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2005 085704

STC TWO LLC  
BY: [Signature]  
FILED: 2005 SEP 29

2005 SEP 29 PM 12:53

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

Prepared By: Sidley Austin Brown & Wood, 10 S. Dearborn St., Chicago, IL 60601  
NIPSCO SHEFFIELD SUB (IN) - (1044)(CH03XC801)(3016981)(10624332)

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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 August 2, 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 Conversion Closing Date.

LESSOR:

STC TWO LLC,  
a Delaware limited liability company

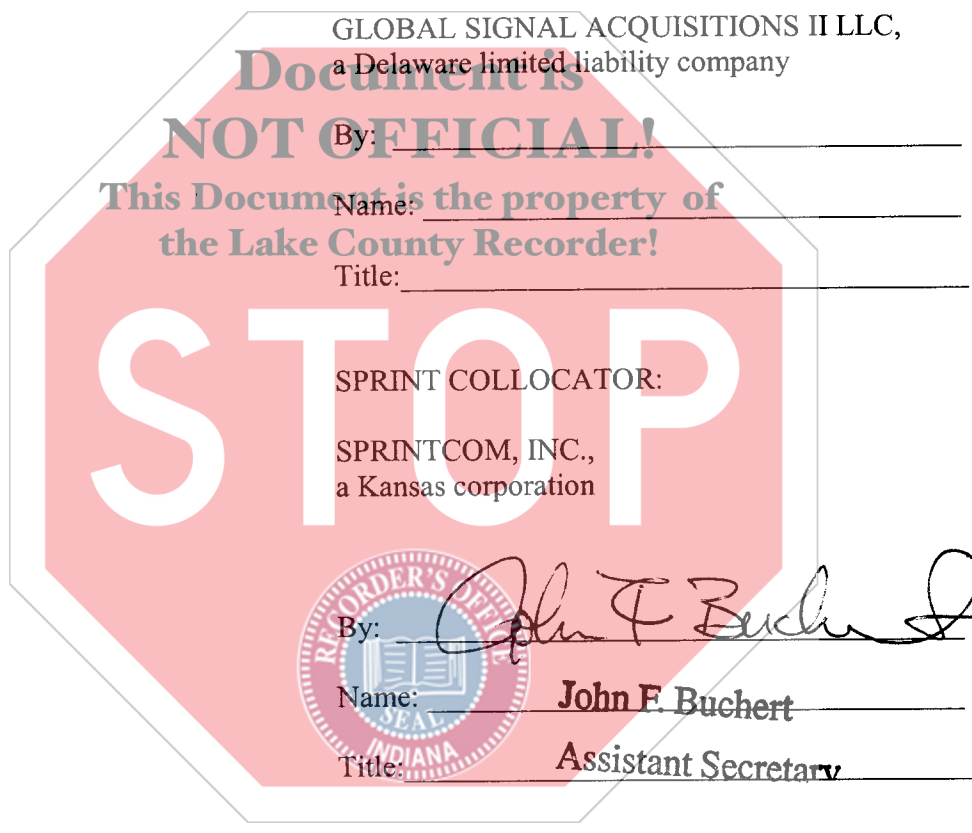
By: *John F. Buchert*

Name: John F. Buchert

Title: Assistant Vice President

LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,  
a Delaware limited liability company



By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SPRINT COLLOCATOR:

SPRINTCOM, INC.,  
a Kansas corporation

By: *John F. Buchert*

Name: John F. Buchert

Title: Assistant Secretary

LESSEE BLOCK

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, 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: \_\_\_\_\_

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



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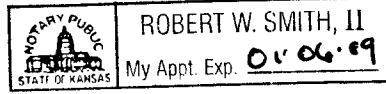
LESSOR BLOCK

State of Kansas }

County of Johnson }

This instrument was acknowledged before me on August 24, 2005 by John F. Buchert as Assistant Vice President of STC TWO LLC.

*[Handwritten Signature]*  
(signature of notarial officer)



(Seal, if any)

My appointment expires: \_\_\_\_\_



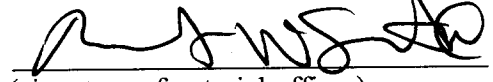
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SPRINT COLLOCATOR BLOCK

State of Kansas }

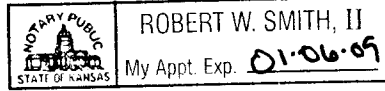
County of Johnson }

This instrument was acknowledged before me on August 24,  
2005 by John F. Buchert as Assistant Secretary of Sprint comZ

  
(signature of notarial officer)

(Seal, if any)

My appointment expires: \_\_\_\_\_



NIPSCO SHEFFIELD SUB (IN) - (1044)(CH03XC801)(3016981)(10624332)

**EXHIBIT A**

**Legal Description of Lessor's Leased Site**

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



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**Schedule 1 (one)**

**Connection Number 10624332**

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, in Document No. 98065939, affecting land described in attached legal description; Said leasehold interest was assigned to STC TWO LLC by an unrecorded assignment.

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



## Exhibit A

Legal Description That part of the South Half of the northeast quarter of Section 13, Township 37 North, Range 10 West of the 2nd Principal Meridian, lying East of Sheffield Avenue, and that part of the North Half of the Southeast quarter of Section 13, Township 37 North, Range 10 West of the 2nd Principal Meridian, lying East of Sheffield Avenue and North of the lands of the South Chicago and Southern Railroad Company, as conveyed by Warranty Deed Dated September 29, 1924, and recorded October 15, 1924, in Book 339, page 301, made by East Chicago Company to the South Chicago and Southern Railroad Company, excepting that part thereof taken for Calumet Avenue, all in the City of Hammond, Lake County, Indiana; All of the above described premises being more particularly described as follows: Beginning at the point of intersection of the North line of the South Half of the Northeast Quarter of Section 13 aforesaid, with a line parallel to and 40 feet West of the East line of said Section 13 aforesaid, with a line parallel to and 40 feet West of the East line of said Section 13 (said parallel line being also the West line of Calmet Avenue); thence South on said parallel line a distance of 2,342.73 feet, more or less, to the North line of the lands conveyed to the South Chicago and Southern Railroad Company as aforesaid; thence Westerly on said North line 567.25 feet to point of tangent; thence Northwesterly by a curve convex to the Southwest with a radius of 955.0 feet, a distance of 627.43 feet, more or less, to its intersection with a line parallel with and 40 feet southeasterly of the centerline of Sheffield Avenue, thence Northeasterly on said parallel line 2,244.44 feet, more or less to the North line of the South Half of the Northeast Quarter of Section 13 afore said, and thence Easterly on said North line 597.52 feet more or less, to the place of beginning, excepting therefore the real estate conveyed to Northern Indiana Public Service Company by Deed date April 30, 1943, recorded May 11, 1943 in Deed Record 677, Page 5.2 of the records of the Lake County Recorder, and also excepting therefrom the real estate conveyed to Lloyd Hurst by deed dated July 28, 1948 and recorded August 23, 1948, in Deed Record 818, Page 506.

Tax ID: 26-37-0108-0002

When recorded, return to:

GS Project  
LandAmerica CLS  
9011 Arboretum Parkway, Ste. 300  
Richmond, VA 23236  
Connection Number 10624332

