

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
I-55/STATELINE (MS) - (3488)(MP03XC096)(3019749)(10625238)

Land
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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

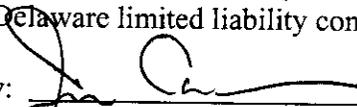
By: 

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
Asset & Contract Management

SPRINT COLLOCATOR:

SPRINTCOM, INC.,
a Kansas corporation

By: 

Name: John F. Buchert

Title: Assistant Secretary

LESSEE BLOCK

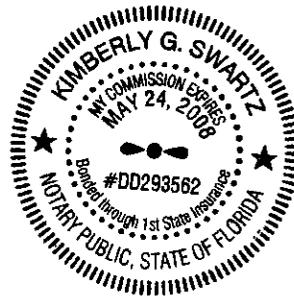
State of Florida)
)ss.
County of Sarasota)

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 is Senior Director of Global Signal Acquisitions LLC, a 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:



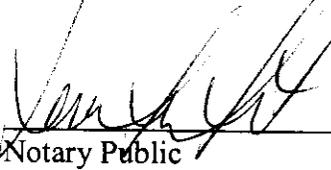
LESSOR BLOCK

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) a 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

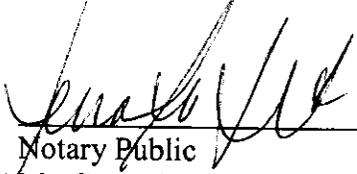
State of NEW YORK)
)ss.
County of NEW YORK

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.

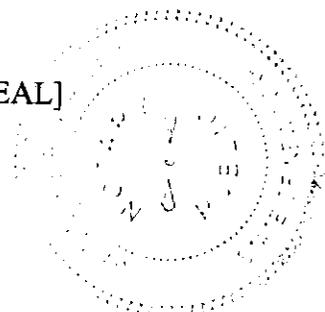
[SEAL]



Notary Public

My Commission expires:

JENNIFER KRAFT
NOTARY PUBLIC, State of New York
No. 01KR8115588
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.

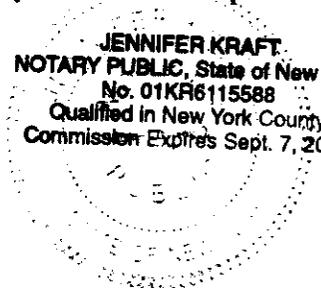
Witness my hand and official seal.



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



Schedule 1 (one)

Connection Number 10625238

A lease by and between Gas Products, Inc, a Mississippi corporation, as lessor ("Lessor"), and SprintCom, Inc, a Kansas Corporation, as lessee ("Lessee") as evidenced by a(n) PCS Site Agreement recorded 10/22/1997 , in Book 75 Page 582, affecting land described in attached legal description.

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

Exhibit A

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

Legal Description / Lease Area

Being a Legal description of a proposed SprintCom Tower Compound lease area, being part of the Liquid Air Corporation of North America Property recorded in Deed Book 141 Page 67 in the Chancery Clerk's office of Desoto County, Mississippi said Property being situated in Southaven, Desoto County, Mississippi and said lease area being described as situated in the northwest quarter of Section 24, Township 1 south Range 8 west and more particularly described as follows:

Commencing at a point in the center of above said Section 24, Township 1 south, Range West Desoto County Mississippi; thence north along the north-south 1/2 section line of said Section 24 as described in above said deed book 141 - Page 67 a distance of 171.40 feet; thence west at right angles to said 1/2 section line 70 feet to a found p.k. nail in the west right of way of Hamilton Road and being the northeast corner of the above said Liquid Air Corporation of North American Property; thence south 89 degrees 55 minutes 06 seconds west along said north line of said property 359.15 feet to a set iron pin at the True Point of Beginning; thence south 00 deg 04 min 54 sec east - 50.00 feet to a set iron pin; thence south 89 degrees 55 minutes 06 seconds west - 50.00 feet to a set iron pin; thence north 00 deg 04 min 54 sec west - 50.00 feet to a set iron pin in the above said north line; thence north 89 degrees 55 min 06 sec east along said north line - 50.00 feet to the point of beginning

Containing 2,500 square feet or 0.057 acres, more or less

Bearings are Grid North

Legal Description - Proposed SprintCom Mutual Use, Non-Exclusive Ingress/Egress & Utility Easement "1-55/Stateline Road" ID No. MP03Xc096

Across part of the Liquid Air Corporation of North America property recorded in Deed Boo 141 Page 67 at the Chancery Clerk's office of Desoto County Mississippi said property situated in Southaven, Desoto County, Mississippi and said Easement being described as:

Situated in the northwest quarter of Section 24, Township 1 south, Range 8 west more particularly described as

Commencing at a point in the center of above said Section 24, Township 1south, Range 8 west Desoto county, Mississippi; thence north along the north-south 1/2 section line of said section 24, as described in above said deed book 141-page 67 a distance of 171.40

feet to a point; thence west at right angles to said 1/2 section line 70 feet to a found P.K. nail in the west right of way of Hamilton Road (under construction) said point also being the northeast corner of the Liquid Air Corporation of North America Property and the True Point of Beginning; thence south 00 deg. 42 minutes 30 seconds east along the said west right of way line of Hamilton Road 85.19 feet; thence south 89 degrees 47 minutes 43 seconds west (leaving said right of way) - 73.10 feet; thence North 45 degrees 00 min 00 sec west - 92.27 feet; thence south 89 degrees 55 min 06 sec west - 221.83 feet; thence north 00 deg 04 min 54 sec west - 20.00 feet to a point in the north line of the above said Liquid Air Corporation of North America Property; thence north 89 deg 55 min 06 sec east along said north line - 359.15 feet to the point of beginning.

Containing 14.061 square feet or 0.323 acres, more or less

Tax ID: 1086240000001500

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10625238