

**When Recorded Return To:**

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

**Prepared By:**

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

**AGREEMENT REGARDING GROUND LEASE**

**THIS AGREEMENT REGARDING GROUND LEASE** (this "**Agreement**") is made as of \_\_\_\_\_, 2012, 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 (such entity, "**Global Tower**").

**R E C I T A L S:**

A. Landlord and **TAPCO, The Alternative Phone Company**, a Florida corporation. ("**Existing Tenant**") are parties to a certain Lease dated **January 2, 2000**, (the "**Lease**"), covering certain real property more particularly described on **Exhibit A** attached hereto (the "**Property**");

B. Pursuant to an Asset Purchase Agreement dated as of **February 6, 2012**, by and between the Existing Tenant and Global Tower, or one of its subsidiaries, affiliates or assigns, Global Tower has acquired or intends to acquire the Existing Tenant's interest in the Lease, and Global Tower requests that Landlord consent to (if required) and acknowledge the acquisition by the Global Tower of the Existing Tenant's interest in the Lease;

C. Global Tower (or an affiliate of Global Tower) is issuing notes (the "**Note**") pursuant to an Indenture by and among Toronto Dominion (Texas) LLC, as administrative agent (together with its successors and assigns, the "**Administrative Agent**") and various lenders from time to time party thereto ("collectively, the "Lenders"), 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:

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

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

(a) Existing Tenant is the current tenant under the Lease (a full copy of which, including all amendments thereto is annexed as Exhibit B) and the Lease is in full force and effect and contains the entire agreement between Landlord and the Existing Tenant with respect to the Property.

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

(c) The Existing Tenant may use the tower and related improvements located on the Property for all uses permitted under the Lease.

3. Agreement with Respect to the Lease. Following the consummation of the acquisition of the Lease by Global Tower:

Global Tower may grant a security interest in Lessee's leasehold estate under the Lease and any of Lessee's personal property, and may assign this Lease and any of Lessee's personal property to any such holders of security interests including their successors or assigns (hereinafter collectively referred to as "Lender"), provided such Lender agree to be bound by the terms and provisions of this Lease. Lessor agrees to give such Lender the same right to cure any default as Lessee, except the cure period for any Lender shall not be less than thirty (30) days after receipt of the default notice.

4. Assumption of Obligations. Global Tower assumes all obligations of Existing Tenant under the Lease following the consummation of the acquisition of the Lease by Global Tower.

5. 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 B annexed hereto and made a part hereof.

6. Notices. All notices sent to the parties 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 one party to the other):

As to Global Tower:  
Attn: Asset Manager  
750 Park of Commerce Blvd, Suite 300  
Boca Raton, FL 33487-3612  
Fax: 561-995-0321

As to School Board:  
School Board of Sarasota County

1960 Landings Blvd.  
Sarasota, FL 34231  
Attn: Superintendant of Schools

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

**[SIGNATURE PAGES IMMEDIATELY FOLLOW]**

**LANDLORD 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.

	<p>_____</p> <p><b>a(n)</b> _____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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STATE OF:

COUNTY OF:

On the \_\_\_ day of \_\_\_\_\_, in the year 2012, before me, the undersigned, personally appeared \_\_\_\_\_, of \_\_\_\_\_, 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/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument and that such individual(s) made such appearance before the undersigned in the State of \_\_\_\_\_, County of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires:

**GLOBAL TOWER SIGNATURE PAGE**

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.

	<p><b>[GLOBAL TOWER, LLC]</b> a Delaware limited liability company</p> <p>By: _____ Name: _____ Title: _____</p>
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STATE OF FLORIDA:

COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_

My commission Expires:

GTP Site ID: US-FL-5068  
GTP Site Name: Venice

EXHIBIT A  
Property Description

GTP Site ID: US-FL-5068  
GTP Site Name: Venice

EXHIBIT B  
Lease