

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

Prepared Out of State By:
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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 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 12926 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. Village of Lyons and Voicestream GSM I Operating Company ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated May 29, 2003, a memorandum of which was recorded as Instrument No. 0330117110 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 No. 1316957865 in the aforesaid recording office.

[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: Helen Smith
Its: Real Estate Transaction Manager

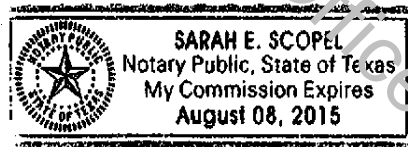
State of Texas)
County of Hamis) ss.

The instrument was acknowledged before me on Sept. 19 2013 by Helen Smith, the RET Mgr 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 "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:

THE NORTH 118 FEET OF THAT PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION, 945.78 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION RUNNING THENCE EAST ALONG SAID NORTH LINE 151 FEET, THENCE SOUTH 338.82 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION TO THE CENTERLINE OF OGDEN AVENUE, THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF OGDEN AVENUE, 151.83 FEET TO ITS INTERSECTION WITH A LINE DRAWN THROUGH SAID POINT OF BEGINNING AND PARALLEL WITH THE WEST LINE OF SAID SECTION, THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE 355.8 FEET TO PLACE OF BEGINNING

TAX ID NO: 18-01-100-014-0000

ADDRESS: 7824 W. Ogden Ave, Lyons, IL 60534