

**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 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  
HWY 302/GETWELL (MS) - (3500)(MP03XC121)(3019760)(10625236)

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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 Site Commencement Date as defined above.

LESSOR:

STC TWO LLC,  
a Delaware limited liability company

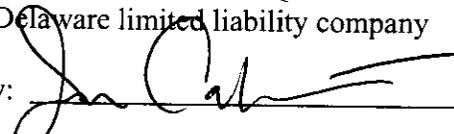
By: 

Name: John F. Buchert

Title: Assistant Vice President

LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,  
a Delaware limited liability company

By: 

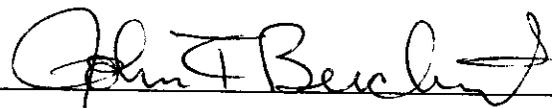
Name: Jason Catalini

Title: Senior Director

Title: Asset & Contract Management

SPRINT COLLOCATOR:

SPRINTCOM, INC.,  
a Kansas corporation

By: 

Name: John F. Buchert

Title: Assistant Secretary

|

LESSEE BLOCK

State of Florida )  
 )ss.  
County of Sarasota )

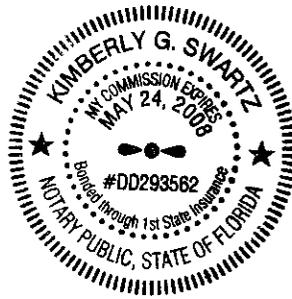
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named Jason Catalini, who stated and acknowledged to me that he/she is Senior Director of Global Signal Acquisitions II LLC a(n) Delaware limited liability company and that as such and for and on behalf of said Company, he/she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated, after having been first duly authorized so to do.

Witness my hand and official seal.

[SEAL]

Kimberly G Swartz  
Notary Public

My Commission expires:



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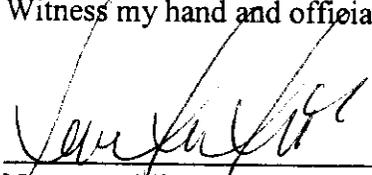
LESSOR BLOCK

State of NEW YORK )  
County of NEW YORK )ss.

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named John F. Buchert, who stated and acknowledged to me that he/she is Assistant Vice President of STC Two LLC, a(n) Delaware limited liability company, and that as such and for and on behalf of said Company, he/she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated, after having been first duly authorized so to do.

Witness my hand and official seal.

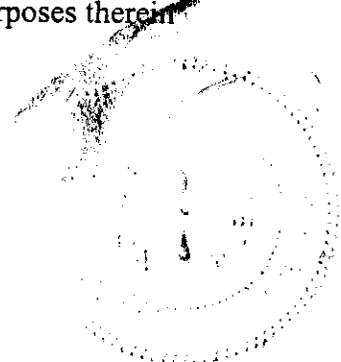
[SEAL]



Notary Public

My Commission expires:

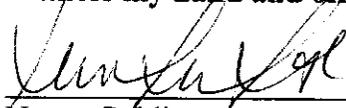
JENNIFER KRAFT  
NOTARY PUBLIC, State of New York  
No. 01KR6115588  
Qualified in New York County  
Commission Expires Sept. 7, 2008



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 John F. Buchert, 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.

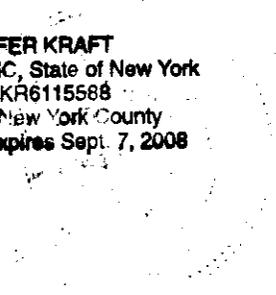
Witness my hand and official seal.



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



SPRINT COLLOCATOR BLOCK

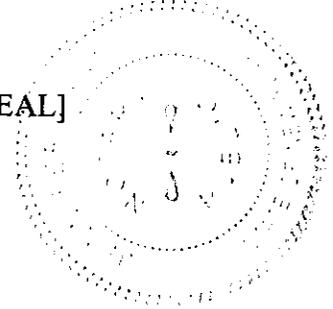
State of NEW YORK )  
 )ss.  
County of NEW YORK

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named John F. Buchert, who stated and acknowledged to me that he/she is Assistant Secretary of

SPRINTCOM, INC., a Kansas corporation,  
a(n) \_\_\_\_\_, and that as such and for and on behalf of said Corporation, he/she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated, after having been first duly authorized so to do.

Witness my hand and official seal.

[SEAL]



Jennifer Kraft  
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**

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 John F. Buchert, 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. 01KR6115588**  
**Qualified in New York County**  
**Commission Expires Sept. 7, 2008**



**Schedule 1 (one)****Connection Number 10625236**

A lease by and between Chester R. Billingsley and Jimmie Sue Billingsley, as lessor ("Lessor"), and SprintCom, Inc., as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 7/22/1997, in Book 0945, Page 0411, affecting land described in attached legal description.

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

**Exhibit A****Legal Description Legal Description – Proposed SprintCom Tower Compound Lease Area**

Being a legal description of a proposed SprintCom Tower Compound Lease area on the Jimmie Sue Billingslet 3 acre tract of record in Book 176, Page 671, Chancery Clerk's Office De Soto County, Mississippi being part of Lot 2 Ragland Subdivision (unrecorded) lying in Section 34 Township 1 South, Range 7 West, De Soto County, Mississippi and said proposed lease area being more particularly described as follows

Commencing at a point on the centerline of Old Getwell Road, a distance of 614.00 feet Northwardly from the Southwest corner of Lot 2 in Ragland Subdivision (un-recorded), thence North 88 degrees 15 minutes 07 seconds East along the South line of said 3 acre tract a distance of 396.35 feet to the True Point of Beginning, thence North 00 degrees 00 minutes 00 seconds East (leaving said South line) – 46.53 feet; thence North 90 degrees 00 minutes 00 seconds East – 50.0 feet, thence South 00 degrees 00 minutes 00 seconds East – 45.00 feet to a point in said South line; thence South 88 degrees 15 minutes 07 seconds West along said South line a distance of 50.02 feet to the Point of Beginning

Containing 2.285 square feet or 0.0525 acres more or less

The above describe property is vacant

Bearings are grid North

**Legal Description - proposed SprintCom Mutual use. Non-exclusive, variable width ingress/egress and utility easement**

Being a legal description of a proposed SprintCom Mutual use, non-exclusive, variable width ingress/egress and utility easement across part of the Jimmie Sue Billingslet 3 acre tract of record in Book 176, Page 57, Chancery Clerk's Office, De Soto County, Mississippi being part of Lot 2 Ragland Subdivision (unrecorded) lying in Section 34 Township 1 South, Range 7 West, De Soto County Mississippi and said proposed easement being more particularly described as follows

Beginning at a point on the centerline of Old Getwell Road, a distance of 614.00 feet northwardly from the Southwest corner of Lot 2 in Ragland Subdivision (un-recorded), thence North 00 degrees 14 minutes 53 seconds West along said centerline a distance of 20.01 feet, thence North 88 degrees 15 minutes 07 seconds East (leaving said centerline) " 45.41 feet, thence North 62 degrees 01 minutes 30 seconds East " 73.15 feet, thence North 84 degrees 23 minutes 45 seconds East -75.80 feet, thence North 49 degrees 05 minutes 58 seconds East - 75.86 feet, thence North 65 degrees 59 minutes 31 seconds East - 18.41 feet, thence North 80 degrees 53 minutes 09 seconds - 85.97 feet, thence South 79 degrees 34 minutes 08 seconds East - 27.16 feet, thence South 36 degrees 56

minutes 29 seconds West -73.82 feet; thence North 90 degrees 00 minutes 00 seconds East - 29.95 feet; thence South 00 degrees 00 minutes 00 seconds East - 12.00 feet; thence North 90 degrees 00 minutes 00 seconds East- 39.70 feet; thence North 34 degrees 56 minutes 29 seconds West - 71.71 feet, thence North 79 degrees 34 minutes 08 seconds West - 18.73 feet; thence South 80 degrees 33 minutes 09 seconds West - 61.97 feet, Thence South 65 degrees 59 minutes 31 seconds West - 42.60 feet; thence South 49 degrees 05 minutes 58 seconds West -65.96 feet; thence South 84 degrees 23 minutes 45 seconds West - 54.79 feet, thence South 62 degrees 01 minutes 30 seconds West - 88.99 feet to a point in the South line of said 3 acres tract; thence South 88 degrees 15 minutes 07 seconds West along said South line a distance of 61.91 feet to a point in said centerline, said point being the Point of Beginning

Tax ID: 107834000000030

When recorded, return to:

GS Project  
LandAmerica CLS  
9011 Arboretum Parkway, Ste. 300  
Richmond, VA 23236  
Connection Number 10625236