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Edward M. Moody
Cook County Recorder of Deeds
Date: 11/27/2019 10:09 AM Pg: 1 of 6

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land management/Emily Lacy, Esq.
ATC Site No: 303740
ATC Site Name: Lafollete Park
Assessor's Parcel No(s): 16-03-100-037-0000

Prior Recorded Lease Reference:

Document No: 0010241089
State of Illinois
County of Cook

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **1535 North Cicero Avenue Corporation**, an Illinois corporation, ("**Landlord**") and **SpectraSite Communications, LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

- 1. Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement (Ground) dated June 10, 2019 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
- 2. Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be June 13, 2060. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
- 3. Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

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4. **Right of First Refusal.** There is a limited right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 2200 Cardigan Avenue, Columbus, OH 43215; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

1535 North Cicero Avenue Corporation,
an Illinois corporation,

Signature: [Signature]
Print Name: G. Frederick Smith
Title: Vice President
Date: 6/3/19

Signature: [Signature]
Print Name: Sandra Hyde

Signature: [Signature]
Print Name: Suzanne Thompson

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Ohio

County of Franklin

On this 3rd day of June, 2019, before me, the undersigned Notary Public, personally appeared G. Frederick Smith, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public
Print Name: Amy Millar
My commission expires: _____



Amy Millar
Notary Public, State of Ohio
My Commission Expires 01-11-2020

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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TENANT

WITNESS

SpectraSite Communications, LLC
a Delaware limited liability company

Signature: _____
Print Name: Shawn Lanier
Title: Vice President - Legal
Date: 11-11-2019

Signature: _____
Print Name: Renee Byrd
Signature: _____
Print Name: Nathaniel Cook

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 11 day of November, 2019, before me, _____
the undersigned Notary Public, personally appeared Shawn Lanier Vice President
who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
Notary Public
Print Name: Genys E. Perez
My commission expires: July 01, 2022

[SEAL]



GENYS E. PEREZ
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 1, 2022

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EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

The following described real estate, situated in Cook County, Illinois, to wit:

Lots 18, 19, 20, 21, 22, 23, and 24 in John F. Thompson North Avenue Subdivision of the Northwest ¼ of the Northwest ¼ (except railroad right of way) Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois.

Being situated in Cook County, Illinois; known as Tax Parcel No. 16-03-100-037-0000

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises is 2,500 square feet, described below as:

A PARCEL OF LAND FOR LEASE SITE PURPOSES BEING PART OF LOT 18 THROUGH 24 INCLUSIVE IN JOHN F. THOMPSON'S NORTH AVENUE SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (EXCEPT RAILROAD RIGHT OF WAY) OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1890 AS DOCUMENT NO. 1343380 IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS. COMMENCING AT THE SOUTHWEST CORNER OF LOT 24; THENCE NORTH 00°55'26" WEST ALONG THE WEST LINE OF LOTS 24 AND 23, 47.98 FEET TO THE SOUTH FACE OF A ONE STORY BRICK BUILDING; THENCE NORTH 89°00'47" EAST, ALONG THE SOUTH FACE OF SAID BRICK BUILDING 73.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°00'47" EAST, ALONG THE SOUTH FACE OF SAID BRICK BUILDING, 51.98 FEET TO THE EAST LINE OF LOT 23, THENCE SOUTH 00°54'51" EAST, ALONG THE EAST LINE OF LOTS 23 AND 24, A DISTANCE OF 48.12 FEET TO THE SOUTHEAST CORNER OF LOT 24; THENCE SOUTH 89°04'41" WEST, ALONG THE SOUTH LINE OF SAID LOT 24, A DISTANCE OF 51.98 FEET; THENCE NORTH 00°54'51" WEST, A DISTANCE OF 48.06 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 2500 SQUARE FEET.

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EXHIBIT A (continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES BEING PART OF LOT 18 THROUGH 24 INCLUSIVE IN JOHN F. THOMPSONS NORTH AVENUE SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (EXCEPT RAILROAD RIGHT OF WAY) OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1890 AS DOCUMENT NO. 1343380 IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 24; THENCE NORTH 00°55'26" WEST ALONG THE WEST LINE OF LOTS 24 AND 23, 35.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°55'26" WEST, ALONG THE WEST LINE OF SAID LOT 24, 12.00 FEET TO THE SOUTH FACE OF A ONE STORY BRICK BUILDING; THENCE NORTH 89°00'47" EAST, ALONG THE SOUTH FACE OF SAID BRICK BUILDING 73.06 FEET; THENCE SOUTH 00°54'51" EAST, 12.00 FEET; THENCE SOUTH 89°00'47" WEST 73.06 FEET TO THE POINT OF BEGINNING. . SAID PARCEL CONTAINING 877 SQUARE FEET.