STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MICHAEL B. BROWN RECORDER ASSIGNMENT OF LEASES

This Assignment Agreement (this "Assignment Agreement") between COLUMBIA DEVELOPMENT COMPANY, LLC, an Indiana limited liability company (the "Assignor"), and GRIFFITH REDEVELOPMENT COMMISSION (the "Assignee"), is dated as of December 28, 2012. The parties hereto agree as follows:

PRELIMINARY STATEMENT. The Assignor and the Assignee are parties to that certain Purchase Agreement, dated as of November 30, 2012 (the "Purchase Agreement"), pursuant to which the Assignor has agreed to assign all of its right, title and interest in and to those certain leases, all as more fully described on Exhibit "A" hereto and made a part hereof (herein collectively called the "Leases"). Capitalized terms used herein and not otherwise defined herein shall have the meanings attributed to them in the Purchase Agreement.

- 1. <u>ASSIGNMENT AND ASSUMPTION</u>. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor all of the Assignor's right, title, and interest in and to the Assignor's rights and obligations under each of the Leases.
- 2. <u>EFFECTIVE DATE.</u> The effective date of this Assignment Agreement (the "Effective Date") shall be as of the date hereof.
- 3. PAYMENT OBLIGATIONS. On and after the Effective Date, the Assignee shall be entitled to receive from the lessees or tenants with respect to each of the Leases all amounts payable by such lessees or tenants under and pursuant to the Leases. In the event that either party hereto receives any payment to which the other party hereto is entitled under this Assignment Agreement, then the party receiving such amount shall promptly remit it to the other party hereto.
- 4. REPRESENTATIONS OF THE ASSIGNOR; LIMITATIONS ON THE ASSIGNOR'S LIABILITY. The Assignor represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder, (ii) such interest is free and clear of any adverse claim created by the Assignor, and (iii) the execution and delivery of this Assignment Agreement by the Assignor is duly authorized.
- 5. GOVERNING LAW. This Assignment Agreement shall be governed by the internal law, and not the law of conflicts, of the State of Indiana.
- 6. <u>NOTICES</u>. Notices shall be given under this Assignment Agreement in the manner set forth in the Purchase Agreement.

16.00

7. <u>COUNTERPARTS</u>; <u>DELIVERY BY FACSIMILE</u>. This Assignment Agreement may be executed in counterparts. Transmission by facsimile or other electronic transmission of an executed counterpart of this Assignment Agreement shall be deemed to constitute due and sufficient delivery of such counterpart and such facsimile or electronic transmission shall be deemed to be an original counterpart of this Assignment Agreement.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this Assignment Agreement as of the date first above written.

ASSIGNOR:

COLUMBIA DEVELOPMENT COMPANY, LLC

Name: Daniel W. Moser Title: Vice President



EXHIBIT "A"

LEASES

- 1. Site Agreement No. 233, dated November 28, 1994, between Sleepy Hollow Golf Corporation and Gary Cellular Telephone Company, recorded on or about June 23, 1995 as Document No. 95035525, and re-recorded on or about June 26, 1995, as Document No. 95041932, in the Office of the Recorder of Lake County, Indiana; Sublease, dated December 14, 2000, between SBC Tower Holdings, LLC, as successor in interest to Gary Cellular Tower Holdings, LLC (successor in interest to Gary Cellular Telephone Company), and Southern Towers, Inc., as described in that certain Memorandum of Sublease and Option to Purchase Option, dated July 13, 2001, recorded on or about December 1, 2003, as document No. 2003-126117 in the Officer of the recorder of Lake County, Indiana; and Assignment and Assumption of Lease or Other Agreement, dated February 28, 2007, between Southern Towers, LLC, f/k/a Southern Towers, Inc., and American Tower Asset Sub II, LLC, recorded on or about March 25, 2008 as Document No. 2008-021212 in the Office of the Recorder of Lake County, Indiana.
- 2. Commercial Lease Agreement, dated June 1, 2012, between Columbia Development Company, LLC, as Landlord, and Richard Dillon, as Tenant.

