

# 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

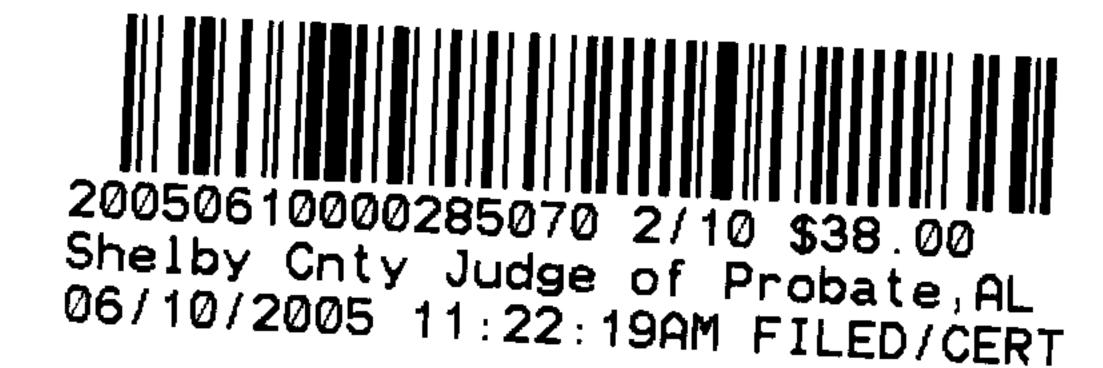
WHEREAS, Lessor is the owner of a leasehold estate or other interest in and to certain real property as more particularly described on <u>Exhibit A</u> attached hereto and incorporated herein by reference and improvements (including a telecommunications tower) located thereon (the "Site").

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

Prepared By: Sidley Austin Brown & Wood, 10 S. Dearborn St., Chicago, IL 60601 KENT (AL) – (0340)(BI03XC070)(3016277)(10622642)



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 <u>Section 11</u> of the Agreement.

#### 6. Leaseback Charge.

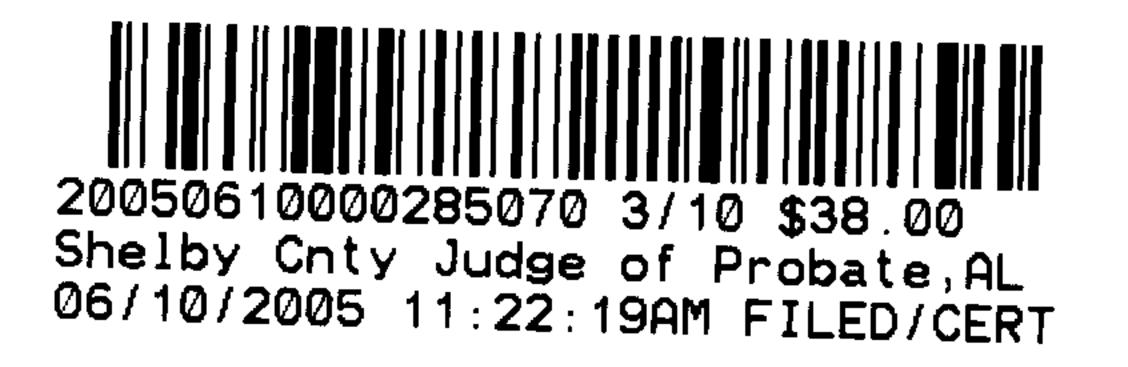
Each Sprint Collocator is obligated to pay to Lessee the Sprint Collocation Charge in accordance with <u>Section 11</u> of the Agreement.

### 7. Purchase Option.

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

### 8. Notice.

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



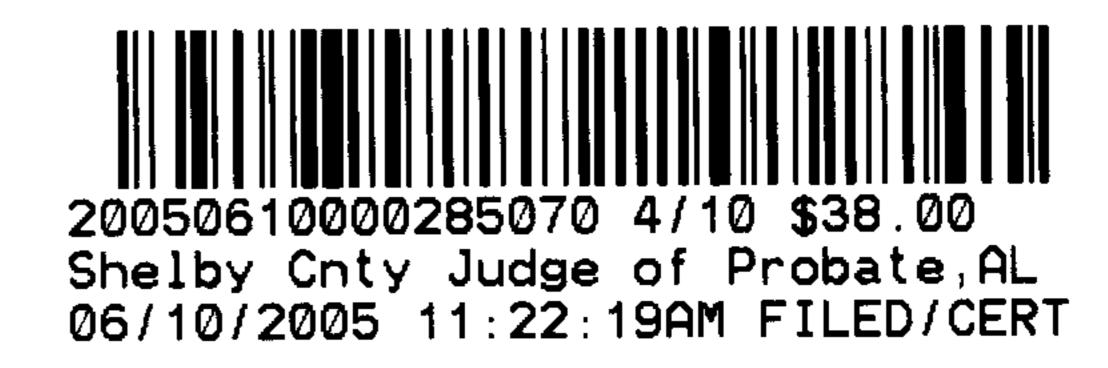
### 9. Governing Law.

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

### 10. Modifications.

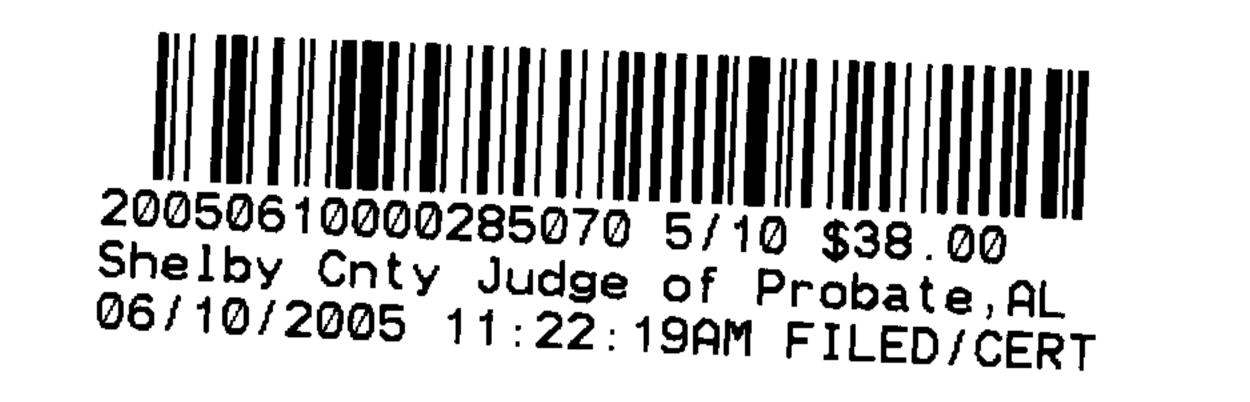
This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties.

[Remainder of Page Intentionally Left Blank]



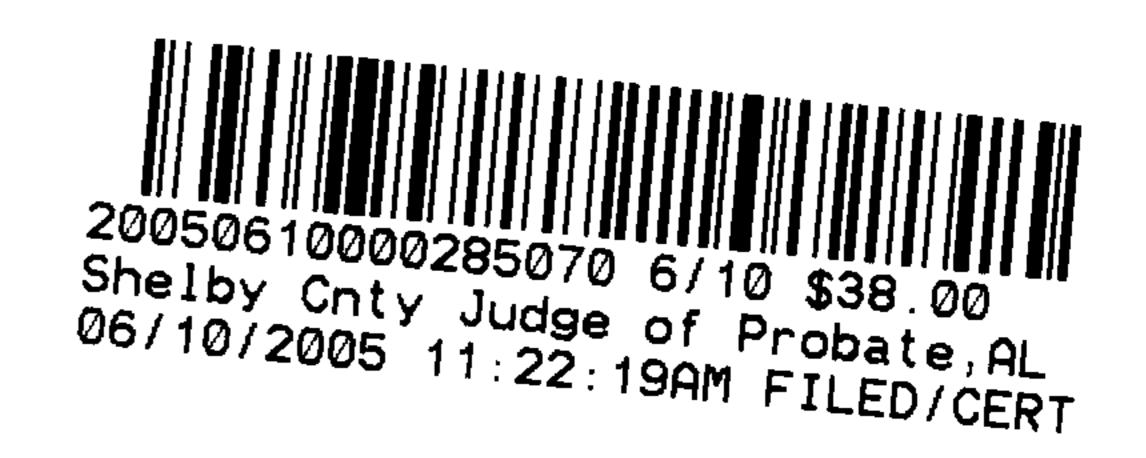
IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date as defined above.

above.
LESSOR:
STC FIVE LLC, a Delaware limited liability company
By:
Name: Don R. Mueller
Title: Assistant Vice President
LESSEE:
GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company
By: Wh De
Name: Keith Drucker
vice President
Title: Corporate Development
SPRINT COLLOCATOR:
SPRINT SPECTRUM L.P., a Delaware limited partnership
By: ////////////////////////////////////
Name: Don R. Mueller
Assistant Secretary



### LESSOR BLOCK

STATE OF
COUNTY OF MINISTER )
On
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
Notary Public Commission Expires Nov. 10, 2007



### LESSEE BLOCK

STATE OF FLORIDA
COUNTY OF SARASOTA
The foregoing instrument was acknowledged before me this 13 day of New , Zeos by Keill 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: May Meggio
Name (printed, typed or stamped): Mary Lou DiMaggio
Mary Lou DiMaggio  MY COMMISSION # DD236359 EXPIRES  July 30, 2007

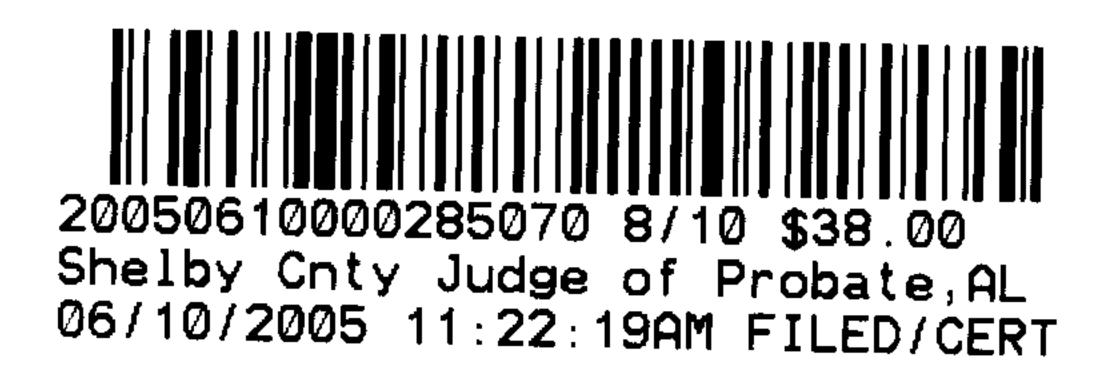
## 20050610000285070 7/10 \$38.00 Shelby Cnty Judge of Probate, AL 06/10/2005 11:22:19AM FILED/CERT

### SPRINT COLLOCATOR BLOCK

STATE OF NEW YORK )
COUNTY OF <u>NEWYORK</u> )
On $5/24/2005$ , before me, the undersigned, personally appeared 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
Notary Public My commission expires:

MARY M. WAGNER
Notary Public, State of New York
No.

Qualified in New York County Commission Expires January 27, 2007

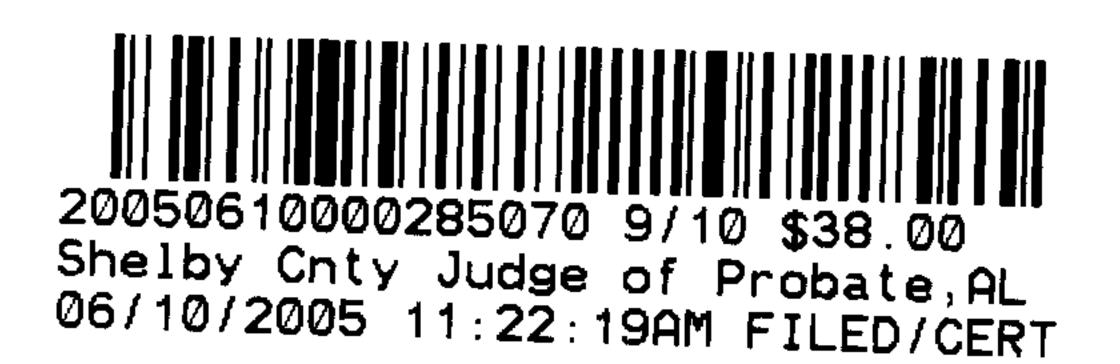


### Schedule 1 (one)

#### Connection Number 10622642

A lease by and between J.O. Kent and Patricia R. Kent, as lessor ("Lessor"), and Sprint Spectrum LP., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 1/8/1998, in Instrument No. 1998-02757, affecting land described in attached legal description.

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



#### Exhibit A

Legal Description A parcel of land located in the Northwest Quarter and the Northwest Quarter of Section 3, Township 22 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

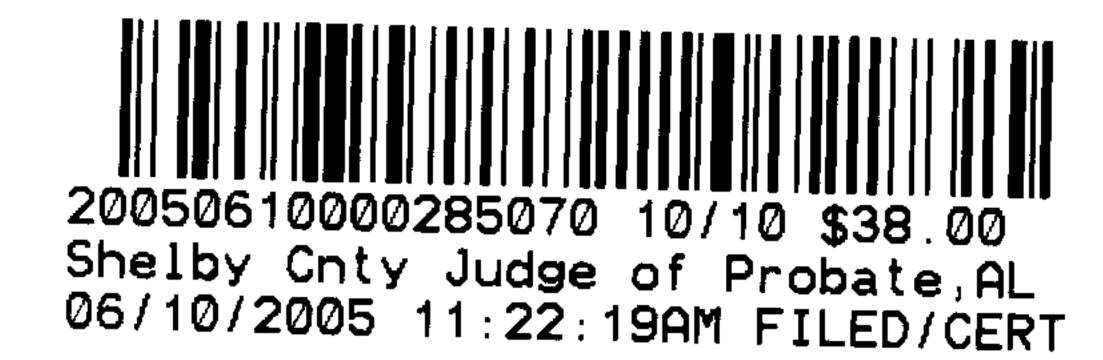
Commence at the Northwest Corner of Section 3, Township 22 South, Range 2 West, thence with the North line of said section run South 88°24'35" East for a distance of 7999.11 feet to a point thence run South 01°35'25" West for a distance of 170.00 feet to a point of Beginning;

Thence run South 88°24'35" East for a distance of 100.00 feet to a point; Thence run South 01°35'25" West for a distance of 100.00 feet to a point: Thence run North 88°24'35" East for a distance of 100.00 feet to the point of Beginning, said Parcel contains.023 acres.

40' Ingress/ Egress & Utility Easement

An easement situated in the Northwest Quarter and the Southwest Quarter of Section 3, Township 22 South Range 2 West, Shelby County. Alabama and being more particularly as follows:

Commence at the Northwest Corner of Section 3, Township 22 South Range 2 West, thence with the north line of said section run south 88° 24' 35" East for a distance of 799.11 feet to a point; thence run South 01° 35' 25" West for a distance of 270.00 feet to a point, thence run South 88° 24' 35" East for a distance of 35.84 feet to the point of beginning of the centerline of Ingress/Egress and Utility Easement that lies 20 feet either side of said centerline as described herein; thence run south 16° 10′ 59" West for a distance of 235.75 feet to a point; thence run South 05° 54' 13" West for a distance of 44.10 feet to a point; thence run south 13° 21 52" West for a distance of 219.61 feet to a point; thence run South 16° 18' 10" West for a distance of 241.62 feet to a point; thence run South 08° 44' 47" West for a distance of 50.48 feet to a point; thence run south 11° 43' 40" West for a distance of 154.82 feet to a point; thence run South 07° 45' 55" West for a distance of 51.13 feet to a point; thence run South 11° 41' 40" West for distance of 145.79 feet to a point; thence run South 19° 37' 21 West for a distance of 45.86 feet to a point; thence run South 17° 44' 41" West for a distance of 151.11 feet to a point; thence run South 27°50'17" West for a distance of 36.63 feet to a point; thence run South 38° 48' 13" West for a distance of 47.77 feet to a point; thence run South, 34° 40' 02" West for a distance of 49.93 feet to a point; thence run South 21° 43' 27" West for a distance of 52.88 feet to a point; thence run South 15° 15′ 18" West for a distance of 48.13 feet to a point; thence run South 02° 13' 11" West for a distance of 49.54 feet to a point; thence run South 15° 53' 14" West for a distance of 51.87 feet to a point; thence run South 22° 27' 05" West for a distance of 50.25 feet to a point; thence run south; 35° 00' 35" West for a distance of 101.68 feet to a point; thence run south 36° 59' 09" West for distance of 151.82 feet to a point; thence run South, 16° 36′ 52″ West for a distance of 49.66 feet to apoint; thence run South04° 50′



12" West for distance of 50.07 feet to a point; thence run South 18° 26' 06" West for distance of 97.06 feet to a point; thence run South 30° 44' 08" West for a distance of 49.56 feet to a point thence run South 38° 26' 37" West for a distance of 105.51 feet to a point thence run South 51° 44' 10" west for a distance of 52.05 feet to a point thence run North 89° 44' 04" West for a distance of 16.62 feet to a point on the eastern right of way line of Burron Drive, as recorded in Deed Book 286 page 338 said point of being the terminus of easement.

Tax ID: 28-2-03-0-000-004-000

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10622642