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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 058450

2010 OCT -8 AM 9:06

MICHAEL T. FAJMAN
RECORDER

→ **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 SITE SUBLEASE AND ASSIGNMENT AGREEMENT

THIS MEMORANDUM OF SITE SUBLEASE AND ASSIGNMENT AGREEMENT ("Memorandum of Sublease") is entered into as of June 22, 2010, by and between **Md7 Capital Three, LLC**, a Delaware limited liability company ("**Sublandlord**"), whose mailing address for notices is 3721 Valley Centre Drive, Suite 303, San Diego, CA 92130, Attention: Legal Department 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 ("**Subtenant**"), whose mailing address for notices is Attn: Lease Administrator and Legal Department, 2001 Butterfield Road, Suite 1900, Downers Grove, IL 60515; with a copy to Attn: Lease Administrator and Legal Department, T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, Washington 98006. The effective date of this Memorandum of Sublease is September 10, 2010 ("**Effective Date**").

WHEREAS, Sublandlord is the "Tenant" and **7905 Calumet Building, LLC**, an Indiana limited liability company ("**Prime Landlord**") is the "Landlord" under a Rooftop Lease with Option dated May 6, 2005, as amended by that certain First Amendment to Rooftop Lease with Option dated effective as of September 10, 2010 (collectively, the "**Prime Lease**"), for certain premises together with certain Easements (as defined in the Prime Lease) (collectively, the "**Premises**"), that are a portion of the property located at **7905 Calumet Avenue, Munster, IN 46321 ("Property")**, as more particularly described in the Prime Lease; and

Whereas, Sublandlord and Subtenant are parties to that certain Site Sublease and Assignment Agreement dated effective as of September 10, 2010 (the "**Sublease**"), whereby Sublandlord has subleased and hereby subleases to Subtenant and Subtenant has subleased from Sublandlord the Premises.

AMOUNT \$ 17⁰⁰
CASH _____ CHARGE _____
CHECK # 8347
OVERAGE _____
COPY _____
NON-COM RA
CLERK _____

CH48681B

MT-7 MOS

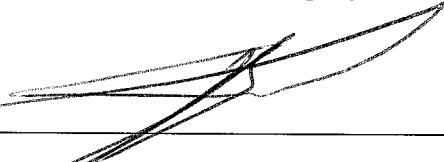
NOW, THEREFORE, the parties hereby acknowledge and agree as follows:

1. The Sublease has a term of twenty-five (25) years, as more particularly described in the Sublease.
2. Subject to the terms and conditions thereof, the Sublease provides for the assignment of all of the Sublandlord's rights, title and interests in, to and under the Prime Lease to Subtenant upon the end of the term of the Sublease. Sublandlord hereby authorizes Subtenant to record a memorandum or other form of notice memorializing the effectuation of any such assignment.
3. Sublandlord and Subtenant desire and hereby enter into this Memorandum of Sublease to provide constructive notice of the existence of the Sublease.
4. The terms and conditions of the Sublease are hereby incorporated as if set forth herein in full. This Memorandum of Sublease 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 Sublease; all of which are hereby ratified and affirmed. The Sublease 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 Sublease on the day and year first above written.

SUBLANDLORD:

Md7 Capital Three, LLC,
a Delaware limited liability company


By:  _____

Print Name: Thomas E. Leddo

Title: Vice President

SUBTENANT:

T-Mobile Central LLC,
a Delaware limited liability company

By:  _____

Print Name: Kim Curtis

Title: Director - Engineering Development

APPROVED as to form



Daniel W. Granquist

SUBLANDLORD ACKNOWLEDGEMENT

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

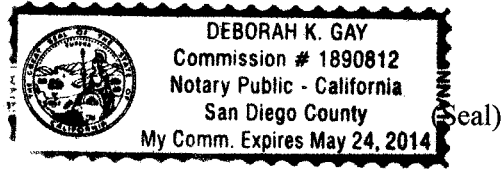
On August 3, 20 10, before me, Deborah K. Gay,

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

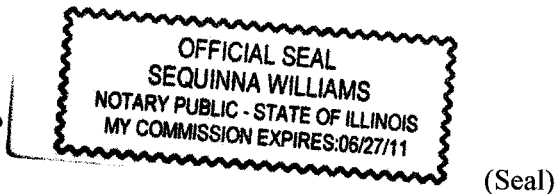


SUBTENANT ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

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

Dated 8/23/2010
Signature Sequinna Williams
Title: Notary Public



My commission expires: 6/27/2011

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.