

ANTENNA SITE LEASE

LANDLORD

Name: **D.S. America, Inc.**, a California corporation

Address: 5110 Tollview Road
Rolling Meadows, IL 60008
Attention: President

TENANT

Name: **Pinnacle Towers Inc.**, a Delaware Corporation

Address: 301 North Cattleman Road
Sarasota, Florida 34232
Attn: Ben Gaboury

Site Number: 0400-995

Site Location: 5110 Tollview Road, Rolling Meadows, IL 60008

Coordinates: Latitude: 42-03-35 **N** Longitude: 88-01-28 **W**

Ground Elevation: 710'

Tower Height: 280'

Initial Term: Three (3) Years

Commencement Date: 6-1-00

Extension Term: Two (2) Successive Three (3) Year Terms

Extension Notice Due: Notice of the exercise of an option to extend the Term shall be delivered by Pinnacle to Landlord, in writing, not less than six (6) months nor more than fifteen (15) months prior to expiration of the initial Term or the previous Extension Term, as applicable.

Rental Per Month: Sixty-Five Percent (65%) of the Gross Monthly License Fees payable by Licensees

Legal Description: See Exhibit "A" attached hereto and made a part hereof.

(1) Notices. Any notice or demand required or permitted to be given or made hereunder shall be in writing, and deemed to be sufficiently given or made by certified mail, return receipt requested, in a sealed envelope postage prepaid, addressed in the case of Pinnacle as set forth on the first page of this Lease, and addressed in the case of the Landlord as set forth on the first page of this Lease. Any such demand or notice shall be deemed to have been given or made at the time it is deposited in the United States mails. Pinnacle or the Landlord may from time to time designate any other address for this purpose by written notice to the other party.

(2) Lease of Site. Landlord hereby leases the Site as described on Exhibit "A" Lease Schedule 1 attached hereto and made a part hereof (the "**Site**"), and further grants the right of access to and from the Site to Pinnacle, as described on Exhibit "A" Lease Schedule 2 attached hereto and made a part hereof, in accordance with Paragraph (4) below. Subject to the terms of this Lease, access to the Site shall be made available to Pinnacle, its subtenants and/or licensees and their respective contractors free of charge, twenty-four (24) hours per day, seven (7) days per week subject to Landlord's reasonable security measures. Copies of any required easements will be attached to and made part of this Lease. Pinnacle's access to the Site shall be limited to those persons whose names shall be supplied by Pinnacle to Landlord in writing upon the execution of this agreement, and replacements therefor, whose names are supplied by Pinnacle to Landlord in writing from time to time. Arrangements for access to the Site shall be made with and through Landlord, or its designee, with prior notice being given to Landlord for routine visits, installation, and maintenance.

(3) Amendment; Waiver. No revision of this Lease shall be valid unless made in writing and signed by an Area Manager or higher authority of Pinnacle and by an authorized agent of Landlord. No provision may be waived except in a writing signed by the party to be charged with such waiver.

(4) Use of Site.

A. The Site is to be used for the installation, operation and maintenance of all radio, television, microwave, and other radio frequency ("**RF**") transmitters and/or receivers and other related RF Equipment which operate in the frequency range between 50 KHz and 35 GHz which are located on and operated at the Site (which may be passive and/or active) and mounting structures (all such transmitters and/or receivers and related RF Equipment and mounting structures [if any] is hereinafter collectively referred to as "**RF Equipment**"). Pinnacle shall have the right to install upon the Site antennas and other accessories necessary for the successful and secure operation of the above-referenced RF Equipment and may alter or modify same as may be necessary, provided that any material or substantial alterations shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld. Pinnacle and its Licensees (as hereinafter defined) and their respective contractors shall have the right to obtain access to and from the Site in accordance with Section 2 above, and perform work upon the Site twenty-four (24) hours per day, seven (7) days per week. Pinnacle's right to install the RF Equipment shall be contingent upon the same not interfering with any other tenant or occupant of Landlord's property adjacent to the Site. If Pinnacle shall install such RF Equipment, Pinnacle shall do so at its sole cost and expense and in accordance with all applicable laws, rules and regulations. Additionally, Pinnacle shall defend, indemnify and hold Landlord harmless from and against any claims, costs or expenses incurred by Landlord as a result of such installation by Pinnacle. If Pinnacle shall install such RF Equipment, Pinnacle shall be responsible for the maintenance and repair thereof in a first-class condition, at Pinnacle's sole cost and expense. Further, Pinnacle, at Pinnacle's sole cost and expense, shall repair immediately any and all damage caused by its removal of the RF Equipment, which obligation shall survive expiration of the term of this Lease. When Pinnacle accesses the Site for any purpose, including

installations, maintenance, repairs, replacements, removals or the like, Pinnacle agrees to minimize interference with the business operations, use and enjoyment of any other tenant or occupant of Landlord's property adjacent to the Site.

B. Subject to the terms of this Agreement, Pinnacle shall have the right to license its customers ("**Licensees**") to use all, or any part of the Site, Pinnacle's improvements or RF Equipment located upon the Site. The foregoing right may be exercised by Pinnacle without the consent of Landlord required pursuant to Section 20 below.

C. Pinnacle shall also have the obligation in connection with its use of the Site to place warning signs and do whatever else is necessary to comply with applicable electro-magnetic energy ("**EME**") laws, rules, regulations or safety standards related to Pinnacle's use of the Site in effect from time to time. Pinnacle shall be obligated to: (a) promulgate and disseminate EME exposure guidelines, and (b) adopt and implement other safety policies, rules and regulations which may be necessary to ensure the Site is operated in accordance with applicable laws and safety standards. Landlord acknowledges and understands that one of the consequences of the use of the Site for the installation and operation of RF Equipment by Pinnacle, Licensees and other Site users is that such RF Equipment generate and radiate EME while in operation. Landlord further acknowledges that persons who enter the Site may be exposed to levels of EME while present at the Site, especially if such persons are in close proximity to the RF Equipment antennas. Pinnacle agrees to ensure that those who are present upon the Site comply with applicable American National Standards Institute ("**ANSI**"), Federal Communications Commission ("**FCC**") regulations set forth at 47 C.F.R. 1.1367(b) or other applicable EME standards, rules and regulations. Pinnacle shall comply with any new, modified or updated ANSI, FCC or other EME standards adopted and which are applicable to the Site from time to time.

D. All equipment (RF Equipment or otherwise) or other property attached to or otherwise brought onto the Site (other than the tower itself) shall at all times be the personal property of Pinnacle and/or its Licensees (as the case may be) and, at Pinnacle's option, may be removed by Pinnacle at any time during the term of this Lease. Further, Pinnacle, at Pinnacle's sole cost and expense, shall repair immediately any and all damage caused by its removal of the such equipment, including the RF Equipment, which obligation shall survive expiration of the term of this agreement.

E. Pinnacle shall include the Site in Pinnacle's general antenna Site marketing efforts on both national and local levels, which efforts are undertaken by Pinnacle to attract potential Licensees to the Site and/or to potential users/Licensees of other antenna Sites managed by Pinnacle. Pinnacle shall use commercially reasonable efforts to attract potential Licensees to the Site. Landlord, on behalf of its officers, shareholders, employees, successors and assigns hereby grants to Pinnacle and any of its subsidiaries and/or affiliated companies, the right to use any videotapes, slides and/or photograph(s) of the Site, taken either by Pinnacle or supplied to Pinnacle by Landlord for the purpose of advertising and promotion through any media, including, but not limited to print, audiovisual, radio, television, computer program, CD **ROM** and/or posted on an Internet Web Site. Landlord further acknowledges and agrees that Pinnacle will not copyright, reproduce or retouch any of the photographs that are released to it by Landlord for the above-stated purposes without the prior written consent of Landlord.

F. Subject to the terms and conditions set forth herein, Pinnacle shall have the right to install and maintain a shed on the Site. Pinnacle shall be solely responsible for securing all permits, licenses, approvals and authorizations necessary to construct its intended improvements. As a condition precedent to such

installation, Pinnacle shall prepare plans and specifications for the shed and shall submit three (3) sets of the same to Landlord for approval. Any approval or disapproval (and the reasons therefor) shall be communicated to Pinnacle within thirty (30) days from receipt of said plans. Landlord may charge, and as a condition hereof Pinnacle shall pay Landlord (within thirty [30] days of invoice) to cover all third party expenses incurred by Landlord in connection with its review. As long as Pinnacle incorporates Landlord's changes in the final plans, Pinnacle may submit final plans to governmental authorities without further Landlord approval. Upon completion of the shed and when it's ready for occupancy by Pinnacle, Pinnacle shall obtain a certificate of occupancy and deliver a copy of the same to Landlord. For all alterations, changes and improvements concerning the Site, Pinnacle shall: (i) pay all costs and expenses; (ii) make the alterations, changes and improvements in a good and workmanlike manner, with new materials of first-class quality, and complete the same with due diligence and in substantial compliance with the plans, and in accordance with applicable laws; (iii) provide Landlord reasonable assurances, prior to beginning the alterations, changes and improvements, that payment for the same shall be made by Pinnacle; (iv) provide Landlord with not less than thirty (30) days prior notice of Pinnacle's intention to perform any alterations, changes or improvements; (v) prior to the commencement of such work, deliver to Landlord copies of all required permits; (vi) permit Landlord to monitor construction operations in connection with such work, and to restrict, as may reasonably be required, the passage of manpower and materials, and the conducting of constructing activity in order to avoid unreasonable disruption to Landlord or to other parties or other damage to the Site; (vii) deliver as-built plans to Landlord within thirty (30) days after completion of any such alterations, changes or improvements; and (viii) hold Landlord harmless, indemnify, and, if requested by Landlord, defend Landlord by employment of legal counsel reasonably satisfactory to Landlord against any claims, causes of action and liabilities, including lien claims, which are filed against any part of the property of which the Site is a part and/or which are asserted against Landlord. Upon completion of any such work by or on behalf of Pinnacle, Pinnacle shall provide Landlord with such documents as Landlord may reasonably require (including, without limitation, sworn contractors' statements and supporting lien waivers) evidencing payment in full for such work. As to all alterations, changes and improvements, Pinnacle hereby unconditionally guarantees to Landlord payment of all lawful charges payable to Pinnacle's contractors, materialmen and suppliers in connection with such work. Any non-removable alterations made shall remain on and be surrendered with the Site on expiration or termination of the term. Any alterations, improvements, changes or additions made by Pinnacle to the Site shall not encroach outside the boundaries of the Site, and Pinnacle shall not have the right to expand or otherwise enlarge the Site. In addition, in the event Pinnacle performs any work not in compliance with the provisions of this Section 4, Pinnacle shall, upon written notice from Landlord, immediately remove such work and restore the Site to its condition immediately prior to the performance thereof. If Pinnacle fails so to remove such work and restore the Site as aforesaid, Landlord may, at its option, and in addition to all other rights or remedies of Landlord under this Lease, at law or in equity, enter the Site and perform said obligation of Pinnacle and Pinnacle shall reimburse Landlord for the cost to the Landlord thereof, immediately upon being billed therefor by Landlord. Such entry by Landlord shall not be deemed an eviction or disturbance of Pinnacle's use or possession of the Site nor render Landlord liable in any manner to Pinnacle.

(5) Term. The initial Term of this Lease is indicated on the first page of this Lease. The expression "**Term**" refers to the initial Term, extension term(s), and any extension of either, unless the context indicates otherwise. Except as may otherwise be provided herein, provided Pinnacle is not in material default of any term, condition or covenant contained in this Lease (i) at the time of exercise of an option to extend the initial Term (or Extension Term, [as defined below], as applicable) beyond any period for curing same, and (ii) at the first day of the Extension Term which is the subject of such exercise beyond any period for curing same, Pinnacle shall have the option of extending this Lease for two (2) additional terms (hereinafter, collectively referred to as

"Extension Terms", or individually **"Extension Term"**), of three (3) years each on the same terms and conditions as provided herein. Notwithstanding anything herein to the contrary, Landlord shall have the right, in its sole and absolute discretion, to terminate this Agreement effective as of the expiration of the initial Term or the first Extended Term upon notice to Pinnacle not less than sixty (60) days before the expiration of the initial Term or the first Extended Term, as applicable. If Pinnacle remains in possession of the Site after the expiration or other termination of the Term without a new lease reduced to writing and duly executed and delivered by Landlord and Pinnacle (even if Pinnacle shall have paid, and Landlord shall have accepted, rent in respect to such holding over), such event shall be deemed to constitute the creation of a tenancy from month to month, at a rental equal to two (2) times the rental herein provided for during the last year of the Term as if each such month had been part of the original Term hereof. Such holding over shall be an unauthorized possession and default hereunder. If Pinnacle fails to surrender the Site upon termination of this Lease, then Pinnacle shall, in addition to any other liabilities to Landlord accruing therefrom, indemnify and hold Landlord harmless from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, consequential damages, attorneys' fees and any claims made by any succeeding tenant resulting from such failure.

(6) Intentionally Omitted.

(7) Rent. (a) Pinnacle will pay Landlord monthly, in advance, rental equal to the percentage of the Gross Monthly License Fees payable from Licensees set forth in Exhibit B, attached hereto and made a part hereof (and others from time to time), from the commencement date until the expiration or earlier termination of this Lease. The payment of all rent shall be deemed an independent covenant and shall be payable without notice and Pinnacle shall have no rights of deduction, set off or the like. All rent shall be payable at the office of Landlord or such other place as Landlord may designate. Pinnacle shall keep at its principal office, true and complete records and accounts of all rents, fees, charges, and other consideration received from Licensees (collectively, **"Licensee Fees"**). The books and records shall include such records as would normally be examined by an accountant pursuant to generally accepted auditing standards in performing an audit of Pinnacle's income. Pinnacle agrees to accurately record all Licensee Fees in accordance with generally accepted accounting principles. On or before the twentieth (20th) day after the end of each quarterly period during the Lease, Pinnacle shall furnish to Landlord a true and accurate statement for each preceding quarter of all Licensee Fees during the preceding quarter. The statement shall be certified by an authorized representative of Pinnacle to be correct (or will be deemed to be so certified, whether or not the transmittal uses language of certification). Pinnacle agrees to give Landlord access during business hours to Pinnacle's books and records upon fifteen (15) days written notice. Pinnacle agrees that it shall keep and preserve for at least thirty-six (36) months after the end of each Lease year all evidence of Licensee Fees for that year. Landlord (and/or its agents) shall have the right at any time and from time to time (but not more frequently than annually) to audit all of the books of account, bank statements, records (including computer based records), documents, papers, and files of Pinnacle relating to Licensee Fees, and Pinnacle on request of Landlord shall make all such matters available for examination at Pinnacle's principal office upon fifteen (15) days written notice. Upon Pinnacle's request, Landlord shall promptly send Pinnacle a copy of the results of its audit. If Landlord should have an audit made for any year and the Licensee Fees shown by Pinnacle's statement for that year shall be found to be intentionally understated by more than five percent (5%), then, in addition to immediately paying Landlord the full amount of the understated Rent, Pinnacle shall pay to Landlord the cost of the audit. If at any time Landlord shall audit the Licensee Fees and the audit reveals an intentional understatement of more than three percent (3%), the same shall constitute a default by Pinnacle. Landlord shall have the right to terminate this Lease upon notice to Pinnacle if there should be more than one (1) audit during the Term which reveal

understatements of Licensee Fees by Pinnacle of more than five percent (5%).

(b) In the event any rent required under the provisions of this Lease shall not be paid within ten (10) days after notice from Landlord that it is due, Pinnacle shall pay to Landlord a sum equal to FIVE CENTS (\$.05) for each and every dollar of rent so overdue, plus interest on all overdue amounts at a rate of fifteen percent (15%) per annum for each day such amount remains overdue and unpaid ("**Late Charges**"). Late Charges shall be immediately due and payable. Late Charges are not payable as a penalty, but are imposed to partially defray Landlord's costs in connection with the late payment of overdue rent. It is expressly acknowledged and agreed that nothing herein contained shall be deemed or construed as permitting or allowing Pinnacle to pay any rent at a time other than when it shall be required to be paid pursuant to the provisions of this Lease. The acceptance of the Late Charge referred to in this paragraph shall not in any manner limit or diminish the enforcement of Landlord's rights contained elsewhere in this Lease.

(8) Liability Insurance.

A. Pinnacle, at Pinnacle's expense, shall purchase and maintain insurance during the entire Term for the benefit of Pinnacle and Landlord with terms, coverages and in companies satisfactory to Landlord. Pinnacle agrees to adjust the amounts or type of coverage set forth herein if the customs or standards with respect to comparable properties in the Chicagoland area change during this Lease, but initially Pinnacle shall maintain the following coverages in the following amounts: (i) Comprehensive General Liability Insurance on an occurrence basis with minimum limits of liability in the amount of \$2 million for bodily injury, personal injury or death to any one person and \$3 million for bodily injury, personal injury or death to more than one person, and \$2 million with respect to damage to property; (ii) Comprehensive Automobile Insurance covering all owned, non-owned and hired automobiles of Pinnacle including the loading and unloading of any automobile with limits of liability of not less than \$2 million for bodily injury to any one person and \$3 million for each accident and \$2 million for property damage for each accident; (iii) Worker's Compensation and Employer's Liability insurance with a minimum of statutory coverages and limits in full compliance with the requirements of the State of Illinois, as now or hereafter applicable; and (iv) insurance against fire, with extended coverage in vandalism and malicious mischief endorsements, in an amount adequate to cover the full replacement value of the tower and all Pinnacle improvements, its personal property, machinery, equipment, and trade fixtures in the Site. Such insurance shall be written on an "all risks" of physical loss or damage basis for the full replacement cost value of the covered items and in amounts that meet any coinsurance clauses of the policies of insurance. The policy referred to in Subsection (i) shall name Landlord, and its respective agents and employees as additional named insureds and shall allow a deductible of not more than \$1,000. Each policy referred to in this Section shall be issued by one or more responsible insurance companies reasonably satisfactory to Landlord and shall contain the endorsement that such insurance may not be canceled or amended without thirty (30) days' prior written notice to Landlord. Pinnacle shall deliver to Landlord certificates of insurance of all policies and renewals thereof to be maintained by Pinnacle hereunder, not less than ten (10) days from the date hereof and not less than thirty (30) days prior to the expiration date of each policy.

B. Landlord agrees that it shall, at its own cost and expense, maintain during the Term of this Lease: (1) general property fire, hazard and casualty insurance on the Building adjacent to the Site, (2) comprehensive public liability insurance, contractual liability insurance and property damage insurance under policies issued by insurers of recognized responsibility, with limits of not less than \$1,000,000.00 for personal injury, bodily injury, sickness, disease or death or for damage or injury or destruction of property (including the loss of use thereof) for any one occurrence.

(9) Condition of Site. Upon termination or expiration of this Lease, Pinnacle will surrender the Site to Landlord in good condition except for reasonable wear.

(10) FCC and FAA Rules. (A) The parties agree that Pinnacle shall be solely responsible for ensuring that the Site is operated in compliance with any applicable lighting and painting rules and requirements of the FCC and the Federal Aviation Administration ("**FAA**") (the "**FCC/FAA Rules**"), and will further indemnify, save and hold Landlord harmless from and against any and all losses, costs, expenses, fees or liability arising from Pinnacle's failure to comply with such FCC/FAA Rules with respect to the Site.

Landlord may, but shall not be obligated to, provide Pinnacle ten (10) days advance notice of Pinnacle's failure to comply with said FCC/FAA Rules. In the event Pinnacle fails to correct such FCC/FAA Rules violation(s) within such ten (10) day period, Landlord shall be entitled to cause such work to be done as is necessary to make the Site (and all improvements and equipment thereon) comply with such FCC/FAA Rules, and the cost of such work (along with an additional twenty percent (20%) of the actual cost of such work as an administration fee) shall be deemed additional rental immediately due and payable by Pinnacle to Landlord under this Lease.

(B) The parties agree that Pinnacle shall be solely responsible for ensuring that, with respect to any antennas or other structures mounted on the Site by Pinnacle and/or Pinnacle's Licensees, they are operated in compliance with any applicable FCC/FAA Rules, and will further indemnify, save and hold Landlord harmless from and against any and all losses, costs, expenses, fees or liability arising from Pinnacle's failure to comply with such FCC/FAA Rules with respect to any antennas or other structures mounted on the Site by Pinnacle and/or Pinnacle's subtenants or Licensees. If Pinnacle shall fail to reimburse Landlord within ten (10) days of demand for any amounts expended by Landlord as stated above, Pinnacle shall be deemed in default under this Lease.

(11) Exclusive Management of Site Engineering. Landlord agrees that Pinnacle shall have exclusive engineering supervision over the Site.

(12) Warranty of Title and Right to Lease; Zoning. Landlord represents and warrants to Pinnacle that: (A) it owns the Site listed on Exhibit A (and the tower and other improvements of which the Site is a part); (B) the Site and the real property upon which the Site is located: (i) abut a public right-of-way over which practical access is possible, or (ii) are accessible over easements appurtenant to such Site; (C) Landlord has full right to enter into this Lease; (D) Upon Pinnacle's paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Pinnacle's part to be observed and performed hereunder, Pinnacle shall have quiet and peaceful possession of the Site during the Term hereof without hindrance or ejection by any person lawfully claiming under Landlord, subject to the provisions of this Lease and to the provisions of any covenants, conditions and restrictions of record; (E) Landlord is prepared to document its interests in the Site, the underlying property and the easements appurtenant thereto; and (F) the Landlord's making of this Lease and the performance thereof will not violate the provision of any mortgage, lease or other agreements under which Landlord is bound. Pinnacle agrees to secure any zoning changes, consents, permits, variances or the like required for Pinnacle's proposed installation of any antennas, antenna grid or other Site improvements. Landlord recognizes its obligation to cooperate with Pinnacle in the securing of any such zoning changes, consents, permits, variances or the like, and hereby covenants to reasonably cooperate with Pinnacle in Pinnacle's efforts to secure same, provided the same shall be at no out of pocket cost to Landlord.

Landlord further agrees that it shall take no action which may have the effect of frustrating the purpose of this Lease.

(13) Easements. As it pertains to the Site, Landlord agrees that, from the date of execution of this Lease, it shall not grant any new easements, or modify or amend any existing easements, or grant any other party any right, or further right, of access in, on, across, over or under the Site which would prevent Pinnacle from using the Site for the purposes permitted by this Lease.

(14) Pinnacle's Right to Maintain Security. Subject to Landlord's prior written approval which shall not be unreasonably withheld, Pinnacle, at its cost and expense, shall take such reasonable security measures as it deems necessary to secure the Site from tampering, vandalism, damage, destruction or entry by persons not authorized to gain access to the Site. Landlord understands and acknowledges that Pinnacle may permit Licensees and other parties using the same room, housing or enclosure to house their RF Equipment reasonable access thereto. The parties agree that for purposes of this Lease, "reasonable security measures" with respect to the Site shall be deemed to include (but not by way of limitation), Pinnacle's restricting access to the Site by reasonably securing the access point(s) to the Site and providing to Landlord and each Licensee or other authorized user of the Site a key, key card, key code or other means of obtaining access to the Site.

(15) Maintenance and Repairs; Utilities. Pinnacle shall perform all repairs necessary to keep the Site improvements on the Site in good and tenantable condition. Except for those matters which are the responsibility of the Landlord as set forth in Paragraph 10 above, Pinnacle shall also maintain those portions of the Site (other than Pinnacle's improvements) in good and tenantable condition and in compliance with all applicable FCC/FAA Rules as stated above. Pinnacle shall arrange for all electrical power. The costs of such arrangement and consumption of such electrical power shall be borne by Pinnacle.

(16) Damage and Destruction. (A) In the event that the Site shall be partially damaged or destroyed by a fire or other casualty, Pinnacle will, with all due diligence and at Pinnacle's sole cost and expense, repair, restore and rebuild the Site, so that the Site after such work shall be substantially the same as prior to such damage (including, but not by way of limitation, the repair, restoration and rebuilding of the tower and any and all other improvements, fixtures and equipment previously erected or installed by Landlord). It is expressly agreed that if a partial destruction, as above described, shall occur, the rent hereby reserved shall not abate. Pinnacle's obligation to diligently restore the Site as set forth herein shall be subject to: (i) Landlord granting to Pinnacle a reasonable opportunity to adjust loss with insurance companies; and (ii) Pinnacle's inability to obtain labor and materials where such inability is not due to Pinnacle's own fault.

(B) In the event that Pinnacle shall not have repaired a partial destruction of the Site within one hundred twenty (120) days or a complete destruction of the Site within one hundred eighty (180) days after the date of destruction, then Landlord, at its sole option, shall have the right to terminate this Lease by serving upon Pinnacle notice of its intention to terminate this Lease, and which notice shall contain a specified date of termination. Upon Landlord's service of such notice upon Pinnacle, this Lease shall terminate upon the date specified in such notice.

(17) Environmental Health & Safety. For purposes of this Paragraph:

"Environmental Hazard" shall mean Hazardous Materials (as defined hereinafter), or the storage, handling, production, disposal, treatment or release thereof, fuel storage tanks (and associated piping)

power generators and batteries, and EME fields that the FCC regulations identify as set forth at 47 C.F.R. 1.1367(b).

"Hazardous Material" shall mean (a) any hazardous waste, any extremely hazardous waste, or any restricted hazardous waste, or words of similar import, as defined in the Resource Conservation and Recovery Act (42 U. S. C. § 6901 et seq.) and regulations adopted thereunder; (b) any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act (42 U. S. C. § 9601 et seq.); (c) any toxic substances as defined in the Toxic Substances Control Act (15 U. S. C. § 2601 et seq.); (d) any pollutant as defined in the Clean Water Act (33 U.S. C. § 1251 et seq.); (e) gasoline, petroleum or other hydrocarbon products or by-products; (f) asbestos; (g) polychlorinated biphenyls (PCBs) or (h) any other materials, substances, or wastes subject to environmental regulation under any applicable federal, state or local law, regulation, or ordinance now or hereafter in effect.

"Environmental Health & Safety Requirements" shall mean any federal, state, or local governmental laws or regulations, permits, authorizations, conditions, or fees necessary for the installation, operation or management of structures and equipment located at the Site (including power generators, fuel storage tanks, batteries, radio frequency equipment towers or building structures).

"Environmental Health & Safety Liabilities" shall mean any liability, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including cost of defense, settlement, reasonable attorneys' fees, reasonable consultant fees and reasonable expert fees), arising from or based on (a) environmental contamination or the threat of environmental contamination at or near the Site; and (b) non-compliance, or violation of, Environmental Health and Safety Requirements, and shall include, but not be limited to, liability arising from: (i) any governmental action, order, directive, administrative proceeding, or ruling; (ii) personal or bodily injuries (including death) or damages to any property (including loss of use) or natural resources; (iii) cleanup, remediation, investigation, monitoring or other response action; and/or (iv) any violation or alleged violation of Environmental Health and Safety Requirements.

A. As of the date of this Lease, Landlord represents and warrants that it has received no written notice from any applicable governmental authority notifying Landlord that the Site is not in full compliance with applicable Environmental Health and Safety Requirements.

B. In the event Environmental Health and Safety Liabilities associated with the Site are discovered by Pinnacle or any government or private party that notifies Pinnacle after the effective date of this Lease, Pinnacle shall notify Landlord in writing of the discovery of the Environmental Health and Safety Liabilities. Except for any Environmental Health and Safety Liabilities which are proximately caused by the negligent act, negligent omission or willful misconduct of Landlord, its officers, employees, agents or subcontractors (**"Landlord Misconduct"**), Pinnacle shall immediately undertake and complete, at Pinnacle's sole cost and in accordance with applicable laws, rules and regulations, corrective action to cure the Environmental Health and Safety Liabilities. Should Pinnacle refuse to undertake and complete corrective action to cure any Environmental Health and Safety Liabilities (unless the Environmental Health and Safety Liabilities are the result of Landlord Misconduct) within a reasonable time, Pinnacle shall be deemed to be in default under this Lease.

C. Pinnacle agrees to indemnify and save harmless Landlord (including successors and assigns and present and future officers, directors, employees or agents -- collectively "**Landlord Indemnitees**") from and against any and all Environmental Health and Safety Liabilities which Landlord and Landlord Indemnitees may hereafter suffer, incur, be responsible for or disburse, unless the Environmental Health and Safety Liabilities are the result of Landlord Misconduct.

D. Landlord agrees to indemnify and hold harmless Pinnacle (including successors and assigns, and present and future officers, directors, employees, and agents--collectively "**Pinnacle Indemnitees**") from and against any and all Environmental Health and Safety Liabilities associated with the Site which Pinnacle and Pinnacle Indemnitees may hereafter suffer, incur, or be responsible for or disburse, to the extent the Environmental Health and Safety Liabilities are the result of Landlord Misconduct.

E. This Paragraph 17 shall survive the expiration or earlier termination of the Lease.

(18) Indemnification. Pinnacle shall indemnify and hold harmless Landlord from and against any and all claims, suits, causes of action and damages of any kind or nature, directly resulting from, or directly related to the use of the Site by Pinnacle or any of the Licensees, unless such claims or damages are proximately caused by the act, omission or negligence of Landlord, in which case Landlord shall indemnify and hold harmless Pinnacle against any and all claims, suits, causes of action and damages of any kind or nature arising therefrom.

(19) Tenant's Default and Right to Cure. Each of the following shall be deemed a default by Pinnacle and a breach of this Lease: (A) Pinnacle's non-payment of rent (including any additional rent or adjustments in rental amount as required hereunder) due hereunder for a period of ten (10) days after receipt of written notice of such failure from Landlord; (B) Pinnacle's failure to perform any other covenant for a period of thirty (30) days after receipt of notice from Landlord specifying the failure provided, however, that no such failure shall be deemed to exist if Pinnacle shall have commenced good faith efforts to rectify the same within such thirty (30) day period and provided that such efforts shall be prosecuted to completion with reasonable diligence.

(20) Assignment. (a) Landlord may assign this Lease provided that said assignee agrees to assume and be responsible for Landlord's duties and obligations hereunder.

(b) Except as otherwise provided in this Lease or upon Landlord's written consent (such consent not to be unreasonably withheld), neither this Lease nor any interest in this Lease shall be sold, mortgaged, pledged, encumbered, assigned, transferred, or otherwise disposed of in any manner by Pinnacle, nor shall the Site or any part of the Site be sublet, used, or occupied for the conduct of any business by a third person, firm, or corporation or for any purpose other than authorized in this Lease. If Pinnacle desires to assign this Lease, Pinnacle shall give written notice to Landlord at least sixty (60) days but not more than one hundred eighty (180) days prior to the proposed commencement date of the assignment. In connection with the proposed transfer, Pinnacle shall immediately provide Landlord with any information, documentation or evidence that may be reasonably requested by Landlord. Notwithstanding any permitted assignment or subletting, Pinnacle shall at all times remain directly and primarily liable for the payment of the rent and for compliance with all of its other obligations under this Lease. Consent by Landlord to any assignment or subletting shall not include consent to a subsequent assignment or subletting of the Site by Pinnacle or its assignee or sublessee or the consent to the assignment or transferring of any Lease extension option rights (and such privileges shall be personal to the original Pinnacle under this Lease, shall not be assignable and shall terminate upon such

assignment), unless Landlord specifically grants in writing such options, rights or privileges to the assignee or subtenant. Any sale, assignment, mortgage or other transfer of this Lease or subletting which does not comply with the provisions of this Section 20 shall be void.

(c) Notwithstanding any other provision hereof, Pinnacle shall have no right to make (and Landlord shall have the absolute right in its sole discretion, to refuse consent to) any assignment of this Lease or sublease of any portion of the Site. Without limiting the generality of the foregoing, Landlord shall have the absolute right, in its sole discretion, to refuse consent to any such assignment or sublease if, at the time of either Pinnacle's notice of the proposed assignment or sublease or the proposed commencement date thereof (i) there shall exist any uncured default of Pinnacle or matter which will become a default of Pinnacle with passage of time unless cured; (ii) the proposed transferee's financial condition is or may become insufficient to support all of the financial and other obligations of the Lease; (iii) the business reputation or character of the proposed transferee or the business reputation or character of any of its affiliates is not reasonably acceptable to Landlord; or (iv) Landlord has not received assurances acceptable to Landlord in its sole discretion that all past due amounts owing from Pinnacle to Landlord (if any) will be paid and all other defaults on the part of Pinnacle (if any) will be cured prior to the effectiveness of the proposed transfer. Pinnacle expressly agrees that Landlord shall have the absolute right to refuse consent to any such assignment or sublease and that for the purposes of any statutory or other requirement of reasonableness on the part of Landlord such refusal shall be reasonable.

(d) Pinnacle agrees to reimburse Landlord for its reasonable attorneys' fees and administrative expense involved with the review, processing or preparation of any documentation in connection with an assignment, subletting, license or concession agreement, change of ownership or control, hypothecation or other transfer of this Lease or Pinnacle's interest in the Site, whether or not Landlord's consent to such transfer is required or obtained. The required amount of such reimbursement shall not exceed \$2,000.00.

(e) Notwithstanding any other provision of this Lease, the provisions of this Section 20 shall not apply to or restrict or require Landlord's approval of: (i) a transfer to any corporation that is controlled by, controlling of, or under common control with, Pinnacle, where "control" means ownership of the interests constituting 50 percent or more of the voting power of a corporation or partnership (an "**Affiliate Transfer**"); or (ii) an assignment or transfer of this Lease in connection with a sale of all or substantially all of the assets of Pinnacle, or in connection with a merger, consolidation, acquisition of a controlling interest in Pinnacle's stock, or other significant corporate transaction ("**Transaction Transfer**"); provided that in each case the following conditions are met: (A) Pinnacle promptly notifies Landlord of the Affiliate Transfer or Transaction Transfer; (B) the net worth of such assignee or sublessee (except for a wholly-owned subsidiary of Pinnacle or of Pinnacle's parent corporation) is at least equal to the net worth of Pinnacle; (C) Pinnacle shall remain liable under this Lease (unless Landlord agrees otherwise in writing); and (D) such assignee, sublessee or transferee assumes all of Pinnacle's obligations under this Lease.

(21) Severability. If any provision of this Lease shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be binding upon the parties and shall be enforceable as though said invalid, illegal, or unenforceable provision were not contained herein.

(22) Benefit. The provisions of this Lease apply to and are binding upon the parties hereto, and their respective heirs, successors, executors, administrators, and assigns (the latter if permitted).

(23) Short Form Lease. Pinnacle shall not record this Lease or any memorandum thereof without Landlord's

consent, which consent may be withheld or denied in Landlord's sole and absolute discretion..

(24) Non-Disturbance and Attornment. Pinnacle understands, acknowledges and agrees that this Lease is and shall be subordinate to any mortgage, deed of trust, ground lease or other lien or restriction of record now existing or later placed on or affecting the Site. This subordination provision shall be self-operative and no further instrument of subordination shall be required by any mortgagee or lender. Notwithstanding the foregoing, Pinnacle's subordination to any mortgage, deed of trust, ground lease or other lien or restriction later placed on or affecting the Site shall be conditioned upon Pinnacle receiving a non-disturbance agreement from such mortgagee, trustee, ground lessor or encumbrancer in form and substance reasonably satisfactory to Pinnacle. Pinnacle agrees, upon the demand or request of any party in'interest, to execute promptly further reasonable instruments or certificates necessary to carry out the intent of this Section. If proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage, Pinnacle shall attorn to the purchaser in the foreclosure or sale and recognize the purchaser as the Landlord under this Lease. If requested, Pinnacle shall enter into a new agreement with that successor on the same terms and conditions as are contained in this Lease (for the unexpired portion of the Term then remaining).

(25) Alternative Dispute Resolution. Landlord and Pinnacle shall attempt to settle any claim or controversy arising out of this Lease through consultation and negotiation in the spirit of mutual friendship and cooperation. Nothing in this paragraph shall prevent either party from resorting to judicial proceedings if: (A) good faith efforts to resolve a dispute have been unsuccessful; or (B) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

(26) Nondisclosure. This Lease shall remain confidential between the parties and each of them warrants to the other that they shall use their best efforts to prevent any officers, directors, employees or agents from disclosing the terms and conditions of this Lease, without first obtaining the written consent of the other party.

(27) Existing Users. Intentionally Omitted.

(28) Time of the Essence. Time is of the essence of this Lease and each and all of its provisions.

(29) Authority. The individual(s) signing this Lease on behalf of the parties each represent to the other party that they have full authority to execute this Lease on behalf of Pinnacle and Landlord, respectively, and to bind Pinnacle or Landlord, as applicable, to the terms hereof.

(30) Brokers. The parties hereto agree that no broker brought about this transaction and no brokerage fee is due from either party to any broker.

(31) Estoppels. Pinnacle shall, without charge at any time and from time to time, within ten (10) days after request by Landlord, certify by written instrument, duly executed, acknowledged and delivered, to Landlord or any person, firm or corporation specified by Landlord:

(a) that this Lease is unmodified and in full force and effect (or, if there has been modification, that the same is in full force and effect as modified and stating the modifications);

(b) whether or not there are then any existing alleged setoffs or defenses against the enforcement by Landlord of any of the agreements, terms, covenants or conditions upon the part of Pinnacle to be performed

or complied with under this agreement (and, if so, specifying the same);

- (c) the date, if any, to which the rental and other charges hereunder have been paid;
- (d) the respective dates of the commencement and the expiration of the Lease; and
- (e) such other items as Landlord, any lender (or prospective lender), or purchaser (or prospective purchaser) may reasonably request.

(32) Condemnation. In the event of a taking by condemnation or right of eminent domain, this Lease, at the option of Landlord, shall terminate as of the day possession shall be taken by the taking authority, and Landlord and Pinnacle shall be released from any further liability. If all or any portion of the Site is the subject of a temporary taking, this Lease shall remain in full force and effect, and Pinnacle shall continue to perform each of its obligations under this Lease. All damages awarded in connection with the taking shall belong to Landlord.

(33) Right of Entry. Landlord shall have the right to enter the Site at any time in the event of an emergency and at all reasonable times and upon reasonable notice for the purpose of: (a) inspecting the same; (b) making any repairs and performing any work therein as may be necessary, in Landlord's judgment; or (c) exhibiting the Site for purposes of sale, lease, ground lease or financing.

(34) Intentionally Omitted.

(35) Termination Rights. Notwithstanding anything herein to the contrary, if, during the Term, Landlord, in its reasonable judgment, believes that Pinnacle's use of the Site poses a human health or environmental hazard that cannot be remediated or has not been remediated within thirty (30) days after Pinnacle has been notified thereof, then (a) Pinnacle shall immediately cease all operations on the Site; (b) this Lease shall terminate on five (5) days' prior notice to Pinnacle; and (c) Pinnacle shall remove all RF Equipment at the Site within thirty (30) days thereafter.

(36) Indemnity. Pinnacle agrees to defend, indemnify and save Landlord harmless from and against all loss or damage sustained, (including, but not limited to, all expenses, costs and attorneys' fees of Landlord in any action or defense undertaken by Landlord to protect itself from such loss or damage) resulting from any breach by Pinnacle of the representations and warranties made in this Lease, from any lien, charge, encumbrance or claim against the Site or from any claim against Landlord for which Pinnacle is primarily responsible.

(37) "AS IS". (a) Pinnacle acknowledges and agrees that it has been in continuous possession of the Site for not less than six (6) consecutive years and has had ample time and opportunity to inspect the condition of the Site. Pinnacle hereby agrees to continue possession of the Site in "AS IS" and "WHERE IS" condition. Pinnacle shall make no changes in or to its installations or the Site of any nature without Landlord's prior written consent. Pinnacle shall make any and all changes to the Site at its own cost and expense including, without limitation, any changes necessary to comply with all applicable laws, regulations, rules, ordinances, orders and statutes, and shall indemnify and hold harmless the Landlord, its successors, representatives, employees, agents and assigns upon the imposition of any mechanics' lien placed upon the Site by any contractor or workman employed by Pinnacle, its successors, representatives, employees, agents and assigns.

(b) Upon engaging any contractor, subcontractor or any other party who would be able to place a mechanics' lien on the Site, Pinnacle shall have such party (a) sign a written agreement releasing Landlord, its successors, representatives, employees, agents and assigns from any liability and relinquishing any right to impose a mechanics' lien upon the Site and (b) deliver to Landlord such certificate(s) of insurance as may be satisfactory to Landlord evidencing that such party maintains insurance, bonding, and workmen's compensation insurance prior to commencement of any work at the Site. In addition thereto, within thirty (30) days of the completion of such contracted work or sooner, if possible, such party shall sign a statement releasing Landlord, its successors, representatives, employees, agents and assigns from any liability for any work completed on the Site.

FILL IN ALL BLANKS. READ THE ENTIRE LEASE AGREEMENT. THIS LEASE CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES AND SHALL SUPERSEDE ALL PRIOR OFFERS, NEGOTIATIONS AND AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS LEASE.

Landlord:

DS AMERICA, INC.

Tenant:

PINNACLE TOWERS INC.

By _____
 Print Name: '::A?,, '>T-t- .:
 Print Title: u? "'''- sst'
 Date: _.....;,,...\\...l...lw -----'2000

By: %4-4/- _____
 Print Name: f?eb-t: rAfY
 Print Title: T-er...iofy&u \$t'IteC.<: 11/«!1C9ej-
 Date: ?? q. S:-:,2000

EXHIBIT A

Lease Schedule 1

Legal Description of Site

[TO COME]

Note: Landlord and Pinnacle may revise this Exhibit A Lease Schedule 1 to accurately reflect the legal description of the Site as may be determined by a survey, and/or an "as-built" construction drawing of the Site.

The Site is commonly known as: 5110 Tollview Road, Rolling Meadows, Illinois

EXHIBIT A

Lease Schedule 2

Legal Description of Easement

[TO COME]

Note: Landlord and Pinnacle may revise this Exhibit A Lease Schedule 2 to accurately reflect the legal description of the Easement as may be determined by a survey, and/or an "as-built" construction drawing of the Easement.

EXHIBIT B

A. Rent:

Pinnacle's rent on a monthly basis for the duration of the Term of this Lease shall be an amount equal to Sixty-Five Percent (65%) of the "Gross Monthly License Fees" payable from Licensees. For purposes of this Lease "**Gross Monthly License Fees**" shall mean:

On a monthly basis, the total amount of Licensee Fees due and payable from Licensees and other Site users under Licenses or other agreements between Pinnacle and Licensees and/or other Site users which (1) are payable to Pinnacle, and (2) which represent the monthly charges under said Licenses/agreements for the Licensee's/Site user's occupancy of space upon the Site. The parties expressly agree that Gross Monthly License Fees shall not include fees or charges charged or imposed by Pinnacle to such Licensees/Site users for: (a) Site preparation services; (b) hook-up work or services; (c) consulting, engineering, design and/or other professional services provided by or on behalf of Pinnacle to such Licensees/Site users related to their use of the Site; and (d) allocated electrical, Site maintenance and/or other allocable Site charges which Pinnacle may allocate among several Licensees/Site users under the terms of said Site Licenses and/or other Site user agreements.

Site: Corra Tower
BUN: 871948

FIRST AMENDMENT TO ANTENNA SITE LEASE

This **FIRST AMENDMENT TO ANTENNA SITE LEASE** (the "Amendment") is made as of the **11** day of **October**, 2009 by and between by and between **D. S. NORTH AMERICA HOLDING INC.**, a California corporation (the "Landlord") having a mailing address of 5110 Tollview Road, Rolling Meadows, Illinois 60008 and **PINNACLE TOWERS, LLC**, a Delaware limited liability company, (the "Tenant" or "Pinnacle") with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WHEREAS, Landlord's predecessor-in-interest and Tenant's predecessor-in-interest entered into an Antenna Site Lease with a commencement date of June 1, 2000 (the "Lease"), whereby Tenant leased certain real property located in Cook County, Illinois (the "Site"), which is located on Landlord's property, which is more particularly described in **Exhibit A** (the "Parent Parcel");

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on May 31, 2009 ("Original Term") and Landlord and Tenant desire to amend the terms of the Lease to provide for additional terms beyond the Original Term; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.
2. **Extension of Term.** The Term of Lease is hereby extended for one additional period of three (3) years, commencing on June 1, 2009 and expiring on May 31, 2012. Such extension of the Term is the third Extension Term. Except as may otherwise be set forth in this Amendment, Tenant has no further rights to extend the Term of Lease or renew the Lease. The Site shall be leased during the third Extension Term in its current "as-is" condition, with no obligation on the part of Landlord to make any alterations or improvements thereto.
3. **Tenant Options To Extend.** Provided Pinnacle is not in material default of any term, condition or covenant contained in this Lease (a) at the time of exercise of an option to extend the Extension Term beyond any period for curing same, and (b) at the first day of the Extension Term which is the subject of such exercise beyond any period

for curing same, Pinnacle shall have the option of extending this Lease for two (2) additional terms of three (3) years each on the same terms and conditions as provided herein.

4. Landlord Options To Terminate. Notwithstanding anything herein to the contrary, Landlord shall have the right, in its sole and absolute discretion, to terminate this Lease effective as of the expiration of the third Extension Term or the fourth Extension Term upon notice to Pinnacle not less than sixty (60) days before the expiration of the third Extension Term or the fourth Extension Term, as applicable.

5. Notice. The parties agree and acknowledge that the address for notices to Tenant set forth on page I of the Lease is deleted and, from and after the date of this Amendment, all notices provided to Tenant pursuant to the Lease shall be sent to the following address:

Pinnacle Towers LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

6. Signing Bonus. In consideration of Landlord's extension of the Term of the Lease beyond the second Extension Term, Tenant shall, within sixty (60) days of full execution of this Amendment, pay Landlord the sum of Two Thousand Six Hundred and 00/100 Dollars (\$2,600.00).

7. No Recording. Pinnacle shall not record the Lease, this Amendment or any memorandum thereof without Landlord's consent, which consent may be withheld or denied in Landlord's sole and absolute discretion.

8. Ratification. Landlord and Tenant agree that any and all actions or inactions that have occurred or should have occurred prior to the date of this Amendment are approved and ratified by the parties and the parties agree that no breaches or defaults exist as of the date of this Amendment.

9. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease and all amendments thereto shall remain in full force and effect. Any portion of the Lease and all amendments thereto that are inconsistent with this Amendment are hereby amended to be consistent.

10. Brokers. Tenant represents that it has dealt with no brokers in connection with this Amendment. Tenant shall indemnify and hold Landlord harmless from all claims of any brokers claiming to have represented Tenant in connection with this

Amendment. Landlord agrees to indemnify and hold Tenant harmless from all claims of any brokers claiming to have represented Landlord in connection with this Amendment.

11. Binding Effect. This Amendment is to be binding upon and inure to the benefit of the parties to this Amendment and to their respective heirs, successors and assigns.

12. Counterparts. This Amendment may be executed in counterparts and it is the intention of the parties hereto that any executed counterpart shall constitute the agreement of the parties and that all of the counterparts shall together constitute one and the same agreement of the parties.

13. Facsimile Signatures. Any facsimile or electronic transmittal of original signature versions of this Amendment shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document. The parties also agree to promptly exchange counterparts with original signatures.

14. Incorporation. Except as modified herein, all other terms and conditions of the Lease between the parties above described, as attached hereto, shall continue in full force and effect.

15. Limitation of Landlord's Liability. Redress for any claims against Landlord under this Amendment or under the Lease shall only be made against Landlord to the extent of Landlord's interest in the Parent Parcel. The obligations of Landlord under this Amendment and the Lease shall not be personally binding on, nor shall any resort be had to the private properties of, any of its board of directors and officers, or any beneficiaries, stockholders, employees or agents of Landlord

16. Entire Agreement. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

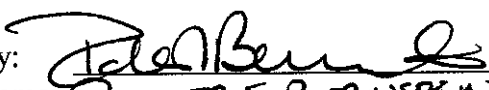
17. Letter Agreement Terminated. Upon execution of this Amendment, that certain Letter Agreement by and between Landlord and Tenant dated September 10, 2008 is hereby deemed null and void in its entirety and of no further force or effect.

[Remainder of page intentionally left blank; signatures to follow]

IN WITNESS WHEREOF, Landlord and Tenant, having read the foregoing and intending to be legally bound hereby, have executed this First Amendment To Antenna Site Lease as of the day and year first written above.

LANDLORD:

D. S. NORTH AMERICA HOLDINGS, INC., a
California corporation

By: 
Name: ROBERT BORUSIEN
Its: CFO

TENANT:

PINNACLE TOWERS LLC, a Delaware limited liability company

By: Global Signal Services LLC, a Delaware limited liability company

Its: Manager

By:

Name: ~~RE; tiffi! mllilw-ffloooeY--~~

Its: ~~Director - Land Acquisition Operations~~

EXHIBIT A

Legal description of the Parent Parcel

PARCEL 1: THE WESTERLY 21(i,50 FEET, AS MEASURED ALONG THE NORTHERLY LINE THEREOF, OF LOT9 IN ROLLING MEADOWS INDUSTRIAL CENTER, UNIT I, A SUBDIVISION OF PART OF SECTIONS 7 AND 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1965 AS DOCUMENT 19592045 IN COOK COUNTY, ILLINOIS; ALSO,

PARCEL 2: LOT 9 (EXCEPT THE WESTERLY 216.50 FEET AND EXCEPT THE EASTERLY 24&.50 FEET, BOTH AS MEASURED ALONG THE NORTHERLY LINE THEREOF) IN ROLLING MEADOWS INDUSTRIAL CENTER, UNIT I, A SUBDIVISION OF PART OF SECTIONS 7 AND 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1965 AS DOCUMENT 19592045, IN COOK COUNTY, ILLINOIS.



Crown Castle
1220 Augusta Drive, Suite 500
Houston, TX 77057

Tel 713 570.3000
Fax 713 570.3100
www.crovncastle.com

Dear Landlord:

Thank you for choosing to transform your relationship with Crown Castle.
Enclosed is a COPY of the Executed Amendment for your records.

Should you have any questions, please feel free to contact me at any time

Sincerely,

A

**Project Coordinator
Crown Castle International
Ph:(713) 570-3000
Fax: (724) 416-6923**

Site: Corra Tower
BUN: 871948

SECOND AMENDMENT TO ANTENNA SITE LEASE

This **SECOND AMENDMENT TO ANTENNA SITE LEASE** (the "Amendment") is made as of the 1st day of June, 2012, by and between **D.S. NORTH AMERICA HOLDINGS, INC.**, a Delaware corporation (the "Landlord"), having a mailing address of 5110 Tollview Drive, Rolling Meadows, Illinois 60008, and **PINNACLE TOWERS LLC**, a Delaware limited liability company (the "Tenant" or "Pinnacle"), with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WHEREAS, Landlord's predecessor-in-interest and Tenant's predecessor-in-interest entered into an Antenna Site Lease with a commencement date of June 1, 2000, as amended by that certain First Amendment To Antenna Site Lease dated as of May 12, 2009 (collectively, the "Lease"), whereby Tenant leased certain real property located in Cook County, Illinois (the "Site"), which is located on Landlord's property, which is more particularly described in **Exhibit A** (the "Parent Parcel");

WHEREAS, the Lease has an original term that will terminate on May 31, 2012 ("Original Term") and Landlord and Tenant desire to amend the terms of the Lease to provide for an additional period beyond the Original Term; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. **Extension of Term.** The Term of Lease is hereby extended for one additional period of seventeen (17) years and 364 days, commencing on June 1, 2012 and expiring on May 30, 2030 (the "Fourth Extension Term"). Notwithstanding anything in the Lease to the contrary, Tenant has no further rights to extend the Term of the Lease or renew the Lease. The Site shall be leased during the Fourth Extension Term in its current "as-is" condition, with no obligation on the part of Landlord to make any alterations or improvements thereto.

3. **Options To Terminate.** Notwithstanding anything herein to the contrary, Landlord and Tenant shall each have the right, in its sole and absolute discretion, to terminate the Lease effective as of May 31, 2015, or May 31, 2018, or May 31, 2021, or May 31, 2024 or May 31, 2027 upon written notice to the other party received by the other party not later than April 1, 2015, or April 1, 2018, or April 1, 2021, or April 1, 2024 or April 1, 2027, as applicable.

4. **Signing Bonus.** In consideration of Landlord's extension of the Term of the Lease, Tenant shall, within sixty (60) days after the full execution of this Amendment, pay Landlord the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00).

5. No Recording. Pinnacle shall not record the Lease, this Amendment or any memorandum thereof without Landlord's consent, which consent may be withheld or denied in Landlord's sole and absolute discretion.

6. Ratification. Landlord and Tenant agree that any and all actions or inactions that have occurred or should have occurred prior to the date of this Amendment are approved and ratified by the parties and the parties agree that no breaches or defaults exist as of the date of this Amendment.

7. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease and all amendments thereto shall remain in full force and effect. Any portion of the Lease and all amendments thereto that are inconsistent with this Amendment are hereby amended to be consistent.

8. Brokers. Tenant and Landlord each represents to the other that it has dealt with no brokers in connection with this Amendment. Tenant shall indemnify and hold Landlord harmless from all claims of any brokers claiming to have represented Tenant in connection with this Amendment. Landlord agrees to indemnify and hold Tenant harmless from all claims of any brokers claiming to have represented Landlord in connection with this Amendment.

9. Binding Effect. This Amendment is to be binding upon and inure to the benefit of the parties to this Amendment and to their respective heirs, successors and assigns.

10. Counterparts. This Amendment may be executed in counterparts and it is the intention of the parties hereto that any executed counterpart shall constitute the agreement of the parties and that all of the counterparts shall together constitute one and the same agreement of the parties.

11. Facsimile Signatures. Any facsimile or electronic transmittal of original signature versions of this Amendment shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document. The parties also agree to promptly exchange counterparts with original signatures.

12. Incorporation. Except as modified herein, all other terms and conditions of the Lease between the parties above described shall continue in full force and effect.

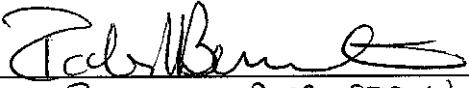
13. Limitation of Landlord's Liability. Redress for any claims against Landlord under this Amendment or under the Lease shall only be made against Landlord to the extent of Landlord's interest in the Parent Parcel. The obligations of Landlord under this Amendment and the Lease shall not be personally binding on, nor shall any resort be had to the private properties of, any of its board of directors and officers, or any beneficiaries, stockholders, employees or agents of Landlord.

14. Entire Agreement. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

IN WITNESS WHEREOF, Landlord and Tenant, having read the foregoing and intending to be legally bound hereby, have executed this Second Amendment To Antenna Site Lease as of the day and year first written above.

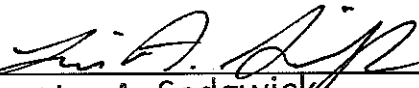
LANDLORD:

D.S. NORTH AMERICA HOLDINGS, INC., a Delaware corporation

By: 
Name: ROBERT BERNSTEIN
Its: _____

TENANT:

PINNACLE TOWERS LLC, a Delaware limited liability company

By: 
Name: Lisa A. Sedgwick
Its: RET Manager
5-14-12

 5/4/12



EXHIBIT A

Legal description of the Parent Parcel

Land situated in Cook County, Illinois, described as follows:

Parcel 1: The Westerly 216.50 feet, as measured along the Northerly line thereof, of Lot 9 in Rolling Meadows Industrial Center, Unit 1, a Subdivision of part of Sections 7 and 8, Township 41 North, Range 11 East of the Third Principal Meridian according to the plat thereof recorded September 20, 1965 as Document 19592045 in Cook County, Illinois; also, •

Parcel 2: Lot 9 (except the Westerly 216.50 feet and except the Easterly 248.50 feet, both as measured along the Northerly line thereof) in Rolling Meadows Industrial Center, Unit 1, a Subdivision of part of Sections 7 and 8, Township 41 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded September 20, 1965 as Document 19592045 in Cook County, Illinois.

Tax Parcel Identification Number: 08-07-405-002-0000

Common Address: 5110 Tollview Drive, Rolling Meadows, Illinois 60008



1500 Corporate Drive
Canonsburg, PA 15317

Phone: (724) 416-9852
www.crowncastle.com

January 4, 2019

VIA DocuSign:
bbernstein@screenusa.com

SCREEN North America Holdings, Inc.

Formerly Known As: D.S. NORTH AMERICA HOLDINGS, INC.

5110 TOLLVIEW DRIVE
ROLLING MEADOWS, IL 60008

Re: BU 871948 / Corra Tower / 5110 Tollview Road, ROLLING MEADOWS, IL 60008 ("Site")
Antenna Site Lease, dated May 25, 2000, as amended ("Lease")
Consent for Sublease – *Dish Network*

Dear D.S. NORTH AMERICA HOLDINGS, INC.,

As you are aware, Pinnacle Towers LLC ("Lessee") is the Lessee under the Lease. Lessee is the owner and operator of shared wireless communication facilities.

In order to better serve the public and minimize the amount of towers in an area where this property is located, and/or improve the financial viability of the site, Lessee plans to sublease to Dish Network. The sublease will not alter the character or use of the site nor will it change the nature of Pinnacle Towers LLC's occupancy of the site.

Pursuant to Paragraph 20 (b) of the Lease, Lessee is required to obtain your consent, which consent cannot be unreasonably withheld, conditioned or delayed. Lessee, therefore, respectfully requests your consent.

As used in this letter, the term "sublease" shall include any arrangement by which a third party can install and operate its equipment on the property subject to the Lease. Lessee will continue to be responsible for performing all of the obligations under the Lease. Proposed work will occur within the Leased Premises, if any work is to be completed outside of the Leased Premises, Landowner's Consent will be obtained prior to work commencing.

Please indicate your consent by executing this letter where indicated below. If you have any questions concerning this issue, please contact Hali Hilderbrand at (724) 416-9852 or Hali.Hilderbrand@crowncastle.com.

Sincerely,

Agreed and accepted on 1/4/2019 | 1:49:33 PM EST
(Date)

DocuSigned by:

A handwritten signature in black ink that reads 'Hali Hilderbrand'.

Hali Hilderbrand
Real Estate Specialist

DocuSigned by:

A handwritten signature in black ink that reads 'Bob Bernstein'.

(Lessor's signature)

Certificate Of Completion

Envelope Id: EC2AA728C609425A9C4553077EC3D810

Status: Completed

Subject: Please DocuSign: BU#871948 / Consent to Sublease / Dish Network Order ID 471792

Source Envelope:

Document Pages: 1

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 0

Hali Hilderbrand

AutoNav: Enabled

2000 Corporate Drive

Envelopeld Stamping: Enabled

Canonsburg, PA 15317

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

hali.hilderbrand@crowncastle.com

IP Address: 208.103.121.51

Record Tracking

Status: Original

Holder: Hali Hilderbrand

Location: DocuSign

1/4/2019 1:36:41 PM

hali.hilderbrand@crowncastle.com

Signer Events

Hali Hilderbrand

hali.hilderbrand@crowncastle.com

Crown Castle International Corp.

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Hali Hilderbrand
270204D063D3494...

Signature Adoption: Pre-selected Style
Using IP Address: 208.103.121.51

Timestamp

Sent: 1/4/2019 1:37:56 PM

Viewed: 1/4/2019 1:38:27 PM

Signed: 1/4/2019 1:38:32 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Bob Bernstein

bbernstein@screenusa.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Bob Bernstein
67576812194C42D...

Signature Adoption: Pre-selected Style
Using IP Address: 50.240.185.253

Sent: 1/4/2019 1:38:32 PM

Viewed: 1/4/2019 1:43:46 PM

Signed: 1/4/2019 1:49:33 PM

Electronic Record and Signature Disclosure:

Accepted: 1/4/2019 1:43:46 PM

ID: 124a774c-4549-4b7a-8eb2-542f3232496d

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

1/4/2019 1:38:32 PM

Certified Delivered

Security Checked

1/4/2019 1:43:46 PM

Signing Complete

Security Checked

1/4/2019 1:49:33 PM

Completed

Security Checked

1/4/2019 1:49:33 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

In order to provide more efficient and faster service, Crown Castle ("we", "us" or "company") is pleased to announce the use of DocuSign, Inc. ("DocuSign") electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below. Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any document for execution or other document or record provided or made available electronically to you by us. You will be able to download and print documents we send to you through the DocuSign system during and immediately after each signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time thereafter. To request paper copies of documents previously provided by us to you electronically, send an e-mail to esignature@CrownCastle.com, requesting the subject paper copies and stating your e-mail address, name, US Postal address and telephone number.

Withdrawing your consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to esignature@CrownCastle.com stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

Consequences of withdrawing consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

Documents for execution, and other documents and records may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

How to contact Crown Castle

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: esignature@CrownCastle.com

To contact us by paper mail, send correspondence to

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

To advise Crown Castle and DocuSign of your new e-mail address

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to esignature@CrownCastle.com and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

Required hardware and software

Browsers:	Internet Explorer® 11 (Windows only); Windows Edge Current Version; Mozilla Firefox Current Version; Safari™ (Mac OS only) 6.2 or above; Google Chrome Current Version; Note : Pre-release (e.g., beta) versions of operating systems and browsers are not supported.
Mobile Signing:	Apple iOS 7.0 or above; Android 4.0 or above
PDF Reader:	Acrobat® Reader or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768

Enabled Security Settings:	Allow per session cookies
----------------------------------	---------------------------

These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive documents electronically

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the "I agree" button below.

By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.



1500 Corporate Drive
Canonsburg, PA 15317

Phone: (724) 416-9852
www.crowncastle.com

June 4, 2018

VIA DocuSign:
bbernstein@screenusa.com

D.S. NORTH AMERICA HOLDINGS, INC.
5110 TOLLVIEW DRIVE
ROLLING MEADOWS, IL 60008

Re: BU 871948 / Corra Tower / 5110 Tollview Road, ROLLING MEADOWS, IL 60008 ("Site")
Antenna Site Lease, dated May 25, 2000, as amended ("Lease")
Consent for Sublease – *T-Mobile*

Dear D.S. NORTH AMERICA HOLDINGS, INC.,

As you are aware, Pinnacle Towers LLC ("Lessee") is the Lessee under the Lease. Lessee is the owner and operator of shared wireless communication facilities.

In order to better serve the public and minimize the amount of towers in an area where this property is located, and/or improve the financial viability of the site, Lessee plans to sublease to T-Mobile. The sublease will not alter the character or use of the site nor will it change the nature of Pinnacle Towers LLC's occupancy of the site.

Pursuant to Paragraph 20 (b) of the Lease, Lessee is required to obtain your consent, which consent cannot be unreasonably withheld, conditioned or delayed. Lessee, therefore, respectfully requests your consent.

As used in this letter, the term "sublease" shall include any arrangement by which a third party can install and operate its equipment on the property subject to the Lease. Lessee will continue to be responsible for performing all of the obligations under the Lease. Proposed work will occur within the Leased Premises, if any work is to be completed outside of the Leased Premises, Landowner's Consent will be obtained prior to work commencing.

Please indicate your consent by executing this letter where indicated below. If you have any questions concerning this issue, please contact Hali Hilderbrand at (724) 416-9852 or Hali.Hilderbrand@crowncastle.com.

Sincerely,

Agreed and accepted on 6/4/2018 | 4:22:10 PM EDT
(Date)

DocuSigned by:

A handwritten signature in black ink that reads 'Hali Hilderbrand'.

Hali Hilderbrand
Real Estate Specialist

DocuSigned by:

A handwritten signature in black ink that reads 'Bob Bernstein'.

(Lessor's signature)

Certificate Of Completion

Envelope Id: 491C4FE07D5240D89295590808F8BDAF

Status: Completed

Subject: Please DocuSign: BU#871948 / Consent to Sublease / T-Mobile Order ID 444197

Source Envelope:

Document Pages: 1

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 0

Hali Hilderbrand

AutoNav: Enabled

2000 Corporate Drive

Envelopeld Stamping: Enabled

Canonsburg, PA 15317

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

hali.hilderbrand@crowncastle.com

IP Address: 208.103.121.51

Record Tracking

Status: Original

Holder: Hali Hilderbrand

Location: DocuSign

6/4/2018 | 2:01:46 PM

hali.hilderbrand@crowncastle.com

Signer Events

Hali Hilderbrand

hali.hilderbrand@crowncastle.com

Crown Castle International Corp.

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Hali Hilderbrand
270204D063D3494...

Using IP Address: 208.103.121.51

Timestamp

Sent: 6/4/2018 | 2:04:29 PM

Viewed: 6/4/2018 | 2:04:35 PM

Signed: 6/4/2018 | 2:04:39 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Bob Bernstein

bob.bernstein@screenamericas.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Bob Bernstein
07C7F4A50D954F1...

Using IP Address: 50.240.185.253

Sent: 6/4/2018 | 2:04:40 PM

Viewed: 6/4/2018 | 4:16:34 PM

Signed: 6/4/2018 | 4:22:10 PM

Electronic Record and Signature Disclosure:
Accepted: 6/4/2018 | 4:16:34 PM
ID: f996353b-f896-4fc3-8508-61469aaf54d9

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/4/2018 2:04:40 PM
Certified Delivered	Security Checked	6/4/2018 4:16:34 PM
Signing Complete	Security Checked	6/4/2018 4:22:10 PM
Completed	Security Checked	6/4/2018 4:22:10 PM
Payment Events	Status	Timestamps

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

In order to provide more efficient and faster service, Crown Castle (a "company" or "company") is pleased to announce the use of DocuSign, Inc. (a "DocuSign") electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below. Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any document for execution or other document or record provided or made available electronically to you by us. You will be able to download and print documents we send to you through the DocuSign system during and immediately after each signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time thereafter. To request paper copies of documents previously provided by us to you electronically, send an e-mail to esignature@CrownCastle.com, requesting the subject paper copies and stating your e-mail address, name, US Postal address and telephone number.

Withdrawing your consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to esignature@CrownCastle.com stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

Consequences of withdrawing consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

Documents for execution, and other documents and records may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

How to contact Crown Castle

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: esignature@CrownCastle.com

To contact us by paper mail, send correspondence to

Crown Castle

2000 Corporate Drive

Canonsburg, PA 15317

To advise Crown Castle and DocuSign of your new e-mail address

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to esignature@CrownCastle.com and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive documents electronically

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the "I agree" button below.

By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.



1500 Corporate Drive
Canonsburg, PA 15317

Phone: (724) 416-2750
www.crowncastle.com

June 30, 2017

VIA DocuSign
bbernstein@screenusa.com

D.S. NORTH AMERICA HOLDINGS, INC.
5110 TOLLVIEW DRIVE
ROLLING MEADOWS, IL 60008

Re: BU 871948 / Corra Tower / 5110 Tollview Road, ROLLING MEADOWS, IL 60008 ("Site")
Antenna Site Lease, dated June 1, 2000, as amended ("Lease")
Consent for Sublease – Comcast Cable Communications

Dear D.S. NORTH AMERICA HOLDINGS, INC.,

As you are aware, Pinnacle Towers LLC ("Lessee") is the Lessee under the Lease. Lessee is the owner and operator of shared wireless communication facilities.

In order to better serve the public and minimize the amount of towers in an area where this property is located, and/or improve the financial viability of the site, Lessee plans to sublease to Comcast Cable Communications. The sublease will not alter the character or use of the site nor will it change the nature of Pinnacle Towers LLC's occupancy of the site.

Pursuant to Paragraph 20 of the Lease, Lessee is required to obtain your consent, which consent cannot be unreasonably withheld, conditioned or delayed. Lessee, therefore, respectfully requests your consent.

As used in this letter, the term "sublease" shall include any arrangement by which a third party can install and operate its equipment on the property subject to the Lease. Lessee will continue to be responsible for performing all of the obligations under the Lease.

Please indicate your consent by executing this letter where indicated below. If you have any questions concerning this issue, please contact Joseph DeFrancis at (724) 416-2750 or Joseph.DeFrancis@crowncastle.com.

Sincerely,

Agreed and accepted on 6/30/2017 | 1:15:53 PM EDT
(Date)

DocuSigned by:

Joseph DeFrancis

Joseph DeFrancis
Real Estate Specialist

DocuSigned by:

Bob Bernstein

(Lessor's signature)

Certificate of Completion

Envelope Id: EE5250F999954140A9E768CED805F499	Status: Completed
Subject: Please DocuSign: 841948 Consent Letter - Comcast.docx	
Source Envelope:	
Document Pages: 1	Signatures: 2
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 4	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Joseph DeFrancis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2000 Corporate Drive
	Canonsburg, PA 15317
	joseph.defrancis@crowncastle.com
	IP Address: 208.103.121.51

Record Tracking

Status: Original	Holder: Joseph DeFrancis	Location: DocuSign
6/30/2017 11:03:54 AM	joseph.defrancis@crowncastle.com	

Signer Events

Bob Bernstein bbernstein@screenusa.com Security Level: Email, Account Authentication (None)	Signature  DocuSigned by: Bob Bernstein 67576812194C42D... Using IP Address: 24.15.31.8	Timestamp Sent: 6/30/2017 11:07:22 AM Viewed: 6/30/2017 11:40:04 AM Signed: 6/30/2017 1:15:53 PM
---------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------

Electronic Record and Signature Disclosure:
 Accepted: 6/30/2017 | 11:40:04 AM
 ID: 1bdf93da-8a09-4870-bed6-e43026bb2ef5

Joseph DeFrancis joseph.defrancis@crowncastle.com Crown Castle International Corp. Security Level: Email, Account Authentication (None)	Signature  DocuSigned by: Joseph DeFrancis 80E75548D4AC426... Using IP Address: 208.103.121.51	Sent: 6/30/2017 11:07:22 AM Viewed: 6/30/2017 11:07:31 AM Signed: 6/30/2017 11:07:38 AM
--------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2017 11:07:22 AM
Certified Delivered	Security Checked	6/30/2017 11:40:04 AM
Signing Complete	Security Checked	6/30/2017 1:15:53 PM
Completed	Security Checked	6/30/2017 1:15:53 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

In order to provide more efficient and faster service, Crown Castle (a "company" or "company") is pleased to announce the use of DocuSign, Inc. (a "DocuSign") electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below. Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any document for execution or other document or record provided or made available electronically to you by us. You will be able to download and print documents we send to you through the DocuSign system during and immediately after each signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time thereafter. To request paper copies of documents previously provided by us to you electronically, send an e-mail to esignature@CrownCastle.com, requesting the subject paper copies and stating your e-mail address, name, US Postal address and telephone number.

Withdrawing your consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to esignature@CrownCastle.com stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

Consequences of withdrawing consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

Documents for execution, and other documents and records may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

How to contact Crown Castle

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: esignature@CrownCastle.com

To contact us by paper mail, send correspondence to

Crown Castle

2000 Corporate Drive

Canonsburg, PA 15317

To advise Crown Castle and DocuSign of your new e-mail address

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to esignature@CrownCastle.com and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive documents electronically

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the "I agree" button below.

By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.



1500 Corporate Drive
Canonsburg, PA 15317

(724) 416-2750

www.crowncastle.com

August 31, 2016

VIA Docusign

Bob Bernstein: bbernstein@screenusa.com

D.S. NORTH AMERICA HOLDINGS, INC.
5110 TOLLVIEW DRIVE
ATTN: BOB BERNSTEIN
ROLLING MEADOWS, IL 60008

RE: BU 871948 / Corra Tower / 5110 Tollview Road, Rolling Meadows, IL 60008 ("Site")
Antenna Site Lease, dated June 1, 2000, as amended ("Lease")
Consent for Modification

Dear Mr. Bernstein,

As you are aware, Pinnacle towers, LLC ("Lessee") is the Lessee under the Lease. Lessee is the owner and operator of shared wireless communication facilities.

In order to better serve the public and minimize the amount of towers in an area where this property is located, and/or improve the financial viability of a site, Lessee plans to modify Township High School Dist. 211's equipment by replacing the center antenna on all sectors at wireless communication facility (the "Modification").

Pursuant to Paragraph 4 of your Lease, Lessee is required to obtain your consent to modify the existing equipment, which consent cannot be unreasonable withheld, conditioned or delayed. Lessee, therefore, respectfully requests your consent.

Please indicate your consent by executing this letter where indicated below and finalize your electronic approval.

Thank you for your continued cooperation. If you have any questions concerning this issue, please contact Joseph DeFrancis at (724) 416-2750 or Joseph.DeFrancis@crowncastle.com.

Sincerely,

Agreed and accepted _____
(Date)

DocuSigned by:

80E75548B34AC426
Joseph DeFrancis
Real Estate Specialist

DocuSigned by:

07C7F4A50D954F1... (Lessor's signature)

Certificate Of Completion

Envelope Id: BF6DACE6DB414BDA8CC89C9AC7BA7411

Status: Completed

Subject: Consent Request / BU#871948 / Signature Required

Source Envelope:

Document Pages: 1

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 0

Hali Hilderbrand

AutoNav: Enabled

Canonsburg, PA 15317

Envelopeld Stamping: Enabled

hali.hilderbrand@crowncastle.com

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

IP Address: 208.103.121.51

Record Tracking

Status: Original

Holder: Hali Hilderbrand

Location: DocuSign

8/31/2016 | 3:36:26 PM

hali.hilderbrand@crowncastle.com

Signer Events

Mr. Bernstein

bob.bernstein@screenamericas.com

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Mr. Bernstein
07C7F4A50D954F1

Using IP Address: 50.240.185.253

Timestamp

Sent: 9/21/2016 | 3:40:50 PM

Viewed: 9/21/2016 | 6:00:01 PM

Signed: 9/21/2016 | 6:00:15 PM

Electronic Record and Signature Disclosure:

Accepted: 9/21/2016 | 6:00:01 PM

ID: ca0177ef-2453-4475-8082-c2fe4e2bc475

Joe DeFrancis

joseph.defrancis@crowncastle.com

Crown Castle International Corp.

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Joe DeFrancis
80E75548D4AC426...

Using IP Address: 208.103.121.51

Sent: 9/21/2016 | 6:00:16 PM

Viewed: 9/22/2016 | 8:37:03 AM

Signed: 9/22/2016 | 8:37:39 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Mr. Bernstein

bbernstein@screenusa.com

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 9/21/2016 | 3:40:49 PM

Viewed: 9/22/2016 | 11:01:12 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

Notary Events

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/21/2016 6:00:16 PM
Certified Delivered	Security Checked	9/22/2016 8:37:03 AM
Signing Complete	Security Checked	9/22/2016 8:37:39 AM
Completed	Security Checked	9/22/2016 8:37:39 AM

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

In order to provide more efficient and faster service, Crown Castle (a "company" or "company") is pleased to announce the use of DocuSign, Inc. (a "DocuSign") electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below. Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any document for execution or other document or record provided or made available electronically to you by us. You will be able to download and print documents we send to you through the DocuSign system during and immediately after each signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time thereafter. To request paper copies of documents previously provided by us to you electronically, send an e-mail to esignature@CrownCastle.com, requesting the subject paper copies and stating your e-mail address, name, US Postal address and telephone number.

Withdrawing your consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to esignature@CrownCastle.com stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

Consequences of withdrawing consent to receive and/or execute documents electronically

If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

Documents for execution, and other documents and records may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

How to contact Crown Castle

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: esignature@CrownCastle.com

To contact us by paper mail, send correspondence to

Crown Castle

2000 Corporate Drive

Canonsburg, PA 15317

To advise Crown Castle and DocuSign of your new e-mail address

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to esignature@CrownCastle.com and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive documents electronically

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the "I agree" button below.

By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.