

AFTER RECORDING RETURN TO:

UPF WASHINGTON INC
12410 E MIRABEAU PKWY #100
SPOKANE VALLEY WA 99216
REF # 302361



201203050119
Skagit County Auditor

3/5/2012 Page 1 of 7 1:19PM

Document Title:	Site Designation Supplement to Master Lease and Sublease Agreement
Reference Number(s) of Related Documents:	None
Lessor:	STC Five LLC, a Delaware limited liability company
Lessee:	Global Signal Acquisitions III LLC, a Delaware limited liability company
Sprint Collocator:	Sprint Spectrum L.P.
Legal Description:	Lot 11, per plat recorded September 19, 2000 under No. 200009190049
Assessor's Tax Parcel ID Number:	4761-000-011-0000
Site ID:	Guemes Island (Lower) (BUN 880321)

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$150.

Signature of Requesting Party

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 05 2012

Amount Paid \$ _____
Skagit Co. Treasurer
By *nam* Deputy

**SITE DESIGNATION SUPPLEMENT TO MASTER LEASE
AND SUBLEASE AGREEMENT**

THIS SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE AGREEMENT (this "Supplement") is made this 22 day of February, 2012, by and between STC FIVE LLC, a Delaware limited liability company ("Lessor"), GLOBAL SIGNAL ACQUISITIONS III LLC, a Delaware limited liability company ("Lessee"), and SPRINT SPECTRUM L.P. ("Sprint Collocator").

RECITALS

WHEREAS, reference is hereby made to that certain Master Lease and Sublease Agreement dated May 26, 2005 (the "Agreement") by and among Lessor, Lessee, Sprint Collocator and Global Parent (as defined in the Agreement); and

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 described on Exhibit A attached hereto and incorporated herein by reference and improvements (including a telecommunications tower) located thereon ("Site"); and

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

OPERATIVE PROVISIONS

1. Recitals. The recitals hereinabove are true and correct and are incorporated herein by this reference.

2. 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.

3. 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.

4. 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.

5. Term. The lease and sublease as to the Leased Property of the Site pursuant to the Agreement and this Supplement shall commence on the date first written above 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.

6. Rent. Lessee shall pay to Lessor the Rent in accordance with Section 11 of the Agreement.

7. Leaseback Charge. Each Sprint Collocator is obligated to pay to Lessee the Sprint Collocation Charge in accordance with Section 11 of the Agreement.

8. 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.

9. Notice. All notices hereunder shall be deemed validly given if given in accordance with the Agreement.

10. Governing Law. This Supplement shall be governed by and construed in accordance with the laws of the State of New York.

11. Modification. This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties.

[Signature pages follow]



IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

LESSOR:

STC FIVE LLC, a Delaware limited liability company

By: Global Signal Acquisitions III LLC, a Delaware limited liability company
Its: Attorney in Fact

By: *Lisa A. Sedgwick*
Print Name: Lisa A. Sedgwick
Title: Real Estate Transaction Manager

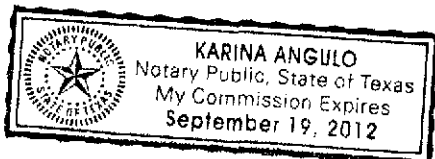
LIMITED LIABILITY COMPANY

STATE OF Texas)
COUNTY OF Harris) SS.

I certify that I know or have satisfactory evidence that Lisa A. Sedgwick is the person who appeared before me, and said person acknowledged that said person signed this Site Designation Supplement to Master Lease and Sublease Agreement, on oath stated that said person was authorized to execute the instrument and acknowledged it as the RET manager of GLOBAL SIGNAL ACQUISITIONS III LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: February 22, 2012.

Notary Seal



K Angulo
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of TEXAS
My appointment expires: 9-19-2012



LESSEE:

GLOBAL SIGNAL ACQUISITIONS III LLC,
a Delaware limited liability company

By: *Lisa A. Sedgwick*
Print Name: Lisa A. Sedgwick
Title: Real Estate Transaction Manager

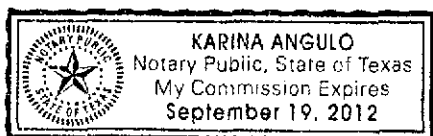
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DATED: February 22, 2012

Notary Seal



K Angulo
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of TEXAS
My appointment expires: 9-19-2012



**SPRINT COLLOCATOR:
SPRINT SPECTRUM L.P.**

By: Global Signal Acquisitions III LLC, a
Delaware limited liability company
Its: Attorney in Fact

By: [Signature]
Print Name: Lisa A. Sedgwick
Title: Real Estate Transaction Manager

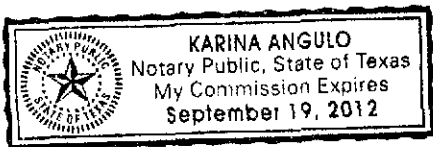
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DATED: February 22, 2012

Notary Seal



[Signature]

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of TEXAS
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EXHIBIT A
(Legal Description of Site)

TOWER AREA

Tower Area situated in the County of Skagit and State of Washington, being a portion of Lot 11 of the Plat of ChannelView as recorded in Document No. 200009190049, Skagit County Deed Records and known as being a 1,817 sq.ft. area being more particularly described by metes and bounds as follows;

Commencing at a point on the southern right-of-way line of Paradise Lane for the northwest corner of Lot 11, Plat of ChannelView; Thence leaving Paradise Lane and crossing Lot 11, South 43°55'08" East, a distance of 43.58 feet to the place of beginning.

Thence, North 87°32'18" East, a distance of 47.20 feet;
Thence, South 01°32'47" East, a distance of 40.93 feet;
Thence, North 89°45'49" West, a distance of 44.01 feet;
Thence, North 06°15'51" West, a distance of 38.94 feet to the place of beginning. Said Tower Area encumbering 1,817 square feet, more or less.

ACCESS EASEMENT AREA

An easement situated in the County of Skagit and State of Washington, being a portion of Lot 11 of the Plat of ChannelView as recorded in Document No. 200009190049, Skagit County Deed Records and being 6 feet left and right of the following described centerline:

Commencing at a point on the southern right-of-way line of Paradise Lane for the northwest corner of Lot 11, Plat of ChannelView; Thence leaving Paradise Lane and crossing Lot 11, South 43°55'08" East, a distance of 43.58 feet; Thence, North 87°32'18" East, a distance of 34.79 feet to the place of beginning of an access and utility easement being 12' in width and lying 6' on each side of the following described centerline;

Thence, North 30°10'40" West, a distance of 33.80 feet to the point of termination. Said easement encumbering 406 square feet, more or less.

