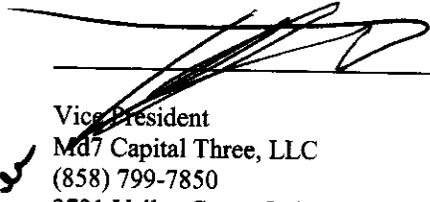


PREPARED BY, and WHEN
RECORDED RETURN TO:


Vice President
Md7 Capital Three, LLC
(858) 799-7850
3721 Valley Centre Drive, Suite 303
San Diego, CA 92130

Memorandum of Lease recording reference:
on November 3, 2010, in Docket P,
Book 140, Page 795.

Parcel #: 107419000002200

SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT

This Memorandum of Amendment to Tower Attachment Lease Agreement ("Memorandum of Amendment") is entered into as of August 9, 2010, by and between the City of Southaven, a Mississippi municipal corporation, who acquired title as DeSoto County, Mississippi, previously and erroneously referred to as the City of Southaven, Mississippi ("Lessor"), whose mailing address for notices is 8710 Northwest Drive, Southaven, MS 38671, and Md7 Capital Three, LLC, a Delaware limited liability company ("Lessee"), 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 October 10, 2010 ("Effective Date").

Whereas, Lessor and Lessee (or its predecessors in interest) are parties to that certain Tower Attachment Lease Agreement dated August 22, 1997, as amended (the "Lease"), whereby Lessor has leased and hereby leases to Lessee and Lessee has leased from Lessor certain premises described therein, together with all other space and access and utility easements utilized by Lessee pursuant to the provisions of the Lease (collectively, the "Premises"), that are a portion of that certain real property located at 8440 Greenbrook Parkway, Southaven, MS 38671 ("Property") described on Exhibit A attached hereto and incorporated herein;

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

Whereas, Lessor and Lessee have entered into that certain First Amendment to Tower Attachment Lease Agreement dated effective as of October 10, 2010 ("First Amendment"), and have agreed and hereby agree to amend the Lease; and

Whereas, Lessor and Lessee 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 October 9, 2035 ("Modified Term"), subject to the provisions of the Lease, as amended by the First Amendment.

Indexing Instructions to the Chancery Clerk of De Soto, County, Mississippi: The real property described in this instrument is located in the _____ ¼ of the _____ ¼ of Section _____, Township _____, Range _____, [_____ Judicial District of] De Soto County, Mississippi.

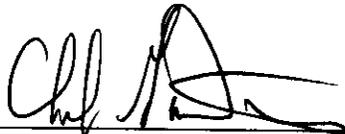
2. The parties have agreed, following the Modified Term, to add three (3) renewal terms of five (5) years each to the Lease, which may be exercised upon the terms and conditions of the Lease, as amended by the First Amendment.

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.

LESSOR:

City of Southaven,
a Mississippi municipal corporation

By: 
Charles G. "Greg" Davis, Mayor

ATTEST:

By: 
Title: CPO

LESSEE:

Md7 Capital Three, LLC,
a Delaware limited liability company

By: 
Print Name: Thomas E. Leddo
Title: Vice President

LESSOR ACKNOWLEDGEMENT

STATE OF MISSISSIPPI)

COUNTY OF DESOTO)

On August 20, 2010 before me, [print name and title of notarial officer here:] Kristi Faulkner, Exec. Asst.

personally appeared Charles G. "Greg" Davis, 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 Kristi Faulkner

My commission expires:



LESSEE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

) ss:

COUNTY OF SAN DIEGO)

On Sept 30, 2010, before me, Holly Nigh, 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: Holly Nigh

(Seal)

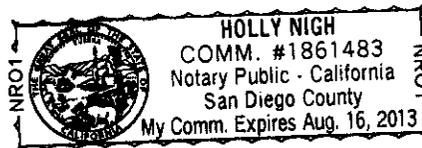


EXHIBIT A

LEGAL DESCRIPTION

Street Address: 8440 Greenbrook Parkway, Southaven, MS 38671

Parcel #: 1074190000002200

Legal Description:

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

Part of Section 19, Township 1 South, Range 7 West, Greenbrook Subdivision, DeSoto County, Mississippi, more particularly described as follows:

BEGINNING at a point in the easterly line of Greenbrook Parkway 898.73 feet north of the northerly line of Valley Springs Drive at the northwest corner of Lot 934; thence eastwardly at an interior angle of 90 degrees 253.58 feet to a point; thence northeastwardly at an interior angle of 133 degrees 45 minutes 52.67 feet to a point; thence northwardly at an interior angle of 186 degrees 15 minutes 321.81 feet to a point; thence westwardly at an interior angle of 99 degrees 40 minutes 285.67 feet to a point in the easterly line of Greenbrook parkway and the arc of a curve to the right with a radius of 551.97 feet; thence southeastwardly along the arc of said curve and the easterly line of Greenbrook parkway 93.33 feet to a point at the end of said curve; thence southwardly with the easterly line of Greenbrook Parkway 315.00 feet to the point of beginning.

There is a 5 foot utility easement around the perimeter of this tract.

The property described above being the same land designated as the water tower park in Section "E", Greenbrook Subdivision, DeSoto County, Mississippi, recorded in the Office of the Cancery Clerk of DeSoto County, Mississippi.

An easement in gross over and across the following described property, as further shown on the attached Site Sketch:

Part of Section 19, Township 1 South, Range 7 West, Greenbrook Subdivision, DeSoto County, Mississippi, more particularly described as follows:

BEGINNING at a point in the easterly line of Greenbrook Parkway 898.73 feet north of the northerly line of Valley Springs Drive at the northwest corner of Lot 934; thence eastwardly at an interior angle of 90 degrees 253.58 feet to a point; thence northeastwardly at an interior angle of 133 degrees 45 minutes 52.67 feet to a point; thence northwardly at an interior angle of 136 degrees 15 minutes 321.81 feet to a point; thence westwardly at an interior angle of 99 degrees 40 minutes 285.67 feet to a point in the easterly line of Greenbrook parkway and the arc of a curve to the right with a radius of 551.97 feet; thence southeastwardly along the arc of said curve and the easterly line of Greenbrook parkway 93.33 feet to a point at the end of said curve; thence southwardly with the easterly line of Greenbrook Parkway 315.00 feet to the point of beginning.

There is a 5 foot utility easement around the perimeter of this tract.

The property described above being the same land designated as the water tower park in Section "E", Greenbrook Subdivision, DeSoto County, Mississippi, recorded in the Office of the Cancery Clerk of DeSoto County, Mississippi.