

#1192

FILED  
CASS COUNTY, NE.

2005 FEB 27 PM 1:41

BK 64 OM 115 PG 901  
PATRICIA WEISINGER  
REGISTER OF DEEDS

#1192 4550

COMPARED

**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  
KENNEDY (NE) - (4236)(OM03XC308)(3020508)(10625381)

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 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.*

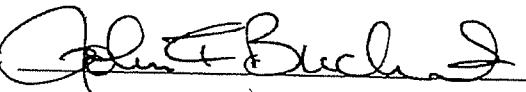
This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the Conversion Closing Date.

LESSOR:

STC FIVE LLC,  
a Delaware limited liability company

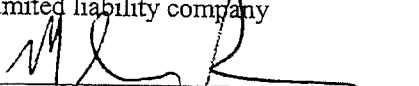
By: 

Name: John F. Buchert

Title: Assistant Vice President

LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,  
a Delaware limited liability company

By: 

Name: Melissa J. Byda

Title: ~~Assistant General Counsel~~  
Real Estate

Title: \_\_\_\_\_

SPRINT COLLOCATOR:

SPRINT SPECTRUM L.P.,  
a Delaware limited partnership

By: 

Name: John F. Buchert

Title: Assistant Secretary

LESSEE BLOCK

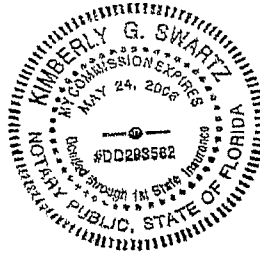
STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of January, 2006 by Melissa S. 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: \_\_\_\_\_

*Kimberly G. Swartz*

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



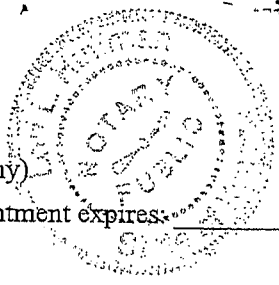
LESSOR BLOCK

State of Kansas }

County of Johnson }

This instrument was acknowledged before me on January 20,  
2006 by John F. Buchert as Assistant Vice President STC Five LLC,  
ident a Delaware limited liability company

[Signature]  
(signature of notarial officer)



(Seal, if any)

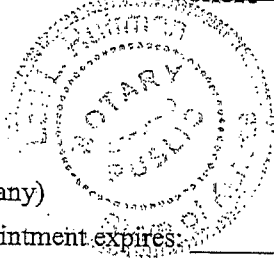
My appointment expires \_\_\_\_\_

My Commission Expires  
July 2, 2008

SPRINT COLLOCATOR BLOCK

State of Kansas }  
County of Johnson }

This instrument was acknowledged before me on January 20  
2006 by John E. Buchert as Assistant Secretary Sprint Communications L.P.  
a Delaware limited partnership



Toni R. Hoffman  
(signature of notarial officer)

My Commission Expires  
July 2, 2008

**Schedule 1 (one)**

**Connection Number 10625381**

A lease by and between Bar-W Enterprises, L.L.C., 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 1/22/1997 , in Book 49, Page 444, 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]



#1192

**Exhibit A**

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

Lot 2, Replat of Lots 1 and 2, an Administrative Subdivision located in the Southwest 1/4 of Section 26, Township 12 North, Range 9 East, of the 6th P.M., Cass County, Nebraska.

Tax ID: 130103071

When recorded, return to:

GS Project  
LandAmerica CLS  
9011 Arboretum Parkway, Ste. 300  
Richmond, VA 23236  
Connection Number 10625381