



W2877621

E# 2877621 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
07-Sep-17 03:23 PM FEE \$20.00 DEP TN
REC FOR: FIDELITY NATIONAL TITLE INSURANCE
ELECTRONICALLY RECORDED

SECOND ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

PIN: 010750020

STATE OF: UTAH
COUNTY OF: WEBER

Document Date: July 28, 2017

ASSIGNOR: LANDMARK INFRASTRUCTURE
HOLDING COMPANY LLC
Address: P.O. Box 3429
El Segundo, CA 90245

ASSIGNEE: LANDMARK INFRASTRUCTURE
OPERATING COMPANY LLC
Address: P.O. Box 3429
El Segundo, CA 90245

Legal Description: Attached as Exhibit A.

Prepared by:
Landmark Dividend LLC
P.O. Box 3429
El Segundo, CA 90245

Return after recording to:
Fidelity National Title Group
7130 Glen Forest Dr Suite 300
Richmond, VA 23226-3754
25 146 566

SECOND ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS SECOND ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this "Assignment"), effective on July 28, 2017, is executed by Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, ("Assignor") and Landmark Infrastructure Operating Company LLC, a Delaware limited liability company, ("Assignee").

WHEREAS, Ben Lomond Suites Owners Association, a Utah nonprofit corporation, ("Owner") leased a certain portion of property located at 2510 Washington Blvd., Ogden UT 84401; as more particularly described in Exhibit "A" attached hereto (the "Property") to New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Tenant") pursuant to a certain lease dated Nov 01, 1987 and more particularly described in Exhibit "B" attached hereto (the "Lease"); and

WHEREAS, Owner and Assignor are parties to that Assignment and Assumption of Lease Agreement dated June 27, 2017, as recorded on 6/28/2017 in the Official Records of Weber County as Instrument #2864954 Pg 1 of 5 whereby Owner assigned all of its right, title and interest as lessor under the Lease to Assignor; and

WHEREAS Assignor desires to assign all of Assignor's rights, title and interest in and to the Lease to Assignee; and

NOW THEREFORE, In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignor Assignment**. Assignor does hereby assign, transfer, and deliver to Assignee all of Assignor's right, title, and interest in and to the Lease, including, without limitation, the right to receive any and all rents thereunder accruing on and after the Effective Date.
2. **Assignee Assumption of Obligations of Performance**. Assignee warrants that it shall assume and faithfully perform and discharge any and all of obligations as lessor under the Lease and Assignor shall be relieved of all future obligations and liability thereunder, in each case, accruing on and after the Effective Date.
3. **Covenants of Cooperation**. Assignor and Assignee warrant that it will take such further actions and execute such further instruments, if any, as may be reasonably required to perfect Assignee's assignment and assumption of the Lease.
4. **Governing Law**. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its conflict of laws rules.
5. **Counterparts; Facsimile Execution**. This Assignment may be executed in one or more counterparts (including by facsimile or by electronic copy or transmission), each of which will be the binding agreement of the executing party and which, when taken together, shall be deemed to be one and the same instrument.
6. **Successors and Assigns**. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
7. **Effective Date**. This Assignment shall be effective on the date first written above.

This Assignment is subject to the terms and conditions of that certain Asset Purchase Agreement dated July 28, 2017 between Assignor and Assignee.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:

**LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,
a Delaware limited liability company**

By: 

Name: Daniel R. Parsons
Title: Authorized Signatory

Date: 8-9-17

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

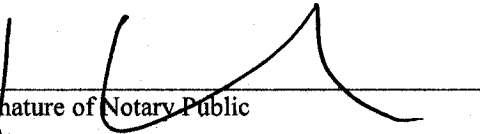
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

Kamilah Edwards

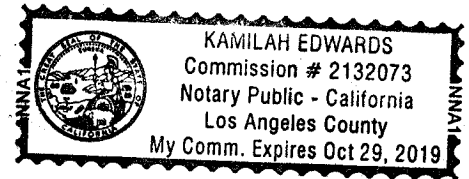
On 8-9-17, before me _____, a Notary Public, personally appeared Daniel R. Parsons, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.



Signature of Notary Public

[SEAL]



ASSIGNEE:

LANDMARK INFRASTRUCTURE OPERATING COMPANY LLC,
a Delaware limited liability company

By: 
Name: Josef Burek
Title: Authorized Signatory
Date: 8-9-17


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On 8-9-17, before me Kamilah Edwards, a Notary Public, personally appeared Daniel R. Parsons, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.



Signature of Notary Public

[SEAL]

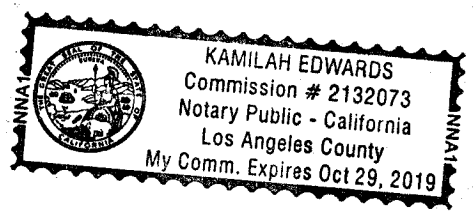


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

A portion of the Common Elements, being part of the rooftop, of Ben Lomond Suites Condominium Project, as established and defined by Declaration of Condominium recorded September 18, 1984 in Deed Book 1454, Page 71.

EXHIBIT "B"

LEASE DESCRIPTION

That certain Rooftop Lease Agreement dated Nov 01, 1987, as amended, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to Ben Lomond Suites Owners Association, a Utah nonprofit corporation, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Lessee"), for the property located at 2510 Washington Blvd., Ogden UT 84401.