

9

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 025351

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: 13051394

**FILED**

MAY 06 2014

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

**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. VFW - Post #9323, Inc., and Voicestream GSM T-Operating Co., LLC ("Original T-Mobile Tenant"), entered into that certain Site Lease with Option dated June 29, 2005, 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.

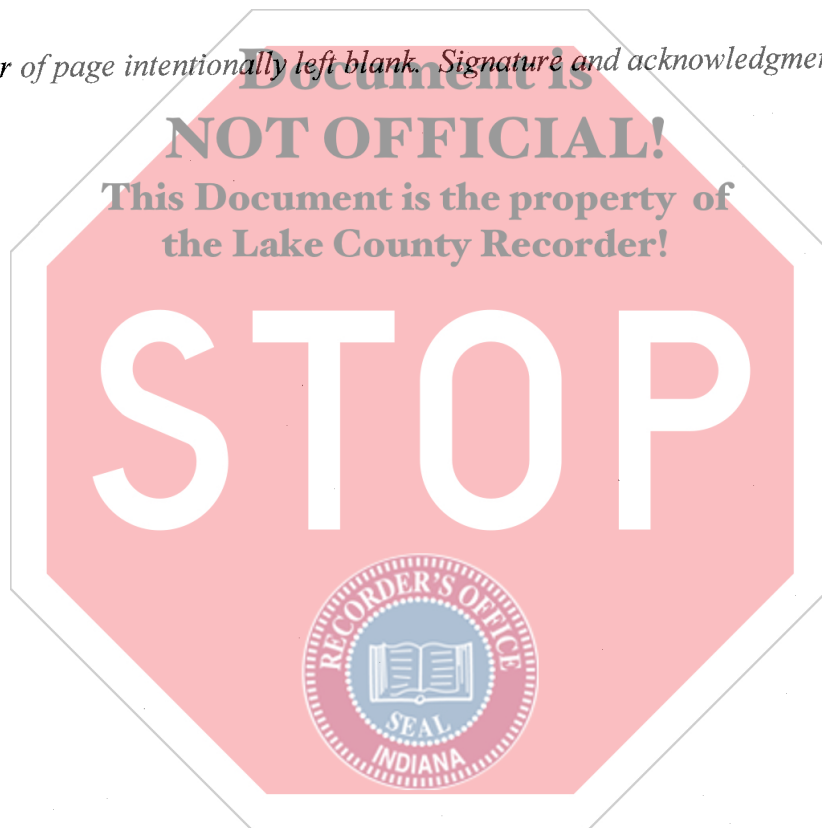
012398

27<sup>th</sup>  
123574159  
PP E

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.]*

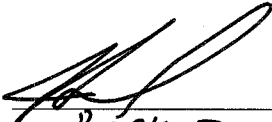


IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

**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 )

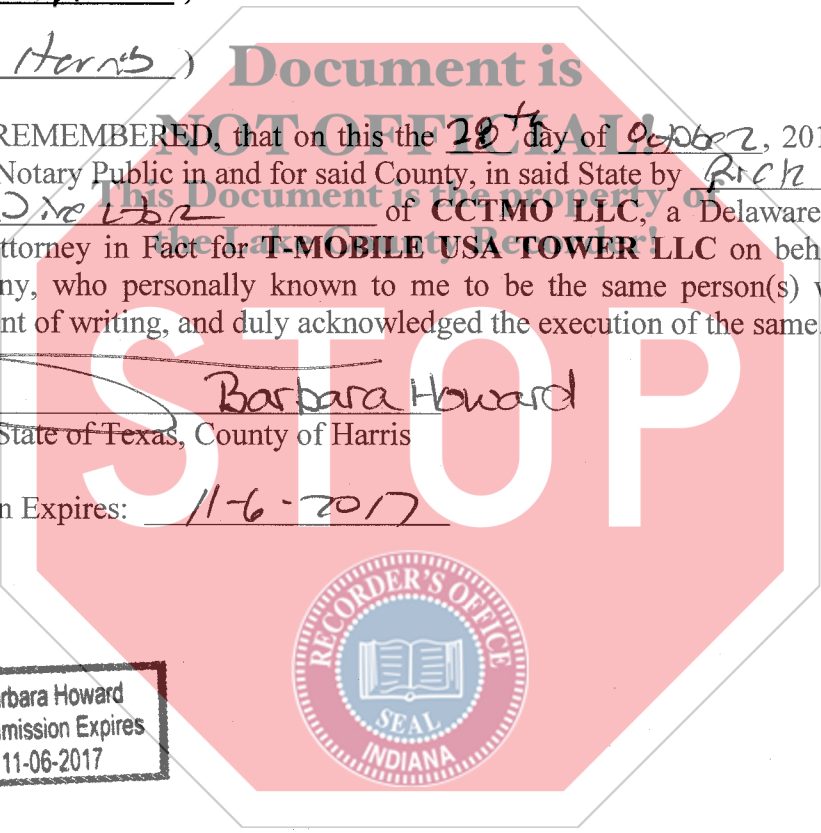
COUNTY OF Harris )

BE IT REMEMBERED, that on this the 28<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: [Signature] (SEAL)  
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, 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]  
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 1,225 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

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

THAT PART OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT 2356.5 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 17, MEASURED ALONG THE NORTHERLY LINE OF CENTRAL AVENUE AS IT EXISTED ON FEBRUARY 23, 1901, IN THE TOWN OF EAST GARY; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF CENTRAL AVENUE A DISTANCE OF 300.0 FEET TO A POINT 2656.5 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 17, MEASURED ALONG THE NORTHERLY LINE OF CENTRAL AVENUE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO JOHN M. BROOKS AND R. N. RICE BY GEORGE EARLE AND WIFE BY DEED DATED NOVEMBER 11, 1854, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AT LAKE COUNTY, INDIANA, ON NOVEMBER 18, 1854, IN BOOK "K", PAGE 41; THENCE NORTHERLY ALONG THE WEST LINE OF THE PROPERTY CONVEYED TO SAID JOHN M. BROOKS AND R. N. RICE, WHICH IS ALSO AT RIGHT ANGLES TO THE SAID NORTH LINE OF CENTRAL AVENUE, 318.67 FEET, MORE OR LESS TO THE SOUTH LINE OF A PARCEL OF LAND CONVEYED BY GEORGE EARLE AND WIFE TO THE NEW ALBANY AND SALEM RAILROAD BY DEED DATED AUGUST 28, 1851 AND RECORDED OCTOBER 24, 1851, IN BOOK "F", PAGE 64; THENCE EASTERLY ALONG THE SAID SOUTH LINE 110 FEET MORE OR LESS, FOR A POINT 18.00 FEET SOUTHERLY BY RECTANGULAR MEASUREMENT FROM THE CENTER LINE OF THE MOST SOUTHERLY TRACK OF THE MICHIGAN CENTRAL RAILROAD COMPANY; THENCE EASTERLY ALONG A LINE PARALLEL WITH AND 18.00 FEET DISTANT SOUTHERLY BY RECTANGULAR MEASUREMENT FROM THE CENTER LINE OF SAID TRACK TO A POINT IN A LINE WHICH IS PARALLEL WITH AND 300.00 FEET EASTERLY, MEASURED ALONG A LINE WHICH IS PARALLEL WITH THE SAID NORTHERLY LINE OF CENTRAL AVENUE, FROM THE WEST LINE OF SAID PARCEL CONVEYED TO JOHN M. BROOKS AND R. N. RICE BY GEORGE EARLE AND WIFE, BY DEED DATED NOVEMBER 11, 1854; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO THE PLACE OF BEGINNING.

TAX ID NO: 45-09-17-256-001.000-021  
ADDRESS: 2750 CENTRAL AVENUE, LAKE STATON, IN 46405



**Exhibit "B"**

Memorandum of Lease  
Assessor's Parcel Number: 006-14-19-0009-0062  
Between VFW - Post #9323, Inc ("Landlord") and Voicestream GSM I Operating Co., LLC ("Tenant")

A Site Lease with Option (the "Lease") by and between VFW - Post #9323, Inc, a(n) ("Landlord") and Voicestream GSM I Operating Co., LLC, a Delaware Limited Liability Company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of six (6) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional six (6) month renewal ("Optional Period")

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date") Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign

LANDLORD: VFW - Post #9323, Inc

By: *Norm Fontaine*  
Printed Name: NORM FONTAINE  
Its: COMMANDER  
Date: 6/12/05

LANDLORD:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT: Voicestream GSM I Operating Co., LLC

By: *Greg Cisewski*  
Printed Name: Greg Cisewski  
Its: Regional Vice President, Engineering And Operations  
Date: \_\_\_\_\_



Site Number: CH6-689C  
Site Name: VFW-9323  
Market: Chicago

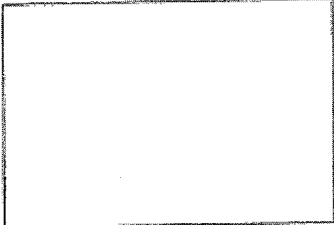
*[Notary block for Landlord]*

*[Notary block for Corporation, Partnership, Limited Liability Company]*

STATE OF Indiana )  
COUNTY OF Lake ) ss.

This instrument was acknowledged before me on July 6, 2005 by Commander (title)  
of VFW Post #9323 a non-profit (type of entity) on behalf of said  
VFW Post #9323 (name of entity) Inc.

Dated: 7-6-2005



Ethel S. Bottom  
Notary Public  
Print Name ETHEL S. BOTTOM  
My commission expires Nov 23, 2008

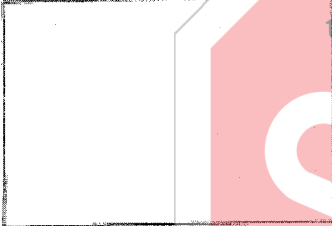
(Use this space for notary stamp/seal)

*[Notary block for Individual]*

STATE OF Indiana )  
COUNTY OF Lake ) ss.

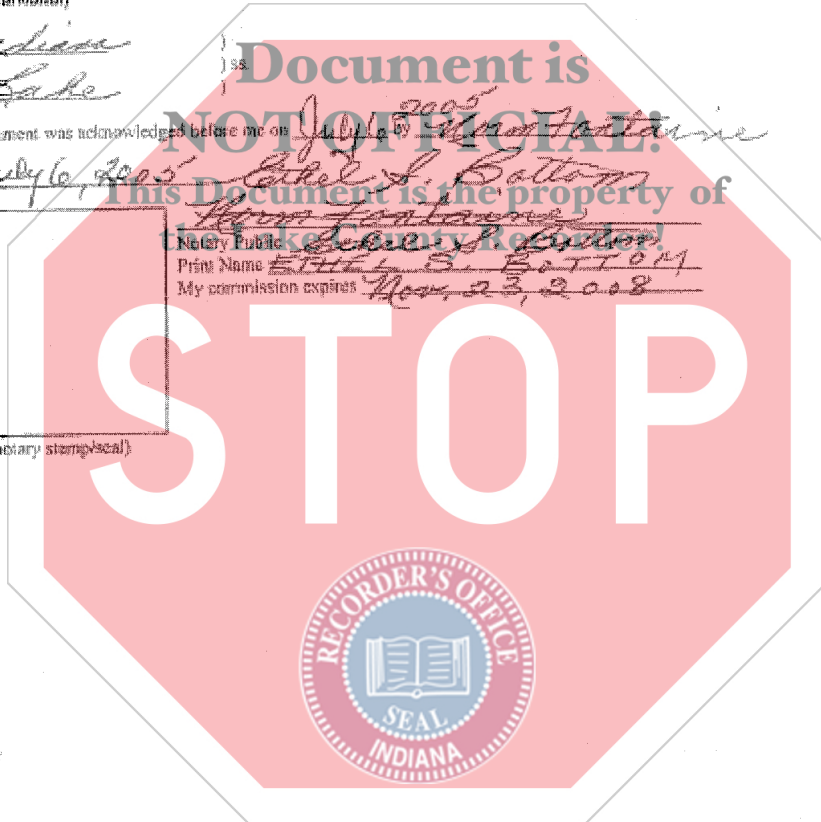
This instrument was acknowledged before me on July 6, 2005 by Harold Farkas

Dated: July 6, 2005 Ethel S. Bottom  
Harold Farkas  
This Document is the property of Harold Farkas



Notary Public Ethel S. Bottom  
Print Name ETHEL S. BOTTOM  
My commission expires Nov 23, 2008

(Use this space for notary stamp/seal)



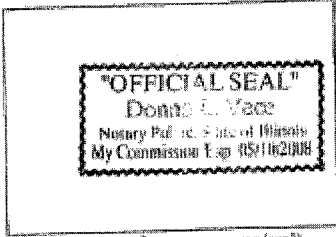
Site Number: CH48-681C  
Site Name: VFW #9323  
Market: Chicago

*(Notary block for Tenant)*

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

I certify that I know or have satisfactory evidence that Greg Cisewski is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Regional Vice President, Engineering And Operations of Voicestream GSM 1 Operating Co., LLC, a Delaware Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6-29-05



(Use this space for notary stamp/seal)

Donna L. Vece  
Notary Public  
Print Name Donna L. Vece  
My commission expires 5-10-08



Site Number: CH43-685C  
Site Name: MPW-9323  
Market: CH1222



EXHIBIT A  
Legal Description

The Property is legally described as follows:

That part of Section 17, Township 36 North, Range 7 West of the Second Principal Meridian in Lake County, Indiana, more particularly described as: Beginning at a point 2,356.5 feet Westerly of the East line of said Section 17, measured along the Northerly line of Central Avenue as it existed on February 23, 1961 in the Town of East Gary; thence Westerly along said Northerly line of Central Avenue a distance of 300.0 feet to a point 2,656.5 feet Westerly of the East line of said Section 17, measured along said Northerly line of Central Avenue, said point also being the Southwest corner of the property conveyed to John M. Brooks and R. N. Rice by George Earle and Wife by Deed dated November 11, 1854, recorded in the Office of the recorder of Deeds at Lake County, Indiana on November 16, 1854, in Book "K", page 41; thence Northerly along the West line of the property conveyed to said John M. Brooks and R. N. Rice, which is also at right angles to the said North line of Central Avenue, 319.67 feet, more or less to the South line of a parcel of land conveyed by George Earle and Wife to the New Albany and Salem Railroad by Deed dated August 28, 1851 and recorded October 24, 1851, in Book "F", page 64, thence Easterly along the said South line 110 feet more or less, to a point 18.00 feet Southerly by rectangular measurement from the center line of the most Southerly track of the Michigan Central Railroad Company; thence Easterly along a line parallel with and 18.00 feet distant Southerly by rectangular measurement from the center line of said track, to a point in a line which is parallel with and 300.00 feet Easterly, measured along a line which is parallel with the said Northerly line of Central Avenue, from the West line of said parcel conveyed to John M. Brooks and R. N. Rice by George Earle and Wife, by Deed dated November 11, 1854; thence Southerly along said parallel line to the place of beginning.



Site Number: 48-055C  
Site Name: VFW #9323

Version 9-1-00

BU# 828726; VFW #9323  
2120788 v1

B-4