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Edward M. Moody  
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**ASSIGNMENT OF LEASE PURCHASE AGREEMENT AND ASSIGNMENT OF LEASE  
AGREEMENT**

**PIN: 25-21-202-017-0000**

STATE OF: ILLINOIS  
COUNTY OF: COOK

Document Date: May 23, 2019

**GRANTOR:**

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

**GRANTEE:**

LD ACQUISITION COMPANY 17 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  
TC187486

**Return after recording to:**

Solidifi Title and Closing LLC  
88 Silva Ln Ste 210  
Middletown, RI 02842-7634  
LMD-1349291-C

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## 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 May 23, 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**, ROSELAND COMMUNITY HOSPITAL TITLE HOLDING CORPORATION, an Illinois not-for-profit corporation ("Owner") owns certain real property located at 45 W 111th St, Chicago IL 60628-4200; as more particularly described in Exhibit "A" attached hereto (the "Property"); and

**WHEREAS**, Owner leased to T-Mobile USA, LLC successors in interest to VoiceStream GSM I Operating Company ("Tenant") a certain portion of the Property described in Exhibit "B" attached hereto (the "Leased Premises") pursuant to a certain lease Aug 24, 2004 and more particularly described in Exhibit "C" attached hereto (as amended, the "Lease"); and

**WHEREAS**, Owner and Assignor are parties to that certain Lease Purchase Agreement (the "Lease Purchase Agreement") dated Apr 30, 2019, as memorialized by that certain Memorandum of Lease Purchase Agreement recorded on \_\_\_\_\_ in the Official Records of Cook County as Instrument \_\_\_\_\_ whereby Owner assigned all of its right, title and interest as lessor under the Lease to Assignor and more particularly described in Exhibit "D" 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; 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 Purchase Agreement 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 under the Lease Purchase Agreement 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 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. **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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**IN WITNESS WHEREOF**, the parties have executed this Assignment Agreement as of the day and year first above written.

**ASSIGNOR:**

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

By: 

Name: Daniel R. Parsons  
Title: Authorized Signatory

Date: 6-11-19

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 attached, and not the truthfulness, accuracy, or validity of that document.

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

On 6-11-19, before me Lauren Lawrence, 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]



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## EXHIBIT "A"

### LEGAL DESCRIPTION OF PROPERTY

#### TRACT I

LOTS 14 THROUGH 20 IN VAN DER SYDE'S SUBDIVISION OF BLOCK 1 IN FIRST ADDITION TO PULLMAN, (EXCEPT THE NORTH 135.00 FEET OF THE EAST 125.00 FEET THEREOF) IN SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE 2, 1913 PER DOCUMENT 5197314, IN COOK COUNTY, ILLINOIS.

#### TRACT II

VACATED ALLEYS PER ORDINANCE DATED DECEMBER 12, 2003 AND RECORDED JANUARY 5, 2004, AS INSTRUMENT 0400532068.

PARCEL ID # 25-21-205-001

TRACT I BEING A PORTION OF THE SAME PROPERTY CONVEYED TO ROSELAND COMMUNITY HOSPITAL TITLE HOLDING CORPORATION, AN ILLINOIS NONPROFIT CORPORATION, FROM ROSELAND COMMUNITY HOSPITAL ASSOCIATION, AN ILLINOIS NONPROFIT CORPORATION, BY WARRANTY DEED DATED OCTOBER 4, 2011 AND RECORDED OCTOBER 11, 2011, AS INSTRUMENT 1128429036.

TRACT II BEING A PORTION OF THE SAME PROPERTY CONVEYED TO ROSELAND COMMUNITY HOSPITAL ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, FROM THE CITY OF CHICAGO, BY ORDINANCE DATED DECEMBER 12, 2003 AND RECORDED JANUARY 5, 2004, AS INSTRUMENT 0400532068.

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## EXHIBIT "B"

### LEASED PREMISES

#### ROOFTOP AREA

THAT PART OF THE ROOFTOP OF AN EXISTING BUILDING, LOCATED WITHIN THAT PART OF LOTS 14 AND 15 IN VAN DER SYDE'S SUBDIVISION OF BLOCK 1 IN FIRST ADDITION TO PULLMAN, IN SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 20 IN SAID VAN DER SYDE'S SUBDIVISION; THENCE NORTH  $38^{\circ}38'22''$  EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 111TH STREET 147.71 FEET; THENCE SOUTH  $1^{\circ}21'38''$  EAST, 75.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH  $83^{\circ}32'36''$  EAST, 10.00 FEET; THENCE SOUTH  $1^{\circ}27'24''$  EAST, 20.00 FEET; THENCE SOUTH  $88^{\circ}32'36''$  WEST, 10.00 FEET; THENCE NORTH  $1^{\circ}27'24''$  WEST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 200 SQUARE FEET (0.005 ACRES), MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT IN, ON OVER, UNDER AND ACROSS THE ROOFTOP AND BUILDING LOCATED ON THE PROPERTY MORE PARTICULARLY DESCRIBED IN EXHIBIT A FOR THE PURPOSES OF ACCESS FOR THE CONSTRUCTION, INSTALLATION, OPERATION, REMOVAL, MAINTENANCE, REPAIR OR REPLACEMENT OF RELATED FACILITIES, TOWER AND BASE ANTENNAS, MICROWAVE DISHES, GLOBAL POSITIONING SYSTEM ANTENNAS, EQUIPMENT SHELTERS AND/OR CABINETS AND RELATED ACTIVITIES TOGETHER WITH THE SPACE REQUIRES FOR PLACEMENT AND DISTRIBUTION OF ELECTRICAL WIRES AND RELEASED FACILITIES TO SERVICE THE EQUIPMENT DESCRIBED HEREIN.

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## EXHIBIT "C"

### LEASE DESCRIPTION

That certain Rooftop Lease with Option dated Aug 24, 2004, by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to ROSELAND COMMUNITY HOSPITAL TITLE HOLDING CORPORATION, an Illinois not-for-profit corporation, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and VoicesStream Wireless Corporation, ("Lessee"), whose address is 12920 SE 38th Street , Bellevue WA 98006, for the property located at 45 W 111th St, Chicago IL 60628-4200.

Property of Cook County Clerk's Office

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## EXHIBIT "D"

### LEASE PURCHASE AGREEMENT DESCRIPTION

That certain Lease Purchase Agreement dated Apr 30, 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 ROSELAND COMMUNITY HOSPITAL TITLE HOLDING CORPORATION, an Illinois not-for-profit corporation, ("Landlord"), for the property located at 45 W 111th St, Chicago IL 60628-4200.

Property of Cook County Clerk's Office