

Recording requested by  
and when recorded  
return to:

Global Signal Inc.  
301 North Cattleman Road  
Suite 300  
Sarasota, FL 34232  
Attn: General Counsel

## AGREEMENT REGARDING GROUND LEASE

THIS AGREEMENT REGARDING GROUND LEASE (this "Agreement") is made as of 3/8, 2005, between the party identified as "Landlord" on the signature page hereof and SPRINTSPECTRUM L.P., a Delaware limited partnership ("Tenant").

### RECITALS:

A. Landlord and Tenant are now parties to that certain PCS SITE AGREEMENT dated September 21, 2000, a copy of which is annexed hereto as Exhibit A (the "Lease"), covering certain real property more particularly described on Exhibit A attached hereto (the "Property");

B. Pursuant to an agreement dated February 14, 2005 by and among Tenant, certain subsidiaries of Tenant and Global Signal, Inc., the Lease and the property related thereto (the "Premises") will be assigned to an affiliate of Tenant ("Tenant Affiliate"); and, after such assignment, the references to Tenant herein shall apply to Tenant Affiliate;

C. Pursuant to a sublease (the "Sublease"), Tenant Affiliate will sublease its entire interest in the Lease to an affiliate of Global Signal ("Subtenant") in exchange for certain prepaid consideration and Subtenant will then leaseback to Tenant (and/or one or more of its affiliates) the portion of the leased premises on which Tenant's telecommunications equipment is currently located in exchange for certain ongoing payments (collectively, the "Lease and Lease Back Transactions");

D. Certain lenders (each, together with their successors and assigns, a "Lender") may make a loan to Subtenant or certain of its affiliates secured by a mortgage or other security instrument encumbering Subtenant's interest in the Sublease; and

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

INDUSTRIAL STAPLES Supply / mab  
United Express Systems (CH01XC163)(0796-IL).doc

1. Consent. To the extent any such consent is required by the Lease, Landlord hereby consents (a) to the acquisition by Tenant Affiliate (or any affiliate thereof), directly or indirectly, of Tenant's interest in the Lease, (b) to the Sublease (and the recording of a memorandum of the Sublease) and (c) to the Lease and Lease Back Transaction.

2. Estoppel Certificate. Landlord certifies that (and Lender may rely on such representations) the following statements are true as of the date hereof:

(a) Tenant is the current tenant under the Lease (a full copy of which, including all amendments thereto, is annexed as Exhibit A), and the Lease is in full force and effect and contains the entire agreement between Landlord and Tenant with respect to the Property. Landlord is either the owner of the fee simple interest in the Property or the holder of a valid leasehold interest in the property and the person or entity signing on behalf of Landlord is authorized to do so and no other person or entity's signature is required to bind Landlord.

(b) No default exists under the Lease on the part of 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 Tenant under the Lease.

(c) No payments to Landlord are required under the Lease for the Lease and Lease Back Transactions or otherwise in connection with the above consents.

3. Agreement with Respect to the Lease and Sublease. Landlord hereby agrees with respect to the Lease as follows:

(a) Lender and Subtenant shall have all of the rights of Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, and shall have the right to assign the Sublease without Landlord's further consent.

(b) Landlord shall deliver to any Lender and Subtenant (in each case at such address as shall be designated in writing to Landlord) a copy of any default notice given by Landlord to Tenant under the Lease. No default notice from Landlord to Tenant shall be deemed effective as against any Lender or Subtenant unless received by such Lender or Subtenant.

(c) If Tenant defaults on any monetary obligations under the Lease, Landlord shall accept a cure thereof by any Lender or Subtenant within thirty (30) days after delivery of notice of such defaults. For non-monetary defaults, Landlord shall not terminate the Lease for so long as a Lender or Subtenant 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 Lender or Subtenant a reasonable time to obtain possession of the Property and to cure such default.

(d) Landlord acknowledges none of Tenant or Tenant Affiliate may terminate, surrender or cancel the Lease except as provided in the Lease and may not amend the Lease in a manner that materially increases the liability or obligations of Tenant or Tenant Affiliate or decreases the rights of Tenant or Tenant Affiliate without the prior written consent of Lender.

(e) If the Lease is terminated by Landlord for any reason, or otherwise rejected in bankruptcy, Landlord will enter into a new lease with either Lender or Subtenant on the same terms as the Lease, provided that all past due amounts under the Lease are paid to Landlord within 30 days of notice to Lender and Subtenant 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 any Lender or Subtenant shall be in writing and sent by United States mail postage prepaid or other reputable courier service at the following address: c/o Global Signal Inc., 301 North Cattleman Road, Suite 300, Sarasota, FL 34232, Attn: General Counsel; or to such other address as Lender or Subtenant shall have notified Landlord in writing.

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 shall benefit each of Lender and Subtenant and their respective successors and assigns.

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

[SIGNATURE PAGES FOLLOW]

TENANT

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

|  |  |
|--|--|
|  | <p>SPRINTSPECTRUM L.P.,<br/>a Delaware limited partnership</p> <p>By: _____<br/>Name: _____<br/>Title: _____</p> |
|--|--|

LANDLORD

IN WITNESS WHEREOF, the undersigned has duly executed, acknowledged and delivered this instrument as of the day and year above written.

|  |  |
|--|--|
|  | LANDLORD:<br><i>M. Angela Baumgartner</i><br>M. ANGELA BAUMGARTNER |
|--|--|

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~~United Express Systems~~ (CH01XC163)(0796-IL).doc

EXHIBIT A

Lease and Legal Description

(see attached)

April 99

Site Name: United Express Systems

Site I.D. CH01XC163K R

Premises and Use. Owner leases to Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the site described below:

- Check appropriate box(es) *1600 SF MAB MR 7/21/00*
- ☒ Land consisting of approximately ~~2500~~ square feet upon which SSLP will construct its ☒ equipment base station and ☒ antenna structure;
  - ☐ Building interior space consisting of approximately \_\_\_\_\_ square feet;
  - ☐ Building exterior space for attachment of antennas;
  - ☐ Building exterior space for placement of base station equipment;
  - ☐ Tower antenna space between the 60 foot and 80 foot level on the Tower;
  - ☐ Space required for cable runs to connect PCS equipment and antennas;

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SSLP, source of electric and telephone facilities. The Site will be used by SSLP for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna structure. SSLP will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SSLP will have access to the Site 24 hours per day, 7 days per week.

2. Term. The term of this Agreement (the "Initial Term") is 5 years, commencing on the date ("Commencement Date") both SSLP and Owner have executed this Agreement. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of 5 years each, unless SSLP provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. Until the date which physical site preparation work begins, rent will be a one-time aggregate payment of \$100.00, the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of One Thousand dollars (\$1,000.00) (until increased as set forth herein), partial months to be prorated, in advance. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased

Ten percent (10%).

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SSLP is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SSLP is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

5. Assignment/Subletting. Tenant shall have the right to sublease or assign its rights under this Agreement without notice to or consent of Owner.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to SSLP are to be sent to: Sprint PCS, Attn: James G. Meyers, 9801 W. Higgins Road, 2<sup>nd</sup> Fl., Rosemont, Illinois 60018, with a copy to Sprint Spectrum L.P., 4900 Main, Kansas City, MO 64112. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Improvements. SSLP may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SSLP with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SSLP may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SSLP will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. SSLP will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment it becomes attached to the Site at any future date when SSLP desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with SSLP's then existing equipment or (b) encroaches onto the Site.

10. Utilities. Owner represents that utilities adequate for SSLP's use of the Site are available. SSLP will pay for all utilities used by it at the Site. Owner will cooperate with SSLP in SSLP's efforts to obtain utilities from any location

provided by Owner or the servicing utility, including signing any easement other instrument reasonably required by the utility company.

11. Termination. SSLP may terminate this Agreement at any time by notice to Owner without further liability if SSLP does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority any easements required from any third party to operate the PCS system, or any such approval is canceled, expires or is withdrawn or terminated, or Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SSLP, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

12. Default. If either party is in default under this Agreement for a period of 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and SSLP each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees and claims of liability or loss which arise out of the ownership, use and occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SSLP will not introduce or use any such substance on the Site in violation of any applicable law.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SSLP from the holder of any such mortgage or deed of trust.

16. Taxes. SSLP will be responsible for payment of all personal property tax assessed directly upon and arising solely from its use of the communication facility on the Site. SSLP will pay to Owner any increase in real property tax attributable solely to any improvements to the Site made by SSLP within 30 days after receipt of satisfactory documentation indicating calculation of SSLP's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. SSLP will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit for occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

18. Maintenance. SSLP will be responsible for repairing and maintaining the PCS system and any other improvements installed by SSLP at the Site in proper operating and reasonably safe condition; provided, however, if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse SSLP for the reasonable costs incurred by SSLP to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property which the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by SSLP, Owner agrees promptly to execute and deliver to SSLP a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supercedes all prior written and verbal

Any amendments to this Agreement must be made, signed and executed by both parties. (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A and B.

OWNER/111

By:

Its:

S.S./Tax No.:

Address:

See Exhibit A1 for continuation of Owner signatures

Date:

Sprint Spectrum L.P.

a Delaware limited partnership.

By:

Its:

DIRECTOR OF SITE DEVELOPMENT

Date:

Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

# EXHIBIT A

April 99

Site Name: United Express Systems \_\_\_\_\_

Site I. D. CH01XC163 F H

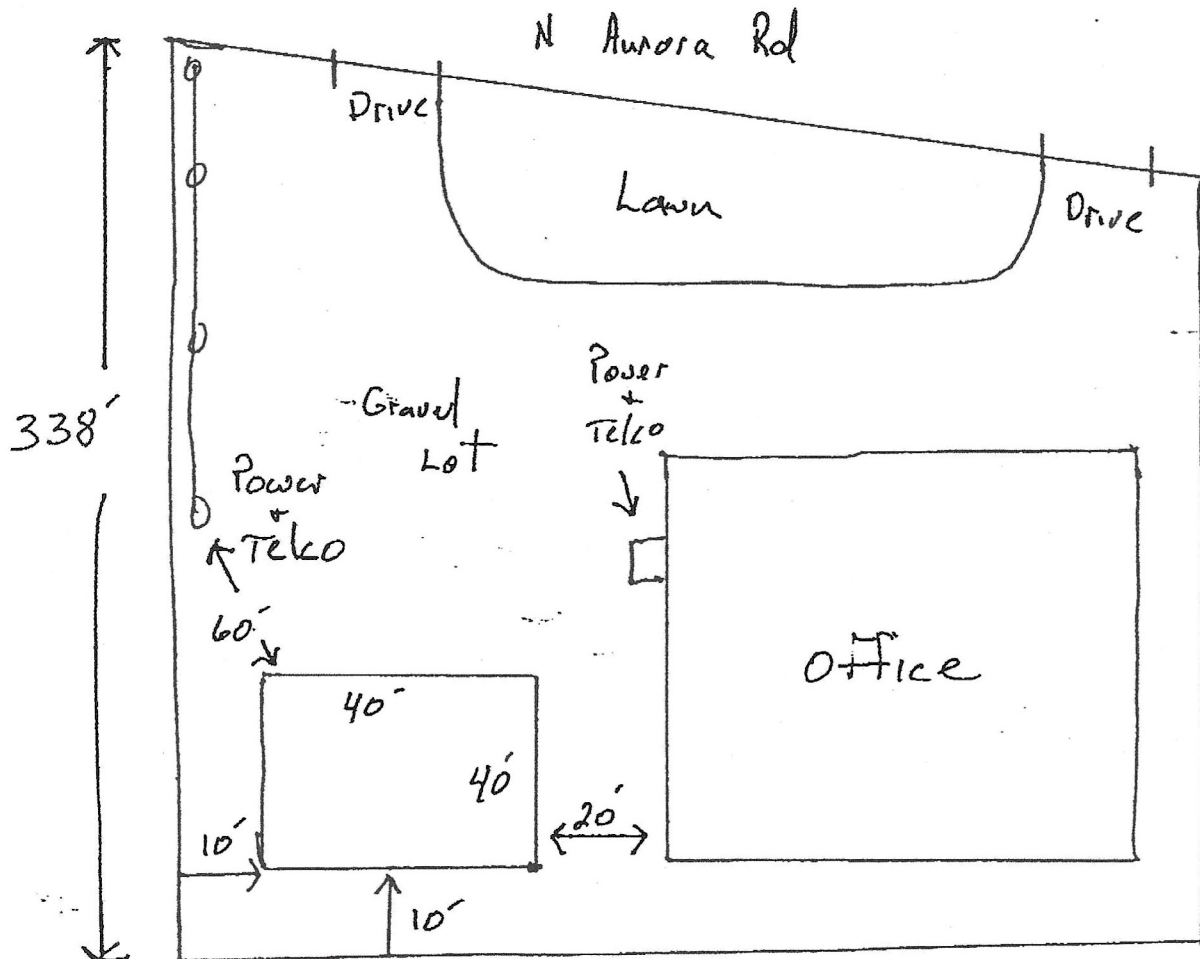
## Site Description

PIN: 07-15-101-006

Legal Description: 29 W 551 North Aurora Road  
Naperville, IL 60563

N ↑

Sketch of Site:



Owner Initials MAAB

SSLP Initials MR.

Note: Owner and SSLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

\*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]