

E 2768365 B 5860 P 480-484
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/25/2013 01:08 PM
FEE \$18.00 Pgs: 5
DEP RT REC'D FOR OLD REPUBLIC TITL
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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: _____

13053999 - 01R

Space above for County Recorder's Use

Cross Reference to:
Book 5161 Page 983
Davis County, Utah

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

THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT (this "Memorandum") is made this 3 day of September, 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. Board of Education of the Davis School District and T-Mobile West Corporation ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated September 22, 2008, a memorandum of which was recorded in Book 5161, Page 983 in the Recorder's Office of Davis 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.

[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: *Lisa A Sedgwick*
Name: Lisa A Sedgwick
Its: RET Manager

STATE OF Texas)
)SS
COUNTY OF Harris)

On this the 3 day of September, 2013, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Lisa A Sedgwick, the RET Manager 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.

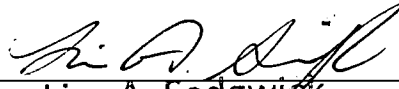
Notary's Official Seal:



Jesahuel Trujillo
(Signature of Notary)
My commission expires: 12-10-16

CROWN:

CCTMO LLC,
a Delaware limited liability company

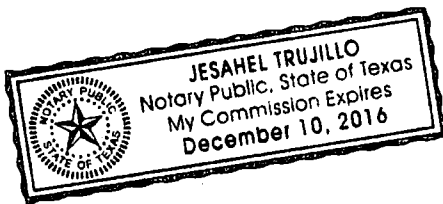
By: 
Name: Lisa A. Sedgwick
Its: RET Manager

STATE OF Texas)
)SS
COUNTY OF Harris)

On this the 3 day of September, 2013, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Lisa A Sedgwick, the RET 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 of Notary)
My commission expires: 12-10-14

EXHIBIT "A"

An approximately 800 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

BEGINNING ON SOUTH LINE OF A HIGHWAY AT A POINT 627 FEET WEST ALONG QUARTER SECTION LINE & 36.3 FEET SOUTH OF NORTHEAST CORNER OF SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN; AND RUNNING THENCE SOUTH 641.06 FEET; THENCE WEST 180 FEET; THENCE NORTH 641.21 FEET TO SOUTH LINE OF SAID HIGHWAY; THENCE SOUTH 89°57'11" EAST 180 FEET ALONG SAID HIGHWAY TO POINT OF BEGINNING. ALSO: BEGINNING AT A POINT 538.41 FEET SOUTH AND 267.31 FEET WEST FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN; AND RUNNING THENCE WEST 359.69 FEET; THENCE SOUTH 138.95 FEET; THENCE EAST 359.69 FEET; THENCE NORTH 138.95 FEET TO POINT OF BEGINNING. ALSO: BEGINNING 14 RODS WEST FROM NORTHEAST CORNER OF SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN; SOUTH 20 RODS, WEST 24 RODS, NORTH 20 RODS, EAST 24 RODS TO BEGINNING. ALSO: BEGINNING AT A POINT 20 RODS SOUTH AND 267.31 FEET EAST FROM NORTHEAST CORNER OF SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN; RUNNING WEST 359.69 FEET, SOUTH 12.631 RODS, EAST 359.69 FEET, NORTH 17.04 FEET; THENCE NORTH 2°41'46" EAST 246.93 FEET; THENCE 38.86 FEET ALONG THE ARC OF A 25.5 FOOT RADIUS CURVE TO THE LEFT (CENTRAL ANGLE 87°18'53", LC BEARS NORTH 46°21'12" WEST 35.26 FEET) TO BEGINNING.

Tax Serial No. 14-004-0106