



MISC 2005064791



JUN 06 2005 12:43 P 10

M

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/6/2005 12:43:34.88



2005064791

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
MILLARD WEST HS (NE) -- (4241)(OM13XC212)(3020513)(10625394)

MISC
FEE 5050 FB 01-00000
10 BKP 9-14-11 C/D COMP
DEL SCAN FV
#16135 05590

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.

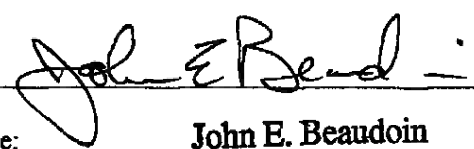
[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date as defined above.

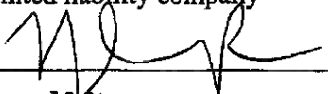
LESSOR:

STC FIVE LLC,
a Delaware limited liability company

By: 
Name: John E. Beaudoin
Title: Assistant Vice President

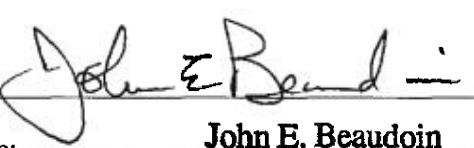
LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company

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

SPRINT COLLOCATOR:

SPRINT SPECTRUM L.P.,
a Delaware limited partnership

By: 
Name: John E. Beaudoin
Title: Assistant Secretary

MILLARD WEST HS (NE) - (4241)(OM13XC212)(3020513)(10625394)

LESSOR BLOCK

STATE OF New York)

COUNTY OF New York) ss.

On 5/24 /2005, before me, the undersigned, personally appeared John E. Beaudoin, 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 E. Beaudoin, 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. 01B16098832
Qualified in New York County
Commission Expires Nov. 17, 2007

NOTARIAL SEAL
REGISTER OF DEEDS

LESSEE BLOCK

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12th 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

Name (printed, typed or stamped): Mary Lou DiMaggio



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

MILLARD WEST HS (NE) - (4241)(OM13XC212)(3020513)(10625394)

SPRINT COLLOCATOR BLOCK

STATE OF New York)

) ss.

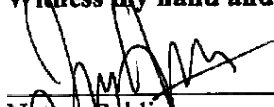
COUNTY OF New York)

On 5 / 24 /2005, before me, the undersigned, personally appeared John E. Beaudoin, 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 E. Beaudoin, 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:

JAMES HEYWORTH
NOTARY PUBLIC, State of New York
No. 01HE6096624
Qualified in New York County
Commission Expires Aug. 4, 2007

NOTARIAL SEAL
REGISTER OF DEEDS

Schedule 1 (one)**Connection Number 10625394**

A lease by and between School District No. 17 Millard Public School District, as lessor ("Lessor"), and Sprint Spectrum L.P., as lessee ("Lessee") as evidenced by a(n) Unrecorded Agreement affecting land described in attached legal description.

[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:

That part of the Northwest Quarter of Section 9, Township 14 North, Range 11 East of the 6th P.M. Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the said NW 1/4 of Section 9;

Thence North 00 degrees 10' 55" West (bearings referenced to the Final Plat of Mission Park, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 298.15 feet along the west line of the said NW 1/4 of Section 9;

Thence continuing North 00 degrees 10' 55" West for 1816.44 feet along the said west line of the NW 1/4 of Section 9;

Thence North 89 degrees 21' 22" East for 633.02 feet parallel with and 533.00 feet south of the north line of the said NW 1/4 of section 9;

Thence North 00 degrees 10' 55" west for 533.02 feet parallel with the 633.00 feet east of the said west line of the NW 1/4 of Section 9 to the north line of the said NW 1/4 of Section 9;

Thence north 89 degrees 21' 22" East for 1066.58 feet along the said north line of the NW 1/4 of Section 9;

Thence South 00 degrees 38' 38" East for 200.00 feet;

Thence along a curve to the right (having a radius of 1000.00 feet and a long chord bearing South 18 degrees 45' 15" West for 664.26 feet) for an arc length of 677.12 feet;

Thence along a curve to the left (having a radius of 1000.00 feet and a long chord bearing South 18 degrees 59' 07" West for 656.65 feet) for an arc length of 669.06 feet;

Thence South 00 degrees 10' 55" East for 414.61 feet parallel with and 1270.00 feet east of the west line e of the said NW 1/4 of Section 9;

Thence along a curve to the right (having a radius of 500.00 feet and a long chord bearing South 44 degrees 49' 05" West for 707.11 feet) for an arc length of 785.40 feet;

Thence South 89 degrees 49' 05" West 770.00 feet to the Point of Beginning.

Contains 67.85 acres including 2.18 acres of existing county roadway easement.

Tax ID: 1052-0000-08

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300



Richmond, VA 23236
Connection Number 10625394

