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2007R12691

PAMELA D. McCULLOUGH
BOONE COUNTY CLERK & RECORDER

RECORDED ON
12/06/2007 10:01:01AM

Number Of Pages: 5

REC FEE: 44.00

RHSP FEE: 10.00

BOONE CO

Recording Requested by & Return To:
US Recordings, Inc.
c/o Intellihub Solutions and Services
11751 Interchange Drive, Suite B
Louisville, KY 40229

4271 2978-NBC-5

EXHIBIT C

Memorandum

of
Lease

ILLINOIS RECORDER FOR INFORMATIONAL PURPOSES ONLY

MEMORANDUM OF LEASE

Assessor's Parcel Number: 05-16-100-001

Between Lorraine M. Emery, as Trustee of the Lorraine M. Emery declaration of Trust dated February 20, 2001 <and> <2nd Landlord, if any> ("Landlord") and T-Mobile Central LLC ("Tenant")

A Site Lease with Option (the "Lease") by and between Lorraine M. Emery, as Trustee of the Lorraine M. Emery declaration of Trust dated February 20, 2001 <and> <2nd Landlord, if any>, a(n) Trust ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Lorraine M. Emery, as Trustee of the Lorraine M. Emery declaration of Trust dated February 20, 2001

By: *Lorraine M. Emery*
Printed Name: Lorraine M. Emery
Title: Landlord
Date: 1-26-07

LANDLORD: <2nd Landlord, if any>

By: _____
Printed Name: _____
Title: _____
Date: _____

TENANT: T-Mobile Central LLC

By: *[Signature]*
Printed Name: _____
Title: Kevin Kulaga
Date: _____
Printed Name: Area Director
Engineering & Operations 2-9-07

[Signature]

Site Number: CH66-139B
Site Name: Emery RI
Market: Chicago

Drafted By:
Valma Wood
T-Mobile USA, Inc
8550 W. Bryn Mawr Ave
Chicago, IL 60631

COPIES OF THIS DOCUMENT WILL BE FILED IN THE PUBLIC RECORDS FOR INFORMATIONAL PURPOSES ONLY

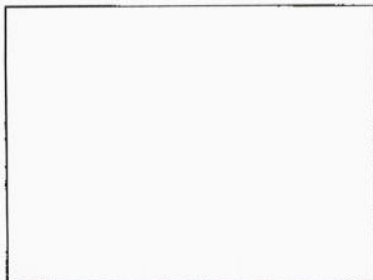
[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, [title]
of _____ a _____ [type of entity], on
behalf of said _____ [name of entity].

Dated: _____



(Use this space for notary stamp/seal)

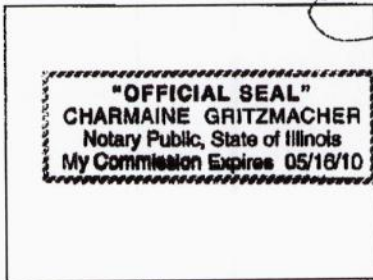
Notary Public
Print Name _____
My commission expires _____

[Landlord Notary block for an Individual]

STATE OF Illinois)
) ss.
COUNTY OF Boone)

This instrument was acknowledged before me on 1/26/07 by Baraine Emery <and> <2nd Landlord, if
any>.

Dated: 1/26/07



(Use this space for notary stamp/seal)

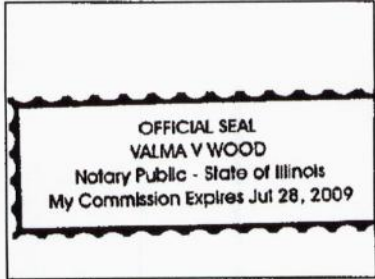
Charmaine Grizmacher
Notary Public
Print Name Charmaine Grizmacher
My commission expires 5/18/10

[Notary block for Tenant]

STATE OF Illinois)
) ss.
COUNTY OF Cook)

I certify that I know or have satisfactory evidence that Keon Kulager is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director - of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 9, 2007



Valma V Wood
Notary Public
Print Name Valma V Wood
My commission expires 7-28-09

(Use this space for notary stamp/seal)

**Memorandum of Lease Exhibit A
Legal Description**

The Property is legally described as follows:

Lots four (4), five (5), and six (6) all in school section 16, Township 44 North, range 3 East of the Third Principal Meridian, according to the Plat of said Section as made by E.L. Lawrence County Surveyor, of said County for the Trustees of Schools of said Township and filed in the Recorder's Office of Boone County, Illinois; situated in the County of Boone and State of Illinois. ALSO: Part of the Northwest Quarter (1/4) of Section Sixteen (16) Township 44 North, Range 3, East of the Third Principal Meridian described as follows: Beginning at a point in the West line of Section 169, Township 44 North, Range 3 East of the Third Principal Meridian, 659.35 feet South of the Northwest corner thereof; thence North $89^{\circ} 18' 30''$ East, 660.0 feet; thence South parallel with the West line of Section 16, Thirty-three (33) feet; thence South $89^{\circ} 22'$ West, 660.00 feet to the West line of Section 16; thence North along said West line Thirtythree (33) feet to the place of beginning, situated in Boone County and State of Illinois.

05-16-100-001

l.



* 2 0 0 8 R 0 3 3 0 3 *

2008R03303

PAMELA D. McCULLOUGH
BOONE COUNTY CLERK & RECORDER

RECORDED ON

04/09/2008 10:32:05AM

Number Of Pages: 4

REC FEE: 30.00

RHSP FEE: 10.00

RECORDED AT THE REQUEST OF

~~AND WHEN RECORDED RETURN TO:~~

Mobilitie Investments II, LLC
500 Newport Center Drive, # 830
Newport Beach, CA 92660

Prepared by: Adriane Baroni

AFTER RECORDING, PLEASE RETURN TO:

LarrAmerica Court Locator & Search
5500 Cox Road
Richmond, VA 23060

Attn: *[Signature]*

MEMORANDUM OF ASSIGNMENT AND SITE LEASE AGREEMENT

11191350 Original Lease Unrecorded

This Memorandum of Assignment and Site Lease Agreement is made as of the latter signature date hereof (the "Effective Date") by and between Mobilitie Investments II, LLC, with an office at 500 Newport Center Drive, Suite 830, Newport Beach, CA 92660 (hereinafter referred to as "Mobilitie") and T-Mobile Central LLC, with an office at 8550 W. Bryn Mawr Ave., #100, Chicago, IL 60631 (hereinafter referred to as "Carrier" and as defined in the Master Lease Agreement).

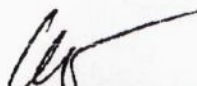
1. Pursuant to an Assignment of Prime Lease Agreement ("Assignment") dated the 29th day of February, 2008 Carrier assigned to Mobilitie all of its rights, title and interest, in, under and to that certain Site Lease with Option dated February 9, 2007 by and between Lorraine M. Emery, Trustee of the Lorraine M. Emery declaration of Trust dated February 20, 2001, as landlord, and T-Mobile Central LLC, as tenant (the "Lease") for the premises ("Premises") more particularly set forth in the Lease and more fully described in Attachment 1 annexed hereto.
2. Mobilitie and Carrier entered into a Site Lease Agreement ("SLA") on the 29th day of February, 2008 for the purpose of installing, operating and maintaining a radio communications facility and other improvements at the Premises. All of the foregoing are set forth in the SLA.
3. The initial term of the SLA is for nine (9) years commencing on the Site Lease Commencement Date (as defined pursuant to the SLA). Carrier has four (4) successive five (5) year options to renew. If all options to renew are exercised, the term of this SLA will expire twenty-nine (29) years after the Site Lease Commencement Date.
4. This Memorandum of Assignment and Site Lease Agreement has been prepared to provide notice that the Premises are subject to the terms and conditions of the Assignment, the Lease and the SLA.
5. This Memorandum of Assignment and Site Lease Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Assignment, the Lease or the SLA. In the event of a conflict between the provisions of this Memorandum of Assignment and Site Lease Agreement and the provisions of the Assignment or the Lease or the SLA, the provisions of the Assignment, the Lease or SLA shall control.

Site Name: Emery RL
Site ID: 21L30867

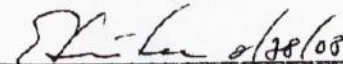
1084

REC'D INFORMATIONAL PURPOSES ONLY

IN WITNESS WHEREOF, the parties have executed this Memorandum of Assignment and Site Lease Agreement as of the latter signature date below.

MOBILITE INVESTMENTS II, LLC, a Delaware limited liability company	CARRIER: T-MOBILE CENTRAL LLC
By: <u>Mobilitie LLC,</u> a Nevada limited liability company, its Manager	By: <u></u>
By: _____	By: _____
Print Name: <u>GARY J. BARRA</u>	Print Name: <u>Alan Tantlic</u>
Title: <u>PRESIDENT & CEO</u>	Title: <u>National System Development Manager</u>
Date: <u>FEB 22 2008</u>	Date: <u>FEB 29 2008</u>

T-Mobile Legal Approval By:


Edwin Lee

MOBILE RECORDER FOR INFORMATIONAL PURPOSES ONLY

State of California
County of Orange

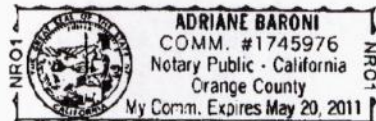
On FEB 22 2008 before me, Adriane Baroni, a Notary Public, personally appeared

Alan Tanillo
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Adriane Baroni



(Seal)

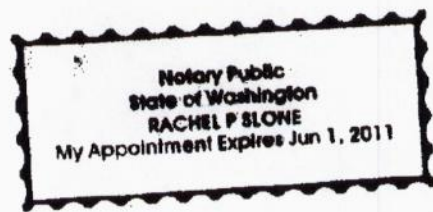
STATE OF Nashington
COUNTY OF King

On FEB 29 2008 before me, Rachel P. Stone, a Notary Public, personally appeared

Alan Tanillo
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Rachel P Stone



(Seal)

MEMORANDUM OF ASSIGNMENT AND SITE LEASE AGREEMENT

ATTACHMENT 1

LEGAL DESCRIPTION OF SITE

Lots four (4), five (5), and six (6) all in school section 16, Township 44 North, range 3 East of the Third Principal Meridian, according to the Plat of said Section as made by E.L. Lawrence County Surveyor, of said County for the Trustees of Schools of said Township and filed in the Recorder's Office of Boone County, Illinois; situated in the County of Boone and State of Illinois. ALSO: Part of the Northwest Quarter (1/4) of Section Sixteen (16) Township 44 North, Range 3, East of the Third Principal Meridian described as follows: Beginning at a point in the West line of Section 169, Township 44 North, Range 3 East of the Third Principal Meridian, 659.35 feet South of the Northwest corner thereof; thence North 89° 18' 30" East, 660.0 feet; thence South parallel with the West line of Section 16, Thirty-three (33) feet; thence South 89° 22' West, 660.00 feet to the West line of Section 16; thence North along said West line Thirtythree (33) feet to the place of beginning, situated in Boone County and State of Illinois.

4



2012R07259

MARY S. STEURER
BOONE COUNTY CLERK & RECORDER
RECORDED ON

09/18/2012 10:05:01AM

Number Of Pages: 5

REC FEE: 36.00

RHSP FEE: 10.00

Record and return to:

J. Coleman Prewitt, Esq
SBA Network Services, LLC
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.226.9365

MEMORANDUM OF ASSIGNMENT

THIS MEMORANDUM OF ASSIGNMENT ("Memorandum") is made and entered into as of the date written below and effective as of Aug 9, 2012, ("Effective Date") by and between SBA MONARCH TOWERS II, LLC, a Delaware limited liability company ("Assignor") and SBA MONARCH TOWERS III, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Master Assignment and Assumption Agreement ("Master Assignment") Assignor assigned to Assignee all its interest in, among other things, the agreement(s) described on Exhibit B-1 (the "Assigned Agreements") encumbering the real property described on Exhibit B-2, both attached hereto. Assignor and Assignee now desire to enter into this Memorandum to give notice of the assignment of the Assigned Agreements.

NOW, THEREFORE, for and in consideration of the foregoing and the consideration recited in the Master Assignment, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption. Pursuant to the Master Assignment, as of the Effective Date, Assignor has assigned, transferred, set over and delivered to Assignee and its successors and assigns all of Assignor's rights, title and interests in and to the Assigned Interests. Assignee has accepted, assumed and agreed to be bound by all of terms and conditions of the Assigned Interests arising after the Effective Date.
2. Miscellaneous. The purpose of this Memorandum is to give notice of the Master Assignment and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. To the extent that more than one (1) agreement or interest is being transferred from Assignor to Assignee as shown on Exhibit B-1 attached hereto, it is the intention of the parties hereto that such interests shall not merge but shall remain separate and distinct interests in the underlying real property. This Memorandum shall be governed and construed in accordance with the laws of the state in which the real property subject to the Assigned Interests are located without reference to its conflicts of laws principles.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed pursuant to due and proper authority as of the date first above written.

ASSIGNOR:

SBA MONARCH TOWERS II, LLC

By: _____
Thomas P. Hunt
Senior Vice President and General Counsel

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 27th day of July, 2012, by Thomas P. Hunt, Senior Vice President and General Counsel of SBA Monarch Towers II, LLC, on behalf of the company. The above-named individual is personally known to me.



Sonia Tatiana Munoz-Ramos
Notary Public
Print Name: _____
My Commission Expires: _____

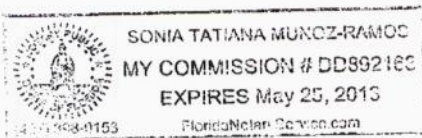
ASSIGNEE:

SBA MONARCH TOWERS III, LLC

By: _____
Thomas P. Hunt
Senior Vice President and General Counsel

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 27th day of July, 2012, by Thomas P. Hunt, Senior Vice President and General Counsel of SBA Monarch Towers III, LLC, on behalf of the company. The above-named individual is personally known to me.



Sonia Tatiana Munoz-Ramos
Notary Public
Print Name: _____
My Commission Expires: _____

Site Number:

COVINGTON COUNTY, ILLINOIS RECORDER FOR INFORMATIONAL PURPOSES ONLY

Schedule A

Fee Owned

NONE

Schedule B-1

Description of the Mortgaged Lease(s)

Site Lease with Option dated February 9, 2007, by and between Lorraine M. Emery, as Trustee of the Lorraine M. Emery Declaration of Trust dated February 20, 2001, as lessor, and T-Mobile Central LLC, a Delaware limited liability company, as lessee.

As evidenced by that certain Memorandum of Lease, dated February 9, 2007, by and between Lorraine M. Emery, as Trustee of the Lorraine M. Emery Declaration of Trust dated February 20, 2001, as lessor, and T-Mobile Central LLC, a Delaware limited liability company, as lessee, and recorded in the Boone County, Illinois, Land Records on December 6, 2007, in Instrument No. 2007R12691, as may have been, or may hereafter be assigned or amended.

As assigned by an Assignment and Assumption of Prime Lease, dated as of February 29, 2008, by T-Mobile Central LLC, a Delaware limited liability company, as assignor, to Mobilitie Investments II, LLC, a Delaware limited liability company, as assignee, as evidenced by a Memorandum of Assignment and Site Lease Agreement dated February 29, 2008 and recorded in the Boone County, Illinois, Land Records on April 9, 2008, in Instrument No. 2008R03303, as may have been, or may hereafter be assigned or amended.

As assigned to SBA Monarch Towers III, LLC pursuant to that certain Assignment and Assumption Agreement dated on or about the date hereof, as evidenced by that certain Memorandum of Assignment to be recorded.

Schedule B-2

Leasehold Interest

Being a portion of the property described as follows:

Lots four (4), five (5), and six (6) all in school section 16, Township 44 North, range 3 East of the Third Principal Meridian, according to the Plat of said Section as made by E.L. Lawrence County Surveyor, of said County for the Trustees of Schools of said Township and filed in the Recorder's Office of Boone County, Illinois; situated in the County of Boone and State of Illinois. ALSO: Part of the Northwest Quarter (1/4) of Section Sixteen (16) Township 44 North, Range 3, East of the Third Principal Meridian described as follows: Beginning at a point in the West line of Section 169, Township 44 North, Range 3 East of the Third Principal Meridian, 659.35 feet South of the Northwest corner thereof; thence North $89^{\circ} 18' 30''$ East, 660.0 feet; thence South parallel with the West line of Section 16, Thirty-three (33) feet; thence South $89^{\circ} 22'$ West, 660.00 feet to the West line of Section 16; thence North along said West line Thirtythree (33) feet to the place of beginning, situated in Boone County and State of Illinois.

05-16-100-001

IL-41058-T-0

Prepared by: Karen Mello
After recording return to: Khreshmore Spence
SBA Network Services, LLC
8051 Congress Avenue,
Boca Raton, FL 33487-1307
Ph: 1-800-487-7483 ext. 7795

[Recorder's Use Above This Line]

**STATE OF ILLINOIS
COUNTY OF BOONE**

Tax ID Number: 05-16-100-001; 05-16-100-002; 05-16-100-004

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") dated this 23 day of July, 2015, between **LORRAINE M. EMERY, Individually and as Trustee of the LORRAINE M. EMERY DECLARATION OF TRUST DATED FEBRUARY 20, 2001**, with an address at 9729 Beaver Valley Road, Belvidere, IL 61008 ("Grantor") and **SBA MONARCH TOWERS III, LLC, a Delaware limited liability company**, with an address of 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Grantee").

BACKGROUND

Grantor is the owner of the real property located at 9729 Beaver Valley Road, Belvidere, IL 61008 and as described on **Exhibit 'A'** attached ("Ground Premises"). Grantor desires to grant to Grantee certain easement rights with respect to the Ground Premises, as more particularly described below, subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Grant of Easements.** Grantor, for itself and its heirs, personal representatives, successors and assigns, grants and conveys to Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns: (i) an exclusive easement (“Exclusive Easement”); and (ii) a non-exclusive easement (“Access and Utility Easement”), both over the Ground Premises (the Exclusive Easement and the Access and Utility Easement are, collectively, “Easements”). The Exclusive Easement shall be those areas currently occupied by Grantee but in no event less than 1,600 square feet of the Ground Premises. The Access and Utility Easement shall be those portions of the Ground Premises currently utilized for access and utilities serving the Exclusive Easement from a public right of way, in no event less than 15 feet in width. (Grantor acknowledges that the Exhibit described may be preliminary or incomplete and, accordingly, Grantee may replace and substitute such Exhibits with an accurate survey and legal descriptions and re-record this Agreement, if necessary, in its sole discretion.)
2. **Private Easement.** Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements, and interests herein created are private and do not constitute a grant for public use or benefit.
3. **Successors Bound.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, licensee’s, lessees, successors and assigns. It is the intention of the parties that all of the various rights, obligations, restrictions, and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.
4. **Duration.** The term of the Easements granted shall commence on the date upon which this Agreement has been duly executed by Grantor and Grantee whichever date is the later and will terminate on October 21, 2087 (“Term”).
5. **Easement Consideration:** Grantee shall pay to Grantor One Thousand Forty-Five and 39/100 Dollars (\$1,045.39) per month for the balance of the period ending on October 21, 2015 (“Easement Payment”). On October 22, 2015, and each anniversary of such date thereafter, the Easement Payment shall increase by three percent (3%).
6. **Use of Easement Areas.**
 - (a) **Exclusive Easement.** Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns shall have the unrestricted right to use the Exclusive Easement for installing, constructing, maintaining, operating, modifying,

repairing and replacing improvements and equipment, located on the Exclusive Easement from time to time, for the facilitation of communications related uses and other uses as deemed appropriate by Grantee, in its sole discretion. Grantee may make any improvements, alterations or modifications on or to the Easements as are deemed appropriate by Grantee, in its sole discretion. At all times during the term of this Agreement, Grantee shall have the exclusive right to use, and shall have free access to, the Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the unrestricted and exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to third parties all or any portion of the Easements, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee shall have the right to construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement.

(b) Access and Utility Easement. The Access and Utility Easement shall be used by Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to construct, reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. Grantor shall not in any manner prevent access to, or use of, the Access and Utility Easement by Grantee or its tenants, lessees, sublessees, licensees, agents, successors and assigns and Grantor shall not utilize the Access and Utility Easement in any manner that interferes with Grantee's or its tenants, lessees, sublessees, licensees, agents, successors and assigns' use of such area. If the Access and Utility Easement is currently used by Grantor or its tenants, then Grantee shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants.

If the Access and Utility Easement is blocked, impaired or insufficient for Grantee's uses hereunder, Grantor grants and conveys to Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns, complete, uninterrupted and unconditional access to and from the Exclusive Easement, seven days a week, 24 hours a day, over and across any adjacent property now or hereafter owned by Grantor for ingress and egress to and from the Exclusive Easement, and construction, maintenance and repair of utility connections, provided that Grantee shall repair any damages to the Ground Premises caused by such access, and such access by Grantee shall be as least intrusive as possible to Grantor, and provided further that such additional access shall no longer be utilized upon full restoration of the Access and Utility Easement. If it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement are not encompassed within the description of the Access and Utility Easement, then Grantor and Grantee agree to amend the description of the Access and Utility Easement to include

such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor consents to the reasonable relocation of such utility lines upon the Ground Premises for no additional consideration, and agrees to cooperate with Grantee to create a revised legal description for the Access and Utility Easement that will reflect such relocation.

7. **Equipment and Fixtures.** Grantee's equipment, structures, fixtures and other personal property now or in the future on the Easements shall not be deemed to be part of the Ground Premises, but shall remain the property of Grantee or its licensees and customers. At any time during the Term and within 180 days after termination hereof, Grantee or its customers shall have the right to remove such equipment, structures, fixtures and other personal property from the Easements. Upon termination or expiration of this Agreement, the Exclusive Easement shall be returned to Grantor in good condition, normal wear and tear and casualty excepted. Grantee shall not be required to remove any foundations, driveways, underground cables or wires or any other subsurface improvements.
8. **Assignment.** Grantee may freely assign this Agreement and the Lease (as defined in Section 25) and permit the use of the Easements by third parties, including the Exclusive Easement and the Access and Utility Easement and the rights granted herein, in whole or in part, to any person or entity at any time without the prior written consent of Grantor. Upon such assignment or transfer, Grantee will be relieved of all responsibility hereunder.
9. **Covenants and Agreements.**

(a) Grantor represents and warrants: (i) that it is the owner in fee simple of the Ground Premises, free and clear of all liens and encumbrances excluding, however, the Lease; (ii) that it alone has full right to grant the Easements and assign the Lease; and (iii) that Grantee shall peaceably and quietly hold and enjoy the Easements for the Term.

(b) Grantor shall pay when due all real property taxes for the Ground Premises. If Grantor fails to pay when due any taxes affecting the Ground Premises, Grantee may pay such delinquent taxes and then deduct any amount paid from future Easement Payment due. Notwithstanding the foregoing, Grantee shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Grantee's Easements during the Term. If Grantor receives notice of any personal property or real property tax assessment against the Grantor, which may affect Grantee and is directly attributable to Grantee's installation, Grantor shall provide timely notice of the assessment to Grantee sufficient to allow Grantee to consent to or challenge such assessment. Further, Grantor shall provide to Grantee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section. In the event real property taxes are assessed against Grantor or Grantee for the Exclusive Easement or the Ground Premises, Grantee shall have the right, but not the obligation, to terminate this Agreement without further liability after thirty (30) days' written notice to Grantor, provided Grantee pays

any real property taxes assessed as provided herein.

(c) Grantor shall not cause the area comprising the Easements to be legally or otherwise subdivided from any master tract of which it is a part in such a way that the remaining tract containing the Easements is substantially the only use of the tract, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes. If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Ground Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

(d) Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Ground Premises that would adversely affect Grantee's use of the Easements. Grantor has granted no outstanding options to purchase or rights of first refusal with respect to all or any part of the Ground Premises and has entered into no outstanding contracts with others for the sale, mortgage, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Ground Premises and there are no leases, written or oral, affecting the lands underlying the Easements, all except for the Lease.

(e) Grantor has and will comply with all environmental, health and safety laws with respect to the Ground Premises.

(f) Grantor has not received notice of condemnation of all or any part of the Ground Premises, notice of any assessment for public improvements, or notices with respect to any zoning ordinance or other law, order, regulation or requirement relating to the use or ownership of such lands, and there exists no violation of any such governmental law, order, regulation or requirement and there is no litigation pending or threatened, which in any manner affects the Easements.

(g) Grantor reaffirms and restates the representations contained in the Lease. The representations and warranties made hereunder shall survive the Closing. Grantor agrees to indemnify, defend and hold harmless Grantee and its officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein, in the Lease, or in any agreement executed in connection herewith.

10. **Non-Disturbance**. During the Term, Grantor will not (a) improve or grant any other easement, ground lease, lease, license, sale or other similar interest of or upon the Ground Premises if such improvement or interest would interfere with Grantee's use of the Easements, or (b) enter into any other lease, license or other agreement for a similar purpose as set forth herein, on or adjacent to the Ground Premises. Grantee and its tenants, lessees, sublessees, licensees, agents, successors, and assigns are currently utilizing the Exclusive Easement for the purpose of transmitting and receiving

telecommunication signals. Grantor and Grantee recognize the Grantee's use of the easement rights set forth in this Agreement would be frustrated if the telecommunications signals were blocked, if an obstruction were built that would cause interference with such transmission, if access or utilities to and from the Exclusive Easement were partially or completely inhibited, or if Grantee's use was otherwise materially interfered with or prevented. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.

11. **Maintenance.** Grantee agrees at its sole cost and expense, to maintain, improve and repair all access roadways from the nearest public right of way to the Exclusive Easement, and the Access and Utility Easement, all in a manner sufficient to allow for pedestrian and vehicular access at all times, except for any damage to roadways caused by Grantee.

12. **Mortgagees' Continuation Rights and Notice and Cure.** Grantee may from time to time grant to certain lenders selected by Grantee and its affiliates ("Lenders") a lien on and security interest in Grantee's interest in the Agreement and all assets and personal property of Grantee located on the Easements ("Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Grantor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for Easement Payment, Grantor may have in or on the Personal Property, whether arising by agreement or by law, to the liens or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Grantor's assets. Should Lender exercise any rights of Grantee under this Agreement, including the right to exercise any renewal option(s) or purchase option(s) set forth in this Agreement, Grantor agrees to accept such exercise of rights by Lenders as if same had been exercised by Grantee. If there shall be a monetary default by Grantee under this Agreement, Grantor shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement. If there shall be a non-monetary default by Grantee under this Agreement, Grantor shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement. This Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If this Agreement is terminated as a result of a Grantee default or is rejected in any bankruptcy proceeding, Grantor will enter into a new Agreement with Lenders or their designee on the same terms as this Agreement within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under this Agreement. The foregoing is not applicable to normal expirations of the term of this Agreement. In the event Grantor gives Grantee any notice of default under the terms of this Agreement, Grantor shall simultaneously give a copy of such notice to Lender at an

address to be supplied by Grantee. Grantee shall have the right to record a memorandum of the terms of this paragraph.

13. **Notices.** All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantor:

The Lorraine M. Emery Declaration of Trust
Attn: Lorraine M. Emery, Trustee
9729 Beaver Valley Road
Belvidere, IL 61008

To Grantee:

SBA Monarch Towers III, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
Attn: Thomas P. Hunt / General Counsel
Re: IL41058-T/Emery RL

With a copy to: Site Administration

SBA Monarch Towers III, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
Attn: Site Administration
Re: IL41058-T/Emery RL

14. **Force Majeure.** The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.
15. **Confidentiality/Recording.** Grantor, its licenses, employees, agents, successors and assigns shall keep all monetary and financial terms of this Agreement confidential from the date hereof. Specifically, Grantor shall not copy the financial or monetary terms of this Agreement or make disclosure of such terms to anyone except only those employees and subcontractors to whom disclosure is essential, and Grantor shall appropriately notify such employees and subcontractors that the disclosure is made in confidence and shall be kept in confidence in accordance with this Agreement. The terms of this section survive termination hereof, and Grantee shall be entitled to exercise any remedy available to it at law or in equity for violation of the terms of this section. Notwithstanding the foregoing, the parties agree that this Agreement or a memorandum thereof shall be recorded in the

Public Records of the county in which the Easements are located, but that Grantee shall, if permitted by the applicable governmental authorities, redact all financial and monetary provisions prior to recording.

16. **Miscellaneous.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Ground Premises are located.
17. **Captions and Headings.** The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.
18. **Cumulative Remedies.** Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.
19. **Counterparts.** This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
20. **Severability.** If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the grant of the Easements shall for no additional consideration, convert to a ground lease between Grantor, as lessor, and Grantee, as lessee (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein and containing other terms and conditions acceptable to both parties.
21. **Attorney's Fees.** If there is any legal action or proceeding between Grantor or Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a

judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

22. **Entire Understanding and Amendment.** This Agreement and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.
23. **Zoning.** To the extent any improvements, whether now or in the future existing, upon the Exclusive Easement do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be constructed or relocated, Grantor consents to the reasonable construction or relocation of such improvements to accommodate such requirements and agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement and the Access and Utility Easement. Grantor covenants and agrees that neither Grantor nor an affiliate of Grantor shall at any time file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Ground Premises and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.
24. **Rule Against Perpetuities.** If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limit the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Ground Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.
25. **Assignment of Ground Lease.** The Ground Premises is currently subject to that certain Site Lease with Option, dated February 9, 2007, originally by and between Grantor and T-Mobile Central LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Lease recorded December 6, 2007, as Instrument #2007R12691, and ultimately assigned to Grantee, pursuant to that unrecorded Assignment of Prime Lease Agreement dated February 28, 2008, as evidenced by that certain Memorandum of Assignment recorded September 18, 2012, as Instrument #2012R07259, both recordings of the Clerk and Recorder's Office of Boone County, Illinois, as amended and assigned (collectively, "Lease"). It is the intention of the parties that the interest created by this Agreement, including the Lease, shall not merge into any other interest now or hereafter held by Grantee and such interests shall remain separate and distinct interests in the

underlying real property. Grantor acknowledges that there currently exists no default under the Lease and no conditions that, with the passage of time, would constitute defaults under the Lease. Grantor assigns, transfers, sets over and delivers to Grantee, all of its rights, title and interests under the Lease arising or accruing on or after the date of this Agreement and Grantee hereby accepts, assumes and agrees to be bound by all the terms and conditions which are the responsibility of the landlord under the Lease. Grantor releases and forever discharges Grantee from all claims arising under the Lease. Grantor agrees to indemnify and agrees to hold Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising on or before the date of this Agreement.

26. **Cure Period; Default.**

(a) Grantee may terminate this Agreement, at its option, after giving Grantor not less than thirty (30) days prior written notice to cure, if: (i) any governmental agency denies a request by Grantee for a permit, license or approval which is required for Grantee to construct or operate any structure on the Easements or any such permit is revoked; (ii) Grantee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Grantee from using the Easements for Grantee's intended purposes; (iii) Grantee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Easements; (iv) Grantor does not have legal or sufficient ownership of or title to the Easements or Ground Premises or the authority to enter into this Agreement; (v) utilities necessary for Grantee's use of the Easements are not available; (vi) the Easements are damaged or destroyed to an extent which prohibits or materially interferes with Grantee's use of the Easements or Grantee's equipment and attachments thereto; (vii) the Ground Premises now or hereafter contains a Hazardous Material; (viii) Grantee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Grantor occurs; (x) Grantor fails to perform any of the material covenants or provisions of this Agreement or if any representation or warranty contained herein is found to be untrue; (xi) the Easements are the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Easements is transferred in lieu of condemnation (Easement Payment will be abated during the period of condemnation or taking); (xii) the use of the site will not sufficiently benefit Grantee economically or commercially; (xiii) if Grantee determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (xiv) if Grantee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Grantee pursuant to this provision, Grantee will be relieved of all further liability hereunder. If Grantor fails to perform its obligations under this Agreement for any reason other than Grantee's breach, Grantee may pursue all remedies available at law and in equity. Grantor hereby acknowledges that Grantee will incur significant expenses in reliance on this Agreement, and therefore agrees to pay Grantee for all consequential damages which Grantee will suffer as a result of Grantor's breach. In the event Grantor fails to comply with the terms of this Agreement, Grantee may, in its sole and absolute

discretion, cure any such default, and to the extent Grantee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Grantee pays on behalf of Grantor), Grantor agrees to promptly reimburse Grantee for such expenses incurred and grants Grantee a security interest in and lien on the Ground Premises to secure Grantor's obligation to repay such amounts to Grantee. Grantee may offset the amount of any such expenses incurred against any Easement payments payable hereunder.

(b) Grantor may terminate this Agreement, at its option, only in the event of Grantee's failure to make an Easement payment when due, which default or failure is not cured within sixty (60) days after Grantee's receipt of written notice of such default or failure.

27. **Right of First Refusal/Exclusivity.** If at any time during the term of this Agreement, Grantor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease, factor or otherwise transfer or create any interest in the current or future Easement Payment, this Agreement, the Ground Premises, or any portion thereof, which Grantor desires to accept, Grantor shall first give Grantee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Grantee the right to acquire the interest described in the Offer on the terms set forth in the Offer. Grantee shall have a period of thirty (30) days after receipt of Grantor's notice and terms to exercise Grantee's right of first refusal by notifying Grantor in writing. If Grantee has not exercised its right of first refusal in writing to Grantor within such thirty (30) day period, the Offer will be deemed rejected. Grantor may not assign the Easement Payment or this Agreement or any rights hereunder, or grant any interest in any portion of the Ground Premises, except in connection with conveyance of fee simple title to the Ground Premises, without the prior written consent of Grantee, in Grantee's sole and absolute discretion. Any action taken by Grantor as part of a scheme or contrivance to circumvent the intent of this Section will cause the monthly Easement Payment payable to Grantor or its successors or assigns to be reduced by fifty percent (50%) for all terms remaining under the Agreement.

As part of Grantee's right to the undisturbed use and enjoyment of the Ground Premises, Grantor shall not at any time during the term of this Agreement (i) use or suffer or permit another person to use any portion of the Ground Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Grantor for the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Ground Premises that permits (either during the term of the Agreement or after the term hereof) any of the uses permitted under the Agreement without the prior written consent of Grantee, in Grantee's sole discretion.

28. **Further Acts; Attorney-In-Fact.** Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact coupled with an interest to prepare, execute and deliver land-use and zoning applications that concern the tower or the tower facilities, on behalf of Grantor

with federal, state and local governmental authorities.

[The remainder of this page is intentionally left blank. Signatures to follow.]

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

WITNESSES:

GRANTOR:

THE LORRAINE M. EMERY DECLARATION
OF TRUST DATED FEBRUARY 20, 2001

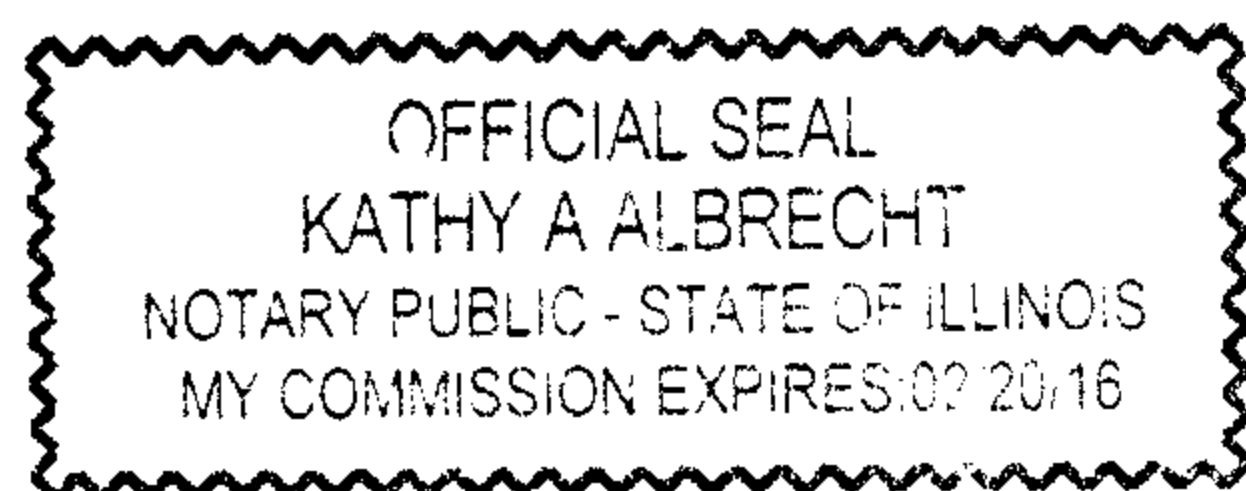
Carrie Loven
Print Name: Carrie Loven

By: Lorraine M. Emery
Lorraine M. Emery, Individually and as Trustee

Kathy A Albrecht
Print Name: Kathy A Albrecht

STATE OF ILLINOIS
COUNTY OF Boone

The foregoing instrument was acknowledged before me this 20th day of July, 2015, by Lorraine M. Emery, Individually and as Trustee of the Lorraine M. Emery Declaration of Trust dated February 20, 2001, known to me to be the person whose name is subscribed to the foregoing instrument, on behalf of said trust.



Kathy A Albrecht
Notary Public

(NOTARY SEAL)

WITNESSES:

Graciela Cortes

Print Name: Graciela Cortes

Javetta Mixon

Print Name: Javetta Mixon

GRANTEE:

SBA MONARCH TOWERS III, LLC, a
Delaware limited liability company

By: *Alyssa Houlihan*

Alyssa Houlihan
Vice President, Site Leasing

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on the 23 day of July, 2015 by Alyssa Houlihan, Vice President, Site Leasing of SBA Monarch Towers III, LLC, a Delaware limited liability company, on behalf of the company and who is personally known to me.



MARJORIE A. FRANCO
MY COMMISSION # FF 084094
EXPIRES: February 14, 2018
Bonded Thru Budget Notary Services

Marjorie A. Franco

Notary Public

Print Name: MARJORIE A. FRANCO

My Commission Expires: 2/14/2018

(NOTARY SEAL)

EXHIBIT 'A'

Ground Premises

Legal description to be incorporated upon receipt of final survey.

SITUATED IN THE COUNTY OF BOONE AND STATE OF ILLINOIS AND DESCRIBED AS FOLLOWS:

LOTS FOUR (4), FIVE (5), AND SIX (6), ALL IN SCHOOL SECTION 16, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SECTION AS MADE BY E.L. LAWRENCE COUNTY SURVEYOR, OF SAID COUNTY FOR THE TRUSTEES OF SCHOOLS OF SAID TOWNSHIP AND FILED IN THE RECORDER'S OFFICE OF BOONE COUNTY, ILLINOIS; SITUATED IN THE COUNTY OF BOONE AND STATE OF ILLINOIS.

TAX ID NO: 05-16-100-001 (LOTS 5 & 6)

TAX ID NO: 05-16-100-002 (LOT 4)

ALSO: PART OF THE NORTHWEST QUARTER (1/4) OF SECTION SIXTEEN (16) TOWNSHIP 44 NORTH, RANGE 3, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, 659.35 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 89°18'13" EAST, 660.0 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SECTION 16, THIRTY-THREE (33) FEET; THENCE SOUTH 89°22' WEST, 660.0 FEET TO THE WEST LINE OF SECTION 16; THENCE NORTH ALONG SAID WEST LINE THIRTY-THREE (33) FEET TO THE PLACE OF BEGINNING, SITUATED IN BOONE COUNTY AND STATE OF ILLINOIS,

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Lorraine M. Emery, as Trustee of the Lorraine M. Emery declaration of Trust dated February 20, 2001 (and 2nd Landlord, if any), a(n) Trust ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of one hundred and no/100 dollars (\$100.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of one hundred and no/100 dollars (\$100.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 9729 Beaver Valley Rd., Belvidere, IL 61008, comprises approximately 1,600 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, eight hundred and fifty and no/100 dollars (\$850.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant.

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted, effective on the first day of each year of the Initial or Renewal Term, and on each such subsequent anniversary thereof, to an amount equal to Three percent (3%) of the monthly Rent in effect immediately prior to the adjustment date.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not

Site Number: C1166-13918
Site Name: Emery RI
Market: Chicago

emptily, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other applicable equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

With a copy to:
Attn: Legal Dept.

And with a copy to:

T-Mobile Central LLC
8550 W. Bryn Mawr Ave. #100
Chicago, IL 60631-3201
Attn: Lease Administration Manager

With a copy to:
Attn: Legal Dept.

If to Landlord, to:

Lorraine M. Emery, as Trustee of the Lorraine M. Emery declaration of Trust dated February 20, 2001
9729 Beaver Valley Rd.
Bleviere, IL 61008

And with a copy to:

<2nd Landlord, if any>
<Additional LL Mailing Address>
<City, State, Zip>

Send Rent payments to:

Lorraine M. Emery, as Trustee
9729 Beaver Valley Rd.
Bleviere, IL 61008

Site Number
Site Name
Market
0196-1776
Emery Ill
Chicago

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises. (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon notice to Landlord.

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following: any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon assignment and including such assignment where Tenant's consent is required and received, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant and the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant and the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any provisions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibits.

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Lorraine M. Emery, as Trustee of the Lorraine M. Emery declaration of Trust dated February 20, 2001

By: Lorraine M. Emery
Printed Name: Lorraine M. Emery
Title: Landlord
Date: 1-26-07

LANDLORD: <2nd Landlord, if any>

By: _____
Printed Name: _____

TENANT: T-Mobile Central LLC

By: [Signature]
Printed Name: **Kevin Kulaga**
Title: **Area Director**
Date: **Engineering & Operations** 2-9-07

[Signature]
T-Mobile Legal Approval

Site Number: C166-1391
Site Name: Emery 01
Market: Chicago

ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. Capitalized terms shall have the same meaning as in this Lease.

Delete Sub-Section 7(a) in its entirety and replace with the following:

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease. **Tenant shall surround the Premises with landscaping and attach wood siding to fence. All landscaping and fence siding will be included in the site plan and approved by Landlord.**

Delete Sub-Section 7(g) in its entirety and replace with the following:

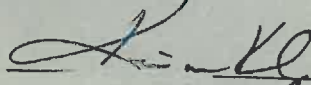
(g) Tenant shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Landlord.

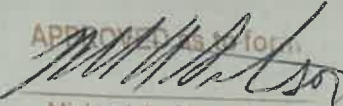
ORD: Lorraine M. Emery, as Trustee of the Lorraine M. Emery declaration of Trust dated 20. 2001

Printed Name: Lorraine M. Emery
Title: Landlord
Date: 1-26-07

LANDLORD: <2nd Landlord, if any>

By: _____
Printed Name: _____
Title: _____
Date: _____

TENANT: T-Mobile Central LLC
By: 
Printed Name: **Kevin Kulaga**
Title: **Area Director**
Date: **Engineering & Operations 2-9-07**


Michael A. Sievertson