J. RUNK, Notary Public, personally appeared HAROLD L. HENSLEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Myra J. Runk  
Notary Public

(SEAL)

My commission expires: MYRA J. RUNK

Notary Public. State of Ohio  
My Commission Expires March 15, 1999

State of OHIO

County of HAMILTON

On 1-5-98, before me, MYRA J. RUNK, Notary Public, personally appeared NORA B. HENSLEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Myra J. Runk  
Notary Public

(SEAL)

My commission expires: MYRA J. RUNK  
Notary Public. State of Ohio  
My Commission Expires March 15, 1999



8289 1155

State of OHIO

County of HAMILTON

On 5-4-98, before me, CECILE SPROUT, Notary Public

personally appeared, TONY CAUDILL, personally known to me ( or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Cecile P. SPROUT  
Notary Public

(seal)

CECILE P. SPROUT  
Notary Public, State of Ohio  
My Commission Expires Nov. 3, 1999

My commission expires: 11-3-99

7711 2360

Beginning at a point which is the intersection of the centerline of Forfeit Run Road and the centerline of Harrison Pike; thence North 73 degrees 45 East, 97.78 feet to a spike in the centerline of Forfeit Run Road and the real point and place of beginning; thence continuing North 73 degrees 45' East along the said centerline of Forfeit Run Road, 86 feet to a point; thence North 18 degrees 35' West, 100 feet to a point; thence North 14 degrees 53' East, 53 feet to a point; thence North 28 degrees 32' East, 131 feet to a point; thence North 64 degrees 57' West, 112.35 feet to a point; thence South 31 degrees 48' West, 159.87 feet to a spike; thence South 46 degrees 40' East, 95.01 feet to a spike; thence South 3 degrees 50' East, 50 feet to a spike; thence South 22 degrees 15' West, 57.14 feet to a point; thence South 16 degrees 15' East, 30 feet to the centerline of Forfeit Run Road and the point and place of beginning. Containing 0.6476 acres of Land and being subject to all legal highways.

Subject to and including easements and restrictions of record.

Said premises commonly known as: 7206 Harrison Avenue, Cincinnati, Ohio 45239  
Parcel Number: 510-360-195

7711 2361

## EXHIBIT A

the following REAL PROPERTY: Situated in the County of Hamilton in the State of Ohio and in the City of Cincinnati : (2)

Beginning at a point which is the intersection of the centerline of Forfeit Run Road and the centerline of Harrison Pike; thence North  $73^{\circ}45'$  East, 97.78 feet to a spike in the centerline of Forfeit Run Road and the real point and place of beginning; thence continuing North  $73^{\circ}45'$  East along the said centerline of Forfeit Run Road, 86 feet to a point; thence North  $18^{\circ}35'$  West, 100 feet to a point; thence North  $14^{\circ}53'$  East, 53 feet to a point; thence North  $28^{\circ}32'$  East, 131 feet to a point; thence North  $64^{\circ}57'$  West, 112.35 feet to a point; thence South  $31^{\circ}48'$  West, 159.87 feet to a spike; thence South  $46^{\circ}40'$  East, 95.01 feet to a spike; thence South  $3^{\circ}50'$  East, 50 feet to a spike; thence South  $22^{\circ}15'$  West, 57.14 feet to a point; thence South  $16^{\circ}15'$  East, 30 feet to the centerline of Forfeit Run Road and the point and place of beginning. Containing 0.6476 acres of land and being subject to all legal highways.

Subject to and including easements and restrictions of record.

510-360-195

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map - 6/27/702

CAGIS - \_\_\_\_\_

Prepared by:

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

④

#### FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS FIRST AMENDMENT TO PCS SITE AGREEMENT ("First Amendment") is made effective this 1 day of December, 2011 by and between ***HAROLD L. HENSLEY and NORA B. HENSLEY***, husband and wife, with a mailing address of 7208 Harrison Avenue, Cincinnati, Ohio 45247 ("Owner") and ***STC TWO LLC, a Delaware limited liability company, by GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, its Attorney in Fact*** ("Lessee") with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WHEREAS, Owner and SprintCom, Inc. ("SprintCom") entered into a PCS Site Agreement dated November 4, 1997, for which a Memorandum of PCS Site Agreement was recorded in Book 7711, Page 2358 in the Public Records of Hamilton County, Ohio, for property located in the City of Cincinnati, County of Hamilton, State of Ohio (the "Site") being part of a larger parcel of property owned by Owner; and,

WHEREAS, 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; 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 Site to STC TWO LLC ("STC"); and,

WHEREAS, STC entered into a Site Designation Supplement to Master Sublease Agreement, pursuant to which STC subleased a portion of the Site to Global Signal Acquisitions II LLC; and,

WHEREAS, the Agreement has an initial term of five (5) years, which commenced on November 4, 1997, and four (4) additional terms of five (5) years each, which renew automatically and terminate on November 3, 2022; and,

WHEREAS, Owner and Lessee now desire to amend the terms of the Agreement 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, Owner and Lessee agree as follows:

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

2. Delete and Replace Paragraph 2. Paragraph 2 of the Agreement is deleted in its entirety and replaced with the following:

"Term. The term of this Agreement (the "Initial Term") is five (5) years, commencing on the date ("Commencement Date") both SprintCom and Owner have executed this Agreement. This Agreement will be automatically renewed for nine (9) additional terms (each a "Renewal Term") of five (5) years each, unless SprintCom provides Owner notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. The final Agreement expiration date shall be November 3, 2047."

3. Amend Paragraph 3. Paragraph 3 of the Agreement is amended by adding the following subparagraphs:

“Commencing on November 1, 2012, and on the anniversary of that date each year thereafter (the “Adjustment Date”), the annual rent shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average (“CPI-U”) indicator and shall be determined by dividing the CPI-U indicator, published three (3) months prior to the Adjustment Date, by the CPI-U indicator published one (1) year and three (3) months prior to the Adjustment Date, and multiplying the resultant number by the annual Agreement rental amount of the most recent rent. In no event shall the increase in rent calculated for any one-year period exceed 3% of the most recent rent. In no event shall the increase in rent for any one-year period fall below 1% of the most recent rent. Such rent escalations shall replace any rent escalations currently in the Agreement.



If after full execution of this First Amendment, Lessee enters into any future sublease or license with a broadband tenant not already a subtenant at the Site (each a “Future Broadband Sublease”), Lessee shall pay to Owner a monthly fee for such Future Broadband Sublease equal to twenty-five percent (25%) of the Agreement monthly base rent then in effect.”



4. Delete and Replace Paragraph 5. Paragraph 5 of the Agreement is deleted in its entirety and replaced with the following:

“Assignment/Subletting. Lessee may sublease or license the Site without the prior consent of Owner. Lessee will not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, Lessee may assign this Agreement without Owner’s prior consent to any party controlling, controlled by or under common control with Lessee, or to any party which acquires substantially all of the assets of Lessee.”

5. Amend Paragraph 7. Paragraph 7 of the Agreement is amended by adding the following subparagraph to the existing paragraph:

"Notwithstanding any contrary provision in the Agreement, if requested by Lessee, Owner 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 to utilize the Site for the purpose of constructing, maintaining and operating communications facilities. Owner will agree to be named applicant if requested by Lessee. In furtherance of the foregoing, Owner will appoint Lessee as Owner's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Owner's behalf."

6. Additional Paragraph 22. The following paragraph is added to the Agreement as Paragraph 22:

"Option For Additional Land. As further consideration for entering into this First Amendment, during the term of the Agreement, Lessee shall have the irrevocable option ("Option") to lease up to a maximum of 500 square feet of additional real property adjacent to the existing lease area at a location generally depicted on Exhibit A, attached hereto ("Additional Lease Area") on the same terms and conditions set forth in the Agreement. If Lessee elects to exercise the Option, Lessee shall pay the same rent per square foot for the Additional Lease Area as the rent paid per square foot by Lessee for the existing lease area at the time Lessee exercises the Option. Lessee may exercise the Option by providing written notice to Owner at any time. Within 30 days after Lessee's exercise of the Option, Owner agrees to execute and deliver an amendment to the Lease, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Lessee's interest in the Additional Lease Area. In addition, within 30 days after Lessee's exercise of the Option, Owner shall obtain and deliver any documentation necessary to free the Additional Lease Area from any mortgages, deeds of trust, liens or encumbrances."

7. Additional Consideration. As additional consideration for entering into the First Amendment, Lessee shall pay to Owner 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 Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor, and all other terms of the original Agreement, as previously amended shall remain in effect.

8. Representations, Warranties and Covenants of Owner. Owner represents, warrants and covenants to Lessee as follows:

- (a) The Site is owned by Owner 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 Lessee arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.
- (b) Upon Lessee's request, Owner agrees to discharge and cause to be released (or, if approved by Lessee, subordinated to Lessee's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Site.
- (c) Upon Lessee's request, Owner agrees to cure any defect in Owner's title to the Site which in the reasonable opinion of Lessee has or may have an adverse effect on Lessee's use or possession of the Site.
- (d) Owner agrees to execute such further documents and provide such further assurances as may be reasonably requested by Lessee to effect any release or cure referred to in this paragraph, to evidence the full intention of the parties, and to assure Lessee's use, possession and quiet enjoyment of the Site under the Agreement as amended hereby.

9. IRS Form W-9. Owner agrees to provide Lessee 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 Lessee. In the event the Site is transferred, the succeeding owner shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work

to affect a transfer in rent to the new owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

10. Estoppel/Remainder of Agreement Unaffected. Owner ratifies, confirms and adopts the Agreement as of the date hereof, and acknowledges that there are no defaults under the Agreement 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 Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. This First Amendment supersedes that certain Letter Agreement by and between Owner and Lessee dated October 31, 2011 and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, the terms and conditions in this First Amendment shall control.

11. Authority. Owner and Lessee represent and warrant that Owner and Lessee 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 Agreement, as amended.

[signature page follows]

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

OWNER:

**HAROLD L. HENSLEY**

Harold L. Hensley

Date: 11-23-11

**NORA B. HENSLEY**

Nora B. Hensley

Date: 11-23-11

STATE OF OHIO

)

COUNTY OF Hamilton

) SS:

)

On this 23 day of November, 2011, before me personally appeared **HAROLD L. HENSLEY and NORA B. HENSLEY**, husband and wife, 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) 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



BRYAN J. WALLACE  
Notary Public, State of Ohio  
My Commission Expires Jan. 28, 2013

My commission expires Jan 28, 2013

LESSEE:

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

By: Tracy Van Swel

Name: Tracy Van Swel  
Real Estate Transaction Manager

Title: \_\_\_\_\_

Date: 12-1-11

## COPY

STATE OF Texas

)

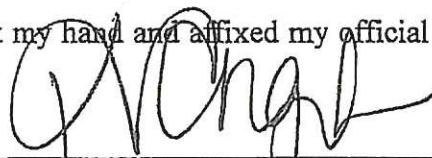
COUNTY OF Harris

) SS:

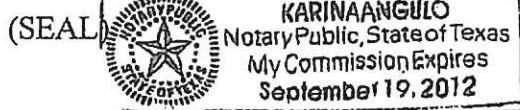
)

On this 1 day of December, 20 11, before me personally appeared Tracy Van Swel, to me known to be the Real Manager 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.

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Notary Public



My commission expires 9-19-2012

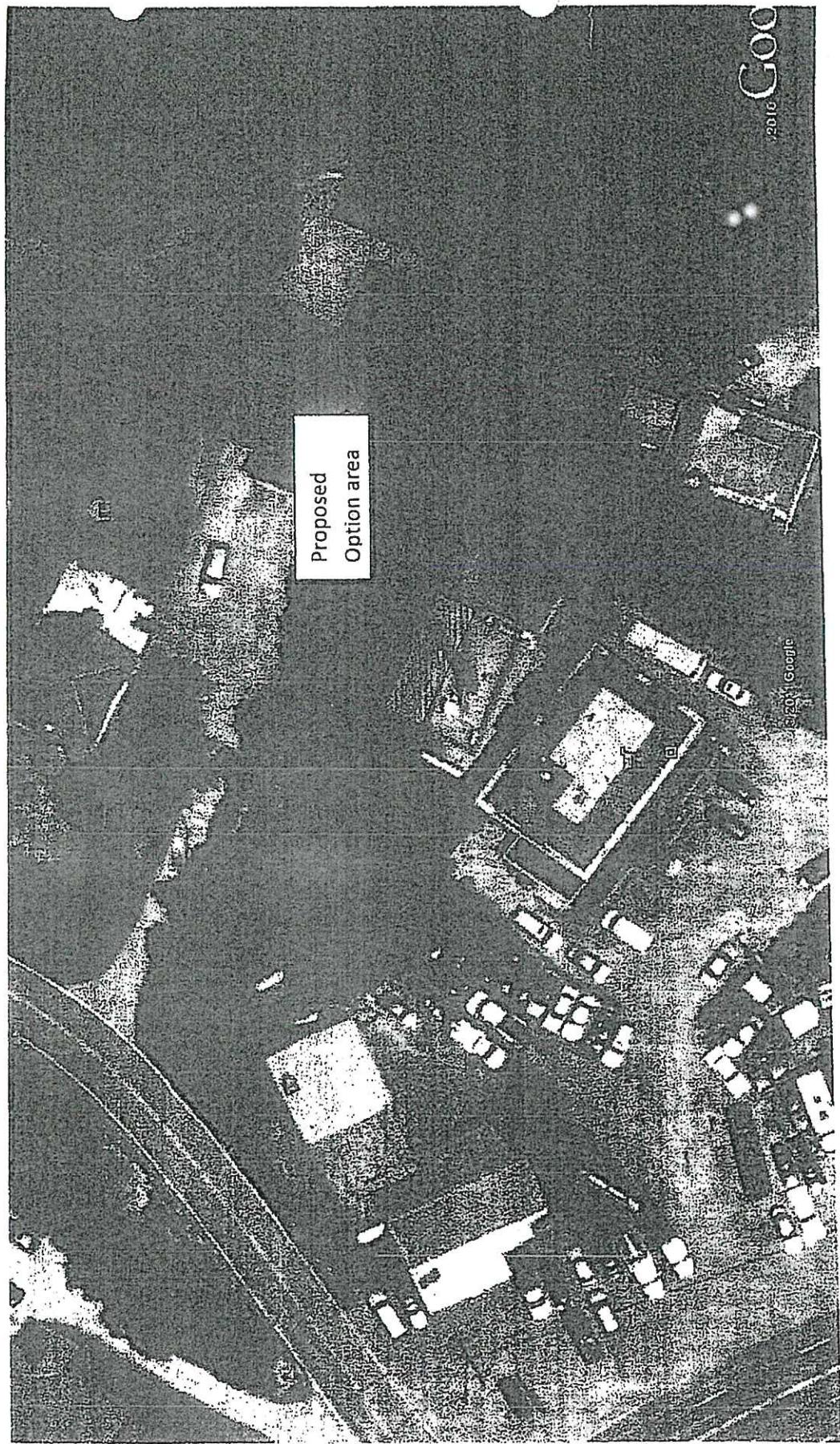
EXHIBIT A

ATTACHED APPROXIMATE LOCATION OF ADDITIONAL LEASE AREA

(1 Page)

**Proposed Option Area**

(Survey to be ordered upon execution of option)



Prepared by:

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

(4)

#### FIRST AMENDMENT TO PCS SITE AGREEMENT

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WHEREAS, STC entered into a Site Designation Supplement to Master Sublease Agreement, pursuant to which STC subleased a portion of the Site to Global Signal Acquisitions II LLC; and,

WHEREAS, the Agreement has an initial term of five (5) years, which commenced on November 4, 1997, and four (4) additional terms of five (5) years each, which renew automatically and terminate on November 3, 2022; and,

WHEREAS, Owner and Lessee now desire to amend the terms of the Agreement 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, Owner and Lessee agree as follows:

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

2. Delete and Replace Paragraph 2. Paragraph 2 of the Agreement is deleted in its entirety and replaced with the following:

"Term. The term of this Agreement (the "Initial Term") is five (5) years, commencing on the date ("Commencement Date") both SprintCom and Owner have executed this Agreement. This Agreement will be automatically renewed for nine (9) additional terms (each a "Renewal Term") of five (5) years each, unless SprintCom provides Owner notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. The final Agreement expiration date shall be November 3, 2047."

3. Amend Paragraph 3. Paragraph 3 of the Agreement is amended by adding the following subparagraphs:

“Commencing on November 1, 2012, and on the anniversary of that date each year thereafter (the “Adjustment Date”), the annual rent shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average (“CPI-U”) indicator and shall be determined by dividing the CPI-U indicator, published three (3) months prior to the Adjustment Date, by the CPI-U indicator published one (1) year and three (3) months prior to the Adjustment Date, and multiplying the resultant number by the annual Agreement rental amount of the most recent rent. In no event shall the increase in rent calculated for any one-year period exceed 3% of the most recent rent. In no event shall the increase in rent for any one-year period fall below 1% of the most recent rent. Such rent escalations shall replace any rent escalations currently in the Agreement.



If after full execution of this First Amendment, Lessee enters into any future sublease or license with a broadband tenant not already a subtenant at the Site (each a “Future Broadband Sublease”), Lessee shall pay to Owner a monthly fee for such Future Broadband Sublease equal to twenty-five percent (25%) of the Agreement monthly base rent then in effect.”



4. Delete and Replace Paragraph 5. Paragraph 5 of the Agreement is deleted in its entirety and replaced with the following:

“Assignment/Subletting. Lessee may sublease or license the Site without the prior consent of Owner. Lessee will not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, Lessee may assign this Agreement without Owner’s prior consent to any party controlling, controlled by or under common control with Lessee, or to any party which acquires substantially all of the assets of Lessee.”

5. Amend Paragraph 7. Paragraph 7 of the Agreement is amended by adding the following subparagraph to the existing paragraph:

"Notwithstanding any contrary provision in the Agreement, if requested by Lessee, Owner 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 to utilize the Site for the purpose of constructing, maintaining and operating communications facilities. Owner will agree to be named applicant if requested by Lessee. In furtherance of the foregoing, Owner will appoint Lessee as Owner's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Owner's behalf."

6. Additional Paragraph 22. The following paragraph is added to the Agreement as Paragraph 22:

"Option For Additional Land. As further consideration for entering into this First Amendment, during the term of the Agreement, Lessee shall have the irrevocable option ("Option") to lease up to a maximum of 500 square feet of additional real property adjacent to the existing lease area at a location generally depicted on Exhibit A, attached hereto ("Additional Lease Area") on the same terms and conditions set forth in the Agreement. If Lessee elects to exercise the Option, Lessee shall pay the same rent per square foot for the Additional Lease Area as the rent paid per square foot by Lessee for the existing lease area at the time Lessee exercises the Option. Lessee may exercise the Option by providing written notice to Owner at any time. Within 30 days after Lessee's exercise of the Option, Owner agrees to execute and deliver an amendment to the Lease, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Lessee's interest in the Additional Lease Area. In addition, within 30 days after Lessee's exercise of the Option, Owner shall obtain and deliver any documentation necessary to free the Additional Lease Area from any mortgages, deeds of trust, liens or encumbrances."

7. Additional Consideration. As additional consideration for entering into the First Amendment, Lessee shall pay to Owner 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 Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor, and all other terms of the original Agreement, as previously amended shall remain in effect.

8. Representations, Warranties and Covenants of Owner. Owner represents, warrants and covenants to Lessee as follows:

- (a) The Site is owned by Owner 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 Lessee arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.
- (b) Upon Lessee's request, Owner agrees to discharge and cause to be released (or, if approved by Lessee, subordinated to Lessee's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Site.
- (c) Upon Lessee's request, Owner agrees to cure any defect in Owner's title to the Site which in the reasonable opinion of Lessee has or may have an adverse effect on Lessee's use or possession of the Site.
- (d) Owner agrees to execute such further documents and provide such further assurances as may be reasonably requested by Lessee to effect any release or cure referred to in this paragraph, to evidence the full intention of the parties, and to assure Lessee's use, possession and quiet enjoyment of the Site under the Agreement as amended hereby.

9. IRS Form W-9. Owner agrees to provide Lessee 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 Lessee. In the event the Site is transferred, the succeeding owner shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work

to affect a transfer in rent to the new owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

10. Estoppel/Remainder of Agreement Unaffected. Owner ratifies, confirms and adopts the Agreement as of the date hereof, and acknowledges that there are no defaults under the Agreement 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 Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. This First Amendment supersedes that certain Letter Agreement by and between Owner and Lessee dated October 31, 2011 and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, the terms and conditions in this First Amendment shall control.

11. Authority. Owner and Lessee represent and warrant that Owner and Lessee 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 Agreement, as amended.

[signature page follows]

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

OWNER:

**HAROLD L. HENSLEY**

Harold L. Hensley

Date: 11-23-11

**NORA B. HENSLEY**

Nora B. Hensley

Date: 11-23-11

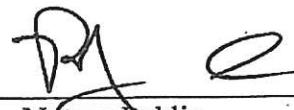
STATE OF OHIO

COUNTY OF HAMILTON

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On this 23 day of November, 20 11, before me personally appeared **HAROLD L. HENSLEY and NORA B. HENSLEY**, husband and wife, 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) 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



BRYAN J. WALLACE  
Notary Public, State of Ohio  
My Commission Expires Jan. 28, 2013

My commission expires Jan 28, 2013

LESSEE:

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

By: Tracy Van Swol

Name: Tracy Van Swol  
Real Estate Transaction Manager

Title: \_\_\_\_\_

Date: 12-1-11

## COPY

STATE OF Texas

)

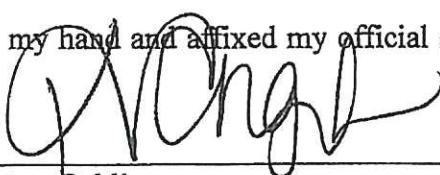
) SS:

COUNTY OF Harris

)

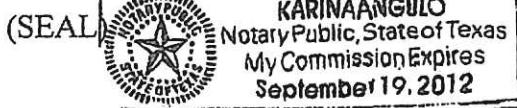
On this 1 day of December, 20 11, before me personally appeared Tracy Van Swol, to me known to be the Real Manager for **GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, Attorney in Fact for STC TWO LLC, a Delaware limited liability company**, that executed the foregoing First 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.



Notary Public

My commission expires 9-19-2012



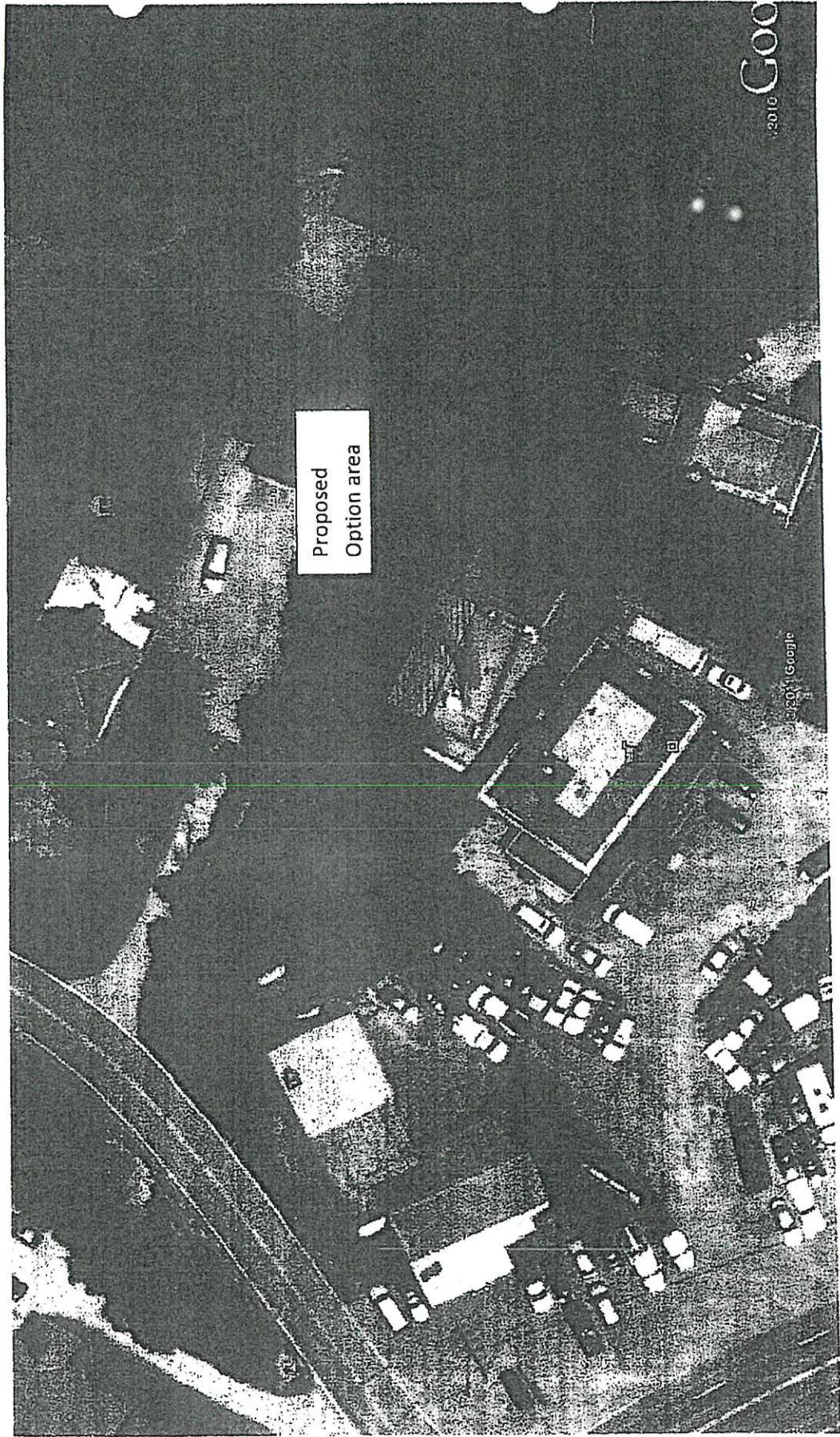
**EXHIBIT A**

**ATTACHED APPROXIMATE LOCATION OF ADDITIONAL LEASE AREA**

**(1 Page)**

**Proposed Option Area**

(Survey to be ordered upon execution of option)



Site Name Miami Station

PCS Site Agreement

Site I. D. CI03XC 612E

## Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated 11-4, 1997, between HAROLD L. AND NORA B. HENSLEY ("Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom").

Such Agreement provides in part that Owner leases to SprintCom a certain site ("Site") located at 7206 HARRISON AVE, City of CINCINNATI, County of HAMILTON, State of OHIO, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on 11-4, 1997, which term is subject to four (4) additional five (5) year extension periods by SprintCom.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

REBECCA PREM GROPPE  
HAMILTON COUNTY RECORDER

Doc #98 - 137898 Type: DE  
Filed: 07/27/1998 1:51:27 PM \$ 22.00  
Off. Rec.: 7711 2358 F M43 4 738

"OWNER"

Harold L. Hensley  
Nora B. Hensley

Name: Harold L. & Nora B. Hensley

Title: Owners

See Exhibit B1 for continuation of Owner signatures

Address: \_\_\_\_\_

IN THE PRESENCE OF:

Hadleen M. Helling  
KATHLEEN M. HELLING

PATRICK S. PAPPENHAGEN  
PATRICK S. PAPPENHAGEN

Owner Initials N.H. H.L.H.

SprintCom Initials L

Attach Exhibit A - Site Description

HAMILTON COUNTY OHIO  
CITY CLERKS OFFICES  
500 W. 7TH ST. CANTON, OH 44701  
920-426-2100

56:1 PH 27 JUL 8 1998

TRANSFER NOT NECESSARY

DUSTY RHODES  
COUNTY AUDITOR

RECD FOR TRANS

7711 2358

PREPARED BY LINDA TIPELL

State of OHIO

County of HAMILTON

On 1-5-98, before me, MYRA J. RUNK, Notary Public, personally appeared HAROLD L. HENSLEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Myra J. Runk  
Notary Public

(SEAL)

My commission expires:

  
\_\_\_\_\_  
MYRA J. RUNK  
Notary Public. State of Ohio  
My Commission Expires March 15, 1999

State of OHIO

County of HAMILTON

On 1-5-98, before me, MYRA J. RUNK, Notary Public, personally appeared MYRA B. HENSLEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Myra J. Runk  
Notary Public

(SEAL)

My commission expires: MYRA J. RUNK  
  
\_\_\_\_\_  
Notary Public. State of Ohio  
My Commission Expires March 15, 1999

232 1151



State of OHIO

County of HAMILTON

On 5-4-98, before me, CECILE SPROUT, Notary Public

personally appeared, Tony Caudill, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Cecile P. SPROUT  
Notary Public

(seal)

CECILE P. SPROUT  
Notary Public, State of Ohio  
My Commission Expires Nov. 3, 1999

My commission expires: 11-3-99

7711 2360

Beginning at a point which is the intersection of the centerline of Forfeit Run Road and the centerline of Harrison Pike; thence North 73 degrees 45 East, 97.78 feet to a spike in the centerline of Forfeit Run Road and the real point and place of beginning; thence continuing North 73 degrees 45' East along the said centerline of Forfeit Run Road, 86 feet to a point; thence North 18 degrees 35' West, 100 feet to a point; thence North 14 degrees 53' East, 53 feet to a point; thence North 28 degrees 32' East, 131 feet to a point; thence North 64 degrees 57' West, 112.35 feet to a point; thence South 31 degrees 48' West, 159.87 feet to a spike; thence South 46 degrees 40' East, 95.01 feet to a spike; thence South 3 degrees 50' East, 50 feet to a spike; thence South 22 degrees 15' West, 57.14 feet to a point; thence South 16 degrees 15' East, 30 feet to the centerline of Forfeit Run Road and the point and place of beginning. Containing 0.6476 acres of Land and being subject to all legal highways.

Subject to and including easements and restrictions of record.

Said premises commonly known as: 7206 Harrison Avenue, Cincinnati, Ohio 45239  
Parcel Number: 510-360-195

7711 2361

## EXHIBIT A

the following **REAL PROPERTY**: Situated in the County of **Hamilton** in the State  
of **Ohio** and in the City of **Cincinnati** ;#

Beginning at a point which is the intersection of the centerline of Forfeit Run Road and the centerline of Harrison Pike; thence North  $73^{\circ}45'$  East, 97.78 feet to a spike in the centerline of Forfeit Run Road and the real point and place of beginning; thence continuing North  $73^{\circ}45'$  East along the said centerline of Forfeit Run Road, 86 feet to a point; thence North  $18^{\circ}35'$  West, 100 feet to a point; thence North  $14^{\circ}53'$  East, 53 feet to a point; thence North  $28^{\circ}32'$  East, 131 feet to a point; thence North  $64^{\circ}57'$  West, 112.35 feet to a point; thence South  $31^{\circ}48'$  West, 159.87 feet to a spike; thence South  $46^{\circ}40'$  East, 95.01 feet to a spike; thence South  $3^{\circ}50'$  East, 50 feet to a spike; thence South  $22^{\circ}15'$  West, 57.14 feet to a point; thence South  $16^{\circ}15'$  East, 30 feet to the centerline of Forfeit Run Road and the point and place of beginning. Containing 0.6476 acres of land and being subject to all legal highways.

Subject to and including easements and restrictions of record.

510-360-195

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map - CD 271.702

CAGIS - \_\_\_\_\_