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Gary W. Ott  
Recorder, Salt Lake County, UT  
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Prepared Out of State By:  
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Recording Requested by  
and Return to:  
Old Republic Residential Information Services  
530 S. Main Street, Suite 1031  
Akron, Ohio 44311  
Attention: 13054032

Space above for County Recorder's Use

Cross Reference to:  
Book 8791, Page 2215  
Book 9816, Page 7086  
Salt Lake County, Utah Records

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

**THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT** (this "Memorandum") is made this 18<sup>th</sup> day of July, 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. Cazco Enterprises, LLC and Craig S. Cazier, Manager, and VoiceStream PCS II Corporation ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated January 2, 2003, memoranda of which were recorded in Book 8791, Page 2215 and in Book 9816, Page 7086 in the Recorder's Office of Salt Lake County, Utah, 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.

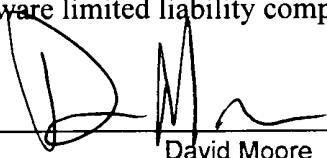
7. T-Mobile Lessor granted to Crown a Power of Attorney dated November 30, 2012 related to the leasing, management and operation of the Site, which Power of Attorney was recorded in Book 10172, Page 1299 in the aforesaid recording office.

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



**CROWN:**

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


By:   
Name: David Moore  
Its: Director Portfolio Services

STATE OF Texas )  
  )SS  
COUNTY OF Harris )

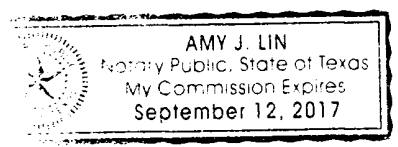
On this the 28<sup>th</sup> day of May, 2014, before me, the subscriber, a Notary Public in and for said State and County, personally appeared David Moore, the Director Portfolio Services of **CCTMO LLC**, a Delaware limited liability company, known or identified to me to be the person whose name is 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: September 12, 2017



**EXHIBIT "A"**

An approximately 1,600 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

**BEGINNING SOUTH 89°58'16" WEST 163.9 FEET AND SOUTH 0°01'44" EAST 84 FEET AND SOUTH 89°58'16" WEST 572.15 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN; AND RUNNING THENCE SOUTH 0°01'44" EAST 228.4 FEET; THENCE NORTH 89°58'16" EAST 136.56 FEET, MORE OR LESS; THENCE SOUTH 0°01'44" EAST 250 FEET; THENCE SOUTH 89°58'16" WEST 668.87 FEET, MORE OR LESS; THENCE NORTH 562.40 FEET, MORE OR LESS, TO THE NORTH SECTION LINE OF SAID SECTION 1; THENCE NORTH 89°58'16" EAST 585.62 FEET, MORE OR LESS; THENCE SOUTH 0°01'44" EAST 84 FEET; THENCE SOUTH 89°58'16" WEST 53.58 FEET TO BEGINNING.**

**LESS AND EXCEPTING ANY PORTION WITHIN THE JORDAN AND SALT LAKE CANAL.**

**ALSO LESS AND EXCEPTING THOSE CERTAIN TRACTS CONDEMNED BY THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED MAY 6, 1998, AS ENTRY NO. 6954154, IN BOOK 7969, AT PAGE 1353, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**A PARCEL OF LAND IN FEE FOR THE PURPOSE OF CONSTRUCTING THEREON AN ACCESS ROAD INCIDENT TO THE CONSTRUCTION OF AN EXPRESSWAY KNOWN AS PROJECT NO. 0154, BEING PART OF AN ENTIRE TRACT OR PROPERTY SITUATE IN LOT 1 OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECTION OF AN EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND THE NORTHERLY RIGHT OF WAY LINE OF 13490 SOUTH STREET, WHICH POINT IS 171.806 METERS SOUTH AND 182.484 METERS WEST FROM THE NORTHEAST CORNER OF SAID SECTION 1, SAID POINT ALSO BEING 171.720 METERS SOUTH 0°01'44" EAST AND 145.383 METERS SOUTH 89°58'16" WEST FROM THE WEST WITNESS MONUMENT FOR SAID NORTHEAST CORNER OF SECTION 1, LOCATED AT 13400 SOUTH STREET AND THE WEST FRONTAGE ROAD; THENCE SOUTH 89°58'16" WEST 29.760 METERS ALONG SAID NORTHERLY RIGHT OF WAY LINE OF 13490 SOUTH STREET TO A POINT 10.973 METERS PERPENDICULARLY DISTANT NORTHERLY FROM THE CENTER LINE OF SAID 13490 SOUTH STREET, OPPOSITE ENGINEER STATION 10+013.383; THENCE NORTH 0°01'04" WEST 1.829 METERS; THENCE EASTERLY 29.928 METERS ALONG THE ARC OF A 162.164 METER RADIUS CURVE TO THE (CHORD BEARS NORTH 84°41'42" EAST 29.886 METERS) ALONG A LINE CONCENTRIC WITH SAID CENTER LINE TO SAID EASTERLY BOUNDARY LINE; THENCE SOUTH 0°01'44" EAST 4.578 METERS ALONG SAID EASTERLY BOUNDARY LINE TO THE POINT OF BEGINNING.**

**Tax Serial No. 33-01-226-001**