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Cell ID: 1603
State: Indiana
City: Gary

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MORRIS W. CARTER
RECORDER

Memorandum of Lease

This Memorandum of Lease is entered into this 15th day of April, 2004 by and between Michael Kibler and Harold Antonson ("Landlord") and AT&T Wireless PCS, LLC, a Delaware limited liability company, by its Member, AT&T Wireless Services, Inc., a Delaware corporation ("Tenant"), successor-in-interest to AT&T Wireless PCS, Inc., a Delaware corporation.

Landlord and Tenant entered into an Option and Site Lease Agreement ("Lease") dated February 11, 1999. Pursuant to the Lease, Landlord leased to Tenant that portion of real property more particularly described in **Exhibit A** attached hereto ("Premises"); and

Landlord and Tenant desire to enter into this Memorandum of Lease for the purpose of setting forth certain terms and conditions of the Lease.

NOW THEREFORE, in exchange for valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Landlord and Tenant agree as follows:

1. Landlord and Tenant agree that Landlord is leasing to Tenant the Premises more particularly described in Exhibit A, attached hereto.
2. The term of the Lease is for an Initial Term of Five (5) years, which commenced October 21, 1999. In addition, Tenant has the right to subsequently extend the Lease for Four (4) additional successive and automatic five-year terms ("Additional Terms").
3. This Memorandum of Lease does not contain all of the terms and conditions of the Lease and reference should be made to that unrecorded document. The terms and conditions of the unrecorded Lease are incorporated herein by reference. In the event of a conflict between provisions of this Memorandum of Lease and the provisions of the unrecorded Lease, the provisions of the Lease shall control.
4. The Lease 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 Lease.

BRIAN Maguire
1544 Saratoga Lane
Glennview, IL 60025

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GC

State of Indiana)
County of Lake)

On this 6th day of May, 2004, before me personally appeared Michael Kibler, known to me to be the individual that executed the within and foregoing instrument, and on oath acknowledged the said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and the official seal affixed the day and year first above written.

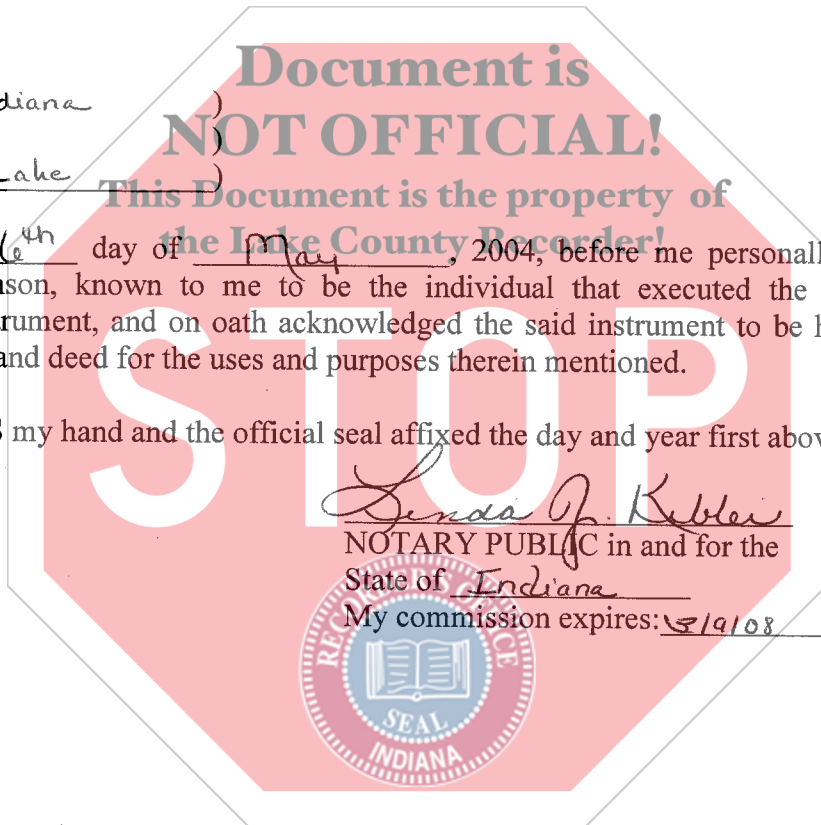
Linda J. Kibler
NOTARY PUBLIC in and for the
State of Indiana
My commission expires: 5/9/08

State of Indiana)
County of Lake)

On this 6th day of May, 2004, before me personally appeared Harold Antonson, known to me to be the individual that executed the within and foregoing instrument, and on oath acknowledged the said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and the official seal affixed the day and year first above written.

Linda J. Kibler
NOTARY PUBLIC in and for the
State of Indiana
My commission expires: 5/9/08



State of _____)
County of Cuyahoga)

On this 15th day of April, 2004, before me personally appeared Kevin Philip, known to me to be the Manager, System Development AT&T Wireless Services, Inc., a Delaware corporation, as the Member acting on behalf of AT&T Wireless PCS, LLC, a Delaware limited liability company, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and the official seal affixed the day and year first above written.

Angela Allierino
NOTARY PUBLIC in and for the
State of Ohio
My commission expires: 11-3-04



(DESCRIPTION OF LEASE PREMISES)

to the Memorandum of Lease dated _____, 2004, by and between Michael Kibler and Harold Antonson (“Landlord”) and AT&T Wireless PCS, LLC, a Delaware limited liability company, by its Member, AT&T Wireless Services, Inc., a Delaware corporation (“Tenant”), successor-in-interest to AT&T Wireless PCS, Inc., a Delaware corporation..

Tenant’s lease Premises are described as follows:



Memorandum of Lease

EXHIBIT A

[metes and bounds legal description of demised premises]

SUBJECT PROPERTY

LOTS 1 TO 24, BOTH INCLUSIVE, IN BLOCK 3 IN CALDWELL'S TWELFTH ADDITION TO TOLLESTON, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 11, PAGE 20, AND THE SOUTH HALF OF VACATED 10TH AVENUE ADJOINING LOT 1 TO THE SOUTH AND THE WEST HALF OF VACATED WHEELER STREET ADJOINING LOTS 1 TO 20, BOTH INCLUSIVE, TO THE WEST, AND THE VACATED ALLEY ADJOINING LOT 19 TO THE SOUTH, ALL IN LAKE COUNTY, INDIANA.

LEASE PARCEL

THAT PART OF BLOCK 3 IN CALDWELL'S TWELFTH ADDITION TO TOLLESTON, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 11, PAGE 20, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK; THENCE SOUTH 89 DEGREES 30 MINUTES 41 SECONDS EAST, ALONG THE SOUTH LINE OF SAID BLOCK (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF 11TH AVENUE), 241.91 FEET TO A POINT ON A LINE THAT IS 11.00 FEET EAST OF AND PARALLEL TO THE CENTER LINE OF A CHAIN LINK FENCE; THENCE NORTH 0 DEGREES 45 MINUTES 52 SECONDS EAST, ALONG SAID PARALLEL LINE, 39.40 FEET TO A POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 45 MINUTES 52 SECONDS EAST 45.00 FEET TO A POINT ON THE CENTER LINE OF A CHAIN LINK FENCE; THENCE SOUTH 89 DEGREES 14 MINUTES 8 SECONDS EAST, ALONG SAID CENTER LINE, 25.00 FEET; THENCE SOUTH 0 DEGREES 45 MINUTES 52 SECONDS WEST 45.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 8 SECONDS WEST 25.00 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA, AND CONTAINING 1125 SQUARE FEET THEREIN.

NOT OFFICIAL!
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the Lake County Recorder!**

ACCESS EASEMENT

THAT PART OF BLOCK 3 IN CALDWELL'S TWELFTH ADDITION TO TOLLESTON, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 11, PAGE 20, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK; THENCE SOUTH 89 DEGREES 30 MINUTES 41 SECONDS EAST, ALONG THE SOUTH LINE OF SAID BLOCK (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF 11TH AVENUE), 241.91 FEET TO A POINT ON A LINE THAT IS 11.00 FEET EAST OF AND PARALLEL TO THE CENTER LINE OF A CHAIN LINK FENCE; THENCE NORTH 0 DEGREES 45 MINUTES 52 SECONDS EAST, ALONG SAID PARALLEL LINE, 41.40 FEET TO A POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 45 MINUTES 52 SECONDS EAST 12.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 8 SECONDS WEST 43.97 FEET; THENCE SOUTH 45 DEGREES 45 MINUTES 52 SECONDS WEST 17.01 FEET; THENCE SOUTH 0 DEGREES 45 MINUTES 52 SECONDS WEST 41.64 FEET TO A POINT ON AFORESAID SOUTH LINE; THENCE SOUTH 89 DEGREES 30 MINUTES 41 SECONDS EAST, ALONG SAID SOUTH LINE, 12.00 FEET; THENCE NORTH 0 DEGREES 45 MINUTES 52 SECONDS EAST 36.61 FEET; THENCE NORTH 45 DEGREES 45 MINUTES 52 SECONDS EAST 7.07 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 8 SECONDS EAST 39.00 FEET TO THE POINT OF BEGINNING; ALL IN LAKE COUNTY, INDIANA, AND CONTAINING 1112 SQUARE FEET THEREIN.

UTILITY EASEMENT

THAT PART OF BLOCK 3 IN CALDWELL'S TWELFTH ADDITION TO TOLLESTON, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 11, PAGE 20, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK; THENCE SOUTH 89 DEGREES 30 MINUTES 41 SECONDS EAST, ALONG THE SOUTH LINE OF SAID BLOCK (SAID SOUTH LINE BEING ALSO THE NORTH LINE OF 11TH AVENUE), 241.91 FEET TO A POINT ON A LINE THAT IS 11.00 FEET EAST OF AND PARALLEL TO THE CENTER LINE OF A CHAIN LINK FENCE; THENCE NORTH 0 DEGREES 45 MINUTES 52 SECONDS EAST, ALONG SAID PARALLEL LINE, 84.40 FEET TO A POINT OF BEGINNING ON THE CENTER LINE OF A CHAIN LINK FENCE; THENCE SOUTH 89 DEGREES 14 MINUTES 8 SECONDS EAST, ALONG SAID CENTER LINE, 25.00 FEET; THENCE NORTH 0 DEGREES 45 MINUTES 52 SECONDS EAST 8.00 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 8 SECONDS WEST 66.71 FEET; THENCE SOUTH 0 DEGREES 45 MINUTES 52 SECONDS WEST 14.81 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 8 SECONDS EAST 8.00 FEET; THENCE NORTH 0 DEGREES 45 MINUTES 52 SECONDS EAST 6.81 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 8 SECONDS EAST 33.71 FEET TO THE POINT OF BEGINNING; ALL IN LAKE COUNTY, INDIANA, AND CONTAINING 538 SQUARE FEET THEREIN.