

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

Prepared Out of State By:  
Matthew W. Barnes  
Burr & Forman LLP  
420 North 20<sup>th</sup> 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 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. Azteca Foods, Inc. and Cook Inlet/VoiceStream Operating Company, L.L.C. ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated June 20, 2000, a memorandum of which was recorded as Instrument Number 0010198770 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

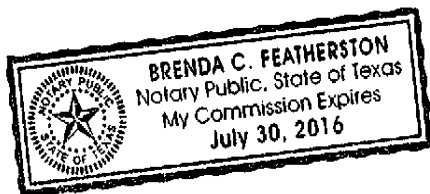
State of Texas )  
County of Harris ) ss.

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 Texas, County of Harris  
My commission expires: 7/30/16  
Acting in the County of Harris

[SEAL]



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## EXHIBIT "A"

An approximately 1,600 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

SITUATE IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

THAT PART OF THE NORTHEAST 1/4 OF SECTION 7 AND OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SOUTH MERRIMAC AVENUE AS LAID OUT IN BARTLETT HIGHLANDS, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SAID SECTION 8, THE PLAT OF WHICH IS RECORDED AS DOCUMENT NUMBER 5050528, AND SAID LINE EXTENDED NORTH, SAID POINT BEING 33.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 8, THENCE NORTH ALONG THE WEST LINE OF SAID SOUTH MERRIMAC AVENUE EXTENDED NORTH, 670.00 FEET TO A POINT ON THE SOUTH LINE OF A TRACT OF LAND CONVEYED BY THE ILLINOIS CENTRAL GULF RAILROAD COMPANY TO THE CLOROX BY DEED DATED JULY 10, 1979, THENCE WEST ALONG THE SOUTH LINE OF SAID TRACT 932.45 FEET TO AN INTERSECTION WITH THE EAST LINE OF SOUTH NARRAGANSETT AVENUE, AS LAID OUT IN BARTLETT HIGHLANDS AFORESAID, AND SAID LINE EXTENDED NORTH; THENCE ALONG THE EAST LINE OF SAID SOUTH NARRAGANSETT AVENUE EXTENDED NORTH 112.23 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED BY THE CLOROX COMPANY TO THE ILLINOIS CENTRAL GULF RAILROAD COMPANY BY DEED DATED SEPTEMBER 20, 1979, AND RECORDED NOVEMBER 7, 1979, AS DOCUMENT NO. 25230881, SAID POINT BEING THE POINT OF BEGINNING FOR THE PREMISES HEREIN DESCRIBED; THENCE NORTHEAST ALONG THE SOUTH LINE OF SAID TRACT 115.86 FEET TO A POINT, SAID POINT BEING 843.51 FEET NORTH (AS MEASURED PERPENDICULARLY) OF THE SOUTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, AFORESAID, AND 145.38 FEET EAST (AS MEASURED PERPENDICULARLY) OF THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 8; THENCE NORTHWESTERLY ALONG A LINE DRAWN PERPENDICULARLY TO THE LAST DESCRIBED LINE 247.62 FEET TO A POINT WHICH IS 10.00 FEET SOUTHEAST OF (AS MEASURED AT RIGHT ANGLES TO) THE CENTERLINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY'S TRACT NUMBER 316A; THENCE SOUTHWESTERLY ALONG A LINE IS 10.00 FEET SOUTHEAST OF AND PARALLEL TO THE CENTERLINE OF SAID TRACT NUMBER 316A, 433.67 FEET; THENCE SOUTHWESTERLY 167.08 FEET ALONG THE ARC OF A CIRCLE, 10.00 FEET SOUTHEAST OF AND CONCENTRIC TO THE CENTER LINE OF SAID TRACT NO. 316A, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 1068.99 FEET, AND A CENTRAL ANGLE OF 8 DEGREES, 57 MINUTES, 19 SECONDS; THENCE SOUTHWESTERLY ALONG A LINE WHICH IS 10.00 FEET SOUTHEAST OF AND PARALLEL WITH THE CENTER LINE OF TRACT NO. 316A AFORESAID; 257.11 FEET TO A POINT ON THE WEST LINE OF SOUTH NATCHEZ AVENUE AS LAID OUT IN FREDERICK H. BARTLETT'S FIRST ADDITION TO BARTLETT HIGHLANDS, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SAID SECTION 7, THE PLAT OF WHICH IS RECORDED AS DOCUMENT NO. 5221469, AND SAID LINE EXTENDED NORTH; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH NATCHEZ AVENUE EXTENDED NORTH 129.92

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FEET TO A POINT ON THE NORTH LINE OF A TRACT OF LAND CONVEYED BY THE FORMER GULF MOBILE AND OHIO RAILROAD COMPANY TO CLEARING INDUSTRIAL DISTRICT, INC., BY DEED DATED JANUARY 15, 1950 AND RECORDED MARCH 16, 1950 AS DOCUMENT NO, 14755671; THENCE EAST ALONG THE NORTH LINE OF SAID TRACT 448.02 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED BY THE ILLINOIS CENTRAL GULF RAILROAD COMPANY TO AZTECA CORN PRODUCTS CORPORATION BY DEED DATED FEBRUARY 15, 1985 AND RECORDED FEBRUARY 20, 1985 AS DOCUMENT NO. 27448679; THENCE NORTHEAST 50.77 FEET TO A POINT WHICH IS 234.72 FEET WEST AND 745.82 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 8; THENCE NORTHEAST 276.32 FEET TO A POINT WHICH IS 33.00 FEET EAST AND 815.23 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8, SAID POINT BEING THE NORTHEAST CORNER OF THE TRACT OF LAND CONVEYED BY THE ILLINOIS CENTRAL GULF RAILROAD COMPANY TO THE AZTECA CORN PRODUCTS CORPORATION AFORESAID, AND THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TAX ID NO: 19-07-201-029

ADDRESS: 5005 S. Nagle Ave., Chicago, IL 60638