

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
TWIN LAKES (MS) - (3482)(MP03XC082)(3019743)(10625240)

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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.

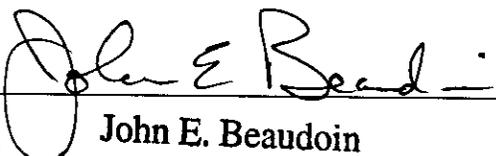
This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties.

[Remainder of Page Intentionally Left Blank]

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

LESSOR:

STC TWO LLC,
a Delaware limited liability company

By: 
Name: John E. Beaudoin
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:

SPRINTCOM, INC.,
a Kansas corporation

By: 
Name: John E. Beaudoin
Title: Assistant Secretary

LESSOR BLOCK

STATE OF New York)

COUNTY OF New York) ss.

On 5/23/2005, before me, the undersigned, personally appeared John E. Beaudoin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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 5/23/2005, before me, the undersigned, a Notary Public in and for said State, personally appeared John E. Beaudoin, 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.

Vanessa Temple
Notary Public

My commission expires:

VANESSA A. TEMPLE
NOTARY PUBLIC, State of New York
No. 01TE6100313
Qualified in New York County
Commission Expires Oct. 14, 2007

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 Melissa J Buda, who stated and acknowledged to me that he/she is Assistant General Counsel 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]

Mary Lou DiMaggio
Notary Public
My Commission expires: 7/30/07



Mary Lou DiMaggio
MY COMMISSION # DD236359 EXPIRES
July 30, 2007

SPRINT COLLOCATOR BLOCK

STATE OF New York)

COUNTY OF New York) ss.

On 5 / 23 /2005, before me, the undersigned, personally appeared John E. Beaudoin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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:

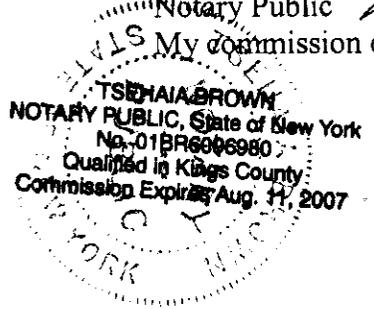
On 5 / 23 /2005, before me, the undersigned, a Notary Public in and for said State, personally appeared John E. Beaudoin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to 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.

Tsedraia Brown

Notary Public

My commission expires:



Schedule 1 (one)**Connection Number 10625240**

A lease by and between Stephen Clarence Ingerson and Lynda H. Ingerson, as lessor ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 3/23/1998, in Book 77, Page 57, affecting land described in attached legal description.

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

Exhibit A

Legal Description Legal Description - proposed SprintCom PCS Tower Compound Lease Area "Twin Lakes"

Being a legal description of a proposed SprintCom PCS Tower compound lease area, being part of the Stephen C. Ingerson and Lynda H. Ingerson, husband and wife, property recorded in Deed Book 269 - Page 518 in the office of the Circuit Clerk of Desoto County, Mississippi, said proposed lease area being described as:

A tract of land situated in the south half of the northeast quarter of Section 1, Township 2 South, Range 9 West and described as:

Commencing at the northeast corner of Section 1, Township 2 South, Range 9 West, being the centerline intersection of State Highway 301 (Public, Paved Road), (R.O.W. various) and Nail Road; thence south 00 degrees 39 minutes 14 seconds west - 536.25 feet along said centerline of said State Highway 301; thence south 89 degrees 53 minutes 42 seconds west - 65.42 feet (leaving said centerline) to iron post found, being the northeast corner of above said Stephen C. Ingerson and Lynda H. Ingerson Property; thence south 89 degrees 53 minutes 42 seconds west (continuing along the north line of said property) - 375.39 feet; thence south 06 degrees 41 minutes 52 seconds east (leaving said north line) - 77.19 feet; thence north 00 degrees 00 minutes 00 seconds west - 26.26 feet to the true point of beginning; thence south 00 degrees 00 minutes 00 seconds west - 65.00 feet; thence north 90 degrees 00 minutes 00 seconds west - 60.00 feet; thence north 00 degrees 00 minutes 00 seconds east - 60.00 feet; thence south 90 degrees 00 minutes 00 seconds east - 60.00 feet to the true point of beginning.

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

Bearings are Mississippi State Plane Grid North (NAD 83 - North Zone).

Legal Description - Easement "A" - proposed mutual use, non-exclusive, ingress/egress and utility easement "Twin Lakes"

Being a legal description of a proposed mutual use, non-exclusive, ingress/egress and utility easement (both varies), across part of the Stephen C. Ingerson and Lynda H. Ingerson, husband and wife, property recorded in Deed Book 269 - Page 518 in the office of the Circuit Clerk of Desoto County, Mississippi, said proposed easement being described as:

A tract of land situated in the south half of the northeast quarter of Section 1, Township 2 South, Range 9 West and described as:

Commencing at the northeast corner of Section 1, Township 2 South, Range 9 West, being the centerline intersection of State Highway 301 (Public, Paved Road), (R.O.W. various) and Nail Road; thence south 00 degrees 39 minutes 14 seconds west along said centerline of Highway 310 - 636.25 feet; hence south 89 degrees 53 minutes 42 seconds west (leaving said centerline) - 65.42 feet to found iron post, being the northeast corner of said Stephen C. Ingerson and Lynda H. Ingerson Property and lying in the west line of said Highway 301; thence south 89 degrees 53 minutes 42 seconds west (along the north line of said Ingerson Property) south 89 degrees 53 minutes 42 seconds west - 375.39 feet to the true point of beginning;

Thence south 06 degrees 41 minutes 52 seconds east (leaving said north line) - 77.19 feet; thence north 90 degrees 00 minutes 00 seconds west - 88.28 feet; thence north 00 degrees 00 minutes 00 seconds east - 20.00 feet; thence south 90 degrees 00 minutes 00 seconds east - 63.79 feet; thence north 06 degrees 41 minutes 52 seconds west - 57.02 feet to the said north property line of said Stephen C. Ingerson and Lynda H. Ingerson; thence north 89 degrees 53 minutes 42 seconds east along said north line - 20.13 to the point of beginning.

Containing 2,843 square feet, or 0.065 acres, more or less.

Bearings are Mississippi State Plane Grid North (NAD 83 - North Zone).

Tax ID: 20910100.000002.01

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10625240