

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

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

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

DOC# 223778

02/05/2013

08:18AM

Official Record

Requested By
LAWYERS TITLE INSURANCE CORPORATI

Eureka County - NV

Mike Rebaletti - Recorder

Page: 1 of 5 Fee: \$43.00

Recorded By FS RPTT: \$0.00

Book- 0547 Page- 0164



0223778

APN: 04-290-08, 04-290-16, 04-360-01

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 ^{*}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 # 220449*

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 State of Nevada, State Communication Board ("Tenant") pursuant to that certain lease dated Nov 05, 1986, 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.

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Assignment of Easement and Assignment of Leases and Rents Agreement v1
TC120694 - New Nevada Lands, LLC

RECEIVED JUL 03 2012

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

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



EXHIBIT "A"

LEGAL DESCRIPTION

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

Township 33 North, Range 51 East, M.D.M.

Acres

Section 05 Access road over SE4

Township 33 North, Range 51 East, M.D.M.

Section 29 Tower on 100' X 100' parcel in SE4 NW4 (0.23 Ac); Access road over SE4 NW4, E2 SW4

0.23

Section 33 Access road over SW4

Acres leased in Eureka County:

Grantor acknowledges and agrees that Grantee may survey the Easement Area, at Grantee's expense, and provide Grantor with a copy of such survey for Grantor's review and approval, which approval shall not be unreasonably denied, delayed or conditioned. Upon receipt of Grantor's approval, Grantee shall amend, append, revise or replace this Exhibit B to include the approved survey of the Easement Area in Exhibit B.



EXHIBIT "B"

LEASE DESCRIPTION

That certain Lease Agreement dated Nov 05, 1986, 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 State of Nevada, State Communication Board ("Lessee"), whose address is 555 Wright Way , Carson City, NV, 89711-0001.

COPY

