

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Patricia Barnaby, Esq.
ATC Site No: 416435
ATC Site Name: Moore Hill OR
Assessor's Parcel No:

State of Oregon
County of Klamath

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 22 day of Dec, 2015 by and between **LD ACQUISITION COMPANY 8 LLC**, a Delaware limited liability company, ("**Landlord**") and **Verizon Wireless (VAW) LLC d//b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the holder of a perpetual easement affecting that certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated August 22, 2011 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be December 31, 2106. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

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4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: c/o Landmark Dividend, Attn: Servicing, P.O. Box 3429, El Segundo, CA 90245; To Tenant at: Verizon Wireless (VAW) LLC, 180 Washington Valley Road, Bedminster, NJ 07921, Attn. Network Real Estate; and also with copy to: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. The inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
6. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
7. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

LANDLORD

WITNESS

LD ACQUISITION COMPANY 8 LLC,
a Delaware limited liability company

Signature: [Signature]
Print Name: Dan Parsons
Title: Executive Vice President of Operations
Date: 12/14/15
Approved as to form h

Signature: [Signature]
Print Name: Jennifer Pouliot
Signature: [Signature]
Print Name: VIRGINIA DELA CRUZ-GITAN

Landmark Dividend LLC Legal Department

ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 12/14/2015, before me, Jennifer Pouliot ^{Notary} _{Public}, personally appeared Dan Parsons, 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]
Signature of officer Notary



[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

WITNESS

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: [Signature]
Print Name: Edward P. Maggio, Jr.
Title: Senior Counsel, US Tower
Date: 12/22/15

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 22nd day of December, 2015, before me, the undersigned Notary Public, personally appeared Edward P. Maggio, Jr., 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Nicole C. Montgomery
Notary Public
Print Name: _____
My commission expires: 4/22/2016

[SEAL]



NICOLE C. MONTGOMERY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 22, 2016

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Owner's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

PARCEL 1:

A parcel of land lying in the Southeast quarter of the Northeast quarter of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the Southeast corner of said Section 36, that point bears South 01°04'29" West 5289.55 feet from the Northeast corner of said Section 36; thence North 08°17'00" West 3412.46 feet to the TRUE POINT OF BEGINNING of this description; thence North 39°21'32" East 167.07 feet; thence North 80°38'28" West 167.07 feet; thence South 20°38'28" West 167.07 feet to the true point of beginning, said point being South 17°10'28" West 2000.99 feet from the Northeast corner of said Section 36. Basis of bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

PARCEL 2:

A 30.00 foot wide access easement located over an existing gravel road, lying in the East half of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon and lying 15.00 feet on each side of the following described centerline:

Commencing at the Northwest corner of Lot 134, Tract 1461-THE WOODLANDS-PHASE 3, a duly recorded subdivision on file at the Klamath County Surveyors Office, that point being North 44°11'58" West 2973.25 feet from the Southeast corner of said Section 36; thence along the boundary of Tract 1461-THE WOODLANDS-PHASE 3, South 64°16'03" West 21.00 feet to the centerline of Orange Blossom Drive and the TRUE POINT OF BEGINNING of this description; thence North 31°00'13" West 71.92 feet; thence North 00°31'01" West 59.20 feet; thence North 45°31'37" East 164.65 feet; thence North 46°04'14" East 41.18 feet; thence North 45°20'57" East 138.16 feet; thence North 55°58'40" East 148.94 feet; thence North 83°09'21" East 66.68 feet; thence South 70°17'03" East 237.81 feet; thence South 71°53'21" East 220.89 feet; thence South 62°30'33" East 406.94 feet; thence South 55°36'27" East 169.76 feet; thence South 51°26'21" East 275.59 feet; thence South 42°52'22" East 293.30 feet; thence South 37°43'30" East 184.53 feet; thence South 75°19'43" East 26.61 feet; thence North 27°50'57" East 43.08 feet; thence North 03°02'37" West 297.29 feet; thence North 06°37'53" West 171.07 feet; thence North 03°05'35" West 117.55 feet; thence North 08°34'11" East 56.37 feet; thence North 28°55'12" East 110.25 feet; thence North 15°13'53" East 91.45 feet; thence North 12°53'59" East 400.35 feet; thence North 07°03'53" East 169.53 feet; thence South 86°19'22" West 106.97 feet; thence North 77°44'14" West 49.41 feet; thence North 64°22'57" West 134.76 feet; thence North 57°20'33" West 33.35 feet; thence North 46°32'39" West 46.89 feet; thence North 36°52'30" West 256.25 feet; thence North 35°50'21" West 31.99 feet; thence North 35°38'20" East 61.37 feet to a point on the boundary of the Wynne Broadcasting Lease Area, said point being South 17°57'03" West 1966.82 feet from the Northeast corner of said Section 36, with sidelines extended or shortened to terminate on the beginning and ending lines. Basis of bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

EXHIBIT A (continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

A parcel of land lying in the southeast quarter of the northeast quarter of Section 36, Township 38 South, Range 8 East, W.M., Klamath County, Oregon, more particularly described as follows:

Commencing at the southeast corner of said Section 36, that point being S 01°04'29"W, 5289.55 feet from the northeast corner of said Section 36; thence N 10°29'55" W , 3596.28 feet to the True Point of Beginning of this description; thence N 01°31'01" E, 54.17 feet; thence N 88°55'18" W, 90.29 feet; thence S 01°08'10" W, 55.18 feet; thence S 89°33'58" E, 89.94 feet to the true point of beginning, said point being S 23°17'34" W, 1908.05 feet from the northeast corner of said Section 36.

Containing 0.11 acres, more or less.

Basis of Bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

ACCESS AND UTILITIES

The access and utilities easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

A 30.00 foot wide access easement, located over an existing gravel road, lying in the east half of Section 36, Township 38 South, Range 8 East, W.M., Klamath County, Oregon, and lying 15.00 feet on each side of the following described centerline:

Commencing at the Northwest corner of Lot 134, Tract 1461 - The Woodlands - Phase 3, a duly recorded subdivision on file at the Klamath County Surveyors Office, that point being N 44°11'58"W, 2973.25 feet from the Southeast corner of said Section 36; thence along the boundary of Tract 1461 - The Woodlands - Phase 3, S 64°16'03" W , 21.00 feet to the centerline of Orange Blossom Drive and the True Point of Beginning of this description; thence N 31°00'13" W, 71.92 feet; thence N 00°31'01" W, 59.20 feet; thence N 45°31'37" E, 164.65 feet; thence N 46°04'14" E, 41.18 feet; thence N 45°20'57" E, 138.16 feet; thence N 55°58'40" E, 148.94 feet; thence N 83°09'21" E, 66.68 feet; thence S 70°17'03" E, 237.81 feet; thence S 71°53'21" E, 220.89 feet; thence S 62°30'33" E, 406.94 feet; thence S 55°36'27" E, 169.76 feet; thence S 51°26'21" E, 275.59 feet; thence S 42°52'22" E, 293.30 feet; thence S 37°43'30" E, 184.53 feet; thence S 75°19'43" E, 26.61 feet; thence N 27°50'57" E, 43.08 feet; thence N 03°02'37" W, 297.29 feet; thence N 06°37'53" W, 171.07 feet; thence N 03°05'35" W, 117.55 feet; thence N 08°34'11" E, 56.37 feet; thence N 28°55'12" E, 110.25 feet; thence N 15°13'53" E, 91.45 feet; thence N 12°53'59" E, 400.35 feet; thence N 07°03'53" E, 169.53 feet; thence S 86°19'22" W, 106.97 feet; thence N 77°44'14" W, 49.41 feet; thence N 64°22'57" W, 134.76 feet; thence N 57°20'33" W, 33.35 feet; thence N 46°32'39" W, 46.89 feet; thence N 36°52'30" W, 256.25 feet; thence N 35°50'21" W, 111.10 feet; thence N 50°41'59" W, 141.65 feet; thence N 00°30'30" E, 14.72 feet to a point on the boundary of the RCC Holdings Lease Area, said point being S 24°28'31" W, 1925.21 feet from the Northeast corner of said Section 36, with sidelines extended or shortened to terminate on the beginning and ending lines.

Basis of Bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

This instrument is being filed as an accommodation only. It has not been examined as to its execution, insurability or affect on title.

Site No: 416435
Site Name: Moore Hill OR
LD Site: TC110567