

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 FIVE LLC, a Delaware limited liability company ("*Lessor*"), GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("*Lessee*"), and SPRINT SPECTRUM L.P., a Delaware limited partnership ("*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

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 FIVE LLC,
a Delaware limited liability company

By: 

Name: **Don R. Mueller**

Title: **Assistant Vice President**

LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company

By: 

Name: **Keith Drucker**
Vice President

Title: **Corporate Development**

SPRINT COLLOCATOR:

SPRINT SPECTRUM L.P.,
a Delaware limited partnership

By: 

Name: **Don R. Mueller**

Title: **Assistant Secretary**

LESSOR BLOCK

STATE OF New York)
COUNTY OF New York) ss.

On 5 / 24 /2005, before me, the undersigned, personally appeared Don R. Mueller, 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 / 24 /2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Don R. Mueller, 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.

[Signature]
Notary Public

My commission expires:

MAURICE I. MICHAANE
NOTARY PUBLIC, State of New York
No. 01MI6101194
Qualified in New York County
Commission Expires Nov. 10, 2007

20050610000285070 6/10 \$38.00
Shelby Cnty Judge of Probate, AL
06/10/2005 11:22:19AM FILED/CERT

LESSEE BLOCK

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13th day of May, 2005 by Keith Drucker, member (or agent) on behalf of Global Signal Acquisitions II LLC, a limited liability company. He/she is personally known to me or has produced _____ as identification.

Signature: Mary Lou DiMaggio

Name (printed, typed or stamped): Mary Lou DiMaggio



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

SPRINT COLLOCATOR BLOCK

STATE OF NEW YORK)
) ss.

COUNTY OF NEW YORK)

On 5 / 24 /2005, before me, the undersigned, personally appeared
Don R. Mueller, 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 / 24 /2005, before me, the undersigned, a Notary Public in and for said State,
personally appeared Don R. Mueller, 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.

Mary M. Wagner
Notary Public
My commission expires:

MARY M. WAGNER
Notary Public, State of New York
No.
Qualified in New York County
Commission Expires January 27, 2007


20050610000285070 8/10 \$38.00
Shelby Cnty Judge of Probate, AL
06/10/2005 11:22:19AM FILED/CERT

Schedule 1 (one)

Connection Number 10622642

A lease by and between J.O. Kent and Patricia R. Kent, as lessor ("Lessor"), and Sprint Spectrum LP., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 1/8/1998 , in Instrument No. 1998-02757, affecting land described in attached legal description.

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

Exhibit A

Legal Description A parcel of land located in the Northwest Quarter and the Northwest Quarter of Section 3, Township 22 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest Corner of Section 3, Township 22 South, Range 2 West, thence with the North line of said section run South $88^{\circ}24'35''$ East for a distance of 7999.11 feet to a point thence run South $01^{\circ}35'25''$ West for a distance of 170.00 feet to a point of Beginning;

Thence run South $88^{\circ}24'35''$ East for a distance of 100.00 feet to a point;

Thence run South $01^{\circ}35'25''$ West for a distance of 100.00 feet to a point;

Thence run North $88^{\circ}24'35''$ East for a distance of 100.00 feet to the point of Beginning, said Parcel contains.023 acres.

40' Ingress/ Egress & Utility Easement

An easement situated in the Northwest Quarter and the Southwest Quarter of Section 3, Township 22 South Range 2 West, Shelby County. Alabama and being more particularly as follows:

Commence at the Northwest Corner of Section 3, Township 22 South Range 2 West, thence with the north line of said section run south $88^{\circ}24'35''$ East for a distance of 799.11 feet to a point; thence run South $01^{\circ}35'25''$ West for a distance of 270.00 feet to a point, thence run South $88^{\circ}24'35''$ East for a distance of 35.84 feet to the point of beginning of the centerline of Ingress/Egress and Utility Easement that lies 20 feet either side of said centerline as described herein; thence run south $16^{\circ}10'59''$ West for a distance of 235.75 feet to a point; thence run South $05^{\circ}54'13''$ West for a distance of 44.10 feet to a point; thence run south $13^{\circ}21'52''$ West for a distance of 219.61 feet to a point; thence run South $16^{\circ}18'10''$ West for a distance of 241.62 feet to a point; thence run South $08^{\circ}44'47''$ West for a distance of 50.48 feet to a point; thence run south $11^{\circ}43'40''$ West for a distance of 154.82 feet to a point; thence run South $07^{\circ}45'55''$ West for a distance of 51.13 feet to a point; thence run South $11^{\circ}41'40''$ West for distance of 145.79 feet to a point; thence run South $19^{\circ}37'21''$ West for a distance of 45.86 feet to a point; thence run South $17^{\circ}44'41''$ West for a distance of 151.11 feet to a point; thence run South $27^{\circ}50'17''$ West for a distance of 36.63 feet to a point; thence run South $38^{\circ}48'13''$ West for a distance of 47.77 feet to a point; thence run South, $34^{\circ}40'02''$ West for a distance of 49.93 feet to a point; thence run South $21^{\circ}43'27''$ West for a distance of 52.88 feet to a point; thence run South $15^{\circ}15'18''$ West for a distance of 48.13 feet to a point; thence run South $02^{\circ}13'11''$ West for a distance of 49.54 feet to a point; thence run South $15^{\circ}53'14''$ West for a distance of 51.87 feet to a point; thence run South $22^{\circ}27'05''$ West for a distance of 50.25 feet to a point; thence run south; $35^{\circ}00'35''$ West for a distance of 101.68 feet to a point; thence run south $36^{\circ}59'09''$ West for distance of 151.82 feet to a point; thence run South, $16^{\circ}36'52''$ West for a distance of 49.66 feet to a point; thence run South $04^{\circ}50'$

12" West for distance of 50.07 feet to a point; thence run South 18° 26' 06" West for distance of 97.06 feet to a point; thence run South 30° 44' 08" West for a distance of 49.56 feet to a point thence run South 38° 26' 37" West for a distance of 105.51 feet to a point thence run South 51° 44' 10" west for a distance of 52.05 feet to a point thence run North 89° 44' 04" West for a distance of 16.62 feet to a point on the eastern right of way line of Burrton Drive, as recorded in Deed Book 286 page 338 said point of being the terminus of easement.

Tax ID: 28-2-03-0-000-004-000

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10622642