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Doc#: 0612834047 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/08/2006 01:52 PM Pg: 1 of 7

This document prepared by:

Jennifer A. Nadolny
Horvath Communications Towers, LLC
401 E. Colfax Ave.
Suite 101
South Bend, IN 46617

ASSIGNMENT AGREEMENT

TC 6071949

Pin: *20-08-221-036

This Assignment Agreement ("Assignment") is made this 1st day of March, 2006 by and between SprintCom, Inc., a Kansas corporation ("Assignor") to HORVATH COMMUNICATIONS TOWERS, LLC, an Indiana limited liability company, as successor by conversion from Horvath Towers, Inc., ("Assignee").

WHEREAS, on 2/13/2004, Deborah Crow Trust, as lessor, and Assignor, as lessee, entered into the PCS Site Agreement attached hereto as Schedule 1 ("Lease") covering the real property described in Schedule 1; and

WHEREAS, Assignor has agreed to assign to Assignee the leasehold estate created under the Lease in favor of Assignor and all other rights under the Lease, as well as assign to Assignee other rights as hereinafter described, provided Assignee assumes certain obligations under the Lease as hereinafter described.

WITNESSETH:

162

Services, Inc.

629-0085

Assignor, in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, ASSIGN, TRANSFER and SET OVER unto Assignee, its successors and assigns, all of Assignor's right, title and interest under the Lease, including, without limitation, all advanced rents and security deposits accruing thereto and all other rights, easements, titles and options conferred upon Assignor thereby.

Assignor hereby represents and warrants unto Assignee that to the best of the undersigned's actual knowledge without duty of inquiry, Assignor is the lessee under the Lease and has the right to assign, and is hereby assigning, the leasehold estate free and clear of any and all encumbrances, subject only to the terms of the Lease, matters of public record, and any encumbrances disclosed in any title commitment previously delivered to Assignee by Assignor; that Assignor has delivered all notices to the lessor under the Lease that are required to be given as a condition of assignment; that Assignor has not executed or granted any modifications to, or extensions whatsoever of, the Lease; that the Lease is valid and subsisting and in full force and

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effect; and that, there are no defaults now existing under the Lease and no event has occurred and no condition exists which with the passage of time or the giving of notice, or both, would constitute such a default.

Assignee hereby expressly assumes and agrees to assume the obligations and liabilities of Assignor under the Lease, save and except for liabilities and obligations accruing prior to the date hereof or arising out of or related to any act, fact, occurrence, omission, statement, representation or warranty occurring prior to the date hereof.

Assignee agrees that it will indemnify and hold Assignor harmless from and against any and all losses, costs, expenses (Including reasonable attorneys' fees), liability, claims, demands, actions and judgments of every kind and character (Collectively, "Claims") suffered by, recovered from or asserted against Assignor on account of any obligation of the lessee under the Lease.

Assignor, in consideration of good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, ASSIGN, TRANSFER and SET OVER unto Assignee, its successors and assigns, all of Assignor's right, title and interest, if any, in and to permits, surveys, studies, and reports related to the Lease and the area leased pursuant to the Lease, and all other rights conferred upon Assignor thereby, if and to the extent same are assignable. Assignee understands and agrees that if additional permits or consents are required for Assignee's use, Assignee shall obtain same at Assignee's sole cost and expense.

The covenants and representations contained herein shall bind and inure to the benefit of Assignor and Assignee and their respective successor and assigns.

This Assignment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

If the consent of the Ground Lessor to this Assignment is required it is attached hereto as Schedule 2 to this Assignment Agreement.

This Assignment shall be controlled by and construed in accordance with the laws of the state where the real property described in the Lease is located

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE IMMEDIATELY FOLLOWS.]

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IN WITNESS WHEREOF, this Assignment is executed effective as of the date first above written.

ASSIGNOR:

SprintCom, Inc., a Kansas corporation

By: Shannon Nichols

Name: Shannon Nichols

Title: Sr. Site Development Manager

WITNESSES:

Johanna D. DeMarr

[Signature]

STATE OF Illinois

COUNTY OF Cook) SS:

On 2/17/06, before me, FRANCINE ATKINS, a Notary Public, Shannon Nichols personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity for SprintCom, Inc., a Kansas corporation, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

Francine Atkins

Signature of Notary

FRANCINE ATKINS

Printed Name of Notary

Notary Public in and for the State of Illinois

My commission expires: 4/2/06



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ASSIGNEE:

HORVATH COMMUNICATIONS TOWERS,
LLC, an Indiana limited liability company,
as Successor by conversion from Horvath
Towers, Inc.

WITNESSES:

By: [Signature]
Name: William E. Orzel
Title: Chief mgr

STATE OF Indiana SS:
COUNTY OF St. Joseph

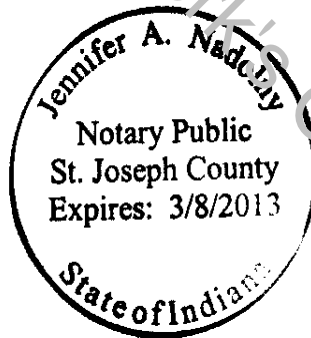
On 3/1/06, before me, Jennifer A. Nadolny, a
Notary Public, William Orzel personally appeared, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed the same in his/her
authorized capacity for Horvath Communications Towers, LLC, an Indiana limited liability
company and that by his/her signature on the instrument, the entity upon behalf of which the
person acted, executed the instrument.

[Signature]
Signature of Notary

Jennifer A. Nadolny
Printed Name of Notary

Notary Public in and for the State of Indiana

My commission expires: 3/8/2013



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SITE AGREEMENT

Site Name: Halsted Currency Exchange

Sprint PCS Site ID #: CH60XC247 B

1. Premises and Use. Owner leases to SprintCom, Inc., a Kansas Corporation ("Sprint PCS"), the site described below [*Check all appropriate boxes*]:

- Land consisting of approximately 1250 square feet upon which Sprint PCS will construct its
- base station equipment and antenna support structure:
- Building interior space consisting of approximately _____ square feet for placement of base station equipment:
- Building exterior space consisting of approximately _____ square feet for placement of base station equipment:
- Building exterior space for attachment of antennas:
- Tower space between the _____ foot and _____ foot level on the tower for attachment of antennas:

as well as space required for cable runs to connect its equipment and antennas in the location(s) shown on Exhibit A, attached hereto, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities, in the discretion of Sprint PCS (the "Site"). The Site will be used by Sprint PCS for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a communications service facility, including, without limitation, antenna and base station equipment, cable, wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna support structure (the "Facilities"). Sprint PCS will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants, if any. Sprint PCS will have unrestricted 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 that both Owner and Sprint PCS have executed this Agreement ("Lease Commencement Date"). THIS AGREEMENT WILL BE AUTOMATICALLY RENEWED FOR 1 ADDITIONAL TERM OF 5 YEARS EACH (EACH A "RENEWAL TERM") UNLESS SPRINT PCS PROVIDES OWNER WITH NOTICE OF ITS INTENTION NOT TO RENEW NOT LESS THAN 90 DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM.

3. Rent. Until the date which is 60 days after the issuance of a building permit, or if no building permit is required, the date that is 60 days after the date Sprint PCS commences installation of the Facilities at the Site ("Rent Commencement Date"), rent will be a one-time aggregate payment of \$100, the receipt of which Owner acknowledges. Thereafter, rent will be paid in advance in equal monthly installments of \$ 1,000.00 (until increased as set forth herein), partial months to be prorated. Rent for each Renewal Term will be increased on the anniversary of the Lease Commencement Date to an amount equal to 11% of the rental rate in effect for the prior Term. Notwithstanding anything contained in this Section, Sprint PCS' obligation to pay rent is contingent upon Sprint PCS' receipt of a W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner.

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

5. Assignment/Subletting. Sprint PCS will have the right to sublease the Site 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 Sprint PCS are to be sent to: National Lease Management Group, 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, Kansas 66251-2650, with a copy to: Sprint Law Department, 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2020, Overland Park, Kansas 66251-2020, Attn.: Sprint PCS Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

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

8. Compliance with Laws. Owner represents and warrants to Sprint PCS 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. Sprint PCS will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. Sprint PCS will resolve technical interference problems with other equipment located at the Site on the Lease Commencement Date or any equipment that becomes attached to the Site at any future date when Sprint PCS desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any equipment after the Lease Commencement Date that: (a) results in technical interference problems with the Facilities; or (b) encroaches onto the Site.

10. Utilities. Owner represents and warrants to Sprint PCS that all utilities adequate for Sprint PCS' use of the Site are available at or near the Site. Sprint PCS will pay for all utilities used by it at the Site. Owner will cooperate with Sprint PCS in Sprint PCS' efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement(s) or other instrument(s) reasonably required by the utility company. If there is a loss of electrical service at the Site, Sprint PCS may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or the property adjacent to the Site at the location depicted in Exhibit A.

11. Termination. Notwithstanding any provision contained in this Agreement, Sprint PCS may, in Sprint PCS' sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering prior written notice to Owner.

12. Default. If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law or in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot 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 the 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Subject to Section 17 hereof, Owner and Sprint PCS each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims

Site Name: Halsted Currency Exchange

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Sprint PCS Site ID #: CH60XC247 B

arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section will survive termination of this Agreement.

14. Hazardous Substances. Owner represents and warrants to Sprint PCS that it has no knowledge of any substance, chemical or waste on the Site that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation. Sprint PCS will not introduce or use any Substance on the Site in violation of any applicable law. Owner will have sole responsibility for the identification, investigation, monitoring and remediation and/or cleanup of any Substance discovered at the Site unless the presence or release of the Substance is caused by the activities of Sprint PCS.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Lease Commencement Date. Promptly after this Agreement is fully executed, however, Owner will obtain a non-disturbance agreement in a form reasonably acceptable to Sprint PCS from the holder of any mortgage or deed of trust.

16. Property Taxes. Sprint PCS will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the Facilities on the Site. Sprint PCS will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by Sprint PCS within 60 days after receipt of satisfactory documentation indicating calculation of Sprint PCS' share of the real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. Sprint PCS 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 after Sprint PCS' receipt of a written request. 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 by subrogation against the other party in connection with any damage covered by the policy.

18. Maintenance. Sprint PCS will be responsible for repairing and maintaining the Facilities and any other improvements installed by Sprint PCS at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse Sprint PCS for the reasonable costs incurred by Sprint PCS 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) Owner agrees to promptly execute and deliver to Sprint PCS a recordable Memorandum of Agreement in the form of Exhibit B, attached hereto; (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 the 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 will not be binding on either party until and unless it is fully executed by both parties.

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

OWNER: Deborah Crowe, or her successor(s), Trustee under the Deborah Crowe Trust Agreement dated May 20, 2003

By: Deborah Crowe 1-22-2004

Name: Deborah Crowe

Title: Trustee

Taxpayer ID: 350-28-5633

Address: 8529 South Ashland Avenue
Chicago, Illinois 60620

Date: _____

 See Exhibit A1 for continuation of Owner signatures

SPRINT PCS:

SprintCom, Inc., a Kansas Corporation

By: Brian C. KooymanName: Brian C. KooymanTitle: Manager, OutsourcingDate: 2/13/04

Attach Exhibit A - Site Description

Attach Exhibit B - Memorandum of Agreement Form

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Site Name: Halsted Currency Exchange

Sprint PCS Site ID #: CH60XC247 B

EXHIBIT A TO SITE AGREEMENT

Site Description

Site located at 504^{1/2} South Halsted Street, situated in the City of Chicago, County of Cook, State of Illinois commonly described as follows:

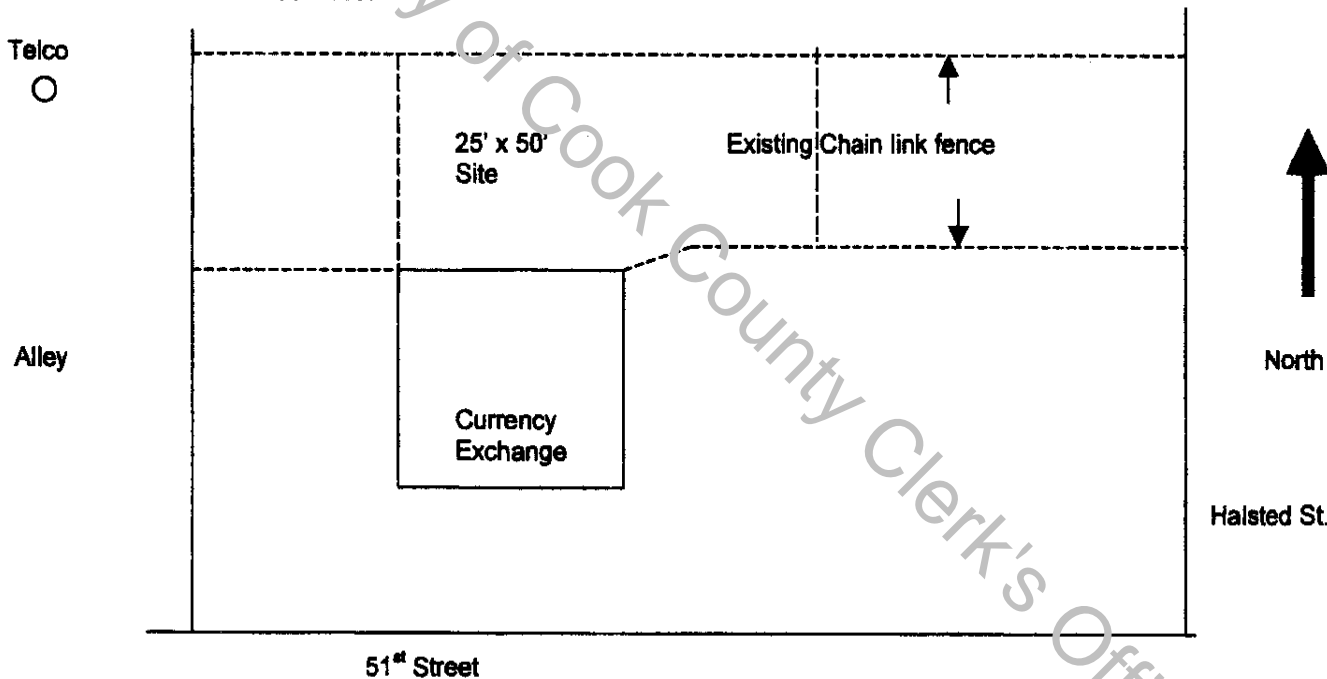
Insert Legal Description:

Lots 5 to 10, both inclusive in Block 6 in Library Subdivision in the Northeast 1/4 of Section 8, Township 38 North, range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN 20-08-221-036-0000, Lot 5 only

Insert Site Plan:

Power is 200' north or 100' West



Owner Initials: *MC*

Sprint PCS Initials: *[Signature]*

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

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

Return to:
Nationwide Appraisal Services Corp
Southpointe Plaza II, #300
380 Southpointe Blvd.
Canonsburg, PA 15317