COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease Agreement") dated as of November 7, 2007 is made by and between STC Five LLC, a Delaware limited liability company ("Lessee"), by Global Signal Acquisitions III LLC, a Delaware limited liability company, its Attorney in Fact, and the City of Saratoga, a Municipal corporation ("Lessor").

RECATALS

This Lease Agreement is entered into based upon the following facts, circumstances and understandings:

A. Lessor owns certain real property legally described in Exhibit "A" attached hereto and commonly known as Congress Springs Park (Assessor’s Parcel Number 389-02-001) ("Lessor’s Real Property"). Lessee desires to lease a portion of Lessor’s Real Property with any necessary easements over other portions of Lessor’s Real Property and/or shared use of Lessor’s easements over other real property necessary for Lessee’s access and utilities to the leased area (altogether the “Premises”), as described on Exhibit “B” attached hereto. Lessor represents and warrants that it has full rights of ingress to and egress from the Premises from a public roadway.

B. Lessor is willing to lease the Premises to Lessee for Lessee’s proposed use subject to the terms and conditions of this Lease Agreement.

WHEREFORE, the parties hereto agree as follows:

1. **Grant of Lease.** Lessor hereby leases to Lessee the Premises for Lessee’s proposed use, subject to the following terms and conditions.

2. **Permitted Uses.** The Premises may be used by Lessee for the operation of a wireless communications facility. Under this Lease Agreement, Lessee and Lessee’s sublessee’s and sublicensee’s may install, place, use and operate on the Premises such antennas, radio transmitting and receiving equipment, tower structures, equipment shelters, meter boards, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities, and related equipment (collectively “Lessee’s Facilities”) as Lessee reasonably deems necessary for the operation of its wireless communications site at the Premises, subject to the terms and conditions of this Agreement. Further, Lessee may perform construction, maintenance, repairs, additions to, and replacement of Lessee’s Facilities as Lessee deems necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate Lessee’s Facilities and as required for Lessee’s communications operations at the Premises.

3. **Conditions Precedent: Prior Approvals.** Lessor agrees to cooperate with Lessee’s reasonable requests for Lessor’s signatures as real property owner on permit applications, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, and for assistance in obtaining such necessary approvals, provided that such cooperation and assistance shall be at no expense to Lessor.
4. **Term.** The term of this Lease Agreement ("Term") shall be ten (10) years commencing upon full execution of this Lease Agreement by both parties hereto. Lessee shall have the right to extend the Term of this Lease Agreement for one (1) additional term ("Renewal Term") of five (5) years. This Lease Agreement shall automatically be extended for the Renewal Term unless Lessee notifies Lessor in writing of Lessee’s intention not to extend this Lease Agreement at least thirty (30) days prior to the expiration of the Term.

5. **Rent.** Within fifteen (15) days of the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Eighteen Hundred dollars exactly ($1800.00) ("Rent") per month. Rent shall be payable on the first day of each month, in advance, to Lessor’s payee specified in Section 21, Notices and Deliveries. If the Commencement Date of this Lease Agreement is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter Lessee shall pay a full month’s Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease Agreement, or if this Lease Agreement is terminated before the expiration of any month for which Rent should have been paid. Rent shall be increased annually as of the anniversary of the Commencement Date by three percent (3%) of the Rent paid during the previous year. If the Rent is not received by Lessor on or before the thirtieth (30th) day following the due date, it shall be deemed delinquent. If the Rent is not paid before delinquency, then the amount due and unpaid shall be subject to a late charge at the rate of five percent (5%) of the overdue amount, without limitation to Lessor’s other rights and remedies under this Lease Agreement.

6. **Ongoing Access to Premises.** Throughout the Term and any Renewal Term of this Lease Agreement, Lessee shall have the right of access to the Premises for its employees and agents twenty-four (24) hours a day, seven (7) days per week, at no additional charge to Lessee. Lessor hereby grants to Lessee the access easement more particularly described on the attached Exhibit B. In exercising its right of access to the Premises herein, Lessee agrees to cooperate with any reasonable security procedures utilized by Lessor at Lessor’s Real Property and further agrees not to unduly disturb or interfere with the business or other activities of Landlord or of other tenants or occupants of Lessor’s Real Property. Lessor shall maintain all existing access roadways or driveways extending from the nearest public roadway to the Premises in a manner sufficient to allow for Lessee’s access to the Premises. Lessor shall be responsible for maintaining and repairing such roadways and driveways at Lessor’s sole expense, except for any damage caused by Lessee’s use of such roadways or driveways. If Lessee causes any such damage, Lessee shall promptly repair the same at its sole expense. Lessor shall not have access to the Premises, except in the event of an emergency that poses an immediate threat of substantial harm or damage to persons or property that requires entry on the restricted portions of the Premises, Lessor may enter the same and take such actions as are required to protect individuals or personal property from such immediate threat of substantial harm or damage; provided that promptly after such emergency entry, Lessor shall give Lessee notice of such entry. In addition, Lessor shall have the right, if escorted by Lessee, to periodically enter the restricted portion of the Premises to visually inspect the facilities on reasonable prior notice to Lessee, which notice shall specify the date and time when Lessor seeks to enter the Premises. Lessor shall repair any damage it causes to the Premises or to Lessee’s Facilities during any such entry.
7. **Lessee’s Work, Maintenance and Repairs.** For any improvements, modifications, alterations or construction by Lessee after the commencement of the Lease Agreement, Lessee shall submit copies of the site plan and specifications to the Lessor for prior approval, which approval will not be unreasonably withheld, conditioned or delayed. Lessor shall give such approval or provide Lessee with its requests for changes within five (5) business days of Lessor’s receipt of Lessee’s plans. If Lessor does not provide such approval or request for changes within such five (5) business day period, Lessor shall be deemed to have approved the plans. Lessor shall not be entitled to receive any additional consideration in exchange for giving its approval of Lessee’s plans. Any improvements, modifications, alterations, or construction by Lessee shall be constructed in strict conformity with such approved plans and specifications. All of Lessee’s construction and installation work at the Premises shall be performed at Lessee’s sole cost and expense and in a good and workmanlike manner. Nothing in this Agreement shall be construed as a building permit, use permit, or other grant of approval pursuant to the Saratoga City Code. Lessee shall maintain Lessee’s Facilities and the Premises in neat and safe condition in compliance with all applicable codes and governmental regulations. Lessee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Lessee, its employees, agents, contractors, subcontractors, sublessees, licensees, or invitees. Any damage caused to the Premises by Lessee, its employees, agents, contractors, subcontractors, sublessees, licensees, or invitees, shall be promptly repaired at the sole expense of Lessee after providing timely notice of such damage to Lessor. Upon the expiration, cancellation or termination of this Lease Agreement, Lessee shall surrender the Premises in good condition, less ordinary wear and tear; however, Lessee shall not be required to remove any foundation supports for Lessee’s Facilities or conduits which have been installed by Lessee.

8. **Title to Lessee’s Facilities.** Title to Lessee’s Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee’s Facilities shall remain the property of Lessee and are not fixtures. Lessee shall remove all Lessee’s Facilities, at its sole expense; such removal will be coordinated with the expiration or termination date of this Lease Agreement. Lessor acknowledges that Lessee (and subject to Section 17 below) Lessee’s sublessees or sublicensees may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee’s Facilities or the financing of sublessee’s or sublicensee’s equipment installed at the Premises, with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. “Collateral” means Lessee’s Facilities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee’s Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

9. **Utilities.** Lessee shall have the right to install and maintain utilities on or near the Premises, at Lessee’s expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Lessor hereby grants to Lessee the utilities easement as further described on the attached Exhibit B. Lessee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee’s Facilities.

10. **Interference with Communications.** Lessee’s Facilities and operations shall not interfere with the operating equipment existing as of the date of this Agreement and Lessee’s Facilities and operations shall comply with all non-interference rules of the Federal Communications Commission (“FCC”). Upon written notice from Lessor of apparent interference by Lessee with Pre-existing Communications, Lessee shall have the responsibility to promptly terminate such interference with the

---

Site No.: 3028167
Site Address: Congress Springs Park, Saratoga, CA 95070
Pre-existing Communications or demonstrate to Lessor with competent information that the apparent interference in fact is not caused by Lessee’s Facilities or operations. Lessor shall not, nor shall Lessor permit any other tenant or occupant of any portion of Lessor’s Real Property to engage in any activities or operations which interfere with the communications operations of Lessee described in Section 2 above and as further modified with future installations or equipment changes by Lessee or Lessee’s sublessees or sublicensees pursuant to the terms and conditions contained herein. Such interference with Lessee’s communications operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right to bring a court action to enjoin such interference or to terminate this Lease Agreement immediately upon notice to Lessor. Lessor agrees to incorporate equivalent provisions regarding non-interference with Lessee’s Facilities into any subsequent leases, licenses or rental agreements with other persons or entities for any portions of Lessor’s Real Property.

11. **Taxes.** Lessee shall pay personal property taxes assessed against Lessee’s Facilities, and Lessor shall pay when due all real property taxes and all other taxes, fees and assessments attributable to the Premises and this Lease Agreement. Lessee agrees to reimburse Lessor for any documented increase in real estate taxes levied against Lessor’s Real Property that are directly attributable to Lessee’s Facilities. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee’s use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge. Pursuant to California Revenue and Taxation Code section 107.6, Lessee is notified that the property interest acquired by Lessee in the Premises under this Lease Agreement may be subject to property taxation as a possessory interest in real property, and Lessee may be subject to property taxes levied on that interest.

12. **Termination.** This Lease Agreement may be terminated by Lessee effective immediately without further liability by delivery of written notice thereof to Lessor prior to the Commencement Date for any reason resulting from Lessee’s Due Diligence, or if a title report obtained by Lessee for Lessor’s Real Property shows any defects of title or any liens or encumbrances which may adversely affect Lessee’s use of the Premises for Lessee’s intended use, or for any other or no reason. This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that if such default is curable, but not curable within such sixty (60) day period, then within such period of time as is reasonably necessary to accomplish such cure (in order to avail itself of this time period in excess of sixty (60) days, the defaulting party must send to the other party, within the sixty (60) day period, a written plan to cure the default, which is reasonably acceptable to the other party, and the defaulting party diligently commences and continues to performance of such cure to completion according to the written plan); (ii) by Lessee if Lessee does not obtain licenses, permits or other approvals necessary for operation of Lessee’s Facilities or is unable to maintain such licenses, permits or approvals despite reasonable efforts to do so; (iii) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (iv) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference. In the event of termination of this Lease by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference, which occurs at any time within the Initial Term of this Lease, Lessee shall pay a termination fee in an amount equal to three (3) months of the then current Rent. The termination fee shall be paid within thirty (30) days of the effective date of termination.
of this Lease Agreement. Other than as stated herein, Lessor shall not have the right to terminate, revoke or cancel this Lease Agreement.

13. **Destruction of Premises.** If the Premises or Lessor’s Property is destroyed or damaged so as in Lessee’s judgment to hinder its effective use of Lessor’s Property for the ongoing operation of a wireless communications site, Lessee may elect to terminate this Lease Agreement as of the date of the damage or destruction by so notifying Lessor no more than thirty (30) days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease Agreement shall cease as of the date of the damage or destruction.

14. **Condemnation.** If Lessor receives notice of a proposed taking by eminent domain of any part of the Premises, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Lease Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Premises that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Premises so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

15. **Insurance.** Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of Two Million Dollars ($2,000,000.00) per occurrence, (2) Automobile Liability with a combined single limit of One Million Dollars ($1,000,000.00) per accident, (3) Workers Compensation as required by law, and (4) Employer’s Liability with limits of One Million Dollars ($1,000,000.00) per occurrence. Lessor, at Lessor’s sole cost and expense, shall procure and maintain on the Property, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars ($1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor’s use, occupancy and maintenance of the Property. Each party shall be named as an additional insured on the other’s policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date. The parties hereby waive any and all rights of action for negligence against the other on account of damage to Lessee’s Facilities, Lessor’s Real Property or to the Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for Lessee’s Facilities, Lessor’s Real Property or the Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

16. **Assignments or Transfers.** Lessor may assign or transfer this Lease Agreement to any person or entity without any requirement for prior approval by Lessee, provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Lessor in said Lease Agreement, including the obligation to respect Lessee’s rights to nondisturbance and quiet enjoyment of the Premises during the remainder of the Term and any Renewal Term hereof. Lessee may assign or transfer this Lease Agreement without prior approval by Lessor to any party controlling, controlled by or under common control with Lessee, to Lessee’s affiliates, parents, subsidiaries, or to any entity which acquires all or substantially all of Lessee’s assets. Lessee shall not assign or transfer this Lease Agreement to any other person or entity without the prior written approval of Lessor, which approval shall not be unreasonably withheld. Upon assignment by Lessee, Lessee shall be relieved of all liabilities and obligations hereunder.
and Lessor shall look solely to the assignee for performance under this Lease and all obligations hereunder, except with respect to obligations arising before but not satisfied by the effective date of the assignment. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

17. Subleases. Lessee may sublease or license use of the Premises with Lessor’s prior written consent, which consent shall not be unreasonably withheld, provided that any such sublessee shall be bound by all the duties and obligations of this Lease Agreement and that Lessee shall be primarily liable to Lessor for such sublessee’s performance under this Lease Agreement. Notwithstanding anything in this Lease Agreement to the contrary, Lessor hereby consents to the sublicense or sublease related to any Existing Co-locator, GSA III, any Global Signal Entity, any Sprint Entity, or any entity Sprint installed pursuant to the Sprint-Global Signal Lease and/or Leaseback Transaction. For purposes of this Lease Agreement, “Existing Co-Locator” means any Co-Locator installed at the Premises at the commencement of this Lease Agreement, including but not limited to each Sprint Entity and any entity installed as a result of the Sprint-Global Signal Lease and/or Leaseback Transaction; “Co-Locator” means a third party who obtained a sublicense or sublease from Lessee to install at the Premises. “Global Signal Entity” means a parent, subsidiary, or affiliate of GSA III or any party controlling, controlled by or under common control with GSA III, or any party that acquires substantially all of the assets of GSA III; GSA III means Global Signal Acquisitions III LLC; “Sprint Entity” means any parent, subsidiary, or affiliate of Lessee or any party controlling, controlled by or under common control with Lessee, or any party that acquires substantially all of the assets of Lessee; and “Sprint-Global Signal Lease and/or Leaseback Transaction” means any lease, sublease or license between Lessee, any Sprint Entity, GSA III or any Global Signal Entity.

18. Nondisturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.

(a) So long as Lessee is not in default under this Lease Agreement, Lessee shall be entitled to quiet enjoyment of the Premises during the term of this Lease Agreement or any Renewal Term, and Lessee shall not be disturbed in its occupancy and use of the Premises.

(b) This Lease Agreement shall be subordinate to each and every deed of trust, mortgage or other security instrument recorded as of the date of this Agreement which affects Lessor’s Real Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. In confirmation of such subordination, Lessee shall execute and deliver promptly any certificate of subordination that Lessor may request, provided that such certificate acknowledges that this Lease Agreement remains in full force and effect, is signed by Lessor’s mortgagee or lender, and recognizes Lessee’s right to nondisturbance and quiet enjoyment of the Premises so long as Lessee is not in default under this Lease Agreement. If any mortgagee or lender succeeds to Lessor’s interest in Lessor’s Real Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Lessee shall attorn to and recognize such successor as Lessor under this Lease Agreement provided such mortgagee or lender has signed a nondisturbance agreement as outlined herein.

(c) At any time upon not less than ten (10) days’ prior written notice by Lessor, Lessee shall execute, acknowledge and deliver to Lessor or any other party specified by Lessor a
statement in writing certifying that this Lease Agreement is in full force and effect and the status of any continuing defaults under this Lease Agreement.

19. **Indemnifications.**

(a) **Lessee’s Indemnity.** Lessee hereby agrees to indemnify and hold Lessor and Lessor’s officers, directors, partners, shareholders, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney’s fees and costs) and injuries (including personal injuries or death) arising from or in connection with Lessee’s use, operation, maintenance or repair of Lessee’s Facilities at the Premises or access over Lessor’s Real Property or Lessee’s shared use of Lessor’s easements for access to the Premises, except those resulting from the gross negligence or willful misconduct of Lessor or Lessor’s officers, directors, partners, shareholders, employees, agents, contractors or subcontractors. Lessee shall also indemnify and hold harmless Lessor from any third-party claims related to harmful effects from electromagnetic fields (EMF’s) and radio frequency (RF) emitted from Lessee’s facilities, regardless of Lessee’s legal compliance with applicable laws and regulations.

(b) **Lessor’s Indemnity.** Lessor hereby agrees to indemnify and hold Lessee and Lessee’s officers, directors, partners, shareholders, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney’s fees and costs) and injuries (including personal injuries or death) arising from or in connection with Lessor’s use, operation, maintenance or repair of improvements on Lessor’s Real Property (including improvements constructed on Lessor’s Real Property) or Lessor’s shared use of easements for access to Lessor’s Real Property, except those resulting from the gross negligence or willful misconduct of Lessee or Lessee’s officers, directors, partners, shareholders, employees, agents, contractors or subcontractors.

(c) **Survival of Indemnity Provisions.** The indemnity provisions of this section shall survive the expiration, cancellation or expiration of this Lease Agreement.

20. **Environmental Issues; Historic Preservation; Hazardous Materials.** Lessor represents that Lessor’s Real Property is not subject to any environmental conditions, adverse impacts, or mitigation monitoring programs resulting from any prior environmental assessments conducted under the National Environmental Policy Act (NEPA) or the California Environmental Quality Act (CEQA) which could reasonably forbid, interfere with, or complicate Lessee’s proposed use of the Premises. Further, Lessor represents that Lessor’s Real Property has not been listed or been determined to be eligible for listing on the National Register of Historic Places, has not been identified or determined to be an historical landmark or located within an historic district or preservation district under applicable federal, state or local laws or regulations, and has not been identified as an archeological site nor as a location of any archeological artifacts or other similar resources by any prior survey or study. Lessee shall handle any hazardous materials it brings onto the Premises in accordance with all applicable federal, state and local laws and regulations and shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys’ fees, and consultants’ and experts’ fees) from the release of any Hazardous Materials on the Premises if caused by Lessee or persons acting under Lessee. Lessor shall handle any hazardous materials it brings onto the Premises in accordance with all applicable federal, state and local laws and regulations and shall not (either with or without negligence) cause or permit the escape, disposal or
release of any Hazardous Materials on or from Lessor’s Real Property or the Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys’ fees, and consultants’ and experts’ fees) from the presence or release of any Hazardous Materials on Lessor’s Real Property or the Premises unless caused by Lessee or persons acting under Lessee. For purposes of this Agreement, “Hazardous Materials” shall mean asbestos or any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated under any federal, state or local law, regulation or ordinance including, but not limited to Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. and regulations promulgated pursuant thereto and the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. and regulations promulgated pursuant thereto.

21. **Notices and Deliveries.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight delivery service to the address of the respective parties set forth below:

Lessor: City Clerk  
City of Saratoga  
13777 Fruitvale Avenue  
Saratoga, CA  95070  
Telephone: (408) 868-1269  
Facsimile: (408) 867-8559  
Federal Taxpayer ID Number: 94-6030039

Lessor's Payee: **Finance Department**  
City of Saratoga  
13777 Fruitvale Avenue  
Saratoga, CA  95070

Lessee: STC Five, LLC  
C/o Crown Castle, International  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317  
Attn: Legal Department  
Telephone: (724) 416-2000  
Facsimile: (724) 416-2200

Lessor or Lessee may from time to time designate any other address for notices or deliveries by written notice to the other party.

22. **Attorneys Fees; Litigation Costs.** If any action at law or in equity is brought to recover any Rent or other sums under this Lease Agreement, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Lease Agreement, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to reasonable attorney’s fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is
substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

23. **Miscellaneous.**

(a) **Severability.** If any provision of the Lease Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, and each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease Agreement have full power and authority, to execute and deliver this Lease Agreement, and that this Lease Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms. This Lease Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) **Waivers.** No provision of this Lease Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Lease Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease Agreement.

(d) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of California.

(e) **Survival.** Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive.

(f) **Memorandum of Lease.** Lessor acknowledges that a Memorandum of Agreement substantially in the form annexed hereto as Exhibit C will be recorded by Lessee in the Official Records of the County where the Property is located.

(g) **Entire Agreement; Amendments.** This Lease Agreement constitutes the entire agreement and understanding between the parties regarding Lessee’s lease of the Premises and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease Agreement must be in writing and executed by authorized representatives of both parties.

(h) **No Presumptions Regarding Preparation of Lease Agreement.** The parties acknowledge and agree that each of the parties have been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly it is the intention and agreement of the parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease Agreement.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the dates set forth below and acknowledge that this Lease Agreement is effective as of the date first above written.

LESSOR:
City of Saratoga, a Municipal corporation

By: _______________________________
   (Signature)

Print Name: Dave Anderson
Title: City Manager
Date: _______________________________

LESSEE:
STC Five LLC, a Delaware limited liability company, by Global Signal Acquisitions III LLC, a Delaware limited liability company, its Attorney in Fact

By: _______________________________
   (Signature)

Print Name: _______________________________
Title: _______________________________
Date: _______________________________
EXHIBIT A

DESCRIPTION OF LESSOR’S REAL PROPERTY

Exhibit A to the Lease Agreement dated November 7, 2007, by and between the City of Saratoga, a Municipal corporation, as Lessor, and STC Five LLC, a Delaware limited liability company, by Global Signal Acquisitions III LLC, a Delaware limited liability company, its Attorney in Fact, as Lessee.

Lessor’s Property of which Premises are a part is described as follows:

Parcel One:
Beginning at a point in the centerline of a road 24 feet in width, said point being the Northwest corner of Lot 3 as shown on that certain map entitled “Map of the Partition of Lands of the John Cox Estate in the Quito Rancho” surveyed January 1917, by Chas. Herrmann, and recorded in the Office of the County Recorder of Santa Clara County, California in Book “Q” of Maps, at page 13; thence from said point running South 85 degrees, 26 minutes 0 seconds East 580.71 feet to the true point of beginning.

Then from said true point of beginning, South 45 degrees, 10 minutes, 0 seconds East 580.67 feet along the southwesterly line of the lands conveyed to the State of California by deed recorded November 23, 1964 in book 6750, page 80 of Official Records; thence continuing along said southwesterly line, the following courses and distances: South 40 degrees, 06 minutes, 18 seconds East 246.57 feet; thence South 37 degrees, 04 minutes, 43 seconds East 93.19 feet; thence South 40 degrees, 46 minutes, 11 seconds East 43.65 feet; thence leaving said southwesterly line of lands conveyed to the State of California and running south 58 degrees, 18 minutes, 0 seconds West 61.21 feet; thence running North 59 degrees, 17 minutes, 53 seconds West 747.02 feet; thence north 30 degrees, 42 minutes, 07 seconds East 268.24 feet; thence North 45 degrees, 10 minutes, 0 seconds East 181.51 feet; thence running South 85 degrees, 26 minutes, 0 seconds East 30.94 feet to the true point of beginning.

Parcel Two:
Beginning at a point in the centerline of a road 24 feet in width, said point being the Northwest corner of Lot 3 as shown on that certain map entitled “Map of the Partition of Lands of the John Cox Estate in the Quito Rancho” surveyed January 1917 by Chas. Herrman, and recorded in the Office of the County Recorder of Santa Clara County, California in Book “Q” of Maps, at Page 13;

Thence South 45°10’00” East 181.51 feet;
Thence South 30°42’07” West 260.24 feet;
Thence North 59°17’53” West 627.82 feet to a point of the centerline of the previously described 24 foot wide road;

Thence running along the centerline of said 24 foot wide road North 00°01’16” East 81.84 feet, to the Point of Beginning.

APN-389-02-001
EXHIBIT B

DESCRIPTION OF PREMISES AND UTILITIES AND ACCESS EASEMENTS
(To be updated upon receipt of Survey)

Exhibit B to the Lease Agreement dated November 7, 2007, by and between the City of Saratoga, a Municipal corporation, as Lessor, and STC Five LLC, a Delaware limited liability company, by Global Signal Acquisitions III LLC, a Delaware limited liability company, its Attorney in Fact, as Lessee.

The Premises consist of those specific areas described/shown below or attached where Lessee’s communications antennae, equipment and cables, and associated utility connections and access, including easements for ingress and egress, occupy Lessor’s Real Property.

(A final drawing or copy of a property survey or site plan depicting the above shall replace this Exhibit B when initialed by Lessor or Lessor’s designated agent and may be modified from time to time when initialed by both Lessor and Lessee.)
EXHIBIT C
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this _____ day of _________ 2007, by and between the City of Saratoga, with an office at 13777 Fruitvale Avenue, Saratoga, CA 95070 (hereinafter referred to as "Lessor"), and STC Five LLC, a Delaware limited liability company, by Global Signal Acquisitions III LLC, a Delaware limited liability company, its Attorney in Fact, with an office at c/o Crown Castle, International, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, Attention Legal Department (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ["Agreement"] on the 7th day of November 2007, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of the Agreement is for ten (10) years commencing on November 7, 2007 with one five (5) year renewal term.

3. The Land which is the subject of the Agreement is described in Exhibit A attached hereto.

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

LESSOR:       LESSEE:
City of Saratoga, a Municipal corporation, STC Five LLC, a Delaware limited liability company, by Global Signal Acquisitions III LLC, a Delaware limited liability company, its Attorney in Fact

By: ________________________________ By: ________________________________
Name: Dave Anderson Name: ________________________________
Title: City Manager Title: ________________________________
Date: ________________________________ Date: ________________________________

By: ________________________________
Name: Richard Taylor
Title: City Attorney
Date: ________________________________

Page 13 of 14

Site No.: 3028167
Site Address: Congress Springs Park, Saratoga, CA 95070
STATE OF ________________________________
COUNTY OF ________________________________

On ________________________________, before me, ________________________________, Notary Public, personally appeared ________________________________, personally known to me (or 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.

______________________________
Notary Public

(SEAL)

STATE OF ________________________________
COUNTY OF ________________________________

On ________________________________, before me, ________________________________, Notary Public, personally appeared ________________________________, personally known to me (or 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.

______________________________
Notary Public

(SEAL)