

This instrument prepared by  
~~and after recording return to:~~  
Legal Department Attn:  
Global Signal Acquisitions IV LLC.  
301 North Cattlemen Rd. Suite 300  
Sarasota, Florida 34232

2007 042649

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 MAY 24 PM 1:04

MICHAEL A. BROWN  
RECORDER

Site: O/U# 3027018 BUN# 875682 Hyspeed Wash (Lake County, Indiana)

**FILED**

MAY 24 2007

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

**ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AGREEMENT (this "Assignment") is made this 26 day of April, 2007, by and between **Joseph Ralph Izynski, Sr.** ("Assignor") whose address is 1421 West 11<sup>th</sup> Avenue, Gary, IN 46404 and **Global Signal Acquisitions IV LLC**, a Delaware limited liability company ("Assignee") whose address is 301 N. Cattlemen Road, Suite 300, Sarasota, FL 34232.

WHEREAS, Assignor is the current lessor under that certain PCS Site Agreement dated July 13, 1998 originally by and between Joseph Ralph Izynski, Sr. and SprintCom, Inc., a Kansas corporation, as more fully described in Exhibit "A" attached hereto and incorporated by reference herein (hereafter the "Ground Lease"); and

WHEREAS, Assignor has agreed to convey, transfer and assign to Assignee all of its right, title and interest in and to that certain Ground Lease (the "Assigned Lease") and Assignee has agreed to accept an assignment thereof; and

WHEREAS, the Assigned Lease pertains to certain real property more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Subject Property"); and

**OPERATIVE PROVISIONS**

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Background Recitals hereinabove are true and correct and are incorporated herein by this reference.

2. The Assignor hereby assigns to Assignee all of its right, title and interest in and to the Assigned Lease, together with any amendments to the Assigned Lease, and Assignee hereby assumes and agrees to perform all of the Assignor's obligations under the Assigned Lease upon the terms and conditions set forth in the Assigned Lease.

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3. Except as expressly set forth herein, the terms of the Assigned Lease shall remain in full force and effect, unaltered by this Assignment.

4. Assignor hereby covenants and agrees that the Assigned Lease is in full force and effect, has not otherwise been modified or extended, and that as of the date hereof, Assignor is not aware of any defaults under the Assigned Lease. Assignor further covenants that it has full right and authority to execute and deliver this instrument. Assignor covenants that it is the lawful owner of the landlord's interest in the Assigned Lease and that no other party has any interest in or claim against the Landlord's interest in the Assigned Lease, that Assignor has full right and authority to execute and deliver this instrument, and to assign the Assigned Lease to Assignee.

5. Assignee hereby agrees to completely indemnify and hold harmless Assignor from and against any and all liability, claims, demands, breaches, suits or any other cause of action (collectively, the "Claims") relating to, arising out of, or otherwise in connection with the Assigned Lease, which Claims relate to the occurrence or non-occurrence of any event which post date the date of this Assignment.

6. Assignor hereby covenants, agrees and represents that all consents, approvals and authorizations necessary to consummate the transaction contemplated hereby have been procured.

7. Assignor hereby covenants and agrees that any and all rent, fees or other payments under the Assigned Lease is now fully paid and current.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.



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

ASSIGNOR:

Witnesses:

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

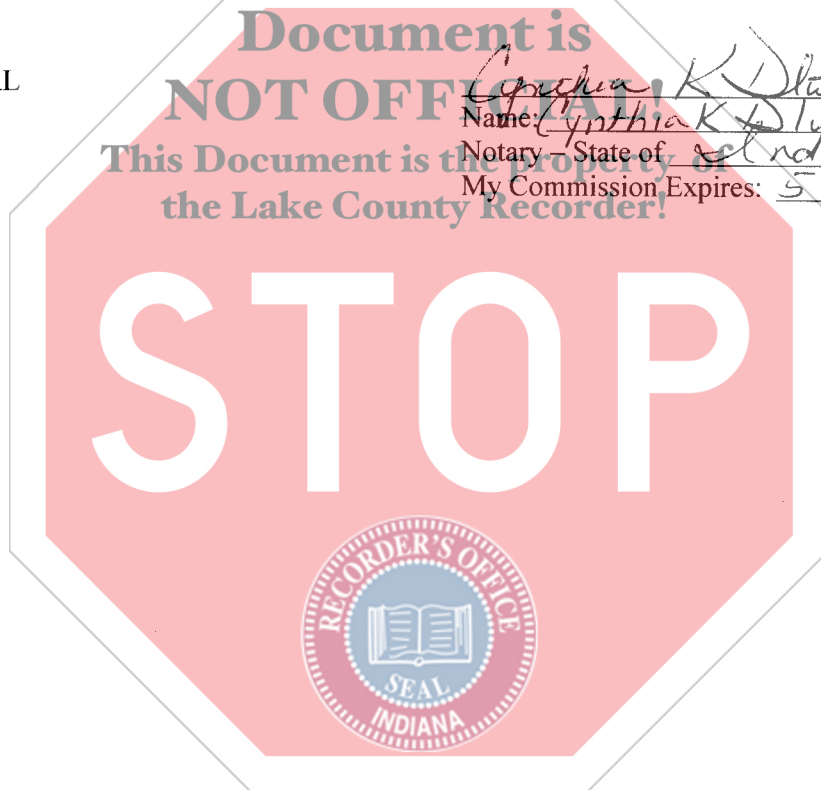
Joseph R Izynski Sr.  
Joseph Ralph Izynski, Sr.

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

STATE OF Indiana  
COUNTY OF Porter

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16 day of April, 2007, within in my jurisdiction, the within named Joseph Ralph Izynski, Sr. who acknowledged that he executed the above and foregoing instrument. He is personally known to me or has/have produced INDL (type of identification) as identification.

NOTARIAL SEAL



Cynthia K Dytkowski  
Name: Cynthia K Dytkowski  
Notary - State of Indiana  
My Commission Expires: 5-8-2014

**ASSIGNEE:**

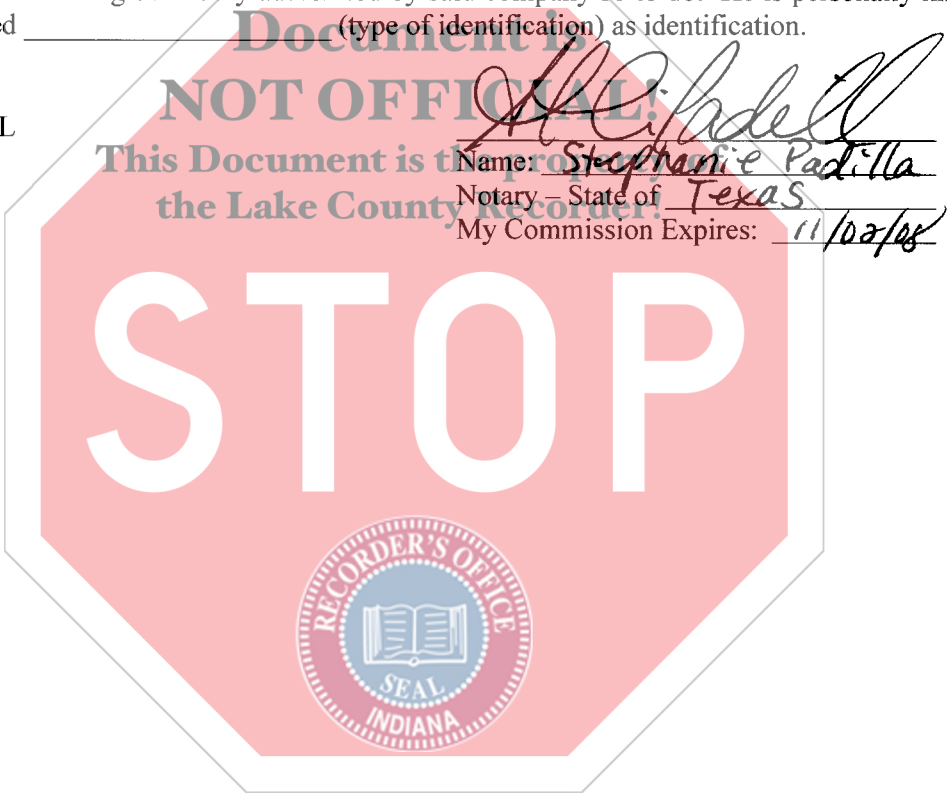
**Global Signal Acquisitions IV LLC,**  
a Delaware limited liability company

By: [Signature]  
Name: R. Christopher Mooney  
As its: Director-Operations Initiatives

STATE OF Texas  
COUNTY OF Harris

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 18th day of April, 2007, within my jurisdiction, the within named R. Christopher Mooney who acknowledged that he is Dir. - Ops. Initiative of Global Signal Acquisitions IV 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 company so to do. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

NOTARIAL SEAL



**EXHIBIT "A"**  
**Lease Description**

That certain PCS Site Agreement dated 7/13/1998 between Joseph Ralph Izynski, Sr., Lessor and SprintCom, Inc., a Kansas corporation, Lessee, as evidenced by the Memorandum of PCS Site Agreement by and between Joseph Ralph Izynski, Sr. and SprintCom, Inc., a Kansas corporation, recorded on 5/28/1999 in Instrument No. 99045385; as affected by terms and conditions of Site Designation Supplement to Master Lease and Sublease Agreement dated 5/26/2005, by and between STC Two LLC, a Delaware limited liability company, Lessor, Global Signal Acquisitions II LLC, a Delaware limited liability company, Lessee, and SprintCom, Inc., a Kansas corporation, Sprint Collocator, recorded on 6/6/2005 in Instrument No. 2005-046223; as affected by the Affidavit of Facts Relating to Title dated as of 10/6/2005, by and between SprintCom, Inc., a Kansas corporation and STC Two LLC, a Delaware limited liability company; said rights were subleased by STC to Global Signal Acquisitions II LLC, a Delaware limited liability company, recorded on 10/20/2005 in Instrument No. 2005-092449.



**EXHIBIT "B"**  
**Subject Property**

**Tower Area:**

A part of Lots 4 and 5 in Block 1 Addition to Gary Land Company's Elavants Subdivision, the plat of which is recorded in Plat Book 19, page 19, Lake County, Indiana, described as follows: Commencing at the Northwest corner of said Lot 4; thence South 88 degrees 53 minutes 30 seconds East 15.40 feet along the North line of said Lot 4; thence South 1 degree 06 minutes 42 seconds West 81.25 feet to the Point of Beginning of this description; thence South 88 degrees 53 minutes 16 seconds East 30.00 feet; thence South 1 degree 06 minutes 42 seconds West 40.00 feet; thence North 88 degrees 53 minutes 18 seconds West 30.00 feet; thence North 1 degree 06 minutes 42 seconds East 40.00 feet to the Point of Beginning and containing 1,200 square feet, more or less.

**Access and Utility Area:**

A part of Lots 4 in Block 1 Addition to Gary Land Company's Elavants Subdivision, the plat of which is recorded in Plat Book 19, page 19, Lake County, Indiana, described as follows: Beginning at a point on the North line of said Lot 4, which point is South 88 degrees 53 minutes 30 seconds East 3.40 feet from the Northwest corner of said Lot 4; thence South 88 degrees 53 minutes 30 seconds East 12.00 feet along said North line; thence South 1 degree 06 minutes 42 seconds West 101.25 feet; thence North 88 degrees 53 minutes 18 seconds West 12.00 feet; thence North 1 degree 06 minutes 42 seconds East 101.25 feet to the Point of Beginning and containing 1,215 square feet, more or less.



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

Dianne Carter  
Dionne Carter

STOP

AFTER RECORDING, PLEASE RETURN TO:

LandAmerica Com'l Lender & Servs  
5600 Cox Road  
Richmond, VA 23080

Attn: Maria Jones

This instrument was prepared by:  
Legal Department  
Global Signal Acquisitions IV LLC  
301 N. Cattlemen Road #300  
Sarasota FL 34232

