

CHI-GIGIGK501



This instrument was drafted by  
and after recording return to:



Dennis L. Myers, ~~SKW~~  
Ameritech Cellular ~~Services~~  
~~2000 W. Ameritech Center Drive~~  
~~Hoffman Estates, IL 60195-5000~~  
1515 Woodfield Rd., 9th Floor  
Schaumburg, IL 60173

MEMORANDUM OF ROOFTOP LEASE AGREEMENT

This Memorandum of Rooftop Lease is made this 11 day of August, 1999, between The Board of Trustees of the Young Men's Christian Association of Chicago having an address at 4251 W. Irving Park Road, Chicago, IL 60641, as the Landlord, and Chicago SMSA Limited Partnership, an Illinois limited partnership, having an address c/o Ameritech Cellular Services, 2000 West Ameritech Center Drive, #3H78, Hoffman Estates, Illinois 60195-5000 ATTN: Vice President-General Counsel and Manager, Real Estate & Zoning, as the Tenant.

1. Landlord hereby grants to Tenant and Tenant hereby takes from the Landlord subject to all terms and conditions of the Lease dated August 11, 1999, the right to lease the Property located in a Building in the County of Cook, City of Chicago, and State of Illinois which is legally described in Rider A ("Leased Property"). The common address of the Leased Property and its Property Identification Number(s) are also are set forth in said Rider.

2. The Lease is for an initial term of five (5) years beginning October 1, 1999 and ending September 30, 2004. Unless affirmatively canceled by Tenant, the initial Lease term will be extended automatically for four (4) successive terms of five (5) years each. If Tenant desires not to extend any subsequent term of the Lease, it must give Landlord written notice of its intention to not extend the term at least sixty (60) days prior to the expiration of the then current term, whereupon the Lease shall be deemed canceled upon the expiration of the then current term. The maximum date to which the Lease may be extended is twenty-five (25) years from the commencement date, unless at the end of the fourth (4th) five (5) year extension term the Lease has not been terminated by the Landlord or Tenant as set forth in the Lease, in which case the Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and so on from year to year until terminated by either party in compliance with the Lease.

3. Subject to the terms and conditions of the Lease, all improvements (including fixtures) added to the Leased Property by Tenant shall be Tenant's property and shall be removed by Tenant within ninety (90) days after termination of the Lease.

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PG  
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4. The rights and obligations of Landlord and Tenant shall be construed solely by reference to the provisions of the Lease and in the event of any conflict between the provisions of the Lease and those of this Memorandum of Lease, the provisions of the Lease shall control.

5. All mortgages, installment sale contracts and other financing instruments entered into by the Landlord after the date of this Memorandum with respect to the Leased Property shall be expressly subject to and subordinate to the rights of the Tenant under the Lease, unless the parties to such mortgages, contracts and other instruments deliver to Tenant an executed subordination, non-disturbance and attornment agreement in form satisfactory to Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be executed by themselves or their duly authorized officers as of the day and year written below for the purpose of providing an instrument for recording.

LANDLORD

The Board of Trustees of the Young Men's Christian Association of Chicago

By: [Signature]  
Name: Carl Sorenson  
Title: Executive Director

Date: 7/29/99

TENANT

Chicago SMSA Limited Partnership, an Illinois limited partnership, by its sole general partner, Ameritech Mobile Phone Service of Chicago, Inc., an Illinois corporation

By: [Signature]  
Name: Anthony Muscato  
Title: Vice President

Date: 8/11/99

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**RIDER A TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION OF BUILDING PROPERTY**

LOTS 1 TO 7 AND 21 IN PEARSON'S RESUBDIVISION OF BLOCK 31 IN IRVING PARK, BEING A SUBDIVISION OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Common Address:** 4251 W. Irving Park Road, Chicago, IL 60641

**Property Identification No:** 13-22-201-023; 13-22-201-003; 13-22-201-001; 13-22-201-004;  
13-22-201-005; 13-22-201-013

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## NOTARY FOR LANDLORD

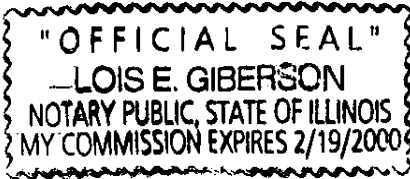
## MEMORANDUM OF LEASE

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

Personally came before me this 2nd day of July, 1999, the above named \_\_\_\_\_ as the \_\_\_\_\_ of The Board of Trustees of the Young Men's Christian Association of Chicago and acknowledged that he executed the foregoing instrument on behalf of said corporation and by its authority for the purposes set forth therein.

*Lois E. Giberson*  
LOIS E. GIBERSON

Print Name: \_\_\_\_\_



Notary Public, Cook County  
State of Illinois

My commission expires:  
2-19-2000

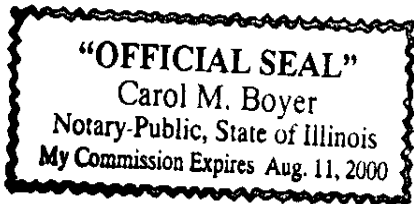
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NOTARY FOR CHICAGO SMSA LIMITED PARTNERSHIP

MEMORANDUM OF LEASE

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

Personally came before me this 11 day of August, 1999, the above named Anthony Muscato as the Vice President of Ameritech Mobile Phone Service of Chicago, Inc., which corporation is the sole general partner of Chicago SMSA Limited Partnership and acknowledged that he executed the foregoing instrument on behalf of said corporation and by its authority for the purposes set forth therein.



Carol M. Boyer
Print Name: Carol M. Boyer

Notary Public, Cook County
State of Illinois

My Commission expires:
August 11, 2000