

**THIS DOCUMENT PREPARED BY,
and
WHEN RECORDED RETURN TO:**

Catherine Abejar, Lease Processing
(469) 965-9850
MD7, LLC
950 W. Bethany Drive, Suite 700
Allen, TX 75013

Parcel #: 28-36-405-043-0000

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: IL0289
Cell Site Name: HOMEWOOD (IL)
Fixed Asset Number: 10005271
State: IL
County: Cook

**MEMORANDUM
OF
AGREEMENT**

This Memorandum of Agreement is entered into on this ____ day of _____, 202____, by and between Village of Homewood, an Illinois municipal corporation, having a mailing address at 2020 Chestnut Road, Homewood, IL 60430 (hereinafter referred to as "**Lessor**") and New Cingular 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 "**Lessee**").

1. Lessor and Lessee (or its affiliate or predecessor-in-interest) entered into a certain Lease Agreement Site 289 dated October 12, 1999, as amended by that certain First Amendment to Lease Agreement #289 dated April 29, 2015, and as further amended by that certain Second Amendment to Lease Agreement Site 289 dated _____, 202____ (hereinafter, collectively, the "Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located in the City of Homewood, County of Cook, commonly known as 2536 Hickory Road, Homewood, IL 60430. All of the foregoing are set forth in the Agreement.
2. Commencing on December 1, 2029, the Agreement shall extend for five (5) successive five (5) year options to renew.
3. The portion of the land being leased to Lessee (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]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:
Village of Homewood,
an Illinois municipal corporation

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

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

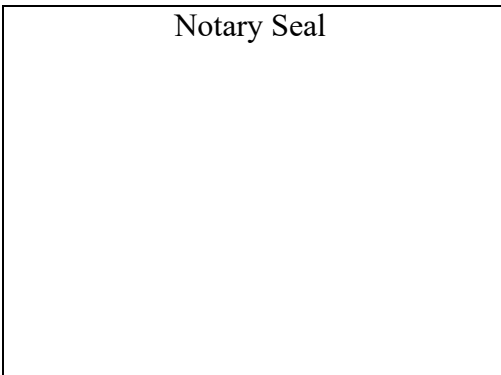
[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

LESSOR ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
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 _____ of **Village**
of Homewood, an Illinois municipal corporation, to be the free and voluntary act of such party
for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

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

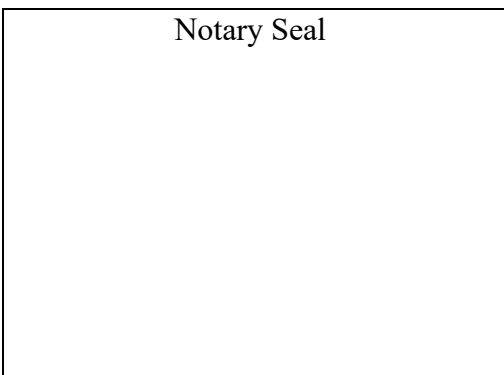
My appointment expires: _____

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
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 _____ 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: _____.



(Signature of Notary)

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

My appointment expires: _____

Exhibit 1 to Memorandum of Agreement

Legal Description

Street Address: 2536 Hickory Road, Homewood, IL 60430

Parcel #: 28-36-405-043-0000

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

THAT PART OF LOTS TWENTY-EIGHT AND TWENTY-NINE IN BLOCK "C" OF SCANDIA ADDITION TO HOMEWOOD, BEING A SUBDIVISION OF PART OF THE NORTH 35 ACRES OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION THIRTY-SIX, TOWNSHIP THIRTY-SIX NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 1890 AS DOCUMENT NO. 1378749, IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT TWENTY-NINE; THENCE SOUTH 90°-00'-00" EAST, BEING AN ASSUMED BEARING ON THE NORTH LINE OF SAID LOTS TWENTY-EIGHT AND TWENTY-NINE, A DISTANCE OF 40.0 FT.; THENCE SOUTH 00°-14'-16" EAST, PARALLEL WITH THE WEST LINE OF SAID LOT TWENTY-NINE, A DISTANCE OF 24.0 FT.; THENCE NORTH 90°-00'-00" WEST PARALLEL WITH THE NORTH LINE OF SAID LOTS TWENTY-EIGHT AND TWENTY-NINE, A DISTANCE OF 40.0 FT. TO THE WEST LINE OF SAID LOT TWENTY-NINE; THENCE NORTH 00°-14'-16" WEST ON THE WEST LINE OF SAID LOT TWENTY-NINE, A DISTANCE OF 24.0 FT. TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.