

WHEN RECORDED RETURN TO:

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

Space above this line for Recorder's Use

A.P.N. 5307001021

Prior recorded document(s) in El Paso County, Colorado:
April 5, 2002 at #202055179
October 7, 2009 at #209117991

GROUND LEASE EXTENSION AGREEMENT

THIS GROUND LEASE EXTENSION AGREEMENT (the "Agreement") is by and between CROWN CASTLE TOWERS 09 LLC, a Delaware limited liability company ("Landlord") and STC FIVE LLC, a Delaware limited liability company ("Tenant") effective as of June 25, 2016 ("Effective Date").

WHEREAS, Landlord has acquired an easement ("Easement") along with a concomitant ground lease, as may be amended ("Ground Lease") relating to a certain tower site ("Tower Site") upon which Tenant has one or more communication towers and related improvements or assets. The Tower Site, of which the premises subject to the Ground Lease is a part, is more particularly described on Exhibit A attached hereto (the inclusion of the Tower Site description shall not be deemed to amend the leased premises description without an express agreement between Landlord and Tenant); and

WHEREAS, Landlord and Tenant desire and mutually agree to extend the term of the Ground Lease; and

WHEREAS, Landlord and Tenant have mutually agreed upon terms for the extension of the Ground Lease and they desire to memorialize such agreement in writing.

NOW, THEREFORE, Landlord and Tenant, for good and valuable consideration, agree as follows:

Definitions

"Agreement" means this Ground Lease Extension Agreement.

“Easement” means that certain Grant of Easement and Assignment of Lease, dated June 25, 2016, between Richard J. Schubert and Delores M.A. Schubert, in joint tenancy and Crown Castle Towers 09 LLC, and recorded in the official records of El Paso County, Colorado.

“Ground Lease” means the lease dated February 28, 2001 for property located in El Paso, Colorado, a memorandum of which is recorded in the official records of El Paso County, Colorado. The original Landlord’s interest in the lease was assigned to Landlord in the Easement which is dated June 25, 2016.

“Tenant’s Notice Address” means c/o Crown Castle USA Inc., General Counsel, Attn: Legal - Real Estate Dept., 2000 Corporate Drive, Canonsburg, PA 15317.

“Landlord’s Notice Address” means c/o Crown Castle USA Inc., General Counsel, Attn: Legal – Real Estate Dept., 2000 Corporate Drive, Canonsburg, PA 15317.

Ground Lease Term. Effective as of the date of this Agreement, the term of the Ground Lease shall be extended to the earlier of (i) February 27, 2041 or (ii) the termination date of the Easement. If there is any conflict between the Ground Lease and this Agreement, this Agreement shall prevail.

Ground Lease Termination. Tenant has the right to terminate the Ground Lease with at least five (5) years’ prior written notice to Landlord.

Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Landlord at Landlord’s Notice Address and to Tenant at Tenant’s Notice Address.

Assignment, Sublease, Licensing and Encumbrance. Tenant has the right, without any requirement that it pay any additional consideration to Landlord and at its sole discretion, to assign all or any interest in the Ground Lease and to sublease or license the rights granted to it in the Ground Lease or modify or alter the Tower Site. If there is any conflict between the Ground Lease and this Agreement, this Agreement shall prevail.

[Execution pages follow]

IN WITNESS WHEREOF, Landlord and Tenant having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year first written above.

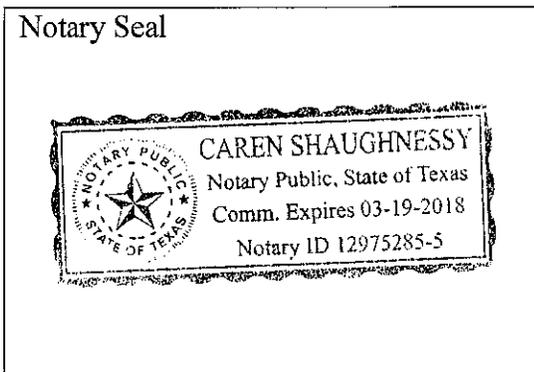
LANDLORD:
CROWN CASTLE TOWERS 09 LLC, a
Delaware limited liability company

By: 
Print Name: Angela Siebe
Title: Director Land Acq. Ops

STATE OF TEXAS)
)ss.
COUNTY OF HARRIS)

On this 22 day of June 2016, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Angela Siebe, the Director of CROWN CASTLE TOWER 09 LLC, known or identified to me to be the person whose name is subscribed to the foregoing Ground Lease Extension Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



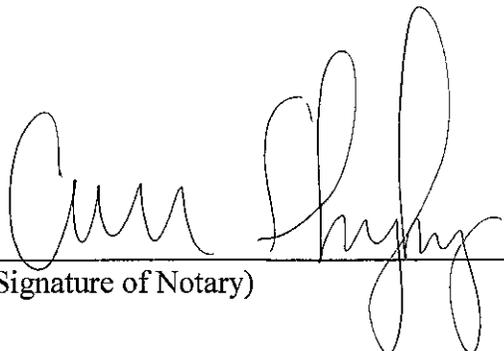

(Signature of Notary)
My Commission Expires: 3-19-18

EXHIBIT A

[Description of Tower Site]

THAT PART OF LOT 4 IN GLOVER SUBDIVISION, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4,
THENCE NORTH 27°11'51" WEST, A DISTANCE 596.77 FEET TO THE TRUE POINT OF
BEGINNING;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 47.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 35.00 FEET; THENCE NORTH
90°00'00" EAST, A DISTANCE OF 47.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 35.00 FEET TO THE POINT OF
BEGINNING.

EL PASO COUNTY, STATE OF COLORADO
CONTAINS ±1,645 SQ FEET OR ±0.038 ACRES MORE OR LESS.

Part of that certain property commonly known as 7445 Templeton Gap Rd., Colorado Springs,
Colorado 80923

Parcel No. 537001021

[Description of Access Easement Area]

THAT PART OF LOT 4 IN GLOVER SUBDIVISION, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4,
NORTH 30°49'19" WEST, A DISTANCE 623.90 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 78°07'40" WEST, 105.55 FEET TO A TANGENT CURVE TO THE LEFT
CONCAVE SOUTHERLY;
THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 300.00 FEET, AND
WHOSE LONG CHORD BEARS SOUTH 66°58'35" WEST AND HAS A CHORD LENGTH
OF 116.04 FEET, THROUGH A CENTRAL ANGLE OF 22°18'10", FOR AN ARC LENGTH
OF 116.78 FEET TO A REVERSE CURVE TO THE RIGHT CONCAVE NORTHERLY;
THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 150.00 FEET, AND
WHOSE LONG CHORD BEARS SOUTH 81°35'40" WEST AND HAS A CHORD LENGTH
OF 130.43 FEET, THROUGH A CENTRAL ANGLE OF 51°32'20", FOR AN ARC LENGTH
OF 134.93 FEET TO A POINT OF TANGENCY;
THENCE NORTH 72°38'10" WEST, 154.60 FEET TO A TANGENT CURVE TO THE LEFT
CONCAVE SOUTHERLY;
THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 500.00 FEET, AND
WHOSE LONG CHORD BEARS NORTH 78°26'04" WEST AND HAS A CHORD LENGTH
OF 101.02 FEET, THROUGH A CENTRAL ANGLE OF 11°35'47", FOR AN ARC LENGTH
OF 101.20 FEET TO A POINT OF TANGENCY;

Site Name: Schubert Property
BUN: 877055

THENCE NORTH 84°13'57" WEST, 64.22 FEET TO A TANGENT CURVE TO THE LEFT CONCAVE SOUTHERLY;
THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 500.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 88°41'41" WEST AND HAS A CHORD LENGTH OF 123.13 FEET, THROUGH A CENTRAL ANGLE OF 14°08'45", FOR AN ARC LENGTH OF 123.45 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 81°37'18" WEST, 29.79 FEET TO A TANGENT CURVE TO THE RIGHT CONCAVE NORTHEASTERLY;
THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 50.00 FEET, AND WHOSE LONG CHORD BEARS NORTH 49°11'21" WEST AND HAS A CHORD LENGTH OF 75.69 FEET, THROUGH A CENTRAL ANGLE OF 98°22'42", FOR AN ARC LENGTH OF 85.85 FEET TO A POINT OF TANGENCY;
THENCE NORTH 00°00'00" EAST, 14.62 FEET TO THE SOUTH LINE OF TEMPLETON GAP ROAD AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 4, 2002 AT RECEPTION No. 202214345 IN THE OFFICE OF THE CLERK & RECORDER OF THE COUNTY OF EL PASO, STATE OF COLORADO, AND BEING THE POINT OF TERMINUS.

THE SIDELINES OF THIS EASEMENT SHALL BE MADE TO EXTEND OR TRIM TO THE LEASE AREA LIMITS AND TO THE SOUTH LINE OF TEMPLETON GAP ROAD.

EL PASO COUNTY, STATE OF COLORADO.
CONTAINS ±18,863 SQ FEET OR ±0.433 ACRES MORE OR LESS.

[Description of Utility Easement Area]

THAT PART OF LOT 4 IN GLOVER SUBDIVISION, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4,
THENCE NORTH 30°49'19" WEST, A DISTANCE 623.90 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°06'15" WEST, A DISTANCE OF 331.82 FEET; THENCE NORTH 64°19'22" WEST, A DISTANCE OF 109.62 FEET TO THE POINT OF TERMINUS.

THE SIDELINES OF THIS EASEMENT SHALL BE MADE TO EXTEND OR TRIM TO THE LEASE AREA LIMITS AND TO THE SOUTH LINE OF TEMPLETON GAP ROAD AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 4, 2002 AT RECEPTION No. 202214345 IN THE OFFICE OF THE CLERK & RECORDER OF THE COUNTY OF EL PASO, STATE OF COLORADO, AND BEING THE POINT OF TERMINUS.

EL PASO COUNTY, STATE OF COLORADO.

CONTAINS ±2,207 SQ FEET OR ±0.051 ACRES MORE OR LESS.

The legal descriptions set forth above were prepared by:

Power Surveying Company, Inc.
150 W. 84th Avenue
Thornton, Colorado 80260
(303) 702-1617

Site Name: Schubert Property
BUN: 877055

**THIRD AMENDMENT TO
PCS SITE AGREEMENT**

THIS THIRD AMENDMENT TO PCS SITE AGREEMENT (the "Third Amendment") is made effective this 25 day of JUNE, 2016, by and between RICHARD J. SCHUBERT AND DELORES M.A. SCHUBERT, in joint tenancy (hereinafter referred to as "Lessor") and STC FIVE LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor and Sprint Spectrum L.P., a Delaware limited partnership ("Original Lessee") entered into a PCS Site Agreement dated February 28, 2001, a memorandum of which was recorded on April 5, 2002 at Instrument No. 202055179 in the official records of El Paso County, Colorado (the "Original Agreement") whereby Original Lessee leased certain real property, together with access and utility easements, located in El Paso County, Colorado from Lessor (the "Site"), all located within certain real property owned by Lessor ("Lessor's Property"); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to PCS Site Agreement dated May 19, 2004 ("First Amendment"), and by that certain Second Amendment to PCS Site Agreement dated December 23, 2008, a memorandum of which was recorded on October 7, 2009 at Instrument No. 209117991 ("Second Amendment") (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement"); and

WHEREAS, STC Five LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee; and

WHEREAS, the Agreement had an initial term that commenced on February 28, 2001 and expired on February 27, 2006. The Agreement, as amended, provides for seven extensions of five years each, three (3) of which were exercised by Lessee. According to the Agreement, the final extension expires on February 27, 2041; and

WHEREAS, Lessor and Lessee desire to 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, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. All references in the Agreement to the capitalized term "SSLP" shall be replaced with "Lessee". All references in the Agreement to the capitalized term "Owner" shall be replaced with "Lessor".

2. Access Easement. The Lessor also grants to Lessee, its successors and assigns, as part of the Agreement, a non-exclusive right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twenty (20) foot wide right-of-way in the location more particularly described on Exhibit A attached hereto (the "Access Easement"). Lessor shall have the right, upon 180 days' notice to Lessee, to relocate the Access Easement, in its discretion, provided that: (1) Lessee has uninterrupted vehicular and pedestrian access to the Site; (2) the relocation does not interfere with Lessee's access to the Site; (3) Lessee bears no cost or expense associated with the relocation of the Access Easement. The foregoing right of relocation shall apply only to the Access Easement. In no event shall Lessor have the right to relocate the Site or any utility easement without Lessee's prior written consent, which shall not be unreasonably withheld.

3. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

a) Lessor is duly authorized to and has the full power and authority to enter into this Third Amendment and to perform all of Lessor's obligations under the Agreement as amended hereby.

b) Upon Lessee's request, Lessor shall cure any defect in Lessor'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.

c) Lessee is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

d) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Lessee to carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Site under the Agreement as amended hereby.

4. Counterparts. This Third Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

5. Remainder of Agreement Unaffected. 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 Third Amendment is hereby amended to be consistent.

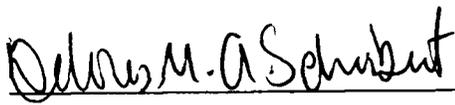
[Signature pages follow]

Lessor and Lessee have caused this Third Amendment to be duly executed on the day and year first written above.

LESSOR:
RICHARD J. SCHUBERT AND DELORES
M.A. SCHUBERT, in joint tenancy

By:  _____

Print Name: Richard J. Schubert

By:  _____

Print Name: Delores M.A. Schubert

[Lessee Execution Page Follows]

This Third Amendment is executed by Lessee as of the date first written above.

LESSEE:

STC FIVE LLC, a Delaware limited liability company

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

Its: Attorney In Fact

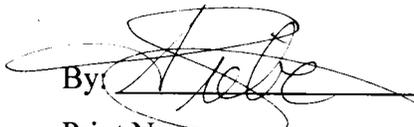
By:  _____
Print Name: Angela Siebe
Title: Director Land Acq. Ops

EXHIBIT "A"
(Legal Description of Access Easement)

THAT PART OF LOT 4 IN GLOVER SUBDIVISION, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4,
NORTH 30°49'19" WEST, A DISTANCE 623.90 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 78°07'40" WEST, 105.55 FEET TO A TANGENT CURVE TO THE LEFT
CONCAVE SOUTHERLY;
THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 300.00 FEET, AND
WHOSE LONG CHORD BEARS SOUTH 66°58'35" WEST AND HAS A CHORD LENGTH OF
116.04 FEET, THROUGH A CENTRAL ANGLE OF 22°18'10", FOR AN ARC LENGTH OF
116.78 FEET TO A REVERSE CURVE TO THE RIGHT CONCAVE NORTHERLY;
THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 150.00 FEET, AND
WHOSE LONG CHORD BEARS SOUTH 81°35'40" WEST AND HAS A CHORD LENGTH OF
130.43 FEET, THROUGH A CENTRAL ANGLE OF 51°32'20", FOR AN ARC LENGTH OF
134.93 FEET TO A POINT OF TANGENCY;
THENCE NORTH 72°38'10" WEST, 154.60 FEET TO A TANGENT CURVE TO THE LEFT
CONCAVE SOUTHERLY;
THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 500.00 FEET, AND
WHOSE LONG CHORD BEARS NORTH 78°26'04" WEST AND HAS A CHORD LENGTH OF
101.02 FEET, THROUGH A CENTRAL ANGLE OF 11°35'47", FOR AN ARC LENGTH OF
101.20 FEET TO A POINT OF TANGENCY;
THENCE NORTH 84°13'57" WEST, 64.22 FEET TO A TANGENT CURVE TO THE LEFT
CONCAVE SOUTHERLY;
THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 500.00 FEET, AND
WHOSE LONG CHORD BEARS SOUTH 88°41'41" WEST AND HAS A CHORD LENGTH OF
123.13 FEET, THROUGH A CENTRAL ANGLE OF 14°08'45", FOR AN ARC LENGTH OF
123.45 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 81°37'18" WEST, 29.79 FEET TO A TANGENT CURVE TO THE RIGHT
CONCAVE NORTHEASTERLY;
THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 50.00 FEET,
AND WHOSE LONG CHORD BEARS NORTH 49°11'21" WEST AND HAS A CHORD
LENGTH OF 75.69 FEET, THROUGH A CENTRAL ANGLE OF 98°22'42", FOR AN ARC
LENGTH OF 85.85 FEET TO A POINT OF TANGENCY;
THENCE NORTH 00°00'00" EAST, 14.62 FEET TO THE SOUTH LINE OF TEMPLETON GAP
ROAD AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 4,
2002 AT RECEPTION No. 202214345 IN THE OFFICE OF THE CLERK & RECORDER OF THE
COUNTY OF EL PASO, STATE OF COLORADO, AND BEING THE POINT OF TERMINUS.

THE SIDELINES OF THIS EASEMENT SHALL BE MADE TO EXTEND OR TRIM TO THE
LEASE AREA LIMITS AND TO THE SOUTH LINE OF TEMPLETON GAP ROAD.

EL PASO COUNTY, STATE OF COLORADO.

CONTAINS ±18,863 SQ FEET OR ±0.433 ACRES MORE OR LESS.

SECOND AMENDMENT TO
PCS SITE AGREEMENT

KN 1604 J
017055 149950

THIS SECOND AMENDMENT TO PCS SITE AGREEMENT (the "Second Amendment") is entered into this 23rd day of DECEMBER, 2008, by and between RICHARD J. SCHUBERT AND DELORES M.A. SCHUBERT, husband and wife, with a mailing address of 7415 Templeton Gap Road, Colorado Springs, Colorado 80922 (hereinafter referred to as "Lessor") and STC FIVE LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, with its principal offices located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor and Sprint Spectrum L.P. ("Original Lessee") entered into a PCS Site Agreement dated February 28, 2001 (the "Original Lease") whereby Original Lessee leased certain real property, together with access and utility easements, located in El Paso County, Colorado from Lessor (the "Site"), all located within certain real property owned by Lessor ("Lessor's Property"); and

WHEREAS, the Original Lease was amended by that certain First Amendment to PCS Site Agreement dated May 19, 2004 ("First Amendment") (hereinafter the Original Lease and First Amendment are collectively referred to as the "Lease"); and

WHEREAS, STC Five LLC is currently the Lessee under the Lease as successor in interest to the Original Lessee; 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, the Lease had an initial term that commenced on February 28, 2001 and expired on February 27, 2006. The Lease provides for four extensions of five years each, the

first of which was exercised by Lessee. According to the Lease, the final extension expires on February 27, 2026; and

WHEREAS, Lessor and Lessee desire to amend the Lease on the terms and conditions contained herein.

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

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

2. Term. Section 2 of the Original Lease is hereby deleted in its entirety and the following is inserted in its place:

The initial term of this Lease shall be for a period of five years commencing on February 28, 2001 and expiring on February 27, 2006 (the "Initial Term"). At the conclusion of the Initial Term, Lessee shall be entitled to seven extensions of five years each, with the final lease extension expiring on February 27, 2041 (each extension is referred to as a "Renewal Term"). The Initial Term and any Renewal Term shall be collectively referred to as the "Lease Term". The Lease Term shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew at least ninety days prior to the expiration of the then current five year term.

Lessor and Lessee hereby acknowledge that Lessee has exercised the first Renewal Term, leaving a balance of six Renewal Terms.

3. Rent. Lessor and Lessee agree that the Rent payable under the Lease will no longer be adjusted in accordance with the last sentence of Section 3 of the Lease. After the date of this Second Amendment, Rent will be adjusted as follows:

Commencing on February 28, 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 amount of the most recent rent. In no

event shall the increase in rent calculated for any one (1) year period exceed [REDACTED] of the most recent rent.

4. Right of First Refusal. Lessor hereby grants to Lessee the following right of first refusal, which shall be added to the Lease:

If, during the Lease Term, Lessor 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 Lessor's interest in ground lease 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 or all portions of Lessor's interest in this Lease including but not limited to the Rent or revenue derived herefrom, whether separately or as part of the sale, transfer, grant, assignment, lease or encumbrance of Lessor's Property or other interest in the Lease, or (v) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, the other terms and conditions of the offer, a due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice (i) a fee simple interest in Lessor's Property (or such lesser portion thereof as is described in Lessor's Notice), (ii) a fee simple interest in the Site or (iii) a perpetual easement for the Site, all on the same terms and conditions as in said offer by Lessor as modified by this section. If the Lessor's Notice is for more than the Site and Lessee elects to purchase in fee or acquire a perpetual easement in only the Site, the terms and condition of said acquisition, including but not limited to the purchase price, shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If the Lessor's Notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days after Lessor's Notice, Lessor may sell the property described in the Lessor's Notice to such third person in accordance with the terms and conditions of the offer. If Lessee fails or declines to exercise its right of first refusal, then this Lease shall continue in full force and effect and Lessee's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offers to purchase the Site or Lessor's Property.

5. Consideration. In consideration for amending the Lease, Lessee will pay Lessor [REDACTED] within sixty days of full execution of this Second Amendment.

6. Ratification.

(a) Lessor and Lessee agree that Lessee is the current Lessee under the Lease, the Lease is in full force and effect, as it may have been previously amended and as amended herein, and the Lease contains the entire agreement between Lessor and Lessee with respect to the Site.

(b) Lessor and Lessee agree that any and all actions or inactions that have occurred or should have occurred prior to the date of this Second Amendment are approved and ratified by the parties and the parties agree that no breaches or defaults exist as of the date of this Second Amendment.

7. Notices. Lessee's notice address as stated in Section 6 of the Original Lease, and amended by the First Amendment, is further amended as follows:

LESSEE'S PRIMARY CONTACT

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

8. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor 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 effect a transfer in the rent to the new Lessor. Lessor'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.

9. Letter Agreement. In the event of any inconsistency or conflict between the terms of this Second Amendment and that certain Letter Agreement by and between Lessor and Lessee dated September 4, 2008, this Second Amendment will govern and control. In the event Lessor (as defined in this Second 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.

10. Remainder of Lease Unaffected. The balance of the Lease is hereby amended to reflect the purpose of this Second Amendment. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Lease, the terms of this Second Amendment shall control. Unless otherwise expressly defined herein, the terms in this Second Amendment shall have the same meanings assigned to such terms in the Lease. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

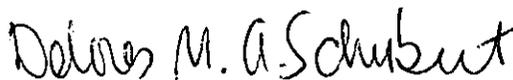
[Signature pages follow]

This Second Amendment is executed by Lessor as of the date first written above.

LESSOR:



RICHARD J. SCHUBERT



DELORES M.A. SCHUBERT

[Lessee Execution Page Follows]

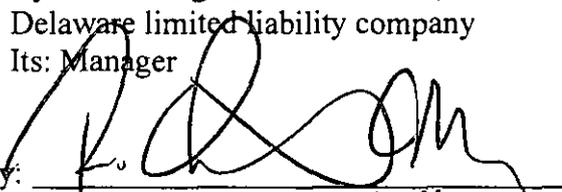
This Second Amendment is executed by Lessee as of the date first written above.

LESSEE:

STC FIVE 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: 
Print Name: R.Christopher Mooney
Title: Director - Land Acquisition Operations

**FIRST AMENDMENT TO
PCS SITE AGREEMENT**

This First Amendment to PCS Site Agreement ("First Amendment") is made and entered into this 19 day of May, 2004 ("Execution Date") by and between Sprint Spectrum Realty Company, L.P., a Delaware limited partnership ("Realty Company"), and Richard J. and Delores M. A. Schubert ("Owner").

BACKGROUND

Sprint Spectrum, L.P. ("SSLP") leased from Owner certain real property located at 7445 Templeton Gap Road, City of Colorado Springs, State of Colorado (the "Site") pursuant to a PCS Site Agreement executed on February 28, 2001 ("Agreement"). SSLP subsequently assigned its interest in the Agreement to Realty Company, its affiliate.

Realty Company and Owner desire to amend the Agreement on the terms and conditions contained herein to enable Realty Company to obtain additional ground space which will enable Realty Company to sublet a portion of the Site to [REDACTED] "Co-Locator").

AGREEMENT

The parties agree as follows:

1. All capitalized terms not defined herein will have the meaning given to those terms in the Agreement.
2. The effective date ("Effective Date") of this First Amendment shall be the date that Realty Company enters into an agreement with Co-Locator whereby Realty Company grants to Co-Locator the right to co-locate on the Site ("Co-Location Agreement").
3. As of the Effective Date, Owner hereby leases to Realty Company the additional 420 square feet of real property described in the attached Exhibit A ("Additional Space"). All references to the Site in the Agreement will be deemed to include the Additional Space.
4. Realty Company will pay to Owner rent for the Additional Space ("Additional Rent") in advance in the amount of [REDACTED]. Additional Rent will commence on the day this Amendment is fully executed by both Realty Company and Owner (partial month to be prorated) and shall terminate upon the expiration of the Co-Location Agreement. The Additional Rent will escalate at the same time and in the same manner as described in Section 3 of the Agreement.
5. If Co-Locator and Realty Company have not entered into a Co-Location Agreement ninety (90) days following the Execution Date, either Owner or Realty Company may terminate this First Amendment at any time prior to the date that Co-Locator and Realty Company enter into the Co-Location Agreement by providing written notice of termination to the other party.

6. The landscaping that is currently surrounding the Site will be modified to extend beyond the new fence line around the Additional Space.

7. Section 6 of the Agreement entitled "Notices" is hereby deleted in its entirety and is replaced with the following:

"All notices must be in writing and are effective when deposited in US Mail, certified and postage prepaid, or when sent via over night delivery to the following addresses:

If to Realty Company: Sprint Sites USA
535 East Crescent Avenue
Mailstop: NJRAMA0101
Ramsey, NJ 07446
Attention: Property Manager
Sprint PCS Site No.: DN40XC953

with copies to: Sprint National Lease Management
6391 Sprint Parkway
Mailstop: KSOPHT0101-Z2650
Overland Park, KS 66251-2650
Attention: Manager
Sprint PCS Site No.: DN40XC953

Sprint Law Department
6391 Sprint Parkway
Mailstop: KSOPHT0101-Z2020
Overland Park, KS 66251-2020
Attention: Sprint PCS Real Estate Attorney
Sprint PCS Site No.: DN40XC953

If to Owner: Richard J. Schubert and Delores M.A. Schubert
7445 Templeton Gap Road
Colorado Springs, CO 80922

8. Except as explicitly amended hereby, the Agreement remains in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms, as amended hereby.

Realty Company and Owner have executed this First Amendment as of the date first above written.

SPRINT SPECTRUM REALTY CO., L.P.,
a Delaware limited partnership d/b/a
Sprint Sites USA

By: 
Sprint Spectrum L.P.
Name: George Ghantous
Title: Director - Wireless Sites Delivery
Central / West Region
Date: 5/19/04

RICHARD J. SCHUBERT

By: 
Name: Richard J. Schubert
Title: _____
Date: 5-5-04

DELORES M.A. SCHUBERT

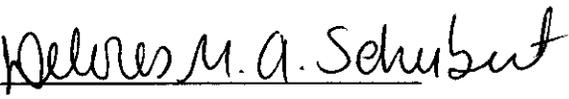
By: 
Name: Delores M. A. Schubert
Title: _____
Date: 5-5-04

EXHIBIT A



Sprint Sites USA
 8030 RIVERSIDE DR.
 SUITE 301
 IRVING, TEXAS 75039
 OFFICE: (972) 405-1311
 FAX: (972) 405-7079

Notes:

Date:	Action:	By:
03/03/04	APPROVAL	WEIR
03/03/04	DWG	BATISTE

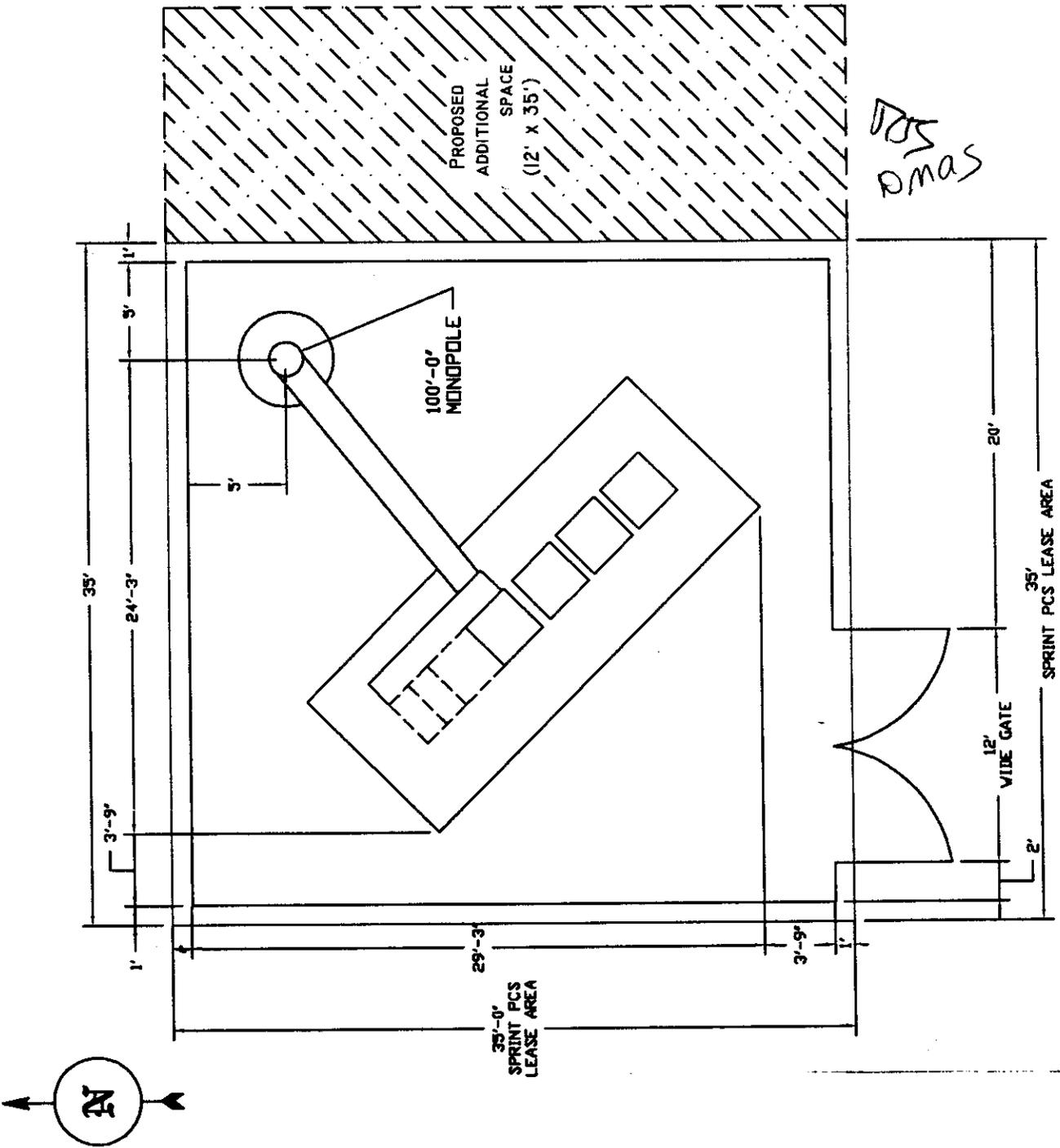
Approvals:

SPRINT SPECTRUM L.P.:

OWNER:

Project Name and Address:
 DN40XC953
 7445 TEMPLETON GAP ROAD
 COLORADO SPRINGS, CO 80922

Project:	Date:	Scale:	Sheet:
DN40XC953	03/03/04	NTS	LE



Site Name Schubert PropertySite I. D. DN40XC953C

1. Premises and Use. Owner leases to Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the site described below:

[Check appropriate box(es)]

- Land consisting of approximately 1225 square feet upon which SSLP will construct its equipment base station and antenna structure;
- Building interior space consisting of approximately _____ square feet;
- Building exterior space for attachment of antennas;
- Building exterior space for placement of base station equipment;
- Tower antenna space between the _____ foot and _____ foot level on the Tower;
- Space required for cable runs to connect PCS equipment and antennas,

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SSLP, source of electric and telephone facilities. The Site will be used by SSLP for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), 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. SSLP will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SSLP will have access to the Site 24 hours per day, 7 days per week.

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

3. Rent. Until the date which is 60 days after the issuance of a building permit, rent will be a one-time aggregate payment of [REDACTED] the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of [REDACTED] (until increased as set forth herein), partial months to be prorated, in advance. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by [REDACTED].

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SSLP is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SSLP is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

5. Assignment/Subletting. SSLP shall have the right to sublease or assign its rights under this Agreement without notice to or consent of Owner.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to SSLP are to be sent to: 4683 Chabot Dr., Ste. 100, Pleasanton, CA 94588, with a copy to Sprint Spectrum L.P., 4900 Main, Kansas City, MO 64112. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Improvements. SSLP may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SSLP with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SSLP may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SSLP will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. SSLP will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SSLP desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with SSLP's then existing equipment or (b) encroaches onto the Site.

10. Utilities. Owner represents that utilities adequate for SSLP's use of the Site are available. SSLP will pay for all utilities used by it at the Site. Owner will cooperate with SSLP in SSLP's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. Termination. SSLP may terminate this Agreement at any time by notice to Owner without further liability if SSLP does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SSLP, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

12. Default. If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and SSLP each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SSLP will not introduce or use any such substance on the Site in violation of any applicable law.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SSLP from the holder of any such mortgage or deed of trust.

16. Taxes. SSLP will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SSLP will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SSLP within 60 days after receipt of satisfactory documentation indicating calculation of SSLP's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. SSLP will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

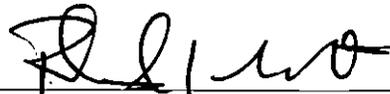
18. Maintenance. SSLP will be responsible for repairing and maintaining the PCS system and any other improvements installed by SSLP at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse SSLP for the reasonable costs incurred by SSLP to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of

the property of which the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by SSLP, Owner agrees promptly to execute and deliver to SSLP a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

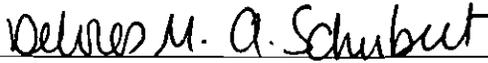
20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A and B.

By: 
Richard J. Schubert, Owner

S.S./Tax No.: [REDACTED]

Address: 7445 Templeton Gap Road
Colorado Springs, CO 80922

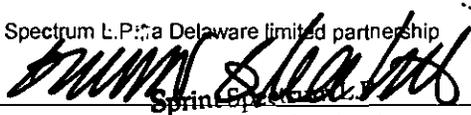
By: 
Delores M.A. Schubert, Owner

S.S./Tax No.: [REDACTED]

Address: 7445 Templeton Gap Road
Colorado Springs, CO 80922

See Exhibit A1 for continuation of Owner signatures

Date: _____

Sprint Spectrum L.P.; a Delaware limited partnership
By: 
Sprint Spectrum L.P.
George Gantous
Its. Site Development Director

Date: 2/28/01

EXHIBIT A

April 99

Site Name Schubert Property

PCS Site Agreement

Site I. D. DN40XC953C

Site Description

Site situated in the City of Colorado Springs, County of El Paso, State of Colorado commonly described as follows:

Legal Description: LOT 4 IN GLOVER SUBDIVISION, EL PASO COUNTY, COLORADO

Also Known As: 7445 Templeton Gap Road, Colorado Springs, CO

Sketch of Site: TO BE PROVIDED BY SSLP UPON COMPLETION

Owner Initials RES Dmas
SSLP Initials [Signature]

Note: Owner and SSLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

EXHIBIT B

April 99

Site Name Schubert Property

PCS Site Agreement

Site I. D. DN40XC953C

Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated _____, 2001, between Richard J. Schubert and Delores M.A. Schubert ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP").

Such Agreement provides in part that Owner leases to SSLP a certain site ("Site") located at 7445 Templeton Gap Road, City of Colorado Springs, County of El Paso, State of Colorado, within the property of Owner which is more particularly described as:

LOT 4 IN GLOVER SUBDIVISION, EL PASO COUNTY, COLORADO

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 the "Commencement Date" as defined in the Agreement, which term is subject to four (4) additional five (5) year extension periods by SSLP.

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

"OWNER"

"SSLP"

By: [Signature]
Name: Richard J. Schubert
Title: Owner
Address: 7445 Templeton Gap Road
Colorado Springs, CO 80922

Sprint Spectrum L.P., a Delaware limited partnership
By: [Signature]
Name: Sprint Spectrum L.P.
George Ghantous
Title: Site Development Director
Address: 4683 Chabot Dr., Ste. 100
Pleasanton, CA 94588

By: Delores M.A. Schubert
Name: Delores M.A. Schubert
Title: Owner
Address: 7445 Templeton Gap Road
Colorado Springs, CO 80922

Owner Initials RTS Dmas
SSLP Initials [Signature]

OWNER NOTARY BLOCK:

STATE OF COLORADO

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 23 day of FEBRUARY, 2001, by Richard J. Schubert, as owner.

(AFFIX NOTARIAL SEAL)
My commission expires: 12-06-2001
STATE OF COLORADO

[Signature]
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF COLORADO
CHARLES V. REED
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 23 day of FEBRUARY, 2001, by Delóres M.A., as owner.

(AFFIX NOTARIAL SEAL)
My commission expires: 12-06-2001
STATE OF COLORADO

[Signature]
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF COLORADO
CHARLES V. REED
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

SSLP NOTARY BLOCK:

STATE OF COLORADO

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 23 day of FEBRUARY, 2001, by

_____ of
Sprint Spectrum L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of such limited partnership.

(AFFIX NOTARIAL SEAL)
My commission expires: 12-06-2001
STATE OF COLORADO

[Signature]
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF COLORADO
CHARLES V. REED
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

State of California

County of

ALAMEDA

} ss.

On MARCH 13, 2001 before me.

Date

NANCY G. SANDOVAL, NOTARY PUBLIC

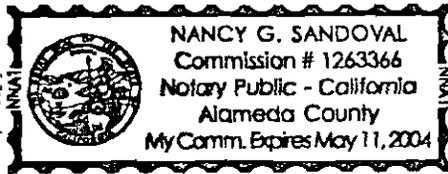
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

GEORGE GHANTOUS

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person~~(s)~~ whose name~~(s)~~ is~~are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Nancy G. Sandoval
Signature of Notary Public

Place Notary Seal Above