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Edward M. Moody

Cook County Recorder of Deeds
Date: 05/13/2019 12:26 PM Pg: 1 of 7

ASSIGNMENT OF LEASE PURCHASE AGREEMENT AND ASSIGNMENT OF LEASE AGREEMENT

PIN: 17-18-215-019-1001

STATE OF: ILLINOIS COUNTY OF: COOK

Document Date: February 20, 2019

GRANTOR:

LANDMARK PAFRASTRUCTURE

HOLDING COMPANY LLC

Address:

P.O. Box 3429

El Segundo, CA 90245

GRANTEE:

LD ACQUISITION COMPANY 1/1 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 TC187165

Return after recording to:

Solidifi Title and Closing LLC 127 John Clarke Rd Ste 1 Middletown, RI 02842-7632

ASSIGNMENT OF LEASE PURCHASE AGREEMENT AND ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF LEASE PURCHASE AGREEMENT AND ASSIGNMENT OF LEASE AGREEMENT (this "Assignment"), effective on February 20, 2019 is executed by Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 17 LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, PARAMOUNTS LOFTS CONDOMINIUM ASSOCIATION, an Illinois Not-for-Profit corporation ("Owner") leased a certain portion of property located at 1645 W Ogden Ave, Chicago IL 60612-4199; as more particularly described in Exhibit "A" attached hereto (the "Property") to T-Mobile Central LLC, a Delaware limited liability company, ("Tenant") pursuant to a certain lease Jun 13, 2017 and more particularly described in Exhibit "B" attached hereto (the "Lease"); and

WHERF AS, Owner and Assignor are parties to that certain Lease Purchase Agreement (the "Lease Purchase Agreement") dated Jan 31, 2019, as memorialized by that certain Memorandum of Lease Purchase Agreement recorded on 02.27.2019 in the Official Records of Cook County as Instrument 1905834031 whereby Owner assigned all of its right, title and interest as lessor under the Lease to Assignor and more particularly described in Exhibit "C" attached hereto; and

WHEREAS Assignor desires to assign all of Assignor's rights, title and interest in and to the Lease Purchase Agreement and Lease to Assignee; cm/s

NOW THEREFORE, In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby a cknowledged, the parties hereto agree as follows:

- 1. <u>Assignor Assignment.</u> Assignor does herely assign, transfer, and deliver to Assignee all of Assignor's right, title, and interest in and to the Lease Purchase Agreement and Lease, 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 under the Lease Purchase Agreement and lessor under the Lease 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 and assumption of the Lease Purchase Agreement 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.
- 5. <u>Counterparts</u>; <u>Facsimile Execution</u>. 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:

LANDMARK INFRASTRUCTURE HOLDING COMPANY 1	LLC,
a Delaware limited liability company	

By:
Name: Daniel & Parsons Fitle: Authorized Signatory
Date: 2-10-19
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

who signed the document to which this certificate is attached, and not the truthfulness accuracy, or validity of that document.

STATE OF CALIFORNIA) 0/	
COUNTY OF LOS ANGELES) ss.)	
on 2-26-19	Kamiia¹, Edwards, notary public, before me	

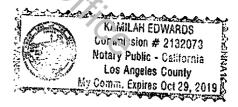
Notary Public, personally appeared Daniel R. Parsons, who proved to tree on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by 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:

LD ACQUISITION COMPANY 17 LLC A Delaware limited liability company Name: Daniel R. Parsons Title: Authorized Signatory Date: 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 COUNTY OF LOS ANGELES Kim ah Edwards, notary public , before me Notary Public, personally appeared Daniel R. Parsons, who preved 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 'ne instrument. I certify under PENALTY OF PERJURY under the laws of the State of Califor no that the foregoing paragraph is true and correct. WITNESS my hand and official Seal. KAMILAH EDWARDS Conimission # 2132073 Notary Public - California

[SEAL]

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Los Angeles County
Ny Comm. Expires Oct 29, 2019

Signature of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

SITUATED IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS:

PART OF THE COMMON ELEMENTS OF THE PARAMOUNT LOFTS CONDOMINIUM AS DEFINED AND DESCRIBED IN THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED 01/30/2006 AS DOCUMENT NO. 0603034034 OF THE COOK COUNTY RECORDS, AND ANY AMENDMENTS THERETO.

TAX ID: 17-18-215-017; 17-18-215-018; 17-18-215-019

K ID: 17-1.

SING THE SAME F.

(ABILITY COMPANY,

GECORDED 01/11/2013, AS L

END OF SCHEDULE A

COMPANY

COMPAN

EXHIBIT "B"

LEASE DESCRIPTION

That certain Site Lease Agreement dated Jun 13, 2017, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to PARAMOUNTS LOFTS CONDOMINIUM ASSOCIATION, an Illinois Not-for-Profit corporation, whose address is P.O. Box 3429, El Segundo, California, Theret, b.

Clark's Office 90245 ("Lessor") and T-Mobile Central LLC, a Delaware limited liability company, ("Lessee"), whose address is 12920 SE 38th Street, Bellevue WA 98006, for the property located at 1645 W Ogden Ave, Chicago IL 60612-4199.

EXHIBIT "C"

LEASE PURCHASE AGREEMENT DESCRIPTION

That certain Lease Purchase Agreement dated Jan 31, 2019, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Landmark") and PARAMOUNTS LOFTS CONDOMINIUM ASSOCIATION, an Illinois Not-for-Profit corporation, ("Landlord"), for the property located at 1645 W Ogden Ave, Chicago IL 60612-4199.

