

**Marc C. Tonnesen**  
Assessor/Recorder

11/03/2009  
2:52 PM  
AR21  
03

**P LAWYERS TITLE**

Doc#: 200900094426



Titles: 1 Pages: 11

Fees	37.00
Taxes	0.00
Other	0.00
PAID	\$37.00

Prepared by:  
Victoria M. de Lisle  
Locke Lord Bissell & Liddell LLP  
601 Poydras Street, Suite 2660  
New Orleans, LA 70130  
File: #0590924.03144

Record and Return to:  
Dione Carter  
Fidelity National Title Group  
7130 Glen Forest Drive, Suite 300  
Richmond, VA 23226  
Phone: 1.804.267.2049  
Fax: 1.804.267.2330  
File: #11664718  
Unison Site: #435900

**NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT AND  
PARTIAL RELEASE OF ASSIGNMENT OF LEASES AND RENTS**

THIS AGREEMENT (the "Agreement") is made as of the 24th day of July, 2009 ("Effective Date"), by and among Grand Lodge of California, a non-profit corporation, whose address is P. O. Box 2669, Saratoga, California 95070 (hereinafter referred to as "Lender"), T6 Unison Site Management LLC, a Delaware limited liability company (hereinafter referred to as "Unison"), whose address is P. O. Box 1951, Frederick, Maryland 21702-0951, and San Pablo Lodge #43, a California non-profit corporation, whose address is 342 Georgia Street, Vallejo, California 94590 (hereinafter referred to as "Site Owner").

**WITNESSETH:**

WHEREAS, Lender has made a loan to Site Owner (such loan and any renewal, substitution, extension or replacement thereof being hereinafter collectively called the "Loan") in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00), which is secured by, *inter alia*, that certain Short Form Deed of Trust and Assignment of Rents from San Pablo Lodge #43, Independent Order of Odd Fellows, a fraternal non-profit corporation, to Chicago Title Company, as Trustee for the benefit of Grand Lodge of California, a non-profit corporation recorded on August 27, 2008 in Instrument No. 200800070255 in the original principal amount of \$200,000.00 (such Short Form Deed of Trust and Assignment of Rents and any and all other security interests encumbering the Site Owner's Property, as hereafter defined, securing the Loan and any renewal, substitution, amendment, extension or replacement thereof being hereinafter collectively referred to as the "Deed of Trust"), upon the tract of land described in Exhibit "A" hereto (the "Site Owner's Property"); and

WHEREAS, a portion of the Site Owner's Property (the "Communication Site") is subject to a Wireless Communication Easement and Assignment Agreement by and between Site Owner and Unison dated as of July 24, 2009 (the "Communication Easement") in which said Communication Easement, the Site Owner has assigned to Unison all right, title and interest in and to the Leases set forth on Exhibit "B" hereto (the "Assigned Leases"); and

WHEREAS, the parties hereto desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, Lender, Unison and Site Owner hereby agree as follows:

1. Non-Disturbance. So long as the Communication Easement is not terminated, the use, possession or enjoyment of the Communication Site by Unison or its subtenants, invitees and customers, successors, assigns, mortgagees and secured creditors, including the collection of rents by Unison, pursuant to the Assigned Leases shall not be interfered with nor shall the easement granted by the Communication Easement be affected in any other manner, in any exercise of any power of sale in the Deed of Trust, or by foreclosure or any action or proceeding instituted under or in connection with the Deed of Trust, except that the person or entity acquiring the interest of the Site Owner under the Communication Easement as a result of any such action or proceeding, and the successors and assigns thereof (hereinafter referred to as the "Purchaser") shall not be (a) liable for any act or omission of any prior site owner under the Communication Easement; or (b) subject to any offsets of defenses which Unison under the Communication Easement might have against the prior site owner under the Communication Easement; or (c) bound by any amendment or modification to the Communication Easement made without Lender's prior written consent. Lender and Site Owner specifically acknowledge that Unison shall have the exclusive right to collect any and all rents due by Tenant(s) under the Assigned Leases, said Assigned Leases being more fully described on Exhibit "B" hereof and, by execution of this instrument, any Assigned Leases are specifically released from that certain Short Form Deed of Trust and Assignment of Rents from San Pablo Lodge #43, Independent Order of Odd Fellows, a fraternal non-profit corporation, to Chicago Title Company, as Trustee for the benefit of Grand Lodge of California, a non-profit corporation recorded on August 27, 2008 in Instrument No. 200800070255 in the original principal amount of \$200,000.00, and any and all other security interests executed in connection with the aforesaid or otherwise securing the Loan.

2. Unison Not To Be Joined In Foreclosure. So long as the Communication Easement is not terminated, Lender will not join Unison as a party defendant in any action or proceeding foreclosing the Deed of Trust unless such joinder is necessary to foreclose the Deed of Trust and then only for such purpose and not for the purpose of terminating the Communication Easement and in such event Lender shall reimburse Unison for all reasonable expenses incurred by Unison in connection therewith.

3. Attornment. In the event the exercise of the power of sale in the Deed of Trust, or in the event of foreclosure of the Deed of Trust, or in event of a conveyance of the Site Owner's Property in lieu of foreclosure, Unison agrees to attorn to and accept the purchaser at the foreclosure sale or the grantee under the conveyance in lieu of foreclosure as the site owner for the balance then remaining of the term of the Communication Easement, subject to all terms and conditions of said Communication Easement and the terms of this Agreement. Said attornment shall be effective and self-operative without the execution of any further instruments upon the succession by Purchaser to the interest of Site Owner under the Communication Easement. The respective rights and obligations of Unison and Lender upon such attornment, shall be and are the same as now set forth in the Communication Easement.

4. Unison's Tower, Building and Equipment. Lender hereby acknowledges and agrees that the Deed of Trust does not apply to Unison's Tower(s), Building(s) and Equipment and that removal of said Tower(s), Building(s) and Equipment is governed by the terms of the Communication Easement.

5. As to Site Owner and Unison. As between Site Owner and Unison, Site Owner and Unison covenant and agree that nothing contained herein nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Communication Easement.

6. As to Site Owner and Lender. As between Site Owner and Lender, Site Owner and Lender covenant and agree that nothing contained herein nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Deed of Trust.



7. Successors and Assigns. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their respective heirs, administrators, representatives, successors and assigns, including without limitation each and every holder of the Communication Easement or any other person having an interest therein and any purchaser of the Site Owner's Property, including without limitation at or after a foreclosure sale or conveyance in lieu of foreclosure.

8. Title of Paragraphs. The titles of the paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

9. Provisions Binding: Authority. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, SUCCESSORS AND PERMITTED Assigns, respectively, of Lender, Unison and Site Owner. The respective signatories for the parties to this Agreement represent and warrant to their respective counterparties that each is duly authorized to execute this Agreement on behalf of the party each signatory represents, and that said party is duly authorized to execute and deliver this Agreement.

10. Governing Law. This Agreement shall be interpreted and governed by the laws of the State in which the Site Owner's Property is located.

11. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be considered properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person to the addressee addressed as set forth below. Notice so mailed shall be deemed effective upon its deposit. Notice given in any other manner shall be deemed effective only if and when delivered to the addressee.

For Lender:

Grand Lodge of California  
P. O. Box 2669  
Saratoga, California 95070

For Site Owner:

San Pablo Lodge #43  
342 Georgia Street  
Vallejo, California 94590

For Unison:

T6 Unison Site Management LLC  
P. O. Box 1951  
Frederick, Maryland 21702-0951

12. Counterparts. This Agreement may be signed in multiple counterparts, each of which is an original, but all of which comprise one Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

WITNESSES:

"LENDER":

GRAND LODGE OF CALIFORNIA,  
a California non-profit corporation

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: [Signature]  
Print Name: Ray Link  
Title: Grand Secretary

By: \_\_\_\_\_  
Print Name: Randy Krassow  
Title: \_\_\_\_\_

Address: P. O. Box 2669  
City: Saratoga  
State: California  
Zip: 95070  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

State of California

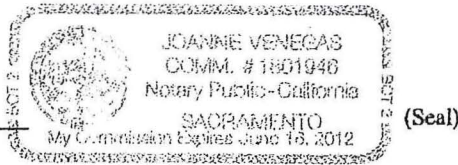
County of SACRAMENTO

On JULY 123, 2009, before me JOANNE VENEGAS  Notary Public - California, personally appeared Ray Link, 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]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

WITNESSES:

"LENDER":

GRAND LODGE OF CALIFORNIA,  
a California non-profit corporation

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Ray Link

Title: \_\_\_\_\_

By: *[Signature]*

Print Name: Randy Krassow

Title: CHAIRMAN, BOARD OF DIRECTORS

Address: P. O. Box 2669

City: Saratoga

State: California

Zip: 95070

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, 2009, before me \_\_\_\_\_, personally appeared Ray Link, 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 \_\_\_\_\_

*See previous page  
for notary acknowledgement  
(Seal)*

State of California

County of Santa Cruz

*Notary Public - California*

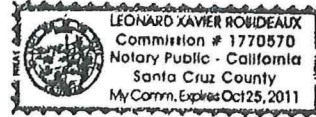
On JULY 24, 2009, before me Leonard Robideaux, personally appeared Randy Krassow, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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

*Leonard Xavier Robideaux*



(Seal)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

"SITE OWNER":

SAN PABLO LODGE #43,  
a California non-profit corporation

By: James A. Conmit  
Print Name: JAMES A. COMMIT  
Title: Trustee president

By: Amelia R. Dyer  
Print Name: AMELIA R. DYER  
Title: SECRETARY

Address: 342 Georgia Street  
City: Vallejo  
State: California  
Zip: 94590  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_



State of California

County of Solano

On 7-21-09, 2009, before me Melissa Hope Sadler, Notary Public, personally appeared James Connet, 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 Melissa Hope Sadler



State of California

County of Solano

On 7-21-09, 2009, before me Melissa Hope Sadler, Notary Public personally appeared Arnold Dorer, 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 Melissa Hope Sadler



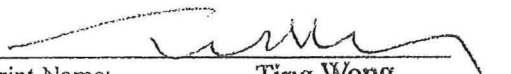


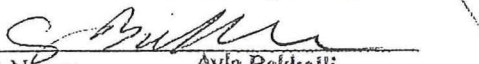
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

"UNISON":

WITNESSES:

T6 UNISON SITE MANAGEMENT LLC,  
a Delaware limited liability company

  
Print Name: Ting Wong

  
Print Name: Ayla Bakkali

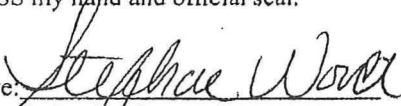
By:   
Name: Laurel Zabel  
Title: Authorized Signatory

Address: P. O. Box 1951  
City: Frederick  
State: Maryland  
Zip: 21702-0951  
Tel: (646) 452-5455  
Fax: (301) 360-0635

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On the 17<sup>th</sup> day of July in the year of 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Laurel Zabel, Authorized Signatory of T6 Unison Site Management LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual 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 individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature:   
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

**STEPHANIE NOVICK**  
Notary Public, State of New York  
No. 01NO5035998  
Qualified in New York County  
Commission Expires Nov. 14, 2010

**EXHIBIT "A"**

**Site Owner's Property**

Parcel I:

Lot eight (8) in Block two hundred eighty-two (282) as the same are designated on the Official Map of the City of Vallejo, made by E.H. Rowe, C.E., and filed for record in the office of the County Recorder of Solano County, September 19<sup>th</sup>, 1868.

Parcel II:

The north 54 feet of the east 4 feet of Lot 5, and the south 76 feet of the east 48 feet, and the north 54 feet of Lot 5, Block 302, as the same are designated on the Official Map of the City of Vallejo, made by E.H. Rowe, C.E., and filed for record in the office of the County Recorder of Solano County, September 19<sup>th</sup>, 1868.

Parcel III:

All personal property of every kind or character belonging to said party of the first part or in which said party of the first part has any interest whatsoever, including money, notes, contracts of all kinds, furniture and furnishings; also, all leases and tenancies.

AND BEING the same property conveyed to San Pablo Lodge #43, a California corporation from San Pablo Lodge #43, I.O.O.F. of California, a California corporation by Deed dated January 13, 1936 and recorded February 28, 1936 in Deed Book 155, Page 426.

Tax Parcel No. 0056-191-120

## EXHIBIT "B"

### Description of Assigned Leases

That certain PCS Site Agreement dated as of April 2, 1996 by and between San Pablo Lodge 43, a California non-profit corporation, as landlord, and Sprint Spectrum, L.P., a Delaware limited partnership, as tenant, as amended by First Amendment to PCS Site Agreement dated as of May 22, 2008 by and between San Pablo Lodge 43, as landlord and Sprint Spectrum Realty Company LP, a Delaware limited partnership, successor in interest to Sprint Spectrum, L.P., as tenant, as evidenced by a Memorandum of Agreement recorded on October 31, 1996 in Instrument No. 1996-00073808 as further evidenced by a Memorandum of Amendment recorded on February 6, 2009 in Instrument No. 200900008914.