



20051012000531600 1/10 \$499.50  
Shelby Cnty Judge of Probate, AL  
10/12/2005 11:11:14AM FILED/CERT

NO rent → upfront purchase fee  
\$461,274.00

### **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: **Monica E. Rademacher**  
Title: **Assistant Vice President**

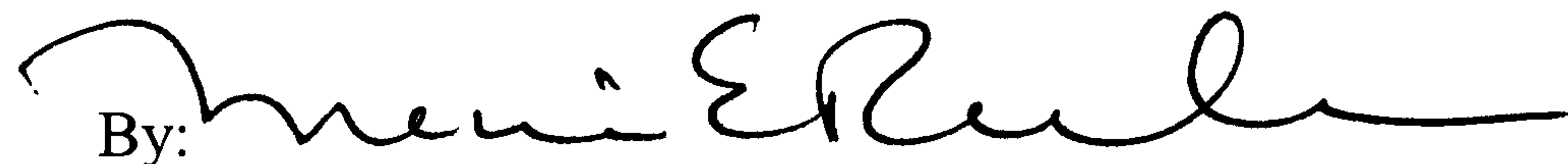
LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,  
a Delaware limited liability company

By:   
Name: **Keith Drucker**  
Title: **Vice President**  
**Corporate Development**

SPRINT COLLOCATOR:

SPRINT SPECTRUM L.P.,  
a Delaware limited partnership

By:   
Name: **Monica E. Rademacher**  
Title: **Assistant Secretary**



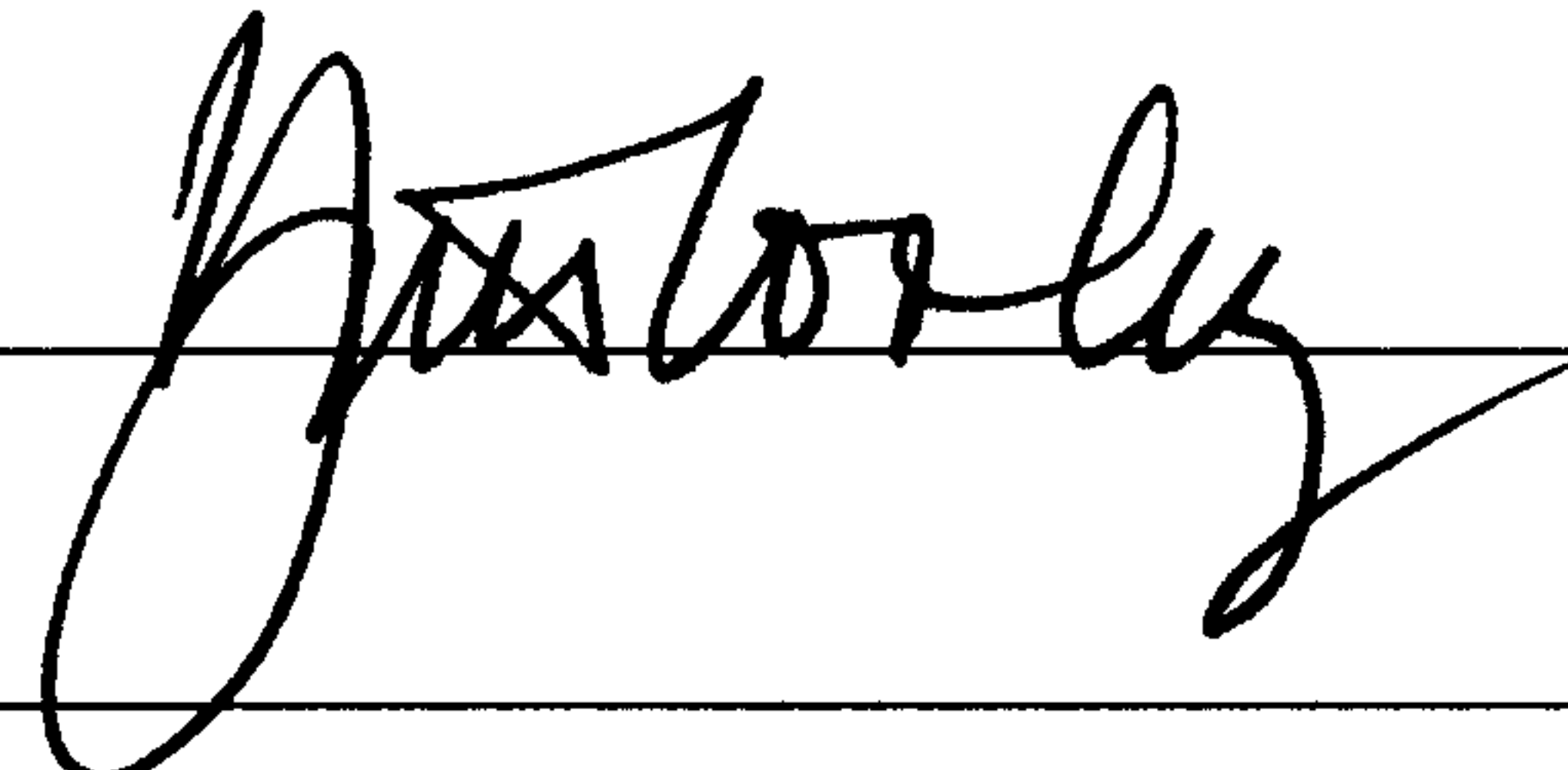
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LESSEE BLOCK

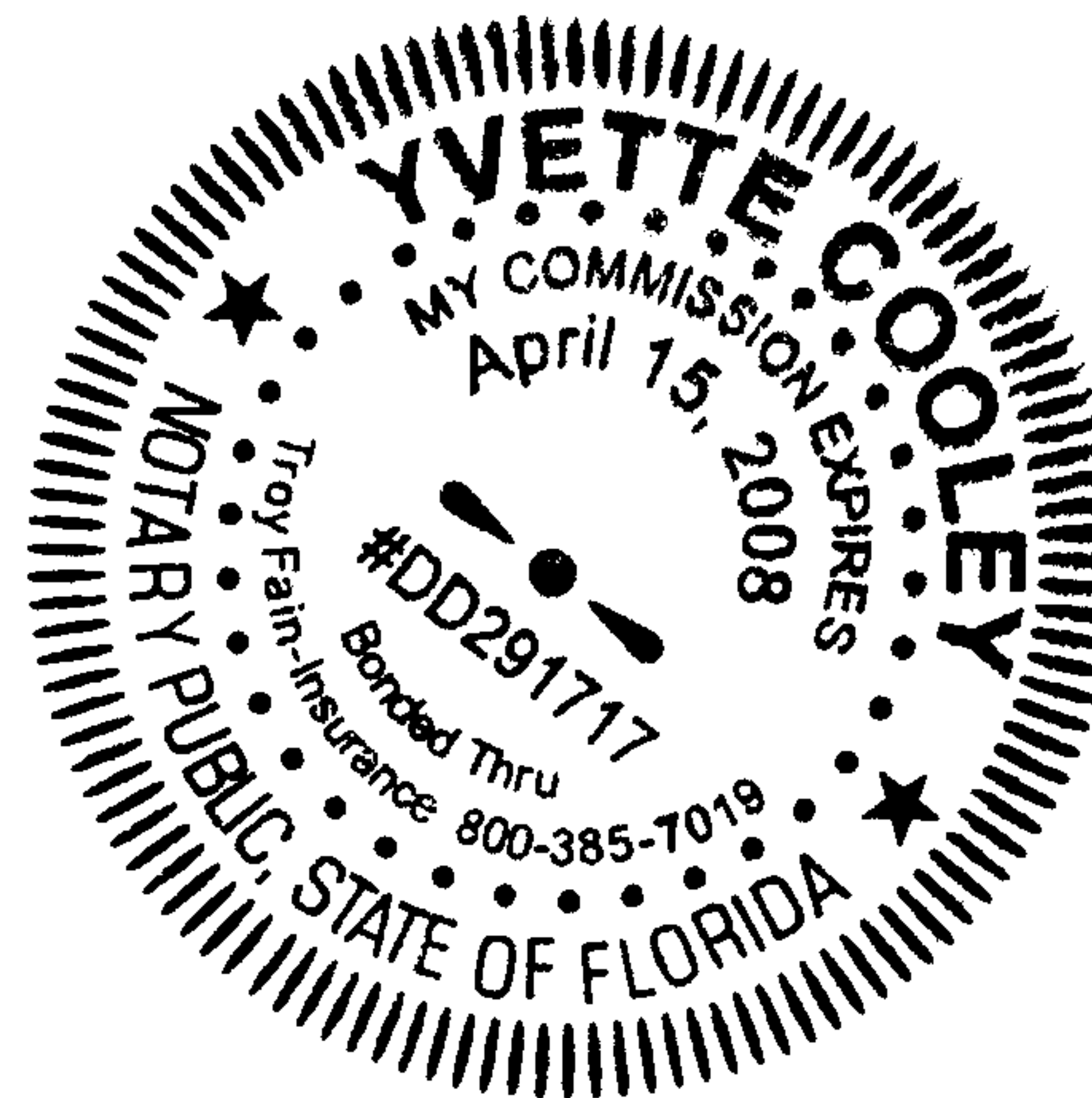
STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 16 day of August, 2005 by Keith Doucker, 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: 

Name (printed, typed or stamped): \_\_\_\_\_



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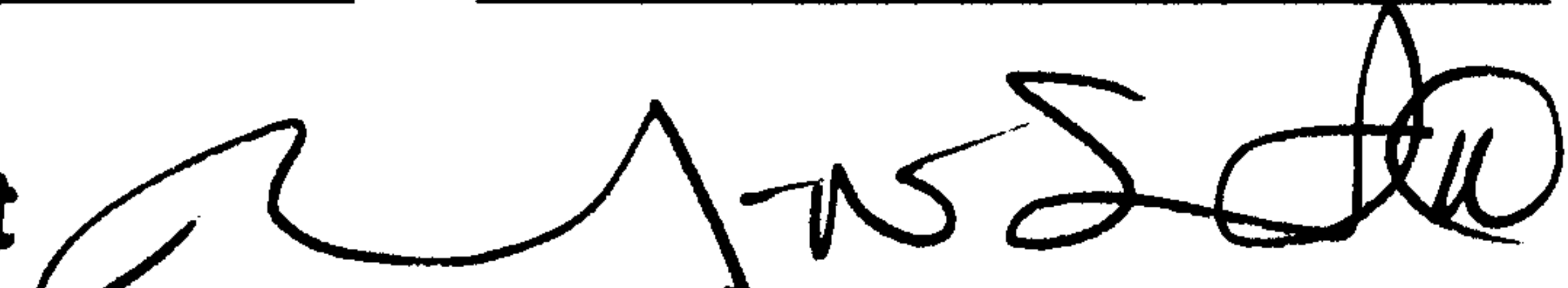
LESSOR BLOCK

State of Kansas }

County of Johnson }

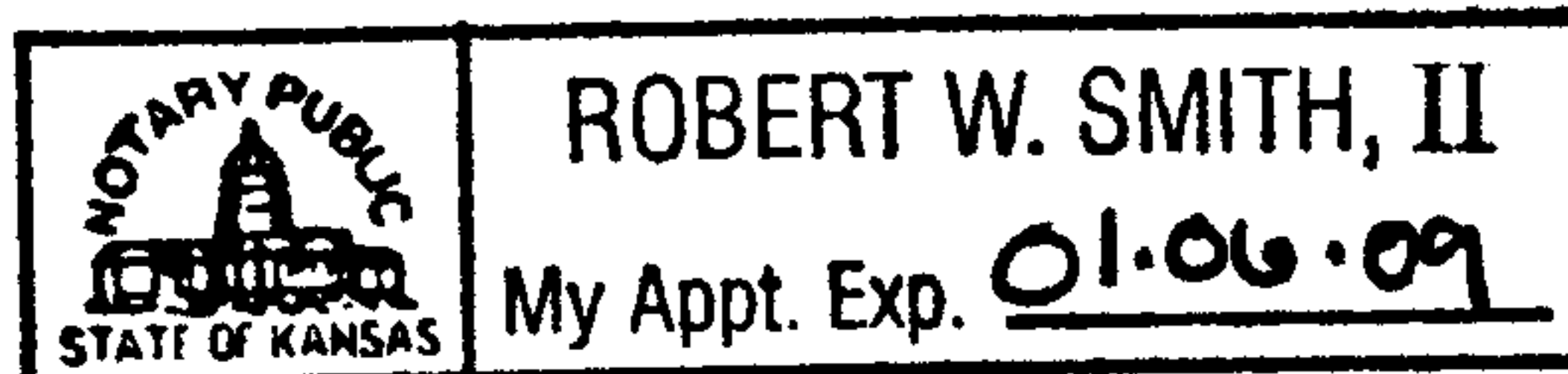
This instrument was acknowledged before me on July 28,  
2005 by Monica E. Rademacher of STC FIVE LLC.

**Assistant Vice President**

  
(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,  
2008 by Monica E. Rademacher of Sprint Spectrum LP.

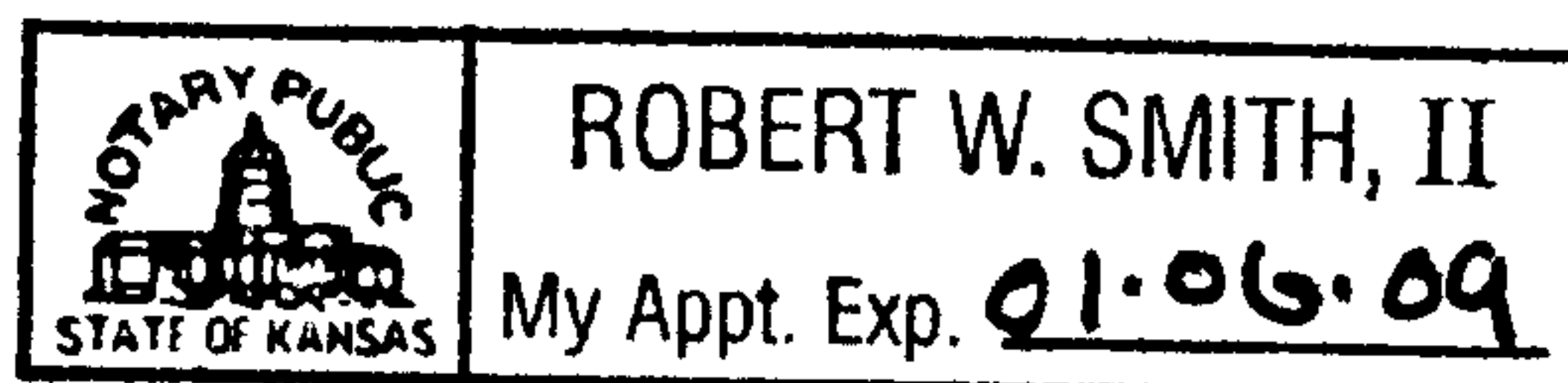
Assistant Secretary




(signature of notarial officer)

(Seal, if any)

My appointment expires: \_\_\_\_\_



  
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**EXHIBIT A**

Legal Description of Lessor's Leased Site

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



## Schedule 1 (one)

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**Connection Number 10622649**

A lease by and between Boyce L. Trott, Sr. Irrevocable Trust, 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) Memorandum of PCS Site Agreement recorded 4/15/1997, in Instrument No. 1997-11564, 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]

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## Exhibit A

Legal Description The Parcel is located in the Northeast Quarter of the Southwest Quarter of Section 17, Township 19 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 17, Township 19 South, Range 1 West; thence with the west line of said quarter run South 82°39'89" East for a distance of 121.22 feet to a point; thence run South 36°28'12" West for a distance of 262.50 feet to a point; thence run South 54°21'48" East for a distance of 146.29 feet to a point, said point being the Point of Beginning; thence run North 00°00'00" East for a distance of 66.00 feet to a point; thence run North 99°00'00" East for a distance of 60.00 feet to a point; thence run South 00°00'00" West for a distance of 90.62 feet to a point; thence run North 94°31'48" West for a distance of 61.13 feet to the Point of Beginning. Said parcel contains 6.09 acres.

Tax ID: 09-4-17-0-00-010-000.27

When recorded, return to:

GS Project  
LandAmerica CLS  
9011 Arboretum Parkway, Ste. 300  
Richmond, VA 23236  
Connection Number 10622649

Shelby County, AL 10/12/2005  
State of Alabama

Deed Tax: \$461.50