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Book - 10231 Pg - 2285-2289
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: 1302445-7

Space above for County Recorder's Use

Cross Reference to:
Book 8329, Page 5264
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 9th day of April, 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. TC Limited Partnership and Western PCS II Corporation ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated January 24, 1997, which agreement was recorded in Book 8329, Page 5264 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.]

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

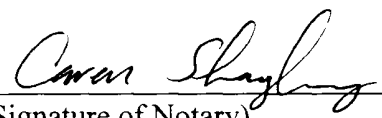
By: 
Name: Helen Smith
Its: Real Estate Transaction Manager

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

On this the 9th day of April, 2014, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Helen Smith, the RET Mgr. 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: 3.19.18

CROWN:

CCTMO LLC,
a Delaware limited liability company

By: 
Name: _____
Its: Helen Smith
Real Estate Transaction Manager

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

On this the 9th day of April, 2014, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Helen Smith, the RET Mgr. 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:

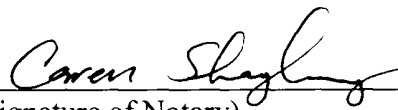

(Signature of Notary)
My commission expires: 3.19.18

EXHIBIT "A"

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

SITUATED IN THE COUNTY OF SALT LAKE, STATE OF UTAH:

COMMENCING AT A POINT SOUTH 00°06'05" WEST 115 FEET AND WEST 33 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°53'55" WEST, A DISTANCE OF 248.51 FEET; THENCE NORTH 17°02'13" WEST, A DISTANCE OF 118.40 FEET; THENCE SOUTH 89°47'38" WEST, A DISTANCE OF 154.67 FEET; THENCE SOUTH 15°18'14" EAST, A DISTANCE OF 73.01 FEET; THENCE SOUTH 05°58'39" EAST, A DISTANCE OF 174.00 FEET; THENCE SOUTH 11°16'23" EAST, A DISTANCE OF 91.36 FEET; THENCE SOUTH 18°10'00" EAST, A DISTANCE OF 38.49 FEET; THENCE SOUTH 89°53'55" EAST, A DISTANCE OF 191.27 FEET; THENCE SOUTH 89°53'55" EAST, A DISTANCE OF 179.00 FEET; THENCE NORTH 00°06'05" EAST, A DISTANCE OF 256.87 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL APPURTENANCES, LESS AND EXCEPTING:

BEGINNING AT A POINT BEING SOUTH 115 FEET AND WEST 33 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH, A DISTANCE OF 117.50 FEET ALONG A LINE BEING PARALLEL TO AND 33.00 FEET WEST FROM THE CENTERLINE OF REDWOOD ROAD; THENCE WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH, 117.50 FEET; THENCE EAST 20.00 FEET TO THE POINT OF BEGINNING.

TAX ID NO: 27-15-127-001

ADDRESS: 10246 S Redwood, South Jordan, UT 84065