

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

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



20050610000285100 7/10 \$38.00
Shelby Cnty Judge of Probate, AL
06/10/2005 11:22:22AM FILED/CERT

SPRINT COLLOCATOR 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:

JOHN LOVE
NOTARY PUBLIC, State of New York
No. 01LO6113933
Qualified in New York County
Commission Expires August 9, 2008



20050610000285100 8/10 \$38.00
Shelby Cnty Judge of Probate, AL
06/10/2005 11:22:22AM FILED/CERT

Schedule 1 (one)

Connection Number 10622646

A lease by and between Harold A. Miller and Julia Faye Miller, as lessor ("Lessor"), and Sprint Spectrum, L.P., as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 5/13/1997 , in Instrumetn No. 1997-14912, affecting land described in attached legal description.

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

Exhibit A

Legal Description A parcel of land situated in the Southwest Quarter of the SW/4 of the SW/4 of Section 35, T18S, R2E, the NW/4 of the NE/4 of the NE/4 of the NW/4 of Section 2, T19S, R2E, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE Corner of Section 2, T19S, R2E, and run South $89^{\circ}51'45''$ West along the north boundary of Section 2 for a distance of 2436.76 feet to a point said point being the POINT OF BEGINNING, thence run South $1^{\circ}56'46''$ East for a distance of 14.15 feet to a point; thence run South $88^{\circ}03'14''$ West for a distance of 338.95 feet to a point; thence run North $1^{\circ}56'46''$ West for a distance of 124.70 feet to a point, thence run $89^{\circ}47'09''$ East for a distance of 115.42 feet to a railroad spike; thence run North $1^{\circ}56'46''$ West for a distance of 189.29 feet to a point; thence run North $88^{\circ}03'14''$ East for a distance of 223.58 feet to a point thence run South $1^{\circ}56'46''$ East for a distance of 196.35 feet to a point; said point being the Point of beginning.

40' Ingress, Egress and Utility Easement

An easement situated in the S/2 of the SE/4 of Section 35, T18S, R2E and the NW/4 of NE/4 of Section 2, T19S, R2E, Shelby County Alabama, being more particularly described as follows:

Commence at the NE Corner of Section 2, T19S, R2E run South $89^{\circ}51'45''$ West along the north boundary of Section 2, for a distance of 2416.75 feet to a point; thence run South $1^{\circ}56'46''$ East for a distance of 113.51 feet to a point, said point being the Point of Beginning of the centerline of an Ingress, Egress and Utility Easement that lies 20 feet either side of herein described centerline; thence run North $1^{\circ}56'46''$ West for a distance of 242.75 feet to a point; thence run on a curve to the right having a radius of 252.28 feet, an arc length of 103.29 and being subtended by a chord bearing North $21^{\circ}09'21''$ East for 102.57 feet to a point; thence run North $33^{\circ}18'50''$ East for a distance of 76.69 feet to a point; thence run North $28^{\circ}27'32''$ East for a distance of 56.78 feet to a point; thence run North $24^{\circ}00'08''$ East for a distance of 79.69 feet to a point; thence run North $22^{\circ}56'13''$ East for distance of 66.31 feet to a point; thence run North $22^{\circ}27'34''$ East for a distance of 73.72 feet to a point; thence run North $27^{\circ}18'11''$ East for a distance of 55.37 feet to a point; thence run on a curve to the right having a radius of 533.54 feet, an arc length of 121.15 feet and being subtended by a chord bearing North $34^{\circ}44'35''$ East for 120.89 feet to a point; thence run on a curve to the right having a radius of 548.16 feet, an arc length of 198.33 feet and being subtended by a chord bearing North $63^{\circ}01'37''$ East for a distance of 197.74 feet to a point; thence run on a curve to the right having a radius of 242.05 feet, an arc length of 134.58 feet and being subtended by a chord bearing North $33^{\circ}34'18''$ East for a distance of 132.85 feet to a point; thence run South $76^{\circ}39'20''$ East for a distance of 56.57 feet to a point thence run South $75^{\circ}19'18''$ East for a distance of 82.00 feet to a point; thence South $80^{\circ}20'39''$ East for a distance of 71.72 feet to a point; thence run South $88^{\circ}28'26''$ East for a distance of 226.39 feet to a point; thence run

North 75°40'36" East for a distance of 67.17 feet to a point; thence run on a curve to the right having a radius of 847.58 feet, an arc length of 147.26 feet and being subtended by a chord bearing North 80°50'52" East for a distance of 147.07 feet to a point; thence North 81°34'32" East for distance of 74.31 feet to a point; thence run North 85°24'17" East for distance of 66.87 feet to a point; thence North 81°51'03" East for a distance of 197.29 feet to the West right of way of U. S. Highway 231 (a 100 foot right of way), said point being the terminus of easement

Tax ID: 05-7-35-0-0001-007.002

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10622646