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Doc#: 0731309060 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/09/2007 09:12 AM Pg: 1 of 7

Prepared by and when recorded, return to:

Global Tower, LLC
1801 Clint Moore Road, Suite 110
Boca Raton, FL 33487
Attention: Legal Department

AFTER RECORDING, PLEASE RETURN TO:

LandAmerica Comm'l Lender & Search Svcs
5800 Cox Road
Glen Allen, VA 23060
Attn: LR

11020431

AT&T Site ID: 10095247
GTP Site ID: IL-5182
GTP Site Name: 11241 Melrose

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

*Original lease unrecorded

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is entered into as of September 11, 2007, by and among TOWER ASSETS NEWCO II, LLC, a Delaware limited liability company ("Assignor") and GLOBAL TOWER ASSETS, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH

WHEREAS, the Purchase Agreement dated as of May 4, 2007 (the "Purchase Agreement"), with capitalized terms used herein without definition having the meanings set forth therein), by and between GLOBAL TOWER, LLC and AT&T Mobility LLC provides for the contribution by the Contributing Entities of the Tower Assets to Assignor in connection with the Closing; and

WHEREAS, on the Closing Date, Assignor will assign all of its interest in the real property lease described on Exhibit A (the "Lease") to Assignee in accordance with the Purchase Agreement.

Pen# 12-19-400-031-0000

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M.P.

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

1. Assignment of Lease. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Lease, being the same premises leased to Assignor on an "AS IS" basis without any representations or warranties. Together with, but if and only to the extent Assignor has any such rights: (a) such rights of way and easement on, over, under, across and through the adjoining lands of landlord or of record, extending from Premises to the nearest convenient public road and of standard vehicular width as shall be necessary for ingress and egress to and from Premises; and (b) such other rights of way and/or easements, if applicable to run guy wires to such points on landlord's land to properly support towers and install anchors to secure said guy wires.
2. Acceptance and Assumption of Lease. Assignee hereby accepts the assignment of the Lease and expressly assumes and covenants in favor of Assignor and the Lessor under the Lease (the "Lessor") 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 Lease.
3. Lessor as Third Party Beneficiary. Assignor and Assignee acknowledge that Lessor 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. 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. Subject to Section 10.9 of the Purchase Agreement, this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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7. 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.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to choice of law principles.

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]

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GTP Site Name: 11241 Melrose

[Assignor 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.

Assignor:

TOWER ASSETS NEWCO II, LLC
a Delaware limited liability company

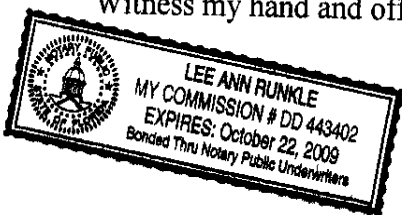
By: *[Signature]*
Name: Marc C. Ganzi
Title: Chief Executive Officer

STATE OF: FLORIDA

COUNTY OF: PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of September, 2007 by Marc C. Ganzi, as Chief Executive Officer of TOWER ASSETS NEWCO II, LLC on behalf of the company, in its capacity as manager of Assignor. He personally appeared before me, is personally known to me and produced a Florida Driver's License as identification.

Witness my hand and official stamp or seal this 11th day of September, 2007.



[Signature]
Notary Public
Print Name: Lee Ann Runkle
My Commission Expires: 10-22-09

[NOTARY SEAL]

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[Assignee Signature page to Assignment and Assumption of Ground Lease]

Assignee:

GLOBAL TOWER ASSETS, LLC
a Delaware limited liability company

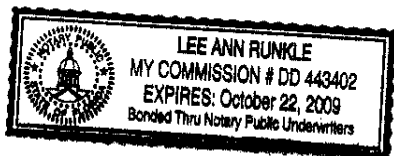
By: *M.C.G.*
Name: Marc C. Ganzi
Title: Chief Executive Officer

STATE OF: FLORIDA

COUNTY OF: PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of September, 2007, by Marc C. Ganzi, as Chief Executive Officer of GLOBAL TOWER ASSETS, LLC, on behalf of the company, in its capacity as manager of Assignee. He personally appeared before me, is personally known to me and produced a Florida Driver's License as identification.

Witness my hand and official stamp or seal this 11th day of September, 2007.



Lee Ann Runkle

Notary Public
Print Name: Lee Ann Runkle
My Commission Expires: 10-22-09

[NOTARY SEAL]

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EXHIBIT A

AT&T Site ID:	10095247
GTP Site ID:	IL-5182
GTP Site Name:	11241 Melrose
Landlord Name:	First Industrial, L.P.
Original Tenant Name:	First Industrial, L.P.
Current Tenant:	First Industrial, L.P.
Lease Exe Date:	04/22/1996
Recording information for Lease:	N/A
Ground Lease Description:	See Exhibit A-1

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UNOFFICIAL COPY**IL-5182 – 11241 MELROSE****TOWER AREA DESCRIPTION:**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER WHICH IS 416.28 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE N00°E, 160.25' TO THE POINT OF BEGINNING; THENCE S90°W, 15'; THENCE N00°E, 40'; THENCE N90°E, 15'; THENCE S00°W, 40' TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, AND CONTAINING 600 SQUARE FEET, MORE OR LESS.

NON-EXCLUSIVE ACCESS & UTILITY EASEMENT DESCRIPTION:

A 12' WIDE EASEMENT 6' ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE IN THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER WHICH IS 416.28 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE N00°E, 230'; THENCE S90°W, 8' TO THE POINT OF BEGINNING; THENCE S00°W, 29.75' TO THE POINT OF TERMINUS, IN COOK COUNTY, ILLINOIS, AND CONTAINING 375 SQUARE FEET, MORE OR LESS.

Cook County Clerk's Office