



MISC 2016028109



APR 19 2016 10:28 P 8

MISC 8/2

me

FEE 52.00 FB 6-14810

BKP EXAM

IND SCAN PRF

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
4/19/2016 10:28:31.44
2016028109

THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO: _____
2nd pg

CHECK NUMBER S

1613564298 and 1613564692

**ASSIGNMENT OF LEASE AND EASEMENT
ASSIGNMENT AND ASSUMPTION AGREEMENT**

PIN:

STATE OF: NEBRASKA
COUNTY OF: DOUGLAS

Document Date: April 8, 2015

ASSIGNOR: LANDMARK INFRASTRUCTURE
HOLDING COMPANY LLC
Address: P.O. Box 3429
El Segundo, CA 90245

ASSIGNEE: LANDMARK INFRASTRUCTURE
ASSET OPCO LLC
Address: P.O. Box 3429
El Segundo, CA 90245

Legal Description: Attached as Exhibit A.

Prepared by:
Landmark Dividend LLC
P.O. Box 3429
El Segundo, CA 90245

Return after recording to:
Fidelity National Title Group
Attn: Melissa Cater
7130 Glen Forest Drive #300
Richmond, VA 23226

RECEIVED MAY 10 2015

19874012

MLP Easement & Lease Assign TCN: 19 844 657
BB143755/MROF 2 - BPG Fund I, LLC

ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF LEASE AND EASEMENT ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), effective on April 8, 2015 is executed by Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, ("Assignor") and Landmark Infrastructure Asset OpCo LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, BPG Fund I, LLC, a Delaware limited liability company ("Owner") leased a certain portion of property located at 4629 S 108th Street - BB143755, Omaha NE 68101; as more particularly described in Exhibit "A" attached hereto (the "Property") to The Lamar Companies, ("Tenant") pursuant to a certain lease dated May 01, 2004 and more particularly described in Exhibit "C" attached hereto (the "Lease"); and

WHEREAS, Owner and Assignor are parties to that certain Easement and Assignment of Lease Agreement dated Dec 31, 2014, as recorded on 2/24/15 in the Official Records of Douglas County as Instrument 2015013092 whereby Owner granted a perpetual easement over the area described on Exhibit "B" (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 accruing on and after the Effective Date.
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 accruing on and after the Effective Date.
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.

This Assignment is subject to the terms and conditions of that certain Asset Purchase Agreement dated April 8, 2015 between Assignor and Landmark Infrastructure Operating Company, which, as of the date hereof, owns one hundred percent (100%) of the ownership interests in Assignee.

2

MLP Easement & Lease Assgn TCN: 19 844 657
BB143755/MROF 2 - BPG Fund I, LLC

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

ASSIGNOR:

LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,
a Delaware limited liability company

By: [Signature]
Name: [Signature]
Title: Authorized Signatory
Date: 4/7/2015

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.

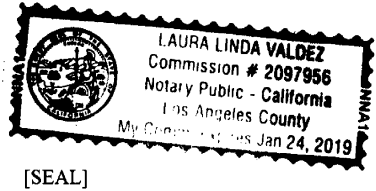
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On 4-7-15, before me Laura Linda Valdez, a Notary Public, personally appeared [Signature] who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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]
Signature of Notary Public



[SEAL]



ASSIGNEE:

LANDMARK INFRASTRUCTURE ASSET OPCO LLC,
a Delaware limited liability company

By: [Signature]
Name: KERITH DRUMMON
Title: Authorized Signatory

Dated: 4/7/2015

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)
) ss.
COUNTY OF LOS ANGELES)

On 4-7-15 April L.V. before me Laura Linda Valdez, a Notary Public, personally appeared Kerith Drummon, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

Laura Linda Valdez
Signature of Notary Public



[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 4 and the South 45 feet of Lot 3, in Hampton Commercial Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

AND BEING the same property conveyed to SCW Properties, LLC, a Nebraska limited liability company from NBC Restaurant Properties, LLC, a Nebraska limited liability company by Warranty Deed dated December 19, 2013 and recorded December 20, 2013 in Instrument No. 2013124380.

Tax Parcel No. R1232685010

EXHIBIT "B"

Easement Area Description

A general easement over the below described parent parcel.

Lot 4 and the South 45 feet of Lot 3, in Hampton Commercial Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

AND BEING the same property conveyed to SCW Properties, LLC, a Nebraska limited liability company from NBC Restaurant Properties, LLC, a Nebraska limited liability company by Warranty Deed dated December 19, 2013 and recorded December 20, 2013 in Instrument No. 2013124380.

Tax Parcel No. R1232685010

EXHIBIT "C"**LEASE DESCRIPTION**

That certain undated New Lease (#7048), by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to BPG Fund I, LLC, a Delaware limited liability company, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and The Lamar Companies, ("Lessee"), whose address is 5321 Corporate Blvd , Baton Rouge LA 70808-2506, for the property located at 4629 S 108th Street - BB143755, Omaha NE 68101, together with any and all amendments, modifications and assignments thereto.

7

MLP Easement & Lease Assgn TCN: 19 844 657
BB143755/MROF 2 - BPG Fund I, LLC