

20060201000050400 1/11 \$41.00
Shelby Cnty Judge of Probate, AL
02/01/2006 08:08:51AM FILED/CERT

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

Prepared By: Sidley Austin Brown & Wood, 10 S. Dearborn St., Chicago, IL 60601
DOW (AL) - (0368)(BI03XC119)(3016305)(10622639)

Handwritten signature

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.*

CAB 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 January 20, 2008 (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.*

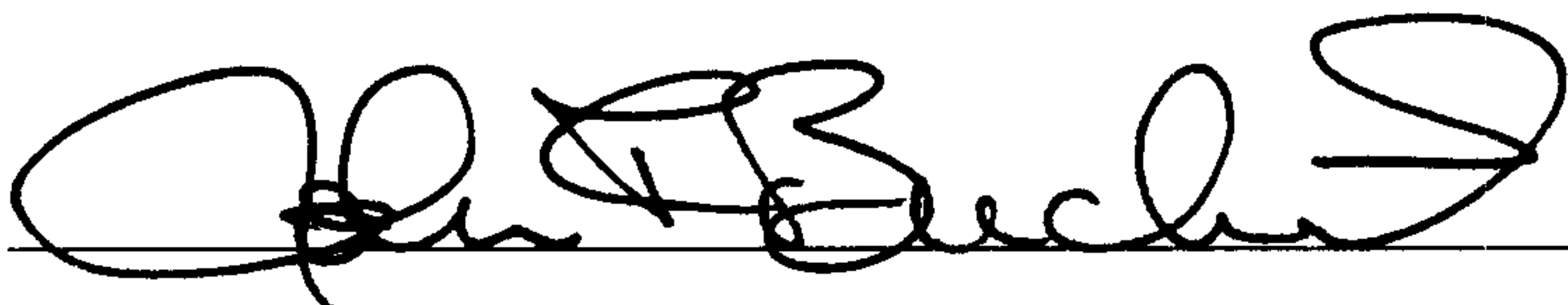
This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the
Conversion Closing Date.

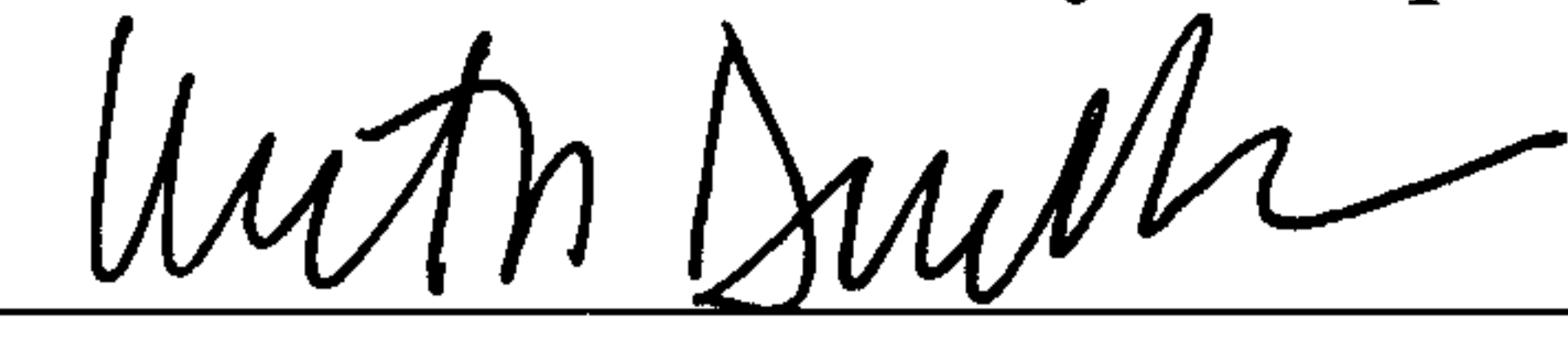
LESSOR:

STC FIVE LLC,
a Delaware limited liability company

By: 
Name: John F. Buchert
Title: Assistant Vice President

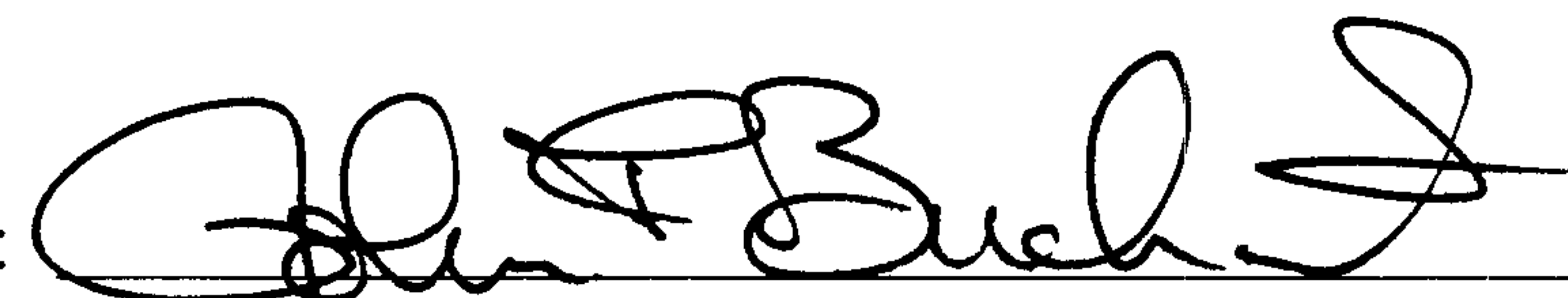
LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company

By: 
Name: Keith Drucker
Title: Vice President
Corporate Development

SPRINT COLLOCATOR:

SPRINT SPECTRUM L.P.,
a Delaware limited partnership

By: 
Name: John F. Buchert
Title: Assistant Secretary



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LESSEE BLOCK

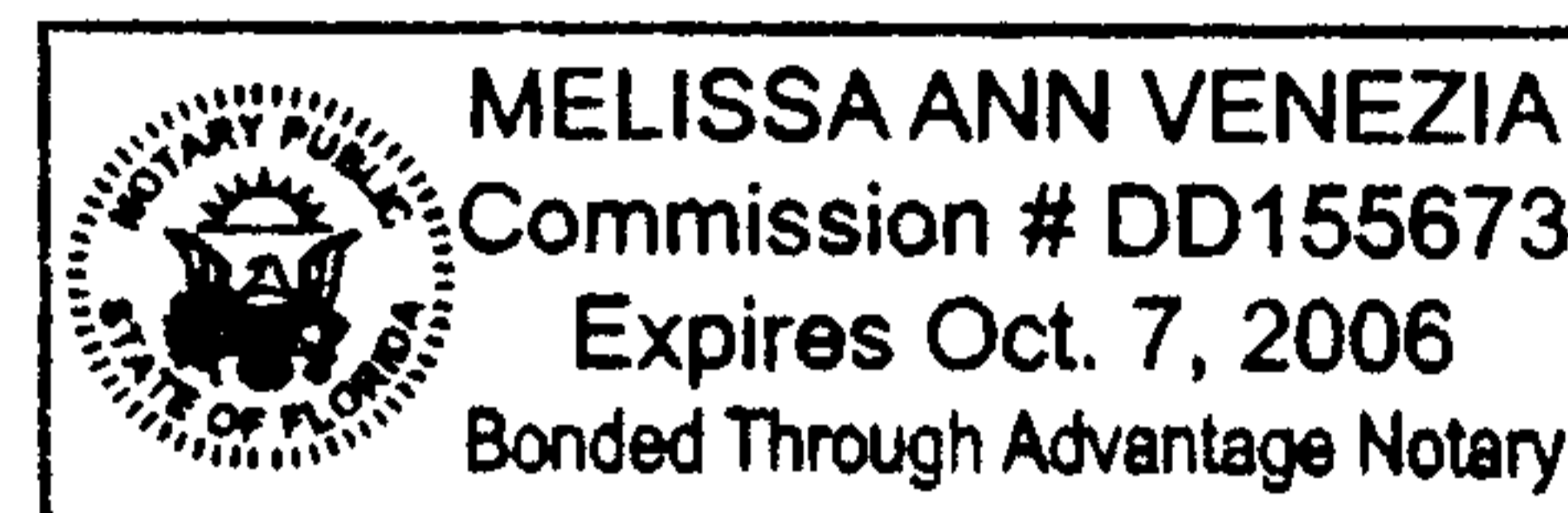
STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 5th day of JANUARY, 2006 by KETH 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: Melissa Ann Venezia

Name (printed, typed or stamped): Melissa Ann Venezia





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LESSOR BLOCK

State of Kansas }

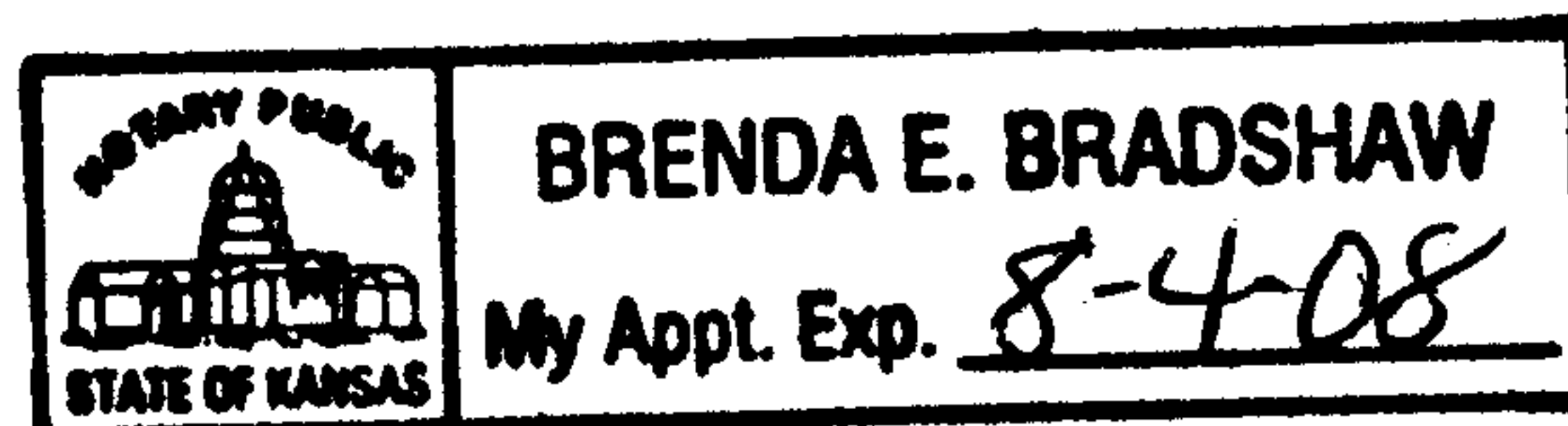
County of Johnson }

This instrument was acknowledged before me on December 29,
2005 by John F. Buchert as Assistant Vice President STC Five LLC,
a Delaware limited liability company

Brenda E Bradshaw
(signature of notarial officer)

(Seal, if any)

My appointment expires: 8-4-08



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SPRINT COLLOCATOR BLOCK

State of Kansas }

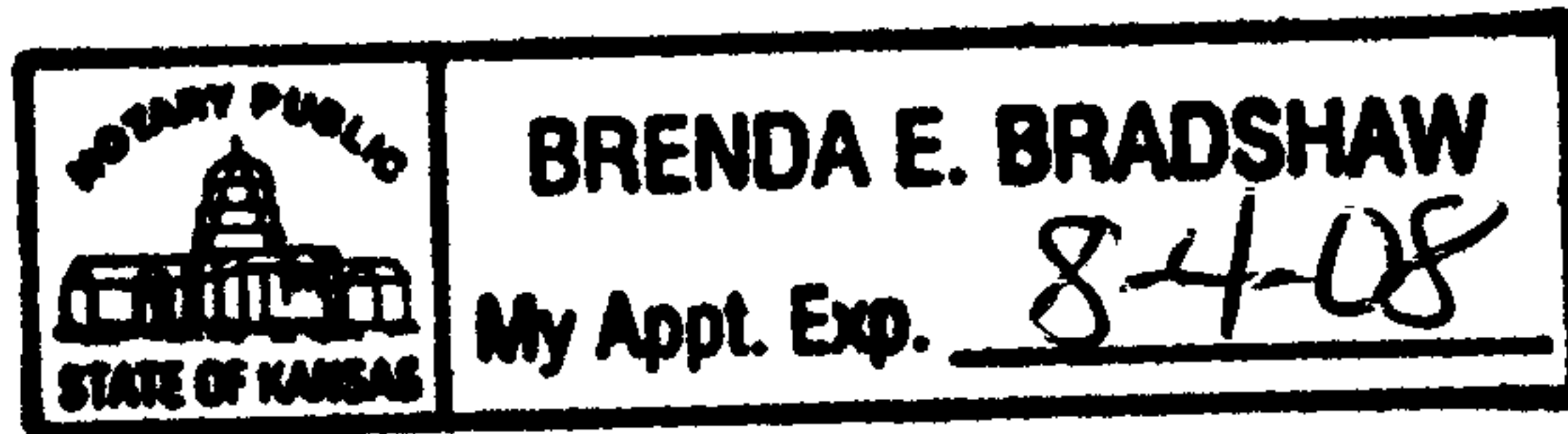
County of Johnson }

This instrument was acknowledged before me on December 29,
2005 by John E. Buchert as Assistant Secretary SPRINT SPECTRUM L.P.,
a Delaware limited partnership

Brenda E Bradshaw
(signature of notarial officer)

(Seal, if any)

My appointment expires: 8-4-08





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EXHIBIT A

Legal Description of Lessor's Leased Site

Located in the State of _____, County of _____, as described
below.

Schedule 1 (one)

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Connection Number 10622639

A lease by and between Creation Properties, LLC, an Alabama limited liability company, as lessor ("Lessor"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) PCS Site Agreement recorded 4/10/1997 , in Instrument No. 1997-11176, affecting land described in attached legal description; Said leasehold interest was assigned to STC FIVE LLC by an unrecorded assignment.

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

Exhibit A

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Legal Description A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 12, Township 21 South Range 3 west, Shelby County Alabama being more particularly described as follows:

Commence at a flat iron bar at the Southeast Corner of the Southeast Quarter of Section 12, Township 21 south, Range 3 West Shelby County; thence run North 86 degrees 20 feet 45 inches West along the south boundary of said Section for a distance of 431.72 feet to a point; thence run North 02 degrees 39 feet 15 inches East for a distance of 10 feet to a point; said point being the Point of Beginning thence run North 86 degrees 20 feet 45 inches West for a distance of 75.00 feet to a point; thence run North 03 degrees 39 feet 15 inches East for a distance of 75.00 feet to a point thence run South 86 degrees 20 feet 45 inches East for a distance of 75.00 feet to a point; thence run South 03 degrees 39 feet 15 inches West for a distance of 75.00 feet to a point said point being the Point of Beginning.

20' Wide Ingress and Egress Easement

An easement situated in the Southeast Quarter of the Southeast Quarter of Section 12, Township 21 South, Range 3 West Shelby County, Alabama, being more particularly described as follows:

Commence at a flat iron bar at the Southeast corner of the Southeast Quarter of Section 12, Township 21 South, Range 3 West Shelby County thence run North 86 degrees 20 feet 45 inches West along the south boundary of said section for a distance of 431.72 feet to a point; thence run North 03 degrees 39 feet 15 inches East for a distance of 16.00 feet to a point, said point being the Point of Beginning of the centerline of an Ingress and Egress Easement that lies 10 feet either side of herein described easement; thence run South 86 degrees 20 feet 45 inches East for a distance of 21.25 feet to a point; thence run North 38 degrees 45 feet 490 inches East for a distance of 39.25 feet to a point; thence run North 67 degrees 46 feet 53 inches East for a distance of 103.14 feet to a point; thence run North 76 degrees 19 feet 22 inches East for a distance of 44.63 feet to a point; thence run on a curve to the left having a radius of 74.61 feet an arc length of 66.01 feet and being subtended by a chord bearing North 44 degrees 00 feet 29 inches East for a distance of 63.88 feet to a point; thence run North 19 degrees 42 feet 19 inches East for a distance of 115.38 feet to a point; thence run North 13 degrees 55 feet 11 inches East for a distance of 133.79 feet to a point; thence run on a curve to the left having radius of 82.43 feet and an arc length of 85.81 feet and being subtended by a chord bearing North 32 degrees 06 feet 09 inches West for a distance of 81.99 feet to a point; thence run on a curve to the left having a radius of 121.47 feet and arc length of 93.00 feet, and being subtended by a chord bearing South 75 degrees 05 feet 54 inches West for a distance of 90.74 feet to a point; thence run South 57 degrees 38 feet 53 inches West for a distance of 141.54 feet to a point; thence run south 55 degrees 57 feet 28 inches West for a distance of 116.19 feet to a point; thence run south 33 degrees 39 feet 43 inches West for

a distance of 53.8 feet to a point; thence run on a curve on the right having a radius of 45.88 feet an arc length of 27.18 feet and being subtended by a chord bearing South 53 degrees 05 feet 56 inches West for a distance of 26.78 feet to a point thence run south 79 degrees 36 feet 24 inches for a distance of 79.49 feet to a point; thence run South 88 degrees 16 feet 55 inches West for a distance of 60.85 feet to a point; thence run North 45 feet 29 inches West for a distance of 75.45 feet to a point; thence run North 50 degrees 52 feet 10 inches West for a distance of 71.76 feet to a point; thence run North 78 degrees 24 feet 07 inches West for a distance of 52.09 feet to a point; thence run south 81 degrees 30 feet 29 inches West for a distance of 23.23 feet to a point; thence run North 35 degrees 51 feet 08 inches west for a distance of 20.34 feet to a point thence run on a curve to the left having a radius of 35.43 feet an arc length of 44.42 feet and being subtended by a chord bearing North 69 degrees 32 feet 50 inches West for a distance of 41.57 feet to a point; thence run South 76 degrees 29 feet 40 inches West for a distance of 41.57 feet to a point; thence run South 76 degrees 29 feet 40 inches West for a distance of 46.93 feet to a point; thence run South 86 degrees 39 feet 39 inches West for a distance of 67.25 feet to the southeasterly right of way county highway 26 (shadow drive an 80' right of way), said point being the terminus of easement

Tax ID: 23-1-12-0-000-066-003

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10622639