

mtc 96038

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)

Black Dot Capital & Real Estate Group)
27271 Las Ramblas, Suite 200)
Mission Viejo, CA 92691)
Attn: Howard Forgey)
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2013-003220
Klamath County, Oregon
03/26/2013 02:30:55 PM
Fee: \$67.00

Space above for Recorder's Use

MEMORANDUM OF LEASE PURCHASE AND EASEMENT AGREEMENT

This Memorandum of Lease Purchase and Easement Agreement (this "Memorandum") is made as of March 25, 2013 between KBQ, LLC, an Oregon limited liability company ("Landlord"), and CF Black Dot LLC, a Delaware limited liability company ("CFBD").

A. Landlord and CFBD are parties to a Lease Purchase and Easement Agreement, dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned its right, title and interest in and to the lease described on **Schedule A** attached hereto (the "Lease") with respect to the premises therein described (the "Premises") granted an easement (the "Easement") in, on and under the Property (defined below and described on **Schedule B** attached hereto) and agreed to execute a "Replacement Lease" in the event that the Lease expires or is terminated.

B. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of CFBD's rights under the Agreement including the Easement granted therein.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

1. Landlord has granted and hereby does grant an Easement to CFBD in, under and across certain real property and improvements owned by Landlord of which the Premises are a part (the "Property"), including the Premises, for ingress, egress, utilities and access to the Premises adequate to allow ingress and egress to the Premises and to install and maintain utilities that include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the antenna and telecommunications equipment then existing on the Premises.

2. Landlord has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to CFBD, on the terms and subject to the conditions set forth in the Agreement. Landlord has retained all of Landlord's obligations and liabilities under the Lease. The Lease expires by its terms on or about May 31, 2031.

3. Landlord has leased and hereby does lease the Premises to CFBD, on the terms and subject to the conditions set forth in the Agreement. The Replacement Lease is for a term commencing upon the expiration or termination of the Lease and ending on March 25, 2063.

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The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by CFBD at the address of CFBD above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.

Landlord:

KBQ, LLC,
an Oregon limited liability company

By: 

Name:

ROBERT QUINN

Its:

managing member

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

On March 14, 2013, before me, Margaret S Moore, personally appeared Robert Quinn, personally known to me (or 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/she/they 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.

Margaret S Moore
Signature of Notary Public

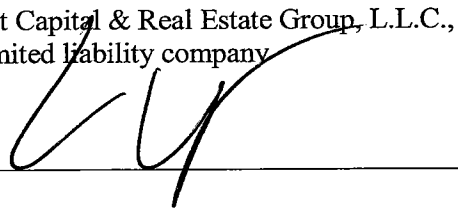


CFBD:

CF Black Dot, LLC,
a Delaware limited liability company

By: CF Black Dot Holdco LLC,
a Delaware limited liability company
Its: Member

By: Black Dot Capital & Real Estate Group, L.L.C.,
a Delaware limited liability company
Its: Member

By:  _____

Name: Marc Anthony
Title: Manager

-ACKNOWLEDGMENT


STATE OF CALIFORNIA)

COUNTY OF ORANGE)

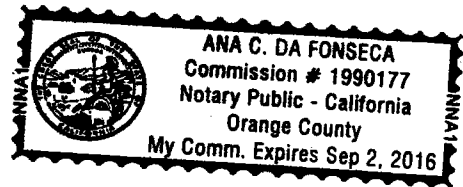
On 3/12/13 before me, Ana C. Da Fonseca, the undersigned, a Notary Public in and for said State, personally appeared Marc Anthony, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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.

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 

Name Ana C Da Fonseca
(typed or printed)



(Seal)

SCHEDULE A
to
MEMORANDUM OF LEASE PURCHASE AND EASEMENT AGREEMENT

LEASE DESCRIPTION

Land Lease Agreement dated March 1, 2006, by and between South Central Enterprises, LLC, an Oregon limited liability company, as Landlord, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, as Tenant, concerning the Premises that are a portion of the Property located at 2701 Clover Street, Klamath Falls, OR 97601, for the purpose of installing, operating and maintaining a communications facility and other improvements.

SCHEDULE B
to
MEMORANDUM OF LEASE PURCHASE AND EASEMENT AGREEMENT

LEGAL DESCRIPTION

Parcel 2 of Land Partition 3-12, located in the Southeast one-quarter of the Northwest one-quarter of Section 20, Township 38 South, Range 9 East, Willamette Meridian, filed June 18, 2012 in Volume 2012-006593, Microfilm Records of Klamath County, Oregon.