

Prepared by:

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

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

PIN 17-112-214-002-0000

ASSIGNMENT AND ASSUMPTION OF MASTER

ROOFTOP LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF MASTER ROOFTOP LEASE AGREEMENT (this "Assignment") is entered into as of January 1st, 2013 ("Transfer Date"), notwithstanding the date on which it is executed, by and among GTP TOWERS V, LLC, a Delaware limited liability company, ("Assignor")* and GTP STRUCTURES II, LLC, a Delaware limited liability company ("Assignee")*.

WITNESSETH

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

WHEREAS, Assignee wishes to accept the assignment of rights and obligations under the Lease; and

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

Assignment And Assumption of Rooftop Ground Lease
recorded June 3, 2013 DOC # 1315444064

*Assignor and *Assignee are affiliates.

RECEIVED JAN 16 2014

15748855
Site Name: 200 South Wacker
Site ID: IL-0086

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

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 Landlord under the Lease (the "Landlord") 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. Landlord as Third Party Beneficiary. Assignor and Assignee acknowledge that Landlord 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 pages follow]

UNOFFICIAL COPY

[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:

GTP TOWERS V, 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 Dec. 30, 2013, by Shawn Ruben, Secretary of GTP TOWERS V, 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: Milagros D. Shearer

My Commission Expires:

Commission # _____



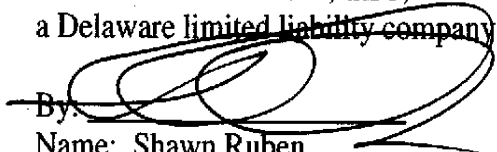
UNOFFICIAL COPY

[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 II, LLC,
a Delaware limited liability company

By: 
Name: Shawn Ruben
Title: Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

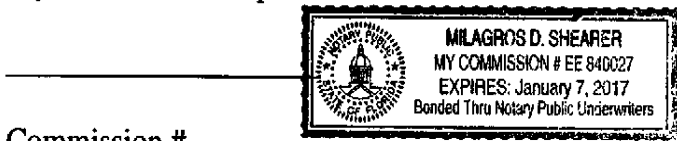
The foregoing instrument was acknowledged before me this Dec. 30, 2013, by Shawn Ruben, Secretary of GTP STRUCTURES II, LLC, a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me or has produced _____ as identification.



Notary Public

Printed Name: Milagros D. Shearer

My Commission Expires:



Commission # _____

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EXHIBIT A

Lease

Type of Instrument: Master Rooftop Lease Agreement

Landlord Name: Behringer Harvard 200 South Wacker Drive, LLC

Tenant Name: Global Tower Assets, LLC

Date of Lease: December 21, 2007

Legal Description: See Attached Exhibit A-1

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EXHIBIT A-1 Legal Description

A portion of the property located at:

Site Address: 200 South Wacker Drive, Chicago, IL 60606

An interest in land, said interest being over a portion of the following described parent parcel:

That part of Lots 13 and 14 in Block 83 in resubdivision of Blocks 83, 92 and 140 in school section addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

Commencing at the North East corner of said Lot 13, thence South 90 degrees West along the North line of said Lot 13 (also being the South line of West Adams Street), 54.00 feet to the West line of South Wacker Drive, as dedicated, and the place of beginning of the herein described tract of land; thence South 0 degrees 13 minutes 30 seconds East along the West line of South Wacker Drive, 166.04 feet to the South line of said Lot 14 (also being the North line of West Quincy Street); thence North 89 degrees 57 minutes 40 seconds West along the South line of said Lot 14, 148.00 feet to a point; thence North 9 degrees 47 minutes 46 seconds West, 84.20 feet to a point on the North line of said Lot 14; thence North 10 degrees 27 minutes 59 seconds West, 84.36 feet to the North line of said Lot 13; thence North 90 degrees East along the North line of said Lot 13, 177.00 feet to the place of beginning, in Cook County, Illinois.

AND BEING the same property conveyed to 200 South Wacker Property LLC, a Delaware limited liability company from 200 South Wacker Drive, L.L.C., a Delaware limited liability company by Special Warranty Deed dated January 18, 2006 and recorded January 20, 2006 in Instrument No. 0602045033; AND FURTHER CONVEYED to 200 S. Wacker Property Owner, L.L.C., a Delaware limited liability company from 200 South Wacker Property LLC, a Delaware limited liability company by Special Warranty Deed dated June 02, 2011 and recorded June 13, 2011 in Instrument No. 1116418001.

Tax Parcel No. 17-16-214-002