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Official Record

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Eureka County - NV

Mike Rebaleati - Recorder

Fee: **\$45.00**

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RPTT:

Recorded By: FES

Book- 547 Page- 0347



0223839

Prepared by: Karen Mello
After recording return to: Pamela Gentry
SBA Network Services, Inc.
5900 Broken Sound Parkway, NW, 3rd Floor
Boca Raton, FL 33487-2797
Ph: 1-800-487-7483 ext. 9585

Parcel ID: 04-290-08

**MEMORANDUM AND AMENDMENT TO COMMUNICATIONS LEASE
AGREEMENT TOWER SITE**

THIS MEMORANDUM AND AMENDMENT TO COMMUNICATIONS LEASE AGREEMENT TOWER SITE ("Memorandum and Amendment") is executed this 21st day of January, 2013 by and between **LD ACQUISITION COMPANY 9 LLC**, a Delaware limited liability company having an address at c/o Landmark Dividend LLC, 1700 East Walnut Avenue, Suite 400, El Segundo, CA 90245 ("Lessor") and **SBA MONARCH TOWERS II, LLC**, a Delaware limited liability company, having a principal office located at 5900 Broken Sound Parkway, NW, Boca Raton, Florida 33487-2797 ("Lessee").

WHEREAS, Nevada Land and Resource Company, LLC, a Nevada limited liability company and Omnipoint Communications, Inc., a Delaware corporation d/b/a T-Mobile USA entered into that certain Communications Lease Agreement Tower Site, dated November 12, 2008 as evidenced by that certain Memorandum of Assignment and Site Lease Agreement in favor of SBA Monarch Towers II, LLC, a Delaware limited liability company f/k/a Mobilitie Investments II, LLC as recorded July 13, 2010 in Document #0215228, O.R. Book 501, Page 69 of the Public Records of Eureka County, Nevada (collectively, "Lease") for Lessee's use of a portion of the real property ("Premises") located at Section 29 T33N R51E MDBM, Beowawe, NV 89821 ("Property"), the Property being more particularly described in the attached Exhibit "A"; and

WHEREAS, Lessor is successor in interest to Nevada Land and Resource Company, LLC, a Nevada limited liability company; and

WHEREAS, the real property leased by the Lessee under the terms of the Lease, along with any corresponding easements granted, lying within the Property described on Exhibit "A" attached hereto. The original Term of the Lease is five (5) years commencing on November 12, 2008 and ending on November 11, 2013, with four (4) renewal terms of five (5) years each. The terms of the Lease shall run with the Premises lying within the Property described in Exhibit "A". The original Agreement is on file with Tenant at 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487;

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the Lease as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Lease:

1. **Section 1. Term**, of the Lease is hereby amended as follows:

In addition to the renewal terms as referenced in the Lease, the Lease is hereby amended to include one (1) additional successive Term of twenty-eight (28) years and 5 months ("Additional Renewal Term") ending on or about March 20, 2062. The Additional Renewal Term shall commence on November 12, 2033 ("Additional Renewal Term Commencement Date") upon the expiration of the renewal term expiring on November 11, 2033.

2. **Section 20. Notices**, of the Lease is hereby amended as follows:

If to Lessor:

(Non-Owner Payee) LD Acquisition Company 9 LLC
c/o Landmark Dividend LLC, 1700 East Walnut Avenue
Suite 400
El Segundo, California 90245

If to Lessee:

SBA Monarch Towers II, LLC
Attn: Site Administration
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487-2797
Re: NV41497-T/SN125 Marys MTN NLR

3. Capitalized terms not defined in this Memorandum and Amendment will have the meaning ascribed to such terms in the Lease.
4. Lessor acknowledges that the attached Exhibit "A" may be preliminary or incomplete and, accordingly, Lessee may replace and substitute such Exhibit with



an accurate survey and legal descriptions of the Premises and easements and re-record this Memorandum and Amendment without obtaining the further approval of Lessor. Following such re-recording, the descriptions of the Premises and easements described therein shall serve as the descriptions for same for all purposes under the Memorandum and Amendment.


5. Lessor represents and warrants to Lessee that the Lessor is the sole owner in the Lessor's interest under the Lease and that consent or approval of no other person is necessary for the Lessor to enter into this Memorandum and Amendment.
6. This Memorandum and Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Lease.
7. Lessee shall have the right to record this Memorandum and Amendment.
8. This Memorandum and Amendment shall be effective as of the date last executed below.

[The remainder of this page is intentionally left blank. Signatures to follow.]




IN WITNESS WHEREOF, the parties have executed this Memorandum and Amendment as of the last date written below.

WITNESSES:



Print Name: Elise Cameron



Print Name: Dion Earl

LESSOR:

LD ACQUISITION COMPANY 9 LLC, a
Delaware limited liability company

By: 

Print Name: Keith Drucker
Chief Operating Officer

Title: _____

STATE OF CALIFORNIA
COUNTY OF _____

On _____ day of January, 2013 before me, _____, a
Notary Public, personally appeared _____ as _____ of
LD Acquisition Company 9 LLC, a Delaware limited liability company who proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her authorized
capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of
which the person 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.

Notary Public

(NOTARY SEAL)

ACKNOWLEDGMENT

State of California
County of Los Angeles

On January 8, 2013 before me, Catherine Victoria Humenuk Notary Public
(insert name and title of the officer)

personally appeared Keith Drucker
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 Catherine Humenuk (Seal)



WITNESSES:

Graciela Cortes
Print Name: Graciela Cortes

Andres Cordoba
Print Name: Andres Cordoba

LESSEE:

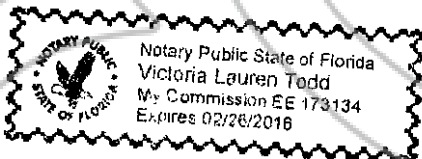
SBA MONARCH TOWERS II, LLC, A
DELAWARE LIMITED LIABILITY
COMPANY

By: *Alyssa Houlihan*
Alyssa Houlihan
Director of Leasing

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 21st day of January in the year 2013 before me, Victoria Todd a
Notary Public in and for said state, appeared Alyssa Houlihan as Director of Leasing of SBA
Monarch Towers II, LLC, a Delaware limited liability company, known to me to be the person
who executed the within instrument on behalf of said limited liability company and
acknowledged to me that she executed the same for the purpose therein stated.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the
County and State aforesaid, the day and year first above written.



(NOTARY SEAL)

Victoria L. Todd
Notary Public

Print Name: Victoria L. Todd
My Commission Expires: _____



EXHIBIT 'A'

Legal description to be incorporated upon receipt of final survey.

All of the lands lying within Section 29, Township 33 North, Range 51 East, MDB&M, Eureka County, State of Nevada.

AND BEING a portion of the same property conveyed to Silver State Land Company LLC from The Atchison, Topeka and Santa Fe Railway Company, a Delaware corporation by Special Warranty Deed dated October 04, 1995 and recorded October 19, 1995 in Deed Book 288, Page 098.

Tax Parcel No. 04-290-08

