



Doc#: 1024404029 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/01/2010 01:53 PM Pg: 1 of 4

Prepared by *[Signature]*
RECORDED AT THE REQUEST OF :
~~AND WHEN RECORDED RETURN TO:~~

Mobilite Investments II, LLC
660 Newport Center Drive, # 200
Newport Beach, CA 92660

Return to: Fidelity National Title
7130 Glen Forest Dr. #300
Richmond VA 23226

MEMORANDUM OF ASSIGNMENT AND SITE LEASE AGREEMENT

This Memorandum of Assignment and Site Lease Agreement is made as of the latter signature date hereof (the "Effective Date") by and between Mobilite Investments II, LLC, with an office at 660 Newport Center Drive, Suite 200, Newport Beach, CA 92660 (hereinafter referred to as "Mobilite") and T-Mobile Central, LLC, with an office at 8550 W. Bryn Mawr Ave., Chicago, IL 60631 (hereinafter referred to as "Carrier" and as defined in the Master Lease Agreement).

1. Pursuant to an Assignment of Prime Lease Agreement ("Assignment") dated the 28th day of May, 2010 Carrier assigned to Mobilite all of its rights, title and interest, in, under and to that certain Site Lease With Option dated November 11, 2009 by and between 87th Street Church of Christ, an Illinois not-for-profit corporation, as landlord, and T-Mobile Central LLC, a Delaware limited liability company, as tenant (the "Lease") for the premises ("Premises") more particularly set forth in the Lease and more fully described in Attachment 1 annexed hereto.
2. Mobilite and Carrier entered into a Site Lease Agreement ("SLA") on the 28th day of May, 2010 for the purpose of installing, operating and maintaining a radio communications facility and other improvements at the Premises. All of the foregoing are set forth in the SLA.
3. The initial term of the SLA is for nine (9) years commencing on the Site Lease Commencement Date (as defined pursuant to the SLA). Carrier has four (4) successive five (5) year options to renew. If all options to renew are exercised, the term of this SLA will expire twenty-nine (29) years after the Site Lease Commencement Date.
4. This Memorandum of Assignment and Site Lease Agreement has been prepared to provide notice that the Premises are subject to the terms and conditions of the Assignment, the Lease and the SLA.
5. This Memorandum of Assignment and Site Lease 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 Assignment, the Lease or the SLA. In the event of a conflict between the provisions of this Memorandum of Assignment and Site Lease Agreement and the provisions of the Assignment or the Lease or the SLA, the provisions of the Assignment, the Lease or SLA shall control.

Address: 1933-35 W 87th St., Chicago, IL 60620

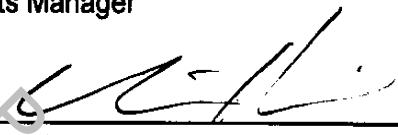
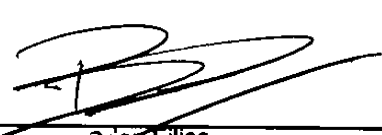
11899783

Site Name: 87th Street Church of Chr
Site ID: 2IL31954

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P 4
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SC —
INT [Signature]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Memorandum of Assignment and Site Lease Agreement as of the latter signature date below.

<p>MOBILITE INVESTMENTS II, LLC, a Delaware limited liability company</p> <p>By: Mobilitie, LLC, a Nevada limited liability company, its Manager</p> <p>By: </p> <p>Print Name: _____</p> <p>Title: CHRISTOS KARMI C/O. TOWER ACQUISITIONS AND LEASING MOBILITE, LLC</p> <p>Date: MAY 11 2010</p>	<p>CARRIER: T-MOBILE CENTRAL, LLC</p> <p>By: </p> <p>Print Name: Brian Filiss</p> <p>Title: Director, National Development</p> <p>Date: MAY 28 2010</p>
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Melanie Kiely 5/18/10
 T-Mobile Legal Approval
 Melanie Kiely

UNOFFICIAL COPY

State of California
County of Orange

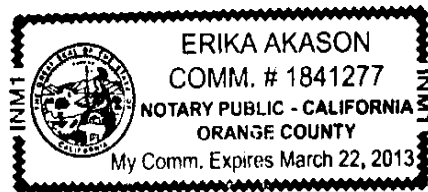
On ~~MAY 11 2010~~ before me, Erika Akason, a Notary Public, personally appeared Christos Karmis

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 he/she/they 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.

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 Erika Akason



(Seal)

STATE OF WASHINGTON

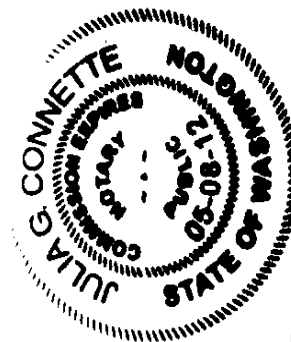
COUNTY OF KING

On 5/28/10 before me, Julia G. Connette, a Notary Public, personally appeared Brian Filiss

personally known to me (or 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 he/she/they 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 Julia G. Connette



(Seal)

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MEMORANDUM OF ASSIGNMENT AND SITE LEASE AGREEMENT

ATTACHMENT 1

LEGAL DESCRIPTION OF SITE

LOTS 6 TO 9 INCLUSIVE IN BLOCK 7 IN ENGLEWOOD HEIGHTS, BEING A SUBDIVISION OF WRIGHT'S SUBDIVISION OF THE NORTH 1/2 OF THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

25-06-200-008-0000

25-06-200-007-0000

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