

STATE OF CALIFORNIA
LAKE COUNTY
FILED FOR RECORD

2008 JUN 24 PM 2:14

MICHAEL A. BROWN
RECORDER

2008 046026

RECORDED AT THE REQUEST OF

~~AND WHEN RECORDED RETURN TO:~~

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

AFTER RECORDING, PLEASE RETURN TO:

LandAmerica Com'l Lender & Search
5800 Cox Road
Richmond, VA 23060

4
Prepared by: *Adriane Barone* Attic

MEMORANDUM OF ASSIGNMENT AND SITE LEASE AGREEMENT

11301509

original lease Unrecorded

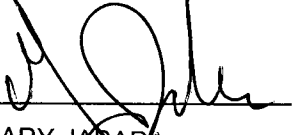

This Memorandum of Assignment and Site Lease Agreement is made as of the latter signature date hereof (the "Effective Date") by and between Mobilitie Investments II, LLC, with an office at 500 Newport Center Drive, Suite 830, Newport Beach, CA 92660 (hereinafter referred to as "Mobilitie") and T-Mobile Central LLC, with an office at 8550 W. Bryn Mawr, Chicago, IL 60631 (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 April, 2008 Carrier assigned to Mobilitie all of its rights, title and interest, in, under and to that certain Site Lease with Option dated July 26, 2006 by and between an undivided 50% interest to Thomas D. Krygsheld, Trustee, Thomas D. Krygsheld Trust Agreement #97-100, dated 3/14/97 and an undivided 50% interest to Susan L. Krygsheld, Trustee, Susan L. Krygsheld Trust Agreement #97-111, dated 3/14/97, 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 April, 2008 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.

1613554371

18-
LP

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>
Date: <u>MOBILITIE LLC</u>	Date: <u>APR 30 2008</u>
APR 21 2008	



State of California
County of Orange

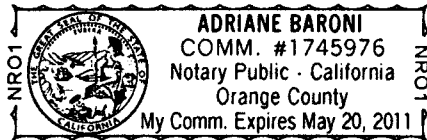
On APR 21 2008 before me, Adriane Baroni, a Notary Public, personally appeared Gary Jabara

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 the 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 Adriane Baroni



Document is
NOT OFFICIAL!

(Seal)

This Document is the property of
the Lake County Recorder!

STATE OF Washington

COUNTY OF King

On APR 30 2008 before me, Rachel P. Slone, a Notary Public, personally appeared Allan Tantillo

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 Rachel P Slone



(Seal)

MEMORANDUM OF ASSIGNMENT AND SITE LEASE AGREEMENT

ATTACHMENT 1

LEGAL DESCRIPTION OF SITE

The North 10.013 acres of the West ½ of the Southwest ¼ of Section 9, Township 34 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, except that part conveyed to the Indiana Harbor Railroad Company by deed recorded in Deed Record 114, Page 558, and except the North 5.013 acres thereof.

AND BEING the same property conveyed to an undivided 50% interest to Thomas D. Krysheid, Trustee, and an undivided 50% interest to Susan L. Krysheid, Trustee, Susan L. Krysheid Trust Agreement \$97-111, dated march 14, 1997 from Judith R. Wanak by Warranty Deed dated January 13, 2005, and recorded January 21, 2005 in Deed Book 2005, Page 4235.

Tax Parcel No. 05-06-0007-019

Address 11407 Wicker Avenue, St. John IN 46373

