2014 082181

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2014 DEC 24 PM 1: 04

MICHAEL 3. BROWN RECORDER

### Prepared by and Return to:

American Tower 10 Presidential Way Woburn, MA 01801

Attn: Land Management/ Kristen King Jaiven, Esq.

ATC Site No: 371328

ATC Site Name: Chase Street Industrial Center IN Assessor's Parcel No(s): 45-08-06-476-001.000-004

When Recorded Return To: Indecomm Global Services 2925 Country Drive St. Paul, MN 55117

ATC-369086-C

79676672-01

## RESOLUTION AND CONSENT AFFIDAVIT

Chase Street Industrial Center, L.L.C., an Illinois limited liability company

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "Affiants") of the above referenced entity (the "Landlord"), hereby declare and resolve the following:

- Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to GTP Towers IV, LLC, a Delaware limited liability company (the "Tenant") under a Option and Site Lease Agreement originally dated May 2, 1996 (as the same may have been amended, renewed, extended, restated or otherwise modified, collectively, the "Lease").
- 2. Landlord and Tenant desire to enter into an amendment of the Lease (the "Amendment") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment, a copy of which is attached hereto as Exhibit A and by this reference made a part hereof.
- 3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
- 4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions

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CK-0021796865

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contemplated in the Amendment and other Transaction Documents have been completed.

- 5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.
- 6. The Affiants hereby nominate the below listed individual (the "Nominee") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE:

(Print Name)

ROBERT J BOBB 120 NORTH LASALLE

(Address) 120 NORTH LASALLE
CHICAGO IL 60602

Document is

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.

- 8. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
- This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURE AND NOTARY PAGES TO FOLLOW]



# EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1	WITNESS	
Signature:  Print Name: ROBERT J. BOBB  Date: 9-11-14	Signature: KATHY E PAYTON	
Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee		
Percentage Ownership or Voting Interest: 95 %	Signature: MDURO SALOH  Print Name: MONICA DAICH	
WITNESS AND ACKNOWLEDGEMENT		
State/Commonwealth of <u>Indiana</u>		
State/Commonwealth of States		
County of fake		
On this // day of September 201 to before me, the undersigned Notary Public,		
personally appeared Robert J. Bobb 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 which the person(s) acted, executed the instrument	y Recorder!	
WITNESS my hand and official seal.		
Notary Public		
Print Name: Claudia Enton		
My commission expires: 10-30-202/	[SEAL]	
JULIUER'S		
SEAL OF SEAL		
W. WOLAN ALLE		

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# EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2	WITNESS / (n) - a ha
Signature: August . Rungsy	Signature: Signature: Signature:
Print Name; <u>GRUCE K. MANNA</u> Z Date: <u>7/15/14</u>	Print Name: SANDRA MANNAKER
-1-1-7	
Title: (circle one) Member, Partner, Director, Sha	reholder, Officer, Trustee
Percentage Ownership or Voting Interest: 5	% Signature: July Kirk Print Name: Tracy Kirk
MUTAIFCE ARI	D ACKNOWLEDGEMENT
	DACKNOWLEDGEMENT
State/Commonwealth of <u>Arizona</u>	_
County of Rma	
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personally appeared 30 to Moon	201 before me, the undersigned Notary Public,
(or proved to me on the basis of satisfactory evid	ence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to m	e that he/she/they executed the same in his/her/their r signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the ins	strument.
the name	County Recorder.
WITNESS my hand and official seal.	TRACY E KIRK
0	Notary Public - Arizona Pima County
Mages Kerts	My Contm. Expires Apr 28, 2016
Notary Public Public	
Print Name: Tracy Kirk	[CFA1]
My commission expires: 4-28-16	[SEAL]
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### **EXHIBIT A**

This Exhibit A may be replaced at Tenant's option as described below

#### PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Lake, State of Indiana, and being known as New Castle County APN: 45-08-06-476-001.000-004, with an Alternate APN: 001254000350008; and as more particularly described in that certain Sherriff's Deed, dated February 9, 1996 and recorded February 12, 1996, as Document number 96009253.

#### **LEASED PREMISES**

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of; (i) the land area conveyed to Tenant in the Lease, (ii) Tenant's existing improvements on the Parent Parcel or (iii) the legal description or depiction below (if any).

TOWER AREA DESCRIPTION: A parcel of land in the Southeast 1/4 of Section 6, T36N, RBW, City of Gory, Lake County, Indiana, described as Commencing at the Southeast corner of said Section 6; thence N00'47'45"W 133.85 feet along the East line of said Section 6; thence S90'00'00"W 335.74 feet to the Point of Beginning of this description; thence S88'56'21"W 19.97 feet; thence N00'57'21"W 43.50 feet; thence N88'55'21"E 19.89 feet; thence S01'03'39"E 43.50 feet to the Point of Beginning, Containing 867 square feet, more or less

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