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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/09/2005 08:00 AM
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DEP RT REC'D FOR LAND AMERICA FINA
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01-104-0008

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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: John F. Buchert

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 F. Buchert

Title: Assistant Secretary

LESSOR BLOCK

STATE OF New York)

COUNTY OF New York) ss.

On 5 / 24 /2005, before me, the undersigned, personally appeared John F. Buchert, 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 John F. Buchert, 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]
Notary Public
My commission expires:

JOHN LOVE
NOTARY PUBLIC, State of New York
No. 01LO6113933
Qualified in New York County
Commission Expires August 9, 2008

LESSEE BLOCK

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13th day of May, 2005 by Melissa Buda, 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): Mary Lou DiMaggio



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

SPRINT COLLOCATOR BLOCK

STATE OF New York)
) SS
COUNTY OF New York)

On 5/24 /2005, before me, the undersigned, personally appeared John F. Buchert, 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.

[Signature]
Notary Public

My commission expires:

ESPERANZA OQUENDO
Notary Public, State of New York
No. 01005032073
Qualified in Kings County
Commission Expires Jan. 17, 2007

Schedule 1 (one)

Connection Number 10627749

A lease by and between Storage City, LLC, a Utah limited liability company, as lessor ("Lessor"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Memorandum of Agreement recorded 6/18/2001 12:00:00 AM, in Book 2829, Page 116, affecting land described in attached legal description.

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

Exhibit A

Legal Description A parcel of land situate in the West half of the Northeast Quarter (West 1/2 Northeast 1/4) of Section 11, Township 1 North, Range 1 West of the Salt Lake Base and Meridian, Davis County, Utah, said partial being all of the second described parcel of land as conveyed by State Road Commission of Utah to Union Pacific Land Resources Corporation by Quitclaim Deed dated July 30, 1973, and recorded August 3, 1973, in Book 522, Page 216, records of said County, said parcel bounded and described as follows:

Beginning at the intersection of the easterly right-of-way line of the Oregon Short Line Railroad Company and the northwesterly no-access line of Highway known as Project: No. 15-7, said point being 50.0 feet distant easterly, measured at right angles from the centerline of the easterly or westbound main track of said Railroad Company, said point: also being North 89°50'23" West, along the quarter section line, 2122.59 feet to the centerline of said westbound main track, and North 3°31'00" East, along said centerline of said westbound main track, 278.69 feet, and South 86°29'00" East, 50.0 feet from the East Quarter corner of said Section 11; thence along said Northwesterly no-access line of Highway know as Project No. 15-7, the following four courses:

- 1) North 46°27'13" East, 510.01 feet;
- 2) North 18°57'39" East, 510.81 feet;
- 3) North 4°34'50" East, 245.94 feet;
- 4) North 0°05'49" East, 1276.11 feet to a point of intersection of the southerly right-of-way line of Oudaky Lane and the Westerly no-access line of said project;

thence North 89°38'58" West, 262.72 feet along said Southerly right-of-way line of Oudaky Lane to the intersection of said Easterly right-of-way line of said Railroad, which point is 50.0 feet distant Easterly, measured at right angles from said centerline of the westbound main track; thence along said Easterly right-of-way line of said Railroad, the following three courses;

- 1) South 14°33'52" West, 250.32 feet to the beginning of a curve, concave Easterly, having a radius of 5481.96 feet;
- 2) Southerly, along said curve, through central angle of 11°02'52" 1057.04 feet;
- 3) South 3°31'00" West, 1074.78 feet to the point of beginning.

Tax ID: 01-104-0008

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10627749