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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIDELITY NATIONAL FINANCIAL
LISA ROBERTSON
7130 GLEN FOREST DR
RICHMOND VA 23286
BY: LDT, DEPUTY - MA 17 P.

Prepared by:

AFTER RECORDING, PLEASE RETURN TO:
Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23228
Attn: _____

Legal Department
GTP Structures I, LLC
750 Park of Commerce Blvd., Suite 300
Boca Raton, FL 33487
15748277

**ASSIGNMENT AND ASSUMPTION OF
MASTER ROOFTOP LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF MASTER ROOFTOP LEASE AGREEMENT (this "Assignment") is entered into as of July 7, 2011, by and among GLOBAL TOWER ASSETS, LLC, a Delaware limited liability company, ("Assignor")* and GTP STRUCTURES I, LLC, a Delaware limited liability company ("Assignee")*.

WITNESSETH

WHEREAS, Assignor wishes to assign rights and obligations under the Master Rooftop Lease Agreement (hereafter "Agreement") to Assignee; and

WHEREAS, Assignee wishes to accept the assignment of rights and obligations under the Agreement relating to those specific properties; and

WHEREAS, on the Transfer Date, Assignor will assign all of its interest in the Agreement as described on Exhibit A and its attachment to Assignee.

***Assignor and *Assignee are affiliates.**

GTP
JUL 18 2011
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NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignment of Agreement. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Agreement.

2. Acceptance and Assumption of Agreement. Assignee hereby accepts the assignment of the Agreement and expressly assumes and covenants in favor of Assignor and the Owner under the Agreement (the "Owner") to discharge and perform, as and when due, all obligations of Assignor accruing, arising out of, or relating to events or occurrences from and after the Closing Date under the Agreement.

3. Owner as Third Party Beneficiary. Assignor and Assignee acknowledge that Owner and its successors and assigns are intended third party beneficiaries of this Assignment and shall have the right to directly enforce Assignee's obligations and assumptions hereunder to the same extent as if they were a party hereto.

4. Counterparts; Facsimile Signatures. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument. Facsimile signatures on this Assignment shall be deemed to be original signatures.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Further Assurances. Assignor and Assignee agree that, from time to time, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably necessary to carry out the purposes and intents of this Assignment and the transactions contemplated hereby.

[Signature page follows]

[Assignor Signature page to Assignment and Assumption of
Master Rooftop Lease Agreement]

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

Assignor:

GLOBAL TOWER ASSETS, LLC,
a Delaware limited liability company

By: 

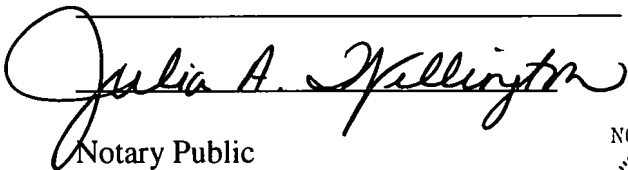
Name: Shawn Ruben

Title: Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH


The foregoing instrument was acknowledged before me this July 7, 2011, by Shawn Ruben, Secretary of Global Tower Assets, LLC, a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me or has produced _____ as identification.


Notary Public

Printed Name: _____

My Commission Expires:

Commission # _____

NOTARY PUBLIC-STATE OF FLORIDA
 Julia A. Wellington
Commission # DD955494
Expires: JAN. 25, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

[Assignee Signature page to Assignment and Assumption of
Master Rooftop Lease Agreement]

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

Assignee:

GTP STRUCTURES I, LLC,
a Delaware limited liability company

By: 

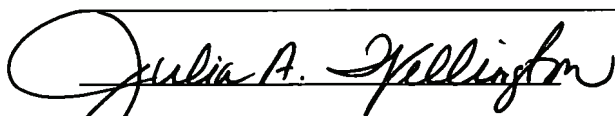
Name: Shawn Ruben

Title: Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this July 7, 2011, by
Shawn Ruben, Secretary of GTP STRUCTURES I, LLC, a Delaware limited liability company,
on behalf of the limited liability company. He is personally known to me or has produced
_____ as identification.



Notary Public

Printed Name: _____

My Commission Expires:

Commission # _____

NOTARY PUBLIC-STATE OF FLORIDA
Julia A. Wellington
Commission # DD955494
Expires: JAN. 25, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

**EXHIBIT A
Agreement**

Type of Instrument: Master Rooftop Lease Agreement

Landlord: Extra Space Properties Fifty Three, LLC

Tenant: Global Tower Assets, LLC

Date of Agreement: July 9, 2010

Legal Description: See Attached Exhibit A-1

MASTER ROOFTOP LEASE AGREEMENT

THIS LEASE (the "Lease"), made this 7th day of July, 2010, by and between EXTRA SPACE PROPERTIES FIFTY THREE LLC, a Delaware limited liability company ("Landlord"), and GLOBAL TOWER ASSETS, LLC, a Delaware limited liability company ("Tenant") with an address of 750 Park of Commerce Blvd., Suite 300, Boca Raton, FL 33487.

1. Lease of Premises.

Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant portions of the building (hereinafter referred to as the "Building") known as Sandy - South 700 East, or such other name as Landlord may from time to time designate, located at 8308 S 700 E, Sandy, UT 84070, County of Salt Lake, a legal description of which "Property" is shown on Exhibit "A" attached hereto and Tenant's leased area shall be hereinafter referred to as the "Premises" and is shown on Exhibit "B" attached hereto. The space on the roof will not exceed six hundred (600) square feet with respect to any one particular Permitted Sublease (as hereinafter defined). In addition, such space shall include non-exclusive access to the vertical and horizontal risers and conduits in the Building. The parties further acknowledge that the Premises may increase (in the sole discretion of Landlord) or decrease during the term hereof depending on the requirement of each Permitted Sublease and the number of Permitted Subleases at a particular time and therefore, at any particular time during the term hereof, the Premises shall only be that area which is currently being subleased pursuant to any Permitted Sublease.

2. Use.

Landlord, for the term set forth herein and subject to the terms and conditions of this Lease, hereby leases the Premises to Tenant for the purposes of subleasing same to telecommunications service providers ("Permitted Subtenants") for the installation of equipment, including up to: twelve (12) antennas, five (5) equipment cabinets or one (1) equipment shelter per subtenant and other miscellaneous hardware, supporting mounts and wiring, as well as any access node or similar equipment providing access to the Building for the provision of alternative services such as local exchange, long distance, fiber-optics, video-conferencing, Internet access, cable television, voice communications or data communications ("Equipment"), all of the foregoing to be used in connection with wireless communications businesses and related activities, provided such activities do not require an expansion of the Premises (collectively a "Permitted Use").

3. Term

The term of this Lease shall commence (the "Commencement Date") on the earlier to occur of (i) commencement of the first Permitted Sublease or (ii) commencement of Tenant's construction activities. Unless extended or sooner terminated as herein provided, the term shall continue until, and shall expire on, the expiration of sixty (60) months following the Commencement Date, or if the Commencement Date is a date other than the first day of a month, then on the expiration of sixty (60) months from the first day of the month following the month in which the Commencement Date occurs ("Initial Term").

Tenant is hereby granted the right and option (each a "Renewal Option") to automatically extend the term of this Lease for three (3) successive, additional periods of five (5) years each, each such renewal term (the "Renewal Term") to commence on the date which is one day after the expiration date of the previous term of this Lease (each such date hereinafter a "Renewal Term Commencement Date") and to expire on the date which is sixty (60) months after the relevant Renewal Term Commencement Date (each such date a "Renewal Term Expiration Date"); provided that: On each Renewal Term Commencement Date, this Lease shall be in full force and effect and there shall exist no default by Tenant hereunder or there shall exist no event which except for the passage of time or otherwise would constitute a default by Tenant hereunder; and Tenant shall not have given written notice (the "Renewal Notice") to Landlord at least 90 days prior to the expiration of the initial term or any Renewal Term, as the case may be, stating that Tenant elects to not exercise its Renewal Option for the relevant Renewal Term. Each Renewal Option, when effectively exercised, shall apply to the entire Premises.

4. Rent.

Rent, as adjusted in accordance with the provisions of this paragraph, shall accrue as follows: Tenant shall remit to Landlord, on the fifteenth (15th) day of each month, of all gross Permitted Subtenant Rent for the preceding calendar month. Tenant shall have the right to add additional equipment to the Building in the event said additional equipment does not interfere with the existing equipment at the Building and subject in full to section 5(a) below; provided however that any additional Rent collected from Permitted Subtenants shall be shared with Landlord according to this Section 4 of the Agreement.

5. Installation, Maintenance and Relocation.

a. Prior to the installation of any Equipment, Tenant shall submit detailed engineering plans and specifications of the planned installation ("Tenant's Plans") to Landlord, for Landlord's written approval, which approval shall not be unreasonably withheld or delayed. The parties acknowledge that in order to connect the various areas of the Premises which are needed to make the Equipment

functional and operational, Tenant shall have the right to install in certain areas of the Building, conduit and sleeving connecting such locations and servicing the Equipment so long as such installation does not interfere with Landlord's use of the Building in any manner. Tenant's Plans shall accurately and fairly depict where such conduit sleeving and connections will be located. Landlord's approval of any installation is not a representation that such installation of the Equipment is in compliance with all applicable laws, ordinances, rules and regulations or that it will not cause interference with other communications operations on the Building. Tenant will notify Landlord at least two (2) days prior to commencing Tenant's installation. Within ten (10) days after execution of this Lease, but no later than the Commencement Date, Tenant will at its own cost and expense deliver to Landlord the certificates of insurance as required under this Lease confirming that such insurance has been obtained and is in effect.

b. Tenant shall, at Tenant's sole cost and expense install, keep and maintain the Premises in commercially reasonable condition and repair during the term of this Lease. Tenant agrees to maintain the Equipment in proper operating condition and within industry accepted safety standards. All installations and operations in connection with this Lease by Tenant must be in compliance with all federal, state, and local laws, codes and regulations, including but not limited to local zoning requirements, and will adhere to reasonable technical standards developed for the Building by Landlord as amended from time to time. Landlord assumes no responsibility for the licensing, operation and/or maintenance of the Equipment. Tenant shall at all times use its best efforts to obtain and maintain any licenses, permits, and approvals necessary for the installation or operation of the Equipment at its sole cost and expense.

c. Landlord shall be responsible for the structural maintenance and upkeep of the Building and the roof except for the Equipment and the roof penetrations contained within the Premises which is the responsibility of Tenant. All installation and other work to be performed by Tenant hereunder will be done in such a manner so as not to interfere materially with, delay, or impose any additional expense upon Landlord in maintaining the Premises. Tenant shall use the roofing company specified by the Landlord to perform any work affecting the roof. If required by Landlord, Tenant shall match as nearly as possible the color of any antennas to the existing facade of the Building. All Equipment, cable runs, conduit and sleeving shall be installed in a good workmanlike manner and attached in accordance with current, state of the art, industry practices.

d. In the event Landlord enters into a bona-fide purchase agreement to sell the Property ("Purchase Agreement") and such Purchase Agreement stipulates a change in the use of the Property that conditions the purchase of the Property solely on the termination of this Agreement, Landlord shall have the one (1) time right to terminate this agreement upon one hundred and eighty (180) days notice to Tenant. Notwithstanding the foregoing, Landlord agrees that it will afford Tenant a reasonable period of time to negotiate with the purchaser of the Property ("Purchaser") for the removal or modification of the purchase condition to terminate this Agreement ("Purchase Condition") in the Purchase Agreement. Landlord agrees to provide Tenant with the written notice ("Purchase Notice") within at least fifteen (15) days of executing the Purchase Agreement and provide Tenant with the name, address and phone number of the Purchaser so that Tenant has adequate opportunity to negotiate with Purchaser.

e. In the event that Purchaser does not agree to remove or modify the Purchase Condition, Landlord may exercise the termination right by giving Tenant one hundred and eighty (180) days written notice ("Termination Notice") of such intent signed by both Landlord and Purchaser thereby establishing the termination date ("Termination Date"). The Termination Notice shall certify that a bona-fide third party Purchaser requires Termination of this Agreement as a condition of Purchasing the property due to a change of use and that the sale of the Property is not for the purpose of contravening the Landlord's obligations.

f. If the Termination Date occurs within the first five (5) years of the Commencement Date, Landlord shall reimburse Tenant [REDACTED] (the "Termination Fee"). In the event the Termination Date occurs within the second (2nd) five (5) years of the Agreement from the Commencement Date, Landlord shall reimburse Tenant [REDACTED]. The Termination Fee shall be paid on the date that the Landlord closes title on the property with the Purchaser.

g. If, during the term of this Lease, as same may be extended, Landlord needs to perform maintenance work to Landlord's equipment on the roof of the Building or repair or replace the roof of the Building ("Roof Work"), Tenant agrees to cooperate and work with Landlord to achieve said Roof Work. Landlord agrees to provide at least ten (10) days notice to Tenant of its intention to perform said work; except in the case of emergency Roof Work in which case Landlord shall give as much notice as possible under the circumstances. Such plan may require the temporary relocation of the Equipment at Landlord's cost and expense or Tenant's installation of temporary equipment including, but not limited to, a cell-site on wheels. Moreover, if a temporary relocation of the Equipment is required to accommodate the Roof Work, the parties shall determine the most technically suitable alternative location which will not impede the Roof Work. Notwithstanding the foregoing, Tenant shall move the Equipment back to its original location after the Roof Work is completed unless the parties agree to utilize the relocated area permanently.

6. Access.

Tenant and its "authorized personnel" shall be entitled to twenty-four (24) hour, seven (7) days per week access to the Premises. All access to the Premises by Tenant shall be subject in each instance to the reasonable security requirements and reasonable rules and regulations from time to time in effect at the Property, of which Landlord shall inform Tenant in writing. In the event Tenant requires access to the Premises outside of Landlord's normal business hours, Tenant will be responsible for any reasonable costs incurred by Landlord in providing such access to the Premises.

7. Interference.

Tenant shall not use the Premises in any way that interferes with the use of the Building by: (i) Landlord, (ii) tenants of Landlord leasing or licensing space in the Building primarily for the same or similar use as a majority of the other tenants in the Building and which is consistent with the purpose for which the Building is operated, or (iii) tenants of Landlord who commenced occupancy at the Building on a date which precedes the Commencement Date and who are leasing or licensing space from Landlord and using the Building as a telecommunications transmitting or receiving site ("Existing Tenants"). Tenant shall indemnify Landlord and hold Landlord harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any such interference, except that Tenant shall not be required to indemnify Landlord with respect to any consequential damages or claims for lost profits. Tenant agrees to cease all operations (except for testing as approved by Landlord) until the interference has been corrected to the reasonable satisfaction of the Landlord. Tenant shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference as set forth in this Lease. If such interference has not been corrected within thirty (30) days, Landlord may require Tenant to remove the specific items of the Equipment causing such interference. All operations by Tenant shall be lawful and in compliance with all applicable laws, rules and regulations. Tenant shall not allow any excessive or objectionable levels of noise to be generated by the Equipment during normal operations.

8. Assignment.

a. Upon notice to Landlord, Tenant may freely assign this Lease and its other rights hereunder (including, without limitation its right to renew) to any person or business entity at any time without the prior consent of Landlord; provided that any such sublessee or assignee is in the wireless communications business and will use the Premises only as set forth in Section 2 of this Agreement. Tenant shall provide Landlord with notice of any such sublease or assignment within a reasonable period of time thereafter. Tenant may perform an assignment of its rights, duties and obligations, in whole or in part, under this Agreement to any lender or provider of financing to Tenant without the prior written consent of Landlord.

b. Landlord acknowledges that Tenant, is in the business of subleasing all or portions of the Premises to Permitted Subtenants pursuant to separately negotiated subleases entered into between Tenant and a Permitted Subtenant. Tenant may enter into any Permitted Sublease without the consent of Landlord provided that, notwithstanding the terms of such Permitted Sublease, Tenant shall remain liable for all of the terms and conditions of this Lease and Tenant shall fulfill each covenant contained herein and shall protect and defend Landlord from and against all costs, damages, or liability (including reasonable attorney fees) resulting from all acts or omissions of such Permitted Subtenant to the extent such act or omission is permitted by such Permitted Sublease and such permission is contrary to or inconsistent with the terms of this Lease.

c. In the event this Lease is terminated prior to the termination of a Permitted Sublease, such Permitted Subtenant shall agree to attorn to Landlord and to recognize Landlord as such Permitted Subtenant's landlord under the Permitted Sublease, upon the terms and conditions and at the rental rate specified in the Permitted Sublease, and for the then remaining term of the Permitted Sublease, except that Landlord shall not be bound by any provision of the Permitted Sublease which in any way increases Landlord's duties, obligations or liabilities to such Permitted Subtenant beyond those owed to Tenant under this Lease. Such Permitted Subtenant shall agree to execute and deliver at any time and from time to time, upon request of Landlord, any instruments, which may be necessary or appropriate to evidence such attornment. Landlord shall not (i) be liable to a Permitted Subtenant for any act, omission or breach of the Permitted Sublease by Tenant, (ii) be subject to any offsets or defenses which such Permitted Subtenant might have against Tenant, or (iii) be bound by any rent or additional rent which such Permitted Subtenant might have paid in advance to Tenant. Tenant hereby agrees that in the event of Lease termination, Tenant shall immediately pay or transfer to Landlord any rent or other sums then held by Tenant.

9. Taxes and Assessments.

Tenant shall pay any taxes, assessments, charges, or fees, directly attributable to its use of the Premises, including any increase in real property taxes chargeable to Landlord resulting from the installation of the Equipment and any use and occupancy taxes chargeable with respect to the Equipment. Notwithstanding the foregoing, Tenant shall have no liability for any excess profit taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income or chargeable to Landlord as a result of Landlord's business.

10. Insurance, Release and Hold Harmless.

a. Tenant shall, at Tenant's sole cost and expense, procure and continue in force during the term of this Lease, including any Renewal Term: (i) Workers' Compensation Insurance (at statutory limits) and Employer's Liability Insurance with minimum limits of \$500,000 and (ii) Comprehensive General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than \$2,000,000 combined single limit. All policies shall be written by an insurer acceptable to Landlord licensed to do business within the State where the Premises are located and shall provide a thirty (30) day notice of cancellation to Landlord.

b. Tenant shall require that its Permitted Subtenants and contractors (and any subcontractors) produce, prior to commencing any installation, repair, or maintenance work on the Premises, a certificate of original insurance policy evidencing that the following insurance is maintained: (i) Comprehensive General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than \$2,000,000 combined single limit; (ii) Commercial Liability Insurance with minimum limits no less than \$2,000,000 combined single limit and Builder's Risk Insurance with limit not less than 100% of the estimated value of the improvements being constructed by or on behalf of Tenant; (iii) Workers' Compensation (at statutory limits) and Employer's Liability Insurance with minimum limits of \$500,000. All policies shall name Landlord as additional insured and all shall contain a thirty (30) day written notice of cancellation to Landlord.

c. Tenant agrees that Landlord and its Building manager, if any, and their respective partners, officers, employees and agents shall not be liable to Tenant, and Tenant hereby releases such parties, for any personal injury or damage to or loss of personal property in the Premises from any cause whatsoever unless such damage, loss or injury is the result of the negligence or willful misconduct of Landlord, its Building manager, or their partners, officers, employees or agents, and Landlord and its Building manager and their partners, officers or employees shall not be liable to Tenant for any such damage or loss whether or not the result of their negligence to the extent Tenant is compensated by Tenant's insurance or would have been compensated under commonly available commercial policies, and Landlord shall in no event be liable to Tenant for any consequential damages.

d. Landlord agrees that Tenant and its respective partners, officers, employees and agents shall not be liable to Landlord, and Landlord hereby releases such parties, for any personal injury or damage to or loss of personal property in any part of the Building other than the Premises from any cause whatsoever unless such damage, loss or injury is the result of the negligence or willful misconduct of Tenant, or its partners, officers, employees or agents, and Tenant and its partners, officers or employees shall not be liable to Landlord for any such damage or loss whether or not the result of their negligence to the extent Landlord is compensated by Landlord's insurance or would have been compensated under commonly available commercial policies, and Tenant shall in no event be liable to Landlord for any consequential damages.

e. Tenant agrees to compensate Landlord for damages and to indemnify and to hold Landlord harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) incurred by Landlord and arising from the negligent acts or omissions of Tenant or Tenant's agents, employees, engineers, contractors, subcontractors, or invitees in or about the Building or arising from Tenant's default pursuant to this Agreement. Except as otherwise specifically provided herein to the contrary, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Premises by Tenant shall be so installed, kept, stored, or maintained at Tenant's risk. Landlord shall not be responsible for any loss or damage to equipment owned by Tenant which might result from tornadoes, lightning, wind storms, hail, flying debris, or other acts of God which is not caused by the negligent acts or omissions of Landlord; provided, however, Landlord agrees to compensate Tenant for damages and to indemnify and hold Tenant harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) incurred by Tenant and arising from the negligent act or omissions of Landlord or Landlord's agents, employees, engineers, contractors, subcontractors or invitees in or about the Site or arising from Landlord's default pursuant to this Agreement. The indemnities described in this Section shall survive termination of this Agreement.

f. Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the term of this Lease or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Building, to the extent that such loss or damage is recovered under an insurance policy or policies. Each party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.

11. Removal of the Equipment Upon Termination or Expiration of the Lease.

Following any termination or expiration of this Lease, provided the applicable sublease has terminated, Tenant shall remove all of the Equipment. In performing such removal, Tenant shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of the Equipment, reasonable wear and tear and damage by the elements excepted. If Tenant fails to remove such Equipment within thirty (30) days after expiration or earlier termination of this Lease,

Landlord may remove and store such Equipment and Tenant shall reimburse Landlord for the costs of such removal and restoration of the Premises and any storage costs incurred by Landlord; provided that if Tenant does not remove such equipment within ninety (90) days of the expiration or sooner termination of this Lease, Landlord may sell or dispose of the Equipment.

12. Event of Default.

It shall be an Event of Default if any one or more of the following events shall occur:

a. Tenant shall default in the payment when due of any Rent or other sum of money specified hereunder to be paid by Tenant, and Tenant does not remedy such default within ten (10) days after written notice thereof from Landlord; provided however that Landlord shall not be required to provide such notice with respect to more than two payment required during any calendar year during the term hereof; or

b. Tenant shall default in the performance of any other of the terms, conditions or covenants contained in this Lease to be performed or observed by Tenant other than that specified in (a) above and the interference provision herein and Tenant does not remedy such default within thirty (30) days after written notice thereof is given to Tenant or, if such default cannot be remedied in such period, Tenant does not, within thirty (30) days after such notice from Landlord, commence such efforts or acts as shall be necessary to remedy the default and continue to prosecute such efforts and/or acts to completion with reasonable diligence.

c. Upon the occurrence of an Event of Default, Landlord shall have and may pursue all rights and remedies permitted by applicable law, including but not limited to terminating this Lease on at least thirty (30) days' notice to Tenant and, on the date specified in such notice, this Lease and the term hereby demised and all rights of Tenant hereunder shall expire and terminate and Tenant shall thereupon quit and surrender possession of the Premises to Landlord in the condition elsewhere herein required in which event Tenant shall remain liable to Landlord as herein provided.

d. In the event Landlord shall fail to keep or perform any of the terms, conditions or covenants contained in this Lease to be performed or observed by Landlord, and Landlord does not remedy such failure within thirty (30) days after written notice thereof is given to Landlord, Tenant shall have and shall be entitled to exercise any and all rights and remedies permitted by applicable law.

13. Termination by Tenant.

Except as otherwise provided herein, Tenant may terminate this Lease in the following circumstances:

a. upon thirty (30) days prior written notice and without penalty or further liability, if the Permitted Subtenant(s) at the Building are unable to obtain, maintain or reinstate within thirty (30) days the necessary permit(s) or governmental approval(s) needed for the construction or operation of the Equipment in accordance with Tenant's Permitted Use (Tenant shall at all times cause such Permitted Subtenant(s) to use diligent efforts in good faith to obtain and maintain any government approvals if Tenant desires to terminate pursuant to this section);

b. upon thirty (30) days prior written notice and without penalty or further liability, if the Permitted Subtenant(s) at the Building are unable to operate the Equipment in accordance with Tenant's Permitted Use on the Premises as a result of material interference (other than on a temporary, non-recurring basis) resulting from an action of the FCC or other governmental agency (other than an Existing Tenant);

c. upon thirty (30) days prior written notice and without penalty or further liability, if the Permitted Subtenant(s) at the Building determine that, based on (i) technology, or (ii) changes in system design or system usage patterns, the use of the Equipment (as the same may have been modified from time to time) by such Permitted Subtenant(s) is no longer consistent with the optimal operation of such Permitted Subtenant's communications system.

d. upon Tenant terminating in accordance with this Section, Tenant shall surrender and vacate the Premises and deliver possession thereof to Landlord on or before the termination date in the condition required under this Lease for surrender of the Premises.

14. Utilities

Tenant shall pay for all utilities to operate Equipment. Landlord, at Landlord's option, may either (i) require Tenant to directly contract with the local utility company servicing the Building and have such utility company install, at Tenant's sole cost and expense, separate metering devices to measure Tenant's usage and Tenant shall pay the power utility directly for such usage, or (ii) Landlord may allow Tenant the right to connect to the Building's electrical system and install, at Tenant sole cost and expense, a sub-meter to measure Tenant's usage. In the event Tenant is not billed directly by the local utility company, Tenant shall pay the sum of [REDACTED] Dollars [REDACTED] per month, in addition to and payable in the same manner as the Rent payable hereunder, as an estimated utility charge ("Estimated Utility Charge"). Landlord or Manager will bill Tenant for Tenant's power consumption based on the average kilowatt-hour rate

paid by the Landlord for electricity at the Building. Upon Landlord's determination of the annual electricity usage by Tenant for the Equipment, based upon the electricity bills received by Landlord during such twelve month period, Landlord shall compare the Estimated Utility Charges paid by Tenant for such period to the actual electricity charge for such period as reflected on such bills. In the event the Estimated Utility Charge paid by Tenant is less than the amount billed, Tenant shall pay the difference between the Estimated Utility Charge and the amount billed within thirty (30) days of Tenant's receipt of a notice from Landlord setting forth the amount due. To the extent such Estimated Utility Charges paid by Tenant exceed the actual electrical usage, Landlord shall credit Tenant with such excess against the next immediate installments of Rent due under this lease. The monthly Estimated Utility Charge for the next successive twelve (12) month period shall be adjusted to reflect the actual amount due from Tenant for the immediately preceding twelve (12) month period, prorated to reflect monthly usage. Landlord shall not be liable in any respect for damages to either person or property nor shall Tenant be relieved from fulfilling any covenant or Lease hereof as a result of any temporary or permanent interruption of electrical service. Landlord shall use reasonable diligence to restore any interruption in electrical service promptly, but Tenant shall have no claim for damages, consequential or otherwise, on account of any interruption. Tenant acknowledges that Landlord may, as part of its maintenance and repair obligations at the Building, require a temporary interruption of electrical service that may cause a temporary disruption of service to Tenant or the Equipment. Landlord agrees to make a reasonable effort to schedule any such shutdown outside the Building's normal business day. Landlord also agrees to make a reasonable effort to cooperate with Tenant in obtaining temporary alternate power during scheduled maintenance operations, but shall have no obligation hereunder to provide alternate power from emergency power sources. In connection therewith, Landlord agrees to give Tenant reasonable prior notice, except in emergency situations, which notice may be oral. Landlord must approve all utility routes prior to construction. Notwithstanding the foregoing, if electrical service to the Premises is interrupted for twenty-four (24) consecutive hours, then Rent shall abate on a per diem basis from the first day of such interruption through the date on which such electrical service is restored. If such interruption persists for more than thirty (30) consecutive days, Tenant may terminate this Lease.

15. Mechanics Liens.

Tenant shall not suffer or permit any mechanic's, laborer's, or materialman's lien to be filed against the Property, including the Building or any part thereof by reason of work, labor, services, or materials requested and supplies claimed to have been requested by Tenant; and if such lien shall at any time be so filed, Tenant shall cause it to be canceled and discharged of record (by bonding or otherwise), within thirty (30) business days after notice of the filing thereof, and Tenant shall indemnify and hold harmless Landlord from any loss incurred in connection therewith.

16. Casualty and Condemnation.

In case of damage to the Building or the Premises or those portions of the Building or the Premises which are essential to the operation of the Equipment, by fire or other casualty, Landlord shall, at its expense, cause the damage to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies, governmental regulations, and for delays beyond the control of Landlord, including a "force majeure". Landlord shall not, however, be obligated to repair, restore, or rebuild any of Tenant's personal property, including but not limited to the Equipment. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to Tenant's business resulting in any way from such damage or the repair thereof except, to the extent and for the time that the Building or the Premises are thereby rendered unusable for Tenant's intended purpose, the Rent shall proportionately abate. In the event the damage shall involve the Building generally and shall be so extensive that Landlord shall decide, at its sole discretion, not to repair or rebuild the Building, or if the casualty shall not be of a type insured against under standard fire policies with extended type coverage, or if the holder of any mortgage, deed of trust or similar security interest covering the Building shall not permit the application of adequate insurance proceeds for repair or restoration, this Lease shall, at the sole option of Landlord, exercisable by written notice to Tenant given within twenty (20) days after Landlord is notified of or otherwise becomes aware of the occurrence of the casualty, be terminated as of the date of such casualty, and the Rent (taking into account any abatement as aforesaid) shall be adjusted to the termination date and Tenant shall thereupon promptly vacate the Premises. Notwithstanding the foregoing, Tenant shall be permitted to terminate this Lease (i) in the event the Premises have been rendered unusable for Tenant's intended purpose, and (ii) Landlord's estimated period for completion of the repair and restoration of the Building exceeds ninety (90) days.

If, at any time during the term of this Lease, all or substantially all of the Premises or the Building and improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Tenant may terminate this Lease by providing written notice to Landlord within thirty (30) days of such condemnation or eminent domain action, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid Rent shall be apportioned as of said date and reimbursed to Tenant. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any taking of less than all or substantially all of the Premises, this Lease shall continue and each of Landlord and Tenant shall be entitled to pursue their own separate awards with respect to such taking.

17. Quiet Enjoyment, Title and Authority.

Landlord covenants and warrants that (i) it has the authority to execute this Lease and has the power to grant the rights hereunder; (ii) it has good, marketable and unencumbered title to the Property free and clear of any liens, mortgages, restrictions or other encumbrances that will interfere with Tenant's Permitted Use of the Premises; (iii) its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease or other agreement binding on Landlord; and (iv) Tenant shall have the quiet enjoyment of the Premises, and Tenant shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

18. Subordination.

This Lease is and shall be subject and subordinate to all ground or underlying leases of the entire Building and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Tenant shall execute, within fifteen (15) days after request, any certificate that Landlord may reasonably require acknowledging such subordination. Notwithstanding the foregoing, the party holding the instrument to which this Lease is subordinate shall have the right to recognize and preserve this Lease in the event of any foreclosure sale or possessory action, and in such case, this Lease shall continue in full force and effect. Tenant shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment. For the benefit of Tenant, Landlord shall request (but shall have no obligation to obtain) from its current mortgagee a Subordination, Non-Disturbance and Attornment Lease (an "SNDA"), in which Tenant shall join, under which this Lease and the rights of Tenant hereunder shall not be affected or modified by foreclosure or the exercise of any other right or remedy by the mortgagee and under which Tenant shall attorn to and recognize the mortgagee or any purchaser at foreclosure sale or other successor-in-interest to the Landlord as Tenant's landlord hereunder. Tenant further agrees that this Lease shall be subject and subordinate to the lien of any mortgages hereafter placed upon the Building or the Premises, provided that the lender/mortgagee thereunder shall have executed an SNDA with Tenant whereby such lender agrees not to disturb Tenant in its rights, use and possession of the Building and the Premises under this Lease or to terminate this Lease, notwithstanding the foreclosure or the enforcement of the mortgage or termination or other enforcement of an underlying lease or installment purchase agreement, except to the extent permitted by Landlord pursuant to the terms of this Lease. The SNDA shall be in the reasonable form required by the lender and reasonably acceptable to Tenant. Tenant covenants and agrees to execute and deliver to Landlord or to the lender the SNDA within fifteen (15) days after demand.

19. Waiver of Liens.

Landlord hereby waives any and all statutory liens which Landlord may have with respect to any of Tenant's or any Permitted Subtenant's assets (including the Equipment) which have been pledged for or serve as collateral for any of Tenant's (or any Permitted Subtenant's) existing or future loans or lines of credit. Notwithstanding the foregoing, such waiver shall not apply with respect to any future loans or lines of credit, which have been originated after default by Tenant of its obligations herein. Tenant or any Permitted Subtenant may pledge or collaterally assign its ownership rights in the Equipment to any financing source which Tenant or such permitted Subtenant may select. The parties acknowledge that such collateral assignment or pledge shall in no event affect the Building or the land upon which the Building is located and Tenant or such Permitted Subtenant may not create a lien or encumbrance on the real estate to which the Equipment is secured. So long as any lender which has provided financing or funding to Tenant or such Permitted Subtenant has cured any default by Tenant within the time periods set forth in this Lease, Landlord agrees not to evict the Tenant or terminate this Lease with respect to such lender solely as a result of such default.

20. Notices.

All notices, demands, requests and other communications hereunder shall be in writing either personally delivered or mailed, via certified mail, return receipt requested, or sent by overnight courier to the following addresses:

If to Landlord, to:

Extra Space Management Inc.
2795 E. Cottonwood Pkwy, Suite 400
Salt Lake City, UT 84121
Attn: Zach Dickens - Director, Business Development

With a copy to:

Extra Space Management Inc.
2795 E. Cottonwood Pkwy, Suite 400
Salt Lake City, UT 84121
Attn: Gwyn McNeal

And if to Tenant, to:

Global Tower Assets, LLC
C/O: Global Tower Partners
750 Park of Commerce Blvd, Suite 300
Boca Raton, FL 33487
Attention: General Counsel

Notices will be deemed to have been given upon either receipt or rejection. Unless or until either of the respective addresses is changed by notice in writing sent to the other party as set forth above, thereafter to the address contained in such notice.

21. Marking and Lighting Requirements.

Tenant shall construct and install the Equipment at the Building in compliance with all marking and lighting requirements of the FAA and the FCC. Should Tenant be cited because the Building is not in compliance with such requirements, Tenant may terminate this Lease if Landlord fails to cure the conditions of noncompliance within ninety (90) days from the issuance of the citation.

22. Successors and Assigns.

This Lease shall run with the Building and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

23. Miscellaneous.

a. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

b. Either party shall execute a Memorandum or Notice of Lease in standard form to be recorded in the appropriate registry or land records office.

c. Failure of Landlord to insist on strict performance of any of the conditions or provisions of this Lease, or to exercise any of Landlord's rights hereunder, shall not waive such rights.

d. This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

e. This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other Leases. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE.)

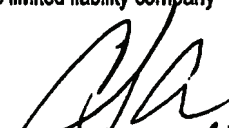
8308 S 700 E
Sandy, UT 84070

GTP SITE ID: UT-0024

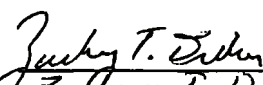
IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date aforesaid.

LANDLORD:

EXTRA SPACE PROPERTIES FIFTY THREE LLC,
a Delaware limited liability company

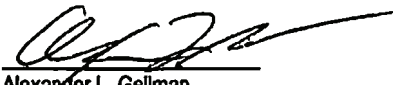
BY: 
NAME: Alexander L. Gellman
TITLE: MANAGER
DATE: July 9, 2010

WITNESS:

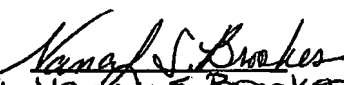
BY: 
NAME: Zachary T. Dickson
DATE: July 9, 2010

TENANT:

GLOBAL TOWER ASSETS, LLC
a Delaware limited liability company

BY: 
NAME: Alexander L. Gellman
TITLE: President & COO
DATE: July 9, 2010

WITNESS:

BY: 
NAME: Nancy S. Brookes
DATE: July 9, 2010

LEGAL
REVIEWED 10/3

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The Property is legally described as follows (to be attached):

PARCEL NO. 1:

BEGINNING 614.5 feet South 0°01'25" East (Record = South) and 53.0 feet South 89°58'35" West (Record = West) from the East Quarter Corner of Section 31, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence South 89°58'35" West (Record = West) 753.85 feet; thence South 0°01'25" East (Record = South) 47.12 feet; thence South 89°58'35" West (Record = West) 18.18 feet, thence South 0°01'25" East (Record = South) 113.38 feet, thence North 89°58'35" East (Record = East) 772.03 feet, thence North 0°01'25" West (Record = North) 160.5 feet to the point of BEGINNING.

✓ PARCEL NO. 2:

BEGINNING 56 rods South 0°01'25" East (Record = South) and 50 rods south 89°58'35" West (Record = West) from the Northeast corner of the Southeast Quarter of Section 31, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence North 0°01'25" West (Record = North) 149.0 feet, thence North 89°58'35" East (Record = East) 400.5 feet, thence South 0°01'25" East (Record = South) 149.0 feet, thence South 89°58'35" West (Record = West) 400.5 feet to the point of BEGINNING.

EXHIBIT "B"

PREMISES

Initial lease area described as follows (to be attached):

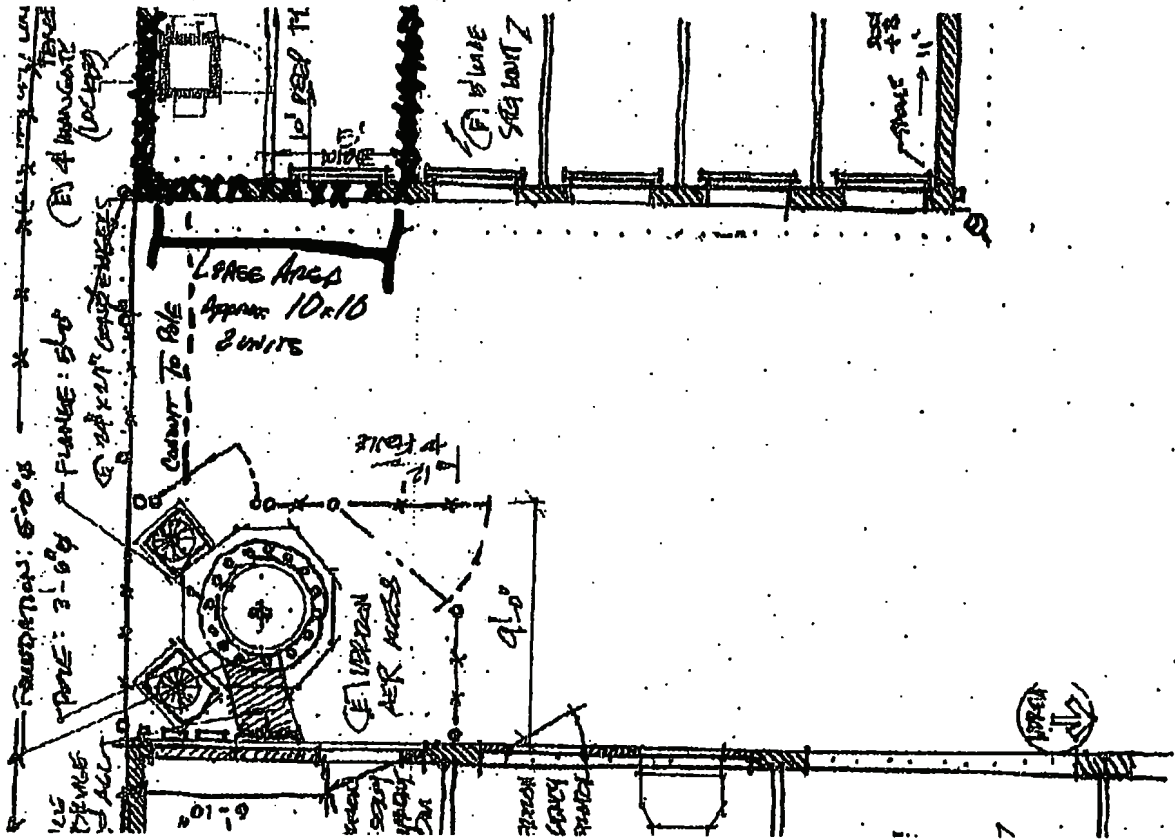


EXHIBIT A-1

Legal Description

PARCEL NO. 1:

BEGINNING 614.5 feet South 0°01'25" East (Record = South) and 53.0 feet South 89°58'35" West (Record = West) from the East Quarter Corner of Section 31, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence South 89°58'35" West (Record = West) 753.85 feet; thence South 0°01'25" East (Record = South) 47.12 feet; thence South 89°58'35" West (Record = West) 18.18 feet, thence South 0°01'25" East (Record = South) 113.38 feet, thence North 89°58'35" East (Record = East) 772.03 feet, thence North 0°01'25" West (Record = North) 160.5 feet to the point of BEGINNING.

PARCEL NO. 2:

BEGINNING 56 rods South 0°01'25" East (Record = South) and 50 rods south 89°58'35" West (Record = West) from the Northeast corner of the Southeast Quarter of Section 31, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence North 0°01'25" West (Record = North) 149.0 feet, thence North 89°58'35" East (Record = East) 400.5 feet, thence South 0°01'25" East (Record = South) 149.0 feet, thence South 89°58'35" West (Record = West) 400.5 feet to the point of BEGINNING.