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SHSP FEE:\$9.00 RPRF FEE: \$1.00

CAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/10/2017 01:53 PM PG: 1 OF 6

Prepared by and upon  
Recording return to:

Michele L. Krause  
Ginsberg Jacobs LLC  
300 S, Wacker Drive, Suite 2750  
Chicago, IL 60606

Property of Cook County Clerk's Office

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of the 7<sup>th</sup> day of July, 2017, by and between MR 3629 Western Waveland LLC, an Illinois limited liability company ("Landlord"), and Chicago SMSA Limited Partnership, an Illinois limited partnership, d/b/a Verizon Wireless ("Tenant").

1. Pursuant to a Lease Agreement (the "Lease") executed by Landlord and Tenant, dated 7/7/17 Landlord has leased to Tenant certain Premises which are part of a Shopping Center existing or to be constructed on the property described in Exhibit A attached hereto, together with all of Landlord's appurtenant rights, privileges and easements.

2. The term of the Lease shall commence on the Delivery Date set forth in the Lease and shall expire upon the expiration of the seventh (7th) Lease Year as determined by the provisions of the Lease.

3. Tenant has an option to extend the term of the Lease for two (2) successive periods of five (5) years each, on the terms and conditions as stated in the Lease.

4. This Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Lease, which are incorporated herein by reference and made a part hereof, as though copied verbatim herein. In the event of a conflict between the terms and conditions of this Memorandum of Lease and the terms and conditions of the Lease, the terms and conditions of the Lease shall prevail.

5. During the term of the Lease, as may be extended, Landlord shall not lease or permit the use of space in the Shopping Center for the following: (i) any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters located in the rear of any building); (ii) any fire sales, bankruptcy sale (unless pursuant to a court order) or auction house operation; (iii) any central laundry or dry cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for pickup and delivery by the ultimate consumer, including nominal supporting facilities); (iv) any automobile, truck,

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trailer or R.V. sales, leasing, display or repair; (v) any living quarters, sleeping apartments or lodging rooms; (vi) any veterinary hospital, animal raising facilities or pet shop (except that this prohibition only prohibits a pet shop if it is in the Building); (vii) any mortuary; (viii) any gas or service station; (ix) any church, temple, synagogue or other place of worship; (x) any use which is a public nuisance; (xi) any use which causes any unreasonably objectionable or unpleasant odors to emanate from the leased premises (provided that odors emanating from any restaurant in connection with the usual and customary operation of the restaurant are allowed); (xii) the placement or permitting of any radio, television or unreasonably loud speaker or amplifier on the roof of the Shopping Center or outside the Premises or where the same can be seen or heard from outside the building or in the Common Areas in a manner which unreasonably annoys other tenants and their invitees; or (xiii) any nail salon or hair salon providing nail services immediately adjacent to the Premises. Notwithstanding the foregoing provision, a high-end full service salon (such as Mario Tricoci, Asha or a high-end spa having an equivalent reputation, financial stature and operational expertise) ("High-End Salon") which offers spa treatments and, on an ancillary basis, hair salon and nail treatments, shall not be prohibited in the premises immediately adjacent to the Premises as long as (i) no more than 40% of such High-End Salon's premises is dedicated to the ancillary use of nail treatments and services; and (ii) either Landlord or the High-End Salon shall, at no cost to Tenant, and prior to opening of High-End Salon for business, and at all times thereafter during the Term, including any extensions thereof, provide the necessary exhaust systems, ductwork and venting to ensure that all nail polish/chemical odors and vapors are exhausted from the High-End Salon and away from the Premises ("Exhaust System"). Landlord shall install, or cause the High-End Salon to install, the Exhaust System so as to prevent the discharge of nail polish/chemical odors and vapors into any part of the Shopping Center leased by others, including, without limitation, the Premises. In the event Tenant notifies Landlord that the nail polish/chemical odors and/or vapors are causing a disturbance to the Premises, Landlord shall immediately cause the High-End Spa the address Tenant's concerns to the reasonable satisfaction of Tenant. Additionally, Landlord shall not lease or permit the use of space in the Building for the following: (i) any restaurant, of any type whatsoever; or (ii) any health club or fitness facility.

6. Subject to the terms of Section 7.5 of the Lease, Landlord and its successors and assigns or any related entities or affiliates of the foregoing shall not (a) sell any portion of the Shopping Center to, or (b) operate or permit under any circumstances to be operated within the Shopping Center or within any other leased space in the Shopping Center to (i) any other store, kiosk, cart or stand selling, renting or displaying for sale or rental any of the Exclusive Items described in Section 7.1 of the Lease or providing any service in connection with any of the Exclusive Items, and (ii) any of Tenant's competitors, including, but not limited to T-Mobile, Sprint/Nextel, US Cellular, Boost, Cricket, Revlo, virgin mobile, AT&T Wireless, Clear Wireless, Best Buy Mobile, Radio Shack, or any of their respective affiliates, authorized agents (both exclusive and non-exclusive), or resellers, and any successors or assigns of any of the foregoing and shall include language in each lease entered into with any other tenant after the date of the Lease containing such prohibition. In addition, Landlord agreed not to enter into any further agreement with any other user that would forbid, restrict or in any manner curtail the Tenant's ability to open and do business for its permitted use in the Premises. Tenant's Exclusive Items consist of: (a) the sale, resale or other furnishing of wireless and/or wireline communications and transmission services (including voice services, data services, paging services, text messaging services, television services, video services, fiber optic cable services

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and internet access) (all such services being hereinafter referred to as "Communications Services"), and the sale, resale and servicing of equipment and accessories relating to Communications Services; (b) the incidental sale of items containing Tenant's logo; and (c) the sale, resale or other furnishing of any services, and the sale, resale and servicing of any items, that are a technological evolution of any of the foregoing services, equipment and/or accessories.

7. Landlord hereby gives and grants to Tenant during the term of the Lease, for the benefit of Tenant and Tenant's subtenants, licensees and concessionaires, and their respective employees, contractors, customers, invitees and deliverymen, the non-exclusive right to use all of the Common Areas, in common with all other tenants and occupants of the Shopping Center and their respective employees, contractors, assigns, customers, invitees and deliverymen. The rights hereby granted with respect to the Common Areas shall run with and bind the Shopping Center and the land on which it is located, shall be binding upon Landlord and Landlord's successors in title to all or any part of the Shopping Center, and shall constitute an irrevocable, nonexclusive easement appurtenant to the Premises for the benefit of, and shall be enforceable by, Tenant and its successors and assigns throughout the term of the Lease.


**Execution On Following Page.**

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**EXECUTED** as of the date first written above.

**LANDLORD:**


MR 3629 Western Waveland LLC, an Illinois limited liability company

By:   
Name: GERALD LEE MUDD  
Title: MANAGER

**TENANT:**

Chicago SMSA Limited Partnership, an ~~Illinois~~ ~~limited partnership~~, d/b/a Verizon Wireless

By: Cellco Partnership,  
a ~~Delaware~~ general partnership,  
its general partner

By:   
Name: John Granby  
Title: Great Lakes Market President  
2019-2017

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STATE OF Illinois )  
 )  
COUNTY OF COOK )

§

The foregoing instrument was acknowledged before me this 16 day of JUNE, 2017 by ORLANDO LEE NUDO, MANAGER of MR 3629 Western Waveland LLC, an Illinois limited liability company, on behalf of said limited liability company.



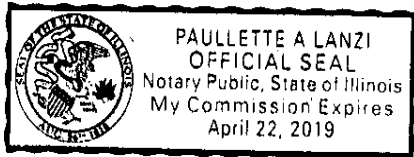
Gregory A. Konicek  
Notary Public  
My Commission Expires:

STATE OF Illinois )  
 )  
COUNTY OF COOK )

§

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2017 by John GRANBY, MARKET President of Cellco Partnership, the general partner of Chicago SMSA Limited Partnership, an Illinois limited partnership d/b/a Verizon Wireless, on behalf of such partnership.

Paulette A. Lanzi  
Notary Public  
My Commission Expires:



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## EXHIBIT A TO MEMORANDUM OF LEASE

### LEGAL DESCRIPTION

PARCEL 1: THOSE PARTS OF LOTS 75, 76, 77 AND 78 LYING EAST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 19 IN SHELDON ESTATE SUBDIVISION OF BLOCK 23 IN SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 THEREOF, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 THEREOF AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 56, 67, 68, 69 AND 70 (EXCEPT THAT PART OF SAID LOTS LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 19); IN SHELDON ESTATE SUBDIVISION OF BLOCK 23 IN SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 THEREOF, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 71, 72, 73 AND 74 (EXCEPT THAT PART OF SAID LOTS LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 19) IN SHELDON ESTATE SUBDIVISION OF BLOCK 23 IN SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 THEREOF, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 THEREOF, AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS.

P.I.N.s: 14-19-124-003-0000; 14-19-124-004-0000; 14-19-124-005-0000;  
14-19-124-006-0000; 14-19-124-007-0000; 14-19-124-008-0000;  
14-19-124-009-0000; 14-19-124-010-0000; 14-19-124-011-0000;  
14-19-124-012-0000.

Commonly known as: 3621-51 N. Western Avenue, Chicago, Illinois 60618