

12

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2005 046226

2005 JUN -6 PM 2:52

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**").



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  
NIPSCO - WOLF LAKE SUB (IN) - (0864)(CH03XC181)(3016803)(10624330)

→ Land America Financial

Handwritten notes: #1613505228, 31, and initials.

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 date first set forth above.

LESSOR:

STC TWO LLC,  
a Delaware limited liability company

By: 

Name: **Don R. Mueller**

Title: **Assistant Vice President**

LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,  
a Delaware limited liability company

By: 

Name: **Keith Drucker**

Title: **Vice President**

Title: **Corporate Development**

SPRINT COLLOCATOR:

SPRINTCOM, INC.,  
a Kansas corporation

By: 

Name: **Don R. Mueller**

Title: **Assistant Secretary**

LESSOR BLOCK

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On 5/24 /2005, before me, the undersigned, personally appeared Don R. Mueller, 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:

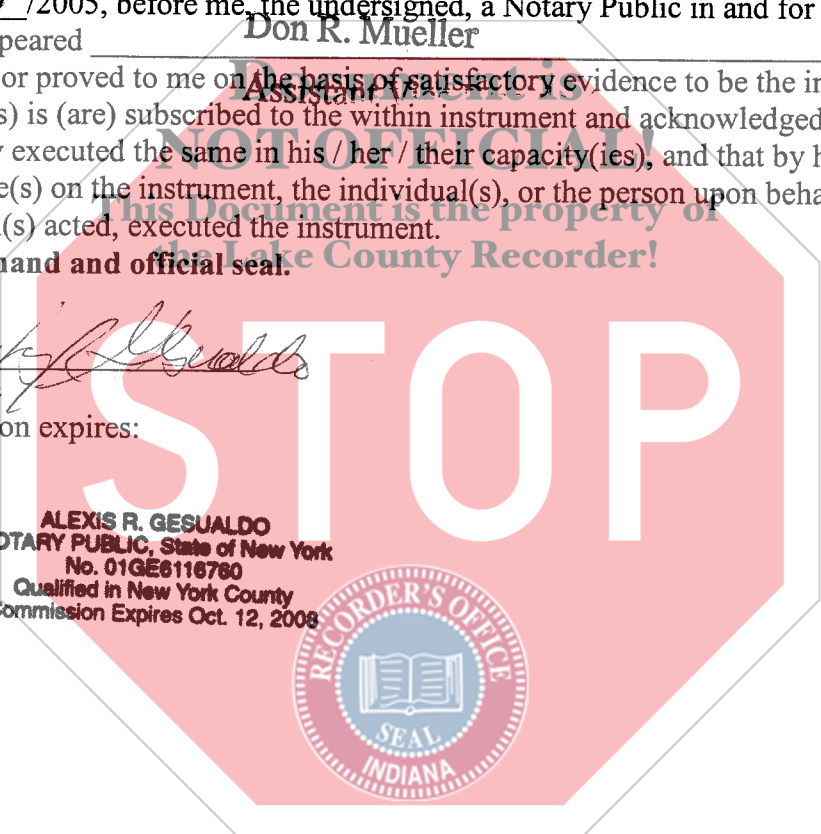
On 5/24 /2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Don R. Mueller, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me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

Alexis R. Gesualdo  
Notary Public

My commission expires:

ALEXIS R. GESUALDO  
NOTARY PUBLIC, State of New York  
No. 01GE8116780  
Qualified in New York County  
Commission Expires Oct. 12, 2008



LESSEE BLOCK

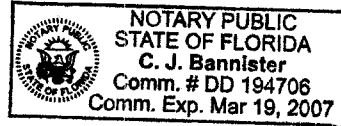
STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of May, 2005 by Lesn Ducker, 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: *C. J. Bannister*

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



SPRINT COLLOCATOR BLOCK

STATE OF New York )

COUNTY OF New York ) ss. )

On 5/24/2005, before me, the undersigned, personally appeared Don R. Mueller, 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:

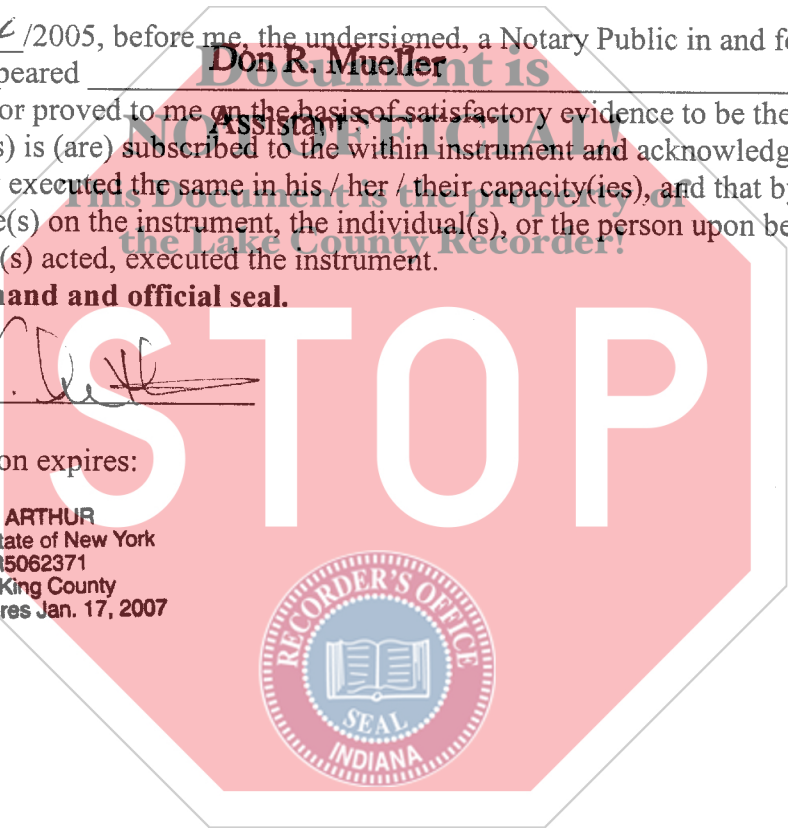
On 5/24/2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Don R. Mueller, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that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

Verna V. Arthur  
Notary Public

My commission expires:

**VERNA V. ARTHUR**  
Notary Public, State of New York  
No. 01AR5062371  
Qualified in King County  
Commission Expires Jan. 17, 2007



**Schedule 1 (one)**

**Connection Number 10624330**

A lease by and between Northern Indiana Public Service Company, an Indiana corporation, as lessor ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) PCS Site Agreement recorded 8/21/1998 12:00:00 AM, in Document No. 98065938, 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:

Parcel 1:

A parcel of land in the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 36, Township 38 North Range 10 West of the Second Principal Meridian and described as follows:

Beginning at a point on the South line of said Section 36, said point also being on the Easterly line of the Northern Indiana Public Service Company's right of way as of the date hereof; thence Northerly along the Easterly line of the said Northern Indiana Public Service Company's right of way a distance of five hundred fifty and 00/100 (550.00) feet to a point; thence Southeasterly a distance of five hundred sixty-four and 66/100 (564.65) feet to a point on the south line of said Section 36 said point being four hundred thirty-three and 71/100 (433.71) feet Easterly of the Southwest corner of said Section 36; thence Westerly along the South line of said Section 36 a distance of one hundred and 16/100 (100.16) feet to the point of beginning; containing 0.6315 acres, more or less.

Parcel 2:

A parcel of land in the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 36, Township 36 North, Range 10 West of the Second Principal Meridian and is the Northwest Quarter of Section 1, Township 30 North, Range 10 West of the Second Principal Meridian and described as follows:

Beginning at a point which is eighty-three and 00/100 (83.00) feet Easterly of the West line of said Section 36 measured at right angles thereto, said point also being three hundred seventy eight and 17/100 (378.17) feet Southerly of the center line of 108th Street measured along a line parallel to the West line of said Section 36, said point also being the Southerly line of the Northern Indiana Public Service Company's right of way as of the date hereof; thence Easterly along the Southerly line of the said Northern Indiana Public Service Company's right of way a distance of one hundred and 00/100 feet to a point on the Westerly line of the said Northern Indiana Public Service Company's right of way, thence Southerly along the Westerly line of the said Northern Indiana Public Service Company's right of way a distance of five hundred sixty and 00/100 (560.00) feet to a point; thence Northwesterly a distance of five hundred sixty-eight and 95/100 (568.95) feet to the point of beginning; containing 0.6428 acres, more or less.

Parcel 3:

A parcel of land in the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian and described as follows:

Beginning at a point on the North line of said Section 1, said point being three hundred thirty-three and 55/100 (333.55) feet Easterly of the Northwest corner of said Section 1, said point also being on the Easterly line of the Northern Indiana public service Company's right of way as of the date hereof;  
thence Easterly along the North line of said Section 1 a distance of one hundred and 16/100 (100.16) feet to a point which is one hundred and 00/100 (100.00) feet distance from the Easterly line of the said Northern Indiana Public Service Company's right of way measured at right angles thereto; thence Southerly parallel to and one hundred and 00/100 (100.00) feet distance from the Easterly line of the said Northern Indiana Public Service Company's right of way a distance of one thousand nine hundred eighty-seven and 70/100 (1987.70) feet to the center line of 112th Street in Illinois extended Easterly, thence Westerly along the center line of 112th Street in Illinois extended easterly a distance of one hundred and 00/100 (100.00) feet to a point on the Easterly line of the said Northern Indiana Public Service Company's right of way said point also being three hundred thirty three and 00/100 feet Easterly of the West line of said Section 1 measured at right angles thereto; thence Northerly along the Easterly line of said Northern Indiana Public Service's Company's right of way a distance of one thousand nine hundred ninety-four and 61/100 (1994.61) feet to the point of beginning; containing 4.571 acres more or less.

Parcel4:

A parcel of land in the West half (W $\frac{1}{2}$ ) of Section 1 Township 37 North, Range 10 West of the Second Principal Meridian and described as follows:

Beginning at a point on the center line of 112th Street in Illinois extended Easterly, said point being three hundred thirty three and 00/100 (333.00) feet Easterly of the West line of said Section 1, measured at right angle thereto, said point also being on the Easterly line of the Northern Indiana Public Service Company's right of way as of the date hereof; thence Easterly along the center line of 112th street in Illinois extended a distance of one hundred and 00/100 (100.00) feet to a point which is one hundred and 00/100 (100.00) feet Easterly of the Easterly line of the said Northern Indiana Public Service Company's right of way, measured at right angles thereto; thence Southerly parallel to and one hundred and 00/100 (100.00) feet distant from the Easterly line of the said Northern Indiana Public Service Company's right of way, a distance of two thousand three hundred thirty-eight and 16/100 (2338.16) feet to a point which is four hundred thirty-three and 00/100 (433.00) feet Easterly of the West line of said Section 1 said point also being two hundred ninety-four and 34/100 (294.34) feet Southerly of the North line of the South Half (S $\frac{1}{2}$ ) of the South Half (S $\frac{1}{2}$ ) of said Section 1 measured along a line parallel to the West line of said Section 1; thence Westerly a distance of one hundred one and 02/100 (101.02) feet to a point which is three hundred thirty - three and 00/100 (333.00) Easterly of the West line of said Section 1 measured at right angles thereto and which is three hundred thirteen and 00/100 (313.00) feet Southerly of the North line of the South half (S $\frac{1}{2}$ ) of the South Half (S $\frac{1}{2}$ ) of said Section 1 measured along a line parallel to the West line of said Section 1, said point also being on the Easterly line of the said

Northern Indiana Public Service Company's right of way; thence Northerly along the Easterly line of the said Northern Indiana Public Service Company's right of way a distance of two thousand three hundred fifty-two and 29/100 (2352.29) feet to the point of beginning; containing 5.3839 acres, more or less.

Parcel 5:

A parcel of land in the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 1 Township 37 North, Range 10 West of the Second Principal Meridian and described as follows:

Beginning at a point on the South line of said Section 1 said point being six hundred thirty-nine and 34/100 (639.34) feet Easterly of the Southwest corner of said Section 1 measured along the South line of said Section 1, said point also being on the Easterly line of the Northern Indiana Public Service Company's right of way as of date hereof; thence Northwesterly along the Easterly line of the said Northern Indiana Public Service Company's right of way a distance of one thousand eight-eight and 74/100 (1088.74) feet to a point; said point being three hundred thirty-three and 00/100 (333.00) feet Easterly of the west line of said Section 1, measured at right angles thereto, said point being three hundred thirteen and 00/100 (313.00) feet Southerly of the North line of the South Half (S  $\frac{1}{2}$ ) of the South Half (S  $\frac{1}{2}$ ) of said Section 1, measured along a line parallel to the West line of said Section 1; thence Easterly a distance of one hundred and 02/100 (101.02) feet to a point which is four hundred thirty-three and 00/100 (433.00) feet Easterly of the West line of said Section 1 measured at right angles thereto, said point also being two hundred ninety-four and 34/100 (294.34) feet Southerly of the north line of the South Half (S  $\frac{1}{2}$ ) of said Section 1, measured along a line parallel to the west line of said Section 1; thence Southeasterly parallel to and one hundred and 00/100 (100.00) feet distinct from the Easterly line of the said Northern Indiana Public Service Company's right of way a distance of one thousand one hundred eight and 08/100 (1108.08) feet to the South line of said Section 1; thence Westerly along the South line of said Section 1 a distance of one hundred five and 50/100 (105.50) feet to the point of beginning, containing 2.5216 acres, more or less.

Parcel 6:

A parcel of land in the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section 12, Township 37 North Range 10 West of the Second Principal Meridian and described as follows:

Beginning at a point being six hundred thirty nine and 34/100 (639.34) feet Easterly of the Northwest corner of said Section 12, said point also being on the Easterly line of the Northern Indiana Public Service Company's right of way as of the date hereto; thence Easterly along the North line of said Section 12 a distance of one hundred five and 50/100 (105.50) feet to a point which is one hundred and 00/100 (100.00) feet Easterly of the Easterly line of the said Northern Indiana Public Service Company's right of way measured at right angles thereto; thence Southeasterly parallel to and one hundred and 00/100 (100.00) feet distant from the Easterly line of the said Northern Indiana Public Service Company's right of way a distance of one thousand four hundred twenty-four and

93/100 (1424.93 feet to a point which said point being one thousand one hundred forty-four and 20/100 (1144.20) feet Easterly of the West line of said Section 12 measured at right angles thereto, said point also being one thousand three-hundred thirty-one and 43/100 (1331.48) feet Northerly of the East and West center line of said Section 12; thence Westerly a distance of one hundred four and 20/100 (104.20) feet to a point on the Easterly line of said Northern Indiana Public Service Company's right of way, which said point being one thousand forty and 00/100 (1040.00) feet Easterly of the West lines said Section 12 measured at right angles thereto and which said point being also one thousand three hundred twenty-eight and 20/100 (1328.20) feet Northerly of the East and West center line of said Section 12 measured along a line which is parallel to the West line of said Section 12; thence Northwesterly along the Easterly line of the said Northern Indiana Public Service Company's right of way a distance of one thousand four hundred twenty-nine and 30/100 (1429.30) feet to the point of beginning, containing 3.2762 acres more or less

Tax ID: 26-37-0099-0006

When recorded, return to:

GS Project  
LandAmerica CLS  
9011 Arboretum Parkway, Ste. 300  
Richmond, VA 23236  
Connection Number 10624330

