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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 DEC -8 AM 11:28

MICHAEL A. BROWN  
RECORDER

**PREPARED BY:**  
Md7 Capital One, LLC

**WHEN RECORDED RETURN TO:**

Michael Fraunces, President  
3721 Valley Centre Drive  
Suite 301  
San Diego, CA 92130



RETURN TO DIONNE CARTER  
Lawyers Title Insurance Corp  
7130 Glen Forest Dr. Ste. 300  
Richmond, VA 23226

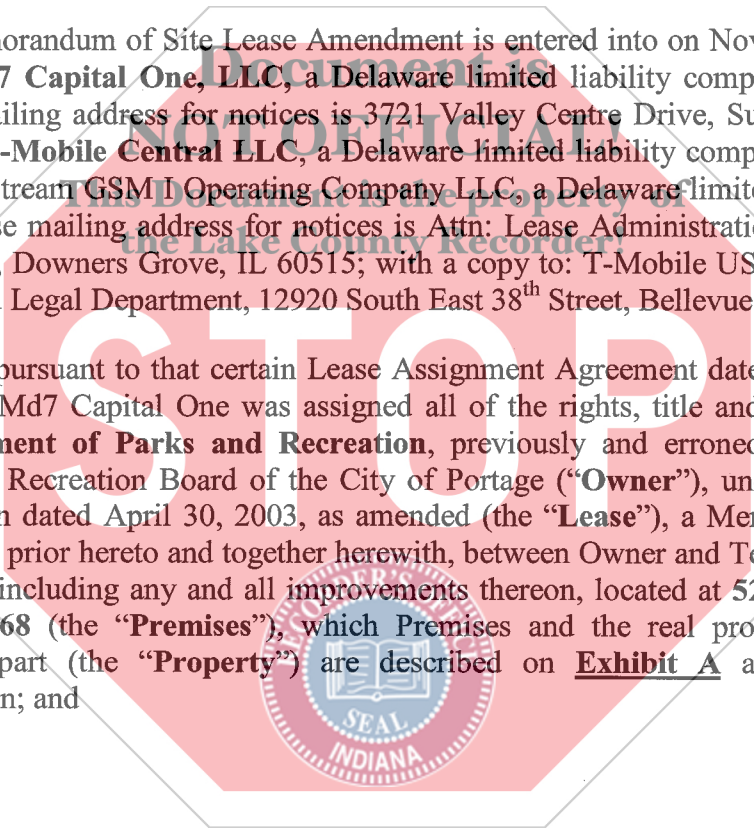
**PARCEL #:** 64-05-15-232-001.000-016  
(08-003113044)

USE

**MEMORANDUM OF SITE LEASE AMENDMENT**

This Memorandum of Site Lease Amendment is entered into on November 16, 2009, by and between **Md7 Capital One, LLC**, a Delaware limited liability company ("**Md7 Capital One**"), whose mailing address for notices is 3721 Valley Centre Drive, Suite 301, San Diego, CA 92130, and **T-Mobile Central LLC**, a Delaware limited liability company, as successor in interest to **VoiceStream GSM I Operating Company LLC**, a Delaware limited liability company ("**Tenant**"), whose mailing address for notices is Attn: Lease Administration, 2001 Butterfield Road, Suite 1900, Downers Grove, IL 60515; with a copy to: T-Mobile USA, Inc., Attn: Lease Administrator and Legal Department, 12920 South East 38<sup>th</sup> Street, Bellevue, WA 98006-1350.

Whereas, pursuant to that certain Lease Assignment Agreement dated October 20, 2009 ("**Assignment**"), Md7 Capital One was assigned all of the rights, title and interest of **City of Portage Department of Parks and Recreation**, previously and erroneously referred to as Portage Park and Recreation Board of the City of Portage ("**Owner**"), under that certain Site Lease with Option dated April 30, 2003, as amended (the "**Lease**"), a Memorandum of which has been recorded prior hereto and together herewith, between Owner and Tenant with respect to certain premises, including any and all improvements thereon, located at **5250 US Highway 6, Portage, IN 46368** (the "**Premises**"), which Premises and the real property of which the Premises are a part (the "**Property**") are described on Exhibit A attached hereto and incorporated herein; and



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Whereas Md7 Capital One, as holder of all of the rights, title and interest of Owner under the Lease, and Tenant have entered into a certain Site Lease Amendment dated November 16, 2009 ("SLA"), and have agreed and hereby agree to amend the Lease.

1. The SLA modifies certain of Tenant's rights and obligations under the Lease during the term of the Assignment, which term commences on January 10, 2010, and will expire on January 9, 2025 (such term, the "Assignment Term").

2. The SLA also modifies and extends the current term of the Lease through January 9, 2025 ("Lease Term"). The Lease Term will be automatically renewed for three (3) additional terms, as set forth in the renewal term table below (each a "Renewal Term"), without further action by Tenant on the same terms and conditions as the Lease, unless Tenant provides written notice to Owner of its intention not to do so at least ninety (90) days prior to the end of the Lease Term or Renewal Term, as applicable:

1 <sup>st</sup> Renewal Term 1/10/2025 – 1/9/2030	2 <sup>nd</sup> Renewal Term 1/10/2030 – 1/9/2035	3 <sup>rd</sup> Renewal Term 1/10/2035 – 1/9/2040
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3. Md7 Capital One and Tenant desire and hereby enter into this Memorandum of Site Lease Amendment to provide constructive notice of the existence of the SLA and the parties' rights under the SLA.

4. The terms and conditions of the Lease and the SLA are hereby incorporated as if set forth herein in full. This Memorandum of Site Lease Amendment 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 Lease or the SLA, all of which are hereby ratified and affirmed. The Lease, as amended by the SLA, shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, and shall run with the land and bind all assignees, transferees or successors of the parties' respective interests.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Site Lease Amendment on the day and year first above written.

**Md7 Capital One:**

Md7 Capital One, LLC, a Delaware limited liability company

By: 

Print Name: Thomas E. Leddo

Title: Vice President

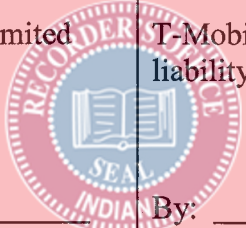
**TENANT:**

T-Mobile Central LLC, a Delaware limited liability company

By: 

Print Name: Allan Tantillo

Title: Director, T-Mobile Tower



  
T-Mobile Legal Approval  
Edwin Lee

**Md7 Capital One ACKNOWLEDGEMENT**

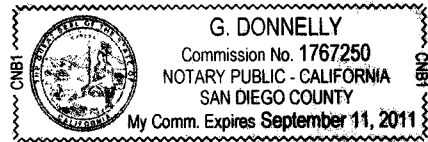
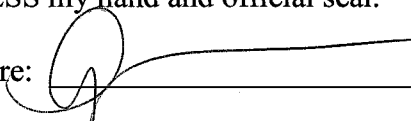
STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SAN DIEGO )

On November 18, 2009, before me, G. Donnelly,  
a Notary Public, personally appeared Thomas E. Leddo, who  
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to  
the within instrument and acknowledged to me that he executed the same in his authorized  
capacity, and that by his signature on the instrument the person, or the entity upon behalf of  
which the person 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: \_\_\_\_\_



(Seal)

**TENANT ACKNOWLEDGEMENT**

STATE OF Washington  
COUNTY OF King



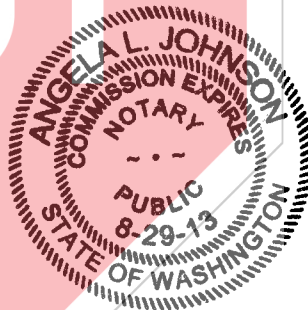
I certify that I know or have satisfactory evidence that **Allan Tantillo** is the person who appeared  
before me, and said person acknowledged that he signed this instrument, on oath stated that he  
was authorized to execute the instrument and acknowledged it as **Director, T-Mobile Tower of  
T-Mobile Central LLC** as the free and voluntary act of such party for the uses and purposes  
mentioned in the instrument.

Dated November 20, 2009

Signature \_\_\_\_\_

Title: Notary Public Angela L. Johnson

My commission expires: 8/29/13



(Seal)

This document was prepared by:  
Michael Fraunces, President  
Md7 Capital One, LLC  
3721 Valley Centre Drive, Suite 301  
San Diego, CA 92130

and I affirm, under penalties for perjury, that I have taken  
reasonable care to redact each Social Security number in  
this document, unless required by law. Michael Fraunces

**EXHIBIT A**

**PREMISES DESCRIPTION AND LEGAL DESCRIPTION OF PROPERTY**

*Deante add*

Street Address: 5250 US Highway 6, Portage, IN 46368

Parcel #: 64-05-15-232-001.000-016 (08-003113044)

**Legal Description:**

That certain cell tower site (and easement) located on a portion of the real property described as follows:

Part of the northeast quarter of the northeast quarter of Section 15, Township 36 North, Range 7 West of the Second Principal Meridian in the City of Portage, Porter County, Indiana, lying south of Evergreen Meadows Unit N2 4-A, a subdivision as shown in Plat File 13-E-3 in the Office of the Recorder of said County, which part lies west of the east line of said subdivision extended to the south line of said northeast quarter.

AND BEING the same property conveyed to Byco from Jacquelyn M. Sterling by Tax Title Deed dated August 13, 1987 and recorded August 14, 1987 in Deed Book 381, Page 33; AND FURTHER CONVEYED to City of Portage Department of Parks and Recreation from Mont R. Jones, Charlotte A. Munter, and Wanda Y. Vajner, collectively doing business under the name Byco by Quit-Claim Deed dated March 12, 1997 and recorded April 25, 1997 in Deed Book 477, Page 597.

