

Prepared By:
Global Signal Services LLC
Attn: Real Estate Department
301 N. Cattleman Road, Ste 300
Sarasota, FL 34232

After recording, Return To:
LandAmerica Comm'l Lender Svcs.
5600 Cox Road
Glen Allen, VA 23060
804-267-2205

AMENDMENT TO MEMORANDUM OF PCS SITE AGREEMENT

PREPARED BY AND WHEN RECORDED**RETURN TO:**

Global Signal Services LLC
 ATTN: Real Estate Department
 301 N. Cattleman Road, Ste. 300
 Sarasota, FL 34232

AMENDMENT TO MEMORANDUM OF PCS SITE AGREEMENT

This Amendment to Memorandum of PCS Site Agreement is made this 6 day of June, 2006, by and between STC Two, LLC, assignee of SprintCom, Inc. ("Lessee"), by and through its attorney in fact, Global Signal Acquisitions II LLC and Bettye B. Whitten Funderburk, trustee for Elizabeth Brittny Williford (the "Landlord").

WHEREAS, Global Services Acquisitions II LLC and Global Signal, Inc. (collectively and individually "Global") and STC Two, LLC, Sprint Telephony PCS, L.P., et al ("Sprint") entered into, and Tenant executed as a party, that certain Master Lease and Sublease dated as of May 26, 2005 (collectively the "Sublease") pursuant to which Global subleases or otherwise operates certain wireless communications towers and sites from Sprint; and

WHEREAS, pursuant to the terms of the Sublease, Sprint granted to Global a power of attorney to execute on Sprint's behalf ground lease amendments; and

WHEREAS, Global subleases the Site pursuant to the Sublease; and

WHEREAS, Landlord owns, in fee simple, that property commonly known as 3121 Bridgeforth Road (the "Property") further described on the attached Exhibit A; and

WHEREAS, Landlord and Tenant are parties to that certain PCS Site Agreement dated December 24, 1997 and ~~as amended pursuant to that certain Letter Agreement dated August 8, 2002 (the "Letter Agreement")~~, and that certain Second Amendment to PCS Site Agreement dated 6/14/06 (the "Second Amendment") (collectively, the "Lease") and as recorded pursuant to that certain Memorandum of PCS Site Agreement recorded in Book 78, Page 064 and Book 77, Page 237 ("Original Memorandum") whereby Tenant leased a portion of the Property (the "Site"); and

WHEREAS, pursuant to the ~~Letter Agreement and the~~ Second Amendment the parties hereto agreed to and have expanded the Site leased pursuant to the Lease as further described on the attached Exhibit B (the "Expanded Leased Premises"); and

WHEREAS, Landlord and Tenant desire to further evidence the existence of the Letter Agreement, the Second Amendment, and the Expanded Leased Premises and to amend the Original Memorandum as outlined herein.

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NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged by the parties hereto, the parties hereby state the following:

1. The parties hereby affirm and state that the Expanded Lease Premises as described on Exhibit "B" attached hereto constitutes the entire demised premises leased to Tenant by Landlord and hereby replaces Exhibit A as contained in the Original Memorandum.
2. Except as stated herein, all of the terms, covenants, and conditions of the Agreement are hereby ratified and confirmed and shall be and remain in full force and effect.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT TO MEMORANDUM OF AGREEMENT as of the date last signed by a party hereto.

WITNESSES:

TENANT:

STC Two, LLC

By: Global Signal Acquisitions LLC

Its: Attorney in Fact

By: Global Signal Services LLC

Its: Manager

Paul Higley
Name: Paul Higley
Carol Brown
Name: CAROL BROWN

[Signature]
By: Jason Catalini
Its: Senior Director, Real Estate
Date: 6/14/06

STATE OF FLORIDA
COUNTY OF SARASOTA

I, a Notary Public of the County and State aforesaid, certify that Jason Catalini personally appeared before me this day and acknowledged that he is the Senior Director of Real Estate of Global Signal Services LLC, and is personally known to me or produced _____ as identification, and who acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this 14th day of June, 2006.

Linda Picardi
Notary Public - State of FL
Printed Name: Linda Picardi
My Commission Expires: 12/22/07



WITNESSES:

LANDLORD:

**Betty B. Whitten Funderburk,
Trustee for Elizabeth Brittney
Williford**

Name: Jamey Funderburk

Betty B. Whitten Funderburk
By: _____
Its: _____

Name: Missina A. Patton

STATE OF
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that Bettye B. Whitten Funderburk, trustee for Elizabeth Brittney Williford appeared before me today and is personally known to me or produced D/C as identification, and who acknowledged the execution of the foregoing instrument.



WITNESS my hand and official seal this 6th day of June, 2006

Chris Clark
Notary Public - State of Mississippi
Printed Name: Chris R. Clark
My Commission Expires: April 9, 2009

**NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Apr 9, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

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EXHIBIT A
PARENT TRACT

DESCRIPTION OF LOT 11 OF THE BRIDGFORTH TRACT CONTAINING 7.24
ACRES IN PART OF SECTION 13; TOWNSHIP 2 SOUTH; RANGE 7 WEST;
DESOTO COUNTY, MISSISSIPPI.

Beginning at the intersection of the centerline of Bridgforth Road and the south line of Section 13; Township 2 South; Range 7 West, said point being 1380.70 feet west of the southeast corner of said section; thence north 12° 35' east 285.38 feet along Bridgforth Road to a point; thence north 9° 12' west 145.54 feet along said road to a point; thence north 37° 40' west 97.50 feet along said road to the northeast corner of lot 12 and the point of beginning of the following lot 11; thence south 82° 45' west 1287.20 feet to the northwest corner of lot 12; thence north 5° 29' west 260.0 feet along the west line of the Bridgforth tract to a point; thence north 82° 49' east 1127.30 feet to a point in Bridgforth Road; thence south 37° 40' east 300.00 feet along said road to the point of beginning and containing 7.24 acres more or less.

EXHIBIT B
1 OF 2
LEASED PREMISES

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 7 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF BRIDGEFORTH ROAD (A PUBLIC PAVED ROAD) AND THE SOUTH LINE OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 7 WEST, SAID POINT BEING 1380.70 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE SOUTH 89°51'11" WEST (LEAVING SAID CENTERLINE AND CONTINUING ALONG ABOVE SAID SOUTH SECTION LINE) 328.98 FEET; THENCE NORTH 00°00'00" WEST (LEAVING ABOVE SAID SOUTH SECTION LINE) 586.89 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°55'29" WEST - 82.77 FEET; THENCE NORTH 00°04'31" WEST - 50.00 FEET; THENCE NORTH 89°55'29" EAST - 82.77 FEET; THENCE SOUTH 00°04'31" EAST - 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,139 SQUARE FEET OR 0.095 ACRES OF LAND MORE OR LESS.

NON-EXCLUSIVE ACCESS & UTILITY EASEMENT

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 7 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF BRIDGEFORTH ROAD (A PUBLIC PAVED ROAD) AND THE SOUTH LINE OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAID POINT BEING 1380.70 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE SOUTH 89°51'11" WEST (LEAVING SAID CENTERLINE AND CONTINUING ALONG ABOVE SAID SOUTH SECTION LINE) 88.37 FEET; THENCE NORTH 00°00'00" WEST (LEAVING ABOVE SAID SOUTH SECTION LINE) 679.69 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING IN THE CENTERLINE OF BRIDGEFORTH ROAD; THENCE SOUTH 76°04'59" WEST (LEAVING SAID CENTERLINE OF BRIDGEFORTH ROAD) - 110.21 FEET; THENCE SOUTH 63°24'11" WEST - 149.45 FEET; THENCE NORTH 00°04'31" WEST - 27.94 FEET; THENCE NORTH 63°24'11" EAST - 142.03 FEET; THENCE NORTH 76°04'59" EAST - 102.28 FEET TO A POINT IN THE CENTERLINE OF BRIDGEFORTH ROAD; THENCE SOUTH 32°19'49" EAST ALONG SAID CENTERLINE - 26.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,348 SQUARE FEET (0.15 ACRES) MORE OR LESS.

EXHIBIT B
2 OF 2

