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Doc#. 2027541018 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds Date: 10/01/2020 09:39 AM Pg: 1 of 6

#### SECOND ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

PIN: 12-34-400-022-0000

STATE OF: ILLINOIS COUNTY OF: COOK

Document Date: March 3, 2020

ASSIGNOR: LANDMARK INFRASTFUCTURE

HOLDING COMPANY LLC

Address: P.O. Box 3429

El Segundo, CA 90245

ASSIGNEE: LD ACQUISITION COMPANY 19 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 TC187389

#### Return after recording to:

Old Republic National Title Ins. Co. 530 S Main St Ste 1031 Akron, OH 44311-1002

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#### SECOND ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS SECOND ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this "Assignment"), effective on March 3, 2020, is executed by Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 19 LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, 2001 N. 17th Avenue, L.L.C., an Illinois limited liability company ("Owner") leased a certain portion of property located at 2001 N 17th Ave, Melrose Park II. 60160-1347; as more particularly described in Exhibit "A" attached hereto (the "Property") to Vertical Bridge ("Tenant") pursuant to a certain lease dated Dec 01, 1996 and more particularly described in Exhibit "B" attached hereto (the "Lease"); and

WHEREAS Owner and Assignor are parties to that Assignment and Assumption of Lease Agreement dated Feb 25, 2020, as recorded on May 5, 2020 in the Official Records of Cook County as Instrument 2012608050 whereby Owner assigned all of its right, title and interest as lessor under the Lease to Assignor; and

WHEREAS Assign or 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 her cby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignor Assignment</u>. 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.
- 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 lessor unce, 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.
- 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 of race counterparts (including by facsimile or by electronic copy or transmission), each of which will be the binding a greenent 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.

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

#### ASSIGNOR:

ľ	LANDMARK	INFRASTR	UCTURE	HOLDING	COMPANY	LLC,
a	Delaware lin	rited liability	company	•		

By: \_/>
Name: Josef Souck

Title: Authorized Signatory

Date: 3-25-2-2-

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

STATE OF CALIFORNIA

) ss.

COUNTY OF LOS ANGELES

On 3-25-25, before me Provided 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 restrument.

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.

ASHLEY ROCHELLE MARK
Notary Public - Chairmia
Los Angeles County
Commission # 229737 o
My Comm. Expires Jul 16, 2003

Signature of Notary Public

[SEAL]

[SEAL]

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#### ASSIGNEE:

•	
LD ACQUISITION COMPANY 19 LLC a Delaware limited liability company	
By: Name: Josef Pobek Title: Authorized Signatory	
Date: 3-25-2076	•
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 () ss.	
Notary Public, personally appeared Josef Bobek, who person(s) whose name(s) is/are subscribed to the within	ies), and that by his/her/their signature(s) on the instrument
I certify under PENALTY OF PERJURY under the law true and correct.	vs of the State of California that the foregoing paragraph is
WITNESS my hand and official Seal.	ASHLEY ROCHELLE MARK Notary Public - California Los Angoles County Communicion # 2297376 My Communication # 2297376

Signature of Notary Public

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#### EXHIBIT "A"

#### LEGAL DESCRIPTION OF PROPERTY

The land referred to herein below is situated in the County of Cook, City of Melrose Park, State of Illinois, and is described as follows:

#### Parcel 1:

A parcel of land being a part of Lot 4 in Block 2 of Franklin Farms, being a subdivision of the North 1/2 of the South East 1/4 and the West 1/2 of the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of Section 34, 10 which 40 North, Range 12 East of the Third Principal Meridian, lying South of the Indian boundary line except that part taken for railroad, described a fallows: Beginning at a Point in the North line of the South 300 feet of the North 468.66 feet of said Lot 4, a distance of 13.21 feet West of the North and South center line of the South 300 feet of the North 468.66 feet of said Lot 4, a distance of 3.21 feet to a point 10.00 feet West of the North and South center line of the West 1/2 of the West 1/2 of the South East 1/4 of said Section, thence North alon 3 a line 10.00 feet West and parallel with said North and South center line a distance of 34.18 feet to a point of tangency thence Southwesterly along an arc of a circle convex to the Southeast and having a radius of 187.18 feet a distance of 34.37 feet to the point of beginning in Cook County, Illinois.

#### Parcel 2:

The North 234 feet of the South 300 feet of the North 408 66 feet of that part of Lot 4 in Block 2 in Franklin Farms, being a subdivision of the North 1/2 of the South East 1/4 and the West 1/2 of the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of Section 34, Township 40 North, Range 12 East of the Third Principal Meridian, lying South of the Indian boundary line (except that part taken for railroad) lying East of the East line of 17th Avenue being a line 33 feet East of and parallel with the West line of said Lot 4 and lying West of a line 10 feet West of and parallel with the North and South center lines of the West 1/2 of the West 1/2 of the Southeast 1/4 of Said Section 34 in Cook County Illinols.

Less and except all that portion described, lying East of the Railroad right-of-way.

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#### **EXHIBIT "B"**

#### **LEASE DESCRIPTION**

That certain Site Agreement dated Dec 01, 1996 by and between Landmark Infrastructure Holding Company LLC, a Delaware limited liability company, successor in interest to 2001 N. 17th Avenue L.L.C., an Illinois limited liability company, whose address is P.O. Box 3429, El Segundo, California, 90245 ("Lessor") and Vertical Bridge ("Lessee"), lo, odifica.

Otopologia of Colling Clark's Office for the property located at 2001 N 17th Ave, Melrose Park IL 60160-1347, together with any and all amendments, memoranda, modifications and/or assignments thereto.