Doc#. 2118312045 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 07/02/2021 03:07 PM Pg: 1 of 5

Prepared By / Return to:

Fox Rothschild LLP 747 Constitution Drive, Suite 100 Exton, PA 19341

Attn: Levin V. Czubaroff, Esquire

Parcel No. 13-32-400-029

VB Site Name: Hansen Park VB Site Number: US-IL-5132 GSA IV By siness Unit # 881510

GSA IV Site Name: 1823 N Monitor, Chicago OPT

Cut # 1967 MEMORANDUM OF PCS SITE AGREEMENT

THIS MEMORANDUM OF PCS SITE AGREEMENT (this "Memorandum") is dated the Adday of Agril , 2021, by and between GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company ("Landlord"), and VB-S1 ASSETS, LLC, a Delaware limited liability company ("Tenant").

Landlord currently is the holder of an interest as lessor on a tract of land located in the City of Chicago, Cook County, Illinois, know: as a portion of Parcel No. 13-32-400-029, as more particularly described on **Exhibit A** attached here to (collectively, the "**Property**"). Landlord and Tenant entered into a certain PCS Site Agreement, dated January 31, 1996, as amended by that certain Amendment Number One to PCS Site Agreement dated January 31, 1996, dated April 25, 2005, and that certain Second Amendment to PCS Site Agreement dated **Lesson**, 2021 (collectively, and as further amended from time to time, the "**Lease**") pursuant to which Landlord leased to Tenant a certain portion of the Property.

In consideration of the covenants and agreements contained in the Lease and subject to the terms, provisions, covenants and conditions thereof, Landlord and Tenara have agreed to execute this Memorandum as follows:

- 1. The Landlord is Global Signal Acquisitions IV LLC, a Delaware Imited liability company, with an address of 2000 Corporate Drive, Canonsburg, PA 15317.
- 2. The Tenant is VB-S1 Assets, LLC, a Delaware limited liability company, with a place of business c/o Vertical Bridge Holdings, LLC, 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487.
- 3. Pursuant to the Lease, Landlord leased to Tenant a portion of the Property, together with access and utility easements (collectively, the "**Premises**").
- 4. The existing term of the Lease Agreement shall run through January 30, 2021 ("Existing Term").
- 5. The Existing Term shall automatically extend for up to four (4) additional terms of five (5) years each and one final additional term commencing on January 31, 2041 and ending on

August 9, 2043 (each a "Extension Term" and, together with the Existing Term, the "Lease Term"), unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least ninety (90) days before the expiration of the then-current Term.

- 6. It is the intention of this Memorandum to give notice of certain provisions of the Lease, and it is not intended to supersede, diminish, add to, or change any of the terms and conditions of the Lease. Capitalized terms not otherwise defined herein shall have the same meanings assigned to such terms in the Lease. All of the terms, conditions and provisions of the Lease are incorporated herein by this reference to the same extent as if they were set forth herein in their entirety.
- 7. The terms, covenants and provisions of the Lease, of which this is a Memorandum, shall extend to and be binding upon the respective administrators, successors and assigns of Landlord and Tenant.

[S/GNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have caused this Memorandum to be executed as of the day and year first above written.

LANDLORD:

Attest:

GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company

Bv

Name Title: Lori Lopez

Senior Transaction Manager

TENANT:

Attest:

VB-S1 ASSETS, LLC,

a Delaware limited liability company

Bv:

Name:

Title,

[ACKNOWLEDGMENTS ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

STATE OF TOYOUT
COUNTY OF HOUTU) ss:
On this, the 20 day of 00000000000000000000000000000000000
perfore me in person and acknowledged that he/she signed and delivered the said instrument as mis/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.
IN WITNESS V PEREOF, I have hereunto set my hand and official seal.
NICOLE ARLETTE BENTON Notary Public, State of Texas Comm. Expires 12-13-20z- Notary ID 130931009 My Commission Expires:
Co.
TENANT ACKNOWLLDGMENT
STATE OF) ss:
COUNTY OF)
On this, the 12nd day of April , 2021, before me the undersigned officer, personally appeared Adam Grade , the 12nd Assets (LC, a Delaware Imited liability company, known to me, or satisfactorily proven to me, to be whose name is subscribed to the within instrument as such Adam Ginder , appeared before me in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.
Let Mile
GRANT PHILLIPS Commission # HH 043213 Expires September 16, 2024 Bonded Thru Troy Fain Insurance 800-385-7019 My Commission Expires: September 16, 2021-

Exhibit A

DESCRIPTION OF PROPERTY

PARENT PARCEL (AS PROVIDED)

PARCEL 'A':

THAT PART OF LOT 3 IN KEENEY INDUSTRIAL DISTRICT, BEING AN OWNER'S DIVISION IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE WEST LINE OF LOT 3 IN SAID KEENEY PROVISTRIAL DISTRICT, BEING THE EAST LINE OF NORTH MONITOR AVENUE, 343.78 FEET NORTH OF THE SOUTH LINE OF LOT 4 IN SAID KEENEY INDUSTRIAL DISTRICT; THENCE NORTH ALONG THE EAST LINE OF NORTH MONITOR AVENUE, A DISTANCE OF 160 FEET; THENCE EAST ALONG A LINE DRAWN PARALISE VITH AND 503.78 FEET NORTH OF THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 358.00 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE LAND CONVEYED TO THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY BY DEED DATED OCTOBER 04, 1932 AND RECORDED NOVEMBER 09, 1932, AS DOCUMENT NUMBER 11162537; THENCE SOUTHEASTERLY ALONG THE SAID RIGHT OF WAY LINE, BEING A STRAIGHT LINE, A DISTANCE OF 80.99 FEET; THENCE CONTINUING SOUTHEASTERLY ALONG THE SAID RIGHT OF WAY LINE, BEING A CURVED LINE CONVEYED SOUTHWESTERLY AND HAVING A RADIUS OF 487.06 FEET, A DISTANCE OF 105.24 FEET (ARE) TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 343.78 FEET NORTH OF THE SOUTH LINE OF LOT 4 AFO RESAID; THENCE WEST ALONG THE SAID PARALLEL LINE A DISTANCE OF 450.99 FEET TO THE PLACE (IF) EGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 'B':

THAT PART OF LOT 3 IN KEENEY INDUSTRIAL DISTRICT, DEING AN OWNER'S DIVISION IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, SANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF LOT 3, 41 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; AND RUNNING THENCE EAST ALONG A LINE DRAWN PARALLEL WITH AND 41 FEET SOUTH OF THE NORTH LINE OF \$/10 LOT 3, A DISTANCE OF 138.91 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE RIG'11 OF WAY CONVEYED TO THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD BY SPECIAL WARRANTY DEED RECORDED NOVEMBER 09, 1932 AS DOCUMENT NUMBER 11162597; THENCE SOUTH EASTERLY ALONG THE SAID RIGHT OF WAY LINE, BEING A CURVED LINE CONVEXED NORTHEASTERLY AND MAYING A RADIUS OF 467.52 FEET, A DISTANCE OF 308.12 FEET (ARC); THENCE CONTINUING SOUTH EASTERLY ALONG THE SAID RIGHT OF WAY LINE, BEING A STRAIGHT LINE TANGENT TO THE SAID CURVED LINE, A DISTANCE OF 8.19 FEET TO AN INTERSECTION WITH A LINE 503.78 FEET NORTH OF AND PARALIZE WITH THE SOUTH LINE OF LOT 4 IN SAID KEENEY INDUSTRIAL DISTRICT; THENCE WEST ALONG THE SAID PARALLEL LINE A DISTANCE OF 358.03 FEET TO AND INTERSECTION WITH THE SAID WEST LINE OF LOT 3 IN SAID KEENEY INDUSTRIAL DISTRICT: THENCE NORTH ALONG SAID WEST LINE OF LOT 3, P. DISTANCE OF 217.66 FEET THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

RECEIVED JUN 2 2 2021