

MEMORANDUM OF LEASE



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This instrument was drafted by
and after recording return to:

Charles F. Adler, Esq.
Alzheimer & Gray
10 South Wacker Drive
Suite 4000
Chicago, IL 60606
Attention: Ms. Jean Watson

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 5th day of June, 2000, by and between Illinois Bell Telephone Company, having an address at c/o Ameritech, 425 West Randolph Street, 9th Floor, Chicago, Illinois 60606, Attn: Corporate Real Estate Department (herein, together with its successors and assigns, referred to as "Tenant") and Greg Bayer doing business as B & B Development (herein, together with its successors and assigns, referred to as "Landlord").

WITNESSETH:

1. By a certain Garage Lease of even date herewith (the "Lease"), Landlord has leased to and hereby leases to Tenant, and Tenant has leased from and hereby leases from Landlord, the real property (including the building having an address of 3655 West 63rd Street, Chicago, Illinois 60629 (the "Building")) legally described on Exhibit A, attached hereto (the "Premises") for the Term hereinafter described, at a rental and upon the terms, provisions, covenants and conditions set forth in the Lease. Under the Lease, the permitted uses of the Premises include garage purposes, including, without limitation, parking, storage and servicing of automobiles and business use vehicles, warehousing and storage of equipment and materials, installation, operation and maintenance of equipment and facilities for receiving, generating, transporting and distributing telecommunications and video signals, and related improvements, any and all incidental uses thereto, and for any other lawful purposes.

2. The Lease is for a Term commencing on or about June 20, 2000 and ending on or about June 19, 2010, unless extended or renewed pursuant to the options to extend hereinafter referred to or by agreement of Landlord and Tenant or sooner terminated under the provisions of the Lease. If at the end of the Term or any extension or renewal term the Lease has not been terminated by Landlord or Tenant in accordance with the Lease, the Lease shall continue in force

for a further term of twelve (12) months, and so on until terminated by either party in accordance with the Lease.

3. The Lease contains provisions restricting any sale of any portion of the Building or the Premises to any purchaser which engages in a telecommunications business (as defined in the Lease) as a primary part of its business.

4. Under the terms of the Lease, Landlord has granted to Tenant the following rights and options, all of which are subject to terms and conditions set forth in the Lease:

(a) options to extend the Term of the Lease for two (2) consecutive periods of five (5) years each;

5. Under the terms of the Lease, the Lease is and shall be superior to each mortgage, trust deed, installment sale or other financing instrument which hereafter encumbers the Premises, including, without limitation, any purchase money mortgage, trust deed or other financing instrument which Landlord may hereafter accept, except as hereinafter provided. By the terms of the Lease, Landlord has subordinated and hereby subordinates to the Lease the fee title to the Premises and any other interest in the Premises which Landlord may hereafter acquire. If after the date hereof Landlord proposes to enter into a financing transaction in which Landlord's interest in the Premises would be encumbered by a mortgage, trust deed, installment sale or other financing instrument, the Lease provides that at Landlord's request Tenant will deliver a subordination, non-disturbance and attornment agreement in a form attached to the Lease to the holder of any such mortgage, trust deed, installment sale contract or other financing instrument dated after the date hereof.

6. Under the terms of the Lease, all personal property and fixtures of Tenant shall be and remain Tenant's property, and shall be removed by Tenant within 180 days after expiration or other termination of the Lease unless such removal will cause irreparable damage or injury to the Premises, and except that Tenant may but shall not be obligated to remove any underground piping or wiring, foundations or any other fixtures or improvements at or below ground level or any cabling or cabling conduit sealed within demising walls. Tenant may but need not remove any fencing unless before the effective date of the expiration or termination Landlord requests its removal.

7. This Memorandum of Lease is being executed and recorded in order to give notice of the existence of the Lease and the rights, options and other matters described above.

8. The Lease is the full agreement between the parties. The provisions of this Memorandum of Lease are subject in all respects to the provisions of the Lease, to which reference must be made in connection with any matters affecting this Memorandum of Lease or any part of the property affected by the Lease. In the event of any conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall

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control, it being the intent of the parties that this Memorandum of Lease shall not alter or vary the terms of the agreement between the parties as set out in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the day and year first above written.

<p>WITNESSED:</p> <p>By: _____ Print Name: _____</p> <p>By: <u>Marilyn E Hanners</u> Print Name: _____</p> <p>OFFICIAL SEAL MARILYN E HANNERS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 11/20/01</p>	<p>LANDLORD:</p> <p>B & B Development</p> <p>By: _____ Name: <u>Greg Bayer</u> Title: _____</p>
<p>WITNESSED:</p> <p>By: <u>Denise Fowler</u> Print Name: <u>Denise Fowler</u></p> <p>By: <u>Julia Villa</u> Print Name: <u>Julia Villa</u></p>	<p>TENANT:</p> <p>Illinois Bell Telephone Company</p> <p>By: _____ Name: <u>Joseph D. Buckman</u> Title: <u>Director of Transactions</u></p>

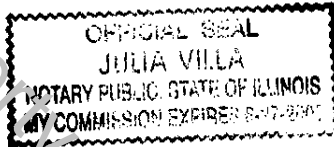
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TENANT ACKNOWLEDGMENT OF MEMORANDUM OF LEASE

STATE OF ILLINOIS)
)
COUNTY OF COOK)

Personally came before me this 13th day of June, 2000, the above named Joseph D. Buckman as the Director-Transactions of Ameitech and acknowledged that he or she executed the foregoing instrument on behalf of said corporation and by its authority, for the purposes set forth therein.



Julia Villa
Notary Public



LANDLORD ACKNOWLEDGMENT OF MEMORANDUM OF LEASE

STATE OF)
)
COUNTY OF)

Personally came before me this _____ day of _____, 20____, the above named _____ as the _____ President of _____ and acknowledged that he or she executed the foregoing instrument on behalf of said corporation and by its authority, for the purposes set forth therein.

Personally came before me this _____ day of _____, 20____, the above named _____ as a general partner of _____ and acknowledged that he or she executed the foregoing instrument on behalf of said partnership and by its authority, for the purposes set forth therein.

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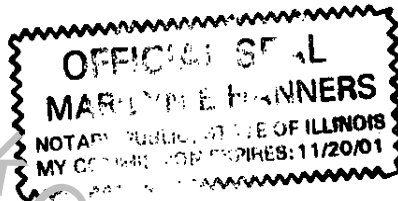
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Personally came before me this 3 day of June, 2000, the above named Person as the [manager/managing member] of B+B Development and acknowledged that he or she executed the foregoing instrument on behalf of said limited liability company and by its authority, for the purposes set forth therein.

Personally came before me this 3 day of June, 2000, the above named Person, My Boyer and acknowledged that he or she executed the foregoing instrument as his or her free and voluntary act, for the purposes set forth therein.

Marilyn E Hann

Notary Public



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**EXHIBIT A TO
MEMORANDUM OF LEASE**

LEGAL DESCRIPTION OF THE LAND

LOTS 18 THROUGH 23 IN BLOCK 1 IN JOHN F. EBERHART'S SUBDIVISION OF THE
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH,
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

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[Permanent Index No.: _____]

[or, Tax Parcel No.: _____]

19-23-103-001-0000

19-23-103-002-0000

19-23-103-003-0000

19-23-103-004-0000

19-23-103-005-0000

19-23-103-006-0000

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**EXHIBIT B TO
MEMORANDUM OF LEASE**

FLOOR PLAN OF THE PREMISES

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EXHIBIT C TO
MEMORANDUM OF LEASE

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EASEMENT AREAS

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