



Doc#: 0527303029 Fee: \$40.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/30/2005 11:44 AM Pg: 1 of 9

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 TWO LLC, a Delaware limited liability company ("*Lessor*"), GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("*Lessee*"), and SPRINTCOM, INC., a Kansas corporation ("*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

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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 6, 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.

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

LESSOR:

STC TWO LLC,
a Delaware limited liability company

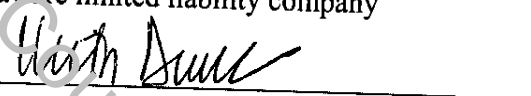
By: 

Name: Monica E. Rademacher

Title: Assistant Vice President

LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company

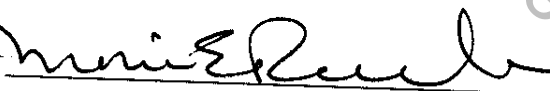
By: 

Name: Keith Drucker

Title: Vice President
Corporate Development

SPRINT COLLOCATOR:

SPRINTCOM, INC.,
a Kansas corporation

By: 

Name: Monica E. Rademacher

Title: Assistant Secretary

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LESSEE BLOCK

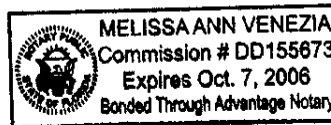
STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 16th day of August, 2005 by Keith Drucker, 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: Melissa Ann Venezia

Name (printed, typed or stamped): _____



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LESSOR BLOCK

State of Kansas }

County of Johnson }

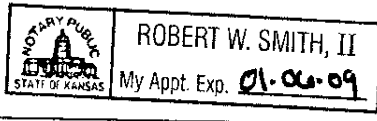
This instrument was acknowledged before me on July 28,
2005 by Monica Rademacher as Assistant Vice President of STW LLC.

Assistant Vice President

[Signature]
(signature of notarial officer)

(Seal, if any)

My appointment expires: _____



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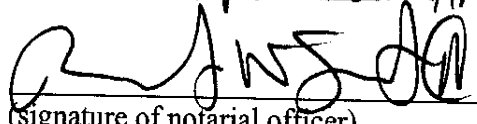
SPRINT COLLOCATOR BLOCK

State of Kansas }

County of Johnson }

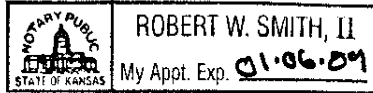
This instrument was acknowledged before me on July 28, 2005 by Monica E. Rademacher of Sprint Com, Inc

Assistant Secretary



(signature of notarial officer)

(Seal, if any)



My appointment expires: _____

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EXHIBIT A

Legal Description of Lessor's Leased Site

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

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Version 4

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August 97

Site Name 1629 N. Mannheim Road

PCS Site Agreement

Site I. D. CH03XC284G

Site Description

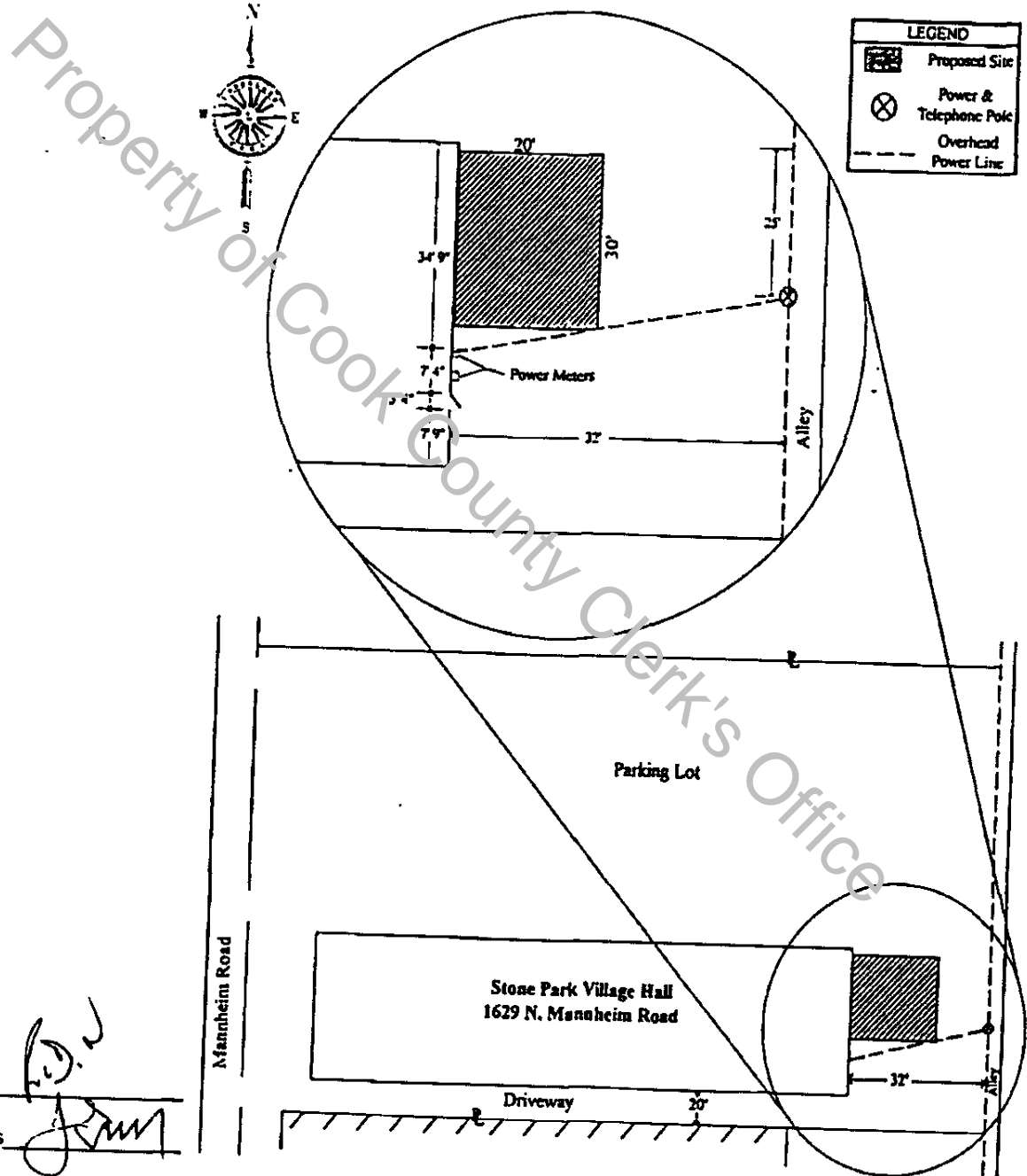
Site situated in the Village of Stone Park, County of Cook, State of Illinois commonly described as follows:

1629 N. Mannheim Road, Stone Park, Illinois 60165

Legal Description: LOTS 58, 59, 60 AND 61 IN BLOCK 19 IN H. O. STONE AND COMPANY'S WORLDS FAIR ADDITION TO SECTION 4, TOWNSHIP 19 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-04-116-026, 15-04-116-027, 15-04-116-028, 15-04-116-029.

Sketch of Site:



Owner Initials

[Handwritten initials]

SprintCom Initials

[Handwritten initials]

Note: Owner and SprintCom may, at SprintCom's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]