

20060201000050410 1/10 \$38.00  
Shelby Cnty Judge of Probate, AL  
02/01/2006 08:08:52AM FILED/CERT

## 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

Prepared By: Sidley Austin Brown & Wood, 10 S. Dearborn St., Chicago, IL 60601  
JAGER (AL) - (0372)(BI03XC123)(3016309)(10622641)

Handwritten signature/initials in the left margin.

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.***

CAB 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 January 20, 2007 (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.


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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 F. Buchert

Title: Assistant Vice President

LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,  
a Delaware limited liability company

By: 

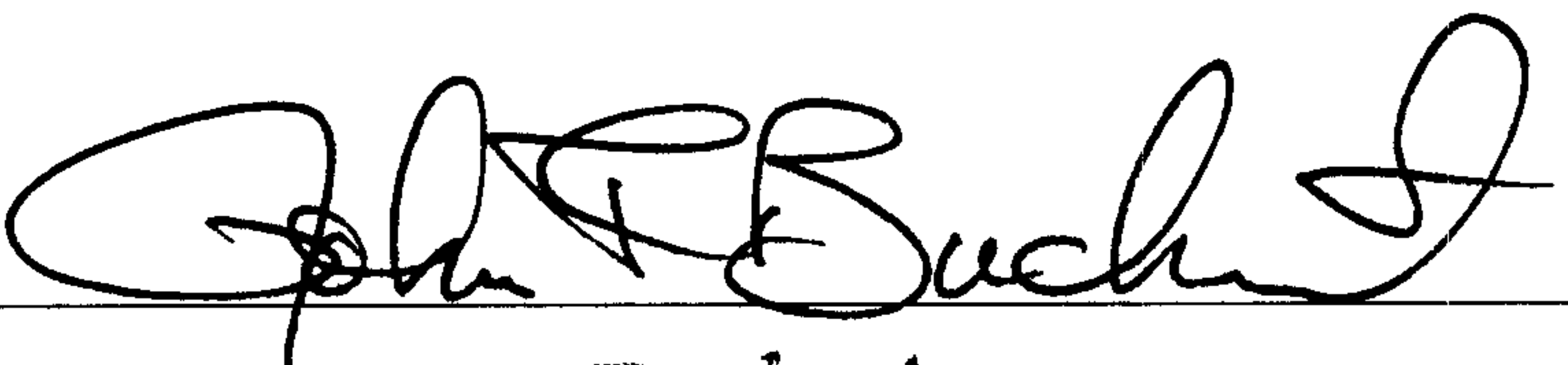
Name: Keith Drucker

Vice President

Title: Corporate Development

SPRINT COLLOCATOR:

SPRINT SPECTRUM L.P.,  
a Delaware limited partnership

By: 

Name: John F. Buchert

Title: Assistant Secretary



20060201000050410 5/10 \$38.00  
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LESSEE BLOCK

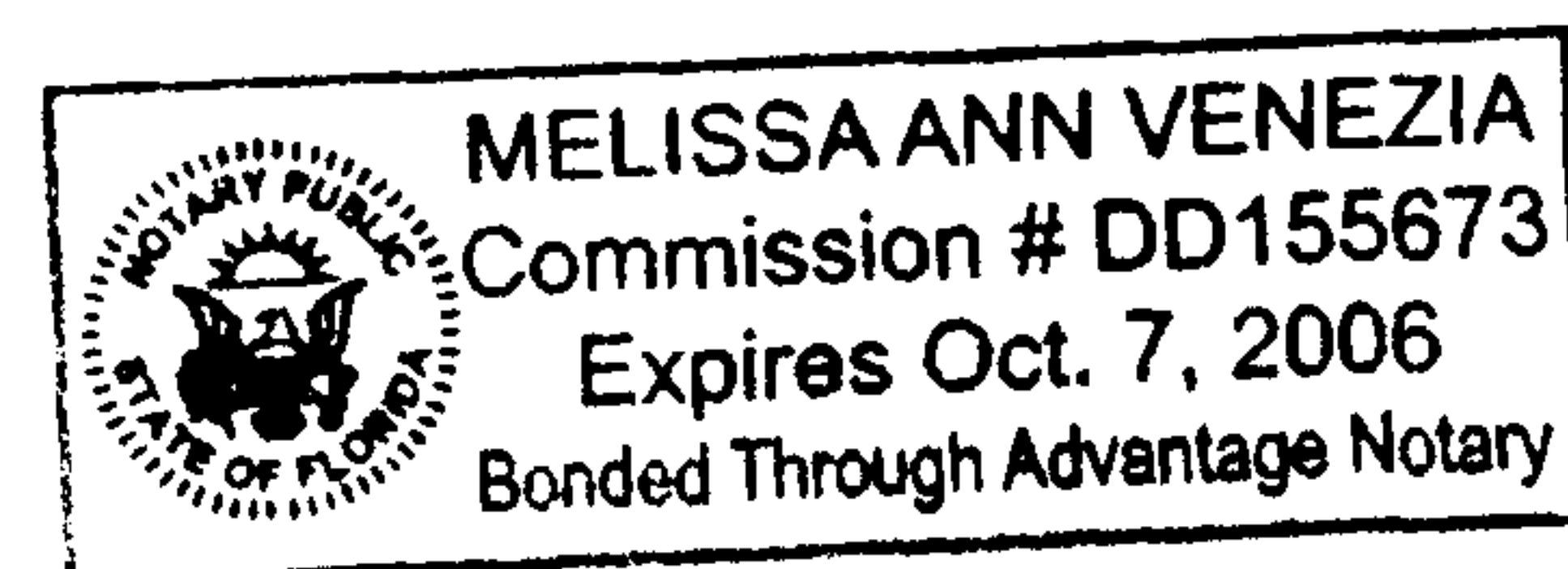
STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of January, 2006 by Keith Drucker, 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: Melissa Ann Venezia

Name (printed, typed or stamped): Melissa Ann Venezia



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LESSOR BLOCK

State of Kansas }

County of Johnson }

This instrument was acknowledged before me on December 29,  
2005 by John F. Buchert as Assistant Vice President STC Five LLC,  
a Delaware limited liability company

Brenda E. Bradshaw  
(signature of notarial officer)

(Seal, if any)

My appointment expires: 8-4-08







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SPRINT COLLOCATOR BLOCK

State of Kansas }

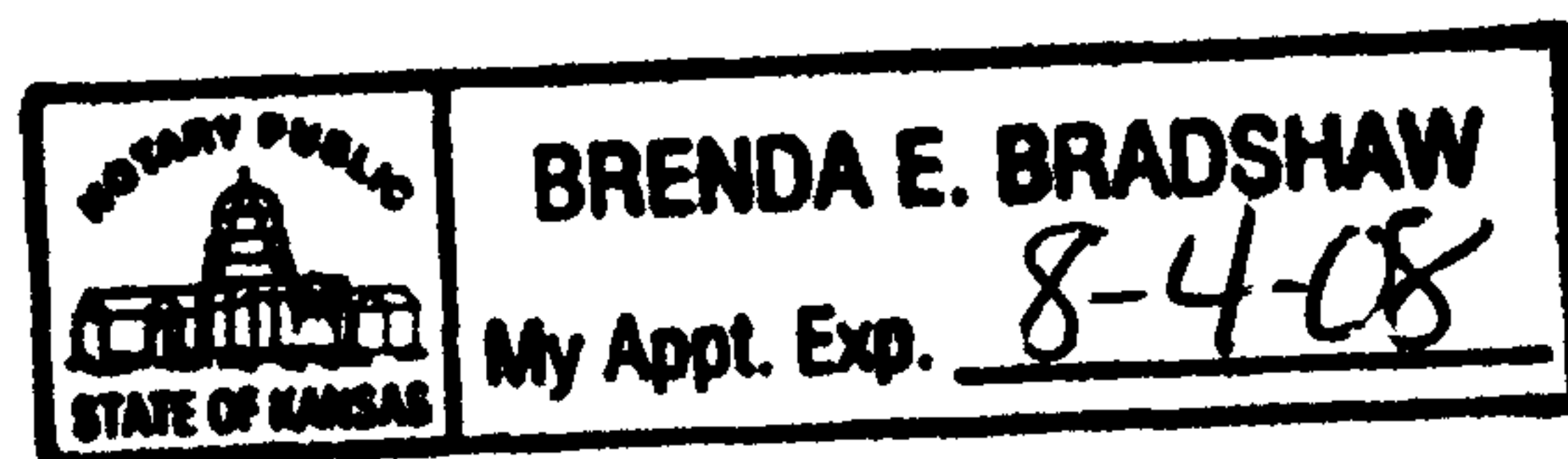
County of Johnson }


This instrument was acknowledged before me on December 29,  
2005 by John F. Buchert as Assistant Secretary SPRINT SPECTRUM L.P.,  
a Delaware limited partnership

Brenda E Bradshaw  
(signature of notarial officer)

(Seal, if any)

My appointment expires: 8-4-08



  
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**EXHIBIT A**

Legal Description of Lessor's Leased Site

Located in the State of \_\_\_\_\_, County of \_\_\_\_\_, as described  
below.





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### **Schedule 1 (one)**

**Connection Number 10622641**

A lease by and between Charles S. Jager, as lessor ("Lessor"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) PCS Site Agreement recorded 4/10/1997, in Instrument No. 1997-11175, 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

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

The land referred to herein is situated in the State of Alabama, County of Shelby County, Alabama said part being more particularly described as follows: From the intersection of the south line of the L&N Railroad right of way and the center line of Prairie Branch run east along said south line of the railroad right of way for 730.5 feet thence turn an angle to the right of  $86^{\circ}20'$  and run southeasterly for a distance of 299.73 feet thence turn an angle to the right of  $93^{\circ}31'$  and run westerly for 470 feet to the centerline of Prairie Branch for a point of beginning; thence turn an angle of  $180^{\circ}$  And run easterly for a distance of 470 feet thence turn an angle to the right of  $86^{\circ}29'$  and run southeasterly for a distance of 55.91 feet thence turn an angle to the left of  $75^{\circ}11'$  and run easterly for a distance of 250 feet thence turn an angle to the left of  $99^{\circ}72'$  and run northwesterly for a distance of 404 feet to a point on the south line of the L&N Railroad right of way which is 1010.5 feet east of the center of Prairie Branch; thence turn an angle to the right of  $88^{\circ}18'$  and run easterly along the south line of said railroad right of way for a distance of 370.5 feet thence turn an angle to the right of  $104^{\circ}54'$  and run southerly for a distance of 470.3 feet thence turn an angle to the left of  $4^{\circ}37'$  and run southerly for a distance of 295.02 feet thence turn an angle to the right of  $90^{\circ}5'$  and run westerly for a distance of 254.7 feet thence turn an angle to the right of  $90^{\circ}04'$  and run northerly for a distance of 141.77 feet thence turn an angle to the left of  $90^{\circ}$  And run westerly for a distance of 159.30 feet thence turn an angle to the left  $17^{\circ}25'$  and run southwesterly for a distance of 280 feet more or less to the center of Prairie Branch; thence northerly along the centerline of Prairie Branch for a distance of 380 feet more or less to the point of beginning. Situated in Shelby, County, and Alabama.

Tax ID: 13-5-15-1-001-020-000

When recorded, return to:

GS Project  
LandAmerica CLS  
9011 Arboretum Parkway, Ste. 300  
Richmond, VA 23236  
Connection Number 10622641