

**PREPARED BY:**  
LANDMARK DIVIDEND LLC  
1700 E. Walnut Ave.  
Suite 400  
El Segundo, CA 90245  
Attn: Legal Dept.

**DOC# 223777**  
02/05/2013 08:18AM

**Official Record**

Requested By  
LAWYERS TITLE INSURANCE CORPORATI

Eureka County - NV

**Mike Rebaleati - Recorder**

Page: 1 of 5 Fee: \$43.00  
Recorded By FS RPTT: \$0.00  
Book- 0547 Page- 0159



0223777

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Melissa Cater  
Fidelity National Title Group  
7130 Glen Forest Drive #300  
Richmond, VA 23226

**ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASES AND RENTS AGREEMENT**

**THIS ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASES AND RENTS AGREEMENT** (this "Assignment"), dated June 25, 2012, is executed by LD Holdings LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 9 LLC, a Delaware limited liability Company, ("Assignee").

**WHEREAS** Assignor is the beneficiary of an <sup>if</sup> Easement dated March 20, 2012, over a portion of the Property for telecommunication purposes (the "Easement"); as more particularly described in Exhibit "A" attached hereto, and

\* Recorded 5/15/12 in Doc# 220451  
**WHEREAS** Assignor as successor-in-interest to New Nevada Lands, LLC, a Mississippi limited liability company, has leased a portion of the Easement area to Union Pacific Railroad ("Tenant") pursuant to that certain lease dated Jul 01, 1997, the ("Lease") and more particularly described in Exhibit "B" attached hereto, and

**WHEREAS** Assignor desires to assign all of Assignor's rights, title and interest in and to the Easement and 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 the Easement and Lease, including, without limitation, the right to receive any and all rents thereunder.
2. Assignee Assumption of Obligations of Performance. Assignee warrants that it shall assume and faithfully perform and discharge any and all of obligations as Grantee under the Easement and Lessor under the Lease and Assignor shall be relieved of all future obligations and liability thereunder.
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 Easement and Lease.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict of laws rules.

13860994

Assignment of Easement and Assignment of Leases and Rents Agreement v1

TC120689 - New Nevada Lands, LLC

RECEIVED JUL 03 2012

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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. The parties agree that this Agreement shall be effective on the date written above.

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

**ASSIGNOR:**

**LD HOLDINGS LLC, a Delaware limited liability company**

BY: LANDMARK DIVIDEND LLC, a  
Delaware limited liability company, its sole member

By: *Keith Drucker*  
Name: Keith Drucker  
Title: Authorized Signatory

Date: June 28, 2012

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

On June 28, 2012 before me, *Catherine Victoria Humenuk* Notary Public, personally appeared Keith Drucker, who proved to me on the basis of satisfactory evidence to be the person 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 person, or entity upon behalf of which the person, or the entity upon behalf of which the person 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.



*Catherine Victoria Humenuk*  
*Catherine Victoria Humenuk* (Print Name)  
Notary Public in and for the State of California  
Expiration: Nov 5, 2015



**ASSIGNEE:**

LD ACQUISITION COMPANY 9 LLC

BY: LANDMARK DIVIDEND GROWTH FUND LLC - D, its  
sole member

BY: Landmark Dividend Management LLC,  
its managing member

By: *Keith Drucker*  
Name: Keith Drucker  
Title: Authorized Signatory

Date: June 28, 2012

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

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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.

*Catherine Victoria Humenuk*  
Catherine Victoria Humenuk (Print Name)  
Notary Public in and for the State of California  
Expiration: Nov 5, 2015



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that property situated in Eureka County, NV, more particularly described as:

**Township 32 North, Range 51 East, M.D.M.**

**Section 17 100' X 100' parcel within Lot 3**

**Acres:**

**0.23**



**EXHIBIT "B"**

**LEASE DESCRIPTION**

That certain Lease Agreement dated Jul 01, 1997, by and between LD Holdings LLC, a Delaware limited liability company, successor in interest to New Nevada Lands, LLC, a Mississippi limited liability company, whose address is 1700 E. Walnut Ave Ste. 400, El Segundo, California, 90245 ("Lessor") and Union Pacific Railroad ("Lessee"), whose address is 1400 Douglas St Stop 640, Omaha, NE, 68179-1001.

