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Karen A. Yarbrough
Cook County Clerk
Date: 07/29/2021 07:58 AM Pg: 1 of 6

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/N. Jeanette Robinson, Esq.
ATC Site No: 303956
ATC Site Name: 119th and Halsted
Assessor's Parcel No(s): 25-21-328-020-0000, 25-21-328-021-000,
and 25-21-328-022-0000

Prior Recorded Lease Reference:

Book _____, Page _____
Document No: 91-096963
State of Illinois
County of Cook

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 24th day of June, 2021 by and between **Jerald I. Much**, an individual ("**Landlord**") and **SBC Tower Holdings 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).

- 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 Site Agreement No. 177 dated March 1, 1991 (the "**Original Lease**"), as amended by that certain First Amendment to Site Agreement No. 177 dated December 14, 2007 (the "**First Amendment**") and further amended by that certain Second Amendment to Site Agreement No. 177 dated on or around the date of this Memorandum (the "**Second Amendment**") (the Original Lease, First Amendment and Second Amendment being collectively referred to herein as 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 are also described on **Exhibit A**.
- 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 May 31, 2061. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
- 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

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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.

4. **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.
5. **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: Jerald I Much, 6677 N. Lincoln Ave., Suite 210 Lincolnwood, IL 60712 and copy to: Judith Much, 4557 West Albion, Lincolnwood, IL 60712; to Tenant at: SBC Tower Holdings LLC c/o AT&T Network Real Estate Administration, RE: Cell Site No. 177, Cell Site Name 119th and Halsted, FA No. 10005190, 1025 Lenox Park Blvd NE, 3rd Floor Atlanta, GA 30319; with copy to: AT&T Legal Department, Attn: Network Counsel, RE: FA No. 10005190, 208 S. Akard Street, Dallas, TX 75202-4106; and also with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: American Tower, Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others 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.
6. **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.
7. **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

Jerald I. Much,
an individual

Signature: *Jerald I. Much*
Name: Jerald I. Much
Date: April 2, 2021

Signature: *Susan Urban*
Print Name: SUSAN URBAN

Signature: *Muhammad Suddas Khan*
Print Name: MUHAMMAD SUDDAS KHAN

WITNESS AND ACKNOWLEDGEMENT

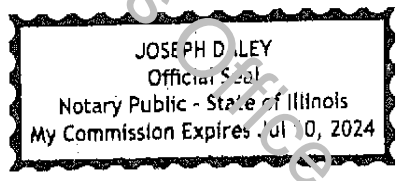
State/Commonwealth of Illinois

County of Cook

On this 2nd day of April, 2021, before me, the undersigned Notary Public, personally appeared Jerald I. Much, 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.

Joseph Daley
Notary Public
Print Name: Joseph Daley
My commission expires: 7/10/2024



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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TENANT

WITNESS

SBC Tower Holdings LLC,
a Delaware limited liability company

Signature: [Handwritten Signature]
Print Name: GRAM MEADORS
Title: VP
Date: 6/24/21

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of New Jersey

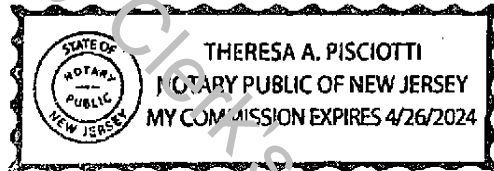
County of Somerset virtually

On this 24th day of June, 2021, before me, Theresa Pisciotti
the undersigned Notary Public, personally appeared Gram Meadors
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.

[Handwritten Signature]

Notary Public
Print Name: _____
My commission expires: _____



[SEAL]

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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:

LOTS 1 AND 2 IN BLOCK 4 OF KNEELAND AND WRIGHT'S FIRST ADDITION TO WEST PULLMAN IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Being situated in the County of Cook, State of Illinois, and being known as Cook County APN: 25-21-328-020-0000, 25-21-328-021-0000, 25-21-328-022-0000.

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 shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

THE NORTH 60.0 FEET OF LOT 2 IN BLOCK 4 IN KNEELAND AND WRIGHTS FIRST ADDITION TO WEST PULLMAN, IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 1893 AS DOCUMENT NO. 1971670 IN COOK COUNTY, ILLINOIS, AND ALSO THE ACCESS RIGHTS AS SET FORTH IN SITE AGREEMENT RECORDED AS DOCUMENT NUMBER 91096963.

COMMENCING AT THE NORTH EAST CORNER OF LOT 2; PLACE OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 01D 48'06" EAST, 60.00 FEET;

THENCE SOUTH 88D 42'51" WEST, 25.00 FEET;

THENCE NORTH 01D 48'06" WEST, 60.00 FEET;

THENCE NORTH 88D 42'51" EAST, 25.00 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

[LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGE]

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EXHIBIT A
(continued)

AND:

THE NORTH 60.0 FEET OF LOT 2 IN BLOCK 4 IN KNEELAND AND WRIGHTS FIRST ADDITION TO WEST PULLMAN, IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 1893 AS DOCUMENT NO. 1971670 IN COOK COUNTY, ILLINOIS, AND ALSO THE ACCESS RIGHTS AS SET FORTH IN SITE AGREEMENT RECORDED AS DOCUMENT NUMBER 91096963.

COMMENCING AT THE NORTH EAST CORNER OF LOT 2; THENCE SOUTH 01D 48'06" EAST, 60.00 FEET; TO THE PLACE OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 01D 48'06" EAST, 5.12 FEET;
THENCE SOUTH 88D 42'51" WEST, 25.00 FEET;
THENCE NORTH 01D 48'06" WEST, 5.12 FEET;
THENCE NORTH 88D 42'51" EAST, 25.00 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

ACCESS AND UTILITIES

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

10' WIDE UTILITY EASEMENT

THE NORTH 60.0 FEET OF LOT 2 IN BLOCK 4 IN KNEELAND AND WRIGHTS FIRST ADDITION TO WEST PULLMAN, IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 1893 AS DOCUMENT NO. 1971670 IN COOK COUNTY, ILLINOIS, AND ALSO THE ACCESS RIGHTS AS SET FORTH IN SITE AGREEMENT RECORDED AS DOCUMENT NUMBER 91096963.

CENTERLINE OF EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF LOT 2; THENCE SOUTH 01D 48'06" EAST, 20.91 FEET; TO THE PLACE OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 44D 22'55" EAST, 30.20 FEET TERMINATING AT THE NORTH LINE OF LOT 1.

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