

# UNOFFICIAL COPY



Doc#: 0708260080 Fee: \$36.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/23/2007 11:40 AM Pg: 1 of 7

**Prepared by and return to:**

Timothy J. Criver, Esq.  
Global Tower Partners  
1801 Clint Moore Road, Suite 215  
Boca Raton, FL 33487

GTP Site ID: IL-5013  
GTP Site Name: Winnetka Church

P-10818621

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is entered into as of September 30<sup>th</sup>, 2005, by and among Global Tower, LLC, a Delaware limited liability company ("Seller") and GTP Acquisition Partners II, LLC, a Delaware limited liability company ("Purchaser") and wholly owned subsidiary of Seller.

WITNESSETH

WHEREAS, the Contribution Agreement dated as of September 1, 2005 (the "Contribution Agreement", with capitalized terms used herein without definition having the meanings set forth therein), by and between Purchaser and Seller provides for the purchase by Purchaser from Seller of the Tower Assets; and

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

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Contribution 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.

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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 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. Contribution Agreement Controls. Nothing in this Assignment shall be deemed to expand or diminish the scope of the rights of any party to the Contribution Agreement that are contained in the Contribution Agreement. If there is conflict or an apparent conflict between the provisions of this Assignment and the provisions of the Contribution Agreement, the provisions of the Contribution Agreement shall control.

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. 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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**Purchaser:**

GTP ACQUISITION PARTNERS II, LLC  
A Delaware limited liability company

By: *MC*  
Marc C. Ganzi, Chief Executive Officer

STATE OF Florida

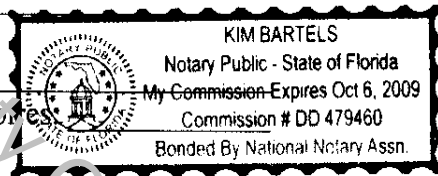
COUNTY OF Palm Beach

I, Kim Bartels, a Notary Public of Palm Beach 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, 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 30 day of September, 2005.

Kim Bartels  
Notary Public

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



[NOTARY SEAL]

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*[Signature page to Assignment and Assumption of Lease]*

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

**Seller:**

GLOBAL TOWER, LLC  
A Delaware limited liability company

By: *MC*  
Name: Marc C. Ganzi  
Title: Chief Executive Officer

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, Kim Bartels, a Notary Public of Palm Beach 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 GLOBAL TOWER, LLC, and that, as Chief Executive Officer, being authorized to do so, executed the foregoing instrument on behalf of said limited liability company.

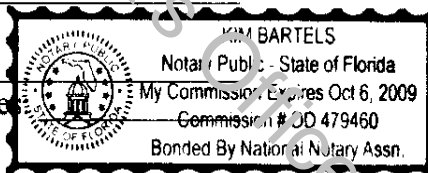
Witness my hand and official stamp or seal this 30 day of September, 2005.

*Kim Bartels*

Notary Public

Print Name: \_\_\_\_\_

My Commission Expires \_\_\_\_\_



[NOTARY SEAL]

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## EXHIBIT I

### DESCRIPTION OF PREMISES

The Premises is approximately 400 square feet of the upstairs choir loft storage room, main steeple and right of access thereto as more specifically described in the Option and Lease Agreement dated July 3, 2003 at the following described property:

That part of the West 14 acres of the North 64 acres of the West 1/2 of the Southwest 1/4 of Section 29, Township 42 North, Range 13 East of the Third Principal Meridian lying North of Avoca Road, in Cook County, Illinois

And otherwise known as 1200 Hibbard Road, Wilmette, Illinois

PIN # 05-29-300-001-0000

IL-5013  
COOK

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FROM : TRANSCEND

FAX NO. : 5383254971

Jan. 30 2004 11:25AM P7

**EXHIBIT A**  
**Lease (Winnetka Site)**

Option and Lease Agreement dated July 3, 2003 between Evangelical Covenant Church of Winnetka, as landlord, and Transcend Services Partners (as predecessor-in-interest to JFA Holdings, LLC), as tenant.

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Non-Disturbance Agreement

IL-5013

EXHIBIT A

That Part of the West 14 Acres of the North 64 Acres of the West ½ of the Southwest ¼ of Section 29, Township 42 North, Range 13, East of the Third Principal Meridian, Lying North of Avoca Road, in Cook County, Illinois

Real Estate Index Number of: 05-29-300-001-0000

Real Estate Address of: 1200 Hibbard Road, Wilmette, Illinois 60091

Property of Cook County Clerk's Office