



PrimeCo Personal Communications
One Pierce Place, Suite 1100
Itasca, Illinois 60143

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

December 18, 2001

Flamerit, Inc.
Ron Uher
3321 S. Route 31
Crystal Lake, IL 60014

FORMAL NOTICE

Re: Renewal Notice of PCS Site Agreement for property located at: 3321 S. Route 31, Crystal Lake, IL 60014 (PrimeCo Site # 12-4128-1)

Dear Mr. Uher:

Pursuant to the PCS Site Agreement between Flamerit, Inc., and Chicago 20 MHz, d/b/a PrimeCo Personal Communications and successor to PrimeCo Personal Communications L.P. (formerly known as PCS PrimeCo, L. P.), dated March 4, 1997 this letter shall serve as a formal notice that PrimeCo is exercising its option to renew the Agreement for the first five (5) year renewal term set forth in paragraph 4 of the specified Agreement. As depicted in the Agreement, the first renewal term of the Lease will expire on March 03, 2002. The annual rent for this site for the next succeeding 5 years will be \$12,960.00 from March 04, 2002 to March 03, 2007. Rent for the first year of the first renewal term shall be paid on March 04, 2002.

PrimeCo looks forward to a continuing mutually satisfactory relationship with your Company. If you have any questions or concerns please contact me at (630) 285-1590.

Sincerely,

Liz Dzik

Property / Lease Administrator

cc: S. Christie – Property Manager, PrimeCo
K. Parzyck – Director of Network Implementation and Administration, PrimeCo
C. Morter – Associate General Counsel, PrimeCo

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 0600 0027 6405 6708

4128-1		Delivered 2:30 PM
Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	
Recipient's Name (Please Print Clearly) (to be completed by mailer)		
Street, Apt. No., or PO Box No.		
City, State, ZIP+4		

PS Form 3800, February 2000

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Flamerit, Inc.
 Ron Uher
 3321 S. Route 31
 Crystal Lake, IL 60014
 12-4128-1

2.

PS Form 3800, February 2000

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
X <i>Ron Uher</i>	X
C. Signature	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
X <i>Ron Uher</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Insured Mail
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

102595-00-M-0952



PrimeCo Personal Communications
One Pierce Place, Suite 1100
Itasca, Illinois 60143

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

FILE COPY

November 5, 2001

Flamerit, Inc.
Ron Uher
3321 S. Route 31
Crystal Lake, IL 60014

FORMAL NOTICE

Re: Renewal Notice of PCS Site Agreement for property located at: 3321 S. Route 31, Crystal Lake, IL 60014 (PrimeCo Site # 12-4128-1)

Dear Mr. Uher:

Pursuant to the PCS Site Agreement between Flamerit, Inc., and Chicago 20 MHz, d/b/a PrimeCo Personal Communications and successor to PrimeCo Personal Communications L.P. (formerly known as PCS PrimeCo, L. P.), dated March 4, 1997 this letter shall serve as a formal notice that PrimeCo is exercising its option to renew the Agreement for the first five (5) year renewal term set forth in paragraph 4 of the specified Agreement. As depicted in the Agreement, the first renewal term of the Lease will expire on March 03, 2002. The annual rent for this site for the next succeeding 5 years will be \$12,960.00 from March 04, 2002 to March 03, 2007. Rent for the first year of the first renewal term shall be paid on March 04, 2002.

PrimeCo looks forward to a continuing mutually satisfactory relationship with your Company. If you have any questions or concerns please contact me at (630) 285-1590.

Sincerely,

Liz Dzik
Property / Lease Administrator

cc: S. Christle – Property Manager, PrimeCo
K. Parzyck – Director of Network Implementation
C. Morter – Associate General Counsel, PrimeCo

U.S. Postal Service		CERTIFIED MAIL RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>
Article Sent To		
12-4128-1		Postmark Here
Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	
Name (Please Print Clearly) (to be completed by mailer)		
Street, Apt. No., or PO Box No.		
City, State, ZIP+4		

7000 0600 0021 9695 7888

Distribution: Finance Dept, Lease Control - Westlake, TX
 Market Project Manager
 Market Construction Manager

Project # 103104

Market 7212

PrimeCo Personal Communications, L.P.

LEASE SUMMARY

Lease Date	<u>03/04/97</u>	Site Name	<u>4128-1 / Prairie Grove</u>	Location	<u>3321 S. Rt. 31</u>
Addendum Date		Type	<u>RL = Monopole</u>		<u>Crystal Lake, IL 60014</u>
Term in Months	<u>60</u>	Origin	<u>standard</u>		<u>McHenry County, IL</u>
Expiration Date	<u>03/03/02</u>	Owner	<u>Flamerit, Inc</u>		<u>Telephone # 815-455-0320</u>
			<u>3321 S. Rt. 31</u>		
			<u>Crystal Lake, IL 60014</u>		
Lessor	<u>Flamerit, Inc</u>	Attention:	<u>Ronald Uher, President</u>	# Options to Lease	<u>4 - 5yr Extns</u>
	<u>3321 S. Rt. 31</u>			Percent Increase	<u>20% per term</u>
	<u>Crystal Lake, IL 60014</u>			# of Days Notice	<u>1</u>
	<u>Attention: Ronald Uher, President</u>				
	<u>Telephone # 815-455-0320</u>			Tax Responsibility:	<u>Personal Property</u> <u>Real Estate</u>
	<u>Fax #</u>			(Include Prior Tax Bills)	<input type="checkbox"/> Lessor <input checked="" type="checkbox"/> Lessor
					<input checked="" type="checkbox"/> Lessee <input type="checkbox"/> Lessee
Security Deposit	<u>none</u>	Remit to	<u>Flamerit, Inc</u>		
Pre-Construction Rent	<u>\$ 50.00</u>		<u>3321 S. Rt. 31</u>		
Post-Construction Rent	<u>\$10,800.00</u>		<u>Crystal Lake, IL 60014</u>		
Sales Tax Rate			<u>Attention: Ronald Uher, President</u>		
Payment Frequency	<u>annually</u>		<u>Telephone # 815-455-0320</u>		
Construction Start Date	<u>EST 04/08/97</u>		<u>Fax #</u>		
Date Occupied	<u>TBD</u>		<u>Fed Tax ID # 36-2883672</u>		
Estimated Rent Start Date	<u>05/01/97</u>				

<input type="checkbox"/> Needed	<input checked="" type="checkbox"/> Not Needed	Wireless Phones: # _____	Date Complete _____
		Type _____ Model _____ Delivery Dependency _____	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual Commitments:	
		Extra Antenna Mounting Space _____	
		Maintenance Obligations _____	
		Separate Utility Meters _____	
		Attorney Fees _____	
		Others: <u>No language in lease regarding taxes</u>	
Special Access Instructions (Attach Sheet if Applicable)	X	<u>24 Hrs, 7 Days, Year-round access.</u>	
Antenna Expansion Limits	X	<u>Upon termination or expiration of this agreement PrimeCo shall remove all personal fixtures, and return the site to its original condition, reasonable wear and tear excepted.</u>	
Special Terms or Provisions	X	<u>No language in lease regarding insurance</u>	

Site Acquisition Specialist	<u>Jonah Rees</u> (Sign)	Jonah Rees, Lease Administrator (Print Name & Title)	Date	<u>3/13/97</u>
PrimeCo Personal Communications, L.P.	<u>Wayne S. Olson Jr.</u> (Sign)	Wayne S. Olson Jr., Acting Director Site Development (Print Name & Title)	Date	<u>3.9.97</u>

PCS SITE AGREEMENT

Site ID: CGB 412B-1

Owner leases the site described below to PRIMECO PERSONAL COMMUNICATIONS, L.P., a Delaware limited partnership ("PCS"), on the following terms:

[check appropriate box(es)]

- 1. Real property comprised of approximately 400 square feet of land.
- Building exterior space for attachment of antennas.
- Building interior space for placement of base station equipment
- Tower antenna space
- Space required for cable runs to connect PCS equipment and antennas

in the location(s) shown on Attachment "A," with grant of non-exclusive easement for unrestricted rights of access thereto and to the appropriate, in the discretion of PCS, source of electric and telephone facilities.

2. TERM of five (5) years beginning on the date this agreement is signed on behalf of PCS ("Commencement Date").

3. RENT shall be paid annually in advance beginning on the Commencement Date and on each anniversary thereof. Until the first day of the month following commencement of installation of the PCS equipment, the rent shall be Fifty Dollars (\$50.00), the receipt of which Owner acknowledges, and thereafter the annual rent shall be \$10,800.00 (\$900/mo) Dollars, partial years prorated. The annual rent for each and every extension period shall be the annual rent in effect for the final year of the prior term or extension period, as the case may be, increased by twenty percent (20%).

4. EXTENSION of the initial term of this agreement is granted to PCS for four (4) additional five (5) year extension periods if PCS gives Owner written notice of its intention to extend at least ninety (90) days prior to the expiration of the then-current term.

5. USE of the site by PCS shall be for the purpose of installing, removing, replacing, maintaining and operating, at its sole expense, a communications facility including, without limitation, PCS antenna array.

6. UTILITIES required for the operation of the communications facility shall be the sole responsibility of PCS, however, Owner agrees to cooperate with PCS in its efforts to obtain utilities from any location provided by the Owner or servicing utility.

7. PERSONAL PROPERTY and fixtures of PCS shall be removed by PCS upon expiration or termination of this agreement and the site will be restored to its original condition, reasonable wear and tear excepted.

8. NOTICES shall be in writing and sent by U.S. mail, postage prepaid, to the address of the party set forth below or as otherwise provided under applicable state law.

9. ASSIGNMENT of this agreement by PCS may be made to its general partner or any affiliate of PCS. PCS may, in its discretion, permit use of all or any portion of the site by other entities consistent with the use by PCS of the site.

10. TERMINATION of this agreement may be exercised by PCS at any time, without further liability, if PCS cannot obtain all certificates, permits, licenses or other approvals (collectively, "approval") required from any governmental authority and/or any easements required from any third party to operate the communications facility, or if any such approval is canceled, withdrawn or terminated, or expires, or lapses, or if Owner fails to have proper ownership of the site and/or authority to enter into this agreement, or if for any other reason, PCS in its sole discretion, determines that it will be unable to use the site for its

intended purpose. Upon termination, all prepaid rent shall be retained by Owner.

11. INDEMNITY. Owner and PCS each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the use and/or occupancy of the site by such indemnifying party. This indemnity shall not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party.

12. HAZARDOUS SUBSTANCES. Owner represents that it has no knowledge of any substance, chemical, or waste (collectively, "substance") on the site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local, law or regulation. PCS shall not introduce or use any such substance on the site in violation of any applicable law.

13. MISCELLANEOUS

- A. PCS upon paying the rent shall peaceably and quietly have, hold and enjoy the site. Owner shall not cause or permit any use of its property or the site which interferes with or impairs the quality of the communication service being rendered by PCS from the site, nor shall Owner have unsupervised access to the site or PCS equipment.
- B. Owner represents and warrants that Owner has full authority to enter into and sign this Agreement.
- C. This site agreement contains all agreements, promises, and understandings between the Owner and PCS. All Attachments are incorporated herein by reference.
- D. The terms and conditions of this agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and PCS.
- E. The prevailing party in any action or proceeding in court to enforce the terms of this agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
- F. Owner shall execute and deliver within two (2) days to PCS for recording, a Memorandum of this agreement in the form of Attachment "B".

14. ADDITIONAL TERMS: _____

OWNER: Flament, Inc
 By: Ronald M. Liker
 Its: Drex
 S.S./Tax No: 36-2883672

See Attachment "S" for continuation of Owner signatures

Address: 3321 S. RT. 31 Date: _____
Crystal Lake, IL

PCS:
 PRIMECO PERSONAL COMMUNICATIONS, L.P., a Delaware limited partnership
 By: Wayne Chap
 Its: Director of Site Development

12/21/97
Approved
ML

Address: One Pierce Place, 11th Floor, Itasca, IL 60143 Date: 3/4/97

4120-1

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
PrimeCo Personal Communications, L.P.
One Pierce Place, 11th Floor
Itasca, Illinois 60143

MEMORANDUM OF PCS
SITE AGREEMENT

THIS MEMORANDUM evidences that a
lease was made and entered into by written
PCS Site Agreement dated
_____, 1996, between

Fleming, Inc
Ronald Miller

("Owner") and PCS PrimeCo L.P., a
Delaware limited partnership ("PCS"),
the terms and conditions of which are
incorporated herein by reference, such Agreement provides in part that Owner leases to PrimeCo a certain site located at

3324 S. Rt. 31, City of Crystal Lake, County of McHenry,

State of Illinois with the property of Owner which is described in Exhibit "A" attached hereto, with grant of easement for
unrestricted rights of access thereto and to electric and telephone facilities, for a term of five (5) years
commencing on _____ which term is subject to four (4)
additional five (5) year extension periods by PCS.

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

"OWNER":

By: Ronald Miller
Its: Ries

"PrimeCo":

PrimeCo Personal Communications, L.P.,
a Delaware limited partnership

By: Wayne S. Olson, Jr.
Bill D'Agostino
Acting Director of Site Development

1/28/97
APPROVED
W.S.

4128-1

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that

Ronald M. Uher personally known to me to be the President

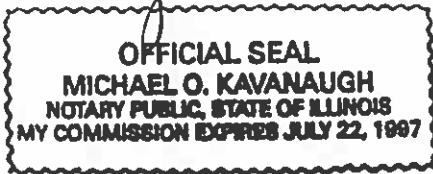
of President Flamerit, Inc., a

Illinois corporation, personally know to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he signed and delivered the said instrument in his capacity as President of the said corporation, as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of November, 1996.

Michael O. Kavanaugh
Notary Public

Site: _____



STATE OF ILLINOIS)
) SS Wayne S. Olsen
COUNTY OF COOK, Acting)

I, the undersigned, a Notary Public, in and for the County State aforesaid, do hereby certify that Bill D'Agostino, person known to me to be the Director of Site Development of Prim Personal Communications, L.P., a Delaware limited partners personally know to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day person and acknowledge that he signed and delivered the instrument in his capacity as Director of Site Development, as free and voluntary act and deed of said limited partnership, the uses and purposes therein set forth.

Given under my hand and official seal this 5 day March, 1998. 7 Acting

Wayne S. Olsen
Notary Public



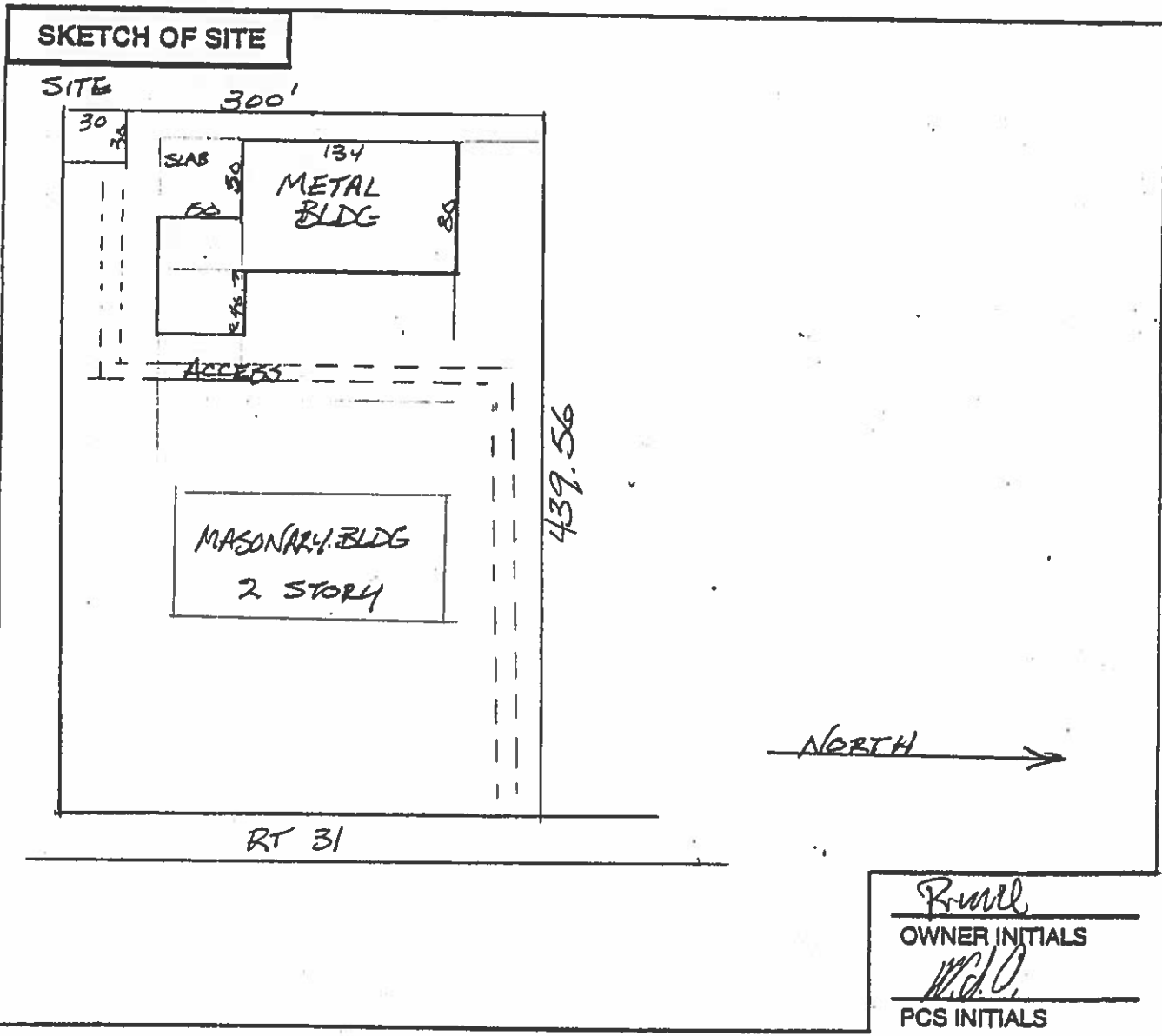
4128-1

ATTACHMENT "A" PCS SITE AGREEMENT

SITE DESCRIPTION

CGB
SITE ID: 4128

Site situated in the City of Union Crystal Lake, County of McHenry, State of IL
commonly described as Fireside Hearth and Patio, 3321 S. Rt 31,
Crystal Lake, IL 60014



Brill
OWNER INITIALS
M.D.O.
PCS INITIALS

84

4128-1

3

97R 014894

This instrument Prepared By:
RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
PrimeCo Personal Communications, L.P.
One Pierce Place, 11th Floor
Itasca, Illinois 60143

97R 014894
MCHEMRY COUNTY RECORDER
PHYLLIS K. WALTERS

97 APR -2 PM 2:34
Phyllis K. Walters

MEMORANDUM OF PCS
SITE AGREEMENT

THIS MEMORANDUM evidences that a
lease was made and entered into by written
PCS Site Agreement dated 1997
MARCH 5, 1996, between

Flaminit, Inc
Ronald Uher

("Owner") and PCS PrimeCo L.P., a
Delaware limited partnership ("PCS"),
the terms and conditions of which are
incorporated herein by reference, such Agreement provides in part that Owner leases to PrimeCo a certain site located at

3321 S. Rt. 31, City of Crystal Lake, County of McHenry

State of Illinois with the property of Owner which is described in Exhibit "A" attached hereto, with grant of easement for
unrestricted rights of access thereto and to electric and telephone facilities, for a term of five (5) years
commencing on PrimeCo's Construction Date which term is subject to four (4)
additional five (5) year extension periods by PCS.

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

"OWNER":

By: Ronald Uher

Its: Ries
218414

"PrimeCo":

PrimeCo Personal Communications, L.P.,
a Delaware limited partnership

By: Wayne S. Olson Jr.
Bill D'Agostino Wayne S. Olson Jr.
Acting Director of Site Development

12/97
APPROVED
Ald

CHICAGO TITLE

15.00
TC

4128-1

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that

Ronald M. Uher personally known to me to be the President

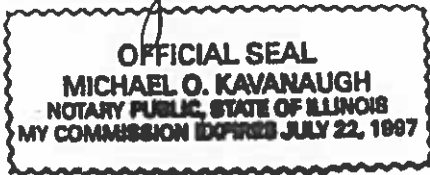
of President Flamerit, Inc., a

Illinois corporation, personally know to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he signed and delivered the said instrument in his capacity as President of the said corporation, as his free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of November, 1996.

Michael O. Kavanaugh
Notary Public

Site: _____



STATE OF ILLINOIS)
) SS Wayne S. Olson
COUNTY OF COOK, Acting)

I, the undersigned, a Notary Public, in and for the County State aforesaid, do hereby certify that ~~Bill D. Augustine~~, person known to me to be the Director of Site Development of Prim Personal Communications, L.P., a Delaware limited partners personally know to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day person and acknowledge that he signed and delivered the instrument in his capacity as Director of Site Development, as free and voluntary act and deed of said limited partnership, the uses and purposes therein set forth.

Given under my hand and official seal this 5 day of March, 1998. 7 Acting

Wayne S. Olson
Notary Public



CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1409 000218414 MH

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

THE SOUTH 300 FEET OF THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 439.56 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 416.28 FEET, FOR THE PLACE OF BEGINNING; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 439.56 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ALONG SAID EAST LINE, A DISTANCE OF 900.0 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID NORTHWEST QUARTER; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 439.56 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 899.93 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

Site Address: 3321 S. Route 31
Crystal Lake, IL 60024

PIN: 14-22-126-023

DEC 27 1996

~~JAN 02 1997~~

OR 016011

Site # CGB4128

The South 300 feet of that part of the North half of the Northwest quarter of Section 22, Township 44 North, Range 8, East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Northwest quarter; thence West along the North line of said Northwest quarter a distance of 439.56 feet; thence Southerly parallel with the East line of said Northwest quarter, a distance of 416.28 feet, for the place of beginning; thence Easterly parallel with the North line of said Northwest quarter, a distance of 439.56 feet to the East line of said Northwest quarter; thence Southerly along said East line, a distance of 900.0 feet to the Southeast corner of the North half of said Northwest quarter; thence Westerly along the South line of the North half of said Northwest quarter, a distance of 439.56 feet; thence Northerly parallel with the East line of said Northwest quarter, a distance of 899.93 feet to the place of beginning, in McHenry County, Illinois.

90-17-1451

0220



United States Cellular Operating Company, LLC
c/o Md7, LLC
10590 West Ocean Air Drive
Suite 300
San Diego, CA 92130



January 31, 2011

Structure Properties, LLC
Attention: Rosemary Swierk
3321 S IL Route 31
Crystal Lake, IL 60012-1404

Re: Prairie Grove
S_0883691
3321 S IL Route 31, Crystal Lake, IL 60012 (Property)

Dear Ms. Swierk,

In connection with the First Amendment to PCS Site Agreement (Amendment) between Structure Properties, LLC (Owner), and United States Cellular Operating Company of Chicago, LLC (Tenant), attached please find one fully executed copy of said Amendment.

Please note that the Memorandum of First Amendment to PCS Site Agreement was also fully executed by United States Cellular Operating Company of Chicago, LLC and will be sent to the McHenry County Clerk's office for recording. You will receive this particular document upon its return from the Clerk's office.

Should you have any questions regarding the enclosed document(s), please contact me at (858) 926-3902. It has been a pleasure working with you on this transaction.

Sincerely,

Jeremy Lenz

JL/ts

Enclosures

Site ID: S_0883691
Site Name: Prairie Grove
Site Address: 3321 S IL Route 31
Crystal Lake, IL 60012

FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS FIRST AMENDMENT TO PCS SITE AGREEMENT ("First Amendment") is entered into effective as of the 20 day of January, 2011 ("Effective Date"), by and between **Structure Properties, LLC**, an Illinois limited liability company, as successor in interest to Flamerit, Inc. (together with its successors and assigns, "Owner"), and **United States Cellular Operating Company of Chicago, LLC**, a Delaware limited liability company, as successor in interest to **PRIMECO PERSONAL COMMUNICATIONS, L.P.**, a Delaware limited partnership (together with its successors and assigns, previously referred to as "PCS", hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Owner and Tenant (or their predecessors in interest) entered into that certain PCS Site Agreement dated March 4, 1997, previously and incorrectly referred to as March 5, 1997 in the original Memorandum of PCS Site Agreement (the "Agreement"), whereby Owner leased to Tenant that certain Premises (as defined in the Agreement), that are a portion of the property located at 3321 S IL Route 31, Crystal Lake, Illinois 60012 (the "Property"); and

WHEREAS, Tenant desires a reduction in its Rent (defined below) obligations under the Agreement and Owner is willing to reduce Tenant's Rent obligations under the Agreement, provided Tenant commits to pay Rent to Owner for the Rent Lock-In Period (defined below); and

WHEREAS, Owner and Tenant desire to add additional an renewal term to the Agreement; and

WHEREAS, Owner and Tenant, in their mutual interest, wish to amend the Agreement to accomplish the foregoing on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant hereby agree as follows:

1. **Additional Renewal Term.** Upon the expiration of the final renewal term under the Agreement, Tenant shall have the right to renew the Agreement for one (1) additional five (5) year period ("**Additional Renewal Term**"). The Additional Renewal Term automatically shall commence, on the same terms and conditions as the Agreement, without further action by Tenant, unless Tenant provides Owner with written notice of its intention not to renew the Agreement at least sixty (60) days prior to the commencement of any Additional Renewal Term.

2. **Modification of Rent.** Commencing effective as of March 4, 2012 ("**Rent Modification Date**"), the Rent payable under the Agreement shall be \$13,326.00 per year ("**Rent**"), subject to adjustment as provided below. The Rent shall continue to be paid annually pursuant to the provisions of the Agreement; provided, however, all Rent escalators in the Agreement shall be eliminated and replaced with the language outlined in section 3 below.

3. **Modification of Adjusted Rent.** Effective as of March 4, 2015, the Rent shall be increased annually by two point two five percent (2.25%) of the annual Rent in effect immediately prior to the adjustment date.

4. **Rent Lock-In Period.** Tenant hereby agrees that Tenant will be obligated to pay the Rent due under the Agreement for a sixty (60) month period commencing on the Rent Modification Date (the "**Rent Lock-In Period**"), and such obligation will not be subject to offset or abatement by Tenant or adversely impacted by Tenant's termination of the Agreement or election not to enter into any renewal term or Additional Renewal Term under the Agreement. Notwithstanding the foregoing or any term or condition to the contrary in the Agreement, Tenant shall have the right during the Rent Lock-In Period to immediately terminate the Agreement upon written notice, if and only, if Tenant is substantially unable to use the Premises for its permitted "uses" for any of the following reasons: (a) casualty damage that cannot be repaired or replaced within thirty (30) days following the casualty event; (b) a taking or condemnation under the power of eminent domain; (c) a Owner default under the Agreement, which default is not cured within ten (10) days following Owner's receipt of written notice from Tenant; or (d) any material interference to Tenant's use of the Premises which remains unresolved after ten (10) days written notice from Tenant to Owner. In the event of such termination by Tenant, and as of the date of such termination, Tenant shall have no obligation to pay any Rent for the remainder of the Rent Lock-In Period. Upon the expiration of the Rent Lock-In Period, Tenant shall have the right to terminate the Agreement as provided in the Agreement.

5. **Notices.** Any notice, request or demand required or permitted to be given pursuant to this First Amendment shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is five (5) days after deposit in the United States mail, as the case may be.

<u>TENANT :</u>	<u>OWNER :</u>
United States Cellular Operating Company of Chicago, LLC Attention: Real Estate Department 8410 West Bryn Mawr Avenue Suite 700 Chicago, IL 60631	Structure Properties, LLC Attention: Managing Member 3321 S IL Route 31 Crystal Lake, IL 60012-1404

6. **Owner Required Consents.** Owner represents and warrants that Owner has obtained all required consents in connection with entering into this First Amendment (including, without limitation, all master landlord, lender and secured party consents) associated with Owner's ownership of the Premises.

7. **Recording of Documents.** Owner approves the recording of the Memorandum of First Amendment to PCS Site Agreement in the recording jurisdiction where the Property is located.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall govern and control.

Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. This First Amendment may be executed in multiple counterparts.


9. **Miscellaneous.** Owner acknowledges that: (a) Owner has read and understands this First Amendment and the underlying Agreement and (b) Owner has been advised and is informed that should Owner not enter into this First Amendment, the underlying Agreement between Owner and Tenant, including any termination or non-renewal provisions therein, will remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this First Amendment effective as of the date set forth above.

OWNER:


Structure Properties, LLC,
an Illinois limited liability company

By: 
Rosemary Swierk

Title: Managing Member

TENANT:

**United States Cellular Operating Company
of Chicago, LLC,**
a Delaware limited liability company

By: 

Print Name: THOMAS R. WEBER

Title: Vice President



United States Cellular Operating Company, LLC
c/o Md7, LLC
10590 West Ocean Air Drive
Suite 300
San Diego, CA 92130



Scanned to RAS
02

May 26, 2011

Structure Properties, LLC
Attn: Rosemary Swierk
3321 S IL Route 31
Crystal Lake, IL 60012-1404

Re: Prairie Grove
S_0883691
3321 S IL Route 31, Crystal Lake, IL 60012 (Property)

Dear Ms. Swierk,

In connection with the First Amendment to PCS Site Agreement (Amendment) between Structure Properties, LLC (Owner), and United States Cellular Operating Company of Chicago, LLC (Tenant), attached please find one photo copy of the Recorded Memorandum of First Amendment to PCS Site Agreement.

Should you have any questions regarding the enclosed document, please contact me at (858) 964-7412. It has been a pleasure working with you on this transaction.

Sincerely,

Dylan Wright

DW/cg

Enclosures

PS ✓

(1)



PHYLLIS K. WALTERS
RECORDER-MCHENRY COUNTY, IL
2011R0014087
03/29/2011 01:22PM PAGES 7
RECORDING FEE 28.00
GIS FEE 15.00
RHSPS HOUSING FEE 10.00

**THIS DOCUMENT PREPARED BY,
and
WHEN RECORDED RETURN TO:**

United States Cellular Operating
Company of Chicago, LLC
c/o Md7, LLC
Attn: Title Office
10590 West Ocean Air Drive, Third Floor
San Diego, CA 92130
Phone Number: 858-799-7850

Site Name/Number: Prairie Grove/883691
Parcel #: 14-22-126-023

SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT is made and entered into as of the 07 day of January, 2011, by and between **Structure Properties, LLC**, an Illinois limited liability company, as successor in interest to Flamerit, Inc., whose address is 3321 S IL Route 31, Crystal Lake, IL 60012-1404, hereinafter referred to as ("**Owner**"), and **United States Cellular Operating Company of Chicago, LLC**, a Delaware limited liability company, as successor in interest to PRIMECO PERSONAL COMMUNICATIONS, L.P., a Delaware limited partnership, whose address is Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631 (previously referred to as "**PCS**", hereinafter referred to as "**Tenant**").

WITNESSETH:

WHEREAS, by the terms of a certain PCS Site Agreement, entered into as of March 4, 1997, previously and incorrectly referred to as March 5, 1997 in the original Memorandum of PCS Site Agreement (the "**Agreement**"), the Owner leased to the Tenant certain premises (the "**Premises**") located on the real property described in Exhibit "A" attached hereto and made a part hereof (the "**Property**"), commencing on March 4, 1997.

WHEREAS, a memorandum of the original lease has been recorded on April 2, 1997, as Document Number 97R 014894/97-23-0721, for the purpose of placing the same in the real estate records for McHenry County, State of Illinois and such memorandum reflects an original lease term of five (5) years with four (4) renewal options of five (5) years each.

WHEREAS, Owner and Tenant have entered into that certain First Amendment to PCS Site Agreement dated the 07 day of January, 2011 ("**First Amendment**"), and have agreed and hereby agree to amend the Agreement.

WHEREAS, the Owner and the Tenant desire to execute this Memorandum of First Amendment to PCS Site Agreement to evidence said First Amendment and certain of the terms therein for the purpose of placing the same of record in the Clerk's Office for McHenry County, State of Illinois.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Tenant hereby amend the Agreement upon the terms and conditions of the First Amendment which is incorporated herein by specific reference, and do agree as follows:

(MP) Md7 CAPITAL THREE LLC
10590 W OCEAN AIR DR STE 300
SAN DIEGO CA 92130

53.00

1. The parties have agreed to add one (1) more renewal term of five (5) years to the Agreement, which may be exercised upon the terms and conditions more particularly set forth in the Agreement, as amended by the First Amendment. If the Tenant exercises its option to renew the Agreement for all renewal terms (as enumerated in the Agreement and the First Amendment), the expiration date of the Agreement will be March 3, 2027.

2. The terms and conditions of the Agreement, as amended by the First Amendment are hereby incorporated as if set forth herein in full.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Owner and Tenant hereto have caused this Memorandum of First Amendment to PCS Site Agreement to be executed by their duly authorized officers as of the day and year first above written.

OWNER:


Structure Properties, LLC,
an Illinois limited liability company

By: 
Rosemary Swierk

Title: 1/18/11

TENANT:

**United States Cellular Operating Company
of Chicago, LLC,**
a Delaware limited liability company

By: 

Print Name: THOMAS V. WEBER

Title: Vice President

STATE OF Illinois

COUNTY OF McHenry

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Rosemary Swierk**, known to me to be the same person whose name is subscribed to the foregoing Memorandum of First Amendment to PCS Site Agreement, appeared before me this day in person and acknowledged that she signed the said Memorandum of First Amendment to PCS Site Agreement as her free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 20th day of January, 2011.

Lori V. Spindler
Notary Public

My commission expires 3.5.12



STATE OF ILLINOIS)

COUNTY OF COOK)

PLS

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, known to me to be the same person whose name is subscribed to the foregoing Memorandum of First Amendment to PCS Site Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Memorandum of First Amendment to PCS Site Agreement as his free and voluntary act on behalf of the named Tenant limited liability company for the uses and purposes therein stated.

Given under my hand and seal this _____ day of _____, 20____.

Notary Public

My commission expires _____

STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that THOMAS V. WEBER, Vice President, known to me to be the same person whose name is subscribed to the foregoing Memorandum of First Amendment to PCS Site Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Memorandum of First Amendment to PCS Site Agreement as his free and voluntary act on behalf of the named Tenant limited liability company for the uses and purposes therein stated.

Given under my hand and seal this 20 day of January, 2011.

Sandra Genovaldi
Notary Public

My commission expires 4/25/12

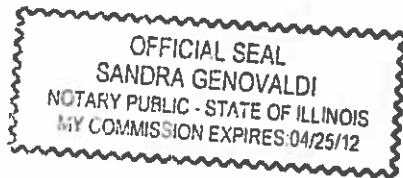


Exhibit A

Legal Description

Street Address: 3321 S IL Route 31, Crystal Lake, IL 60012

Parcel #: (a portion of)14-22-126-023

Legal Description:

That certain communications facility site (and easement) located on a portion of the real property described as follows:

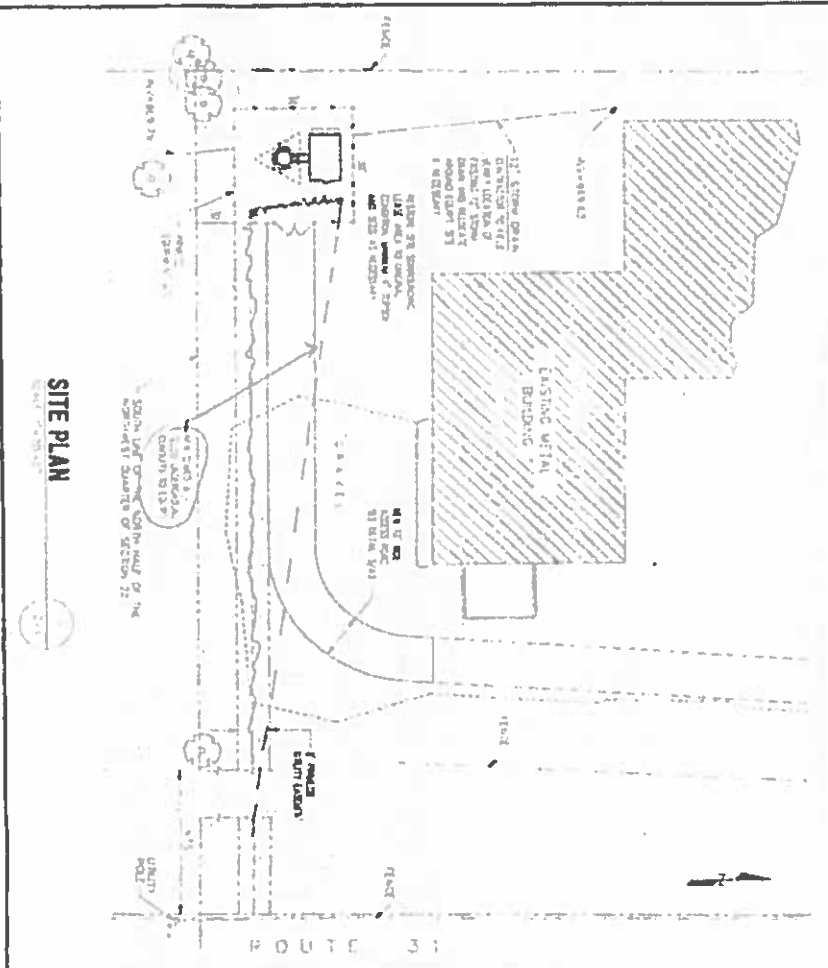
THE SOUTH 300 FEET OF THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 439.56 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 416.28 FEET, FOR THE PLACE OF BEGINNING; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 439.56 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTHERLY ALONG SAID EAST LINE, A DISTANCE OF 900.0 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID NORTHWEST QUARTER; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 439.56 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 899.93 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

[CONTINUED ON THE FOLLOWING PAGE]

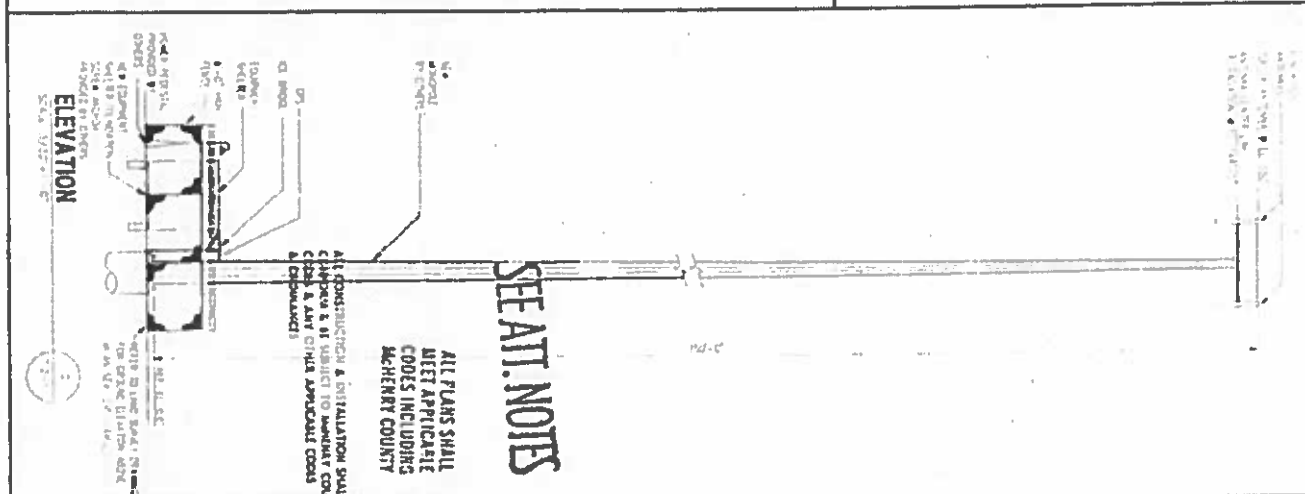
POOR QUALITY
FOR IMAGING

GENERAL NOTES

1. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS.



SITE PLAN



ELEVATION

SEE ATT. NOTES

ALL PLANS SHALL MEET APPLICABLE CODES INCLUDING ILLINOIS COUNTY CODES AND ILLINOIS COUNTY ORDINANCES.

<p>PRIMECO ONE RIVER PLACE TALLAHASSEE, FL 32310 TEL: 904.877.1111 WWW.PRIMECO.COM</p>	
<p>PROJECT NO. 2024-018</p> <p>DRAWING BY: R.S.C.</p> <p>CHECKED BY: R.S.C.</p>	<p>DATE: 08/20/24</p> <p>SCALE: 1/8" = 1'-0"</p>
<p>RAWLAND MOHOPOLE C/OB 4328-1 FRAME DRIVE</p>	<p>DATE: 08/20/24</p> <p>SCALE: 1/8" = 1'-0"</p>
<p>2024-018</p> <p>08/20/24</p>	<p>2024-018</p> <p>08/20/24</p>



8410 W. Bryn Mawr Avenue
Chicago, IL 60631-3486
773 399 8900 p
773 399 4206 f
www.uscellular.com

November 01st, 2011

STRUCTURE PROPERTIES LLC
3321 S STATE RT 31
CRYSTAL LAKE, IL 60012

VIA CERTIFIED Mail: 7011 1570 0003 6487 0772


Re: Prairie Grove
Site #: 0883691

To Whom It May Concern:

This letter shall serve as notice that United States Cellular Operating Company of Chicago, LLC is exercising its option to renew the Lease Agreement dated March 04th, 1997 for the third of five renewal terms (Option 3) of five years. The new term will commence on March 04th, 2012 and expire on March 02nd, 2017.

Please be advised that you may be contacted by one of several companies that are currently trying to acquire property upon which towers have been installed. If you are contacted by one of those companies, it would be greatly appreciated if you advise us of the situation prior to signing any agreements. We look forward to continuing our valuable business relationship with you.

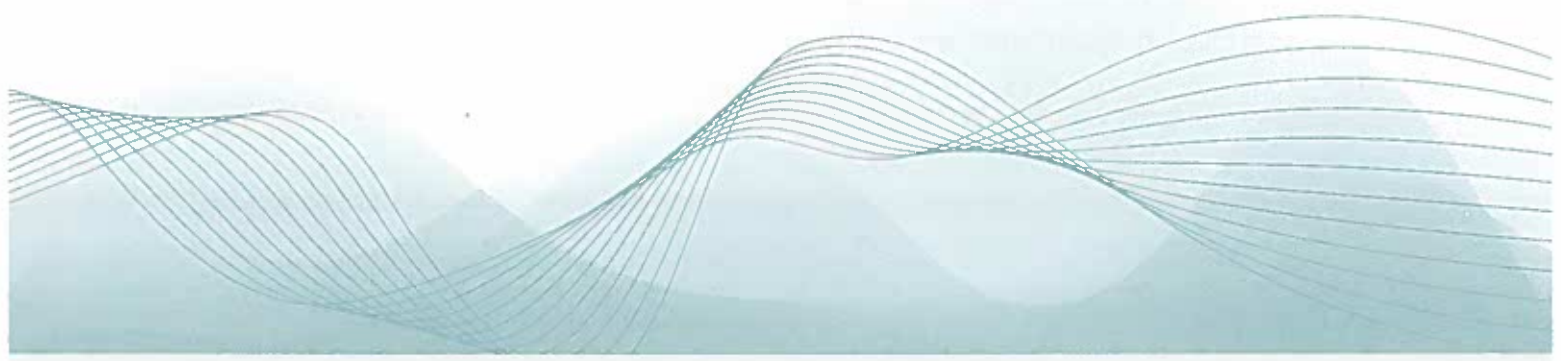
Please contact me at (773) 399-7908 if you have any questions or concerns.

Sincerely,


Jaideep Dudani
Real Estate Analyst



Scanned *tu RAS / J*





VB Midwest I, LLC
951 Broken Sound Parkway, Suite 320
Boca Raton, Florida 33487-3612
Phone: 561-221-1389
Fax: 561-989-0278

*returned via
email to
Peta
5/22/15*



4/8/2015

STRUCTURE PROPERTIES LLC
3321 S STATE RT 31
CRYSTAL LAKE, IL 60012

RE: VB Site Name: Prairie Grove
VB Site ID: US-IL-5226

Scanned RASID: SOLUS

Dear Landlord:

VB Midwest I, LLC recently acquired a telecommunications facility located on your property. I'm introducing myself as your new contact for anything regarding our site located at: 3321 S. Rt. 31, Crystal Lake, IL 60014. Please provide the requested information below so we can update your current records. As per the agreement, we will begin remitting ground rent payments to you effective 05/01/2015.

Enclosed are the following items:

- A copy of the assignment of membership interest dated 1/30/2015, and assignment and assumption agreement for your records.
- Our EFT information and authorization form for you to complete and return to us- this enables us to pay your rent via electronic deposit directly to your bank account, eliminating mail delays or loss. Please Contact Claudia Atehortua in Accounts Payable at 561-406-4016, if you are unable to complete these forms, or have questions.
- A form for you to return to us with your contact names, email address, phone numbers, etc.
- A blank W-9 form for you to return to us with your tax identification number for the required Form 1099 filings with the IRS. Please remember that the name on the W-9 must agree with the name on the rent checks we will send to you. In addition, if there are multiple payees, you must return separate W-9 forms for each payee unless they are married individuals filing joint tax returns.

Effectively immediately, all notices and correspondence should be sent to:

VB Midwest I, LLC
951 Broken Sound Parkway, Suite 320
Boca Raton, FL 33487-3612
Attention: Peta Bailey, Asset Manager

Please visit our website at www.VerticalBridge.com for more information about our company. If you have any questions or concerns, you can reach me by phone at (561) 406-4014 or on our toll free number 866-470-0292 (Monday through Friday between 8:30 AM and 5:30 PM Eastern time). My email address is PBailey@verticalbridge.com and my fax number is 561-989-0278.

Thank you and we look forward to working with you.

Sincerely,

Peta Bailey

Peta Bailey - Asset Manager

THIS INSTRUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:

Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Attn: Elizabeth K. McCloy

Exempt under the provisions of 35 ILCS 200/31-45 paragraph (e), Real Estate Transfer Tax
("deeds or trust documents where the actual consideration is less than \$100")

1/28/15
Date

[Signature]
Buyer/Seller Representative

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is made as of January 30, 2015, by and among **UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC**, a Delaware limited liability company ("Assignor"), and **VB MIDWEST I LLC**, a Delaware limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor holds all right title and interest in the agreement described on Exhibit A hereto.

WITNESSETH:

NOW THEREFORE, For Ten Dollars (\$10.00) and value received and in consideration of the mutual promises of the parties hereto, Assignor hereby grants, transfers, and assigns to Assignee, its successors and assigns, all right, title, interest and benefit of Assignor in and to that certain agreement described on Exhibit A attached hereto and by this reference made a part hereof, together with any extensions or modifications thereof and supplements thereto, and all rights appurtenant thereto and under any other documents described on Exhibit A, and Assignee hereby expressly assumes all obligations of Assignor thereunder, and under any other documents described in said Exhibit A.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, an intending to be bound thereby, the parties hereto have caused this Agreement to be executed and delivered and have hereunto set their hands and seals, as of the day and year above set forth.

Assignor:

UNITED STATES CELLULAR
OPERATING COMPANY OF CHICAGO,
LLC, a Delaware limited liability company

By: Thomas Weber
Thomas Weber
Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Thomas Weber, personally known to me to be the Vice President of UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he/she signed and delivered said instrument , as his/her free and voluntary act, and as the free and voluntary act.

GIVEN under my hand and notarial seal this 28th day of January, 2015.

Lisa L Mezyk
Notary Public

My Commission Expires: _____



[SIGNATURES CONTINUED ON NEXT PAGE]

EXHIBIT A

PCS Site Agreement dated March 4, 1997 between Flamerit, Inc. as Owner and PrimeCo Personal Communications, L.P., as amended by First Amendment to PCS Site Agreement dated January 20, 2011 and Memorandum of PCS Site Agreement recorded on April 2, 1997 with the McHenry County Recorder's Office as Document #97R014894 relating to the property described on Schedule 1.

Schedule 1

Legal Description

[See attached]

The South 300 feet of that part of the North Half of the Northwest Quarter of Section 22, Township 44 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence West along the North line of said Northwest Quarter, a distance of 439.56 feet; thence Southerly parallel with the East line of said Northwest Quarter, a distance of 416.28 feet, for the Place of Beginning; thence Easterly parallel with the North line of said Northwest Quarter, a distance of 439.56 feet to the East line of said Northwest Quarter; thence Southerly along said East line, a distance of 900.0 feet to the Southeast corner of the North Half of said Northwest Quarter; thence Westerly along the South line of the North Half of said Northwest Quarter, a distance of 439.56 feet; thence Northerly parallel with the East line of said Northwest Quarter, a distance of 899.93 feet to the Place of Beginning, in McHenry County, Illinois

PIN 14-22-126-022

ASSIGNMENT OF MEMBERSHIP INTEREST

(for VB Midwest I LLC)

THIS ASSIGNMENT OF MEMBERSHIP INTEREST (this "Assignment") is made and entered into effective as of January 30, 2015 between (i) United States Cellular Operating Company of Chicago, LLC, a Delaware limited liability company ("Assignor") and indirect wholly owned subsidiary of United States Cellular Corporation, a Delaware corporation ("U.S. Cellular"), and (ii) Vertical Bridge Midwest LLC, a Delaware limited liability company ("Assignee").

WHEREAS, reference is made to that certain Purchase and Sale Agreement, dated December 10, 2014 (the "Purchase Agreement"), by and among U.S. Cellular, Assignee, Vertical Bridge Midwest LLC and (for the limited purposes set forth therein) Vertical Bridge Holdings, LLC;

WHEREAS, capitalized terms used but not defined herein have the meanings given to them in the Purchase Agreement;

WHEREAS, Assignor is the sole owner of the Membership Interest in VB Midwest I LLC, a Delaware limited liability company (the "Transferred Membership Interest");

WHEREAS, pursuant to, and subject to the terms and conditions of, the Purchase Agreement, U.S. Cellular agreed to cause Assignor to transfer the Transferred Membership Interest to Assignee; and

WHEREAS, in fulfillment of certain of U.S. Cellular's obligations under the Purchase Agreement, Assignor desires to transfer to Assignee the Transferred Membership Interest.

NOW, THEREFORE, FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in and to the Transferred Membership Interest.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Membership Interest as of the date first written above.

ASSIGNOR:

UNITED STATES CELLULAR OPERATING
COMPANY OF CHICAGO, LLC


By: 

Name: Thomas Weber

Title: Vice President

ASSIGNEE:

VERTICAL BRIDGE MIDWEST LLC

By: 
Name: Alexander L. Gellman
Title: Chief Executive Officer



VB Midwest I LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Phone: 561.989.0275

June 5, 2015

VIA CERTIFIED MAIL

STRUCTURE PROPERTIES LLC

3321 S STATE RT 31

CRYSTAL LAKE, IL 60012



Dear STRUCTURE PROPERTIES LLC:

Pursuant to our ground lease or easement with you, as applicable, please accept this as formal notice under the ground lease or easement, as applicable, that our address has changed to **750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487**. Please send all future notices and invoices to our new address, and please maintain a copy of this letter for your records.

I am the Asset Manager assigned to you and your property. If you have any questions, please feel free to give me a call at (561) 406-4014, or e-mail me at pbailey@verticalbridge.com.

Sincerely,

Peta-Gaye Bailey

Peta-Gaye Bailey - Asset Manager



VB-S1 Assets, LLC
750 Park of Commerce Drive
Suite 200
Boca Raton, FL 33487
561-406-4014
pbailey@verticalbridge.com
VerticalBridge.com.

November 28, 2016

VIA FEDERAL EXPRESS: 7778-0399-7476

Structure Properties, LLC
Rosemary Swierk
3321 S. Route 31
Crystal Lake, IL 60014

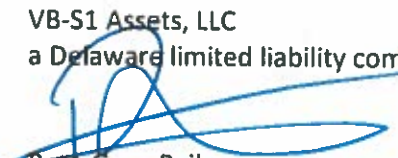


Re: VB Site ID: US-IL-5226
Site Address: 3321 S. Route 31, Crystal Lake, IL 60014

Dear Ms. Swierk:

This letter shall serve as notice that VB-S1 Assets, LLC, successor by merger to VB Midwest I, LLC a Delaware limited liability company is exercising its option to renew the PCS Site Agreement dated March 4, 1997 for the fourth (4th) and renewal term of Five (5) years. The new term will commence on March 4, 2017 and expire on March 3, 2022.

My contact information is as follows: Desk-561) 406.4014 and email-pbailey@verticalbridge.com

Regards
VB-S1 Assets, LLC
a Delaware limited liability company

Peta-Gaye Bailey
Asset Manager