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**Return to:**  
Rich Busch  
Busch Law Firm PLLC  
5400 Carillon Point  
5000 Building, 4<sup>th</sup> Floor  
Kirkland, WA 98033

**MEMORANDUM OF LEASE**

Grantor: South Central Enterprises, LLC  
Grantee: New Cingular Wireless PCS, LLC, a Delaware limited liability company  
True Consideration Paid: Does not apply.  
Address for Tax Mailings: Does not apply.  
Site Number: KF04 Site Name: Klamath Falls North  
State: Oregon County: Klamath

This Memorandum of Lease is entered into on this 25<sup>th</sup> day of February, 2009, by and between South Central Enterprises, a LLC, having a mailing address of 45 NW PARK PL, Bend, OR 97701 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 25<sup>th</sup> day of February, 2009, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease 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 Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

**"LANDLORD"**

South Central Enterprises, LLC

By: *Lillian Quinn*  
Print Name: *Lillian Quinn*  
Its: *Member*  
Date: *2/3/09*

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: *[Signature]*  
E. Don MacLeod  
Executive Director

Date: *2-25-09*

Prepared by:  
*Josh Hawes*  
*Ryka Communications*  
*10015 Lake City Way NE, Suite 435*  
*Seattle, WA 98125*

Unofficial Copy

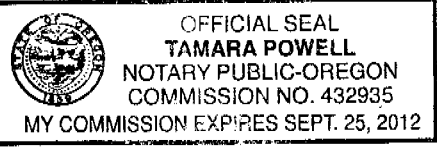
**LANDLORD ACKNOWLEDGMENT**

**INDIVIDUAL CAPACITY**

STATE OF OREGON            )  
  )  
COUNTY OF Deschutes    )    SS.

This instrument was acknowledged before me on February 3, 2009 by  
Lillian Quinn

DATED: 2/3/9


<p>Notary Seal</p> 	<p><u>Tamara Powell</u> (Signature of Notary) <u>Tamara Powell</u> (Legibly Print or Stamp Name of Notary) Notary Public in and for the State of Oregon My appointment expires: <u>9/25/12</u></p>
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**REPRESENTATIVE CAPACITY**

STATE OF OREGON            )  
  )  
COUNTY OF Deschutes    )    SS.

This instrument was acknowledged before me on February 3, 2009 by  
Lillian Quinn as Landlord of property

DATED: 2/3/9

<p>Notary Seal</p> 	<p><u>Tamara Powell</u> (Signature of Notary) <u>Tamara Powell</u> (Legibly Print or Stamp Name of Notary) Notary Public in and for the State of Oregon My appointment expires: <u>9/25/12</u></p>
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**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

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to the Memorandum of Lease dated Rev 25th, 2009, by and between South Central Enterprises, LLC, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Landlord owns certain property with an address of 2701 Clover Street, Klamath Falls, OR 97601 hereinafter identified as the "Property", legally described as follows:

**LEGAL DESCRIPTION**

That portion of the SE1/4 NW1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying North and West of Tract 1163, CAMPUS VIEW, described as follows:

Beginning at a 1 1/4 inch axle which is the Northwest corner of the SE1/4 of the NW1/4 of said Section 20; thence South 89° 09' 56" East 371.47 feet to a 6 by 6 inch concrete monument with metal cap which is the Southwest corner of the Oregon Institute of Technology Campus as the same appears on Record Survey No. 708 in the office of the County Surveyor of Klamath County, Oregon; thence South 89° 10' 29" East on the South line of said Oregon Institute of Technology Campus boundary 347.94 feet to a 5/8 inch iron pin; thence South 02° 42' 18" West 373.88 feet to a 5/8 inch iron pin; thence Northwesterly 217.28 feet along the arc of a curve to the right through a central angle of 07° 59' 24" and a radius of 1,588.11 feet from a tangent bearing of North 68° 59' 23" West to a 5/8 inch iron pin; thence South 29° 00' 01" West 60.00 feet to a 5/8 inch iron pin; thence Southeasterly 30.81 feet along the arc of a curve to the right through a central angle of 88° 15' 03" and a radius of 20.00 feet, tangent to a bearing of South 16° 52' 28" East the chord of which bears South 16° 52' 28" East 27.85 feet, to a 5/8 inch iron pin; thence Southerly 53.85 feet on the arc of a curve to the left, through a central angle of 24° 37' 25" and a radius of 125.29 feet, the chord of which bears South 14° 56' 21" West 53.43 feet to a 5/8 inch iron pin; thence South 02° 37' 39" West 40.00 feet to a 5/8 inch iron pin; thence North 87° 22' 21" West 200.00 feet to a 5/8 inch iron pin; thence South 02° 37' 39" West 58.03 feet to a 5/8 inch iron pin; thence North 89° 13' 34" West 272.76 feet to a 5/8 inch iron pin and the North-South centerline of the NW1/4 of said Section 20; thence North 00° 46' 26" East on the North-South centerline of Section 20, 508.00 feet to the Northwest corner of the SE1/4 of the NW1/4 of Section 20 and the point of beginning.

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 2 of 2

(Leased Area and Site Access)

Tenant leases a portion of the Property identified as the "Premises." The Premises are described and/or depicted as follows:

