

Site: N. Barrington
BUN: #817243

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT ("Amendment") is made effective this 31st day of MARCH, 2008, by and between **MARILYN JUNGE**, an individual ("Landlord") having a mailing address of 1083 White Oak Drive, Union Grove, WI 53182 and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company ("Tenant") with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WHEREAS, Christian F. Junge and Marilyn J. Junge (the "Original Landlord") and Chicago SMSA Limited Partnership, an Illinois limited partnership ("Chicago SMSA") entered into a Ground Lease Agreement dated October 20, 1995 (the "Lease") whereby Chicago SMSA leased certain real property, together with access and utility easements, located in Lake County, Illinois as more particularly described on Exhibit "A" (the "Leased Property") from the Original Landlord, all located within certain real property owned by the Original Landlord and more particularly described on Exhibit "B" attached hereto (the "Parent Parcel");

WHEREAS, the Original Landlord conveyed the Parent Parcel to the Christian F. Junge Living Trust dated August 25, 1998 and the Marilyn Junge Living Trust dated August 25, 1998, as tenants in common pursuant to that certain Quit Claim Deed dated September 15, 1998 which was recorded October 7, 1998 as Instrument No. 4218224 in the Public Records for Lake County, IL; the Christian F. Junge Living Trust dated August 25, 1998 conveyed its interest in the Parent Parcel to the Christian F. Junge Family Trust dated April 29, 2005 (the "Family Trust") pursuant to that certain Trustee's Deed dated September 8, 2006 which was recorded September 22, 2006 as Instrument No. 6061915 in the Public Records for Lake County, IL; the Family Trust and the Marilyn Junge Living Trust conveyed its entire interests in the Parent Parcel to Landlord pursuant to that certain Trustee's Deed dated December 26, 2006, which was recorded January 30, 2007 as Instrument No. 6129125 in the Public Records for Lake County, IL.

WHEREAS, on January 2, 2002, Chicago SMSA assigned the Lease to Tenant;

WHEREAS, the Leased Property may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto;

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on October 31, 2020 ("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. Right of First Refusal. If, during any extension term, Landlord receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Leased Property: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Landlord's interest in the Lease including rent, or (vi) an option to acquire any of the foregoing, Landlord shall provide written notice to Tenant of said offer ("Landlord's Notice"). Landlord's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if the Parent Parcel is to be sold, a description of said portion. Tenant shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Landlord's Notice a fee simple interest in the Parent Parcel or Leased Property or a perpetual easement for the Leased Property. If the Landlord's Notice is for more than the Leased Property and Tenant elects to purchase in fee or acquire a perpetual easement in only the Leased Property, the terms and conditions of said acquisition shall be the same terms and conditions as in Landlord's Notice but the purchase price shall be pro-rated on an acreage basis. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may sell the property described in the Landlord's Notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance.

3. Modified, Deleted and Replaced Sections or Sentences.

(a) Section 2.2 of the Lease is deleted in its entirety and the following language shall be substituted in lieu thereof:

Term. The term of this Lease shall be automatically renewable for fourteen (14) additional terms of five (5) years each following the original term or any extension term at the annual rental stated below and otherwise upon the same terms and conditions stated in this Lease. If Tenant desires to not extend any subsequent term of the Lease it shall give Landlord written notice of its intention to not extend the term at least sixty (60) days prior to the expiration of the then current term whereupon the Lease shall be deemed cancelled upon the expiration of the then current term.

- (b) Section 2.3 of the Lease is deleted and the following shall be substituted in lieu thereof:

<u>Extension Term</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1	\$ 6,600.00	\$ 550.00
2	\$ 7,260.00	\$ 605.00
3	\$ 7,986.00	\$ 665.50
4	\$ 8,784.60	\$ 732.05
5	\$ 9,663.06	\$ 805.26
6	\$10,629.37	\$ 885.78
7	\$11,692.30	\$ 974.36
8	\$12,861.53	\$1,071.79
9	\$14,147.69	\$1,178.97
10	\$15,562.45	\$1,296.87
11	\$17,118.70	\$1,426.56
12	\$18,830.57	\$1,569.21
13	\$20,713.63	\$1,726.14
14	\$22,784.99	\$1,898.75

- (c) Section 3 of the Lease is modified to replace the phrase “fourth (4th)” in the first sentence with the phrase “fourteenth (14th)” and shall otherwise remain unchanged.

4. Signing Bonus. In consideration of Landlord’s execution of this Amendment, Tenant agrees to pay Landlord the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) as a one-time payment, payable within sixty (60) days of the full execution of this Amendment.

5. Notice. The parties agree and acknowledge that all notices provided to Tenant pursuant to the Lease shall be sent to the following address:

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

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. Letter Agreement. In the event of any inconsistency or conflict between the terms of this Amendment and that certain Letter Agreement by and between Landlord and Tenant dated November 9, 2007, this Amendment will govern and control. In the event Landlord (as defined in this Amendment) includes any individual or entity that was not a party to the Letter Agreement, such individual or entity agrees to be bound by the Landlord (as defined in the Letter Agreement) obligations, representations, and warranties set forth in the Letter Agreement.

[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 Agreement as of the day and year first written above.

LANDLORD:

By: Marilyn Junge
Marilyn Junge

TENANT:

Crown Castle GT Company LLC, a
Delaware limited liability company

By: 
Name: R. Christopher Mooney
Its: Director - Land Acquisition Operations

EXHIBIT "A"

LEASED PROPERTY

LEASE SITE DESCRIPTION:

A PARCEL OF LAND FOR LEASE SITE PURPOSES LOCATED WITHIN THAT PART OF LOT 9 IN CLOVER HILL FARMS UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7 AND PART OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JANUARY 19, 1948 AS DOCUMENT NO. 635092, IN BOOK 31 OF PLATS, PAGE 8, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE N.01°03'31"W., ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 285.14 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING N.01°03'31"W., ALONG SAID EAST LINE, 50.00 FEET; THENCE N.89°57'27"W., PARALLEL WITH THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 50.00 FEET; THENCE S.01°03'31"E., PARALLEL WITH THE EAST LINE OF SAID LOT 9, A DISTANCE OF 50.00 FEET; THENCE S.89°57'27"E., PARALLEL WITH THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2499.54 SQUARE FEET, IN ELA TOWNSHIP, LAKE COUNTY, ILLINOIS.

ACCESS EASEMENT DESCRIPTION:

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES LOCATED WITHIN THAT PART OF LOT 9 IN CLOVER HILL FARMS UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7 AND PART OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JANUARY 19, 1948 AS DOCUMENT NO. 635092, IN BOOK 31 OF PLATS, PAGE 8, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE N.01°03'31"W., ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 285.14 FEET; THENCE N.89°57'27"W., PARALLEL WITH THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 1.00 FOOT FOR THE POINT OF BEGINNING; THENCE CONTINUING N.89°57'27"W., ALONG SAID PARALLEL LINE, 24.00 FEET; THENCE S.01°03'31"E., PARALLEL WITH THE EAST LINE OF SAID LOT 9, A DISTANCE OF 12.50 FEET; THENCE S.89°57'27"E., PARALLEL WITH THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 8.00 FEET; THENCE S.45°30'29"E., A DISTANCE OF 5.71 FEET; THENCE S.01°03'31"E., PARALLEL WITH THE EAST LINE OF SAID LOT 9, A DISTANCE OF 232.32 FEET; THENCE S.43°56'29"W., A DISTANCE OF 23.01 FEET; THENCE S.01°03'31"E., PARALLEL WITH THE EAST LINE OF SAID LOT 9, A DISTANCE OF 19.74 FEET TO THE SOUTH LINE OF LOT 9; THENCE S.89°57'27"E., ALONG SAID

SOUTH LINE, 12.00 FEET; THENCE N.01°03'31"W, PARALLEL WITH THE EAST LINE OF SAID LOT 9, A DISTANCE OF 15.00 FEET; THENCE N.43°56'29"E., A DISTANCE OF 23.01 FEET TO A LINE THAT IS PARALLEL WITH THE EAST LINE OF SAID LOT 9 AND PASSES THROUGH THE POINT OF BEGINNING; THENCE N.01°03'31"W., ALONG SAID PARALLEL LINE, 253.56 FEET TO THE POINT OF BEGINNING, CONTAINING 3656.74 SQUARE FEET, IN ELA TOWNSHIP, LAKE COUNTY, ILLINOIS.

Tax Parcel: 14-07-302-010

Commonly Known As: 24604 West Miller, Barrington, Illinois

EXHIBIT "B"

PARENT PARCEL

THAT PART OF LOT 9 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 9; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 9 FOR A DISTANCE OF 335.14 FEET TO A POINT; THENCE WESTERLY ALONG A LINE THAT IS PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 9 FOR A DISTANCE OF 130.00 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE THAT IS PARALLEL WITH THE EAST LINE OF SAID LOT 9 FOR A DISTANCE OF 335.14 FEET TO THE SOUTHERLY LINE OF LOT 9; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 9 FOR A DISTANCE OF 130.00 FEET TO THE PLACE OF BEGINNING, IN CLOVER HILL FARMS, UNIT NO. 1, BEING A SUBDIVISION IN PART OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 7 AND IN PART OF THE NORTH WEST QUARTER OF SECTION 18; ALL IN TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JANUARY 19, 1948 AS DOCUMENT 635092 IN BOOK 31 OF PLATS, PAGE 8, IN LAKE COUNTY, ILLINOIS.

Tax Parcel ID No.: 14-07-302-010

Commonly known as 24604 West Miller, Barrington, Illinois

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GROUND LEASE AGREEMENT

1: Definitions of Terms Used in this Document:

1.1 Landlord's Contact Person

Christian F. or Marilyn J. Junge
24604 West Miller Road
Barrington, Illinois 60010
(708)438-0776

1.2 Landlord

Christian F. and Marilyn J. Junge
24604 West Miller Road
Barrington, Illinois 60010
(708)438-0776

WITH A COPY TO:

() _____

1.3 Name and Address for Payment of Rent

Christian F. and Marilyn J. Junge
24604 West Miller Road
Barrington, Illinois 60010

1.4 Taxpayer Identification No.

Christian F. Junge #470/42/4741
Marilyn J. Junge #472/36/8542

1.5 Property Identification No.

14-07-302-010

1.6 Property

The leased real estate including easements which has a common address of 24604 West Miller Road, Barrington, Illinois 60010, in Lake County, which is legally described on Exhibit A and is marked in the sketches described on Exhibit B.

1.7 Commencement Date

November 1, 1995

1.8 Initial Term

Five (5)-years

1.9 Term

The Initial Term, and any extension term or year to year term described in Sections 2 and 3.

1.10 Lease

This Ground Lease Agreement including Exhibits A and B.

1.11 Initial Rent

\$ 6,000.00 annually payable
\$ 500.00 monthly.

1.12 Tenant

Chicago SMSA Limited Partnership, an Illinois limited partnership

1.13 Tenant's Contact Person

Sandra R. Truman, Manager, Real Estate/Zoning
(708)706-2365 Fax #(708)706-2366

1.14 Tenant's Address

Chicago SMSA Limited Partnership
c/oAmeritech Cellular Services, Real Estate Dept
1515 Woodfield Road, Suite 1400
Schaumburg, Illinois 60173
with a copy to:
Ameritech Cellular Services, Legal Dept. #3H82
2000 West Ameritech Center Drive
Hoffman Estates, Illinois 60195-5000

2: Term and Options to Extend:

2.1 **Initially.** Landlord leases the Leased Property to Tenant for the Initial Term and on the terms and conditions of this Lease beginning on the Commencement Date at the Initial Rent.

2.2 **Option to Extend.** The term of this Lease shall be automatically renewable for four (4) additional terms of five (5) years each following the original term or any renewable term at the annual rental stated below and otherwise upon the same terms and conditions stated in this Lease. If Tenant desires to not extend any subsequent term of the Lease it shall give Landlord written notice of its intention to not extend the term at least sixty (60) days prior to the expiration of the then current term whereupon the Lease shall be deemed canceled upon the expiration of the then current term.

2.3 Rent During Extension Terms.

The annual rental for the first (1st) five (5) year extension term shall be increased to Six Thousand Six Hundred and 00/100 Dollars (\$6,600.00); (payable \$550.00 monthly); and

for the second (2nd) five (5) year extension term shall be increased to Seven Thousand Two Hundred Sixty and 00/100 Dollars (\$7,260.00) (payable \$605.00 monthly); and

for the third (3rd) five (5) year extension term shall be increased to Seven Thousand Nine Hundred Eighty-Six and 00/100 Dollars (\$7,986.00); (payable \$665.50 monthly); and

for the fourth (4th) five (5) year extension term shall be increased to Eight Thousand Seven Hundred Eighty-Four and 00/100 Dollars (\$8,784.60); (payable \$732.05 monthly).

STANDARD PROVISIONS

3: Additional Yearly Terms.

If at the end of the fourth (4th) five (5) year extension term, this Lease has not been terminated by either party giving six (6) months prior written notice to the other, the Term of this Lease shall automatically continue in force upon the same terms and conditions for a further term of one (1) year and for any subsequent annual terms until such time as either party serves written notice upon the other of its intention to terminate this Lease at least six (6) months prior to the end of any annual term. Rent for these annual periods shall be equal to the product of the rent paid for the preceding lease year multiplied by 1.03 (103%) payable in equal monthly installments.

4: Methods of Payment.

4.1 **First Rent Payment.** Not later than fourteen (14) days after the Commencement Date, Tenant shall pay Landlord rent for the first two (2) full calendar months of the Initial Term.

4.2 **Subsequent Monthly Rent Payments.** Effective with the first (1st) day of the third (3rd) calendar month, of the Initial Term rent shall be payable monthly in advance on the first (1st) day of each calendar month.

4.3 **Location for Payment.** All rent shall be paid to Landlord at the Address for Payment of Rent or to another person, firm or place which the Landlord may from time to time designate in writing at least forty five (45) days in advance of a rent payment date.

5: Use of Leased Property.

Tenant may use the Leased Property for lawful telecommunications purposes and related site preparation, improvements and maintenance purposes in accordance with local rules and governmental regulations.

6: Tenant's Installation

6.1 **Improvements.** Tenant may install an antenna structure, antennas, equipment enclosures, fencing, equipment, other personal property, fixtures, cables, transmission lines, and utilities and make any other improvements. Tenant may from time to time replace any of these items with new or different items with the same or different specifications so long as their installation is otherwise in compliance with this Lease and applicable laws, ordinances and codes.

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6.2 **Workmanlike Construction.** Tenant agrees that the installation will be completed in a neat, workmanlike manner consistent with good engineering practices. All costs of the installation, including, but not limited to, the cost of extending Landlord's electrical service to Tenant's equipment, will be paid by the Tenant.

6.3 **Title to Various Items.** Landlord shall, at all times, be the sole and exclusive owner of the Leased Property. The Tenant shall at all times be the sole and exclusive owner of the antenna structure, antennas, equipment enclosures, equipment, other personal property, fixtures, cables and transmission lines and other improvements installed by Tenant on the Leased Property.

6.4 **Ingress and Egress.** Tenant and its authorized representatives shall have the right of ingress and egress to and from the Leased Property twenty-four (24) hours a day, seven (7) days a week.

7: Taxes.

Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property. Landlord shall be solely responsible for and shall timely pay all real estate, special assessments or similar taxes relating to the Leased Property including any improvements made by Tenant. Tenant shall reimburse the Landlord for the amount of any increase in real estate taxes attributable to Tenant's improvements as determined by the local assessor, upon receipt of a copy of the tax bill and request for reimbursement from the Landlord. At the request of either party, the other shall provide evidence of payment of taxes.

Tenant shall have the right to contest all taxes, assessments, charges, and impositions, and Landlord agrees to join in such contest, if required by law, and to permit the Tenant to proceed with the contest in Landlord's name, provided that the expense of the contest is borne by Tenant. If the Landlord initiates an action to contest taxes or other items the Tenant may join in such action provided that Tenant pays its own expenses of so participating. Landlord shall within fourteen (14) days of receipt of notice of any increase in taxes, assessments or other charges send a copy of such notice by certified mail, return receipt requested, to Tenant. If Landlord fails to give Tenant such notice as set forth above, Landlord will be responsible for payment of any increases and Tenant shall have the option to pay the same and deduct such payment from rent or any other sums next due.

8: Indemnification.

Landlord and Tenant hereby agree to indemnify, defend and hold each other harmless from and against any claim of liability or loss from personal injury or property damage in connection with the Leased Property or resulting from or arising out of the use and occupancy of the Leased Property by the indemnifying party or its agents, excepting, however, such claims or damages as may be due to or caused by the acts of the indemnified party or its agents. Neither party shall have any obligations under this Paragraph unless notified in writing of any such claim or loss within thirty (30) business days of receipt by the other party of notice of such claim or loss.

9: Landlord's Representations

In order to induce Tenant to enter into this Lease, Landlord covenants, represents and warrants, as of the date of this Lease and throughout its Term, as follows:

9.1 **Authority.** Landlord is solvent and the owner of the Leased Property in fee simple. Landlord has full authority to execute, deliver, and perform this Lease and is not in default of any mortgage affecting this Leased Property.

9.2 **No Condemnation.** Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Leased Property, or any part, instead of condemnation.

9.3 **No Unrecorded Liens.** Landlord has not performed and has not caused to be performed any work on the Leased Property during the six months preceding the date of this Lease which could give rise to any mechanic's or materialmen's liens. There are no unrecorded easements or agreements affecting the Leased Property.

10: Easements

10.1 **Granted.** For the Term of this Lease, Landlord grants Tenant the Access and Utility Easements, if any, described in Exhibits A or B of this Lease and the Rider to the Memorandum of Lease.

10.2 **Modifications.** If subsequent to the date of this Lease it is reasonably determined by Tenant that any Access or Utility Easement obtained does not or no longer adequately serves the Leased Property and Tenant's use thereof, Landlord agrees to cooperate with Tenant to relocate such Easements where practical. In the event the Landlord is unable to relocate any of the necessary Easements, then at Tenant's option this Lease may be terminated upon the payment of rent for the remainder of the term or six (6) months, whichever is less.

11: Assignment.

The Tenant may sublease or assign this Lease, in whole or in part, or any of its rights under this Lease to Ameritech Mobile Communications, Inc., or any business entity or partnership affiliated with it or Tenant by common ownership. Any other assignment or sublease by Tenant shall be with the prior written consent of Landlord which will not be unreasonably withheld or delayed.

12: Defaults.

12.1 By Tenant. In the event of default under this Lease by Tenant, Landlord shall be entitled to remedies as shall then be provided by law except that Landlord shall not be entitled to distraint any personal property (including fixtures) on the Leased Property; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Landlord shall give to Tenant written notice of default to Tenant and the nature of the default and Tenant shall have thirty (30) days (or, if the default cannot be cured within thirty (30) days, a longer period as shall be necessary to cure the default, acting with due diligence), after receipt of the notice within which to cure the default, during which period no remedy shall be pursued. If Tenant fails to cure a default, in addition to any other remedies available to Landlord, the Landlord may elect to commence eviction proceedings provided, however, Tenant shall be permitted a six month stay from receipt of a notice of eviction at 110% of the then current monthly rent to find an alternative site.

12.2 By Landlord. If Landlord defaults in any of its obligations under this Lease, in addition to any remedies available at law or equity, Tenant may perform Landlord's obligation and may offset from the rent or any other amounts next payable Tenant's costs and expenses of doing so. Notwithstanding anything else in this Lease, Tenant may defer payment of Rent including the first rent payment, during any period in which Landlord is in default in any of its obligations under this Lease; has failed to provide or execute or cause to be provided or executed (a) any document reasonably necessary for Tenant's use of the Leased Property in the manner contemplated, (b) any easement; or (c) any document reasonably necessary to obtain any title insurance or other necessary or desirable insurance or consent.

13: Condemnation.

In the event of condemnation, Tenant's share of any condemnation award or proceeds from sale in lieu of condemnation shall be limited to compensation for Tenant's leasehold interest, antennas, improvements, transmission lines, loss of business and equipment, and Tenant's costs of relocation. Tenant shall not receive any part or portion of condemnation award or sales proceeds relating to compensation for property owned by the Landlord.

14: Casualty.

In the event the Leased Property is destroyed or damaged in whole or in part by casualty during the term of this Lease then, at Tenant's option (exercised by notice to Landlord), this Lease may be terminated as of the date of the event or at any time within 90 days thereafter and no further rent shall be due under the Termination Section or any other Section of this Lease.

15: Quiet Enjoyment.

Landlord covenants and agrees that upon payment by the Tenant of the rental under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person and Landlord shall perform all of its obligations under this Lease.

16: Subordination, Non-Disturbance and Attornment.

16.1 Existing Encumbrances. Within thirty (30) days after the execution of this Lease, Landlord shall deliver to Tenant executed original of non-disturbance and attornment agreements with Tenant in form satisfactory to Tenant, in Tenant's sole discretion, from any existing mortgage holder or other party holding an interest in the Leased Property which may take precedence over Tenant's interest in the Leased Property. Failure by the Landlord to deliver any required non-disturbance and attornment agreement shall entitle Tenant, at Tenant's option to terminate this Lease at any time thereafter and to obtain a refund of all rent and any other amounts paid to Landlord, and, in any case, Tenant shall have no obligation to pay rent or other amounts under this Lease until Landlord delivers the executed non-disturbance and attornment agreement.

16.2 Subsequent Financing. Tenant shall enter into recordable subordination, non-disturbance and attornment agreements with the holders of any mortgage, trust deed, installment sale contract or other financing instrument dated after the date of this Lease, if the agreements are in form satisfactory to Tenant.

17: Termination.

17.1 **By Tenant.** In addition to termination as a result of action or inaction pursuant to other parts of this Lease, Tenant may terminate this lease: (a) at any time upon thirty (30) days' written notice to Landlord and payment of six (6) months rental, (b) immediately, without payment of any rent not yet due following written notice to Landlord of either (i) Tenant's inability to secure necessary zoning and/or Tenant has lost, been denied or failed to satisfy any necessary authorization or radio engineering criteria to use the Leased Property as contemplated in this Lease, or (ii) Tenant's having obtained a soil test which shows contamination or building conditions which in Tenant's judgment are unsuitable for Tenant's purposes.

17.2 **Removal of Equipment.** Upon the expiration of this Lease, or its earlier termination or cancellation for any reason, Tenant shall at its sole expense remove from the Leased Property all of its antennas, antenna structures, equipment enclosures, transmitting and receiving equipment, transmitting lines, other personal property, fixtures and other improvements (except underground wiring, driveways, sidewalks and foundations). Tenant shall leave all fencing unless prior to the effective date of the expiration, termination or cancellation, Landlord requests removal. Tenant shall have up to ninety (90) days after the effective date of the expiration, termination, cancellation to complete removal of all items. If, Tenant requires any of the ninety (90) day period after the effective date for the removal, Tenant shall pay Landlord the then current monthly rent (or in the case of annual rental one-twelfth of the annual rental) in advance for each thirty (30) day period or portion thereof Tenant requires to complete the removal.

18: Cooperation.

Landlord agrees to cooperate with Tenant in any efforts by Tenant to secure any governmental permits necessary to use the Leased Property as contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant within ten (10) days of Tenant's written request. During the term of this Lease Landlord shall take no action which adversely affects the uses permitted on the Leased Property. At any time after the date of this Lease or the Commencement Date, either party shall execute or cause to be executed any documents, or take or cause to be taken any actions, reasonably necessary to carry out the intent of this Lease.

19: Lease Construction.

This Lease shall be construed in accordance with the laws of the State of where the Leased Property is located. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect.

20: Entire Binding Understanding; No Oral Modification.

All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease by Tenant to Landlord shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant.

21: Successors; Separability.

Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns or subtenants of the parties and any grantee of Landlord.

22: Notices.

All notices, requests and other writings required under this Lease (including any notices of renewal, or termination rights) must be in writing and shall be deemed validly given upon the earlier of (i) actual receipt or (ii) the second business day after the date posted if sent by certified mail, return receipt requested, addressed to the other party with copies as set out in the Landlord's Address and Tenant's Address (or any other address within the United States that the party to be notified may have designated to the sender by like notice).

23: Lease Memorandum.

Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenant may record the Memorandum of Lease. If Tenant's survey requires a correction to the legal description rider attached to the Memorandum of Lease, the parties will execute and record or re-record a modified Memorandum of Lease or a supplement to the Memorandum of Lease. Tenant shall not be required to pay rent during any period in which Landlord refuses to execute a modification or supplement.

24: Performance.

Time is of the essence in this Lease.

25: Broadcast Interference.

25.1 **Definition.** As used in this Lease, "interference" with a broadcasting activity means:

- (A) Interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or
- (B) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Leased Property or had any equipment on the Leased Property.

25.2 **Removal.** Tenant shall take reasonable actions to prevent and properly remove any interference with broadcast activities of Landlord or other tenants of Landlord caused by Tenant's use of the property. Landlord shall take reasonable actions to prevent and promptly remove or cause to be removed any interference with Tenant's broadcast activities caused by Landlord or Landlord's lessees, licensees, invitees or agents.

26: Environmental Matters.

26.1 **Definition.** For purposes of this Lease:

(A) "Applicable Environmental Laws" includes the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(B) "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material as that term is defined in Applicable Environmental Laws.

26.2 **No Hazardous Material.** Neither the Landlord nor, to the best knowledge of Landlord, any other person has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Leased Property or any part thereof nor any part thereof has ever been used by the Landlord, or to the best knowledge of the Landlord, by any other person either as a permanent or temporary dump site or storage site for any Hazardous Material.

26.3 **Tenant's Indemnity.** Tenant indemnifies the Landlord and agrees to hold the Landlord harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Landlord for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Leased Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) caused by or in the control of Tenant.

26.4 **Landlord's Indemnity.** In all other cases, Landlord indemnifies the Tenant and agrees to hold the Tenant harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Tenant for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Leased Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws).

26.5 **Survival.** The provisions of and undertakings and indemnifications set out in this Section shall survive the termination of this Lease.

AGREED as of the later of the two dates below:

LANDLORD

Christian F. Junge
Marilyn J. Junge

By: Christian F. Junge
Name: Christian F. Junge

Date: 10-9-95

By: Marilyn J. Junge
Name: Marilyn J. Junge

Date: 10-9-95

TENANT

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

By: Jay Allison
Jay Allison
Regional Vice President

Date: 10/20/95

LEASE AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PROPERTY

(May be added by Tenant or amended at a later date.)

AMCI LEASE SITE DESCRIPTION:

A PARCEL OF LAND FOR LEASE SITE PURPOSES LOCATED WITHIN THAT PART OF LOT 9 IN CLOVER HILL FARMS UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7 AND PART OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JANUARY 19, 1948 AS DOCUMENT NO. 635092, IN BOOK 31 OF PLATS, PAGE 8, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE N.01°03'31"W, ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 285.14 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING N.01°03'31"W, ALONG SAID EAST LINE, 50.00 FEET; THENCE N.89°57'27"W, PARALLEL WITH THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 50.00 FEET; THENCE S.01°03'31"E, PARALLEL WITH THE EAST LINE OF SAID LOT 9, A DISTANCE OF 50.00 FEET; THENCE S.89°57'27"E, PARALLEL WITH THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2499.54 SQUARE FEET, IN ELA TOWNSHIP, LAKE COUNTY, ILLINOIS.

AMCI ACCESS EASEMENT DESCRIPTION:

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES LOCATED WITHIN THAT PART OF LOT 9 IN CLOVER HILL FARMS UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 7 AND PART OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JANUARY 19, 1948 AS DOCUMENT NO. 635092, IN BOOK 31 OF PLATS, PAGE 8, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE N.01°03'31"W, ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 285.14 FEET; THENCE N.89°57'27"W, PARALLEL WITH THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 1.00 FOOT FOR THE POINT OF BEGINNING; THENCE CONTINUING N.89°57'27"W, ALONG SAID PARALLEL LINE, 24.00 FEET; THENCE S.01°03'31"E, PARALLEL WITH THE EAST LINE OF SAID LOT 9, A DISTANCE OF 12.50 FEET; THENCE S.89°57'27"E, PARALLEL WITH THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 8.00 FEET; THENCE S.45°30'29"E, A DISTANCE OF 5.71 FEET; THENCE S.01°03'31"E, PARALLEL WITH THE EAST LINE OF SAID LOT 9, A DISTANCE OF 232.32 FEET; THENCE S.43°56'29"W, A DISTANCE OF 23.01 FEET; THENCE S.01°03'31"E, PARALLEL WITH THE EAST LINE OF SAID LOT 9, A DISTANCE OF 19.74 FEET TO THE SOUTH LINE OF LOT 9; THENCE S.89°57'27"E, ALONG SAID SOUTH LINE, 12.00 FEET; THENCE N.01°03'31"W, PARALLEL WITH THE EAST LINE OF SAID LOT 9, A DISTANCE OF 15.00 FEET; THENCE N.43°56'29"E, A DISTANCE OF 23.01 FEET TO A LINE THAT IS PARALLEL WITH THE EAST LINE OF SAID LOT 9 AND PASSES THROUGH THE POINT OF BEGINNING; THENCE N.01°03'31"W, ALONG SAID PARALLEL LINE, 253.56 FEET TO THE POINT OF BEGINNING, CONTAINING 3656.74 SQUARE FEET, IN ELA TOWNSHIP, LAKE COUNTY, ILLINOIS.

Created 7/24/95

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LEASE AGREEMENT

EXHIBIT B

SKETCH OF THE LEASED PROPERTY



