

This Instrument Prepared by:

CELLULAR ONE-Chicago
Legal Department
930 National Parkway,
Schaumburg, Illinois 60173
(847) 762-2036

Permanent Tax Number: 28-28-410-010

SITE AGREEMENT NO. 403

THIS AGREEMENT, made as of the 25 day of June, 1996 by and between HERITAGE TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated December 15, 1990 and known as Trust Number 90-4157 (the "Trust") and George Swartz, the beneficiary(ies) of the Trust and the individual(s) having the sole power of direction in and to the Trust (collectively, "LESSOR"), and SOUTHWESTERN BELL MOBILE SYSTEMS, INC. d/b/a CELLULAR ONE - Chicago, a Delaware and Virginia corporation ("LESSEE").

W I T N E S S E T H:

IN CONSIDERATION of the terms hereof, the parties hereto agree as follows:

1. A. LESSOR hereby demises and leases to LESSEE the parcel (the "Parcel") of real estate consisting of approximately 2500 square feet situated on LESSOR's Real Estate (the "Real Estate") in the County of Cook and State of Illinois, described in Exhibit "A" and described and depicted in Exhibit "B", both of which are attached hereto and made a part hereof, together with all right, title and interest of LESSOR in and to all easements, privileges and other appurtenances pertaining to the Real Estate (which Real Estate and the aforesaid right, title and interest of LESSOR collectively shall be called the "Premises"), and hereby grants and conveys to LESSEE certain Easements (as hereinafter defined) appurtenant to the Premises; TO HAVE AND TO HOLD the Premises and the Easements unto LESSEE, for the benefit of LESSEE, its affiliates and their respective lenders, mortgagees, deed of trust trustees, consultants, subtenants, employees, agents, partners, shareholders, directors, officers, contractors, subcontractors and licensees and their respective successors and assigns (collectively, "LESSEE's Related Parties"), for a term (the "Term") commencing on the Commencement Date (as hereinafter defined) of this Agreement and expiring at midnight on the day immediately proceeding the tenth (10) anniversary of the Commencement Date) and for any Extended Terms (as defined herein). LESSOR reserves the right to replace, remove or modify Exhibit "A" and Exhibit "B" at any time prior to the Commencement Date.

B. The Term of this Agreement shall automatically be extended for up to four (4) additional periods of five (5) years each (the "Extended Terms"), provided LESSEE does not elect to terminate the Agreement at the end of the Term or any Extended Term by giving written notice

to LESSOR at least six (6) months prior to the expiration of the original Term or first Extended Term. All of the terms and provisions of this Agreement shall be in effect during each Extended Term, except that the monthly rent payable during the Extended Terms shall be as set forth on Schedule 1. The word "Term" as used in this Agreement shall be deemed to include the Extended Terms when and as automatic renewal occurs.

2. A. LESSEE shall pay rent for the Premises, as provided below to 15311 Laramie Avcnue, Oak Forest, Illinois 60452-2228, Attention: George Swartz, or to such other person or place as LESSOR may designate from time to time by notice to LESSEE. LESSOR's taxpayer identification number/social security number is 360-09-2651.

B. Payments of Rent in the amounts set forth on the attached Schedule 1 shall be due on the first day of each month following the Commencement Date (as hereinafter defined) and shall continue on the first day of each month thereafter until the expiration or earlier termination of this Agreement.

C. The "Commencement Date" shall be the date upon which LESSEE notifies LESSOR that LESSEE has received the last of the necessary local, state and federal approvals, licenses and permits so as to permit construction (such approvals, licenses and permits hereinafter collectively called the "Approvals") and is prepared to commence construction, provided that LESSEE may notify LESSOR of its intention to terminate this Agreement before the Commencement Date. If LESSEE fails to notify LESSOR of either its readiness to commence construction or its termination of this Agreement within eighteen (18) months following the execution of this Agreement, then this Agreement shall automatically terminate and LESSEE shall pay LESSOR a termination fee in the amount of one thousand dollars (\$1,000.00).

3. A. The Premises may be used for the installation and operation of a communications tower, radio equipment, antennas and microwave and other dishes and for transmitting and receiving communications signals, and, in connection therewith, for the installation, repair, maintenance, operation, housing and removal of antennas, microwave and other dishes, wires, transmitters, receivers, appliances, machinery, trade fixtures and communications and other equipment (collectively, the "Equipment"), whether freestanding or located on or in the improvements to be constructed upon or in the Premises, or for any other related or similar, lawful purpose.

B. LESSOR shall not use or permit use of the Real Estate or any improvements now or hereafter constructed upon the Real Estate for transmitting or broadcasting of radio, television or other communications signals or for any other use which interferes with or materially impairs, restricts or limits LESSEE's cellular telecommunications operations or LESSEE's use of the Premises as contemplated by this Agreement.

4. A. LESSOR hereby grants and conveys to LESSEE, for the benefit of LESSEE and LESSEE's Related Parties, the following easements ("Easements"), which shall remain in effect and

shall be irrevocable until the cancellation or earlier termination of this Agreement, or until rescinded by mutual agreement of the parties.

(i) Until such time as LESSEE is able to gain access to the Premises directly from 174th Street, LESSOR grants to LESSEE a non-exclusive Easement upon, over and across real estate owned by LESSOR (the "Temporary Ingress/Egress Easement") so that LESSEE has unrestricted access twenty-four (24) hours each and every day, seven (7) days each and every week, for ingress and egress and passage of pedestrians, vehicle and construction materials and equipment, to and from the Premises from and to the nearest public way, and to provide temporary parking for service vehicles and temporary storage of equipment and supplies during any time from time to time, that LESSEE or one of LESSEE's Related Parties is constructing, installing, removing, repairing, relocating, replacing, maintaining or operating improvements and/or Equipment pursuant to this Agreement. Such Easement is depicted as the "Proposed 15' Easement for Access and Utilities" on the Preliminary Site Plan attached to this Agreement and identified as Exhibit "B." The parties agree that if at any time while this Agreement is in effect, the road depicted on "Exhibit "B"" as "Dedicated 174th Street" is constructed by LESSOR or any governmental authority and made accessible to through traffic, then LESSEE will release the Temporary Ingress/Egress Easement described in this paragraph 4A(i) and create, at LESSEE's sole cost and expense an access drive onto the Premises directly from 174th Street.

(ii) An Easement upon, over, under and across other real estate owned by LESSOR for the purpose of construction, installation, removal, repair, relocation, replacement, maintenance and operation of electrical, telephone and other communication facilities as may be required in connection with the transmission and distribution of electricity, telephone and other communications, and sounds and signals, and to provide access twenty-four (24) hours each and every day, seven (7) days each and every week, for ingress and egress and passage of pedestrians, vehicle and construction materials and equipment, from and to the nearest public way, and to provide temporary parking for service vehicles and temporary storage of equipment and supplies during any time from time to time, that LESSEE or one of LESSEE's Related Parties is constructing, installing, removing, repairing, relocating, replacing, maintaining or operating such facilities; and

(iii) An Easement upon, over, under and across other real estate owned by LESSOR, adjacent to the Premises, as described on Exhibit "A" attached hereto and described and depicted on Exhibit "B" attached hereto as "Easement for Construction", for storage and use of construction materials and equipment during any time, from time to time, that LESSEE or one of the LESSEE'S Related Parties is constructing, installing, removing, repairing, relocating, replacing, maintaining or operating improvements or Equipment pursuant to this Agreement, and during the time of set-up operations before, and clean-up operations after, any such construction, installation, removal, repair, relocation, replacement, maintenance or operation. After any such use, LESSEE shall restore the area so used to substantially as good a condition as before such use.

(iv) LESSOR and LESSEE SHALL maintain, in good condition and repair, the areas covered by the Easements ("Easement Areas") throughout the Term and any Extended Terms. No additional rent or other payments shall be payable by reason of LESSOR's grant of the Easements.

(v) Notwithstanding anything to the contrary contained in this section 4 or elsewhere in this Agreement, LESSOR and LESSEE agree that none of the Easement Areas granted by LESSOR for LESSEE's use hereunder shall in any way interfere with LESSOR's future development or use of any of LESSOR's real property not demised under this Agreement.

B. Subject to the provisions contained in paragraph 4A(i) above, LESSOR represents and warrants that, during the Term, and any Extended Terms, LESSEE and LESSEE's Related Parties shall have free and unrestricted access for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment, to and from the Premises from and to an open public street, road or highway twenty-four (24) hours each and every day, seven (7) days each and every week, for the purpose of constructing, installing, removing, repairing, relocating, replacing, maintaining or operating improvements and Equipment, and that LESSOR shall not permit or suffer any interference with such free and unrestricted access.

C. At the request of LESSEE or one of LESSEE's Related Parties from time to time, and without further payment or consideration, LESSOR shall grant and convey to LESSEE or to the electric and/or telephone utility companies serving or authorized to serve the Premises, by and using such forms of instrument or easement agreement as are then being used by LESSEE, any of LESSEE's Related Parties or any of such companies, rights to use any existing poles owned by LESSOR and/or easements to go upon, over, under and across other real estate owned by LESSOR (i) for the purpose of construction, installation, removal, repair, relocation, replacement, maintenance and operation of electrical, telephone and other communication facilities as may be required in connection with the transmission and distribution of electricity, telephone and other communications, and sounds and signals; and (ii) to provide access twenty-four (24) hours each and every day, seven (7) days each and every week, for ingress and egress and passage of pedestrians, vehicle and construction materials and equipment, from and to the nearest public way, and (iii) to provide parking and temporary storage for service vehicles, equipment and supplies during any time from time to time, that LESSEE or one of LESSEE's Related Parties or one or more of such companies is constructing, installing, removing, repairing, relocating, replacing, maintaining or operating such facilities on LESSEE's improvements and/or Equipment; such easements to be on such terms and conditions as are customarily contained in such forms of instrument or easement agreement as are then being used by LESSEE or any of such companies; and LESSOR shall take any and all actions and execute, acknowledge and deliver any and all documents requested by LESSEE, any of LESSEE's Related Parties or any of such companies in order to accomplish the foregoing.

5. A. LESSOR represents and warrants that LESSOR owns good and marketable title in fee simple to the Premises and the Easement Areas, free and clear of all liens and encumbrances except

as set forth on Exhibit "C" attached hereto and made a part hereof, and LESSOR acknowledges that LESSEE is relying upon the foregoing representation and warranty in entering into this Agreement and in expending monies in connection herewith. LESSOR shall not encumber or permit any encumbrances, liens or restrictions on the title to the Premises or the Easement Areas other than those set forth in Exhibit "C" hereto, except with the prior written approval of LESSEE; provided that LESSEE's approval shall not be required if LESSOR hereafter encumbers the Premises and the Easement Areas with the lien of a first mortgage given to secure a loan made to LESSOR by a bank, savings and loan association or insurance company. LESSOR agrees to obtain from any mortgagee, lender or collateral assignee holding any mortgage, lien or other encumbrance in the Premises a nondisturbance agreement in the form attached as Exhibit "D" or other form reasonably satisfactory to LESSEE.

B. LESSOR represents and warrants that no litigation or governmental, administrative, or regulatory proceeding is pending, proposed or threatened with respect to the Premises or the Easement Areas, including, without limitation, claims of third parties.

C. LESSOR shall indemnify, defend, and hold harmless LESSEE and LESSEE's Related Parties (collectively "Indemnitees") from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, damages or expenses, including, without limitation, attorneys' and expert witness' fees, sustained or incurred by Indemnitees pursuant to any federal, state or local laws and implementing regulations, and/or the common law, dealing with matters relating to the environment and/or contamination of any type whatsoever caused or contributed to by LESSOR and/or its predecessors, or originating from causes existent on or before the date of this Agreement, in, upon or beneath the Premises, including, without limitation: (i) any disposal of wastes, including, without limitation, any toxic or hazardous substances, mixtures or compounds, in, upon or beneath the Premises, or the improvements now or hereafter located thereon or forming a part thereof, or into the water and sewerage systems, which serve the improvements now or hereafter located thereon or forming a part thereof; (ii) pollution or protection of the environment; (iii) emissions, discharges, leaching, injections, spills, escapes, dumping, disposals, ground water or ambient air contamination, leaks releases or threatened releases of pollutants, contaminants and/or chemicals into the environment (including, without limitation, ambient air, surface waters, ground waters or land); (iv) protection of wildlife, marine sanctuaries or wetlands; (v) otherwise related to manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or solid or hazardous wastes; (vi) related to underground tanks or storage vessels or equipment located in, upon or beneath the premises, or the improvements now or hereafter located thereon or forming a part thereof; or (vii) injury, illness and/or death (or an aggravation of a pre-existing injury or illness), which is related to the physical condition, status, quality, nature, contamination or environmental state of the Premises, or the improvements now or hereafter located thereon or forming a part thereof; provided, however, that this indemnification shall not apply to any matters as aforesaid which are caused by, or arise from, LESSEE's activities on, or use of, the Premises or the improvements now or hereafter located thereon or forming a part thereof.

D. LESSEE shall indemnify, defend, and hold harmless LESSOR and LESSOR's Related Parties (collectively "Indemnitees") from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, damages or expenses, including, without limitation, attorneys' and expert witness' fees, sustained or incurred by Indemnitees pursuant to any federal, state or local laws and implementing regulations, and/or the common law, dealing with matters relating to the environment and/or contamination of any type whatsoever caused or contributed to by LESSEE, in, upon or beneath the Premises, including, without limitation: (i) any disposal of wastes, including, without limitation, any toxic or hazardous substances, mixtures or compounds, in, upon or beneath the Premises, or the improvements hereafter located thereon or forming a part thereof, or into the water and sewerage systems, which serve the improvements now or hereafter located thereon or forming a part thereof; (ii) pollution or protection of the environment; (iii) emissions, discharges, leaching, injections, spills, escapes, dumping, disposals, ground water or ambient air contamination, leaks releases or threatened releases of pollutants, contaminants and/or chemicals into the environment (including, without limitation, ambient air, surface waters, ground waters or land); (iv) protection of wildlife, marine sanctuaries or wetlands; (v) otherwise related to manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or solid or hazardous wastes; (vi) related to underground tanks or storage vessels or equipment located in, upon or beneath the premises, or the improvements hereafter located thereon or forming a part thereof; or (vii) injury, illness and/or death (or an aggravation of a pre-existing injury or illness), which is related to the physical condition, status, quality, nature, contamination or environmental state of the Premises, or the improvements hereafter located thereon or forming a part thereof; provided, however, that this indemnification shall not apply to any matters as aforesaid which are caused by, or arise from, LESSOR's activities on, or use of, the Premises or the improvements now or hereafter located thereon or forming a part thereof.

6. A. LESSEE shall pay all charges for utilities used by LESSEE in connection with the Premises during the Term and any Extended Terms.

B. In the event of any default hereunder by LESSOR, or if LESSOR otherwise

- (i) takes any action in contravention of this Agreement or which impairs or threatens to impair (a) LESSEE's exercise of its rights under this Agreement, (b) LESSEE's use of the Premises or the Easement Areas as permitted hereunder, or (c) the condition of LESSOR's title to the Premises or the Easement Areas as mandated by this Agreement, or
- (ii) fails to take any action required by this Agreement or required to preserve and maintain (a) LESSEE'S rights under this Agreement (b) LESSEE's ability to use the Premises and the Easement Areas as permitted hereunder, or (c) the condition of LESSOR's title to the Premises and the Easement Areas as mandated in this Agreement,

then LESSEE may, without being obligated to do so, immediately or at any time thereafter, without notice, cure such default or take action to reverse the effect of LESSOR's action or inaction, all for the account and at the expense of LESSOR; and if LESSEE from time to time, by reason of such default, action or inaction by LESSOR, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of money, then the sum so paid by LESSEE, plus interest thereon from the date so paid by LESSEE to the date repaid by LESSOR, at eighteen percent (18%) per annum, shall be due from LESSOR to LESSEE upon demand, and LESSEE may set-off or deduct such sum, including interest as aforesaid, from LESSEE's rent obligations hereunder until LESSEE is fully reimbursed therefor.

C. For purposes of this paragraph 6.C., the following terms shall have the respective meanings set forth as follows: (1) the term "Taxes" as used herein shall mean: all federal, state and local governmental taxes, assessments and charges of every kind or nature whatsoever (whether general, special, ordinary or extraordinary) levied, assessed or charged against the real estate and improvements in question because of or in connection with the ownership, leasing, management, control or operation of the real estate and improvements in question including, without limitation, real estate taxes or assessments, transit or transit district taxes or assessments, any tax or excise on rent or income or any other tax, however described, on account of rental received for use and occupancy of any or all of the real estate and improvements in question, whether any such taxes are imposed by the government of the United States, the State of Illinois, the county in which the real estate and improvements in question are located or any local governmental municipality, authority or agency or any political subdivision thereof or any other taxing body, and including any rental fees or similar taxes levied in lieu of, or in addition to, general real property taxes, but excluding any federal, state or local sales, use, franchise, capital stock, inheritance, general or net income, gift or estate taxes; (2) the term "LESSOR's Real Estate" means collectively the entire parcel of real estate presently owned by LESSOR of which the Premises and the Easement Areas are a part, the existing improvements on said entire parcel (which entire parcel and existing improvements are presently designated by Permanent Index Number 28-28-410-010) and the improvements hereafter located on said entire parcel; and (3) the term "Parcel" shall have the same meaning as defined in section 1 of this Agreement.

Within ninety (90) days following LESSEE's completion of the installation of its Equipment on the Parcel, LESSEE and LESSOR shall cooperate in the preparation and filing of the appropriate petition for tax division with the Cook County, Illinois Tax Assessor for the purpose of designating the Parcel as a separate leasehold tax parcel. Until such time as the tax division is effective and a separate tax bill is issued for the Parcel, LESSOR shall pay, prior to the delinquency date, any and all Taxes assessed, levied or incurred on or against LESSOR's Real Estate, and upon receipt of a written request from LESSOR, LESSEE shall reimburse LESSOR for any portion of the Taxes assessed, levied or incurred during the term on or against LESSOR's Real Estate to the extent such portion is directly attributable to the Added Lessee Improvements and is directly calculable based on the amount of the Added Lessee Improvements, the applicable state equalization factor and the applicable tax rate; the amount of increase. From and after the time that such designation is effective, LESSEE shall pay prior to the delinquency date, any and all

Taxes assessed, levied or incurred from and after such designation during the Term on or against LESSEE's Rental Property; and LESSOR shall pay prior to the delinquency date any and all Taxes assessed, levied or incurred against LESSOR's Net Property. If any rebate or refund of the aforescribed Taxes is made, the rebate or refund (less the reasonable expenses incurred in obtaining same) shall be retained by or paid to LESSEE based on the proportion which the Taxes paid by LESSEE bears to the total amount of Taxes to which such rebate or refund relates.

LESSEE shall have the right, at LESSEE's expense, in LESSEE's name or in the name of LESSOR, to contest the amount and validity, in whole or in part, of any component of the Taxes or any of the Taxes or a portion thereof for which LESSEE is responsible pursuant to the terms hereof, by appropriate proceedings diligently conducted. LESSOR shall promptly provide LESSEE with copies of all bills for Taxes, applicable assessment and reassessment notices and other matters relating to any Taxes to the end that LESSEE is not prejudiced in exercising the rights granted hereunder.

7. LESSEE and LESSEE's Related Parties shall have the right, at any time during the Term, at their own expense (a) to construct or make any improvements of whatever kind or description upon or in the Premises, (b) to install Equipment upon or in the Premises, (c) to install Equipment such as wires, cables, junction boxes and related or similar fixtures upon or in the Easement Areas, and (d) to remove any such improvements and Equipment so constructed, made or installed. Any and all improvements and Equipment so constructed, made or installed shall remain personal property and shall belong to and be removable by LESSEE during the Term and any Extended Terms, and for a reasonable time after the expiration of the Term and any Extended Terms or such earlier date as this Agreement is terminated, except that, at LESSOR's option, LESSEE will not remove the equipment building to be constructed by LESSEE on the Premises and such building will become LESSOR's property.

8. LESSEE shall keep the Premises in good condition and repair in accordance with applicable state and municipal laws. At the expiration of the Term, or such earlier date as this Agreement is terminated, LESSEE will remove (to the ground level on the date hereof) all above-ground improvements and Equipment constructed, made or installed by LESSEE upon or in the Real Estate and the remainder of the Premises, and will otherwise yield up the Premises in at least as good a condition as when the same were entered upon by LESSEE, ordinary wear and tear and loss by casualty or other causes beyond LESSEE's control excepted.

9. LESSEE and its agents may apply to governmental authorities and public companies, in LESSEE's or LESSOR's name, or jointly, for any Approvals and easements required of or deemed useful by LESSEE for its use of the Premises, or in order to construct or make improvements, or to install Equipment, pursuant to this Agreement. LESSOR shall cooperate fully with LESSEE in connection with the foregoing and, upon request of LESSEE, shall take any and all actions and execute, acknowledge and deliver any and all documents and instruments reasonably requested by LESSEE in connection therewith, including, without limitation, easements for public utilities. LESSEE shall reimburse LESSOR for any reasonable costs expended by LESSOR in connection

with the foregoing. LESSEE shall pay all license, permit and inspection fees required in connection with its use of the Premises or the conduct of its business thereon.

10. This Agreement and LESSEE's obligations hereunder are contingent upon the occurrence of the following events:

- (i) LESSEE shall have received the Approvals and easements referred to in paragraphs 2C, 4C and 9 hereof;
- (ii) LESSEE shall have received results of soil and/or radio frequency tests (to be obtained by LESSEE at LESSEE's expense) relating to the Premises, and such results are satisfactory to LESSEE in its sole discretion.
- (iii) LESSOR shall have furnished LESSEE with evidence satisfactory to LESSEE confirming the truth of LESSOR's representation and warranty set forth in paragraph 5A hereof, and with a nondisturbance agreement from any lender as set forth in paragraph 5A.

11. LESSEE shall indemnify LESSOR and the Premises from all liens or claims for lien for labor or material by reason of any work done or material furnished LESSEE in connection with construction pursuant to this Agreement. If any such lien or claim for lien is filed against the Premises, LESSOR shall give LESSEE notice thereof and demand that LESSEE remove the same, and if the same is not removed within thirty (30) days after LESSEE receives such notice and demand, then (and only then) LESSOR may (unless within such thirty (30) day period LESSEE furnishes to LESSOR reasonable security to protect against such lien), without inquiring into the validity thereof, remove the same at its expense, and LESSEE shall repay LESSOR for any amounts so advanced within fifteen (15) days after receipt of LESSOR's statement therefor.

12. During the Term and any Extended Terms, LESSEE shall, at its expense, obtain liability insurance issued by a company authorized to do business in Illinois, providing coverage in limits of at least \$1,000,000.00, in the event of bodily injury or death, or property damage, or both, as a result of any one accident or occurrence on the Premises. LESSEE shall send a certificate therefore to LESSOR within a reasonable time after receipt of LESSOR's request therefor; provided that LESSOR shall not make such a request more than once during any twelve (12) month period. Such certificate shall list LESSOR as an additional insured and shall contain a statement substantially as follows: "should any of the policies described [therein] be cancelled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days' written notice to the certificate holder named [therein], but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives".

13. LESSEE and LESSOR shall each be responsible for maintaining insurance covering their own property, whether or not it is located on the Premises. LESSOR and LESSEE each hereby waive any and all rights of recovery, claim, action or cause of action each may have against

the other, its affiliates and their respective officers, directors, shareholders, partners, employees or agents, or any of their successors or assigns, on account of any loss or damage occasioned to LESSOR or LESSEE or their respective partners, employees or agents or any of their successors or assigns, as the case may be, or their respective property, by reason of fire, the elements or any other cause which could be insured against under the terms of standard all risk property insurance policies, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees.

14. For purposes of this Paragraph, each of the following dates is a "Rent Stop Date": the last day of the month immediately preceding the fifth anniversary of the Commencement Date, and if and as LESSEE's options to extend the Term are exercised pursuant to Paragraph 2D hereof, the last day of the month immediately preceding the following anniversaries of the Commencement Date: 13th, 16th, 19th, 22nd 25th and 28th. If this Agreement has not been terminated pursuant to paragraph 2C hereof, then at LESSEE's option, LESSEE may terminate this Agreement, effective as of a termination date selected by LESSEE in its discretion (the "Termination Date"), by sending a termination notice ("Lessee's Termination Notice") to LESSOR, and upon such termination, the Term and all obligations of LESSEE contained herein shall forthwith terminate and end on the Termination Date specified in LESSEE's Termination Notice; provided that, notwithstanding any termination pursuant to this paragraph, and irrespective of the actual Termination Date, LESSEE's obligation to pay rent shall continue through (and shall end on) the Rent Stop Date next following the Termination Date; but if the Termination Date is the same as the Rent Stop Date, then LESSEE's obligation to pay rent shall end on the Termination Date. The foregoing right to terminate shall not be deemed to be exclusive and shall not preclude a termination by LESSEE in the event of a default by LESSOR or pursuant to any other provision of this Agreement.

15. LESSEE shall have the unconditional right to sublease all or any part of the Premises or the improvements and Equipment constructed, made or installed pursuant to this Agreement and/or to assign or transfer this Agreement, all or any of LESSEE's rights or interests hereunder and/or the Easements contained herein; provided that any sublessee, assignee or transferee shall be restricted to the uses expressly permitted by this Agreement. Any such sublease, assignment or transfer may be absolute, conditional or in consideration of or as additional security for any financing or equipment leasing arrangement into which LESSEE may enter. LESSEE shall have the right to record, register and/or file such evidence of any such sublease, assignment or transfer as LESSEE may deem appropriate, without thereby committing a default under this Agreement.

16. LESSOR, on behalf of LESSOR and all persons, corporations and other entities claiming by, through or under LESSOR, and their respective heirs, executors, administrators, personal representatives, successors and assigns, covenants and agrees with LESSEE that as long as LESSEE, or one of LESSEE's Related Parties pays the rent herein reserved and performs all of LESSEE's obligations hereunder, LESSEE and LESSEE's Related Parties shall (a) have quiet and peaceful enjoyment and possession of the Premises and the Easement Areas throughout the Term and any Extended Terms free from claims and demands by LESSOR and all persons, corporations

and other entities claiming by, through or under LESSOR or claiming under title paramount to LESSOR and (b) be entitled to exercise all of LESSEE's rights hereunder during the Term and any Extended Terms.

17. Each party hereto shall, from time to time, within fourteen (14) days after a written request is made by the other party, execute, acknowledge and deliver to the requesting party a certificate in writing (a) stating that, to the knowledge of the certifying party, this Agreement is unmodified and in full force and effect (or, if modified, stating in detail the nature of such modifications known to the certifying party, and stating that to the knowledge of the certifying party this Agreement, as so modified, is in full force and effect) and stating the date to which rent and other charges have been paid, and (b) either stating that to the knowledge of the certifying party no default exists hereunder or specifying each default of which the certifying party has knowledge. Any such certificate may be conclusively relied upon by any person or entity. Failure to deliver such a certificate within fourteen (14) days after such request is made shall be conclusive against the party failing to deliver such certificate that (a) this Agreement is in full force and effect without modification except as may be represented by the party that requested such certificate, and (b) the party that requested such certificate is not in default hereunder.

18. If (a) LESSEE shall default in the payment of rent and such default shall continue for fifteen (15) days after written notice thereof is received by LESSEE, or (b) LESSEE shall default in the performance of any other of LESSEE's material obligations herein contained and such default shall continue for thirty (30) days after written notice thereof is received by LESSEE (provided however, that if the default reasonably cannot be cured within thirty (30) days, said thirty (30) day period shall be extended for such additional time as is reasonably necessary to cure such default), or (c) LESSEE is adjudicated a bankrupt or a trustee is appointed for LESSEE after a petition has been filed against LESSEE under the Bankruptcy Act of the United States, or a receiver is appointed for LESSEE's business or property (and the order of adjudication or appointing a trustee or receiver has not been vacated within sixty (60) days after the entry thereof), then, upon ten (10) days' notice to the LESSEE, LESSEE's right to possession of the Premises may be terminated and the mere retention of possession thereafter by LESSEE shall constitute a forcible detainer of the Premises, and if LESSOR so elects by notice to LESSEE, this Agreement shall thereupon terminate, and upon termination of LESSEE's right to possession, whether this Agreement be terminated or not, LESSEE shall surrender possession of the Premises immediately. LESSOR hereby expressly waives any and all right to distraint for rent due and any and all landlord's liens or claim of such upon any or all property of LESSEE and LESSEE's Related Parties, on the Premises or the Easement Areas.

19. If any suit or action shall be brought to enforce or declare any of the terms of this Agreement, to terminate this Agreement, to recover possession of the Premises or to recover any rent or damages sustained as a result of a default in the performance of any obligations under this Agreement or a breach of any of the representations and warranties herein contained, the party not prevailing in such suit or action shall be liable to the prevailing party for the prevailing party's costs and expenses, including, without limitation, court costs, reasonable attorneys' fees, including

the value of time spent by in-house counsel, and expert witnesses' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered. Each party shall pay all costs and expenses, including, without limitation, court costs, reasonable attorneys' fees, including the value of time spent by in-house counsel, and expert witnesses' fees, incurred by the other party in any litigation, negotiations or transactions in which the other party, without its fault, becomes involved or concerned by reason of this Agreement.

20. A. In the event that (i) the federal, state or local government or any other public body (all of the foregoing being hereinafter referred to collectively as "Governmental Agency") shall take all or so much of the Premises and/or the Easement Areas (collectively, the "Property") as shall make it physically or financially unfeasible in LESSEE's judgment for the Property to be used in the manner or for the purposes for which the Property was used or intended by LESSEE to be used immediately prior to such taking, (ii) any such Governmental Agency shall prohibit, restrict, temporarily or permanently discontinue or substantially impair LESSEE's operations being conducted on the Property for any reason (iii) the actions of any such Governmental Agency shall obstruct the vehicular or pedestrian access to the Property or any part thereof (the foregoing items (i), (ii) and (iii) being collectively referred to as a "Taking"), or (iv) any claim of paramount title shall result in denial to LESSEE of possession or use of the Property, or any part thereof, then in any such event LESSEE shall have the option of terminating this Agreement upon thirty (30) days' prior written notice to LESSOR, in which event, notwithstanding anything to the contrary contained in this Agreement, LESSEE shall be liable for rent and other payments only until the date on which the Property is vacated. In the event of a Taking and LESSEE does not elect to terminate this Agreement as provided above, or in the event of an action by a Governmental Agency which would be a Taking but for the fact that only such portion of the Property is taken so as not to entitle LESSEE to terminate, then the rent and other payments to be made by LESSEE under this Agreement shall be abated proportionately, as to the period of any temporary Taking or the portion taken as a result of any partial Taking which is not usable. LESSEE shall be entitled to any portion of any award rendered in connection with the Taking allocable to LESSEE's leasehold interest and LESSEE's improvements to the Property, and LESSEE may also make its own separate claim in any award proceedings, and shall be entitled to reimbursement for moving expenses, for loss of business, for trade fixtures and for removal of improvements, fixtures and Equipment installed by LESSEE.

B. If a Taking obstructs vehicular or pedestrian access to the Premises or involves a physical taking of all or part of the Easement Areas designated as "Easement for Ingress and Egress" in paragraph 4A(i) and (ii) hereof such that LESSEE is no longer able to use the Easement for Ingress and Egress to obtain access to the Premises, then (1) LESSOR shall, within sixty (60) days after such Taking, grant to LESSEE a comparable Easement for Ingress and Egress of the same width to a public road or right of way pursuant to a document in recordable form satisfactory to LESSEE; and (2) if LESSOR is compensated by any Governmental Agency as a result of such Taking, any amount received by LESSOR which is reasonably allocable to restrictions of such access will be divided equitably between LESSOR and LESSEE, and LESSOR will pay such share to LESSEE within thirty (30) days after LESSOR's receipt thereof. If access to the Premises is

blocked completely as a result of a Taking, or if LESSOR does not comply with any requirement of this paragraph 20, LESSEE may terminate this Agreement within one hundred twenty (120) days after the Taking, effective as of LESSOR's receipt of LESSEE's notice of termination, and in the event of such a termination, LESSEE shall be relieved of its post-termination obligations under paragraph 8A hereof. Without limiting the generality of the foregoing, if in connection with any Taking, the Governmental Agency makes available to LESSOR an alternate means of access of any nature whatsoever, LESSOR agrees to grant to LESSEE the best right of shared use of such alternate means of access permitted by the Governmental Agency.

21. Except with LESSEE's prior written consent, LESSOR agrees that LESSOR and its officers, directors, shareholders, partners, employees, agents and other representatives, will not, whether during or subsequent to the term of this Agreement, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation, in any manner whatsoever, any information of any kind, nature or description concerning the terms of this Agreement; provided, however, that LESSOR may disclose such information (i) to its legal and financial advisors to the extent necessary to conduct LESSOR's ordinary business and operations; (ii) to a purchaser of the Real Estate and (iii) to those of its employees to whom it shall be reasonably necessary to disclose such information for purposes of LESSOR's performance of its obligations under the terms of this Agreement.

22. All notices and demands under this Agreement shall be in writing, and shall be deemed to have been given when delivered in person or by courier, or when mailed by United States registered or certified mail with proper postage prepaid, to LESSOR, if intended for it, at the address for payment of rent designated by LESSOR from time to time by notice to LESSEE or to LESSEE, if intended for it to SOUTHWESTERN BELL MOBILE SYSTEMS, INC., d/b/a CELLULAR ONE - Chicago, 930 N. National Parkway, Schaumburg, Illinois 60173 with a required copy to SOUTHWESTERN BELL MOBILE SYSTEMS, INC., d/b/a CELLULAR ONE®-Chicago, 930 North National Parkway, Schaumburg, Illinois 60173, Attn: Legal Department. Either party hereto may change the place for notice to it by sending like written notice to the other party hereto.

23. Each party hereto represents and warrants that it has full power and authority to enter into this Agreement and to perform the covenants and obligations herein contained. Each person executing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement.

24. This Agreement and all the rights, covenants and obligations contained in this Agreement shall inure to the benefit of and be binding upon LESSOR, LESSEE, LESSEE's Related Parties and their respective heirs, executors, administrators, personal representatives, successors and assigns. It is understood that as of the date of this Agreement, LESSOR is comprised only of the party or parties named as such in this Agreement or any other instrument executed herewith. If now or at any time hereafter LESSOR is comprised of more than one person or entity, LESSOR's obligations under this Agreement shall be the joint and several obligations of all persons and

entities comprising LESSOR.

25. In any case where the approval or consent of LESSOR is required, requested or otherwise to be given under this Agreement, an approval or consent by any of the persons or entities comprising LESSOR shall be sufficient, and LESSEE may rely upon any such approval or consent. In any case where the approval or consent of LESSOR is required under this Agreement, LESSOR shall not unreasonably delay or withhold its approval or consent.

26. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties with respect to the subject matter hereof. This Agreement may be executed in any number of counterparts, and by the different parties on different counterparts, each of which when executed shall be deemed an original, and all of which together shall constitute one and the same agreement. If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances. Changes in the number, gender and grammar of terms and phrases herein, when necessary to conform this Agreement to the circumstances of the parties hereto, shall, in all cases, be assumed as though in each case fully expressed herein. This Agreement shall be construed in accordance with the laws of the State of Illinois.

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

LESSOR

LESSEE

HERITAGE TRUST COMPANY
NOT PERSONALLY,
BUT AS TRUSTEE UNDER TRUST
AGREEMENT DATED 12/15/90
AND KNOWN AS TRUST NUMBER
90-4157

SOUTHWESTERN BELL MOBILE
SYSTEMS, INC. d/b/a
CELLULAR ONE - Chicago

By: *Linda Lee Dutz*

By: *[Signature]* DIB

Name: LINDA LEE DUTZ
Trustee

Name: Dane F. Ershen

Title: _____

Title: V.P. Network Operations

BENEFICIARY(IES)

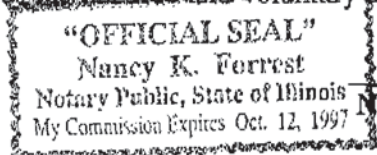
Signed: *[Signature]*
Name: George Swartz

Signed: _____
Name: _____

NOTARY ACKNOWLEDGEMENT FOR TRUSTEE LESSOR

STATE OF IL)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 25 day of June, 1996, by Linda Lee Lutz, personally known to me to be the Land Trust Officer of HERITAGE TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated December 15, 1990 and known as Trust Number 90-4157, and the individual who executed the foregoing instrument as his/her ~~free and voluntary~~ act for the uses and purposes therein set forth.

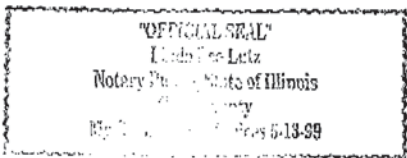


Nancy K Forrest
NOTARY PUBLIC

NOTARY ACKNOWLEDGEMENT FOR INDIVIDUAL LESSOR

STATE OF IL)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 25 day of June, 1996, by George Swartz, personally known to me to be the beneficiary(ies) and the individual(s) having the entire beneficial interest and the sole power of direction in and to Trust Number 90-4157 with HERITAGE TRUST COMPANY under Trust Agreement dated December 15, 1990.




Linda Lee Lutz
NOTARY PUBLIC

NOTARY ACKNOWLEDGEMENT FOR LESSEE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid DO
HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 10 day of
July, 1991, by DANE F. ERSHEN, personally known to me to be the Vice President of Network
Operations of SOUTHWESTERN BELL MOBILE SYSTEMS, INC. d/b/a CELLULAR ONE -
Chicago, a Delaware and Virginia corporation on behalf of the corporation.



NOTARY PUBLIC

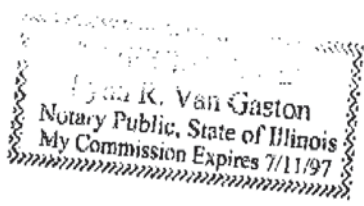


EXHIBIT A

Common address or approximate location of Premises:

4931 W. 173rd Street, Country Club Hills, Illinois

Description(s):

EXHIBIT B

(PLAT OF SURVEY AND/OR SITE PLAN TO BE INSERTED BY LESSEE)

EXHIBIT C

Liens and encumbrances to which the Premises and the Easement Areas are subject:

LESSEE's rights under the Agreement of which this Exhibit is a part.

EXHIBIT D

This instrument was prepared by:

SOUTHWESTERN BELL MOBILE SYSTEMS, INC.
Legal Department
d/b/a CELLULAR ONE-Chicago
930 National Parkway
Schaumburg, Illinois 60173

NONDISTURBANCE, CONSENT AND ATTORNMENT AGREEMENT

THIS AGREEMENT, entered into as of the ____ day of _____, 199_, by and between _____, a _____ the "Mortgagee"), and SOUTHWESTERN BELL MOBILE SYSTEMS, INC. d/b/a CELLULAR ONE - Chicago, a corporation organized under the laws of the State of Delaware and the Commonwealth of Virginia (the "Lessee"), having its offices at 930 National Parkway, Schaumburg, Illinois 60173.

PRELIMINARY STATEMENTS

A. The Lessee has executed a certain Site Agreement No. ____ dated _____ 199_ (the "Lease") with _____, concerning the parcel of real estate (the "Real Estate") described in Exhibit "A" attached hereto and made a part hereof, whereby Lessor has demised and leased the Real Estate, together with all right, title and interest of Lessor in and to all easements, privileges and other appurtenances pertaining thereto (which Real Estate and the aforesaid right, title and interest of Lessor shall hereinafter collectively be called the "Premises"), and Lessor has granted and conveyed to Lessee certain easements appurtenant to the Premises (the "Easements"), described specifically in the Lease, the legal descriptions of which Easements are set forth in Exhibit "A" hereto, all for the Term and any Extended Terms and under the terms and conditions contained in the Lease.

B. The Mortgagee holds a mortgage on the Premises, a portion of the Premises or a parcel of real estate of which the Premises are a part, described as follows:

(TO BE INSERTED)

The Mortgagee has or may have rights and interests in and to the Premises as lender, mortgagee, assignee and/or secured party, or otherwise, under said recorded documents and/or other instruments. Said recorded documents and such other instruments, if any, are hereinafter collectively called the "Mortgage."

C. The Lessee and the Mortgagee desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Agreement.

TERMS OF THIS AGREEMENT

IN CONSIDERATION of the mutual covenants of the parties and other good and valuable consideration, the Mortgagee and the Lessee agree as follows:

1. The Mortgagee does hereby consent to the Lease and the Lessor's execution thereof.
2. The Lease shall be recognized by the Mortgagee, its successors and assigns, and all of the rights of the Lessee under the Lease, including, without limitation, Lessee's options to extend the Term of the Lease, shall remain in full force and effect during the Term and any Extended Terms (as such terms are defined in the Lease).
3. Provided the Lessee is not in default under the Lease (beyond any period given the Lessee in the Lease to cure defaults), then:
 - (a) The Lessee's right to possession of the Premises, the Lessee's right to use of the Easements, and the Lessee's other rights arising out of the Lease shall not be affected or disturbed by the Mortgagee in the exercise of any of its rights under the Mortgage or the Note or Notes secured by the Mortgage. Further, the Lessee shall not be named or joined as a party defendant or otherwise in any foreclosure of the lien of the Mortgage or in any other action or proceeding to foreclose or terminate the interest of the Lessor or enforce the Mortgage or any of the rights under the Mortgage or the Note or Notes secured by the Mortgage nor in any other way be deprived of its rights under the Lease by the Mortgagee or any person or entity acting by, through or under the Mortgagee. In the event of foreclosure or any enforcement of the Mortgage or any of the rights under the Mortgage or the Note or Notes secured by the Mortgage, Lessee's rights under the Lease shall expressly survive and the Lease shall in all respects continue in full force and effect.
 - (b) In the event the Mortgagee or any other person or entity acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage, or by conveyance in lieu of foreclosure, the Lease shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding or transaction. The Mortgagee covenants that any sale by it of the Premises as a result of the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to the Lease and the rights of the Lessee under the Lease, and Lessee covenants and agrees to atom to the Mortgagee, or such other person or entity, as the new Lessor, and the Lease shall continue in full force and effect as a direct Lease between the Lessee and the Mortgagee, or such other person or entity, upon all of the terms, covenants, conditions and agreements set forth in the Lease.
4. The Lease shall be subject and subordinate to the lien of the Mortgage.
5. The above provisions shall be self-operative and effective without the execution of any further instruments on the part of either party. However, the Lessee agrees to execute and deliver

to the Mortgagee, or to any other person or entity to whom the Lessee has hereby agreed to attorn, such other instruments as either shall reasonably request in order to comply with the provisions of this Agreement.

6. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

7. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties or their authorized representatives or officers have executed this Agreement as of the day and date first above written.

MORTGAGEE:

LESSEE:

SOUTHWESTERN BELL MOBILE
SYSTEMS, INC. d/b/a
CELLULAR ONE - Chicago

By: _____

By: _____

Name: _____

Name: Dane F. Ershen

Title: _____

Title: _____

NOTARY FOR MORTGAGEE

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that on the ___ day of ____, 199_, _____, personally known to me to be the _____ of _____, a _____, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ of said _____, that he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act and deed of said _____, for the uses and purposes therein set forth.

Notary Public

NOTARY FOR LESSEE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this ___ day of _____, 199_, by DANE F. ERSHEN, personally known to me to be the Vice President-Network Operations of SOUTHWESTERN BELL MOBILE SYSTEMS, INC., d/b/a CELLULAR ONE - Chicago, a corporation incorporated under the laws of the State of Delaware and the Commonwealth of Virginia, on behalf of the corporation.

Notary Public

EXHIBIT A TO NONDISTURBANCE, CONSENT AND ATTORNMENT AGREEMENT

Common address or approximate location of Premises:

Description(s):

GENERAL RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and for purposes of liability limited to that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Trust Company, under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

HERITAGE TRUST COMPANY

SCHEDULE 1

Rent

\$ 800.00 per month for the period from the Commencement Date through the fifth anniversary of the Commencement Date; and

\$ 900.00 per month for the period from the first day following the fifth anniversary of the Commencement Date through the tenth anniversary of the Commencement Date.

Rent during Extended Terms.

| | |
|----------------------|----------------------|
| First Extended Term | \$1,000.00 per month |
| Second Extended Term | \$1,100.00 per month |
| Third Extended Term | \$1,200.00 per month |
| Fourth Extended Term | \$1,300.00 per month |