

ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT (this "Assignment"), effective on 3/4/2015 is executed by Landmark Infrastructure Holding Company LLC successor in interest to LD Holdings LLC due to name change, a Delaware limited liability company, ("Assignor") and Landmark Infrastructure Operating Company LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, New Nevada Lands, LLC, a Mississippi limited liability company ("Owner") leased a certain portion of property located at Eureka County, Various NV 89316; as more particularly described in Exhibit "A" attached hereto (the "Property") to Wells Rural Electric Company, a Nevada Corporation, ("Tenant") pursuant to a certain lease dated Sep 07, 1988 and more particularly described in Exhibit "B" attached hereto (the "Lease"); and

WHEREAS, Owner and Assignor are parties to that certain Easement and Assignment of Lease Agreement dated Mar 20, 2012, as recorded on May 15, 2012 in the Official Records of Eureka County as Doc #220450 whereby Owner granted a 50 year easement (the "Easement") to Assignor and 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 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 all of Assignor's right, title, and interest in and to 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 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.
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.



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

More particularly described as

EASEMENT AREA DESCRIPTION

Wells Rural Electric Company Communications Lease #182126 (TC120691)

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

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

Section 29 Tower on 100' X 100' parcel within NW4

Acres:

0.23

Acres leased in Eureka County:

0.23

Total Acres in Communications Lease #182126

0.23

Total Acres for Wells Rural Electric Company

0.23

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 License No. SPL-6804 dated Sep 07, 1988, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to New Nevada Lands, LLC, a Mississippi limited liability company, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and Wells Rural Electric Company, a Nevada Corporation, ("Lessee"), whose address is 450 Humboldt Avenue , Wells NV 89835, for the property located at Eureka County, Various NV 89316.

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