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THIS DOCUMENT PREPARED BY,
and
WHEN RECORDED RETURN TO:

Michael Fraunces, President
(858) 799-7850
Md7, LLC
10590 W. Ocean Air Drive, Suite 300
San Diego, CA 92130



Doc# 1909101008 Fee \$50.25

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 04/01/2019 12:19 PM PG: 1 OF 6

Parcel #: 17-36-401-028

SPACE ABOVE FOR RECORDERS USE

Re: Cell Site #: 111052
Cell Site Name: ARMITAGE & MILWAUKEE (IL)
Fixed Asset Number: 10149627
State: IL
County: Cook

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 4 day of Feb, 2019, by and between 1934 North Washtenaw Condominium Association, an Illinois not-for-profit corporation, having a mailing address at 1934 North Washtenaw Avenue, Chicago, IL 60647 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Structure Lease Agreement dated September 13, 2011, as amended by that certain First Amendment to Option and Structure Lease Agreement dated February 4, 2019 (hereinafter, collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Landlord's real property located in the City of Chicago; County of Cook, commonly known as 1934 North Washtenaw Avenue. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement commenced on January 31, 2012. Commencing on February 1, 2022, the Agreement shall extend for five (5) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.

S	X
P	6
S	N
M	Y
SCV	Y
E	Y
INTV	W

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4. This Memorandum of 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 Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement 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.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

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

LANDLORD:
1934 North Washtenaw Condominium
Association, an Illinois not-for-profit corporation

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: MANUEL DE ALBA

By: Andrew T. Flowers

Print Name: MANUEL DE ALBA

Print Name: Andrew T. Flowers

Title: TREASURER

Title: Sr Real Estate & Construction Manager

Date: 4 DEC 2018

Date: 2/4/19

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Property of Cook County Clerk's Office

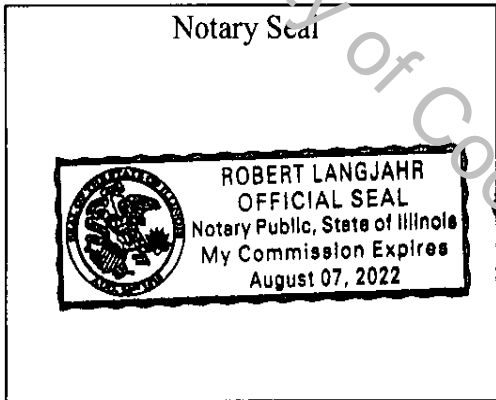
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LANDLORD ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I certify that I know or have satisfactory evidence that MANUEL DEALBA is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the TREASURER of 1934 **North Washtenaw Condominium Association, an Illinois not-for-profit corporation**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12/4/18



[Signature]
(Signature of Notary)
Robert Langjahr
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

[Signature]
My appointment expires: 8/7/22

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Exhibit 1 to Memorandum of Agreement

Legal Description

Street Address: 1934 North Washtenaw Avenue, Chicago, IL 60647

Parcel #: 13-36-401-028

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 38 39, 40, 41 AND 43 IN BLOCK 1 IN EDGAR M. SNOW AND COMPANY'S SUBDIVISION, BEING CHARLES MORRIS NEW SUBDIVISION OF PART OF BLOCK 2 OF BORDEN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,

- ALSO

THAT PART OF THE EAST AND WEST ALLEY VACATED BY ORDINANCE RECORDED AS DOCUMENT 19612907 LYING NORTH AND NORTHWESTERLY OF LOT 43 AFORESAID AND LYING SOUTH OF A LINE 8 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF LOTS 1 TO 5 IN BLOCK 1 IN EDGAR M. SNOW AND COMPANY'S SUBDIVISION AFORESAID,

ALSO

LOTS 1, 2, 3, AND 4 IN WHEELER'S SUBDIVISION OF LOT 42 IN BLOCK 1 IN CHARLES MORRIS RESUBDIVISION OF BLOCK 2 (EXCEPT THE NORTH 100 FEET OF THE SOUTH 1/2 OF LOT 1 THEREOF) OF BORDEN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE NORTH 100 FEET OF THE SOUTH 1/2 OF ORIGINAL LOT 1 IN BLOCK 2 OF BORDEN'S SUBDIVISION AFORESAID (BEING 78 FEET LYING EAST OF AND ADJOINING SAID LOT 42); ALL IN COOK COUNTY, ILLINOIS.