UNOFFICIAL COM

AFTER RECORDING, PLEASE RETURN TO: LandAmerica Commil Lender Svcs 9011 Arboretum Pkwy, Ste 300 Richmond, VA 23236 Attn: Amonea Weben



Doc#: 0602622081 Fee: \$42.50

Eugene "Gene" Moore

Cook County Recorder of Deeds

Date: 01/26/2006 03:24 PM Pg: 1 of 10

SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE

THIS SITE "ESIGNATION 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"), an 1 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

SY PID MY BMR

Prepared By: Sidley Austin Brown & Wood, 10 S. Dearborn St., Chicago, IL 60601 NATIONAL JOCKEY CLUB (IL) – (0781)(CH01XC121)(3016720)(No Title)

Prepar NATIO

UNOFFICIAL COPY

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 subleuse 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 Collocator a 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.

UNOFFICIAL COPY

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.

The pursu.

Property of Cook County Clerk's Office

0602622081 Page: 4 of 9

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first set forth above.

	LESSOR:
	STC TWO LLC, a Delaware limited liability company
A)	By: John Bowlin
700	Name:
	John F. Buchert
	Title: Assistant Vine President
Ox	Assistant Vice President
	LESSEE:
	CI OBAL SIGNAL ACQUISITIONS II LLC,
	a Delaware limited liability company
	By: Luch Du
	Name: Keith Drucker
	Vice President

Corporate Development

SPRINT COLLOCATOR:

SPRINTCOM, INC., a Kansas corporation

Title:

Name: John F. Buchert

Title: Assistant Secretary

0602622081 Page: 5 of 9

UNOFFICIAL COPY

LESSOR BLOCK

STATE OF 1/2W /ak)
COUNTY OF JOHN JOLES.
On 5 /25 /2005, before me, the undersigned, personally appeared John F. Buchert, personally known to me (or
proved to me on the basis of satisfactory existence the person(s) whose name(s) is/are succepted 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) co 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 $\frac{5}{25}$ /2005, before me, the undersigned, a Notary Public in and for said State, personally appeared, personally
personally appeared, 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 whole instrument and acknowledged to me that
whose name(s) is (are) subscribed to that which 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.
the individual(s) acted, executed the instrument. Witness my hand and official seal. Notary Public My commission expires: VANESSA A. TEMPLE NOTARY PUBLIC, State of New York No. 01TE6100313 Qualified in New York County Commission Expires Oct. 14, 2007
Notary Public T
My commission expires:
VANESSA A. TEMPLE NOTARY PUBLIC, State of New York

0602622081 Page: 6 of 9

UNOFFICIAL COPY

LESSEE BLOCK

STATE OF FLORIDA	
COUNTY OF SARASOTA	5th
The foregoing instrument was according to the second of th	isitions II LLC, a limited liability company.
	ignature: ORomi Stu
Name (printed, typed or s	tamped):
Cof	NOTARY PUBLIC STATE OF FLORIDA C. J. Bannister Comm. # DD 194706 Comm. Exp. Mar 19, 2007
	C/O/A/S O/FICO

0602622081 Page: 7 of 9

UNOFFICIAL COPY

SPRINT COLLOCATOR BLOCK

STATE OF New YORK
COUNTY OF New YORK SS.
On 5/05/2005, before me, the undersigned, personally appeared John F. Buchert , personally known to me (or
prove (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) or 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 <u>5/85/2005</u> , before me, the undersigned, a Notary Public in and for said State, personally appeared John F. Buchert , personally
known to me or proved to me on the basis or 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. Halle
Notary Public /
My commission expires:
the individual(s) acted, executed the instrument. Witness my hand and official seal. Notary Public My commission expires: KIMBERLY L GALLMAN Notary Public - State of New York NO. 01GA6120556 Qualified in Kings County My Commission Expires // Jan 1988

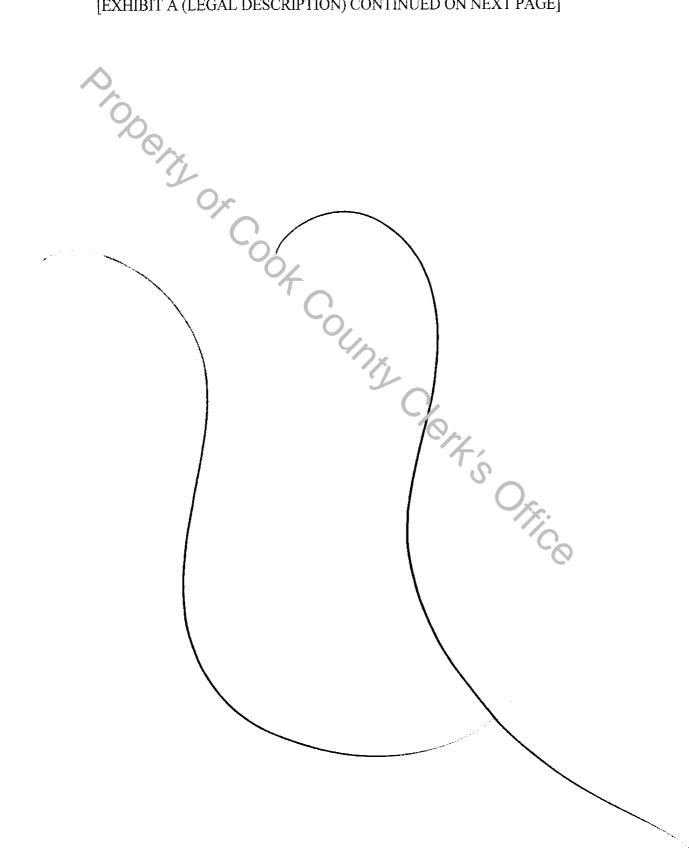
0602622081 Page: 8 of 9

UNOFFICIAL COPY

Schedule One

A lease from Dational Jockey Club to SprintCom, Inc., a Kansas corporation and assigned by unrecorded assignment to STC TWO LLC, a Delaware limited liability company.

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



0602622081 Page: 9 of 9

UNOFFICIAL COPY

EXHIBIT A

February 15, 2001

Site Name: Sportsman's Park

PCS Site Agreement
Site Description

Site I. D. CH01XC121(M)

Site Description
Site situated in the Town of Cicero, County of Cook, State of Illinois commonly described as follows:
3301 S. Laramie Avenue, Cicero, Illinois 60804
Legal Description:
A Resubdivision of Block 26 in Hawthorne's Subdivision of the Southeast 1/4 of Section 28, Township 39 North, Range 13 and the North 1/2 of the Northeast 1/4 of Section 33, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.*** Sketch of Site:
Sketch of Site:
SEE ATTACHED SHEET SOOF COUNTY CONTROL OF COUNTY
Owner Initials
SprintCom 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.]