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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDAMERICA FINANCIAL GROUP IN
101 GATEWAY CENTRE PARKWAY
RICHMOND VA 23235
BY: NCT, DEPUTY - MA 10 P.

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

Prepared By: Sidley Austin Brown & Wood, 10 S. Dearborn St., Chicago, IL 60601
FRAMPTON (UT) - (5559)(SL03XC250)(3021940)(10627771)

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 July 22, 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: John F. Buchert

Title: Assistant Vice President

LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company

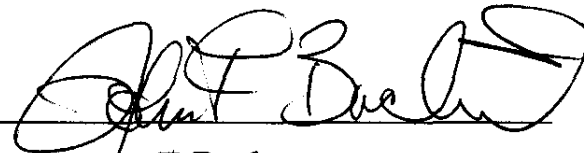
By: _____

Name: _____

Title: _____

SPRINT COLLOCATOR:

SPRINT SPECTRUM L.P.,
a Delaware limited partnership

By: 

Name: John F. Buchert

Title: Assistant Secretary

LESSEE BLOCK

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____, 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): _____

LESSOR BLOCK

State of Kansas }

County of Johnson }

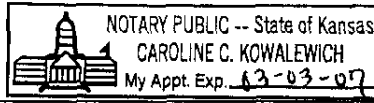
This instrument was acknowledged before me on August 28
2005 by John E. Buchert as Assistant Vice President of STV FARM LLC.

ident

Caroline C. Kowalewich
(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 August 28, 2005 by John F. Buchert as Assistant Secretary

SPRINT SPECTRUM REALTY COMPANY, L.P.
a Delaware limited partnership

Caroline C. Kowalewich
(signature of notarial officer)

(Seal, if any)

My appointment expires: _____

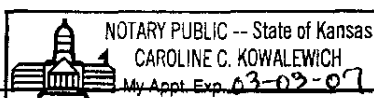


EXHIBIT A

Legal Description of Lessor's Leased Site

Located in the State of _____, County of _____, as described below.

FRAMPTON (UT) – (5559)(SL03XC250)(3021940)(10627771)

Schedule 1 (one)

Connection Number 10627771

A lease by and between Holladay Cleaners, Incorporated, 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 1/28/1997, in Book 7586, Page 712, 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]

Exhibit A

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

Beginning at a point that is North 38 deg. 00'30" West 109.98 feet from the most Easterly corner of the Paul Howard property as evidenced by deeds of record and described in that certain document recorded 12/29/83 in Book 5518 at Page 2014, said most Easterly corner being South 416.51 feet and East 549.52 feet and North 38 deg. 00'30" West 100.00 feet from the North quarter corner of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being North 38 deg. 00'30" West along the Holladay Boulevard monument line basis of bearing) 125.16 feet and South 51 deg. 40'15" West 45.05 feet and North 38 deg. 00'30" West 109.98 feet from the county monument at the intersection of said Holladay Boulevard and Arbor Lane; thence along a line between two existing building walls South 51 deg. 53'47" West 153.67 feet; thence North 37 deg. 51'40" West 96.74 feet to the most Westerly corner of said Paul Howard property; thence North 56 deg. East 153.80 feet (prior deed = 165.08 feet) to the most Northerly corner of said Paul Howard property; thence South 38 deg. 00'30" East 85.73 feet to the point of beginning.

Tax ID: 22-10-201-008

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10627771