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\*W2108590\*

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2108590 PG 1 OF 10  
DOUG CROFTS, WEBER COUNTY RECORDER  
10-JUN-05 11:10 AM FEE \$28.00 DEP 88  
REC FOR: LANDAMERICA

**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

Prepared By: Sidley Austin Brown & Wood, 10 S. Dearborn St., Chicago, IL 60601  
CLAIR BAUR (UT) - (5520)(SL03XC118)(3021901)(10627835)

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.

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**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]

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IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first set forth above.

LESSOR:

STC FIVE LLC,  
a Delaware limited liability company

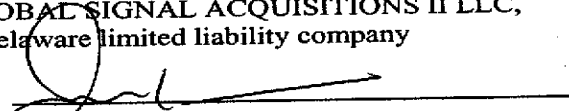
By: 

Name: John F. Buchert

Title: Assistant Vice President

LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,  
a Delaware limited liability company


By: 

Name: Jason Catalini

Title: Senior Director  
Asset & Contract Management

SPRINT COLLOCATOR:

SPRINT SPECTRUM L.P.,  
a Delaware limited partnership

By: 

Name: John F. Buchert

Title: Assistant Secretary

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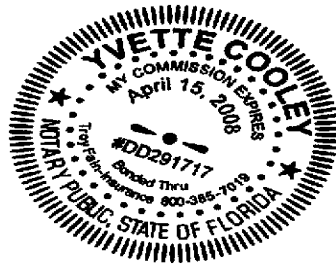
CLAIR BAUR (UT) - (5520)(SL03XC118)(3021901)(10627835)

LESSEE BLOCK

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18 day of May, 2005 by Jason Catalano, 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: *Yvette Cooley*  
Name (printed, typed or stamped): \_\_\_\_\_



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CLAIR BAUR (UT) - (5520)(SL03XC118)(3021901)(10627835)

LESSOR BLOCK

STATE OF New York )

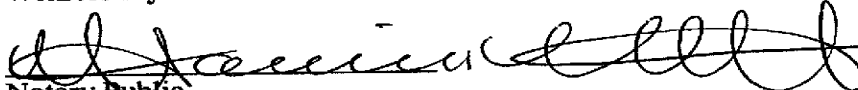
COUNTY OF New York ) ss.

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.

  
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

SPRINT COLLOCATOR 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.

Notary Public

My commission expires:

MARQUEA RICE  
Notary Public, State of New York  
No. 01RI6032942  
Qualified in Queens County  
Commission Expires November 8, 2005



**Schedule 1 (one)**

**Connection Number 10627835**

A lease by and between NBO Company, a Utah limited partnership, as lessor ("Lessor"), and Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Memorandum of Agreement recorded 11/30/2001 , in Book 2188/Page 1866, affecting land described in attached legal description.

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



**Exhibit A**

Legal Description All that real property situated in the City of Ogden or, County of Weber, State of Utah and is more particularly described as follows:

PARCEL 1: 15-066-0005<sup>x</sup>

A part of the Northeast quarter Section 25, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey, beginning 595.00 feet South and 214.5 feet West of the Northeast corner of said Section; thence West 585.94 feet; thence South 0° 48' 04" East 240.27 feet; thence North 89° 11' 56" East 582.64 feet; thence North 232.10 feet to the point of beginning.

PARCEL 2: 15-066-0001 P<sub>r</sub> ✓

A part of the Northeast Quarter of Section 25, Township 6 North, Range 2 West, Salt Lake Base and Meridian, United States Survey; beginning at the Northeast corner of said Section 25; thence South 823.86 feet; thence West 214.5 feet; thence North 228.96 feet; thence East 181.5 feet; thence East 33.00 feet to beginning;

Exception therefrom any portion described as follows:

A part of the Northeast quarter of Section 25, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, basis of bearing using the State Plane Coordinate System of North 01° 32' 37" East, between the witnessed Southeast corner and the monumented East quarter of Section 24 of said Township and Range, described as follows:

Beginning at the Northeast corner of property conveyed by Deed recorded in Book 1544 of Records, page 53, Records of Weber County, Utah, being located by survey from the current witnessed location of the Northeast corner of said Section the following two (2) courses: 73.415 feet South 33° 39' 11" West to a more correct location for the Northeast corner of said Section 25, and 596.08 feet South 00° 37' 05" West along the more correct location of the East section line of said Section 25, a portion of which is approximately identified by an existing "T" Post and wire fence line being a common property line as conveyed by Deed recorded in Book 1581 of Records, page 2673 and Book 1708 of records, page 162 and Book 8 of Auditors Tax Deeds, page 302, records of Weber County, Utah from the more correct location for said Northeast corner of Section 25, 21.75 feet South 88° 41' 41" East along the South property line as conveyed by Deed recorded in Book 1581 of records, page 2673 to the true point of beginning; running thence South 88° 41' 41" East 21.752 feet along said South property line thence South 00° 37' 05" West 229.35 feet along the more correct Section line for the East Section line of said Section 25, said line being the West property line as conveyed by Deed, recorded in Book 8 of Auditors Tax Deeds, page 302, Records of Weber County, said point being on the North property line as conveyed by Deed recorded in Book 1442 of records, page

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109, records of Weber County, Utah thence North 89° 49' 45" West 33.135 feet along said North property line a portion of which is common property line as conveyed by Deeds recorded in Book 1544 of Records, page 53, and in Book 1442 of Records, page 109, records of Weber County, Utah, to the West relocated right of way line of Tomlinson Road (1200 West Street) said point being 42.65 feet left of engineer station 10+272.484; thence along said West relocated right of way line to a point of tangency being 42.65 feet left of engineers station 10+327.779 and along the arc of a curve to the left 166.62 feet, having a radius of 613.52 feet with a chord bearing and distance of North 08° 53' 47" West 166.10 feet; thence North 16° 40' 35" West 69.73 feet along said West relocated right of way line to a common property line as conveyed by Deed recorded in Book 1544 of Records, page 53, and in Book 1581 of Records, page 2673, Records of Weber County, Utah, said point being 42.65 feet left of engineers station 10+349.032; thence South 88° 41' 41" East 59.57 feet along said common property.

Tax ID: 15-066-0001

When recorded, return to:

GS Project  
LandAmerica CLS  
9011 Arboretum Parkway, Ste. 300  
Richmond, VA 23236  
Connection Number 10627835