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Prepared by and return to:

Global Signal Acquisitions LLC  
301 N. Cattleman Road, Ste 300  
Sarasota, FL 34232  
Attention: Legal Department  
05030438 FW

2005 044610

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2005 JUN - 1 AM 11:28

MICHAEL A. BROWN  
RECORDER

**FILED**

JUN - 1 2005

054500514 JY

STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

Site #: Hobart #3011828

**MASTER BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Master Bill of Sale, Assignment, and Assumption Agreement ("**Bill of Sale**") is entered into as of this 19 day of may, 2005, by and between **HORVATH COMMUNICATIONS, INC.**, with an address of 401 E. Colfax Ave, Suite 101, South Bend, IN 46617 ("**Seller**"), and **GLOBAL SIGNAL ACQUISITIONS LLC**, a Delaware limited liability company, with an address of 301 N. Cattleman Road, Sarasota, FL 34232 ("**Purchaser**"), pursuant to the Purchase Agreement dated as of April 14, 2005 between Purchaser and Seller (the "**Purchase Agreement**"). All capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

Seller desires to assign, transfer, convey and deliver to Purchaser all right, title and interest of Seller in and to the Assets (as defined below) in accordance with the terms of the Purchase Agreement. The Purchase Agreement also provides for certain representations and warranties of the Seller and for the assumption by Purchaser of certain liabilities and obligations of Seller and the assignment to Purchaser of Seller's rights associated with the liabilities and obligations assumed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. (a) Seller hereby assigns, transfers, conveys, sells and delivers to Purchaser all of its rights, title and interest in and to (i) the ground leases and any amendments thereto described on the list attached hereto and made a part hereof as **Exhibit "A"** (collectively, the "**Ground Leases**") for the real property more particularly described on **Exhibit "B"** attached hereto and made a part hereof (the "**Property**"), (ii) all of the leases wherein any portion of the communications tower sites located on the Property are demised by Seller for the use or occupancy of other parties (the "**Tower Leases**") described on **Exhibit "C"** attached hereto and made a part hereof, (iii) the communications towers and all other improvements, equipment, fixtures and fittings located on or used in connection with the Property and owned by Seller (the "**Tower**"), (iv) all easements and other rights appurtenant to the Property and included in the Ground Leases (including, without limitation, those regarding access and utilities), (v) all

Lake County, IN

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Stewart Title Services  
of Northwest Indiana  
The Pointe  
5521 W. Lincoln Hwy.  
Crown Point, IN 46307

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deposits and prepayments pertaining to the Property, the Tower, the Ground Leases or any of the other items described above, (vi) all approvals, permits, licenses, orders, registrations, certificates, variances and similar rights obtained from governments or governmental agencies with respect to the Property and the Tower, and (vii) all books, records, files, documents, plats, architectural plans, drawings, specifications, studies, reports and other printed, electronic or written materials pertaining to the foregoing (collectively, the "**Assets**").

(b) TO HAVE AND TO HOLD the same unto Purchaser and its successors and assigns forever, to its and their own use and benefit.

(c) Seller hereby irrevocably constitutes and appoints Purchaser its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Seller or Purchaser, but on behalf and for the benefit of Purchaser, to demand, collect and receive for the account of Purchaser all of the Assets; to institute or prosecute, in the name of Seller or otherwise, all proceedings that Purchaser may deem necessary or convenient in order to realize upon, affirm or obtain title to or possession of or to collect, assert or enforce any claim, right, or title of any kind in or to the Assets; and to defend and compromise any and all actions, suits or proceedings in respect of any of the Assets. Seller agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller for any reason.

2. Purchaser hereby assumes and agrees to perform, discharge and satisfy, to the extent arising after the date hereof, all of the obligations of Seller relating to the Assets, including, without limitation, all obligations of Seller (i) as lessee, pursuant to the terms of the Ground Leases, and (ii) as lessor pursuant to the terms of any and all Tower Leases. Purchaser shall not have any obligation, duty or liability under the Ground Leases or any leases arising or accruing on or before the date hereof.

3. Seller hereby covenants and agrees with Purchaser that it shall duly execute and deliver all such further instruments of sale, transfer, assignment, and conveyance and all such notices, releases, acquittances, certificates of title and other documents as may be reasonably necessary to sell, transfer, assign and convey to and vest in Purchaser the Assets hereby sold, transferred, assigned and conveyed or intended so to be.

4. This Bill of Sale shall not be deemed to supersede any of the provisions of the Purchase Agreement.

5. All of the terms and provisions of this Bill of Sale shall be binding upon Seller, its successors and assigns and shall inure to the benefit of Purchaser, its successors and assigns.

6. This Bill of Sale shall be governed by the laws of the State of New York.

*[Remainder of page intentionally left blank. Signatures and acknowledgments to follow.]*

IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale as of the date first written above.

Witnesses:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**SELLER:**  
**Horvath Communications, Inc.**  
an Indiana corporation

By: \_\_\_\_\_  
Name: Joseph J. Horvath  
Its: \_\_\_\_\_

STATE OF Indiana  
COUNTY OF St. Joseph

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17<sup>th</sup> day of May, 2005, by \_\_\_\_\_ within in my jurisdiction, the within named Jacqueline Horvath who acknowledged that (he) (she) is President of Horvath Communications, an Indiana corporation and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do. (He) (She) personally known to me or has/have produced \_\_\_\_\_ (type of identification) as identification.

NOTARIAL SEAL



Name: \_\_\_\_\_  
Notary - State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

SELLER'S ADDRESS:

  
**HORVATH**  
COMMUNICATIONS  
401 E. Colfax Ave., Suite 101  
South Bend, IN 46617



IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale as of the date first written above.

Witnesses:

Charles J. Booker  
Print Name: **Charles Joseph Booker**

Susan M. Meyers  
Print Name: Susan M Meyers

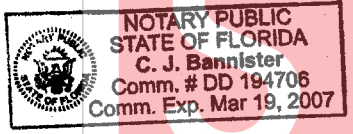
**PURCHASER:**  
**Global Signal Acquisitions LLC**, a  
Delaware limited liability company

By: [Signature]  
Name: **Ronald G. Bizick II**  
As its: **Executive Vice President of  
Corporate Development and  
Operations**

STATE OF FLORIDA  
COUNTY OF SARASOTA

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 17<sup>th</sup> day of May, 2005, within my jurisdiction, the within named Ronald G. Bizick II, who acknowledged that he is as Executive Vice President of Corporate Development and Operations of Global Signal Acquisitions LLC, a Delaware limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

NOTARIAL SEAL



[Signature]  
Name: \_\_\_\_\_  
Notary - State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

PURCHASER'S ADDRESS:

Global Signal Acquisitions LLC  
301 N. Cattleman Road  
Suite 300  
Sarasota, Florida, 34232



**EXHIBIT "A"**

**GROUND LEASE**

**LAKE COUNTY INDIANA**

Site Name: HOBART

Site Number: #3011828

Lease dated November 14, 2004

Recorded in the Lake County Recorder's Office as Document #2004 104031

Ground Lessor: St. Mary's Medical Center

Length of Lease Term: Initial Term five (5) years with nine (9) five (5) year renewal options

Escalator: Subject to Increase each year of the Initial Term and in each renewal term based upon the increase in the Consumer Price Index for Urban Wage Earners – Chicago



**EXHIBIT "B"**

**PROPERTY**

**PARCEL 1**

Description of Property: Part of the Northwest ¼ Section 6, Township 35 North, Range 7 West, of the 2<sup>nd</sup> Principal Meridian, more particularly described as follows: Commencing at a point on the South line of the Northeast ¼ of said Section 6 and 250 feet Westerly of the Southeast corner thereof; thence N00°00'00"E and parallel with the East line of said Section 6 a distance of 182.66 feet; thence S89°49'00"W, 154.80 feet more or less to the point between two buildings; thence S89°28'26"W on a line between said buildings and along said line extended 154.36 feet; thence N00°21'00"W, 171.24 feet more or less to the North line of the South 10 acres; thence N85°50'00"W parallel with the South line of the Northeast ¼ of said Section 6 a distance of 762.21 feet more or less to the West line of the Southeast ¼, Northeast ¼ of said Section 6; thence Southerly along the West line Southeast ¼, Northeast ¼ of said Section 6 a distance of 329.48 feet more or less to the Southwest corner of the Southeast ¼, Northeast ¼ of said Section 6; thence S85°50'00"E 1072.0 feet more or less to the point of beginning.

**PARCEL 2**

Road Easement: Part of the Northeast 1/4 Section 6, Township 35 North, Range 7 West, of the 2<sup>nd</sup> Principal Meridian, described as follows: Commencing at a point on the East line of said Section 6 and 250 feet North of the Southeast corner thereof; thence S00°00'00" W along the East line of said Section 6 a distance of 30 feet; thence N85°50'00"W and parallel with the South line of said Section 6 a distance of 250 feet; thence S00°00'00"E a distance of 37.34 feet; thence S89°49'00"W 19.9 feet; thence N00°11'00"E 68.87 feet; thence S85°50'00"E 270.27 feet more or less to the Point of Beginning.

**PARCEL 3**

20' Ingress and Egress Easement:

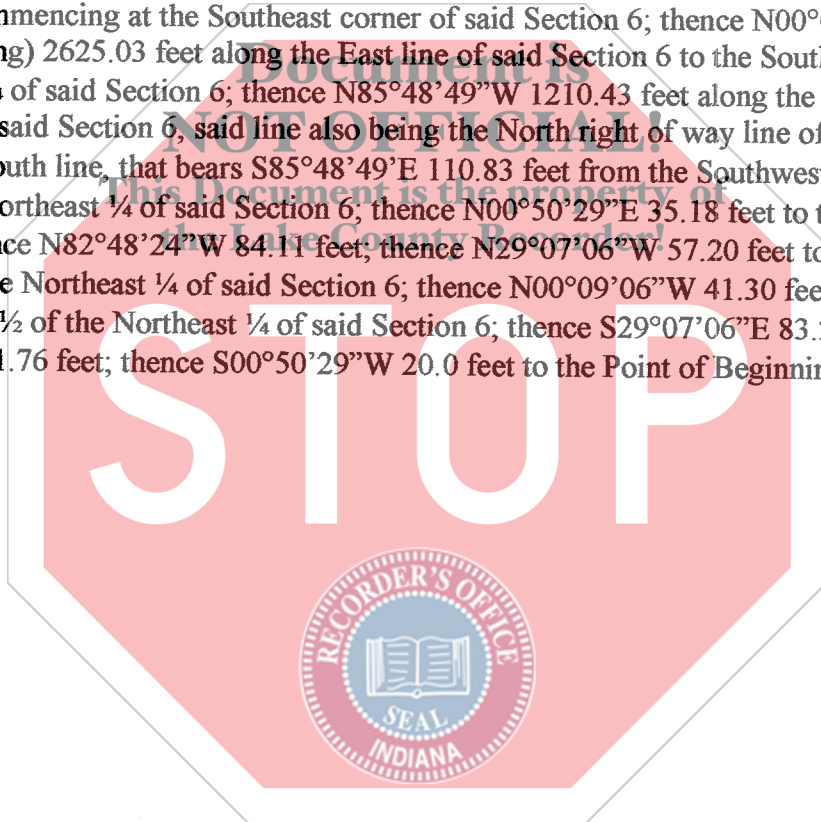
Part of the Northeast 1/4 Section 6, Township 35 North, Range 7 West, of the 2<sup>nd</sup> Principal Meridian, described as follows: Commencing at the Southeast corner of Northeast ¼ of said Section 6; thence N85°50'00"W along the South line of the Northeast ¼ of said Section 6 a distance of 250 feet; thence N00°00'00"E and parallel with the East line of said Section 6 a distance of 16.04 feet to the Point of Beginning; thence N85°50'00"W parallel with the South line of the Northeast ¼ of said Section 6 a distance of 303.48 feet; thence N00°11'00"W 202.72 feet; thence N89°49'00"E 20.0 feet; thence S00°11'00"E 184.29 feet; thence S85°50'00"E 263.48 feet; thence N00°00'00"W 145.05 feet; thence N89°49'00"E 20.0 feet; thence S00°00'00"W 166.62 feet more or less to the Point of Beginning.

Lease Area Description:

A parcel of land in the East ½ of the Northeast ¼ of Section 6, Township 35 North, Range 7 West of the Second Principal Meridian, Lake County, Indiana being more particularly described as follows: Commencing at the Southeast corner of said Section 6; thence N00°00'00"E (assumed bearing) 2625.03 feet along the East line of said Section 6 to the Southeast corner of the Northeast ¼ of said Section 6; thence N85°48'49"W 1210.43 feet along the South line of the Northeast ¼ of said Section 6, said line also being the North right of way line of 14<sup>th</sup> Street, to a point on said South line, that bears S85°48'49"E 110.83 feet from the Southwest corner of the East ½ of the Northeast ¼ of said Section 6; thence N00°50'29"E 35.18 feet to the Point of Beginning; thence continuing N00°50'29"E 75.0 feet; thence S89°09'31"E 75.0 feet; thence S00°50'29"W 75.0 feet; thence N89°09'31"W 75.0 feet to the Point of Beginning. Containing 5,625 square feet, more or less.

Access & Utility Easement Description:

A parcel of land in the East ½ of the Northeast ¼ of Section 6, Township 35 North, Range 7 West of the Second Principal Meridian, Lake County, Indiana being more particularly described as follows: Commencing at the Southeast corner of said Section 6; thence N00°00'00"E (assumed bearing) 2625.03 feet along the East line of said Section 6 to the Southeast corner of the Northeast ¼ of said Section 6; thence N85°48'49"W 1210.43 feet along the South line of the Northeast ¼ of said Section 6, said line also being the North right of way line of 14<sup>th</sup> Street, to a point on said South line, that bears S85°48'49"E 110.83 feet from the Southwest corner of the East ½ of the Northeast ¼ of said Section 6; thence N00°50'29"E 35.18 feet to the Point of Beginning; thence N82°48'24"W 84.11 feet; thence N29°07'06"W 57.20 feet to the West line of the East ½ of the Northeast ¼ of said Section 6; thence N00°09'06"W 41.30 feet along the West line of the East ½ of the Northeast ¼ of said Section 6; thence S29°07'06"E 83.21 feet; thence S82°48'24"E 71.76 feet; thence S00°50'29"W 20.0 feet to the Point of Beginning.



**EXHIBIT "C"**

**TOWER LEASES**

**HOBART #3011828**

Tenant: CITY OF HOBART

Commencement Date: 11/12/2004

Length of Lease Term: Initial Term five (5) years with nine (9) five (5) year renewal options

Escalator: N/A

Tenant: ST. MARY'S MEDICAL CENTER

Commencement Date: 11/12/2004

Length of Lease Term: Initial Term five (5) years with nine (9) five (5) year renewal options

Escalator: N/A

