

This Instrument Prepared By:
Christopher S. Linde
Burr & Forman LLP
200 South Orange Avenue
Suite 800
Orlando, Florida 32801

**RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:**

UPF WASHINGTON INC
12410 E MIRABEAU PKWY #100
SPOKANE VALLEY WA 99216
REF # 452993

STATE OF FLORIDA)

COUNTY OF COLUMBIA)

Inst: 201612014913 Date: 09/13/2016 Time: 3:30PM
Page 1 of 5 B: 1321 P: 2592, P.DeWitt Cason, Clerk of Court
Columbia, County, By: BA
Deputy Clerk

Cross Reference to:
Book 953, Page 95
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 21 day of July, 2016 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. David A. Schiller and Victoria S. Schiller and Powertel/Jacksonville, Inc. ("Original T-Mobile Tenant") entered into that certain Ground Lease dated March 26, 2001, a memorandum of which was recorded as Instrument No. 20020090286 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.

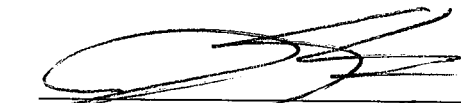
5. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the MPL. The MPL and the MA and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions 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.

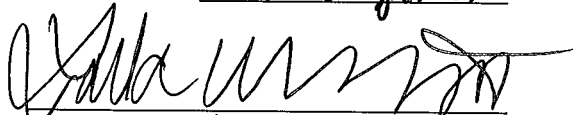
6. This Memorandum shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties; provided, however, if the term of both the MPL and MA shall terminate or expire with respect to the Site, the parties shall execute and file a revocation 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:



Print Name: James Parks


Print Name: Laura Walton

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

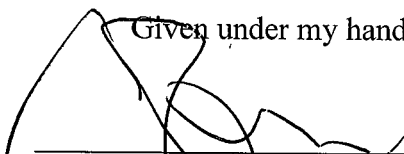
By: 
Name: _____
Its: Tara Groda
Portfolio Services Manager

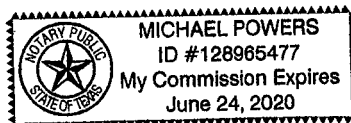
STATE OF TEXAS)

COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 21 day of July, 2016, by Tara Groda, the Port. Svc. Mgr. 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 21 day of July, 2016.


Notary Public
Michael Powers
Printed Name



My Commission Expires: _____
My Commission Number: _____

EXHIBIT "A"

An approximately 3,600 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN COLUMBIA COUNTY, FLORIDA, TO-WIT:

LOT 4, COLUMBIA COUNTY INDUSTRIAL PARK, PHASE I, ACCORDING TO THE PLAT THEREOF ON FILE IN PLAT BOOK 6, PAGE 185, PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

TAX ID NO: 02-4S-17-07479-104

ADDRESS: SE Newell Court, Lake City, FL 32025