



LISA HOEHNE, RECORDER

PREPARED BY AND RETURN TO:
LANDMARK DIVIDEND LLC
P.O. BOX 3429
EL SEGUNDO, CA 90245
FO175830

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND
PARTIAL RELEASE OF ASSIGNMENT OF LEASES AND RENTS**

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT AND PARTIAL RELEASE OF ASSIGNMENT OF LEASES AND RENTS (this "Agreement"), dated this 31st day of October, 2017, by and between **RABO AGRIFINANCE, INC.**, a Delaware corporation ("Lender"), and **NEW NEVADA LANDS, LLC**, a Delaware limited liability company ("Lessor"), and **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, a Delaware limited liability company ("Landmark").

WITNESSETH:

WHEREAS, Lessor and certain tenant(s) are parties to a lease (the "Lease(s)") for a portion of the real property ("Leased Premises") as said real property is described in **Exhibit "A"** attached to this Agreement ("Real Property"); and

WHEREAS, Landmark and Lessor have entered into or propose to enter into a Lease Purchase Agreement (the "Purchase Agreement") which would, among other things, provide for the payment by Landmark of a lump sum to Lessor in exchange for an assignment by Lessor of all its right, title and interest in and to the Lease(s) more particularly described on **Exhibit "B"** hereto (the "Assigned Lease(s)") and a grant of an easement over the Leased Premises (the "Easement"); and

WHEREAS, Lender made or has agreed to make a loan to Lessor, secured by a Mortgage, Deed of Trust or other Security Agreement on the Real Property ("Mortgage"); and

WHEREAS, the parties hereto desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, Lender, Lessor and Landmark hereby agree as follows:

1. Non-Disturbance. So long as the Assigned Lease(s) and the Easement are not terminated, the use, possession or enjoyment of Leased Premises and/or the Easement by Landmark or its tenants, successors, assigns, mortgagees and secured creditors, including the collection of rents by Landmark, pursuant to the Assigned Lease(s), or from future leases or licenses of the Easement area ("Replacement Leases"), shall not be interfered with nor shall the Easement be affected in any other manner, in any exercise of any power of sale in the Mortgage, or by foreclosure or any action or proceeding instituted under or in connection with the Mortgage or other remedial proceeding (including any proceedings under the Bankruptcy Code, 11. U.S.C. §101 et seq.), except that the person or entity acquiring the interest of the Lessor under the Easement as a result of any such action or proceeding, and the successors and assigns thereof (hereinafter referred to as the "Purchaser") shall not be (a) liable for any act or omission of any prior site owner; or (b) subject to any offsets or defenses which Landmark under the Purchase

Agreement might have against the prior site owner. **Lender and Lessor specifically acknowledge that Landmark shall have the exclusive right to collect any and all rents due by tenant(s) under the Assigned Lease(s), or any Replacement Leases, and by execution of this instrument, any Assigned Leases, Replacement Leases, and the Easement are specifically released from (i) that certain Deed of Trust, Assignment of Rents and Security Agreement by Lessor to and for the benefit of Lender dated as of February 9, 2016, and recorded on February 23, 2016, at Doc No. 230959, Book 0588, Page 0305 of the Official Records of the Eureka County, NV registry, and (ii) any and all other security interests executed in connection with the aforesaid or otherwise securing the loan.**

2. Landmark Not To Be Joined In Foreclosure. So long as the Assigned Lease(s) and the Easement are not terminated, Lender will not join Landmark as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Assigned Lease(s) or the Easement.

3. Attornment. In the event the exercise of the power of sale in the Mortgage, or in the event of foreclosure of the Mortgage, or in event of a conveyance of the Lessor's Real Property in lieu of foreclosure, Landmark agrees to attorn to and accept the purchaser at the foreclosure sale or the Lender under the conveyance in lieu of foreclosure as the site owner for the balance then remaining of the term of the assignment subject to all terms and conditions of the Purchase Agreement and the terms of this Agreement. Said attornment shall be effective and self-operative without the execution of any further instruments upon the succession by Purchaser to the interest of Lessor. The rights and obligations of Landmark upon such attornment, shall be and are the same as now set forth in the Purchase Agreement.

4. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their respective heirs, administrators, representatives, successors and assigns, or any other person having an interest therein and any purchaser of the Site Owner's Property, including without limitation at or after a foreclosure sale or conveyance in lieu of foreclosure.

5. Provisions Binding: Authority. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Lessor and Landmark. The respective signatories for the parties to this Agreement represent and warrant to their respective counterparties that each is duly authorized to execute this Agreement on behalf of the party each signatory represents, and that said party is duly authorized to execute and deliver this Agreement.

6. Governing Law. This Agreement shall be interpreted and governed by the laws of the State in which the Lessor's Real Property is located.

7. Counterparts. This Agreement may be signed in multiple counterparts, each of which is an original, but all of which comprise one Agreement.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LENDER:

RABO AGRIFINANCE, INC., a Delaware corporation

By: Sean Van
Printed Name: SEAN VAN ELDEREN
Title: RELATIONSHIP MANAGER VP

STATE OF IDAHO)
COUNTY OF ADA) ss.

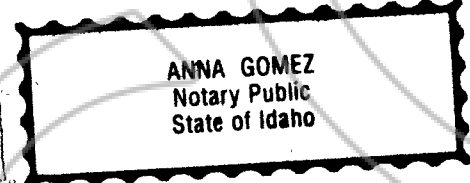
On NOVEMBER 10, 2017, before me, ANNA GOMEZ, a Notary Public in and for said County and State, personally appeared SEAN VAN ELDEREN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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 IDAHO that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

Anna Gomez
Notary Public

My Commission Expires: 10/11/19



[SEAL]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LESSOR:

NEW NEVADA LANDS, LLC, a Mississippi limited liability company

By: [Signature]
Name: Heath Rushing
Its: Manager

Date: 10/20/17

STATE OF LA)
COUNTY OF St. Tammany) ss.

On 10 20, 2017, before me, Tracy A. Salvaggio, a Notary Public in and for said County and State, personally appeared Heath Rushing, 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 LA that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

[Signature]
Notary Public
My Commission Expires: _____

[SEAL]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LANDMARK:

LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,
a Delaware limited liability company

By: [Signature]
Name: Daniel R. Parsons
Its: Authorized Signatory

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

County of Los Angeles

On October 30, 2017 before me, Sovera Nourn, 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 the 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 [Signature]

(Seal)

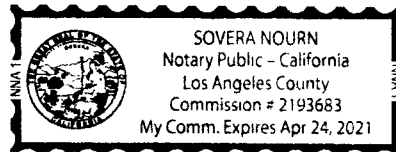


EXHIBIT "A"

Real Property Legal Description

An interest in land, said interest being over a portion of the following described parent parcel:

TOWNSHIP 32 NORTH, RANGE 51 EAST, M.D.B.&M. :

SECTION 17: ALL;

EXCEPTING FROM SECTION 17 ALL THAT PORTION OF SAID LAND AS CONVEYED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY IN DEED RECORDED NOVEMBER 22, 1950, IN BOOK 24, PAGE 105, DEED RECORDS OF EUREKA COUNTY, NEVADA FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHWEST QUARTER NW1/4 OF SECTION SEVENTEEN (17), TOWNSHIP THIRTY-TWO (32) NORTH, RANGE FIFTY-ONE (51) EAST, MOUNT DIABLO BASE AND MERIDIAN FROM WHICH POINT THE NORTHWEST CORNER OF SAID SECTION SEVENTEEN (17) BEARS NORTH TEN DEGREES, ONE MINUTE, EIGHT SECONDS WEST (N. 10°01'08" W.), A DISTANCE OF ONE THOUSAND FIVE HUNDRED ELEVEN AND 08/100 (1511.08) FEET;

AND RUNNING THENCE FROM SAID POINT OF BEGINNING SOUTH EIGHTY-EIGHT DEGREES, FIFTY-SEVEN MINUTES, FIFTEEN SECONDS EAST (S. 88°57'15" E.), A DISTANCE OF THREE HUNDRED AND 00/100 (300.00) FEET;

THENCE SOUTH ONE DEGREE, TWO MINUTES, FORTY-FIVE SECONDS WEST (S. 1°02'45" W.), A DISTANCE OF THREE HUNDRED AND 00/100 (300.00) FEET;

THENCE NORTH EIGHTY-EIGHT DEGREES, FIFTY-SEVEN MINUTES, FIFTEEN SECONDS WEST (N. 88°57'15" W.), A DISTANCE OF THREE HUNDRED AND 00/100 FEET;

THENCE NORTH ONE DEGREE, TWO MINUTES, FORTY-FIVE SECONDS EAST (N. 1°02'45" E.), A DISTANCE OF THREE HUNDRED AND 00/100 (300.00) FEET TO THE SAID POINT OF BEGINNING.

FURTHER EXCEPTING FROM SECTION 17 ALL THAT PORTION OF SAID LAND AS CONVEYED TO THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, IN DEED RECORDED DECEMBER 24, 1997, IN BOOK 316, PAGE 313, OFFICIAL RECORDS OF EUREKA COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND 100 FEET X 100 FEET (APPROXIMATELY), BEGINNING AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 32 NORTH, RANGE 51 EAST, MOUNT DIABLO BASE AND MERIDIAN, COUNTY OF EUREKA, STATE OF NEVADA;

THENCE NORTH 11°42'02" EAST, 2146.64 FEET TO A ¾" IRON PIPE, BEING THE SOUTHWEST CORNER OF A FAA RCLR FACILITY AND THE TRUE POINT OF BEGINNING; THENCE NORTH 69°24'23" EAST, 100.03 FEET TO A ¾" IRON PIPE;

THENCE NORTH 20°43'27" WEST 90.84 FEET TO A POINT IN THE I-80 SOUTH RIGHT-OF-WAY LINE (STATION "OE" 987+37 OFFSET 200 FEET RIGHT), FROM WHICH A ¾" PIPE BEARS NORTH 20°43'27" WEST, 9.22 FEET DISTANT;

THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 71°07'39" WEST, 100.02 FEET TO A POINT, FROM WHICH A ¾" IRON PIPE BEARS NORTH 20°40'00" WEST, 6.12 FEET DISTANT;

THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 20°40'00" EAST, 93.87 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN A CERTAIN DOCUMENT RECORDED NOVEMBER 30, 2011, BOOK 525, PAGE 373, INSTRUMENT NO. 218979, OFFICIAL RECORDS, EUREKA

Assessor's Parcel Number(s):
004-360-12
004-360-12
021-392-07
05-0341-06,11,29,31,36

Said interest being over land more particularly described by the following description:

Being an easement 10 feet in width through a Section 17, T.32N., R.51E, M.D.M., County of Eureka State of Nevada, 5 feet each side of the centerline of said easement described as follows:

From a point on the existing Nevada Bell easement in the Northeast ¼ of the Northwest ¼ of Section 17, T.32N., R.51E., from which the Northwest corner of said Section 17, bears N62°40'47"W, 2784.34 feet; thence S16°55'19"E, 1170.99 feet; thence S66°33'14"E, 50.86 feet; thence S51°47'46" E, 777.64 feet; thence S33°04'19"E, 683.74 feet; thence S89°52'36"E, 114.76 feet; thence S88°55'05"E, 94.48 feet; thence S77°31'48"E, 69.53 feet; thence S65°07'07"E, 49.12 feet; thence S82°14'42"E, 34.76 feet; thence N85°18'47"E, 39.14 feet; thence S70°09'45"E, 62.81 feet; thence S49°34'43"E, 48.20 feet; thence N89°48'44"E, 254.83 feet; thence S71°45'25"E, 171.25 feet to a point on the East line of Section 17 from which the Southeast corner of Section 17 bears S00°21'46"W, 1494.03 feet.

Excepting

That portion of the first above described course and distance which falls within the Interstate 80 Right of Way being 948.81 feet in length.

Said easement containing 0.61 acres more or less

Also

Being an easement for the purpose of erecting above and below ground facilities within the Southwest 1/4 of the Northeast 1/4 of Section 17, T.32N., R.51E., M.D.M. County of Eureka State of Nevada described as follows:

From a point on the southerly right of way line of Interstate 80 from which the Northwest corner of said Section 17 bears N49°15'44"W, 3635.40 feet; thence along the southerly right of way of Interstate 80 N71°10'30" E, 100.00 feet; thence S18°49'30"E, 100.00 feet; thence S71°10'30"W, 100.00 feet; thence N 18°49'30" W, 100.00 feet to the point of beginning.

Said easement containing 0.23 acres more or less

See attached plat Exhibit "A"

EXHIBIT "B"

Description of Assigned Lease(s)

That certain License for Fiber Optic Telecommunications Facility dated as of June 1, 1994 by and between New Nevada Lands, LLC, a Delaware limited liability company, successor in interest to The Atchison, Topeka and Santa Fe Railway Company, a Delaware corporation ("Licensor") and NEVADA BELL, a Nevada corporation ("Licensee"), together with any amendments, addenda, modifications and/or assignments thereto, for which a Memorandum of License is duly recorded on September 29, 2000, as Document No. 175155, Book 337, Page 015 of the Eureka County, Nevada Registry.

