

Antenna License Agreement

Chgo. SMASH Ltd. Partnership



Verizon Wireless  
1515 Woodfield Rd.  
Schaumburg, IL 60173

January 27, 2010

Theresa Slovick  
105 West Madison  
Chicago, IL 60602

Re: Rent Commencement for Verizon Wireless' site located at 105 West Madison, Chicago, Illinois

Dear Ms. Slovick:

Per our Building and Rooftop Lease Agreement dated January 21, 2009, this letter is simply to acknowledge the lease commencement and rent date.

Paragraph 2 of the Amendment to the Building and Rooftop Agreement states that the Agreement shall commence on the 1<sup>st</sup> day of the month following the commencement of the installation of the new equipment. Licensor and Licensee acknowledge and agree that initial rent payment(s) shall not actually be sent by Licensee until thirty (30) days after a written acknowledgement confirming the Commencement Date. Please have this letter signed in the area indicated below to acknowledge that the rent commencement of our Agreement is February 1, 2010.

Upon receipt of this signed letter, Verizon Wireless will complete the check issuance process. If you have any questions, please do not hesitate to contact me at 847-344-1776. Thank you.

Regards,

Jennifer Robins

Agreed and Acknowledged:

**CR Madison, LLC**

By: Theresa Slovick  
Theresa Slovick



**GINSBERG  
JACOBS<sup>LLC</sup>**

Alysia A. Schramka  
Direct: 312.660.9624  
ASchramka@GinsbergJacobs.com

**VIA FEDERAL EXPRESS**

July 16, 2010

Theresa Slovick  
105 W. Madison, Suite 1950  
Chicago, IL 60602

**Re:     Third Amendment to License Agreement  
                  VZW Site: Sbarro's**

Dear Theresa:

Enclosed please find one original fully executed Third Amendment to License Agreement for the above referenced site. Please contact me if you have any questions.

Sincerely,

Alysia A. Schramka  
Paralegal

cc:     Michele L. Krause, Esq.  
          Mr. Scott Garcia

### THIRD AMENDMENT TO LICENSE AGREEMENT

THIS THIRD AMENDMENT TO LICENSE AGREEMENT (the "Amendment") is made this 9th day of July, 2010, between CR Madison LLC, a Delaware limited liability company as successor in interest to The Hayman Realsource Company, as agents for the owners of 105 W. Madison, Chicago (ITW Mortgage Investments IV, Inc., a Delaware corporation) ("Licensor"), and Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Basking Ridge, NJ 07920 ("Licensee").

WHEREAS, there is now in full force and effect between the parties a License Agreement with an effective Date of April 29, 1993 as amended by Licensor and Licensee in that certain Amendment to License Agreement dated March 22, 2002 and that certain Second Amendment to License Agreement dated January 21, 2010 (collectively the "License"), that provides for the installation and operation of Licensee's communications equipment on the exterior portion of the second floor of Licensor's building and on a portion of the rooftop of Licensor's building (the "Building") located at 105 W. Madison, Chicago, Illinois within the Premises (as defined in the License); and

WHEREAS, Licensor and Licensee desire to enter into this Amendment to correct a typographical error in the Second Amendment to License Agreement ("Second Amendment");

WHEREAS, it is now the intention of Licensor and Licensee to enter into an agreement amending the License.

NOW THEREFORE, for good and valuable consideration including the mutual covenants and agreements hereinafter set forth, License and Licensee agree as follows:

1. Rent Increase: Paragraph 2 of the License shall be, and is hereby, deleted in its entirety and replaced with the following:

"Beginning with the first day of the month following the commencement of the installation of the new equipment within the Additional Equipment Space ("Additional Rent Commencement Date"), the total annual rent due Licensor from Licensee shall be Twenty Five Thousand Six Hundred Seventy Four Dollars and Seventy Two Cents (\$25,674.72), payable in monthly installments of Two Thousand One Hundred Thirty-Nine Dollars and Fifty Six Cents (\$2,139.56), (the "New Rent"). Licensor and Licensee acknowledge and agree that the first payment of the New Rent shall not actually be sent by Lessee until thirty (30) days after the full execution of a written acknowledgement confirming the Additional Rent Commencement Date. Upon Licensee commencing the installation of the improvements, Licensor and Licensee shall execute a written acknowledgement confirming the Additional Rent Commencement Date."

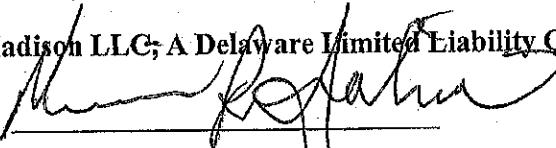
2. No Other Modifications: Any term or provision in the License inconsistent with the above is hereby revised accordingly. All other terms and conditions of the License shall remain unmodified and shall remain in full force and effect.

*Signatures Follow On Next Page*

IN WITNESS WHEREOF, the parties hereto have executed in duplicate this Amendment as of the day and year first above written.

**LICENSOR:**

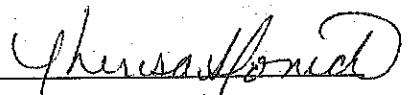
CR Madison LLC, A Delaware Limited Liability Company

By: 

Name: Manley Rafaoma

Its: MANAGING Member

Date: June 11, 2010

WITNESS: 

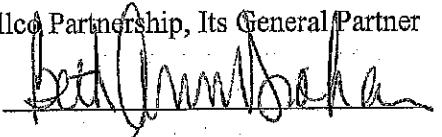
Name: Theresa Slavick

Date: June 11, 2010

**LICENSEE:**

Chicago SMSA Limited Partnership, an Illinois limited partnership,  
d/b/a Verizon Wireless

By: Celco Partnership, Its General Partner

By: 

Name: Beth Ann Drohan

Its: Area Vice President Network

Date: 7/9/10

WITNESS: 

Name: Ann Goldstein

Date: 7/9/10

**CR Madison, LLC**  
105 W. Madison, Suite 1950  
Chicago, IL 60602  
Office: (312) 759-8901 / Fax: (312) 759-8901

January 22, 2010

Ginsberg Jacobs, LLC  
Ms. Alysia Schramka  
300 S. Wacker Dr., Suite 2450  
Chicago, IL 60606

Re: Second Amendment to License Agreement  
105 West Madison – Chicago, IL 60602

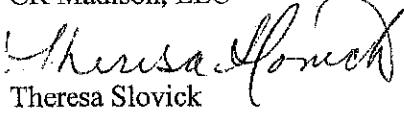
Dear Ms. Schramka:

Enclosed please find one (1) original fully executed Second Amendment to License Agreement by and between, CR Madison, LLC and Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, for the above referenced location. Please note that I have incorporated the Revised Site Drawings as part of this Second Amendment, dated 12/30/09.

If you should have any questions, please feel free to contact me.

Sincerely,

CR Madison, LLC

  
Theresa Slovick  
Property Manager



# CERTIFICATE OF LIABILITY INSURANCE

OP ID AM  
CREST-3DATE (MM/DD/YYYY)  
01/20/10

## PRODUCER

Connor & Gallagher Ins. Serv.  
4933 Lincoln Avenue, Suite 5  
Lisle, IL 60532  
Phone: 630-810-9100 Fax: 630-810-0100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

Crestwood Tower Services , Inc  
16152 Pamela Ct.  
Oak Forest IL 60452-3731

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance Company	10677
INSURER B: Sentinel Insurance Company	11000
INSURER C: Accident Fund Ins. Co. of Am.	10166
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

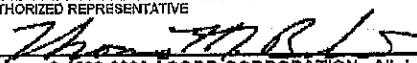
INSURER/PROD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CPP5584024	10/28/09	10/28/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	83UECNY9720	02/19/09	02/19/10	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ EA ACC \$ OTHER THAN AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CPP5584024	10/28/09	10/28/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under SPECIAL PROVISIONS below	WCV6040452	02/01/09	02/01/10	X WC STATUTORY LIMITS 10TH FER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER Instalation Float	CPP5584024	10/28/09	10/28/10	\$100,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: 105 WEST MADISON  
CR MADISON, LLC, A DELAWARE LIMITED LIABILITY COMPANY, CR MADISON  
MANAGEMENT, LLC AND THEIR RESPECTIVE MEMBERS, AGENTS AND EMPLOYEES ARE AN  
ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY POLICY AS REQUIRED  
BY CONTRACT

## CERTIFICATE HOLDER

## CANCELLATION

CRMADIS	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
	AUTHORIZED REPRESENTATIVE 	



Alysia A. Schramka  
Direct: 312.660.9624  
ASchramka@GinsbergJacobs.com

VIA FEDERAL EXPRESS

December 17, 2009

Theresa Slovick  
105 W. Madison, Suite 1950  
Chicago, IL 60602

**Re: Second Amendment to License Agreement**  
**VZW Site: Sbarros**

Dear Theresa:

Enclosed please two originals of the Second Amendment to License Agreement for the above referenced site. Please sign and return in the envelope provided. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Alysia".

Alysia A. Schramka  
Paralegal

Cc: Ms. Michele Krause, Esq.  
Ms. Jennifer Robins

**CR Madison Management, LLC**  
105 West Madison, Suite 1950  
Chicago, IL 60602  
Office: (312) 759-8901 / Fax: (312) 759-8904

February 17, 2009

Verizon Wireless  
Attn: Network Real Estate Dept.  
180 Washington Valley Road  
Bedminster, New Jersey 07921

Re: 105 West Madison Street  
Chicago, Illinois 60602  
License Agreement

Per the Amendment to License Agreement, dated March 22, 2002, the term of the Amended License Agreement shall automatically renew effective May 1, 2009, at the terms and conditions set forth in Section 3, as follows:

(3.) The term of the Amended License Agreement shall be one (1) year commencing May 1, 2002 and expire April 1, 2003. This Agreement shall automatically renew unless one party notifies the other of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term. Each renewal term shall be on the same terms and conditions as set forth in herein except that Rent shall be increased by an amount equal to three percent (3%) of the Rent paid of the last day of the preceding term.

Therefore, the Rent shall be One Thousand Two Hundred Twenty Nine Dollars and Eighty Six Cents (\$1,229.86) per month, effective May 1, 2009 through April 30, 2010.

If you should have any questions, please feel free to contact me.

Sincerely,

CR Madison Management, LLC

*Theresa Slovick*  
Theresa Slovick  
Property Manager



## CR Madison Management, LLC

105 West Madison • Suite ~~400~~ • Chicago, Illinois 60602

Tel: 312-759-8901 • Fax: 312-759-8904

February 22, 2008

Verizon Wireless  
Attn: Network Real Estate Dept.  
180 Washington Valley Road  
Bedminster, New Jersey 07921

Re: 105 West Madison Street  
Chicago, Illinois 60602  
License Agreement

Per the Amendment to License Agreement, dated March 22, 2002, the term of the Amended License Agreement shall automatically renew effective May 1, 2008, at the terms and conditions set forth in Section 3, as follows:

(3.) The term of the Amended License Agreement shall be one (1) year commencing May 1, 2002 and expire April 1, 2003. This Agreement shall automatically renew unless one party notifies the other of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term. Each renewal term shall be on the same terms and conditions as set forth in herein except that Rent shall be increased by an amount equal to three percent (3%) of the Rent paid of the last day of the preceding term.

Therefore, the Rent shall be One Thousand One Hundred Ninety Four Dollars and Four Cents (\$1,194.04) per month, effective May 1, 2008 through April 30, 2009.

If you should have any questions, please feel free to contact me.

Sincerely,

CR Madison Management, LLC

*Theresa Slovick*  
Theresa Slovick  
Property Manager



## CR Madison Management, LLC

105 West Madison • Suite ~~2000~~<sup>400</sup> • Chicago, Illinois 60602  
Tel: 312-759-8901 • Fax: 312-759-8904

March 21, 2007

**COPY**

Verizon Wireless  
Attn: Network Real Estate Dept.  
180 Washington Valley Road  
Bedminster, New Jersey 07921

Re: 105 West Madison Street  
Chicago, Illinois 60602  
License Agreement

Per the Amendment to License Agreement, dated March 22, 2002, the term of the Amended License Agreement shall automatically renew effective May 1, 2007, at the terms and conditions set forth in Section 3, as follows:

(3.) The term of the Amended License Agreement shall be one (1) year commencing May 1, 2002 and expire April 1, 2003. This Agreement shall automatically renew unless one party notifies the other of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term. Each renewal term shall be on the same terms and conditions as set forth in herein except that Rent shall be increased by an amount equal to three percent (3%) of the Rent paid of the last day of the preceding term.

Therefore, the Rent shall be One Thousand One Hundred Fifty Nine Dollars and Twenty Seven Cents (\$1,159.27) per month, effective May 1, 2007 through April 30, 2008.

If you should have any questions, please feel free to contact me.

Sincerely,

CR Madison Management, LLC

*Theresa Slovick*

Theresa Slovick  
Property Manager



## CR Madison Management, LLC

105 West Madison • Suite 2100 • Chicago, Illinois 60602

Tel: 312-759-8901 • Fax: 312-759-8904

March 28, 2006

Verizon Wireless  
Attn: Network Real Estate Dept.  
180 Washington Valley Road  
Bedminster, New Jersey 07921

Re: 105 West Madison Street  
Chicago, Illinois 60602  
License Agreement

Per the Amendment to License Agreement, dated March 22, 2002, the term of the Amended License Agreement shall automatically renew effective May 1, 2006, at the terms and conditions set forth in Section 3, as follows:

(3.) The term of the Amended License Agreement shall be one (1) year commencing May 1, 2002 and expire April 1, 2003. This Agreement shall automatically renew unless one party notifies the other of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term. Each renewal term shall be on the same terms and conditions as set forth in herein except that Rent shall be increased by an amount equal to three percent (3%) of the Rent paid of the last day of the preceding term.

Therefore, the Rent shall be One Thousand One Hundred Twenty Five Dollars and Fifty One Cents (\$1,125.51) per month, effective May 1, 2006 through April 30, 2007.

If you should have any questions, please feel free to contact me.

Sincerely,

CR Madison Management, LLC

*Theresa Slovick*

Theresa Slovick  
Property Manager



## CR Madison Management, LLC

105 West Madison • Suite 2100 • Chicago, Illinois 60602

Tel: 312-759-8901 • Fax: 312-759-8904

March 23, 2005

Verizon Wireless  
Attn: Network Real Estate Dept.  
180 Washington Valley Road  
Bedminster, New Jersey 07921

Re: 105 West Madison Street  
Chicago, Illinois 60602  
License Agreement

Per the Amendment to License Agreement, dated March 22, 2002, the term of the Amended License Agreement shall automatically renew effective May 1, 2005, at the terms and conditions set forth in Section 3, as follows:

(3.) The term of the Amended License Agreement shall be one (1) year commencing May 1, 2002 and expire April 1, 2003. This Agreement shall automatically renew unless one party notifies the other of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term. Each renewal term shall be on the same terms and conditions as set forth in herein except that Rent shall be increased by an amount equal to three percent (3%) of the Rent paid of the last day of the preceding term.

Therefore, the Rent shall be One Thousand Ninety Two Dollars and Seventy Three Cents (\$1,092.73) per month, effective May 1, 2005 through April 30, 2006.

If you should have any questions, please feel free to contact me.

Sincerely,

CR Madison Management, LLC

*Theresa Slovick*

Theresa Slovick  
Property Manager



## CR Madison Management, LLC

105 West Madison • Suite 402 • Chicago, Illinois 60602

Tel: 312-759-8901 • Fax: 312-759-8904

March 22, 2004

Verizon Wireless  
Attn: Network Real Estate Dept.  
180 Washington Valley Road  
Bedminster, New Jersey 07921

Re: 105 West Madison Street  
Chicago, Illinois 60602  
License Agreement

Per the Amendment to License Agreement, dated March 22, 2002, the term of the Amended License Agreement shall automatically renew effective May 1, 2004, at the terms and conditions set forth in Section 3, as follows:

(3.) The term of the Amended License Agreement shall be one (1) year commencing May 1, 2002 and expire April 1, 2003. This Agreement shall automatically renew unless one party notifies the other of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term. Each renewal term shall be on the same terms and conditions as set forth in herein except that Rent shall be increased by an amount equal to three percent (3%) of the Rent paid of the last day of the preceding term.

Therefore, the Rent shall be One Thousand Sixty Dollars and Ninety Cents (\$1,060.90) per month, effective May 1, 2004 through April 30, 2005.

If you should have any questions, please feel free to contact me.

Sincerely,

CR Madison Management, LLC

A handwritten signature in cursive script that appears to read "Theresa Slovick".

Theresa Slovick  
Property Manager



## CR Madison Management, LLC

105 West Madison • Suite 400 • Chicago, Illinois 60602

Tel: 312-759-8901 • Fax: 312-759-8904

April 16, 2003

Verizon Wireless  
Attention: Network Real Estate Dept.  
180 Washington Valley Road  
Bedminster, New Jersey 07921

Re: 105 West Madison Street  
Chicago, Illinois 60602  
License Agreement

Per the Amendment to License Agreement, dated March 22, 2002, the term of the Amended License Agreement shall automatically renew effective May 1, 2003 at the terms and conditions set forth in Section 3, as follows:

3. The term of the Amended License Agreement shall be one (1) year commencing May 1, 2002 and expire April 30, 2003. This Agreement shall automatically renew unless one party notifies the other of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term. Each renewal term shall be on the same terms and conditions as set forth in herein except that Rent shall be increased by an amount equal to three percent (3%) of the Rent paid of the last day of the preceding term.

Therefore, the Rent shall be One Thousand Thirty dollars and no cents (\$1,030.00) per month, effective May 1, 2003 through April 30, 2004. Please note this change on the enclosed rent statement.

Sincerely,

CR Madison, LLC

*Theresa Slovick*

Theresa Slovick  
Property Manager

KENNEDY-WILSON

KENNEDY-WILSON

April 8, 2002

FMHC Corporation  
Mr. J.T. Del Alcazar  
1535 N. Elston Avenue  
Chicago, IL 60622

Re: Amendment to License Agreement  
105 W. Madison St. - Chicago, IL

Dear Mr. Del Alcazar:

Enclosed please find two (2) original fully executed Amendment to License Agreements for the above referenced location, for your records.

If you should have any questions, please feel free to contact me.

Sincerely,

Kennedy-Wilson Properties, Ltd.  
As Agent for CR Madison, LLC

*Theresa Slovick*  
Theresa Slovick  
Property Manager

Enclosures (2)

**FMHC Corporation**  
*Real Estate Consultants to the Communications Industry*

**VIA HAND DELIVERY**

March 11, 2002

Kennedy-Wilson Properties, LTD  
105 W. Madison, Suite 402  
Chicago, IL 60602

Attention: Ms. Theresa A. Slovick

**RE: Verizon Wireless Amendment for addition of antenna**

Dear Ms. Slovick,

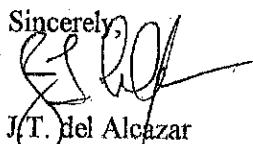
Pursuant to our telephone conversation this morning, please find attached to this letter 4 executable lease amendments for review and signature by CR Madison LLC. Please have these documents signed and returned to me so I can forward them to Verizon Wireless for signature.

Also attached are two full size drawings that denote the description of the modification to the 105 W. Madison Building for the addition of the cable and antenna. If your engineer has questions, please have him call me directly.

Lastly Verizon has had a construction team recently working in that area. If possible, Verizon would like to dovetail that project with the 105 W. Madison building and commence construction this week. Our construction crew is able to work during the day or evening (when necessary). Please let me know if it would be possible to commence construction this week.

If you have any questions, please do not hesitate to call me at the number listed below.

Sincerely,

  
J.T. del Alcazar  
FMHC Corporation

AMENDMENT TO LICENSE AGREEMENT

DATED APRIL 29, 1993

BY AND BETWEEN

CR MADISON, LLC, A DELAWARE LIMITED LIABILITY CORPORATION

AS SUCCESSOR IN INTEREST TO

THE HAYMAN REALSOURCE COMPANY, AS AGENTS FOR THE OWNERS OF 105 W. MADISON,  
CHICAGO [ITW MORTGAGE INVESTMENTS IV, INC., A DELAWARE CORPORATION]  
("LICENSOR") AND

CHICAGO SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS ("LICENSEE")

This Amendment ("Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and  
between Licensor and Licensee.

RECITALS

WHEREAS, ITW Mortgage Co., through its agent, The Hayman Realsource Company ("ITW"), and Licensee  
entered into a License Agreement dated April 29, 1993, (the "License") attached hereto and incorporated herein as  
Exhibit "A"; and,

WHEREAS, pursuant to the terms of the License, ITW granted to Licensee and Licensee licensed from ITW  
space on ITW's property located at 105 W. Madison, City of Chicago, State of Illinois, and space in and on Licensor's  
building thereon, to construct and operate a communications base station and related improvements; and,

WHEREAS, CR Madison LLC., has purchased 105 W. Madison, Chicago IL, from ITW and has assumed the  
interest of ITW under the License,

WHEREAS, Licensor and Licensee desire to allow Licensee to occupy additional space on the rooftop and to  
modify its equipment on the Licensed Property as described in Exhibit "B" attached hereto; and,

WHEREAS, Licensor and Licensee agree that Rent due under the License shall be increased; and

WHEREAS, Licensor and Licensee agree to extend the Term of the License;

NOW THEREFORE, for good and valuable consideration including the mutual covenants and agreements  
hereinafter set forth, Licensor and Licensee agree as follows.

AGREEMENTS

1. Effective as of the date Licensee executes and delivers to Licensor this Amendment (the "Effective Date"), Licensee shall license from Licensor and Licensor shall grant to Licensee the use of rooftop  
space for Verizon to mount an antenna-like device which also includes Easement access for the coaxial  
cable run from Licensee's equipment area to the rooftop (the "Additional Space"), as described in  
Exhibit "A" attached hereto, which modification the parties specifically agree includes,  
connections and attendant mounts, brackets and equipment. A depiction of the Additional Space  
also appears on Exhibit "B" attached hereto.
2. Beginning on the date (i) Licensee receives all necessary permits and/or approvals to commence  
construction upon the Additional Space and/or to modify its equipment, or (ii) the date Licensee  
commences such construction, if no additional permits or approvals are required, or construction  
otherwise commences prior to final permit/approval issuance ("New Rent Commencement Date"), the  
total annual rent due Licensor from Licensee shall be Twelve Thousand and No/100s Dollars  
(\$12,000.00), payable in monthly installments of One Thousand and No/100s Dollars (\$1,000.00) (the  
"New Rent").

3. The term of the Amended License Agreement shall be one (1) year as of the date Licensee executes and delivers to Lessor this Amendment. This Agreement shall automatically renew unless one party notifies the other of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term. Each renewal term shall be on the same terms and conditions as set forth in herein except that Rent shall be increased by an amount equal to three percent (3%) of the Rent paid the preceding term.

4. Beginning on the second (2<sup>nd</sup>) anniversary of the New Rent Commencement Date and on each anniversary of the New Rent Commencement Date thereafter, the New Rent shall increase by three percent (3%) of the New Rent in effect for the immediately preceding year.

5. 6. Except as modified herein, the terms and provisions of the License shall remain unmodified and in full force and effect.

IN WITNESS whereof, the parties hereto have caused this Amendment to be executed under their seals as of the date first above written.

**LICENSOR**

**CR MADISON, LLC, A DELAWARE LIMITED LIABILITY CORPORATION AS SUCCESSOR IN  
INTEREST TO THE HAYMAN REALSOURCE COMPANY, AS AGENTS FOR THE OWNERS OF  
105 W. MADISON, CHICAGO [ITW MORTGAGE INVESTMENTS IV, INC., A DELAWARE  
CORPORATION]**

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE**

**CHICAGO SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS**

By: Celco Partnership, a Delaware general partnership, its sole general partner

By: \_\_\_\_\_

Name: Richard J. Lynch

Its: Executive Vice President and Chief Technical Officer

Date: \_\_\_\_\_

*out of pocket*  
→ Tenant to Pay for all costs incurred  
for the review of all drawings

NOT TO EXCEED  
\$1000.

EXHIBIT A  
LICENSE AGREEMENT  
DATED APRIL 29, 1993 BY AND BETWEEN  
THE HAYMAN REALSOURCE COMPANY, AS AGENTS FOR THE OWNERS OF 105 W. MADISON,  
CHICAGO [ITW MORTGAGE INVESTMENTS IV, INC., A DELAWARE CORPORATION]  
("LICENSOR") AND  
CHICAGO SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS ("LICENSEE")

**EXHIBIT B**  
**DESCRIPTION OF MODIFICATION AND**  
**DEPICTION OF ADDITIONAL SPACE**

**AMENDMENT TO LICENSE AGREEMENT  
DATED APRIL 29, 1993  
BY AND BETWEEN  
CR MADISON, LLC, A DELAWARE LIMITED LIABILITY CORPORATION  
AS SUCCESSOR IN INTEREST TO  
THE HAYMAN REALSOURCE COMPANY, AS AGENTS FOR THE OWNERS OF 105 W. MADISON,  
CHICAGO [ITW MORTGAGE INVESTMENTS IV, INC., A DELAWARE CORPORATION]  
("LICENSOR") AND  
CHICAGO SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS ("LICENSEE")**

This Amendment ("Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Licensor and Licensee.

**RECITALS**

WHEREAS, ITW Mortgage Co., through its agent, The Hayman Realsource Company ("ITW"), and Licensee entered into a License Agreement dated April 29, 1993, (the "License") attached hereto and incorporated herein as Exhibit "A"; and,

WHEREAS, pursuant to the terms of the License, ITW granted to Licensee and Licensee licensed from ITW space on ITW's property located at 105 W. Madison, City of Chicago, State of Illinois, and space in and on Licensor's building thereon, to construct and operate a communications base station and related improvements; and,

WHEREAS, CR Madison LLC., has purchased 105 W. Madison, Chicago IL, from ITW and has assumed the interest of ITW under the License,

WHEREAS, Licensor and Licensee desire to allow Licensee to occupy additional space on the rooftop and to modify its equipment on the Licensed Property as described in Exhibit "B" attached hereto; and,

WHEREAS, Licensor and Licensee agree that Rent due under the License shall be increased; and

WHEREAS, Licensor and Licensee agree to extend the Term of the License;

NOW THEREFORE, for good and valuable consideration including the mutual covenants and agreements hereinafter set forth, Licensor and Licensee agree as follows.

**AGREEMENTS**

1. Effective as of the date Licensee executes and delivers to Licensor this Amendment (the "Effective Date"), Licensee shall license from Licensor and Licensor shall grant to Licensee the use of rooftop space for Verizon to mount an antenna-like device which also includes Easement access for the coaxial cable run from Licensee's equipment area to the rooftop (the "Additional Space"), as described in Exhibit "A" attached hereto, which modification the parties specifically agree includes, connections and attendant mounts, brackets and equipment. A depiction of the Additional Space also appears on Exhibit "B" attached hereto.
2. Beginning on the date (i) Licensee receives all necessary permits and/or approvals to commence construction upon the Additional Space and/or to modify its equipment, or (ii) the date Licensee commences such construction, if no additional permits or approvals are required, or construction otherwise commences prior to final permit/approval issuance ("New Rent Commencement Date"), the total annual rent due Licensor from Licensee shall be Twelve Thousand and No/100s Dollars (\$12,000.00), payable in monthly installments of One Thousand and No/100s Dollars (\$1,000.00) (the "New Rent").

3. The term of the Amended License Agreement shall be one (1) year as of the date Licensee executes and delivers to Lessor this Amendment. This Agreement shall automatically renew unless one party notifies the other of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term. Each renewal term shall be on the same terms and conditions as set forth in herein except that Rent shall be increased by an amount equal to three percent (3%) of the Rent paid the preceding term.
4. Beginning on the second (2<sup>nd</sup>) anniversary of the New Rent Commencement Date and on each anniversary of the New Rent Commencement Date thereafter, the New Rent shall increase by three percent (3%) of the New Rent in effect for the immediately preceding year.
5. Except as modified herein, the terms and provisions of the License shall remain unmodified and in full force and effect.

IN WITNESS whereof, the parties hereto have caused this Amendment to be executed under their seals as of the date first above written.

**LICENSOR**

**CR MADISON, LLC, A DELAWARE LIMITED LIABILITY CORPORATION AS SUCCESSOR IN  
INTEREST TO THE HAYMAN REALSOURCE COMPANY, AS AGENTS FOR THE OWNERS OF  
105 W. MADISON, CHICAGO [ITW MORTGAGE INVESTMENTS IV, INC., A DELAWARE  
CORPORATION]**

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE**

**CHICAGO SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS**

By: Celco Partnership, a Delaware general partnership, its sole general partner

By: \_\_\_\_\_

Name: Richard J. Lynch

Its: Executive Vice President and Chief Technical Officer

Date: \_\_\_\_\_

**FMHC Corporation***Real Estate Consultants to the Telecommunication Industry***FACSIMILE TRANSMISSION COVER PAGE**

TO: Joe Stevens, Kennedy-Wilson  
FROM: J.T. del Alcazar, FMHC Corp  
DATE: January 21 2002  
NO. OF PAGES (INCLUDING COVER): ~~Two~~ 3  
RE: 105 W. Madison, Verizon Antenna

692-2090  
FAX: 847-~~513~~-~~6965~~  
FAX: 773-395-3464

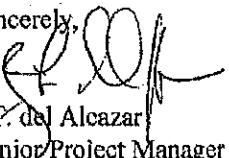
**MESSAGE:** Proposed Antenna and Rental amounts.

Per our telephone conversation I have attached a cut-sheet on the proposed antenna to go on the roof top of your building.

Also, as we discussed, we are proposing \$700 to remain on the property with the existing equipment and the "car sized" antenna. Also, we would pay an additional \$150 for the additional antenna and 1 5/8 inch conduit. (Please note that this is 400% over the initial lease rental amount signed in May, 1998. )

Therefore, the total monthly rent would be \$850 per month.

If we are unable to agree to new rental terms, I have been instructed to locate a new facility within a 1/2 block radius. I hope that we are able to work together. Please note that the equipment that we are using is not the average size that many other buildings are using. The antenna at your site is known as a "Micro-cell" and is very, very small and the equipment area is not as large as other wireless installations.

Sincerely,  
  
J.T. del Alcazar  
Senior Project Manager  
FMHC Corporation  
Verizon Wireless Project

## MYA 800 MHz Series

### Yagi Antennas

The MYA 800 MHz Yagis are unsurpassed in their price to performance ratio. All feature rugged 6061-T6 seamless aluminum construction, stainless steel hardware, and through boom mounting of all elements for years of reliable service. All elements are DC grounded to the boom and all models are UPS shippable.

#### Features:

- ◆ Stainless steel hardware
- ◆ Factory assembled and tuned
- ◆ Stacking harness available for phasing two or more antennas (see Base Station accessory section)
- ◆ (B) Black finish available on select models

#### Electrical Specifications

##### MYA 800 MHz Series, Aluminum Yagi

Model #	Frequency Range	Factory Tuned Frequency	Gain	Bandwidth @ 1.5:1 VSWR	Horizontal Beamwidth @ 1/2 Power	Vertical Beamwidth @ 1/2 Power	Front to Back Ratio
(B)MYA-8063	806-866 MHz	813 MHz	6dB	35 MHz	72°	57°	15dB
(B)MYA-8253	824-896 MHz	835 MHz	6dB	35 MHz	72°	57°	15dB
MYA-8503	806-866 MHz	858 MHz	6dB	35 MHz	72°	57°	15dB
MYA-8703	824-896 MHz	880 MHz	6dB	35 MHz	72°	57°	15dB
(B)MYA-8066	806-866 MHz	813 MHz	9dB	60 MHz	42°	40°	16dB
MYA-8066(PTU)	806-866 MHz	813 MHz	9dB	60 MHz	42°	40°	16dB
(B)MYA-8256	824-896 MHz	835 MHz	9dB	73 MHz	42°	40°	16dB
MYA-8506	806-866 MHz	858 MHz	9dB	60 MHz	42°	40°	16dB
MYA-8706	824-896 MHz	880 MHz	9dB	73 MHz	42°	40°	16dB
(B)MYA-80612	806-866 MHz	813 MHz	11dB	60 MHz	36°	34°	20dB
(B)MYA-82512	824-896 MHz	835 MHz	11dB	73 MHz	36°	34°	20dB
MYA-85012	806-866 MHz	858 MHz	11dB	60 MHz	36°	34°	20dB
MYA-87012	824-896 MHz	880 MHz	11dB	73 MHz	36°	34°	20dB

Prefix "B" indicates black



MYA-8066

20f.2.

## MYA 800 MHz Series

## Yagi Antennas

## General Specifications for MYA 800 MHz Series

## Radiator Material:

3/8" solid 6061-T6 aluminum

## Termination:

"N" female; MYA-8066(PTU)-PL259

## Lightning Protection:

DC grounded

## Wind Survival:

125 mph

## Maximum Mount Pipe Diameter:

1 5/8"

## Maximum Power:

150 watts

## Nominal Impedance:

50 Ohms

## Mechanical Specifications

## MYA 800 MHz Series, Aluminum Yagi

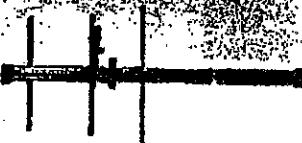
Antenna for 105 W. Madison.  
Quantity: 1 "8706-MYA"



MYK-1

Model #	Equivalent Flat Plate Area	Lateral Thrust @ Rated Wind	Bending Moment @ Rated Wind	Elements	Weight	Mounting Hardware (Included)	Boom Length	Boom Diameter
(B)MYA-8063	.10 sq ft	6.5 lbs	4.6 ft-lbs	3	1.5 lbs	MYK1	17"	7/8"
(B)MYA-8253	.10 sq ft	6.5 lbs	4.6 ft-lbs	3	1.5 lbs	MYK1	17"	7/8"
MYA-8503	.10 sq ft	6.5 lbs	4.6 ft-lbs	3	1.5 lbs	MYK1	17"	7/8"
MYA-8703	.10 sq ft	6.5 lbs	4.6 ft-lbs	3	1.5 lbs	MYK1	17"	7/8"
(B)MYA-8066	.17 sq ft	10.7 lbs	12.5 ft-lbs	6	2 lbs	MYK1	28"	7/8"
MYA-8066PTU	.17 sq ft	10.7 lbs	12.5 ft-lbs	6	2 lbs	MYK1	28"	7/8"
(B)MYA-8256	.17 sq ft	10.7 lbs	12.5 ft-lbs	6	2 lbs	MYK1	28"	7/8"
MYA-8506	.17 sq ft	10.7 lbs	12.5 ft-lbs	6	2 lbs	MYK1	28"	7/8"
MYA-8706	.17 sq ft	10.7 lbs	12.5 ft-lbs	6	2 lbs	MYK1	28"	7/8"
(B)MYA-80612	.29 sq ft	17.8 lbs	35.6 ft-lbs	12	2.5 lbs	MYK1	48"	7/8"
(B)MYA-82512	.29 sq ft	17.8 lbs	35.6 ft-lbs	12	2.5 lbs	MYK1	48"	7/8"
MYA-85012	.29 sq ft	17.8 lbs	35.6 ft-lbs	12	2.5 lbs	MYK1	48"	7/8"
MYA-87012	.29 sq ft	17.8 lbs	35.6 ft-lbs	12	2.5 lbs	MYK1	48"	7/8"

Prefix "B" indicates black



MYA-8063

1 of 2



1515 Woodfield Road, Suite 1400  
Schaumburg, IL 60173

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## Facsimile Cover Sheet

To: Allen Rosenberg

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: 312-759-8904

From: Nancy Feder

Company: Ameritech Cellular Services

Phone: 847-706-2383

Fax: (847)706-2557

Date: 2/27/98

# Pages including this cover page: 3

Comments: Here is the information on the antenna changes we are requesting.  
You will receive the originals via UPS  
delivery Monday

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# Base Station 806/960 MHz

## Unity and 3 dB Gain, Omnidirectional Vertical Base Station Antennas

### Model

### ASP-954 ASP-955 SERIES



- **Small Size** — ideal for applications where high technology construction and noise-free service outweigh gain requirements
- **Versatile** — easy installation for any permanent or temporary application
- **Broadband** — one model provides coverage of trunking/conventional and cellular frequencies
- **Economical** — high performance specifications at low cost
- **Protected** — direct grounding of radiating elements provides maximum equipment protection

### SPECIFICATIONS

#### Electrical

	ASP-954	ASP-955
Power	500 watts maximum	500 watts maximum
Gain	Unity	3 dB
Frequency Range	806-896 MHz	806-896 MHz (ASP-955) 890-960 MHz (ASPG955)
VSWR	—	Better than 1.5:1 over specified range
Vertical Beamwidth	60°	30°
Lightning Protection	Direct Ground	Direct Ground
Termination	N female (no "pig-tail" supplied)	N female (no "pig-tail" supplied)

#### Mechanical

Rated Wind Velocity	129 mi/h (208 km/h)	129 mi/h (208 km/h)
Lateral Thrust	5.1 lb (2.3 kg)	10.4 lb (4.7 kg)
Bending Moment	2.5 ft-lb (3.9 kg-m)	10.4 ft-lb (1.4 kg-m)
Equivalent Flat Plate Area	0.08 ft <sup>2</sup> (0.007 m <sup>2</sup> )	0.2 ft <sup>2</sup> (0.02 m <sup>2</sup> )
Length	2 ft (0.61 m)	3 ft (0.91 m)
Weight	2 lb (0.9 kg)	3 lb (1.4 kg)
Radiating Elements	Aluminum	Aluminum
Support	Aluminum pipe, 1 1/4 inches (41.3 mm) O.D. 11 inch (23 cm) mounting length	Aluminum pipe, 1 1/4 inches (41.3 mm) O.D. 11 inch (23 cm) mounting length
Mounting	Two (2) ASP-320-type clamps furnished*	Two (2) ASP-320-type clamps furnished*

#### Shipping Information

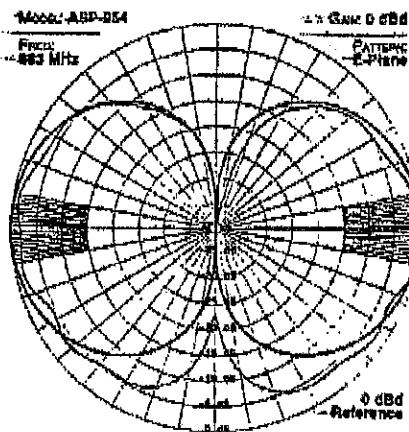
Weight	10 lb (4.5 kg)
Dimensions	2 inch (5 cm) O.D. tube x 31 inch (79 cm) long

\*See Catalog sections for mounting hardware, cable, connectors

and other materials required for complete installation.

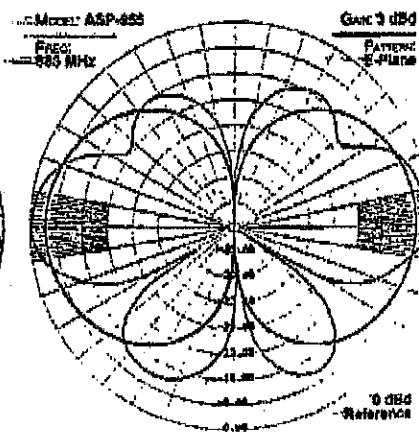
#### Model: ASP-954

Freq: 893 MHz



#### Model: ASP-955

Freq: 893 MHz



\*Internal View  
of ASP-955

Cellular Services  
1515 Woodfield Road  
Suite 1400  
Schaumburg, IL 60173  
Office 847/706-7600

**Ameritech.**

February 26, 1998

Mr. Allen Rosenburg  
Hayman Realsource Company  
105 W. Madison, Suite 1208  
Chicago, Illinois 60602

RE: Antenna Rooftop location: 105 W. Madison  
Our Site Code: CHI-GK1380

Dear Mr. Rosenburg:

105 WEST MADISON, a Delaware limited liability

Pursuant to that certain License Agreement dated May 1, 1993 by and between Hayman Realsource Company (Licensor) and Chicago SMSA Limited Partnership (Licensee), Paragraph six (6) states that "License shall not make any alterations or additions to the Antenna or the Equipment without the prior written consent of Licensee."

In accordance with the above mentioned terms, this notice is given to advise you that Licensee wishes to replace the existing antenna with a new antenna with different specifications, a specification sheet is enclosed for your review.

All of the other terms within the above mentioned lease will remain in tact.

Please acknowledge your acceptance of this notice by executing this notice and returning it to the attention of Nancy Eder, Ameritech Cellular Services, 1515 Woodfield Road, Suite 1400, Schaumburg, Illinois 60173.

If you have any questions or concerns Nancy can be reached at (847)706-2383.

Acknowledged and accepted:

Hayman Realsource Company

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

105 WEST MADISON L.L.C., a Delaware limited liability company

BY: HELTMAN PROPERTIES LTD., an Illinois corporation, its managing agent

BY: \_\_\_\_\_

TTS: \_\_\_\_\_

*John Kosack  
Properties Mgt*

AMENDMENT TO LICENSE AGREEMENT

DATED APRIL 29, 1993

BY AND BETWEEN

CR MADISON, LLC, A DELAWARE LIMITED LIABILITY COMPANY

AS SUCCESSOR IN INTEREST TO

THE HAYMAN REALSOURCE COMPANY, AS AGENTS FOR THE OWNERS OF 105 W. MADISON,  
CHICAGO [ITW MORTGAGE INVESTMENTS IV, INC., A DELAWARE CORPORATION] ("LICENSOR")  
AND CHICAGO SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS ("LICENSEE")

This Amendment ("Amendment") is made and entered into this 22<sup>nd</sup> day of March, 2002, by and  
between Licensor and Licensee.

RECITALS

WHEREAS, ITW Mortgage Co, through its agent, The Hayman Realsource Company ("ITW"),  
and Licensee entered into a License Agreement dated April 29, 1993, (the "License") attached hereto and  
incorporated herein as Exhibit "A"; and,

WHEREAS, CR Madison, LLC, a Delaware limited liability company, has purchased 105 West  
Madison, Chicago, Illinois (the "Building") from ITW Mortgage Investments IV, Inc., a Delaware  
corporation and has assumed the interest of ITW under the License,

WHEREAS, Licensor and Licensee desire to amend the License to allow Licensee to (a) maintain  
the existing antenna installed on the exterior portion of the second floor of the Building; and (b) to occupy  
additional space on the rooftop in order to install one (1) additional antenna and related equipment, all in  
accordance with the specifications described in Exhibit "B" attached hereto; and

WHEREAS, Licensor and Licensee agree that Rent due under the License shall be increased;  
and

WHEREAS, Licensor and Licensee agree to extend the Term of the License;

NOW THEREFORE, for good and valuable consideration including the mutual covenants and  
agreements hereinafter set forth, Licensor and Licensee agree as follows.

AGREEMENTS

1. Effective as of the date Licensee executes and delivers to Licensor this Amendment (the "Effective Date"), Licensee shall license from Licensor and Licensor shall grant to Licensee the use of rooftop  
space for Licensee to mount an antenna-like device which also includes Easement access for the  
coaxial cable run from Licensee's equipment area to the rooftop (the "Additional Space"), as  
described in Exhibit "B" attached hereto. A depiction of the Additional Space also appears on Exhibit  
"B" attached hereto.

In addition to the rooftop equipment described above, Licensee shall be entitled to maintain the one  
(1) existing antenna located on the exterior portion of the second floor of the Building. No additional  
antennas or any other communications equipment may be maintained and/or installed on or in the  
Building without the prior written approval of Licensor.

2. Effective May 1, 2002, ("New Rent Commencement Date") the total annual rent due Licensor from  
Licensee shall be Twelve Thousand and No/100s Dollars (\$12,000.00), payable in monthly  
installments of One Thousand and No/100s Dollars (\$1,000.00) (the "New Rent").
3. The term of the Amended License Agreement shall be one (1) year commencing May 1, 2002 and  
expiring April 30, 2003. This Agreement shall automatically renew unless one party notifies the other

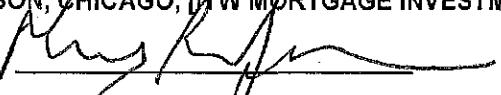
of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term. Each renewal term shall be on the same terms and conditions as set forth in herein except that Rent shall be increased by an amount equal to three percent (3%) of the Rent paid of the last day of the preceding term.

4. Licensee shall reimburse Lessor for all out-of-pocket expenses incurred by Lessor, not to exceed one thousand and No/100s dollars (\$1,000.00), for the review of all drawings detailing the equipment Licensee desires to install and maintain at the Property. Licensee agrees to remit to Lessor payment for the expense within ten (10) business days after receipt of invoice from Lessor.
5. Except as modified herein, the terms and provisions of the License shall remain unmodified and in full force and effect.

IN WITNESS whereof, the parties hereto have caused this Amendment to be executed under their seals as of the date first above written.

LICENSOR

CR MADISON, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS SUCCESSOR IN INTEREST  
TO THE HAYMAN REALSOURCE COMPANY, AS AGENTS FOR THE OWNERS OF 105 W.  
MADISON, CHICAGO, [ITW MORTGAGE INVESTMENTS IV, INC., A DELAWARE CORPORATION]

By: 

Name: MANNY RAFFIDIA

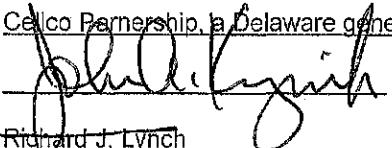
Its: MANAGING PARTNER

Date: 4/5/02

LICENSEE

CHICAGO SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS

By: Celco Partnership, a Delaware general partnership, its sole general partner

By: 

Name: Richard J. Lynch

Its: Executive Vice President and Chief Technical Officer

Date: 03/27/02

**EXHIBIT A**  
**LICENSE AGREEMENT**  
**DATED APRIL 29, 1993 BY AND BETWEEN**  
**THE HAYMAN REALSOURCE COMPANY, AS AGENTS FOR THE OWNERS OF 105 W. MADISON,**  
**CHICAGO [ITW MORTGAGE INVESTMENTS IV, INC., A DELAWARE CORPORATION]**  
**("LICENSOR") AND**  
**CHICAGO SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS ("LICENSEE")**

11/19/93 16:40

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AMERITECH CELLUL

ENGINEERING-180

002

04/16/93 10:23

708 765 3708

CUST&NETWK SRVS

003/012

CHI-GK1380

LICENSE AGREEMENT

This Agreement, made and entered into as of this 29th day of APRIL, 1993, effective the 15<sup>th</sup> day of MAY, 1993 by and between THE HAYMAN REAL SOURCE COMPANY, AS AGENTS FOR THE OWNER OF 105 W. MADISON, CHIC. ("Licensor"), and Chicago SMSA Limited Partnership (the "Licensee").

1. Purpose: Licensor hereby grants to Licensee, and Licensee hereby accepts, a license to (a) install, maintain and operate for the term hereof, the antenna system (the "Antenna") at the location described on Exhibit "A" attached hereto, and (b) install, maintain and operate the radio transmitting and receiving equipment, and equipment relating to cellular telephone communications ("Equipment") at the locations identified in Exhibit "B" attached hereto, in accordance with the following terms, covenants and conditions.

2. Term: The term of this Agreement shall be one (1) year commencing upon the start of installation of the Antenna Facility. This Agreement shall automatically renew unless one party notifies the other of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term. Each renewal term shall be on the same terms and conditions as set forth herein except that Rent shall be increased by an amount equal to three percent (3%) of the Rent paid the preceding term.

Licensee may terminate this Agreement immediately, without payment of any rent not yet due following written notice to Licensor of Licensee's inability to secure, loss of, or failure to satisfy necessary zoning, governmental approvals and/or radio engineering criteria for the use of the Premises as contemplated in this Agreement.

3. Rent: Upon the Commencement Date, Licensee shall pay Licensor, as rent, the annual amount of Two Thousand Four Hundred and 00/100 Dollars (\$2,400.00) to be paid on the anniversary of the commencement date, in advance to the Licensor at Licensor's address specified in Paragraph 12 below.

4. Permits and Licenses: Licensee, at its sole effort and expense, will install, maintain and operate the Antenna and the Equipment in compliance with all laws, ordinances or regulations, federal, state or local, applicable thereto, and secure all licenses or permits which are necessary in connection with this license or the Antenna and Equipment. Licensee will give timely notice of any requirements, whether governmental or otherwise, with which Licensor must comply pertaining to the Antenna or the Equipment, and Licensee will bear any cost attendant to such compliance. Licensee will have the ongoing duty to assure that the operation of the Antenna or the Equipment continues to be legal and that all required permits and licenses are maintained and kept current. Should the necessary governmental or other approvals, licenses or permits not be granted or after granted by withdrawn, canceled or terminated, then this license will immediately terminate, and both parties will be relieved of any further obligation to the other (with the exception of Licensee's obligations under paragraphs 7 and 9).

5. Taxes: Licensor hereby acknowledges that the Antenna and Equipment, irrespective of the fact that the same may be affixed or attached to the premises and otherwise by operation of law would become or could be deemed to become a part of the premises, shall not be nor be deemed to be a part of the premises and shall at all times remain the sole and exclusive personal property of the Licensee. Licensee will pay all personal property, excise or other taxes, assessments and license fees relating to the operation of the Equipment or the Antenna and the income derived from the Antenna.

04/15/93 10:24 708 765 3708

CUST&amp;NETWK SRVS

004/012

CHI-GK1380

6. Installation: The parties anticipate that the installation of the Antenna and the Equipment at the locations agreed upon may require structural alterations and utility connections (the "Installation"). Licensee will install the Antenna and the Equipment in a good and workmanlike manner under the supervision of Lessor and pursuant to plans and specifications approved in advance by Lessor in writing. Licensee shall not make any alterations or additions to the Antenna or the Equipment without the prior written consent of Licensee.

7. Maintenance: Licensee will provide complete maintenance and repair services for the Antenna and the Equipment, pertaining to appearance, cleaning, parts and labor (whether or not the defects are covered by manufacturer's warranties), with the objective of keeping the Antenna and the Equipment in good operating order, condition and repair (the "Maintenance") all of which will be performed under the supervision of Lessor. If Licensee ceases to perform its Maintenance obligations in accordance herewith, Lessor may upon reasonable notice terminate this License, and Licensee shall thereafter remove the Antenna and the Equipment and perform its Removal and Restoration obligations outlined in paragraph 7 hereof, immediately after such event.

8. Removal: Upon the expiration or earlier termination of the License, Licensee shall remove the Antenna and the Equipment and all improvements from the premises (the "Removal") and restore the location to its appearance and condition existing immediately before the installation of the Antenna and the Equipment (the "Restoration"). The Removal and Restoration must be performed under the supervision of Lessor and fully completed within thirty (30) days after termination of the license.

9. Subcontracting and Relationship Between the Parties: Licensee may subcontract all or any part of the Installation, Maintenance, Removal, or Restoration of the Antenna and the Equipment. Should any part of Licensee's responsibilities hereunder be subcontracted, such subcontractor shall be Licensee's sole responsibility and shall comply with all of the terms, covenants and conditions herein as if said subcontractor were included in the term "Licensee". Licensee and its subcontractors shall at all times be independent contractors, and it is not the intent of Licensee or Lessor to create any type of lease, employment, agency, partnership or joint venture relationship.

10. Indemnification and Insurance. The Installation, Maintenance, operation, use, Removal and Restoration of the Antenna and the Equipment shall be at Licensee's sole risk, cost and expense. Licensee hereby indemnifies and agrees to defend and hold Lessor, and the Trust and the beneficiary thereunder, and their respective officers, directors, shareholders, partners, beneficiaries, contractors, employees, agents and affiliates, harmless from any and all losses, claims, damages, suits, liabilities or expenses of any kind or nature including reasonable attorney's fees for the defense thereof ("Claims"), arising directly or indirectly from: (i) Licensee's or its employee's, agent's, customer's or contractor's use of the premises; (ii) the Installation, Maintenance, Removal, Restoration or operation of the Antenna or the Equipment; (iii) any breach or default on the part of Licensee in the performance of any covenant or agreement on the part of Licensee to be performed pursuant to the terms of this Agreement; or (iv) any act or negligence of Licensee, its employees, agents, customers, or contractors, in or about the premises. In addition, Licensee hereby releases Lessor and the Trust and the beneficiary thereunder and their respective officers, directors, shareholders, partners, beneficiaries, contractors, employees, agents and affiliates from and waives all claims for damages of any kind or nature sustained by Licensee or its employees, agents, customers or contractors arising directly or indirectly from the use of or actions on the premises inclusive of the Installation, Maintenance, Removal, Restoration or operation of the Antenna or the Equipment, except when caused by the negligence of Lessor or the Trust and the beneficiary thereunder and their respective officers, directors, shareholders, partners, beneficiaries, contractors, employees, agents and affiliates. The covenants and agreements contained in this paragraph 10 shall survive the termination of this Agreement.

04/18/93 10:26

708 785 3708

CUST&amp;NETWK SRVS

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Licensee shall purchase and maintain such insurance as will protect it from the Claims or losses Lessor may suffer which may arise out of, in connection with, or result from this Agreement. Such insurance shall include: (i) commercial general liability insurance covering property damage and liability for personal injuries, including death, along with contractual liability coverage, with a limit of not less than One Million and 00/100 Dollars (\$1,000,000,000) for each occurrence; and (ii) workmen's compensation insurance, with Illinois statutory limits, covering employer's liability. Such policies shall be secured from an Insurance company with a Best rating or not less than an A10 which company must be licensed to do business in the State of Illinois. Such policies shall include Lessor and Lessor (inclusive of the land trust in which legal title to the premises is held and the beneficiary of said land trust) as additional named insured.

11. Termination:

(a) Notwithstanding any other provision of this Agreement to the contrary, in the event of a fire or other casualty or other loss and, as a result thereof Licensee's Antenna or Equipment is in a state of disrepair or is inoperable, then and in such event Licensee shall either install a new Antenna or Equipment or repair the existing Antenna or Equipment within thirty (30) days of such event, or the license shall immediately terminate.

(b) If Licensee fails in any respect to perform any agreements, covenant or obligation in the license, then and in such event, the Lessor, after the continuance of any such failure or default for thirty (30) days after giving written notice thereof to the Licensee, may terminate this Agreement or may (but this shall not be deemed to impose an obligation on the Lessor so to do) cure such failure or default, on behalf of and at the expense of the Licensee.

(c) If the Licensee's Agreement is terminated for any reason whatsoever, or if Licensee ceases to operate the Antenna, or if the operation of the Antenna at the location is determined in a judicial or administrative proceeding to be in violation of any law, rule or regulation, then and in such event, the license shall be terminated upon reasonable advance notice to the Licensee.

(d) By Licensee if the Premises are or become unacceptable under Licensee's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong.

12. Notice: Notice hereunder shall be in writing and effected either by personal delivery or by depositing the same in an official U.S. mail receptacle as certified mail, return receipt requested, postage paid, addressed, if to Lessor, ATTN: R. L. M. 105 W. MADISON, 10th Fl., and if to Licensee, to Chicago SMSA Limited Partnership, c/o Ameritech Mobile Communications, Inc., Ameritech Center Building, 2000 West Ameritech Center Drive, Hoffman Estates, Illinois 60195-5000 (Attn: Vice-president-General Counsel and Manager, Real Estate & Zoning, Location Code 3729A), or such other address as either party may from time to time designate. Any notice given under this Agreement shall be in writing and deemed received when personally delivered or if mailed, three (3) days after placing same in an office U.S. mail receptacle.

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13. Waiver: The rights and remedies of the parties hereunder and those provided by law shall be construed as cumulative and no one of them is exclusive of any other right or remedy hereunder or allowed by law, and shall be continuing rights, none of which shall be exhausted by being exercised on one or more occasions. A waiver by either party of any default, breach or failure of the other shall not be construed as a continuing waiver, or as a waiver of any subsequent or different default, breach or failure. In case of a breach by either party of any covenant, agreement or undertaking, the other party

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may accept from the party in breach any payment or payments hereunder without waiving any rights provided for herein with respect to any such breach.

14. Assignment: Licensee may not assign or transfer this License without the prior written consent of the Lessor. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person.

15. Liability of Lessor: The Lessor or any successor in interest shall not be subject to recourse or personal liability in respect to any of the terms, covenants or conditions of this license. The License shall look solely to the equity of Lessor or any successor in interest in the building and the rents, issues, and profits derived therefrom for the satisfaction of the remedies of Licensee hereunder. It is mutually agreed that this clause is and shall be considered an integral part of this License. Such exculpation of personal liability is absolute and without any exception whatsoever.

16. Liens: Licensee covenants not to suffer or permit any lien of mechanics or materialmen or others to be placed against the building in connection with the Antenna or the Equipment. In case of any lien so attaching, Licensee shall immediately cause it to be released and removed of record or shall secure a bond sufficient to cause Chicago Title Insurance Company to endorse over such lien.

17. Miscellaneous:

(a) This Agreement constitutes the entire understanding of the parties and supersedes any prior written or oral negotiations or understandings.

(b) It is the intention of the parties hereto that this License shall be construed and enforced in accordance with the laws of the State of Illinois.

(c) If any provision of this License is held invalid or unenforceable, the remainder of this License shall not be affected thereby, and each other provision of this License shall be valid and enforceable to the fullest extent permitted by law.

(d) Access - Licensee and Licensee's authorized agents, employees, contractors and representatives shall have twenty-four (24) hour access to Licensee's space for the purpose of performing necessary repair and maintenance functions. During such access, Licensee shall cooperate with Lessor's security practices.

(e) Interference - Lessor, its invitees, or agents shall make every attempt not to interfere in Licensee's transmission. In the event any such interference occurs, Licensee has the right to terminate this Agreement immediately without penalty.

(f) Utilities - Lessor will provide for Licensee's use, at Lessor's expense, AC wiring to a dedicated circuit breaker and Lessor will pay all ongoing utility costs associated with power to that circuit breaker.

(g) Title - Lessor warrants that it owns good and marketable title to the Premises and that it has full right, power, and authority to execute this Agreement; Lessor further warrants that Licensee shall have the quiet enjoyment of the Premises during the term of this Agreement or any renewal thereof.

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DATED as of the date first set forth above.

LICENSOR

HANMAN REALTY INC  
COMPANY, AS AGENTS  
FOR THE OWNER OF  
105 W. MADISON, CHICAGO,  
IL 60602

By:

Name: Dennis L. Myers, Agent  
Title: Reg. Mgr.  
F.E.I.N. #: 36-3030910

LICENSEE

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

By: Dennis L. Myers  
Dennis L. Myers  
Vice President

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**POPOWYCH ASSOCIATES, LTD.**

ARCHITECTS  
ENGINEERS  
PLANNERS

8819 WEST BRYN MAWR  
CHICAGO, ILLINOIS 60631  
312.693.5200 FAX 312.693.3241

**ELECTRICAL CONSUMPTION BY MICROCELL EQUIPMENT (LMT)**

**110 V  $\times$  1.5 AMPS = 165 WATTS PER HOUR**

**165 WATTS  $\times$  24 HOURS = 3960 WATTS PER DAY = 3.96 KILOWATTS**

**\$ .04493 PER KILOWATT IS COMMONWEALTH EDISON RATE FOR OFFICE  
BUILDINGS IN THE DOWNTOWN CHICAGO AREA (COMMERCIAL RATE).**

**3.96 KILOWATTS  $\times$  \$ .04493 = \$.178 PER DAY  
\$.178  $\times$  31 DAYS = \$5.52 PER MONTH PLUS TAX**

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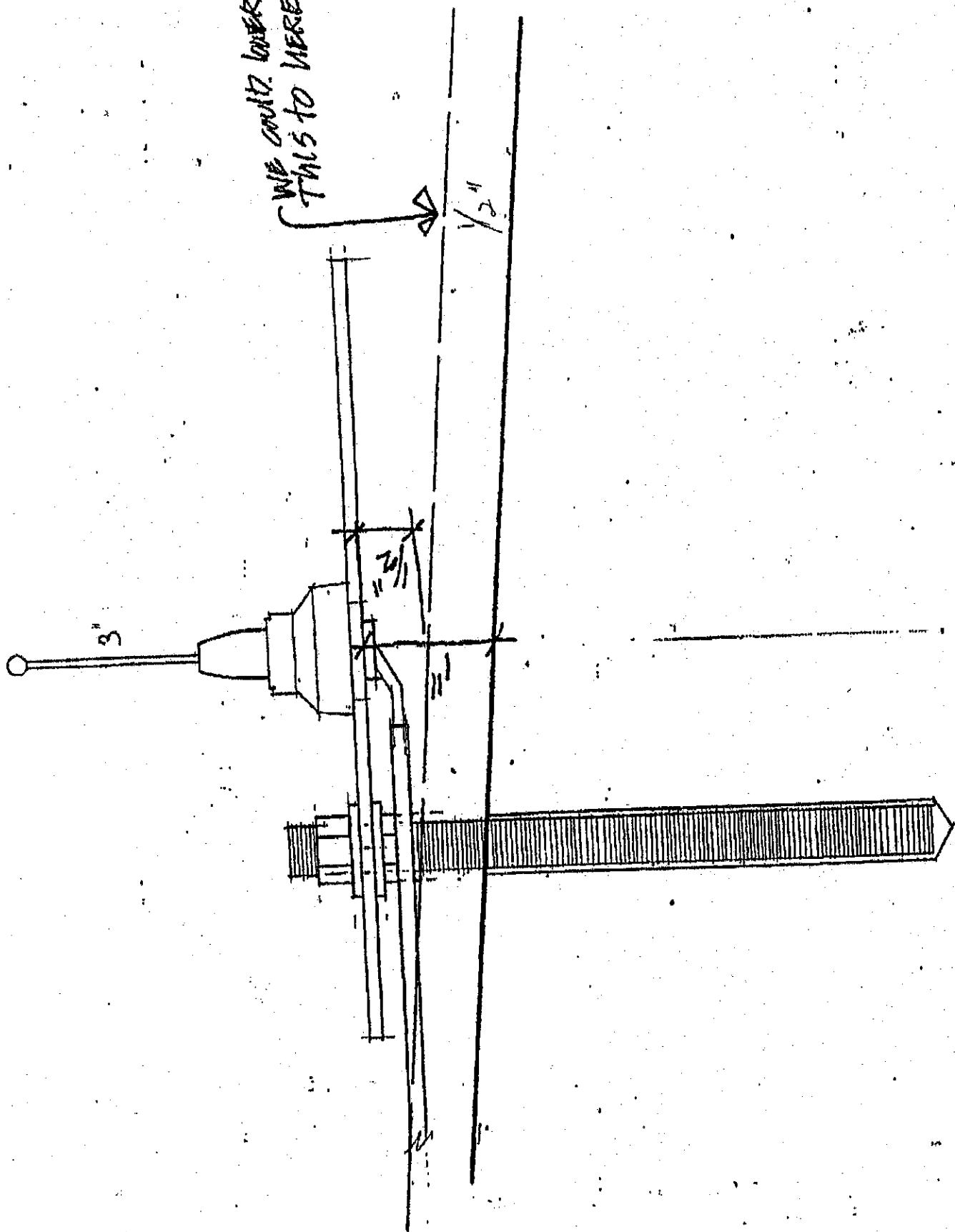
EXHIBIT A  
DESCRIPTION OF THE PREMISES AND ANTENNA FACILITIES

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POPOWYCH ASSOCIATES INC 800 3rd

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THIS TO HERE

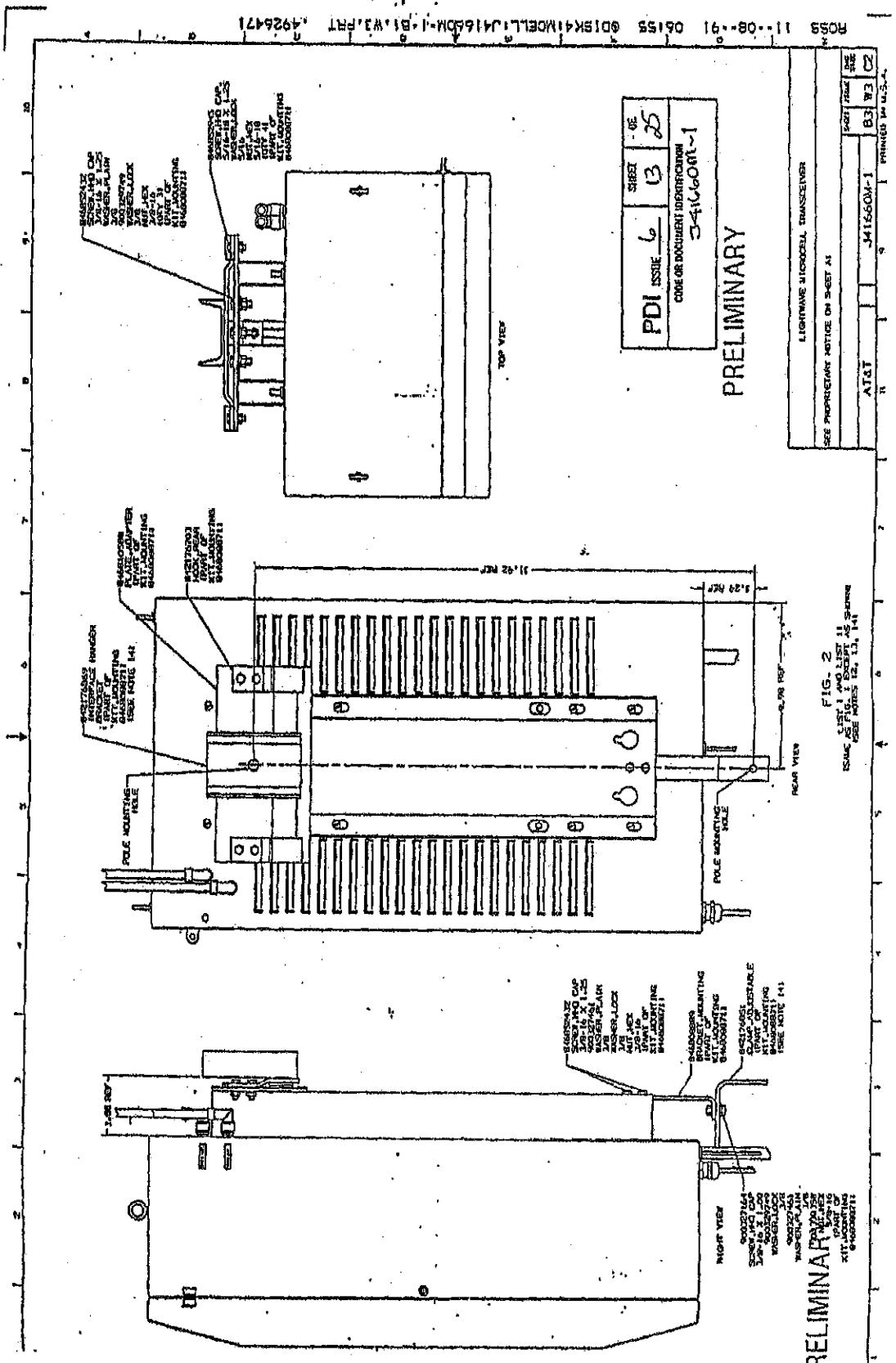


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PRELIMINARY

FRONT VIEW

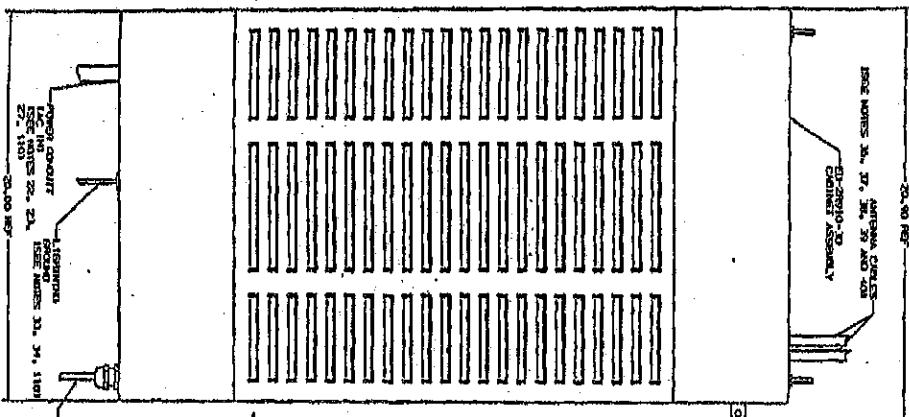
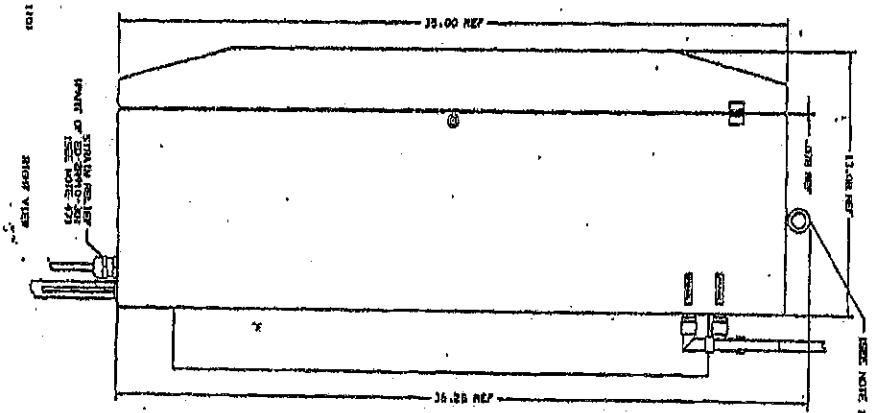


FIG. 1  
LAST 1

RIGHT VIEW



LISPARTE MICROCELL TRANSFER KIT			
SPECIFIC NOTICE ON SHEET 4A			
ATT&T	J41660M-1	POST	REF
		B1	W3
		C2	

PRELIMINARY

PDI ISSUE 6	
SHEET	4
REF	25
EXPIRE NOVEMBER 1988	
J. H. Gladden - 1	

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**EXHIBIT B**

**DESCRIPTION OF MODIFICATION AND  
DEPICTION OF ADDITIONAL SPACE**

Refer to Revised Drawings issued on March 18, 2002 by Madden & McMillan Architects; sheet numbers A1, A2 and A3.

## **SECOND AMENDMENT TO LICENSE AGREEMENT**

**THIS SECOND AMENDMENT TO LICENSE AGREEMENT** (the "Amendment") is made this 21<sup>ST</sup> day of JANUARY, 200<sup>2</sup>, between CR Madison LLC, a Delaware limited liability company ("Licensor"), and Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Basking Ridge, NJ 07920 ("Licensee").

**WHEREAS**, there is now in full force and effect between the parties a License Agreement with an effective Date of April 29, 1993 as amended by Licensor and Licensee in that certain Amendment to License Agreement dated March 22, 2002 (collectively the "License"), that provides for the installation and operation of Licensee's communications equipment on the exterior portion of the second floor of Licensor's building and on a portion of the rooftop of Licensor's building (the "Building") located at 105 W. Madison, Chicago, Illinois within the Premises (as defined in the License); and

**WHEREAS**, Licensor has agreed to allow Licensee to install the following additional improvements within the Premises, one (1) antenna, one (1) line of 7/8" coax, one (1) backup battery cabinet and one (1) RRH; and

**WHEREAS**, Licensee is not currently in default under the terms of the License and Licensor has fulfilled all obligations under the License up to the date of this Second Amendment;

**WHEREAS**, Licensor has agreed to the installation of the additional improvements by Licensee and Licensor and Licensee agree to increase monthly rent as a result of the installation of the additional equipment and to extend the term of the License; and

**WHEREAS**, it is now the intention of Licensor and Licensee to enter into an agreement amending the License.

**NOW THEREFORE**, for good and valuable consideration including the mutual covenants and agreements hereinafter set forth, License and Licensee agree as follows:

1. **Installation of Antenna and Other Improvements:** Licensor agrees to provide space ("Additional Equipment Space") for Licensee to install and maintain the following additional improvements on the Premises: one (1) antenna, one (1) line of 7/8" coax, one (1) backup battery cabinet and one (1) RRH, transmission lines, equipment cabinets and other related equipment. The new antenna is depicted on Exhibit A-1 (Site Sketch), attached hereto and incorporated herein. Licensor agrees to provide Licensee with connection rights to the new and existing equipment. Connection rights consist of the right of Licensee to install and maintain utility lines between the equipment room and public utility connections to the Building and the right of Licensee to install and maintain transmission lines between the equipment room and the equipment cabinets and each antenna and between antennas. The Additional Equipment Space shall be incorporated into the definition of Premises.

2. **Rent Increase:** Monthly rent shall be increased by Seven Hundred Fifty Dollars (\$750.00) ("Rent Increase") beginning with the first day of the month following the commencement of the installation of the new equipment within the Additional Equipment Space ("Additional Rent Commencement Date"). Effective on the Additional Rent Commencement

Date, the total annual rent due Lessor from Licensee shall be Twenty Five Thousand Six Hundred Seventy Four Dollars and Seventy Two Cents (\$25,674.72), payable in monthly installments of Two Thousand One Hundred Thirty Nine Dollars and Fifty Six Cents (\$2,139.56), the ("New Rent"). Lessor and Licensee acknowledge and agree that the first payment of the New Rent shall commence on the first day of the month following the date Licensee commences installation of the improvements; provided, however Lessor and Licensee acknowledge and agree that the first payment of the New Rent shall not actually be sent by Licensee until thirty (30) days after the full execution of a written acknowledgement confirming the Additional Rent Commencement Date. Upon Licensee commencing the installation of the improvements, Lessor and Licensee shall execute a written acknowledgement confirming the Additional Rent Commencement Date.

3. **Extension of Term:** Lessor and Licensee agree that there shall be a Revised Commencement Date and Revised Term of the License. The Revised Commencement Date shall be defined as the first day of the month following the date Licensee commences installation of the improvements. Upon the Revised Commencement Date, the Revised Term shall begin. The Revised Term shall be a five (5) year term. Thereafter, the License shall automatically extend for four (4) additional five (5) year terms ("Renewal Terms") unless Licensee terminates the License by giving Lessor written notice of the intent to terminate at least three (3) months prior to the end of the then current term. Annual Rent shall be increased by fifteen percent (15%) of the Rent for the immediately preceding term on the first day of each Renewal Term.

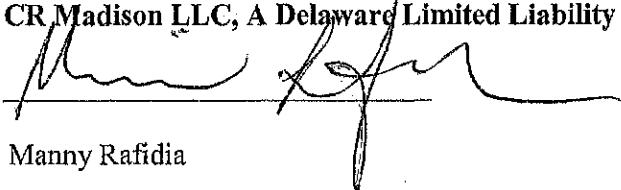
4. **No Other Modifications:** Any term or provision in the License inconsistent with the above is hereby revised accordingly. All other terms and conditions of the License shall remain unmodified and shall remain in full force and effect.

*Signatures Follow On Next Page*

IN WITNESS WHEREOF, the parties hereto have executed in duplicate this Amendment as of the day and year first above written.

**LICENSOR:**

CR Madison LLC, A Delaware Limited Liability Company

By: 

Name: Manny Rafidia

Its: Managing Member

Date: 1-21-10

WITNESS: Theresa Slovick

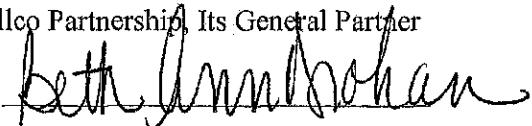
Name: Theresa Slovick

Date: 1-21-10

**LICENSEE:**

Chicago SMSA Limited Partnership, an Illinois limited partnership,  
d/b/a Verizon Wireless

By: Celco Partnership, Its General Partner

By: 

Name: Beth Ann Drohan

Its: Area Vice President Network

Date: 12/14/09

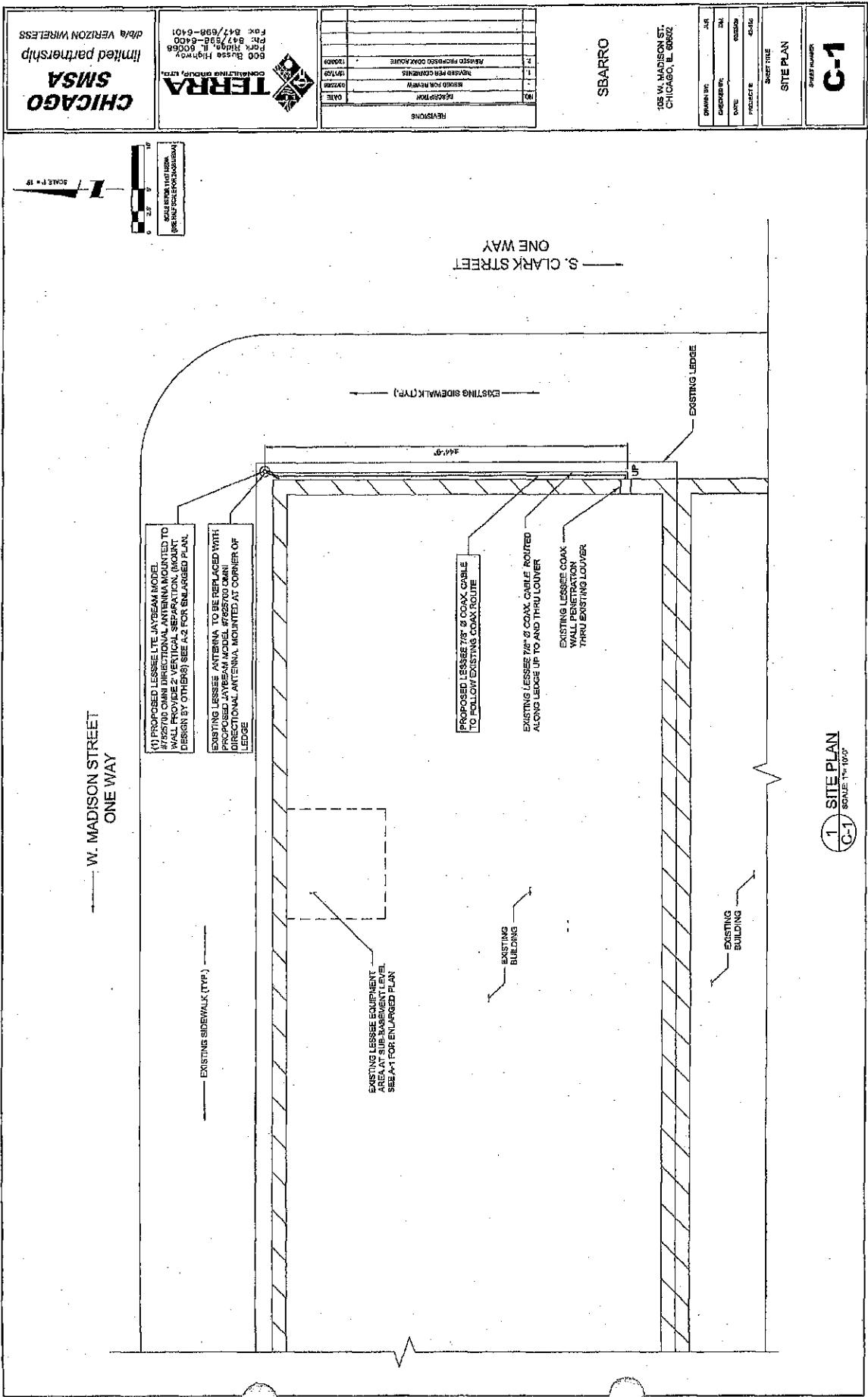
WITNESS: Ann Goldstein

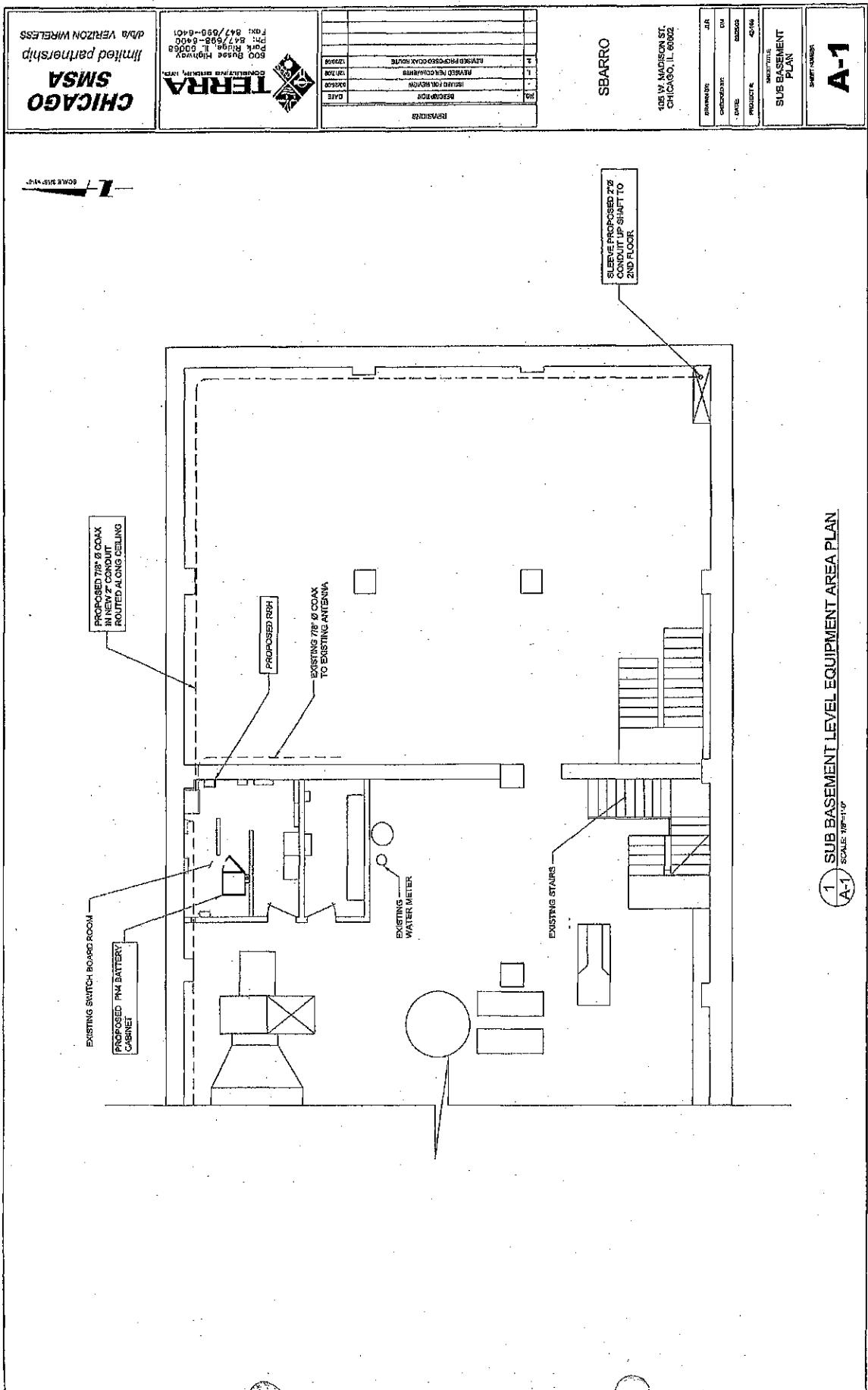
Name: Ann Goldstein

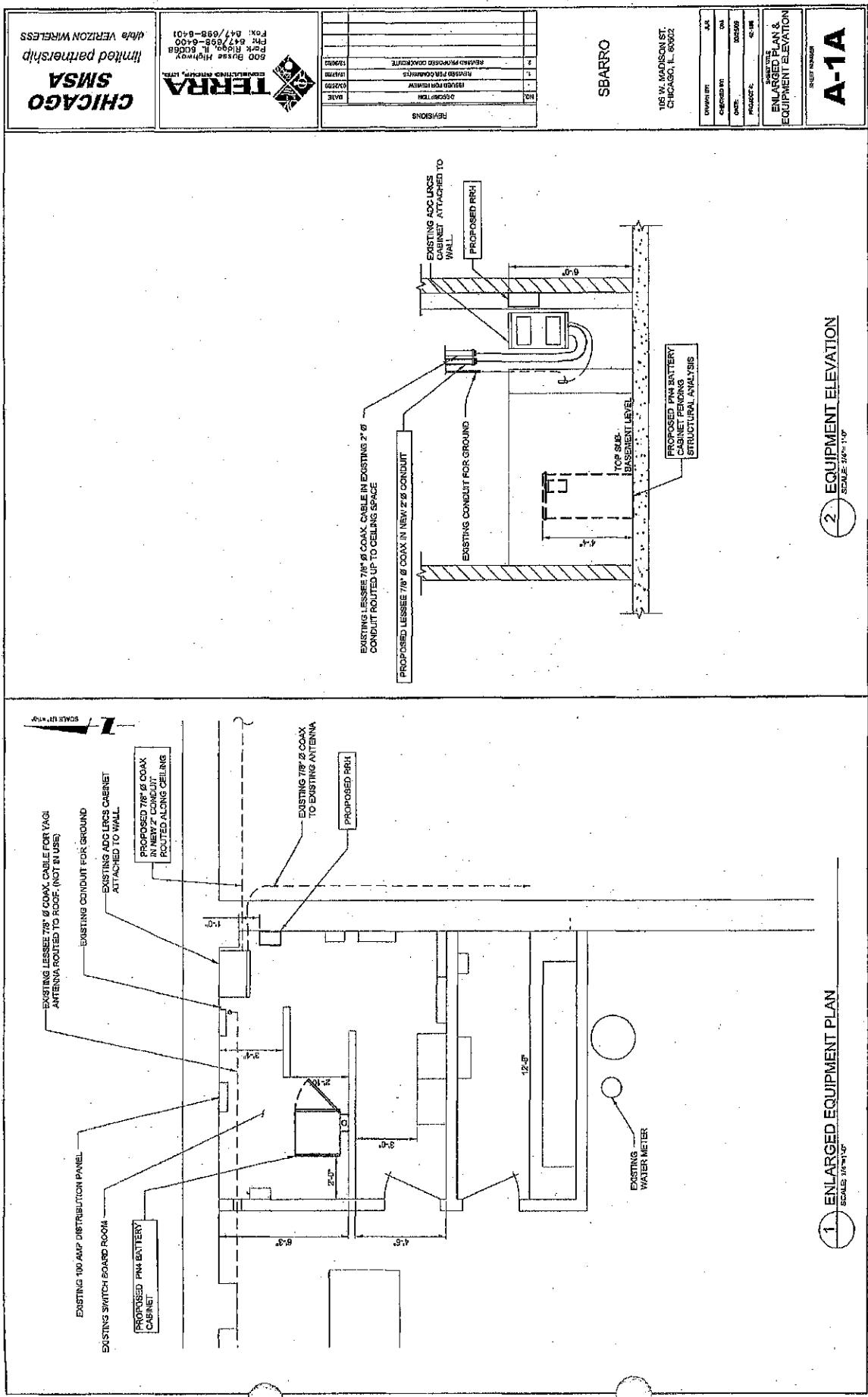
Date: 12/14/09

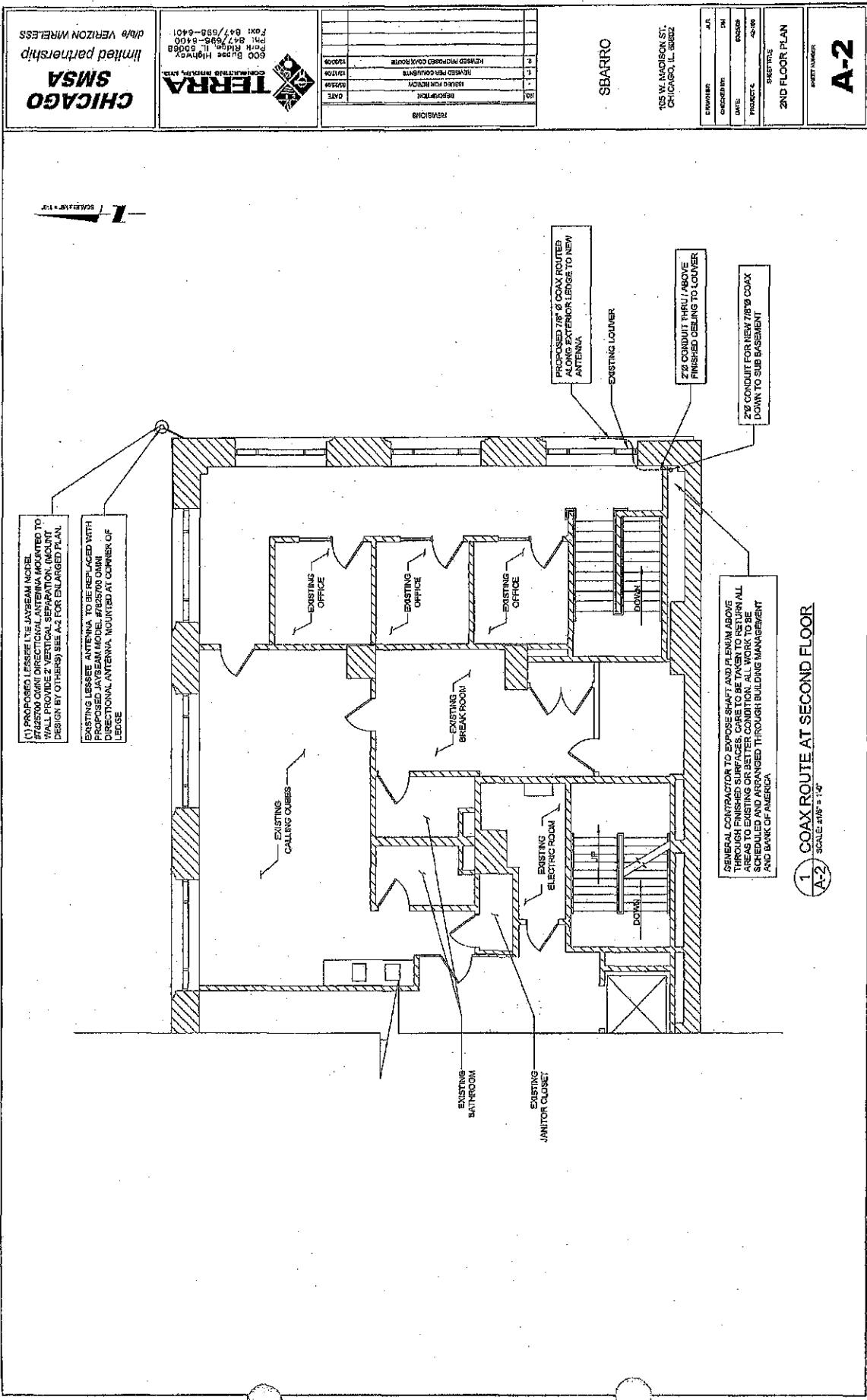
Exhibit A-1

Site Sketch









CHICAGO		SMA	
VERIZON WIRELESS MILITED PARTNERSHIP			
TERRA COMMUNICATIONS, INC.			
800 Business Highway PO Box 571356 • Elgin, IL 60156-0056			
REVERSE POLARIZED OMNI ANTENNA			
REV. 10/10/00			
DATE: 10/10/00			
REVISIONS			
105 W. MADISON ST. CHICAGO, IL 60602			
DRAWING NO. A-3			
CHECKED BY: JLP			
DATE: 10/10/00			
APPROVED BY: DM			
DATE: 10/10/00			
PICK-UP: 42-168			
SHEET NUMBER: 1			
ANTENNA PLAN & ELEVATION			
SHEET NUMBER: A-3			

AMENDMENT TO LICENSE AGREEMENT

DATED APRIL 29, 1993

BY AND BETWEEN

CR MADISON, LLC, A DELAWARE LIMITED LIABILITY COMPANY  
AS SUCCESSOR IN INTEREST TO

THE HAYMAN REALSOURCE COMPANY, AS AGENTS FOR THE OWNERS OF 105 W. MADISON,  
CHICAGO [ITW MORTGAGE INVESTMENTS IV, INC., A DELAWARE CORPORATION] ("LICENSOR")  
AND CHICAGO SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS ("LICENSEE")

This Amendment ("Amendment") is made and entered into this 22<sup>nd</sup> day of March, 2002, by and between Licensor and Licensee.

RECITALS

WHEREAS, ITW Mortgage Co, through its agent, The Hayman Realsource Company ("ITW"), and Licensee entered into a License Agreement dated April 29, 1993, (the "License") attached hereto and incorporated herein as Exhibit "A"; and,

WHEREAS, CR Madison, LLC, a Delaware limited liability company, has purchased 105 West Madison, Chicago, Illinois (the "Building") from ITW Mortgage Investments IV, Inc., a Delaware corporation and has assumed the interest of ITW under the License,

WHEREAS, Licensor and Licensee desire to amend the License to allow Licensee to (a) maintain the existing antenna installed on the exterior portion of the second floor of the Building; and (b) to occupy additional space on the rooftop in order to install one (1) additional antenna and related equipment, all in accordance with the specifications described in Exhibit "B" attached hereto; and

WHEREAS, Licensor and Licensee agree that Rent due under the License shall be increased; and

WHEREAS, Licensor and Licensee agree to extend the Term of the License;

NOW THEREFORE, for good and valuable consideration including the mutual covenants and agreements hereinafter set forth, Licensor and Licensee agree as follows.

AGREEMENTS

1. Effective as of the date Licensee executes and delivers to Licensor this Amendment (the "Effective Date"), Licensee shall license from Licensor and Licensor shall grant to Licensee the use of rooftop space for Licensee to mount an antenna-like device which also includes Easement access for the coaxial cable run from Licensee's equipment area to the rooftop (the "Additional Space"), as described in Exhibit "B" attached hereto. A depiction of the Additional Space also appears on Exhibit "B" attached hereto.

In addition to the rooftop equipment described above, Licensee shall be entitled to maintain the one (1) existing antenna located on the exterior portion of the second floor of the Building. No additional antennas or any other communications equipment may be maintained and/or installed on or in the Building without the prior written approval of Licensor.

2. Effective May 1, 2002, ("New Rent Commencement Date") the total annual rent due Licensor from Licensee shall be Twelve Thousand and No/100s Dollars (\$12,000.00), payable in monthly installments of One Thousand and No/100s Dollars (\$1,000.00) (the "New Rent").
3. The term of the Amended License Agreement shall be one (1) year commencing May 1, 2002 and expiring April 30, 2003. This Agreement shall automatically renew unless one party notifies the other

of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term. Each renewal term shall be on the same terms and conditions as set forth in herein except that Rent shall be increased by an amount equal to three percent (3%) of the Rent paid of the last day of the preceding term.

4. Licensee shall reimburse Lessor for all out-of-pocket expenses incurred by Lessor, not to exceed one thousand and No/100s dollars (\$1,000.00), for the review of all drawings detailing the equipment Licensee desires to install and maintain at the Property. Licensee agrees to remit to Lessor payment for the expense within ten (10) business days after receipt of invoice from Lessor.
5. Except as modified herein, the terms and provisions of the License shall remain unmodified and in full force and effect.

IN WITNESS whereof, the parties hereto have caused this Amendment to be executed under their seals as of the date first above written.

**LICENSOR**

**CR MADISON, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS SUCCESSOR IN INTEREST  
TO THE HAYMAN REALSOURCE COMPANY, AS AGENTS FOR THE OWNERS OF 105 W.  
MADISON, CHICAGO, [ITW MORTGAGE INVESTMENTS IV, INC., A DELAWARE CORPORATION]**

By: Mary L. Farnsworth  
Name: Mary L. Farnsworth  
Its: Mary L. Farnsworth  
Date: 4/15/02

**LICENSEE**

**CHICAGO SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS**

By: Celco Partnership, a Delaware general partnership, its sole general partner  
By: John A. Lynch  
Name: Richard J. Lynch  
Its: Acting ALOA Network VP - Midwest  
Date: 03/27/02

**EXHIBIT A**  
**LICENSE AGREEMENT**  
**DATED APRIL 29, 1993 BY AND BETWEEN**  
**THE HAYMAN REALSOURCE COMPANY, AS AGENTS FOR THE OWNERS OF 105 W. MADISON,**  
**CHICAGO [ITW MORTGAGE INVESTMENTS IV, INC., A DELAWARE CORPORATION]**  
**("LICENSOR") AND**  
**CHICAGO SMSA LIMITED PARTNERSHIP, D/B/A VERIZON WIRELESS ("LICENSEE")**

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### LICENSE AGREEMENT

This Agreement, made and entered into as of this 29<sup>th</sup> day of APRIL, 1993, effective the 1<sup>st</sup> day of MAY, 1993 by and between THE HAYMAN REALSQUARE COMPANY, AS AGENTS FOR THE OWNER OF 105 W. MADISON, CHICAGO ("Licensor"), and Chicago SMSA Limited Partnership (the "Licensee").

**1. Purpose:** Licensor hereby grants to Licensee, and Licensee hereby accepts, a license to (a) install, maintain and operate for the term hereof, the antenna system (the "Antenna") at the location described on Exhibit "A" attached hereto, and (b) install, maintain and operate the radio transmitting and receiving equipment, and equipment relating to cellular telephone communications ("Equipment") at the locations identified in Exhibit "B" attached hereto, in accordance with the following terms, covenants and conditions.

**2. Term:** The term of this Agreement shall be one (1) year commencing upon the start of installation of the Antenna Facility. This Agreement shall automatically renew unless one party notifies the other of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term. Each renewal term shall be on the same terms and conditions as set forth herein except that Rent shall be increased by an amount equal to three percent (3%) of the Rent paid the preceding term.

Licensee may terminate this Agreement immediately, without payment of any rent not yet due following written notice to Licensor of Licensee's inability to secure, loss of, or failure to satisfy necessary zoning, governmental approvals and/or radio engineering criteria for the use of the Premises as contemplated in this Agreement.

**3. Rent:** Upon the Commencement Date, Licensee shall pay Licensor, as rent, the annual amount of Two Thousand Four Hundred and 00/100 Dollars (\$2,400.00) to be paid on the anniversary of the commencement date, in advance to the Licensor at Licensor's address specified in Paragraph 12 below.

**4. Permits and Licenses:** Licensee, at its sole effort and expense, will install, maintain and operate the Antenna and the Equipment in compliance with all laws, ordinances or regulations, federal, state or local, applicable thereto, and secure all licenses or permits which are necessary in connection with this license or the Antenna and Equipment. Licensee will give Licensor timely notice of any requirements, whether governmental or otherwise, with which Licensor must comply pertaining to the Antenna or the Equipment, and Licensee will bear any cost attendant to such compliance. Licensee will have the ongoing duty to assure that the operation of the Antenna or the Equipment continues to be legal and that all required permits and licenses are maintained and kept current. Should the necessary governmental or other approvals, licenses or permits not be granted or after granted by withdrawn, canceled or terminated, then this license will immediately terminate, and both parties will be relieved of any further obligation to the other (with the exception of Licensee's obligations under paragraphs 7 and 9).

**5. Taxes:** Licensor hereby acknowledges that the Antenna and Equipment, irrespective of the fact that the same may be affixed or attached to the premises and otherwise by operation of law would become or could be deemed to become a part of the premises, shall not be nor be deemed to be a part of the premises and shall at all times remain the sole and exclusive personal property of the Licensee. Licensee will pay all personal property, excise or other taxes, assessments and license fees relating to the operation of the Equipment or the Antenna and the income derived from the Antenna.

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6. **Installation:** The parties anticipate that the installation of the Antenna and the Equipment at the locations agreed upon may require structural alterations and utility connections (the "Installation"). Licensee will install the Antenna and the Equipment in a good and workmanlike manner under the supervision of Lessor and pursuant to plans and specifications approved in advance by Lessor in writing. Licensee shall not make any alterations or additions to the Antenna or the Equipment without the prior written consent of Lessor.

7. **Maintenance:** Licensee will provide complete maintenance and repair services for the Antenna and the Equipment, pertaining to appearance, cleaning, parts and labor (whether or not the defects are covered by manufacturer's warranties), with the objective of keeping the Antenna and the Equipment in good operating order, condition and repair (the "Maintenance") all of which will be performed under the supervision of Lessor. If Licensee ceases to perform its Maintenance obligations in accordance herewith, Lessor may upon reasonable notice terminate this License, and Licensee shall thereafter remove the Antenna and the Equipment and perform its Removal and Restoration obligations outlined in paragraph 7 hereof, immediately after such event.

8. **Removal:** Upon the expiration or earlier termination of the License, Licensee shall remove the Antenna and the Equipment and all improvements from the premises (the "Removal") and restore the location to its appearance and condition existing immediately before the installation of the Antenna and the Equipment (the "Restoration"). The Removal and Restoration must be performed under the supervision of Lessor and fully completed within thirty (30) days after termination of the license.

9. **Subcontracting and Relationship Between the Parties:** Licensee may subcontract all or any part of the Installation, Maintenance, Removal, or Restoration of the Antenna and the Equipment. Should any part of Licensee's responsibilities hereunder be subcontracted, such subcontractor shall be Licensee's sole responsibility and shall comply with all of the terms, covenants and conditions herein as if said subcontractor were included in the term "Licensee". Licensee and its subcontractors shall at all times be independent contractors, and it is not the intent of Licensee or Lessor to create any type of lease, employment, agency, partnership or joint venture relationship.

10. **Indemnification and Insurance:** The Installation, Maintenance, operation, use, Removal and Restoration of the Antenna and the Equipment shall be at Licensee's sole risk, cost and expense. Licensee hereby indemnifies and agrees to defend and hold Lessor, and the Trust and the beneficiary thereunder, and their respective officers, directors, shareholders, partners, beneficiaries, contractors, employees, agents and affiliates, harmless from any and all losses, claims, damages, suits, liabilities or expenses of any kind or nature including reasonable attorney's fees for the defense thereof ("Claims"), arising directly or indirectly from: (i) Licensee's or its employee's, agent's, customer's or contractor's use of the premises; (ii) the Installation, Maintenance, Removal, Restoration or operation of the Antenna or the Equipment; (iii) any breach or default on the part of Licensee in the performance of any covenant or agreement on the part of Licensee to be performed pursuant to the terms of this Agreement; or (iv) any act or negligence of Licensee, its employees, agents, customers, or contractors, in or about the premises. In addition, Licensee hereby releases Lessor and the Trust and the beneficiary thereunder and their respective officers, directors, shareholders, partners, beneficiaries, contractors, employees, agents and affiliates from and waives all claims for damages of any kind or nature sustained by Licensee or its employees, agents, customers or contractors arising directly or indirectly from the use of or actions on the premises inclusive of the Installation, Maintenance, Removal, Restoration or operation of the Antenna or the Equipment, except when caused by the negligence of Lessor or the Trust and the beneficiary thereunder and their respective officers, directors, shareholders, partners, beneficiaries, contractors, employees, agents and affiliates. The covenants and agreements contained in this paragraph 10 shall survive the termination of this Agreement.

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Licensee shall purchase and maintain such insurance as will protect it from the Claims or losses Licensor may suffer which may arise out of, in connection with, or result from this Agreement. Such insurance shall include: (i) commercial general liability insurance covering property damage and liability for personal injuries, including death, along with contractual liability coverage, with a limit of not less than One Million and 00/100 Dollars (\$1,000,000,000) for each occurrence; and (ii) workmans compensation insurance, with Illinois statutory limits, covering employer's liability. Such policies shall be secured from an Insurance company with a Best rating or not less than an A10 which company must be licensed to do business in the State of Illinois. Such policies shall include Licensor and Licensee (inclusive of the land trust in which legal title to the premises is held and the beneficiary of said land trust) as additional named insured.

**11. Termination:**

(a) Notwithstanding any other provision of this Agreement to the contrary, in the event of a fire or other casualty or other loss and, as a result thereof Licensee's Antenna or Equipment is in a state of disrepair or is inoperable, then and in such event Licensee shall either install a new Antenna or Equipment or repair the existing Antenna or Equipment within thirty (30) days of such event, or the license shall immediately terminate.

(b) If Licensee fails in any respect to perform any agreements, covenant or obligation in the license, then and in such event, the Licensor, after the continuance of any such failure or default for thirty (30) days after giving written notice thereof to the Licensee, may terminate this Agreement or may (but this shall not be deemed to impose an obligation on the Licensor so to do) cure such failure or default, on behalf of and at the expense of the Licensee.

(c) If the Licensee's Agreement is terminated for any reason whatsoever, or if Licensee ceases to operate the Antenna, or if the operation of the Antenna at the location is determined in a judicial or administrative proceeding to be in violation of any law, rule or regulation, then and in such event, the license shall be terminated upon reasonable advance notice to the Licensee.

(d) By Licensee if the Premises are or become unacceptable under Licensee's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong.

**12. Notice:** Notice hereunder shall be in writing and effected either by personal delivery or by depositing the same in an official U.S. mail receptacle as certified mail, return receipt requested, postage paid, addressed, if to Licensor, ATTN: BLOD, MSA, 105 W. MADISON, 104-41, and if to Licensee, to Chicago SMSA Limited Partnership, c/o Ameritech Mobile Communications, Inc., Ameritech Center Building, 2000 West Ameritech Center Drive, Hoffman Estates, Illinois 60195-5000 (Attn: Vice-president-General Counsel and Manager, Real Estate & Zoning, Location Code 3729A), or such other address as either party may from time to time designate. Any notice given under this Agreement shall be in writing and deemed received when personally delivered or if mailed, three (3) days after placing same in an office U.S. mail receptacle.

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**13. Waiver:** The rights and remedies of the parties hereunder and those provided by law shall be construed as cumulative and no one of them is exclusive of any other right or remedy hereunder or allowed by law, and shall be continuing rights, none of which shall be exhausted by being exercised on one or more occasions. A waiver by either party of any default, breach or failure of the other shall not be construed as a continuing waiver, or as a waiver of any subsequent or different default, breach or failure. In case of a breach by either party of any covenant, agreement or undertaking, the other party

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may accept from the party in breach any payment or payments hereunder without waiving any rights provided for herein with respect to any such breach.

14. Assignment: Licensee may not assign or transfer this License without the prior written consent of the Lessor. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person.

15. Liability of Lessor: The Lessor or any successor in interest shall not be subject to recourse or personal liability in respect to any of the terms, covenants or conditions of this license. The License shall look solely to the equity of Lessor or any successor in interest in the building and the rents, issues, and profits derived therefrom for the satisfaction of the remedies of Licensee hereunder. It is mutually agreed that this clause is and shall be considered an integral part of this License. Such exculpation of personal liability is absolute and without any exception whatsoever.

16. Lien: Licensee covenants not to suffer or permit any lien of mechanics or materialmen or others to be placed against the building in connection with the Antenna or the Equipment. In case of any lien so attaching, Licensee shall immediately cause it to be released and removed of record or shall secure a bond sufficient to cause Chicago Title Insurance Company to endorse over such lien.

17. Miscellaneous:

(a) This Agreement constitutes the entire understanding of the parties and supersedes any prior written or oral negotiations or understandings.

(b) It is the intention of the parties hereto that this License shall be construed and enforced in accordance with the laws of the State of Illinois.

(c) If any provision of this License is held invalid or unenforceable, the remainder of this License shall not be affected thereby, and each other provision of this License shall be valid and enforceable to the fullest extent permitted by law.

(d) Access - Licensee and Licensee's authorized agents, employees, contractors and representatives shall have twenty-four (24) hour access to Licensee's space for the purpose of performing necessary repair and maintenance functions. During such access, Licensee shall cooperate with Lessor's security practices.

(e) Interference - Lessor, its invitees, or agents shall make every attempt not to interfere in Licensee's transmission. In the event any such interference occurs, Licensee has the right to terminate this Agreement immediately without penalty.

(f) Utilities - Lessor will provide for Licensee's use, at Lessor's expense, AC wiring to a dedicated circuit breaker and Lessor will pay all ongoing utility costs associated with power to that circuit breaker.

(g) Title - Lessor warrants that it owns good and marketable title to the Premises and that it has full right, power, and authority to execute this Agreement; Lessor further warrants that Licensee shall have the quiet enjoyment of the Premises during the term of this Agreement or any renewal thereof.

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DATED as of the date first set forth above.

LICENSOR

HAYMAN REALTY CO., INC.  
COMPANY, INC. AGENTS  
FOR THE OWNER OF  
LOT 41, MADISON, CHICAGO,  
IL 60602

By:

Name: Dennis L. Myers, Agent  
Title: Vice President  
F.E.I.N. #: 36-2020910

LICENSEE

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

By:

Dennis L. Myers

Dennis L. Myers

Vice President

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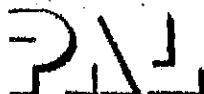
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**POPOWYCH ASSOCIATES, LTD.**

ARCHITECTS  
ENGINEERS  
PLANNERS

8610 WEST BRYN MAWR  
CHICAGO, ILLINOIS 60631  
312.683.5200 FAX 312.683.3241

**ELECTRICAL CONSUMPTION BY MICROCELL EQUIPMENT (LMT)**

**110 V  $\times$  1.5 AMPS = 165 WATTS PER HOUR**

**165 WATTS  $\times$  24 HOURS = 3960 WATTS PER DAY = 3.96 KILOWATTS**

**\$ .04493 PER KILOWATT IS COMMONWEALTH EDISON RATE FOR OFFICE  
BUILDINGS IN THE DOWNTOWN CHICAGO AREA (COMMERCIAL RATE).**

**3.96 KILOWATTS  $\times$  \$ .04493 = \$ .178 PER DAY**

**\$ .178  $\times$  31 DAYS = \$ 5.52 PER MONTH PLUS TAX**

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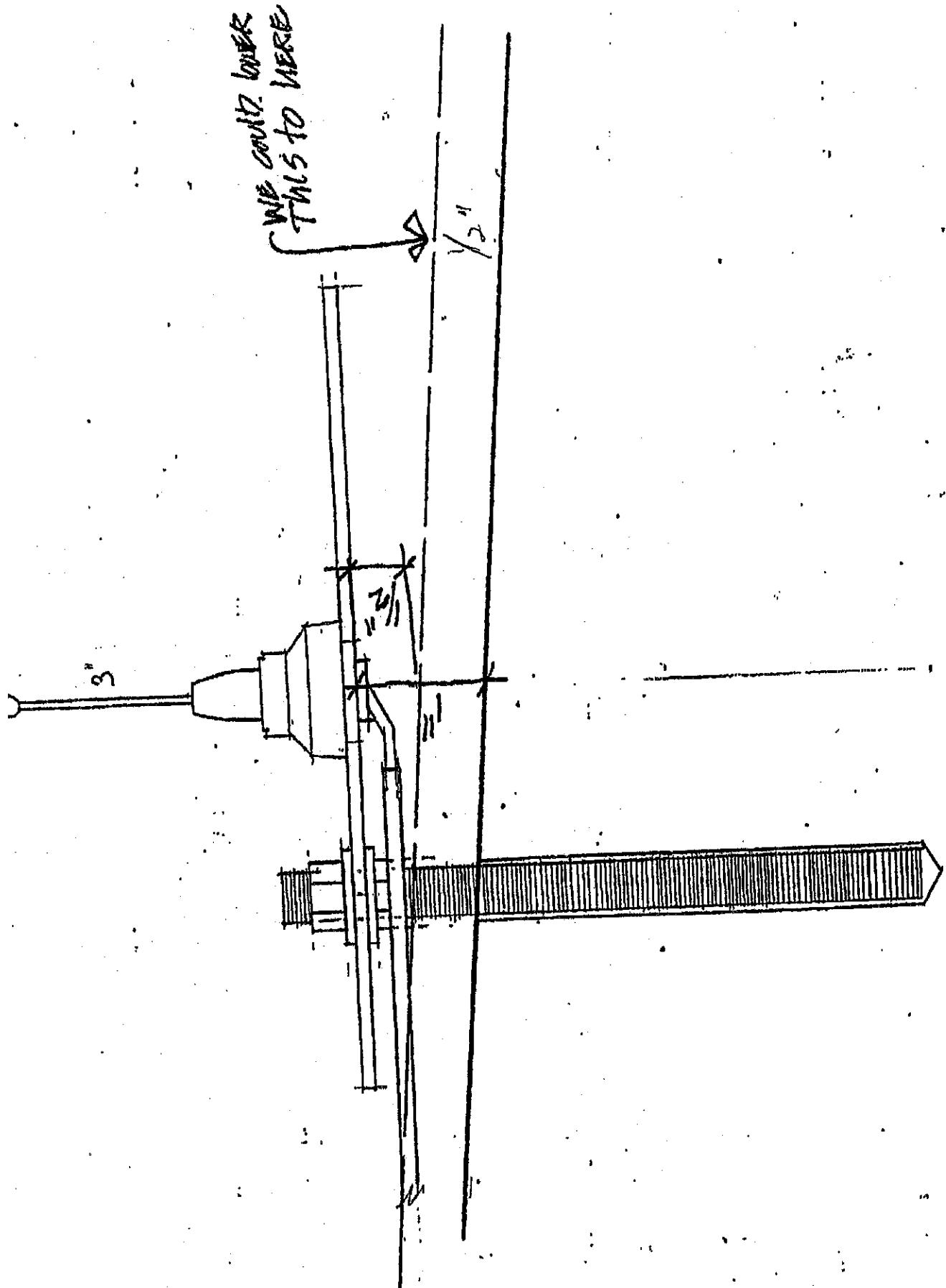
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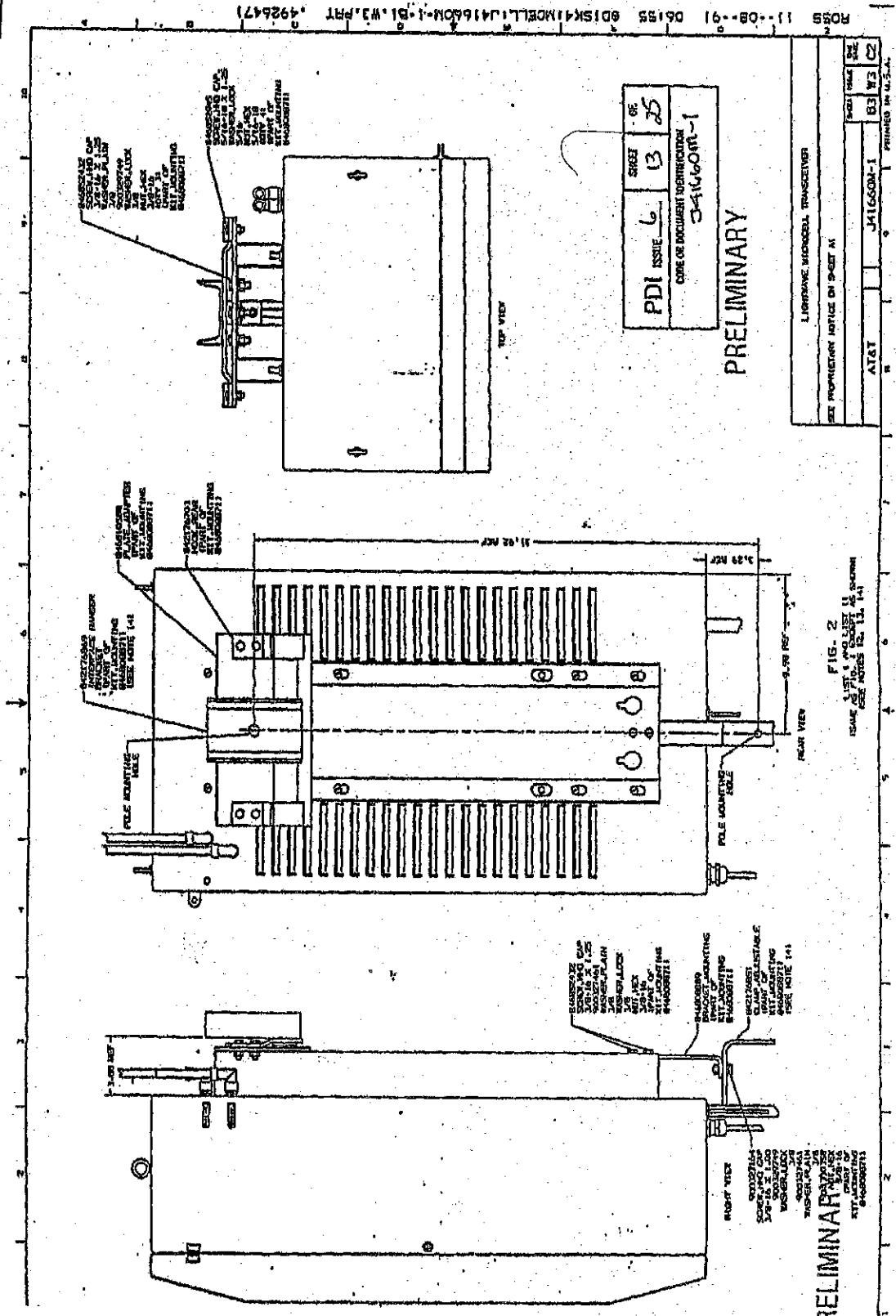
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**EXHIBIT A**  
**DESCRIPTION OF THE PREMISES AND ANTENNA FACILITIES**

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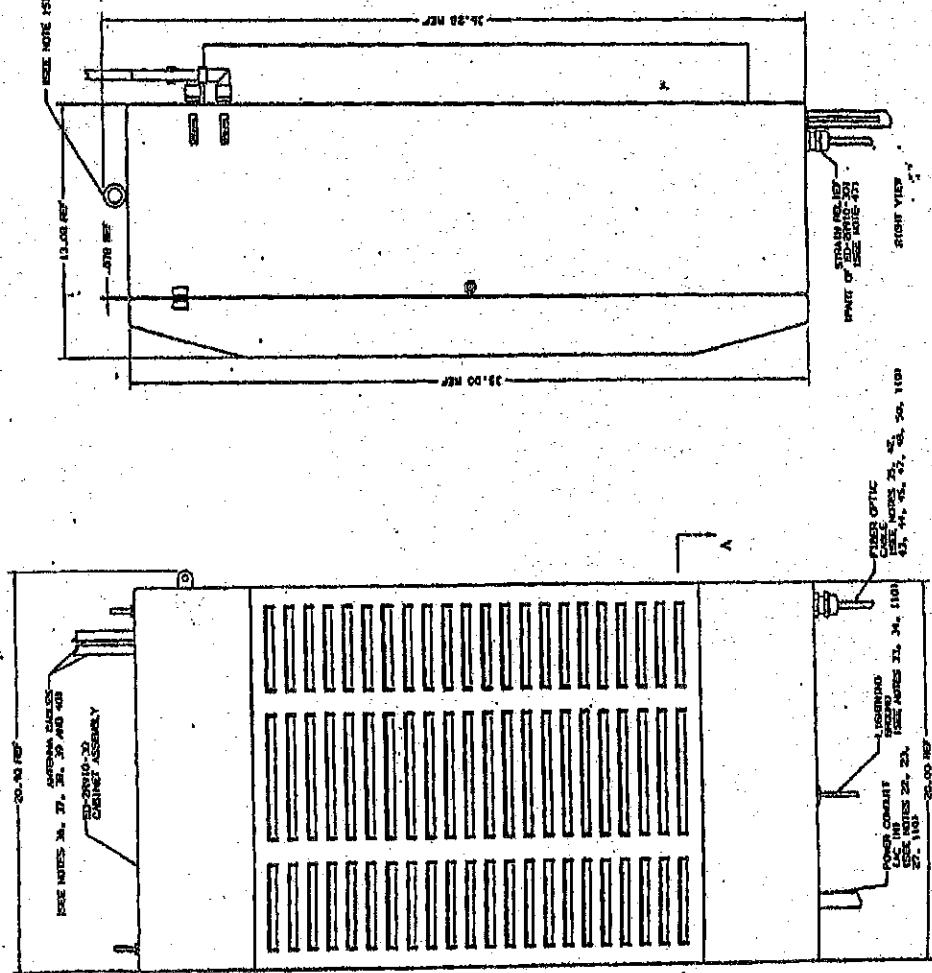
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PDI ISSUE	6	SHEET	1	OF	25
CODE OF DOCUMENTATION					
J4462000-1					

## PRELIMINARY

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SEE PROPRIETARY NOTICE ON SHEET A



PRELIMINARY

**EXHIBIT B**

**DESCRIPTION OF MODIFICATION AND  
DEPICTION OF ADDITIONAL SPACE**

Refer to Revised Drawings issued on March 18, 2002 by Madden & McMillan Architects; sheet numbers A1, A2 and A3.

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### LICENSE AGREEMENT

This Agreement, made and entered into as of this 29th day of APRIL, 1993, effective the 1st day of MAY, 1993 by and between THE HAYMAN REAL SOURCE COMPANY, AS AGENTS FOR THE OWNER OF 105 W. MADISON, CHICAGO, ("Licensor"), and Chicago SMSA Limited Partnership (the "Licensee").

1. Purpose: Licensor hereby grants to Licensee, and Licensee hereby accepts, a license to (a) install, maintain and operate for the term hereof, the antenna system (the "Antenna") at the location described on Exhibit "A" attached hereto, and (b) install, maintain and operate the radio transmitting and receiving equipment, and equipment relating to cellular telephone communications ("Equipment") at the locations identified in Exhibit "B" attached hereto, in accordance with the following terms, covenants and conditions.

2. Term: The term of this Agreement shall be one (1) year commencing upon the start of installation of the Antenna Facility. This Agreement shall automatically renew unless one party notifies the other of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term. Each renewal term shall be on the same terms and conditions as set forth herein except that Rent shall be increased by an amount equal to three percent (3%) of the Rent paid the preceding term.

Licensee may terminate this Agreement immediately, without payment of any rent not yet due following written notice to Licensor of Licensee's inability to secure, loss of, or failure to satisfy necessary zoning, governmental approvals and/or radio engineering criteria for the use of the Premises as contemplated in this Agreement.

3. Rent: Upon the Commencement Date, Licensee shall pay Licensor, as rent, the annual amount of Two Thousand Four Hundred and 00/100 Dollars (\$2,400.00) to be paid on the anniversary of the commencement date, in advance to the Licensor at Licensor's address specified in Paragraph 12 below.

4. Permits and Licenses: Licensee, at its sole effort and expense, will install, maintain and operate the Antenna and the Equipment in compliance with all laws, ordinances or regulations, federal, state or local, applicable thereto, and secure all licenses or permits which are necessary in connection with this license or the Antenna and Equipment. Licensee will give Licensor timely notice of any requirements, whether governmental or otherwise, with which Licensor must comply pertaining to the Antenna or the Equipment, and Licensee will bear any cost attendant to such compliance. Licensee will have the ongoing duty to assure that the operation of the Antenna or the Equipment continues to be legal and that all required permits and licenses are maintained and kept current. Should the necessary governmental or other approvals, licenses or permits not be granted or after granted by withdrawn, canceled or terminated, then this license will immediately terminate, and both parties will be relieved of any further obligation to the other (with the exception of Licensee's obligations under paragraphs 7 and 9).

5. Taxes: Licensor hereby acknowledges that the Antenna and Equipment, irrespective of the fact that the same may be affixed or attached to the premises and otherwise by operation of law would become or could be deemed to become a part of the premises, shall not be nor be deemed to be a part of the premises and shall at all times remain the sole and exclusive personal property of the Licensee. Licensee will pay all personal property, excise or other taxes, assessments and license fees relating to the operation of the Equipment or the Antenna and the income derived from the Antenna.

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6. Installation: The parties anticipate that the installation of the Antenna and the Equipment at the locations agreed upon may require structural alterations and utility connections (the "Installation"). Licensee will install the Antenna and the Equipment in a good and workmanlike manner under the supervision of Lessor and pursuant to plans and specifications approved in advance by Lessor in writing. Licensee shall not make any alterations or additions to the Antenna or the Equipment without the prior written consent of Licensee.

7. Maintenance: Licensee will provide complete maintenance and repair services for the Antenna and the Equipment, pertaining to appearance, cleaning, parts and labor (whether or not the defects are covered by manufacturer's warranties), with the objective of keeping the Antenna and the Equipment in good operating order, condition and repair (the "Maintenance") all of which will be performed under the supervision of Lessor. If Licensee ceases to perform its Maintenance obligations in accordance herewith, Lessor may upon reasonable notice terminate this License, and Licensee shall thereafter remove the Antenna and the Equipment and perform its Removal and Restoration obligations outlined in paragraph 7 hereof, immediately after such event.

8. Removal: Upon the expiration or earlier termination of the License, Licensee shall remove the Antenna and the Equipment and all improvements from the premises (the "Removal") and restore the location to its appearance and condition existing immediately before the installation of the Antenna and the Equipment (the "Restoration"). The Removal and Restoration must be performed under the supervision of Lessor and fully completed within thirty (30) days' after termination of the license.

9. Subcontracting and Relationship Between the Parties: Licensee may subcontract all or any part of the Installation, Maintenance, Removal, or Restoration of the Antenna and the Equipment. Should any part of Licensee's responsibilities hereunder be subcontracted, such subcontractor shall be Licensee's sole responsibility and shall comply with all of the terms, covenants and conditions herein as if said subcontractor were included in the term "Licensee". Licensee and its subcontractors shall at all times be independent contractors, and it is not the intent of Licensee or Lessor to create any type of lease, employment, agency, partnership or joint venture relationship.

10. Indemnification and Insurance: The Installation, Maintenance, operation, use, Removal and Restoration of the Antenna and the Equipment shall be at Licensee's sole risk, cost and expense. Licensee hereby indemnifies and agrees to defend and hold Lessor, and the Trust and the beneficiary thereunder, and their respective officers, directors, shareholders, partners, beneficiaries, contractors, employees, agents and affiliates, harmless from any and all losses, claims, damages, suits, liabilities or expenses of any kind or nature including reasonable attorney's fees for the defense thereof ("Claims"), arising directly or indirectly from: (i) Licensee's or its employee's, agent's, customer's or contractor's use of the premises; (ii) the Installation, Maintenance, Removal, Restoration or operation of the Antenna or the Equipment; (iii) any breach or default on the part of Licensee in the performance of any covenant or agreement on the part of Licensee to be performed pursuant to the terms of this Agreement; or (iv) any act or negligence of Licensee, its employees, agents, customers, or contractors, in or about the premises. In addition, Licensee hereby releases Lessor and the Trust and the beneficiary thereunder and their respective officers, directors, shareholders, partners, beneficiaries, contractors, employees, agents and affiliates from and waives all claims for damages of any kind or nature sustained by Licensee or its employees, agents, customers or contractors arising directly or indirectly from the use of or actions on the premises inclusive of the Installation, Maintenance, Removal, Restoration or operation of the Antenna or the Equipment, except when caused by the negligence of Lessor or the Trust and the beneficiary thereunder and their respective officers, directors, shareholders, partners, beneficiaries, contractors, employees, agents and affiliates. The covenants and agreements contained in this paragraph 10 shall survive the termination of this Agreement.

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Licensee shall purchase and maintain such insurance as will protect it from the Claims or losses Licensor may suffer which may arise out of, in connection with, or result from this Agreement. Such insurance shall include: (i) commercial general liability insurance covering property damage and liability for personal injuries, including death, along with contractual liability coverage, with a limit of not less than One Million and 00/100 Dollars (\$1,000,000,000) for each occurrence; and (ii) workmen's compensation insurance, with Illinois statutory limits, covering employer's liability. Such policies shall be secured from an Insurance company with a Best rating or not less than an A10 which company must be licensed to do business in the State of Illinois. Such policies shall include Licensor and Licensee (inclusive of the land trust in which legal title to the premises is held and the beneficiary of said land trust) as additional named insured.

**11. Termination:**

(a) Notwithstanding any other provision of this Agreement to the contrary, in the event of a fire or other casualty or other loss and, as a result thereof Licensee's Antenna or Equipment is in a state of disrepair or is inoperable, then and in such event Licensee shall either install a new Antenna or Equipment or repair the existing Antenna or Equipment within thirty (30) days' of such event, or the license shall immediately terminate.

(b) If Licensee fails in any respect to perform any agreements, covenant or obligation in the license, then and in such event, the Licensor, after the continuance of any such failure or default for thirty (30) days' after giving written notice thereof to the Licensee, may terminate this Agreement or may (but this shall not be deemed to impose an obligation on the Licensor so to do) cure such failure or default, on behalf of and at the expense of the Licensee.

(c) If the Licensee's Agreement is terminated for any reason whatsoever, or if Licensee ceases to operate the Antenna, or if the operation of the Antenna at the location is determined in a judicial or administrative proceeding to be in violation of any law, rule or regulation, then and in such event, the license shall be terminated upon reasonable advance notice to the Licensee.

(d) By Licensee if the Premises are or become unacceptable under Licensee's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong.

**12. Notice:** Notice hereunder shall be in writing and effected either by personal delivery or by depositing the same in an official U.S. mail receptacle as certified mail, return receipt requested, postage paid, addressed, if to Licensor, Attn: Blk 6, Mtn. 105 W. MAISON, 104-51, C, and if to Licensee, to Chicago SMSA Limited Partnership, c/o Ameritech Mobile Communications, Inc., Ameritech Center Building, 2000 West Ameritech Center Drive, Hoffman Estates, Illinois 60195-5000 (Attn: Vice-president-General Counsel and Manager, Real Estate & Zoning, Location Code 8729A), or such other address as either party may from time to time designate. Any notice given under this Agreement shall be in writing and deemed received when personally delivered or if mailed, three (3) days after placing same in an office U.S. mail receptacle.

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**13. Waiver:** The rights and remedies of the parties hereunder and those provided by law shall be construed as cumulative and no one of them is exclusive of any other right or remedy hereunder or allowed by law, and shall be continuing rights, none of which shall be exhausted by being exercised on one or more occasions. A waiver by either party of any default, breach or failure of the other shall not be construed as a continuing waiver, or as a waiver of any subsequent or different default, breach or failure. In case of a breach by either party of any covenant, agreement or undertaking, the other party

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may accept from the party in breach any payment or payments hereunder without waiving any rights provided for herein with respect to any such breach.

14. Assignment: Licensee may not assign or transfer this License without the prior written consent of the Lessor. Any attempted assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person.

15. Liability of Lessor: The Lessor or any successor in interest shall not be subject to recourse or personal liability in respect to any of the terms, covenants or conditions of this license. The Licensee shall look solely to the equity of Lessor or any successor in interest in the building and the rents, issues, and profits derived therefrom for the satisfaction of the remedies of Licensee hereunder. It is mutually agreed that this clause is and shall be considered an integral part of this License. Such exculpation of personal liability is absolute and without any exception whatsoever.

16. Lien: Licensee covenants not to suffer or permit any lien of mechanics or materialmen or others to be placed against the building in connection with the Antenna or the Equipment. In case of any lien so attaching, Licensee shall immediately cause it to be released and removed of record or shall secure a bond sufficient to cause Chicago Title Insurance Company to endorse over such lien.

17. Miscellaneous:

(a) This Agreement constitutes the entire understanding of the parties and supersedes any prior written or oral negotiations or understandings.

(b) It is the intention of the parties hereto that this License shall be construed and enforced in accordance with the laws of the State of Illinois.

(c) If any provision of this License is held invalid or unenforceable, the remainder of this License shall not be affected thereby, and each other provision of this License shall be valid and enforceable to the fullest extent permitted by law.

(d) Access - Licensee and Licensee's authorized agents, employees, contractors and representatives shall have twenty-four (24) hour access to Licensee's space for the purpose of performing necessary repair and maintenance functions. During such access, Licensee shall cooperate with Lessor's security practices.

(e) Interference - Lessor, its invitees, or agents shall make every attempt not to interfere in Licensee's transmission. In the event any such interference occurs, Licensee has the right to terminate this Agreement immediately without penalty.

(f) Utilities - Lessor will provide for Licensee's use, at Lessor's expense, AC wiring to a dedicated circuit breaker and Lessor will pay all ongoing utility costs associated with power to that circuit breaker.

(g) Title - Lessor warrants that it owns good and marketable title to the Premises and that it has full right, power, and authority to execute this Agreement; Lessor further warrants that Licensee shall have the quiet enjoyment of the Premises during the term of this Agreement or any renewal thereof.

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DATED as of the date first set forth above.

LICENSOR

ANIMAL RESCUE  
COMPANY, INC AGENTS  
FOR THE OWNER OF  
105 W. MADISON, CHICAGO,  
IL 60602

By:

Name: Sam Myers, agent  
Title: Reg. Manager  
F.E.I.N. #: 36-3030910

LICENSEE

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

By: Dennis L. Myers  
Dennis L. Myers  
Vice President

11/19/93

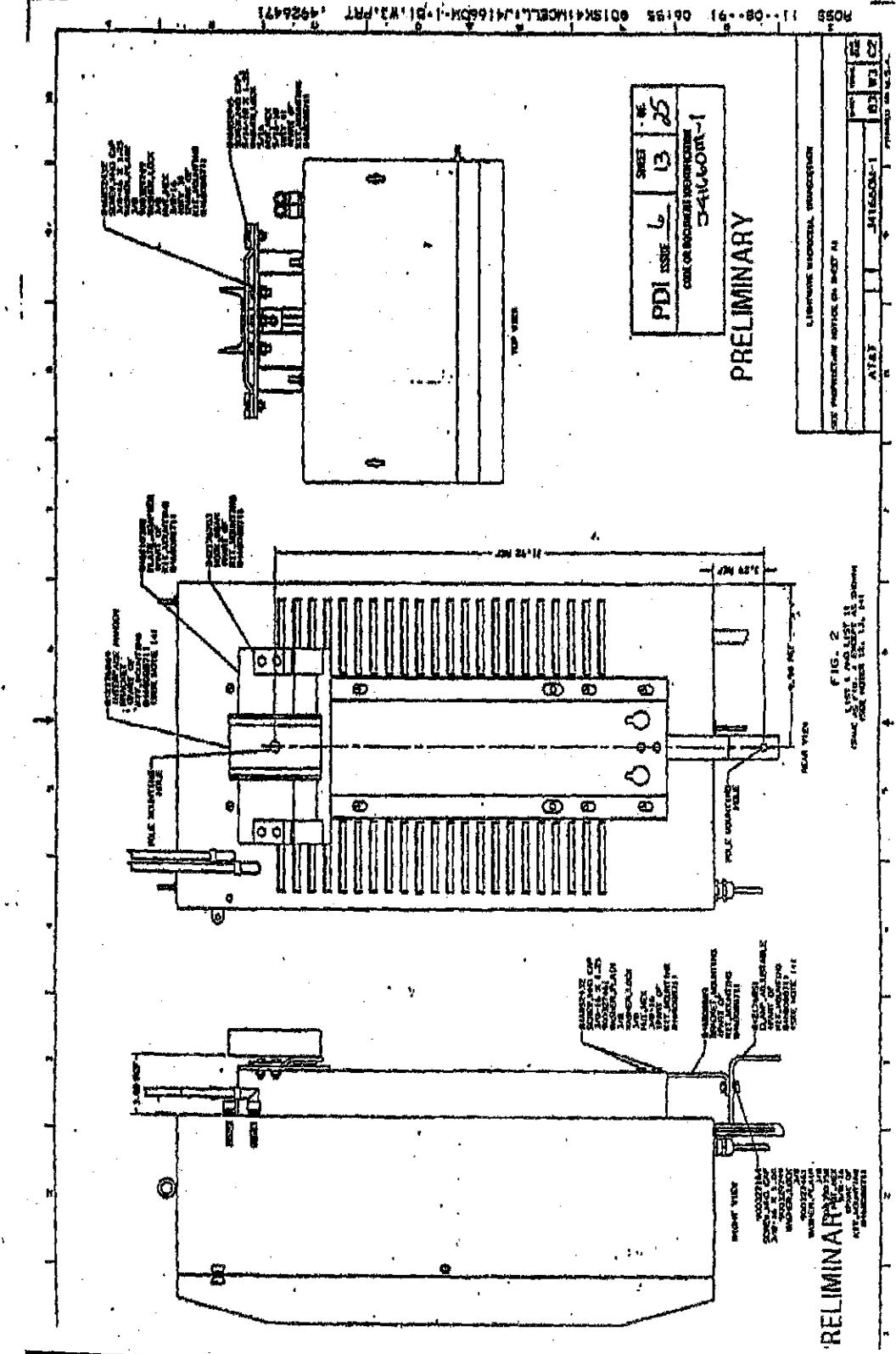
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**POPOWYCH ASSOCIATES, LTD.**

ARCHITECTS  
ENGINEERS  
PLANNERS

4819 WEST BRYN MAWR  
CHICAGO, ILLINOIS 60631  
312.693.5280 FAX 312.693.3241

**ELECTRICAL CONSUMPTION BY MICROCELL EQUIPMENT (LMT)**

**110 V × 1.5 AMPS = 165 WATTS PER HOUR**

**165 WATTS × 24 HOURS = 3960 WATTS PER DAY = 3.96 KILOWATTS**

**\$ .04493 PER KILOWATT IS COMMONWEALTH EDISON RATE FOR OFFICE  
BUILDINGS IN THE DOWNTOWN CHICAGO AREA (COMMERCIAL RATE).**

**3.96 KILOWATTS × \$ .04493 = \$.178 PER DAY  
\$.178 × 31 DAYS = \$5.52 PER MONTH PLUS TAX**

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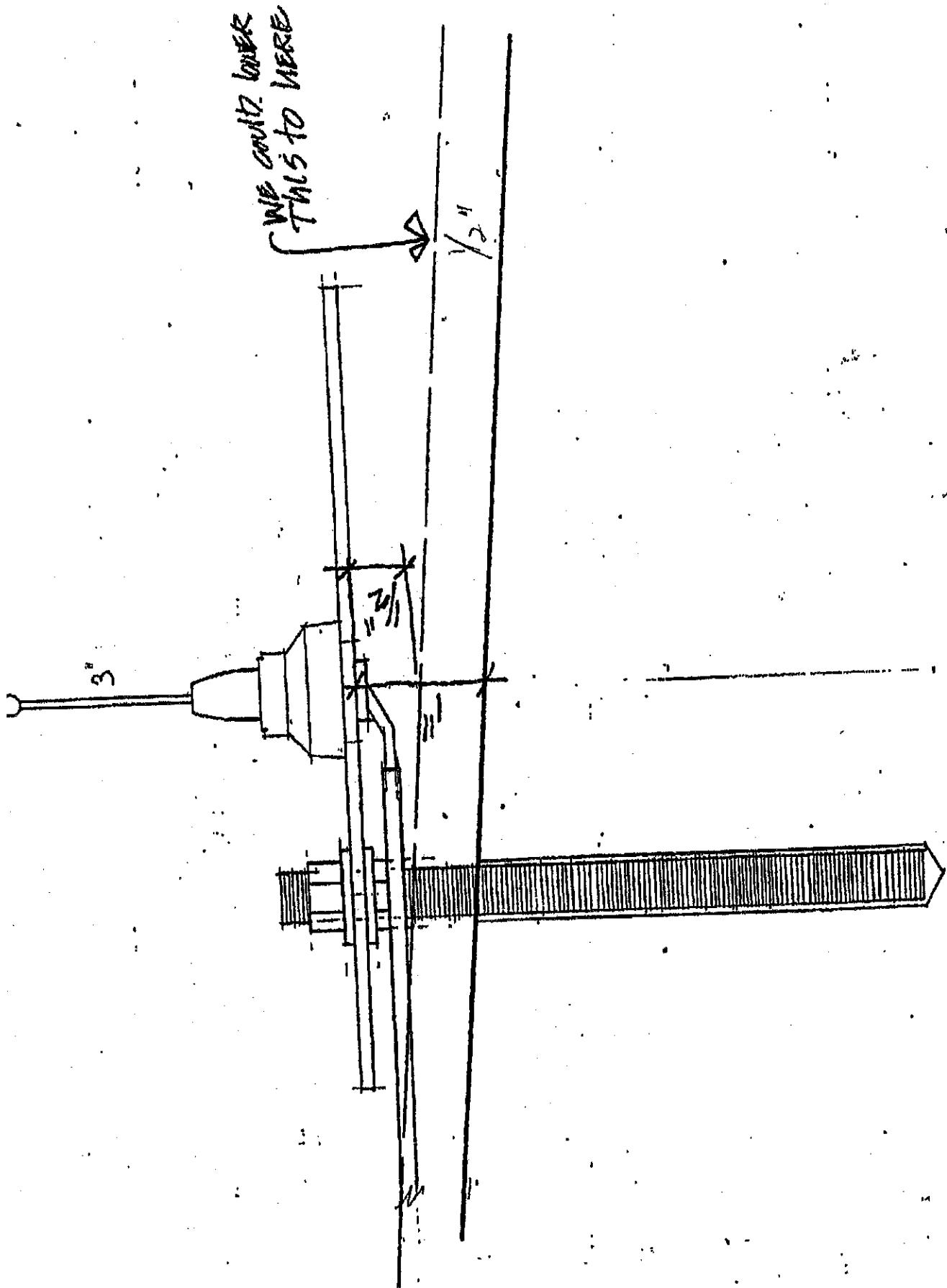
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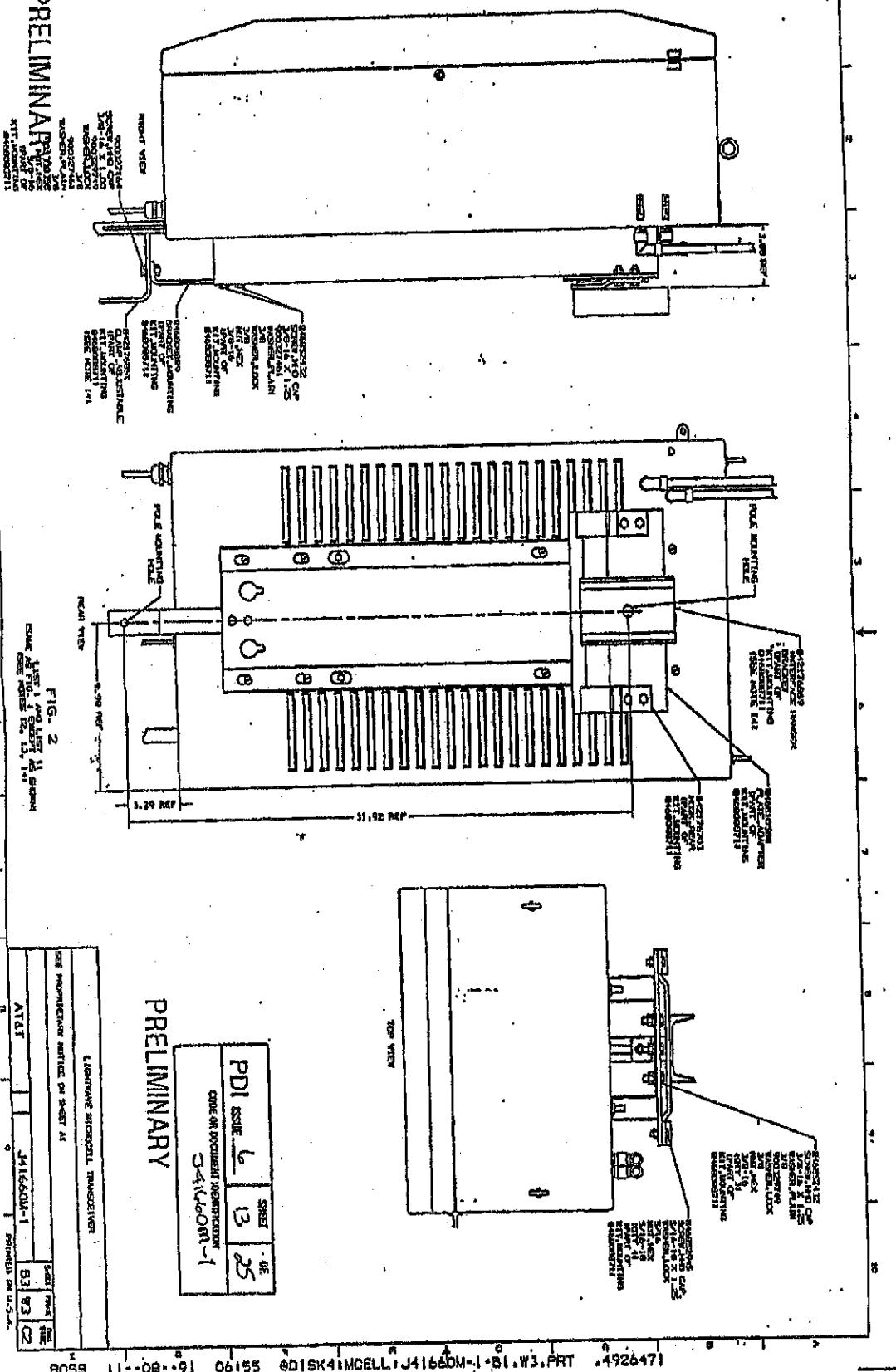
**EXHIBIT A**  
**DESCRIPTION OF THE PREMISES AND ANTENNA FACILITIES**

07/23/92

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FOR DRAWING





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6/22/12

CR Madison Management, LLC

2:18 pm

User: MANAGER

Occupant Ledger

Page: 280

Unit Reference Number : 1105-ROOF Occupant Type : Current  
 Property Name : 105 West Madison ID: 153270000024

Company Name : Chicago SMSA Limited Partnersh Phone Number : (773) 395-8800  
 Address 1 : 105 West Madison Unit Number : Roof  
 Address 2 : Roof  
 City, State Zip : Chicago, IL 60602  
 D/B/A Name : Verizon Wireles

Open Items : 0.00  
 Open Credits : - 0.00  
 Current Balance : = 0.00

Contact : Jennifer Robbins	Percentage Lease : No
Security Deposit : 0.00	Percentage 0.00
Other Deposit : 0.00	Base Sales Amount 0.00
Square Feet (GLA) : 0	Billing Month : 0
Usable Sq. Ft. : 0	Annual Sales 0.00
Gross Sq. Ft. : 0	
Prorata Sq. Ft. : 0	

Parking Information : None  
 Number of Reserved Parking Spaces : 0  
 Storage Space : n

Effective Date : 3/01/10  
 Expiration Date : 2/28/15  
 Move-In Date : 5/01/93  
 Move-Out Date :  
 Option Date :

+-----[ Bill To ]-----  
 | Verizon Wireless  
 | Attn: Network Real Estate Dept  
 | 180 Washington Valley Road  
 | Bedminster, NJ 07921  
 +-----

Lease Term : 5 Years  
 Lease Type : 2nd Amend  
 Base Year : 0  
 Base Year Rent : 0.00

----- Commission Info -----  
 Standard : n  
 Amount : 0.00  
 Agent :

+-----| Concession Information |-----  
 | Term Amount  
 | Free Rent : n 0 0.00  
 | Lease Buyout : n 0 0.00  
 | Moving Expenses : n 0 0.00  
 | Other : n 0 0.00  
 | --- Tenant Improvement Allowances ---  
 | Standard Allowance Per S.F. : 0.00  
 | Excess Allowance Per S.F. : 0.00  
 | Comments:  
 |

6/22/12

CR Madison Management, LLC

2:18 pm

User: MANAGER

Occupant Ledger

Page: 281

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S.I.C. Code : ANT Antenna License  
Business Class : ANT Antenna Use  
National Tenant ID :  
Insurance Certificate : y Cert. Expires : 6/30/06

-----  
Late Fee :  
Federal ID / SSN :  
Pro-rata Share-Other : N/A  
Pro-rata Share-Taxes : N/A  
Ste Accept Signed Dt : N/A  
Guarantor #1 Name : No  
Guarantor #1 Amount :  
Guarantor #1 Expires :  
Comments :  
Guarantor #2 Name :  
Guarantor #2 Amount :  
Guarantor #2 Expires :  
Comments :  
Lse Document Date : 1/21/10  
Security Deposit : 0.00  
LOC Amount : None  
LOC Expiration :  
Pro-rata Share-CAM :  
-----

Account Status : O.K.

Number of NSF Checks : 0  
Date of Last NSF Check :  
Amount of Last NSF Check : 0.00

6/22/12

CR Madison Management, LLC

2:18 pm

User: MANAGER

Occupant Ledger

Page: 282

Unit Reference Number : 1105-ROOF Occupant Type : Current

## Charge Schedule

Charge Code	Charge Description	Charge Frequency	Start Date	Stop Date	Charge Amount
ANT	Antenna Income	A	5/01/93	5/31/93	2,400.00
ANT	Antenna Income	A	5/01/94	5/31/94	2,472.00
ANT	Antenna Income	A	5/01/95	5/31/95	2,546.16
ANT	Antenna Income	A	5/01/96	5/31/96	2,622.54
ANT	Antenna Income	A	5/01/97	5/31/97	2,701.22
ANT	Antenna Income	A	5/01/98	5/31/98	2,782.26
ANT	Antenna Income	A	5/01/99	5/31/99	2,865.73
ANT	Antenna Income	A	5/01/00	5/31/00	2,951.70
ANT	Antenna Income	A	5/01/01	5/31/01	3,040.25
ANT	Antenna Income	M	5/01/02	4/30/03	1,000.00
ANT	Antenna Income	M	5/01/03	4/30/04	1,030.00
ANT	Antenna Income	M	5/01/04	4/30/05	1,060.90
ANT	Antenna Income	M	5/01/05	4/30/06	1,092.73
ANT	Antenna Income	M	5/01/06	4/30/07	1,125.51
ANT	Antenna Income	M	5/01/07	4/30/08	1,159.27
ANT	Antenna Income	M	5/01/08	4/30/09	1,194.04
ANT	Antenna Income	M	5/01/09	2/28/10	1,229.86
ANT	Antenna Income	M	3/01/10	2/28/15	2,139.56

6/22/12

CR Madison Management, LLC

2:18 pm

User: MANAGER

Occupant Ledger

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## Lease Options

Option Type	Notice Start	Notice End	Option Begin	Option End	Option on Unit #	Square Feet
renewal	11/30/14	12/01/14	3/01/15	2/28/20	1105-roof	0.00
4 auto renewals for 5 year terms w/15% increase per renewal term. Either party may terminate w/90 day prior ntc (1st by 11/30/14)						
Rate per Sq. Ft. : 0.00 Rate per Mth. : 0.00 Year: 0.00						

## Chronological History

Date	Code	Description	Amount	Balance
6/01/10	ANT	Antenna Income	2,139.56	1,384.03
6/21/10	ANT	Pymt. Batch 510 Check 1926865	(1,266.77)	117.26
7/01/10	ANT	Antenna Income	2,139.56	2,256.82
7/22/10	ANT	Pymt. Batch 581 Check 1954036	(1,266.77)	990.05
8/01/10	ANT	Antenna Income	2,139.56	3,129.61
8/26/10	ANT	Pymt. Batch 660 Check 1981495	(1,266.77)	1,862.84
9/01/10	ANT	Antenna Income	2,139.56	4,002.40
9/23/10	ANT	Pymt. Batch 735 Check 2010228	(1,266.77)	2,735.63
10/01/10	ANT	Antenna Income	2,139.56	4,875.19
10/04/10	ANT	Antenna Income-bal	2,069.29	6,944.48
10/04/10	ANT	Pymt. Batch 773 Check 2029899	(7,965.81)	(1,021.33)
10/28/10	ANT	Pymt. Batch 823 Check 2039733	(2,139.56)	(3,160.89)
11/01/10	ANT	Antenna Income	2,139.56	(1,021.33)
11/23/10	ANT	Pymt. Batch 892 Check 2065394	(2,139.56)	(3,160.89)
12/01/10	ANT	Antenna Income	2,139.56	(1,021.33)
12/27/10	ANT	Pymt. Batch 984 Check 2093076	(2,139.56)	(3,160.89)
1/01/11	ANT	Antenna Income	2,139.56	(1,021.33)
1/24/11	ANT	Pymt. Batch 072 Check 2120177	(2,139.56)	(3,160.89)
2/01/11	ANT	Antenna Income	2,139.56	(1,021.33)
2/24/11	ANT	Pymt. Batch 172 Check 2149054	(2,139.56)	(3,160.89)
3/01/11	ANT	Antenna Income	2,139.56	(1,021.33)
3/29/11	ANT	Pymt. Batch 278 Check 2175885	(2,139.56)	(3,160.89)
4/01/11	ANT	Antenna Income	2,139.56	(1,021.33)
4/25/11	ANT	Pymt. Batch 337 Check 2201176	(2,139.56)	(3,160.89)
5/01/11	ANT	Antenna Income	2,139.56	(1,021.33)
5/23/11	ANT	Pymt. Batch 429 Check 2227762	(2,139.56)	(3,160.89)
6/01/11	ANT	Antenna Income	2,139.56	(1,021.33)
6/28/11	ANT	Pymt. Batch 529 Check 2253313	(2,139.56)	(3,160.89)
7/01/11	ANT	Antenna Income	2,139.56	(1,021.33)
7/25/11	ANT	Pymt. Batch 622 Check 2279364	(2,139.56)	(3,160.89)
8/01/11	ANT	Antenna Income	2,139.56	(1,021.33)
8/24/11	ANT	Pymt. Batch 715 Check 2304712	(2,139.56)	(3,160.89)
9/01/11	ANT	Antenna Income	2,139.56	(1,021.33)

6/22/12

CR Madison Management, LLC

2:18 pm

User: MANAGER

Occupant Ledger

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## Chronological History

Date	Code	Description	Amount	Balance
9/22/11	ANT	Pymt. Batch 811 Check 2331139	(2,139.56)	(3,160.89)
10/01/11	ANT	Antenna Income	2,139.56	(1,021.33)
10/25/11	ANT	Pymt. Batch 906 Check 2357316	(2,139.56)	(3,160.89)
11/01/11	ANT	Antenna Income	2,139.56	(1,021.33)
11/21/11	ANT	Pymt. Batch 992 Check 2381686	(2,139.56)	(3,160.89)
12/01/11	ANT	Antenna Income	2,139.56	(1,021.33)
12/21/11	ANT	Pymt. Batch 089 Check 2407650	(2,139.56)	(3,160.89)
1/01/12	ANT	Antenna Income	2,139.56	(1,021.33)
1/23/12	ANT	Pymt. Batch 190 Check 2431999	(2,139.56)	(3,160.89)
2/01/12	ANT	Antenna Income	2,139.56	(1,021.33)
2/24/12	ANT	Pymt. Batch 274 Check 2456872	(2,139.56)	(3,160.89)
3/01/12	ANT	Antenna Income	2,139.56	(1,021.33)
3/22/12	ANT	Pymt. Batch 369 Check 2481311	(2,139.56)	(3,160.89)
4/01/12	ANT	Antenna Income	2,139.56	(1,021.33)
4/25/12	ANT	Pymt. Batch 465 Check 2505550	(2,139.56)	(3,160.89)
5/01/12	ANT	Antenna Income	2,139.56	(1,021.33)
5/22/12	ANT	Pymt. Batch 548 Check 2529690	(2,139.56)	(3,160.89)
6/01/12	ANT	Antenna Income	2,139.56	(1,021.33)



Verizon Wireless  
1515 Woodfield Rd.  
Schaumburg, IL 60173

August 16, 2010

Theresa Slovick  
105 West Madison  
Chicago, IL 60602

Re: Rent Commencement for Verizon Wireless' site located at 105 West Madison, Chicago, Illinois

Dear Ms. Slovick:

Per our Building and Rooftop Lease Agreement dated July 9, 2010, this letter is simply to acknowledge the lease commencement and rent date.

Paragraph 2 of the Amendment to the Building and Rooftop Agreement states that the Agreement shall commence on the 1<sup>st</sup> day of the month following the commencement of the installation of the new equipment. Lessor and Licensee acknowledge and agree that initial rent payment(s) shall not actually be sent by Licensee until thirty (30) days after a written acknowledgement confirming the Commencement Date. Please have this letter signed in the area indicated below to acknowledge that the rent commencement of our Agreement is February 1, 2010.

Upon receipt of this signed letter, Verizon Wireless will complete the check issuance process. If you have any questions, please do not hesitate to contact me at 847-344-1776. Thank you.

Regards,

Jennifer Robins

Agreed and Acknowledged:

**CR Madison, LLC**

By: Theresa Slovick 8-17-10  
Theresa Slovick

## OFFICE BUILDING LEASE EXTRACT

PROPERTY CODE:	1105	TENANT CODE:	1105-ROOF	PREPARED BY:	Theresa Slovick
PROPERTY NAME:	105 West Madison			EXTRACT DATE:	2/2/2010

TENANT INFORMATION

Tenant / Assignee:	Chicago SMSA Limited Partnership	Unit	1105-ROOF
DBA / Assignor:	D/B/A Verizon Wireless	Square Feet	0
(Billing Name)	Verizon Wireless	Move In Date	5/1/1993
Address:	Attn: Network Real Estate Dept. 180 Washington Valley Road Bedminster, New Jersey 07921	Document Date	1/21/2010
		Commencement Date	3/1/2010
		Expiration Date	2/28/2015
		Term	5 YEARS
		Sec Deposit Req.	\$0.00

Contact No. for rent: (908) 306-4378

Telephones			
Office	(866) 862-4404	Home	
Fax	NA		

OTHER INFORMATION

Prorata Other	None	Base Yr. Other	None
Prorata Tax	None	Base Yr - Tax	None

TYPE OF LEASE:	New Lease	Renewal	<input checked="" type="checkbox"/> Expansion	<input type="checkbox"/> Relocation	<input type="checkbox"/> Storage
	Termination	Other			

Notes: NO P/R EXP; MO RENT PYMTS; AUTO 5 YR RN UNLESS EITHER PARTY TERMIN W/90 DAY PRIOR NTC TO EXP; RN RENT INC @ 15% EA. 5 YR RN; UPON TERM OF AGREEMENT TNT TO REMOVE EQUIP FR PROP W/I 30 DAYS AFTER TERMINATION.

Federal I.D. #	NA	SIC Code:	ANT
Last Renewal	3/1/2010	Business Class:	ANT

LANDLORD'S COSTS:

	Estimate	Budget
Improvements: PCE / Allowance	0.00	0.00
Tenant Contribution	0.00	0.00
Space Planning	0.00	0.00
Commissions: Outside Broker	0.00	0.00
Commissions: Internal Broker	0.00	0.00
Other: Lease Buyout		
Other: Moving Allowance		
Other: (Amount)	0.00	0.00
Other: (Description)		
Deferred Allowance (Amount)		
Deferred Allowance (Date)		

OPTIONS: Yes  No 

Type	Location	Sq.Ft.	Term	Rate	Ntc. Date	Exp. Date	Comments
CANCEL	ROOF	0			11/30/2014		Auto RN unless either party term w/90 days prior written ntc to expiration date.

GUARANTORS: Yes  No 

Name	Amount	Expiration	Comments

**CHARGES**  
**TRANCODE: RNT - BASE RENT**

**ACTUAL**

ACTUAL			BUDGET		
From 3/1/10	To 2/28/15		Monthly 2,139.56	Annually 25,674.72	SO. FT. NA

## BUDGET

THANCODE: ABA - ABATEMENTS

From	To	Monthly	Annually	SQ. FT.	Monthly	Annually	SQ. FT.

TRANCODE: EOT - OPERATING COSTS

	<u>Actual</u>	<u>Budget</u>
Billing: M Q S A F		
Pre/Current		
1st Billing		
Square Feet		
Is there esc. rec.?		
Escal. Method		
Base Year		
Stop		
Cap		
Dividend		
Effective Date		
Review Method		

## EOT - Billing Rate Maintenance

From Date	Thru Date	Monthly Amount

TRANCODE: ETA - REAL ESTATE TAXES

	<u>Actual</u>	<u>Budget</u>
Billing: M Q S A F		
Pre-Bill		
1st Billing		
Square Feet		
Is there esc. rec.?		
Escal. Method		
Base Year		
Stop		
Cap		
Dividend		
Effective Date		
Review Method		

## ETA - Billing Rate Maintenance

<b>From Date</b>	<b>Thru Date</b>	<b>Monthly Amount</b>

**BUDGET ASSUMPTIONS:**

The 2010 Budget assumed the license agreement for the roof would renew @ a 3% increase for a term of 1 year. The budget assumed no Leasing Commission would be required in RN transaction.

**Budget Analysis: (Per square foot rates)**

MO/YR	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
Lease	na									
Budget	na									

**COMMISSION CALCULATIONS:**

	Amount	%	Outside Broker Commission	%	Internal Broker Commission
Yr. 1	25,674.72				
Yr. 2	25,674.72				
Yr. 3	25,674.72				
Yr. 4	25,674.72				
Yr. 5	25,674.72				
Yr. 6					
Yr. 7					
Yr. 8					
Yr. 9					
Yr. 10					
Total	128,373.60		0.00		0.00

	BUDGET	ACTUAL	PAID
Pay Internal Broker	0.00	0.00	
Pay OSB	0.00	0.00	
OSB Company	None		
OS Broker	None		
Other - Broker	None		
CRM Property Mgr.	Theresa Slovick		

**APPROVALS:**

		Credit Information
Approved By		Manny Rafidia "Owner"
Date		Signed on 1/21/10
Lender Approval		Signed on 1/21/10

\*\*\*\*\*  
\* LEASE EXTRACT APPROVED BY: DATE:  
\*  
\* Management *Theresa Slovick* 2-2-10\*  
\* Accounting  
\* Construction  
\* Legal  
\*\*\*\*\*

Tenant Name: Verizon Wireless  
Tenant Code: 1105-roof  
Property Name: 105 West Madison  
Property Code: 1105

#### ADDITIONAL NOTES/TICKLER INFORMATION

**Miscellaneous Notes & Special Provisions:**  
(i.e., Additional Notice, Options, Other Charges & Pertinent Information)

OFFICE BUILDING LEASE EXTRACT

PROPERTY CODE:	1106	TENANT CODE:	1105-roof	PREPARED BY:	Theresa Slovick
PROPERTY NAME:	105 West Madison			EXTRACT DATE:	3/28/2006

**TENANT INFORMATION**

Tenant / Assignee:	Chicago SMSA Limited Partnership	Unit	1105-roof
DBA / Assignor:	D/B/A Verizon Wireless	Square Feet	0
(Billing Name)	Verizon Wireless	Move In Date	5/1/1993
Address:	Attn: Network Real Estate Dept. 180 Washington Valley Road Bedminster, New Jersey 07921	Document Date	3/22/2002
		Commencement Date	5/1/2006
		Expiration Date	4/30/2007
		Term	12 Months
		Sec Deposit Req.	\$0.00
Contact No. for rent: (908) 306-4378			
Telephones			
Office	(866) 862-4404	Home	
Fax	NA		

**OTHER INFORMATION**

Prorata Other	None	Base Yr. Other	None
Prorata Tax	None	Base Yr - Tax	None

TYPE OF LEASE:	New Lease	Renewal	<input checked="" type="checkbox"/> Expansion	<input type="checkbox"/> Relocation	<input type="checkbox"/> Storage
	Termination	Other			

Notes: NO P/R EXP; MO RENT PYMTS; AUTO 1 YR RN UNLESS EITHER PARTY TERMIN W/90 DAY PRIOR NTC TO EXP; RN RENT INC @ 3% EA. RN; UPON TERM OF AGREEMENT TNT TO REMOVE EQUIPT FR PROP W/I 30 DAYS AFTER TERMINATION.

Federal I.D. #	NA	SIC Code:	ANT
Last Renewal	6/1/2006	Business Class:	ANT

**LANDLORD'S COSTS:**

	Estimate	Budget
Improvements: PCE / Allowance	0.00	0.00
Tenant Contribution	0.00	0.00
Space Planning	0.00	0.00
Commissions: Outside Broker	0.00	0.00
Commissions: Internal Broker	0.00	0.00
Other: Lease Buyout		
Other: Moving Allowance		
Other: (Amount)	0.00	0.00
Other: (Description)		
Deferred Allowance (Amount)		
Deferred Allowance (Date)		

OPTIONS: Yes  No

Type	Location	Sq.Ft.	Term	Rate	Ntc. Date	Exp. Date	Comments
CANCEL	ROOF	0			1/31/2007		Auto RN unless either party term w/90 days prior
							written ntc to expiration date.

GUARANTORS: Yes  No

Name	Amount	Expiration	Comments



**BUDGET ASSUMPTIONS:**

The 2006 Budget assumed the license agreement for the roof would renew @ a 3% increase for a term of 1 year. The budget assumed no Leasing Commission would be required in RN transaction.

**Budget Analysis: (Per square foot rates)**

MO/YR	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
Lease	3% inc								
Budget	3% inc								

**COMMISSION CALCULATIONS:**

	Amount	%	Outside Broker Commission	%	Internal Broker Commission
Yr. 1	13,506.12				
Yr. 2	0.00				
Yr. 3	0.00				
Yr. 4	0.00				
Yr. 5	0.00				
Yr. 6					
Yr. 7					
Yr. 8					
Yr. 9					
Yr. 10					
Total	13,506.12		0.00		0.00

	BUDGET	ACTUAL	PAID
Pay Internal Broker	0.00	0.00	
Pay OSB	0.00	0.00	
OSB Company	None		
OS Broker	None		
Other - Broker	None		
CRM Property Mgr.	Theresa Slovick		

**APPROVALS:**

		Credit Information
Approved By		Manny Rafidia "Owner"
Date		Per Amendment Auto Renewal 5/1/06
Lender Approval		Per Amendment Auto Renewal 5/1/06

\*\*\*\*\*  
\* LEASE EXTRACT APPROVED BY: DATE:  
\* \_\_\_\_\_  
\* \_\_\_\_\_  
\* Management \_\_\_\_\_  
\* Accounting \_\_\_\_\_  
\* Construction \_\_\_\_\_  
\* Legal \_\_\_\_\_  
\* \_\_\_\_\_  
\* \_\_\_\_\_  
\*\*\*\*\*

Tenant Name: Verizon Wireless  
Tenant Code: 1105-roof  
Property Name: 105 West Madison  
Property Code: 1105

#### ADDITIONAL NOTES/TICKLER INFORMATION

**Miscellaneous Notes & Special Provisions:**  
(i.e., Additional Notice, Options, Other Charges & Pertinent Information)

## OFFICE BUILDING LEASE EXTRACT

PROPERTY CODE: 1105 TENANT CODE: 1105-roof PREPARED BY: Theresa Slovick  
 PROPERTY NAME: 106 West Madison EXTRACT DATE: 3/23/2005

TENANT INFORMATION

Tenant / Assignee:	Chicago SMSA Limited Partnership	Unit	1105-roof
DBA / Assignor:	D/B/A Verizon Wireless	Square Feet	0
(Billing Name)	Verizon Wireless	Move In Date	5/1/1993
Address:	Attn: Network Real Estate Dept. 180 Washington Valley Road Bedminster, New Jersey 07921	Document Date	3/22/2002
		Commencement Date	5/1/2005
		Expiration Date	4/30/2008
		Term	12 Months
		Sec Deposit Req.	\$0.00
Contact No. for rent: (908) 306-4378			
Telephones			
Office	(866) 862-4404	Home	
Fax	NA		

OTHER INFORMATION

Prorata Other	None	Base Yr. Other	None
Prorata Tax	None	Base Yr - Tax	None

TYPE OF LEASE:	New Lease	Renewal	<input checked="" type="checkbox"/> Expansion	<input type="checkbox"/> Refocation	<input type="checkbox"/> Storage
	Termination	Other			

Notes: NO P/R EXP; MO RENT PYMTS; AUTO 1 YR RN UNLESS EITHER PARTY TERMIN W/90 DAY PRIOR NTC TO EXP; RN RENT INC @ 3% EA. RN; UPON TERM OF AGREEMENT TNT TO REMOVE EQUIPT FR PROP W/I 30 DAYS AFTER TERMINATION.

Federal I.D. #	NA	SIC Code:	ANT
Last Renewal	5/1/2005	Buisness Class:	ANT

LANDLORD'S COSTS:

	Estimate	Budget
Improvements: PCE / Allowance	0.00	0.00
Tenant Contribution	0.00	0.00
Space Planning	0.00	0.00
Commissions: Outside Broker	0.00	0.00
Commissions: Internal Broker	0.00	0.00
Other: Lease Buyout		
Other: Moving Allowance		
Other: (Amount)	0.00	0.00
Other: (Description)		
Deferred Allowance (Amount)		
Deferred Allowance (Date)		

OPTIONS: Yes  No

Type	Location	Sq.Ft.	Term	Rate	Ntc. Date	Exp. Date	Comments
CANCEL	ROOF	0			1/31/2008		Auto RN unless either party term w/90 days prior written ntc to expiration date.

GUARANTORS: Yes  No

Name	Amount	Expiration	Comments

**CHARGES**  
**TRANCODE: RNT - BASE RENT**

TRANCODE: ABA - ABATEMENTS

From	To	Monthly	Annually	SQ. FT.	Monthly	Annually	SQ. FT.

TRANCODE: EOT - OPERATING COSTS

	Actual	Budget
Billing: M Q S A F		
Pre Bill/Current		
1st Billing		
Square Feet		
Is there esc. req.?		
Escal. Method		
Base Year		
Stop		
Cap		
Dividend		
Effective Date		
Review Method		

<u>EOT - Billing Rate Maintenance</u>		<u>Monthly</u>
<u>From</u> <u>Date</u>	<u>Thru</u> <u>Date</u>	

TRANCODE: ETA - REAL ESTATE TAXES

	Actual	Budget
Billing: M Q S A F		
Pre-Bill		
1st Billing		
Square Feet		
Is there esc. rec.?		
Escal. Method		
Base Year		
Stop		
Cap		
Dividend		
Effective Date		
Review Method		

**ETA - Billing Rate Maintenance**

<b>From Date</b>	<b>Thru Date</b>	<b>Monthly Amount</b>

**BUDGET ASSUMPTIONS:**

The 2005 Budget assumed the license agreement for the roof would renew @ a 3% increase for a term of 1 year. The budget assumed no Leasing Commission would be required in RN transaction.

**Budget Analysis: (Per square foot rates)**

MO/YR	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
Lease	3% Inc									
Budget	3% inc									

**COMMISSION CALCULATIONS:**

	Amount	%	Outside Broker Commission	%	Internal Broker Commission
Yr. 1	13,112.76				
Yr. 2	0.00				
Yr. 3	0.00				
Yr. 4	0.00				
Yr. 5	0.00				
Yr. 6					
Yr. 7					
Yr. 8					
Yr. 9					
Yr. 10					
Total	13,112.76		0.00		0.00

	BUDGET	ACTUAL	PAID
Pay Internal Broker	0.00	0.00	
Pay OSB	0.00	0.00	
OSB Company	None		
OS Broker	None		
Other - Broker	None		
CRM Property Mgr.	Theresa Slovick		

**APPROVALS:**

		Credit Information
Approved By		Manny Refidla "Owner"
Date		Per Amendment Auto Renewal 5/1/05
Lender Approval		Per Amendment Auto Renewal 5/1/05

\*\*\*\*\*  
\* LEASE EXTRACT APPROVED BY: DATE:  
\*  
\* Management  
\* Accounting  
\* Construction  
\* Legal  
\*  
\*\*\*\*\*

*Theresa Slovick* 3.23.05

Tenant Name: Verizon Wireless  
Tenant Code: 1105-roof  
Property Name: 105 West Madison  
Property Code: 1105

#### ADDITIONAL NOTES/TICKLER INFORMATION

**Miscellaneous Notes & Special Provisions:**  
(i.e., Additional Notice, Options, Other Charges & Pertinent Information)

## OFFICE BUILDING LEASE EXTRACT

PROPERTY CODE:	1105	TENANT CODE:	1105-roof	PREPARED BY:	Theresa Slovick
PROPERTY NAME:	105 West Madison			EXTRACT DATE:	3/22/2004

TENANT INFORMATION

Tenant / Assignee:	Chicago SMSA Limited Partnership	Unit	1105-roof
DBA / Assignor:	D/B/A Verizon Wireless	Square Feet	0
(Billing Name)	Verizon Wireless	Move In Date	5/1/1993
Address:	Attn: Network Real Estate Dept. 180 Washington Valley Road Bedminster, New Jersey 07921	Document Date	3/22/2002
		Commencement Date	5/1/1993
		Expiration Date	4/30/2005
		Term	12 Months
		Sec Deposit Req.	\$0.00
Contact No. for rent: (908) 3064378			
Telephones			
Office	(866) 862-4404	Home	
Fax	NA		

OTHER INFORMATION

Prorata Other	None	Base Yr. Other	None
Prorata Tax	None	Base Yr - Tax	None

TYPE OF LEASE:	New Lease	Renewal	<input checked="" type="checkbox"/> Expansion	<input type="checkbox"/> Relocation	<input type="checkbox"/> Storage
	Termination	Other			

Notes: NO P/R EXP; MO RENT PYMTS; AUTO 1 YR RN UNLESS EITHER PARTY TERMIN W/90 DAY PRIOR NTC TO EXP; RN RENT INC @ 3% EA. RN; UPON TERM OF AGREEMENT TNT TO REMOVE EQUIPT FR PROP W/I 30 DAYS AFTER TERMINATION.

Federal I.D. #	NA	SIC Code:	ANT
Last Renewal	5/1/2004	Business Class:	ANT

LANDLORD'S COSTS:

	Estimate	Budget
Improvements: PCE / Allowance	0.00	0.00
Tenant Contribution	0.00	0.00
Space Planning	0.00	0.00
Commissions: Outside Broker	0.00	0.00
Commissions: Internal Broker	0.00	0.00
Other: Lease Buyout		
Other: Moving Allowance		
Other: (Amount)	0.00	0.00
Other: (Description)		
Deferred Allowance (Amount)		
Deferred Allowance (Date)		

OPTIONS: Yes  No

Type	Location	Sq.Ft.	Term	Rate	Ntc. Date	Exp. Date	Comments
CANCEL	ROOF	0			1/31/2005		Auto RN unless either party term w/90 days prior written ntc to expiration date.

GUARANTORS: Yes  No

Name	Amount	Expiration	Comments

**CHARGES**

TRANCODE: ABA - ABATEMENTS

From	To	Monthly	Annually	SO. FT.	Monthly	Annually	SO. FT.

#### TRANCODE: EOT - OPERATING COSTS

	Actual	Budget
Billing: M Q S A F		
Pre Bill/Current		
1st Billing		
Square Feet		
Is there esc. rec.?		
Escal. Method		
Base Year		
Stop		
Cap		
Dividend		
Effective Date		
Review Method		

EOT - Billing Rate Maintenance

From Date	Thru Date	Monthly Amount

TRANCODE: ETA - REAL ESTATE TAXES

	Actual	Budget
Billing: M Q S A F		
Pre-Bill		
1st Billing		
Square Feet		
Is there esc. rec.?		
Escal. Method		
Base Year		
Stop		
Cap		
Dividend		
Effective Date		
Review Method		

## ETA - Billing Rate Maintenance

From Date	Thru Date	Monthly Amount

#### **BUDGET ASSUMPTIONS:**

The 2004 Budget assumed the license agreement for the roof would renew @ a 3% increase for a term of 1 year. The budget assumed no Leasing Commission would be required in RN transaction.

**Budget Analysis: (Per square foot rates)**

#### COMMISSION CALCULATIONS:

	Amount	%	Outside Broker Commission	%	Internal Broker Commission
Yr. 1	12,730.80				
Yr. 2	0.00				
Yr. 3	0.00				
Yr. 4	0.00				
Yr. 5	0.00				
Yr. 6					
Yr. 7					
Yr. 8					
Yr. 9					
Yr. 10					
<b>Total</b>	<b>12,730.80</b>		<b>0.00</b>		<b>0.00</b>

	BUDGET	ACTUAL	PAID
Pay Internal Broker	0.00	0.00	
Pay OSB	0.00	0.00	
OSB Company	None		
OS Broker	None		
Other - Broker	None		
CRM Property Mgr.	Theresa Slovick		

**APPROVALS:**

<b>Credit Information</b>	
Approved By	Manny Rafidia "Owner"
Date	Per Amendment Auto Renewal 5/1/04
Lender Approval	Per Amendment Auto Renewal 5/1/04

* LEASE EXTRACT APPROVED BY:		DATE:
<input type="checkbox"/> Management <u>Heresa</u> <u>3-22-04</u> <input type="checkbox"/> Accounting <input type="checkbox"/> Construction <input type="checkbox"/> Legal <input type="checkbox"/>		

**ADDITIONAL NOTES/TICKLER INFORMATION**

**Miscellaneous Notes & Special Provisions:**  
(i.e., Additional Notice, Options, Other Charges & Pertinent Information)

## OFFICE BUILDING LEASE EXTRACT

PROPERTY CODE:	1105	TENANT CODE:	1105-roof	PREPARED BY:	Theresa Slovick
PROPERTY NAME:	105 West Madison		EXTRACT DATE:	4/16/2003	

TENANT INFORMATION

Tenant / Assignee:	Chicago SMSA Limited Partnership	Unit	1105-roof
DBA / Assignor:	D/B/A Verizon Wireless	Square Feet	0
(Billing Name)	Verizon Wireless	Move In Date	5/1/1993
Address:	Attn: Network Real Estate Dept. 180 Washington Valley Road Bedminster, New Jersey 07921	Document Date	3/22/2002
		Commencement Date	5/1/1993
		Expiration Date	4/30/2004
		Term	12 Months
		See Deposit Req.	\$0.00
Contact No. for rent: (908) 3064378			
Telephones			
Office	(800) 862-4404	Home	
Fax	NA		

OTHER INFORMATION

Prorata Other	None	Base Yr. Other	None
Prorata Tax	None	Base Yr - Tax	None

TYPE OF LEASE:	New Lease	Renewal	<input checked="" type="checkbox"/> Expansion	<input type="checkbox"/> Relocation	<input type="checkbox"/> Storage
	Termination	Other			

Notes: NO P/R EXP; NO RENT PYMTS; AUTO 1 YR RN UNLESS EITHER PARTY TERMIN W/90 DAY PRIOR NTC TO EXP; RN RENT INC @ 3% EA. RN; UPON TERM OF AGREEMENT TNT TO REMOVE EQUIPT FR PROP W/I 30 DAYS AFTER TERMINATION.

Federal I.D. #	NA	SIC Code:	ANT
Last Renewal	5/1/2003	Business Class:	ANT

LANDLORD'S COSTS:

	Estimate	Budget
Improvements: PCE / Allowance	0.00	0.00
Tenant Contribution	0.00	0.00
Space Planning	0.00	0.00
Commissions: Outside Broker	0.00	0.00
Commissions: Internal Broker	0.00	124.00
Other: Lease Buyout		
Other: Moving Allowance		
Other: (Amount)	0.00	0.00
Other: (Description)		CMF Fee
Deferred Allowance (Amount)		
Deferred Allowance (Date)		

OPTIONS: Yes  No

Type	Location	Sq.Ft.	Term	Rate	Ntc. Date	Exp. Date	Comments
CANCEL	ROOF	0			1/31/2004		Auto RN unless either party term w/90 days prior written ntc to expiration date.

GUARANTORS: Yes  No

Name	Amount	Expiration	Comments

**CHARGES**

TRANCODE: ABA - ABATEMENTS

From	To	Monthly	Annually	SQ. FT.	Monthly	Annually	SQ. FT.

TRANCODE: EOT - OPERATING COSTS

	Actual	Budget
Billing: M Q S A F		
Pre Bill/Current		
1st Billing		
Square Feet		
Is there esc. rec.?		
Escal. Method		
Base Year		
Stop		
Cap		
Dividend		
Effective Date		
Review Method		

<u>EOT - Billing Rate Maintenance</u>		<u>Monthly</u>
<u>From</u>	<u>Thru</u>	
<u>Date</u>	<u>Date</u>	<u>Amount</u>

TRANCODE: ETA - REAL ESTATE TAXES

	Actual	Budget
Billing: M Q S A F		
Pre-Bill		
1st Billing		
Square Feet		
Is there esc. rec.?		
Escal. Method		
Base Year		
Stop		
Cap		
Dividend		
Effective Date		
Review Method		

<b>ETA - Billing Rate Maintenance</b>		
<b>From Date</b>	<b>Thru Date</b>	<b>Monthly Amount</b>

**BUDGET ASSUMPTIONS:**

The 2003 Budget assumed the license agreement for the roof would renew @ a 3% increase for a term of 1 year. The budget assumed an internal leasing commission would be paid at a rate of 1% of the total income (\$124); no LC required in RN transaction.

**Budget Analysis: (Per square foot rates)**

MO/YR	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
Lease	3% inc									
Budget	3% inc									

**COMMISSION CALCULATIONS:**

	Amount	%	Outside Broker Commission	%	Internal Broker Commission
Yr. 1	12,360.00				
Yr. 2	0.00				
Yr. 3	0.00				
Yr. 4	0.00				
Yr. 5	0.00				
Yr. 6					
Yr. 7					
Yr. 8					
Yr. 9					
Yr. 10					
Total	12,360.00		0.00		0.00

	BUDGET	ACTUAL	PAID
Pay Internal Broker	124.00	0.00	
Pay OSB	0.00	0.00	
OSB Company	None		
OS Broker	None		
Other - Broker	None		
CRM Property Mgr.	Theresa Sloviak		

**APPROVALS:**

	Credit Information
Approved By	Manny Rafidla "Owner"
Date	Per Amendment Auto Renewal 5/1/03
Lender Approval	Per Amendment Auto Renewal 5/1/03

\*\*\*\*\*  
\* LEASE EXTRACT APPROVED BY: DATE:  
\*  
\* Management Theresa Sloviak 4/16/03  
\* Accounting  
\* Construction  
\* Legal  
\*  
\*\*\*\*\*

Tenant Name: Verizon Wireless  
Tenant Code: 1105-roof  
Property Name: 105 West Madison  
Property Code: 1105

**ADDITIONAL NOTES/TICKLER INFORMATION**

**Miscellaneous Notes & Special Provisions:**  
(i.e., Additional Notice, Options, Other Charges & Pertinent Information)

## OFFICE BUILDING LEASE EXTRACT

PROPERTY CODE: 3105300 TENANT CODE: e1roof01 PREPARED BY: Theresa Slovick  
 PROPERTY NAME: 105 West Madison EXTRACT DATE: 4/5/02

## TENANT INFORMATION

Tenant / Assignee: Chicago SMSA Limited Partnership Unit roof  
 DBA / Assignor: D/B/A Verizon Wireless Square Feet 0  
 (Billing Name) Verizon Wireless Move In Date 5/1/93  
 Address: Attn: Network Real Estate Document Date 3/22/02  
 180 Washington Valley Road Commencement Date 6/1/93  
 Bedminster, New Jersey 07921 Expiration Date 4/30/03  
 Term 1 Year  
 Sec Deposit Req. 0.00

## Telephones

Office

(866) 862-4404

Home

Fax

CONTACT # (908) 304-4378

## OTHER INFORMATION

Prorata Other	NA	Base Yr. Other	NA
Prorata Tax	NA	Base Yr - Tax	NA

TYPE OF LEASE: New Lease  Renewal  Expansion  Relocation  Storage   
 Termination  Other  Renewal & Expansion of Antenna License Agreement

Notes: NO P/R EXP; NO RENT PYMTS; AUTO 1 YR RNWLS UNLESS EITHER PARTY TERMIN W/90 DAY PRIOR NTC  
 TO EXP; RNWL RENT INC @ 3% EA. RN; UPON TERM OF AGREEMENT TNT TO REMOVE EQUIPT FR PROP W/I 30 DAYS  
 AFTER TERMIN.

Federal I.D. # NA Business Type: 850  
 Last Renewal 5/1/02 Overage Rent: \_\_\_\_\_

## LANDLORD'S COSTS:

	Estimate	Budget
Improvements: PCE / Allowance	0	0
Tenant Contribution	0	0
Space Planning	0	0
Commissions: Outside Broker	0	0
Commissions: KWP	240.00	120.00
Other: Lease Buyout	0	0
Other: Moving Allowance	0	0
Other: (Amount)	0	0
Other: (Description) CMF FEE	0	0
Deferred Allowance (Amount)	0	0
Deferred Allowance (Date)	0	0

OPTIONS: Yes  No

Type	Location	Sq.Ft.	Term	Rate	Ntc. Date	Exp. Date	Comments
TRM	Roof	-	NA		1/31/03	NA	Auto RN unless either party term w/90 day prior written ntc to expiration

GUARANTORS: Yes  No

Name	Amount	Expiration	Comments



**BUDGET ASSUMPTIONS:**

THE 2002 BUDGET ASSUMED A RN FOR 1YR W/A BUDGETED ANNUAL PYMT OF \$6,000; KWP LC BUDGETED AT 2%, \$120.00.

**Budget Analysis: (Per square foot rates)**

MO/YR	(Annual Rate)									
	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
Lease	12,000.00									
Budget	6,000.00									

**COMMISSION CALCULATIONS:**

	Amount	%	OSB Commission	%	KWP Commission
Yr. 1	12,000.00		No O/S Broker	2	240.00
Yr. 2					
Yr. 3					
Yr. 4					
Yr. 5					
Yr. 6					
Yr. 7					
Yr. 8					
Yr. 9					
Yr. 10					
Total	12,000.00				240.00

**COMMISSION DISBURSEMENTS:**

	BUDGET	ACTUAL	DATES PAID
Pay KWP	120.00	240.00	4-29-02 (K# 112)
Pay OSB	0.00	0.00	
OSB Company OS Broker	NA		
KWP Leasing Mgr.	Joseph C. Stevens		
KWP Property Mgr.	Theresa Slovick		

**APPROVALS:****REGIONAL MANAGER APPROVAL (DAM Sheet):**

Approved By \_\_\_\_\_  
Date \_\_\_\_\_  
Lender Approval \_\_\_\_\_

**Credit Information**

Manny Rafida "Owner" CR Madison, LLC  
Approved by Owner on 3/28/02  
Owner signed agreement on 4/5/02

Date

**PORTFOLIO MANAGER APPROVAL (DAM Sheet):**

Approved By \_\_\_\_\_  
Date \_\_\_\_\_

**Hazardous Materials Modifications**

NA

Date

**\* \* \* \* \* LEASE EXTRACT APPROVED BY:**

DATE:

\* \* \* \* \*  
 \* Leasing \_\_\_\_\_  
 \* Management \_\_\_\_\_ 4/5/02  
 \* Accounting \_\_\_\_\_  
 \* Construction \_\_\_\_\_  
 \* Legal \_\_\_\_\_  
 \* \* \* \* \*

Tenant Name: Chgo SMSA Limited Partnership  
 Tenant Code: e1roof01  
 Property Name: 105 W. Madison  
 Property Code: 3105300

ADDITIONAL NOTES/TICKLER INFORMATION

**Miscellaneous Notes & Special Provisions:**  
(i.e., Additional Notice, Options, Other Charges & Pertinent Information)

**DESCRIPTION**

DATE

**SHORT DESCRIPTION**

- \* Existing antenna located on the exterior portion of the 2nd floor on the North East corner of the property.
- \* Additional antenna located on the East corner of the elevator penthouse located on the roof of the property; coaxial cable ran from the basement to the roof along the West elevation, along the fire escape, of the property.
- \* Equipment also located in the sub-basement (see drawings).

\* Rental payments are to be monthly rather than annually, effective the date of the renewal (5/1/02).

\* The term of this agreement will renew automatically unless either party notifies the other of the intent to terminate agreement with (90) days notice prior to expiration.

\* Each renewal term will have a 3% rent increase.

\* All costs associated with installation, maintenance and removal of equipment will be the responsibility of the Tenant.

\* Removal of the antenna and equipment shall be completed w/i 30 days after termination of this agreement.

**BUDGET ASSUMPTIONS:**

THE 2002 BUDGET ASSUMED A FN FOR 1YR W/A BUDGETED ANNUAL PYMT OF \$6,000. KWP LC BUDGETED AT 2%, \$120.00.

## Budget Analysis: (Benevolent Assumption)

NO/YR	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
Leads	12,000.00									
Budget	6,000.00									

(Annual Basis)

**COMMISSION CALCULATIONS:**

	Amount	%	USC Commission	%	KWP Commission
Yr. 1	12,000.00		No O/S Broker	2	240.00
Yr. 2					
Yr. 3					
Yr. 4					
Yr. 5					
Yr. 6					
Yr. 7					
Yr. 8					
Yr. 9					
Yr. 10					
Total	12,000.00				240.00

**COMMISSION DISBURSEMENTS:**

	BUDGET	ACTUAL	DATES PAID
Pay KWP	120.00	240.00	
Pay QSS	0.00	0.00	
QSS Company	NA		
QSS Broker			
KWP Leasing Mgr.	Joseph C. Stevens		
KWP Property Mgr.	Thomas Slovick		

**APPROVALS:**

## REGIONAL MANAGER APPROVAL (DAM Sheet):

Approved By: Manny Rafida, Owner CR Madison, LLC  
Date: Approved by Owner on 5/28/02  
Lender Approval: Owner signed agreement on 4/5/02

## Credit Information

## PORTFOLIO MANAGER APPROVAL (DAM Sheet):

Approved By: NA  
Date: None

## New/Mod. Mandate Modifications

\*\*\*\*\*  
- LEASE EXTRASY APPROVED BY: John Stevens DATE: 4/5/02  
- Leasing Management: John Stevens 4/5/02  
- Accounting: John Stevens 4/5/02  
- Construction: John Stevens 4/5/02  
- Legal: John Stevens 4/5/02  
\*\*\*\*\*

Tenant Name: Chicago Shiba Limited Partnership  
Tenant Code: 1060031  
Property Name: 106 W. Madison  
Property Code: 3106500

**FMHC Corporation**  
Real Estate Consultants to the Communications Industry

**VIA AIRBORNE EXPRESS**

March 18, 2002

Kennedy-Wilson Properties, LTD  
105 W. Madison, Suite 402  
Chicago, IL 60602

Attention: Ms. Theresa A. Slovick

**RE: Verizon Wireless Revised Drawings**

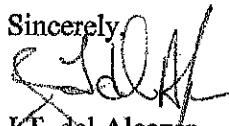
Dear Ms. Slovick,

Pursuant to our telephone conversation this afternoon, enclosed please find two revised construction drawings.

As you will note, we have accommodated and addressed all of your redline requests per the telephone conference call on Monday afternoon between our architect John McMillan and your Building Engineer.

If you have any questions, please do not hesitate to call me at the number listed below.

Sincerely,

  
J.T. del Alcazar  
FMHC Corporation

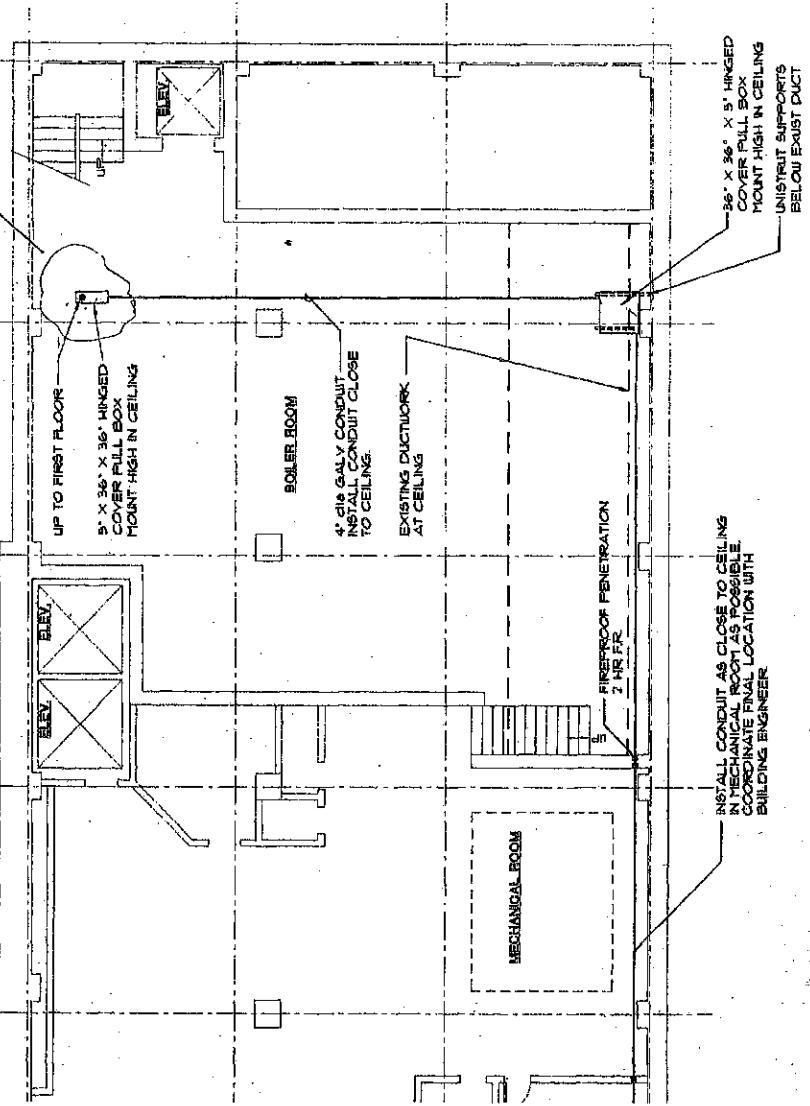
*This was approved  
by John  
on 3/21/02.*

CLEAR TIE CHECK  
(8) CEILING WEIGHT

(7)

(6)

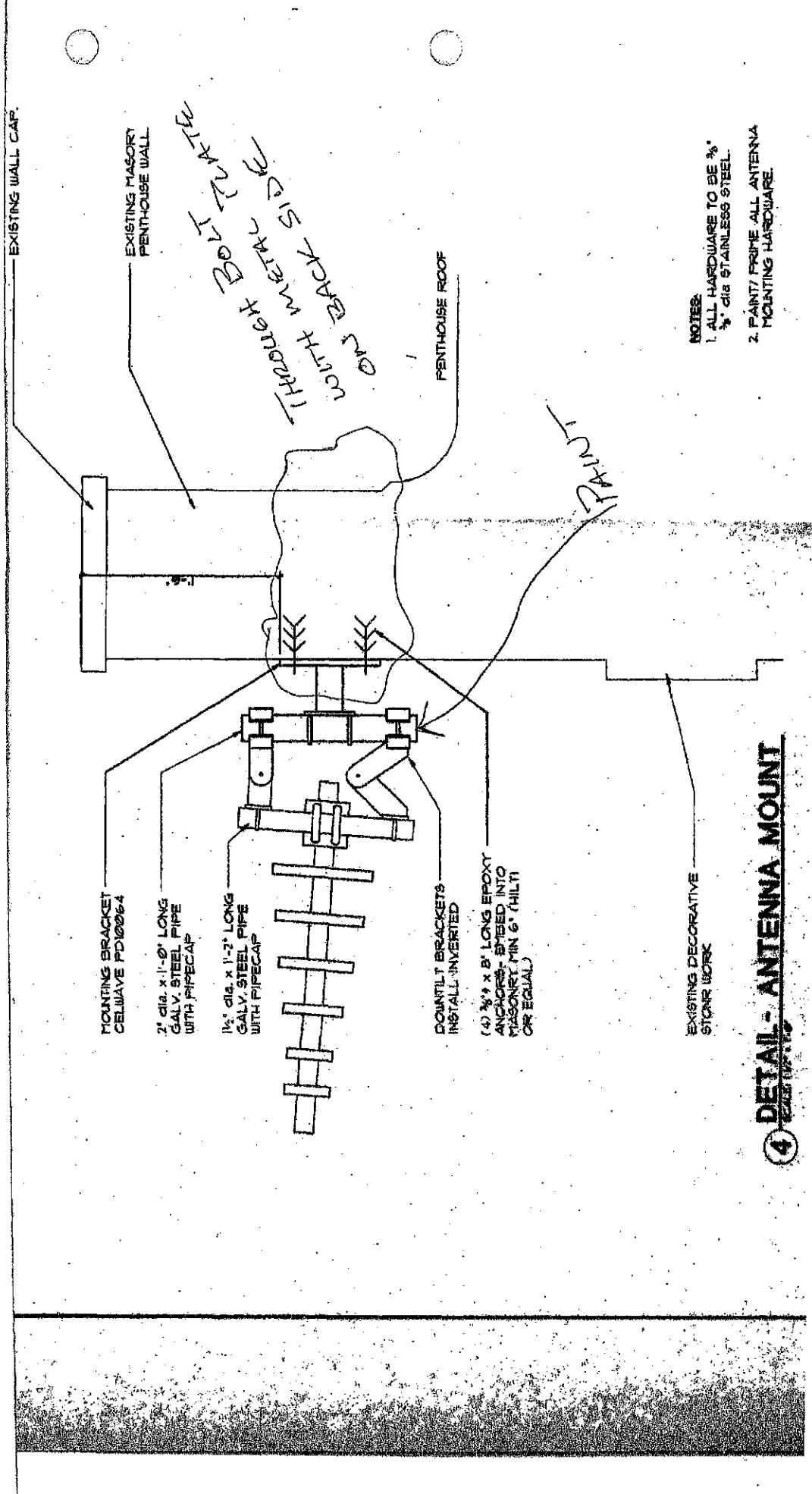
(4)



SUB BASEMENT PLAN

# A-1

A-3  
P-3



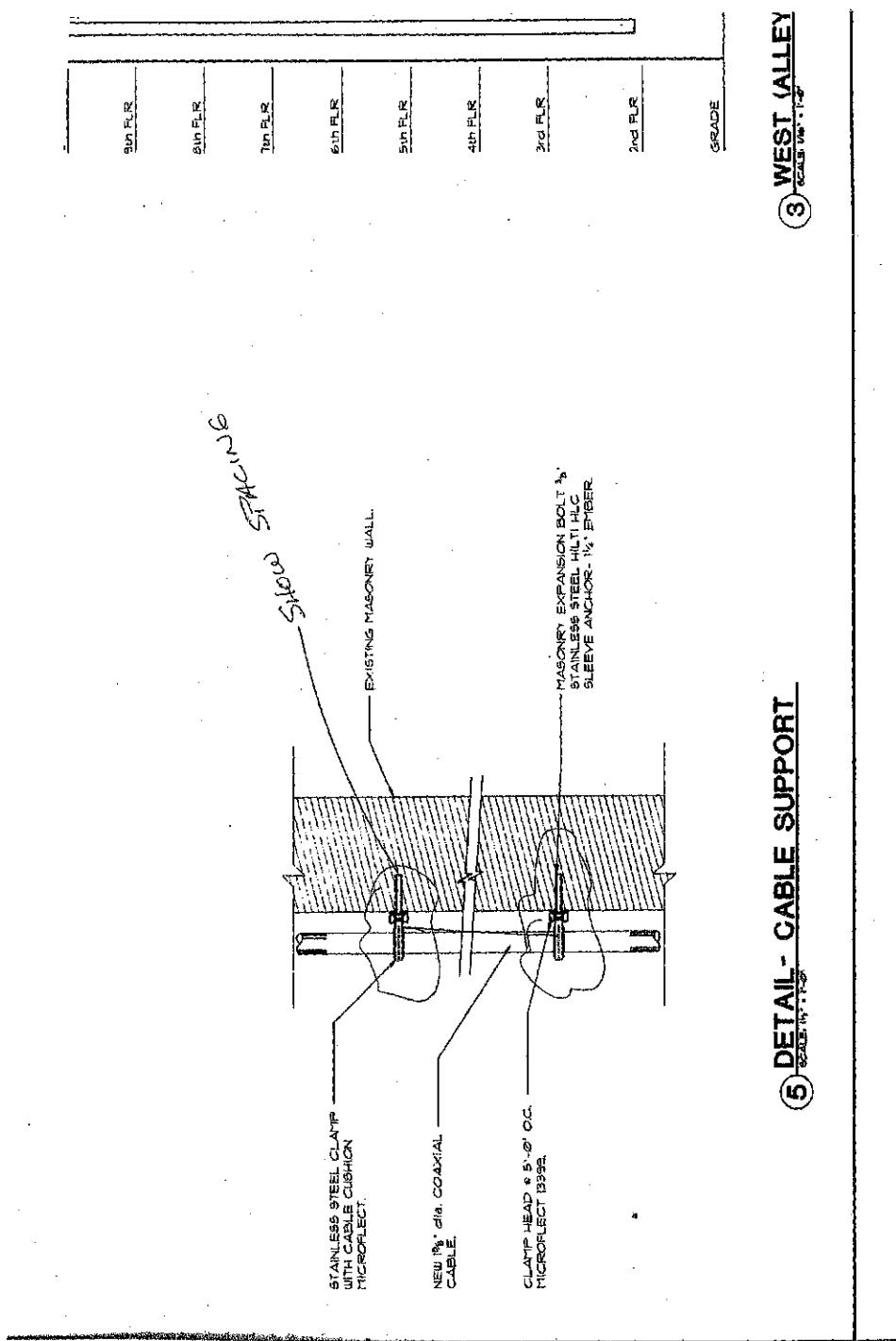
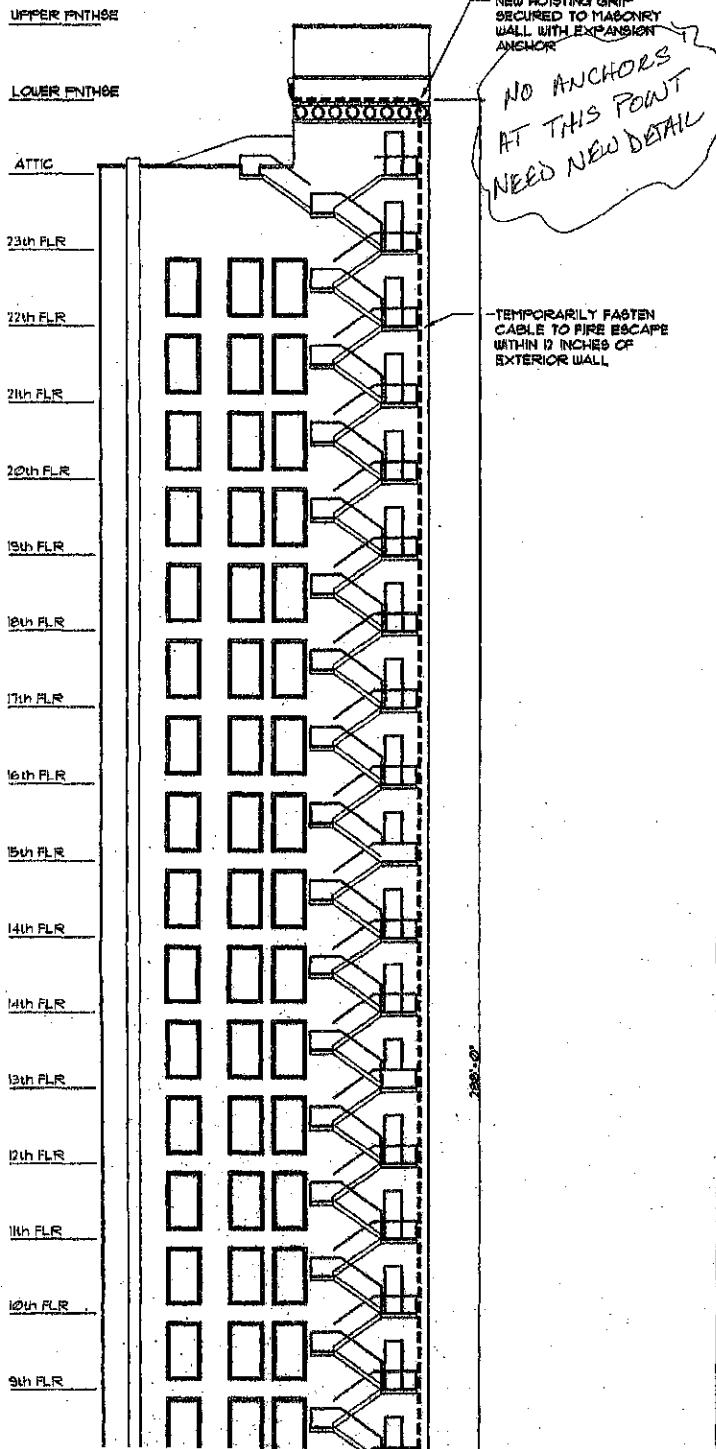


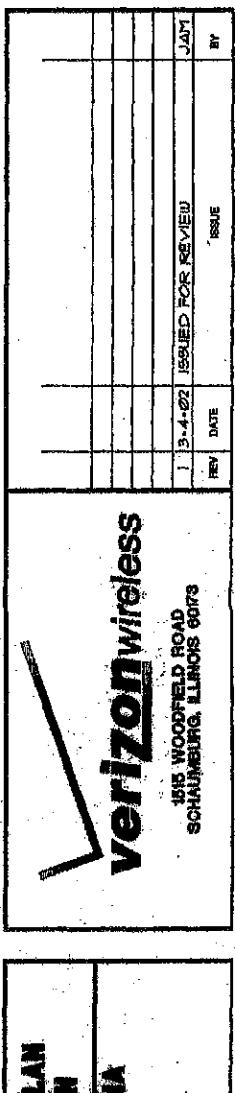
Fig A-3



**Madden + McMillan Architects**

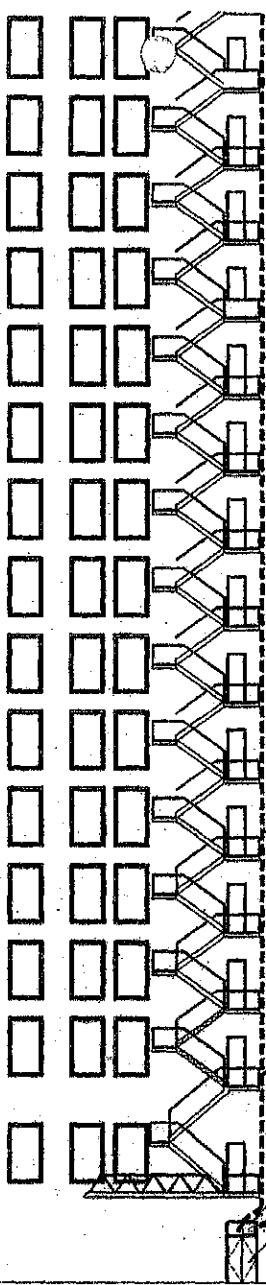
Architecture Engineering

2188 Gladsome Court, Suite C  
Glen Ellyn Heights, IL 60139  
(630) 539-6100 Fax: (630) 539-1287



WEST ALLEY ELEVATION  
Pg A-3

15th FLR  
14th FLR  
13th FLR  
12th FLR  
11th FLR  
10th FLR  
9th FLR  
8th FLR  
7th FLR  
6th FLR  
5th FLR  
4th FLR  
3rd FLR  
2nd FLR  
GRADE



2000-02

- EXPOSED COAXIAL CABLE  
FASTENED TO EXTERIOR WALL.  
SEE DETAIL B, THIS SHEET

- EXISTING FIRE ESCAPE.

- EXTEND NEW 4" CONDUIT  
THROUGH SHEET METAL PANEL ABOVE DOORS.

- EXISTING DOORS.

GRADE

③ WEST (ALLEY) ELEVATION

SCALE 1/8" = 1'-0"

THICKET WALL  
ONLY

<b>SUB-BASEMENT FLOOR PLAN</b>	
<b>SITE MCKINNEY ANTENNA</b>	
DESIGNER	PROJECT
PROJ. NO. 020-44850-045	LOCATION NO. 03005932745
108 W. Madison Chicago, Illinois 60606	

JOB NR 0212	DATE: 2-15-02
DRAWN: JAM	CHECKED: JAM
SHEET NUMBER	

**A-3**

181	verizon wireless
1810 WOODFIELD ROAD	
SCHAUMBURG, ILLINOIS 60173	

KENNEDY-WILSON

March 15, 2002

FMHC Corporation  
Mr. J.T. Del Alcazar  
1535 N. Elston Ave.  
Chicago, IL 60622

Re: 105 West Madison – Chicago, IL  
Comments for Additional Cable & Antenna.

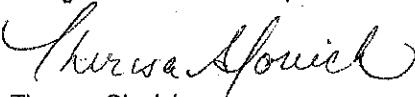
Dear Mr. Del Alcazar:

Enclosed please find one (1) full size drawing that was reviewed by the engineer with comments. Please review and make appropriate changes and forward back to my attention for approval.

If you should have any questions, please feel free to contact me.

Sincerely,

Kennedy-Wilson Properties, Ltd.  
As Agent for CR Madison, LLC

  
Theresa Slovick  
Property Manager

Enclosure (1)



# LETTER OF TRANSMITTAL

1993

MR. DAN NOFTZ  
HAY MEN RESOURCE CO.  
105 W. MADISON STE 1000  
CHICAGO, IL 60602

DATE:

21 MAY 1993

## PROJECTS

MADISON / CLARK

**PROJECT NO.**

9342

**LOCATION:**

FED EX

VIAE

QUANTITY	DESCRIPTION	STATUS
1	<u>COPY OF MICROCELL ANTENNA INSTALLATION BUGS</u>	A

**REMARKS:** \_\_\_\_\_  
\_\_\_\_\_

**COPIES.**

CHRISTINE THIEME - ANDI  
file

四

JOE DELISI

STATUS CORER

**A** FOR REVIEW  
**B** FOR APPROVAL  
**C** FOR SIGNATURE  
**D** FOR COMMENTS  
**E** FOR FILES  
**F** PER YOUR REQUEST  
**G** FOR YOUR INFORMATION  
**H** FOR DISTRIBUTION  
**I** FOR BID  
**J** FOR CONSTRUCTION  
**K** FOR FABRICATION  
**L** APPROVED  
**M** APPROVED-AS-NOTED  
**N** NOT APPROVED  
**O** RESUBMIT  
**P** OTHER

Incoming Correspondence



PO Box 4845  
Trenton, NJ 08650

Addressee: Kennedy Wilson Properties Ltd  
Attn Property Manager  
105 West Madison Suite 402  
Chicago, IL 60602

February 8, 2002

Re: CELLULAR/PCS/PAGING CONTRACT  
Contract Number: 27992  
Site designation: Wgl Sbarro (M)  
Property Location: 105 W Madison  
Chicago, IL 60602

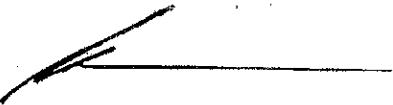
Dear Sir or Madam:

This letter is to advise you that the other party to the above Agreement now does business as Verizon Wireless. The actual entity which is the other party of your Agreement has not changed, but rather, only the name under which it does business has been altered to Verizon Wireless. Verizon Wireless is the largest wireless communications provider in the United States and has a footprint covering more than 90% of the United States population.

For your convenience, we have added the toll free number of (866) 862-4404 to use in reaching Verizon Wireless should you have any questions concerning your contract with Verizon Wireless.

*Print.*  
Effective as of this date, please direct all future notices to the other party to your Agreement to Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate.

Very truly yours,

  
Steven R. Wechsler  
Associate Director - Network Real Estate

Certified Number: 71002367761000082376



Verizon Wireless  
1515 Woodfield Road  
Suite 1400  
Schaumburg, Illinois 60173

July, 2000

### CHANGE TO NOTICE SECTION

RE: Lease for Cell Site

Effective June 30, 2000, GTE Wireless and Ameritech Cellular™ have become part of the joint venture known as Verizon Wireless. The Tenant under your lease will remain the same. Tenant is utilizing Verizon Wireless for the issuance of rent checks on all cell sites. Therefore, your rent checks will come directly from Verizon Wireless.

Per the Notice Section of the lease, Tenant hereby notifies landlord that all notices, requests, demands, and other writings required under the lease be addressed as follows:

ATTN: Real Estate Dept.-Network  
Verizon Wireless  
1515 Woodfield Rd., 10<sup>th</sup> Floor  
Schaumburg, IL 60173  
FAX: 847-706-7415

With a copy to:

ATTN: Legal Dept.  
Verizon Wireless  
1515 Woodfield Rd., 9<sup>th</sup> Floor  
Schaumburg, IL 60173  
FAX: 847-706-7601

Please make a note of these addresses, as they may be different than those contained in your lease.

**PANEL "A"**

		CORRECTED (if checked) →	
PAYER'S name, street address, city, state, ZIP code, and telephone no.		1 Rents \$ 2951.70	
GTE MOBILNET SERVICE CORP ACCOUNTS PAYABLE (915) 947-1528 PO BOX 1001 SAN ANGELO, TX 76902-1001		OMB No. 1545-0115	
PAYER'S Federal identification number		2 Royalties \$ 0.00	
061078172		3 Other income \$ 0.00	
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code		4 Federal income tax withheld \$ 0.00	
KENNEDY WILSON PROPERTIES LTD 105 WEST MADISON SUITE 402 CHICAGO, IL 60602		5 Fishing boat proceeds \$ 0.00	
PAYER'S account number (optional)		6 Medical and health care payments \$ 0.00	
R9690079		7 Nonemployee compensation \$ 0.00	
PAYER'S 2nd TIN No.		8 Substitute payments in lieu of dividends or interest \$ 0.00	
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ►	
		10 Crop insurance proceeds \$ 0.00	
		11 State income tax withheld \$ 0.00	
		12 State/Payer's state number 13 \$ 0.00	

Department of the Treasury - Internal Revenue Service

**Copy 2**  
To be filed  
with  
recipient's  
state income  
tax return,  
when  
required.

**PANEL "B"**

		CORRECTED (if checked) →	
PAYER'S name, street address, city, state, ZIP code, and telephone no.		1 Rents \$ 2951.70	
GTE MOBILNET SERVICE CORP ACCOUNTS PAYABLE (915) 947-1528 PO BOX 1001 SAN ANGELO, TX 76902-1001		OMB No. 1545-0115	
PAYER'S Federal identification number		2 Royalties \$ 0.00	
061078172		3 Other income \$ 0.00	
RECIPIENT'S name, street address (including apt. no.), city, state, and ZIP code		4 Federal income tax withheld \$ 0.00	
KENNEDY WILSON PROPERTIES LTD 105 WEST MADISON SUITE 402 CHICAGO, IL 60602		5 Fishing boat proceeds \$ 0.00	
PAYER'S account number (optional)		6 Medical and health care payments \$ 0.00	
R9690079		7 Nonemployee compensation \$ 0.00	
PAYER'S 2nd TIN No.		8 Substitute payments in lieu of dividends or interest \$ 0.00	
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale ►	
		10 Crop insurance proceeds \$ 0.00	
		11 State income tax withheld \$ 0.00	
		12 State/Payer's state number 13 \$ 0.00	

**Copy B**  
**For Recipient**  
This is important tax  
information and is  
being furnished to  
the Internal Revenue  
Service. If you are  
required to file a  
return, a negligence  
penalty or other  
sanction may be  
imposed on you if  
this income is taxable  
and the IRS  
determines that it has  
not been reported.

Form 1099-MISC

(Keep for your records.)

Department of the Treasury - Internal Revenue Service

FROM:

SEE REVERSE SIDE FOR  
OPENING INSTRUCTIONS

GTE MOBILNET SERVICE CORP.  
ACCOUNTS PAYABLE (915) 947-1528  
PO BOX 1001  
SAN ANGELO, TX 76902-1001

HOMETOWN OF PRES. GEORGE W BUSH 01/31/01



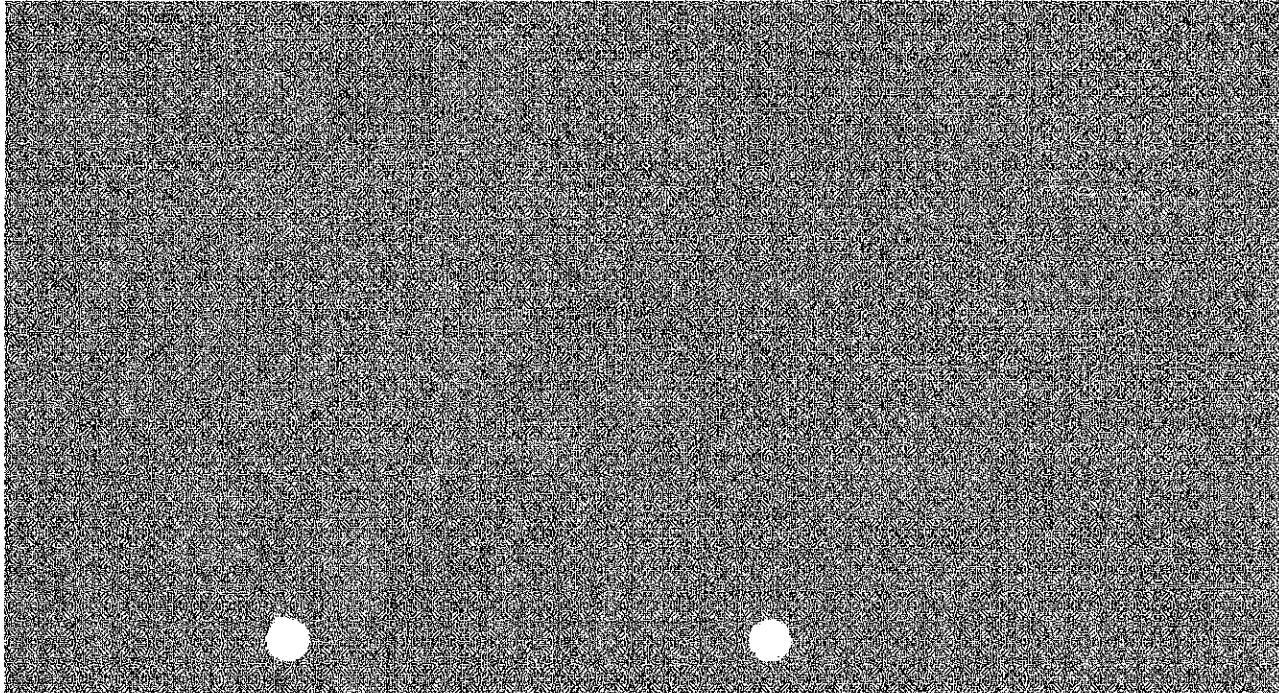
FIRST-CLASS MAIL

**Important Tax Document Enclosed**

KENNEDY WILSON PROPERTIES LTD

105 WEST MADISON SUITE 402  
CHICAGO, IL 60602

68690-4603-13





Teleport Communications Group  
Sears Tower  
233 South Wacker Drive, Suite 2100  
Chicago, IL 60606  
Tel: 312.705.9800  
Fax: 312.705.9801

July 16, 1998

Heitman Properties LTD.  
ATTN: Office of the Building  
105 W. Madison  
Chicago, IL 60601

To Whom It May Concern:

Enclosed is an updated **TCG Employee Access List**. The names listed have been authorized to enter your facility at any time and perform work duties on premise where TCG equipment and/or cables are located. Occasionally, we will need 24- hour access in case of equipment failure, etc. To facilitate this an **updated TCG escalation list is enclosed for use in case of problems or emergencies**. Please forward these documents to the correct party so your records can be amended accordingly.

TCG is updating files.. Please provide the following information as indicated on the form provided and return to TCG, ATTN Jackie Truman, Operations Senior Administrator:

- Contact Person
- Phone Number
- Fax

I hopefull the attached information can be used by you and your staff as an effective resource tool. As always, if you have any questions or require any assistance, please feel free to contact me at (312) 705-9921.

Thank you,

A handwritten signature in black ink, appearing to read "Jackie Truman".

Jackie Truman  
Chicago Operations Department

JT  
attachments

*Sent  
7/21/98.*



## Teleport Communications Group INFORMATION UPDATE

➤ CONTACT PERSON	Alan Rosenberg
➤ ADDRESS	105 West Madison Chicago, IL 60602
➤ PHONE	312-759-8901
➤ FAX	312-759-8904

Please return information to:

Jackie Truman  
TCG Operations Department  
233 S. Wacker, Suite 2100  
Chicago, IL 60606  
Fax: 312-705-9836  
Office: 312-705-9921

# TCG Chicago Operations

(24 hour) Access list  
as of 07/17/98

Richard Eastman, Real Estate Manager

Verne Sliger - Operations Director

Pam Lamb - Service Consultant

Brian Thomas - Switch Project Analyst

Scott Finney - Director, Carrier Relations

Jim Bronsberg - Operations Supervisor (acting)

JK Sattler - Inside Plant Technician

Michael Seyssens - Inside Plant Technician

Bill Nabasny - Inside Plant Technician

Jack Abel - Inside Plant Technician

Sharon Greenberg - Inside Plant Technician

Kevin Mitchell - Inside Plant Technician

Mike Poliakon - Inside Plant Technician

Clay Cummins - Inside Plant Technician

Joe Karalow - Inside Plant Technician

Hakan Esme - Inside Plant Technician

Kim Sprouts - Inside Plant Technician

Irving Brown - Manager Engineering Inside Plant

(Supported by Verne Sliger)

Arthur Davis - Engineering/Facilities Manager

Fred Ford - Associate Project Manager

Linda Lang - Associate Project Manager

Bob Crawford - Data Technician

Carl Ford - Applications Engineer

Darci Stratton - Applications Engineer

Richard Sievers - Applications Engineer

George Saraceno - Applications Engineer

Bob Bortocet - House Pairs Administratoin

Monica Westbrook - Applications Engineer

Thomas Leggins - Applications Engineer

Janis Conklin - Inventory Coordinator

Dan Healy - Inventory  
Gerry Lucas - Inside Plant Technician/Installation  
Dave Iem - Video Engineer

**Terry Dudgeon** - Supervisor Switch Services  
(Supported by Verne Sliger)  
Keith McGee - Switch Technician  
Ken Packer - Switch Technician  
Todd Lee - Switch Technician  
Janet Shoemaker - Switch Technician

**Harold Kittrell** - Manager Outside Plant  
(Supported by Verne Sliger)  
Bruce Pacey - Outside Plant Supervisor  
James Martin - Outside Plant Engineer  
Andy Kolosowski - Associate Engineer  
Lynda Campbell - CMS Project Manager  
Earnest Earthman - CAD Technician  
Kenneth Harris - Outside Plant Technician  
Victor Meaux - Outside Plant Technician  
Mario Loja - Outside Plant Technician  
Fernando Escalante - Outside Plant Technician  
Ellice Herman - Outside Plant Technician  
Scott Keck - Outside Plant Technician  
David Gerkitz - Outside Plant Technician  
Allen Barber - Outside Plant Technician  
Tony Howell - Outside Plant Technician  
Marcus Bryant - Outside Plant Technician

**Please update your records accordingly.**



October 22, 1996

MS. ELSIE SALAS  
HEITMAN PROPERTIES, LTD.  
105 W. MADISON, SUITE 1001  
CHICAGO IL 60602

RE: Billing Address Change  
Our Site Code: CHI-GK 138 o 1380

Dear MS. ELSIE SALAS:

Please note that the address for all correspondence or invoices regarding the payment of rent or real estate taxes has been changed as follows:

Ameritech Cellular & Paging Services  
2000 W. Ameritech Center Drive  
Hoffman Estates, IL 60195-5000  
Attn: Valerie Cardinallo, Location 3F45B

All notices and legal correspondence should continue to be sent to the following address:

Ameritech Cellular & Paging Services  
Attn: Legal Department, Location 3H82  
2000 W. Ameritech Center Drive  
Hoffman Estates, IL 60195-5000

If you have any questions, please feel free to contact me at (800) 572-4776 or (847) 765-5840.

Sincerely,

A handwritten signature in cursive ink that reads "Valerie Cardinallo".

Valerie Cardinallo  
Assistant Manager, FCC/Property Leases

# CHICAGO SMSA LIMITED PARTNERSHIP

Ameritech Mobile Phone Service of Chicago, Inc.

## General Partner

Ameritech Center Building  
2000 West Ameritech Center Drive  
Hoffman Estates, Illinois 60195-5000  
(708) 706-7600  
FAX (708) 765-3700

November, 1994

## CHANGE TO NOTICE SECTION

Per the Notice Section of the lease, Tenant hereby notifies Landlord that all notices, requests, demands and other writings be sent to Tenant at the following address:

Chicago SMSA Limited Partnership  
c/o Ameritech Cellular Services  
Real Estate Department  
1515 Woodfield Road, Suite 1400  
Schaumburg, IL 60173

With a copy to:

Ameritech Cellular Services  
Legal Department, 3H82  
2000 W. Ameritech Center Drive  
Hoffman Estates, IL 60195-5000

If you have any questions concerning this notice, please call Carol Boyer, 708-765-5736.

Outgoing Correspondence

12,360.00 Current year rate      Annual increases of:      3%

4,120.00 4 Mos      1/1/2004 4/30/2004

(101.95) Subtract current open credit balance

12,730.80 Year 1      5/1/2004 4/30/2005

13,112.72 Year 2      5/1/2005 4/30/2006

13,506.11 Year 3      5/1/2006 4/30/2007

13,911.29 Year 4      5/1/2007 4/30/2008

14,328.63 Year 5      5/1/2008 4/30/2009

71,607.60

2,027.69 Plus 3% incentive fee for completing a 5 year lease

73,635.28

Michael Yaker.

847-991-2100 x-242

## Theresa

**From:** Theresa [tas\_crmadison@ameritech.net]  
**Sent:** Friday, June 27, 2003 1:08 PM  
**To:** 'jtdelalcazar@fmhc.com'  
**Subject:** RE: 105 W. Madison/VerizonWireless\_New Fiber

J.T. I will be on vacation from July 3rd through July 7th. If you would like to meet on Monday or Tuesday of next week, that would be fine, I am available throughout the day. Otherwise, we can meet on the 8th in the AM. Please let me know which day would work and what time is convenient.

Also, if Verizon is sub-contracting out the installation of the conduit, I need to know what the company name is. We can discuss further when we meet.

Theresa Slovick  
e-mail: tas\_crmadison@ameritech.net  
Office: (312) 759-8901  
Fax: (312) 759-8904

-----Original Message-----

From: J.T. del Alcazar [mailto:jtdelalcazar@fmhc.com]  
Sent: Friday, June 27, 2003 9:18 AM  
To: tas\_crmadison@ameritech.net  
Subject: 105 W. Madison/VerizonWireless\_New Fiber  
Importance: High

1/9  
2pm

Can we meet at your building to discuss this installation?

To respond to your question, Verizon would be installing the conduit and Ameritech would install the new fiber inside of the conduit.

Please let me know what date is good for you.

J.T. del Alcazar  
FMHC Corporation  
773-395-5110 direct  
773-395-3464 fax  
312-286-1700 mobile

\*\*\*\*\*

INFORMATION CONTAINED IN THIS E-MAIL TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL. IF YOU ARE NOT THE INTENDED RECIPIENT, DO NOT READ, DISTRIBUTE OR REPRODUCE THIS TRANSMISSION (INCLUDING ANY ATTACHMENTS). IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE NOTIFY THE SENDER BY E-MAIL REPLY.

-----Original Message-----

From: Kris Chambers [mailto:kchambers@fmhc.com]  
Sent: Wednesday, June 25, 2003 10:00 PM  
To: Jtdelalcazar  
Subject: Sbarro

Thanks,  
Kristopher Chambers  
FMHC Corporation  
(773) 395-8800 Office  
(708) 227-3587 Mobile

