ASSIGNMENT OF EASEMENT

STATE OF: ILLINOIS COUNTY OF: COOK

Document Date: 2/24/11

GRANTOR:

Address:

C

LD ACQUISITION COMPANY LLC

P.O. Box 3429

El Segundo, CA 90245

GRANTEE:

LD ACQUISITION COMPANY 2 LLC P.O. Box 3429

Address:

El Segundo, CA 90245

Legal Description:

Attached as Exhibit A.

12220586(1)

Landmark Dividend LLC P.O. Box 3429

Prepared by:

El Segundo, CA 90245

RECEIVED APR 18 2013

Return after recording to:

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

ASSIGNMENT OF EASEMENT

THIS ASSIGNMENT OF EASEMENT (this "Assignment"), effective on February 24, 2011, is executed by LD Acquisition Company LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 2 LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, Trust No. 8307 ("Trustee") for Glaucoma Venture Corporation, Inc., has leased a certain portion of property located at 525 N. Austin Blvd., Chicago, IL 60644; as more particularly described in Exhibit "A" attached hereto (the "Property") to VoiceStream GSM 1 Operating Company, LLC, ("Tenant") pursuant to a certain lease dated August 22, 2003, and more particularly described in Exhibit "B" attached hereto (the "Lease"); and

WHEREAS. Trustee and Assignor are parties to that Easement and Assignment of Lease Agreement ("Easement") dated November 23, 2010, as recorded on December 8, 2010, in the Official Records of Cook County as Document #1034251112, whereby Owner granted a Forty (40) year easement (the "Easement") to Assignor; and

WHEREAS Assign or lesires to assign all of Assignor's rights, title and interest in and to the Easement 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. <u>Assignor Assignment</u>. Assignor does he ety assign, transfer, and deliver to Assignee all of Assignor's right, title, and interest in and to the Easement, including, without limitation, the right to receive any and all rents thereunder.
- 2. <u>Assignee Assumption of Obligations of Performance</u> Assignee warrants that it shall assume and faithfully perform and discharge any and all of obligations as grantee under the Fasement and Assignor shall be relieved of all future obligations and liability thereunder.
- 3. <u>Covenants of Cooperation</u>. 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 of the Easement.
- 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. <u>Counterparts</u>; 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. <u>Successors and Assigns</u>. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
- 7. <u>Effective Date</u>. This Assignment shall be effective on the date first written above.

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

ASSIGNOR:

LD ACQUISITION COMPANY LLC a Delaware limited liability company

Name: Keith Drucker
Title: Authorized Signatory

Date: 4/9/2013

STATE OF CALIFORNIA

) ss.

Menuk

COUNTY OF LOS ANGELES

on April 10, 2013, before me at the new Victoria thunkers, a Notary Public, personally appeared Keith Drucks, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the vithin instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), 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.

CATHERINE VICTORIA HUMENUK
Commission # 1959356
Notary Public California
Los Angeles County
My Comm. Expires Nov 5, 2015

Signature of Motory Public

[SEAL]

ASSIGNEE:

LD ACQUISITION COMPANY 2 LLC

BY: LANDMARK DIVIDEND GROWTH FUND A, LLC, its

sole member

BY: Landmark Dividend Management LLC,

its managing member

Name: Keith Lydyker
Title: Authorized Signatory

Date: 4/9/255

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

on How 10, 2013, before me atherne 1 to the 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 he 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.

[SEAL]

CATHERINE VICTOR A HU AENUM Commission # 1359355 Notary Public - Californa Los Angeles County My Comm. Expires Nov 5, 2015

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

An Essented Estate, said essement being a portion of the following described parent parcel

Lots 44 and 42 in Harmina's Subdevision of Lors 345 to 352, 354 to 369 and 371 to 378 all inclusive, in Austra Second Addition to Austine-tile, being a Substitution of the West helf of the Southeast quarter and the West helf of the Northeast quarter lexcept the East 15 acres in the North half of the West half of the Northeast quarter and Ruthout Right of Way), Min Section 6. Levenship 39 North, Range 13 East of the Third Principal Medician, in Crok County, Illinois.

7 ARCEL 2:

Lor C in Marmon's Subdivision of Lors 345 to 352 inclusive and Lots 371 to 37E inclusive, of Austin's Si billy som of Block (3 in Second Addition to Austravalle in Section 8, Township 39 North, Range 13 East of the Third Fring pai Mendian, in Cook County, Bloods.

AND BEING in a some property conveyed to Interstate Bank of Oak Fosest, as Trustre of a certain Trust Agreement, date, the 1 day of March 1983 and known as Trust Number 83-7 from Gladeoma Joint Venture by Quil-Claim Decota. In stidated March 11, 1985 and recorded May 25, 1983 in Instrument No. 26618842. A. S. 219-302.

CONTRACTOR CONTRA

7ax Parcel Nov. 16-08-259-001, 16-08-219-002, 16-08-219-015

EXHIBIT "B"

LEASE DESCRIPTION

That certain Lease Agreement dated April 21, 2003, by and between LD Acquisition Company, LLC, a Delaware limited liability company, successor in interest to North Star Trust Company, not personally but as successor Trustee to Interstate Bank of Oak Forest, as Trustee under Trust Agreement dated March 1, 1983, and known as Trust No. 83-7 ("Trustee"), for GLAUCOMA VENTURE CORPORATION, INC, an Illinois corporation, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and VoiceStream GSM 1 Operating Company, LLC, a limited liability company ("Lessee"), whose address is 12920 SE 38th Street, Bellevue, WA 98006, for the property th A. as Instr. located at 525 North Austin Blvd., Chicago, IL 60644 for which a Memorandum of Agreement is duly recorded on October 28, 25.93 as Instrument No. 0330117086, of the Cook County Registry.