Doc#. 1926049166 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds
Date: 09/17/2019 11:21 AM Pg: 1 of 5

Prepared by: Robert W. Moulon Locke Lord LLP 601 Poydras Street, Suite 2660 New Orleans, LA 70170

Record and Return To: TitleVest Agency, Inc. Brian Tormey 110 East 42nd Street, 10th Floor New York, NY 10017

Tel.: 212-757-5800 Site No.: W0372M Title No. See Exhibit A

ASSICNMENT

KNOW ALL MEN BY THESE PRESENTS,

THIS ASSIGNMENT (this "Assignment") is made and entered into to be effective as of APR 15, 2019, by MelTel II Valentine LLC, a Delaware limited liability company, f/k/a Valentine Capital, LLC, whose mailing address is 4 Greenwich Office Park, 1st Floor, Greenwich, Connecticut 06831 ("Assignor"), to A MelTel LLC, a Delaware in ited liability company, whose mailing address is 4 Greenwich Office Park, 1st Floor, Greenwich, Connecticut 06831 ("Assignee").

For Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, being the corrent owner and holder of all of the grantee's interest under the Wireless Communication Easement and Assignment Agreement, Purchase and Sale of Lease and Successor Lease Agreement, Lease Purchase and Easement Agreement and any other real property instrument described on Exhibit A attached hereto (singularly and collectively, as applicable, the "Assigned Instrument"), with full power and authority to execute and deliver this Assignment without joinder, further action or consent by any party, does by these presents hereby grant, bargain, convey, sell, assign, transfer, set over and deliver unto the said Assignee, its successors, transferees, and assigns forever, and Assignee does, by its acceptance hereof, assume and accept all of the rights, obligations title, interest of said Assignor under, in and to the Assigned Instrument, including without limitation, any and all lease or license agreements, sub-agreements, rights of ingress/egress, net profits agreements, lease purchase agreements, utilities placements or other rights related thereto or described therein, said Assigned Instrument pertaining to the real property described on Exhibit A attached hereto and made a part hereof. Assignor and Assignee declare that this Assignment is made and delivered by affiliates which are owned by the same parent entity and is therefore an intercompany transaction.

Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[INTENTIONALLY LEFT BLANK]

Property of Cook County Clark's Office

IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the date first set forth above.

WITNESSES:	ASSIGNOR:
Print Name: Maria Porter Print Name: Maria Porter	MelTel II Valentine LLC, a Delaware limited liability company, f/k/a Valentine Capital, LLC By:
L.	Address: 4 Greenwich Office Park, 1st Floor
0.0	City: Greenwich
	State: Connecticut
	Zip: 06831
0	Tel: (844) 635-6399
STATE OF NEW YORK)) ss. COUNTY OF NEW YORK)	
On April 1, 2019, before me, the unpersonally appeared Joshua Oboler, Authorized S limited liability company, f/k/a Valentine Capita on the basis of satisfactory evidence to be the ininstrument and acknowledged to me that he exec by his signature on the instrument the individual acted, executed the instrument.	ignatory of MelTel II Valentine LLC, a Delaware l, LLC, personally known to me or proved to me dividual whose name is subscribed to the within uted the same in his authorized capacity, and that
WITNESS my hand and official seal.	· C
Signature:Oan My Commission Expires: Commission Number:	COURTNEY DANIEL Notary Public - State of New York No. 01DA6329143 Qualified in New York County My Commission Expires August 17, 201

IN WITNESS WHEREOF, Assignee has executed this Assignment to be effective as of the date first set forth above.

WITNESSES:	ASSIGNEE:
Print Name: Angelica Mazzone	A MelTel LLC, a Delaware limited liability company
Print Name: Maria Porter	By: Oboler Name: Joshua Oboler Title: Authorized Signatory
	Address: 4 Greenwich Office Park, 1st Floor City: Greenwich
	State: Connecticut
94	Zip: 06831
()	Tel: (844) 635-6399
STATE OF NEW YORK)) ss. COUNTY OF NEW YORK)	Olhy Ci
On April A, 2019, before me, the undersigned, a Notary Public in and for said state personally appeared Joshua Oboler, Authorized Signatory of A MelTei LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.	
WITNESS my hand and official seal.	Q
Signature: Oautile My Commission Expires: Commission Number:	COURTNEY DANIEL Notary Public - State of New York No. 01DA6329143 Qualified in New York County My Commission Expires August 17, 20[6]

EXHIBIT A

Assigned Instrument

(Description of Purchase and Sale of Lease and Successor Lease)

That certain Purchase and Sale of Lease and Successor Lease dated July 17, 2013, between TOWER FQUITY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY whose address is 4900 N Scottsdale Rd. Ste. 3000, Scottsdale, AZ 85251, and Valentine Capital, LLC, whose address is 11.900 W. Olympic Blvd., Ste. 400, Los Angeles, CA 90064, for the property located at 3315 Mannheim Rd. aka 3331 North Mannheim, Franklin, IL 82513, for which a memorandum is recorded on February 5, 2014, Doc. No. 1403634043, in the County Recorder's Office of Cook, State of Illinois, as assigned to Assignor by mesne assignments.

Together with the following lease demising the below described real property:

(Description of Existing Lease)

That certain Site Agreement No. 276 (the "Origin L' Lease"), dated as of May 5, 1997, originally by and between Sherwin Tarnoff and Ann M. Tarnoff and Southwestern Bell Mobile Systems, Inc. d/b/a Cellular One – Chicago. Evidence of the Original Lease is recorded in the Cook County Recorder pursuant to that certain Memorandum of Site Agreement – No. 276, dated as of May 6, 1997 originally by and between Sherwin Tarnoff and M. Tarnoff and Southwestern Bell Mobile Systems, Inc. d/b/a Cellular One – Chicago and recorded on August 25, 1999 in Instrument Number 99812876. Additionally, Landlord and Te and are parties to The First Amendment to Lease Agreement, dated June 21, 2013 (the "First amendment Effective Date") a memorandum of which is being recorded on or about the First Amendment Effective Date in the Cook County Recorder.

(Legal Description)

That part of Lots 27, 28 and 29 lying Easterly of a line described as follows: Beginning at a point 10.6 ter. Fast of the Southwest corner of said Lot 29; thence Northerly along a straight line to a point on the North line of said Lot 27, said point being 15.3 feet East of the Northwest corner of said Lot 27, in Block 58 in Third Addition to Franklin Park, a subdivision in the Southwest 1/4 of Section 21, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Tax Parcel Nos. 12-21-314-021-0000, 12-21-314-022-0000, 12-21-314-023-0000

Site No: W0372M Prior Site No: 300055