

11867442  
6/18/2014 8:37:00 AM \$22.00  
Book - 10238 Pg - 9600-9604  
Gary W. Ott  
Recorder, Salt Lake County, UT  
INGEO SYSTEMS  
BY: eCASH, DEPUTY - EF 5 P.

Prepared Out of State By:  
Matthew W. Barnes  
Burr & Forman LLP  
420 North Twentieth Street, Suite 3400  
Birmingham, Alabama 35203

Recording Requested by  
and Return to:  
Old Republic Residential Information Services  
530 S. Main Street, Suite 1031  
Akron, Ohio 44311  
Attention: 13054041

Space above for County Recorder's Use

Cross Reference to:

**MEMORANDUM OF MASTER PREPAID LEASE  
AND MANAGEMENT AGREEMENT**

**THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT** (this "Memorandum") is made this 22<sup>nd</sup> day of May, 2014, by and between **T-MOBILE WEST TOWER LLC**, a Delaware limited liability company ("T-Mobile Lessor"), having a mailing address of 12920 S.E. 38th Street, Bellevue, Washington 98006, and **CCTMO LLC**, a Delaware limited liability company ("Crown"), having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Utah Museum of Science and Industry and Voicestream PCS II Corporation, a Delaware corporation ("Original T-Mobile Tenant") entered into that certain Site License dated January 25, 2001, for certain real property as described on **Exhibit A** attached hereto and incorporated herein by reference (the "Land").

2. T-Mobile Lessor and Crown are parties to (a) a Master Prepaid Lease (the "MPL") and (b) a Management Agreement (the "MA"), each with an effective date of November 30, 2012, pursuant to which T-Mobile Lessor (as successor to Original T-Mobile Tenant) has granted to Crown and Crown has accepted, either (y) a leasehold or sub-leasehold interest in the Land, together with the telecommunications tower located thereon, and such other improvements as more fully set forth in the MPL or the MA, as applicable (collectively, the "Site"), or (z) an exclusive right to operate, manage and administer the Site, in either case, subject to the terms, conditions and reservations in the MPL or the MA, as applicable.

3. The MPL and the MA each have a term that commenced on November 30, 2012 and shall terminate or expire, with respect to the Site, on the Site Expiration Date or Technical Closing Date, as applicable, and as determined in accordance with the MPL and the MA, but in no event later than December 31, 2049.

4. Crown has an option to purchase T-Mobile Lessor's right, title and interest in the Site in accordance with Section 20 of the MPL.

5. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the MPL. The MPL and the MA and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the MPL or the MA or of any amendments thereto. The parties agree that the terms and conditions of the MPL and the MA, as applicable, shall govern the relationship of the parties under this Memorandum and the MPL and the MA are each incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the MPL or the MA and this Memorandum, the applicable terms of the MPL and the MA shall govern and control.

6. This Memorandum shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties; provided, however, if the term of both the MPL and MA shall terminate or expire with respect to the Site, the parties shall execute and file a revocation of or amendment to this Memorandum to evidence such termination or expiration. If either party fails to timely execute a revocation of or amendment to this Memorandum promptly after the expiration or termination of both the MPL and MA, then the other party shall have the right to execute such revocation or amendment as attorney in fact for such failing party.

7. T-Mobile Lessor granted to Crown a Power of Attorney dated November 30, 2012 related to the leasing, management and operation of the Site, which Power of Attorney was recorded in Book 10172, Page 1299 in the Recorder's Office of Salt Lake County, Utah.

*[Remainder of page intentionally left blank. Signature and acknowledgments to follow.]*

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

**T-MOBILE LESSOR:**

**T-MOBILE WEST TOWER LLC,**  
a Delaware limited liability company

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

By: *David Moore*  
Name: David Moore  
Its: Director Portfolio Services

STATE OF Texas )  
                                          )SS  
COUNTY OF Harris )

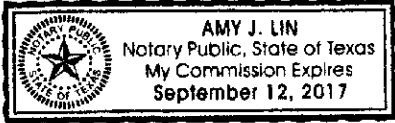
On this the 22<sup>nd</sup> day of May, 2014, before me, the subscriber, a Notary Public in and for said State and County, personally appeared David Moore, the ~~Director Portfolio Services~~ CCTMO LLC, a Delaware limited liability company, as Attorney in Fact for **T-MOBILE WEST TOWER LLC**, a Delaware limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said limited liability company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last written.

Notary's Official Seal:

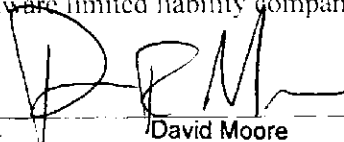
*Amy J. Lin*  
(Signature of Notary)

My commission expires: Sept. 12<sup>th</sup>, 2017



**CROWN:**

**CCTMO LLC,**  
a Delaware limited liability company


By:   
Name: David Moore  
Its: Director Portfolio Services

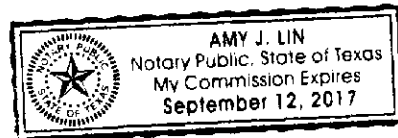
STATE OF Texas )  
 )SS  
COUNTY OF Harris )

On this the 22<sup>nd</sup> day of May, 2014, before me, the subscriber, a Notary Public in and for said State and County, personally appeared **David Moore**, the **Director Portfolio Services** of **CCTMO LLC**, a Delaware limited liability company, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said limited liability company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last written.

Notary's Official Seal:

  
(Signature of Notary)  
My commission expires: Sept. 12, 2017



## OLD REPUBLIC NATIONAL TITLE INSURANCE AGENCY, INC.

### EXHIBIT "A"

#### PARCEL 1:

BEGINNING AT A POINT 1678.47 FEET NORTH AND 395.19 FEET WEST FROM THE SOUTHEAST CORNER OF SECTION 11, SAID POINT ALSO BEING SOUTH 955.084 FEET AND WEST 395.19 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN; RUNNING THENCE NORTH 60 FEET; THENCE NORTH 88°53'20" WEST 468.98 FEET; THENCE NORTH 22°18'20" EAST 135.87 FEET; THENCE NORTH 4°14'40" EAST 191.26 FEET; THENCE SOUTH 78°39' WEST 173.71 FEET; THENCE NORTH 8°12' WEST 54.689 FEET; THENCE WEST 148.883 FEET; THENCE SOUTH 391.315 FEET; THENCE SOUTH 88°53'20" EAST 730.3 FEET TO POINT OF BEGINNING.

Tax Serial No. 28-11-427-009

#### PARCEL 2:

BEGINNING AT A POINT WEST 720.55 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN; RUNNING THENCE SOUTH 39°49' EAST 497.40 FEET; THENCE SOUTH 0°46'50" EAST 512.41 FEET; THENCE NORTH 88°53'20" WEST 468.98 FEET; THENCE NORTH 22°18'20" EAST 135.87 FEET; THENCE NORTH 4°14'40" EAST 301.31 FEET; THENCE NORTH 83°41'03" EAST 229.06 FEET; THENCE NORTH 19°59'40" WEST 270.81 FEET; THENCE NORTH 89°52'17" WEST 242.19 FEET; THENCE NORTH 20°55'10" WEST 199.09 FEET; THENCE SOUTH 88°31'20" EAST 247.82 FEET TO POINT OF BEGINNING.

#### LESS AND EXCEPTING:

BEGINNING AT A POINT WEST 720.55 FEET FROM SAID EAST QUARTER CORNER; RUNNING THENCE SOUTH 39°49' EAST 57.68 FEET; THENCE SOUTH 45° WEST 191.54 FEET; THENCE NORTH 89°52'17" WEST 78.15 FEET; THENCE NORTH 20°55'10" WEST 26.97 FEET; THENCE NORTH 45° EAST 219.47 FEET; THENCE SOUTH 88°31'20" EAST 31.11 FEET TO POINT OF BEGINNING.

#### LESS AND EXCEPTING:

BEGINNING AT A POINT NORTH 89°35'24" WEST 806.73 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 11; RUNNING THENCE SOUTHEASTERLY ALONG A 264.41 FOOT RADIUS CURVE TO A LINE 42.61 FEET (CHD SOUTH 39°54'18" EAST 42.61 FEET); THENCE SOUTH 45° WEST 180.71 FEET; THENCE NORTH 20°55'10" WEST 173.03 FEET; THENCE SOUTH 89°35'24" EAST 162.23 FEET TO POINT OF BEGINNING.

#### LESS AND EXCEPTING:

BEGINNING AT A POINT NORTH 89°35'24" WEST 747.13 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 11; RUNNING THENCE SOUTH 45° WEST 45.62 FEET; THENCE NORTH 39°54'18" WEST 42.61 FEET; THENCE SOUTH 89°35'24" EAST 59.60 FEET TO POINT OF BEGINNING.

Tax Serial No. 28-11-427-089