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Skagit County Auditor

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Order # 01-13054360-01R

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

T-MOBILE WEST TOWER LLC

Grantee(s) (Last name first, then first name and initials)

CCTMO LLC

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

PTN SW 1/4 NW 1/4; PTN NW 1/4 SW 1 /4, 24-35-4 AKA PTN VAC. BLKS 20 & 21, WOOLLEY.

Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned

350424-0-007-0000

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

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

THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT (this "Memorandum") is made this 14th 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. Sea-Land Development Corporation and VoiceStream PCS III Corporation ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated June 15, 2000, a memorandum of which was recorded as Instrument No. 200009110046 in the Auditor's Records of Skagit County, Washington, 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.]



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CROWN:

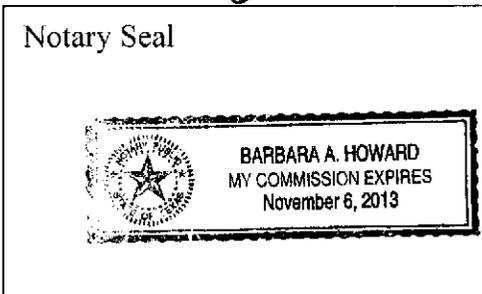
CCTMO LLC,
a Delaware limited liability company

By: *DRM*
Name: David R. Moore
Its: Portfolio Services Manager

STATE OF Texas)
)SS
COUNTY OF Harris)

I certify that I know or have satisfactory evidence that David Moore, is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Portfolio Svc. Mgr. of CCTMO LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 14, 2013



[Signature]
(Signature of Notary)

Barbara Howard
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Texas
Serial Number, if any: _____



EXHIBIT "A"

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

PARCEL "A":

That portion of Section 24, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the Southwest corner of Block 11, "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 2 of Plats, page 89, records of Skagit County, Washington;
thence North 0°05'44" West along the East line of Borseth Street, a distance of 1,293.38 feet to the true point of beginning;
thence continuing North 0°05'44" West along the East line of Borseth Street, a distance of 145.80 feet to the South line of vacated Waldron Street;
thence South 89°45'19" East along the South line of vacated Waldron Street a distance of 1,017.72 feet to a point on the West line of the Northern Pacific Railway right of way;
thence South 9°44'28" West along the West line of the Northern Pacific Railway right of way, a distance of 830.91 feet to a point on the centerline of the Old Fairhaven and Southern Railway;
thence North 52°18'37" West along the centerline of the said Fairhaven and Southern Railway right of way, a distance of 1,108.11 feet to the true point of beginning.

EXCEPT that portion lying Southerly of the Northerly line of the former right of way of the Fairhaven and Southern Railway Company.

Situate in the City of Sedro Woolley, County of Skagit, State of Washington.

PARCEL "B":

Vacated Blocks 20 and 21, "WOOLLEY, THE HUB OF SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 92, records of Skagit County, Washington, and a portion of vacated Block 2 of "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 2 of Plats, page 89, records of Skagit County, Washington.

EXCEPT that portion conveyed to the City of Sedro-Woolley by deed recorded November 19, 2008, under Auditor's File No. 200811190090, records of Skagit County, Washington.

TOGETHER WITH certain vacated streets and alleys adjoining and all more particularly described as follows:

(continued on following page)



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Beginning at the intersection of the South line of vacated Waldron Street with the Westerly line of the Sumas Branch, Northern Pacific Railway right of way;
thence West along the South line of said vacated Waldron Street to the East line of State Highway No. 17-A (Borseth Street);
thence North along the East line of said State Highway to the point of curvature to the right of said highway;
thence on a curve to the right Northeasterly along the Southeasterly line of said highway to the point where said highway runs East;
thence East along the South line of said highway to the Westerly line of the Sumas Branch, Northern Pacific Railway;
thence Southerly along said Westerly line to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the West ½ of Section 24, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the North line of the Great Northern Railway right of way and the East line of Borseth Street, as shown on the Plat of "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 2 of Plats, page 89, records of Skagit County, Washington;
thence North along the East line of Borseth Street to the North line of the former Fairhaven & Southern Railway right of way;
thence Southeasterly along the North line of said railway right of way to the intersection with the West line of the Northern Pacific Railway Company's right of way;
thence Southerly along the West line of said railway right of way to the intersection with the North line of the Great Northern Railway Company right of way;
thence Southwesterly along the Northerly line of said railroad right of way to the point of beginning;

TOGETHER WITH all vacated streets and alleys within the boundaries of said tract.

EXCEPT from said Parcel "C" the following described tract:

Beginning at a point of intersection of the Westerly boundary line of the Northern Pacific Railway Company's Sumas Branch right of way with the Northerly boundary line of the Great Northern Railway Company's Skagit Branch right of way;
thence South 80°29'22" West along said Northerly boundary line a distance of 77.8 feet;
thence Northeasterly on a curve to the left, said curve having a radius of 328.3 feet, a distance of 120 feet, more or less, to a point in said Westerly boundary line a distance of 68.8 feet Northerly measured along said Westerly boundary line from the point of beginning;
thence South 9°44'28" West along said Westerly boundary line a distance of 68.8 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.



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