

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 025347

2014 MAY -7 AM 8:49

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: 13051385

FILE

MAY 06 2014

PEGGY HOLINGA KA
LAKE COUNTY AU

Cross Reference to:
Document No. 2003 043494
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 12th day of December, 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. Ronald Maris and Voicestream GSM I Operating Company ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated April 23, 2002, a memorandum of which was recorded as Instrument Number 2003 043494 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.

BU# 825689; Maris Roofing
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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 USA TOWER LLC,
a Delaware limited liability company

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

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

STATE OF Texas)

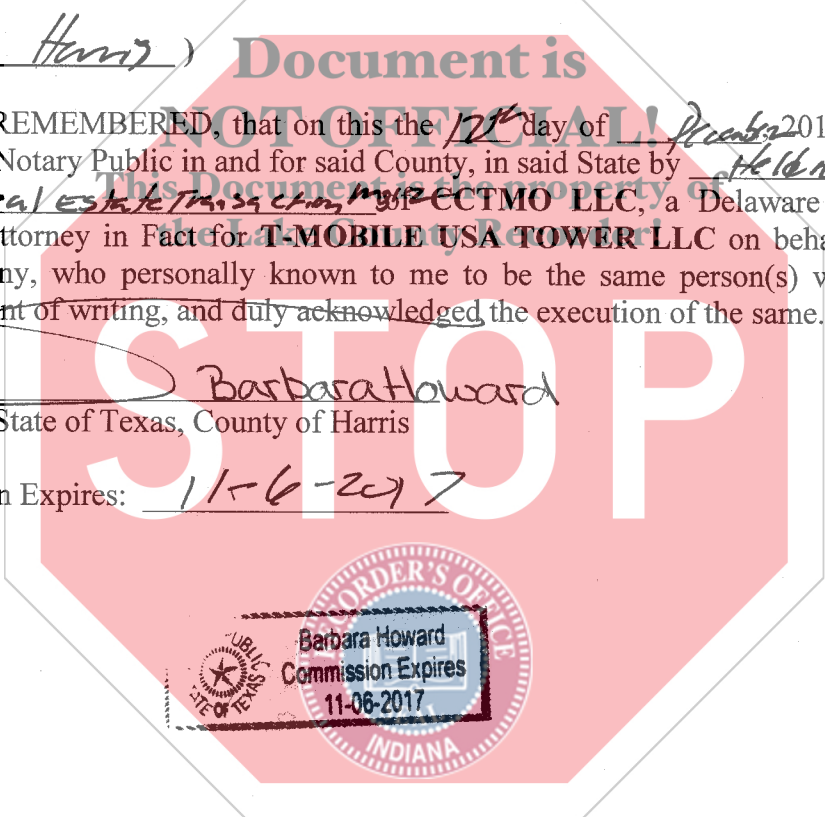
COUNTY OF Harris)

BE IT REMEMBERED, that on this the 12th day of December 2013, before me the undersigned, a Notary Public in and for said County, in said State by Helen Smith, the Real Estate Transaction Manager 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.

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: *Helen Smith* (SEAL)

Name: _____

Its: Helen Smith
Real Estate Transaction Manager

STATE OF Texas)

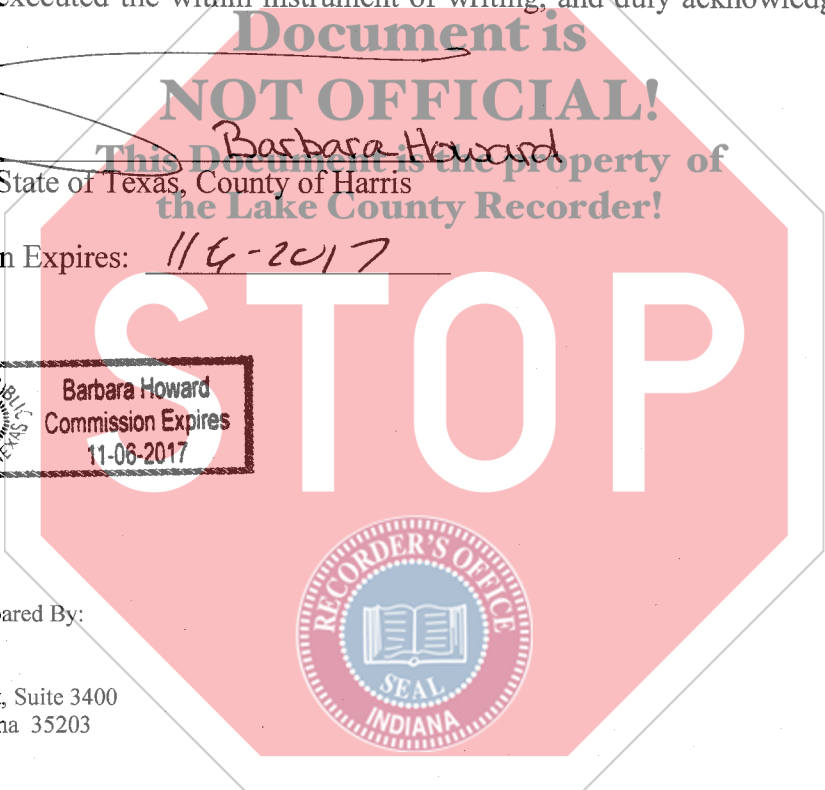
COUNTY OF Harris)

BE IT REMEMBERED, That on this the 12th day of December 2013, before me the undersigned, a Notary Public in and for said County, in said State by Helen Smith, the Real Estate Transaction Manager 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.

Barbara Howard
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 2,500 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN LAKE COUNTY, INDIANA:

PART OF THE WEST 1/2, SE1/4, SECTION 32, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE 2ND P.M., DESCRIBED AS FOLLOWS; COMMENCING ON THE WEST LINE OF THE RIGHT-OF-WAY OF THE GARY AND SOUTHERN TRACTION COMPANY'S RIGHT-OF-WAY, NOW ABANDONED, AT A POINT 297.22 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 32, THENCE WEST PARALLEL TO THE SOUTH LINE OF THE E.J.&E. RAILROAD, 350 FEET, THENCE NORTH 205.00 FEET MORE OR LESS TO A POINT 70 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF THE E.J.&E. RAILROAD; THENCE NORTHWESTERLY 122.9 FEET MORE OR LESS, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE E.J. &E. RAILROAD AT A POINT 450 FEET WEST OF THE WEST LINE OF RIGHT-OF-WAY OF GARY AND SOUTHERN TRACTION COMPANY, NOW ABANDONED, THENCE EAST ON SAID RIGHT-OF-WAY LINE A DISTANCE OF 270.00 FEET TO A POINT 180.00 FEET WEST OF THE WEST LINE OF SAID GARY AND SOUTHERN TRACTION COMPANY'S RIGHT-OF-WAY (NOW ABANDONED); THENCE SOUTHEASTERLY 6.05 FEET TO AN IRON PIPE; THENCE EAST PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID E.J.&E. RAILROAD 5.00 FEET DISTANT MEASURED AT RIGHT ANGLES A DISTANCE OF 95.00 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 146.25 FEET TO AN IRON PIPE ON THE WEST LINE OF THE AFORESAID ABANDONED RIGHT-OF-WAY AT A POINT 125.00 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF SAID E.J.&E.

TAX ID NO: 45-08-32-454-002.000-001

ADDRESS: 5200 Cleveland, Merrillville, IN 46410

