

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input type="checkbox"/>

**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.

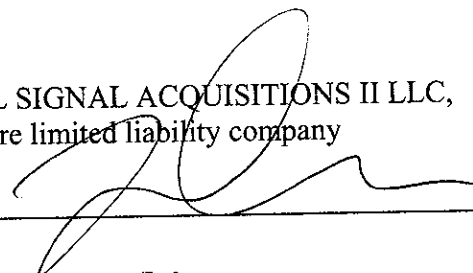
LESSOR:

STC FIVE LLC,
a Delaware limited liability company

By: 
Name: John E. Beaudoin
Title: Assistant Vice President

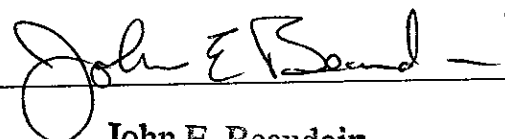
LESSEE:

GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company

By: 
Name: John Cacomanolis
Title: Senior Counsel

SPRINT COLLOCATOR:

SPRINT SPECTRUM L.P.,
a Delaware limited partnership

By: 
Name: John E. Beaudoin
Title: Assistant Secretary

LESSOR BLOCK

STATE OF New York)

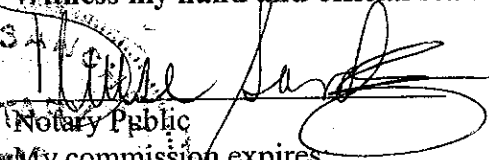
COUNTY OF New York) ss.)

On 5/24 /2005, before me, the undersigned, personally appeared John E. Beaudoin, 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 John E. Beaudoin, 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.

DENISE SANCHEZ
Notary Public, State of New York
No. 24-4980003
Qualified in Kings County
Commission Expires April 8, 20 07

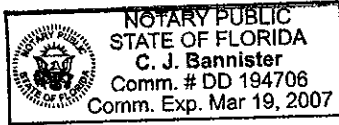
LESSEE BLOCK

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12th day of May, 2005 by John Calomandris, 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: [Handwritten Signature]

Name (printed, typed or stamped): _____



SPRINT COLLOCATOR BLOCK

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

On 5/24/2005, before me, the undersigned, personally appeared John E. Beaudoin, 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 John E. Beaudoin, 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.

Michelle J. Prescod
Notary Public
My commission expires:



MICHELLE J. PRESCOD
Notary Public, State of New York
No. 03-4979308
Qualified in Bronx County
Certificate Filed in New York County
Certificate Filed in Kings County
Commission Expires March 25, 2007

Schedule 1 (one)

Connection Number 10623882

A lease by and between JSC Properties, Inc., as lessor ("Lessor"), and Sprint Spectrum, L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 6/3/1997, in Book 44, Page 131, affecting land described in attached legal description.

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

Exhibit A

Legal Description Site situated in the county of Madison, State of Iowa and legally described as: Beginning at the Southwest (SW) corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section One (1), in township Seventy-seven (77) North of Range Twenty-eight (28) West of the 5th P.M., Madison county, Iowa, thence one eight two feet (182) East, more or less, along the south line of the Southwest Quarter (SW $\frac{1}{4}$) thence North twenty-five (25) feet, more or less, to the point of beginning; Thence North fifty (50) feet, thence East fifty (50) feet, thence South fifty (50) feet, thence West fifty (50) feet back to the point of beginning.

Tax ID: 190030146000000 and 19019003014600100000

When recorded, return to:

✓
↙ GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10623882