

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

DOC# 223861

03/08/2013

08:16AM

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- 0548 Page- 0038



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RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

13860989 Sub ID # 04-290-08

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

THIS ASSIGNMENT OF ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASES AND RENTS AGREEMENT (this "Assignment"), effective on November 30, 2012, is executed by LD Acquisition Company 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 for telecommunication purposes dated March 20, 2012 (the "Easement"), over a portion of the Property located in Eureka County Nevada, as more particularly described in Exhibit "A" attached hereto, and

WHEREAS Assignor as successor-in-interest to New Nevada Lands, LLC, a Mississippi limited liability company and LD Holdings, LLC, a Delaware limited liability company, has leased a portion of the Easement area to AT&T Wireless (formerly Alltel) ("Tenant") pursuant to that certain lease dated Aug 31, 1992, 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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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.

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

ASSIGNOR:

LD ACQUISITION COMPANY LLC

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

BY: Landmark Dividend Management LLC,
its managing member

By: [Signature]
Name: Keith Drucker
Title: Authorized Signatory

Date: December 11, 2012

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

On DECEMBER 11, 2012 before me ROSALIE ODELL,
a Notary Public, personally appeared Keith Drucker, 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]

Notary Public in and for the State of California
Expiration: September 2, 2013



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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: December 19, 2012

STATE OF CALIFORNIA)

) ss.

COUNTY OF LOS ANGELES)

On December 19, 2012 before me ROSALIE ODELL,
a Notary Public, personally appeared Keith Drucker, 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.



Rosalie Odell

Notary Public in and for the State of California

Expiration: September 2, 2013



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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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

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

Section 29 All

Acres:

651.60

COPY



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EXHIBIT "B"

LEASE DESCRIPTION

That certain Lease Agreement dated Aug 31, 1992, 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 AT&T Wireless (formerly Alltel) ("Lessee"), whose address is PO BOX 2177, Little Rock, AR, 72203-2177 for the property located in Eureka County Nevada.



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