

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
LAKEVIEW (MS) - (3481)(MP03XC078)(3019742)(10625239)

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.

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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

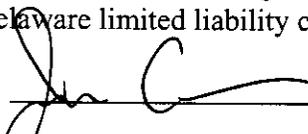
By: 

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

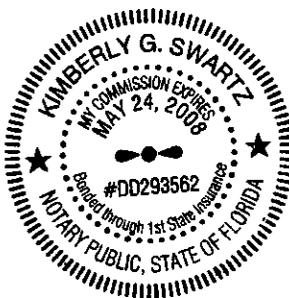
State of Florida)
)ss.
County of Sarasota)

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 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:



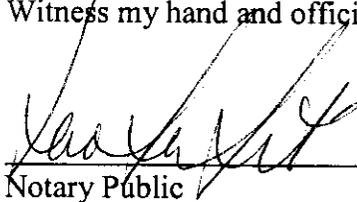
LESSOR BLOCK

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.

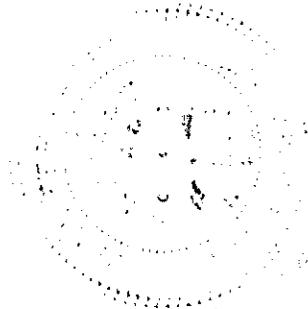
Witness my hand and official seal.

[SEAL]



Notary Public
My Commission expires:

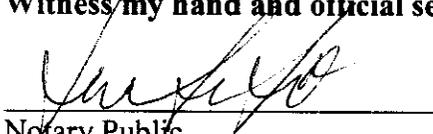
JENNIFER KRAFT
NOTARY PUBLIC, State of New York
No. 01KR6115588
Qualified in New York County
Commission Expires Sept. 7, 2008



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:

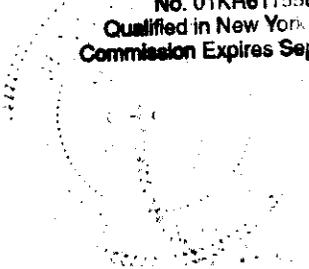
On 5/24/2005, before me, the undersigned, a Notary Public in and for said State, personally appeared John F. Buchert, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me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



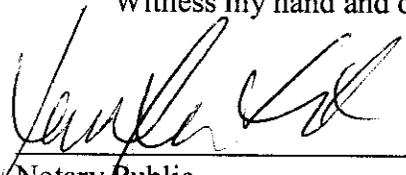
SPRINT COLLOCATOR BLOCK

State of NEW YORK)
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 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.

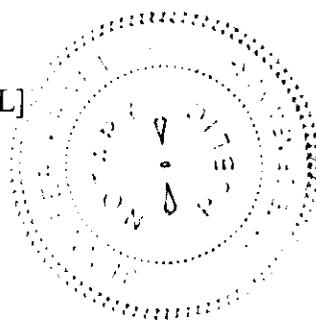
[SEAL]



Notary Public

My Commission expires:

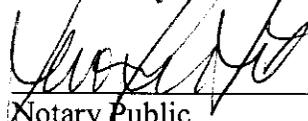
JENNIFER KRAFT
NOTARY PUBLIC, State of New York
No. 01KR8115588
Qualified in New York County
Commission Expires Sept. 7, 2008



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. 01KR8115588
Qualified in New York County
Commission Expires Sept. 7, 2008



Schedule 1 (one)

Connection Number 10625239

A lease by and between Brogden Corporation, a Mississippi Corporation, as lessor ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 3/25/1998 , in Book 77, Page 64, affecting land described in attached legal description.

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

Exhibit A**Legal Description LEASE AREA**

Being a legal description of a proposed SprintCom tower lease area being a part of the Dale and (wife) Judy A. Wilson Property as recorded in Deed Book 280 Page 59 at the Office of the Chancery Clerk of De Soto County, said property situated in a De Soto County Mississippi and said proposed lease area being described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 14 (fourteen), Township 1 (one) South, Range 9 (nine) West and being more particularly described as follows:

Commencing at a point in the old West line of Highway 61, said point also being on the south line of Section 14, Township 1 South, Range 9 West and 293.38 feet to the Southwest corner of Section 14; thence North 54 degrees 54 minutes 27 seconds West - 81.13 feet; said point being the Southwest corner of said Wilson property; thence North 54 degrees 54 minutes 27 seconds West along the Southwesterly Wilson tract line - 282.20 feet; thence North 35 degrees 05 minutes 33 seconds East (leaving said Southwesterly line) - 144.92 feet to the true Point of Beginning.
 Thence North 54 degrees 58 minutes 06 seconds West - 60.00 feet;
 Thence North 35 degrees 01 minutes 54 seconds East - 65.00 feet;
 Thence South 54 degrees 58 minutes 06 seconds East - 60.00 feet;
 Thence South 35 degrees 01 minutes 54 seconds West - 65.00 feet to the Point of Beginning.

Containing 3,900 square feet or 0.090 acres more or less.

The above described land is vacant.

Bearings are Mississippi grid North.

This is a class "B" survey. The boundary lines and section corner were derived from site plan/survey prepared by Jones-Davis and Associates dated March 1, 1995.

INGRESS/EGRESS AND UTILITY EASEMENT

Being a legal description of a proposed SprintCom Mutual Use, Non-exclusive, Ingress/Egress and Utility Easement across part of the Dale and (wife) Judy A. Wilson Property recorded in Deed Book 280 Page 59 at the Office of the Chancery Clerk of De Soto County, said property situated in De Soto County Mississippi and said easement being described as follows:

A tract of land situated in the Southwest quarter of the Southwest quarter of Section 14 (fourteen), Township 1 (one) South, Range 9 (nine) West and being more particularly

described as follows: Commencing at a point in the old West line of Highway 61, said point also being on the South line of Section 14, Township 1 South, Range 9 West and 296.38 feet East of the Southwest corner of said Section 14 Highway; thence North 54 degrees 54 minutes 27 seconds West - 81.13 feet; said point being the Southwest corner of said Wilson property; thence North 30 degrees 25 minutes 09 seconds East along the Southeasterly Wilson tract line being the present Northwesterly line of U.S. Highway 61 - 252.69 feet to the true Point of Beginning.

Thence North 54 degrees 54 minutes 27 seconds West - 281.73 feet;

Thence South 35 degrees 01 minutes 54 seconds West - 41.95 feet;

Thence North 54 degrees 58 minutes 06 seconds West - 40.00 feet;

Thence North 35 degrees 01 minutes 54 seconds East - 67.00 feet;

Thence South 54 degrees 54 minutes 27 seconds East - 319.17 feet to the said Northwesterly line of U.S. Highway 61; thence South 30 degrees 25 minutes 09 seconds West along said Northwesterly line 25.09 feet to the Point of Beginning.

Containing 9,697 square feet of 0.223 acres more or less.

The above described land is vacant.

Bearings are Mississippi grid North.

Tax ID: 10682700.300022.00

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10625239