

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 021286

2015 APR 13 AM 9:25

MICHAEL B. BROWN
RECORDER



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After Recording, Mail To:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance

APN: 46-01-28-363-002.000-022

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Agreement") by and between Michigan City Area-Wide School Building Corporation, a Not-For-Profit Corporation ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Agreement, the "Premises"):

See Attached Exhibit A incorporated herein for all purposes.

Without limiting the terms and conditions of the Agreement, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.
2. Pursuant to the Agreement, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in this Agreement for an initial term of one (1) year commencing on the Effective Date, which term may be extended by Tenant for additional one (1) year Options.
3. Provided that the Option has been exercised by Tenant, the Agreement shall constitute a lease (the "Lease"), the term of which shall initially be for five (5) years and will commence on the date upon which Tenant exercises its Option (the "Commencement Date").

Site Number: CH98382A
Site Name: Elston School
Market: CH


ok 19205
DW

4. Tenant shall have the right to extend the Lease for five (5) additional and successive five-year terms.
5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.
- 7.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD:

Michigan City Area-Wide School Building Corporation,
a Not-For-Profit Corporation

By: 

Printed Name: Lance E. Werner

Title: Chief Financial Officer

Date: 12-15

TENANT:

T-Mobile Central LLC,
a Delaware limited liability company T-Mobile Central, LLC

By: 

Printed Name: Faisal Afridi

Title: Area Director, Engineering &

Date: Operations 1/12/15



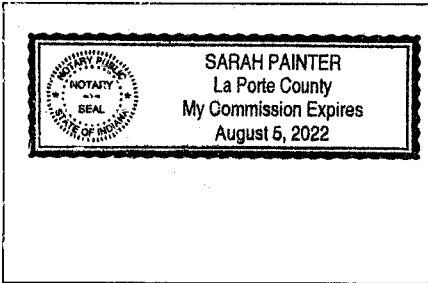
[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF Indiana)
) ss.
COUNTY OF LaPorte)

This instrument was acknowledged before me on January 5, 2015 by Lance E. Werner, Chief Financial Officer of Michigan City Area-Wide School Building Corporation, a Not-For-Profit Corporation, on behalf of said Michigan City Area-Wide School Building Corporation.

Dated: January 5, 2015

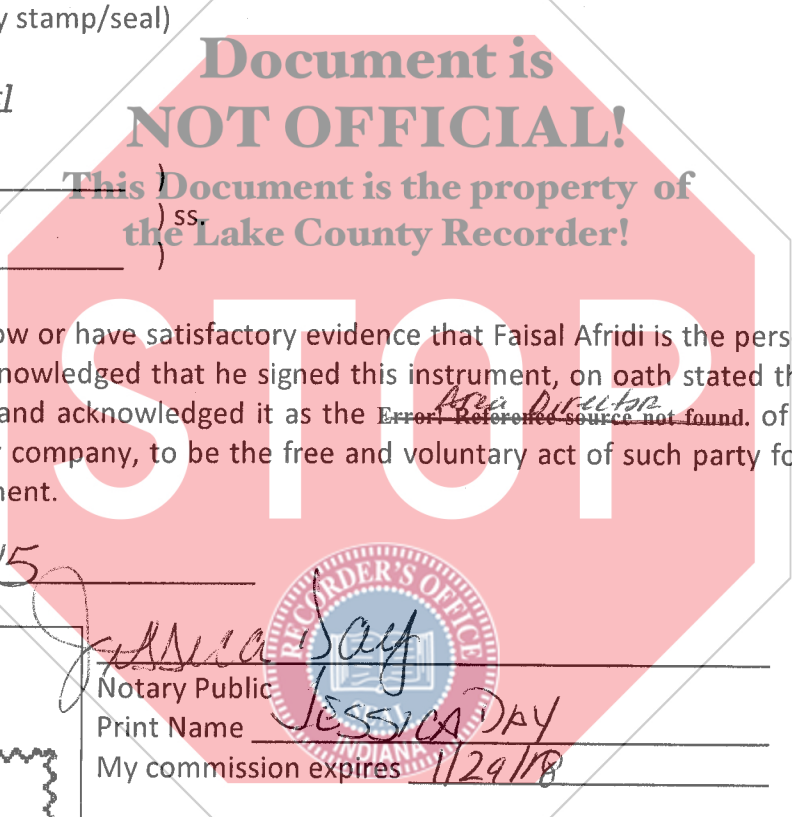


Sarah Painter
Notary Public
Print Name Sarah Painter
My commission expires 8-5-22

(Use this space for notary stamp/seal)

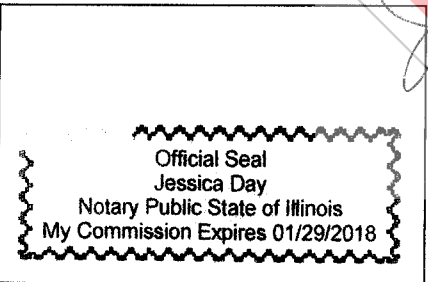
[Notary block for Tenant]

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)



I certify that I know or have satisfactory evidence that Faisal Afridi is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the ^{Area Director} ~~Error! Referenced source not found.~~ of T-Mobile Central, 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: 1/12/15



Jessica Day
Notary Public
Print Name JESSICA DAY
My commission expires 1/29/18

(Use this space for notary stamp/seal)

**Memorandum of Lease - Exhibit A
Legal Description**

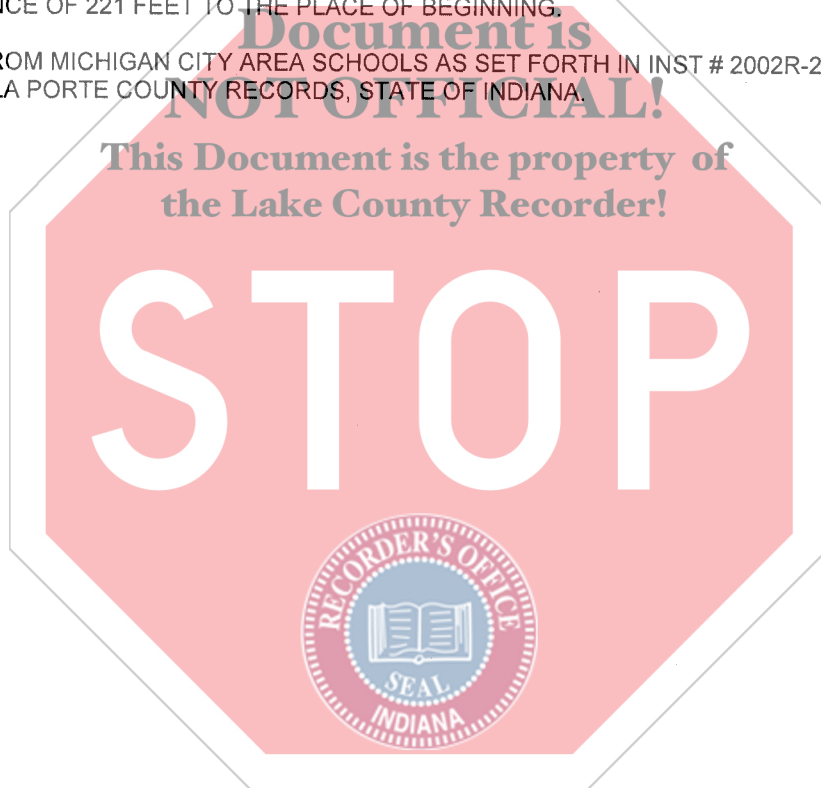
The Property is legally described as follows:

ALL THAT PARCEL OF LAND IN MICHIGAN CITY, LA PORTE COUNTY, STATE OF INDIANA, AS MORE FULLY DESCRIBED IN DEED INST # 2002R-29850, ID# 46-01-28-363-002.000-022, BEING KNOWN AND DESIGNATED AS:

THAT PARTS OF LOTS 4, 5 AND 6 LYING SOUTH OF DETROIT STREET, IN BLOCK 16 IN BURR'S ADDITION TO MICHIGAN CITY, WHICH IS RECORDED IN DEED RECORD "B" PAGE 657, IN THE OFFICE OF THE RECORDER OF LAPORTE COUNTY, INDIANA.

TOGETHER WITH THAT PART OF VACATED PEARL STREET LYING SOUTH AND ADJACENT TO SAID LOTS. LOTS 1,2,3,4,5 AND 6 IN BLOCK 17 IN BURR'S ADDITION TO MICHIGAN CITY, WHICH IS RECORDED IN DEED RECORD "B" PAGE 657, IN THE OFFICE OF THE RECORDER OF LAPORTE COUNTY, INDIANA, TOGETHER WITH THE EAST-WEST VACATED ALLEY LYING BETWEEN SAID LOTS 1,2,3,AND 4,5,6; AND ALSO TOGETHER WITH THAT PART OF VACATED DUPAGE STREET LYING SOUTH AND ADJACENT TO SAID LOTS 4,5 AND 6. FRACTIONAL LOTS 1,2 AND 3 IN BLOCK 24 IN BURR'S ADDITION TO MICHIGAN CITY, WHICH IS RECORDED IN DEED RECORD "B" PAGE 657, IN THE OFFICE OF THE RECORDER OF LAPORTE COUNTY, INDIANA. LOTS 1,2,3 AND 4 IN A BLOCK NOT NUMBERED, LYING SOUTH OF DETROIT STREET AND EAST OF SPRING STREET IN LAND COMPANY'S ADDITION TO MICHIGAN CITY, WHICH IS RECORDED IN DEED RECORD "C" PAGES 10,11 AND 13, IN THE OFFICE OF THE RECORDER OF LAPORTE COUNTY, INDIANA. GRAVE YARD LOT, LYING SOUTH AND ADJACENT TO LOTS 1,2,3 AND 4 IN A BLOCK NOT NUMBERED IN LAND COMPANY'S ADDITION TO MICHIGAN CITY, WHICH IS RECORDED IN DEED RECORD "C" PAGES 10, 11 AND 13, IN THE OFFICE OF THE RECORDER OF LAPORTE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 4 WEST OF THE 2ND PRINCIPAL MERIDIAN, LAPORTE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29, FOR THE PLACE OF BEGINNING; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 211-1/2 FEET; THENCE WEST, A DISTANCE OF 211-1/2 FEET; THEN SOUTH, A DISTANCE OF 211-1/2 FEET; THENCE EAST, A DISTANCE OF 221 FEET TO THE PLACE OF BEGINNING.

BY FEE SIMPLE DEED FROM MICHIGAN CITY AREA SCHOOLS AS SET FORTH IN INST # 2002R-29850 DATED 12/19/2002 AND RECORDED 12/13/2002, LA PORTE COUNTY RECORDS, STATE OF INDIANA.



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