

E 2090819 B 3834 P 996-1004  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
07/22/2005 01:10 PM  
FEE \$27.00 Pgs: 9  
DEP RT REC'D FOR LAND AMERICA COMM  
ERCIAL SERVIC

11-061-0148  
NW-28-4N-1W

**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 date first set forth above.

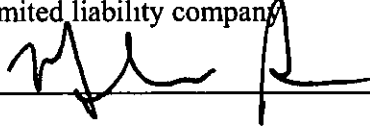
LESSOR:

STC FIVE LLC,  
a Delaware limited liability company

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

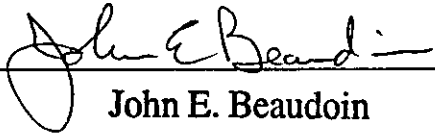
LESSEE:

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

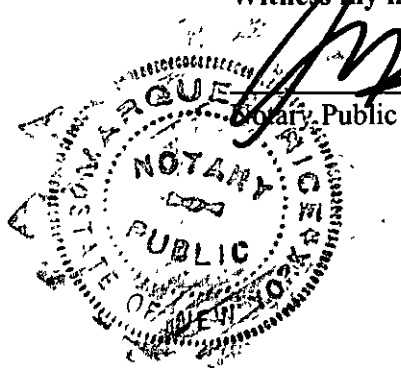
STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On 5/24 /2005, before me, the undersigned, personally appeared Melissa J. Buda, 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 Melissa J. Buda, 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.



[Signature]  
MARQUEA RICE  
Notary Public, State of New York  
No 01RI6032942  
Qualified in Queens County  
Commission Expires November 8, 2005

My commission expires:

LESSOR BLOCK

STATE OF New York )  
COUNTY OF New York ) ss.

On 5/23/2005, before me, the undersigned, personally appeared John E. Beaudoin, 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 5/23/2005, before me, the undersigned, a Notary Public in and for said State, personally appeared John E. Beaudoin, 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.

Wylene Y. Carter  
Notary Public  
My commission expires:

WYLENE Y CARTER  
Notary Public, State of New York  
No 4101CA4506780  
Qualified in New York County  
Term Expires 2-28-2006

SPRINT COLLOCATOR BLOCK

STATE OF New York )  
COUNTY OF New York ) ss.

On 5/23/2005, before me, the undersigned, personally appeared John E. Beaudoin, 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 5/23/2005, before me, the undersigned, a Notary Public in and for said State, personally appeared John E. Beaudoin, 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.

Wylene Y. Carter  
Notary Public  
My commission expires:

WYLENE Y. CARTER  
Notary Public, State of New York  
No 4101CA4506780  
Qualified in New York County  
Term Expires 2-28-2006

**Schedule 1 (one)**

**Connection Number 10627748**

A lease by and between J & K Properties, LLC, as lessor ("Lessor"), and Sprint Spectrum, L.P., as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 2/24/1997 in Book 2098, Page 136; Amended in Book 2852, Page 321, 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:

Beginning 16.51 chains South and 6.10 chains South 89 degrees 35' East and 5.27 chains South 14 feet West and South 14 feet West 5 feet and North 85 degrees 20' West 1476.9 feet from the Northeast corner of the Northwest Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 27 degrees 39' West 33.77 feet; thence South 64 degrees 21' West 114.50 feet more or less, to the Easterly line of a highway; thence North 27 degrees West 157.75 feet along said highway, thence Easterly 630 feet, more or less, to the Westerly line of property conveyed to State Road in 273-77; thence Southerly along said right of way 135 feet, more or less to the South line of tract; thence North 85 degrees 20' West 490 feet, more or less to beginning.

EXCEPTING THEREFROM: A part of the Northwest Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which bears South 1206.84 feet and West 1169.65 feet from the North Quarter corner of said Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 65 degrees 28' 44" West 62.90 feet to the Easterly line of a State Highway, thence North 25 degrees 23' 48" West 33.15 feet along said highway; thence South 86 degrees 55' 30" East 71.55 feet to the point of beginning.

Tax ID: 11-061-0148 ✓✓

When recorded, return to:

GS Project  
LandAmerica CLS  
9011 Arboretum Parkway, Ste. 300  
Richmond, VA 23236  
Connection Number 10627748