



Doc#: 0924749007 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/04/2009 10:43 AM Pg: 1 of 5

THIS DOCUMENT PREPARED BY,
and
WHEN RECORDED RETURN TO:

Michael Fraunces, Manager
(858) 799-7850
Md7 Capital Three, LLC
3721 Valley Centre Drive
Suite 303
San Diego, CA 92130

Parcel #: 15-25 208-006-0000

SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF AGREEMENT

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This Memorandum of Agreement ("**Memorandum of Agreement**") is entered into on May 12, 2009, by and between **Chicago Title Land Trust Company, as Trustee under Trust # 1084469 dated October 20, 1983** (together with its successors and assigns, "**Owner**"), whose mailing address for notices is 1843 Wisconsin Avenue, Berwyn, IL 60402-1602, and **Md7 Capital Three, LLC**, a Delaware limited liability company ("**Md7 Capital Three**"), whose mailing address for notices is 3721 Valley Centre Drive, Suite 303, San Diego, CA 92130.

Whereas, Owner and **T-Mobile Central LLC**, a Delaware Limited Liability Company, as successor in interest to VoiceStream GSM-I Operating Company, a Delaware Limited Liability Company (together with its successors and assigns, "**Tenant**") are parties to that Rooftop Lease With Option dated November 12, 2005, as amended, (collectively, the "**Lease**"), whereby Owner leased to Tenant certain premises described therein, together with any and all other space currently utilized by Tenant ("**Premises**"), that are a portion of that certain real property located at 3035 North California Avenue, Chicago, IL 60618 ("**Property**") described on **Exhibit A** attached hereto and incorporated herein; and

Whereas Owner and Md7 Capital Three entered into a certain Lease Assignment Agreement dated May 12, 2009 (the "**Agreement**") pursuant to which Owner, among other things, has assigned, conveyed and transferred and hereby assigns, conveys and transfers to Md7 Capital Three all of its rights, title and interest in, to and under the Lease, including the right to collect all rents from Tenant, for the Assignment Term (defined below).

1. The Term of the Agreement commences effective as of July 10, 2009 and expires on July 9, 2034 ("**Assignment Term**").
2. Owner and Md7 Capital Three desire and hereby enter into this Memorandum of Agreement to provide constructive notice of the existence of the Agreement, and of the parties' rights under the Lease and the Agreement.
3. The terms and conditions of the Lease and the Agreement are hereby incorporated as if set forth herein in full. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease and the Agreement, all of which are hereby ratified and

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affirmed. The Lease and the Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease and the Agreement, and shall run with the land and bind all assignees, transferees or successors of the parties' respective interests.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the day and year first above written.

OWNER:

* CHICAGO TITLE LAND TRUST COMPANY
* Chicago Title Land Trust, as Trustee under Trust # 1084469 dated October 20, 1983

By: Margaret O'Donnell
Print Name: Margaret O'Donnell
Title: ASST. VICE PRESIDENT

Md7 Capital Three:

Md7 Capital Three, LLC, a Delaware limited liability company

By: [Signature]
Print Name: David Pelling
Title: Vice President

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personally assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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OWNER ACKNOWLEDGEMENT

STATE OF IL)

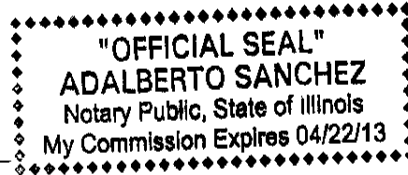
COUNTY OF Cook)

On May 29, 2009 before me, [print name and title of notarial officer here:] ADALBERTO SANCHEZ, personally appeared Margaret O'Donnell ASST. VICE PRESIDENT CHICAGO TITLE LAND TRUST COMPANY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

My commission expires: 4/22/13



(Seal)

Md7 Capital Three ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

) ss:

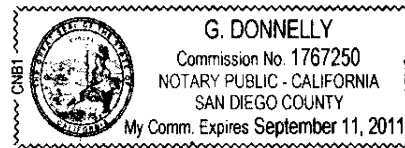
COUNTY OF SAN DIEGO)

On June 18, 2009, before me, G. Donnelly, a Notary Public, personally appeared David Pellings, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



(Seal)

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EXHIBIT A

PREMISES DESCRIPTION AND LEGAL DESCRIPTION OF PROPERTY

Street Address: 3035 North California Avenue, Chicago, IL 60618

Parcel #: 13-25-208-006-0000

Legal Description:

Lot 4 in the Subdivision of the North $\frac{1}{2}$ of Lot 3 and the North $\frac{45}{100}$ acres of the South $\frac{1}{2}$ of Lot 3 in the Subdivision of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded October 28, 1899 as Document 2886645 in Cook County, Illinois.