

RECORDED AT THE REQUEST OF 2007 099017

2007 DEC 19 AM 9:07

AND WHEN RECORDED RETURN TO:

Mobilitie Investments II, LLC
500 Newport Center Drive, # 830
Newport Beach, CA 92660

LandAmerica Comm'l Lender & Search Svcs.
5800 Cox Road
Glen Allen, VA 23060

MICHAEL A. BROWN
RECORDER

Prepared By: *Ariane Baroni*

Attn: *u*

MEMORANDUM OF ASSIGNMENT AND SITE LEASE AGREEMENT

11142208 Original Lease Unrecorded

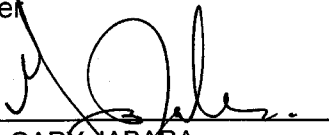

This Memorandum of Assignment and Site Lease Agreement is made as of the latter signature date hereof (the "Effective Date") by and between Mobilitie Investments II, LLC, with an office at 500 Newport Center Drive, Suite 830, Newport Beach, CA 92660 (hereinafter referred to as "Mobilitie") and T-Mobile Central LLC, with an office at 6215 Morenci Trail, Indianapolis, IN 46268 (hereinafter referred to as "Carrier" and as defined in the Master Lease Agreement).

1. Pursuant to an Assignment of Prime Lease Agreement ("Assignment") dated the *30th* day of *October*, 2007 Carrier assigned to Mobilitie all of its rights, title and interest, in, under and to that certain Site Lease with Option dated August 16, 2006 by and between Jack L. and Janet L. Myer, husband and wife, as landlord, and T-Mobile Central LLC, as tenant (the "Lease") for the premises ("Premises") more particularly set forth in the Lease and more fully described in Attachment 1 annexed hereto.
2. Mobilitie and Carrier entered into a Site Lease Agreement ("SLA") on the *30th* day of *October*, 2007 for the purpose of installing, operating and maintaining a radio communications facility and other improvements at the Premises. All of the foregoing are set forth in the SLA.
3. The initial term of the SLA is for nine (9) years commencing on the Site Lease Commencement Date (as defined pursuant to the SLA). Carrier has four (4) successive five (5) year options to renew. If all options to renew are exercised, the term of this SLA will expire twenty-nine (29) years after the Site Lease Commencement Date.
4. This Memorandum of Assignment and Site Lease Agreement has been prepared to provide notice that the Premises are subject to the terms and conditions of the Assignment, the Lease and the SLA.
5. This Memorandum of Assignment and Site Lease Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Assignment, the Lease or the SLA. In the event of a conflict between the provisions of this Memorandum of Assignment and Site Lease Agreement and the provisions of the Assignment or the Lease or the SLA, the provisions of the Assignment, the Lease or SLA shall control.

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Assignment and Site Lease Agreement as of the latter signature date below.

MOBILITIE INVESTMENTS II, LLC, a Delaware limited liability company	CARRIER: T-MOBILE CENTRAL LLC
By: Mobilitie, LLC, a Nevada limited liability company, its Manager	
	
By: _____	By: _____
Print Name: <u>GARY JABARA</u>	Print Name: <u>Allan Tantillo</u>
Title: <u>PRESIDENT & CEO</u>	Title: <u>National System Development Manager</u>
Title: <u>MOBILITIE LLC</u>	
Date: _____	Date: _____
<u>OCT 12 2007</u>	<u>OCT 30 2007</u>

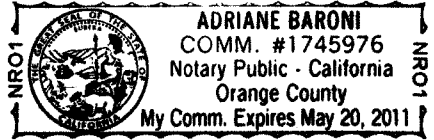


State of California
County of Orange

On OCT 12 2007 before me, Adriane Baroni, a Notary Public, personally appeared
Gary Jabara

personally known to me (or 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 the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)

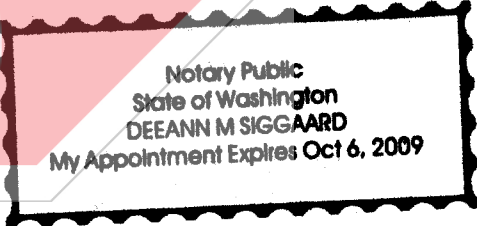
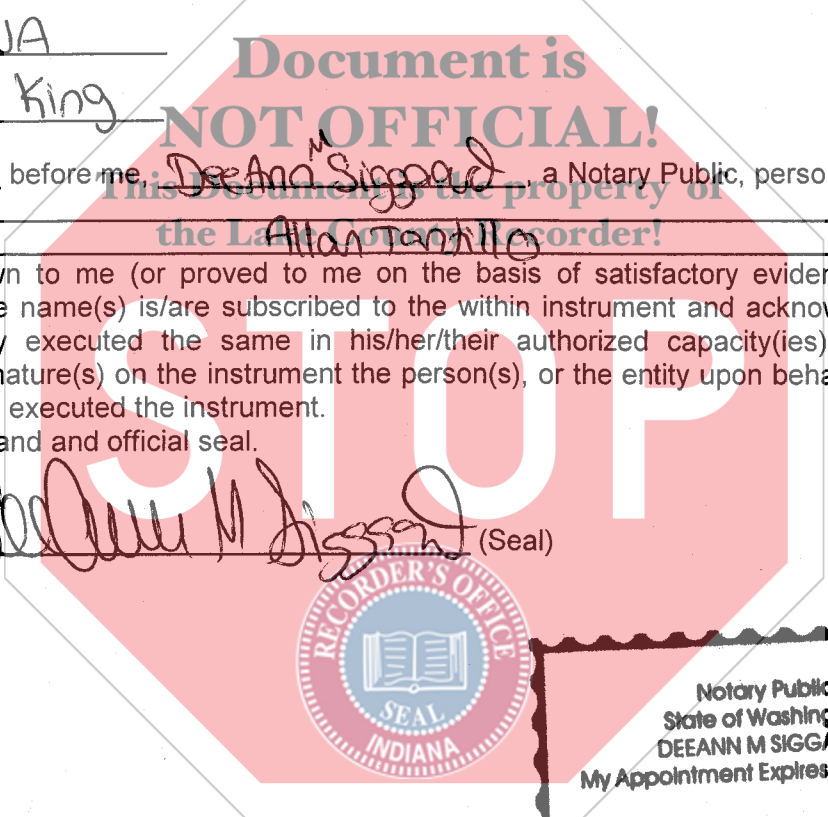


STATE OF WA
COUNTY OF King

On 10/30/07 before me, DeeAnn Siggaard, a Notary Public, personally appeared
Altan Tashillo

personally known to me (or 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 the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



**Memorandum of Assignment and Site Lease Agreement
Attachment 1
Legal Description of Site**

In regards to: 815 E 500 South, Lafayette IN

Centerline South $84^{\circ}52'54''$ West 271.03 feet to the point of curvature of a tangent curve, concave to the North, having a radius of 756.82 feet, a central angle of $18^{\circ}49'58''$, a chord length of 247.64 feet and a chord bearing of North $85^{\circ}42'07''$ West, thence westerly along said curve 248.76 feet; thence parallel with said centerline North $76^{\circ}17'08''$ West 99.81 feet to a foust capped rebar; thence North $0^{\circ}07'28''$ West, 41.20 feet to a p. k. nail in said centerline; thence along said centerline South $76^{\circ}17'08''$ East 109.66 feet to a railroad spike at the point of curvature of a tangent curve, concave to the north, having a radius of 716.82 feet, a central angle of $18^{\circ}49'58''$, a chord length of 234.56 feet and a chord bearing of South $85^{\circ}42'07''$ East; thence easterly along said curve 235.62 feet to a railroad spike at the point of tangency of said curve; thence North $84^{\circ}52'54''$ East 274.53 feet to the point of BEGINNING, containing 0.569 acre.

