

**Prepared by:**

6/11  
Legal Department - *Millie Shearer*  
GTP Structures I, 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 23226  
Attn: \_\_\_\_\_

11672158  
06/26/2013 03:29 PM \$21.00  
Book - 10153 Pg - 5394-5399  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FIDELITY NATL FINCL  
7130 GLEN FOREST DR  
STE 300  
RICHMOND VA 23226  
BY: KSR, DEPUTY - MA 6 P.

**ASSIGNMENT AND ASSUMPTION OF MASTER ROOFTOP LEASE AGREEMENT**

*Lease recorded 1/10/13 Bk 10096 Pg 7241-7257*

THIS ASSIGNMENT AND ASSUMPTION OF MASTER ROOFTOP LEASE AGREEMENT (this "Assignment") is entered into as of April 24, 2013 ("Transfer Date"), notwithstanding the date on which it is executed, by and among GTP STRUCTURES I, LLC, a Delaware limited liability company, ("Assignor")\* and GTP ACQUISITION PARTNERS III, 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.

RECEIVED MAY 17 2013

**\*Assignor and \*Assignee are affiliates.**

*15748277*  
Site Name: Sandy-South 700 East  
Site ID: UT-0024

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]*

[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 STRUCTURES I, LLC,  
a Delaware limited liability company

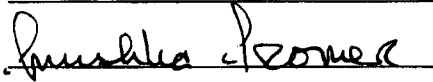
By: 

Name: Shawn Ruben  
Title: Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th of April, 2013, by Shawn Ruben, Secretary of GTP STRUCTURES I, LLC, a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.



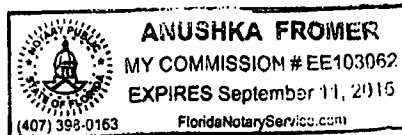
Notary Public

Printed Name: Anushka Fromer

My Commission Expires:

\_\_\_\_\_

Commission # \_\_\_\_\_



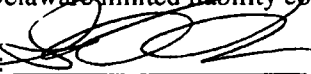
Site Name: Sandy-South 700 East  
Site ID: UT-0024

[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 ACQUISITION PARTNERS III, LLC,  
a Delaware limited liability company

By: 

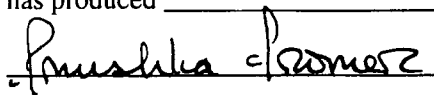
Name: Shawn Ruben

Title: Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th of April, 2013, by Shawn Ruben, Secretary of GTP ACQUISITION PARTNERS III, 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

Anushka Fromer

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

Commission # \_\_\_\_\_



Site Name: Sandy-South 700 East  
Site ID: UT-0024

**EXHIBIT A**  
**Lease**

**Type of Instrument:** Master Rooftop Lease Agreement  
**Landlord Name:** Extra Space Properties Fifty Three LLC  
**Tenant Name:** Global Tower Assets, LLC  
**Date of Lease:** July 9, 2010  
**Legal Description:** See Attached Exhibit A-1

Site Name: Sandy-South 700 East  
Site ID: UT-0024

EXHIBIT A-1  
Legal Description

A portion of the property located at:

Site Address: 8308 S 700 E, Sandy, UT 84070

PARCEL NO. 1:

BEGINNING 614.5 feet South  $0^{\circ}01'25''$  East (Record = South) and 53.0 feet South  $89^{\circ}58'35''$  West (Record = West) from the East Quarter Corner of Section 31, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence South  $89^{\circ}58'35''$  West (Record = West) 753.85 feet; thence South  $0^{\circ}01'25''$  East (Record = South) 47.12 feet; thence South  $89^{\circ}58'35''$  West (Record = West) 18.18 feet; thence South  $0^{\circ}01'25''$  East (Record = South) 113.38 feet, thence North  $89^{\circ}58'35''$  East (Record = East) 772.03 feet, thence North  $0^{\circ}01'25''$  West (Record = North) 160.5 feet to the point of BEGINNING.

PARCEL NO. 2:

BEGINNING 56 rods South  $0^{\circ}01'25''$  East (Record = South) and 50 rods South  $89^{\circ}58'35''$  West (Record = West) from the Northeast corner of the Southeast Quarter of Section 31, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence North  $0^{\circ}01'25''$  West (Record = North) 149.0 feet, thence North  $89^{\circ}58'35''$  East (Record = East) 400.5 feet, thence South  $0^{\circ}01'25''$  East (Record = South) 149.0 feet, thence South  $89^{\circ}58'35''$  West (Record = West) 400.5 feet to the point of BEGINNING.

Site Name: Sandy-South 700 East  
Site ID: UT-0024