

2014-009505

Klamath County, Oregon

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AFTER RECORDATION, PLEASE RETURN TO:

ATTN: Christian A. Farmakis
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 7th Floor
Pittsburgh, Pennsylvania 15222
(412) 394-5400

**ASSIGNMENT AND ASSUMPTION OF
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND
PARTIAL RELEASE OF ASSIGNMENT OF LEASES AND RENTS**

[KBQ, LLC– AT&T and Verizon]

THIS ASSIGNMENT AND ASSUMPTION OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND PARTIAL RELEASE OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is dated September 4, 2014, but made effective September 9, 2014 (the "Closing Date"), by and between **CF BLACK DOT LLC**, a Delaware limited liability company, with its principal place of business located at 27271 Los Ramblas, Suite 300, Mission Viejo, California 92691 ("Assignor"), and **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Assignee"). Assignor and Assignee may hereafter be referred to as a "Party" and, collectively, as the "Parties".

RECITALS:

WHEREAS, Assignor, Washington Federal, a federal savings association, successor by merger to South Valley Bank & Trust ("Lender"), and KBQ, LLC, an Oregon limited liability company ("Site Owner"), entered into that certain Subordination, Non-Disturbance and Attornment Agreement and Partial Release of Assignment of Leases and Rents dated February 28, 2013 (the "NDA"), with respect to those certain Lease Purchase and Easement Agreements each dated March 26, 2013 (for the AT&T and Verizon customer agreements), by and between Assignor and Site Owner, that certain Deed of Trust dated September 28, 2011, by and between Site Owner and Lender, and recorded in the official real estate records of Klamath County, Oregon, on October 11, 2011, at Instrument Number 2011-011292, as amended by that

Site Name: KBQ, LLC - 1

KBQ, LLC - 2

BUN: 819768

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Modification of Deed Trust dated June 28, 2012, and recorded in the official real estate records of Klamath County, Oregon, on July 11, 2012, at Instrument Number 2012-007596, and by that certain Assignment of Rents dated September 28, 2011, and recorded in the official real estate records of Klamath County, Oregon, on October 11, 2011, at Instrument Number 2011-011293

WHEREAS, Assignor recorded (i) a Memorandum of Lease Purchase and Easement Agreement in the official real estate records of Klamath County, Oregon, on March 26, 2013, at Instrument Number 2013-003220; and (ii) a Memorandum of Lease Purchase and Easement Agreement in the official real estate records of Klamath County, Oregon, on March 26, 2013, at Instrument Number 2013-003221.

WHEREAS, Assignor recorded the NDA in the official real estate records of Klamath County, Oregon, on March 26, 2013, at Instrument Number 2013-003222.

WHEREAS, on the Closing Date, Assignor and Assignee entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") whereby, among other matters, Assignor agreed to assign its interest in the NDA to Assignee, and Assignee agreed to assume certain of Assignor's rights and obligations under the NDA, as more specifically set forth herein and in the Asset Purchase Agreement. This Assignment is being delivered pursuant to the Asset Purchase Agreement.

WHEREAS, Assignor desires to assign the NDA to Assignee, and Assignee desires to assume certain rights and obligations under the NDA.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, each to the other in hand paid, and the promises and covenants hereinafter set forth, the Parties agree as follows, intending to be legally bound hereby:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are expressly incorporated herein by this reference. Any capitalized terms not defined herein shall have those meanings as set forth in the Asset Purchase Agreement.

2. Assignment of NDA. Subject to Section 3 below, Assignor hereby grants, conveys, sells, assigns, transfers, and delivers to Assignee all of its rights, title, interest, duties and obligations under the NDA (free and clear of all Encumbrances, except Permitted Encumbrances).

3. Assumption of Assumed Liabilities. Assignee hereby accepts the assignment of the NDA as herein set forth, and assumes, and otherwise agrees to pay, satisfy, and discharge all Liabilities of Assignor under the NDA, but only to the extent such Liabilities are expressly identified as Assumed Liabilities in Section 4.1 of the Asset Purchase Agreement. Notwithstanding the assumption of the Assumed Liabilities with respect to the NDA as set forth

above, nothing herein shall be deemed or construed to relieve Assignor, or to be an assumption by Assignee, of any Retained Liability or of any Liability arising from any event, condition, occurrence or other matter which is the subject of a Default by Assignor of a representation, warranty, or covenant contained in the Asset Purchase Agreement, irrespective of whether such Liability arises or matures on, before, or after the Closing Date.

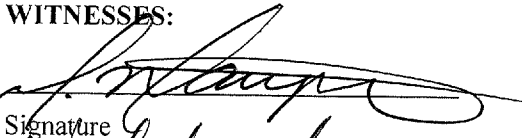
4. Execution and Counterparts. To facilitate execution, the Parties agree that this Assignment may be executed and telecopied or emailed to the other Party and that the executed telecopy or emailed document shall be binding and enforceable as an original; provided, however, that at least one original signature of Assignor shall be provided to Assignee for recordation purposes. This Assignment may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts.

5. Further Assurances; Recordation. The Parties hereby covenant and agree to execute and have executed all such further assignments, instruments of transfer, and agreements, and to take (or cause to be taken) all such further actions, as may reasonably be necessary or appropriate in order to accomplish more fully and effectively the assignment and assumption of the NDA contemplated hereby. The Parties acknowledge that this Assignment will be recorded, and each Party shall cooperate with each other and take all commercially reasonable steps to ensure that it is properly recorded.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Closing Date.

WITNESSES:



Signature

Nathalie Dampre

Print Name

Nicole Dougall

Signature

Nicole Dougall

Print Name

ASSIGNOR:

CF BLACK DOT LLC,
a Delaware limited liability company

By: 

Name: JASON MEYER

Title: AUTHORIZED SIGNATORY

ACKNOWLEDGMENT

STATE OF NEW YORK :
COUNTY OF NEW YORK : SS:
:

I, Fran Viserto, a Notary Public within and for the State of New York, duly commissioned and acting, do hereby certify that on this 4th day of September, 2014, personally appeared before me JASON MEYER of CF Black Dot LLC, to me personally known to be the person who signed the foregoing Assignment, and who, being by me duly sworn and being informed of the contents of said instrument, stated and acknowledged under oath that he/she is the Authorized Signatory the said entity and, as such, is a duly certified individual who may enter into agreements on behalf of that entity. Moreover, he/she has acknowledged that the entity has executed the same as its voluntary act and deed and was voluntarily executed by himself/herself, on behalf of said entity, for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year above written.

Frances A Viserto
Notary Public

My Commission Expires:

FRANCES A. VISERTO
Notary Public, State of New York
No. 01VI6084631
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires December 9, 2014

[SIGNATURE PAGE TO ASSIGNMENT OF NDA]

Site Name: KBQ, LLC - 1

KBQ, LLC - 2

BUN: 819768

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WITNESSES:

Aiane R Craig
Signature

Diane R Craig
Print Name

Michelle D Zatorsky
Signature
MICHELLE D ZATORSKY
Print Name

ASSIGNEE:

GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company

By: Keith Monahan

Name: Keith Monahan

Title: Director – Tower Acquisitions

ACKNOWLEDGMENT

STATE OF FLORIDA

:
: SS:

COUNTY OF SARASOTA

:

I, Mary Lou DiMaggio, a Notary Public within and for the State of Florida, duly commissioned and acting, do hereby certify that on this 8th day of September, 2014, personally appeared before me Keith Monahan of Global Signal Acquisitions IV LLC, to me personally known to be the person who signed the foregoing Assignment, and who, being by me duly sworn and being informed of the contents of said instrument, stated and acknowledged under oath that he is the Director – Tower Acquisitions of the said entity and, as such, is a duly certified individual who may enter into agreements on behalf of that entity. Moreover, he has acknowledged that the entity has executed the same as its voluntary act and deed and was voluntarily executed by himself, on behalf of said entity, for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year above written.

Mary Lou DiMaggio
Notary Public



MARY LOU DIMAGGIO
MY COMMISSION # EE 113898
EXPIRES: July 30, 2015
Bonded Thru Budget Notary Services

[SIGNATURE PAGE TO ASSIGNMENT OF NDA]

Site Name: KBQ, LLC - 1

KBQ, LLC - 2

BUN: 819768

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