

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: 13050558

STATE OF FLORIDA)

COUNTY OF COLUMBIA)

Inst:201412008850 Date:6/16/2014 Time:9:58 AM
DC,P.DeWitt Cason,Columbia County Page 1 of 5 B:1276 P:169

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

THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT (this "Memorandum") is made this 30th day of JANUARY, 2014, by and between **T-MOBILE SOUTH 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. United States of America, acting through the Forest Service, Department of Agriculture, as authorized by the Act of October 21, 1976 (90 Stat. 2743; 43 U.S.C. 1761, et seq.), and Powertel/Jacksonville, Inc., its permitted successor and assignee, T-Mobile South, LLC, its agents, successors, and assigns ("Original T-Mobile Tenant"), entered into that certain Communications Use Lease dated February 21, 2006, 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: CHARITY TARIMA

[Signature]
Print Name: Amy Lin

T-MOBILE LESSOR:

T-MOBILE SOUTH LLC,
a Delaware limited liability company

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

By: [Signature]
Name: _____
Its: Rick J Reed
Land Acquisition Director

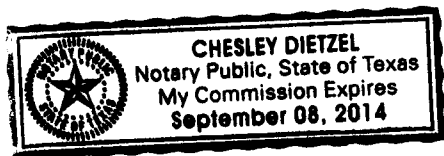
STATE OF Texas)
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 30 day of January, 2014, by Rick J. Reed, the Land Acq. Director of CCTMO LLC, a Delaware limited liability company, as Attorney in Fact for T-MOBILE SOUTH 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 30 day of January, 2014.

[Signature]
Notary Public
[Signature]
Printed Name

My Commission Expires: 9/8/2014
My Commission Number: _____



WITNESSES:

Charity
Print Name: CHARITY TABIMA

Amy
Print Name: Amy Un

CROWN:

CCTMO LLC,
a Delaware limited liability company

By: [Signature] (SEAL)
Name: _____
Its **Rick J Reed**
Land Acquisition Director

STATE OF Texas)

COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 30 day of January, 2014 by Rick Reed, the Director of CCTMO LLC, a Delaware limited liability company, 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 30 day of January, 2014.

Chesley Dietzel
Notary Public

Chesley Dietzel
Printed Name

My Commission Expires: 9/8/2014
My Commission Number: _____

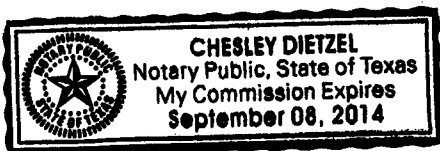


EXHIBIT "A"

An approximately 2,500 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

SITUATED IN THE COUNTY OF COLUMBIA, STATE OF FLORIDA:

SECTION 1, TOWNSHIP 3 SOUTH, RANGE 18 EAST, COLUMBIA COUNTY, FLORIDA.

TAX ID NO: 01-3S-18-10257-000

ADDRESS: 8268 Gumswamp Rd., Lake City, FL 32055