



Crown Castle International
301 N. Cattlemen Road, Suite 200
Sarasota, FL 34232

Tel: 888 148.3481
Fax: 724 416.6186
www.crowncastle.com

December 3, 2008

SENT VIA ELECTRONIC MAIL

Mr. Pat McTopy
Chief Administrative Officer
St. John the Baptist Parish
1801 W. Airline Highway
La Place, LA 70068

RE: Crown Castle ~~Cell Tower~~ Business Unit #878718
Site Name and Location: "Public Works Yard"
1801 W. Airline Highway, La Place, LA

Dear Mr. McTopy,

Thank you again for this opportunity to work with you. I have attached a copy of the Lease Agreement for the above-described cell tower site along with other pertinent documents, as per your request.

As stated in our earlier conversation, Crown Castle USA has acquired the above-described cell tower site through its recent merger with Global Signal LLC. We are in the midst of auditing each of the approximately 11,000 towers sites that are now part of Crown Castle's portfolio. As a result of the audit, it has been determined that there are approximately fifteen years remaining in our agreement with St. John the Baptist Parish; too few years according to the needs of our potential long-term clients in the wireless communications industry.

There are wireless carriers in the process of site selection for wireless coverage in the area. The most decisive factor will be the amount of time they will be afforded at the given site, due to the cost and work involved to install their equipment. The carriers will not select a site where there is a risk that they will need to duplicate their efforts in less than 25 years; the minimum term of an agreement they look to sign on for with the tower company. Once a site has been selected, that particular carrier is then "off-the-market" for a very long time.

As our partner in a vital aspect of the cellular industry, we hope that you will allow us an amendment to improve the terms of our existing agreement in order to ensure the long-term success of the site. We ask that you allow us an additional five automatic renewal terms of five years each beginning September 30, 2024 and a new final lease expiration date of September 29, 2049.

As you see in paragraph 5 of the existing Lease, there is a statement that the Lessee shall not have the right to sublease any ground space. While the most important matter at hand is the extension of the Lease, demand for this site would likely increase if the potential subtenants knew that there would be space readily available, should it be needed to accommodate a cabinet or shelter for their ground equipment.

No
on sublease

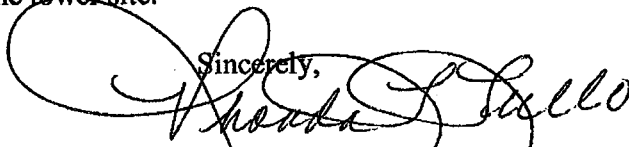
~~We ask that you consider allowing us an option for an additional 1,000 square feet of land (if available) adjacent to the existing leased area and a revision to the agreement that allows us to sublease the space for the purposes set forth in the agreement. As consideration, additional rent would be paid to St. John the Baptist Parish as the option is exercised (typical shelter area per subtenant is 200 to 300 sf) and memorialized through notice and an amendment.~~

TOS
LAW SE?

~~As consideration for the lease extension and option for sublease space, Crown Castle can pay you a one-time signing bonus of Ten Thousand Dollars (\$10,000.00) now and also an increase in rent equal to ten percent (10%) of the rent paid for the immediately preceding month, at the beginning of the extended term in 2024. The 10% increase in 2024 will be in addition to the renewal term increases equal to the change in the Consumer Price Index ("CPI") as stated in paragraph 3 and Exhibit C of the existing lease; and the CPI increases shall also continue throughout the extended terms. I have attached an example payment schedule for your review.~~

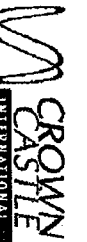
Our offer is based on parameters as currently set forth by Crown Castle USA, is non-binding, contingent upon financial approval and the satisfactory completion of due diligence by Crown Castle and may be withdrawn at any time. Upon your acceptance of our offer, I will send you a letter agreement for your review and execution. Thank you again for your consideration and please keep the lines of communication open as we work toward the success of the tower site.

Sincerely,



Rhonda L. Lullo
Land Acquisitions & Site Lease Specialist
Crown Castle USA
(941) 308-5221, phone direct
Rhonda.lullo@crowncastle.com

Real Estate: Rent Expense Calculator



Business Unit Number: 878718

Lease # _____ Calculation Date: _____

Site Name: Public Works Yard

Landlord # _____ Landlord Name: _____

Ground Rent Bill Code: **LAND**

Lease #	Lease Type	Begin Date	Original Rent (by Payment Freq)	Prorate?
1		9/1/2008	\$ 1,316.54	Yes
2				Yes
3				Yes
4				Yes
5				Yes
6				Yes
7				Yes

Escal Type	Escal Frequency	First Escal Date	Escal Min %	Escal Max %	Additional %	CPI Lag	Escal reduction	Flat Amount
1	FIXED %	60 month(s)	9/1/2009	15.55%				
2								
3								
4								
5								
6								
7								

Payment Frequency	Date	Rent Δ Reason	Current Index	Last Index	Escal %	Rent After Δ
Monthly	9/1/2008	New \$			-	\$ 1,316.54
	9/1/2009	Escal			15.550000%	\$ 1,521.26
	9/1/2014	Escal			15.550000%	\$ 1,757.82
	9/1/2019	Escal			15.550000%	\$ 2,031.16
	9/1/2024	Escal			15.550000%	\$ 2,347.00
	9/1/2024	Increase			10.000000%	\$ 2,581.70
	9/1/2029	Escal			15.550000%	\$ 2,983.16
	9/1/2034	Escal			15.550000%	\$ 3,447.04
	9/1/2039	Escal			15.550000%	\$ 3,983.06
	9/1/2044	Escal			15.550000%	\$ 4,602.42
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Monthly

* Additional revenue generated through extension of lease: **\$1,055,842.80**

(for the period of September 30, 2024 through September 29, 2049)

Ausing CPI historical average of 3.11% (annually)

* Additional revenue may be added for sublease of additional land, payable when exercised and at the same time and in the same manner as per the lease; at a rate equal to the then current rent being paid per square foot.

Recording requested by
and when recorded
return to:

Global Signal Inc.
301 North Cattleman Road
Suite 300
Sarasota, FL 34232
Attn: General Counsel

AGREEMENT REGARDING GROUND LEASE

THIS AGREEMENT REGARDING GROUND LEASE (this "Agreement") is made as of 5/16, 2005, between the party identified as "Landlord" on the signature page hereof and SPRINT SPECTRUM REALTY COMPANY, L.P., a Delaware limited partnership ("Tenant").

RECITALS:

A. Landlord and Tenant are now parties to that certain PCS SITE AGREEMENT dated September 30, 1999, a copy of which is annexed hereto as Exhibit A (the "Lease"), covering certain real property more particularly described on Exhibit A attached hereto (the "Property");

B. Pursuant to an agreement dated February 14, 2005 by and among Tenant, certain subsidiaries of Tenant and Global Signal, Inc., the Lease and the property related thereto (the "Premises") will be assigned to an affiliate of Tenant ("Tenant Affiliate"); and, after such assignment, the references to Tenant herein shall apply to Tenant Affiliate;

C. Pursuant to a sublease (the "Sublease"), Tenant Affiliate will sublease its entire interest in the Lease to an affiliate of Global Signal ("Subtenant") in exchange for certain prepaid consideration and Subtenant will then leaseback to Tenant (and/or one or more of its affiliates) the portion of the leased premises on which Tenant's telecommunications equipment is currently located in exchange for certain ongoing payments (collectively, the "Lease and Lease Back Transactions");

D. Certain lenders (each, together with their successors and assigns, a "Lender") may make a loan to Subtenant or certain of its affiliates secured by a mortgage or other security instrument encumbering Subtenant's interest in the Sublease; and

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Consent. To the extent any such consent is required by the Lease, Landlord hereby consents (a) to the acquisition by Tenant Affiliate (or any affiliate thereof), directly or indirectly, of Tenant's interest in the Lease, (b) to the Sublease (and the recording of a memorandum of the Sublease) and (c) to the Lease and Lease Back Transaction.

2. Estoppel Certificate. Landlord certifies that (and Lender may rely on such representations) the following statements are true as of the date hereof:

(a) Tenant is the current tenant under the Lease (a full copy of which, including all amendments thereto, is annexed as Exhibit A), and the Lease is in full force and effect and contains the entire agreement between Landlord and Tenant with respect to the Property. Landlord is either the owner of the fee simple interest in the Property or the holder of a valid leasehold interest in the property and the person or entity signing on behalf of Landlord is authorized to do so and no other person or entity's signature is required to bind Landlord.

(b) No default exists under the Lease on the part of Tenant, and, to Landlord'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 Lease.

(c) No payments to Landlord are required under the Lease for the Lease and Lease Back Transactions or otherwise in connection with the above consents.

3. Agreement with Respect to the Lease and Sublease. Landlord hereby agrees with respect to the Lease as follows:

(a) Lender and Subtenant shall have all of the rights of Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, and shall have the right to assign the Sublease without Landlord's further consent.

(b) Landlord shall deliver to any Lender and Subtenant (in each case at such address as shall be designated in writing to Landlord) a copy of any default notice given by Landlord to Tenant under the Lease. No default notice from Landlord to Tenant shall be deemed effective as against any Lender or Subtenant unless received by such Lender or Subtenant.

(c) If Tenant defaults on any monetary obligations under the Lease, Landlord shall accept a cure thereof by any Lender or Subtenant within thirty (30) days after delivery of notice of such defaults. For non-monetary defaults, Landlord shall not terminate the Lease for so long as a Lender or Subtenant is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Property, then Landlord agrees to give the Lender or Subtenant a reasonable time to obtain possession of the Property and to cure such default.

(d) Landlord acknowledges none of Tenant or Tenant Affiliate may terminate, surrender or cancel the Lease except as provided in the Lease and may not amend the Lease in a manner that materially increases the liability or obligations of Tenant or Tenant Affiliate or decreases the rights of Tenant or Tenant Affiliate without the prior written consent of Lender.

(e) If the Lease is terminated by Landlord for any reason, or otherwise rejected in bankruptcy, Landlord will enter into a new lease with either Lender or Subtenant on the same terms as the Lease, provided that all past due amounts under the Lease are paid to Landlord within 30 days of notice to Lender and Subtenant of such termination.

4. Memorandum of Lease. To the extent the Lease or a memorandum thereof has not previously been recorded, this Agreement shall constitute a "memorandum of lease" under applicable State law and may be recorded in the applicable public records, the provisions of the Lease (with certain financial terms redacted therefrom) being as set forth on Exhibit A annexed hereto and made a part hereof.

5. Notices. All notices sent to any Lender or Subtenant shall be in writing and sent by United States mail postage prepaid or other reputable courier service at the following address: c/o Global Signal Inc., 301 North Cattleman Road, Suite 300, Sarasota, FL 34232, Attn: General Counsel; or to such other address as Lender or Subtenant shall have notified Landlord in writing.

6. Miscellaneous.

(a) If this Agreement is inconsistent with the Lease, this Agreement shall control.


(b) This Agreement shall be binding upon Landlord and its successors and shall benefit each of Lender and Subtenant and their respective successors and assigns.

(c) This Agreement may not be amended or modified except by a written agreement executed by Landlord, any Lender and Subtenant. This Agreement may be executed in any number of separate counterparts and all signatures need not be on the same counterpart.

[SIGNATURE PAGES FOLLOW]

TENANT

IN WITNESS WHEREOF, the undersigned, pursuant to proper authority, has duly executed, acknowledged and delivered this instrument as its true act and deed.

	<p>SPRINT SPECTRUM REALTY COMPANY, L.P., a Delaware limited partnership, successor by assignment to Sprint Spectrum L.P.</p> <p>By:  Name: Monica E. Rademacher Title: Lease Specialist II, EPS - T&PS</p>
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LANDLORD

IN WITNESS WHEREOF, the undersigned, pursuant to proper authority, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

	<p>ST. JOHN THE BAPTIST PARISH</p> <p>By: <u>Nickie Monies</u> Name: <u>Nickie Monies</u> Title: <u>Parish President</u></p>
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EXHIBIT A

Lease and Legal Description

(see attached)

PCS SITE AGREEMENT

April 99

Site Name: Parish Yard

Site I.D.: NL13XC509

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

(Check appropriate box(es))

Land consisting of approximately 1,000 square feet upon which SSLP will construct its equipment base station and antenna structure;

Building interior space consisting of approximately _____ square feet;

Building exterior space for attachment of antennas;

Building exterior space for placement of base station equipment;

Tower antenna space between the _____ foot and _____ foot level on the Tower;

Space required for cable runs to connect PCS equipment and antennas.

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SSLP, source of electric and telephone facilities. The Site will be used by SSLP for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna structure. SSLP will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SSLP will have access to the Site 24 hours per day, 7 days per week.

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

3. **Rent.** Until the date which is 60 days after the issuance of a building permit, rent will be a one-time aggregate payment of \$100.00, the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of \$1000.00 (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 according to the Consumer Product Index as stated in Exhibit C.

4. **Title and Quiet Possession.** Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SSLP is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SSLP is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment. Owner hereby waives any and all lien rights it may have, whether statutory or otherwise, in and to any portion of the PCS facility, including all component parts thereof, and whether or not any portion of the PCS facility is deemed to be immovable or real property under applicable laws.

5. **Assignment/Subletting.** Tenant shall have the right to sublease or assign its rights under this Agreement without notice to or consent of Owner, except that Tenant shall not have the right to sublease any ground space.

6. **Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to SSLP are to be sent to: Sprint PCS, 1341 W. Mockingbird Lane, Suite 600E, Dallas, Texas, 75247, with a copy to Sprint Spectrum L.P., 4900 Main, Kansas City, MO 64112. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. **Improvements.** SSLP may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SSLP with respect to obtaining any required zoning approvals for the

Site and such improvements. Upon termination or expiration of this Agreement, SSLP may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

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

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

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

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

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

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

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

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

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

17. Insurance. SSLP will procure and maintain commercial general liability insurance and other insurance in accordance with Exhibit E. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

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

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

20. Owner's Antennas. SSLP agrees that Owner at times subsequent to the execution of this Agreement shall be allowed the opportunity, at no cost to Owner, to install on the tower proposed by this Agreement its own antenna equipment and related materials, but only if such installations are technologically feasible. Technological feasibility will be determined by SSLP by conducting an intermodulation study and based upon whether the antennas and/or other equipment proposed to be installed by Owner will place a structural load on the tower such that the structural capacity prescribed by the building and other safety codes of the Parish of St. John is exceeded. Should the results of the examination by SSLP of the technological feasibility of the installation of Owner's antenna equipment and/or related materials show that such installation poses, as determined by SSLP in its sole judgment and discretion, potential intermodulation problems or interference with SSLP's equipment and/or loads on the tower which exceed the structural capacity of the tower as prescribed by the building and other safety codes of the Parish of St. John, SSLP may reject without recourse by Owner the request of Owner for such placement of antenna equipment and related materials.

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

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, A-1, B, C, D and E.

OWNER: St. John the Baptist Parish

By: Russell J. Lator

Its: Parish President

S.S./Tax

No.: 72-6001235

Address: 1801 West Airline Highway

LaPlace, Louisiana 70068

See Exhibit A1 for continuation of Owner signatures

Date: 9/28/99

Sprint Spectrum L.P.

a Delaware limited partnership

By: Beth M. Hays

Its: Director, Site Development

Date: 9/30/99

Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

EXHIBIT A

April 99

Site Name Parish Yard

PCS Site Agreement

Site I.D. NL13XC509

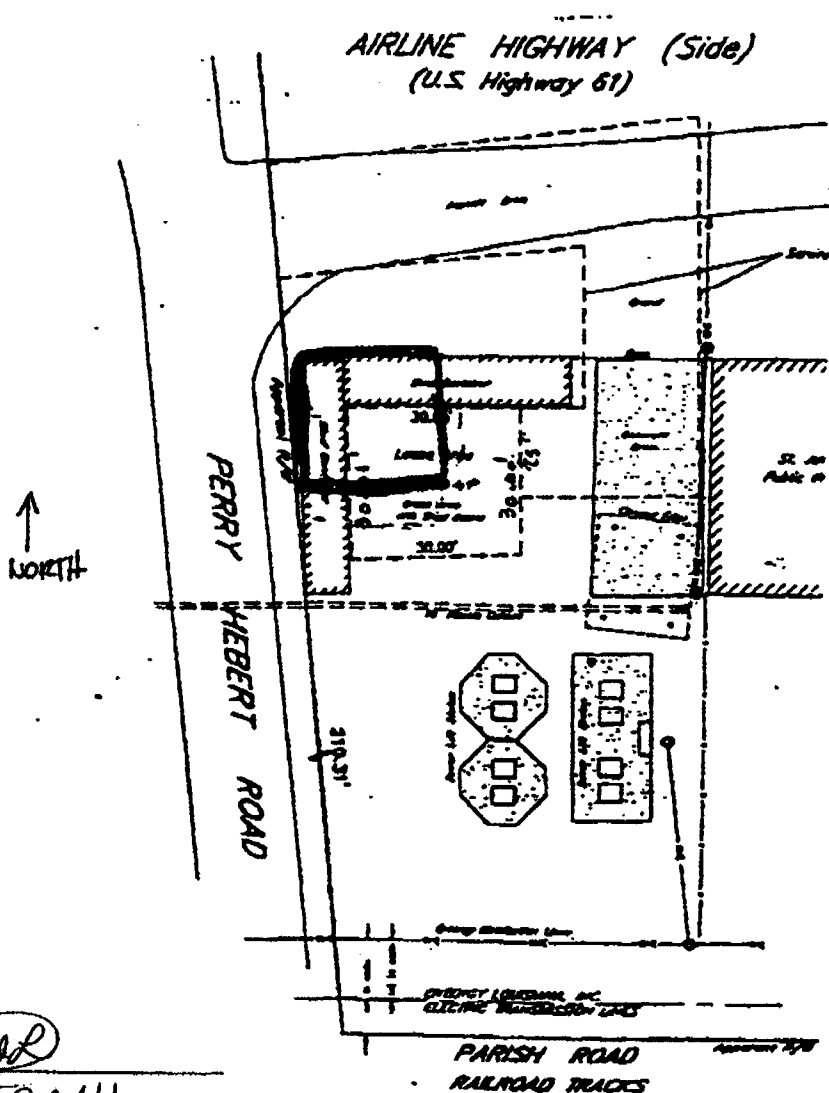
Site Description

Site situated in the City of LaPlace, Parish of St. John the Baptist, State Louisiana, commonly described as follows:

Legal Description:

See Exhibit A-1

Sketch of Site:



Owner Initials

[Handwritten initials]

SSLP Initials

[Handwritten 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.]

EXHIBIT A-1

April 99

Site Name Parish Yard

PCS Site Agreement

Site I. D. NL13XC509

Legal Description

ONE CERTAIN TRACT OF LAND, together with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being a portion of the Laplace Plantation, in Section 21, Township 11 South, Range 7 East, and according to print of survey by J. J. Krebs & Sons, dated April 4, 1967, redated April 15, 1967, said tract of land is described as follows:

Beginning 400 feet from the intersection of the South line of the Airline Highway and the West line of Section 21, measuring thence South $76^{\circ} 58' 13''$ East along the South line of Airline Highway a distance of 300 feet; thence South $4^{\circ} 56' 17''$ West a distance of 668.35 feet; Thence South $88^{\circ} 25' 17''$ West a distance of 298.94 feet; thence North $4^{\circ} 56' 17''$ East a distance of 744.51 feet to the point of beginning, containing 4.82 acres; bounded North by the Airline Highway, South by the right of way of the Louisiana & Arkansas Railroad and East and West by the remainder of Laplace Plantation.

April 99

Site Name Parish Yard

PCS Site Agreement

Site I. D. NL13XC509

Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated _____ 1999, between ST. John the Baptist Parish ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP").

Such Agreement provides in part that Owner leases to SSLP a certain site ("Site") located at 1801 West Airline Highway, City of LaPlace, Parish of St. John the Baptist, State of Louisiana, within the 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.

"OWNER"

"SSLP"

St John the Baptist Parish

Sprint Spectrum L.P.

By: *Ronald J. LaPlante*

By: *Beth M. Hazen*

Name: _____

Name: Beth Marsie - Hazen

Title: _____

Title: Director, Site Development

See Exhibit B1 for continuation of Owner signatures

Address: 1341 W. Mockingbird Lane, #600E
Dallas, TX 75247

Address: 1801 West Airline Highway
LaPlace, Louisiana 70068

Attach Exhibit A - Site Description

EXHIBIT A

April 99

Site Name Parish Yard

PCS Site Agreement

Site I. D. NL13XC599

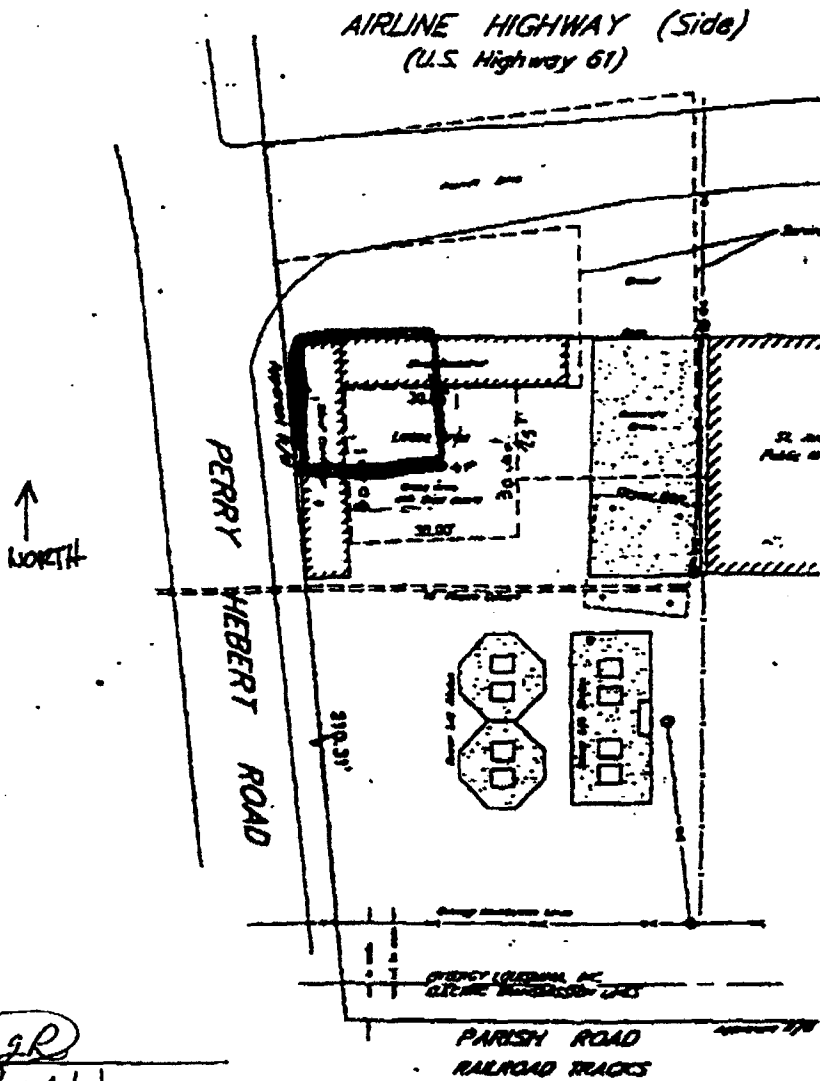
Site Description

Site situated in the City of LaPlace, Parish of St. John the Baptist, State Louisiana, commonly described as follows:

Legal Description:

See Exhibit A-1

Sketch of Site:



Owner Initials

agr

SSLP Initials

BMH

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.]

ONE CERTAIN TRACT OF LAND, together with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being a portion of the Laplace Plantation, in Section 21, Township 11 South, Range 7 East, and according to print of survey by J. J. Krebs & Sons, dated April 4, 1967, redated April 15, 1967, said tract of land is described as follows:

Beginning 400 feet from the intersection of the South line of the Airline Highway and the West line of Section 21, measuring thence South $76^{\circ} 58' 13''$ East along the South line of Airline Highway a distance of 300 feet; thence South $4^{\circ} 56' 17''$ West a distance of 668.35 feet; Thence South $88^{\circ} 25' 17''$ West a distance of 298.94 feet; thence North $4^{\circ} 56' 17''$ East a distance of 744.51 feet to the point of beginning, containing 4.82 acres; bounded North by the Airline Highway, South by the right of way of the Louisiana & Arkansas Railroad and East and West by the remainder of Laplace Plantation.

OWNER NOTARY BLOCK:

STATE OF Louisiana
COUNTY OF St. John

The foregoing instrument was acknowledged before me this 28th day of September 1999
 by Arnold J. Labatt by _____ as Parish President
of St. John Parish, a _____ corporation, on behalf of the corporation,
by _____ partner (or agent) on behalf of _____ a partnership.

(AFFIX NOTARIAL SEAL)

[Signature]
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Louisiana

My commission expires:

MARK S. SENTER
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: My commission is for life

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____
 by _____ by _____ as _____
of _____, a _____ corporation, on behalf of the corporation,
by _____ partner (or agent) on behalf of _____ a partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

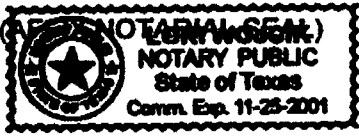
My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

SSLP NOTARY BLOCK:

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 30th day of September 1999 by Beth Maisie-Hazen, Director, Site Development of Sprint Spectrum L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of such corporation.



My commission expires: 11-25-2001

Lori Wojcik
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Texas

Lori Wojcik
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____

(AFFIX NOTARIAL SEAL)

My commission expires:

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

EXHIBIT A-1

April 98

Site Name Parish Yard

PCS Site Agreement

Site I. D. ML13XC100

Legal Description

ONE CERTAIN TRACT OF LAND, together with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being a portion of the Laplace Plantation, in Section 21, Township 11 South, Range 7 East, and according to print of survey by J. J. Krebs & Sons, dated April 4, 1967, redated April 15, 1967, said tract of land is described as follows:

Beginning 400 feet from the intersection of the South line of the Airline Highway and the West line of Section 21, measuring thence South $76^{\circ} 58' 13''$ East along the South line of Airline Highway a distance of 300 feet; thence South $4^{\circ} 56' 17''$ West a distance of 668.35 feet; Thence South $88^{\circ} 25' 17''$ West a distance of 298.94 feet; thence North $4^{\circ} 56' 17''$ East a distance of 744.51 feet to the point of beginning, containing 4.82 acres; bounded North by the Airline Highway, South by the right of way of the Louisiana & Arkansas Railroad and East and West by the remainder of Laplace Plantation.

EXHIBIT C

April 99

Site Name Parish Yard

PCS Site Agreement

Site I. D. NL13XC509

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 an amount equal to the 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

AR

SSLP Initials

BMH

EXHIBIT D

April 99

Site Name Parish Yard

PCS Site Agreement

Site I. D. NL13XC509

Relocation Right

A. Owner will have the one-time right to relocate the communications facility of SSLP, or any part thereof, to an alternate ground location on Owner's property and/or to space within and/or on top of a building situated on Owner's property (the "Building"); provided, however, that such relocation will (1) be at SSLP's sole cost and expense, (2) be performed exclusively by SSLP or its agents, (3) not result in any interruption of the communications service provided by SSLP on Owner's property, (4) not impair, or in any manner alter, the quality of communications service provided by SSLP on and from Owner's property, and (5) be done in accordance with the terms and conditions contained in paragraphs B. and C. below. Upon relocation of the communications facility of SSLP, the access and utility easement(s) of SSLP will be relocated as required, in the sole discretion of SSLP, to operate and maintain the communication facility of SSLP.

B. Owner will exercise its relocation right under Paragraph A., above, by (and only by) delivering written notice (the "notice") to SSLP. In the notice, Owner will propose an alternate site on Owner's property to which SSLP may relocate its communications facility. SSLP will have sixty (60) days from the date it receives the notice to evaluate Owner's proposed relocation site, during which period SSLP will have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If SSLP fails to approve of such proposed relocation site in writing within said sixty-day period, then SSLP will be deemed to have disapproved such proposed relocation site. If SSLP disapproves such relocation site, then Owner may thereafter propose another relocation site by notice to SSLP in the manner set forth above. Any relocation site which Owner and SSLP agree upon in writing is referred to hereinafter as the "Relocation Site". SSLP will have a period of ninety (90) days after execution of a written agreement between the parties concerning the location and dimensions of the Relocation Site to relocate (at Owner's expense) its communications facility to the Relocation Site.

C. Upon relocation of the communications facility of SSLP, or any part thereof, to the Relocation Site, all references to the Site in the Agreement will be deemed to be references to the Relocation Site. Owner and SSLP hereby agree that the Relocation Site (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of SSLP, and such survey will then replace Exhibit A and become a part hereof and will control or describe the Site. Except as expressly provided in this Exhibit, Owner and SSLP hereby agree that in no event will the relocation of the communications facility of SSLP, or any part thereof, under Paragraph A., above, affect, alter, modify or otherwise change any of the terms and conditions of the foregoing Agreement.

Owner Initials

ajd

SSLP Initials

BMI

EXHIBIT E

April 99

Site Name Parish Yard

PCS Site Agreement

Site I. D. NL13XC509

Insurance Requirements

INSURANCE REQUIREMENTS

Contractor shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Contractor in connection with this agreement.
- B) Commercial General Liability, including:
 - 1) Contractual liability assumed by this agreement
 - 2) Owners and Contractor's Protective Liability (if Contractor is a General Contractor)
 - 3) Personal and advertising liability
 - 4) Completed operations
 - 5) Medical payments
- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the Contractor.
- D) The limits for "A" above shall be not less than:
 - 1) Employers liability limits of \$1,000,000/1,000,000/1,000,000
 - 2) Some contracts may require USL&H or maritime coverage. This should be checked out with Insurance Department/Legal Department
 - 3) Council shall be waived
 - 4) No excluded classes of personnel or employees shall be allowed on Council's premises.
- E) The limits for "B" above shall not be less than:
 - 1) \$1,000,000 each occurrence limit
 - 2) \$2,000,000 general aggregate limit other than products - completed operations
 - 3) \$1,000,000 personal and advertising injury limit
 - 4) \$1,000,000 products/completed operations aggregate limit
 - 5) \$50,000 fire damage limit
 - 6) \$5,000 medical expense limit (desirable but not mandatory)

- 7) \$1,000,000 CSL each occurrence ~~with no~~ annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.
 - 8) Council will be Named and Waived
 - 9) Some contracts may require Protection and Indemnity coverage. This should be checked out with Insurance Department/Legal Department
- F) The limits for "C" above shall not be less than:
- 1) \$1,000,000 CSL
 - 2) The Council shall be Named and Waived

CERTIFICATES

Prior to starting the work, the Contractor shall deliver to the Council certificates evidencing that the insurance required is in effect. Such certificates shall provide that the Insurer shall give the Owner thirty (30) days written notice of any material change in or cancellation of such insurance.



February 25, 2005

ST JOHN THE BAPTIST PARISH
1801 WEST AIRLINE HWY
LAPLACE, LA 70068

Re: Estoppel Certificate 3793-NL13XC509

Dear ST JOHN THE BAPTIST PARISH:

Sprint is excited to announce that it has recently entered into an agreement with Global Signal whereby Global Signal will sublease from Sprint its interest in the Lease with you and will manage the existing tower on Sprint's behalf. Accordingly, Global Signal will assume Sprint's obligations under the Lease.

In connection with this transaction, it is important that Landlord and Sprint make certain acknowledgments with respect to certain matters in the Lease by executing the estoppel certificate enclosed herewith. Sprint has approved the form of the enclosed estoppel.

Global Signal is one of the largest wireless communication tower owners in the United States based on the number of towers owned. We are confident that both you and Sprint will benefit from Global Signal's very substantial experience in operating and managing communications towers.

For your convenience, we have enclosed a pre-addressed and pre-paid Federal Express envelope. Please execute the enclosed estoppel and forward the same using the enclosed envelope or mail to: Global Signal Inc. (Project CL-EST), 301 North Cattlemen Road Suite 300, Sarasota, Florida 34232 within the next week.

Please call Global Signal if you need any assistance or have any questions regarding this matter. You can reach Global Signal's estoppel hotline by calling (888) 748-3482, extension 3590. Sprint has authorized Global Signal to act on its behalf in this regard.

Sprint thanks you in advance for your cooperation and prompt attention to this important matter and looks forward to continued good relations with you.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Don R. Mueller".

/Enclosures



Crown Castle International
2000 Corporate Drive
Canonsburg, PA 15317

Tel 866.444.8102 (toll free)
www.crowncastle.com

February 5, 2007

ST JOHN THE BAPTIST PARISH
1801 WEST AIRLINE HWY
LAPLACE, LA 70068

RE: Tower Site Agreement (Global Signal Agreement ID 4080771, GSL Site ID / Name: 115417 - PUBLIC WORKS YARD, Crown Castle Site # 878718)

Dear Landowner:

The purpose of this letter is to notify you that CCGS Holdings LLC ("Crown Castle"), a subsidiary of Crown Castle International Corp., has merged with Global Signal Inc. ("Global Signal") effective January 12, 2007. Crown Castle or its applicable subsidiaries are now responsible for the rights and obligations of Global Signal and its subsidiaries.

This transaction should have no affect upon your existing contractual relationship. Because a corporate merger is legally distinguished from an assignment or transfer, the Global Signal subsidiary with which you have a relationship remains unchanged. Over the next several months, Crown Castle will be incorporating any payments previously paid by Global Signal to you into our accounting systems. This transaction will not cause an interruption in your payments.

Crown Castle and its affiliates engineer, deploy, own and operate technologically advanced shared wireless infrastructure, including an extensive network of towers. Nearly every major wireless carrier is a tenant on sites that are owned or managed by Crown Castle or its affiliates. For additional information about Crown Castle, please visit our website at www.crowncastle.com.

Crown Castle has a land purchase and lease extension program which may be of interest to you. Crown Castle is in a unique position as it relates to your tower site and we are able to offer more for the privilege of using your land than anyone else. We would be pleased to discuss the benefits of participating in one of our programs. Regardless, before making any business decision about your tower lease, please consult with us first.

Below is the contact information for Crown Castle. Please always refer to the Crown Castle Site number so that we may serve you more effectively.

- For questions regarding this letter, your current agreement, any general payment inquiries, or Crown Castle's land purchase / lease extension program, please call our toll-free at **1-866-444-8102**.
- To report a tower-related issue or emergency, please contact our Network Operations Center toll-free at **1-800-788-7011**.
- For questions about property tax reimbursements, please contact our Tax department toll-free at **1-866-256-8895**.

Crown Castle looks forward to a long and mutually beneficial relationship with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Schrott', written over a horizontal line.

Mark Schrott
Vice President – Property Management

CCI Site Number: **878718**

FREQUENTLY ASKED QUESTIONS:

- 1. Question:** Will I need to enter into a new agreement with Crown Castle?
Answer: No. The Crown Castle merger with Global Signal does not impact the existing contractual relationship between you and the Global Signal entity or the tower site tenant as applicable.
- 2. Question:** Will Crown Castle reimburse me for legal fees if I choose to have this letter reviewed by an attorney?
Answer: Crown does not reimburse legal fees unless specifically provided for within your agreement.
- 3. Question:** Should I have been contacted to grant consent to assign my agreement to Crown Castle?
Answer: Because a corporate merger is legally distinguished from an assignment or transfer, the Global Signal subsidiary with which you have a relationship remains unchanged, although now a subsidiary of Crown Castle. Therefore, your consent to this transaction is not required.
- 4. Question:** What if I am in negotiations to amend my agreement, sell my property to Global Signal or sell a perpetual easement to Global Signal per its request?
Answer: Any current negotiations you are engaged in will most-likely continue with your established contact from Global Signal. Crown Castle intends to honor any agreements that were struck with Global Signal but not yet completed.
- 5. Question:** After this acquisition Crown Castle will be the largest US tower company, how will this affect the attention I get regarding my agreement?
Answer: Crown Castle strives to maintain a very positive relationship with its landowners. Our working relationship is mutually beneficial and everyone in the Crown Castle organization works hard every day to keep it that way. Crown Castle intends to continue this tradition with the Global Signal landowners. To this end, Crown Castle has staffed appropriately for additional work during the integration of these towers as well as the future operating needs.
- 6. Question:** Will all of the history of my agreement be transferred to Crown Castle?
Answer: Crown Castle will receive history and documents from Global Signal that should allow us to properly administer your agreement.
- 7. Question:** I have moved recently, how do I ensure that my payments are sent to the correct address?
Answer: In order to ensure that all payments are made to the correct party at the correct address, Crown Castle requires that changes to personal information be requested in writing. To request a change to an address or other personal information, please send a signed request to the following address:
Crown Castle USA
Attn: Real Estate Administration
2000 Corporate Drive
Canonsburg, PA 15317
- 8. Question:** I have transferred ownership of the property to another party, what steps do I take to convey this information to Crown Castle.
Answer: Crown Castle requires that changes to property ownership be submitted in writing and with the proper documentation. These documents are necessary to protect the interests of the landowners and Crown Castle. Crown Castle must have legal proof of ownership of the land on which its tower is located. Crown Castle is also required by the IRS to have a W-9 on file for all landowners for tax reporting purposes.

Necessary documentation will vary depending upon the nature of the change of ownership. Below are the documentation requirements:

Death: Death Certificate, W-9 of new landowner, contact information of new landowner
Divorce: Divorce Decree, W-9 of new landowner, contact information of new landowner
Sale: Deed, W-9 of new landowner, contact information of new landowner

Note that there may be other informational requirements depending upon unique circumstances. Questions can be submitted in writing to the Real Estate Administration group at the address stated in the answer to Question 7 above, or by calling the toll-free number **1-866-444-8102**.

FREQUENTLY ASKED QUESTIONS:

9. **Question:** I have misplaced my documentation. How can I get a copy?
Answer: If you are unable to obtain a current copy of your agreement from the local courthouse or local land records, Crown Castle can provide a copy from our records. Contact us using our toll free telephone number at **1-866-444-8102**.
10. **Question:** Who should I contact about missed or incorrect payments?
Answer: Crown Castle takes great pride in ensuring that our agreements are effectively administered and accurate payments are made on a timely basis. If you have a question about the accuracy or timeliness of a payment contact Crown Castle using our toll free number **1-866-444-8102**. Please note that requests will be prioritized as received.
11. **Question:** I have a question about the tower itself, who do I contact? How will my issue be resolved?
Answer: If you have any specific concerns with the physical state of the tower, compound, or access road, please contact our Network Operations Center at **1-800-788-7011**. Our operators will route your issue to a local tower operations manager and will work with you to resolve your issue.
12. **Question:** What is the land purchase / lease extension program referenced in the letter? How do I get more information?
Answer: We want to know that all our towers are here for the long term. To help us get there we designed programs and incentives to either convert your existing tower lease into an easement with a single lump-sum payment or extend the terms of your lease up to 100 years. These beneficial programs are designed with you in mind and available at any time. And remember, Crown Castle is able to offer more for the privilege of using your land than any anyone else. If you want to learn more about these options, you may visit us at www.crowncastle.com/landowners. If you would prefer to speak with someone to discuss your individual options, please call our toll-free number at **1-866-444-8102**.
13. **Question:** Will I continue to receive detailed statements with my payments?
Answer: Upon conversion into Crown Castle's accounting system, you will begin receiving the same statements that Crown Castle's existing landowners will receive.
14. **Question:** Are direct deposit payments available to me? If I currently receive direct deposit payments, will they continue?
Answer: Yes, Crown Castle does offer direct deposits for all of its payments. If you would like to enroll in this program, please contact **1-866-444-8102** to find out more. If you are already receiving direct deposit payments from Global Signal, you will continue to receive uninterrupted direct deposit payments just as you have been.
15. **Question:** I need an insurance certificate, who do I contact?
Answer: Some agreements require the tower company to provide insurance certificates to the landowner. Crown Castle complies with these terms as required. To request an insurance certificate, please contact our toll-free phone number at **1-866-444-8102**. Your request will be routed to our legal department who will work with you to provide the required documentation.
16. **Question:** I have had issues in the past receiving tax reimbursements, how can I be sure that Crown Castle is going to honor the tax related obligations of my agreement?
Answer: Crown Castle takes great pride in ensuring that our tax obligations are effectively administered and accurate payments are made on a timely basis. If you have a question about the accuracy of your tax reimbursement contact Crown Castle's Tax department using its toll free telephone number at **1-866-256-8895**. Please note that requests will be prioritized as received.
17. **Question:** If I have other questions, who do I contact?
Answer: Crown Castle has established a toll-free number that you can call if you have any additional questions about your current agreement. If you are unable to call during normal business hours, please call at your convenience and leave a message with your phone number, name, site number, and a time and/or date that would work best for us to call back. The toll-free number is **1-866-444-8102**.