

STANDARD LEASE AGREEMENT

This Standard Lease Agreement ("Agreement") is entered into this 10 day of October, 1996, between SMART SMR OF ILLINOIS, INC., a Delaware Corporation, d/b/a Nextel Communications ("Lessee"), and John LaCasola, a married man ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land located in the City of Volo, County of Lake, State of Illinois, commonly known as 27764 Volo Village Road, Volo, IL 60073 ("Land"). The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately twenty-five hundred (2,500) square feet of the Land ("Premises") as described in Exhibit B annexed hereto.

2. **Use.** The Premises may be used by Lessee for any activity in connection with the provision of telecommunications services. Lessor at Lessee's expense, hereby authorizes Lessee, its agents, servants and contractors to act on its behalf pertaining to application for and obtaining zoning, building permits, and any and all other necessary approvals, that may be required for Lessee's intended use of the Premises for and during the term of this Agreement.

3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of making necessary engineering surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a)); provided, however, such tests and constructing shall be at Lessee's sole cost and expense.

4. **Term.** The term of this Agreement shall be five (5) years commencing on the date Lessee begins construction of the Lessee Facilities (as defined in Paragraph 6(a)) or no later than six (6) months after Lessee receives the building permit, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date ("Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for five (5) successive five (5) year periods ("Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

5. **Rent.**

(a) Within fifteen (15) business days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent Nine Hundred and 00/100 Dollars (\$900.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at 1430 Old Bay Road, Johnsburg, IL 60050, Attention: John LaCasola.

(b) Rent during the Renewal Terms shall be according to the following schedule:

| | |
|--------------------------------|---------------------|
| Rent for First Renewal Term = | \$ 1,000.00 / month |
| Rent for Second Renewal Term = | \$ 1,100.00 / month |
| Rent for Third Renewal Term = | \$ 1,200.00 / month |
| Rent for Fourth Renewal Term = | \$ 1,300.00 / month |
| Rent for Fifth Renewal Term = | \$ 1,400.00 / month |

6. **Facilities, Utilities, Access.**

(a) Lessee, at its sole cost and expense, has the right to erect, maintain and operate on the Premises radio communications facilities, including an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment shelter, electronic equipment, radio transmitting and receiving antennas and supporting structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessor's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. Lessee's construction and installation work shall be performed in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. Lessee Facilities shall remain Lessor's personal property and are not fixtures. Lessee shall remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity, by submeter, and other utilities from the existing utilities on the Land or obtain, at its sole cost and expense, separate utility service from any utility company that will provide service to the Land (including a standby power generator for Lessee's exclusive use). Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company.

(c) Lessee, Lessee's employees, agents and subcontractors shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge.

7. **Interference.**

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Land, provided that their installations predate the execution of this Agreement. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Land if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period.

8. **Taxes.** If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes.

9. **Waiver of Lessor's Lien.**

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has financed the Lessee Facilities ("Collateral") with Motorola, Inc. ("Motorola") and NTPC Capital Corporation ("NTPC") and may from time to time enter into similar financing arrangements with others in connection with any such financing. Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

INITIALS
[Handwritten initials]

10. Termination.

(a) This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice, and further provided that in the event of a cure which requires in excess of sixty (60) days to complete, if the defaulting party has not commenced such cure within sixty (60) days of such notice and is not diligently prosecuting said cure to completion, and further provided that the Lessee shall have the right to cure the default of Lessor following such notice and cure period and to deduct the cost of such cure from rent due hereunder upon presentation of an accounting of such costs to Lessor; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

(b) Lessor consents to the assignment by Lessee of this Agreement to Motorola and/or NTPC and/or other lenders as security for the payment of all indebtedness and performance of obligations under the promissory notes and Financing and Security Agreement evidencing the financing referred to in Paragraph 9(b); provided that such assignment shall not constitute assumption by Motorola and/or NTPC and/or other lenders of any obligations under this Agreement unless and until Motorola and/or NTPC and/or other lender(s) elects to assume Lessee's rights and obligations herein in the event Lessee defaults under such promissory notes, Financing Agreement or any agreement with Motorola and/or NTPC and/or other lenders related thereto. In such event, Motorola and/or NTPC and/or other lender(s) shall have no obligation to take in its name and/or in the name of Lessee or otherwise, such actions as Motorola and/or NTPC and/or other lenders may, at any time or from time to time deem necessary to utilize the Premises. Lessee hereby irrevocably authorizes Lessor to accept such performance by Motorola and/or NTPC and/or other lenders.

11. Destruction or Condemnation. If the Premises or Lessee Facilities are damaged, destroyed or condemned, Lessee may elect to terminate this Agreement as of the date of the damage, destruction or condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction or condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor shall be named as an additional insured on Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

13. Waiver of Subrogation. Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Lessee Facilities arising out of or in connection with any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. Assignment and Subletting. Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to Motorola's and/or NTPC's and/or other lender's interest, if any, in this Agreement as set forth in Paragraphs 9 and 10. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraphs 9 and 10, and Lessee may sublet all or any portion of the Premises to one or more entities for telecommunications uses only without Lessor's consent.

15. Warranty of Title and Quiet Enjoyment. Lessor warrants that: (i) Lessor owns the Land in fee simple and has rights of access thereto; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises.

16. Repairs. Lessee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

17. Hazardous Substances. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

18. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: John Locascio
1420 Old Bay Road
Johannsburg, IL 60850

Lessee: Smart SMR of Illinois, Inc.
300 Park Boulevard, 5th Floor
Roxas, IL 60143
Attn: Site Development Manager

With a copy to: Nextel Communications, Inc.
1505 Farm Credit Drive
McLean, VA 22104
Attn: Contracts Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(e) This Agreement shall be governed by the laws of the State of Illinois.
(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the Official Records of the County where the Land is located. In the event the Land is encumbered by a mortgage or deed of trust, Lessor agrees to assist Lessee in obtaining a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such approval or consent shall not be unreasonably delayed or withheld.
(h) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(i) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR

John Locascio, a married man

By: [Signature]
Date: 10-18-96
Title: Owner
Fax ID# 316-24-4795

LESSEE

SMART SMR OF ILLINOIS, INC., a Delaware Corporation,
d/b/a Nextel Communications

By: [Signature]
Date: 10/28/96
Title: President Chicago Market

EXHIBIT A
DESCRIPTION OF LAND

to the Agreement dated October 18, 1996, by and between John Locascio, as Lessor, and SMART SMR OF ILLINOIS, INC., as Lessee,

The Land is described and/or depicted as follows:

That part of Government Lot 2 of the Northwest Quarter of Section 3, Township 44 North, Range 9, East of the Third Principal Meridian, in Lake County, Illinois, described as beginning at the intersection of the West line of the East Half of said Government Lot 2 as established by using the Westerly line of Parkville (according to the Plat thereof, recorded May 22, 1854, in Book "9" of Deeds, page 95, in Lake County, Illinois) to establish the East line of said Government Lot 2 of the Northwest Quarter, Section 3 and the center line of State Route 120; thence North 71°30' East along the center of road, 135 feet - deed (125.58 feet - measured); thence North 7° West along the East line and East line extended of School Lot, 185.5 feet - deed (184.28 feet - measured) to the Northeast corner thereof; thence North 86° 15' West, 352.3 feet - deed and measured; thence South 1° 25' West, 337 feet - deed (339.73 feet - measured) to the center of State Route 120; thence North 71° 30' East - deed (North 70° 43' 52" East - measured), 360 feet - deed (271.55 feet measured) to the place of beginning, together with an easement over, across, and under the lands of grantors, lying Westerly of lands herein described for the purpose of maintaining, cleaning, repairing and re-installation of an underground storm drain tile presently in existence and extending from the Westerly line of the lands herein conveyed Westerly to Potter's pond.

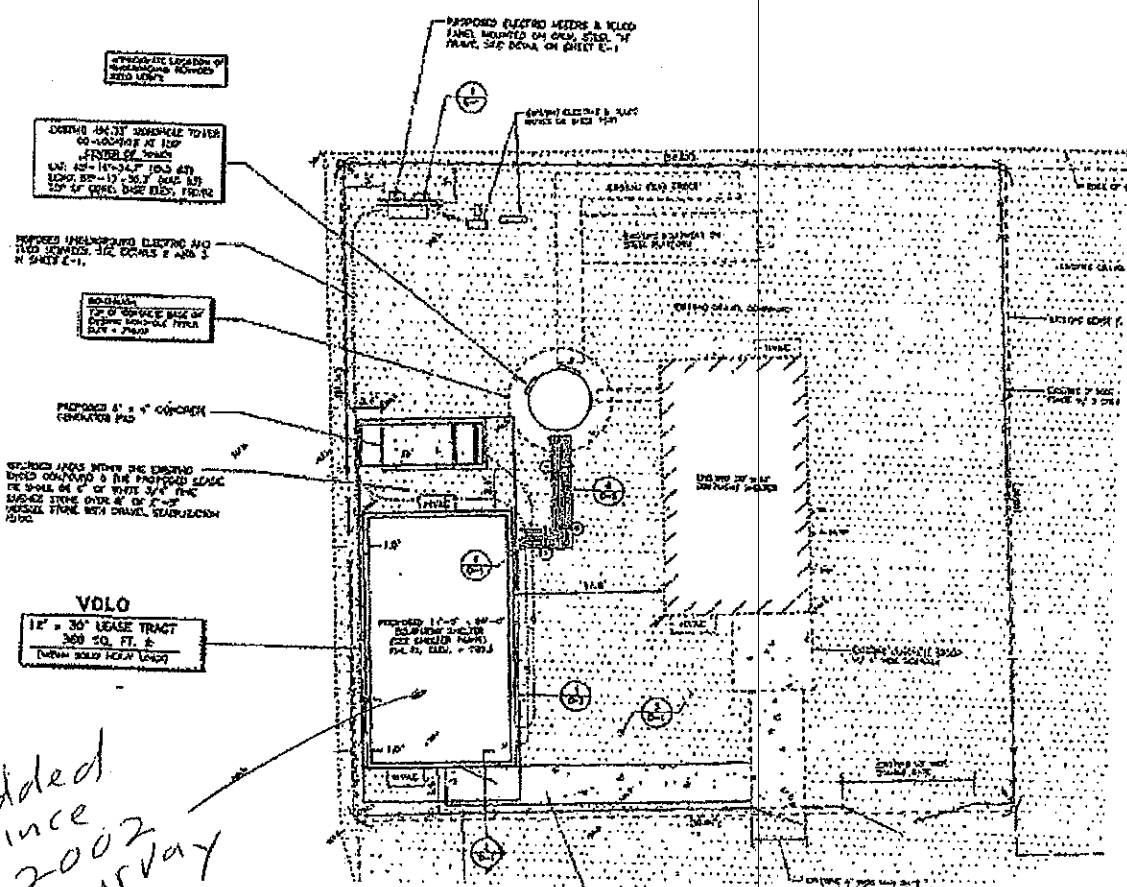
and commonly known as: 27764 Volo Village Road, Volo, IL
P.I.N.: 09-03-100-007

INITIALS
[Handwritten Signature]

ADDED
BLDG
AS OF

2009

EXHIBIT B



Added
since
2002
survey

Second Amendment to Standard Lease Agreement

Volvo IL2, IL Site # 304472