

Site Name Fox KnollSite I. D. 689D

1. Premises and Use. Owner leases to SprintCom, Inc., a Kansas corporation ("SprintCom"), the site described below:

[Check appropriate box(es)]

Land consisting of approximately ___ square feet upon which SprintCom will construct its equipment base station and antenna structure;

Building exterior space for attachment of antennas;

Building exterior space for placement of base station equipment;

Tower antenna space between the ___ foot and ___ foot level on the Tower;

Space required for cable runs to connect PCS equipment and antennas,

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

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

3. Rent. Until the earlier of (a) that date which is 30 days after the issuance of a building permit, or (b) the first day of the month following the commencement of the physical preparation of the Site, the rent will be a one-time aggregate payment of \$500.00, the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of \$ 900 (until increased as set forth herein), partial months to be prorated, in advance. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by ten percent (10 %).

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

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

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to SprintCom are to be sent to: SprintCom, Inc., Attention: Director-Network Real Estate, 1200 Main Street, Kansas City, Missouri 64105, with a copy to Sprint Spectrum L.P., 9801 West Higgins, Rosemont, IL 60018. Notices to Owner must be sent to the address shown underneath Owner's signature.

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

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SprintCom will substantially comply with all applicable laws relating to its possession and use of the Site, including without limitation posting requirements of the Federal Communications Commission.

9. Interference. SprintCom will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SprintCom desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment which (a)

results in technical interference problems with SprintCom's then existing equipment or (b) encroaches onto the Site.

10. Utilities. Owner represents that utilities adequate for SprintCom's use of the Site are available. SprintCom will pay for all utilities used by it at the Site. Owner will cooperate with SprintCom in SprintCom's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

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

12. Default. If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

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

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

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

16. Taxes. SprintCom will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SprintCom will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SprintCom within 60 days after receipt of satisfactory documentation indicating calculation of SprintCom's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part. Owner shall deliver a copy of any tax bill or notice of reassessment to SprintCom within five (5) days of Owner's receipt of the same. SprintCom shall have the right, at its own expense, and, if necessary, in the name of but without expense to Owner, to contest, by appropriate proceedings, conducted with due diligence and in good faith, the validity of the amount of taxes or reassessment, as applicable, to the Site.

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

18. Maintenance. SprintCom will be responsible for repairing and maintaining the PCS system and any other improvements installed by

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

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by SprintCom, Owner agrees promptly to execute and deliver to SprintCom a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

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

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

Attach Exhibit A - Site Description

Attach Exhibit B - Memorandum of PCS Site Agreement

OWNER: Provena/Fox Knoll
By: Sister Dorothy Brennan, RSM
Its: Executive Director
S.S./Tax No.: _____
Address: 421 North Lake Street, Aurora, IL 60506
 See Exhibit A1 for continuation of Owner signatures
Date: January 23, 1998

SPRINTCOM, INC. a Kansas corporation
By: James J. Murphy
Its: Area Manager
Date: 2/3/98

Site Name Fox Knoll

PCS Site Agreement

Site I. D. 689D

Site Description

Site situated in the City of Aurora, County of Kane, State of Illinois, commonly described as follows:

Legal Description:

PARCEL 2:

LOT 4 (EXCEPT THE NORTHEASTERLY 54 FEET) AND LOT 5 IN BLOCK 20 OF WILDER'S AMENDED ADDITION TO AURORA, COMPLETED, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 3:

LOT 11 OF THE OWNER'S SUBDIVISION OF LOTS 3, 4 AND 5, PARTS OF LOTS 6, 9 AND 10 IN MCINHILL'S ADDITION TO AURORA AND PARTS OF LOTS 6, 7 AND 11 IN NORTE WEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, OF THE ASSESSOR'S MAP FOR THE YEAR 1885 AND PART OF LOT 3 IN BLOCK 20 OF WILDER'S AMENDED ADDITION TO WEST AURORA, COMPLETED, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

Legal Description Continued

Sketch of Site: See Attached

Commonly Known As: 421 North Lake Street, Aurora, IL 60506

Permanent Real Estate Index Number: 15-22-128-009 to -013, 15-22-128-015, 15-22-128-017 and -018

Owner Initials *sdh*

SprintCom Initials *JJM*

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

Exhibit A

PARCEL 1:

LOTS 1 AND 2 IN BLOCK 20 OF WILDER'S AMENDED ADDITION TO AURORA, COMPLETED; THE SOUTHERLY 10 FEET OF LOT 6; ALL LOTS 7 AND 8 AND PART OF LOT 10 OF MCINSILL'S ADDITION TO AURORA; LOTS 3, 4, 5, 6, 7, 8 AND 10 OF OWNER'S SUBDIVISION OF LOTS 3, 4 AND 5 AND PARTS OF LOTS 6, 9 AND 10 IN MCINEILL'S ADDITION TO AURORA AND PARTS OF LOTS 6, 7 AND 11 IN THE NORTH WEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, OF THE ASSESSOR'S MAP FOR THE YEAR 1885 AND PART OF LOT 3 IN BLOCK 20 OF WILDER'S AMENDED ADDITION TO WEST AURORA, COMPLETED; AND PART OF THE NORTH WEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL OF THE FOREGOING DESCRIBED . . . FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF ELM STREET WITH THE EASTERLY LINE OF NORTH LAKE STREET AS NOW ESTABLISHED AND LOCATED; THENCE NORTH 32 DEGREES, 27 MINUTES, 09 SECONDS EAST ALONG SAID EASTERLY LINE OF NORTH LAKE STREET 526.70 FEET TO THE NORTH WEST CORNER OF LOT 3 OF SAID OWNER'S SUBDIVISION; THENCE SOUTH 76 DEGREES, 48 MINUTES, 53 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 3, 146.00 FEET; THENCE SOUTH 65 DEGREES, 42 MINUTES, 15 SECONDS EAST ALONG THE NORTHERLY LINE OF LOTS 3 AND 4 OF SAID OWNER'S SUBDIVISION, 52.52 FEET TO THE WESTERLY LINE OF LOT 1 OF SAID OWNER'S SUBDIVISION; THENCE SOUTH 22 DEGREES, 02 MINUTES, 20 SECONDS WEST ALONG SAID WESTERLY LINE 261.30 FEET TO THE SOUTH WEST CORNER OF SAID LOT 1; THENCE SOUTH 65 DEGREES, 46 MINUTES, 23 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOT 1, 171.01 FEET TO THE SOUTH EAST CORNER OF SAID LOT 1; THENCE SOUTH 32 DEGREES, 12 MINUTES, 37 SECONDS WEST ALONG THE EASTERLY LINE OF LOT 3 OF SAID OWNER'S SUBDIVISION, 96.90 FEET TO THE SOUTH EAST CORNER THEREOF; THENCE NORTH 83 DEGREES, 29 MINUTES, 23 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 8, 44.50 FEET TO THE SOUTH WEST CORNER THEREOF; THENCE SOUTH 32 DEGREES, 12 MINUTES, 37 SECONDS WEST ALONG THE EASTERLY LINE OF LOT 10 OF SAID OWNER'S SUBDIVISION, 8 FEET TO THE SOUTHEASTERLY CORNER THEREOF; THENCE NORTH 57 DEGREES, 08 MINUTES, 23 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 10, 119.45 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE SOUTH 32 DEGREES, 12 MINUTES, 37 SECONDS WEST ALONG THE WESTERLY LINE OF LOT 11 OF SAID OWNER'S SUBDIVISION AND SAID LINE EXTENDED, 231.00 FEET TO THE NORTHERLY LINE OF ELM STREET; THENCE NORTH 57 DEGREES, 08 MINUTES, 23 SECONDS WEST ALONG SAID NORTHERLY LINE 247.80 FEET TO THE POINT OF BEGINNING; IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

USE SAME TYPE AS ON BLDG. 1

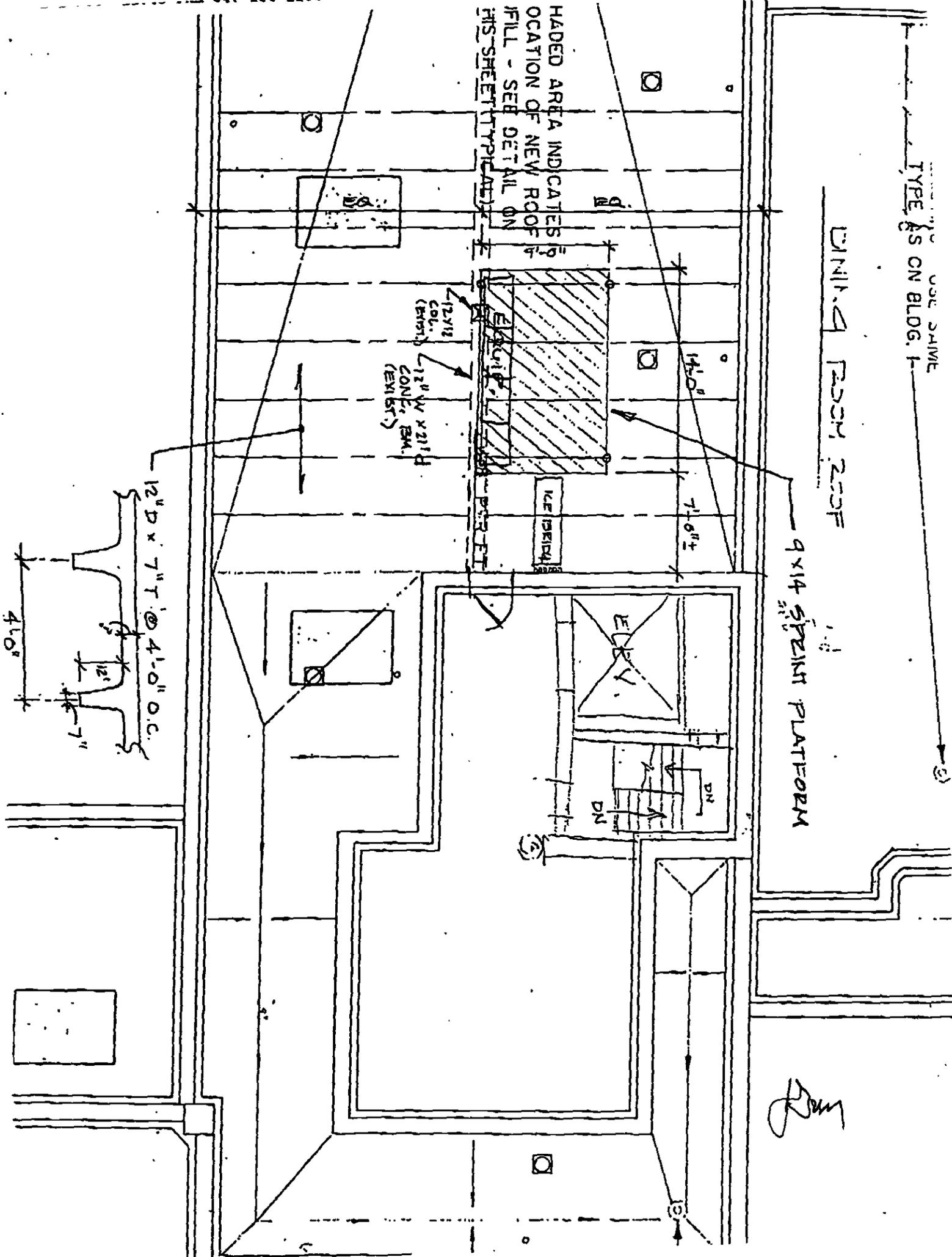
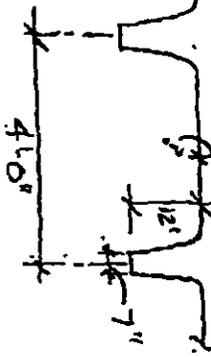
DINING ROOM ROOF

9'x14' SPIRIT PLATFORM

HADED AREA INDICATES LOCATION OF NEW ROOF FILL - SEE DETAIL ON THIS SHEET (TYPICAL)

12"x12" COL. (EXIST.)
12"x12" W x 21" D CONC. BM. (EXIST.)

12" D x 7" T @ 4'-0" O.C.



Handwritten signature or initials

OWNER NOTARY BLOCK:

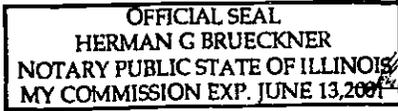
STATE OF Illinois

COUNTY OF Glenn

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Provena Fofkhol, an Illinois corporation, by Sister Dorothy Burns its Executive Director, who acknowledged that s/he did sign the foregoing instrument and that the same is the free act and deed of said corporation and her/his free act and deed personally and as such officer.

23 IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Aurora, IL this day of Jan, 1998.

My commission expires:



[Handwritten Signature]

Notary Public

STATE OF _____

COUNTY OF _____

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named _____, partner (or agent) on behalf of _____ a partnership, who acknowledged that s/he did sign the foregoing instrument and that the same is the free act and deed of said partnership and her/his free act and deed personally and as such partner (or agent).

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____ this day of _____, 199__.

My commission expires:

Notary Public

SPRINTCOM, INC. NOTARY BLOCK:

STATE OF _____

COUNTY OF _____

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named SprintCom, Inc., a Kansas corporation, by James G. Meyers, its Area Manager, who acknowledged that s/he did sign the foregoing instrument and that the same is the free act and deed of said corporation and her/his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____
this _____ day of _____, 1997.

My commission expires:

Notary Public

(The Above Space for Recorder's Use Only)

**RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:**

Sprint Spectrum L.P., a Delaware limited partnership
9801 West Higgins Road, 2nd Floor
Rosemont, IL 60018

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "ND & A Agreement") is made and entered into this the _____ day of _____, 199__ by and between SprintCom, Inc., a Kansas corporation ("SprintCom"), and American National Bank and Trust Company of Chicago ("Lender"), and Provena/Fox Knoll ("Owner").

RECITALS:

WHEREAS, Owner, as landlord, and SprintCom, as tenant, executed a **PCS Site Agreement** dated as of February 3, 1998, and any amendments thereto (the "Agreement"), a memorandum of which may be recorded simultaneously herewith, covering a certain premises therein described located on a parcel of real estate, a legal description of which is attached hereto and incorporated herein by this reference as **Exhibit A** (said parcel of real estate and the premises being sometimes collectively referred to herein and within the Agreement as the "Site") together with a non-exclusive easement for reasonable access thereto and to the appropriate source of electric and telephone facilities; and

WHEREAS, Owner has executed a Mortgage (the "Mortgage") dated November 1 1994 and recorded on November 14, 1994 at Book _____, Page _____, of the _____ Records of Kane County, Illinois in favor of Lender, payable upon the terms and conditions described therein; and

WHEREAS, it is a condition to the Mortgage that the Mortgage may unconditionally be and remain at all times a lien or charge upon the Site, prior and superior to the Agreement and to the leasehold estate created thereby; and

Non-Disturbance & Attornment Agreement

Revised as of 5/19/97

Any Substantive Changes to this Document
must be approved by the SPRINTCOM Legal Department

WHEREAS, the parties hereto desire to assure SprintCom's possession and control of the Site under the Agreement upon the terms and conditions therein contained;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties hereto, the parties hereto do hereby agree as follows:

NON-DISTURBANCE AND ATTORNMENT AGREEMENT:

1. The Agreement is and shall be subject and subordinate to the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to all future advances made thereunder.
2. Should Lender become the owner of the Site, or should the Site be sold by reason of foreclosure, or other proceedings brought to enforce the Mortgage which encumbers the Site, or should the Site be transferred by deed in lieu of foreclosure, or should any portion of the Site be sold under a trustee's sale, the Agreement shall continue in full force and effect as a direct agreement between the then owner of the Site covered by the Mortgage and SprintCom upon, and subject to, all of the terms, covenants and conditions of the Agreement for the balance of the term thereof remaining, including any extensions therein provided. SprintCom does hereby agree to attorn to Lender or to any such owner as its landlord, and Lender hereby agrees that it will accept such attornment.
3. Following such attornment, SprintCom shall retain full rights of access to the site and to the quiet and peaceful possession and enjoyment of the Site throughout the term of the Agreement so long as SprintCom is not in default beyond the expiration of any cure period. SprintCom shall continue to have the right, at its sole cost and expense, to make such improvements on the Site from time to time as it deems necessary or desirable for the operation of a PCS facility.
4. Notwithstanding any other provision of this ND & A Agreement, Lender shall not be (a) liable for any default of any landlord under the Agreement (including Owner), except that Lender agrees to cure any default of Owner that is continuing as of the date Lender forecloses the Site within thirty (30) days from the date SprintCom delivers written notice to Lender of such continuing default, unless such default is of such a nature to reasonably require more than thirty (30) days to cure and then Lender shall be permitted such additional time as is reasonably necessary to effect such cure, provided Lender diligently and continuously proceeds to cure such default; (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure, unless SprintCom shall have delivered to Lender written notice of the default which gave rise to such offset or defense and permitted Lender the same right to cure such default as permitted Owner under the Agreement; (c) bound by any amendment or modification of the Agreement hereafter made without Lender's prior written consent; and (d) responsible for the return of any security deposit delivered to Owner under the Agreement and not subsequently received by Lender.
5. If Lender sends written notice to SprintCom to direct its rent payments under the Agreement to Lender instead of Owner, then SprintCom agrees to follow the instructions set forth in such written instructions and from that time forward deliver rent payments to Lender; however, Owner and Lender agree that SprintCom shall be credited under the Agreement for any rent payments sent to Lender pursuant to such written notice.
6. All notices which may or are required to be sent under this ND & A Agreement shall be in writing and shall be delivered in person or sent by certified or registered U.S. mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier, and sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice given as set forth above:

SprintCom:

SprintCom, Inc.
2330 Shawnee Mission Parkway
Westwood, Kansas 66205
Attention: _____

with a copy to:

SprintCom, Inc.
2330 Shawnee Mission Parkway
Westwood, Kansas 66205

Non-Disturbance & Attornment Agreement

Revised as of 5/19/97

Any Substantive Changes to this Document
must be approved by the SPRINTCOM Legal Department

Attention: Legal Department

with a copy to:

Sprint Spectrum L.P.
9801 West Higgins Road, 2nd Floor
Rosemont, IL 60018
Attention: Property Department

Lender:

American National Bank and Trust Company of Chicago
33 North LaSalle Street
Chicago, IL 60609
Attention: Corporate Trust Division

All notices delivered as set forth about shall be deemed effective upon delivery if such notice is delivered in person, three (3) days from the date deposited in the U.S. mail if sent by certified or registered U.S. mail, or one (1) day from the date sent if sent by nationally recognized overnight courier.

7. Said Mortgage shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof of SprintCom's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Site. Neither Lender, or any other such party attorned to as landlord, shall have rights to unsupervised access to the Site. In the event the Site or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of the Agreement.

8. This ND & A Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Site secured by the Mortgage.

9. Should any action or proceeding be commenced to enforce any of the provisions of this ND & A Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain its reasonable costs and expenses, not limited to taxable costs and reasonable attorney's fees.

10. SprintCom shall not be enjoined as a party/defendant in any action or proceeding which may be instituted or taken by reason or under any default by Owner in the performance of the terms, covenants, conditions and agreements set forth in the Mortgage.

11. The validity, construction and performance of this ND & A Agreement will be governed by and interpreted in accordance with the laws of the state in which the Site is located.

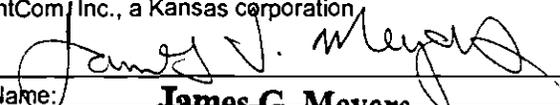
IN WITNESS WHEREOF, the parties hereto have caused this Non-Disturbance Agreement to be executed as of the day and year first above written.

LENDER:

American National Bank and Trust Company of Chicago

By: _____
Name: _____
Title: _____

SPRINTCOM:

SprintCom, Inc., a Kansas corporation
By: 
Name: James G. Meyers
Revised as of 5/19/97

Non-Disturbance & Attornment Agreement

Any Substantive Changes to this Document
must be approved by the SPRINTCOM Legal Department

Area Manager

Title: Administrator
OWNER:

Provena/Fox Knoll

By: Sister Dorothy Burns, R.N.
Name: Sister Dorothy Burns, R.N.
Title: Administrator

EXHIBIT A

Non-Disturbance and Attornment Agreement
Property/Site Description

Site situated in the City of Aurora, County of Kane, State of Illinois, commonly described as

421 North Lake Street and legally described as:

LOTS 1 AND 4 AND PART OF LOTS 2, 3 AND 5 IN BLOCK 20 OF WILDER'S AMENDED ADDITION TO WEST AURORA COMPLETED, LOTS 2, 3, 4, 5, 6, 7, 8, 10 AND 11, IN OWNER'S SUBDIVISION RECORDED JANUARY 7, 1923 AS DOCUMENT 222382, PART OF LOT 6 AND LOTS 7, 8, AND 10 IN MCINHILL'S ADDITION TO AURORA AND ALSO PART OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN ALL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 20, THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF LAKE STREET (ILLINOIS STATE ROUTE NO. 31) 45.0 FEET TO THE NORTHERLY LINE OF ELM STREET AS ESTABLISHED BY DOCUMENT 90K04967 FOR A POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID ELM STREET 83.82 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE FORMING AN ANGLE OF 183 DEGREES 48 MINUTES 51 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 75.17 FEET TO AN ANGLE IN SAID NORTHEASTERLY LINE; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE FORMING AN ANGLE OF 176 DEGREES 11 MINUTES 09 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 207.87 FEET TO THE SOUTHEASTERLY LINE OF SAID BLOCK 20; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 20, 199.0 FEET TO THE SOUTHEAST CORNER OF LOT 8 IN SAID OWNERS SUBDIVISION; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID OWNER'S SUBDIVISION 44.33 FEET TO THE SOUTHEASTERLY CORNER OF LOT 8 IN SAID OWNER'S SUBDIVISION; THENCE NORTHEASTERLY ALONG A SOUTHEASTERLY LINE OF LOT 8 IN SAID OWNER'S SUBDIVISION 96.37 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTHWESTERLY ALONG A NORTHERLY LINE OF LOTS 8 AND 7 IN SAID OWNER'S SUBDIVISION FORMING AN ANGLE OF 80 DEGREES 49 MINUTES 09 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 170.34 FEET TO THE NORTHWEST CORNER OF LOT 7 IN SAID OWNER'S SUBDIVISION; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LOTS 6, 5, AND 4 IN SAID OWNER'S SUBDIVISION FORMING AN ANGLE OF 91 DEGREES 30 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 261.08 FEET TO THE SOUTHEASTERLY CORNER OF LOT 2 IN SAID OWNER'S SUBDIVISION; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LOT 2 IN SAID OWNER'S SUBDIVISION FORMING AN ANGLE OF 178 DEGREES 20 MINUTES 28 SECONDS WITH THE LAST DESCRIBED COURSE MEASURED CLOCKWISE THEREFROM) 90.57 FEET TO THE NORTHEAST CORNER THEREOF; THENCE WESTERLY ALONG A NORTHERLY LINE OF SAID OWNER'S SUBDIVISION FORMING AN ANGLE OF 83 DEGREES 47 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 179.60 FEET TO THE SOUTHEASTERLY LINE OF SAID LAKE STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE 566.10 FEET TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

Owner Initials YWB
SprintCom Initials JSW
Lender Initials _____

Non-Disturbance & Attornment Agreement

Revised as of 5/19/97

Any Substantive Changes to this Document
must be approved by the SPRINTCOM Legal Department

LENDER:
STATE OF _____

COUNTY OF _____

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named _____, a _____ corporation, by _____, its _____, who acknowledged that s/he did sign the foregoing instrument and that the same is the free act and deed of said corporation and her/his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 199__.

My commission expires:

Notary Public

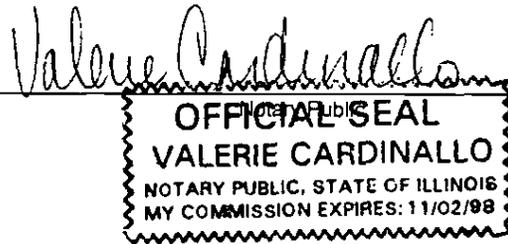
SprintCom:
STATE OF ILLINOIS

COUNTY OF COOK

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named SprintCom, Inc., a Kansas corporation, by JAMES G MEYERS, its AREA MANAGER, who acknowledged that s/he did sign the foregoing instrument and that the same is the free act and deed of said corporation and her/his free act and deed personally and as such officer.

jd IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ROSEMONT, this 20th day of May, 1998

My commission expires: 11/2/98



OWNER:
STATE OF _____

COUNTY OF _____

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named _____, a _____ corporation, by _____, its _____, who acknowledged that s/he did sign the foregoing instrument and that the same is the free act and deed of said corporation and her/his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 199__.

My commission expires:

Notary Public

STATE OF _____

COUNTY OF _____

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named _____, partner (or agent) on behalf of _____, a partnership, who acknowledged that s/he did sign the foregoing instrument and that the same is the free act and deed of said partnership and her/his free act and deed personally and as such partner (or agent).

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 199__.

My commission expires:

Notary Public

STATE OF _____

COUNTY OF _____

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named _____, who acknowledged that he/she/they did sign the foregoing instrument and that same is his/her/their free act and deed personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 199__.

My commission expires:

Notary Public

FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS FIRST AMENDMENT TO PCS SITE AGREEMENT ("Amendment") is made effective as of January 12, 2006 ("Effective Date"), by and between Provena/Fox Knoll, ("Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom").

BACKGROUND

Pursuant to a PCS SITE AGREEMENT dated February 3, 1998 ("Agreement"), Owner leased to SprintCom a certain portion of real property located at 421 NORTH LAKE STREET, City of AURORA, County of KANE, State of ILLINOIS, as more particularly described in Exhibit A to the Agreement ("Site").

Owner and SprintCom desire to amend the Agreement as set forth herein. Words and phrases having a defined meaning in the Agreement have the same respective meanings when used herein unless otherwise expressly stated.

AGREEMENT

The parties agree as follows:

1. **Term.** Section two (2) of the Agreement is amended by adding the following:

Notwithstanding anything set forth in Section two (2) to the contrary, the current Term of the Agreement will expire on February 2, 2006. Commencing on February 3, 2006, the term of this Agreement ("New Initial Term") is sixty (60) months. The Agreement will be automatically renewed for up to five (5) additional terms (each a "Renewal Term") of sixty (60) months each. Each Renewal Term will be deemed automatically exercised without any action by either party unless SprintCom gives written notice of its decision not to exercise any option(s) to Owner before expiration of the then current term.

2. **Rent.** Section three (3) of the Agreement is amended by adding the following:

Notwithstanding anything set forth in Section three (3) to the contrary, effective February 3, 2006, Rent shall be paid in equal monthly installments of Seven Hundred Forty and no/100 dollars (\$740.00), and shall continue during the Term (until increased as set forth herein), partial months to be prorated, in advance. Thereafter, the Rent for each Renewal Term will be increased on the commencement of each Renewal Term by ten percent (10%) of the rental rate in effect for the prior Term.

3. **Termination.** Section eleven (11) of the Agreement is amended by deleting the entire provision and substituting the following provision in its place:

SprintCom may terminate the Agreement at any time and for any or no reason with at least twelve (12) months prior written notice to Owner without further liability. Upon termination, Owner is entitled to retain Rent due under this Agreement until the termination

Owner initials: AS

MD7:50YD 12/6/05 Chente:KK

SprintCom initials: JA

effective date unless such termination is due to Owner's failure to have proper ownership of the Site or authority to enter into this Agreement, or such termination is a result of Owner's default, in which event no Rent will be due."

4. **Notices.** Section six (6) of the Agreement is amended by deleting the entire provision and substituting the following provision in its place:

"All notices, requests, demands or other communications with respect to this Agreement, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered either five (5) business days after being mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested; or the next business day after being deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice.)

Owner: Provena/Fox Knoll
421 North Lake Street
Aurora, IL 60506

SprintCom: SprintCom, Inc.
Sprint Contracts & Performance
Site ID CH03XC689-D
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

with a copy to: Sprint Law Department
Attn: Real Estate Attorney
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020"

5. **Reaffirmation; Intention to be Bound.** Except as provided in this Amendment, each and every term, condition and agreement contained in the Agreement will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Agreement are true and accurate as of the Effective Date. The parties executing this Amendment, on behalf of themselves, their assigns and successors, acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Owner initials: PK

SprintCom initials: JA

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the Effective Date.

Owner:
Provena/Fox Knoll

SprintCom:
SprintCom, Inc., a Kansas corporation

By: Debra Stanko
(please use blue ink)
Printed Name: DEBRA STANKO
Title: Executive Director
Date: 12-7-05

By: Francine Atkins
Printed Name: FRANCINE ATKINS
Title: Real Estate Mgr II
Date: 1/12/06

Owner initials: DS
MD7:50YD 12/6/05 Chetle:KK

SprintCom initials: FA

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Sprint Contracts & Performance
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

**ATTACHMENT 1
TO
FIRST AMENDMENT TO PCS SITE AGREEMENT**

MEMORANDUM OF AMENDMENT TO PCS SITE AGREEMENT

THIS MEMORANDUM OF AMENDMENT TO PCS SITE AGREEMENT ("Amended Memorandum"), by and between Provena/Fox Knoll ("Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom"), evidences that the lease made and entered into by written PCS SITE AGREEMENT between Owner and SprintCom or SprintCom's affiliate, dated February 3, 1998 ("Agreement"), has been amended by written agreement between the parties (the "Amendment"). SprintCom's records reflect that a Memorandum of Agreement has not been filed of record and that SprintCom has made no other public filings regarding the above-referenced site ("Site"). In the event that any filings of record made by SprintCom are discovered that encumber your title to the Site, SprintCom agrees to cooperate in taking actions necessary to remove the encumbrance.

The Amendment provides in part that Owner leases to SprintCom certain real property owned by Owner and located at 421 NORTH LAKE STREET, City of AURORA, County of KANE, State of ILLINOIS, together with non-exclusive utility and access easements (the "Site"). The Amendment grants SprintCom the option to extend the Agreement for five (5) additional sixty (60) month terms after the expiration of the new initial sixty (60) month term which commenced on February 3, 2006.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Owner initials: 

SprintCom initials: 

IN WITNESS WHEREOF, the parties have executed this Amended Memorandum as of the day and year indicated below.

Owner:
Provena/Fox Knoll

SprintCom:
SprintCom, Inc., a Kansas corporation

By: Debra Stanko
(please use blue ink)
Printed Name: DEBRA STANKO
Title: Executive Director
Date: 12-7-05

By: Francine Atkins
Printed Name: FRANCINE ATKINS
Title: REAL ESTATE MGR II
Date: 1/12/06

Owner initials: DS

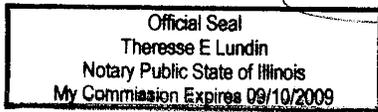
SprintCom initials: FA

OWNER NOTARY BLOCK (please use blue ink)

STATE OF ILLINOIS)
) ss.
COUNTY OF KANE)

The foregoing instrument was (choose one) attested or acknowledged before me this 1st day of DECEMBER, 2005, by Debra Stanko, as Executive Director of **Provena/Fox Knoll**, a Not-for-Profit corporation, on behalf of the corporation.

In witness whereof I hereunto set my hand and official seal.



Therese E Lundin
NOTARY PUBLIC

SprintCom NOTARY BLOCK

Illinois
STATE OF ~~KANSAS~~)
) ss.
COUNTY OF Cook ~~JOHNSON~~)

Acknowledgment by Corporation
Pursuant to Uniform Acknowledgment Act

The foregoing instrument was acknowledged before me this 12th day of JANUARY, 2006, by FRANCINE ATKINS [name], Real Estate Agent II [title], on behalf of SprintCom, Inc., a Kansas corporation.

In witness whereof I hereunto set my hand and official seal.



Sue Morales