

PREPARED BY:  
LANDMARK DIVIDEND LLC  
1700 E. Walnut Ave.  
Suite 400  
El Segundo, CA 90245  
Attn: Legal Dept.

11373178  
04/18/2012 03:13 PM \$20.00  
Book - 10009 Pg - 6354-6358  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FIDELITY NATIONAL TITLE GP  
7130 GLEN FOREST DR STE 300  
RICHMOND VA 23226  
BY: ZJM, DEPUTY - MA 5 P.

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Melissa Cater  
Fidelity National Title Group  
7130 Glen Forest Drive #300  
Richmond, VA 23226

12984543

Jax ID: 15-03-232-010-0060

ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASES AND RENTS AGREEMENT

THIS ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASES AND RENTS AGREEMENT (this "Assignment"), dated February 29, 2012, is executed by LD Holdings LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 9 LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS Assignor is the beneficiary of an easement dated September 6, 2011, over a portion of the Property located at 1414 W 200 S, Salt Lake City UT 84104 for outdoor advertising purposes (the "Easement"); as more particularly described in Exhibit "A" attached hereto, and

WHEREAS Assignor as successor-in-interest to Terri Busch, Trustee of the Dean Holdings Trust dated 4/27/2011, has leased a portion of the Easement area to CBS Outdoor, Inc. ("Tenant") pursuant to that certain lease dated Apr 11, 1997, the ("Lease") and more particularly described in Exhibit "B" attached hereto, 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 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 Easement and 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.

RECEIVED MAR 06 2012

RECORDING ORDER

1 (2) 3 4 5

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.

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

**ASSIGNOR:**

**LD HOLDINGS LLC, a Delaware limited liability company**

BY: LANDMARK DIVIDEND LLC, a  
Delaware limited liability company, its sole member

By: [Signature]  
Name: Dan Rebeor  
Title: Authorized Signatory  
Date: 2/29/2012

STATE OF CALIFORNIA

SS.

COUNTY OF LOS ANGELES

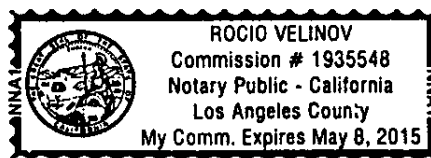
On February 29, 2012 before me, Rocio Velinov, Notary Public, personally appeared Dan Rebeor, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person, or the entity upon behalf of which the person 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]

Rocio Velinov  
Notary Public in and for the State of California  
Expiration: May 8, 2015



**ASSIGNEE:**

LD ACQUISITION COMPANY 9 LLC

BY: LANDMARK DIVIDEND GROWTH FUND LLC - D, its  
sole member

BY: Landmark Dividend Management LLC,  
its managing member

By: *Keith Drucker*  
Name: Keith Drucker  
Title: Authorized Signatory

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

On *February 29, 2012* before me, Rocio Velinov, Notary Public, personally appeared Keith Drucker, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person, or the entity upon behalf of which the person 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.

*Rocio Velinov*

Rocio Velinov  
Notary Public in and for the State of California  
Expiration: May 8, 2015



**EXHIBIT "A"**

**EASEMENT AREA DESCRIPTION**

An Easement Estate, said easement being a portion of the following described parent parcel:

All of Lots 11, 12, and 13, Block 8, Highland Park Addition, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.

AND BEING the same property conveyed to AJ Busch and Peter G. Busch from A.J. Busch, as personal representative of the estate of Leo Dean Busch by Personal Representative's Deed of Distribution dated May 23, 2007 and recorded May 25, 2007 in Deed Book 9469, Page 2749; AND FURTHER CONVEYED to Terri Busch, as Trustee of The Dean Holdings Trust, dated April 27, 2011 from AJ Busch and Peter G. Busch by Quit-Claim Deed dated June 01, 2011 and recorded June 14, 2011 in Deed Book 9930, Page 7074.

Tax Parcel No. 15-03-232-010-0000

**EXHIBIT "B"**

**LEASE DESCRIPTION**

That certain Lease Agreement dated Apr 11, 1997, by and between LD Holdings LLC, a Delaware limited liability company, successor in interest to Terri Busch, Trustee of the Dean Holdings Trust dated 4/27/2011, whose address is 1700 E. Walnut Ave Ste. 400, El Segundo, California, 90245 ("Lessor") and CBS Outdoor, Inc. ("Lessee"), whose address is 405 Lexington Ave , New York, NY, 10174-0002 for the property located at 1414 W 200 S, Salt Lake City UT 84104.