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Gary W. Ott
Recorder, Salt Lake County, UT
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Prepared Out of State By:
Matthew W. Barnes
Burr & Forman LLP
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Birmingham, Alabama 35203

Recording Requested by
and Return to:
Old Republic Residential Information Services
530 S. Main Street, Suite 1031
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Attention: 13054063

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 18 day of December, 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. South Redwood Shopping Center Associates, L.L.C. and VoiceStream PCS II Corporation ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated January 14, 2000, 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 in Book 10172, Page 1299 in the Recorder's Office of Salt Lake County, Utah.

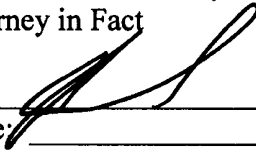
[Remainder of page intentionally left blank. Signature and acknowledgments to follow.]

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

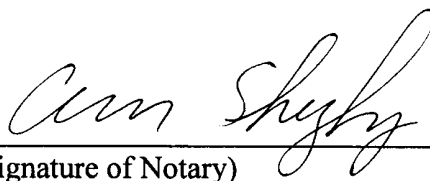
By: 
Name: Rick Reed
Its: Director

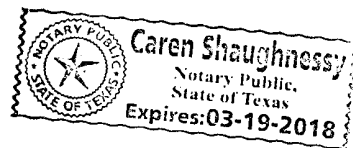
STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

On this the 18 day of December, 2014, 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.

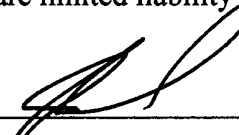
Notary's Official Seal:


(Signature of Notary)
My commission expires: 3-19-18



CROWN:

CCTMO LLC,
a Delaware limited liability company

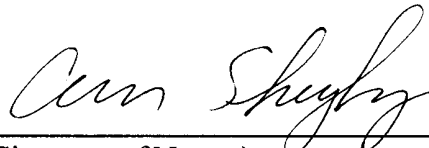
By: 
Name: Rick Reed
Its: Director

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

On this the 18 day of December, 2014, before me, the subscriber, a Notary Public in and for said State and County, personally appeared TRICK 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 of Notary)
My commission expires: 3.19.18

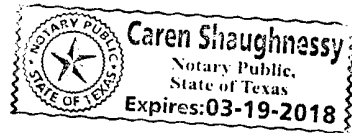


EXHIBIT "A"

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

A parcel of land being part of an entire tract of land situated in the Northwest Quarter of Section 27, Township 2 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel are described as follows:

Beginning at a point which is 969.00 feet S.0°3'25"E along the quarter section line and 533.75 feet N.89°54'10"W from the North Quarter corner of said Section 27 and running thence S.89°54'44"E 40.00 feet; thence N.0°05'16"W 40.00 feet; thence N.89°54'44"E 40 feet; thence S.0°05'16"E 40.00 feet to the point of beginning. The above-described part of an entire tract contains 1600 square feet or 0.037 acre.

Together with all rights of ingress and egress over, through and across the existing driveways, sidewalks and asphalt parking areas of the grantor's land for the purpose of constructing and maintaining said telecommunications site.

EXHIBIT "B"

Memorandum of Lease

To the Site Lease with Option dated January 17, 2000, between South Redwood Shopping Center Associates, L.L.C., a Utah Limited Liability Company, as Landlord, and VoiceStream PCS II Corporation, as Tenant.

VoiceStream PCS II Corporation

Attn: PCS Leasing Administrator
3650 131st Avenue SE, #200
Bellevue, WA 98006
Phone: (425) 653-4000
Fax: (425) 653-5050

Market: Salt Lake

Memorandum of Lease Between South Redwood Shopping Center Associates, L.L.C., a Utah Limited Liability Company ("Landlord") and VoiceStream PCS II Corporation ("Tenant")

A Site Lease with Option between South Redwood Shopping Center Associates, L.L.C., a Utah Limited Liability Company ("Landlord") and VoiceStream PCS II Corporation ("Tenant") was made regarding the following premises:
See attached Exhibit A

The date of execution of the Site Lease with Option was January 17, 2000. Subject Lease is for a term of five (5) years and will commence on the Commencement Date outlined in the notice to exercise provided to the Landlord 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 additional five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum this 14th day of January, 2000.

South Redwood Shopping Center Associates, L.L.C., a Utah Limited Liability Company

By: Kerry M. Heinz
Kerry M. Heinz

Its: Managing Member

VoiceStream PCS II Corporation

By: [Signature]
Its: [Signature]

STATE OF UTAH)
COUNTY OF SALT LAKE) ss:

On this 14th day of January, 2000, before me personally appeared Kerry M. Heinz, known to me to be the Managing Member of South Redwood Shopping Center Associates, L.L.C., a Utah Limited Liability Company, the Limited Liability Company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Melony Woodbury
NOTARY PUBLIC for the State of Utah
My commission expires July 21, 2002

Colorado
STATE OF WASHINGTON)
Denver) ss:
COUNTY OF KING)

Van Wickler On this 1st day of February, 2000, before me personally appeared Peter known to me to be the Director of VoiceStream PCS II Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Charrel M. Tranquillo
NOTARY PUBLIC in and for the State of _____
My Commission Expires 05/05/2001