

**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 105  
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 20 day of September, 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. Tinley Park - Park District and VoiceStream GSM Operating Company, LLC ("Original T-Mobile Tenant"), entered into that certain Tower Lease Agreement dated March 25, 2005, a memorandum of which was recorded as Instrument Number 0600915004 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

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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.

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 Number 1316957865 in the aforesaid recording office.

*[Remainder of page intentionally left blank. Signature and acknowledgments to follow.]*



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CROWN:

CCTMO LLC,  
a Delaware limited liability company

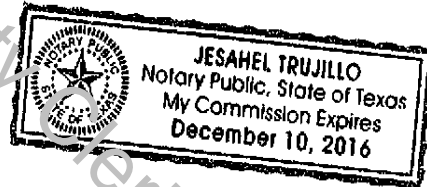
By: [Signature]  
Name: Scott Tonnesen  
Its: Director

State of TX )  
) ss.  
County of Harris )

The foregoing instrument was acknowledged before me this 20 day of September, 2013, by Scott Tonnesen, the Director 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 TX, County of Harris  
My commission expires: 12-10-16  
Acting in the County of Harris



[SEAL]

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## EXHIBIT "A"

An approximately 900 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

THE FOLLOWING DESCRIBED REAL PROPERTY IN COOK COUNTY, AND STATE OF ILLINOIS.

THAT PART OF THE EAST 70 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 70 ACRES AFORESAID AND THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD AND RUNNING THENCE NORTH ALONG THE SAID WEST LINE OF THE EAST 70 ACRES A DISTANCE OF 625 FEET TO A POINT; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST QUARTER AFORESAID A DISTANCE OF 375 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL WITH THE SAID WEST LINE OF THE EAST 70 ACRES TO THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE TO THE PLACE OF BEGINNING.

**Part of PIN: 28-30-406-002-0000**

**Common Address: 6600 W. 171st St., Tinley Park, IL 60477**