

IN-5131

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 JAN 11 AM 9:02

CAROL ANN WALSH
ACTING RECORDER

When Recorded Return To:

Lawyers Title Insurance Corp.\CLSS
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226

2010 001466

Prepared By:

GTP Towers I, LLC
750 Park of Commerce Blvd.,
Suite 300
Boca Raton, FL 33487

#11020533

AGREEMENT REGARDING GROUND LEASE

THIS AGREEMENT REGARDING GROUND LEASE (this "**Agreement**") is made as of 11-30-, 2009, between the party identified as "Landlord" on the signature page hereof ("**Landlord**") and Global Tower, LLC through one of its affiliates, subsidiaries and/or assigns ("**Global Tower Tenant**").

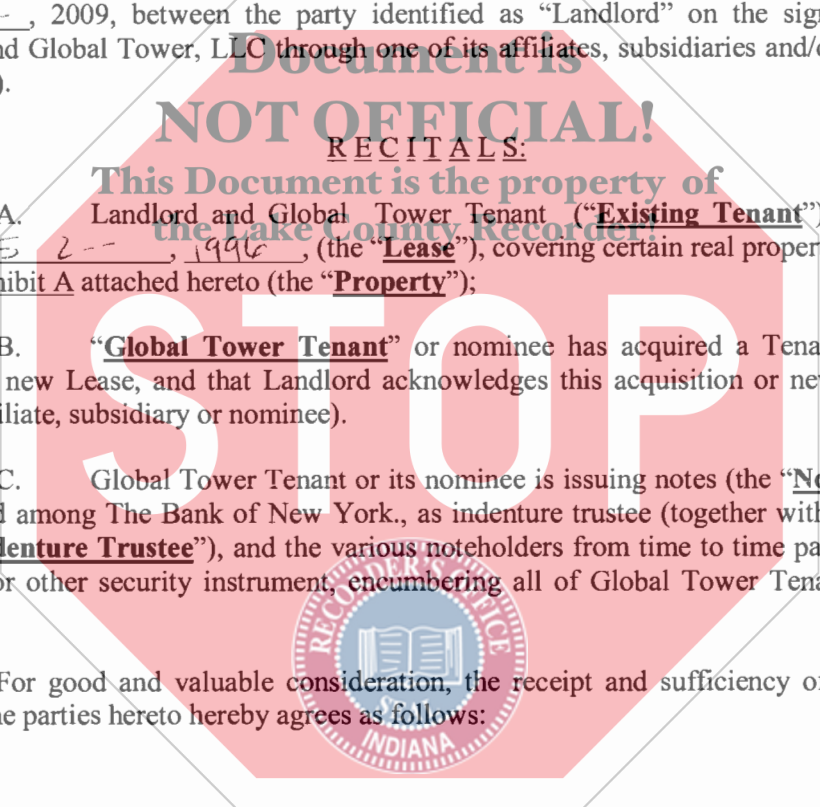
RECITALS:

A. Landlord and Global Tower Tenant ("**Existing Tenant**") are parties to the Lease dated 5-2-, 1996, (the "**Lease**"), covering certain real property more particularly described on Exhibit A attached hereto (the "**Property**");

B. "**Global Tower Tenant**" or nominee has acquired a Tenant's interest in the Lease and /or a new Lease, and that Landlord acknowledges this acquisition or new Lease by Global Tower (or its affiliate, subsidiary or nominee).

C. Global Tower Tenant or its nominee is issuing notes (the "**Note**") pursuant to an Indenture by and among The Bank of New York., as indenture trustee (together with its successors and assigns, the "**Indenture Trustee**"), and the various noteholders from time to time party thereto, secured by a mortgage or other security instrument, encumbering all of Global Tower Tenant's interest in the Lease.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto hereby agrees as follows:



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1. To the extent any such consent is required by the Lease, Landlord hereby consents to the acquisition or new Lease by Global Tower Tenant, directly or indirectly, of Tenant's interest in the Lease.

2. Estoppel Certificate. Landlord certifies to Global Tower Tenant (and Leasehold Lender (as defined below) may rely on such representations) that the following statements are true as of the date hereof:

(a) Global Tower Tenant is the current tenant under the Lease (A full copy of which, including all amendments thereto is annexed as Exhibit A) (such current tenant, being the "**Current Tenant**"), and the Lease is in full force and effect and contains the entire agreement between Landlord and the Current Tenant with respect to the Property.

(b) No default exists under the Lease on the part of Current Tenant, and, to Landlord's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Current Tenant under the Lease.

(c) The Current Tenant may use the tower for the subleasing / sublicensing of space for the collocation of communications equipment.

3. Agreement with respect to the Lease.

Following the consummation of the acquisition of the Lease by Global Tower Tenant:

(a) The Indenture Trustee and any other indenture trustee or any lender (each a "**Leasehold Lender**") under any note or loan secured by a mortgage (or deed of trust) lien on Global Tower Tenant's (or any successor to Global Tower Tenant by foreclosure or otherwise) interest in the Lease (each, as amended or modified from time to time, a "**Leasehold Mortgage**") shall have all of the rights of Global Tower Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, and to assign the Lease as permitted in the Lease.

(b) Landlord shall deliver to the Leasehold Lender (at the address specified herein, or at such other address as shall be designated in writing to Landlord) a copy of any default notice given by Landlord to Global Tower Tenant under the Lease. No default notice from Landlord to Global Tower Tenant shall be deemed effective as against Leasehold Lender unless received by Leasehold Lender.

(c) If Global Tower Tenant defaults on any monetary obligations under the Lease, Landlord shall accept a cure thereof by the Leasehold Lender within thirty (30) days after Leasehold Lender's receipt of notice of such defaults. For non-monetary defaults, Landlord shall not terminate the Lease for so long as the Leasehold Lender is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Property, then Landlord agrees to give the Leasehold Lender a reasonable time to obtain possession of the Property and to cure such default.

(d) The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Leasehold Lender.

(e) If the Lease is terminated for any reason, or otherwise rejected in bankruptcy, Landlord will enter into a new lease with Leasehold Lender on the same terms as the Lease, if the Leasehold Lender pays all past due amounts under the Lease within 30 days of notice of such termination.

4. Memorandum of Lease. To the extent the Lease or a memorandum thereof has not previously been recorded, this Agreement shall constitute a “memorandum of lease” under applicable State law and may be recorded in the applicable public records, the provisions of the Lease (with certain financial terms redacted therefrom) being as set forth on Exhibit A annexed hereto and made a part hereof.

5. Notices. All notices sent to Leasehold Lender shall be in writing and sent by United States mail postage prepaid or other reputable courier service at the following address (or at such other address notified in writing by Leasehold Lender to Landlord):

The Bank of New York
ABS Structured Finance Services
101 Barclay Street, Floor 4 West
New York, New York 10286
ATTN: Alan V. Terezian
Assistant Treasurer

CC Toronto Dominion (Texas) LLC
77 King Street West 18th Floor
Toronto, Ontario Canada M5K 1A2

6. Miscellaneous.

(a) If this Agreement is inconsistent with the Lease, this Agreement shall control.

(b) This Agreement shall be binding upon Landlord and its successors and assigns and shall inure to the benefit of Global Tower, Global Tower Tenant and Leasehold Lender.

(c) This Agreement may not be amended or modified except by a written agreement executed by Landlord and the Leasehold Lender. This Agreement may be executed in any number of separate counterparts and all signatures need not be on the same counterpart.

[SIGNATURE PAGES FOLLOW]

12530662



TENANT SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned, by its member, pursuant to proper authority of its operating agreement and/or bylaws, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

	_____, a(n) _____ By: <u><i>[Signature]</i></u> Name: <u>Shawn Ruben</u> Title: <u>Secretary</u>
--	--

STATE OF Florida)
COUNTY OF Palm Beach) SS.

On the 30th day of November in the year 2009, before me, the undersigned, personally appeared Shawn Ruben, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the State of Florida, County of Palm Beach.


Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

STOP

Tracy Reich
 Notary Public
 Print Name: _____
 My Commission Expires: 7/31/2010

NOTARY PUBLIC-STATE OF FLORIDA
 Tracy M. Reich
 Commission # DD579937
 Expires: JULY 31, 2010
 BONDED THRU ATLANTIC BONDING CO., INC.



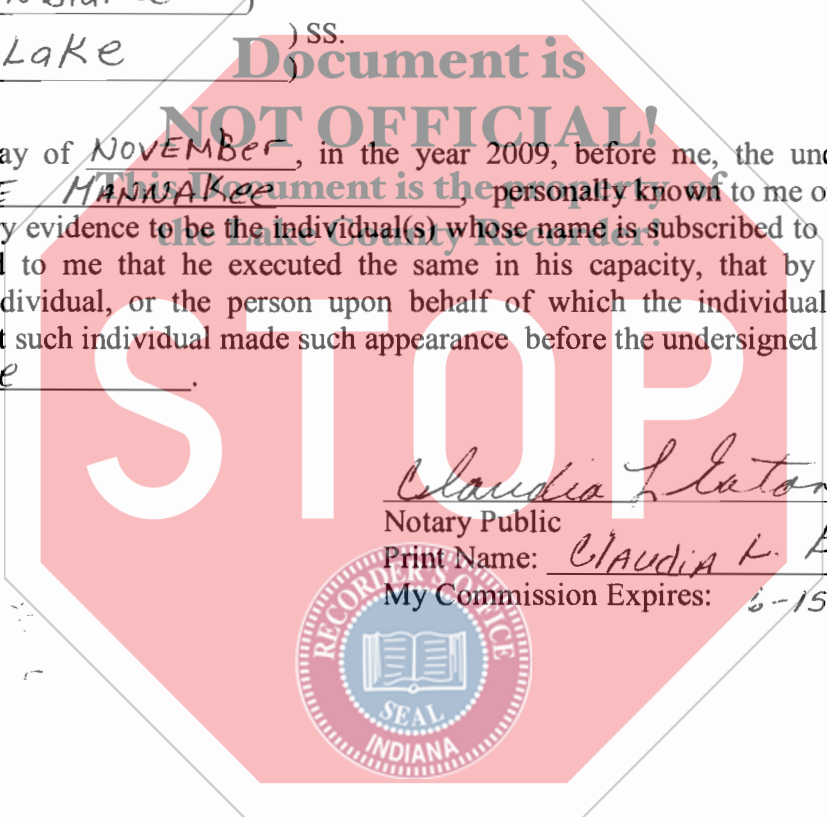
LANDLORD SIGNATURE PAGES

IN WITNESS WHEREOF, the undersigned, by its duly elected officer(s), has duly executed, acknowledged and delivered this instrument as its true act and deed.

IN-5131 Chase St. Industrial Ctr.	_____, a(n) _____ By: <u>Bruce K. Mannakee</u> Name: <u>BRUCE K. MANNAKEE</u> Title: <u>Managing Member</u>
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STATE OF INDIANA)
) SS.
 COUNTY OF LAKE)

On the 16 day of NOVEMBER, in the year 2009, before me, the undersigned, personally appeared BRUCE MANNAKEE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the State of IN, County of LAKE.



Claudia L. Eaton
 Notary Public
 Print Name: CLAUDIA L. EATON
 My Commission Expires: 6-15-2013



EXHIBIT A

Property Description



State: Indiana, Market: Chicago, ID: 1616, Name: Chase/21st.

OPTION AND SITE LEASE AGREEMENT

THIS OPTION AND SITE LEASE AGREEMENT (this "Agreement") is effective 5-2, 1996 ("Effective Date") between Chase Street Industrial Center, L.L.C. ("Landlord") and AT&T WIRELESS PCS, INC., a Delaware corporation ("Tenant").

1. In consideration of a fee _____ dollars paid to Landlord within 15 business days after execution of this Agreement, and other consideration, the receipt and sufficiency of which are acknowledged, Landlord grants Tenant an "Option" to lease "Premises", Exhibit "B", within real "Property", Exhibit "A", owned by Landlord.
2. The "Option" of twelve (12) months shall commence on the Effective Date.
3. During the Option, Landlord grants Tenant a license to go upon the Property and Premises for, and agrees to cooperate with Tenant in, obtaining and maintaining zoning approvals, licenses, tests and permits for construction, maintenance operation of Tenant's Antenna Facilities, provided same are at Tenant's expense and do not bind Landlord, the Premises or the Property if the Option is not exercised. Tenant shall restore the premises and indemnify and defend Landlord against loss damage from exercise of the lease. The "Antenna Facilities" include all improvements, personal property and related facilities for Tenant's "Permitted Use" which includes the transmission and reception of radio communication signals. After exercise of the Option, Tenant may construct, maintain, repair, replace or remove the Antenna Facilities, including sleeves, conduit and cable across the Property to serve the Premises, no part of which shall become a fixture and all of which shall remain the personal property of Tenant and may be mortgaged by Tenant. Landlord waives all Landlord liens against the Antenna Facilities.
4. Tenant may exercise the Option, in Tenant's sole discretion, by written "Notice" given to Landlord during the Option, in which case, Landlord grants a "Lease" of the Premises to Tenant for a term of five (5) years, with a "Commencement Date" of the date Notice is given and terminating at midnight on the last day of the month in which the fifth anniversary of the Commencement Date occurs. Tenant may extend the Lease, on the same terms, for four (4) successive "Additional Terms" of five (5) years each, automatically, unless tenant gives Landlord written notice during the initial term or any Additional Terms stating Tenant will not extend further.
5. "Rent" in the monthly amount of _____ \$ be payable, in advance, at Landlord's address, on the first day of each calendar month. Rent shall be prorated for any partial month.
6. Tenant shall not, except as permitted by this Agreement, use the Premises in any way which interferes with the use of the Property by Landlord and other tenants and Landlord shall not use, or permit others to use the Property in any way which interferes with Tenant's Permitted Uses. If there is material interference with Tenant's Permitted Use for 24 hours after notice to Landlord, or 5 days after notice to Landlord for other types of interference, Tenant will suffer irreparable injury and shall have all remedies at law or equity, including injunction, and Tenant may terminate the Lease by notice to Landlord.
7. Tenant shall be in default upon failure to pay Rent within 10 days after written notice and shall pay a late charge of 4% of the overdue Rent plus the Rent to cure; Landlord shall be in default upon failure to cease interference within 30 days after written notice; and either shall be in default upon their failure to observe or perform any other of their respective obligations for thirty (30) days after written notice, unless the default cannot be cured within 30 days and the party in default commences a cure within 30 days of notice and works diligently to cure.
8. Landlord shall provide; electricity access to the Premises, provided electricity shall be separately metered to tenant, ingress and egress, across the Property, from an improved public road and 24 hour, 7 day per week access

REDACTED

over and under the Property to construct, maintain and service the Premises and the Antenna Facilities. Landlord grants tenant an easement during the Lease to park one vehicle upon the Property, outside of and adjacent to the Premises.

9. Tenant may terminate the Lease, without further liability, on 30 days written notice if: (i) Tenant is unable to obtain or loses any governmental approval necessary to construct or use the Antenna Facilities in Tenant's business. Tenant shall have no obligation to appeal or seek renewal of governmental approvals; or (ii) the Premises, in Tenant's good faith judgment, are or become unacceptable or unusable under Tenant's then current design or engineering specifications for the Antenna Facilities or the Permitted Use.

10. Tenant shall pay personal property taxes on the Antenna Facilities. Tenant will carry commercial general liability insurance in an aggregate amount of \$1,000,000.00 and name Landlord as an additional insured on the policy or policies. Landlord and Tenant shall look solely to insurance for loss due to any peril which is covered insurance and neither party's insurance company shall be subrogated to a claim against the other party. Each party shall indemnify and defend the other against loss from their acts and the acts of their employees and agents. The parties shall share in a condemnation award in proportion to their interest in the property taken.

11. All notices and demands shall be in writing and be deemed given if personally delivered, mailed certified mail, return receipt, or sent by overnight carrier.

12. Tenant will not generate or store any hazardous substances on or about the Premises except in compliance with applicable hazardous substance laws. Landlord hereby agrees to indemnify and defend Tenant from any losses, claims, damages, penalties, liabilities or costs that Tenant may suffer as a result of the presence of hazardous substances or petroleum in, on or under the Property, including the Premises, unless the presence of such substances was caused by Tenant.

13. Each party shall execute documents for the Premises, Antenna Facilities and Permitted Uses including truthful and reasonable: estoppels, memoranda of this Agreement, subordinations, which include non-disturbance clauses; and zoning and permitting requests, applications and authorities; upon not more than 30 days' prior notice. This Agreement, shall be construed according to Illinois law, shall be construed according to the fair meaning of the language, not strictly construed against either party, may be signed in counterparts, facsimile signatures shall be sufficient unless originals are required by third parties, may be assigned or sublet, is the complete agreement, is binding on successors and assigns. The unsuccessful party in litigation shall pay the other's attorney fees and costs. In this Agreement, "include" means "including and not limited to".

LANDLORD:

Chase Street Industrial Center, L.L.C.

By: *Bruce Mannakee*

Its: *Mannakee*

Tax Id/SSN:

Address: 700 Chase Street

Gary, Indiana 46404

ATTN: Bruce Mannakee

TENANT:

AT&T WIRELESS PCS, INC. a

Delaware corporation

By: *John C. Smith*

DIRECTOR OF SYSTEM

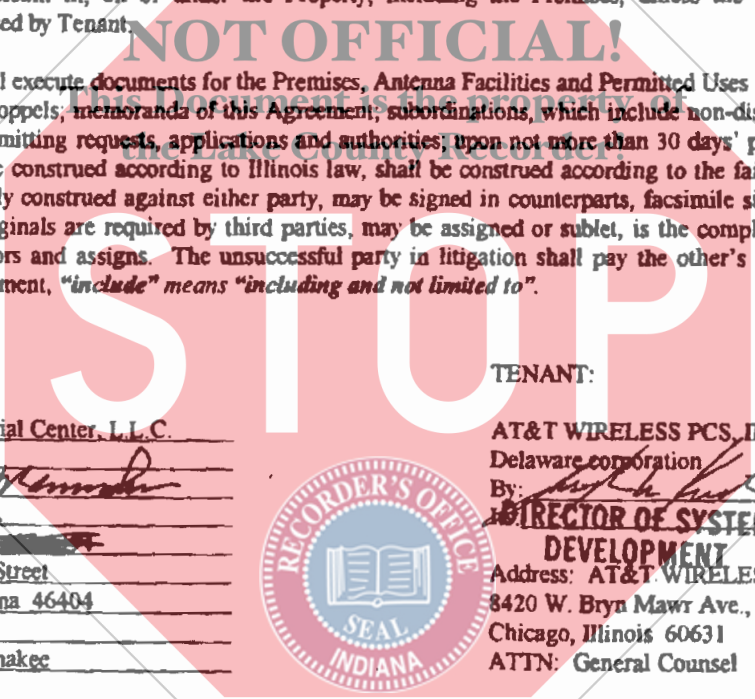
DEVELOPMENT

Address: AT&T WIRELESS PCS, Inc.

8420 W. Bryn Mawr Ave., Suite 225

Chicago, Illinois 60631

ATTN: General Counsel



STATE OF INDIANA)
) ss.
COUNTY OF _____)


The foregoing instrument was acknowledged this _____ day of _____, 1996,
by _____, the _____ of _____, known to me the person executing the foregoing
document.

Notary Public

My commission expires:

STATE OF INDIANA)
) ss.
COUNTY OF Cook)

The foregoing instrument was acknowledged this 7th day of June, 1996,
by J. Hubler, the DIRECTOR OF SYSTEM DEVELOPMENT of AT&T WIRELESS PCS, Inc., known to me to be the
person executing the foregoing document.


Notary Public

My commission expires:
9/1/97

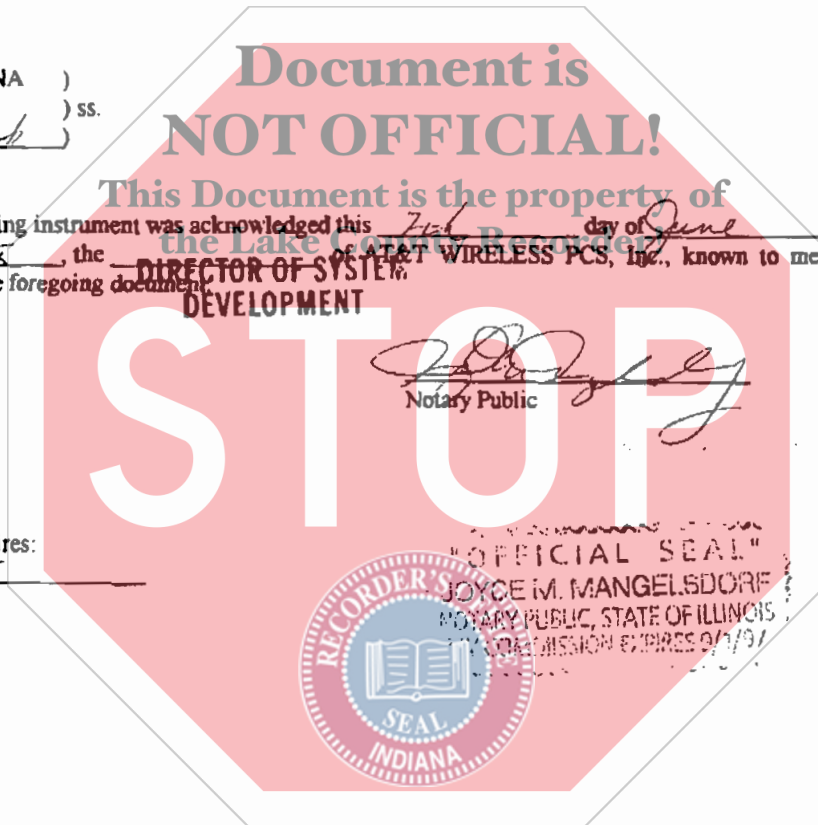


EXHIBIT "A"

DESCRIPTION OF PROPERTY

Exhibit "A" to the Agreement dated _____, 1996, between Chase Street Industrial Center, L.L.C. as Landlord, and AT&T WIRELESS PCS, Inc., a Delaware corporation, as Tenant.

State: Indiana
County: Lake
City: Gary
Description: Part of the Southeast Section of 5th Avenue North of
New York City Rail Road Co. Ex. Par. 125X125 in the
Northeast Cor. Section 6, Tract 36, Range 8 137.635 A.



EXHIBIT "B"

DESCRIPTION OF PREMISES

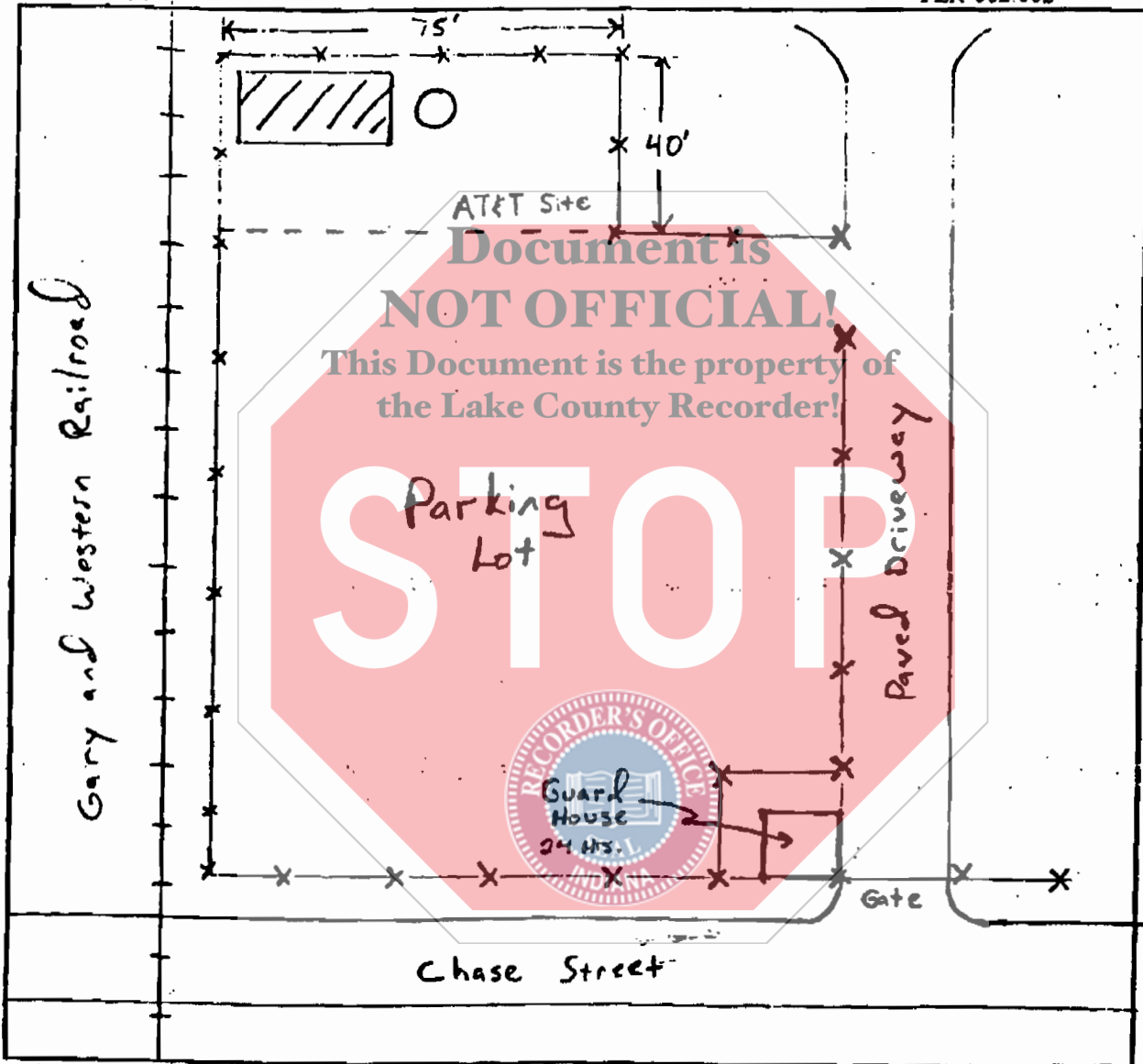
Exhibit "B" to the Agreement dated _____, 1996 between Chase Street Industrial Center, L.L.C. as Landlord, and AT&T WIRELESS PCS, Inc., a Delaware corporation as Tenant.

If a survey is made on the Premises, Landlord and Tenant agree to sign and attach the legal description of the Premises hereto which will then become the description of the Premises.

Site # 1616

FLR-002.002

Site Sketch



Indicate: lease size & distance from known property boundary or structure, existing structure height(s) and distance from proposed lease area, access route, adj roads and north arrow: If Li, indicate equipment location, lease demising lines, and access route.