

30
10

ENT 134699:2005 PG 1 of 10
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Nov 22 11:43 am FEE 30.00 BY SS
RECORDED FOR LAND AMERICA

E

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 June 21, 2005, 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 Conversion Closing Date.

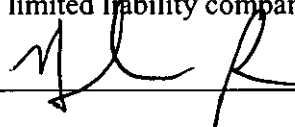
LESSOR:

STC FIVE LLC,
a Delaware limited liability company

By: 
Name: John E. Beaudoin
Title: Assistant Vice President

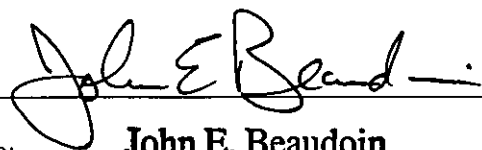
LESSEE:

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 E. Beaudoin
Title: Assistant Secretary

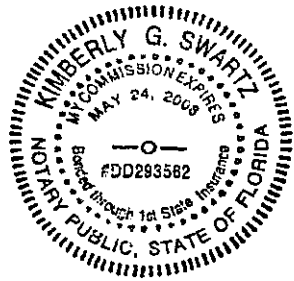
LESSEE BLOCK

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8th day of August, 2005 by Melissa J. Buda, member (or agent) ~~of~~ behalf of Global Signal Acquisitions II LLC, a limited liability company. He/she is ~~personally known to me~~ or has produced _____ as identification.

Signature: Kimberly G Swartz

Name (printed, typed or stamped): _____



LESSOR BLOCK

State of Kansas }

County of Johnson }

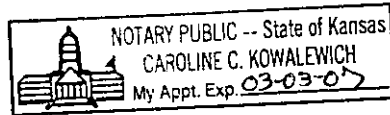
This instrument was acknowledged before me on July 28 2005,
by John E. Beaudoin as of STC FIVE LLC.

Assistant Vice President

Caroline C. Kowalewich
(signature of notarial officer)

(Seal, if any)

My appointment expires: _____



SPRINT COLLOCATOR BLOCK

State of Kansas }

County of Johnson }

This instrument was acknowledged before me on July 28 2005,
by JOHN BEAUDOIN as ASSISTANT of SPRINT SPECTRUM LP
SECRETARY

Caroline C Kowalewicz
(signature of notarial officer)

(Seal, if any)

My appointment expires: _____

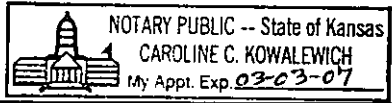


EXHIBIT A

Legal Description of Lessor's Leased Site

Located in the State of _____, County of _____, as described below.

Schedule 1 (one)

ENT 134699:2005 PG 9 of 10

Connection Number 10627813

A lease by and between Snarr Advertising, Inc., a Utah corporation, as lessor ("Lessor"), and , as lessee ("Lessee") as evidenced by a(n) recorded , in , affecting land described in attached legal description; Said leasehold interest was assigned to STC FIVE LLC by an unrecorded assignment.

[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:

Parcel 1: Commencing 1598.61 feet East along the Section line and 1670.41 feet North from the South one quarter corner of Section 12, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 1°04' East along a fence line 344.79 feet; thence South 55°36' East along the center line of a canal 301.75 feet; thence South 5°41' West 179.07 feet; thence North 89°03' West along a fence line 237.70 feet to the point of beginning.

Parcel 2: Commencing at a point on the South line of 1700 South Street which point is South 2437.87 feet and east 1155.82 feet from the Northwest corner of Section 18, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South 88°49' East 423.76 feet; thence South 1°11' West 220.05 feet; thence North 88°49' West 404.80 feet to a point on the North line of 350 East Street; thence along said line of said street as follows: along the arc of a 530 foot radius curve to the left 125.19 feet (chord bearing North 7°25' West 124.90 feet); thence North 14°11' West 73.83 feet; thence along the arc of a 20 foot radius curve to the right 36.78 feet (chord bearing North 38°30' East 31.81 feet) to the point of beginning.

Parcel 3: Commencing at a point on the North line of 350 East Street which point is South 2658.27 feet and East 1170.24 feet from the Northwest corner of Section 13, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South 88°49' East 404.80 feet; thence South 1°11' West 215 feet; thence North 88°49' West 405.39 feet; thence North 1°26' East 195.73 feet; thence along the arc of a 530 foot radius curve to the left 19.27 feet (chord bearing North 0°23' and 30" East 19.27 feet) to the point of beginning

Tax ID: 38-136-0001

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10627813