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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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THIS PAGE INCLUDED FOR INDEXING

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RETURN TO: _____

2nd Pg

CHECK NUMBER *S*

2290202430 and 1613565805

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

PIN:

STATE OF: NEBRASKA
COUNTY OF: DOUGLAS

Document Date: December 31, 2015

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

ASSIGNEE: LANDMARK INFRASTRUCTURE
OPERATING COMPANY 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

19814012

MLP Easement & Lease Assgn TCN: 10-044657
BB143755/MROF 2 - BPG Fund I, LLC

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

THIS SECOND ASSIGNMENT OF LEASE AND EASEMENT ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), effective on December 31, 2015 is executed by Landmark Infrastructure Asset OPCO LLC, a Delaware limited liability company, ("Assignor") and Landmark Infrastructure Operating Company 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 undated Lease Number 7048 and more particularly described in Exhibit "C" attached hereto (the "Lease"); and

WHEREAS, Owner and Assignor are parties to that certain Lease and Easement Assignment and Assumption Agreement dated December 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 more particularly described in Exhibit "B" attached hereto (the "Easement") to LIHC and assigned all of its right, title and interest as lessor under the Lease to LIHC; and

WHEREAS, LIHC and Assignor are parties to that certain Assignment of Lease and Easement Assignment and Assumption Agreement dated April 8, 2015, as recorded on 4/19/16 in the Official Records of Douglas County as Instrument 2016028109 whereby LIHC assigned all of its rights, title and interest in and to the Easement and 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, in each case, 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 Delaware 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.

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

ASSIGNEE:

LANDMARK INFRASTRUCTURE OPERATING COMPANY LLC,
a Delaware limited liability company

By: 
Name: Dan Parsons
Title: Authorized Signatory

Dated: 12/28/15


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.

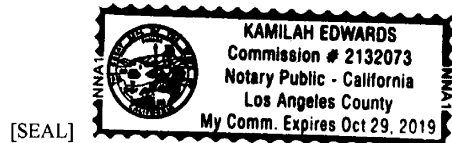
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On 12-28-15, before me Kamilah Edwards, a Notary Public, personally appeared, Dan 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 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 of Notary Public



MLP Easement & Lease Assgn TCN: 19 844 657
BB143755/MROF 2 - BPG Fund 1, LLC

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 LEGAL 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.

