

## **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: Don R. Mueller

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: Don R. Mueller

Title: Assistant Secretary



20050610000285120 5/9 \$35.00  
Shelby Cnty Judge of Probate, AL  
06/10/2005 11:22:24AM FILED/CERT

LESSOR BLOCK

STATE OF New York )

COUNTY OF New York ) ss. )


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

Don R. Mueller, 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 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 Don R. Mueller, 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 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:

**MAURICE I. MICHAANE**  
NOTARY PUBLIC, State of New York  
No. 01MI6101194  
Qualified in New York County  
Commission Expires Nov. 10, 2007

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 Reith 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: Mary Lou DiMaggio

Name (printed, typed or stamped): Mary Lou DiMaggio



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



20050610000285120 7/9 \$35.00  
Shelby Cnty Judge of Probate, AL  
06/10/2005 11:22:24AM FILED/CERT

SPRINT COLLOCATOR BLOCK

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss. )

On 5 / 24 /2005, before me, the undersigned, personally appeared Don R. Mueller, 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:

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**Witness my hand and official seal.**

  
Notary Public

My commission expires:



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Shelby Cnty Judge of Probate, AL  
06/10/2005 11:22:24AM FILED/CERT

## **Schedule 1 (one)**

**Connection Number 10622648**

A lease by and between James L. Payne and Glenda K. Payne, as lessor ("Lessor"), and Sprint Spectrum, L.P., as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 4/10/1997, in Instrument No. 1997-11102, affecting land described in attached legal description.

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

## Exhibit A

**Legal Description** The land referred herein is situated in the State of Alabama, County of Shelby, City of Alabaster described as follows

### Site Description:

A parcel of land situated in the NW/4 of the NE/4 of Section 16, T21S, R3W, Huntsville Meridian, Shelby County, Alabama, being more particularly described as follows:

Commence at the SE Corner of the NW/4 of the NE/4 of Section 16, T21S, R2W and run N 0° 20' 31" West along the Easterly line of "Payne" property for a distance of 270.00 feet; thence angle left and run South 89° 39' 29" West for a distance of 10.00 feet to the POINT OF BEGINNING, thence continuing South 89° 39' 29" West for a distance of 75.00 feet; thence angle right and run North 0° 20' 31" West for a distance of 75.00 feet thence angle right and run North 89° 39' 29" East for a distance of 75.00 feet thence angle right and run South 0° 20' 31" East for a distance of 75.00 feet to the POUNT OF BEGINNING. Containing 5825 square feet (0.13 acre) more or less.

### Easement Description:

A strip of land 40 feet in width for access and utilities situated in the NW/4 of the NE/4 of Section 16, T21S, R3W, Huntsville Meridian Shelby County Alabama lying 20 feet to either side of following described centerline:

Commence at the SE corner of the NW/4 of NE/4 of Section 16 T21S, R3W and run North 0° 20' 31" West along the easterly line of "Payne" Property for a distance of 270.00 feet; thence angle left and run South 89° 39' 29" West for a distance of 85.00 feet; thence angle right and run North 0° 20' 31" West for a distance of 63.08 feet to the POINT OF BEGINNING; thence angle left and run North 41° 53' 39" West for ad distance of 165.88 feet to a point in an existing paved driveway; then angle right and run North 2° 58' 17" West along said driveway of 339.94 feet; thence angle right and run North 0° 15' 47" East for a distance of 133.82 feet; thence angle right and run 13° 48' 37" East for a distance of 34.36 feet to the southerly right of way line of Shelby County Road #26 (Kent Dairy Road) (an 80' right of way) and the ENDING POINT of this centerline.

Tax ID: 23-5-16-0-001-011.005

When recorded, return to:

GS Project  
LandAmerica CLS  
9011 Arboretum Parkway, Ste. 300  
Richmond, VA 23236  
Connection Number 10622648