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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/16/2011 01:00 PM Pg: 1 of 8

DOCUMENT NO.

MEMORANDUM OF LEASE

RETURN TO:

Ginsberg Jacobs LLC
300 South Wacker Drive, #2450
Chicago, IL 60606
Attn: Steven F. Ginsberg, Esq.
(Site Name: 131st & Harlem)

27-01-201-006

(Parcel Identification Number)

[Legal descriptions attached]

This Memorandum of Lease is entered into on this 7th day of September, 2011, by and between Central States Tower II, LLC, a Delaware limited liability company, having a mailing address of 323 S. Hale Street, Suite 100, Wheaton, IL 60187 (hereinafter referred to as "**Landlord**") and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, having a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Sublease Agreement ("**Agreement**") on the 7 day of September, 2011, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be ten (10) years ("**Initial Term**") commencing on the Commencement Date of the Agreement, with three (3) successive five (5) year automatic extension terms unless Tenant terminates at the end of the then current term by giving the Landlord written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the third (3rd) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. The Agreement shall commence on the earlier of (i) the date Tenant commences installation of the equipment on the Premises, or (ii) no later than January 1, 2013 along with reasonable evidence that Tower construction is complete (such as a certification of completion from Landlord's contractor) and a notice to proceed (collectively the foregoing are referred to as a "**NTB**"). In the event the earlier of the date Tenant commences installing its equipment falls between the 1st and

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15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (the "Commencement Date"). If Tenant does not commence installing its equipment prior to January 1, 2013, then January 1, 2013 shall be the Commencement Date.

3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** and depicted in **Exhibit 2** annexed hereto.
4. Tenant has the right of first refusal to match any bona fide offer for the transfer of Landlord's rights in the Premises during the initial term and all extension terms of the Agreement.
5. This Memorandum of Lease 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 Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. 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 Agreement.

[Signature page follows]

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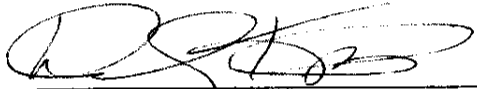
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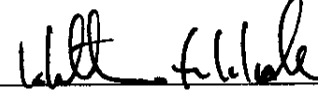
IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

"LANDLORD"

Central States Tower II, LLC



Print Name: WENDY K FISHER


By: 
Print Name: William E. Wade
Its: President
Date: 9/07/11

"TENANT"

Chicago SMSA Limited Partnership d/b/a Verizon Wireless

By: Cellco Partnership, its General Partner


Print Name: Ann Goldstein

By: 
Name: Beth Ann Drohan
Its: Area Vice President Network
Date: 9/7/11

Drafted By:

W. Wade
Central States Tower II, LLC
323 S. Hale Street, Suite 100
Wheaton, IL 60187

Re:
Carrier Cell Site Name: 131st & Harlem
Tenant Site Name: Orland Park
State: Illinois
County: Cook

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

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TENANT ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

This instrument was acknowledged before me on Sept. 1, 2011 by Beth Ann Drohan, the Area Vice President Network of Chicago SMSA Limited Partnership d/b/a Verizon Wireless.



Signature: [Handwritten Signature]
Name: Ann Goldstein
Notary Public: State of Illinois
My Commission Expires: _____

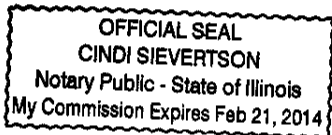
LANDLORD ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss:
COUNTY OF DUPAGE)

I CERTIFY that on September 7, 2011, William E. Wade personally came before me and acknowledged under oath that he or she:

- (a) is the President of Central States Tower II, LLC, the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.



Signature: [Handwritten Signature]
Name: Cindi Sievertson
Notary Public: State of Illinois
My Commission Expires: 2/21/2014

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EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

Exhibit to the Agreement dated September 7, 2011, by and between Central States Tower II, LLC, a Delaware corporation, as Landlord, and Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, as Tenant.

1. The Premises are described and/or depicted as follows:

Site address: 13500 S. Harlem Avenue, Orland Park, IL

Tax Parcel Number: 27-01-201-006

PARENT PARCEL AND EXISTING LEASE:

That part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 1, Township 36 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Northeast corner of Section 1 aforesaid; thence West along the North line of Section 1 aforesaid, 220 feet; thence South and parallel to the East line of Section 1, aforesaid, 200 feet thence East and parallel to the North line of Section 1 aforesaid, 220 feet to the East line of Section 1 aforesaid; thence North along the East line to the place of beginning, excepting therefrom that part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 1, Township 36 North Range 12, East of the Third Principal Meridian lying South of the existing South right of way line of 135th Street and West of the existing West right of way line of Harlem Avenue and North and East of the following described line; commencing at the Northeast corner of said Section; thence West along the North line of said section a distance of 220 feet to a point; thence South along a line at right angles to the last described course a distance of 50 feet to the point of beginning; thence East along a line 50 feet South of and parallel with the North line of said section a distance of 150 feet to a point; thence Southeast along a line forming an angle of 45 degrees East to Southeast with the last described course a distance of 28.28 feet to a point, (said point lying normally distant 50 feet West of an parallel to the East line of said Section a distance of 130 feet to a point, (said point lying normally distant 200 feet south of the north line of said section), all in Cook County, Illinois.

LEASED AREA:

All that part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 1, Township 36 North, Range 12 East of the Third Principal Meridian, described as:

Commencing at the Northeast corner of said Section 1; thence South $88^{\circ}-11'-17''$ West 220.00 feet along the North line of said Section 1; thence South $01^{\circ}-36'-10''$ East 155.26 feet; thence South $01^{\circ}-35'-58''$ East 3.48 feet; thence South $04^{\circ}-53'-39''$ East 11.53 feet; thence North $85^{\circ}-30'-18''$ East 2.13 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence North $85^{\circ}-30'-18''$ East, 12.33 feet; thence South $04^{\circ}-43'-38''$ East 22.27 feet; thence South $85^{\circ}-30'-18''$ West 12.33 feet; thence North $04^{\circ}-43'-38''$ West 22.27 feet to the place of beginning of this description.

TOWER COMPOUND:

All that part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 1, Township 36 North, Range 12 East of the Third Principal Meridian, described as:

Commencing at the Northeast corner of said Section 1; thence South $88^{\circ}-11'-17''$ West 220.00 feet along the North line of said Section 1; thence South $01^{\circ}-36'-10''$ East 155.26 feet TO THE PLACE OF

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BEGINNING OF THIS DESCRIPTION; thence North 85°-32'-38" East 14.37 feet; thence South 04°-29'-42" East 15.00 feet; thence South 85°-30'-18" West 14.46 feet to the place of beginning of this description.

PREMISES:

Ground Space Area

Landlord Utility and Ingress/Egress Easement

A 12.00 foot wide easement for ingress/egress in that part of the East ½ of the Northeast ¼ of Section 1, Township 36 North, Range 12 East of the Third Principal Meridian, the centerline of which is described as:

Commencing at the Northeast corner of said Section 1: thence South 88°-11'-17" West 220.00 feet along the North line of said Section 1; thence South 01°-36'-10" East 155.26 feet; thence North 85°-32'-39" East 14.37 feet; thence South 04°-29'-42" East 6.00 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 85°-30'-18" East 18.62 feet to point "A"; thence North 04°-43'-38" West 7.86 feet; thence North 38°-49'-29" West 10.91 feet; thence North 04°-41'-08" West 93.27 feet to the southerly right of way line of 135th Street (100' wide) for the place of ending of this centerline description; thence recommencing at the aforescribed point "A" FOR THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 04°-43'-38" East 19.40 feet to the place of ending of this centerline description. Sidelines should be lengthened or shortened to intersect the southerly right of way line of 135th Street.

Utility Easement:

An 8.00 foot wide easement for utilities in that part of the East ½ of the Northeast ¼ of Section 1, Township 36 North, Range 12 East of the Third Principal Meridian, the centerline of which is described as: commencing at the Northeast corner of said Section 1; thence south 88°-11'-17" West 220.00 feet along the North line of said Section 1; thence South 01°-36'-10" East 155.26 feet; thence North 85°-32'-39" East 14.37 feet; thence South 04°-29'-42" East 11.00 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 85°-30'-18" East 10.30 feet point "B"; thence North 85°-30'-18" East 20.56 feet to the place of ending of the centerline description; thence recommencing at the aforescribed point "B" FOR THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 24°-37'-07" East 128.53 feet to the southerly right of way line of 135th Street (100' wide) for the place of ending of this centerline description. Sidelines should be lengthened or shortened to intersect the southerly right of way line of 135th Street.

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EXHIBIT 2

SURVEY OF PREMISES

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