

8/13/08 Copy - waiting for signed Return original.



301 North Cattlemen Road  
Suite 200  
Sarasota, FL 34232

Tel: 941 364.8886  
Fax: 724 416.6465  
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July 8, 2008

M. Angela Baumgartner  
5421 Maurus Ct.  
Lisle, IL 60532  
(630) 725-5472

**RE: Business Unit #: 875423**  
**Site Name: United Express**

Dear Mrs. Baumgartner:

This letter agreement ("Letter Agreement") sets forth the terms of the agreement that is to be memorialized between STC Two LLC, a Delaware limited liability company, by Global Signal Acquisitions II LLC, a Delaware limited liability company, its Attorney In Fact ("Lessee") and M. Angela Baumgartner, ("Lessor"), to modify, among other things, the length of the term in the lease agreement between Lessor and Lessee dated September 21, 2000, as may be amended ("Lease") for property located in DuPage County, Illinois ("Property").

For and in consideration of One Hundred Dollars (\$100.00) to be paid by Lessee to Lessor within 30 days after full execution of this Letter Agreement, the parties agree as follows:

1. Lessor and Lessee will enter into an amendment to the Lease ("Lease Amendment") wherein the term of the Lease will be modified. The Lease currently provides, in section 2 that there are three (3) remaining renewal terms of five (5) years each and the current final Lease expiration date is September 20, 2025. That Lease section will be amended to provide that there will be ten (10) remaining renewal terms of five (5) years each, whereby adding seven (7) additional terms of five (5) years each, resulting in a new final Lease expiration date of September 20, 2060. Each renewal term shall be automatic and require no notice by either party.

2. In addition to the modification described above, the Lease Amendment will further modify the Lease to provide:

- a. The last sentence of section 3 titled "Rent" shall be modified to reflect that "Commencing on September 21, 2009, and on the anniversary of that date each year thereafter (the "Adjustment Date"), the monthly 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 monthly lease rental amount of the most recent rent. Such escalation shall not exceed 2.5% per annum", ~~and; Nor less than 1% per annum~~, AND; *MAB*
- b. Rent effective September 21, 2008 shall escalate to a new base rent ("New Base Rent") amount of \$1,749.00 per month, which represents a 6% increase from the current rent and an escalation based on the proportionate share of 3/5ths of a 5 year term, and 3/5ths of the per term escalation of 10%. This New Base Rent shall be the rent used to calculate the annual CPI-U escalation going forward as specified in section 2.a. of this Letter Agreement, and;

- c. If, during the Lease Term, Lessor receives an offer from any entity that owns and operates towers or other facilities for wireless telecommunications or any entity that is in the business of acquiring Lessor's interest in ground lease, Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice, and;
- d. Effective at the start of the extension on September 21, 2025, Lessor's rent from Lessee shall undergo a one time adjustment equal to 7% of the then current rent. Such one time adjustment shall be in addition to the annual CPI increase to be applied as specified in section 2.a. of this Letter Agreement.

3. Lessor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.

4. Upon receipt of this Letter Agreement evidencing Lessor's acceptance of the terms herein, Lessee shall submit this Letter Agreement to its property committee. If the Letter Agreement is approved by the property committee, Lessee shall prepare the Lease Amendment and Lessor shall execute the same without any unreasonable delay.

5. Irrespective of whether the transaction contemplated by this Letter Agreement is consummated, Lessor and Lessee each will pay its own out-of-pocket expenses.

6. Notwithstanding anything to the contrary contained herein, Lessee has the complete right to terminate this Letter Agreement for any or no reason at any time prior to full execution of the Lease Amendment, without damages.

7. Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Letter Agreement and to perform all of its obligations under this Letter Agreement and to execute and deliver all documents, including but not limited to the Lease Amendment, required by this Letter Agreement. From the date of this Letter Agreement through the date that Lessor executes the Lease Amendment, Lessor shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Lessor shall promptly notify Lessee if any representation or warranty is or possibly may not be true or correct. Lessor's representations, warranties and covenants shall survive following the full execution of the Lease Amendment.

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

LESSOR:

M. Angela Baumgartner

By: M. Angela Baumgartner

Name: M. Angela Baumgartner

Title: Owner

Date: Aug. 13, 2008

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: Scott Tonnesen

Title: Land Acquisition Manager

Date: \_\_\_\_\_

## MEMORANDUM OF AMENDMENT

This document was prepared by:

DYKEMA GOSSETT PLLC  
Danielle Graceffa, Esq.  
400 Renaissance Center  
Detroit, Michigan 48243

After recording return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See Exhibit A for Common Address and Tax Parcel No. – Above Space for Recorder's Use Only

This Memorandum of Amendment (the "Memorandum") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between **M. ANGELA BAUMGARTNER, AS TRUSTEE OF THE M. ANGELA BAUMGARTNER TRUST UNDER AGREEMENT DATED DECEMBER 12, 1994** ("Owner"), whose address is 5421 Maurus Court, Lisle, Illinois 60532, and **STC TWO LLC**, a Delaware limited liability company ("Tenant"), successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, by and through its attorney in fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, by Global Signal Services LLC, a Delaware limited liability company, its Manager, with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

### RECITALS

WHEREAS, Owner and Tenant are the current parties under that certain PCS Site Agreement dated September 21, 2000, originally by and between Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), and Owner, as amended by that Amendment to PCS Site Agreement dated July 30, 2001 (as amended, the "Agreement"); whereby SSLP leased certain real property from Owner, together with access and utility easements (the "Site"), located in Du Page County, Illinois, which is located on a portion of Owner's property that is more particularly described on **Exhibit "A"** (the "Parent Parcel");

WHEREAS, the Agreement was assigned to Tenant pursuant to a General Assignment and Assumption Agreement executed and effective as of May 26, 2005; and

WHEREAS, the parties have modified the terms of the Agreement by that certain Second Amendment to PCS Site Agreement dated the same date as this Memorandum, and wish to provide record notice of the existence of the Agreement as amended thereby (hereafter, the Agreement is referred to as the "Amended Agreement") and the status of certain rights and interests thereunder through the recording of this Memorandum in the Public Records.

### **OPERATIVE PROVISIONS**

NOW, THEREFORE, for and in consideration of the sum of \$100.00, the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Tenant hereby agree as follows:

1. The recitals hereinabove are true and correct and are incorporated herein by this reference.
2. Owner hereby acknowledges, ratifies, and confirms Tenant's interest in and to the Amended Agreement.
3. Owner and Tenant certify that the Amended Agreement is in full force and effect, and that as of the date hereof, there are no current defaults or breaches under the Amended Agreement by Owner and/or Tenant. Further, Owner and Tenant are not aware of any events which have occurred which, with the passage of time or service of notice, or both, would constitute a default under the Amended Agreement and that Owner and Tenant have full right to execute and deliver this instrument.
4. The terms and provisions of the Amended Agreement are hereby restated and incorporated herein by this reference.
5. The Amended Agreement provides that the initial term of the Amended Agreement is five (5) years, commencing on September 21, 2000, with eleven (11) renewal terms of five (5) years each. The term of the Amended Agreement, including all renewal terms, if exercised, will terminate on September 20, 2060.
6. Owner has granted Tenant a right of first refusal ("Right of First Refusal") which includes the right to purchase, lease or license all or a portion of the Site. The terms of the Right of First Refusal are fully set forth in the Amended Agreement.
7. The parties consent to the recording of this Memorandum in the Public Records of the county in which the Site is situated, and agree that this Memorandum shall be executed in recordable form.
8. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

IN WITNESS WHEREOF, Owner and Tenant have executed this Memorandum as of the date first written above:

OWNER:

THE M. ANGELA BAUMGARTNER TRUST  
UNDER AGREEMENT DATED DECEMBER  
12, 1994

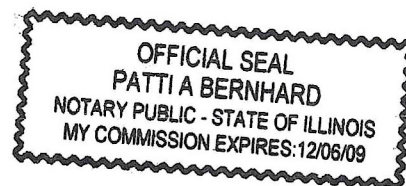
By: M. Angela Baumgartner  
Name: M. Angela Baumgartner  
Its: Trustee

STATE OF Illinois )  
COUNTY OF DeWitt ) SS

The foregoing was acknowledged before me this 18<sup>th</sup> day of September, 2008 by M. Angela Baumgartner, as Trustee of the M. Angela Baumgartner Trust under Agreement dated December 12, 1994, on behalf of the trust.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and the year last above written.

Patti A. Bernhard  
Notary Public, State of Illinois, County of DeWitt  
My Commission Expires:



[TENANT'S SIGNATURE PAGE TO FOLLOW]

**TENANT:**

**STC TWO LLC**, a Delaware limited liability company

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

Its: Attorney In Fact

By: Global Signal Services LLC, a  
Delaware limited liability company

Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF TEXAS                    )  
  ) SS  
COUNTY OF HARRIS            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of Global Signal Services LLC, a Delaware limited liability company, the Manager of Global Signal Acquisitions II LLC, a Delaware limited liability company, the Attorney In Fact for STC Two LLC, a Delaware limited liability company, on behalf of the limited liability company, he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

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Notary Public, State of Texas, County of Harris  
My Commission Expires:

EXHIBIT "A"

PARENT PARCEL

That part of Lot 1 in Gagne Assessment Plat, an assessment plat of part of the northwest quarter of Section 15, Township 38 North, Range 9 East of the third principal meridian, recorded as Document 950898, described as follows: Commencing at the northeast corner of said assessment plat, (being a point in the center line of Aurora Road, also known as North Aurora Road) and running thence Northwesterly along the northerly line of said assessment plat (being the center line of Aurora Road also known as North Aurora Road) 330.89 feet to the point of beginning; thence south and parallel to the east line of said Assessment plat, 338.36 feet; thence east at right angles to the last described course, 150.00 feet; thence north and parallel with the east line of said assessment plat, 309.15 feet to the point of beginning, all in Dupage County, Illinois.

Tax Parcel ID: 07-15-101-006

Common Address: 1748 N. Aurora, Naperville, IL 60563