

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 062202

2005 JUL 27 AM 8:42

MICHAEL A. BROWN
RECORDER

2006 014935

FILED

JUL 26 2005

STEPHEN R. STIGLICH
LAKE COUNTY RECORDER

Re-recording to correct legal description. Previously attached legal description was erroneously attached and was not intended to be conveyed in said transaction. @ BK 2005 Pt. 062202

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:
This Document is the property of Lake County Recorder!

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
ALTERNATE DISPOSAL (IN) - (1054)(CH03XC842)(3016991)(10624320)

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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.

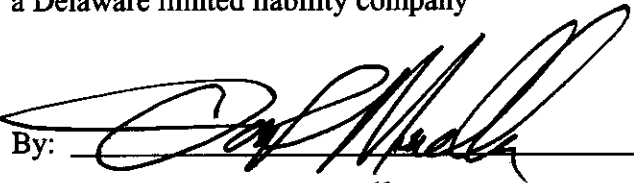
[Remainder of Page Intentionally Left Blank]



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
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)

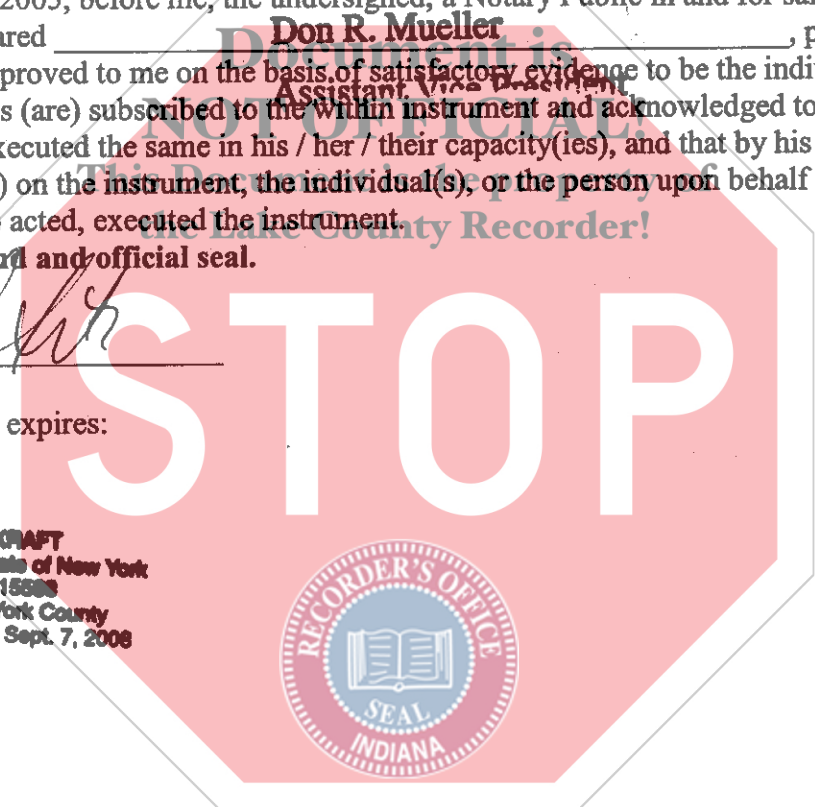
On 5/25/2005, before me, the undersigned, personally appeared Don R. Mueller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 5/25/2005, 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.

Jennifer Kraft
Notary Public
My commission expires:

JENNIFER KRAFT
NOTARY PUBLIC, State of New York
No. 01K98115688
Qualified in New York County
Commission Expires Sept. 7, 2008



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:

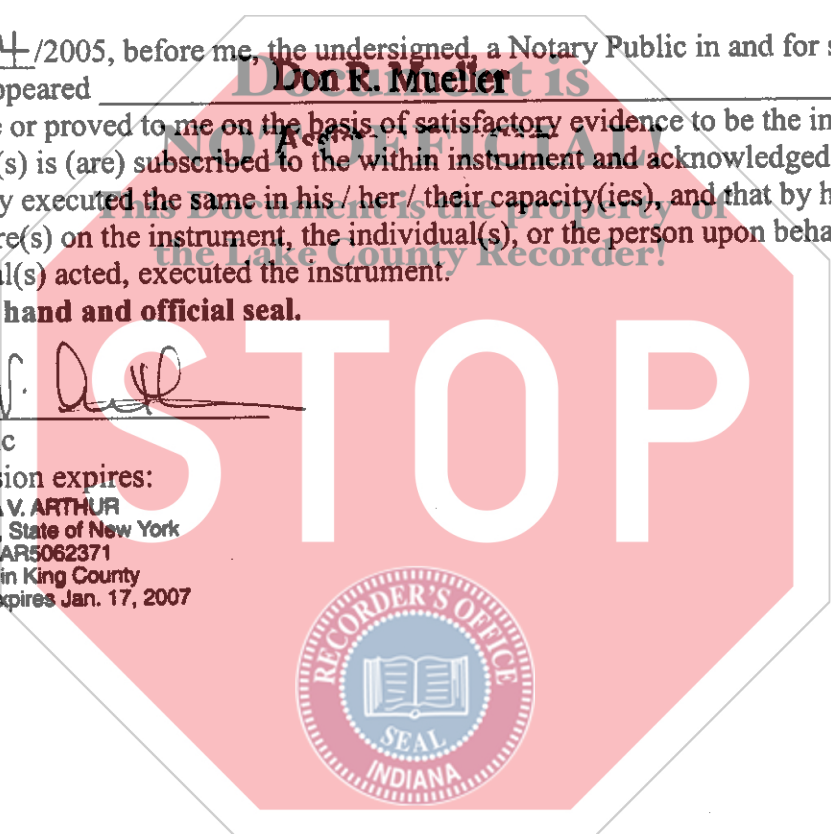
On 5/24/2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Don R. Mueller, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that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



LESSEE BLOCK

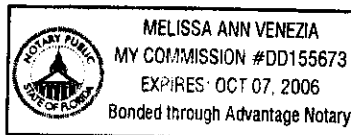
STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of May, 2005 by Kath 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 10624320

A lease by and between Northern Indiana Public Service Company, as lessor ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) Unrecorded Memorandum of PCS Site Agreement recorded , in , 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 part of Fractional Sections 7 and 18, Township 36 North, Range 7 West of the 2nd P.M., in the City of Lake Station, Calumet and Hobart Townships, Lake County, Indiana, described as beginning at the Southwest corner of said Section 7; thence North 01°46'30" East along the West line of said Section 7, a distance of 1145.02 feet more or less to the Southerly line of NIPSCO Deed Record 1362 page 361; thence North 64°18'30" East, 3134.73 feet more or less to the North line of the South 1/2 of said Section 7; thence South 86°58'28" East along said North line, 599.87 feet to the Westerly line of a 100 foot right-of-way deeded to the City of Lake Station in Deed Record 1178 page 136; thence along said Westerly line South 01°00'17" West, 34.76 feet to a point of curve; thence Southeasterly along a curve to the left with a radius of 1085.45 feet, a long chord South 13°27'14" East, 542.06 feet and a arc distance of 547.85 feet to the point of tangent; thence South 27°54'46" East, 1975.29 feet more or less to the center line of Burns Ditch; thence South 70°44'02" West, 2335.84 feet more or less to the North-South centerline of Section 18, Township 36 North, Range 7 West of the 2nd P.M. and the East line of City of Gary property as per Warranty Deed 419 page 183; thence North 00°42'10" East, 493.20 feet more or less to the Southeast corner of the SW 1/4 Section 7, Township 36 North, Range 7 West of the 2nd P.M.; thence North 87°16'12" West, 2313.27 feet more or less to the point of beginning.

Tax ID: 13-20-300-0001 and 13-20-300-0002

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10624320



Corrected
Schedule 1 (one)

Connection Number 10624320

A lease by and between Frank Ward, as lessor ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 10/18/2005 12:00:00 AM, in Document No. 2005091271, 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]



Corrected
Exhibit A

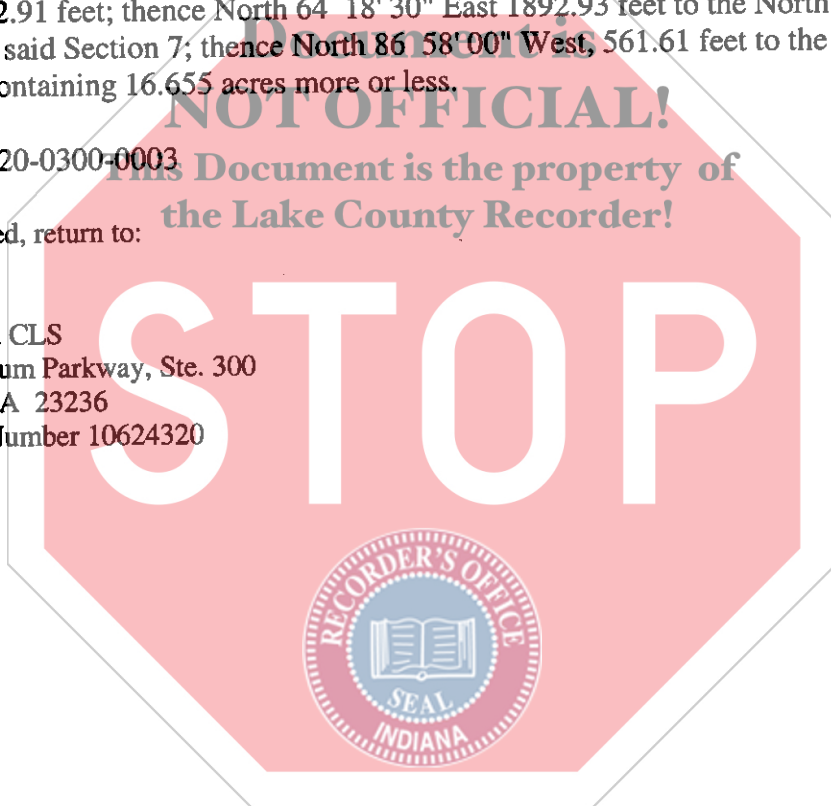
Legal Description A Leasehold Estate, said lease area being a portion of the following described parent parcel:

Part of the S1/2 of Fractional Section 7, Township 36 North, Range 7 West of the 2nd P.M. in the City of Lake Station, Calumet Township, Lake County, Indiana, described as Beginning at a point on the North line of said South 1/2 and 1679.33 feet Easterly of the Northwest corner of said South 1/2; thence South 78 37' 35" West, 723.45 feet along the Southerly line of NIPSCO right-of-way as described in Deed Record 339 page 184; thence South 03 01' 59" West, 96.82 feet; thence South 59 07' 35" West, 211.98 feet to a point of tangent curve, thence 41.67 feet along the arc of a curve to the right, said arc having a radius of 270.00 feet and subtended by a long chord bearing South 63 32' 51" West, 41.63 feet; thence South 67 58' 08" West 69.68 feet to a point of tangent curve; thence 104.25 feet along the arc of a curve to the right, said an having radius of 270.00 feet and subtended by a long chord bearing South 79 01' 48" West, 103.60 feet; thence North 89 54' 33" West, 590.41 feet to the West line of said Section 7; thence South 01 46' 30" West, 480.58 feet along said West line of said Section 7 to the Northerly line of NIPSCO right-of-way as described in Deed Record 1362, page 361; thence North 75 5' 30" East, 582.91 feet; thence North 64 18' 30" East 1892.93 feet to the North line of the South 1/2 of said Section 7; thence North 86 58' 00" West, 561.61 feet to the point of beginning, containing 16.655 acres more or less.

Tax ID: 13-20-0300-0003

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10624320



Prescribed by the
State Board of Accounts
(2005)

County form 170

Declaration

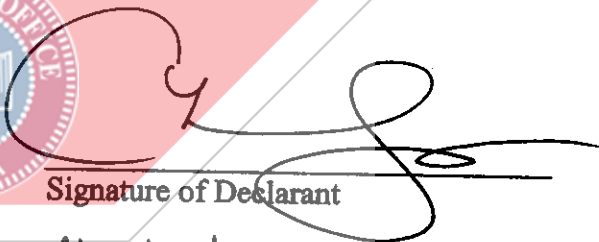
This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.




Signature of Declarant

Chantel Jones
Printed Name of Declarant