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Doc#. 1916315053 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds Date: 06/12/2019 01:14 PM Pg: 1 of 5

### Prepared by and Return To:

Christian A. Farmakis
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 7th Floor
Pittsburgh, PA 15222
(412) 394-5400

### MEMORAUNDUM OF LEASE AMENDMENT AGREEMENT

Crown BU# / Site Name: 875410 / F2- Chicago / G & G Pallets Melody Site # / Site Name: U0721M-SP1 / F2- Chicago / G & G Pallets

#### RECITALS:

WHEREAS, pursuant to that certain Wireless Communication Easement and Assignment Agreement dated March 14, 2012, which was recorded in the real property records of Cook County, IL on March 27, 2012 as Instrument Number 1208722057 (collectively, the "Site Owner Agreement"), Melody and Tenant are parties to that certain PCS Site Agreement dated May 30, 2000 (as the same may have been amended, modified or assigned from time to time, collectively, the "Lease"), pursuant to which Tenant leases a portion of the real property located in Cook County, IL as more particularly described in the Lease (the "Leased Premises"); and

WHEREAS, Crown manages, subleases or otherwise controls Tenant's interest in the Lease pursuant to that certain Master Lease and Sublease executed January 26, 2006 and

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effective May 26, 2005, by and among STC Two LLC, SprintCom, Inc., Global Signal Acquisitions III LLC, and Global Signal Inc. (the "Sublease Agreement"); and

WHEREAS, Melody and Tenant have amended the Lease by a Lease Amendment Agreement (the "Lease Amendment") of even date herewith and desire to provide recorded notice of the Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Melody and Tenant agree as follows:

- Recitals. The recitals set forth above are true and correct and are incorporated herein as if fully set forth herein.
- 2. Extension of Lease Term. The term of the Lease has been amended as set forth in the Lease Amendment. Subject to the terms, provisions, and conditions of the Lease, as amended by the Lease Amendment, and assuming the exercise by Tenant of all renewal options contained in the Lease as amonas i by the Lease Amendment, the final expiration date of the Lease would be May 29, 2124.
- Effect. This Memorandum of Amendment is not a complete summary of the 3. terms, provisions and conditions contained in the Lease or the Lease Amendment. In the event of a conflict between this Memorandum of Ar endment and the Lease Amendment, the Lease Amendment shall control.
- Counterparts. This Memorandum of Amendment may be executed in counterparts, each of which will be deemed an original document, but all of which shall constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed u. 750/150 by each party and a copy thereof delivered to the other party.

[Signatures on following page]

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IN WITNESS WHEREOF, each Party has caused this Memorandum of Amendment to be executed by their respective duly authorized officers to be duly effective as of the Effective Date written above.

#### **TENANT:**

STC TWO LLC,

a Delaware limited liability company

By its attorney-in-fact:

GLOBAL SICHAL ACQUISITIONS III LLC, WITNESSES:

a Delaware limited liability company

Signature:

Print Name:

Title:

R Christoph & Mooney

Vice President

Signature:

Print Name:

Signature: -

Print Name: 7

: Zech Beter

### WITNESS AND ACKNOWLEDGEMENT

State of Texas County of Harris

On this 21 day of December, 2018, before the, 120 Crucolo the undersigned Notary Public, personally appeared L. Charles Moon who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Print Name: Java

My commission expires:

Grada

3/W/3032

TARA GRODA
Notary Public, State of Texas
Comm. Expires 02-16-2022
Notary ID 3889625

[SEAL]

Crown BU# / Site Name: 875410 / F2- Chicago / G & G Pallets

Melody Site # / Site Name: U0721M-SP1 / F2- Chicago / G & G Pallets

[SIGNATURES CONTINUE ON NEXT PAGE]

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#### **MELODY:**

T10 MELTEL LLC

a Delaware limited liability company

Signature:

Print Name: Joshua Oboler

Title: Authorized Signatory

WITNESSES:

Signature:

Print Name: Courtney Daniel

Signature: Signature:

Print Name: Angelica Mazzone

#### WITNESS AND ACKNOWLEDGEMENT

State of New York County of New York

On this 4th day of February, 2019, before me, Maria M. Porter, the undersigned Notary Public, personally appeared Joshva Oboler, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

**Notary Public** 

Print Name: Maria M. Porter

My commission expires: August 18, 2022

Notary Public - State of New York NO. 01PO6310076 Qualified in New York County Commission Expires Aug 18, 2022

[SEAL]

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#### EXHIBIT A

### Legal Description

An Easement Estate, said easement being a portion of the following described parent parcel:

Lot 63 in Frederick H Bartlett's 48th Avenue Subdivision of Lot "A" (except railroad) in the Circuit Court Partition of the South 1/2 and that part of the Northwest 1/4 lying South of the Illinois and Michigan Canal Reserve in Section 3, Township 38 North Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

SUBJECT TO AND TOGETHER WITH A 12.00 foot wide non-exclusive easement for ingress and egress, extending southerly, along the westerly line of Lot 62 on the above Subdivision to the northerly line of a 16.00 for: Public Alley.

AND BEING A PORTION OF THE SAME conveyed to George P. Drobut and George Bussema from Cole Taylor Bank, an Illino's banking corporation, Trustee of a trust agreement dated the 14th day of March, 1973 by Trustee's Seed dated May 15, 1996 and recorded July 16, 1996 in Instrument No. 96538828; AND FURTHER CONVEYED to George P Drobut and Elegnor M Drobut from George P Jobut and 98 in Instrumen ...

Jo7, leaving Eleanor M. D. ...

A. Drobut, as Trustee under the provisions ...

Frust dated February 15, 2012 from Eleanor M. Drorecorded 3/19/2002 as File No 1207929026.

Tax Parcel Nos. 19-03-105-001 and a portion of 19-03-105-002. Drobut and George Bussema by Quit Claim Deed dated February 27, 1998 and recorded on March 10.

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