

32

88.<sup>00</sup>



\*W2181143\*

EN 2181143 PG 1 OF 32  
DOUG CROFTS, WEBER COUNTY RECORDER  
22-MAY-06 849 AM FEE \$88.00 DEP SGC  
REC FOR: LANDAMERICA

**ASSIGNMENT AGREEMENT**

**Notice to Recorder:**

This instrument shall be indexed against the following names:

- \* **Morgan Stanley Asset Funding, Inc.**
- \* **Towers Finco III LLC**, a Delaware limited liability company
- \* **LaSalle Bank National Association**, a national banking association

**Name of Document:** ASSIGNMENT AGREEMENT

**Parties to Agreement:**

**Assignor:** **Morgan Stanley Asset Funding Inc.**,  
having an address at 1221 Avenue of the Americas, 27<sup>th</sup> floor,  
New York, New York 10020

**Assignee:** **LaSalle Bank National Association**, a national banking association,  
having an address at 135 South LaSalle Street, Suite 1625, Chicago,  
Illinois 60603, in its capacity as trustee for Global Signal Trust III

**Instrument Assigned:** See Schedule 1 attached hereto

**Premises:** See Exhibit A attached hereto

**Date of Document:** As of the earliest notarization date,  
but effective as of February 28, 2006

<b><u>PREPARED BY:</u></b>	<b><u>AFTER RECORDATION RETURN TO:</u></b>
Sidley Austin LLP One South Dearborn Chicago, Illinois 60603 Attention: Chantel N. Jones, Esq.	LandAmerica Commercial Services 101 Gateway Centre Parkway Richmond, VA 23235 Attention: Andrea Weber

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**MORGAN STANLEY ASSET FUNDING, INC., AS AGENT,**  
as Assignor,

in favor of

**LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE, AS AGENT,**  
as Assignee

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**ASSIGNMENT AGREEMENT**

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**Dated:** As of the earliest notarization date,  
but effective as of February 28, 2006

**Premises:** See Exhibit A attached hereto

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**ASSIGNMENT AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** (this "Assignment Agreement") is dated as of the earliest notarization date and effective as of the 28th day of February, 2006, by **MORGAN STANLEY ASSET FUNDING, INC.**, having an address at 1221 Avenue of the Americas, 27<sup>th</sup> floor, New York, New York 10020 (hereinafter referred to as "Assignor"), as Agent, in favor of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, having an address at 135 South LaSalle Street, Suite 1625, Chicago, Illinois 60603, in its capacity as trustee for Global Signal Trust III (hereinafter referred to as "Assignee"); and ratified and confirmed by **GLOBAL SIGNAL ACQUISITIONS II LLC**, a limited liability company organized under the laws of the State of Delaware, having an address at 301 North Cattlemen Road, Sarasota, Florida 34232 (hereinafter referred to as "Borrower").

**WITNESSETH:**

WHEREAS, pursuant to the terms of that certain Acquisition Credit Agreement dated as of May 26, 2005 (as amended through the date hereof, the "Acquisitions II Credit Agreement"), among Borrower, as borrower, Assignor, as a Lender and Administrative Agent and Collateral Agent, and the other "Lenders" thereunder from time to time (collectively, the "Acquisitions II Lenders"), the Acquisitions II Lenders made a loan to Borrower in the maximum principal amount of \$850,000,000 (hereinafter referred to as the "Existing Acquisitions II Indebtedness");

WHEREAS, the Existing Acquisitions II Indebtedness (i) is evidenced by certain promissory notes (collectively, the "Existing Notes") delivered to each of the Acquisitions II Lenders and (ii) is secured by, among other things, certain Mortgages, Deeds of Trusts and Deeds to Secure Debt given for the benefit of Assignor as collateral agent (each, an "Existing Mortgage" and, collectively, the "Existing Mortgage"), including the Existing Mortgage listed on Schedule 1 annexed hereto and made a part hereof (the "Applicable Existing Mortgage") covering the sites listed on Schedule 2 annexed hereto and made a part hereof;

WHEREAS, as of the date hereof, the outstanding principal balance of the Existing Acquisitions II Indebtedness is \$850,000,000;

WHEREAS, contemporaneously with the execution and delivery of this Assignment Agreement the Existing Acquisitions II Indebtedness is being amended to, among other things, increase the maximum principal amount thereof to \$995,488,277 (as so amended and restated, the "Loan");

WHEREAS, Assignor and Borrower desire to enter into this Assignment Agreement to amend and modify certain provisions in the Applicable Existing Mortgage, and to assign the Applicable Existing Mortgage to Assignee, all as more particularly described herein; and

WHEREAS, Borrower is joining in this Assignment Agreement to ratify the actions taken herein.

NOW, THEREFORE, for other good and valuable consideration, the receipt of which is hereby acknowledged, Borrower and Assignor hereby agree as follows:

1. **Amendments to the Applicable Existing Mortgage.** The Applicable Existing Mortgage listed on **Schedule 1** annexed hereto and made a part hereof, to the extent applicable, is hereby amended as follows: (i) to the extent there is a stated principal balance, the stated principal balance is now \$995,488,277, or, (ii) if there is a specific allocation of the stated principal balance in the Applicable Existing Mortgage, such amount shall be deemed deleted and replaced with that portion of the principal balance set forth with respect to the Applicable Existing Mortgage set forth on **Schedule 1**.

2. **Assignment of the Applicable Existing Mortgage.** Assignor does hereby grant, bargain, sell, convey, assign, transfer and set over to Assignee all of Assignor's right, title and interest, of any kind whatsoever, including, without limitation, that of mortgagee, beneficiary, payee, assignee or secured party, as the case may be, in and to the Applicable Existing Mortgage.

3. **No Substitution or Novation.** Neither this Assignment Agreement, nor the Applicable Existing Mortgage, as modified by this Assignment Agreement, nor anything contained herein shall be construed as a substitution or novation of Borrower's indebtedness to Acquisitions II Lenders or Assignor, which shall remain in full force and effect, as hereby confirmed, modified, amended and restated. Neither this Assignment Agreement, nor anything contained herein, shall be construed as a substitution or novation or the Applicable Existing Mortgage, which shall remain in full force and effect, as hereby confirmed, modified, amended and restated.


4. **Amendments.** This Assignment Agreement may not be modified, amended or terminated, except by an agreement in writing signed by the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, by its duly elected officer(s) (who for purposes of any real property located in the District of Columbia, are hereby appointed as its attorneys-in-fact) and pursuant to proper authority of its board of directors has duly executed, acknowledged and delivered this instrument as its true act and deed.

**BORROWER:**

**GLOBAL SIGNAL ACQUISITIONS II LLC,**  
a Delaware limited liability company

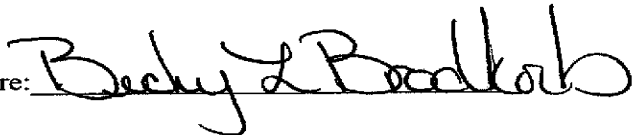
By:   
Name: Melissa J. Buda  
Assistant General Counsel  
Title: Real Estate

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of April, 2006 by MELISSA J. 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.




Becky L. Brodkorb  
My Commission DD285335  
Expires January 27 2008

Signature: 

Name (printed, typed or stamped): Becky L. Brodkorb

IN WITNESS WHEREOF, the undersigned, by its duly elected officer(s) (who for purposes of any real property located in the District of Columbia, are hereby appointed as its attorneys-in-fact) and pursuant to proper authority of its board of directors has duly executed, acknowledged and delivered this instrument as its true act and deed.


**MORGAN STANLEY ASSET FUNDING, INC., by its attorney in fact pursuant to that certain power of attorney dated as of February 28, 2006 granted to Towers Finco III, LLC**

By:   
Name: Melissa J. Buda  
Assistant General Counsel  
Title: Real Estate

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF SARASOTA )

On April 14<sup>th</sup>, 2006, before me, the undersigned officer, personally appeared MELISSA J. BUDA, who acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be Asst. General Counsel of the foregoing signing limited liability company as the attorney in fact for Morgan Stanley Asset Funding, Inc. (hereinafter, the "LLC"); and that as such officer, being duly authorized to do so pursuant to its bylaws or operating agreement, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the LLC by himself / herself in his / her authorized capacity as such officer as his / her free and voluntary act and deed and the free and voluntary act and deed of said LLC.

Witness my hand and official seal.

  
Notary Public Becky L. Brodkorb  
My commission expires:



Becky L. Brodkorb  
My Commission DD286335  
Expires January 27 2008

**SCHEDULE 2**

(List of Sites Covered by the Applicable Existing Mortgage)

NORTH OGDEN CITY - (SL03XC102) (10627842)  
MT EYRE CITY PARK - (SL03XC108) (10627840)  
NORMA ELLIOT - (SL03XC110) (10627841)  
4TH STREET BALLPARK - (SL03XC112) (10627833)  
CLAIR BAUR - (SL03XC118) (10627835)  
CARL FAVERO - (SL03XC124) (10627834)  
KENNETH BALDWIN - (SL03XC126) (10627838)  
OGDEN MUNICIPAL AIRPORT - (SL03XC128) (10627843)  
WASHINGTON HEIGHTS CORP - (SL03XC130) (10627848)  
DALLAS GREEN - (SL03XC134) (10627836)  
KWIK CITY MUFFLER - (SL03XC136) (10627839)  
WEBER BASIN WATER - (SL03XC146) (10627849)

**Schedule 1**

Date of Instrument:	7/19/2005
Recorded Date:	8/5/2005
Book/Page/Instrument:	Instrument No. 2120674



**Exhibit A**

**WEBER COUNTY, UT**  
Tax ID: 12-084-0046

A lease by and between Ogden City, a Municipal Corporation, 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 evidenced by a(n) Memorandum of PCS Site Agreement recorded Book 1838, Page 2565.

Said leasehold interest was assigned to STC FIVE LLC, ("Lessor") and further subleased by such entity to **Global Signal Acquisitions II LLC**, ("Assignee") by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A part of the Southeast 1/4 of Section 17, Township 6 North, Range 1 West, Salt Lake Base and Meridian.

Beginning at a point North 00°58'00" East along the Monument line of Wall Avenue 1017.20 feet and East 627.18 feet from the Ogden City Survey Monument at 7th Street and Wall Avenue, said point also being East 207.63 feet and South 501.20 feet from the Northeast corner of the Southwest Quarter of above said Section 17, and running thence East 30.00 feet; thence South 30.00 feet; thence West 30.00 feet; thence North 30.00 feet to the point of Beginning

Contains 0.021 Acres (as described)

When recorded, return to:

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

Number

10627833

**Schedule 1**

Date of Instrument:	7/19/2005
Recorded Date:	8/5/2005
Book/Page/Instrument:	Instrument No. 2120674

**Exhibit A**

**WEBER COUNTY, UT**

Tax ID: 08-037-~~0073~~-0062 P†

A lease by and between Michael W. Green and Autumn Green, 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 evidenced by a(n) Memorandum of PCS Site Agreement recorded Book 1838, Page 2529.

Said leasehold interest was assigned to STC FIVE LLC, ("Lessor") and further subleased by such entity to **Global Signal Acquisitions II LLC**, ("Assignee") by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

Part of the southeast quarter of Section 5, Township 5 North, Range 2 West, Salt Lake Meridian, U.S. Survey, beginning 116 feet east and 627 feet south of the northwest corner of southeast quarter section; thence 60 feet north; thence 184 feet east; thence 423 feet south; thence 195 feet west; thence 153 feet north; thence 135 feet east; thence 210 feet north; thence 92 feet west to the point of beginning.

Reserving the following described 20 foot strip unto grantors as a right-of-way: Beginning at a point 837 feet south and 129 feet east of the northwest corner of said southeast quarter section; thence east 195 feet; thence south 20 feet; thence west 195 feet; thence north 20 feet to the point of beginning.

When recorded, return to:

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

Number

10627836

**Schedule 1**

Date of Instrument:	7/19/2005
Recorded Date:	8/5/2005
Book/Page/Instrument:	Instrument No. 2120674

**Exhibit A**

**WEBER COUNTY, UT**  
Tax ID: 15-368-0002 ✓ *SM*

A lease by and between Carl Favero and Gloria H. Favero, Trustees (or successor Trustees) of the Carl and Gloria Favero Family Trust, dated August 14, 2002, 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 evidenced by a(n) Memorandum of PCS Site Agreement recorded Book 1838, Page 2537; Amended at Book 2099, Page 269; Amended at Book 2190, Page 522.

Said leasehold interest was assigned to STC FIVE LLC, ("Lessor") and further subleased by such entity to **Global Signal Acquisitions II LLC**, ("Assignee") by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

All of Lot 2, Olivia Subdivision, Weber County, Utah.

When recorded, return to:

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

Number

10627834

**Schedule 1**

Date of Instrument:	7/19/2005
Recorded Date:	8/5/2005
Book/Page/Instrument:	Instrument No. 2120674

## Exhibit A

**WEBER COUNTY, UT**  
Tax ID: 15-066-0001

A lease by and between NBO Company, a Utah limited partnership, 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 evidenced by a(n) Memorandum of Agreement recorded Book 2188, Page 1866.

Said leasehold interest was assigned to STC FIVE LLC, ("Lessor") and further subleased by such entity to Global Signal Acquisitions II LLC, ("Assignee") by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

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

PARCEL 1: 15-066-0005 ✓ *PA*

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 25; 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 ✓ *PA*

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 North 594.9 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 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+272.464; 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 line as conveyed by deeds recorded in Book 1544 of records, Page 53, and in Book 1581 of records, Page 2673, records of Weber County, Utah to the Northeast corner of property as conveyed by deed in Book 1544 of records, Page 53, records of Weber County, Utah to the point of beginning.

Also excepting any portion within a 2 rod road.

When recorded, return to:

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

Number

10627835



**Schedule 1**

Date of Instrument:	7/19/2005
Recorded Date:	8/5/2005
Book/Page/Instrument:	Instrument No. 2120674

**Exhibit A**

**WEBER COUNTY, UT**  
Tax ID: 15-096-0015 ✓ *PK*

A lease by and between R. Kenneth Baldwin and Leona B. Baldwin, Trustees of The Baldwin Family Trust dated 9/29/1998, 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 evidenced by a(n) PCS Site Agreement recorded Bk 1835, Page 2494.

Said leasehold interest was assigned to STC FIVE LLC, ("Lessor") and further subleased by such entity to Global Signal Acquisitions II LLC, ("Assignee") by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A Leasehold Estate said lease are being a portion of the following described parent parcel:

A part of the northwest quarter of Section 35, Township 6 North, Range 2 West, Salt Lake Meridian, US Survey; Beginning 33 feet east and 33 feet south from the northwest corner of said quarter section; running thence east 494 feet more or less to the west line of property of Leslie W. Robinson & wife; thence south 257.40 feet; thence east 300 feet; thence south 83.6 feet; thence east 82 feet; south 24°45' east 517 feet; thence south 0°38' west 477.29 feet, more or less; thence west along the south line of north 1/2 of said quarter section 549.53 feet more or less thence north 0°43'07" east 102.70 feet; thence south 89°17' west 547.00 feet to the east line of 2700 west street thence north along road 1199.20 feet to the point of beginning.

Including two existing ditch easements from the Wilson Canal

When recorded, return to:

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

Number

10627838

**Schedule 1**

Date of Instrument:	7/19/2005
Recorded Date:	8/5/2005
Book/Page/Instrument:	Instrument No. 2120674

**Exhibit A**

**WEBER COUNTY, UT**

Tax ID: 08-052-0016 p<sup>+</sup> *1/22*

A lease by and between Todd Potter, 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 evidenced by a(n) PCS Site Agreement recorded Book 1835, Page 2490; Amended in Book 2188, Page 1861; Amended in Book 2216, Page 2761.

Said leasehold interest was assigned to STC FIVE LLC, ("Lessor") and further subleased by such entity to Global Signal Acquisitions II LLC, ("Assignee") by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A Leasehold Estate, said lease area being a portion of the following described parent parcel:

Part of the Northwest quarter of Section 11, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the South side of 4000 South Street and the East right of way line of the Denver and Rio Grande Railroad, said point beginning 917.20 feet, North 89°53'27" West and South 34°21' West 39.92 feet, from the North quarter corner of Section 11, Township 5 North, Range 2 West, running thence south 34°21' west 357.06 feet, along the East line of said right of way, thence South 55°29' East 170.21 feet, to the West right of way of Oregon shoreline Railroad; thence North 31°33' East 458.23 feet, along the OSL Railroad West right of way line, thence North 89°53'27" West 178.82 feet, along the South boundary line of 4000 South Street to the point of beginning.

When recorded, return to:

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

Number

10627839

**Schedule 1**

Date of Instrument:	7/19/2005
Recorded Date:	8/5/2005
Book/Page/Instrument:	Instrument No. 2120674

**Exhibit A**

**WEBER COUNTY, UT**  
Tax ID: 11-013-0003 *pt Vde*

A lease by and between Ogden City, 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 evidenced by a(n) Memorandum of PCS Site Agreement recorded Book 1838, Page 2553.

Said leasehold interest was assigned to STC FIVE LLC, ("Lessor") and further subleased by such entity to **Global Signal Acquisitions II LLC**, ("Assignee") by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

Part of Block 16, Eyrie Meadow Subdivision No. 2, in Ogden City, Weber County, Utah, described as follows:

Commencing at the Intersection monument of Washington Boulevard and Lockwood Drive (1400 North Street); Thence South 77 degrees 48 minutes 49 seconds East, a distance of 607.08 feet to a point and the true POINT OF BEGINNING. Thence South 88 degrees 52 minutes 30 seconds East, a distance of 30.00 feet to a point; thence South 01 degrees 07 minutes 30 seconds West, a distance of 30.00 feet to a point; thence North 88 degrees 52 minutes 30 seconds West, a distance of 30.00 feet to a point; thence North 01 degrees 07 minutes 30 seconds East, a distance of 30.00 feet to the POINT OF BEGINNING.  
Containing 900.00 square feet or 0.02 acres more or less.

When recorded, return to:

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

Number

10627840

**Schedule 1**

Date of Instrument:	7/19/2005
Recorded Date:	8/5/2005
Book/Page/Instrument:	Instrument No. 2120674

**Exhibit A**

**WEBER COUNTY, UT**

Tax ID: 15-032-0011, 0031

A lease by and between Jarrid D. Wimmer and Ashley Wimmer, 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 evidenced by a(n) Memorandum of Agreement recorded Book 1836, Page 228; Amended at Book 2217, Page 513.

Said leasehold interest was assigned to STC FIVE LLC, ("Lessor") and further subleased by such entity to **Global Signal Acquisitions II LLC**, ("Assignee") by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A part of the Northeast quarter of Section 12, Township 6 North, Range 2 West, Salt Lake Meridan, U.S. Survey: Beginning at a point on four mile Creek 11.44 chains West and North 1 deg.24' East 802.4 feet from the Southeast corner of said quarter Section; running thence South 63deg.05' West 333 feet along said creek; thence North 77deg.44' West 300 feet to West line of East half of said quarter section; thence North 430 feet along said line to South line of the Blair Tract, thence North 84deg.21' East 367 feet, thence North 13deg.32' East 47 feet, thence South 55deg.50' East 236.5 feet, thence South 1deg.24' West 217 feet more or less to beginning.

When recorded, return to:

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

Number

10627841



**Schedule 1**

Date of Instrument:	7/19/2005
Recorded Date:	8/5/2005
Book/Page/Instrument:	Instrument No. 2120674

**Exhibit A**

**WEBER COUNTY, UT**  
Tax ID: 18-055-0019 *pt ✓*

A lease by and between North Ogden City Corporation, 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 evidenced by a(n) Memorandum of PCS Site Agreement recorded Book 1838, Page 2557.

Said leasehold interest was assigned to STC FIVE LLC, ("Lessor") and further subleased by such entity to **Global Signal Acquisitions II LLC**, ("Assignee") by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

**Legal Description**

Being part of Lot 42, North Ogden Survey Plat "B" and described as follows:  
Beginning at a point South 00°15'00" West along monument line of Washington Boulevard 1708.63 feet and west 306.83 feet from the County Monument at the intersection of Washington Boulevard and Elberta Drive and running thence South 51°53'57" East 27.00 feet; Thence South 22°14'35" West 13.28 feet; thence North 85°52'05" West 12.93 feet; thence North 51°53'56" West 19.90 feet; thence North 38°06'03" East 20.00 feet to the point of beginning

When recorded, return to:

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

Number

10627842

**Schedule 1**

Date of Instrument:	7/19/2005
Recorded Date:	8/5/2005
Book/Page/Instrument:	Instrument No. 2120674

**Exhibit A**

**WEBER COUNTY, UT**

Tax ID: 08-001-0001 *pt ✓ file*

A lease by and between Ogden City, a municipal corporation, 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 evidenced by a(n) Memorandum of PCS Site Agreement recorded Book 1841, Page 240.

Said leasehold interest was assigned to STC FIVE LLC, ("Lessor") and further subleased by such entity to Global Signal Acquisitions II LLC, ("Assignee") by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

Beginning at a point North 939.61 feet and West 100.19 feet from the Southeast corner of Section I, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running thence South 45°42'28" West 30.00 feet; Thence North 44°17'32" West 30.00 feet; thence North 45°42'28" East 30.00 feet, thence South 44°17'32" East 30.00 feet to the point of beginning.

When recorded, return to:

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

Number

10627843

**Schedule 1**

Date of Instrument:	7/19/2005
Recorded Date:	8/5/2005
Book/Page/Instrument:	Instrument No. 2120674

**Exhibit A**

**WEBER COUNTY, UT**  
Tax ID: 06-019-0011 ✓ 0028pt ✓ *BA*

A lease by and between Washington Heights Corporation, 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 evidenced by a(n) Memorandum of PCS Site Agreement recorded Book 1838, Page 2561.

Said leasehold interest was assigned to STC FIVE LLC, ("Lessor") and further subleased by such entity to **Global Signal Acquisitions II LLC**, ("Assignee") by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

Part of the Southeast Quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Meridian, U.S. Survey: Beginning at a point 66 feet West of the Southeast corner of Section 8: Thence West 694 Feet to East line of Highway: Thence North 58' East along said line 1785 feet. More or Less, thence East 520 feet. More or less, thence South 14°04'18" East 142.99 Feet; Thence South 6°00'57" East 161.64 Feet: Thence South 15°02'02" East 219.83 Feet: Thence South 29°55'04" East 220.65 feet to a point 66 feet West of the East Section line; thence South to a point 870 feet North of the South line of said Section 8: Thence East 33 feet; thence South 540 feet: thence West 33 feet: thence south 330 feet to the point of beginning.

When recorded, return to:

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

Number

10627848

**Schedule 1**

Date of Instrument:	7/19/2005
Recorded Date:	8/5/2005
Book/Page/Instrument:	Instrument No. 2120674

**Exhibit A**

**WEBER COUNTY, UT**

Tax ID: 09-072-0024 ✓

A lease by and between Weber Basin Water Conservancy District, 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 evidenced by a(n) Memorandum of PCS Site Agreement recorded Book 1838, Page 2569; Amended at Book 2216, Page 2766.

Said leasehold interest was assigned to STC FIVE LLC, ("Lessor") and further subleased by such entity to Global Signal Acquisitions II LLC, ("Assignee") by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A Leasehold Estate, said lease area being a portion of the following described parent parcel:

Part of the Northeast quarter of Section 16, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey;

Beginning at the point of intersection of the South line of said Northeast quarter Section, and the East line of the Layton Canal right of way, said point lying Westerly along said section line 1836.7 feet, more or less, from the East quarter corner of said Section 16; and running thence North 24 degrees 26 minutes East along said canal right of way line 1137.64 feet, thence North 22 degrees 37 minutes East along said line 136.58 feet, thence Easterly, parallel to said section 848.5 feet, more or less, to an existing fence, thence South 18 degrees 42 minutes West along said fence 1244.9 feet, more or less, to the South line of said quarter section, thence Westerly along said section line 978.4 feet, more or less, to the point of beginning.

When recorded, return to:

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

Number

10627849