

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

Prepared Out of State By:
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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 19 day of Sept, 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. Robert White and Cook Inlet/VoiceStream Operating Company, L.L.C. ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated February 1, 2001, 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.

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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.

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 No. 1316957865 in the Public Records of Cook County, Illinois.

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

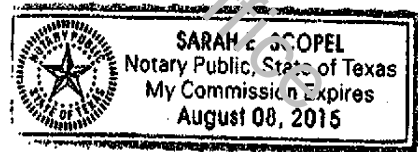
State of Texas)
County of Hamis) ss.

The instrument was acknowledged before me on Sept., 2013 by Helen Smith, the RET Mar 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.

Sarah E. Scopel
Notary Public, State of Texas, County of Hamis
My commission expires: 8.8.15
Acting in the County of Hamis

[SEAL]



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EXHIBIT "B"

Memorandum of Lease and Option Between Robert White ("Landlord")

and Cook Inlet / VoiceStream Operating Company, L.L.C., a Delaware limited liability company ("Tenant")

A Site Lease with Option ("Lease") by and between Robert White ("Landlord") and Cook Inlet / VoiceStream Operating Company, L.L.C. ("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 twelve (12) month after date of 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") and shall terminate at midnight on the last day of the month in which the fifth anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for five (5) additional 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: Robert White

By: Robert White
Printed Name: Robert White
Its: _____
Date: 01-05-01

LANDLORD:

By: _____
Printed Name: _____
Its: _____
Date: _____

TENANT: Cook Inlet / VoiceStream Operating Company, L.L.C.

By: VoiceStream PCS BTA Corporation

By: Raj Tank
Printed Name: Director of Ops. and Dev.
Its: _____
Date: 2-1-01

Site Number: CH18-421E
Site Name: White Property
Market: Chicago

Rev. 2/00

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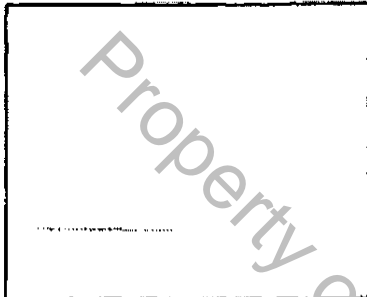
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[Notary for Landlord]
[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, [title]
of _____ a _____ [type of entity], on
behalf of said _____ [name of entity].

Dated: _____



(Use this space for notary stamp/seal)

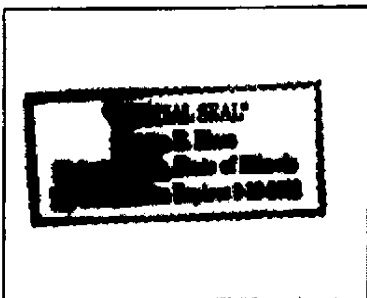
Notary Public
Print Name _____
My commission expires _____

[Notary block for Individual]

STATE OF ILL. N.S)
) ss.
COUNTY OF WILL)

This instrument was acknowledged before me on 1/5/01 by
ROBERT WHITE

Dated: 01/05/01



(Use this space for notary stamp/seal)

George E. Glass
Notary Public
Print Name George E. Glass
My commission expires 9/12/02

Site Number: CH18-421F
Site Name: White Property
Market: Chicago

Rev. 2/00

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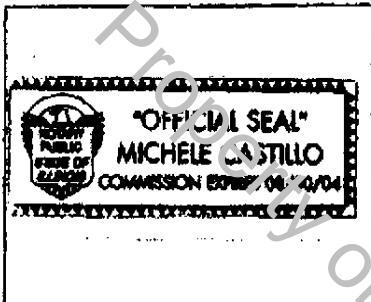
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[Notary block for Tenant]

STATE OF ILLINOIS)
COUNTY OF Cook) ss.

I certify that I know or have satisfactory evidence that Raj Tank is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Dir of Ops & Dev < >, < >, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-1-01



(Use this space for notary stamp/seal)

Michele Castillo
Notary Public
Print Name Michele Castillo
My commission expires 8/30/04

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Site Number: CH18-421F
Site Name: White Property
Market: Chicago

Rev. 200

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EXHIBIT A Legal Description

The Property is legally described as follows:

THAT PART OF THE SOUTH WEST QUARTER OF SECTION 19, TOWNSHIP 25 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTH WEST CORNER OF SAID QUARTER; THENCE EAST ALONG THE CENTER SECTION LINE 208.71 FEET; THENCE SOUTH 208.71 FEET; THENCE WEST 208.71 FEET TO THE SECTION LINE; THENCE NORTH 208.71 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND; BEGINNING AT THE NORTH WEST CORNER OF SAID SOUTH WEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH WEST QUARTER A DISTANCE OF 208.71 FEET TO A POINT; THENCE EAST A DISTANCE OF 70.0 FEET (MEASURED AT RIGHT ANGLES) TO A POINT; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SOUTH WEST QUARTER, A DISTANCE OF 116.15 FEET TO A POINT; THENCE NORTHEASTERLY A DISTANCE OF 49.49 FEET TO A POINT, DISTANT 105.0 FEET EAST AND 57.67 FEET SOUTH OF SAID NORTH WEST CORNER; THENCE EAST A DISTANCE OF 103.71 FEET TO A POINT, SAID POINT BEING DISTANT 58.02 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF THE NORTH LINE OF SAID SOUTH WEST QUARTER; THENCE NORTH ALONG THE EAST PROPERTY LINE OF THE PARCEL HEREIN DESCRIBED, A DISTANCE OF 58.02 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH WEST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH WEST QUARTER, A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING.

Rev. 2/00

Site Number: CH18-421E
 Site Name: White Property
 Market: Chicago

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