


FILED S.W.PY CO. NE.  
INSTRUMENT NUMBER  
2005-34616

2005 SEP 20 11:23 AM

*Glenn J. Newling*

REGISTER OF DEEDS  
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COUNTER ah C.E. a  
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FEES \$ 58.50  
CHECK# 1013508481  
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**VOID**  
Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NC  
6/6/2005 12:43:30.72  
  
2005064788

**RECORDER NOTE**  
**CHECK METES + BOUNDS**  
**LAL 9.21-05**

**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  
SOUTHROADS MALL (NE) - (4261)(OM13XC422)(3020533)(10625403)

*RAB*  
*(E)*

LANDAMERICA COMMERCIAL SEARCH SVCS.  
9011 ARBORETUM PKWY  
RICHMOND VA 23236

*#1613505590*

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]

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: Monica E. Rademacher

Name: Monica E. Rademacher

Title: Assistant Vice President

LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,  
a Delaware limited liability company

By: Melissa J. Buda

Name: Melissa J. Buda  
Assistant General Counsel

Title: Real Estate

SPRINT COLLOCATOR:

SPRINT SPECTRUM L.P.,  
a Delaware limited partnership

By: Monica E. Rademacher

Name: Monica E. Rademacher

Title: Assistant Secretary

D

LESSOR BLOCK

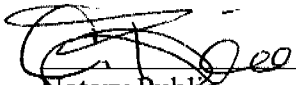
STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On 5/25 /2005, before me, the undersigned, personally appeared Monica E. Rademacher, 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 5/25 /2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Monica E. Rademacher, 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:

CHRISTINA L. BIANCO  
NOTARY PUBLIC, State of New York  
No. 01BI6098832  
Qualified in New York County  
Commission Expires Nov. 17, 2007

**NOTARIAL SEAL  
REGISTER OF DEEDS**

E

LESSEE BLOCK

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12<sup>th</sup> 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: Mary Lou DiMaggio  
Mary Lou DiMaggio

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



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

F

SPRINT COLLOCATOR BLOCK

STATE OF New York )

COUNTY OF New York ) ss.

On 5 / 24 /2005, before me, the undersigned, personally appeared **Monica E. Rademacher**, 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 **Monica E. Rademacher**, 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.

J. A. Wales  
Notary Public  
My commission expires:

JENNIFER A. WALES  
NOTARY PUBLIC, State of New York  
No. 01WA6103588  
Qualified in New York County  
Commission Expires Dec. 29, 2007

NOTARIAL SEAL  
REGISTER OF DEEDS

G

**Schedule 1 (one)**

**Connection Number 10625403**

A lease by and between United Investment Group Venture, as lessor ("Lessor"), and Sprint Spectrum, L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Unrecorded Memorandum of PCS Site Agreement affecting land described in attached legal description.

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



3 H.

## Legal Description

SARPY  
Property located in DOUGLAS, NE

### LOT L

A tract of land lying wholly within the southwest quarter of section 14, township 14 north, range 13 east of the 6th principal meridian, Sarpy county, Nebraska, containing the following parcels of land: all of lots 2C1A, 2C1B, 2C2, 3, 4A2, 4A2G, 4C, 5A, 5A2, 5C, 6A1A1, 6A1A2, 6A1A3, 6B, 7A1, 7B, 8A, 8A1, 8A2, 8A3, 8C, AND 8D, of Clintons, subdivision in said section 14, all of tax lots F2B1B1, F2B1B2 and G4 in said section 14 all of lots 7 and 10 parts of lots 11 and 12 of Lawndale subdivision in said section 14, all of lots 1 and 2 and part of lots 3, 6, and 7 of Bull's subdivision in said section 14, also portions of vacated prairie avenue. Said tract of land is more particularly described as follows:

Beginning at the point of intersection of the northerly right of way line of Childs road and the southwesterly right of way line of prairie avenue, thence south 90 deg 00 min west (assumed) along the northerly right of way line of Childs road a distance of 1099.18 ft to a point on the easterly right of way line of state highway 73-75, thence north 15 deg 18 min west along the easterly right of way of state highway 73-75 a distance of 488.69 ft to a point, thence in a northwesterly direction along the right of way line of state highway 73-75 and said right of way line being on a curve to the left and said curve having a radius of 2,914.9 ft a distance of 462.92 ft to a point on the southerly right of way line of Brewster road, thence north 73 deg 25 min 50 sec east along the southerly right of way of Brewster road a distance of 654.09 ft to a point, thence north 69 deg 00 min 48 sec continuing along the southerly right of way line of Brewster Road a distance of 354.84 ft to a point on the westerly right of way line of vacated prairie avenue, thence north 76 deg 10 min 04 sec east a distance of 20.62 ft to a point on the centerline of vacated prairie avenue a distance of 134.97 ft to a point, thence south 89 deg 44 min 06 sec east a distance of 20.00 ft to a point on the easterly right of way line of vacated prairie avenue thence south 88 deg 38 min 21 sec east a distance of 185.13 ft to a point, thence south 00 deg 15 min 39 sec west a distance of 75.56 ft to a point, thence north 87 deg 18 min 39 sec east a distance of 82.60 ft to a point, thence south 00 deg 15 min 39 sec west a distance of 71.70 ft to a point, thence north 89 deg 42 min 21 sec west a distance of 37.66 ft to the northeast corner of lot 7 o Lawndale subdivision, thence south 00 deg 16 min 07 sec west along the easterly line of lots 7 & 10 and the easterly line of lots 7 and 10 extended south a distance of 610.98 ft to a point on the southerly line of lot 12 of Lawndale subdivision, thence north 89 deg 45 min 09 sec west a distance of 29.54 ft to the southwest corner of lot 12 of Lawndale subdivision thence south 55 deg 04 min 07 sec west a distance of 15.00 ft to a point on the centerline of vacated Prairie avenue thence south 34 deg 55 min 53 sec east along the centerline of vacated prairie ave a distance of 349.00 ft to a point thence south 10 deg 19 min 35 sec east a distance of 36.03 ft to the point of beginning.

When recorded, return to:

GS Project

2005-34616 I

LandAmerica CLS  
9011 Arboretum Parkway, Ste. 300  
Richmond, VA 23236  
Connection Number 10625403