

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 025349

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: 13051389

**FILED**

MAY 06 2014

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

Cross Reference to:  
Document No. 2006-029882  
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 29<sup>th</sup> 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. O'Day Holdings Partnership and Voicestream GSM I Operating Co., LLC ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated July 21, 2005, a memorandum of which was recorded as Instrument Number 2006-029882 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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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.]*

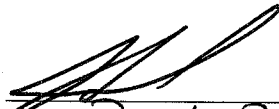


IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

**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:   
Name: Rick Reed  
Its: Director

STATE OF Texas )

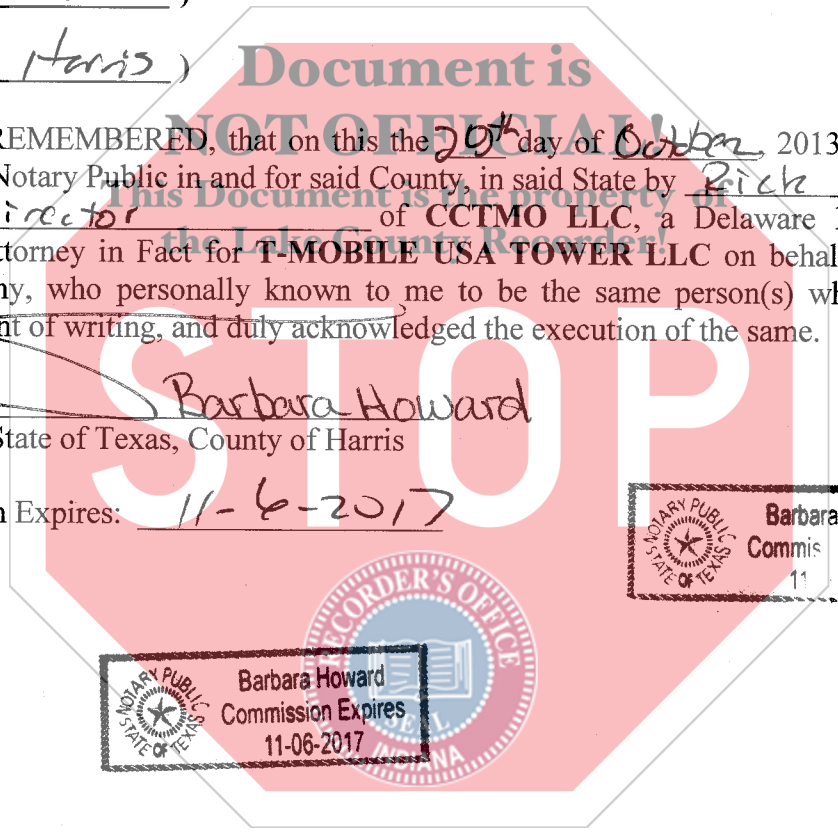
COUNTY OF Harris )

BE IT REMEMBERED, that on this the 20<sup>th</sup> 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.

  
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 29<sup>th</sup> 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.

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 20<sup>th</sup> 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:

SITUATE IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA:

THE FOLLOWING DESCRIBED REAL ESTATE:

THE EAST 273 FEET OF THE FOLLOWING: A PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE INDIANA-ILLINOIS STATE LINE, SAID POINT BEING 783-1/2 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 25; THENCE SOUTH 89 DEGREES 30 MINUTES EAST PARALLEL WITH THE CENTER LINE OF 143RD STREET A DISTANCE OF 435.24 FEET, MORE OR LESS, TO A POINT WHICH IS 128 FEET WEST OF THE EAST LINE OF LOT 7, BLOCK 7, NOW VACATED IN J. WM. ESCHENBURG'S STATE LINE ADDITION TO HAMMOND, THENCE SOUTH AND PARELLEL WITH THE EAST LINE OF LOT 7, BLOCK 7, NOW VACATED AND WITH THE CENTER LINE OF THE NORTH AND SOUTH ALLEY IN SAID BLOCK 7, NOW VACATED A DISTANCE OF 595.4 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF 143RD STREET; THENCE WEST ALONG THE NORTH LINE OF 143RD STREET TO THE INDIANA-ILLINOIS STATE LINE, THENCE NORTH ALONG SAID INDIANA-ILLINOIS STATE LINE TO THE PLACE OF BEGINNING, IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA.

TAX ID NO: 45-02-25-102-002.000-023

ADDRESS: 19 E 143rd Street, Hammond, IN 46327

