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 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 LANDAMERICA COMMERCIAL SERVICE  
 101 GATEWAY CENTRE PARKWAY  
 RICHMOND VA 23235  
 BY: SEM, DEPUTY - MA 9 P.

116

**SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE AGREEMENT**

THIS SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE AGREEMENT (this "*Supplement*"), made as of the Conversion Closing Date (as defined below), by and among, STC FIVE LLC, a Delaware limited liability company ("*Lessor*"), GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("*Lessee*"), and SPRINT SPECTRUM L.P., a Delaware limited partnership ("*Sprint Collocator*").

WITNESSETH:

WHEREAS, reference is hereby made to that certain Master Lease and Sublease Agreement, dated May 26, 2005 (the "*Agreement*"), by and among Lessor, Lessee, and Global Parent (as defined in the Agreement);

WHEREAS, the parties desire that the terms and conditions of the Agreement shall govern the relationship of the parties under this Supplement; and

WHEREAS, Lessor is the owner of a leasehold estate or other interest in and to certain real property as more particularly described on Exhibit A attached hereto and incorporated herein by reference and improvements (including a telecommunications tower) located thereon (the "*Site*").

NOW, THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledge by the parties hereto, the parties hereby agree as follows:

1. *Agreement and Defined Terms.*

Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Agreement. The parties agree that the terms and conditions of the Agreement shall govern the relationship of the parties under this Supplement and the Agreement is incorporated herein by reference. In the event of a conflict or inconsistency between the

terms of the Agreement and this Supplement, the terms of the Agreement shall govern and control.

**2. Demise.**

Pursuant to and subject to the terms, conditions and reservations in the Agreement, Lessor hereby subleases or otherwise makes available to Lessee, and Lessee hereby subleases and accepts from Sublessor, the Leased Property of the Site. Such Leased Property consists of, among other things, the interest of Lessor in the Land related to the Site, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and the Tower located on the Land.

**3. Sprint Collocation Space.**

The Sprint Collocator has leased back from Lessee pursuant to the Agreement the Sprint Collocation Space on the Site as more particularly defined and described in the Agreement.

**4. Term.**

The Term of the lease and sublease as to the Leased Property of the Site pursuant to the Agreement and this Supplement shall commence on May 26, 2005 (the "**Conversion Closing Date**") and shall terminate or expire on the Site Expiration Date as determined in accordance with the Agreement, but in no event later than May 25, 2037 which is the Site Expiration Outside Date.

**5. Rent.**

Lessee shall pay to Lessor the Rent in accordance with Section 11 of the Agreement.

**6. Leaseback Charge.**

Each Sprint Collocator is obligated to pay to Lessee the Sprint Collocation Charge in accordance with Section 11 of the Agreement.

**7. Purchase Option.**

Lessee shall have an option to purchase the right, title and interest of Lessor in the Site in accordance with Section 36 of the Agreement.

**8. Notice.**

All notices hereunder shall be deemed validly given if given in accordance with the Agreement.

**9. *Governing Law.***

This Supplement shall be governed by and construed in accordance with the laws of the State of New York.

**10. *Modifications.***


This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date as defined above.

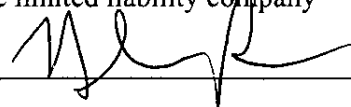
LESSOR:

STC FIVE LLC,  
a Delaware limited liability company

By:   
Name: John F. Buchert  
Title: Assistant Vice President

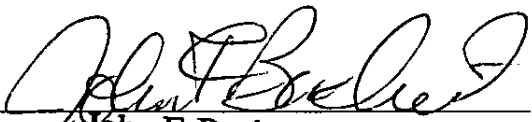
LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,  
a Delaware limited liability company

By:   
Name: Melissa J. Buda  
Title: Assistant General Counsel  
Real Estate

SPRINT COLLOCATOR:

SPRINT SPECTRUM L.P.,  
a Delaware limited partnership

By:   
Name: John F. Buchert  
Title: Assistant Secretary

LESSOR BLOCK

STATE OF New York )

COUNTY OF NEW YORK ) ss.

On 5 / 24 /2005, before me, the undersigned, personally appeared

John F. Buchert, 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.

If this instrument was executed in NY and affects real property outside NY, the following is the prescribed NY statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, OR if this instrument was executed in NY and affects real property in NY, the following is the prescribed NY statutory form of acknowledgment and supercedes the foregoing acknowledgment:

On 5 / 24 /2005, before me, the undersigned, a Notary Public in and for said State, personally appeared John F. Buchert, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Witness my hand and official seal.



Notary Public

My commission expires:

**JOHN LOVE**  
NOTARY PUBLIC, State of New York  
No. 01LO6113933  
Qualified in New York County  
Commission Expires August 9, 2008



LESSEE BLOCK

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of May, 2005 by Melissa Buda, member (or agent) on behalf of Global Signal Acquisitions II LLC, a limited liability company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Signature: \_\_\_\_\_



Name (printed, typed or stamped): \_\_\_\_\_

Mary Lou DiMaggio



Mary Lou DiMaggio  
MY COMMISSION # DD236359 EXPIRES  
July 30, 2007



**Schedule 1 (one)**

**Connection Number 10627798**

A lease by and between Towne Storage LLC, as lessor ("Lessor"), and Sprint Spectrum L.P., as lessee ("Lessee") as evidenced by a(n) Unrecorded PCS Site Agreement affecting land described in attached legal description.

[EXHIBIT A (LEGAL DESCRIPTION) CONTINUED ON NEXT PAGE]



## Exhibit A

Legal Description A Leasehold Estate, said lease area being a portion of the following described parent parcel:

All of Lot 2, Wasatch Plantation, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake County, Utah.

LESS AND EXCEPTING the following :BEGINNING at a point on the North line of Lot 2, WASATHC PLANTATION SUBDIVISION, said point being North 0° 07' 46" West 1320.17 feet along the section line and South 89° 51' 10" East 463.01 feet to and along the North line of said subdivision from the Southwest corner of Section 1, Township 2 south, range 2 West, Salt Lake Base and Meridian, and running thence South 89° 51' 10" East 824.07 feet to the Northeast corner of said lot 2 being on the West liner of 5400 West Street to the Southeast corner of said lot 2; thence North 89° 39' 23" West 723.60 feet along the South line of said Lot 2; thence North 0° 07' 46" West 601.81 feet to the point of BEGINNING.

Tax ID: 20-01-351-009

When recorded, return to:

GS Project  
LandAmerica CLS  
9011 Arboretum Parkway, Ste. 300  
Richmond, VA 23236  
Connection Number 10627798