

MEMORANDUM OF AMENDMENT TO SUBLEASE AGREEMENT

WHEN RECORDED RETURN TO:

STC Five LLC
c/o Global Signal Acquisitions II LLC
8020 Katy Freeway
Houston, Texas 77024

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 22-26-101-018

This Memorandum of Amendment to Sublease Agreement ("Memorandum") is dated and made effective as of the date of the last party to sign, by and between CITY OF NOVI, a Michigan municipal corporation ("Landlord"), with a mailing address of 45175 West Ten Mile Road, Novi, Michigan 48375, and STC FIVE LLC, a Delaware limited liability company, by and through GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, its attorney in fact ("Tenant"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Landlord and Sprint Spectrum, L.P., a Delaware limited partnership ("Original Tenant") entered into a Sublease Agreement dated May 9, 2001 (the "Original Lease"), whereby Original Tenant leased certain real property, together with access and utility easements, located in Oakland County, Michigan from Landlord (the "Premises"), all located within certain real property owned by Landlord (the "Parent Parcel"). The Parent Parcel, of which the Premises is a part, is more particularly described in Exhibit A attached hereto.

2. The Original Lease was amended by that certain First Amendment to Sublease Agreement dated March 20, 2006 (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the "Lease").

3. STC Five LLC is currently the tenant under the Lease as successor in interest to Original Tenant.

4. The Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.

5. The Lease had an initial term that commenced on May 9, 2001 and expired on May 8, 2006. The Lease provided for four (4) extensions of five (5) years each (each a "Renewal Term"), all of which were exercised by Tenant. According to the Lease, the final Renewal Term expires on May 8, 2026.

6. Landlord and Tenant have entered into a Second Amendment to Sublease Agreement (the "Second Amendment"), of which this is a Memorandum, providing for six (6) additional Renewal Terms of five (5) years each. Pursuant to the Second Amendment, the final Renewal Term expires on May 8, 2056.

7. In the event of any inconsistency between this Memorandum and the Second Amendment, the Second Amendment shall control.

8. The terms, covenants and provisions of the Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

9. This Memorandum does not contain the social security number of any person.

10. A copy of the Second Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

LANDLORD:
CITY OF NOVI,
a Michigan municipal corporation

By: _____
 Print Name: _____
 Print Title: _____
 Date: _____

STATE OF _____ }
COUNTY OF _____ }

On this ____ day of _____, 20__ before me _____ (notary public), personally appeared _____ (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (notary public)

(NOTARY SEAL)

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IN WITNESS WHEREOF, hereunto and to duplicates hereof, Tenant has caused this Memorandum to be duly executed on the date first written below.

TENANT:
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: _____
Print Title: _____
Date: _____

State of Texas

County of _____

Before me, _____, a Notary Public, on this day personally appeared _____ of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, as Attorney in Fact for **STC FIVE LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

(Personalized Seal)

Notary Public's Signature

EXHIBIT A
Legal Description of the Parent Parcel

PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A POINT DISTANT NORTH 86 DEGREES 27 MINUTES 27 SECONDS EAST 1,061.55 FEET AND SOUTH 02 DEGREES 47 MINUTES 25 SECONDS EAST 1,043.98 FEET FROM NORTHWEST SECTION CORNER; THENCE NORTH 86 DEGREES 27 MINUTES 27 SECONDS EAST 80.24 FEET; THENCE SOUTH 02 DEGREES 47 MINUTES 33 SECONDS EAST 652.58 FEET; THENCE ALONG CURVE TO LEFT, RADIUS 250 FEET, CHORD BEARS SOUTH 19 DEGREES 18 MINUTES 40 SECONDS EAST 141.97 FEET, DISTANCE OF 143.95 FEET; THENCE ALONG CURVE TO RIGHT, RADIUS 280 FEET, CHORD BEARS SOUTH 20 DEGREES 25 MINUTES 19 SECONDS EAST 148.55 FEET, DISTANCE OF 150.35 FEET; THENCE ALONG CURVE TO LEFT, RADIUS 34 FEET, CHORD BEARS SOUTH 30 DEGREES 16 MINUTES 27 SECONDS EAST 29.02 FEET, DISTANCE OF 29.98 FEET; THENCE ALONG CURVE TO RIGHT, RADIUS 76 FEET, CHORD BEARS SOUTH 29 DEGREES 17 MINUTES 48 SECONDS EAST 67.20 FEET, DISTANCE OF 69.61 FEET, THENCE SOUTH 03 DEGREES 03 MINUTES 33 SECONDS EAST 110.72 FEET; THENCE NORTH 86 DEGREES 56 MINUTES 27 SECONDS EAST 535.80 FEET, THENCE NORTH 49 DEGREES 06 MINUTES 05 SECONDS EAST 188.17 FEET; THENCE NORTH 86 DEGREES 56 MINUTES 27 SECONDS EAST 355.33 FEET; THENCE SOUTH 07 DEGREES 58 MINUTES 33 SECONDS EAST 588.64 FEET; THENCE SOUTH 86 DEGREES 56 MINUTES 27 SECONDS WEST 1,301.95 FEET; THENCE NORTH 02 DEGREES 47 MINUTES 25 SECONDS WEST 1,598.25 FEET TO BEGINNING, EXCEPT THAT PART TAKEN FOR ARENA DRIVE 15.16 A10-13-97 FR 003 1-16-98 CORR.