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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
5/30/2013 11:16:02.07



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THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To: See Attached

Check Numbers

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PREPARED BY:

LANDMARK DIVIDEND LLC
1700 E. WALNUT AVE., SUITE 400
EL SEGUNDO, CA 90245
ATTN: LEGAL DEPT.

RETURN TO:

M. CATER
FIDELITY NATIONAL TITLE
7130 GLEN FOREST DRIVE #300
RICHMOND, VA 23226

(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 11 day of April, 2013, by and between WAHOO STATE BANK, a NEBRASKA BANKING INSTITUTION ("Lender"), and SERENADA PROPERTIES, L.L.C., a Nebraska 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) are not terminated, the use, possession or enjoyment of Leased Premises by Landmark or its tenants, successors, assigns, mortgagees and secured creditors, including the collection of rents by Landmark, pursuant to the Assigned Lease(s) shall not be interfered with nor shall Easement be affected in any other manner, in any exercise of any

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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 of 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), said Assigned Lease(s) being more fully described on Exhibit "B" hereof and, by execution of this instrument, any Assigned Leases are specifically released from (i) that certain Real Estate Deed of Trust by Lessor to and for the benefit of Lender dated as of June 9, 2008, and recorded on June 12, 2008, at Instrument No. 2008058303, (ii) and 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) 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).

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.

[Remainder of page left intentionally blank. Signatures appear on following pages.]

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

LENDER:

WAHOO STATE BANK,
a NEBRASKA BANKING INSTITUTION

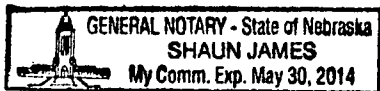
By: [Signature]
Printed Name: GREGORY R. HOHL
Title: PRESIDENT

STATE OF Nebraska)
COUNTY OF Franklin) ss.

On April 9, 2013, before me, Shaun James, a Notary Public in and for said County and State, personally appeared Gregory R. Hohl, 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 Nebraska that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.



[Signature] Notary Public
My Commission Expires: 5-30-14

[SEAL]

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

LESSOR:

SERENADA PROPERTIES, L.L.C.,
a Nebraska limited liability company

Beryl Johnston

Printed Name: Title:

Beryl Johnston - Member

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On April 10, 2013, before me, Lisa A. Mutlu, a Notary Public in and for said County and State, personally appeared Beryl Johnston, 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 Nebraska that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

Lisa A. Mutlu
Notary Public
My Commission Expires: July 22, 2016




[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: 
Name: Daniel E. Reber
Its: Authorized Signatories

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

On April 11th, 2013, JOSEPH YOLAND LANGEVIN Notary Public, personally appeared DANIEL E. REBER, 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.


Notary Public
My Commission Expires: 09.12.2014

[SEAL]

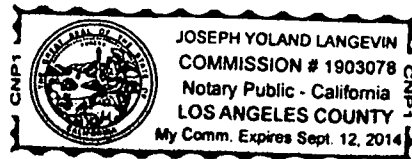


EXHIBIT "A"

Real Property Legal Description

Real Property Mailing Address: 8114 Maple Street, Omaha, NE 68134

The West 173.5 feel of the South 502.3 feel of Lot 55, Keystone Park, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, EXCEPT the South 45 feet thereof conveyed to the State of Nebraska.

AND BEING the same property conveyed to Serenada Properties. L.L.C., a Nebraska limited liability company from Robert C. Perdue and Shannon K. Perdue by Warranty Deed dated June 09, 2008 and recorded June 12, 2008 in Instrument No. 2008058302.

Tax Parcel No. 0220002222

EXHIBIT "B"

Description of Assigned Lease(s)

That certain Communications Site Lease Agreement by and between Serenada Properties, L.L.C., successors-in-interest to Robert C. Perdue and Shannon K. Perdue, as Lessor, and ALLTEL Communications of Nebraska, Inc., as Lessee, dated June 15, 2007, for which a Memorandum of Lease was recorded on November 9, 2007 as Instrument No. 2007126265, together with all other assignments, amendments, modifications and memoranda related thereto.