2016-001610

Klamath County, Oregon 02/19/2016 10:37:56 AM

Fee: \$127.00

RECORDING COVER SHEET (Please Print or Type) this cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

ore management.	
AFTER RECORDING RETURN TO:	
Anthony V. Rosa, Esq./Land Mgmt.	·
ATC Sequoia LLC	THIS SPACE RESERVED FOR USE BY
10 Presidential Way	THE COUNTY RECORDING OFFICE
Woburn, MA 01801	
SEND TAX STATEMENTS TO:	
1	************************
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	,
TITLE (E) OF THE TRANSACTION (E) ORG 201 224(-)	·
TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a) Memorandum of Lease	
Memoralidum of Lease	
ORS 205.125(1) (b) and 205.160 Verizon Wireless (VAW) LLC, a Delawar	re limited liability company, d/b/a Verizon
Wireless	
INDIRECT PARTY(S) (i.e., DEEDS: Buyer/Grantee; MOR DRS 205.125(1) (a) and 205.160 ATC Sequoia LLC, a Delaware limited liabi	
TRUE AND ACTUAL CONSIDERATION— (Amount in dol	llars or other) ORS 93.030(5)
5	
JUDGMENT AMOUNT— (obligation imposed by the o	
if this instrument is being Re-Recorded, complete th	
ORS 205.244:	
"RERECORDED AT THE REQUEST OF	
TO CORRECT	
PREVIOUSLY RECORDED IN BOOK/PAGE/FEE NUMBE	ER

Space Above Line Reserved For Recorder's Use

Prepared by

Anthony V. Rosa, Esq. /Land Management ATC Sequoia LLC 10 Presidential Way Woburn, MA 01801

Parcel ID# R888305

After recording return to:
Linear Title & Closing
127 John Clarke Rd
Middletown, RI 02842
Leather Report
(401) 608-1254

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is entered into on this 25 day of January, 2016 by and between Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless, with an office at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey (hereinafter referred to as "LESSOR"), and ATC Sequoia LLC, a Delaware limited liability company, with an office at 10 Presidential Way, Woburn, MA (hereinafter referred to as "LESSEE").

1. LESSOR, LESSEE, Verizon Communications Inc., a Delaware corporation, as guarantor, and the other Verizon Lessors entered into a Master Prepaid Lease ("MPL") with an effective date of March 27, 2015, for the purpose of LESSEE Universed lease.

- managing, operating and maintaining the site legally described in Attachment 1 annexed hereto (the "Site"). All of the foregoing is set forth in the MPL.
- 2. The term of the MPL as to the Site commences on March 27, 2015 and ends on March 26, 2043, unless earlier terminated in accordance with the MPL.
- 3. LESSOR has granted LESSEE a limited power of attorney (the "Limited Power of Attorney"), to, among other things, prepare, negotiate, execute, deliver, record and/or file documents on behalf of LESSOR, all as more particularly described in the Limited Power of Attorney, a copy of which is attached hereto as Attachment 2 and incorporated herein by this reference.

Capitalized terms used and not defined herein have the respective meanings ascribed to them in the MPL.

This Memorandum may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

The duplicate original copies of the MPL are held at LESSOR'S and LESSEE'S addresses set forth above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

LESSOR:	LESSEE:
By ATC Sequoia LLC	ATC Sequoia LLC
As Attorney in Fact for	•
Verizon Wireless (VAW) LLC	
d/b/a Verizon Wireless	
By:	Ву:
Shawn Lanier	Edward P. Maggio, Jr.
Title: Vice President, Legal, US Tower	Title: Senior Counsel, US Tower
Date: 1-22-2016	Date: 125/16
WITNESSES:	WITNESSES:
By: Smund Vlangued /	By: AMUNA DENNEUR /
(Signature) Camuna Hamuski (Print)	(Signature) (Print)
By: (Signature)	By: (Signature)
Christina Knobel (Print)	ennetina knoby (Print)

COMMONWEALTH OF MAS	SACHUSETTS)	
) ss.	
COUNTY OF MIDDLESEX) /	
On this 22 of First undersigned notary public, person Sequoia LLC as attorney in fact satisfactory evidence of identificant is signed on the preceding as voluntarily for its stated purp	onally appeared She for Verizon Wirel cation, which was or attached documes.	nawn Lanier, Vi less (VAW) LL personal knowl	ce President, Legal of ATC C proved to me through edge, to be the person whose
Dated:	12016		
LYLE GREENMAN Notary Public Commonwealth of Massachusett My Commission Expires January 8, 2021		expires 1	Elypa (1002)
(Use this space for notary stamp	/seal)		

COMMONWEALTH OF MAS	
COUNTY OF MIDDLESEX) ss.
undersigned notary public, perso Sequoia LLC proved to me thro knowledge, to be the person wh	onally appeared Edward P. Maggio, Jr., Senior Counsel of ATC ough satisfactory evidence of identification, which was personal asse name is signed on the preceding or attached document, and ned it as voluntarily for its stated purpose.
Dated: 2/25/20	016
I.YLE GREENMAN Notary Public Commonwealth of Massachusetts My Commission Expires January 8, 2021	Notary Public Print Name My commission expires 128 1200

(Use this space for notary stamp/seal)

-5-

ATC Site Number: 415452 VZW Site Number: 174962

MEMORANDUM OF LEASE ATTACHMENT 1 LEGAL DESCRIPTION OF LAND

The Lease Area is approximately 3,600 square feet, more or less, located within the following described property:

Government Lots 4, 5, 6, 7, 14, 15, 16 and 17, Section 16, Township 35 South, Range 7 East, of the Willamette Meridian, Klamath County, Oregon, EXCEPTING therefrom that portion lying within State Highway No. 62.

Parcel ID# R888305

For reference see Memorandum of Land Lease Agreement recorded on June 12, 2006, as Document #M06-11855.

MEMORANDUM OF LEASE ATTACHMENT 2 LIMITED POWER OF ATTORNEY

[Limited Power of Attorney to follow]

Attachment LEThib9+ B) LIMITED POWER OF ATTORNEY

March 27, 2015

KNOW ALL PERSONS BY THESE PRESENTS THAT each of the Persons identified on Schedule A attached hereto as a Verizon Company (collectively, the "Companies" and each, a "Company"), does hereby grant ATC Sequoia LLC, a Delaware limited liability company ("Tower Operator"), this Limited Power of Attorney and does hereby make, constitute and appoint Tower Operator, acting through any of its designated officers and agents, as its true and lawful attorney-in-fact, for it and in its name, place and stead

- (i) to prepare, review, negotiate, execute, purchase, take assignment of, deliver, record, and/or file:
- or any waiver, amendment, extension or renewal of and/or to any Ground Lease, any new Ground Lease, any non-disturbance agreement and any other agreement reasonably required to effectuate the extension of the term of possession of any Ground Lease (which may include adding or modifying other terms and provisions of such agreements that Tower Operator, in its reasonable business judgment, determines are desirable or necessary) or any other document relating to or evidencing any Ground Lease or new Ground Lease required for Tower Operator's operation of a Site, that (A) Tower Operator determines in good faith is on commercially reasonable terms, (B) is of a nature and on terms to which Tower Operator would agree (in light of the circumstances and conditions that exist at such time) in the normal course of business if it were the direct lessee under the related Ground Lease rather than a sublessee thereof pursuant to this Agreement, and (C) does not reduce the rights of any Company or Affiliate thereof with respect to the Site or its use of the Site or impose additional obligations on any Company or Affiliate thereof;
- any waiver, amendment, modification, extension or renewal of any Collocation Agreement, any new site supplement or site sublease or any other document relating to any Collocation Agreement; or
- any other document contemplated and permitted by the Master Prepaid Lease or the Management Agreement or necessary to give effect to the intent of the Master Prepaid Lease or the Management Agreement or the transactions contemplated by the Master Prepaid Lease, the Management Agreement or the other Transaction Documents referred to in the Master Prepaid Lease.
- (ii) to prepare, negotiate, execute, deliver and/or submit any applications or requests for Governmental Approvals, including, without limitation with respect to Zoning Laws, related to operating the site or to support the needs of a Tower Subtenant.

All parties dealing with Tower Operator, in its capacity as attorney-in-fact hereunder, in connection with the undersigned parties' affairs as described herein, may fully rely upon the power and authority of Tower Operator, in its capacity as attorney-in-fact hereunder, to act for

the undersigned and on the undersigned parties' behalf and in the undersigned parties' names, and may accept and rely upon the documents and agreements entered into, executed, sent, delivered, recorded, and/or filed by Tower Operator, in its capacity as attorney-in-fact hereunder.

For purposes of this Limited Power of Attorney, the following capitalized terms shall have the following meanings:

"Available Space" means, as to any wireless communications site, the portion of the communications towers or other support structures on the wireless communications sites from time to time and the tracts, pieces or parcels of land constituting such wireless communications site, together with all easements, rights of way and other rights appurtenant thereto not constituting certain space occupied by the Companies that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

"Collocation Agreement" shall mean an agreement, including master leases, between any Company or Tower Operator, on the one hand, and a third party, on the other hand, pursuant to which such Company or Tower Operator, as applicable, rents or licenses to such third party space at any wireless communications site (including space on a communications tower), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

"Governmental Approvals" means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications, determinations and other authorizations to, from or with any Governmental Authority.

"Governmental Authority" means, with respect to the Companies or any wireless communications site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over the Companies or any in any wireless communications site.

"Ground Lease" shall mean the ground lease, sublease, easement, license or other agreement or document pursuant to which any Company holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in any wireless communications site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such wireless communications site), and including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto.

"Law" means any federal, state or local law, statute, common law, rule, code, regulation, ordinance or administrative, judicial, or regulatory injunction, order, decree, judgment, sanction, award or writ of any nature of, or issued by, any Governmental Authority.

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"Management Agreement" shall mean the Management Agreement dated as of March 27, 2015, among Tower Operator, the Companies party thereto and the other parties thereto.

"Master Prepaid Lease" shall mean the Master Prepaid Lease dated as of March 27, 2015, among the Companies party thereto, Verizon Communications Inc., a Delaware corporation, as guarantor, and Tower Operator and the other parties thereto.

"Tower Subtenant" means, as to any wireless communications site, any individual, corporation, limited liability company, partnership, association, trust or any other entity or organization (other than the Companies) that (i) is a "sublessee", "licensee" or "sublicensee" under any Collocation Agreement affecting the right to use the Available Space at such wireless communications site (prior to the effective date of the Master Prepaid Lease); or (ii) subleases, licenses, sublicenses or otherwise acquires from Tower Operator the right to use Available Space at such wireless communications site (from and after the effective date of the Master Prepaid Lease).

"Transaction Documents" means, Memorandum of Agreements, the Master Agreement, the Master Lease Agreement, the Sale Site MLA, the Collateral Agreements and all other documents to be executed by the parties in connection with the consummation of transactions contemplated by the Master Agreement, the Master Lease Agreement, the Sale Site MLA and this Agreement.

"Zoning Laws" means any zoning, land use or similar Laws, including Laws relating to the use or occupancy of any communications towers or property, building codes, development orders, zoning ordinances, historic preservation laws and land use regulations.

Tower Operator hereby agrees to use this Limited Power of Attorney in accordance with and subject to the terms and conditions of the Master Prepaid Lease and the Management Agreement, acknowledges that this Limited Power of Attorney only applies to those wireless communications sites subject to such agreements, agrees that this Limited Power of Attorney is subject to the indemnification provisions of Section 4(b)(v) of the Master Prepaid Lease, and understands and agrees that this Limited Power of Attorney may be revoked and terminated in accordance with Sections 4(b)(iv), 5(d) or 6(c) of the Master Prepaid Lease. The parties acknowledge and agree that, unless earlier revoked and terminated in accordance with such provisions of the Master Prepaid Lease, this Limited Power of Attorney with respect to any particular site shall expire at the end of the term for the applicable wireless communications site as set forth in Section 9(a) of the Master Prepaid Lease.

Each of the Companies hereby acknowledges and agrees that Tower Operator may derive benefit, either directly or indirectly, tangible or intangible, or for full or nominal consideration, from or in connection with the amendments and the closing of the same and hereby expressly agrees that nothing contained in this Limited Power of Attorney instrument shall prohibit or be construed or deemed to prohibit the derivation of such benefit by Tower Operator.

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This Limited Power of Attorney may not be used by Tower Operator to execute on behalf of any Company any of the following:

- any document that provides for the acquisition of a fee simple interest in real property or the purchase of assets by Tower Operator in the name of such Company or any of its affiliates:
- any document that provides for the incurrence of indebtedness for borrowed money in the name of, of any guarantee by, such Company or any of its affiliates, or purports to grant any mortgage, pledge or other security interest on the interest of such Company or any of its affiliates:
- any document that is between or among Tower Operator or any of its affiliates, on the
 one hand, and such Company or any of its affiliates, on the other hand; provided that
 powers of attorney used for recording, in each County and State, all memoranda of lease,
 sublease and management agreements contemplated by the Master Prepaid Lease or any
 other Transaction Document referred to in the Master Prepaid Lease shall be excluded
 from this exception;
- any document that would permit a party to (i) interfere with any Company's or any Company's affiliates' operations or communications equipment at a Site or (ii) interfere with or cause a cessation of any Company's or any Company's affiliates' services at a Site;
- any document the execution or entering in of which is not expressly authorized by the terms of this Limited Power of Attorney; or
- any document that settles or compromises any dispute unrelated to a Ground Lease or any dispute between Tower Operator and any Company or its affiliates related to a Ground Lease.

Each of the Companies and Tower Operator hereby acknowledge and agree that this Limited Power of Attorney may be executed in several 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, even though Companies and Tower Operator are not signatories to the original or the same counterpart. Companies and Tower Operator agree that a photocopy or otherwise electronically reproduction of this Limited Power of Attorney may be relied upon by a third party as an original.

[Signature Page Follows]

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IN WITNESS WHEREOF, each party has caused its name to be subscribed hereto by its duly authorized officer this in day of pec, 2015.

WITNESSES:	COMPANIES:
Name: Nargoret Scalemi Cawla Told Name: CAROLA TODO	ON BEHALF OF EACH OF THE COMPANIES LISTED ON SCHEDULE A By:
STATE OF NEW JERSEY)) ss.:
COUNTY OF SOMERSET)
Notary Public, personally appeared Michae the basis of satisfactory evidence to be the pand this person acknowledged under oath, to	day of April , 2015, before me, the undersigned Haberman personally known to me (or proved to me on person whose name is subscribed to the within instrument) or my satisfaction that: ory of the entities named as Companies in the attached
	chedule A to said instrument;
(b) he is authorized to execute the	ne attached instrument on behalf of the Companies;
(c) he executed the attached inst	rument on behalf of and as the act of the Companies; and
(d) the attached instrument was authorized and voluntary act	signed and made by the Companies as each of their duly
Witness my hand and official seal.	Notary
[NOTARIAL SEAL]	LUANNE DE ROSE NOTARY PUBLIC OF NEW JERSE My Commission Expires: My Commission Expires 4/12/2016

IN WITNESS WHEREOF, each party has caused its name to be subscribed hereto by its duly authorized officer this 20 day of CIPE 2015.

WITNESSES:	TOWER OPERATOR:
Cot Name: Anony V Roce Dalo O lun Name: Pachel Murray	By: Alexante Name: Edmund DiSanto Title: Executive Vice President, General Counsel & Chief Administrative Officer
COMMONWEALTH OF MASSACHUSE	ETTS)
COUNTY OF SUFFOLK) ss.:)
Notary Public, personally appeared Edmu	day of <u>Opel</u> , 2015, before me, the undersigned and DiSanto, personally known to me (or proved to me the person whose name is subscribed to the within under oath, to my satisfaction that:
* *	President, General Counsel & Chief Administrative rized to sign on behalf of the entity named as Tower trument;
(b) he is authorized to execu Operator;	te the attached instrument on behalf of the Tower
(c) he executed the attached i Operator; and	instrument on behalf of and as the act of the Tower
(d) the attached instrument valuation authorized and voluntary ac	was signed and made by Tower Operator a duly
Witness my hand and official seal.	Chull Mr. Notary

[Signature Page to Power of Attorney]

[NOTARIAL SEAL]

CHRISTINE M. BRENNAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires July 10, 2020

Schedule A

COMPANIES

Allentown SMSA Limited Partnership Alltel Central Arkansas Cellular Limited Partnership

Alltel Communications of Arkansas RSA #12

Cellular Limited Partnership

Alltel Communications of LaCrosse Limited

Partnership

Alltel Communications of Mississippi RSA #2,

Inc.

Alltel Communications of North Carolina

Limited Partnership

Alltel Communications of Nebraska LLC

Alltel Communications of Saginaw MSA

Limited Partnership

Alltel Communications Southwest Holdings,

Inc.

Alltel Communications Wireless of Louisiana,

Inc.

Alltel Communications Wireless, Inc.

Alltel Communications, LLC

Alltel Northern Arkansas RSA Limited

Partnership

Anderson CellTelCo

Athens Cellular, Inc.

Bell Atlantic Mobile of Massachusetts

Corporation, Ltd.

Bell Atlantic Mobile of Rochester, L.P.

Binghamton MSA Limited Partnership

Bismarck MSA Limited Partnership

California RSA No. 4 Limited Partnership

California RSA No. 3 Limited Partnership

Cellco Partnership

Cellular Inc. Network Corporation

Charleston-North Charleston MSA Limited

Partnership

Chicago SMSA Limited Partnership

Colorado 7-Saguache Limited Partnership

Colorado RSA No. 3 Limited Partnership

Dallas MTA, L.P.

Danville Cellular Telephone Company Limited

Partnership

Dubuque MSA Limited Partnership

Duluth MSA Limited Partnership

Fayetteville MSA Limited Partnership Fresno MSA Limited Partnership Gadsden CellTelCo Partnership Gila River Cellular General Partnership Gold Creek Cellular of Montana Limited Partnership GTE Mobilnet of California Limited Partnership. GTE Mobilnet of Fort Wayne Limited Partnership GTE Mobilnet of Indiana Limited Partnership GTE Mobilnet of Indiana RSA #3 Limited Partnership GTE Mobilnet of Santa Barbara Limited Partnership GTE Mobilnet of South Texas Limited Partnership GTE Mobilnet of Terre Haute Limited Partnership GTE Mobilnet of Texas RSA #17 Limited Partnership GTE Wireless of the Midwest Incorporated GTE Mobilnet of Florence, Alabama Incorporated Idaho 6-Clark Limited Partnership Idaho RSA No. 2 Limited Partnership Idaho RSA 3 Limited Partnership Illinois RSA 1 Limited Partnership Illinois RSA 6 and 7 Limited Partnership Illinois SMSA Limited Partnership Indiana RSA 2 Limited Partnership Iowa 8-Monona Limited Partnership Iowa RSA No. 4 Limited Partnership Iowa RSA 5 Limited Partnership Jackson Cellular Telephone Co., Inc. Kentucky RSA No. 1 Partnership Lafayette Cellular Telephone Company Los Angeles SMSA Limited Partnership Michigan RSA #9 Limited Partnership Missouri RSA #15 Limited Partnership Missouri RSA 2 Limited Partnership Missouri RSA 4 Limited Partnership Modoc RSA Limited Partnership Muskegon Cellular Partnership

North Central RSA 2 of North Dakota Limited

Partnership

New Hampshire RSA 2 Partnership

New Mexico RSA 3 Limited Partnership

New Mexico RSA No. 5 Limited Partnership

New Mexico RSA 6-I Partnership

New Par

New York RSA No. 3 Cellular Partnership

New York SMSA Limited Partnership

North Dakota RSA No. 3 Limited Partnership

North Dakota 5-Kidder Limited Partnership

Northeast Pennsylvania SMSA Limited

Partnership

Northern New Mexico Limited Partnership

Northwest Arkansas RSA Limited Partnership

Northwest Dakota Cellular of North Dakota

Limited Partnership

NYNEX Mobile Limited Partnership 1

NYNEX Mobile Limited Partnership 2

NYNEX Mobile of New York, L.P.

Oklahoma RSA No. 4 South Partnership

Omaha Cellular Telephone Company

Orange County-Poughkeepsie Limited

Partnership

Pascagoula Cellular Partnership

Pennsylvania RSA 1 Limited Partnership

Pennsylvania 3 Sector 2 Limited Partnership

Pennsylvania 4 Sector 2 Limited Partnership

Pennsylvania RSA No. 6 (I) Limited

Partnership

Pennsylvania RSA No. 6 (II) Limited

Partnership

Petersburg Cellular Partnership

Pittsburgh SMSA Limited Partnership

Pittsfield Cellular Telephone Company

Portland Cellular Partnership

Redding MSA Limited Partnership

Rockford MSA Limited Partnership

RSA 7 Limited Partnership

Rural Cellular Corporation

Sacramento-Valley Limited Partnership

San Antonio MTA, L.P.

San Isabel Cellular of Colorado Limited

Partnership

Seattle SMSA Limited Partnership

Sioux City MSA Limited Partnership

Southern Indiana RSA Limited Partnership

Southwestco Wireless, L.P.

Springfield Cellular Telephone Company St. Joseph CellTelCo Syracuse SMSA Limited Partnership Texas RSA 7B2 Limited Partnership Texas RSA #11B Limited Partnership Topeka Cellular Telephone Company, Inc. Tuscaloosa Cellular Partnership Tyler/Longview/Marshall MSA Limited Partnership Upstate Cellular Network Verizon Wireless (VAW) LLC Verizon Wireless of the East LP Vermont RSA Limited Partnership Virginia 10 RSA Limited Partnership Virginia RSA 2 Limited Partnership Virginia RSA 5 Limited Partnership Verizon Wireless Personal Communications LP Verizon Wireless Tennessee Partnership Wasatch Utah RSA No. 2 Limited Partnership Waterloo MSA Limited Partnership Wisconsin RSA #1 Limited Partnership Wisconsin RSA #2 Partnership Wisconsin RSA #6 Partnership, LLP Wisconsin RSA No. 8 Limited Partnership

WWC Texas RSA LLC

Wyoming 1-Park Limited Partnership