

Recording Requested by
and Return to:
Old Republic Residential Information Services
530 S. Main Street, Suite 1031
Akron, Ohio 44311
Attention: _____

STATE OF COLORADO)
COUNTY OF EL PASO)

Cross Reference to:
Instrument Number 097004020
El Paso County, Colorado Records

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

THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT (this "Memorandum") is made this 29 day of August, 2013, by and between **T-MOBILE WEST 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. Donald & Eileen Kvols and Western PCS III License Corporation, a Delaware corporation ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated October 14, 1996, a memorandum of which was recorded as Instrument Number 097004020 in the Office of the Clerk and Recorder of El Paso County, Colorado, 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.

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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.

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 E 213078778 in the aforesaid recording office.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

T-MOBILE LESSOR:

T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: **CCTMO LLC,**
a Delaware limited liability company
Its: Attorney in Fact

By: *[Signature]*
Name: Ellie Smith *Manager*
Its: Real Estate Transaction ~~Supervisor~~

STATE OF Texas ,
COUNTY OF Harris

The foregoing instrument was acknowledged before me on this 29 day of August, 2013 by Helen Smith of CCTMO LLC, a Delaware limited liability company, as Attorney in Fact for T-MOBILE WEST TOWER LLC on behalf of said limited liability company.

Given under my hand and official seal this 29 day of August, 2013

[Signature]
Notary Public

My Commission Expires: 8-8-15

[SEAL]



CROWN:

CCTMO LLC,
a Delaware limited liability company

By:  (SEAL)
Name: Ellie Smith
Its: Real Estate Transaction ~~Supervisor~~ *manager*

STATE OF Texas,
COUNTY OF Harris,

The foregoing instrument was acknowledged before me on this 29 day of August, 2013 by Helen Smith of **CCTMO LLC**, a Delaware limited liability company, on behalf of said limited liability company.

Given under my hand and official seal this 29 day of August, 2013


Notary Public

My Commission Expires: 8.8.15

[SEAL]



EXHIBIT "A"

An approximately 1350 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

SITUATE IN THE COUNTY OF EL PASO AND STATE OF COLORADO.

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF PETERSON ROAD WHICH BEARS NORTH 55 DEGREES 14 MINUTES 49 SECONDS WEST, 3210.43 FEET FROM THE CENTER QUARTER CORNER OF SAID SECTION 17; THENCE NORTH 88 DEGREES 16 MINUTES 32 SECONDS WEST ALONG SAID EAST LINE, BEING TWENTY WEST (20.00') EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 17, 100.00 FEET, THENCE NORTH 53 DEGREES 47 MINUTES 20 SECONDS EAST, 692.54 FEET THENCE ALONG THE BOUNDARY OF THAT TRACT DESCRIBED IN BOOK 3679 AT PAGE 489 OF THE RECORDS OF SAID COUNTY FOR THE FOLLOWING THREE (3) COURSES;

(1) THENCE SOUTH 00 DEGREES 12 MINUTES 17 SECONDS EAST 126.51 FEET,

(2) THENCE NORTH 64 DEGREES 58 MINUTES 20 SECONDS EAST, 320.33 FEET,

(3) THENCE NORTH 10 DEGREES 56 MINUTES 31 SECONDS EAST, 396.77 FEET TO A POINT ON THE SOUTH LINE OF COLORADO HIGHWAY NO. 94, THENCE SOUTH 89 DEGREES 53 MINUTES 54 SECONDS EAST ALONG SAID SOUTH LINE, BEING FIFTY FEET (50.00') SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SECTION 17, 1723.57 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 17; THENCE SOUTH 00 DEGREES 12 MINUTES 31 SECONDS EAST ALONG SAID EAST LINE, WHICH BEARING IS THE BEARING ON RECORD OF SAID LINE AND THE BASIS OF ALL BEARINGS IN THIS DESCRIPTION, 757.06 FEET, THENCE SOUTH 89 DEGREES 56 MINUTES 31 SECONDS WEST, 2631.07 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO.

TAX ID NO: 5417001004

ADDRESS: 6915 SPACE VILLAGE AVE, Colorado Springs, CO 80915