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2014 025346

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 MAY -7 AM 8:48

MICHAEL B. BROWN
RECORDER

Recording Requested by
and Return to:
Old Republic Residential Information Services
530 S. Main Street, Suite 1031
Akron, Ohio 44311
Attention: 13051380

FILED

MAY 06 2014

PEGGY HOLINGA KATON
LAKE COUNTY AUDITOR

Cross Reference to:
Document No. 2003-129486
Lake County, Indiana

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

THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT (this "Memorandum") is made this 22nd day of October, 2013, by and between **T-MOBILE USA 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. John Brown and Son Inc and Voicestream GSM I Operating Company LLC ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated April 1, 2003, a memorandum of which was recorded as Instrument Number 2003-129486 in the Recorder's Office of Lake County, Indiana, 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.

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BU# 822807; Brown & Son
2124002 v1

22-00
REF-123574182

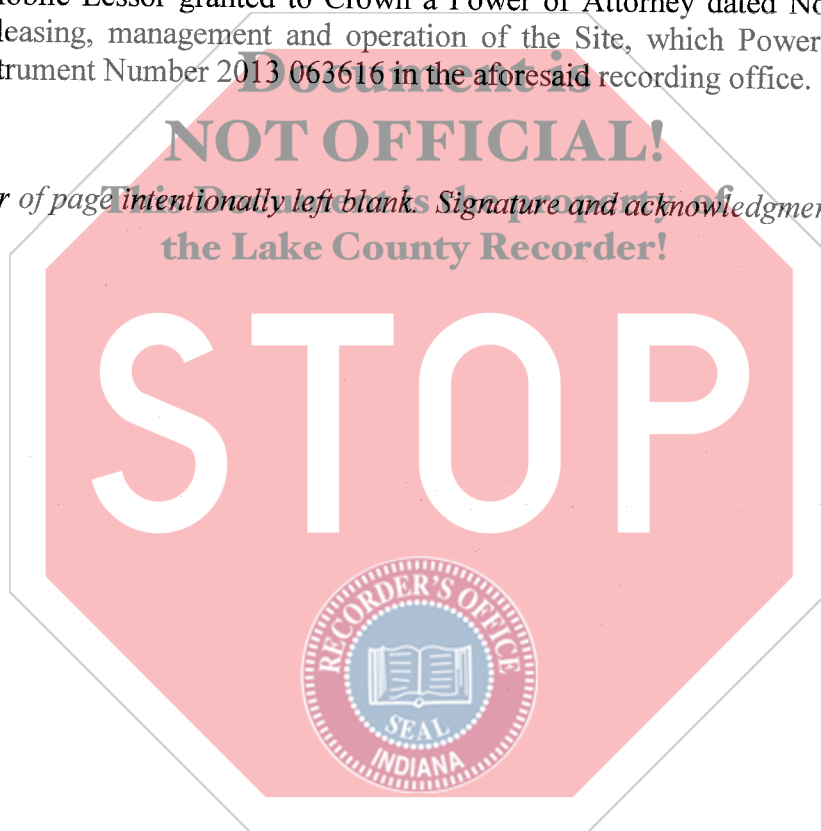
Handwritten initials and marks

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 2013 063616 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 USA TOWER LLC,
a Delaware limited liability company

By: **CCTMO LLC,**
a Delaware limited liability company
Its: Attorney in Fact

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

STATE OF Texas)

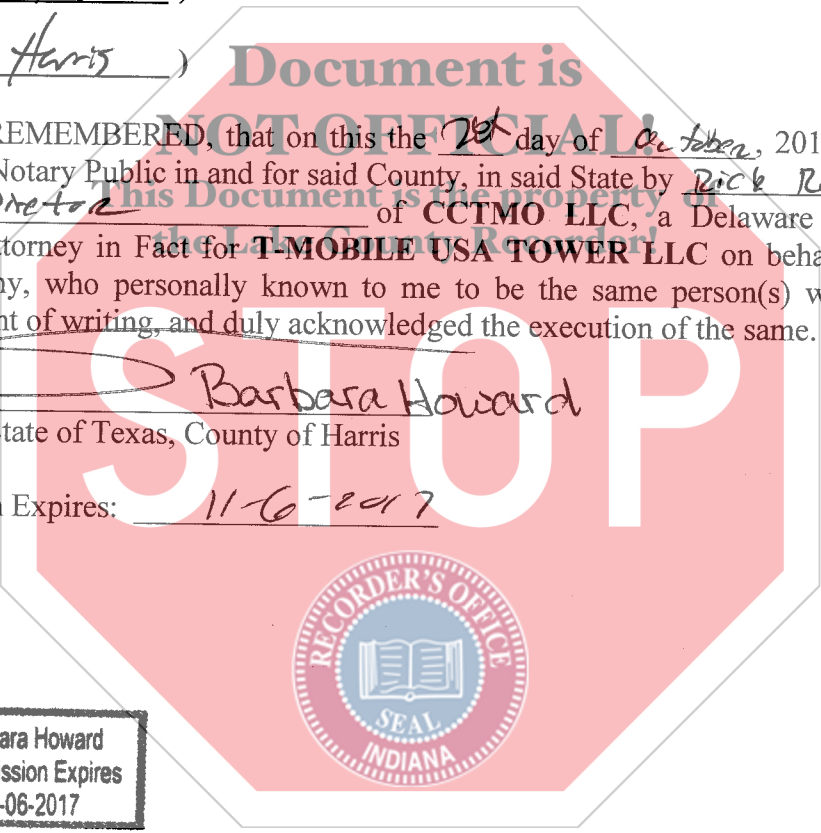
COUNTY OF Harris)

BE IT REMEMBERED, that on this the 20 day of October, 2013, before me the undersigned, a Notary Public in and for said County, in said State by Rick Reed, the Director of **CCTMO LLC**, a Delaware limited liability company, as Attorney in Fact for **T-MOBILE USA TOWER LLC** on behalf of the limited liability company, who personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

[Signature] Barbara Howard
Notary Public, State of Texas, County of Harris

My Commission Expires: 11-6-2017

[SEAL]



CROWN:

CCTMO LLC,
a Delaware limited liability company

By: _____ (SEAL)

Name: Rich Reed

Its: Director

STATE OF Texas)

COUNTY OF Harris)

BE IT REMEMBERED, That on this the 28th day of October, 2013, before me the undersigned, a Notary Public in and for said County, in said State by Rich Reed, the Director of **CCTMO LLC**, a Delaware limited liability company, on behalf of the limited liability company, who personally known to me to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.

Notary Public, State of Texas, County of Harris

My Commission Expires: 11-6-2017

[SEAL]



This Instrument Prepared By:
Matthew W. Barnes
Burr & Forman LLP
420 North 20th Street, Suite 3400
Birmingham, Alabama 35203



I affirm under the penalties for perjury, that I have taken responsible care to redact each Social Security Number in this document, unless required by law. Matthew W. Barnes.

Exhibit "A"

An approximately 5,625 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

SITUATED IN THE COUNTY OF LAKE, AND STATE OF INDIANA:

PARCEL 1:

THAT PART OF SECTION 20, TOWNSHIP 32 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, LYING EASTERLY OF THE RIGHT OF WAY OF THE MONON RAILROAD, FORMERLY THE CHICAGO, INDIANAPOLIS & LOUISVILLE RAILWAY COMPANY AND NORTH OF THE CENTER LINE OF THE TULLY DITCH.

PARCEL 2:

ALL OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, EXCEPTING THEREFROM A PARCEL 365 FEET BY 358 FEET LOCATED IN THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 21, AND EXCEPTING THEREFROM A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN IN CEDAR CREEK TOWNSHIP, LAKE COUNTY, INDIANA, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 21, SAID POINT BEING 1,892 FEET SOUTH OF THE NORTHEAST CORNER OF THE SAID NORTHWEST QUARTER OF SECTION 21; THENCE WEST 30 FEET MORE OR LESS ACROSS THE WEST RIGHT OF WAY OF 60 FOOT WIDE HARRISON STREET; THENCE CONTINUING WEST ALONG A FENCE LINE 355.8 FEET; THENCE SOUTHERLY ALONG A FENCE LINE 274.5 FEET; THENCE EAST ALONG A FENCE LINE 375.8 FEET; THENCE CONTINUING EAST 30 FEET MORE OR LESS ACROSS THE WEST RIGHT OF WAY OF 60 FOOT WIDE HARRISON STREET TO THE SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 21; THENCE NORTH 263.9 FEET ALONG THE SAID EAST LINE TO THE POINT OF BEGINNING, AND EXCEPTING THE WEST 288 FEET OF THE SOUTH 600 FEET OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 8 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA.

PARCEL 3:

THE EAST HALF OF SECTION 22, TOWNSHIP 32 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

PARCEL 4:

THAT PART OF THE NORTH ONE-HALF OF SECTION 23, TOWNSHIP 32 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, LYING WESTERLY OF THE BROWN DYKE OR LEVEE, EXCEPTING THEREFROM A PART OF SECTION 23, TOWNSHIP 32 NORTH, RANGE 8 WEST OF THE 2ND P.M., LYING WEST OF THE BROWN DIKE OR LEVEE AND EAST OF A LINE DRAWN BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 23 AND THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23, AND SOUTH OF THE TULLY DITCH.

THAT PART OF THE SOUTH HALF OF SECTION 23, TOWNSHIP 32 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY INDIANA, LYING WESTERLY OF THE BROWN DYKE OR LEVEE, EXCEPTING THEREFROM A PART OF SECTION 23, TOWNSHIP 32 NORTH, RANGE 8 WEST OF THE 2ND P.M., LYING WEST OF THE BROWN DIKE OR LEVEE AND EAST OF A LINE DRAWN BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 23 AND THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23, AND SOUTH OF THE TULLY DITCH.

TAX ID NO: 45-24-21-300-001.000-007

ADDRESS: 22313 Harrison Street, Lowell, IN 46356

