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Doc#: 0608806173 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/29/2006 04:22 PM Pg: 1 of 7

Prepared by and when recorded, return to:
Timothy J. Culver, Esq.
Global Tower, LLC
1801 Clint Moore Road, Suite 215
Boca Raton, FL 33487

Property of Cook County Clerk's Office

GTP Site Name: Pawnee
GTP Site Number: IL-5133
A.L.B.S. Site Number: CIL130

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (the "Assignment") is entered into as of January 31, 2006, by and among A.L.B.S. Wireless Services II, LLC a Illinois limited liability company ("Seller") and GTP Acquisition Partners II, LLC a Delaware limited liability company ("Purchaser").

WITNESSETH

WHEREAS, the Agreement of Purchase and Sale dated as of October 20, 2005 (the "Purchase Agreement", with capitalized terms used herein without definition having the meanings set forth therein), by and between Purchaser and Seller provides for the sale by Seller to Purchaser of the Assets; and

WHEREAS, the Purchase Agreement provides that on the Closing Date, Seller will assign all of its interest in the real property lease described on Exhibit A (the "Lease") to Purchaser.

SY
P7
MY
BMP
(SD)

H6

50
1-2
36
5/1

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GTP Site Name: Pawnee
GTP Site Number: IL-5133
A.L.B.S. Site Number: CIL130

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Purchase Agreement, Purchaser and Seller, intending to be legally bound, agree as follows:

1. Assignment of Lease. Seller hereby assigns to Purchaser all of Seller's right, title and interest in, to and under the Lease, being the same premises leased to Seller.
2. Acceptance and Assumption of Lease. Purchaser hereby accepts the assignment of the Lease and expressly assumes and covenants in favor of Seller and the lessor under the Lease (the "Lessor") to discharge and perform, as and when due, all obligations of Seller accruing, arising out of, or relating to events or occurrences from and after the Closing Date under the Lease.
3. Lessor as Third Party Beneficiary. Seller and Purchaser acknowledge that Lessor and its successors and assigns are intended third party beneficiaries of this Assignment and shall have the right to directly enforce Purchaser's obligations and assumptions hereunder to the same extent as if they were a party hereto.
4. Purchase Agreement Controls. Nothing in this Assignment shall be deemed to expand or diminish the scope of the rights of any party to the Purchase Agreement that are contained in the Purchase Agreement. If there is conflict or an apparent conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.
5. 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.
6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Further Assurances. Seller and Purchaser 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]

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GTP Site Name: Pawnee
GTP Site Number: n/a
A.L.B.S. Site Number: CIL130

[Signature page to Assignment and Assumption of Ground Lease]

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

Seller:

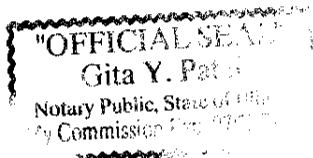
A.L.B.S. Wireless Services II, LLC a Illinois limited liability company

By: [Signature]
Name: Anthony Baroud
Title: Managing Member

STATE OF IL
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Anthony Baroud managing member A.L.B.S. Wireless Services II, LLC a Illinois limited liability company, known to me to be the person who executed the within Assignment and Assumption of Ground Lease on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Given under my hand and notary seal, this 24 day of January, 2006.



Gita Y. Patel
Notary Public
Print Name: Gita Y. Patel
My Commission Expires: 7-22-06

[NOTARY SEAL]

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GTP Site Name: Pawnee
GTP Site Number: IL-5133
A.L.B.S. Site Number: CIL130

Property of Cook County Clerk's Office

Purchaser:

GTP Acquisition Partners II, LLC, a Delaware limited liability company

By: [Signature]

Name: Marc C. Ganzi

Title: Chief Executive Officer

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, the undersigned, a Notary Public of Broward County and State of Florida, do hereby certify that Marc C. Ganzi personally came before me and acknowledged that he is Chief Executive Officer of GTP Acquisition Partners II, LLC a Delaware limited liability company, and that, as Chief Executive Officer, being authorized to do so, executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal this 3rd day of January 2006.

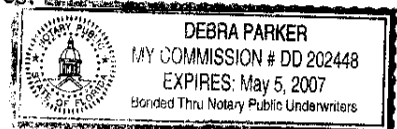
[Signature]

Notary Public

Print Name: Debra Parker

My Commission Expires:

[NOTARY SEAL]



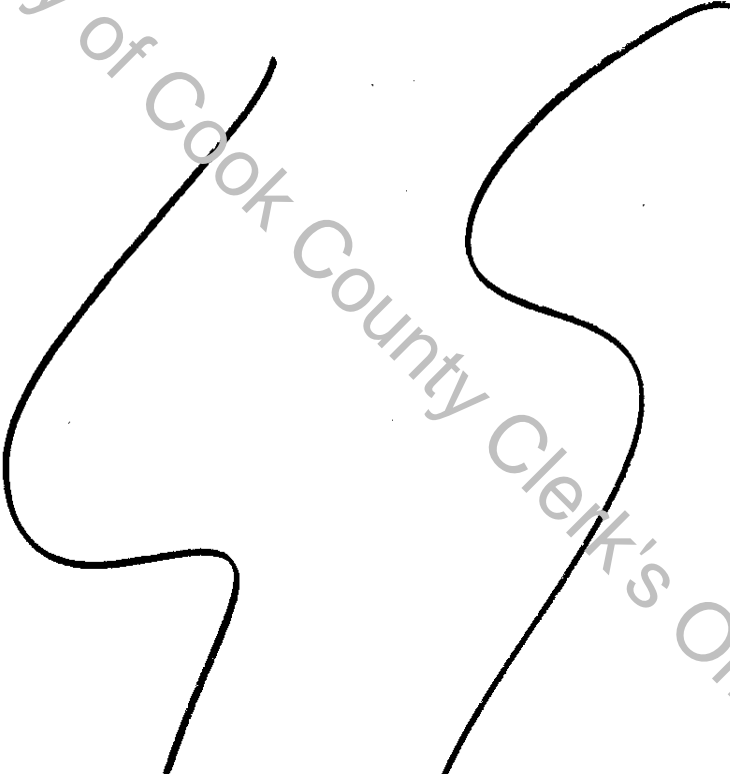
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GTP Site Name: Pawnee
GTP Site Number: IL-5133
A.L.B.S. Site Number: CIL130

EXHIBIT A

See Attached Legal Description

Property of Cook County Clerk's Office



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Site Name Pawnee

EXHIBIT A

Document No. _____
 Filed and Recorded _____ at _____ o'clock _____ M.
WARRANTY DEED _____ Recorder of Deeds

This Indenture Witnesseth That the Grantor, Lena M. Ayers, a widow, having not since remarried,
 of the Village of Pawnee in the County of Sangamon and State of Illinois
 for and in the consideration of the sum of One and More Dollars
 in hand paid, CONVEY And WARRANT to
Roy W. Ayers, Jr.
 of the Village of Pawnee in the County of Sangamon and State of Illinois, the following described real estate to-wit:

That part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Five (5), lying South and East of Horse Creek, containing twelve (12) acres, more or less,
 And, Also
 The Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8),
 all in Township Thirteen (13) North, Range Four (4) West of the Third Principal Meridian,
 Subject to easements, restrictions, reservations, and exceptions of record,

36-08-101-002

(situated in the County of Sangamon, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 26th day of April A. D. 1971

Lena M. Ayers (Seal)
 Lena M. Ayers (Seal)
 _____ (Seal)
 _____ (Seal)

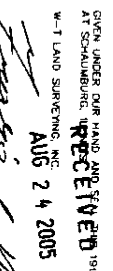
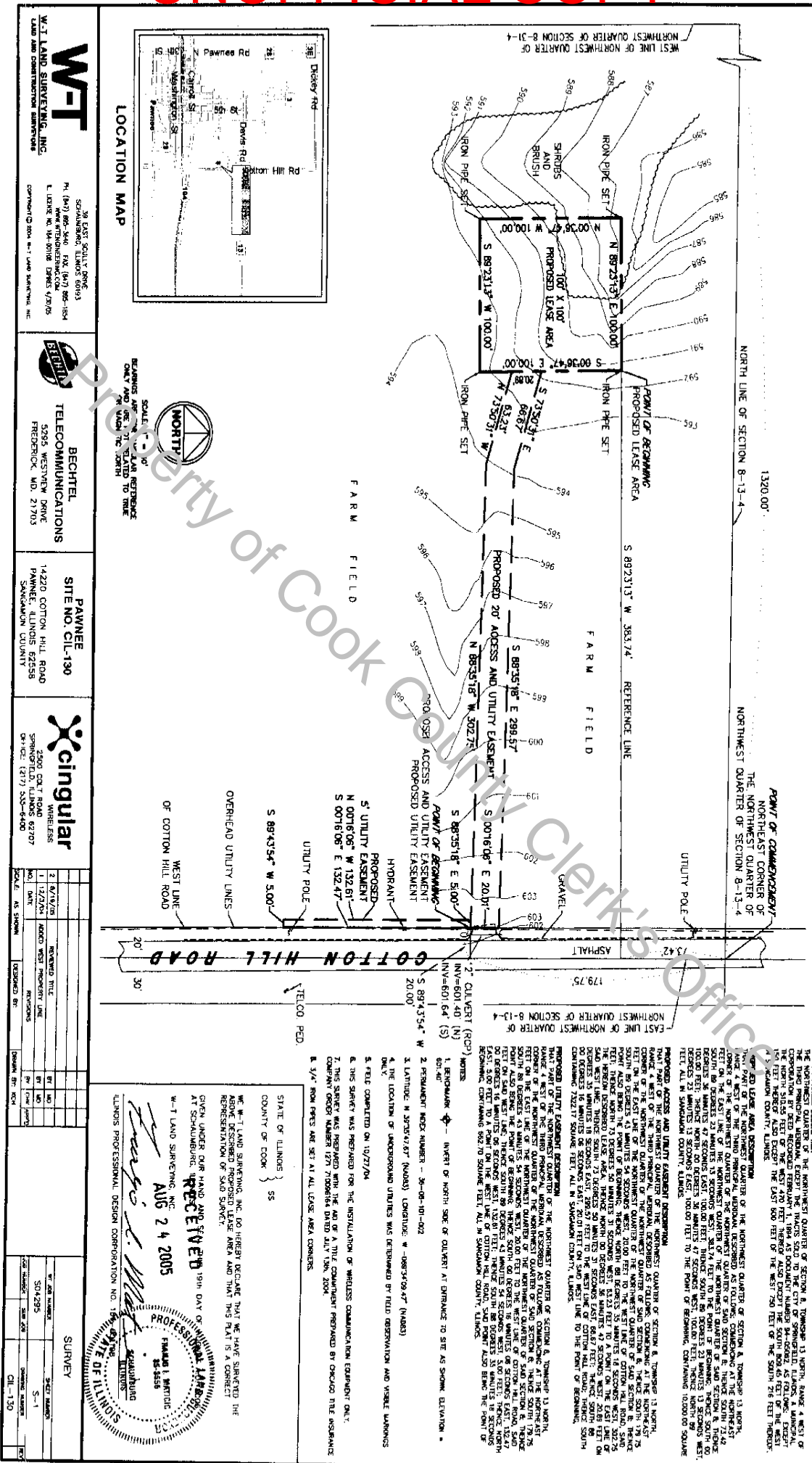
STATE OF ILLINOIS
 County of Sangamon

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, that Lena M. Ayers, a widow, having not since remarried,
 personally known to me to be the same person, whose name is _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as _____ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
 Given under my hand and Notarial seal, this 26th day of April A. D. 1971
Edith M. French
 Notary Public.

ILLINOIS 62558
 BOOK 639 PAGE 850

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PLAT OF SURVEY



W-T
 W-T LAND SURVEYING, INC.
 20 EAST SULLY ROAD
 SPRINGFIELD, ILLINOIS 62707
 PH (618) 885-3400 FAX (618) 885-1834
 WWW.WTSURVEYING.COM
 E. LEASE NO. 164-01118 DEW/06 V/0/06
 COMPANY CD 5004 m-1 Land Survey, Inc.

BECHTEL
 TELECOMMUNICATIONS
 5295 WESTVIEW DRIVE
 FREDERICK, MD. 21703

PAWNEE
 SITE NO. CL-130
 14220 COTTON HILL ROAD
 PAWNEE, ILLINOIS 62558
 SANGAMON COUNTY

Xingular
 8900 SOUTHWEST ROAD
 SPRINGFIELD, ILLINOIS 62707
 OFFICE (217) 333-6400

DATE	BY	REVISIONS
10/27/04	[Signature]	INITIALS

NO.	DATE	BY	REVISIONS
1	10/27/04	[Signature]	INITIALS
2	10/27/04	[Signature]	INITIALS

NO.	DATE	BY	REVISIONS
1	10/27/04	[Signature]	INITIALS
2	10/27/04	[Signature]	INITIALS

STATE OF ILLINOIS }
 COUNTY OF COOK }
 SS

REC'D & FILED
 24 2005
 FREDERICK
 J. B. MUMFORD
 JUDGE OF THE CIRCUIT COURT

PROPERTY OF COOK COUNTY CLERK'S OFFICE

PROPOSED ACCESS AND UTILITY EASEMENT
 THAT PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 4 WEST OF COUNTY ROAD 130, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 4 WEST OF COUNTY ROAD 130, AND THENCE EAST 179.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13 DEGREES 23 MINUTES 13 SECONDS WEST 1020.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13 DEGREES 23 MINUTES 13 SECONDS WEST 1020.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13 DEGREES 23 MINUTES 13 SECONDS WEST 1020.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13 DEGREES 23 MINUTES 13 SECONDS WEST 1020.00 FEET TO THE POINT OF BEGINNING.

1. BEARINGS AND DISTANCES TO POINT OF BEGINNING
 2. PERMANENT MARK NUMBERS - 36-00-101-002
 3. LATITUDE: N 35°33'47.67" (NUDD) LONGITUDE: W 108°34'09.47" (NABBS)
 4. THE LOCATION OF UNDERGROUND UTILITIES WAS DETERMINED BY FIELD OBSERVATION AND VISUAL RECORDS ONLY.
 5. THIS SURVEY WAS COMPLETED ON 10/27/04.
 6. THIS SURVEY WAS PREPARED FOR THE INSTALLATION OF WIRELESS COMMUNICATION EQUIPMENT ONLY.
 7. THIS SURVEY WAS PREPARED BY THE A.D. OF A TITLE COMMITTEE PREPARED BY CHICAGO TITLE INSURANCE COMPANY ORDER NUMBER 1271 (BOOKING DATED JULY 13, 2004).
 8. 1/4" FROM PAGES ARE SET AT ALL LEASE AREA CORNERS.

POINT OF COMMENCEMENT
 THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 8-13-4

POINT OF BEGINNING
 PROPOSED LEASE AREA

PROPOSED X 100' AREA
 N 00°05'53.47" E 100.00'
 S 89°23'13" E 100.00'
 S 89°23'13" W 383.74'
 S 89°23'13" W 100.00'
 N 73°30'31" W 73.50'

UTILITY POLE
 S 89°43'54" W 5.00'
 S 89°23'13" E 20.00'

UTILITY EASEMENT
 S 89°23'13" E 20.00'

HYDRANT
 S 89°23'13" E 20.00'

PROPOSED UTILITY EASEMENT
 S 89°23'13" E 20.00'

PROPOSED ACCESS AND UTILITY EASEMENT
 S 89°23'13" E 20.00'

PROPOSED UTILITY EASEMENT
 S 89°23'13" E 20.00'

PROPOSED UTILITY EASEMENT
 S 89°23'13" E 20.00'