

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

Recording Requested by and Return to:

Crown Castle
1220 Augusta Drive
Houston, TX 77057
Attention: PEP
Phone: 713-570-3118

Document Prepared by:

Matt Barnes
Burr & Forman LLP
20 North 20th Street, Suite 3400
Birmingham, AL 35203
Phone: 205-458-5120

Grantor/ Lessor / "T-Mobile Lessor"

T-Mobile USA Tower LLC, a Delaware limited liability company,
with an address of 12920 S.E. 38th Street, Bellevue, WA 98006
By CCTMO LLC, a Delaware limited liability company, its Attorney in Fact

NOTE: Limited Power of Attorney, dated November 12, 2012, recorded on 6/18/2013,
at Instrument Number 1316957865, of the official records of Cook County, IL

Grantee / Lessee / "Crown"

CCTMO LLC, a Delaware limited liability company,
with an address of 1220 Augusta Drive, Houston TX 77057

822401 Cook, IL

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Prepared Out of State By:

Matthew W. Barnes
 Burr & Forman LLP
 420 North 20th 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: _____

See Exhibit A for Common Address and Tax Parcel No.

Space above for County Recorder's Use

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

THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT (this "Memorandum") is made this ____ day of _____, 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 S. Lanie and VoiceStream GSM I Operating Company, LLC ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated November 2, 2005, a memorandum of which was recorded as Instrument Number 0626522032 in the Public Records of Cook County, Illinois, 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.]

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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

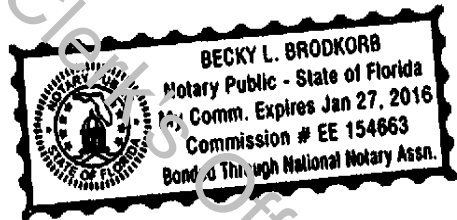
By: [Signature]
Name: S. Fox Sacks
Its: Real Estate Transaction Mgr.

State of Florida
County of Sarasota ss.

The instrument was acknowledged before me on July 31, 2013 by Sherril Fox Sacks, the RETM of **CCTMO LLC**, a Delaware limited liability company, as Attorney in Fact for **T-MOBILE USA TOWER LLC**, on behalf of the said limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last above written.

[Signature]
Notary Public, State of FL, County of Sarasota
My commission expires: 1-27-2016
Acting in the County of Sarasota



[SEAL]

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CROWN:

CCTMO LLC,
a Delaware limited liability company

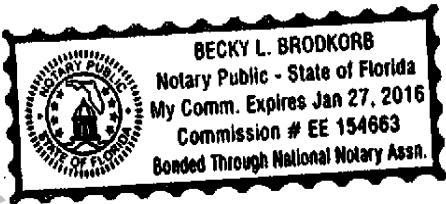
By: [Signature]
Name: S. Fox Sacks
Its: Real Estate Transaction Mgr.

State of Florida)
County of Sarasota) ss.

The foregoing instrument was acknowledged before me this 31st day of July,
2013 by Shari Fox Sacks, the RETM of **CCTMO LLC**, a Delaware
limited liability company, on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day
and year last above written.

[Signature]
Notary Public, State of FL, County of Sarasota
My commission expires: 1-27-2016
Acting in the County of Sarasota



[SEAL]

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EXHIBIT "A"

A 1,250 sq. ft. portion of the following described real property, together with easements for ingress, egress and utilities thereto:

SITUATE IN THE COOK COUNTY, ILLINOIS:

THE NORTHEASTERLY 1/2 OF LOT 35 (BEING 25 FEET FRONT ON ARCHER AVENUE AND RUNNING BACK THE SAME WIDTH TO AN ALLEY AND LYING SOUTHWEST OF AND ADJOINING LOT 34) IN STINSON'S SUBDIVISION OF BLOCKS 1, 2, AND 10 IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID NO: 17-31-204-031-0000

ADDRESS: 3164 and 3166 S. Archer ave., Chicago, IL 60608