

OPTION AGREEMENT

April 99

Site Name: United Express Systems _____

Site I. D. CH01XC163 F

Owner and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), agree as follows:

1. OPTION: Owner grants to SSLP the option to lease certain real property/space ("Site") described in Exhibit A to that PCS Site Agreement attached hereto as Exhibit 1 and incorporated herein by reference. The lease of the Site upon exercise of this option will be on the terms and conditions set forth in Exhibit 1. Owner will execute the PCS Site Agreement concurrently with its execution of this Option Agreement.

2. CONSIDERATION. On full execution of this Option Agreement, SSLP will pay to Owner the sum Five Hundred Dollars (\$500.00) as consideration for the option. Owner will retain all option consideration upon expiration of the option term. If the option is exercised, then the consideration will be credited against the first payment of annual rent that is due under the PCS Site Agreement.

3. TERM: The term of this option will commence on May 24, 2000 and will terminate at 12:00 p.m. (Twelve PM) on May 24, 2001. The term of this option shall be automatically renewed and extended for an additional period of six (6) months upon receipt of additional compensation in the amount of Five Hundred and Fifty Dollars (\$550.00).

4. EXERCISE: Notice of the exercise of this option will be given by SSLP to Owner by SSLP delivering an executed PCS Site Agreement in the form and upon the terms and conditions set forth in Exhibit 1, to Owner at Owner's address set forth in the attached PCS Site Agreement. Notice will be given by either certified mail, return receipt requested, or by overnight carrier. Notice will be deemed effective on the date that it is postmarked or received by overnight carrier, as the case may be. The term of the PCS Site Agreement will commence on the effective date of such notice.

5. ACCESS: Owner agrees to permit SSLP, during the term of this option, free ingress and egress to the Site to conduct such surveys, structural strength analysis, subsurface boring tests and other activities of a similar nature as SSLP may deem necessary at the sole cost of SSLP.

6. PERMITS: SSLP will have the right to seek governmental permits and approvals for installation of its communications facility during the term of this Option Agreement. Owner agrees to cooperate with SSLP (without the obligation to incur any expense) and agrees to take all actions and join in all applications and execute all documents reasonably necessary to allow SSLP to pursue applications and obtain such governmental permits and authorizations.

Attach Exhibit 1 - Executed PCS Site Agreement
Attach Exhibit 2 - Memorandum of Option Agreement

7. MEMORANDUM: On execution of this Option Agreement, Owner and SSLP will execute and record in the official records of the county in which the Site is located a Memorandum of Option Agreement in the form of Exhibit 2 attached hereto and incorporated herein by reference. SSLP will pay the recording cost. If SSLP does not exercise its option, then SSLP agrees to execute and deliver to Owner a quitclaim deed or other appropriate instrument in recordable form releasing and reconveying to Owner all rights of SSLP in the Site.

8. ASSIGNMENT: Assignment of this Option Agreement by SSLP may be made to its general partner(s) or to any party controlling, controlled by or under common control with SSLP, or to any party that acquires substantially all of the assets of SSLP.

9. ATTORNEYS' FEES: The prevailing party in any action or proceeding in court to enforce the terms of this Option Agreement will be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

10. ENTIRE AGREEMENT: This Option Agreement contains all agreements, promises and understandings between Owner and SSLP pertaining to the subject matter. This Option Agreement and the performance hereof will be governed and interpreted by the laws of the state in which the Site is located.

OWNER: M. Angela Baumgartner

By: M. Angela Baumgartner

Its:

S.S./TAX NO.: 338-24-4824

☐ See Exhibit 3 for continuation of Owner signatures

Address: 506 W. Gartner Road
Naperville, IL 60540

Date: May 16, 2000

Sprint Spectrum L.P.

By: _____

Its: _____

Address: _____

Date: _____

1. **Premises and Use.** Owner leases to Sprint Spectrum L.P., a Delaware limited liability partnership ("SSLP"), the site described below:

- () appropriate box(es) *1600 SF MAB MR 4/21/00*
- ☒ Land consisting of approximately ~~2500~~ square feet upon which SSLP will construct its ☒ equipment base station and ☒ antenna structure;
- ☐ Building interior space consisting of approximately _____ square feet;
- ☐ Building exterior space for attachment of antennas;
- ☐ Building exterior space for placement of base station equipment;
- ☐ Tower antenna space between the 60 foot and 80 foot level on the Tower;
- ☐ Space required for cable runs to connect PCS equipment and antennas,

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SSLP, source of electric and telephone facilities. The Site will be used by SSLP for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna structure. SSLP will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SSLP will have access to the Site 24 hours per day, 7 days per week.

2. **Term.** The term of this Agreement (the "Initial Term") is 5 years, commencing on the date ("Commencement Date") both SSLP and Owner have executed this Agreement. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of 5 years each, unless SSLP provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. **Rent.** Until the date which physical site preparation work begins, rent will be a one-time aggregate payment of \$100.00, the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of One Thousand dollars (\$1,000.00) (until increased as set forth herein), partial months to be prorated, in advance. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased

by _____ Ten _____ percent (10 %).

4. **Title and Quiet Possession.** Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SSLP is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SSLP is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

5. **Assignment/Subletting.** Tenant shall have the right to sublease or assign its rights under this Agreement without notice to or consent of Owner.

6. **Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to SSLP are to be sent to: Sprint PCS, Attn: James G. Meyers, 9801 W. Higgins Road, 2nd Flr., Rosemont, Illinois 60018, with a copy to Sprint Spectrum L.P., 4900 Main, Kansas City, MO 64112. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. **Improvements.** SSLP may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SSLP with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SSLP may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

8. **Compliance with Laws.** Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SSLP will substantially comply with all applicable laws relating to its possession and use of the Site.

9. **Interference.** SSLP will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SSLP desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with SSLP's then existing equipment or (b) encroaches onto the Site.

10. **Utilities.** Owner represents that utilities adequate for SSLP's use of the Site are available. SSLP will pay for all utilities used by it at the Site. Owner will cooperate with SSLP in SSLP's efforts to obtain utilities from any location

provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. **Termination.** SSLP may terminate this Agreement at any time by notice to Owner without further liability if SSLP does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority for any easements required from any third party to operate the PCS system, or any such approval is canceled, expires or is withdrawn or terminated, or Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SSLP, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

12. **Default.** If either party is in default under this Agreement for a period of 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

13. **Indemnity.** Owner and SSLP each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. **Hazardous Substances.** Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SSLP will not introduce or use any such substance on the Site in violation of any applicable law.

15. **Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SSLP from the holder of any such mortgage or deed of trust.

16. **Taxes.** SSLP will be responsible for payment of all personal property tax assessed directly upon and arising solely from its use of the communication facility on the Site. SSLP will pay to Owner any increase in real property tax attributable solely to any improvements to the Site made by SSLP within 30 days after receipt of satisfactory documentation indicating calculation of SSLP's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. **Insurance.** SSLP will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

18. **Maintenance.** SSLP will be responsible for repairing and maintaining the PCS system and any other improvements installed by SSLP at the Site in proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents, employees, Owner shall reimburse SSLP for the reasonable costs incurred by SSLP to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property which the Site is a part in a proper operating and reasonably safe condition.

19. **Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by SSLP, Owner agrees promptly to execute and deliver to SSLP a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal

any amendments to the Agreement must be in writing and executed by both parties; (e) 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, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

2b. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A and B.

OWNER:
By: M. Angela Baumgartner
Its: _____
S.S./Tax No.: 338-24-4824
Address: 506 W. GARTNER ROAD
NAPERVILLE, IL 60540
See Exhibit A1 for continuation of Owner signatures
Date: 5-16-00

Sprint Spectrum L.P.

a Delaware limited partnership.

By: Michael S. Romeyberg
Its: DIRECTOR OF SITE DEVELOPMENT

Date: 9-21-00

Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

EXHIBIT A

April 99

Site Name: United Express Systems _____

Site I. D. CH01XC163 F H

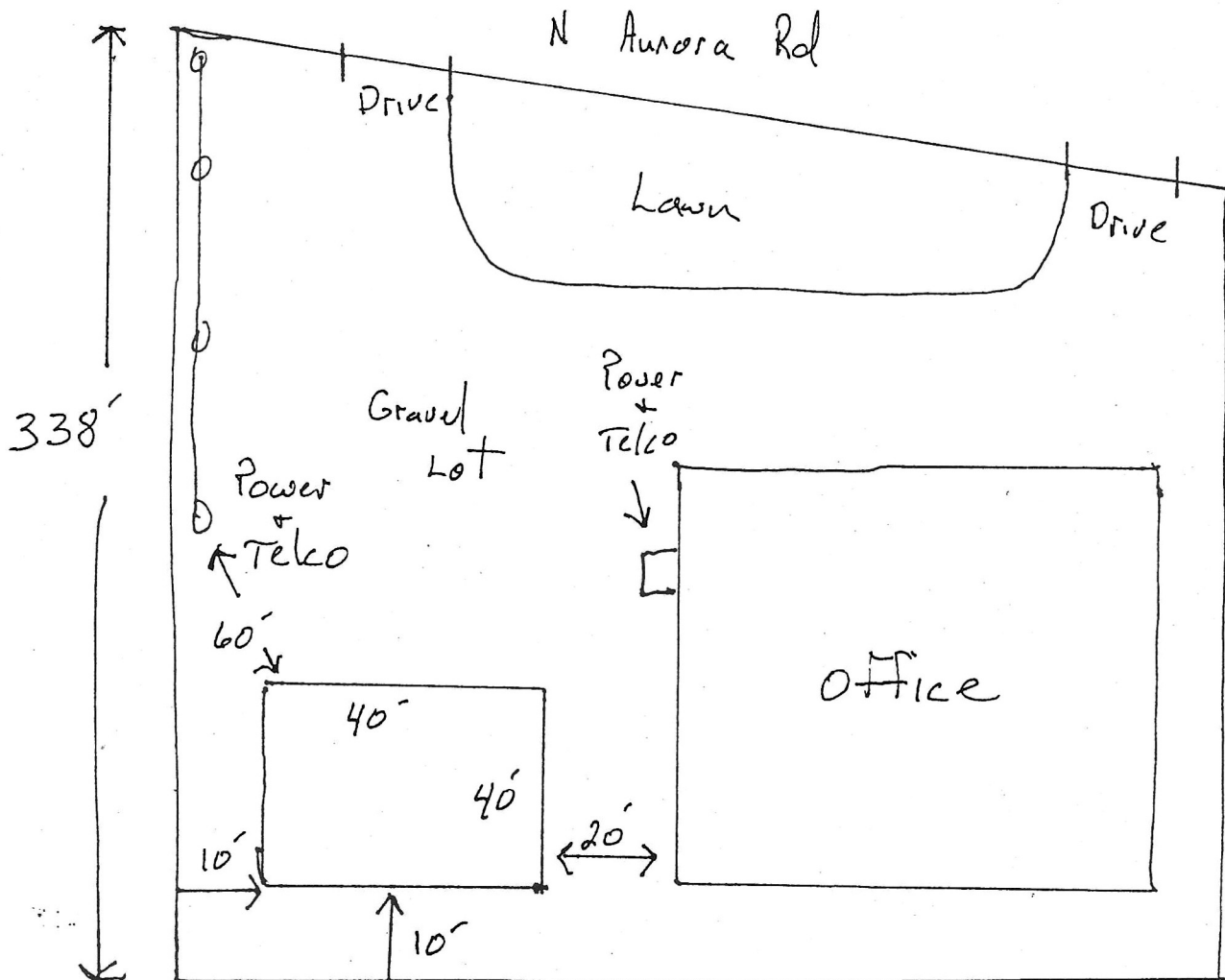
Site Description

PIN: 07-15-101-006

Legal Description: 29 W 551 North Aurora Road
Naperville, IL 60563

N ↑

Sketch of Site:



Owner Initials MAAB

SSLP Initials MR.

Note: Owner and SSLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

EXHIBIT B

April 99

Site Name: United Express Systems _____

Site I. D. CH01XC163 F H

Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated 9/21/00 2000, between _____ ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP").

Such Agreement provides in part that Owner leases to SSLP a certain site ("Site") located at 29w551 N. Aurora Rd. Naperville, IL 60563, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, 20__, which term is subject to four (4) additional five (5) year extension periods by SSLP.

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

"OWNER"

"SSLP"

By: M. Angela Baumgartner
Name: M. ANGELA BAUMGARTNER
Title: _____

Sprint Spectrum L.P.

By: Michael S. Romesburg
Name: MICHAEL S. ROMESBURG
Title: DIRECTOR OF SITE DEVELOPMENT
Address: 9801 W. HIGGINS RD.
ROSEMONT, IL 60018

☐ See Exhibit B1 for continuation of Owner signatures

Address: 506 W. GARTNER RD
NAPERVILLE, IL 60540

Owner Initials MABSSLP Initials MR

Attach Exhibit A - Site Description

OWNER NOTARY BLOCK:

STATE OF Illinois

COUNTY OF DuPage

The foregoing instrument was acknowledged before me this sixteenth day of May, 192000,

☐ by _____, ☐ by _____, as _____

of _____, a _____ corporation, on behalf of the corporation,

by _____, partner (or agent) on behalf of _____, a partnership.



My commission expires:

09/28/03

Monica F. Baumgartner
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Illinois

Monica F. Baumgartner
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

COMMISSION NUMBER: _____

STATE OF Illinois

COUNTY OF DuPage

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,

☐ by _____, ☐ by _____, as _____

of _____, a _____ corporation, on behalf of the corporation,

by _____, partner (or agent) on behalf of _____, a partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

COMMISSION NUMBER: _____

SSLF-NOTARY BLOCK:

STATE OF

Illinois

COUNTY OF

Cook

The foregoing instrument was acknowledged before me this

21st

day of

September, 2009, by

MICHAEL ROMESBURG

DIRECTOR OF SITE DEVELOPMENT

of

Sprint Spectrum L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of such corporation.

(AFFIX NOTARIAL SEAL)



(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC—STATE OF

Ofelia Moreno

Illinois

Ofelia Moreno

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this

day of

19

by

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC—STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

EXHIBIT 2

April 99

Site Name: United Express Systems _____

Memorandum of Option Agreement

Site I. D. CH01XC163 F

This memorandum evidences that an option was made and entered into by written Option Agreement dated _____, 2000, between _____ ("Owner") and Sprint Spectrum L.P. ("SSLP"), the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner grants to SSLP an option to lease a certain site ("Site") located at 29w551 N. Aurora Rd., City of Naperville, County of Dupage, State of Illinois, within the property of Owner which is described on Exhibit A attached hereto, pursuant to a PCS Site Agreement. The term of the option commenced on May 24, 2000, and will terminate at 12:00p.m. (Twelve PM) on May 24 2001

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

"OWNER"

"SSLP"

By:

M. Angela Baumgartner

Name: M. Angela Baumgartner

Title:

☐ See Exhibit 2a for continuation of Owner signatures

Address: 506 W. Gartner Road
Naperville, IL 60540

Sprint Spectrum L.P.

By:

Name:

Title:

Address:

Owner Initials

MAB

SSLP Initials

Attach Exhibit A - Site Description

OWNER NOTARY BLOCK:

STATE OF Illinois

COUNTY OF DuPage

The foregoing instrument was acknowledged before me this sixteenth day of May, 192000,

☐ by _____, ☐ by _____, as _____

of _____, a _____ corporation, on behalf of the corporation,

by _____, partner (or agent) on behalf of _____, a partnership.



My commission expires:

09/28/03

Monica F. Baumgartner
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Illinois

MONICA F. BAUMGARTNER
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,

☐ by _____, ☐ by _____, as _____

of _____, a _____ corporation, on behalf of the corporation,

by _____, partner (or agent) on behalf of _____, a partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

SSLP NOTARY BLOCK:

STATE OF Illinois

COUNTY OF DuPage

The foregoing instrument was acknowledged before me this sixteenth day of May, 2000, by _____ of _____

Sprint Spectrum L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of such limited partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)