

14

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2005 051829

2005 JUN 28 AM 10:05

MICHAEL A. [unclear]  
RECORDER

Prepared by and when recorded, return to:

Melissa Buda, Esq. @ Global Signal  
301 N. Cattlemen Rd, Sarasota, FL 34232

Instrument:

Declaration

Dated:

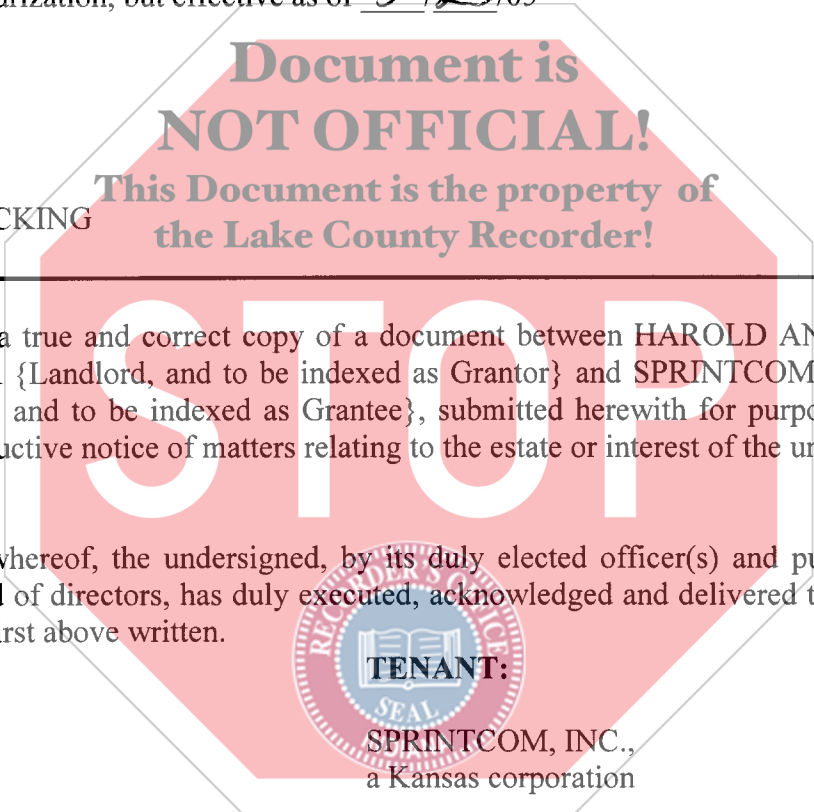
As of the earliest notarization, but effective as of 5/23/05

Tower #:

3016996

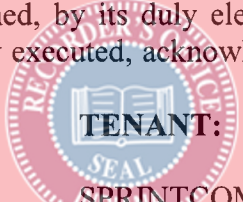
Premises:

ENTERPRISE TRUCKING



Attached is a true and correct copy of a document between HAROLD ANTONSON AND MICHEAL KIBLER {Landlord, and to be indexed as Grantor} and SPRINTCOM, INC., a Kansas corporation {Tenant, and to be indexed as Grantee}, submitted herewith for purposes of clarifying and providing constructive notice of matters relating to the estate or interest of the undersigned in real property.

In witness whereof, the undersigned, by its duly elected officer(s) and pursuant to proper authority of its board of directors, has duly executed, acknowledged and delivered this instrument as of the day and year first above written.



**TENANT:**  
SPRINTCOM, INC.,  
a Kansas corporation

By: *Monica E. Rademacher*  
Name: Monica E. Rademacher  
Title: Assistant Secretary

# 10135 04270  
39.00  
AD

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 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 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:

**JENNIFER KRAFT**  
NOTARY PUBLIC, State of New York  
No. 01KR6115588  
Qualified in New York County  
Commission Expires Sept. 7, 2008



EXHIBIT B

PCS Site Agreement

Memorandum of PCS Site Agreement

Site Name Enterprise Trucking  
Site I. D. 856A

(The Above Space For Recorder's Use Only)

Version 1

March 97

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated December 24 1997 between Harold Antonson and Michael E. Kibler ("Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom").

Such Agreement provides in part that Owner leases to SprintCom a certain site ("Site") located at 1000 Colfax Street, City of Gary, County of Lake, State of Indiana, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on \_\_\_\_\_, 19\_\_, which term is subject to four (4) additional five (5) year extension periods by SprintCom.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

Document is NOT OFFICIAL!  
This Document is the property of the Lake County Recorder!

"Owner"

"SprintCom"

Harold Antonson and Michael E. Kibler

SprintCom, Inc., a Kansas corporation

By: [Signature]  
Name: Harold Antonson  
Title: Owner

By: [Signature]  
Name: James G. Meyers

By: [Signature]  
Name: Michael E. Kibler  
Title: Owner

Title: Area Manager

See Exhibit B1 for continuation of Owner signatures

Address: 9801 W. Higgins  
2nd Floor  
Rosemont, IL 60018

Address: 1000 Colfax Street, Gary, IN 46406-1904

Owner Initials MK

Owner Initials [Signature]

SprintCom Initials [Signature]

Return Address: Sprint PCS  
9801 West Higgins Road, 2<sup>nd</sup> Floor  
Rosemont, IL 60018

Attach Exhibit A - Site Description

**EXHIBIT "A"**  
**Legal Description**

Parcel 1:

Lots 1 to 48, both inclusive, block 1, Caldwell's 12th Addition to Gary, as per plat thereof recorded in Plat Book 11, page 20, in the Office of the Recorder of Lake County, Indiana

Also described as Parcel Number 001-25-42-0032-0001

Parcel 2:

Lots 1 to 5, both inclusive, and Lots 30 to 48, both inclusive, Block 2, Caldwell's 12th Addition to Gary as per plat thereof recorded in Plat Book 11, page 20, in the Office of the Recorder of Lake County, Indiana.

Also described as Parcel Number 001-25-42-0033-0001 and Parcel Number 001-25-42-0033-0030

Parcel 3:

Lots 1 to 24 both inclusive, Block 3, Caldwell's 12th Addition to Gary, as per plat thereof recorded in Plat Book 11, page 20, in the Office of the Recorder of Lake County, Indiana.

Also described as Parcel Number 001-25-42-0034-0001

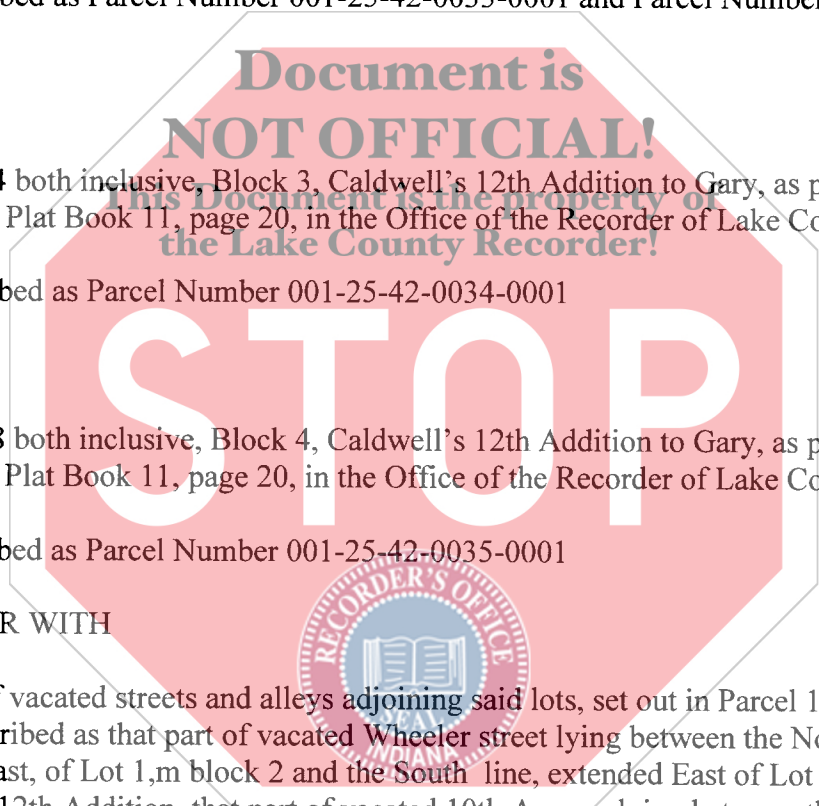
Parcel 4:

Lots 1 to 48 both inclusive, Block 4, Caldwell's 12th Addition to Gary, as per plat thereof recorded in Plat Book 11, page 20, in the Office of the Recorder of Lake County, Indiana.

Also described as Parcel Number 001-25-42-0035-0001

TOGETHER WITH

That part of vacated streets and alleys adjoining said lots, set out in Parcel 1 through 4, above, described as that part of vacated Wheeler street lying between the North line, extended East, of Lot 1, m block 2 and the South line, extended East of Lot 20, Block 3, Caldwell's 12th Addition, that part of vacated 10th Avenue lying between the East line extended South of Lot 30, Block 1 and the West line, extended South of Lot 30, Block 2 in Caldwell's 12th Addition; that part of vacated alley 54-West lying between the North line, extended West, of Lots 48 in block 1 and the South line, extended West of Lot 19, block 4, Caldwell's 12th Addition; that part of vacated alley 9A-South lying between the



East line, extended North of Lot 46, Block 1 and the West line, extended North of Lot 46, Block 2, Caldwell's 12 Addition; that part of vacated alley 10B-South lying between the East line extended South of Lot 19, Block 4 and the West line, extended South of Lot 19, Block 3, Caldwell's 12th Addition.

Tax ID: 25-42-0035-0001

When recorded, return to:

GS Project  
LandAmerica CLS  
9011 Arboretum Parkway, Ste. 300  
Richmond, VA 23236  
Connection Number 10624324



**Schedule 1 (one)**

**Connection Number 10624324**

A lease by and between Harold Antonson and Micheal Kibler, as lessor ("Lessor"), and , as lessee ("Lessee") as evidenced by a(n) recorded , in , affecting land described in attached legal description.

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



## Exhibit A

### Legal Description Parcel 1:

Lots 1 to 48, both inclusive, block 1, Caldwell's 12th Addition to Gary, as per plat thereof recorded in Plat Book 11, page 20, in the Office of the Recorder of Lake County, Indiana

Also described as Parcel Number 001-25-42-0032-0001

### Parcel 2:

Lots 1 to 5, both inclusive, and Lots 30 to 48, both inclusive, Block 2, Caldwell's 12th Addition to Gary as per plat thereof recorded in Plat Book 11, page 20, in the Office of the Recorder of Lake County, Indiana.

Also described as Parcel Number 001-25-42-0033-0001 and Parcel Number 001-25-42-0033-0030

### Parcel 3:

Lots 1 to 24 both inclusive, Block 3, Caldwell's 12th Addition to Gary, as per plat thereof recorded in Plat Book 11, page 20, in the Office of the Recorder of Lake County, Indiana.

Also described as Parcel Number 001-25-42-0034-0001

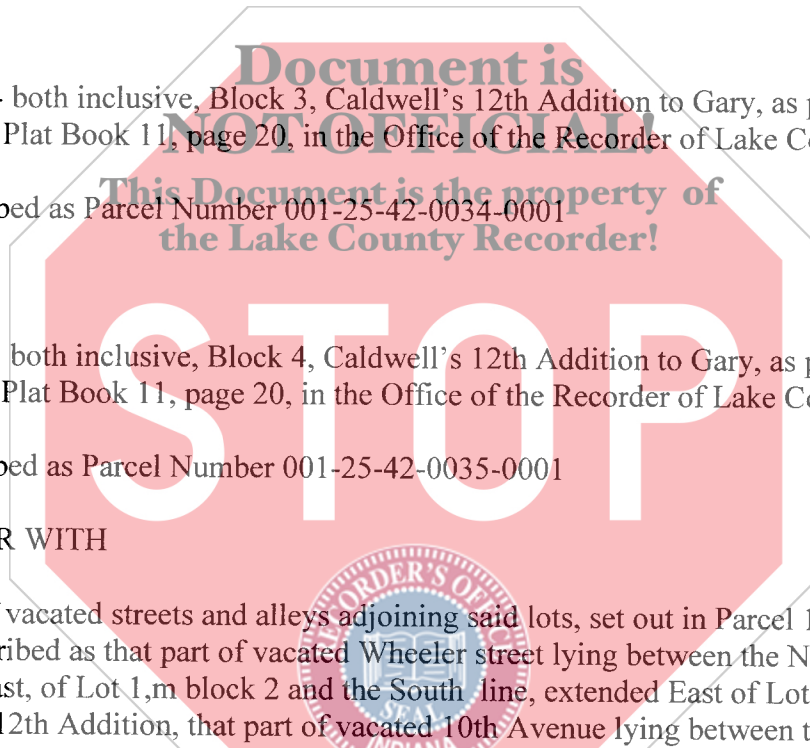
### Parcel 4:

Lots 1 to 48 both inclusive, Block 4, Caldwell's 12th Addition to Gary, as per plat thereof recorded in Plat Book 11, page 20, in the Office of the Recorder of Lake County, Indiana.

Also described as Parcel Number 001-25-42-0035-0001

### TOGETHER WITH

That part of vacated streets and alleys adjoining said lots, set out in Parcel 1 through 4, above, described as that part of vacated Wheeler street lying between the North line, extended East, of Lot 1, block 2 and the South line, extended East of Lot 20, Block 3, Caldwell's 12th Addition, that part of vacated 10th Avenue lying between the East line extended South of Lot 30, Block 1 and the West line, extended South of Lot 30, Block 2 in Caldwell's 12th Addition; that part of vacated alley 54-West lying between the North line, extended West, of Lots 48 in block 1 and the South line, extended West of Lot 19, block 4, Caldwell's 12th Addition; that part of vacated alley 9A-South lying between the East line, extended North of Lot 46, Block 1 and the West line, extended North of Lot 46, Block 2, Caldwell's 12 Addition; that part of vacated alley 10B-South lying between the



East line extended South of Lot 19, Block 4 and the West line, extended South of Lot 19, Block 3, Caldwell's 12th Addition.

Tax ID: 25-42-0035-0001

When recorded, return to:

GS Project  
LandAmerica CLS  
→ 9011 Arboretum Parkway, Ste. 300  
Richmond, VA 23236  
Connection Number 10624324





**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 acknowledged 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

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.

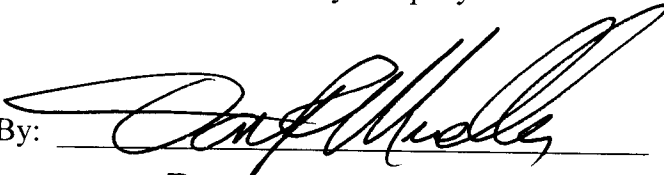
[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date as defined 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

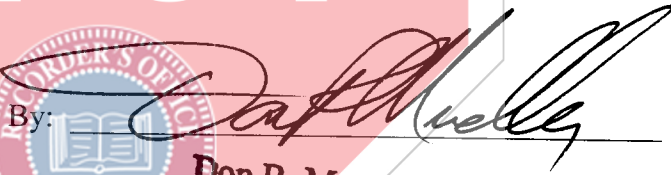
By: 

Name: **John Cacomanolis**

Title: **Senior Counsel**

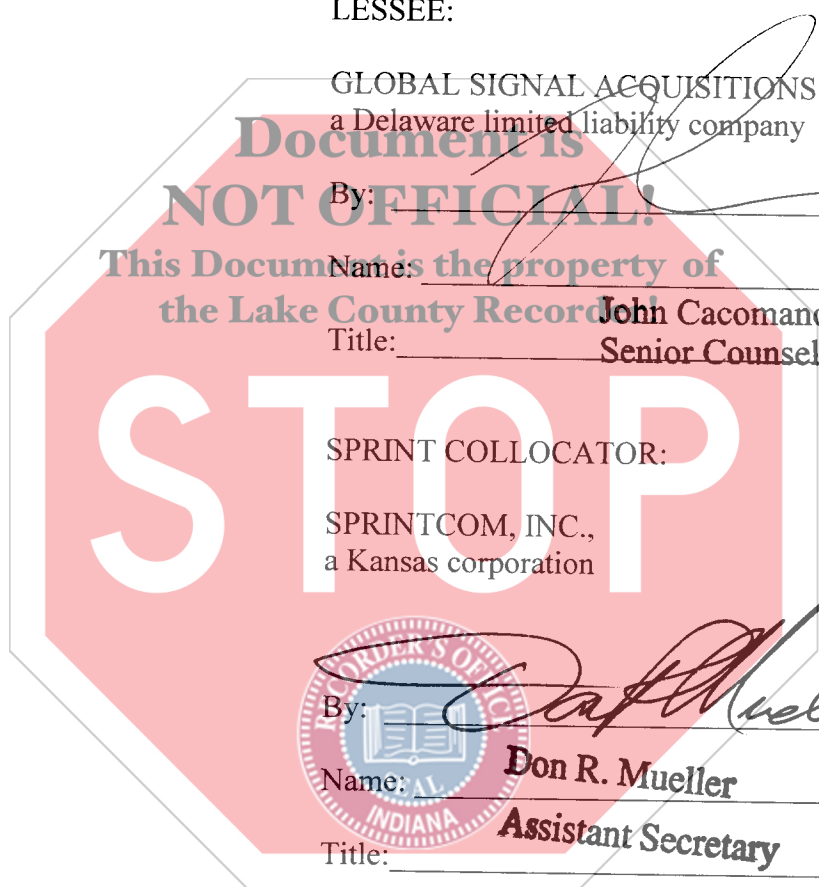
SPRINT COLLOCATOR:

SPRINTCOM, INC.,  
a Kansas corporation

By: 

Name: **Don R. Mueller**

Title: **Assistant Secretary**



LESSEE BLOCK

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of May, 2005 by John Cacamanolis, 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: *Mary Lou DiMaggio*  
Mary Lou DiMaggio

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



Mary Lou DiMaggio  
MY COMMISSION # DD236359 EXPIRES  
July 30, 2007



LESSOR 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.

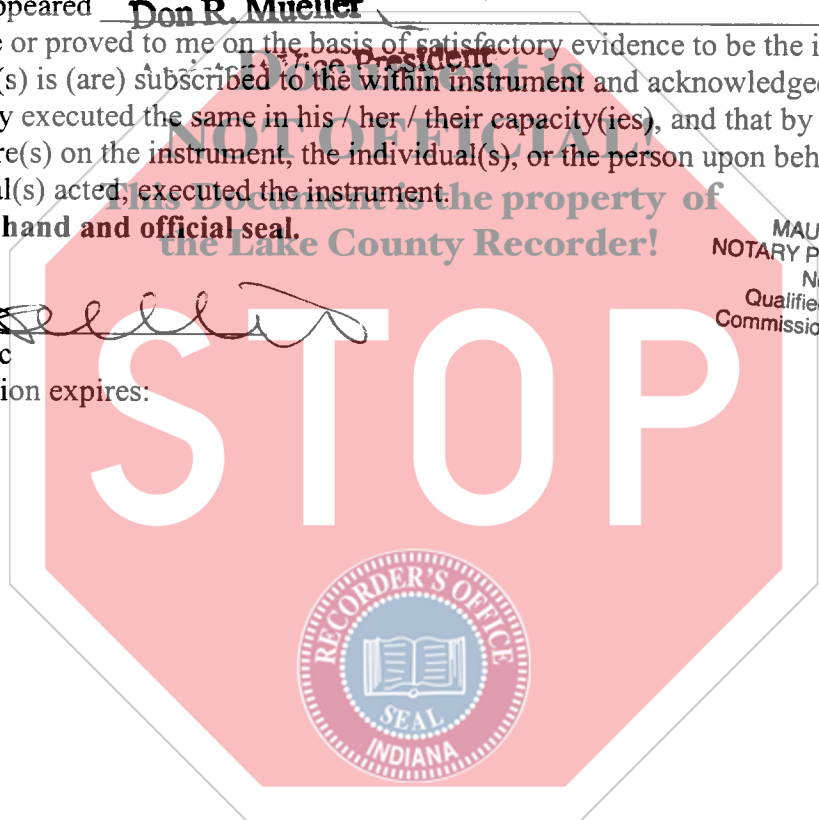
If this instrument was executed in NY and affects real property outside NY, the following is the prescribed NY statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, OR if this instrument was executed in NY and affects real property in NY, the following is the prescribed 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.

[Signature]  
Notary Public  
My commission expires:

MAURICE I. MICHAANE  
NOTARY PUBLIC, State of New York  
No. 01M6101194  
Qualified in New York County  
Commission Expires Nov. 10, 2007



SPRINT COLLOCATOR 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.

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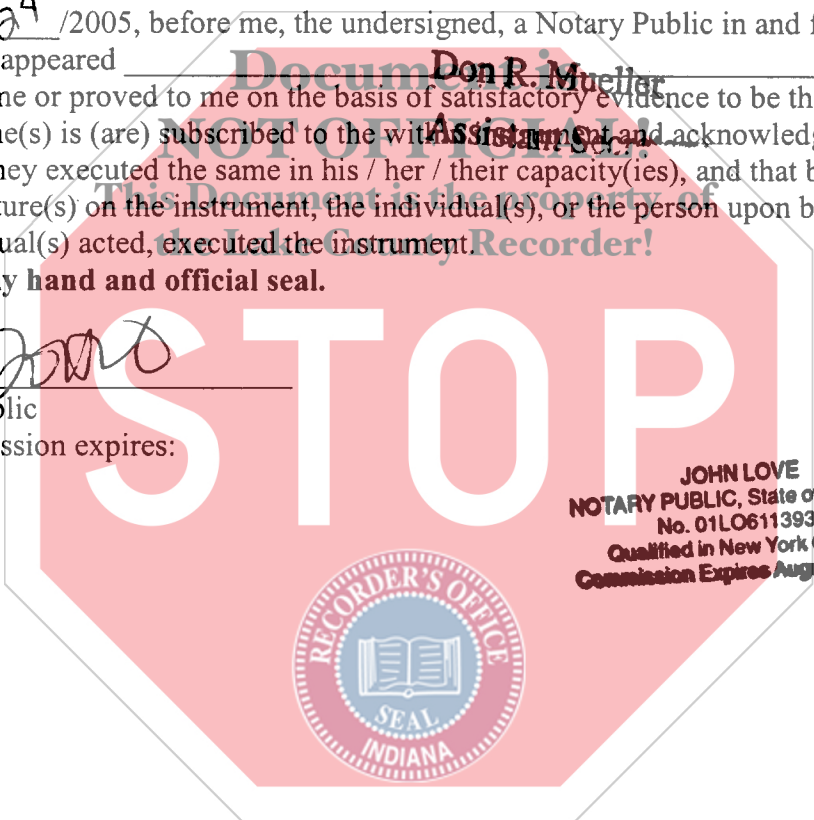
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Witness my hand and official seal.

*[Handwritten Signature]*

Notary Public

My commission expires:



JOHN LOVE  
NOTARY PUBLIC, State of New York  
No. 01LO6113933  
Qualified in New York County  
Commission Expires August 9, 2006

**EXHIBIT A**

Legal Description of Lessor's Leased Site

Located in the State of \_\_\_\_\_, County of \_\_\_\_\_, as described below.

