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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
OLD REPUBLIC TITLE
ATTN: LORI EXT
530 S MAIN ST
AKRON OH 44311
BY: SSA, DEPUTY - WI 7 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: 13054028

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 13th day of February, 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. Clifford R. Phipps and Marilynn Phipps, husband and wife, as joint tenants, and Western PCS II Corporation, a Delaware corporation ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated April 1, 1999, a memorandum of which is attached hereto as **Exhibit B** 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 11712230 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

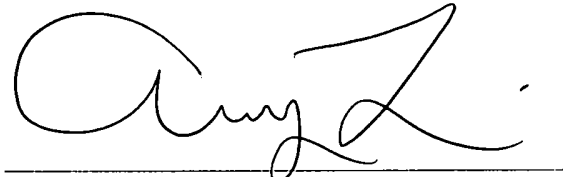
By: 
Name: rick reed
Its: director

STATE OF Texas)
)SS
COUNTY OF Harris)

On this the 13th day of February, 2017⁴, before me, the subscriber, a Notary Public in and for said State and County, personally appeared rick reed, the DIRECTOR 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.

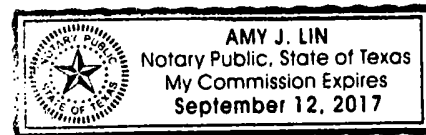
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last written.

Notary's Official Seal:



(Signature of Notary)

My commission expires: September 12, 2017



CROWN:

CCTMO LLC,
a Delaware limited liability company

By: [Signature]
Name: Rick Reed
Its: Director

STATE OF Texas)
COUNTY OF Harris) SS

On this the 13th day of February, 2013^A, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Rick Reed, the Director 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: September 12, 2017

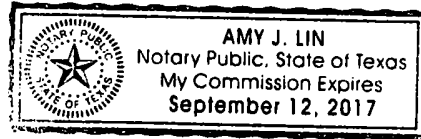


EXHIBIT "A"

An approximately 525 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

Property Known As: 1296 EAST 3300 SOUTH, SALT LAKE CITY, UTAH

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF 3300 SOUTH STREET AND THE WEST LINE OF 1300 EAST STREET, WHICH IS ALSO THE NORTHEAST CORNER OF LOT 10, BLOCK 22, TEN ACRE PLAT "A", BIG FIELD SURVEY; AND RUNNING THENCE SOUTH 89°47'25" WEST ALONG THE NORTH LINE OF SAID LOT A DISTANCE OF 200 FEET; THENCE SOUTH 0°18'43" WEST A DISTANCE OF 80 FEET; THENCE ALONG THE ARC OF A 20 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 31.29 FEET; THENCE NORTH 89°47'25" EAST A DISTANCE OF 180 FEET, MORE OR LESS, TO THE EAST LINE OF SAID LOT; THENCE NORTH 0°18'43" EAST ALONG THE EAST LINE OF SAID LOT A DISTANCE OF 100 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF 3300 SOUTH STREET AND THE WEST LINE OF 1300 EAST STREET, WHICH IS ALSO THE NORTHEAST CORNER OF LOT 10, BLOCK 22, TEN ACRE PLAT "A", BIG FIELD SURVEY; THENCE SOUTH 00°18'43" WEST 100.00 FEET; THENCE SOUTH 89°47'25" WEST 7.00 FEET; THENCE NORTH 00°18'43" EAST 71.99 FEET; THENCE ALONG THE ARC OF A 21.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°31'18" FOR 33.18 FEET (CHORD BEARS NORTH 44°56'56" WEST 29.83 FEET); THENCE SOUTH 89°47'45" WEST 171.68 FEET; THENCE NORTH 00°18'43" EAST 7.00 FEET; THENCE NORTH 89°47'25" EAST 200.00 FEET TO THE POINT OF BEGINNING.

Tax Serial No. 16-29-476-068

EXHIBIT "B"

After recording, please return to:

Western PCS II Corporation
3650 - 131st Avenue SE, Suite 400
Bellevue, WA 98006
Attn: PCS Lease Coordinator
Phone: (425) 586-8700
Fax: (425) 586-8040

Site Identification: SL3029 - C - Brickyard - Phipps Market: Salt Lake City

Memorandum of Lease and Option

Between Clifford R. Phipps and Marilyn Phipps, husband and wife, as joint tenants ("Landlord")
and Western PCS II Corporation ("Tenant")

A Site Lease with Option ("Lease") dated as of APRIL 1, 1999 by and between
Clifford R. Phipps and Marilyn Phipps, husband and wife, as joint tenants ("Landlord") and Western PCS II
Corporation ("Tenant") was made regarding the following premises

See attached Exhibit A.

Subject Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the
"Commencement Date") and shall terminate at midnight on the last day of the month in which the 5th anniversary of
the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for five (5) additional
five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum on the ____ day
of _____, 199__

LANDLORD:

Clifford R. Phipps and Marilyn Phipps, husband and wife, as joint tenants

By: Clifford R. Phipps

Its: Owner

By: Marilyn Phipps

Its: Owner

TENANT

Western PCS II Corporation

By: [Signature]

Its: Assistant Vice-President

Site Number: SL3029 - C
Site Name: Brickyard - Phipps
Market: Salt Lake City

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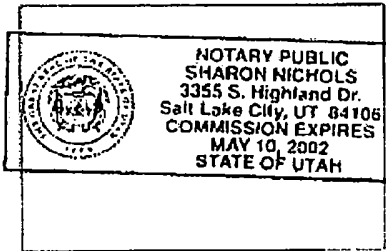
continued on next page:

[Notary block for Individual]

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

I certify that I know or have satisfactory evidence that Clifford R Phipps
Marilynn Phipps is
the person who appeared before me, and said person acknowledged that he/she signed this instrument and
acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4-1-99



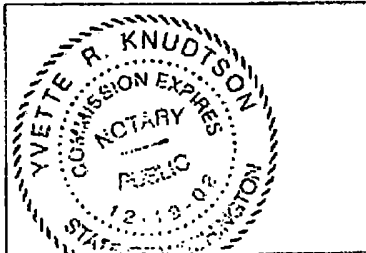
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Sharon Nichols
Notary Public
Print Name Sharon Nichols
My commission expires May 10, 2002

STATE OF Washington)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Eric Baker is
the person who appeared before me, and said person acknowledged that he/she signed this instrument, on
oath stated that he/she was authorized to execute the instrument and acknowledged it as the
Asst VP of Western PCS II Corporation to be the free and voluntary act
of such party for the uses and purposes mentioned in the instrument.

Dated: 4-16-99



(Use this space for notary stamp/print)

Yvette R Knudtson
Notary Public
Print Name Yvette R Knudtson
My commission expires 12-13-02

Site Number: SL3025-02
Site Name: Brickyard - Phipps
Market: Salt Lake City