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Book - 9144 Pg - 5659-5667
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDAMERICA
9011 ARBORETUM PKWY STE 300
RICHMOND, UT 84203
BY: ZJM, DEPUTY - MA 9 P.

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 acknowledged 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

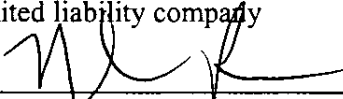
By: 

Name: Monica E. Rademacher

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:

SPRINT SPECTRUM L.P.,
a Delaware limited partnership

By: 

Name: Monica E. Rademacher

Title: Assistant Secretary

LESSOR BLOCK

STATE OF New York)
) ss.

COUNTY OF New York)

Monica E. Rademacher

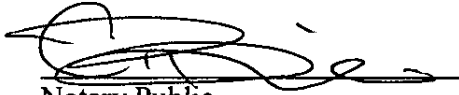
On 5/23 /2005, before me, the undersigned, personally appeared **Assistant Vice President**

_____, 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 **Monica E. Rademacher** _____, 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.



Notary Public


My commission expires:

CHRISTINA L. BIANCO
NOTARY PUBLIC, State of New York
No. 01BI6098832
Qualified in New York County
Commission Expires Nov. 17, 2007

LESSEE BLOCK

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13th day of May, 2005 by Melissa Buda, 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: 

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)

COUNTY OF New York) ss.)

Monica E. Rademacher

Assistant Secretary

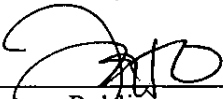
On 5 / 23/2005, before me, the undersigned, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 _____ **Monica E. Rademacher**, 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.

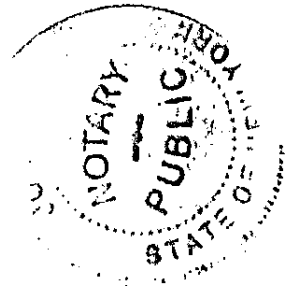
Assistant Secretary

Witness my hand and official seal.



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



Schedule 1 (one)

Connection Number 10627778

A lease by and between Harrison W. Justice and Nora J. Justice, as lessor ("Lessor"), and Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) PCS Site Agreement recorded 1/28/1997 , in Book 7586, Page 0689, affecting land described in attached legal description.

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

Exhibit A

Legal Description BEGINNING at a point which is South 229.42 feet and West 90.6 feet, more or less, from the Northeast corner of Section 16, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 703.21 feet; thence East 413.71 feet to the Southwest boundary of the Salt Lake City Drainage Canal; thence Southeast along said boundary line 62.79 feet to the Westerly line of Interstate Highway 215; thence Southerly 74 feet, more or less, along the arc of a 2999.79 foot radius curve to the left to a point 135 feet perpendicularly distant Westerly from the line of survey of said Highway at Engineer Station 864 plus 10.34; thence Southwesterly along said Highway right of way line 612.85 feet; thence West 262.2 feet to the point of BEGINNING.

LESS AND EXCEPTING therefrom the following described parcel of land; BEGINNING at a point South 229.42 feet and West 90.6 feet from the Northeast corner of Section 16, Township 1 North Range 1 West, Salt Lake Base and Meridian, and running thence North 0 degrees 04' 00" West 8.00 feet; thence North 89 degrees 57' 50" East 117.95 feet; thence North 0 degrees 04' 00" West 209.00 feet; thence North 89 degrees 57' 59" East 208.61 feet to the West right of way line of I-215 thence South 16 degrees 32' 14" West along said West right of way line 226.41 feet; thence South 89 degrees 57' 50" West 261.86 feet to the point of BEGINNING.

Tax ID: 08-10-300-008

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10627778