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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2010 058449

2010 OCT -8 AM 9:06

MICHELLE S. FAJMAN  
RECORDER

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→ **PREPARED BY:**  
Md7 Capital Three, LLC

**WHEN RECORDED RETURN TO:**

→ Michael Fraunces, President  
3721 Valley Centre Drive  
Suite 303  
San Diego, CA 92130

**PARCEL #: 45-127-15739-00**

SPACE ABOVE FOR RECORDER'S USE

**MEMORANDUM OF AMENDMENT TOROOFTOP LEASE WITH OPTION**

**This Memorandum of Amendment to Rooftop Lease with Option** ("Memorandum of Amendment") is entered into as of June 22, 2010, by and between **7905 Calumet Building, LLC**, an Indiana limited liability company ("**Landlord**"), whose mailing address for notices is 7905 Calumet Avenue, Munster, IN 46321-1215, and **Md7 Capital Three, LLC**, a Delaware limited liability company ("**Tenant**"), whose mailing address for notices is 3721 Valley Centre Drive, Suite 303, San Diego, California 92130, Attention: Legal Department. The effective date of this Memorandum of Amendment is September 10, 2010 ("**Effective Date**").

**Whereas**, Landlord and Tenant (or its predecessors in interest) are parties to that certain Rooftop Lease with Option dated May 6, 2005, as amended (the "**Lease**"), whereby Landlord has leased and hereby leases to Tenant and Tenant has leased from Landlord certain premises described therein, together with all other space and access and utility easements utilized by Tenant pursuant to the provisions of the Lease (collectively, the "**Premises**"), that are a portion of that certain real property located at **7905 Calumet Avenue, Munster, IN 46321** ("**Property**") described on **Exhibit A** attached hereto and incorporated herein;

**Whereas**, a Memorandum of Lease has been recorded prior hereto and concurrently herewith;

**Whereas**, Landlord and Tenant have entered into that certain First Amendment to Rooftop Lease with Option dated effective as of September 10, 2010 ("**First Amendment**"), and have agreed and hereby agree to amend the Lease; and

AMOUNT \$ 17<sup>00</sup>  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 2347  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK rm

CH48681B

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MT-5 MOA

**Whereas**, Landlord and Tenant desire and hereby enter into this Memorandum of Amendment, to provide constructive notice of the existence of the First Amendment.

1. The parties have agreed to modify the current term of the Lease such that the current term of the Lease expires on September 9, 2035 ("**Modified Term**"), subject to the provisions of the Lease, as amended by the First Amendment.

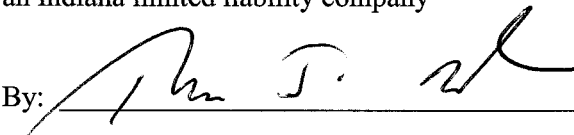
2. The parties have agreed, following the Modified Term, to add three (3) renewal terms of five (5) years each to the Lease, which may be exercised upon the terms and conditions of the Lease, as amended by the First Amendment.

3. The provisions of the Lease, as amended by the First Amendment, are hereby ratified and affirmed.

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

**LANDLORD:**

7905 Calumet Building, LLC,  
an Indiana limited liability company

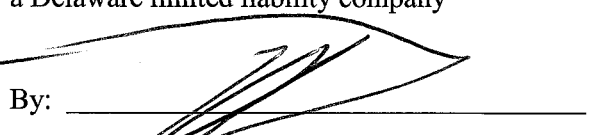
By: 

Print Name: THOMAS J. BACEVICH, M.D.

Title: CHAIRMAN

**TENANT:**

Md7 Capital Three, LLC,  
a Delaware limited liability company

By: 

Print Name: Thomas E. Leddo

Title: Vice President

**LANDLORD ACKNOWLEDGEMENT**

STATE OF Indiana )

COUNTY OF Lake )

On 7-15, 2010 before me, [print name and title of notarial officer here:] Coreen L. Jackura,

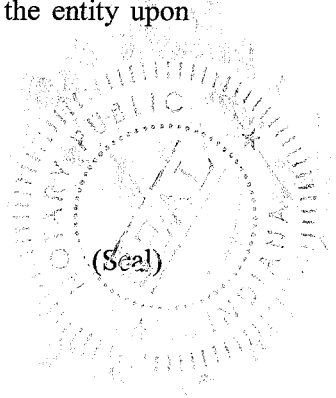
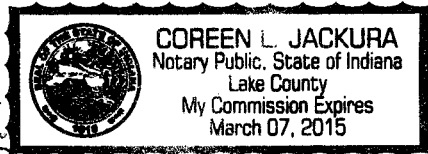
personally appeared [print name of person whose signature is being acknowledged here:]

Thomas Bacevich, 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 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 Coreen L. Jackura

My commission expires: March 7, 2015



**TENANT ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )

) ss:

COUNTY OF SAN DIEGO )

On August 3, 2010, before me, Deborah K. Gay, 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: Deborah K. Gay



This document was prepared by:  
Michael Fraunces, President  
Md7 Capital Three LLC  
3721 Valley Centre Drive, Suite 303  
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**

**LEGAL DESCRIPTION**

Street Address: 7905 Calumet Avenue, Munster, IN 46321

Parcel #: 45-127-15739-00

Legal Description:

That certain communications facility site (and access and utility easements) on a portion of the real property described as follows:

**Part of the Southwest Quarter of Section 18, Township 36 North, Range 9 West of the Second Principal Meridian, in the Town of Munster, North Township, Lake County, Indiana, described as beginning at a point in the East 40-foot right of way line of Calumet Avenue at a point 1122.01 feet North of the south line of said Southwest Quarter; thence North on said 40-foot right of way line, which is a line parallel to and 40 feet East of the West line of said Section 18, a distance of 200 feet; thence East on a line parallel to the South line of said Section 18, 135 feet to a point of curve; thence southeasterly on said curve of 965.87-foot radius, convex to the Northeast, 634.40 feet to an intersection with a line that is parallel to and 112.01 feet Northerly of the South line of said Section 18; thence Westerly on said 1122.01-foot parallel line, 728.00 feet to the point of beginning.**