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Doc#: 0703610030 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/05/2007 11:04 AM Pg: 1 of 6

RECORD AND RETURN TO
CENTRAL PROPERTY SEARCH
8 LAWN AVENUE SUITE 200
MORRISTOWN, PA 19403
379632-R



DEPARTED BY:
STEWART TITLE GUARANTY-NTS
Shirley Arnold
1980 Post Oak Blvd, Suite 610
Houston, TX 77056

Brookfield
B.U. #816896

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum"), being made this 14th day of September, 2006, by and between **FIRST NATIONAL BANK OF LAGRANGE**, as **Trustee under Trust Agreement dated November 15, 1986 and known as Trust Number 2694**, ("Landlord") having a mailing address of **605 Anderson Drive, Romeoville, Illinois 60446** and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company ("Tenant") with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Power Equipment Leasing Company, Inc. and Chicago SMSA Limited Partnership ("Chicago SMSA") entered into an Option and Lease Agreement dated May 17, 1984, as amended May 24, 1994 ("Lease") a Memorandum of which is recorded at No. 27195954 for property located at 111 North Kemman in the City of LaGrange, County of Cook, State of Illinois 60525, as identified as parcel Number 18-04-200-040-0000 and recorded in the deed at No. 91169033 ("Property").

2. Power Equipment Leasing Company, Inc. assigned all of its rights, title and interest in the Lease to Landlord by virtue of an Assignment of Option and Lease Agreement dated January 3, 1987 and recorded at No. 87111847.

3. Chicago SMSA assigned all of its rights, title and interest in the Lease to Tenant by virtue of an Assignment and Assumption Agreement dated December 1, 2000 and recorded May 18, 2001 at No. 0010422098.

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4. The Lease has an original term that will terminate on June 19, 2009 ("Original Term") and Landlord and Tenant desire to amend the terms of the Lease to provide for additional terms beyond the Original Term as well as other considerations.

5. Landlord and Tenant entered into a Second Amendment to Option and Lease Agreement dated September 14, 2006 ("Second Amendment") to extend the Lease for six (6) additional five (5) year terms. This extension exceeds the Original Term by thirty (30) years.

6. If, during the Option Period or Lease Term, Landlord receives an offer from any entity (along with any of its affiliates) that owns and operates towers or other facilities for wireless telecommunications or any entity that is in the business of acquiring Landlord's interest in ground lease and said entity desires to acquire any of the following interests in all or a portion of the Leased Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any or all portions of Landlord's interest in this Agreement including but not limited to the Rent or revenue derived herefrom, whether separately or as part of the sale, transfer, grant, assignment, lease or encumbrance of Landlord's Property or other interest in the Lease, or (v) an option to acquire any of the foregoing (any of the foregoing being referred to herein as the "Transferred Interest"), Landlord shall provide written notice to Tenant of said offer ("Landlord's Notice"). Landlord's Notice shall include the prospective buyer's name, the purchase price being offered, the other terms and conditions of the offer, a due diligence period, the proposed closing date and, if a portion of Landlord's Property is to be sold, a description of said portion. Tenant shall have a right of first refusal to purchase, at its election, the Transferred Interest on the terms and conditions as in Landlord's Notice. If the Landlord's Notice is for more than the Leased Premises and Tenant elects to acquire the Transferred Interest, the terms and conditions of said acquisition, including but not limited to the purchase price, shall be the same terms and conditions as in Landlord's Notice but the purchase price shall be pro-rated on an acreage basis. If the Landlord's Notice shall provide for a due diligence period of less than forty-five (45) days, then the due diligence period shall be extended to be forty-five (45) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within fifteen (15) days after Landlord's Notice, Landlord may sell the property described in the Landlord's Notice to such third person in accordance with the terms and conditions of the offer. If Tenant fails or declines to exercise its right of first refusal, then this lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offers to purchase the Leased Premises or Landlord's Property. The Parties hereto acknowledge and agree that this right of first refusal shall only apply to an entity (along with any of its affiliates) that owns and operates towers or other facilities for wireless telecommunications or any entity that is in the business of acquiring Landlord's interest in the Ground Lease, and not to any other entity.

7. The terms, covenants and provisions of the Lease of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

8. This Memorandum does not in any way modify the terms of the Lease or any modification thereof.

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

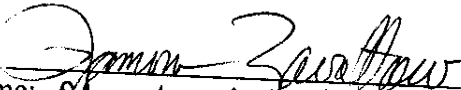
WITNESS:



RIDER ATTACHED HEREBY
EXPRESSLY MADE A PART OF

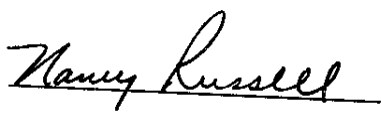
LANDLORD:

**FIRST NATIONAL BANK OF LAGRANGE, as
Trustee under Trust Agreement dated November
15, 1986 and known as Trust Number 2694**

By: 
Name: RAMONA ZAURITTARO
Title: VICE PRESIDENT

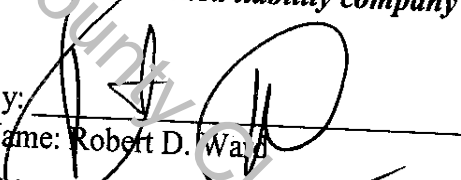
Date: 9-14-06

WITNESS:



LESSEE:

**CROWN CASTLE GT COMPANY LLC,
a Delaware limited liability company**

By: 
Name: Robert D. Ward
Title: President - Midwest Area

Date: 8/14/06

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STATE OF ILLINOIS

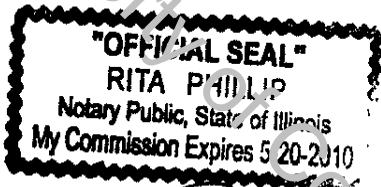
COUNTY OF COOK

)
) SS:
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On this 14th day of Sept, 2006, before me personally appeared RIMONT ZAVATTARO, to me known to be the VICE PRESIDENT for FIRST NATIONAL BANK OF LAGRANGE, as Trustee under Trust Agreement dated November 15, 1986 and known as Trust Number 2694 that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said bank for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)



Rita Phillip
Notary Public RITA PHILLIP

My commission expires 5-20-2010

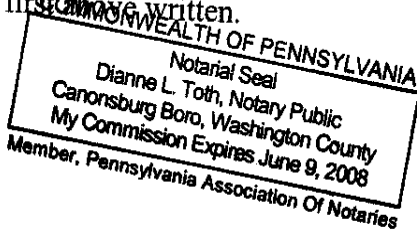
COMMONWEALTH OF Pennsylvania

COUNTY OF Washington) SS:

On this 16 day of August ^{SEPTEMBER} 2006, before me personally appeared Robert D. Ward, to me known to be the President - Midwes. Area for Crown Castle GT Company LLC, a Delaware limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)



Dianne Toth
Notary Public DIANNE L. TOTH

My commission expires 6-9-2008

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EXCULPATORY RIDER

This instrument is executed by the First National Bank of LaGrange as Trustee under the provisions of a Trust Agreement dated 11/15/1986 and known as Trust no. 2694 not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and First National Bank of LaGrange warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding First National Bank of LaGrange, in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the First National Bank of LaGrange on account of any representations, warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or state Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any part to enforce the personal liability of any other party to this instrument.

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EXHIBIT A TO
AMENDMENT TO LEASE
AND
AMENDMENT TO MEMORANDUM OF LEASE

Legal Description of the Leased Premises

Leased Site:

The South 50 feet of the north 75 feet of Lot 53 in Shawmut Avenue addition to La Grange, a subdivision of part of the North half of Section 4, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Non-Exclusive Access Easement Description:

The North 25 feet of Lots 53 and 54 in Shawmut Avenue Addition to La Grange, a subdivision of part of the North half of Section 4, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 111 N. Kemman, LaGrange, Illinois