

Memorandum
of
Lease

Prepared by and
After recording, mail to: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/CH92048A

With a Copy To: Nick DiCasola
2150 S. Canalport, Unit 2C-8
Chicago, Illinois 60608

APN: 19-13-330-038 0000
Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Agreement") by and between Never Again LLC 6250 S. Mozart, an Illinois limited liability company ("Landlord") and T-Mobile Central LLC., a Delaware limited liability company ("Tenant") was made on ~~September 31~~ ^{December} 31, 2014 regarding a portion of the following property (as more particularly described in the Agreement, the "Premises"):

See Attached Exhibit A incorporated herein for all purposes.

Without limiting the terms and conditions of the Agreement, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.
2. Pursuant to the Agreement Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in this Agreement for an initial term of six (6) months commencing on the Effective Date (the "Initial Option Period"), which may be extended by Tenant for one additional six (6) month period (the "Additional Option Period").
3. Provided that the Option has not been terminated under the terms of the Agreement, the Agreement shall constitute a lease (the "Lease"), the term of which shall initially be for five (5) years and will commence on the earlier of a) the day after the expiration of the Initial Option Period (or Additional Option Period, if validly exercised), or (b) Tenant's receipt of the Government Approvals set forth in the Agreement (the "Commencement Date").
4. Tenant shall have the right to extend the Lease for five (5) successive renewal terms of five (5) years each, provided that Tenant has not provided notice of its election to terminate the Lease prior to any such automatic renewal. Upon the expiration of the fifth (5th) five (5) year renewal term, the Lease


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shall automatically extend for successive one (1) year periods unless Tenant provides notice not to extend as set forth in the Lease.


- 5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Agreement with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
- 6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: NEVER AGAIN LLC 6250 S. Mozart

By: 
 Printed Name: Michael A. DeLuca
 Title: Manager
 Date: 9-15-14

TENANT: T-Mobile Central LLC, a Delaware limited liability company

By: 
 Printed Name: Faisal Afridi
 Title: Area Director, Engineering & Operations
 Date: 12/31/14

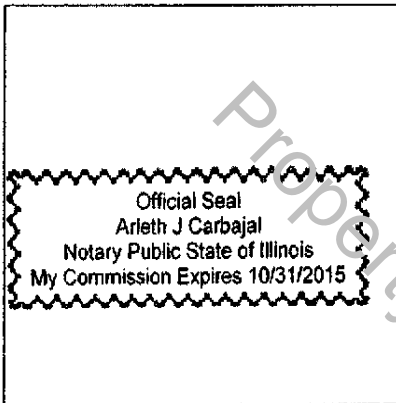
Property of Cook County Clerk's Office

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STATE OF Illinois)
) ss.
COUNTY OF COOK)

This instrument was acknowledged before me on September 15, 2014 by Nicola Angelodi Coscia, as Manager of Never Again LLC 6250 S. Mozart, an Illinois limited liability company, on behalf of said limited liability company.

Dated: 9/15/14



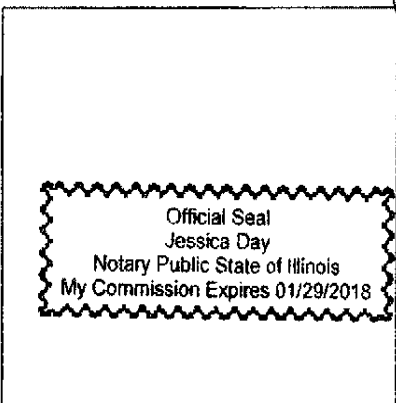
Arleth Carbajal
Notary Public
Print Name Arleth Carbajal
My commission expires 10/31/2015

(Use this space for notary stamp/seal)

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I certify that I know or have satisfactory evidence that FARAJ Afridi is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director of i-Mobile Central 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: 12/31/14



Jessica Day
Notary Public
Print Name Jessica Day
My commission expires 1/29/18

(Use this space for notary stamp/seal)

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Memorandum of Lease - Exhibit A Legal Description

The Property is legally described as follows:

LOTS 16 AND 17 IN BLOCK 15 IN COBE AND MCKINNON'S 63RD STREET AND SACRAMENTO AVENUE SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 2832 W. 63rd St, Chicago, IL 60631

PIN:19-13-330-038-000

Property of Cook County Clerk's Office

Site Number: CH92048A
Site Name: Never Again RT
Market: CH