1/04/11 1:03:13
DK P BK 142 PG 30
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

**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

**Parcel #: 207203000 0000400**

Memorandum of Lease recording reference: on November 3, 2010, in Docket P, Book 140, Page 791.

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 August 9, 2010, by and between **Md7 Capital Three, LLC**, a Delaware limited liability company ("**Sublessor**"), whose mailing address for notices is 3721 Valley Centre Drive, Suite 303, San Diego, CA 92130, Attention: Legal Department and **Powertel/Memphis, Inc.**, a Delaware corporation ("**Sublessee**"), whose mailing address for notices is Attn: Lease Administrator and Legal Department, 7668 Warren Parkway, Frisco, TX 75034; 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 October 10, 2010 ("**Effective Date**").

WHEREAS, Sublessor is the "Lessee" and the **City of Southaven**, a Mississippi municipal corporation ("**Prime Lessor**") is the "Lessor" under a Tower Attachment Lease Agreement dated May 17, 2000, as amended by that certain First Amendment to Tower Attachment Lease Agreement dated effective as of October 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 **5848 Getwell Road, Southaven, MS 38672** ("**Property**"), as more particularly described in the Prime Lease; and

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

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.

**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. Subject to the terms and conditions thereof, the Sublease provides for the assignment of all of the Sublessor's rights, title and interests in, to and under the Prime Lease to Sublessee upon the end of the term of the Sublease. Sublessor hereby authorizes Sublessee to record a memorandum or other form of notice memorializing the effectuation of any such assignment.

3. Sublessor and Sublessee 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.

**SUBLESSOR:**

Md7 Capital Three, LLC,
a Delaware limited liability company

By: _____

Print Name: Thomas E. Leddo

Title: Vice President

**SUBLESSEE:**

Powertel/Memphis, Inc.,
a Delaware corporation

By: _____

Print Name: Jared Ledet

Title: Director-Regional Development South Region

## SUBLESSOR ACKNOWLEDGEMENT

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

On Sept 30, 20 10, 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
COMM. #1861483
Notary Public - California
San Diego County
My Comm. Expires Aug. 16, 2013
NRO1 NRO1

(Seal)

## SUBLESSEE ACKNOWLEDGEMENT

STATE OF TEXAS )

COUNTY OF COLLIN )

On October 8, 20 10 before me,
Brook L. Bascom, Notary Public personally appeared **Jared Ledet,** 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.

WITNESS my hand and official seal.

Signature _____

BROOK L. BASCOM
Notary Public, State of Texas
My Commission Expires
October 24, 2012

(Seal)

My commission expires:
10/24/12

9ME0338A

MT-7 MOS

# EXHIBIT A

## LEGAL DESCRIPTION

Street Address: 5848 Getwell Road, Southaven, MS 38672

Parcel #: 207203000 0000400

Legal Description:

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

A part or parcel of the Northwest Quarter of the Northwest Quarter of Section 3, Township 2 South, Range 7 West, DeSoto County, Mississippi and being more particularly described as follows:

BEGIN at a concrete right-of-way marker located on the East right-of-way line of Getwell Road (DeSoto County Road Project No. SAP-17(46), said marker being located 845.2 feet South and 53.0 feet East of the Northwest corner of said Section 3, Township 2 South, Range 7 West; from said point of beginning run thence North along said right-of-way line for a distance of 125.00 feet to a point; run thence East for a distance of 522.72 feet to a point; run thence South for a distance of 125.00 feet to a point; run thence West for a distance of 522.72 feet to the point of beginning of the herein described parcel containing 1.5 acres more or less.