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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



1926840017

Doc# 1926840017 Fee \$93.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/25/2019 10:28 AM PG: 1 OF 6

Parcel #: 11-19-401-008-000

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: IL1620
Cell Site Name: Evanston Bank Move (IL)
Fixed Asset Number: 10074644
State: IL
County: Cook

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 26 day of July, 2019, by and between Hinman IV, LLC, an Illinois limited liability company, as successor in interest to Evanshire Properties, LLC, an Illinois limited liability company having a mailing address at 14 Main Street Park Ridge, Park Ridge, IL 60068 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor to AT&T Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant (or their respective predecessors) entered into a certain Option and Lease Agreement dated February 20, 2002, as amended by that certain First Amendment to Option and Lease Agreement dated July 26, 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 Evanston, County of Cook, commonly known as 860 Hinman Ave. All of the foregoing are set forth in the Agreement.
2. Commencing on August 1, 2022, the Agreement shall extend for five (5) successive five (5) year options to renew.

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3. The portion of the land being leased to Tenant (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
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:
Hinman IV, LLC,
an Illinois limited liability company

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

By: AT&T Mobility Corporation
Its: Manager

By: *Mike Puncall*
Print Name: MIKE PUNCALL
Title: AUTHORIZED SIGNATORY
Date: 7/10/19

By: *Andrew Flowers*
Print Name: Andrew T. Flowers
Title: Sr Real Estate & Construction Manager
Date: 7/24/19

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

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LANDLORD ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I certify that I know or have satisfactory evidence that MICHAEL PURCELL 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 Authorized Signatory of **Hinman IV, LLC, an Illinois limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 7/10/2019



Ansa Nasir
(Signature of Notary)
ANSA NASIR
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of
ILLINOIS
My appointment expires: 1/31/2021

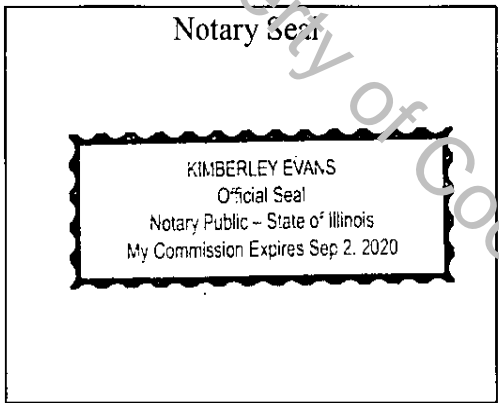
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TENANT ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I certify that I know or have satisfactory evidence that Andrew T. Flowers is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Sr Real Estate & Construction Manager of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, 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: July 26, 2019.



Kimberley Evans
(Signature of Notary)
Kimberley Evans

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

IL
My appointment expires: 9-2-2020

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Exhibit 1 to Memorandum of Agreement

Legal Description

Street Address: 860 Hinman Ave., Evanston, IL 60202

Parcel #: 11-19-401-008-000

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

PARCEL 1:

LOT 23 (EXCEPT THE SOUTHERLY 4.46 FEET OF SAID LOT 23) IN THE RESUBDIVISION OF THE EAST 1/2 OF BLOCK 11 AND THE WEST 1/2 OF BLOCK 10 IN WHITE'S ADDITION TO EVANSTON, A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1873 IN BOOK 6 OF PLATS, PAGE 64 IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY THE DEED MADE BY FRANK LAMBERT WHITE, FREDERICK DONLE BIRD, DONALD O. WHITE AND HENRY A. WHITE AS TRUSTEES UNDER TRUST INDENTURE DATED NOVEMBER 16, 1929 AND RECORDED FEBRUARY 28, 1946 AS DOCUMENT 13730053 OVER THE SOUTH 4.46 FEET OF LOT 23 IN THE RESUBDIVISION AFORESAID (EXCEPTING THEREFROM THOSE PARTS THEREOF NOW OCCUPIED BY A THREE STORY BRICK BUILDING AND APPURTENANCES THERETO) FOR THE PURPOSE OF MAINTAINING A CORNICE OVERHANGING SAID PREMISES. THE RIGHT OF THE INGRESS AND EGRESS, AND AN EASEMENT FOR LIGHT, AIR AND DRAINAGE