

Return Address:
OLD REPUBLIC TITLE
530 South Main Street
Suite 1031
Akron, OH 44311



Skagit County Auditor \$153.00
12/18/2014 Page 1 of 10 11:06AM

Order # 01-13054361-01R

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

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 LLC

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

Grantee: CCTM1 LLC

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

A PORTION OF THE E 1/2 OF NE 1/4 OF GOVERNMENT LOT 8, S36, T34N, R2E, WILLAMETTE
MERIDIAN, SKAGIT COUNTY, WA

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

P20869 340236-0-009-0007

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 30 day of October, 2014, by and between **T-MOBILE WEST LLC**, a Delaware limited liability company ("T-Mobile Lessor"), having a mailing address of 12920 S.E. 38th Street, Bellevue, Washington 98006, and **CCTM1 LLC**, a Delaware limited liability company ("Crown"), having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Swinomish Indian Tribal Community and VoiceStream PCS III Corporation ("Original T-Mobile Tenant") entered into that certain Site Lease With Option dated May 18, 2000, a memorandum of which is attached hereto as **Exhibit B** 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.

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 201312060103 in the aforesaid recording office.

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



201412180028

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

T-MOBILE TENANT:

T-MOBILE WEST LLC,
a Delaware limited liability company

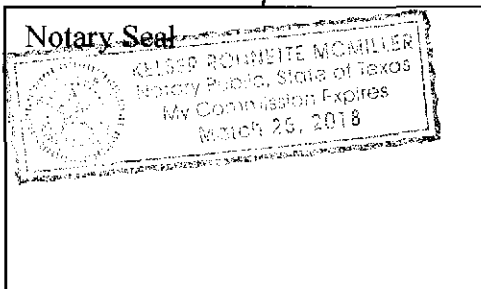
By: **CCTM1 LLC,**
a Delaware limited liability company
Its: Attorney in Fact

By: _____
Name: David Moore
Its: Director Portfolio Services

STATE OF Texas)
COUNTY OF Harris) SS

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 Director of CCTM1 LLC, a Delaware limited liability company, as Attorney-in-Fact for **T-MOBILE WEST LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10/30/14



[Signature]
(Signature of Notary)

Kelser McMiller

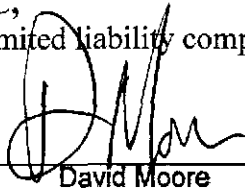
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of _____
Serial Number, if any: _____



201412180028

CROWN:

CCTM1 LLC,
a Delaware limited liability company

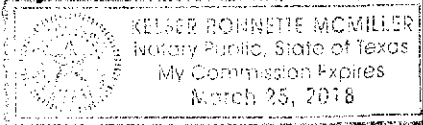
By: 
Name: David Moore
Its: Director Portfolio Services

STATE OF Texas)
COUNTY OF Harris)SS

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 Director of CCTM1 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: 10/30/14

Notary Seal




(Signature of Notary)

Kelser McMiller

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



EXHIBIT "A"

An approximately 200 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

A portion of the east 1/2 of the northeast 1/4 of Government Lot 8 in Section 36, Township 34 North, Range 2 East, Willamette Meridian, Skagit County, Washington, containing 200 square feet, more or less.



201412180028

EXHIBIT "B"

Return Address:

VoiceStream PCS III Corporation
19807 North Creek Parkway N.
Suite 101
Bothell, WA 98011
Attn: Lease Coordinator

MEMORANDUM OF LEASE AND OPTION

Grantor:

Swinomish Indian Tribal Community

Grantee:

VoiceStream PCS III Corporation

Legal Description:

A portion of the east 1/2 of the northeast 1/4 of Government Lot 8 in Section 36,
Township 34 North, Range 2 East, Willamette Meridian, Skagit County,
Washington, containing 200 square feet, more or less.

Complete legal description is on page D-4 of document.

Assessor's Property Tax Parcel Account Number(s): Allotment 122-T1003

Site Number: 7115A
Site Name: Swinomish
Market: Seattle

D-2



201412180028

After recording, please return to:

VoiceStream PCS III Corporation
19807 North Creek Parkway N.
Suite 101
Bothell, WA 98011
Attn: Lease Coordinator

Site Identification: 7115.A - Swinomish Market: Seattle

Memorandum of Lease and Option
Between Swinomish Indian Tribal Community ("Landlord")
and VoiceStream PCS III Corporation ("Tenant")

A Site Lease with Option ("Lease") dated as of May 18, 2000 by and between Swinomish Indian Tribal Community ("Landlord") and VoiceStream PCS III Corporation ("Tenant") was made regarding the following premises:

See attached Exhibit A.

Subject Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the 5th anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for one (1) additional twenty-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum on the 18th day of May, 2000.

LANDLORD:

Swinomish Indian Tribal Community

By: Brian Cladecy 5/30/00
Its: Chairman

TENANT:

VoiceStream PCS III Corporation

By: [Signature]
Its: Exec. Dir.

Site Number: 7115A
Site Name: Swinomish
Market: Seattle

D-3



201412180028

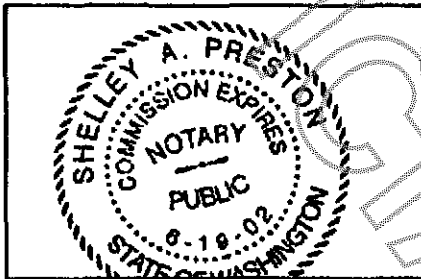
[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF WASHINGTON)

COUNTY OF SKAGIT) ss.

I certify that I know or have satisfactory evidence that Brian Cladooshy is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as Chairman of the Swinomish Indian Tribal Community to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 30, 2000



(Use this space for notary stamp/seal)

Notary Public

Print Name

My commission expires

Shelley A. Preston

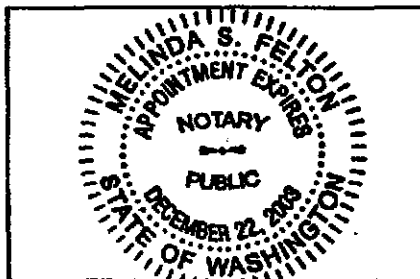
June 19, 2002

STATE OF WASHINGTON)

COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Tung Bui is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Executive Director of VoiceStream PCS III Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/18/00



(Use this space for notary stamp/seal)

Notary Public

Print Name

My commission expires

Melinda S. Felton

12-22-03

Site Number: 7115A
Site Name: Swinomish
Market: Seattle



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EXHIBIT A
Legal Description

To the Memorandum of Lease and Option dated 5/18/00, between Swinomish Indian Tribal Community, as Landlord, and VoiceStream PCS III Corporation, as Tenant.

The Property is legally described as follows:

A portion of the east 1/2 of the northeast 1/4 of Government Lot 8 in Section 36, Township 34 North, Range 2 East, Willamette Meridian, Skagit County, Washington, containing 200 square feet, more or less.

Site Number: 7115A
Site Name: Swinomish
Market: Seattle

D-4



201412180028