



**THIRD ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT**

**PIN: 010750020**

STATE OF: UTAH  
 COUNTY OF: WEBER

Document Date: October 1, 2022

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

**ASSIGNEE:** LANDMARK INFRASTRUCTURE  
 HOLDING 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  
 TC175967

**Return after recording to:**  
 Old Republic National Title Ins. Co.  
 530 S. Main Street, Suite 1061  
 Akron, OH 44311-1002  
 Attn: Kim Cauthern

*01-22-2022 46636*

**THIRD ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT**

**THIS THIRD ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT** (this "Assignment"), effective on October 1, 2022, is executed by Landmark Infrastructure Operating Company LLC, a Delaware limited liability company, ("Assignor") and Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, ("Assignee").

**WHEREAS**, Ben Lomond Suites Owners Association, a Utah nonprofit corporation, ("Owner") leased a certain portion of property located at 2510 Washington Blvd., Ogden UT 84401; as more particularly described in Exhibit "A" attached hereto (the "Property") to T-Mobile West LLC, a Delaware limited liability company ("Tenant") pursuant to a certain lease dated Feb 08, 1996 and more particularly described in Exhibit "B" attached hereto (the "Lease"); and

**WHEREAS**, Owner and Assignee are parties to that Assignment and Assumption of Lease Agreement dated Jun 27, 2017, as recorded on June 28, 2017 in the Official Records of Weber County as Instrument 2864956 whereby Owner assigned all of its right, title and interest as lessor under the Lease to Assignee; and

**WHEREAS**, Assignee and Assignor are parties to that Second Assignment and Assumption of Lease Agreement dated July 28, 2017, as recorded on September 7, 2017 in the Official Records of Weber County as Instrument 2877623; Pg: 1 whereby Assignee 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 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 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 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.

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

ASSIGNOR:

LANDMARK INFRASTRUCTURE OPERATING COMPANY LLC,  
a Delaware limited liability company

By:   
Name: Daniel R. Parsons  
Title: Authorized Signatory  
Date: 9/30/22

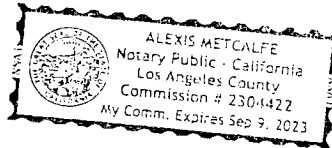
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

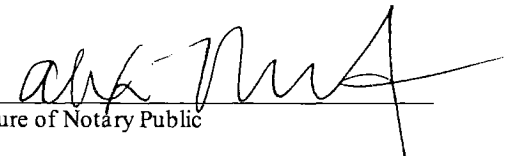
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On 9/30/22, before me Alexis Metcalfe, a 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 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

[SEAL]

ASSIGNEE:

LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,  
a Delaware limited liability company

By: 

Name: Daniel R. Parsons  
Title: Authorized Signatory

Date: 9/20/22

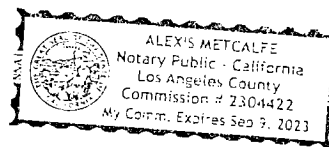
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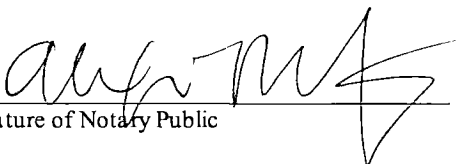
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.



  
Signature of Notary Public

[SEAL]

**EXHIBIT "A"****LEGAL DESCRIPTION OF PROPERTY**

**A portion of the Common Elements, being part of the rooftop, of Ben Lomond Suites Condominium Project, as established and defined by Declaration of Condominium recorded September 18, 1984 in Deed Book 1454, Page 71.**

**EXHIBIT "B"****LEASE DESCRIPTION**

That certain Rooftop Site Lease With Option Agreement dated Feb 08, 1996 by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to Ben Lomond Suites Owners Association, a Utah nonprofit corporation, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and T-Mobile West LLC, a Delaware limited liability company ("Lessee"), for the property located at 2510 Washington Blvd., Ogden UT 84401.