

ORIGINAL

Site: United Express  
BUN: 875423

## SECOND AMENDMENT TO PCS SITE AGREEMENT

**THIS SECOND AMENDMENT TO PCS SITE AGREEMENT** (the "Amendment") is made effective this 26<sup>th</sup> day of SEPTEMBER, 2008, by and between **M. ANGELA BAUMGARTNER, AS TRUSTEE OF THE M. ANGELA BAUMGARTNER TRUST UNDER AGREEMENT DATED DECEMBER 12, 1994** ("Owner"), having a mailing address of 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;

WHEREAS, the Site may be used for the purpose of installing, removing, replacing, modifying, maintaining and operating a communications facility, including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna structure;

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on September 20, 2025 ("Original Term") and Owner and Tenant desire to amend the terms of the Agreement to provide for additional terms beyond the Original Term; and

WHEREAS, Owner and Tenant desire to further amend the Agreement on the terms and conditions contained herein.

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

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

2. Modified, Deleted or Replaced Sections or Sentences.

(a) Section 2 of the Agreement is deleted in its entirety and the following language shall be substituted in lieu thereof:

"Term. The initial term of this Agreement is five (5) years (the "Initial Term"), commencing on March 15, 2000 ("Commencement Date"). This Agreement will be automatically renewed for eleven (11) additional terms (each a "Renewal Term") of five (5) years each, unless SSLP provides Owner notice of its intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term."

(b) The last sentence of Section 3 of the Agreement is deleted in its entirety and the following language shall be substituted in lieu thereof:

"Commencing on September 1, 2009, and on the anniversary of that date each year thereafter (each an "Adjustment Date"), the monthly base 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 the new rent shall be determined by dividing the CPI-U indicator, published three (3) months prior to the applicable Adjustment Date, by the CPI-U indicator published one (1) year and three (3) months prior to the applicable Adjustment Date, and multiplying the resultant number by the monthly lease rental amount of the most recent rent. In no event shall the increase in rent calculated for any one (1) year period be less than one percent (1%) of the most recent rent nor exceed two and one half percent (2.5%) of the most recent rent."

3. Rent. Notwithstanding anything in the Agreement to the contrary, effective September 1, 2008, there shall be a new monthly base rent ("New Base Rent") in the amount of \$1,749.00 per month, which represents a six percent (6%) increase from the current base rent. The New Base Rent is based on an escalation of the proportionate share of 3/5ths of a five (5) year term, and the 3/5ths of the per Renewal Term escalation of ten percent (10%). The New Base Rent shall be the rent used to calculate the annual CPI-U rent increase commencing on September 1, 2009 as specified in Section 2(b) above.

4. Additional Rent Escalation. Effective at the beginning of the Renewal Term that commences on September 21, 2025, there shall be a one time rent increase of seven percent (7%) of the then current base rent. This one time rent increase shall be in addition to the annual CPI-U rent increase to be applied pursuant to Section 2(b) above.

5. Right of First Refusal. If, during any Renewal Term, Owner receives an offer from any entity (along with any of its affiliates) that owns and operates towers or other facilities for wireless telecommunications or any entity that is in the business of acquiring Owner's interest in the Agreement and said entity desires to acquire any of the following interests in all or a portion of the Site: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Owner's interest in the Agreement, including, but not limited to, the Rent or revenue derived therefrom, whether separately or as part of the sale, transfer, grant, assignment, lease or encumbrance of the Parent Parcel or other interest in the Agreement, or (vi) an option to acquire any of the foregoing, Owner shall provide written notice to Tenant of said offer ("Owner's Notice"). Owner's Notice shall include the prospective buyer's/grantee's/tenant's name (as applicable), the monetary consideration being offered, and other consideration being offered, the other terms and conditions of the offer, a due diligence period (if any), the proposed closing date (or commencement date, as applicable) and, if a portion of the Parent Parcel, of which the Site is a part, is to be sold, a description of said portion. Tenant shall have a right of first refusal to match the proposal in the Owner's Notice, at its election and on the terms and conditions as in Owner's Notice. If Tenant does not exercise its right of first refusal by written notice to Owner given within twenty (20) days of receipt of Owner's Notice, Owner may proceed with the transaction described in the Owner's Notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such transaction.

6. Notice. The parties agree and acknowledge that all notices provided to Tenant pursuant to the Agreement shall be sent to the following address:

STC Two LLC  
c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attn: Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

7. Ratification. Owner and Tenant agree that any and all actions or inactions that have occurred or should have occurred prior to the date of this Amendment are approved and ratified by the parties and the parties agree that no breaches or defaults exist as of the date of this Amendment.

8. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement and all amendments thereto shall remain in full force and effect. Any portion of the Agreement and all amendments thereto that are inconsistent with this Amendment are hereby amended to be consistent.

9. Letter Agreement. In the event of any inconsistency or conflict between the terms of this Amendment and that certain Letter Agreement by and between Owner and Tenant dated July 8, 2008, this Amendment will govern and control. In the event Owner (as defined in this Amendment) includes any individual or entity that was not a party to the Letter Agreement, such

individual or entity agrees to be bound by the Lessor's (as defined in the Letter Agreement) obligations, representations, and warranties set forth in the Letter Agreement.

*[Remainder of page intentionally left blank; signatures to follow]*

IN WITNESS WHEREOF, Owner and Tenant have executed this Amendment 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

[TENANT SIGNATURE PAGE TO FOLLOW]

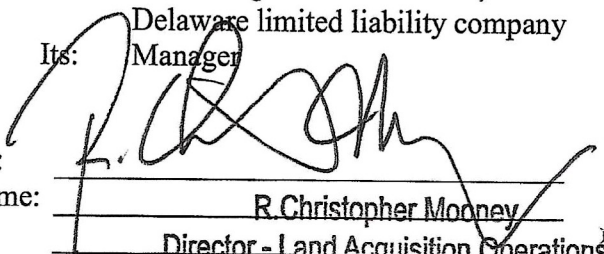
**TENANT:**

**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: R. Christopher Mooney  
Its: Director - Land Acquisition Operations

**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



301 North Cattlemen Road  
Suite 200  
Sarasota, FL 34232

Tel: 941 364.8886  
Fax: 724 416.6465  
[www.crowncastle.com](http://www.crowncastle.com)

August 4, 2008

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

Re: Letter of Intent (LOI) – United Express (875423)

Dear Mrs. Baumgartner:

Following, please find two (2) originals of the Letter of Intent (LOI), for the property located in DuPage County, Illinois.

Please execute both originals and return to me in the courier envelope enclosed. Upon receipt, I will in turn have both originals further executed and return one (1) original to your for your records.

If you have any questions, please contact me to discuss. I look forward to receipt of this information.

Respectfully,

A handwritten signature in blue ink that reads 'Sharry Bendel'.

Sharry Bendel  
Land Acquisition Specialist  
Crown Castle International  
Phn: (941) 308-5212  
Fax: (724) 416-6465  
e-mail: [sharry.bendel@crowncastle.com](mailto:sharry.bendel@crowncastle.com)

LOHD@CROWNCASTLE.COM

Enclosures



301 North Cattlemen Road  
Suite 200  
Sarasota, FL 34232

Tel: 941 364.8886  
Fax: 724 416.6465  
www.crowncastle.com

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; NOT 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: \_\_\_\_\_

Aug. 13, 2008

1-4 pages

To: Sherry Bendel

FAX 1-724-416-6465

RE: Lease # 148684

BUN 875423

From: M. Angela Baumgartner