

2011-004733

Klamath County, Oregon



00100344201100047330140140

04/13/2011 10:39:38 AM

Fee: \$102.00

RECORDING COVER SHEET

PER ORS 205.234

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DOES NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

AFTER RECORDING RETURN TO:

Name and address of the person authorized to receive the instrument after recording, as required by ORS 205.180(4) and ORS 205.238

Raymond Moore

TowerCo

5000 Valleystone Dr., Cary, NC 27519

1. **NAME(S) OF THE TRANSACTION(S)**, described in the attached instrument and required by ORS 205.234(A)
NOTE: Transaction as defined by ORS 205.010 "means any action required or permitted by state law or rule federal law or regulation to be recorded including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property".

Memorandum of Rescission

2. **Grantor(s)** as described in ORS 205.160.

Washington Oregon Wireless Properties, LLC

3. **Grantee(s)** as described in ORS 205.160.

TowerCo II LLC

4. **TRUE AND ACTUAL CONSIDERATION PAID** for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.

N/A

5. **UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:**
for instruments conveying or contracting to convey fee title to any real estate reference ORS 93.260.

6391 Sprint Parkway, MS KSOPHT010-Z2650, Overland Park, KS 66251-2650

Prepared by and after recording return to:
Matthew S. Massarelli, Esq.
TowerCo II LLC
5000 Valleystone Drive
Cary, NC 27519

Please cross reference Assignment of Lease Agreement
recorded as Instrument Number 2008-011840.

MEMORANDUM OF RESCISSION

THIS MEMORANDUM OF RESCISSION ("Memorandum") is made and entered into as of this 31st day of MARCH, 2011 ("Effective Date"), by and among Washington Oregon Wireless Properties, LLC, a Delaware limited liability company, having an address at 6391 Sprint Parkway, Mailstop KSOPHT010-Z2650, Overland Park, Kansas 66251-2650 ("Sprint"), and TowerCo II LLC, a Delaware limited liability company, having an address at 5000 Valleystone Drive, Cary, North Carolina 27519 ("TowerCo").

Preliminary Statement:

Sprint and TowerCo are parties to a certain Assignment of Lease Agreement dated as of July 24, 2008 and recorded August 21, 2008, as Instrument Number 2008-011840 in the Official Records of Klamath County, Oregon (as amended, modified and supplemented from time to time, the "Assignment"), a copy of which is attached hereto as Annex "A", which Assignment contemplated Sprint assigning all its right, title and interest in and to the Lease (as defined in the Assignment) to TowerCo. The land demised under the Lease is further described in Exhibit "B" to the Assignment (as so described, the "Real Property").

Pursuant to a certain Rescission Agreement dated as of March 31, 2011 (as amended, modified and supplemented from time to time, the "Rescission Agreement"), by and among Sprint and TowerCo, the parties have rescinded the transactions contemplated by the Assignment.

Sprint and TowerCo seek to enter into and record this Memorandum to give constructive notice that the transactions contemplated by the Assignment have been rescinded.

In consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sprint and TowerCo hereby agree as follows:

1. RESCISSION. Sprint and TowerCo hereby acknowledge that the Assignment and the transactions contemplated thereby have been rescinded and Washington Oregon Wireless Properties, LLC, a Delaware limited liability company, is the owner of the leasehold estate created by the Lease.

2. NOTICE. This Memorandum is executed for the purpose of evidencing the Rescission Agreement and providing constructive notice of the rescission of the Assignment provided for in the Rescission Agreement. This Memorandum will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

3. GOVERNING LAW. This Memorandum and its validity, construction and performance will be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to principles of conflicts of laws, except to the extent mandatorily governed by the laws of the state in which the Real Property is located.

4. COUNTERPARTS. This Memorandum may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

5. AMENDMENT. This Memorandum may not be amended, waived or otherwise modified except by a written instrument signed by the parties hereto.

THIS MEMORANDUM OF RESCISSION has been executed by the parties as of the Effective Date.

[Signature pages follow]

Witnesses:

Washington Oregon Wireless Properties,
LLC, a Delaware limited liability company

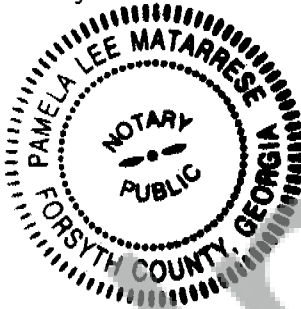
Reginald A. Mather
Print Name: Reginald A. Mather

By: John Beaudoin
Print Name: John Beaudoin
Title: Assistant Secretary

Walt Weimar
Print Name: WALT WEIMAR

State of GEORGIA
County of WINNETT

The foregoing instrument was acknowledged before me this 31st day of MARCH 2011, by John Beaudoin, a(n) assistant secretary of Washington Oregon Wireless Properties, LLC, a Delaware limited liability company, on behalf of the company. The above-named individual is personally known to me or has produced a driver's license or passport as identification.



Pamela Lee Matarrese
Notary Public
Print Name: Pamela Lee Matarrese
My Commission Expires: 9/20/2013

TowerCo II LLC
a Delaware limited liability company

[Signature]
Print Name: Deborah Campbell

[Signature]
Print Name: Melissa Yang

By: [Signature]
Name: Daniel Hunt
Title: Vice President and CFO

State of North Carolina
County of Wake

The foregoing instrument was acknowledged before me this 28th day of February, 2011, by Daniel Hunt, the Vice President and CFO of TowerCo II LLC, a Delaware limited liability company, on behalf of the company. The above-named individual is personally known to me or has produced a driver's license or passport as identification.



[Signature]
Notary Public
Print Name: Kristen Elise Fienberg
My Commission Expires: MY COMMISSION EXPIRES 4/16/2011

EXHIBIT A

Assignment

Attached

Unofficial
Copy

2008-011840

Klamath County, Oregon



00051889200800118400080085

08/21/2008 09:14:08 AM

Fee: \$56.00

ASSIGNMENT OF LEASE AGREEMENT

Prepared by, and
Return Document and
Future Tax Statements to:

Matthew Massarelli,
TowerCo II LLC
112 Towerview Court
Cary, NC 27513
Attn: Legal

Property Information: County of Klamath, State of Oregon

Site ID: **PO05WO399-E K-Falls Hilltop**

ASSIGNMENT OF LEASE

This Assignment of Lease ("Assignment") is made and entered into effective as of the 24 day of July, 2008, ("Transfer Date") by and between **Washington Oregon Wireless Properties, LLC, a Delaware limited liability company** with an address at Mailstop: KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, KS 66251-2650 ("Assignor"), and **TowerCo II LLC a Delaware limited liability company** with an address at 112 Towerview Court, Cary, North Carolina 27513 ("Assignee").

RECITALS

WHEREAS, Assignor is a party to that certain Site Agreement dated April 11, 2007 ("Lease") by and between David D. Wilson and Judith A. Wilson, as Tenants in Common, as Lessor ("Lessor"), and Assignor as Lessee; as evidenced by a Memorandum of Agreement recorded as 2007-007550 of the official records of Klamath County, Oregon.

WHEREAS, pursuant to the Lease, Assignor has certain rights, title and interest in and to a portion of a certain parcel of land in Klamath County, Oregon (the "Premises"), as further described on Exhibit B attached hereto, for the construction, maintenance and operation of a communications facility thereon;

WHEREAS, the Premises are a portion of that certain real property described on Exhibit A attached hereto (the "Parent Parcel"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume all of Assignor's rights, title and interest in and to the Lease and the Premises.

ASSIGNMENT

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.
2. Incorporation of Exhibits. The Premises are more particularly described on Exhibit B hereto which is incorporated by this reference together with Exhibit A.
3. Assignment and Assumption. Assignor does hereby assign, transfer, set over, and deliver to Assignee, all of Assignor's rights, title and interests in and to the Lease and Premises, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Lease and the Premises, including the Tenant Leases on Exhibit C, if any. Assignee does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the lessee or tenant under the Lease, and all the terms and conditions of all related easements and ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Lease and the Premises, and which arise, are incurred, or are required to be performed from and after the date of this Assignment, including those within the Tenant Leases on Exhibit C, if any. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignor prior to the Transfer Date. Assignee shall indemnify, defend and hold harmless Assignor, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever, that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignee from the Transfer Date forward.
4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.

5. Default. Assignor represents and warrants unto Assignee that as of the Transfer Date, Assignor is not in default under the Lease, and all of the rents payable by Assignor, if any, under the Lease have been duly paid and acknowledged.

6. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Washington without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Lease is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession), the laws of the state in which the real property is located shall govern.

8. Successors and Assigns. The terms and conditions of this Assignment shall run with the Premises and shall be binding on and inure to the benefit of the successors and permitted assigns of the respective parties.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

ASSIGNOR:

WASHINGTON OREGON WIRELESS PROPERTIES, LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

Address of Assignor:

Mailstop: KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

ASSIGNEE:

TOWERCO^{II} LLC a Delaware limited liability company

By: _____

Name: _____

Its: _____

Address of Assignee:

112 Towerview Court
Cary, North Carolina 27513

State of Georgia)
) ss:
County of Gwinnet)

On July 10, 2008, before me, the undersigned officer, personally appeared: John E. Braxton, with an address of Mailstop: KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, KS 66251-2650 personally known to me to be the Manager of Washington Oregon Wireless, LLC, a Delaware limited liability corporation/company, (hereinafter, the "Corporation") and that as such officer, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation in his authorized capacity as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:



Tawana Beverly
Notary Public
My commission expires: March 20, 2012

State of North Carolina)
) ss:
County of Wake)

On July 24, 2008, before me, the undersigned officer, personally appeared DANIEL HUNT with an address of 112 Towerview Court, Cary, NC 27513, personally known to me to be the VP & CFO of TowerCo, LLC, a Delaware limited liability company (hereinafter, the "Corporation") and that as such officer, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation in his authorized capacity as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:

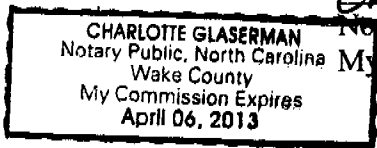
Charlotte Glaserman
Notary Public
My commission expires: _____


EXHIBIT A

DESCRIPTION OF PARENT PARCEL

Insert Legal Description:

Tax Lot #1300

(Tower Location)

The SW1/4 of Section 34, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, SAVING AND EXCEPTING the Westerly 467 feet thereof, and EXCEPTING THEREFROM the following described 3 parcels:

PARCEL 1

Beginning at a point on the South line of said Section 34, said point lying South 89° 13' 52" East a distance of 467.00 feet from the Southwest corner thereof, said point also lying on the centerline of the existing County Road; thence North 0° 40' 15" East a distance of 2646.67 feet, to a point on the North line of said SW1/4; thence South 89° 17' 31" East along the North line thereof, a distance of 999.50 feet; thence South 0° 40' 36" West, a distance of 1044.81 feet; thence South 89° 18' 43" East, a distance of 510.50 feet; thence South 0° 40' 05" West, a distance of 1603.65 feet, to a point on the South line of said Section 34 and the centerline of said County road; thence North 89° 13' 52" West, along said line a distance of 1510.00 feet to the point of beginning.

PARCEL 2

Commencing at the section corner common to Sections 33 and 34 of Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and Sections 3 and 4 of Township 40 South, Range 9 East of the Willamette Meridian, and running thence North 89° 54' 05" East along the South line of said Section 34, 1977.00 feet to a point; thence North 0° 05' 25" West 30.00 feet to the true point of beginning, said true point of beginning being on the Northerly right of way line of Midland Road; from said true point of beginning being on the Northerly right of way line of Midland Road; thence North 0° 05' 25" West 1400.00 feet to a point; thence South 37° 36' 30" East 542.20 feet to a point; thence South 0° 04' 55" East 970.00 feet to a point on the Northerly right-of-way line of said Midland Road; thence South 89° 54' 05" West along said right-of-way line, 330.00 feet to the true point of beginning.

PARCEL 3

That portion of the SE1/4 SW1/4 of Section 34, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point on the South line of said Section 34, said point being South 89° 13' 52" East 2307 feet from the SW corner of said Section 34; thence North 0° 05' 25" West 30.00 feet to the True Point of Beginning, said true point of beginning being on the Northerly right of way line of Midland Road and being the SE corner of Parcel 2 described above; thence North 00° 00' 30" West 1172.14 feet to a point; thence South 63° 34' East 83.60 feet to a point; thence South 75° 19' West to the East line of said SE1/4 SW1/4; thence South along said East line to the North right of way line of Midland Road; thence West 350 feet, more or less, along said North right of way line of Midland Road to the True Point of Beginning.

EXHIBIT B

DESCRIPTION OF LEASE PARCEL

See Attached.

Unofficial
Copy

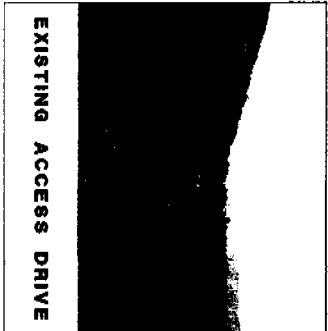
[illegible]

EXHIBIT C

TENANT LEASES

None.

Unofficial
Copy