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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 046223

2005 JUN -6 PM 2:51

MICHAEL A. BROWN
RECORDER

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*").

Document is
NOT OFFICIAL!

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
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→ LandAmerica Financial Group Inc
9011 Arboretum Parkway Ste 300
Richmond, VA 23235

OK 1413505222
25-00
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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 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.


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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

By: 

Name: Monica E. Rademacher

Title: Assistant Vice President

LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company

By: 

Name: Keith Drucker
Vice President

Title: Corporate Development

SPRINT COLLOCATOR:

SPRINTCOM, INC.,
a Kansas corporation

By: 

Name: Monica E. Rademacher

Title: Assistant Secretary



LESSOR BLOCK

STATE OF New York)

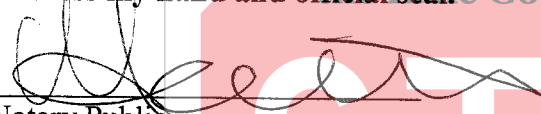
COUNTY OF New York)^{ss.}

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:

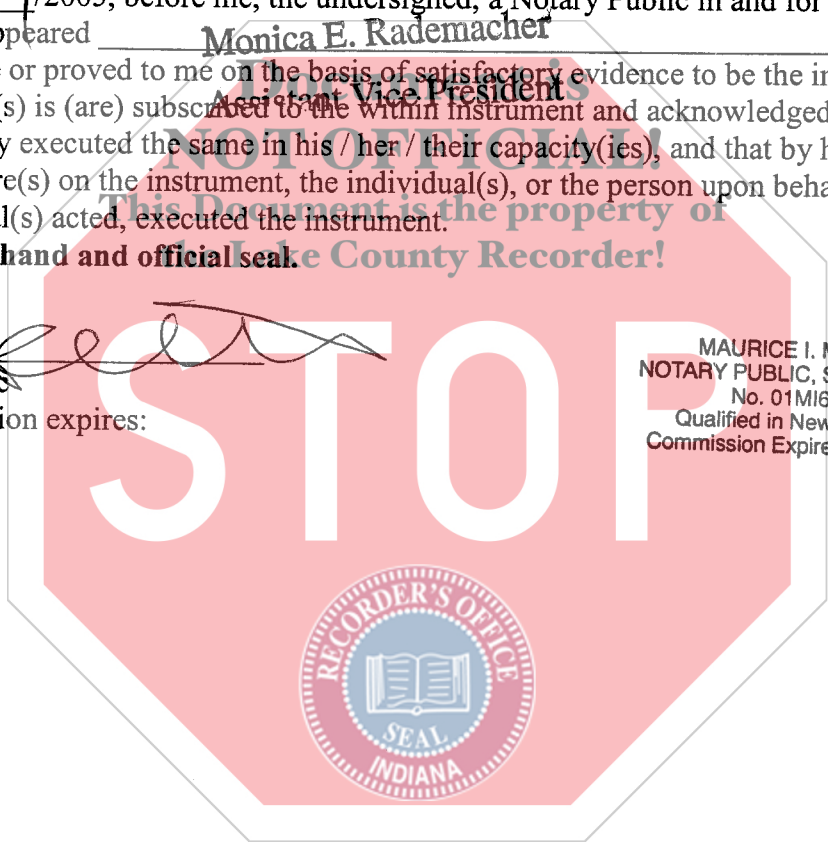
On 5/24/2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Monica E. Rademacher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to 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.


Notary Public

My commission expires:

MAURICE I. MICHAANE
NOTARY PUBLIC, State of New York
No. 01MI6101194
Qualified in New York County
Commission Expires Nov. 10, 2007



SPRINT COLLOCATOR BLOCK

STATE OF NEW YORK)

COUNTY OF NEW YORK) ss.

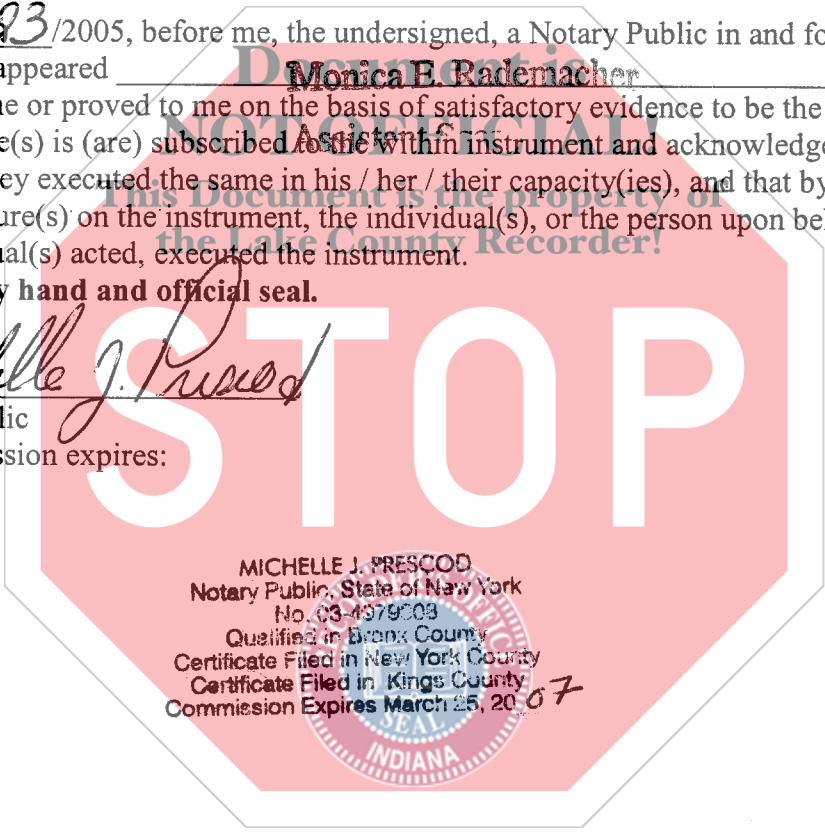
On 5/23 /2005, before me, the undersigned, personally appeared Monica E. Rademacher, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the ~~within instrument~~ ^{Assistant Secretary} and acknowledged to me that he/she/they 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 5/23 /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~~ ^{Assistant Secretary} 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.

Michelle J. Prescod
Notary Public
My commission expires:



LESSEE BLOCK

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of May, 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): _____



Schedule 1 (one)

Connection Number 10624325

A lease by and between Joseph Izynski, Sr., as lessor ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) PCS Site Agreement recorded 5/28/1999 , in Doc. No. 99045385, affecting land described in attached legal description.

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



Exhibit A

Legal Description Lots 1,2,3,4,5,and 6 in Block I addition to Gary Land Company's Eleventh Subdivision in the City of Gary, as per plat thereof, recorded in Plat Book 15, page 19 in the Office of the Recorder of Lake County, Indiana.

Tax ID: 25-44-0307.0005

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10624325

