

STANDARD LEASE AGREEMENT

This Standard Lease Agreement ("Agreement") is entered into this 26th day of June, 1996, between SMART SMR OF ILLINOIS, INC., a Delaware Corporation, d/b/a Nextel Communications ("Lessee"), and CITY OF LOCKPORT, a Municipal Corporation of Illinois ("Lessor").

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

1. **Premises.** Lessor is the owner of a parcel of land located in the City of Lockport, County of Will, State of Illinois, commonly known as 425 W. 16th Street, Lockport, IL 60441 ("Land"). The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately twenty-five hundred (2,500) square feet of the Land ("Premises") as described in Exhibit B annexed hereto.

2. **Use.** The Premises may be used by Lessee for any activity in connection with the provision of telecommunications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

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

4. **Term.** The term of this Agreement shall be five (5) years commencing on the date Lessee begins commercial operation of the Lessee Facilities (as defined in Paragraph 6(a)) or December 1, 1997, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date ("Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for three (3) successive five (5) year periods ("Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

5. **Rent.**

(a) Within fifteen (15) business days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent One Thousand and 00/100 Dollars (\$1,000.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at 222 E. Ninth Street, Lockport, IL 60441-3497; Attention: City Treasurer.

(b) As further inducement for Lessor to enter into this Agreement, Lessee agrees to pay to Lessor within fifteen (15) days of the Commencement Date, a one time additional consideration ("Additional Rent") of Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00), which shall be used by Lessor to purchase equipment for the proposed Lockport enforcement facility.

- (c) Rent for any Renewal Term(s) shall be according to the following schedule:
 - Rent for First Renewal Term = \$ \$1,100.00 / month
 - Rent for Second Renewal Term = \$ \$1,210.00 / month
 - Rent for Third Renewal Term = \$ \$1,331.00 / month.

6. **Facilities; Utilities; Access.**

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

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

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

7. **Interference.**

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

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

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

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

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

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

(c) Lessor consents to the assignment by Lessee of this Agreement to Motorola and/or NTFC as security for the payment of all indebtedness and performance of obligations under the promissory notes and Financing and Security Agreement evidencing the financing referred to in Paragraph 9(b); provided that, such assignment shall not constitute assumption by Motorola and/or NTFC of any obligations under this Agreement unless and

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until Motorola and/or NTFC elects to assume Lessee's rights and obligations herein in the event Lessee defaults under such promissory notes, Financing Agreement or any agreement with Motorola and/or NTFC related thereto. In such event, Motorola and/or NTFC may, but shall have no obligation to take in its name or in the name of Lessee or otherwise, such actions as Motorola and/or NTFC may, at any time or from time to time deem necessary to utilize the Premises. Lessee hereby irrevocably authorizes Lessor to accept such performance by Motorola and/or NTFC.

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

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

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

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

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

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

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

17. Hazardous Materials. Lessee shall not bring to, transport across or dispose of any hazardous substances on the Premises or Property, except for fuel for Lessee's emergency power system. Lessee's use of such fuel shall comply with all applicable laws, ordinances, and regulations governing its use. Lessee agrees to indemnify and hold harmless Lessor from any and all claims which may arise from Lessee's breach of the provision of this paragraph except to the extent that any such existence is caused solely by Lessor's activities on the Premises.

18. Miscellaneous.

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

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

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

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

Lessor: CITY OF LOCKPORT
222 E. Ninth Street
Lockport, IL 60441-3497
Attn.: City Treasurer

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

With a copy to: Nextel Communications, Inc.
201 Route 17 North
Rutherford, NJ 07070
Attn.: Contracts Manager

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

(e) This Agreement shall be governed by the laws of the State of Illinois.

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

(g) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such approval or consent shall not be unreasonably delayed or withheld.

(h) All Riders and Exhibits annexed hereto form material parts of this Agreement.

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

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

LESSOR

CITY OF LOCKPORT, a Municipal Corporation of Illinois

By: Richard Dystop
Richard Dystop

Date: June 26, 1996

Title: Mayor

Tax ID# 36-6005974

LESSEE

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

By: John C. Shelton
John C. Shelton

Date: 7/08/96

Title: President Midwest Region

ATTEST:

Paula R. Waxweiler, City Clerk
PAULA R. WAXWEILER, CITY CLERK

BY: Donna L. Gura, Deputy Clerk
Donna L. Gura, Deputy Clerk

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated June 26, 1996, by and between CITY OF LOCKPORT, a Municipal Corporation of Illinois, as Lessor, and SMART.SMR OF ILLINOIS, INC., as Lessee.

The Land is described and/or depicted as follows:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN (27), DESCRIBED AS FOLLOWS: BEGIN AT POINT IN THE SOUTH LINE OF DIVISION STREET THIRTY (30) FEET EAST OF THE PRESENT EASTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, MEASURED AT RIGHT ANGLES TO SAID RIGHT OF WAY, RUNNING THENCE EAST ALONG SAID SOUTH LINE OF DIVISION STREET TO A POINT INTERSECTING THE WESTERLY BOUNDARY OF FAIRFIELD ADDITION TO LOCKPORT, THENCE SOUTHWESTERLY ALONG SAID WESTERLY BOUNDARY LINE OF SAID FAIRFIELD ADDITION, EIGHT HUNDRED TWENTY-EIGHT AND TWENTY-TWO HUNDREDTHS (828.22) FEET, THENCE WEST ALONG AN EXTENSION OF THE SOUTH BOUNDARY OF SAID FAIRFIELD ADDITION TO A POINT THIRTY (30) FEET EASTERLY OF SAID EASTERLY RIGHT OF WAY LINE OF SAID ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, MEASURED AT RIGHT ANGLES TO SAID RIGHT OF WAY, THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO AND THIRTY (30) FEET DISTANT FROM SAID RIGHT OF WAY LINE TO THE PLACE OF BEGINNING, ALL IN TOWNSHIP THIRTY-SIX (36) NORTH, RANGE TEN (10), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

and otherwise known as 425 W. 16th Street, Lockport, IL 60441
P.I.N.: 04-27-200-002

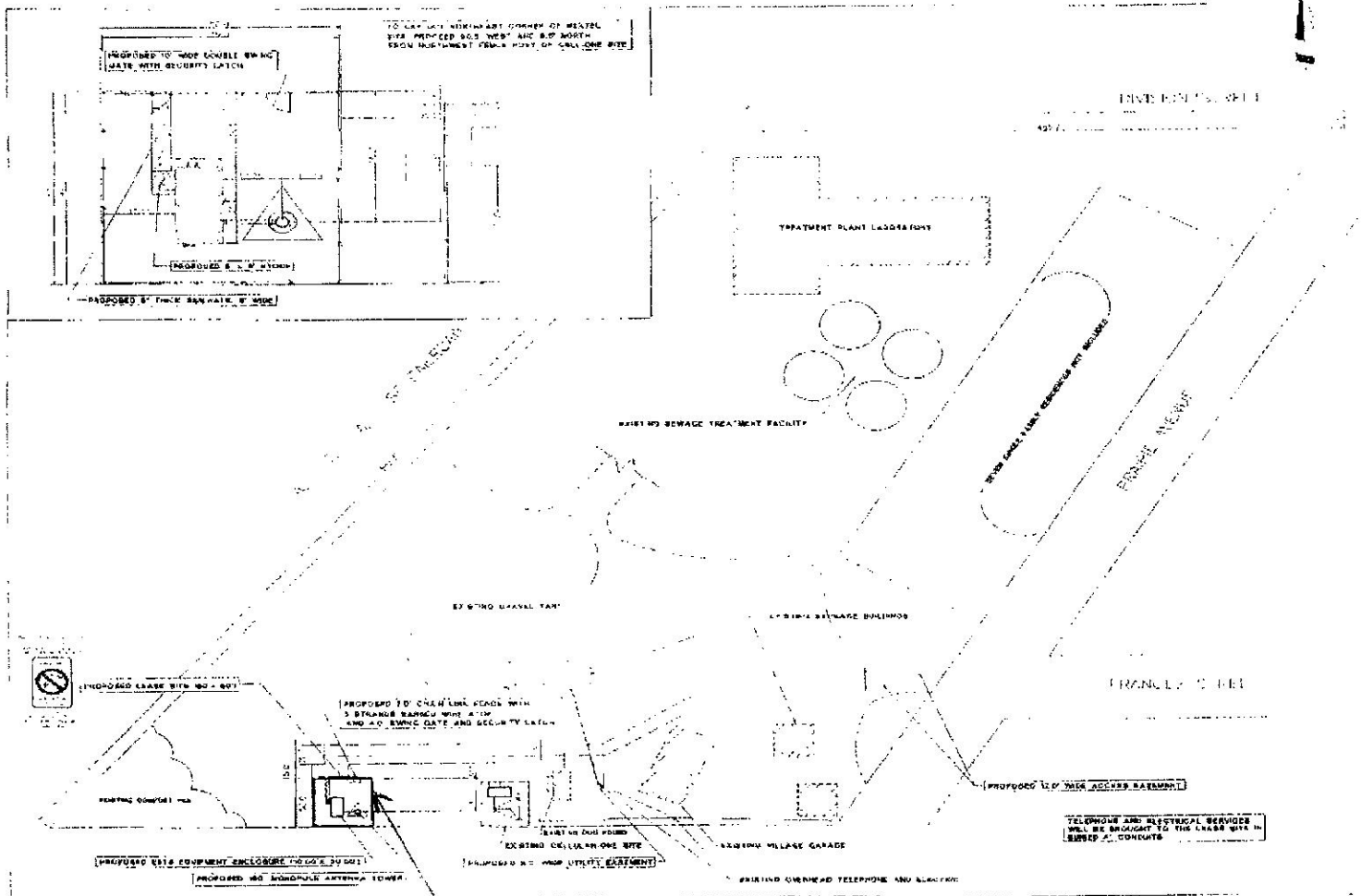
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EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated June 26, 1996, by and between CITY OF LOCKPORT, a Municipal Corporation of Illinois, as Lessor, and SMART SMR OF ILLINOIS, INC., as Lessee.

The Premises are described and/or depicted as follows:



SMART SMR OF ILLINOIS, INC.
d/b/a Nextel Communications
 Lease Premises
 1-749B / Lockport
 (Approximately 2,500 square feet)

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

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EXHIBIT C

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 26 day of June, 1996, by and between CITY OF LOCKPORT, a Municipal Corporation of Illinois, with an office at 222 E. Ninth Street, Lockport, IL 60441-3497, (hereinafter referred to as "Lessor") and SMART SMR OF ILLINOIS, INC., a Delaware Corporation, d/b/a Nextel Communications with an office at 300 Park Boulevard, 5th Floor, Itasca, IL 60143 (hereinafter referred to as "Lessee").

- 1. Lessor and Lessee entered into a Standard Lease Agreement ("Agreement") on the 26th day of June, 1996, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on _____, 199____, with three (3) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Property being leased to Lessee ("Premises") is described in Exhibit B annexed hereto.

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

LESSOR:

CITY OF LOCKPORT, a Municipal Corporation of Illinois

By: _____
Name: Richard Dystrup
Title: Mayor
Date: _____

LESSEE:

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

By: _____
Name: John C. Shelton
Title: President Midwest Region
Date: _____

STATE OF Illinois

COUNTY OF Will

On June 26, 1996 before me, Suzanne R. Dobczyk, Notary Public, personally appeared Paula R. Waxweiler, Dick Dystrup, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Suzanne Dobczyk
Notary Public
My commission expires: 9-12-99



STATE OF _____

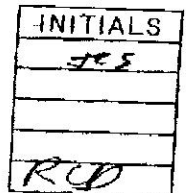
COUNTY OF _____

On _____ before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
My commission expires: _____

(SEAL)



RESOLUTION NO. 08-782

A RESOLUTION AUTHORIZING THE EXECUTION OF The First Amendment To The Lease Dated June 26th, 1996 between American Tower Asset Sub,LLC and The City of Lockport , ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKPORT, WILL COUNTY, ILLINOIS.

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RESOLUTION NO. 08-782

A RESOLUTION AUTHORIZING THE EXECUTION OF The First Amendment Lease
Between American Tower Asset Sub LLC and The City Of Lockport, ADOPTED BY THE
MAYOR AND CITY COUNCIL OF THE CITY OF LOCKPORT, WILL COUNTY, ILLINOIS

**BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE
CITY OF LOCKPORT, WILL COUNTY, ILLINOIS, AS FOLLOWS:**

SECTION ONE: That the Mayor be and he is hereby authorized and directed
and the City Clerk is directed to attest to a document known as " The First Amendment Lease
Between American Towers Asset Sub LLC and the City of Lockport,

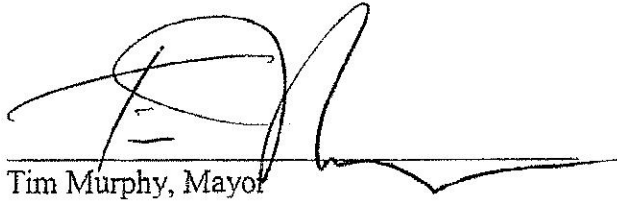
SECTION TWO: That this Resolution shall be in full force and effect from and
after its passage, and approval as provided by law.

PASSED AND APPROVED THIS 9TH **DAY OF** JANUARY, 20 08,
with

8 ALDERMEN voting aye 0 ALDERMEN absent
0 ALDERMEN voting nay 0 ALDERMEN abstaining
the MAYOR voting aye _____ voting nay _____ not voting X

A COLARELLI A COLLIER A FRACARO A SMITH
A KELLY A MORRIS A TRIVEDI A KELLEY

- _____ MAYOR



Tim Murphy, Mayor

ATTEST:



Maria M. Esposito, City Clerk

FIRST AMENDMENT TO STANDARD LEASE AGREEMENT

This First Amendment To Standard Lease Agreement ("*Amendment*") is entered into on the _____ day of _____, 20__ by and between the City of Lockport, a municipal corporation of Illinois ("*Lessor*") and American Tower Asset Sub, LLC, a limited liability company ("*Lessee*").

RECITALS

- A. Lessor and SMART SMR of Illinois, Inc., a Delaware Corporation, d/b/a Nextel Communications, predecessor in interest to Lessee, entered into that certain Standard Lease Agreement dated June 26, 1996, (the "*Agreement*"), whereby the Lessee leases a portion of the real property owned by Lessor located in Will County, Illinois (the "*Premises*"); and
- B. Lessor and Lessee desire to amend the terms of the Agreement to extend the term thereof and as otherwise provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Lease Term Extended:** Lessee shall have the option to extend the Agreement for each of two (2) additional five (5) year renewal terms (each a "*Renewal Term*"). The first such Renewal Term shall commence on the day following the expiration of the last remaining renewal period available under the Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Agreement will automatically renew for any remaining renewal periods under the Agreement existing prior to this Amendment, as well as for each of the successive Renewal Terms added pursuant to this Amendment unless ninety (90) days prior to the expiration of the then current term Lessee notifies Lessor that Lessee elects not to renew the Agreement.
2. **Rent Term and Escalation:** Commencing on October 26, 2016 (the "*Rent Increase Date*"), the rent payable under the Agreement is hereby increased to Two Thousand Two Hundred and 00/100 Dollars (\$2,200.00) per month. On the first anniversary of the Rent Increase Date and on each anniversary of the Rent Increase Date thereafter, Rent shall be adjusted to be an amount equal to the Rent payable in the year immediately preceding such adjustment increased by a percentage equal to the percentage change in the most recently published Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers, All Items, U.S. City Average ("*CPI*"), provided that the percentage increase shall not be greater than 5% for any adjustment period. If such index is discontinued or changed in such a way that it is impossible to obtain a continuous measurement of price changes, it shall be replaced by a comparable governmental index. Lessor and Lessee agree that all rent and payments in accordance with this Amendment shall continue to be paid to, and all taxable income from the same shall be reported by, CITY OF LOCKPORT IL.
3. **One-time Payment:** Lessee shall pay to Lessor a one-time payment in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00), payable within thirty (30) days of Lessee's receipt of this fully executed Amendment. Such one-time payment is contingent on Lessee receiving the executed Amendment by January 14, 2008.
4. **Revenue Share:**
 - a. Lessee shall pay Lessor an amount equal to Twenty Percent (20%) per month for each sublease, license or other collocation agreement of the Property entered into with a third-party ("*Additional Collocator*") subsequent to the Execution Date of this Amendment.
 - b. The initial payment of the Collocation Fee shall be due with the first monthly rent installment payable after the commencement date of each license or sublease with an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Lessee's obligation to pay the Collocation Fee for such sublease or license shall terminate upon the date of such expiration or

termination. Lessee shall notify Lessor in writing of such expiration or termination within 15 days of same. Notwithstanding anything contained herein, no Collocation Fee shall be due for any sublease or

transfer to any subsidiary, parent or affiliate of Lessee, if such sublease or transfer does not result in additional equipment on the tower.

- c. Lessee has the sole and absolute right to enter into, renew, extend, terminate, amend, modify reduced rent, or allow the early termination of any future or existing subleases, licenses or collocation agreements for occupancy on the tower, all on such terms as Lessee deems advisable, not withstanding that such decisions may affect the amounts payable to the Lessor pursuant to paragraph 5(a) hereof.
 - d. Notwithstanding the foregoing, Lessor hereby acknowledges and agrees that the provisions of this paragraph do not apply to any sublease, license or other collocation agreement with a commencement date that precedes the effective date of this Amendment between Lessee and any Additional Collocator, or their predecessors or successors in interest, or to any past or future modifications to such agreements.
5. **Memorandum of Lease:** Upon written request by Lessee, Lessor shall fully cooperate with Lessee and execute a Memorandum of Lease that is recordable within the jurisdiction in which the Premises is located. Lessor agrees not to transfer, assign, sell, or convey any or all interest of the Premises to another party until Lessee records a Memorandum of Lease with the jurisdiction. This provision shall not apply to any sale or transfer of the Premises from Lessor to any member of Lessor's immediate family. For the purposes of this provision, Lessor's immediate family shall be defined as the parents, children or grandchildren of the Lessor.
 6. **Assignment and Subletting:** Lessee's Customers shall be entitled to use the Easements granted herein and the provisions of this Agreement shall benefit Lessee's Customers. Lessor may only assign Lessor's interest in the Agreement to a purchaser of Lessor's entire interest in the Parent Parcel. Lessee may assign Lessee's interest in the Agreement to any party agreeing to be bound and subject to the terms of the Agreement. Lessee may sublet or license any part of the Premises at any time without notice to, or consent from, Lessor. Upon assignment, the assigning party will be released from any liability occurring after the date of such assignment, and the assignee will be responsible for all future obligations of such assignor under the Agreement.
 7. **Signage:** Lessor grants to Lessee the right to install and maintain during the Term of this Agreement identifying signs or other types of signs required by any governmental authority on or along any access road to the Premises, including, if necessary, signs visible from the nearest public street, at locations where an access road diverges, or if an obstruction obscures visibility of the Premises and Improvements. Lessee agrees to minimize the size of such signs as reasonably required for readability and compliance with regulations or directives of any governmental authority.
 8. **Governmental Approvals:** Lessor shall fully cooperate with Lessee and Lessee's Customers' efforts to obtain and maintain in effect all governmental approvals. Lessor irrevocably authorizes Lessee, Lessee's Customers, and their agents to file applications as Lessor's agent with governmental authorities, which applications relate to Lessee and Lessee's Customers' intended use of the Site, including but not limited to, land use and zoning applications. Lessee shall perform all other acts and pay all reasonable expenses necessary to obtain any approvals deemed necessary by Lessee. Lessor agrees not to oppose any requests for such approvals and agrees to execute in a timely manner any documentation related to such approvals. Lessor's failure to comply with this provision would create a material breach of the Agreement.
 9. **Estoppels:** Each party agrees to furnish to the other, within 30 days after request, such estoppel information as the other may reasonably request.
 10. **Full Force and Effect; Entirety; Amendment; Counterparts.** Except as modified herein, the Agreement and all the covenants, agreements, terms, provisions and conditions thereof remain in full force and effect and are hereby ratified and affirmed. This Amendment, together with the Agreement, constitutes the entire agreement among the undersigned parties hereto. Any modification to this Amendment must be in writing and signed and

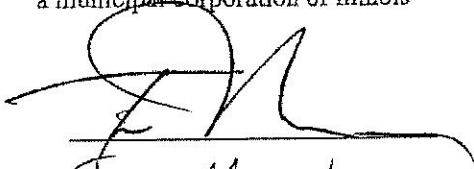
delivered by authorized representatives of the affected parties in order to be effective. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Amendment as of the dates written below.

LESSOR: City of Lockport,
a municipal corporation of Illinois

LESSEE: American Tower Asset Sub, LLC,
a Delaware limited liability company

By



Print Name

Tim Murphy

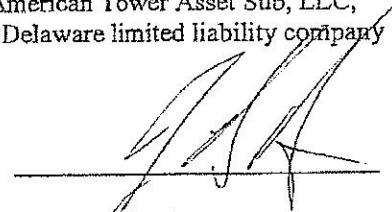
Title

MAYOR

Date

1-9-08

By



Print Name

Jason D. Hirsch

Title

Vice President, Land Management

Date

1/16/08

THE SECOND AMENDMENT TO STANDARD LEASE AGREEMENT

This Second Amendment to Standard Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between the **City of Lockport**, a municipal corporation of Illinois ("**Landlord**") and **American Tower Asset Sub, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Standard Lease Agreement dated June 26, 1996 (the "**Original Lease**"), as amended by that certain First Amendment to Standard Lease Agreement dated January 16, 2008 (the "**First Amendment**") (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of Five Thousand and No/100 Dollars (\$5,000.00), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before March 6, 2015; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on October 26, 1996. Tenant shall have the option to extend the Lease for each of three (3) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the expiration of the then current term and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease

in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Revenue Share.** The Parties ratify and reconfirm section 4 of the First Amendment, which remains in fully force and effect in accordance with its terms.
4. **Rent and Escalation.** On October 26, 2015 rent payable from Tenant to Landlord under the Lease (the "**Rent**") shall increase by an amount equal to three percent (3%) of the then current Rent. On October 26, 2016, Tenant's Rent payment to Landlord shall increase to Two Thousand Two Hundred and 00/100 Dollars (\$2,200.00) in accordance with section 2 of the First Amendment. Commencing on October 26, 2017 and on each successive annual anniversary thereof, Tenant's Rent payment to Landlord shall resume increasing by an amount equal to three percent (3%) of the then current Rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to the **City of Lockport IL**. The escalations in this paragraph shall be the only escalations to the Rent and any/all escalations in the Lease are hereby null and void and of no further force and effect.
5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
6. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than thirty (30) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may

complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
9. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 222 E. 9th Street, Lockport, IL 60441; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic

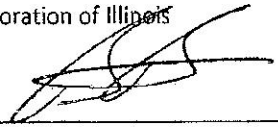
means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

11. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

City of Lockport
a municipal corporation of Illinois

Signature: 
Print Name: Benjamin Benson
Title: City Administrator
Date: 10-6-15

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

American Tower Asset Sub, LLC
a Delaware limited liability company


Signature:  _____
Print Name: **Shawn Lanier** _____
Title: **Vice President - Legal** _____
Date: **12-9-15** _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being situated in the County of Will, State of Illinois, being known as Will County APN: 11-04-27-200-002-0000, and being better described as the following:

ALL THAT PARCEL OF LAND IN CITY OF LOCKPORT, WILL COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 527027, ID# 11-04-27-200-002, BEING KNOWN AND DESIGNATED AS THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27 DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE SOUTH LINE OF DIVISION STREET 30 FEET EAST OF THE PRESENT EASTERLY RIGHT OF WAY LINE OF THE ATCHISON TOPEKA AND SANTE FE RAILWAY COMPANY MEASURED AT RIGHT ANGLES TO SAID RIGHT OF WAY RUNNING THENCE EAST ALONG SAID SOUTH LINE OF DIVISION STREET TO A POINT INTERSECTING THE WESTERLY BOUNDARY OF FAIRFIELD ADDITION TO LOCKPORT THENCE SOUTHWESTERLY ALONG SAID WESTERLY BOUNDARY LINE OF SAID FAIRFIELD ADDITION 828.22 FEET THENCE WEST ALONG AN EXTENSION OF THE SOUTH BOUNDARY OF SAID FAIRFIELD ADDITION TO A POINT 30 FEET EASTERLY OF THE SOUTH BOUNDARY RIGHT OF WAY LINE OF SAID ATCHISON TOPEKA AND SANTE FE RAILWAY COMPANY MEASURED AT RIGHT ANGLES TO SAID RIGHT OF WAY THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO AND 30 FEET DISTANT FROM SAID RIGHT OF WAY LINE TO THE PLACE OF BEGINNING ALL IN TOWNSHIP 36 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY ILLINOIS. (PARCEL # 11-04-27-200-002)

BY FEE SIMPLE DEED FROM ILLINOIS STEEL COMPANY AS SET FORTH IN DOC # 527027 DATED 02/09/1940 AND RECORDED 02/29/1940, WILL COUNTY RECORDS, STATE OF ILLINOIS.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 2,500 square feet; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below:

PART OF THE FAIRFIELD ADDITION TO LOCKPORT, AS RECORDED IN BOOK 8, PAGE 18, WILL COUNTY RECORDS, ILLINOIS, ALSO KNOWN AS BEING PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF LOCKPORT, WILL COUNTY, ILLINOIS, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 29 OF SAID PLAT; THENCE S87°59'53"W ALONG THE SOUTH LINE OF LOT 29 A DISTANCE OF 453.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°59'53"W A DISTANCE OF 50.00 FEET; THENCE N02°00'07"W A DISTANCE OF 50.00 FEET; THENCE N87°59'53"E A DISTANCE OF 50.00 FEET; THENCE S02°00'07"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. SAID LEASE CONTAINS 2,500 SQUARE FEET OR 0.057 ACRES.

[Exhibit A Continues on the Following Page]

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way, including but not limited to the following:

ACCESS EASEMENT:

A 20 FOOT WIDE EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL PART OF THE FAIRFIELD ADDITION TO LOCKPORT, AS RECORDED IN BOOK 8, PAGE 18, WILL COUNTY RECORDS, ILLINOIS, ALSO KNOWN AS BEING PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF LOCKPORT, WILL COUNTY, ILLINOIS, HAVING A WESTERLY AND NORTHERLY LINE DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 29 OF SAID PLAT; THENCE S87°59'53"W ALONG THE SOUTH LINE OF LOT 29 A DISTANCE OF 453.40 FEET; THENCE CONTINUING S87°59'53"W A DISTANCE OF 50.00 FEET; THENCE N02°00'07"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N02°00'07"W A DISTANCE OF 20.00 FEET; THENCE N87°59'53"E A DISTANCE OF 44.21 FEET; THENCE N55°42'05"E A DISTANCE OF 35.82 FEET; THENCE N88°11'04"E A DISTANCE OF 83.59 FEET; THENCE N20°52'41"E A DISTANCE OF 128.48 FEET; THENCE N88°58'01"E A DISTANCE OF 131.76 FEET; THENCE N00°38'00"W A DISTANCE OF 64.50 FEET; THENCE N30°26'47"E A DISTANCE OF 56.59 FEET; THENCE N73°44'21"E A DISTANCE OF 50.40 FEET; THENCE S79°40'59"E A DISTANCE OF 136.56 FEET; THENCE S61°01'21"E A DISTANCE OF 104.42 FEET TO THE WESTERLY RIGHT OF WAY OF PRAIRIE AVENUE (PUBLIC) AND THE POINT OF ENDING. THE SIDELINES OF SAID EASEMENT ARE LENGTHENED AND/OR SHORTENED TO BEGIN AT THE NORTHERLY LINE OF THE ABOVE DESCRIBED LEASE AREA AND TERMINATE AT THE WESTERLY RIGHT OF WAY OF PRAIRIE AVENUE.

UTILITY EASEMENT:

A 15 FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL PART OF THE FAIRFIELD ADDITION TO LOCKPORT, AS RECORDED IN BOOK 8, PAGE 18, WILL COUNTY RECORDS, ILLINOIS, ALSO KNOWN AS BEING PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF LOCKPORT, WILL COUNTY, ILLINOIS, HAVING A SOUTHERLY LINE DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 29 OF SAID PLAT; THENCE S87°59'53"W ALONG THE SOUTH LINE OF LOT 29 A DISTANCE OF 453.40 FEET TO THE POINT OF BEGINNING; THENCE N87°59'53"E A DISTANCE OF 150.00 FEET THE POINT OF ENDING. THE SIDELINES OF SAID EASEMENT ARE LENGTHENED AND/OR SHORTENED TO BEGIN AT THE EASTERLY LINE OF THE ABOVE DESCRIBED LEASE AREA.

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

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BY FEE SIMPLE DEED FROM ILLINOIS STEEL COMPANY AS SET FORTH IN DOC # 527027 DATED 03-09-1940 AND RECORDED 02-29-1940, WILL COUNTY RECORDS, STATE OF ILLINOIS

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 2,500 square feet; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below:

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[Exhibit A Continues on the Following Page]

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way, including but not limited to the following:

ACCESS EASEMENT:

A 20 FOOT WIDE EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL PART OF THE FAIRFIELD ADDITION TO LOCKPORT, AS RECORDED IN BOOK 8, PAGE 18, WILL COUNTY RECORDS, ILLINOIS, ALSO KNOWN AS BEING PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF LOCKPORT, WILL COUNTY, ILLINOIS, HAVING A WESTERLY AND NORTHERLY LINE DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 29 OF SAID PLAT; THENCE S87°59'53"W ALONG THE SOUTH LINE OF LOT 29 A DISTANCE OF 453.40 FEET; THENCE CONTINUING S87°59'53"W A DISTANCE OF 50.00 FEET; THENCE N02°00'07"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N02°00'07"W A DISTANCE OF 20.00 FEET; THENCE N87°59'53"E A DISTANCE OF 44.21 FEET; THENCE N55°42'05"E A DISTANCE OF 35.82 FEET; THENCE N88°11'04"E A DISTANCE OF 83.59 FEET; THENCE N20°52'41"E A DISTANCE OF 128.48 FEET; THENCE N85°58'01"E A DISTANCE OF 131.76 FEET; THENCE N00°38'00"W A DISTANCE OF 64.50 FEET; THENCE N30°26'47"E A DISTANCE OF 56.59 FEET; THENCE N73°44'21"E A DISTANCE OF 50.40 FEET; THENCE S79°40'59"E A DISTANCE OF 136.56 FEET; THENCE S61°01'21"E A DISTANCE OF 104.42 FEET TO THE WESTERLY RIGHT OF WAY OF PRAIRIE AVENUE (PUBLIC) AND THE POINT OF ENDING. THE SIDELINES OF SAID EASEMENT ARE LENGTHENED AND/OR SHORTENED TO BEGIN AT THE NORTHERLY LINE OF THE ABOVE DESCRIBED LEASE AREA AND TERMINATE AT THE WESTERLY RIGHT OF WAY OF PRAIRIE AVENUE.

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THE THIRD AMENDMENT TO STANDARD LEASE AGREEMENT

This Third Amendment to Standard Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between City of Lockport, an Illinois Municipal corporation ("**Landlord**") and American Tower Asset Sub, LLC, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Standard Lease Agreement dated June 26, 1996 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease, the Parties agree that the Lease, without giving effect to this Amendment and assuming the exercise by Tenant of all remaining renewal terms in the Lease, has a final expiration date of October 25, 2041 (the "**Current Expiration Date**"). Tenant shall have the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence on the day immediately following the Current Expiration Date, and all existing renewal terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than ninety (90) days prior to the expiration of the then current term.
2. **Rent and Escalation.** Commencing on October 26, 2019, the rent payable from Tenant to Landlord under the Lease is hereby increased to **Two Thousand Four Hundred Three and 99/100 Dollars (\$2,403.99)** per month (the "**Rent**"). Commencing on October 26, 2020 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to **three percent (3%)** of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to the **City of Lockport**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
3. **Revenue Share.**
 - a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord twenty percent (20%) of any rents actually received by Tenant under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of any

portion of the Leased Premises entered into by and between Tenant and a third party (any such third party, the "**Additional Collocator**") subsequent to the Effective Date (any such amounts, the "**Collocation Fee**"). Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to reimburse Tenant, in whole or in part, for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the "**Tower**"), or for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower. The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease. To the extent the amount of rents actually received by Tenant from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation Fee shall be based on such increased amount.

- b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant.
 - c. Landlord hereby acknowledges and agrees that Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant deems advisable, in Tenant's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.
 - d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant, or Tenant's predecessors- in-interest, as applicable, and any third parties, or such third parties' predecessors or successors- in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.
4. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Lockport, Attn: City Treasurer, 222 E.

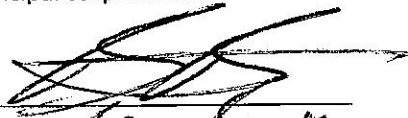
9th St, Lockport, IL 60441; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

5. **Limited Right of First Refusal.** If at any time during the term of the Lease as amended herein, Landlord either: (i) accepts an offer, or (ii) desires to offer, to sell, transfer, grant or convey and/or lease to a third party by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy, in any real property of which the Leased Premises is a part, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of the Lease to such third party, Tenant shall have the right of first refusal to meet any such bona fide offer of transfer, grant, conveyance and/or lease on the same terms and conditions. If Tenant fails to meet such bona fide offer within forty-five (45) days after written notice thereof from Landlord, Landlord may sell, transfer, grant or convey the deed, easement, lease or other interest in such real property to such third party in accordance with the terms and conditions of such third party offer.
6. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.
7. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

City of Lockport,
an Illinois Municipal corporation

Signature: 
Print Name: Ken Bond
Title: City Admin
Date: 5/8/19

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

American Tower Asset Sub, LLC,
a Delaware limited liability company


Signature: 
Print Name: Carol Maxime
Title: _____
Date: Senior Counsel, US Tower
7/17/19

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

ALL THAT PARCEL OF LAND IN THE CITY OF LOCKPORT, WILL COUNTY, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION TWENTY-SEVEN (27), DESCRIBED AS FOLLOWS: BEGIN AT A POINT IN THE SOUTH LINE OF DIVISION STREET THIRTY (30) FEET EAST OF THE PRESENT EASTERLY RIGHT OF WAY LINE OF THE ATCHLEON, TOPEKA AND SANTA FE RAILWAY COMPANY, MEASURED AT RIGHT ANGLES TO SAID RIGHT OF WAY; RUNNING THENCE EAST ALONG SAID SOUTH LINE OF DIVISION STREET TO A POINT INTERSECTING THE WESTERLY BOUNDARY OF FAIRFIELD ADDITION TO LOCKPORT, THENCE SOUTHWESTERLY ALONG SAID WESTERLY BOUNDARY LINE OF SAID FAIRFIELD ADDITION EIGHT HUNDRED TWENTY-EIGHT AND TWENTY-TWO HUNDREDTHS (828.23) FEET, THENCE WEST ALONG AN EXTENSION OF THE SOUTH BOUNDARY OF SAID FAIRFIELD ADDITION TO A POINT THIRTY (30) FEET EASTERLY OF SAID EASTERLY RIGHT OF WAY OF SAID ATCHLEON, TOPEKA AND SANTA FE RAILWAY COMPANY, MEASURED AT RIGHT ANGLES TO SAID RIGHT OF WAY, THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO AND THIRTY (30) FEET DISTANT FROM SAID RIGHT OF WAY LINE TO THE PLACE OF BEGINNING, ALL IN TOWNSHIP THIRTY-SIX (36) NORTH, RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

Being situated in Will County, Illinois; known as Parcel ID Number 11-04-27-200-002

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customer's) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

PART OF THE FAIRFIELD ADDITION TO LOCKPORT, AS RECORDED IN BOOK 8, PAGE 18, WILL COUNTY RECORDS, ILLINOIS, ALSO KNOWN AS BEING PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF LOCKPORT, WILL COUNTY, ILLINOIS, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 29 OF SAID PLAT; THENCE S87°59'53"W ALONG THE SOUTH LINE OF LOT 29 A DISTANCE OF 453.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°59'53"W A DISTANCE OF 50.00 FEET; THENCE N02°00'07"W A DISTANCE OF 50.00 FEET; THENCE N87°59'53"E A DISTANCE OF 50.00 FEET; THENCE S02°00'07"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. SAID LEASE CONTAINS 2,500 SQUARE FEET OR 0.057 ACRES.

EXHIBIT A (continue)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customer's) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

ACCESS EASEMENT:

A 20 FOOT WIDE EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL PART OF THE FAIRFIELD ADDITION TO LOCKPORT, AS RECORDED IN BOOK 8, PAGE 18, WILL COUNTY RECORDS, ILLINOIS, ALSO KNOWN AS BEING PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF LOCKPORT, WILL COUNTY, ILLINOIS, HAVING A WESTERLY AND NORTHERLY LINE DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 29 OF SAID PLAT; THENCE S87°59'53"W ALONG THE SOUTH LINE OF LOT 29 A DISTANCE OF 453.40 FEET; THENCE CONTINUING S87°59'53"W A DISTANCE OF 50.00 FEET; THENCE N02°00'07"W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N02°00'07"W A DISTANCE OF 20.00 FEET; THENCE N87°59'53"E A DISTANCE OF 44.21 FEET; THENCE N55°42'05"E A DISTANCE OF 35.82 FEET; THENCE N88°11'04"E A DISTANCE OF 83.59 FEET; THENCE N20°52'41"E A DISTANCE OF 128.48 FEET; THENCE N88°58'01"E A DISTANCE OF 131.76 FEET; THENCE N00°38'00"W A DISTANCE OF 64.50 FEET; THENCE N30°26'47"E A DISTANCE OF 56.59 FEET; THENCE N73°44'21"E A DISTANCE OF 50.40 FEET; THENCE S79°40'59"E A DISTANCE OF 136.56 FEET; THENCE S61°01'21"E A DISTANCE OF 104.42 FEET TO THE WESTERLY RIGHT OF WAY OF PRAIRIE AVENUE (PUBLIC) AND THE POINT OF ENDING. THE SIDELINES OF SAID EASEMENT ARE LENGTHENED AND/OR SHORTENED TO BEGIN AT THE NORTHERLY LINE OF THE ABOVE DESCRIBED LEASE AREA AND TERMINATE AT THE WESTERLY RIGHT OF WAY OF PRAIRIE AVENUE.

UTILITY EASEMENT:

A 15 FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL PART OF THE FAIRFIELD ADDITION TO LOCKPORT, AS RECORDED IN BOOK 8, PAGE 18, WILL COUNTY RECORDS, ILLINOIS, ALSO KNOWN AS BEING PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF LOCKPORT, WILL COUNTY, ILLINOIS, HAVING A SOUTHERLY LINE DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 29 OF SAID PLAT; THENCE S87°59'53"W ALONG THE SOUTH LINE OF LOT 29 A DISTANCE OF 453.40 FEET TO THE POINT OF BEGINNING; THENCE N87°59'53"E A DISTANCE OF 150.00 FEET THE POINT OF ENDING. THE SIDELINES OF SAID EASEMENT ARE LENGTHENED AND/OR SHORTENED TO BEGIN AT THE EASTERLY LINE OF THE ABOVE DESCRIBED LEASE AREA.