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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 DEC -8 AM 11:28

MICHAEL A. BROWN
RECORDER

PREPARED BY:
Md7 Capital One, LLC

WHEN RECORDED RETURN TO:

Michael Fraunces, President
3721 Valley Centre Drive
Suite 301
San Diego, CA 92130



RETURN TO DIONNE CARTER
Lawyers Title Insurance Corp
7130 Glen Forest Dr. Ste. 300
Richmond, VA 23226

PARCEL #: 64-05-15-232-001.000-016
(08-003113044)

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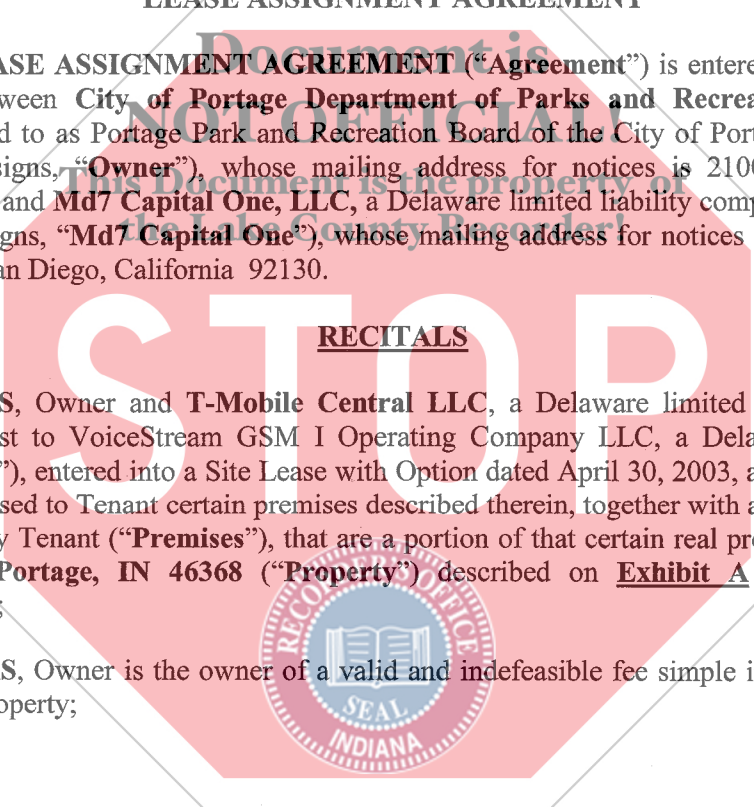
LEASE ASSIGNMENT AGREEMENT

THIS LEASE ASSIGNMENT AGREEMENT ("Agreement") is entered into on October 20, 2009, by and between **City of Portage Department of Parks and Recreation**, previously and erroneously referred to as Portage Park and Recreation Board of the City of Portage (together with its successors and assigns, "**Owner**"), whose mailing address for notices is 2100 Willowcreek Road, Portage, IN 46368, and **Md7 Capital One, LLC**, a Delaware limited liability company (together with its successors and assigns, "**Md7 Capital One**"), whose mailing address for notices is 3721 Valley Centre Drive, Suite 301, San Diego, California 92130.

RECITALS

WHEREAS, Owner and **T-Mobile Central LLC**, a Delaware limited liability company, as successor in interest to VoiceStream GSM I Operating Company LLC, a Delaware limited liability company ("**Tenant**"), entered into a Site Lease with Option dated April 30, 2003, as amended ("**Lease**"), whereby Owner leased to Tenant certain premises described therein, together with any and all other space currently utilized by Tenant ("**Premises**"), that are a portion of that certain real property located at **5250 US Highway 6, Portage, IN 46368** ("**Property**") described on **Exhibit A** attached hereto and incorporated herein;

WHEREAS, Owner is the owner of a valid and indefeasible fee simple interest (the "**Owner's Interest**") in the Property;



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WHEREAS, Owner and Md7 Capital One desire to enter into an agreement whereby Md7 Capital One shall pay to Owner, the Up-Front Fee (as defined in the Terms and Conditions defined below) in exchange for, among other things, Owner's assignment to Md7 Capital One of all of the following for the Assignment Term (defined below) subject to Tenant's rights under the Lease: (i) all of Owner's rights, title and interests in, to and under the Lease, including the right to collect all rents from Tenant, including base rent, additional rent (with the exception of any collocation rent), late charges, interest, fees and other monies, (ii) Owner's right to use and possess the Premises described in the Lease, and (iii) all of Owner's other rights and interests under the Lease (collectively, the "**Assigned Rights**"); and

WHEREAS, additional terms and conditions relating to the assignment by Owner to Md7 Capital One of the Assigned Rights are set forth in that certain document named Lease Assignment Agreement (Terms and Conditions) dated October 20, 2009, by and between Owner and Md7 Capital One ("**Terms and Conditions**"), which is hereby incorporated herein in its entirety.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals (including all provisions of the Terms and Conditions), which are hereby incorporated herein in their entirety, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Owner and Md7 Capital One agree as follows:

1. Up-Front Fee. As full consideration for the Assignment (defined below) and Owner's continued performance of its obligations under the Lease, Md7 Capital One shall pay to Owner, within five (5) business days following the Commencement Date (defined below), the up-front fee ("**Up-Front Fee**").

2. Assignment; Amendment. Owner hereby irrevocably, unconditionally and absolutely conveys, transfers and assigns to Md7 Capital One the Assigned Rights for the Assignment Term (the "**Assignment**"). During the Assignment Term, and unless otherwise expressly provided herein, Md7 Capital One shall have the sole and exclusive right to exercise (or the right to require Owner to exercise) the Assigned Rights, including, without limitation, the right to accept or make notices on behalf of the landlord/licensor under the Lease, and to amend the Lease.

3. Term of Assignment. The term of the Assignment ("**Assignment Term**") shall commence on January 10, 2010 ("**Commencement Date**"), and shall expire on January 9, 2025 ("**Expiration Date**"). Provided that the Lease shall not have sooner been terminated, at 12:00 midnight on the day following the Expiration Date ("**Reversion Date**"), the Lease automatically shall revert back to a direct lease between Owner and Tenant. Prior to the Commencement Date, Md7 Capital One may deliver written notice ("**Cancellation Notice**") to Owner of Md7 Capital One's election not to undertake the Assignment, in which event this Agreement shall automatically terminate and be of no further force and effect upon Owner's receipt of the Cancellation Notice, and the Lease shall continue by its terms between Owner and Tenant.

4. Lease Term. The last day of the current term of the Lease shall be deemed amended and extended through, or moved-up to, as applicable, the Expiration Date, and neither Tenant, Md7 Capital One nor any other party shall be required to exercise any renewal option or take any other action in order for the current term of the Lease to continue through, and end on, the Expiration Date.

5. Obligations. The parties acknowledge that, by this Assignment, Md7 Capital One has not assumed, and does not intend to assume, any of the obligations, duties or liabilities of Owner under

the Lease, and no act or forbearance by Md7 Capital One under this Agreement shall be deemed an assumption by Md7 Capital One of any obligations of Owner. During the Assignment Term, Md7 Capital One shall not have any liability or obligation with respect to the care, management or repair of the Property or Premises or any part thereof or for any injury or damage sustained by any person in, on, under or about the Property or Premises. Owner shall remain responsible for covenanting Tenant's quiet enjoyment and possession of the Premises, and for the performance of all conditions, covenants, obligations and duties required of Owner under the Lease and under applicable laws and regulations at all times during the Assignment Term.

6. No Modifications. During the Assignment Term, Owner shall not have the right, without the prior written consent of Md7 Capital One (which may be withheld in Md7 Capital One's sole discretion), to modify, extend, renew or terminate (including eviction) the Lease, or to waive any default under the Lease.

7. Successor Lease. Upon the early termination of the Lease during the Assignment Term for any reason, Owner agrees that Md7 Capital One may elect to terminate this Agreement or to become the tenant of the Premises upon terms and conditions identical to those in the Lease, as amended (the "Md7 Capital One Lease"), and upon the provisions of the Terms and Conditions.

8. Assignment; Secured Parties. Md7 Capital One shall have the right to sublease the Premises and/or assign, sell, pledge or otherwise transfer any and all of its rights, title or interests in, to or under this Agreement, the Lease, the Premises or the Md7 Capital One Lease, including to any pledgees, mortgagees, holders of security interests, trustees, lenders or other parties providing financing to Md7 Capital One (individually, "Secured Party"), without the prior consent of Owner.

9. Miscellaneous Provisions.

- (a) This Agreement shall run with the Property, and shall inure to the benefit of and shall bind the successors and assigns of the parties to this Agreement;
- (b) Interpretation of this Agreement shall be governed by the internal laws of the State in which the Premises are located without regard for principles of conflicts of law;
- (c) To the extent permitted by law, each party waives any right to a jury trial in any action or proceeding to enforce or interpret this Agreement;
- (d) This Agreement may be executed in multiple counterparts; and
- (e) This Agreement may be recorded in the relevant recording jurisdiction where the Property is located.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

OWNER:

City of Portage Department of Parks and Recreation

By: *KH*

Print Name: *Kenneth H. Lorenz*

Title: *President*

By: *Peter C. Jones*

Print Name: *PETER C. JONES*

Title: *Vice president*

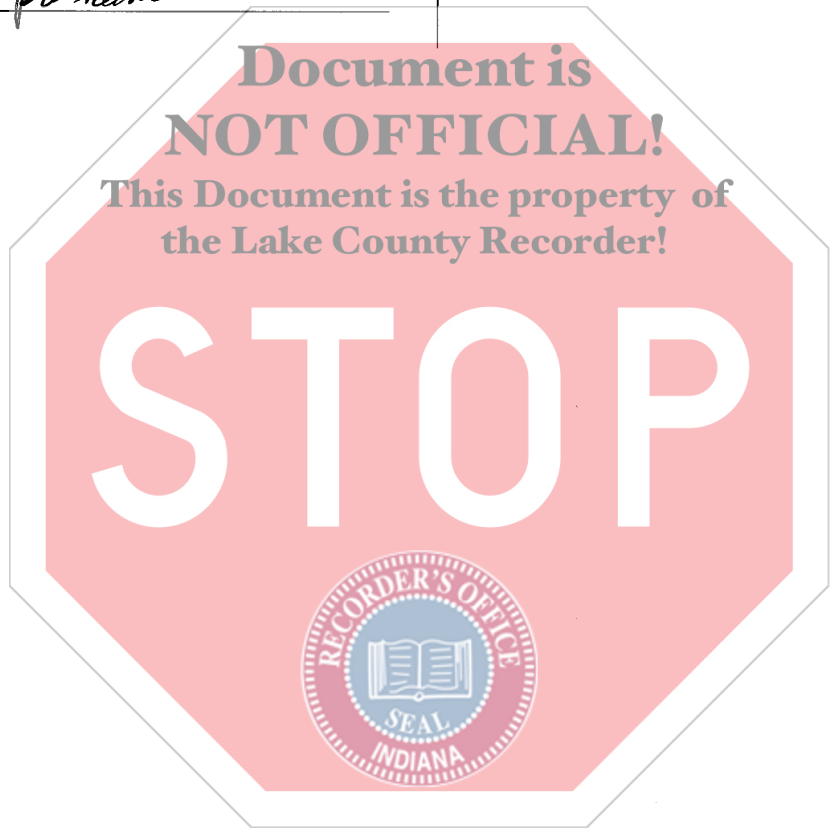
Md7 Capital One:

Md7 Capital One, LLC, a Delaware limited liability company

By: *[Signature]*

Print Name: Thomas E. Leddo

Title: Vice President



OWNER ACKNOWLEDGEMENT

STATE OF Indiana)

COUNTY OF Porter)

On November 4, , 20 09 before me, [print name and title of notarial officer here:] Alice L. Prickett, a notary, personally appeared [print name of person whose signature is being acknowledged here:]

Kenneth H. Lorenz, who 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 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.

WITNESS my hand and official seal.

Signature Alice L. Prickett

(Seal)

My commission expires: May 21, 2016



STATE OF Indiana)

COUNTY OF Porter)

On November 4, , 20 09 before me, [print name and title of notarial officer here:] Alice L. Prickett, a notary, personally appeared [print name of person whose signature is being acknowledged here:]

Ruth C. Jones, who 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 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.

WITNESS my hand and official seal.

Signature Alice L. Prickett

(Seal)

My commission expires: May 21, 2016

EXHIBIT A

PREMISES DESCRIPTION AND LEGAL DESCRIPTION OF PROPERTY

Grantee address

Street Address: 5250 US Highway 6, Portage, IN 46368

Parcel #: 64-05-15-232-001.000-016 (08-003113044)

Legal Description:

That certain cell tower site (and easement) located on a portion of the real property described as follows:

Part of the northeast quarter of the northeast quarter of Section 15, Township 36 North, Range 7 West of the Second Principal Meridian in the City of Portage, Porter County, Indiana, lying south of Evergreen Meadows Unit N2 4-A, a subdivision as shown in Plat File 13-E-3 in the Office of the Recorder of said County, which part lies west of the east line of said subdivision extended to the south line of said northeast quarter.

AND BEING the same property conveyed to Byco from Jacquelyn M. Sterling by Tax Title Deed dated August 13, 1987 and recorded August 14, 1987 in Deed Book 381, Page 33; AND FURTHER CONVEYED to City of Portage Department of Parks and Recreation from Mont R. Jones, Charlotte A. Munter, and Wanda Y. Vajner, collectively doing business under the name Byco by Quit-Claim Deed dated March 12, 1997 and recorded April 25, 1997 in Deed Book 477, Page 597.

