



200602280079

Skagit County Auditor

2/28/2006 Page

1 of

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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 FIVE LLC, a Delaware limited liability company ("**Lessor**"), GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("**Lessee**"), and SPRINT SPECTRUM L.P., a Delaware limited partnership ("**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
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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 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]

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 23 2006

Amount Paid \$ 0
Skagit Co. Treasurer
By *M. M.* Deputy



200602280079
Skagit County Auditor

IN WITNESS WHEREOF, the parties hereto have set their hands as of the
Conversion Closing Date.

LESSOR:

STC FIVE LLC,
a Delaware limited liability company

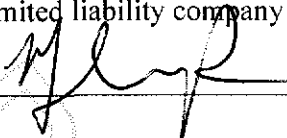
By: 

Name: John F. Bushert

Title: Assistant Vice President

LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company

By: 

Name: Melissa J. Buda

Title: Assistant General Counsel
Real Estate

SPRINT COLLOCATOR:

SPRINT SPECTRUM L.P.,
a Delaware limited partnership

By: 

Name: John K. Buchert

Title: Assistant Secretary

QWEST - BEL011 (WA) - (6666)(SE63XC208)(3021789)(



200602280079
Skagit County Auditor

LESSEE BLOCK

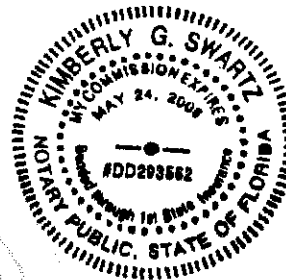
STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25th day of January, 2006 by Melissa S. Bush 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: Kimberly G. Swartz

Name (printed, typed or stamped): _____



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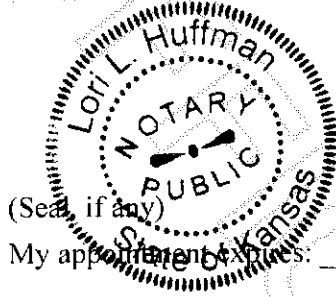
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Skagit County Auditor

LESSOR BLOCK

State of Kansas }

County of Johnson }

This instrument was acknowledged before me on January 20,
2006 by John E. Buchert as Assistant Vice President STC Inc. LLC,
a Delaware limited liability company



Lori L. Huffman
(signature of notarial officer)

(Seal, if any)

My Commission Expires

My appointment expires:

July 2, 2008

QWEST - BEL011 (WA) - (6666)(SE63XC208)(3021789)(1062



200602280079

Skagit County Auditor

2/28/2006 Page

6 of

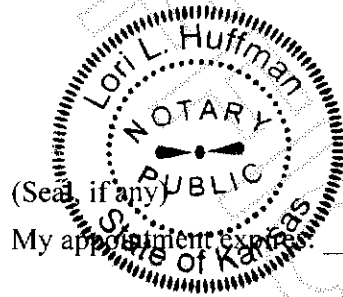
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SPRINT COLLOCATOR BLOCK

State of Kansas }

County of Johnson }

This instrument was acknowledged before me on January 20,
2006 by J. R. Boehert as Assistant Secretary SPRINT SOUTHWEST, L.P.
a Delaware limited partnership



Lori L. Huffman
(signature of notarial officer)

(Seal, if any)
My appointment expires _____
State of Kansas

My Commission Expires
July 2, 2008

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200602280079
Skagit County Auditor

Schedule 1 (one)

Connection Number 10627967

A lease by and between City of Mount Vernon, a municipal corporation, as lessor ("Lessor"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Memorandum of Assignment and Assumption Agreement recorded 7/7/2005 , in Instrument No. 200507070051, affecting land described in attached legal description; Said leasehold interest was assigned to STC FIVE LLC by an unrecorded assignment.

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



200602280079

Skagit County Auditor

Exhibit A

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

Parcel "A" ;

That portion of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East W.M., described as follows:

Begin at the Southwest corner of Lot 3 of Mount Vernon Short Plat No. MV-4-87m approved December 17, 1987 and recorded December 21, 1987, as Auditor's File No. 8712210075, in Book 8 of Short Plats, Page 8, which corner is the intersection of the North line of the South 679 feet of said subdivision, with the West line of the East 214 feet of said subdivision; thence South $01^{\circ} 01' 55''$ West along said West line, a distance of 129.02 feet, more or less, to the North line of the South 550 feet of said subdivision; thence North $87^{\circ} 55' 05''$ West, a distance of 117.70 feet, more or less, along said subdivision to the East line of the West 333 feet of said subdivision; thence North $01^{\circ} 07' 38''$ East, a distance of 15.33 feet, more or less, along said East line to the North line of the South 565.33 feet of said subdivision; thence North $87^{\circ} 55' 03''$ West, a distance of 188.62 feet along said North line; thence North $01^{\circ} 04' 43''$ East a distance of 270.63 feet; thence South $87^{\circ} 55' 04''$ East, a distance of 306.07 feet; more or less, to a point on the West line of the East 214 feet of said subdivision; thence South $01^{\circ} 01' 55''$ West along said West line to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress, drainage and utilities over and across the following described tracts (a), (b), (c) and (d):

(a) The East 30 feet of the North 285.33 feet of the South 565.33 feet of the West 333 feet of the East 1/2 of said Southeast 1/3 of the Northeast 1/4;

(b) The East 30 feet of the South 280 feet of the East 1/2 of said Southeast 1/2 of the Northeast 1/4, EXCEPT the West 143.5 feet thereof, ALOS EXCEPT the South 30 feet thereof, ALSO EXCEPT that portion of said premises lying East of the following described line;

Beginning at the East 1/4 corner of said Section 17, thence North $87^{\circ} 55' 03''$ West along the South line of the Northeast 1/4 of said Section 17, a distance of 345.83 feet; thence North $0^{\circ} 14' 33''$ West, a distance of 30.02 feet to the true point of beginning; thence continue North $0^{\circ} 14' 33''$ West, a distance of 250.20 feet to the North line of the South 280.00 feet of said subdivision and to the terminus of said described line.

[c] The West 30 feet of the following described property, as reserved on Auditor's File No. 881583:



200602280079
Skagit County Auditor

The North 285.33 feet of the South 565.33 feet of the West 333 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.,

TOGETHER WITH the North 285.33 feet of the South 565.33 feet of the East 15 feet of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

(d) The West 30 feet of the following described property, as reserved on Auditor's Pile Nos. 881578 and 881589;

The West 45 feet of the North 250 feet of the South 280 feet of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

TOGETHER WITH the East 15 feet of the North 250 feet of the South 280 feet of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

ALSO TOGETHER WITH a non-exclusive easement for sanitary sewer and storm sewer lines over and across a 15 foot wide strip of land adjoining the Southerly side of the following described line;

Begin at the Northwest corner of the above described main tract; thence North 87° 55' 05" West along the Westerly extension of the North line of the above described main tract, a distance of 158.19 feet, more or less to the West line of the East 15 feet of the West 1/2 of said Southeast 1/4 of the Northeast 1/4, the terminus of this line description.

ALSO TOGETHER WITH a non-exclusive easement for sanitary sewer and storm sewer lines over and across the South 1,122.5 feet of the East 15 feet of the West 1/2 of said Southeast 1/4 of the Northeast 1/4; EXCEPT the South 565.33 feet thereof.

Parcel "B"

A non-exclusive easement for ingress, egress and utilities over and across the South 30 feet of Lot 2 of Mount Vernon Short Plat NO. MV-4-87, approved December 17, 1987, and recorded December 21, 1987, as Auditor's File No. 8712210075, in Book 8 of Short Plats, Page 8, records of Skagit County, being a portion of the East 1/3 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

Tax ID: P107826

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300



200602280079
Skagit County Auditor

2/28/2006 Page 10 of 11 10:06AM

Richmond, VA 23236
Connection Number 10627967



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Skagit County Auditor