



9801 West Higgins Road, 3rd Floor
Rosemont, Illinois 60018



April 6, 1999

VIA OVERNIGHT COURIER



Re:  and Property Located at 8815 East Holly Rd.

Dear Ms. .

Please find enclosed an original of the Lease Agreement between the  and Sprint PCS.

Per Paragraph 3 of the Agreement rent commences thirty days after the issuance of a Building Permit. On March 31, 1999 Sprint PCS received a conditional Building Permit. The one condition was that Sprint PCS provide a Removal Letter to the City. That is being done.

Regarding your interest in the property, rent was commenced with a March 1st commencement date. All rents will run from the first to the last day of the month. I will mail you the first rent check. Then, all subsequent checks will be mailed to you directly from our corporate offices.

If you have any questions or comments, please give me a call at the above number.

Sincerely,



Site Development
Sprint PCS

1. **Premises and Use.** Owner leases to Sprint Spectrum L.P., a Delaware limited liability partnership ("SSLP"), the site ("Site") described below:
Site consisting of approximately 3000 square feet upon which SSLP will construct its x equipment base station and x antenna structure;
 Building interior space consisting of approximately _____ square feet;
 Building exterior space for attachment of antennae;
 Building exterior space for placement of base station equipment;
Antenna space between the foot and foot level on the Smokestack;
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, 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 twenty-four (24) hours per day, seven (7) days per week.

2. **Term.** The term of this Agreement (the "Initial Term") is five 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 five 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 earlier of (a) that date which is 30 days after the issuance of a building permit, or (b) the first day of the month following the commencement of the physical preparation of the Site, the rent will be a one-time aggregate payment of \$100.00, the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of \$750.00 (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 the CPI (see Exhibit "C" attached).

4. **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 will not have unsupervised access to the Site or to the PCS equipment.

5. **Assignment/Subletting.** SSLP may assign or transfer this Agreement or sublet all or any portion of the Site without the prior written 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, to the address set forth below, or as otherwise required by law.

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) 10 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 sixty (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 part of 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 rendered 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.

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

The Site shall be landscaped on the East, West and South sides.

WITNESSES:

[Redacted signature lines for witnesses]

WITNESS

[Redacted witness signature line]

OWNER:

[Redacted owner name]

July 1, 1991

By [Redacted signature]

SS.. No.:

Address:

Fenton, MI 48430-2112

[Redacted signature block]

Version 3

EXHIBIT A

March 97

Site Name : HOLLY ROAD

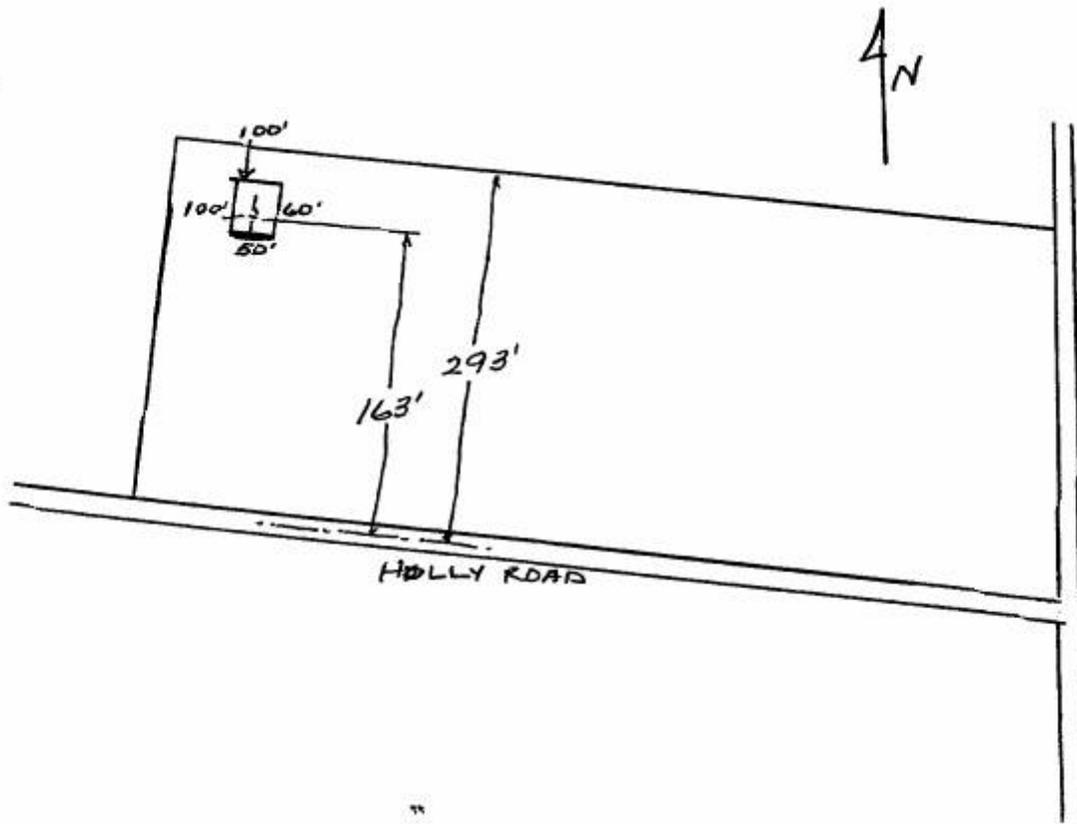
Site Description

Site I. D. DEO 3XC025a5

Site situated in the Township of Springfield, County of Oakland, State of Michigan commonly described as follows:

Legal Description: A 4.51 acre tract located in the E/2 of Section 5, T4N-R8E and being parcel # 07-05-226-007

Sketch of Site:



Owner Initials _____

SSLP Initials _____

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.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

Version 3

EXHIBIT "C"

March 97

Site Name HOLLY ROAD

PCS Site Agreement

Site I. D. DE03XC025A5

Rental Increases

Anything set forth in Section 3 of the foregoing Agreement to the contrary notwithstanding, following the termination of the period covered by the \$100.00 rental payment, the rent due hereunder will be increased on each anniversary of the Commencement Date to an amount equal to (check appropriate box):

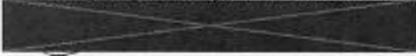
The amount of the monthly or annual installment of rent payable during the preceding year increased by _____ %; or

The amount of the monthly or annual installment of rent payable during the preceding year increased by an amount equal to the percentage change in the CPI for the time period commencing on the first day of the month which is two calendar months prior to the Commencement Date and ending on the last day of the month which is two calendar months prior to the expiration of the then current term. "CPI" means the Consumer Price Index-U.S. City Averages for Urban Wage Earners and Clerical Workers (1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index if such index is discontinued). In no event will the amount of the monthly or annual installment (as applicable) of rent due under the foregoing Agreement following such adjustment be less than the amount of such installment during the preceding 12-month period.

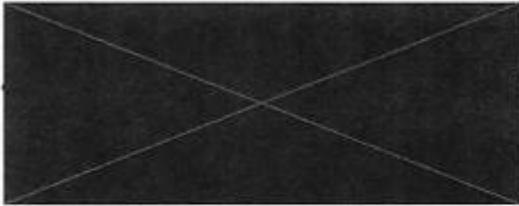
Owner Initials _____
SSLP Initials _____

SPRINT SPECTRUM L.P. NOTARY BLOCK:

STATE OF New Jersey
COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 31st day of August, 1998, by
 Dir., Site Development - East 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:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

STATE OF MICHIGAN

COUNTY OF ~~OAKLAND~~ GENESEE

The foregoing instrument was acknowledged before me this 15th day of August 1998  of the
 Trust Agreement dated July 1, 1991

(AFFIX NOTARIAL SEAL)



My commission expires: 12-31-2000

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

Version 3

EXHIBIT B

March 97

Site Name HOLLY ROAD

**Site Agreement
Memorandum of PCS Site Agreement**

Site I. D. DEO 3XC025

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated August 15, 1998, between [REDACTED] UNDER TRUST AGREEMENT DATED JULY 1, 1991 ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to SSLP a certain site ("Site") located on Holly Road, Township of Springfield, County of Oakland, State of Michigan 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 _____, 19____, 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.

WITNESS

[REDACTED]

[REDACTED]

AGREEMENT DATED JULY 1, 1991

[REDACTED]

Address 620 Fenton Square
Fenton, MI 48430-2112

WIT

[REDACTED]

[REDACTED]

Mahwah, NJ 07495

Date: 8/31/98

Version 3

EXHIBIT A

March 97

Site Name : HOLLY ROAD

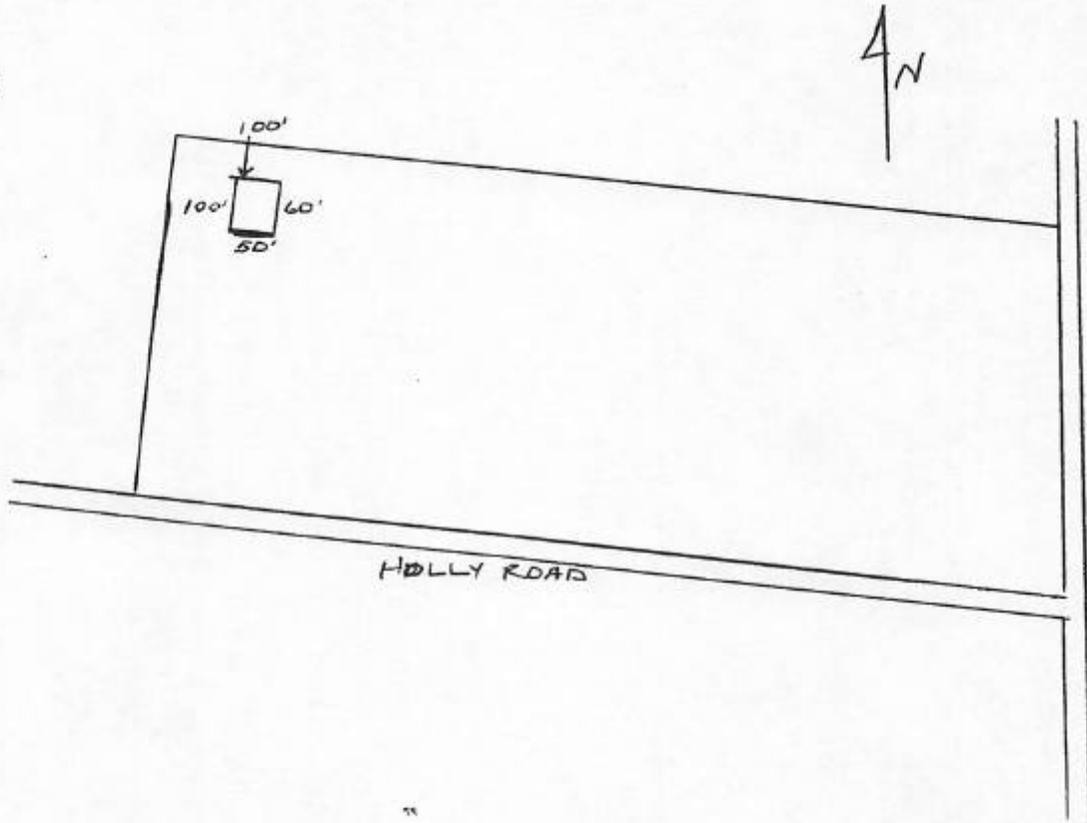
Site Description

Site I. D. DEO 3XC025a5

Site situated in the -Township of Springfield, County of Oakland, State of Michigan commonly described as follows:

Legal Description: A 4.51 acre tract located in the E/2 of Section 5, T4N-R8E and being parcel # 07-05-226-007

Sketch of Site:



Owner Initials



SSLP Initials

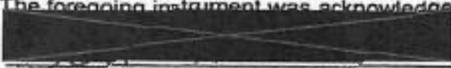


Note: Owner and SSLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

SPRINT SPECTRUM L.P. NOTARY BLOCK:

STATE OF New Jersey
COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 31st day of August, 1998, by
 Dir., Site Development-East 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:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

STATE OF MICHIGAN

COUNTY OF OAKLAND GENESE

The foregoing instrument was acknowledged before me this 15th day of August 1998  Trustee of the
 Trust Agreement dated July 1, 1991

(AFFIX NOTARIAL SEAL)



My commission expires: 12-21-2000



Prepared by:



**Sprint
Spectrum LP**

TEMPORARY DELEGATION OF APPROVAL AUTHORITY

To : Controller - Sprint Spectrum

I [REDACTED] Property Manager
Authorizing Name (Print/Type) Title

in accordance with Sprint Spectrum Financial Policy 9.1, do hereby delegate my fiscal approval authority to :

[REDACTED] [REDACTED] Sr. Property Specialist
Employee Name (Print/Type) Social Security Number Title

for the following department(s):

Department Number(s)

13242 /



This delegation is effective for the period 8/26/98 to 9/1/98

(not to exceed 30 days) and is necessary due to OUT OF OFFICE



8-26-98
Date

8/26/98
Date

A copy of this completed form should accompany all individual financial commitments or expenditure documentation approved under the above temporary delegation.

Site: Holly Road
BUN: 876729

FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS FIRST AMENDMENT TO PCS SITE AGREEMENT (the "Amendment") is made effective this 13 day of August, 2010 (the "Effective Date"), by and between [REDACTED], not individually, but as Trustee of the [REDACTED] w/a/d July 1, 1991 ("Owner"), having a mailing address of [REDACTED], Fenton, Michigan 48430, and **STC FIVE 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, with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS:

A. Owner and Tenant are the current parties under that certain PCS Site Agreement dated August 31, 1998, originally by and between Owner, as landlord, and Sprint Spectrum, L.P., as tenant, as amended by that certain Agreement to Remove Wireless Communication Facilities dated February 9, 2000 and recorded February 11, 2000 in Liber 21092, Page 106 of the Public Records of Oakland County, Michigan (as amended, the "Agreement"); whereby Tenant leases from Owner certain real property located in Oakland County, Michigan, together with access and utility easements, which is more particularly described in the attached **Exhibit "A"** and depicted on the attached **Exhibit "B"** (the "Site");

B. The Site is located entirely within the real property owned by Owner (the "Parent Parcel") as more particularly described in the attached **Exhibit "C"**;

C. The Site may be used for the purpose of installing, removing, replacing, modifying, maintaining and operating, at Tenant's expense, a personal communications service system facility, including, without limitation, antenna equipment, cable wiring, related fixtures and, if applicable to the Site, an antenna structure;

D. The term of the Agreement commenced August 31, 1998, and, including all extension terms, will terminate on August 30, 2023 ("Original Term"), and Owner and Tenant desire to amend the terms of the Agreement to provide for, among o additional terms beyond the Original Term; and

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

In consideration of the mutual covenants in this Amendment, as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Tenant agree as follows:

Property: Holly Rd.
BUN: 876729
April 15, 2010
BH01\1135559.2
ID\PC - 101460/0999

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

2. Renewal Terms. Section 2 of the Agreement is deleted in its entirety and the following language shall be inserted in its place:

"2. Term. The term of this Agreement shall be five (5) years (the "Initial Term"), commencing on August 31, 1998 ("Commencement Date"). This Agreement will be automatically renewed for ten (10) additional terms (each a "Renewal Term") of five (5) years each, unless Tenant 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. The parties acknowledge that if the term of the Agreement is extended for the maximum number of Renewal Terms, the Agreement will expire August 30, 2053."

3. Monthly Rent Increase. Despite anything to the contrary in the Agreement, commencing upon the Effective Date, the monthly rent shall be increased to One Thousand Two Hundred Twenty-Six and 21/100 Dollars (\$1,226.21) and shall be subject to the regularly scheduled rent escalations per the terms of the Agreement, as amended by this Amendment.

4. Rent Guaranty. If, at any time prior to July 31, 2019, (i) Tenant exercises any of its rights under the Agreement to terminate the Agreement, or (ii) Tenant elects not to renew the Agreement for any Renewal Term that commences prior to July 31, 2019, Tenant shall pay to Owner a termination fee ("Termination Fee") equal to the amount of rent that Tenant would have owed to Owner under the Agreement, as hereby amended, between the date of such early termination or election not to renew, as the case may be, and July 31, 2019. The Termination Fee will be due and payable in the same manner and on the same dates as set forth in the Agreement. Notwithstanding the foregoing, Tenant shall be released from any and all of its obligations under the Agreement and shall not be required to pay the Termination Fee to Owner if Tenant terminates the Agreement due to a default by Owner under the Agreement. With the exception of the guaranteed payments described in this Section 4, Owner agrees that it shall have no recourse of any kind against Tenant for an early termination of the Agreement.

5. Right of First Refusal. If, during any Renewal Term, Owner receives an offer to purchase, make a loan, or give any consideration in exchange for 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 rent, 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 name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of the Parent Parcel of which the Site is a part ("Owner's Property") is to be sold, a description of said portion. Tenant shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Owner's Notice a fee simple interest in the Parent Parcel or Site or a perpetual easement for the Site. If the Owner's Notice is for more than the Site and

Tenant elects to purchase in fee or acquire a perpetual easement in only the Site, the terms and conditions of said acquisition shall be the same terms and conditions as in Owner's Notice but the purchase price shall be pro-rated on an acreage basis. If Tenant does not exercise its right of first refusal by written notice to Owner given within thirty (30) days, Owner may sell the property 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 conveyance.

Landlord and Tenant acknowledge that Landlord may have conveyed to [REDACTED], husband and wife, and [REDACTED] and [REDACTED] husband and wife (together, the "ROFR Parties"), a right of refusal to acquire the Parent Parcel pursuant to that certain Land Contract dated April 26, 1989, by and between [REDACTED] and [REDACTED], [REDACTED] and the ROFR Parties. Notwithstanding anything to the contrary in this Amendment, Tenant agrees that its right of first refusal to purchase the Site pursuant to this Section 5 of this Amendment shall be subordinate to the ROFR Parties right of first refusal to purchase the Parent Parcel if such right of first refusal is valid. Accordingly, if the ROFR parties refuse or fail to exercise their right of first refusal to purchase the Parent Parcel pursuant to the terms of the Land Contract, Landlord agrees to comply with the terms of Tenant's right of first refusal to purchase the Parent Parcel pursuant to this Section 5 of this Amendment.

6. Representations, Warranties and Covenants of Owner. Owner represents, warrants and covenants to Tenant 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 Tenant arising under the Agreement, as amended by this Amendment, the right of utility providers under recorded easements, and the ROFR Parties right of first refusal to purchase the Parent Parcel pursuant to the terms of the Land Contract.

(b) Upon Tenant's request, Owner agrees to discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement, as amended by this Amendment, any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Site.

(c) Upon Tenant's request, Owner agrees to cure any defect in Owner's title to the Site which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant'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 Tenant to effect any release or cure referred to in this paragraph, to evidence the full intention of the parties, and to assure Tenant's use, possession and quiet enjoyment of the Site under the Agreement, as amended by this Amendment.

(e) That Owner is the current fee owner of the Parent Parcel.

(f) That the individual executing this Amendment on behalf of Owner is authorized to do so and has the full power to bind Owner.

(g) Owner and Tenant agree that Tenant is the current Tenant under the Agreement, the Agreement is in full force and effect and the Agreement, as it may have been previously amended and as amended by this Amendment, contains the entire agreement between Owner and Tenant with respect to the Site.

(h) No default exists under the Agreement on the part of Tenant, and, to Owner's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(i) Should Tenant's lender (together with its successors and assigns, "Lender") take on all rights and responsibilities of the Agreement and exercise any rights of Tenant under the Agreement, including the right to exercise any renewal option(s), Owner agrees to accept such exercise of rights by Lender as if same had been exercised by Tenant; provided, however, Tenant shall provide written notice to Owner of the name and address of such Lender.

(j) If there shall be a monetary default by Tenant under the Agreement, Owner shall accept the cure thereof by Lender within any grace period provided to Tenant under the Agreement to cure such default, prior to terminating the Agreement. If there shall be a non-monetary default by Tenant under the Agreement, Owner shall accept the cure thereof by Lender within any grace period provided to Tenant under the Agreement to cure such default prior to terminating the Agreement.

(k) The Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein without the prior written consent of Lender.

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

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

8. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement.

9. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement and all amendments to the Agreement shall remain in full force and effect. Any

portion of the Agreement and all amendments thereto that are inconsistent with this Amendment are amended to be consistent.

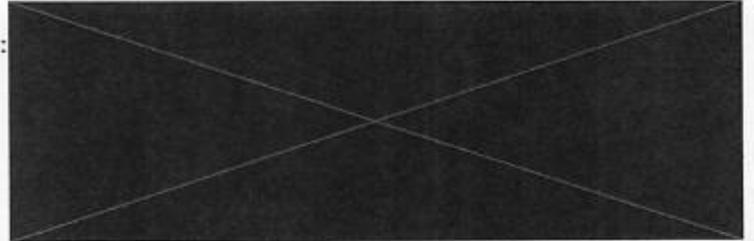
10. Letter Agreement. This Amendment supersedes that certain Letter Agreement by and between Owner and Tenant dated June 10, 2009, and in the case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this Amendment, the terms and conditions of this Amendment shall 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.

11. Change in Ownership. Owner agrees to provide Tenant with written notice at any time Owner transfers the Parent Parcel. The notice shall contain the identity and contact information for the succeeding owner of the Parent Parcel.

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

OWNER:

By:



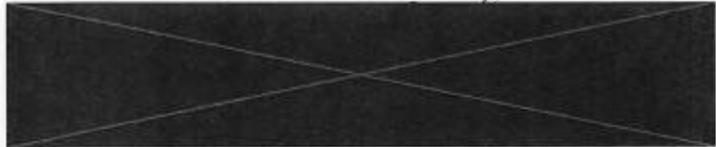
[TENANT SIGNATURE PAGE TO FOLLOW]

TENANT:

STC FIVE LLC, a Delaware limited liability company

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

Its: Attorney In Fact



COPY

EXHIBIT A
LEGAL DESCRIPTION OF SITE

A part of the lands of the [REDACTED] as described in Liber 11963, Page 204 and known as being part of the Northeast Quarter of Section 5, Township 4 North, Range 8 East, Springfield Township, Oakland County, Michigan and further described as follows: Commencing at the Northeast Corner of said Section 5; thence South 02 degrees 01 minutes 35 seconds East 2,483.29 feet along the East line of said Section; thence North 71 degrees 41 minutes 35 seconds West 700.68 feet; thence continuing North 71 degrees 41 minutes 35 seconds West 20.00 feet; thence North 19 degrees 00 minutes 50 seconds East 150.57 feet; thence North 64 degrees 20 minutes 30 seconds East 24.33 feet; thence South 72 degrees 48 minutes 56 seconds East 49.48 feet to the point of beginning of this description: thence North 17 degrees 11 minutes 04 seconds East 40.00 feet; thence South 72 degrees 48 minutes 56 seconds East 50.00 feet; thence South 17 degrees 11 minutes 04 seconds West 60.00 feet; thence North 72 degrees 48 minutes 56 seconds West 50.00 feet; thence North 17 degrees 11 minutes 04 seconds East 20.00 feet to the point of beginning and containing 3,000 square feet, more or less.

Together with a twenty foot (20') wide easement for access described as follows:

A part of the lands of the [REDACTED] as described in Liber 11963, Page 204 and known as being part of the Northeast Quarter of Section 5, Township 4 North, Range 8 East, Springfield Township, Oakland County, Michigan and further described as follows: Commencing at the Northeast Corner of said Section 5; thence South 02 degrees 01 minutes 35 seconds East 2,483.29 feet along the East line of said Section; thence North 71 degrees 41 minutes 35 seconds West 700.68 feet; to the point of beginning of this description: thence continuing North 71 degrees 41 minutes 35 seconds West 20.00 feet; thence North 19 degrees 00 minutes 50 seconds East 150.57 feet; thence North 64 degrees 20 minutes 30 seconds East 24.33 feet; thence South 72 degrees 48 minutes 56 seconds East 49.48 feet; thence South 17 degrees 11 minutes 04 seconds West 20.00 feet; thence North 72 degrees 48 minutes 56 seconds West 41.64 feet; thence South 64 degrees 20 minutes 30 seconds West 8.13 feet; thence South 19 degrees 00 minutes 50 seconds West 141.97 feet to the point of beginning and containing 4,160 square feet, more or less.

Together with an easement for utilities described as follows:

A part of the lands of the [REDACTED] as described in Liber 11963, Page 204 and known as being part of the Northeast Quarter of Section 5, Township 4 North, Range 8 East, Springfield Township, Oakland County, Michigan and further described as follows: Commencing at the Northeast Corner of said Section 5; thence South 02 degrees 01 minutes 35 seconds East 2,483.29 feet along the East line of said Section; thence North 71 degrees 41 minutes 35 seconds West 700.68 feet; thence continuing North 71 degrees 41 minutes 35 seconds West 20.00 feet; thence North 19 degrees 00 minutes 50 seconds East 150.57 feet; thence North 64 degrees 20 minutes 30 seconds East 24.33 feet; thence South 72 degrees 48 minutes 56 seconds East 39.48 feet; to the point of beginning of this description: thence North 17 degrees 11 minutes 04 seconds East 20.00 feet; thence South 72 degrees 48 minutes 56 seconds East 10.00 feet; thence South 17 degrees 11 minutes 04 seconds West 20.00 feet; thence

A-1

North 72 degrees 48 minutes 56 seconds West 10.00 feet to the point of beginning and containing 200 square feet, more or less.

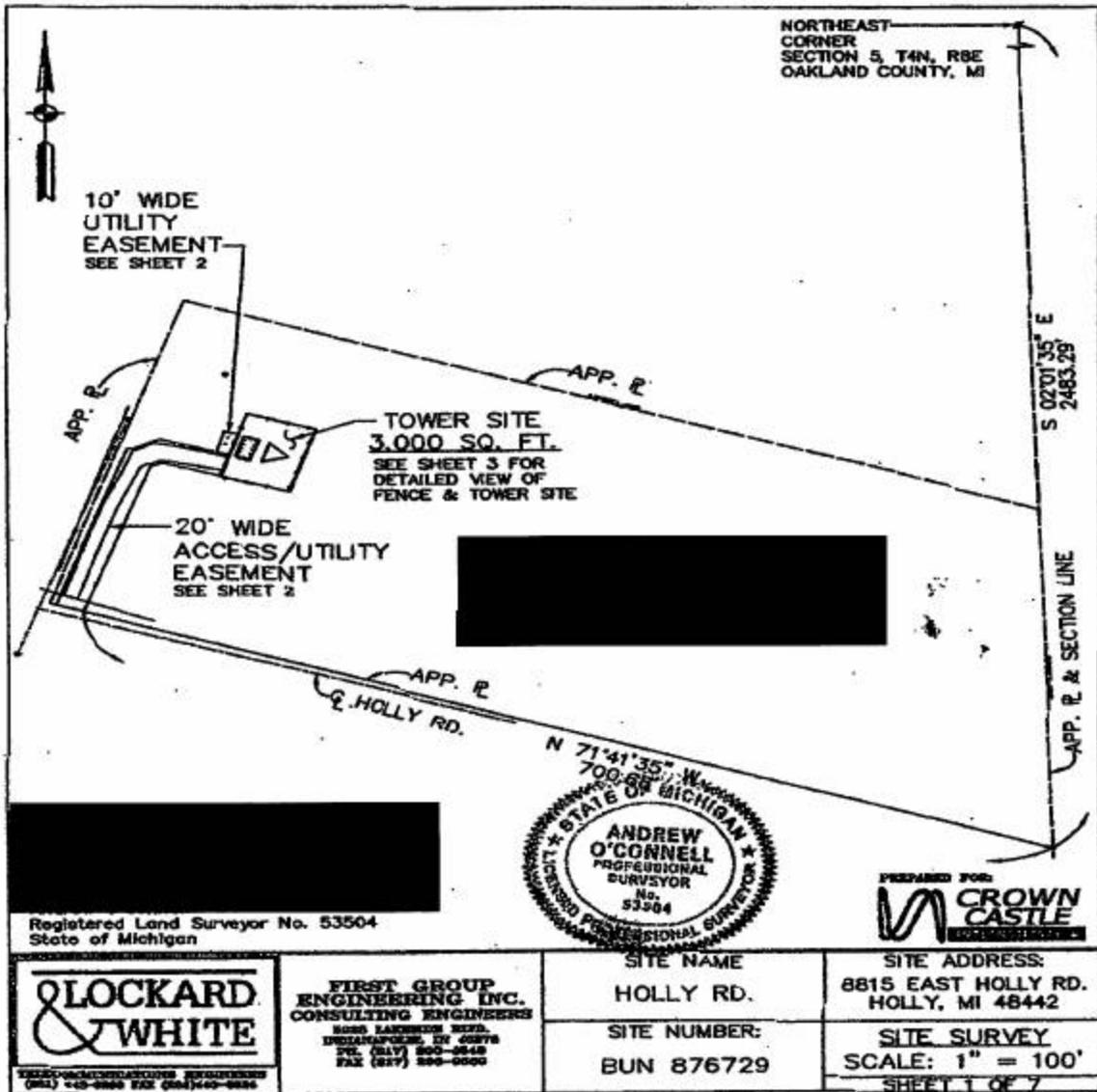
A portion of Tax ID: 07-05-226-007

Commonly known as 8815 E. Holly Road, Holly Michigan

A-2

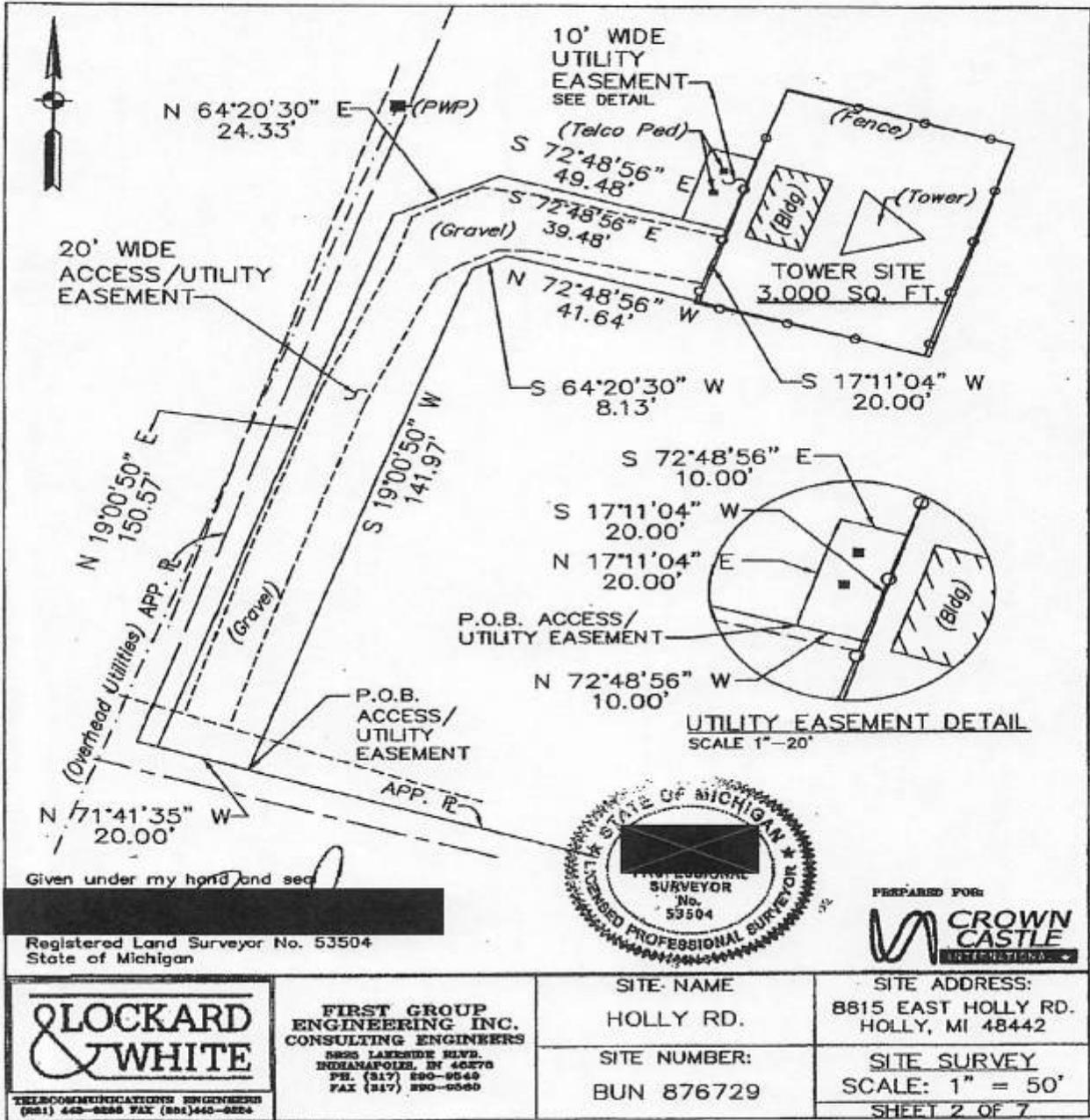
Property: Holly Rd.
BUN: 876729
April 15, 2010
BH01\1135559.2
ID\PC - 101460/0999

**EXHIBIT B
DEPICTION OF SITE**



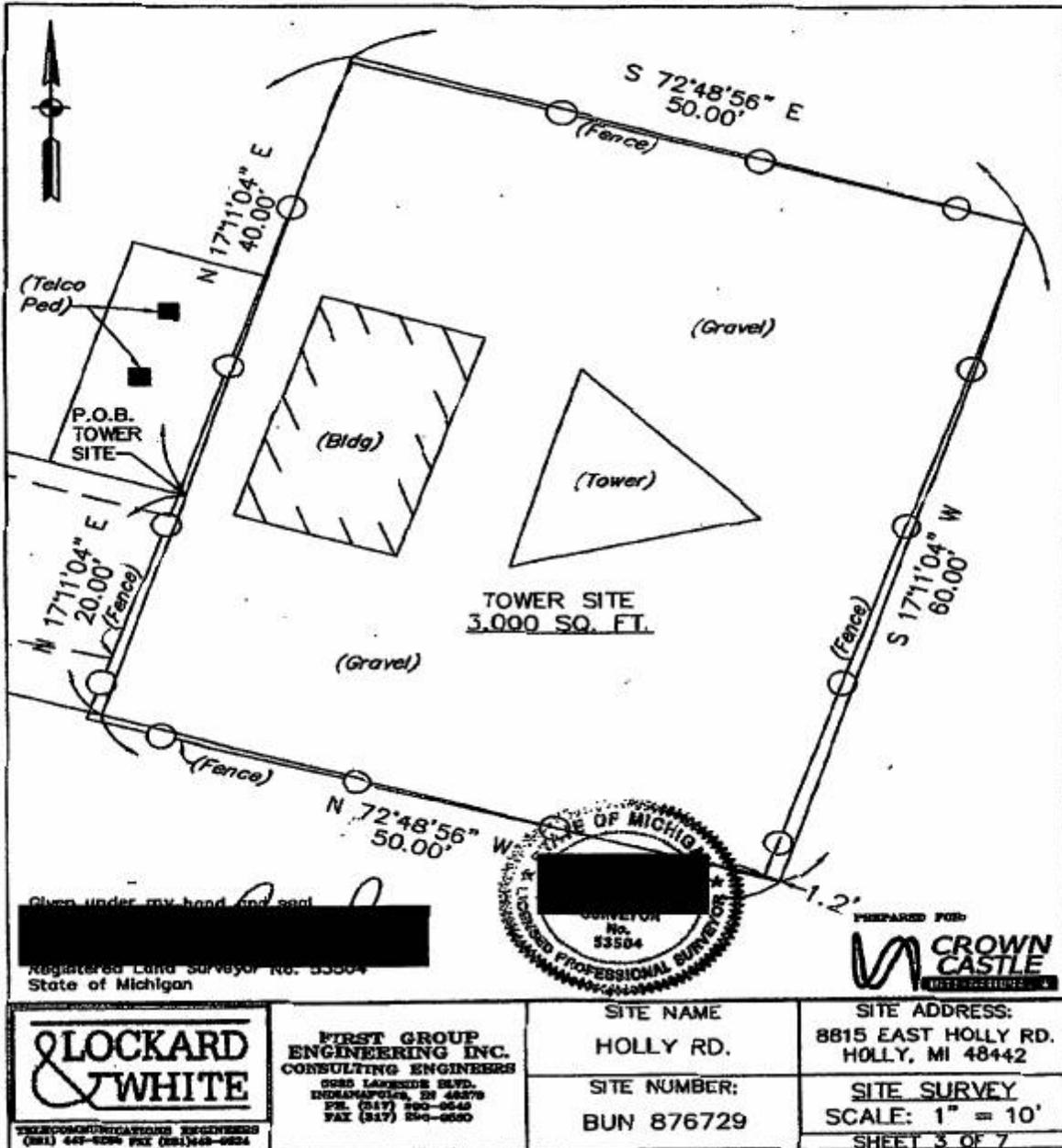
B-1

Property: Holly Rd.
 BUN: 876729
 April 15, 2010
 BH01\1135559.2
 ID\PC - 101460/0999



B-2

Property: Holly Rd.
 BUN: 876729
 April 15, 2010
 BH01\1135559.2
 ID\PC - 101460/0999



B-3

Property: Holly Rd.
 BUN: 876729
 April 15, 2010
 BH01\1135559.2
 ID\PC - 101460\0999

1. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate; easements, other than possible easements that were visible at the time of the making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land use regulations; any other facts that an accurate and current title search may disclose.
2. Locations of underground or overhead utilities/structures/facilities as shown hereon are based on observable aboveground evidence and record drawings, if any, provided to the surveyor. No excavations to locate buried utilities/structures/facilities were made during the progress of this work and actual locations may vary from the locations shown hereon. Additional buried utilities/structures/facilities may be encountered. Prior to any site excavations, contact the appropriate agency or utility company for verification of utility type and for field location of it's line(s).
3. Subsurface and environmental conditions were not examined nor considered as a part of this survey and no statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of this tract.
4. Except as shown, no attempt has been made as a part of this survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or public service facility. For information regarding these utilities or facilities and for field locations, the appropriate agencies must be contacted for verification of utility type and for field locations before excavations are begun.
5. The word "certify" or "certificate" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied.
6. Every document of record reviewed and considered as part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor. No abstract of title nor title commitment nor results of title searches were furnished to the surveyor. There may exist other documents of record that would affect this parcel.
7. Ownership show hereon is per county records indicated above or in title work and/or ownership evidence provided by others. Surveyor assumes no responsibility for the correctness of the public records or information provided by others. Surveyor makes no guarantees nor assumes any responsibility for additional facts that could impact on the location of property lines had accurate and correct title abstract work been provided.
8. Lines delineated with a "R" represent approximated record boundary lines based on information provided the surveyor and may or may not be reflective of a property line that would be determined during the course of an actual boundary survey.

CERTIFICATION

I hereby certify that all above ground, visible tower improvements are contained within the described area except as shown.

Certified To:

1) Crown Castle USA
2000 Corporate Drive
Canonsburg, PA 15312

2) Stewart Title Guaranty Company
1980 Post Oak Blvd. Suite 610
Houston, TX 77058

Given under my hand and seal

Registered Land Surveyor No. 53504
State of Michigan

This survey was prepared by First Group Engineering, Inc., 5925 Lakeside Blvd., Indianapolis, IN 46278 using features located in the field and information supplied by the client and is subject to all rights-of-way, easements, and restrictions of record. The information depicted herein was not necessarily created from a title report nor compared with adjoining deeds.



| | | | |
|--|--|----------------------------|---|
|  TELECOMMUNICATIONS ENGINEERS (881) 449-0268 FAX (881) 449-0264 | FIRST GROUP ENGINEERING INC. CONSULTING ENGINEERS 5925 LAKESIDE BLVD. INDIANAPOLIS, IN 46278 PH. (317) 280-8048 FAX (317) 280-8080 | SITE NAME HOLLY RD. | SITE ADDRESS: 8815 EAST HOLLY RD. HOLLY, MI 48442 |
| | | SITE NUMBER: BUN 876729 | SITE SURVEY NOT TO SCALE SHEET 4 OF 7 |

B-4

Property: Holly Rd.
BUN: 876729
April 15, 2010
BH01V1135559.2
ID/PC - 101460/0999

EXHIBIT C
LEGAL DESCRIPTION

A portion of the land situated in the Township of Springfield, Oakland County, State of Michigan described as follows:

Part of the Northeast 1/4 of Section 5, Town 4 North, Range 8 East, Springfield Township, Oakland County, Michigan, described as beginning at a point located North 02 degrees 01 minutes 35 seconds West 294.12 feet from the East 1/4 corner of Section 5, thence North 71 degrees 41 minutes 35 seconds West 725 feet, thence North 18 degrees 18 minutes 25 seconds East 293.01 feet, thence South 71 degrees 41 minutes 35 seconds East 616.42 feet, thence South 02 degrees 01 minutes 35 seconds East 312.47 feet to the point of beginning.

Tax ID: 07-05-226-007

Commonly known as 8815 E. Holly Road, Holly Michigan

B-1

Property: Holly Rd.
BLN: 876729
April 15, 2010
BH01N13559.2
ID/PC - 101460/0999



Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

Tel 1(866)-482-8890

www.crowncastle.com

September 2, 2010



Reference: Site Name: HOLLY RD
Site Address: 8815 East Holly Rd., Holly MI 48442
Site Number: 876729
Agreement: PCS Site Agreement between [REDACTED] and Sprint Spectrum L.P. dated August 31, 1998, as it may have assigned or amended; ("The Agreement").

Dear Landowner:

Pursuant to the terms of the recent amendment to The Agreement; the amount of \$322.58 is due to you for the monthly payment for the period of 8/13/2010 to 9/30/2010.

Beginning with your 10/1/2010 payment; your next monthly payment will be in the amount of \$1,226.21.

Please accept the above discussed amount which will be directly deposited into your account.

Should you have any questions regarding this matter, please contact our Landowner Call Center at 1-866-482-8890 or via email landownershelpdesk@crowncastle.com. Please reference your site number 876729 in all communication regarding this Lease

Sincerely,



Real Estate Manager
Property Management



RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

LIBER 44677 PAGE 527
\$31.00 MISC RECORDING
\$4.00 REMONUMENTATION
09/14/2012 02:49:32 PM RECEIPT# 97400
PAID RECORDED - Oakland County, MI
Bill Bullard Jr., Clerk/Register of Deeds

2012 JUL 30 AM 10 19

AMENDMENT TO RIGHT-OF-WAY AND EASEMENT GRANT

THIS AMENDMENT TO RIGHT-OF-WAY AND EASEMENT GRANT ("Agreement"), made this 16th day of July, 2012, by [REDACTED], under agreement dated July 1, 1991, with an address of [REDACTED] Michigan 48430, (hereinafter collectively referred to as "Grantor") and ENBRIDGE ENERGY, LIMITED PARTNERSHIP, a Delaware limited partnership, with an office located at 119 North 25th Street East, Superior, Wisconsin 54880, including its grantees, successors and assigns (hereinafter referred to as "Grantee"), witnesseth as follows

WHEREAS, Grantor owns the land described in Exhibit A hereto and incorporated herein (hereinafter referred to as the "Land"), and

WHEREAS, Grantee (the successor-in-interest of Lakehead Pipe Line Company, Inc) is the owner of a right-of-way and easement grant for pipeline purposes as described in an agreement(s) dated April 15, 1969 which was recorded on July 10, 1969, in Liber 5370, at Page 651, in Oakland County Records (hereinafter referred to as the "Right-of-Way and Easement Grant") and any amendments or modifications thereto, and,

WHEREAS, the Right-of-Way and Easement Grant and any amendments or modifications thereto convey a forty (40) foot wide right-of-way and easement on, over, through, upon, under and across Grantor's Land, and

(JP)

WHEREAS, one or more pipelines and appurtenances presently occupy the existing right-of-way and easement, and

WHEREAS, the Grantor and Grantee desire to expand the existing right-of-way and easement from forty (40) feet in width to the easement description as described in Attachment A to Exhibit A in order to accommodate the installation of an additional pipeline

OK - AN

2012 AUG 21 AM 9:39

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

35

NOW, THEREFORE, in consideration of the mutual covenants contained herein and contained in the Right-of-Way and Easement Grant and any amendments or modifications thereto, and in further consideration of Ten Dollars (\$10.00) paid to Grantor and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, IT IS AGREED AS FOLLOWS

- 1 The Right-of-Way and Easement Grant and any amendments or modifications thereto are hereby restated and amended so that the existing forty (40) foot wide right-of-way and easement upon the Land is hereby expanded to the easement description as described on Attachment A in the attached Exhibit A
- 2 Payment made hereunder includes compensation for timber to be removed from the expanded right-of-way and easement and disposed of by Grantee
- 3 All of the terms and conditions of the Right-of-Way and Easement Grant and any amendments or modifications thereto, except as modified herein, are now and shall remain in full force and effect and shall apply to the entire expanded right-of-way and easement. To the extent a conflict exists between the terms of the Right-of-Way and Easement Grant, any earlier amendments or modifications thereto and the terms of this Agreement, the terms of this Agreement control
- 4 This Agreement shall be binding upon the parties hereto and their heirs, legal representatives, successors and assigns
- 5 Grantor hereby covenants and warrants (i) the quiet possession of the right-of-way and easement conveyed hereby, and (ii) that the Grantor will warrant and defend the title to said right-of-way and easement against all lawful claims

This instrument is exempt from the Michigan State Real Estate transfer tax pursuant to M C L 207 505 (f) and M C L 207 526(f) as evidencing an interest that is accessible as personal property being an interest in the personal property of a pipe line company transporting oil as a common carrier, as defined by M C L 211 8(g)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the above written date

Grantor

 under agreement dated July 1, 1991

Signature



Grantor

Signature _____

Grantee

RS ENBRIDGE ENERGY, LIMITED PARTNERSHIP,
~~a Delaware limited partnership,~~
by Enbridge Pipelines (Lakehead) L L C
its General Partner

Signature

 _____

Duly Authorized Agent

ACKNOWLEDGEMENT

STATE OF MICHIGAN }
COUNTY OF OAKLAND } ss

This instrument was acknowledged before me on this [redacted] day of [redacted], 2012, by [redacted] under agreement dated July 1, 1991



STATE OF WISCONSIN }
COUNTY OF DOUGLAS } ss

This instrument was acknowledged before me on this 20th day of JULY, 2012, by [redacted] duly Authorized Agent of Enbridge Pipelines (Lakehead) L L C , as General Partner of Enbridge Energy, Limited Partnership, a Delaware limited partnership

[redacted]
STATE OF WISCONSIN
COUNTY OF DOUGLAS



This instrument drafted by
[redacted]
Enbridge Energy, Limited Partnership
1409 Hammond Avenue, Second Floor
Superior, Wisconsin 54880

Return Recorded Document To
Enbridge Energy, Limited Partnership
Grand Oaks Centre
3399 East Grand River Ave, Suite 100
Howell, MI 48843

EXHIBIT A

This Exhibit A is attached to and made part of the Amendment to Right-of-Way and Easement Grant between [REDACTED], Trustee [REDACTED] under agreement dated July 1, 1991, with an address of [REDACTED], MI 48430 (Grantor) and Enbridge Energy, Limited Partnership (Grantee)

GRANTOR'S PROPERTY LEGAL DESCRIPTION (the Land)

The following described premises situated in the Township of Springfield, County of Oakland, State of Michigan and described as follows, to-wit

Part of the NE ¼ of Section 5, T4N, R8E, Springfield Township, Oakland County, Michigan, more particularly described as beginning at the intersection of the center line of Holly Road with the East line of said Section 5, located North 02 degrees 01' 35" West 294 12 feet from the East ¼ corner of said Section 5, T4N, R8E, thence from said point of beginning North 71 degrees 41' 35" West, 838 75 feet along the center line of Holly Road, thence North 18 degrees 18' 25" East, 45 00 feet to a point in the Northerly right of way line of Holly Road, thence North 71 degrees 41' 35" West, 189 42 feet along the Northerly line of Holly Road, thence North 72 degrees 26' 40" West 211 02 feet along the Northerly line of Holly Road, thence North 17 degrees 33' 20" East, 55 00 feet along the right of way line of Holly Road, thence North 72 degrees 26' 40" West, 231 32 feet along the Northerly line of Holly Road, thence North 01 degrees 36' 57" West, 204 34 feet, thence South 72 degrees 26' 40" East, 511 07 feet, thence South 71 degrees 41' 35" East, 921 22 feet to the East line of said Section 5, thence South 02 degrees 01' 35" East, 312 47 feet along the East line of said Section 5 to the point of beginning. Containing 8 739 acres, subject to the rights of the public in the Easterly 60 00 feet for Tindall Road and in the Southwesterly 33 00 feet of the Southeasterly 838 75 feet for Holly Road

LESS AND EXCEPT Parcel "A" Part of the Northeast ¼ of Section 5, Town 4 North, range 8 East, Township of Springfield, Oakland County, Michigan, and being more particularly described as commencing at the East ¼ corner of said Section 5, thence North 02 degrees 01 minutes 35 seconds West along the East line of said Section 5, 294 12 feet, to the centerline of Holly road, thence North 71 degrees 41 minutes 35 seconds West along said centerline, 725 0 feet for the point of beginning of this parcel of land thence continuing along said centerline North 71 degrees 41 minutes 35 seconds West, 113 75 feet, thence North 18 degrees 18 minutes 29 seconds East, 45 0 feet, thence North 71 degrees 41 minutes 35 seconds West, 189 42 feet, thence North 72 degrees 26 minutes 40 seconds West, 211 02 feet, thence North 17 degrees 33 minutes 20 seconds East, 55 0 feet, thence North 72 degrees 26 minutes 40 seconds West, 231 32 feet, thence North 01 degrees 36 minutes 57 seconds West, 204 34 feet,

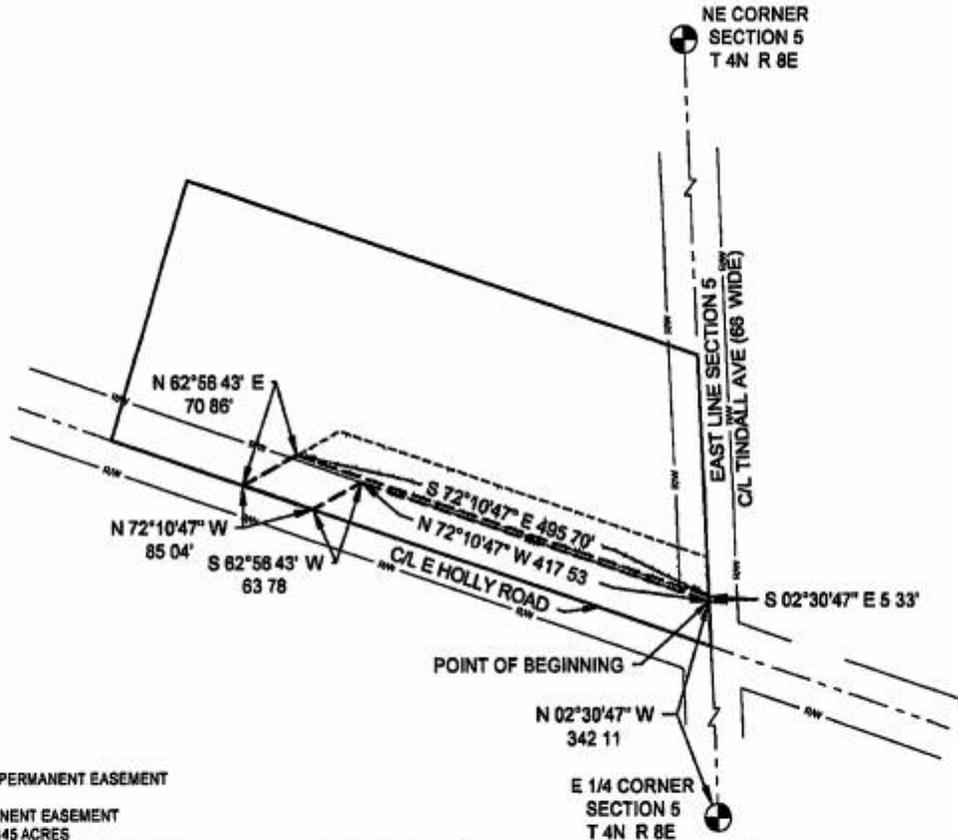
thence South 72 degrees 26 minutes 40 seconds East, 511 07 feet, thence South 71 degrees 41 minutes 35 seconds East, 304 80 feet, thence South 18 degrees 18 minutes 25 seconds West 293 01 feet to the point of beginning

PIN 07-05-226-007

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY AND EASEMENT ACROSS ABOVE-DESCRIBED LAND

See the drawing and easement description in Attachment A

Part of the Southeast 1/4, Northeast 1/4 Section 5, Town 4 North, Range 8 East, Springfield Township Oakland County, Michigan



EXISTING 40' WIDE PERMANENT EASEMENT

PROPOSED PERMANENT EASEMENT

6 321.4 SQ. FT. = 0.145 ACRES

SHEET 1 OF 2

HOLLAND ENGINEERING

ENGINEERING | SURVEYING | PIPELINE SERVICES

225 Howard Boulevard, Suite 2
Holland, Michigan 49423-3700
T 616 292 5810 F 616-322 2118
www.hollandengineering.com

25555 Evergreen Rd, Suite 439
Southfield, Michigan 48076
T 248-327 7322 F 248 327 7549

EXHIBIT A - TRACT M-804-9

PROPERTY OF



SPRINGFIELD TWP, OAKLAND COUNTY, MI



LIBER 44677 PAGE 533
Attachment A

EASEMENT DESCRIPTION

Part of the Southeast 1/4 of Section 5 Town 4 North Range 8 East Springfield Township Oakland County Michigan being described as Commencing at the East 1/4 Corner of said Section 5 thence North 02 degrees 30 minutes 47 seconds West 342 11 feet along the East line of said Section 5 to the Point of Beginning thence North 72 degrees 10 minutes 47 seconds West 417 53 feet along the North Right-of-Way line of Holly Road thence South 62 degrees 56 minutes 43 seconds West 63 78 feet thence North 72 degrees 10 minutes 47 seconds West 85 04 feet along the South line of the grantor's property North 62 degrees 56 minutes 43 seconds East 70 86 feet South 72 degrees 10 minutes 47 seconds East 495 70 feet along the South line of an existing 40 foot wide pipeline right of way and easement grant as recorded in Liber 5370, Page 651 Oakland County records South 02 degrees 30 minutes 47 seconds East 5 33 feet along the East line of said Section 5 to the Point of Beginning

A. 07-05-226-007

SHEET 2 OF 2

**HOLLAND
ENGINEERING**

ENGINEERING | SURVEYING | PIPELINE SERVICES
228 Hoover Boulevard Suite 2 | 28155 Evergreen Rd. Suite 400
Holland Michigan 49423-3756 | Southfield Michigan 48076
T 616-392-5008 F 616-362-2118 | T 248-627-7322 F 248-627-7549
www.hollandengineering.com

EXHIBIT A - TRACT M-804-9

PROPERTY OF



SPRINGFIELD TWP, OAKLAND COUNTY, MI



481 20010101 412 01 2004

DWG NO. M 804 9

DATE 03-22-2012 (DWG BY: HEN/DRP) REV NO 2 SCALE N/A