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THIS DOCUMENT PREPARED BY:

DYKEMA GOSSETT PLLC

Nicholas J. Winters, Esq.
39577 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304

Doc#: 1711557033 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/25/2017 09:39 AM Pg: 1 of 7

AFTER RECORDING RETURN TO:

Crown Castle

1220 Augusta Drive, Suite 500

Houston, TX 77057

MEMORANDUM OF SECOND AMENDMENT TO SITE LEASE AGREEMENT

This Memorandum of Second Amendment to Site Lease Agreement (this "Memorandum") is made this 20 day of April, 2017, by and between **T.C. TRANSPORT INCORPORATED**, an Indiana corporation ("Landlord"), whose address is 2210 E. Summer Street, Hammond, Indiana 46320, and **NCWPCS MPL 26 – YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company ("Tenant"), with a mailing address of Legal Department, Attn: Network Legal, Re: Fixed Asset No. 10074390, 208 S. Akard Street, Dallas, Texas 75202-4206, by and through its attorney-in-fact, CCATT LLC, a Delaware limited liability company, whose mailing address is Attn: Legal Dept., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Landlord and Tenant are the current parties under that certain Site Lease Agreement dated October 9, 1995, with a commencement date of January 24, 1996, originally by and between AT&T Wireless PCS, Inc., a Delaware corporation ("AT&T"), as tenant, and Aardema Properties, L.L.C., an Illinois limited liability company ("Aardema"), as landlord (the "Lease"), a memorandum of which was recorded on July 3, 1997 as Document Number 97483411 with the Cook County Recorder of Deeds;

WHEREAS, the Lease was amended by that certain Lease Amendment dated as of July 30, 2003;

WHEREAS, Tenant is the successor in interest to AT&T under the Lease;

WHEREAS, Landlord is the successor in title to Aardema pursuant to that certain Quit Claim Deed recorded on March 3, 2006 as Document Number 0606218086 with the Cook County Recorder of Deeds;

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WHEREAS, the parties have modified the terms of the Lease by that certain Second Amendment to Site Lease Agreement dated the same date as this Memorandum (the "Second Amendment"), by and between Landlord and Tenant, and wish to provide record notice of the existence of the Lease as amended thereby (hereafter, the Lease is referred to as the "Amended Lease") and the status of certain rights and interests thereunder through the recording of this Memorandum with the Cook County Recorder of Deeds; and

WHEREAS, the Amended Lease pertains to certain real property leased to Tenant more particularly described on Exhibit "A" attached hereto and incorporated by this reference (the "Leased Premises"), located on a portion of Landlord's property that is more particularly described on Exhibit "B" attached hereto and incorporated by this reference ("Landlord's Property").

OPERATIVE PROVISIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The recitals hereinabove are true and correct and are incorporated herein by this reference.
2. Landlord hereby acknowledges, ratifies, and confirms Tenant's interest in and to the Amended Lease.
3. The terms and provisions of the Amended Lease are hereby restated and incorporated herein by this reference.
4. The Amended Lease provides that the initial term of the Amended Lease is five (5) years, commencing on January 24, 1996, with fourteen (14) renewal terms of five (5) years each. The term of the Amended Lease, including all renewal terms, if exercised, will expire on January 23, 2071.
5. The Amended Lease pertains to that certain real property described on Exhibit "A" attached hereto.
6. The Amended Lease provides Tenant with a right of first refusal with respect to the Leased Premises, upon the terms and conditions more particularly set forth in the Second Amendment.
7. The parties consent to the recording of this Memorandum in the public records of the county in which the Leased Premises is situated, and agree that this Memorandum shall be executed in recordable form.
8. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

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[Remainder of page intentionally left blank; signatures begin on the following page]

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first written above.

LANDLORD:

T.C. TRANSPORT INCORPORATED,
an Indiana corporation

By: _____

Name: Zdzislaw Christopher Grzymala

Its: President

Date: 4-11-17

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ACKNOWLEDGEMENT

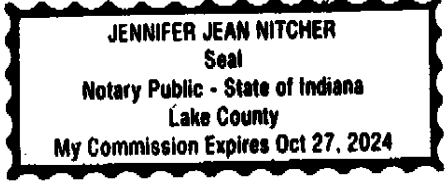
STATE OF Indiana

COUNTY OF Lake

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) SS
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On this, the 11th day of April, 2017, before me, the undersigned Notary Public, personally appeared Zdzislaw Christopher Grzymala, who acknowledged himself to be the President of T.C. Transport Incorporated, an Indiana corporation, and that he, being authorized to do so, executed the foregoing Memorandum of Second Amendment to Site Lease Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Jennifer Jean Nitche

Notary Public, State of IN, County of Lake

Acting in the County of Lake

My Commission Expires:


692624
10-27-2024

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TENANT:

NCWPCS MPL 26 - YEAR SITES TOWER HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
Its: Attorney-in-Fact

By: 
Name: Matthew Norwood
Senior Transaction Manager
Title: _____
Date: 04/20/17

Property of Cook County Clerk's Office

ACKNOWLEDGEMENT

STATE OF TEXAS

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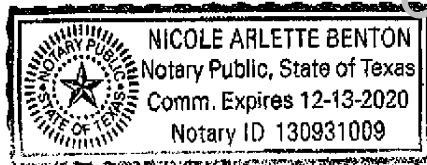
COUNTY OF HARRIS

On this, the 20 day of April, 2017, before me, the undersigned Notary Public, personally appeared Matthew Norwood, who acknowledged him/herself to be the Senior Transaction Manager of CCATT LLC, a Delaware limited liability company, the Attorney-in-Fact for NCWPCS MPL 26 - Year Sites Tower Holdings LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing Memorandum of Second Amendment to Site Lease Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public, State of Texas, County of Harris
My Commission Expires: 12/13/2020



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EXHIBIT "A"

LEGAL DESCRIPTION OF LEASED PREMISES

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 50 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER AND 1033 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89°16'28" EAST ALONG A LINE PERPENDICULAR TO THE WEST LINE, 66.90 FEET; THENCE SOUTH 0°38'03" EAST, 66.51 FEET; THENCE SOUTH 89°16'23" WEST, 66.79 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF AVENUE O; THENCE NORTH 0°43'32" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 66.51 FEET TO THE POINT OF BEGINNING. CONTAINING 4,446 SQUARE FEET (OR 0.102 ACRES) MORE OR LESS.

Part of Tax Parcel Identification Number: 26-20-300-020-0000

Common Address: 12001 S. Avenue C, Chicago, Illinois 60617

A-1

Site: AWE - CHICAGO DISPOSAL
BUN: 843108 / FA: 10074390
4849-4605-7269.3
101460\002635
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EXHIBIT "B"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

Land situated in Cook County, Illinois, described as follows:

Parcel 1:

That part of the Southwest 1/4 of Section 20, Township 37 North, Range 15 East of the Third Principal Meridian, circumscribed by a line described as follows: Beginning at a point 50 feet East of the West line of said Southwest 1/4 and 1433 feet South of the North line of said Southwest 1/4; thence East along a line perpendicular to the West line, a distance of 466.14 feet; thence South 27 degrees 22 minutes 15 seconds West, a distance of 362.46 feet; thence West a distance of 297.29 feet to a point 50 feet East of the West line of said Section and 320 feet South of the Point of Beginning; thence North a distance of 320 feet to the Point of Beginning, in Cook County, Illinois.

Parcel 2:

That part of the Southwest 1/4 of Section 20, Township 37 North, Range 15 East of the Third Principal Meridian, circumscribed by a line described as follows: Beginning at a point 50 feet East of the West line of said Southwest 1/4 and 1033 feet South of the North line of said Southwest 1/4; thence East along a line perpendicular to the West line, a distance of 679.44 feet; thence South 27 degrees 22 minutes 15 seconds West, a distance of 452.75 feet; thence West a distance of 466.14 feet to a point 50 feet East of the West line of said Section; thence North a distance of 400 feet to the Point of Beginning, in Cook County, Illinois.

Tax Parcel Identification Numbers: 26-20-300-012-0000 and 26-20-300-020-0000

Common Addresses: 12009 and 12001 S. Avenue O, Chicago, Illinois 60617

B-1

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