

This Instrument Prepared By:
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Return to:
Old Republic Residential Information Services
530 S. Main Street, Suite 1031
Akron, Ohio 44311
Attention: 13024055

STATE OF FLORIDA)

COUNTY OF COLUMBIA)

 201412004081 Date 3/24/2014 Time 11:16 AM
C.P. DeWitt Cason, Columbia County Page 1 of 5 B.1271 P.1349

Cross Reference to:
Book 957, Page 1196
Columbia County, Florida Records

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

THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT (this "Memorandum") is made this 23 day of May, 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. John L. Scott & Elaine V. Scott, and Powertel/Jacksonville, Inc. ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated July 23, 2001, a memorandum of which was recorded in Book 957, Page 1196 in the Public Records of Columbia County, Florida, 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.

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.

[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.

Witnesses:

[Signature]
Print Name: DAVID R MOORE

[Signature]
Print Name: All Almanza

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: R. Christopher Mooney
Its: Vice President

STATE OF Texas)

COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 23 day of May, 2013, by R. Christopher Mooney, the Vice President of **CCTMO LLC**, a Delaware limited liability company, as Attorney in Fact for **T-MOBILE USA TOWER LLC**, who executed the foregoing instrument on behalf of the said limited liability company. He/She is personally known to me or has produced _____ as identification.

Given under my hand this 23rd day of May, 2013.

[Signature]
Notary Public
Barbara Howard
Printed Name

My Commission Expires: 11-6-2013
My Commission Number: _____

EXHIBIT "A"

A 5,625 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

PART OF THE NW1/4 OF THE NE1/4 OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NW CORNER OF SAID NE1/4 OF THE NW1/4, THENCE RUN NORTH 89°21'47" EAST ALONG THE NORTH LINE OF SAID SECTION 33, A DISTANCE OF 665.52 FEET; THENCE RUN SOUTH 6°44'52" WEST, A DISTANCE OF 194.26 FEET THENCE RUN SOUTH 89°10'04" WEST, A DISTANCE OF 196.46 FEET; THENCE RUN NORTH 0°33'28" WEST, A DISTANCE OF 74.32 FEET; THENCE RUN SOUTH 89°21'47" WEST, A DISTANCE OF 459.62 FEET TO THE EAST RIGHT-OF-WAY LINE OF BROWN ROAD; THENCE RUN NORTH 6°44'52" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

TAX ID NO: R02435-001

ADDRESS: 299 NW Brown Rd , Lake City, FL, 32055