

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

Recording Requested by and Return to:

Crown Castle
1220 Augusta Drive
Houston, TX 77057
Attention: PEP
Phone: 713-570-3118

Document Prepared by:

Matt Barnes
Burr & Forman LLP
20 North 20th Street, Suite 3400
Birmingham, AL 35203
Phone: 205-458-5120

Grantor/ Lessor / "T-Mobile Lessor"

T-Mobile West Tower LLC, a Delaware limited liability company
with an address of 12920 S.E. 38th Street, Bellevue, WA 98006
CCTMO LLC, a Delaware limited liability company

NOTE: Limited Power of Attorney, dated November 12, 2012, recorded , on June 19, 2013
under Instrument Number 59439:2013 of the official records of Utah County, Utah

Grantee / Lessee / "Crown"

CCTMO LLC, a Delaware limited liability company,
with an address of 1220 Augusta Drive, Houston TX 77057

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: _____

Space above for County Recorder's Use

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

THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT (this "Memorandum") is made this 13th day of Aug-21, 2013, 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. Boyer Lake Pointe, L.C. and T-Mobile West Corporation ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated January 22, 2007, 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 as Instrument Number 59439:2013 in the aforesaid recording office.

[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: *[Signature]*
Name: David R. Moore
Its: Portfolio Services Manager

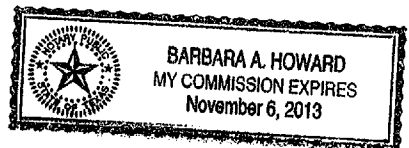
STATE OF Texas)
)SS
COUNTY OF Harris)

On this the 13th day of August, 2013, before me, the subscriber, a Notary Public in and for said State and County, personally appeared David R. Moore, the Portfolio Services of 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:

[Signature]
(Signature of Notary)
My commission expires: 11-6-2013



CROWN:

CCTMO LLC,
a Delaware limited liability company

By: [Signature]
Name: David R. Moore
Its: Portfolio Services Manager

STATE OF Texas)
)SS
COUNTY OF Harris)

On this the 13th day of August, 2013, before me, the subscriber, a Notary Public in and for said State and County, personally appeared David R. Moore, the Portfolio Manager 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]
(Signature of Notary)

My commission expires: 4 to 2013

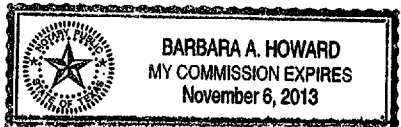


EXHIBIT "A"

An approximately 832 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

**LOT 2, AMENDED PLAT "A", LAKE POINTE SHOPPING CENTER, OREM, UTAH,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE
OF THE RECORDER, UTAH COUNTY, UTAH.**

Tax Serial No. 45-467-0001