

Official Record

Recording requested By
CCATT LLC

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$45.00

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RPTT:

Recorded By: LH

Book- 568 Page- 0357



0227694

**Recording Requested By
& When Recorded Return To:**

CCATT LLC
Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

APN: 004-290-08

(Space Above This Line For Recorder's Use Only)

Re: Cell Site #: 135292
Search Ring Name: Mary's Mountain
Cell Site Name: Mary's Mountain (NV)
Fixed Asset Number: 10138854
BUN: 858012
State: NV
County: Eureka

**MEMORANDUM
OF
AGREEMENT**

This Memorandum of Agreement is entered into on this 2nd day of July, 2014, by and between LD Acquisition Company 9 LLC, a Delaware limited liability company, having a mailing address of P.O. Box 3429, El Segundo, CA 90245 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, by and through its attorney-in-fact, CCATT LLC, a Delaware limited liability company having a mailing address of Attn: Legal Dept., 2000 Corporate Drive, Canonsburg, PA 15317 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") with an effective date retroactive to the 1st day of December 2012, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with five (5) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.


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

"LANDLORD"

LD Acquisition Company 9 LLC,
a Delaware limited liability company

By: Landmark Dividend Growth Fund – D, LLC
Its: Sole Member


By: Landmark Dividend Management, LLC
Its: Managing Member

By: 
Print Name: **Daniel E. Rebeor**
Its: **EVP of Operations**
Date: **JUL 02 2014**, 2014

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: 
Print Name: **Angela Siebe**
Its: **Director Land Acq. Ops**
Date: **6/24**, 2014

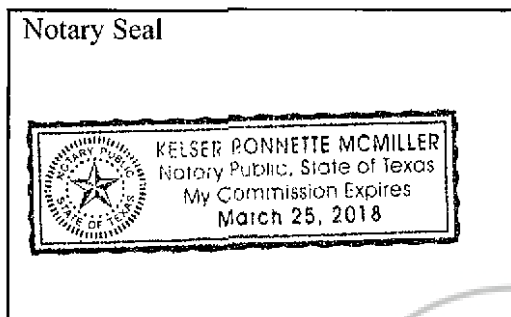
[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Harris) SS.

The foregoing instrument was acknowledged before me this 24 day of June, 2014, by Angela Siebe, as the Director of CCATT LLC, a Delaware limited liability company, on behalf of said entity and for the consideration, intent and purposes set forth in the foregoing instrument. He/She is personally known to me or has produced _____ as identification.

DATED: 6/24/14



[Signature]
(Signature of Notary)
Kelser McMiller
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Texas
My appointment expires: 3-25-18

LANDLORD ACKNOWLEDGMENT

State of California)
County of Los Angeles)

On July 2, 2014 before me, KATRIA K. OLBES
(insert name and title of the officer)

personally appeared Daniel E. Debeor, EVP, Operations, 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 Katria K. Olbes

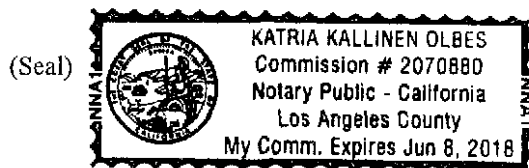


EXHIBIT 1

DESCRIPTION OF PREMISES

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to the Memorandum of Agreement dated July 2, 2014, by and between LD Acquisition Company 9, LLC, a Delaware limited liability company, as Landlord, and, New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant by and through its attorney-in-fact CCATT LLC, a Delaware limited liability company.

Legal Description of the Property

The Premises are described and/or depicted as follows:

The land referred to herein below is situated in the County of Eureka, State of Nevada and described as follows:

Section 29, Township 33 North, Range 51 East, M.D.B. & M.

Parcel ID: 004-290-08

This being the same property conveyed to New Nevada Lands, LLC, a Mississippi Limited Liability Company from Nevada Land and Resource Company, LLC, a Nevada Limited Liability Company in a deed dated November 30, 2011, recorded November 30, 2011, in Book 525, Page 373.

Property Commonly Known As: Tax ID: 004-290-08 Carlin, NV 89822

EXHIBIT 24b

MEMORANDUM OF AGREEMENT

[FOLLOWS ON NEXT PAGE]

COPY

IRS W-9 FORM

[IRS Form W-9 (Revised August 2013) Appears on Following Page]

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FTB FORM 590

[CA FTB Form 590 Appears on Following Page]

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