

UNOFFICIAL COPY



Doc#: 0809803154 Fee: \$124.50
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 04/07/2008 12:12 PM Pg: 1 of 45

Property of Cook County Clerk's Office

Upon Recording, please return to:

Niel Parrish Esq.
Crown Castle
 2090 Corporate Dr.
 Cary, NC 27513

Owner/Lessor: Bank of Ravenswood Trust 257659
 dated 3-17-1986
 Tenant/Lessee: STC Two LLC
 Address: Northbrook, Cook, IL
 Tax Parcel: 04-05-103-020

AFTER RECORDING, PLEASE RETURN TO:
 LandAmerica Comf Lender & Search
 5600 Cox Road
 Richmond, VA 23080

Attn:

AFFIDAVIT OF FACTS RELATING TO LEASEHOLD INTEREST

COMMONWEALTH OF PENNSYLVANIA }
 }
 COUNTY OF WASHINGTON }

Before me, a Notary Public in and for the said County and Commonwealth personally appeared Mark Schrott, Vice President Property Management of **Global Signal Services LLC**, as manager for **Global Signal Acquisitions II LLC**, as attorney in fact for **STC Two LLC**, (hereinafter referred to as the "Undersigned"), who first being sworn says that:

1. The Undersigned is the holder of a certain leasehold interest or other rights in and to certain real property as more particularly described on and evidenced by the Survey attached as Exhibit "A" (hereinafter the "Property").
2. By that certain unrecorded Lease dated June 10, 1986 and amended on May 30, 1996 ("Lease"), **American National Bank & Trust Company of Chicago**, not individually, but solely as successor trustee to **First**

Site Name: F1 205 HUEHL ROAD, Northbrook, 1
 Cook, IL
 BUN: 875514
 Connection No: 11036422

HSP
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Chicago Bank of Ravenwood dated 3-17-1986 and known as **Trust 25-7659** ("Ravenwood Trust") leased the Property to **Safe-T-Guard International, Inc.** ("Safe-T-Guard"). *The description of the Property subject to the lease and described in the Lease is hereby amended and deleted in its entirety and replaced with Exhibit "A" attached hereto and incorporated herein by reference.*

3. By that certain unrecorded PCS Site Agreement dated on or about March 16, 1998 ("PCS Agreement"), **Safe-T-Guard** leased the Property to **SprintCom, Inc.** ("SprintCom"). A true and correct copy of said PCS Agreement is attached hereto marked as Exhibit "B" and made a part hereof.
4. By that certain unrecorded Agreement Regarding Ground Lease dated June 17, 2005 ("Ground Lease"), **SprintCom** assigned all its right, title and interest in and to the Property and the sublease to **Global Signal Inc.** ("Global Signal"). A true and correct copy of said Ground Lease is attached hereto marked as Exhibit "C" and made a part hereof.
5. By that certain unrecorded Master Lease and Sublease Agreement dated May 26, 2005, **STC Two LLC** ("STC") a successor to **SprintCom** subleased the Property to **Global Signal II Acquisitions II LLC** ("Global Signal II") as evidenced by that certain unrecorded Site Designation Supplement to Master Lease and Sublease Agreement ("SDS"), which SDS was recorded on September 30, 2005 at the Recorder's Office of Cook County, Illinois at Instrument No. 0527303025.
6. By that certain Assignment and Assumption of Lease and Site Designation Supplement to Master Lease and Sublease Agreement dated February 28, 2006 ("Assignment"), **Global Signal II**, as assignee of **Global Signal**, assigned all of its right, title and interest in and to the Property to **Global Signal Acquisitions III LLC** ("Global Signal III"), which Assignment was recorded on September 19, 2006 in the Recorder's Office of Cook County, Illinois at Instrument No. 0626217008.
7. Whereas, the undersigned desires to clarify the record chain of leasehold ownership and to provide constructive notice of all matters relating thereto.

NOW THEREFORE, the Undersigned does hereby make this Affidavit attaching hereto, as a part hereof, Exhibits "A" through "C" describing the Property in the subject County to which this Affidavit pertains.

Affiant further sayeth not.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Site Name: F1 205 HUEHL ROAD, Northbrook,
Cook, IL
BUN: 875514
Connection No: 11036422

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Witnesses:

Mary Wrobel

By:

Mark Schrott

Mark Schrott, Vice President, Property Management
Global Signal Services LLC

As Manager For:

Global Signal Acquisitions II LLC

As Attorney in Fact For:

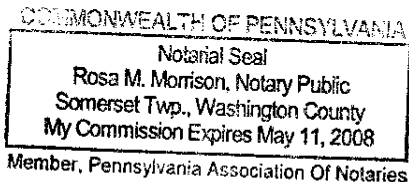
STC Two LLC

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF WASHINGTON

On this 27 day of Feb., 2008, before me, the undersigned, a Notary Public in and for the County and Commonwealth Aforesaid, personally appeared Mark Schrott, Vice President Property Management of Global Signal Services LLC., Vice President Property Management of Global Signal Acquisitions, LLC., to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office, the day and year last above written.

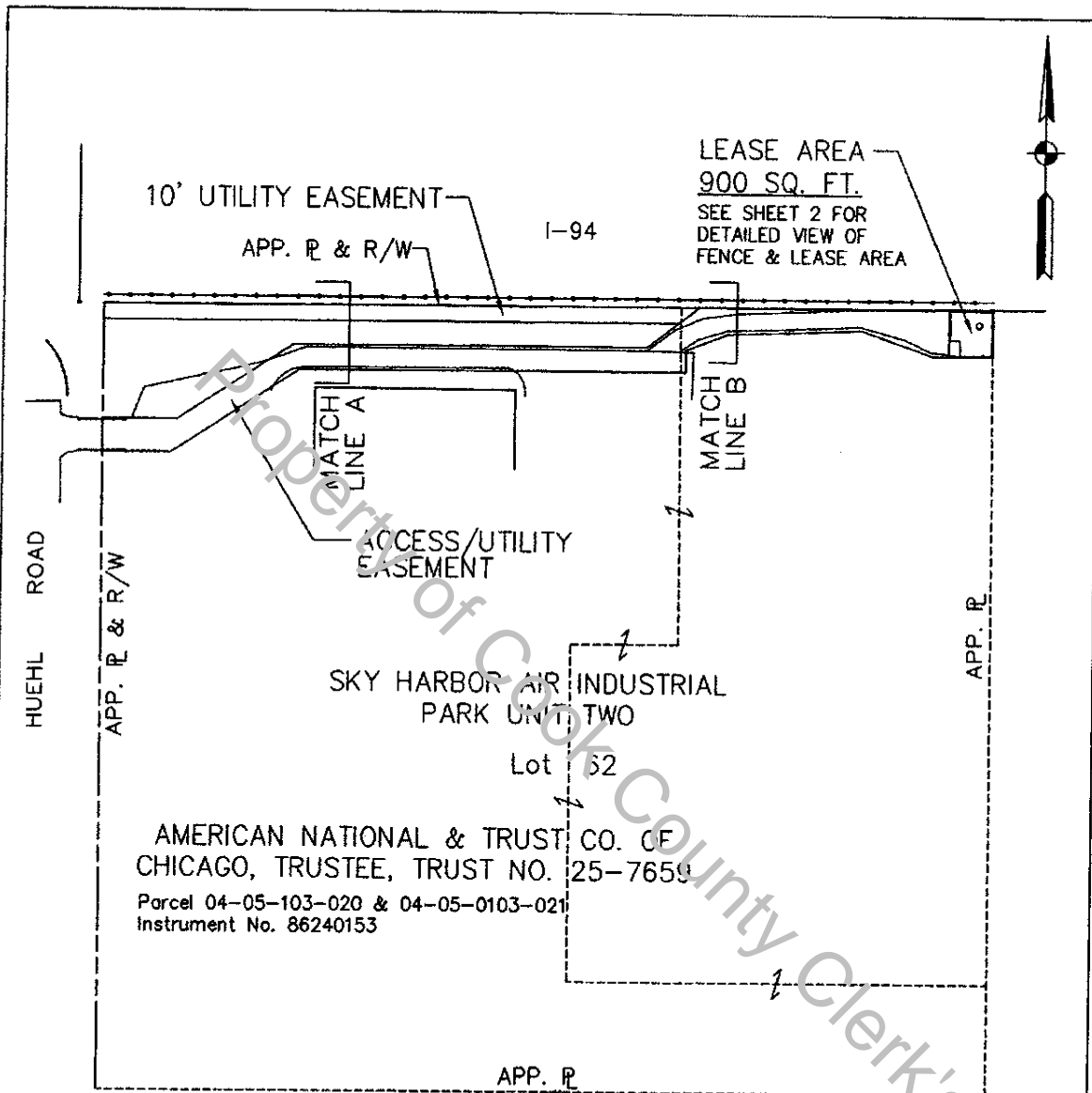


Rosa M. Morrison

Site Name: F1 205 HUEHL ROAD, Northbrook,
Cook, IL
BUN: 875514
Connection No: 11036422

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Exhibit A
(page 1 of 9)



AMERICAN NATIONAL & TRUST CO. OF CHICAGO, TRUSTEE, TRUST NO. 25-7659
Parcel 04-05-103-020 & 04-05-0103-021
Instrument No. 86240153



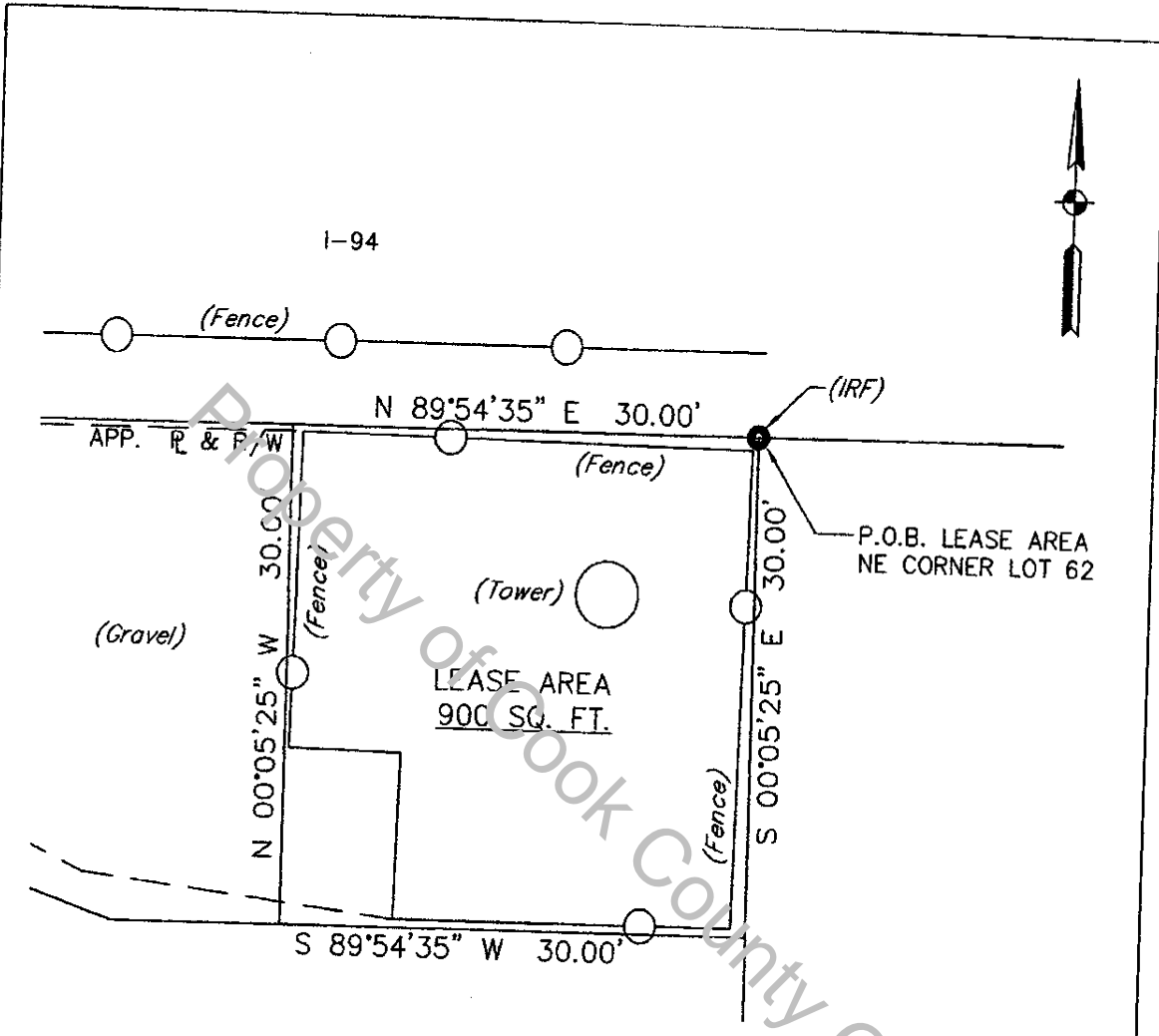
Given under my hand and seal
Andrew O'Connell
Andrew O'Connell
Registered Land Surveyor No. 003451
State of Illinois

PREPARED FOR:
CROWN CASTLE
INTERNATIONAL

 LOCKARD & WHITE <small>TELECOMMUNICATIONS ENGINEERS (201) 443-9208 FAX (201) 443-9224</small>	FIRST GROUP ENGINEERING INC. CONSULTING ENGINEERS <small>6714 W. 74TH STREET INDIANAPOLIS, IN 46278 PH. (317) 290-9549 FAX (317) 290-9550</small>	SITE NAME 205 HUEHL ROAD	SITE ADDRESS: 205 HUEHL ROAD NORTHBROOK, IL. 60062
		SITE NUMBER: BUN 875514	SITE SURVEY SCALE: 1" = 100' SHEET 1 OF 9

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Exhibit A
(page 2 of 9)



SKY HARBOR AIR INDUSTRIAL
PARK UNIT TWO
Lot 62



Given under my hand and seal
[Signature]

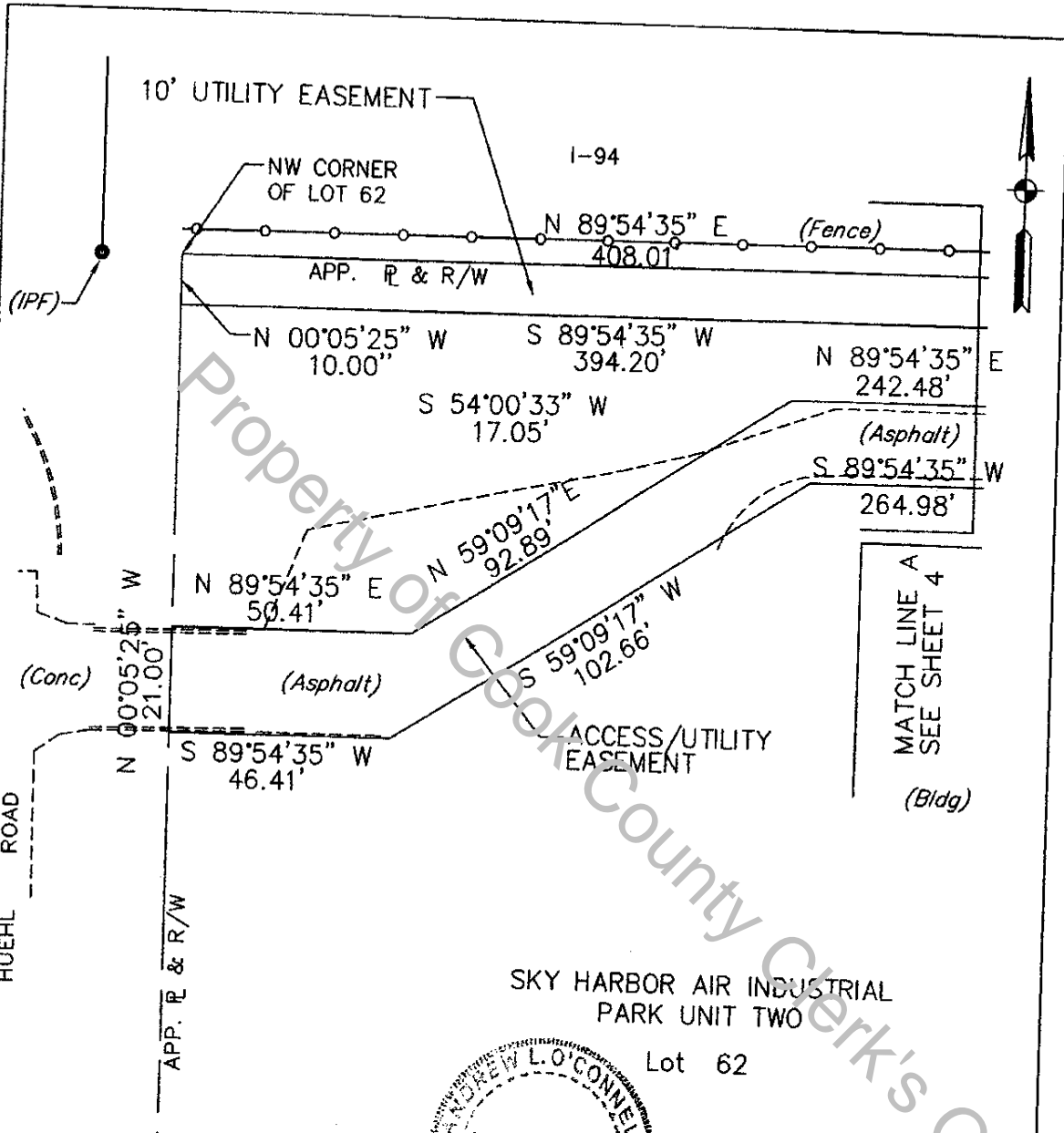
Andrew O'Connell
Registered Land Surveyor No. 003451
State of Illinois



 TELECOMMUNICATIONS ENGINEERS (281) 443-9208 FAX (281)443-9224	FIRST GROUP ENGINEERING INC. CONSULTING ENGINEERS 5714 W. 74TH STREET INDIANAPOLIS, IN 46278 PH. (317) 290-9549 FAX (317) 290-9560	SITE NAME 205 HUEHL ROAD	SITE ADDRESS: 205 HUEHL ROAD NORTHBROOK, IL. 60062
		SITE NUMBER: BUN 875514	SITE SURVEY SCALE: 1" = 10'
		SHEET 2 OF 9	

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Exhibit A
(page 3 of 9)



SKY HARBOR AIR INDUSTRIAL
PARK UNIT TWO
Lot 62



Given under my hand and seal

Andrew O'Connell

Andrew O'Connell
Registered Land Surveyor No. 003451
State of Illinois

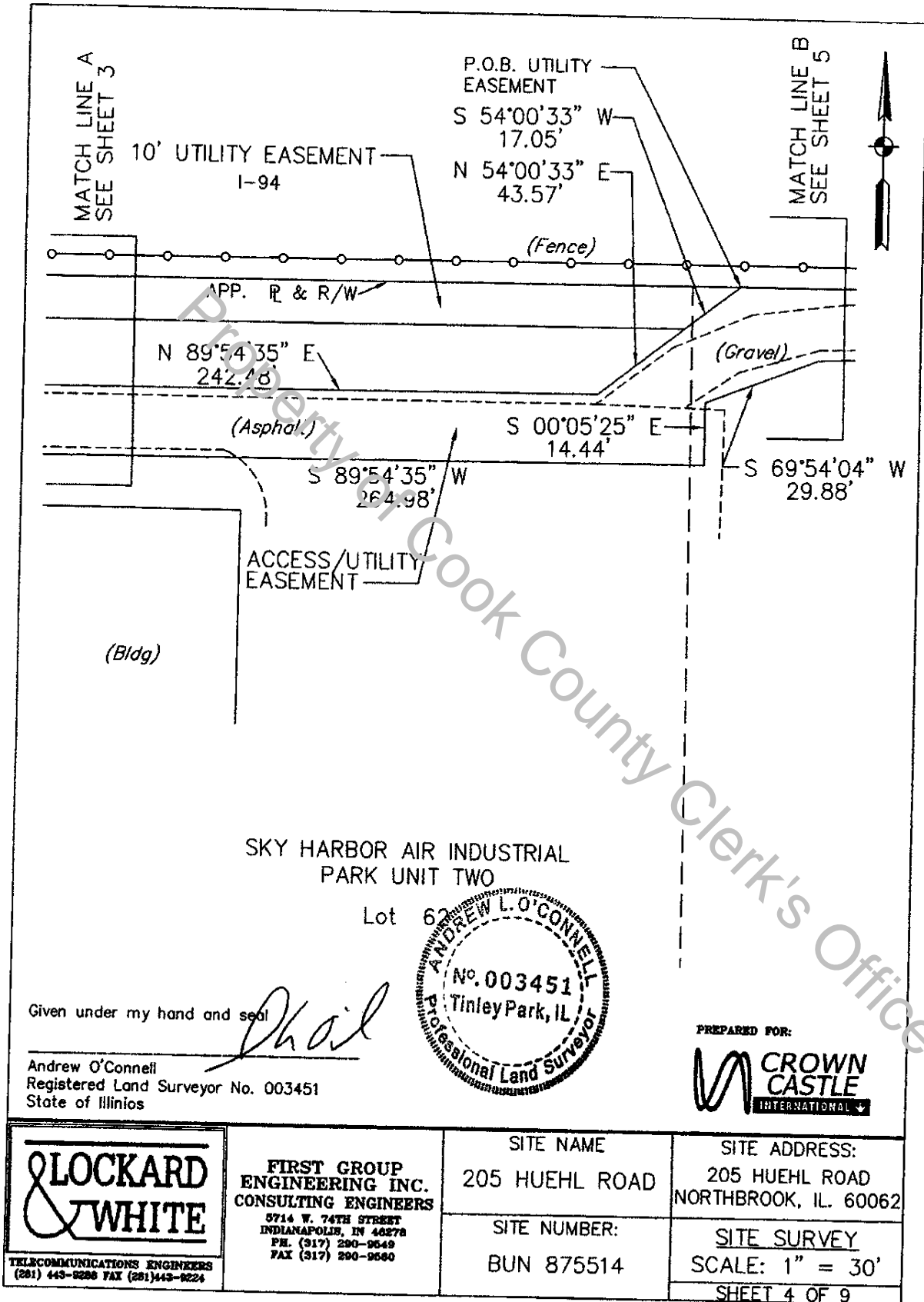
PREPARED FOR:



 TELECOMMUNICATIONS ENGINEERS (261) 445-9268 FAX (261) 445-9224	FIRST GROUP ENGINEERING INC. CONSULTING ENGINEERS 5714 W. 74TH STREET INDIANAPOLIS, IN 46278 PH. (317) 290-9549 FAX (317) 290-9560	SITE NAME	SITE ADDRESS:
		205 HUEHL ROAD	205 HUEHL ROAD NORTHBROOK, IL. 60062
		SITE NUMBER:	SITE SURVEY
		BUN 875514	SCALE: 1" = 30'
		SHEET 3 OF 9	

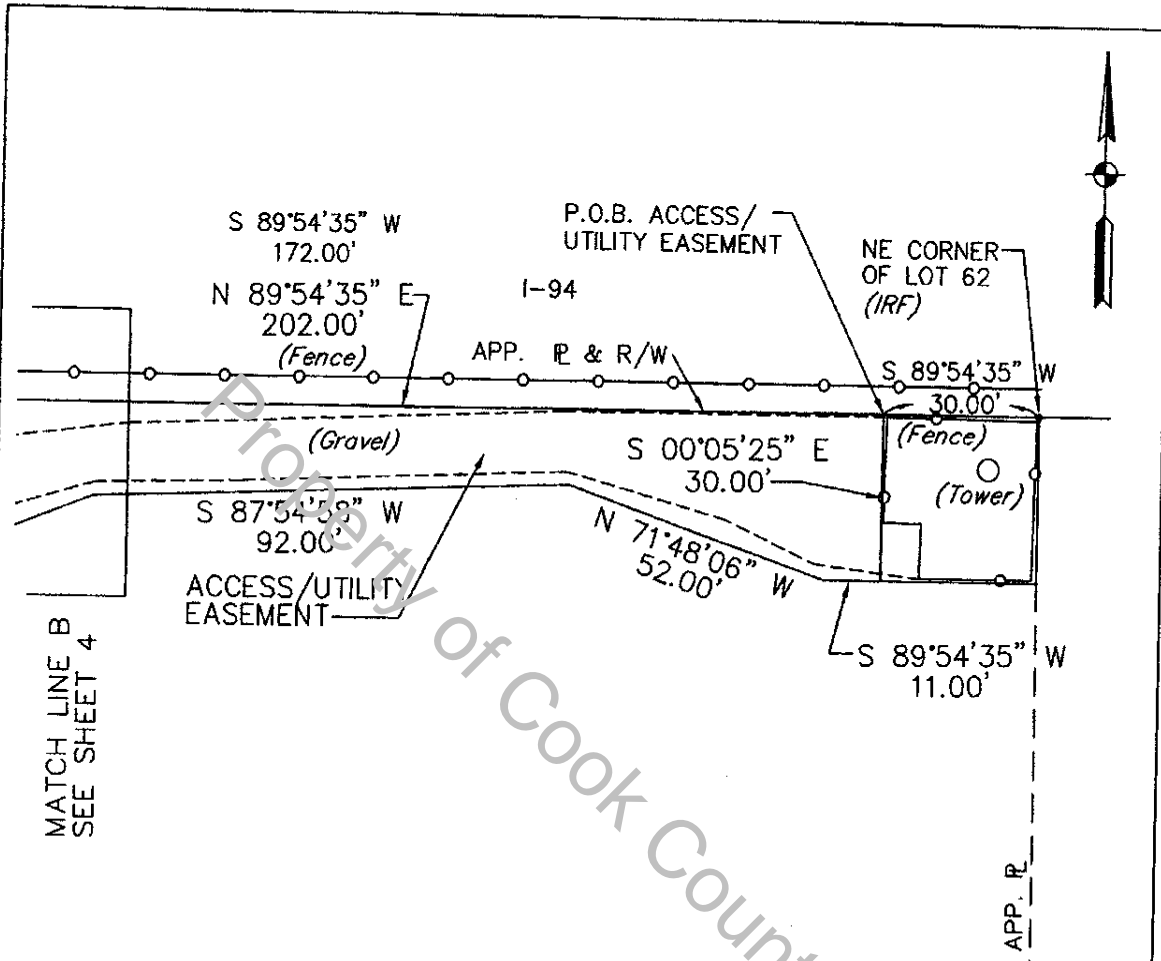
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Exhibit A
(page 4 of 9)



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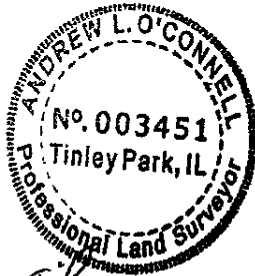
Exhibit A
(page 5 of 9)



MATCH LINE B
SEE SHEET 4

SKY HARBOR AIR INDUSTRIAL
PARK UNIT TWO
Lot 62

- Ⓐ S 00°05'25" E 30.00'
- Ⓑ S 00°05'25" E 10.00'



Given under my hand and seal
Andrew O'Connell
Andrew O'Connell
Registered Land Surveyor No. 003451
State of Illinois



 LOCKARD & WHITE <small>TELECOMMUNICATIONS ENGINEERS (281) 443-8288 FAX (281) 443-8224</small>	FIRST GROUP ENGINEERING INC. CONSULTING ENGINEERS <small>5714 W. 74TH STREET INDIANAPOLIS, IN 46279 PH. (317) 290-9649 FAX (317) 290-9680</small>	SITE NAME	SITE ADDRESS:
		205 HUEHL ROAD	205 HUEHL ROAD NORTHBROOK, IL. 60062
		SITE NUMBER:	SITE SURVEY
		BUN 875514	SCALE: 1" = 30'
			SHEET 5 OF 9

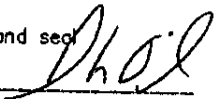
UNOFFICIAL COPYExhibit A
(page 6 of 9)**CERTIFICATION**

I hereby certify that all tower improvements are contained within the described area.

Certified To:

- 1) Crown Castle
2000 Corporate Drive
Canonsburg, PA 15312
- 2) Stewart Title Guaranty Company
1980 Post Oak Blvd. Suite 610
Houston, TX 77056


Given under my hand and seal

Andrew O'Connell
Registered Land Surveyor No. 003451
State of Illinois

This survey was prepared by First Group Engineering, Inc., 5714 W. 74th St, Indianapolis, IN 46278 using features located in the field and information supplied by the client. The information depicted herein was not necessarily created form a title report nor compared with adjoining deeds.

PREPARED FOR:



 LOCKARD & WHITE TELECOMMUNICATIONS ENGINEERS (881) 445-8288 FAX (881) 445-8224	FIRST GROUP ENGINEERING INC. CONSULTING ENGINEERS 5714 W. 74TH STREET INDIANAPOLIS, IN 46278 PH. (317) 290-9549 FAX (317) 290-9560	SITE NAME 205 HUEHL ROAD	SITE ADDRESS: 205 HUEHL ROAD NORTHBROOK, IL. 60062
		SITE NUMBER: BUN 875514	SITE SURVEY SCALE: N.T.S.
		SHEET 6 OF 9	

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Exhibit A
(page 7 of 9)

BUN 875514 (205 Huehl Road)

Sheet 7 of 9

LEASE AREA

A portion of the lands of American National Bank & Trust Co. of Chicago, as described in Instrument No. 86240153 in the Office of the Cook County Recorder, Illinois and being a part of Lot 62 in Sky Harbor Air Industrial Park Unit Two, a subdivision in the Southeast Quarter of the Northwest Quarter of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, more particularly described as follows: Beginning at a found iron rod at the northeast corner of said lot; thence South 00 degrees 05 minutes 25 seconds East 30.00 feet along the east line of said lot; thence South 89 degrees 54 minutes 35 seconds West 30.00 feet; thence North 00 degrees 05 minutes 25 seconds West 30.00 feet to the north line of said lot; thence North 89 degrees 54 minutes 35 seconds East 30.00 feet along said line to the point of beginning, containing 900 square feet, more or less.

Subject to all rights-of-way, easements, and restrictions of record.

PARENT PARCEL TAX I.D. NUMBERS 04-05-103-020 & 14-05-103-021

Given under my hand and seal 18 Oct 57



Andrew O'Connell
Registered Land Surveyor No. 003451
State of Illinois



Clerk's Office

UNOFFICIAL COPYExhibit A
(page 8 of 9)

BUN 875514 (205 Huehl Road)

Sheet 8 of 9

ACCESS EASEMENT

A portion of the lands of American National Bank & Trust Co. of Chicago, as described in Instrument No. 86240153 in the Office of the Cook County Recorder, Illinois and being a part of Lot 62 in Sky Harbor Air Industrial Park Unit Two, a subdivision in the Southeast Quarter of the Northwest Quarter of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, more particularly described as follows: Commencing at a found iron rod at the northeast corner of said lot; thence South 89 degrees 54 minutes 35 seconds West 30.00 feet along the north line of said lot to the point of beginning of this description; thence South 00 degrees 05 minutes 25 seconds East 30.00 feet; thence South 89 degree 54 minutes 35 seconds West 11.00 feet; thence North 01 degrees 48 minutes 06 seconds West 52.00 feet; thence South 87 degrees 54 minutes 58 seconds West 92.00 feet; thence South 69 degrees 54 minutes 04 seconds West 29.88 feet; thence South 00 degrees 05 minutes 25 seconds East 14.44 feet; thence South 89 degrees 54 minutes 35 seconds West 264.98 feet; thence South 59 degrees 09 minutes 17 seconds West 102.66 feet; thence South 89 degree 54 minutes 35 seconds West 46.41 feet to the west line of said lot; thence North 00 degrees 05 minutes 25 seconds West 21.00 feet along said line; thence North 89 degrees 54 minutes 35 seconds East 50.41 feet; thence North 59 degrees 09 minutes 17 seconds East 92.89 feet; thence North 89 degrees 54 minutes 35 seconds East 242.48 feet; thence North 54 degrees 00 minutes 33 seconds East 43.57 feet to the north line of said lot; thence North 89 degrees 54 minutes 35 seconds East 172.00 feet along said line to the point of beginning, containing 10,524 square feet, more or less.

Subject to all rights-of-way, easements, and restrictions of record.

PARENT PARCEL TAX I.D. NUMBERS 04-05-103-020 & 14-05-103-021

Given under my hand and seal 18 OCT 07



Andrew O'Connell
Registered Land Surveyor No. 003451
State of Illinois



Cook County Clerk's Office

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Exhibit A
(page 9 of 9)

BUN 875514 (205 Huehl Road)

Sheet 9 of 9

UTILITY EASEMENT

A portion of the lands of American National Bank & Trust Co. of Chicago, as described in Instrument No. 86240153 in the Office of the Cook County Recorder, Illinois and being a part of Lot 62 in Sky Harbor Air Industrial Park Unit Two, a subdivision in the Southeast Quarter of the Northwest Quarter of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, more particularly described as follows: Commencing at a found iron rod at the northeast corner of said lot; thence South 89 degrees 54 minutes 35 seconds West 202.00 feet along the north line of said lot to the point of beginning of this description; thence South 54 degrees 00 minutes 33 seconds West 17.00 feet; thence South 89 degree 54 minutes 35 seconds West 394.20 feet to the west line of said lot; thence North 00 degrees 05 minutes 25 seconds West 10.00 feet along said line to the northwest corner of said lot; thence North 89 degrees 54 minutes 35 seconds East 408.01 feet along the north line of said lot to the point of beginning, containing 4,011 square feet, more or less.

Subject to all rights-of-way, easement, and restrictions of record.

PARENT PARCEL TAX I.D. NUMBERS 14-05-103-020 & 14-05-103-021

Given under my hand and seal 18 Oct 07

Andrew O'Connell
Registered Land Surveyor No. 003451
State of Illinois



Clerk's Office

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Exhibit B

(pg 1 of 16)

PCS SITE AGREEMENT

FILE COPY

Version 4

Site Name 205 Huehl RoadSite I. D. SR241B

1. **Permits and Use.** Sublessor subleases to SprintCom, Inc., a Kansas corporation ("SprintCom"), the site described below:

[Check appropriate box(es)]

- Land consisting of approximately 600 square feet upon which SprintCom will construct its equipment base station and antenna structure;
- Building interior space consisting of approximately _____ square feet;
- 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 Sublessor. 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 Sublessor 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 Sublessor 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 _____ the receipt of which Sublessor acknowledges. Thereafter, rent will be paid in equal monthly installments of _____ (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 _____. Notwithstanding anything to the contrary contained in this Agreement, all sums due to Sublessor under this Agreement shall be paid to the order of and delivered to N. R. Properties Joint Venture, Attn: Richard Rivkin at the following address: 205 Huehl Road, Northbrook, Illinois 60062.

4. **Title and Quiet Possession.** Sublessor represents and agrees (a) that it is the Lessee 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 Sublessor 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 Sublessor.

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., 9601 West Higgins Road, 2nd Floor, Rosemont, Illinois 60018. Notices to Sublessor must be sent to the address shown underneath Sublessor'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. Sublessor 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 will 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.** Sublessor represents that Sublessor'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, Sublessor 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.** Sublessor 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. Sublessor will cooperate with SprintCom in SprintCom's efforts to obtain utilities from any location provided by Sublessor 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 Sublessor 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 Sublessor fails to have proper Sublessorship 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 Sublessor unless such termination is due to Sublessor's failure of proper Sublessorship or authority, or such termination is a result of Sublessor'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.** Sublessor 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 Sublessorship, use and 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.** Sublessor 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 or hereafter of record against the Site, provided however, that (i) promptly after the Agreement is fully executed, Sublessor will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SprintCom from the holder of any mortgage or deed of trust now recorded and (ii) for any mortgage or deed of trust hereafter recorded, the Sublessor will promptly give SprintCom written notice and the Sublessor 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 Sublessor 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 Sublessor. Sublessor will pay when due all other real estate taxes and assessments attributable to the property of Sublessor of which the Site is a part. Sublessor shall deliver a copy of any tax bill or notice of reassessment to SprintCom within five (5) days of Sublessor'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 Sublessor, 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 Sublessor within 30 days of written request. Such

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Exhibit B
(pg 2 of 16)

policy will provide that cancellation will not occur without at least 15 days prior written notice to Sublessor. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the other party.

RCS

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 Sublessor, its agents or employees, Sublessor shall reimburse SprintCom for the reasonable costs incurred by SprintCom to restore the damaged areas to the condition which existed immediately prior thereto. Sublessor 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, Sublessor 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 held invalid or unenforceable with respect to any party, the remainder of this Agreement and 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

Saf-T-Gard International, Inc., an Illinois corporation

By: [Signature]
Richard A. Bivkin
Its: President

S.S./Tax No.: [Redacted]
Address: 205 Huehl Road
Northbrook, Illinois 60062

See Exhibit A1 for continuation of Sublessor signatures

Date: 9/17/97

SprintCom, Inc., a Kansas corporation

By: [Signature]
E & O Director -
Its: Chicago / Milwaukee

Date: 3/16/98

COOK County Clerk's Office

UNOFFICIAL COPY

Exhibit E
(pg 3 of 16)

Version 4

Site Name: 205 Huehl Road

EXHIBIT A

August 97

PCS Site Agreement

Site I. D. SR2416

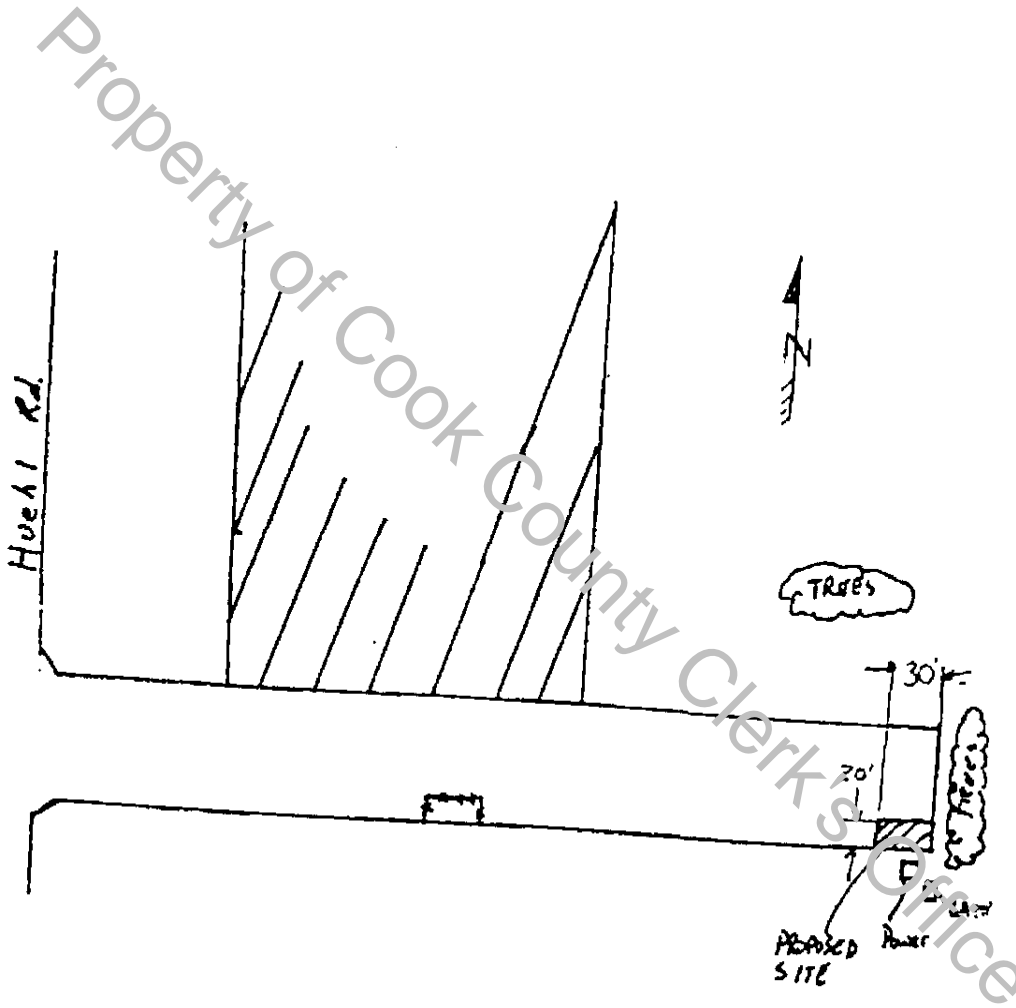
Site Description

Site situated in the Village of Northbrook, County of Cook, State of Illinois commonly described as follows

Legal Description Lot 62 in Sky Harbor Air-Industrial Park Unit Two, being a Subdivision in the Southeast quarter of the Northwest quarter of Section 5 Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

PIN 04-05-103-020-0000

Sketch of Site



Sublessor Initials

SprintCom Initials RCS

Note: SprintCom will replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and an as-built drawing depicting the Site.

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

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Exhibit B
(pg 4 of 16)

EXHIBIT B

PCS Site Agreement

Memorandum of PCS Site Agreement

Site Name: 205 Huehl Road

Site I. D. SR241B

(The Above Space For Recorder's Use Only)

Version 4

August 97

This memorandum evidences that a sublease was made and entered into by written PCS Site Agreement dated March 16, 1998, between Saf-T-Gard International, Inc., an Illinois corporation ("Sublessor") and SprintCom, Inc., a Kansas corporation ("SprintCom").

Such Agreement provides in part that Sublessor sublease to SprintCom a certain site ("Site") located at 205 Huehl Road, Village of Northbrook, County of Cook, State of Illinois, within the property leased to Sublessor by a Lease Agreement dated June 10, 1986 and amended on May 30, 1996 from American National Bank & Trust Company of Chicago, not individually, but solely as successor trustee to First Chicago Bank of Ravenswood w/t/a dated 3/17/98 and known as Trust No. 25-7659 which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on March 16, 1998, which term is subject to four (4) additional five (5) year extension periods by SprintCom.

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

"Sublessor"

"SprintCom"

Saf-T-Gard International, Inc., an Illinois corporation

SprintCom, Inc., a Kansas corporation

By: [Signature]

By: [Signature]

Name: Richard A. Rivkin

Name: Robert Stegman

Title: President

Title: E & O Director - Chicago / Milwaukee

See Exhibit B1 for continuation of Sublessor signatures

Address: 9801 West Higgins Road, 2nd Floor
Rosemont, Illinois 60018

Address: 205 Huehl Road
Northbrook, Illinois 60062

Sublessor Initials [Signature]

SprintCom Initials RCS

Return Address: Sprint PCS
9801 West Higgins Road, 2nd Floor
Rosemont, IL 60018

Attach Exhibit A - Site Description

UNOFFICIAL COPY

Exhibit B
(pg 5 of 16)

EXHIBIT A

Version 4

August 97

Site Name: 205 Huehl Road

PCS Site Agreement

Site I. D. SR2418

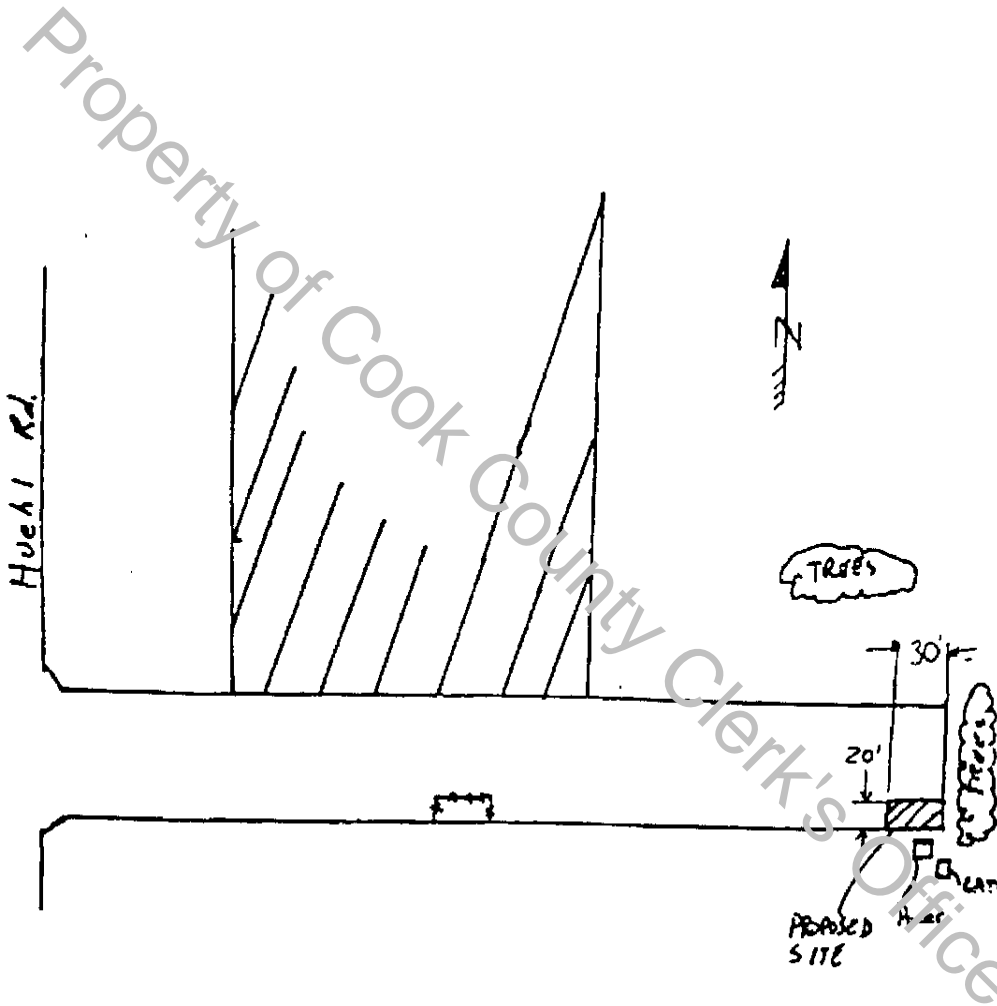
Site Description

Site situated in the Village of Northbrook, County of Cook, State of Illinois commonly described as follows

Legal Description Lot 62 in Sky Harbor Air-Industrial Park Unit Two, being a Subdivision in the Southeast quarter of the Northwest quarter of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

PIN 04-05-103-020-0000

Sketch of Site



Sublessor Initials

SprintCom Initials RCS

Note: SprintCom will replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and an as-built drawing depicting the Site.

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

UNOFFICIAL COPY

Exhibit B
(pg 6 of 16)

SUBLESSOR NOTARY BLOCK:

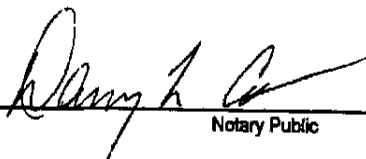
STATE OF ILLINOIS

COUNTY OF COOK

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Saf-T-Gard International, Inc., an Illinois corporation, by Richard A. Rivkin, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Northbrook, Illinois this 17th day of September, 1997.

My commission expires:



Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit B
(pg 7 of 16)

SPRINTCOM, INC. NOTARY BLOCK:

STATE OF ILLINOIS

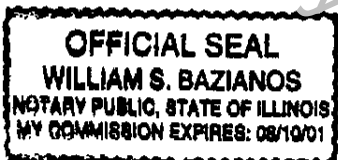
COUNTY OF COOK

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named SprintCom, Inc., a Kansas corporation, by Robert Stedman, its E & O 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. Chicago / Milwaukee

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Rosemont, Illinois this 6th day of March, 1997.

My commission expires:

[Signature]
Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit B
(pg 8 of 16)

Addendum to Option Agreement

Site Name: 205 Huehl Road

Site ID No.: CH03XC241B

For good and valuable consideration, the receipt of which is hereby expressly acknowledged, SprintCom, Inc., a Kansas corporation ("SprintCom") and the undersigned Sublessor hereby agree to amend that certain Option Agreement dated September 17, 1997 as follows:

2. Consideration.

Add the following to the end of the paragraph.



Sublessor shall attach the Addendum to PCS Site Agreement as Exhibit 3 to the PCS Site Agreement (Exhibit 1 of the Option Agreement) and the terms of the Addendum to PCS Site Agreement shall become part of the PCS Site Agreement and take effect upon exercise of the Option Agreement.

All other provisions of the Option Agreement shall remain in full force and effect.

Saf-T-Gard International, Inc., an Illinois corporation

By: [Signature]
Richard A. Rivkin
Its: President

Date: 1/7/98

Address: 205 Huehl Road
Northbrook, Illinois 60062

SprintCom, Inc., a Kansas corporation

By: [Signature]
James Meyer
Its: Area Manager

Date: 1/22/98

UNOFFICIAL COPY

Exhibit B
(pg 9 of 16)

Exhibit 3

Addendum to PCS Site Agreement

Site Name: 205 Huehl Road

Site ID No.: CH03XC241B

For good and valuable consideration, the receipt of which is hereby expressly acknowledged, SprintCom, Inc., a Kansas corporation ("SprintCom") and the undersigned Sublessor hereby agree to amend that certain PCS Site Agreement attached as Exhibit 1 to the Option Agreement dated September 17, 1997 as follows:

2. Rent...

Add the following to the end of the paragraph

In addition, SprintCom shall agree to reimburse the Sublessor for the cost associated with relocating of stockpile material and fencing from the Site, such cost not to exceed [REDACTED]

5. Assignment/Subletting. SprintCom will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Sublessor, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, SprintCom shall have the right to sublease or assign its rights under this Agreement to any of its subsidiaries, affiliates or successor legal entities, to any entity acquiring substantially all or the assets of SprintCom or to any subsidiary or affiliate of Sprint Corporation, without notice to or consent of SprintCom or Sublessor. Any future carrier(s) which does not interfere with SprintCom's equipment or operations may co-locate on the Tower if approved in advance by SprintCom and the Sublessor, which approval shall not be unreasonably withheld, conditioned or delayed, pursuant to a co-location between SprintCom and the additional carrier(s) containing commercially reasonable terms. Any such carrier(s) shall enter into a separate land sublease with Sublessor and Sublessor shall be entitled to 100% of the rent it receives under any such land sublease. SprintCom shall be entitled to 100% of the rent received from the other carrier(s) pursuant to any co-location agreement entered into between SprintCom and the carrier(s) and SprintCom shall not sublet any ground space except for cable runs required to access the monopole by the other carrier.

Sublessor consents to relocation of Site, at SprintCom's cost, to the Northeast corner of the subject property and substitute the attached Exhibit A.

All other provisions of the PCS Site Agreement shall remain in full force and effect.

Saf-T-Gard International, Inc., an Illinois corporation

By: [Signature]
Richard A. Rivkin
Its: President

Date: 1/7/98

Address: 205 Huehl Road
Northbrook, Illinois 60062

SprintCom, Inc., a Kansas corporation

By: [Signature]
James Meyers
Its: Area Manager

Date: 1/28/98

UNOFFICIAL COPY

Exhibit B
(pg 10 of 16)
EXHIBIT A

Version 4

Site Name: 205 Huehl Road

PCS Site Agreement
Site Description

August 97

Site L. D. 241B

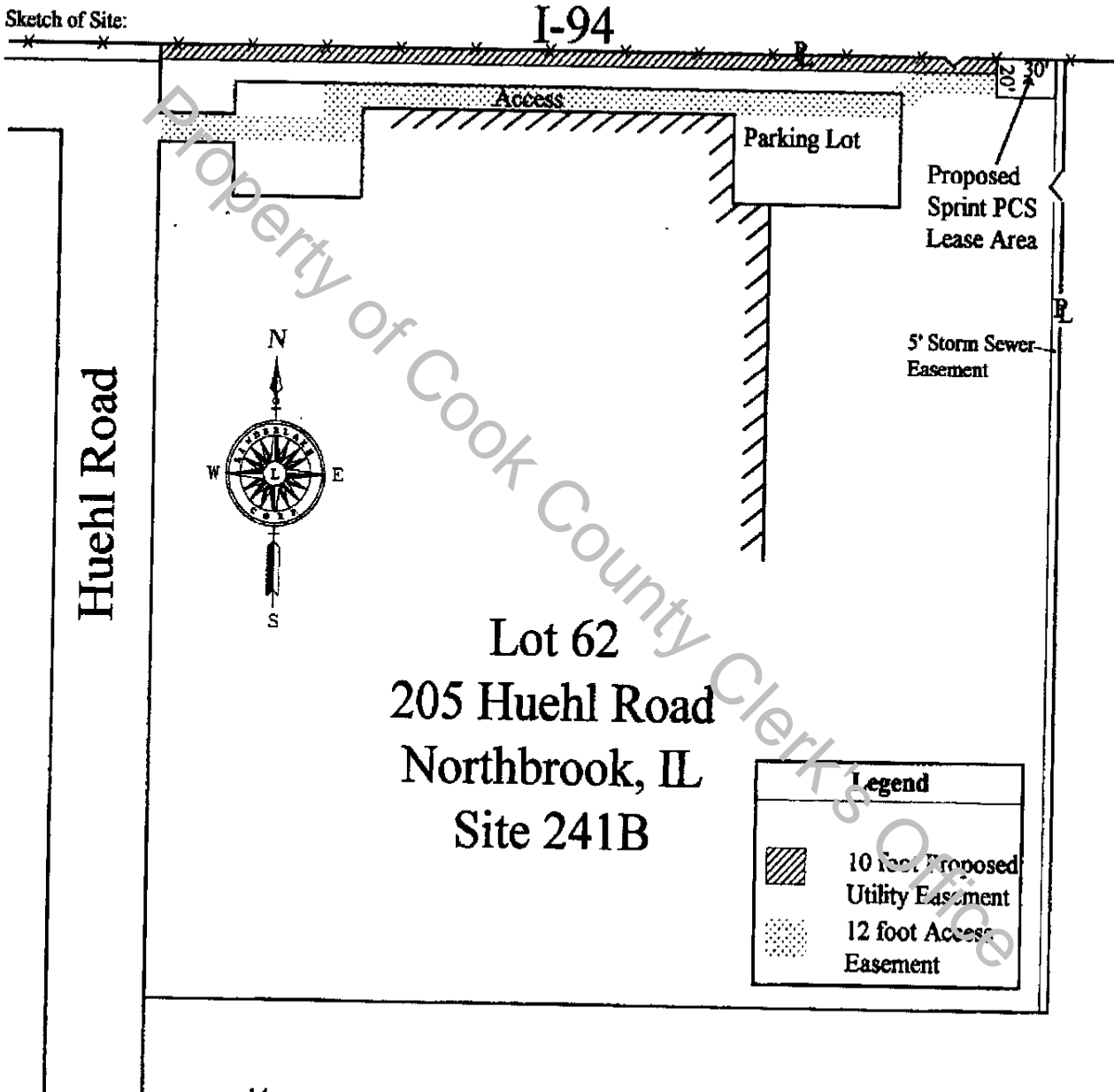
Site situated in the Village of Northbrook, County of Cook, State of Illinois commonly described as follows:

205 Huehl Road, Northbrook, Illinois 60062

Legal Description: Lot 62 in Sky Harbor Air Industrial Park Unit Two, being a Subdivision in the Southeast quarter of the Northwest quarter of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Pin: 04-05-103-020-0000 and 04-05-103-021-0000

Sketch of Site:



Sublessor Initials _____

SprintCom Initials _____

Revision Date: December 9, 1997

Note: SprintCom will replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and an as-built drawing depicting the Site.

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

UNOFFICIAL COPY

Exhibit B
(pg 11 of 16)

OPTION AGREEMENT

Version 4

ORIGINAL August 97

Site Name: 205 Huehl Road

Site ID: SR241B

Saf-T-Gard International, Inc., an Illinois corporation ("Sublessor") and SprintCom, Inc., a Kansas corporation ("SprintCom"), agree as follows:

1. OPTION: Sublessor grants to SprintCom the option to sublease certain real property/space ("Site") described in Exhibit A to that PCS Site Agreement attached hereto as Exhibit 1 and incorporated herein by reference. The sublease of the Site upon exercise of this option will be on the terms and conditions set forth in Exhibit 1. Sublessor will execute the PCS Site Agreement concurrently with its execution of this Option Agreement.

2. CONSIDERATION. On full execution of this Option Agreement, SprintCom will pay to Sublessor the sum of [redacted] as consideration for the option. Sublessor will retain all option consideration upon expiration of the option term. If the option is exercised, then the consideration will be credited against the first payment of annual rent that is due under the PCS Site Agreement.

3. TERM: The term of this option will commence on September 19, 1997 and will terminate at 11:59 p.m. (central standard time) on March 19, 1998. The term of the option may be extended by mutual agreement in writing.

4. EXERCISE: Notice of the exercise of this option will be given by SprintCom to Sublessor by SprintCom delivering an executed PCS Site Agreement in the form and upon the terms and conditions set forth in Exhibit 1, to Sublessor at Sublessor's address set forth in the attached PCS Site Agreement. Notice will be given by either certified mail, return receipt requested, or by overnight carrier. Notice will be deemed effective on the date that it is postmarked or received by overnight carrier, as the case may be. The term of the PCS Site Agreement will commence on the effective date of such notice.

5. ACCESS: Sublessor agrees to permit SprintCom, during the term of this option, free ingress and egress to the Site to conduct such surveys, structural strength analysis, subsurface boring tests and other activities of a similar nature as SprintCom may deem necessary at the sole cost of SprintCom.

6. PERMITS: SprintCom will have the right to seek governmental permits and approvals for installation of its communications facility during the term of this Option Agreement. Sublessor agrees to cooperate with SprintCom (without the obligation to incur any expense) and agrees to take all actions and join in all applications and execute all documents reasonably necessary to allow SprintCom to pursue applications and obtain such governmental permits and authorizations.

7. MEMORANDUM: On execution of this Option Agreement, Sublessor and SprintCom will execute and record in the official records of the county in which the Site is located a Memorandum of Option Agreement in the form of Exhibit 2 attached hereto and incorporated herein by reference. SprintCom will pay the recording cost. If SprintCom does not exercise its option, then SprintCom agrees to execute and deliver to Sublessor a quitclaim deed or other appropriate instrument in recordable form releasing and reconveying to Sublessor all rights of SprintCom in the Site.

8. ASSIGNMENT: Assignment of this Option Agreement by SprintCom may be made to its general partner(s) or to any party controlling, controlled by or under common control with SprintCom, or to any party that acquires substantially all of the assets of SprintCom.

9. INDEMNITY: Sublessor 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 Sublessorship, 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.

10. 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 Sublessor within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Sublessor. ~~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.~~ *JKM*

11. ATTORNEYS' FEES: The prevailing party in any action or proceeding in court to enforce the terms of this Option Agreement will be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

12. ENTIRE AGREEMENT: This Option Agreement contains all agreements, promises and understandings between Sublessor and SprintCom pertaining to the subject matter. This Option Agreement and the performance hereof will be governed and interpreted by the laws of the state in which the Site is located.

SUBLESSOR: Saf-T-Gard International, Inc., an Illinois corporation

By: [Signature]
Richard A. Rivkin
Its: President

S.S./Tax No.: [redacted]

See Exhibit 3 for continuation of Sublessor signatures

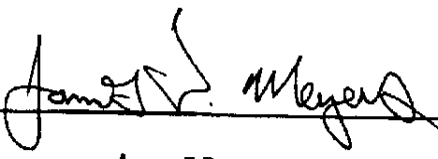
Address: 205 Huehl Road
Northbrook, Illinois 60062

Date: 9/12/97

UNOFFICIAL COPY

Exhibit B
(pg 12 of 16)

SprintCom, Inc., a Kansas corporation

By: 
Its: Area Manager

Address: 9801 West Higgins Road, 2nd Floor
Rosemont, Illinois 60018

Date: 9/29/97

Attach Exhibit 1 - Executed PCS Site Agreement
Attach Exhibit 2 - Memorandum of Option Agreement

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit B
(pg 13 of 16)

EXHIBIT 2

Memorandum of Option Agreement

Site Name: 205 Huehl Road

Site I. D.: SR241B

(The Above Space For Recorder's Use Only)

Version 4

August 97

This memorandum evidences that an option was made and entered into by written Option Agreement dated September 29, 1997, between Saf-T-Gard International, Inc., an Illinois corporation ("Sublessor") and SprintCom, Inc., a Kansas corporation ("SprintCom"), the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Sublessor grants to SprintCom an option to sublease a certain site ("Site") located at 205 Huehl Road, Village of Northbrook, County of Cook, State of Illinois, within the property leased to Sublessor by a Lease Agreement dated June 10, 1986 and amended on May 30, 1996 from American National Bank & Trust Company of Chicago, not individually, but solely as successor trustee to First Chicago Bank of Ravenswood u/a dated 3/1/93 and known as Trust No. 25-7659 which is described on Exhibit A attached hereto, pursuant to a PCS Site Agreement. The term of the option commenced on September 19, 1997, and will terminate at 11:59 p.m. (central standard time) on March 19, 1998.

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

"Sublessor"

Saf-T-Gard International, Inc., an Illinois corporation

By: [Signature]

Name: Richard A. Rivkin

Title: President

See Exhibit 2a for continuation of Sublessor signatures

Address: 205 Huehl Road
Northbrook, Illinois 60062

Sublessor Initials [Signature]

SprintCom Initials [Signature]

Attach Exhibit A - Site Description

"SprintCom"

SprintCom, Inc., a Kansas corporation

By: [Signature]

Name: James G. Meyers

Title: Area Manager

Address: 9801 West Higgins Road, 2nd Floor
Rosemont, Illinois 60018

Return Address: Sprint PCS
9801 West Higgins Road, 2nd Floor
Rosemont, IL 60018

UNOFFICIAL COPY

Exhibit B
(Page 4 of 16)
EXHIBIT A

Version 4

August 97

Site Name: 206 Huehl Road

PCS Site Agreement

Site I.D. SR2418

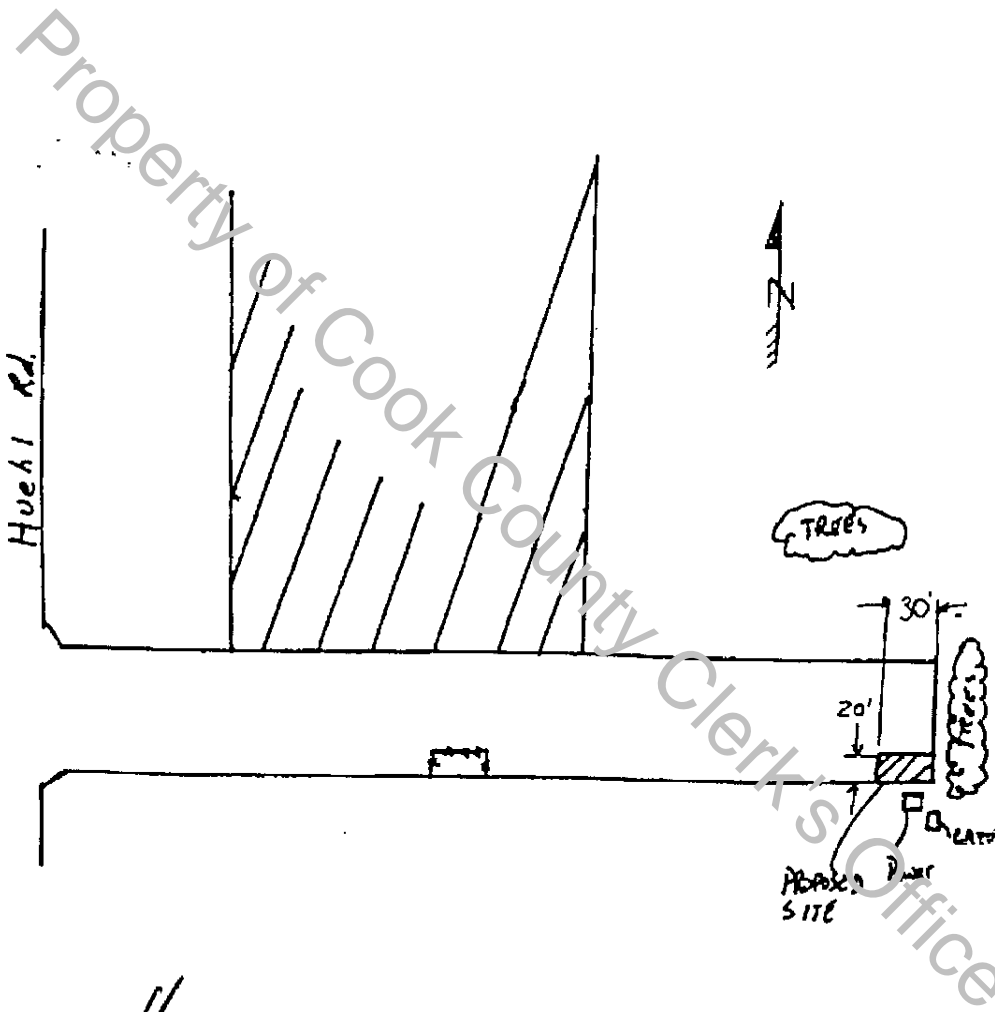
Site Description

Site situated in the Village of Northbrook, County of Cook, State of Illinois commonly described as follows

Legal Description Lot 62 in Sky Harbor Air-Industrial Park Unit Two, being a Subdivision in the Southeast quarter of the Northwest quarter of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

PIN 04-05-103-020-0000

Sketch of Site



Sublessor Initials

SprintCom Initials

Note: SprintCom will replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and an as-built drawing depicting the Site.

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

UNOFFICIAL COPY

Exhibit B
(pg 15 of 16)

SUBLESSOR NOTARY BLOCK:

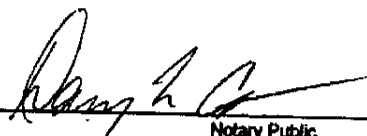
STATE OF ILLINOIS

COUNTY OF COOK

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Saf-T-Gard International, Inc., an Illinois corporation, by Richard A. Rivkin, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Northbrook, Illinois this 17th day of September, 1997.

My commission expires:



Notary Public



Properly of Cook County Clerk's Office

UNOFFICIAL COPY

SPRINTCOM, INC. NOTARY BLOCK:

Exhibit B
(pg 16 of 16)

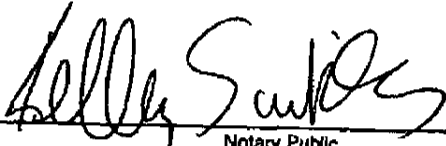
STATE OF ILLINOIS

COUNTY OF COOK

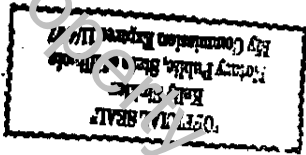
BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named SprintCom, Inc., a Kansas corporation, by James G. Meyers, its Area Manager, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Rosemont, Illinois, this 29th day of September, 1997.

My commission expires:



Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit C
(page 1 of 17)

Recording requested by
and when recorded
return to:

Global Signal Inc.
301 North Cattleman Road
Suite 300
Sarasota, FL 34232
Attn: General Counsel

AGREEMENT REGARDING GROUND LEASE

THIS AGREEMENT REGARDING GROUND LEASE (this "Agreement") is made as of JUNE 17, 2005, between the party identified as "Landlord" on the signature page hereof and SPRINTCOM, INC., a Kansas corporation ("Tenant").

RECITALS:

- A. Landlord and Tenant are now parties to that certain PCS SITE AGREEMENT dated March 16, 1998, a copy of which is annexed hereto as Exhibit A (the "Lease"), covering certain real property more particularly described on Exhibit A attached hereto (the "Property");
- B. Pursuant to an agreement dated February 14, 2005 by and among Tenant, certain subsidiaries of Tenant and Global Signal, Inc., the Lease and the property related thereto (the "Premises") will be assigned to an affiliate of Tenant ("Tenant Affiliate"); and, after such assignment, the references to Tenant herein shall apply to Tenant Affiliate;
- C. Pursuant to a sublease (the "Sublease"), Tenant Affiliate will sublease its entire interest in the Lease to an affiliate of Global Signal ("Subtenant") in exchange for certain prepaid consideration and Subtenant will then leaseback to Tenant (and/or one or more of its affiliates) the portion of the leased premises on which Tenant's telecommunications equipment is currently located in exchange for certain ongoing payments (collectively, the "Lease and Lease Back Transactions");
- D. Certain lenders (each, together with their successors and assigns, a "Lender") may make a loan to Subtenant or certain of its affiliates secured by a mortgage or other security instrument encumbering Subtenant's interest in the Sublease; and

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

UNOFFICIAL COPY

Exhibit C

JUN-10-2005 14:18

GLOBAL SIGNAL (page 2 of 17)

9413091691 P.01

1. Consent. To the extent any such consent is required by the Lease, Landlord hereby consents (a) to the assignment of the Lease from the original tenant under the Lease (an affiliate of Tenant) to Tenant (b) to the acquisition by Tenant Affiliate (or any affiliate thereof), directly or indirectly, of Tenant's interest in the Lease, (c) to the Sublease (and the recording of a memorandum of the Sublease) and (d) to the Lease and Lease Back Transaction.

2. Estoppel Certificate. Landlord certifies that (and Lender may rely on such representations) the following statements are true as of the date hereof:

(a) Tenant is the current tenant under the Lease (a full copy of which, including all amendments thereto, is annexed as Exhibit A), and the Lease is in full force and effect and contains the entire agreement between Landlord and Tenant with respect to the Property. Landlord is either the owner of the fee simple interest in the Property or the holder of a valid leasehold interest in the property and the person or entity signing on behalf of Landlord is authorized to do so and no other person or entity's signature is required to bind Landlord.

(b) No default exists under the Lease on the part of Tenant, and, to Landlord's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

(c) No payments to Landlord are required under the Lease for the Lease and Lease Back Transactions or otherwise in connection with the above consents.

3. Agreement with Respect to the Lease and Sublease. Landlord hereby agrees with respect to the Lease as follows:

(a) Lender and Subtenant shall have all of the rights of Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, and shall have the right to assign the Sublease subject to Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed.

(b) Landlord shall deliver to any Lender and Subtenant (in each case, at such address as shall be designated in writing to Landlord) a copy of any default notice given by Landlord to Tenant under the Lease. No default notice from Landlord to Tenant shall be deemed effective as against any Lender or Subtenant unless received by such Lender or Subtenant.

(c) If Tenant defaults on any monetary obligations under the Lease, Landlord shall accept a cure thereof by any Lender or Subtenant within thirty (30) days after delivery of notice of such defaults. For non-monetary defaults, Landlord shall not terminate the Lease for so long as a Lender or Subtenant is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Property, then Landlord agrees to give the Lender or Subtenant a reasonable time to obtain possession of the Property and to cure such default.

(d) Landlord acknowledges none of Tenant or Tenant Affiliate may terminate, surrender or cancel the Lease except as provided in the Lease and may not amend the Lease in a manner that materially increases the liability or obligations of Tenant or Tenant Affiliate or decreases the rights of Tenant or Tenant Affiliate without the prior written consent of Lender.

UNOFFICIAL COPYExhibit C
(page 3 of 17)

JUN-10-2005 14:18

GLOBAL SIGNAL

9413091691 P.02

(e) If the Lease is terminated by Landlord for any reason, or otherwise rejected in bankruptcy, Landlord will enter into a new lease with either Lender or Subtenant on the same terms as the Lease, provided that all past due amounts under the Lease are paid to Landlord within 30 days of notice to Lender and Subtenant of such termination.

4. Memorandum of Lease. To the extent the Lease or a memorandum thereof has not previously been recorded, this Agreement shall constitute a "memorandum of lease" under applicable State law and may be recorded in the applicable public records, the provisions of the Lease (with certain financial terms redacted therefrom) being as set forth on Exhibit A annexed hereto and made a part hereof.

5. Notices. All notices sent to any Lender or Subtenant shall be in writing and sent by United States mail postage prepaid or other reputable courier service at the following address: c/o Global Signal Inc., 301 North Cattlemen Road, Suite 300, Sarasota, FL 34232, Attn: General Counsel; or to such other address as Lender or Subtenant shall have notified Landlord in writing.

6. Miscellaneous.

(a) If Sections 2(c), 3, or 4 of this Agreement are inconsistent with the Lease, this Agreement shall control.

(b) This Agreement shall be binding upon Landlord and its successors and shall benefit each of Lender and Subtenant and their respective successors and assigns.

(c) This Agreement may not be amended or modified except by a written agreement executed by Landlord, any Lender and Subtenant. This Agreement may be executed in any number of separate counterparts and all signatures need not be on the same counterpart.

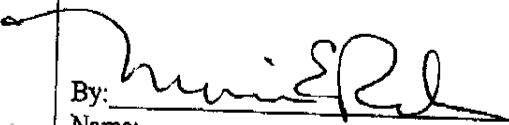
[SIGNATURE PAGES FOLLOW]

UNOFFICIAL COPY

Exhibit C
(page 4 of 17)

TENANT

IN WITNESS WHEREOF, the undersigned, pursuant to proper authority, has duly executed, acknowledged and delivered this instrument as its true act and deed.

	<p>SPRINTCOM, INC., a Kansas Corporation</p> <p>By: </p> <p>Name: _____</p> <p>Title: <u>Monica E. Rademacher</u> Assistant Secretary</p>
--	--

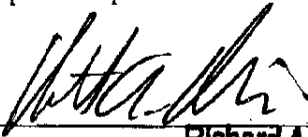
Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit C
(page 5 of 17)

LANDLORD

IN WITNESS WHEREOF, the undersigned, by its duly elected officer(s) and pursuant to proper authority of the partnership has duly executed, acknowledged and delivered this instrument as its true act and deed.

<p>Property of Cook County Clerk's Office</p>	NR PROPERTIES JOINT VENTURE, an Illinois partnership
	By: 
	Name: <u>Richard A. Rivkin</u>
	Title: <u>PARTNER</u>

UNOFFICIAL COPY

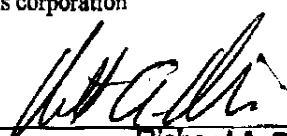
JUN-10-2005 14:19

GLOBAL SIGNAL Exhibit C
(page 6 of 17)

9413091691 P.03

LANDLORD

IN WITNESS WHEREOF, the undersigned, by its duly elected officer(s) and pursuant to proper authority of its board of directors has duly executed, acknowledged and delivered this instrument as its true act and deed.

Property of Cook County Clerk's Office	SAF-T-GARD INTERNATIONAL, INC., an Illinois corporation
	By: 
	Name: <u>Richard A. Rivkin</u>
	Title: <u>PRESIDENT</u>

UNOFFICIAL COPY

Exhibit C
(page 7 of 17)

EXHIBIT A

Lease and Legal Description

(see attached)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Exhibit C
(page 8 of 17)

FILE COPY

Version 4

PCS SITE AGREEMENT

Site Name 205 Huehl RoadSite I. D. SR2419

Permits and Use. Sublessor subleases to SprintCom, Inc., a Kansas corporation ("SprintCom"), the site described below.

(Check appropriate box(es))

- Land consisting of approximately 600 square feet upon which SprintCom will construct its equipment base station and antenna structure;
- Building interior space consisting of approximately _____ square feet;
- 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 Sublessor. 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 Sublessor 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 Sublessor 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 \$100.00, the receipt of which Sublessor acknowledges. Thereafter, rent will be paid in equal monthly installments of \$ 1,000.00 (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 twenty percent (20%). Notwithstanding anything to the contrary contained in this Agreement, all sums due to Sublessor under this Agreement shall be paid to the order of and delivered to N. R. Properties Joint Venture, Attn: Richard Rivkin, at the following address: 205 Huehl Road, Northbrook, Illinois 60062.

4. Title and Quiet Possession. Sublessor represents and agrees (a) that it is the Lessee 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 Sublessor 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 Sublessor.

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 Road, 2nd Floor, Rosemont, Illinois 60018. Notices to Sublessor must be sent to the address shown underneath Sublessor'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. Sublessor 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 will 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. Sublessor represents that Sublessor'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, Sublessor 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. Sublessor 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. Sublessor will cooperate with SprintCom in SprintCom's efforts to obtain utilities from any location provided by Sublessor 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 Sublessor 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 Sublessor fails to have proper Sublessorship 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 Sublessor unless such termination is due to Sublessor's failure of proper Sublessorship or authority, or such termination is a result of Sublessor'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. Sublessor 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 Sublessorship, 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. Sublessor 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 or hereafter recorded against the Site, provided however, that (i) promptly after the Agreement is fully executed, Sublessor will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SprintCom from the holder of any mortgage or deed of trust now recorded and (ii) for any mortgage or deed of trust hereafter recorded, the Sublessor will promptly give SprintCom written notice and the Sublessor 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 Sublessor 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 Sublessor. Sublessor will pay when due all other real estate taxes and assessments attributable to the property of Sublessor of which the Site is a part. Sublessor shall deliver a copy of any tax bill or notice of reassessment to SprintCom within five (5) days of Sublessor'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 Sublessor, 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 Sublessor within 30 days of written request. Such

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-Exhibit C
(page 9 of 17)

policy will provide that cancellation will not occur without at least 15 days prior written notice to Sublessor. ~~Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the other party.~~ *RC5*

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 Sublessor, its agents or employees, Sublessor shall reimburse SprintCom for the reasonable costs incurred by SprintCom to restore the damaged areas to the condition which existed immediately prior thereto. Sublessor 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, Sublessor agrees promptly to execute and deliver to SprintCom a reasonable 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 held to be invalid or unenforceable with respect to any party, the remainder of this Agreement and 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

Saf-T-Gard International, Inc., an Illinois corporation

By: *[Signature]*
Richard A. Bordin
Its: President

S.S./Tax No.: 36-2558290
Address: 205 Huehl Road
Northbrook, Illinois 60062

See Exhibit A1 for continuation of Sublessor signatures

Date: 9/17/97

SprintCom, Inc., a Kansas corporation

By: *[Signature]*
E & O Director -
Its: Chicago / Milwaukee

Date: 3/16/98

DeKalb County Clerk's Office

[Handwritten mark]

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Exhibit C
(page 10 of 17)

Version 4

EXHIBIT A

August 97

Site Name: 205 Huehl Road

PCS Site Agreement

Site I. D. SR241B

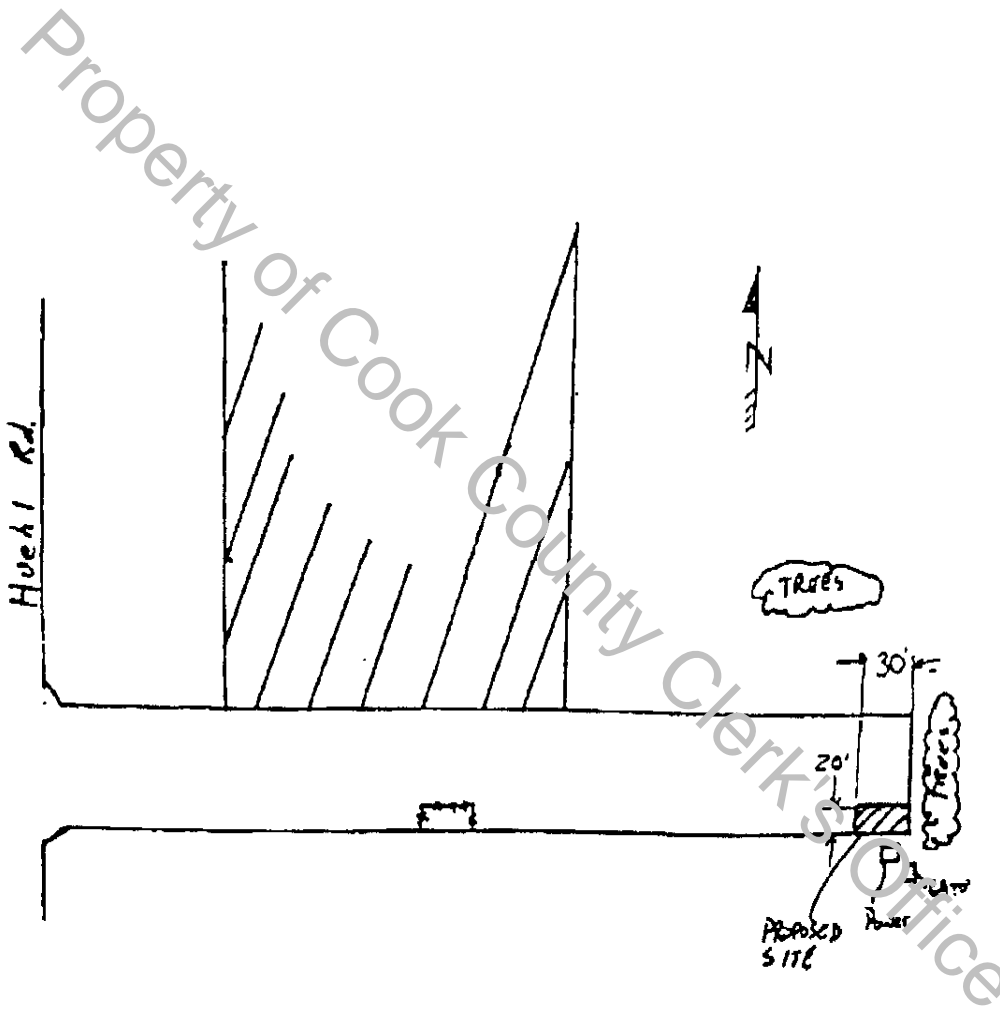
Site Description

Site situated in the Village of Northbrook, County of Cook, State of Illinois commonly described as follows

Legal Description Lot 62 in Sky Harbor Air-Industrial Park Unit Two, being a Subdivision in the Southeast quarter of the Northwest quarter of Section 5 Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

PIN 04-05-103-020-0000

Sketch of Site



Sublessor Initials

SprintCom Initials RCS

Note: SprintCom will replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and an as-built drawing depicting the Site.

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

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Exhibit C
(page 11 of 17)

EXHIBIT B

PCS Site Agreement

Memorandum of PCS Site Agreement

Site Name: 205 Huehl Road

Site I.D. SR241B

(The Above Space For Recorder's Use Only)

Version 4

August 97

This memorandum evidences that a sublease was made and entered into by written PCS Site Agreement dated March 16, 1998, between Saf-T-Gard International, Inc., an Illinois corporation ("Sublessor") and SprintCom, Inc., a Kansas corporation ("SprintCom").

Such Agreement provides in part that Sublessor sublease to SprintCom a certain site ("Site") located at 205 Huehl Road, Village of Northbrook, County of Cook, State of Illinois, within the property leased to Sublessor by a Lease Agreement dated June 10, 1988 and amended on May 30, 1996 from American National Bank & Trust Company of Chicago, not individually, but solely as successor trustee to First Chicago Bank of Ravenswood w/va dated 3/17/83 and known as Trust No. 25-7659 which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on March 16, 1998, which term is subject to four (4) additional five (5) year extension periods by SprintCom.

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

"Sublessor"

"SprintCom"

Saf-T-Gard International, Inc., an Illinois corporation

SprintCom, Inc., a Kansas corporation

By: [Signature]

By: [Signature]

Name: Richard A. Rivkin

Name: Robert Stedman

Title: President

Title: E & O Director - Chicago / Milwaukee

See Exhibit B1 for continuation of Sublessor signatures

Address: 9801 West Higgins Road, 2nd Floor
Rosemont, Illinois 60018

Address: 205 Huehl Road
Northbrook, Illinois 60062

Sublessor Initials [Signature]

SprintCom Initials RCS

Return Address: Sprint PCS
9801 West Higgins Road, 2nd Floor
Rosemont, IL 60018

Attach Exhibit A - Site Description

[Signature]

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Exhibit C
(page 12 of 17)

Version 4

EXHIBIT A

August 97

Site Name: 205 Huehl Road

PCS Site Agreement

Site I. D. SR241B

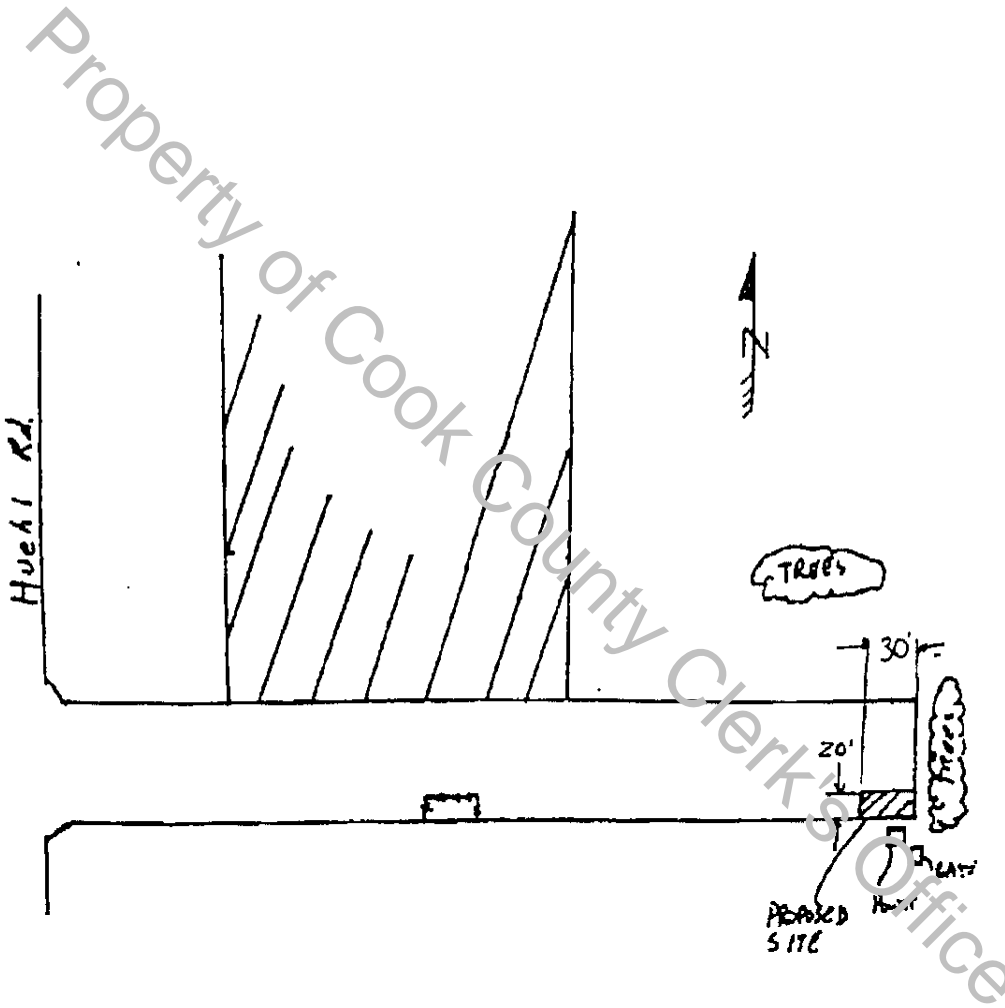
Site Description

Site situated in the Village of Northbrook, County of Cook, State of Illinois commonly described as follows

Legal Description Lot 62 in Sky Harbor Air-Industrial Park Unit Two, being a Subdivision in the Southeast quarter of the Northwest quarter of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

PIN 04-05-103-020-0000

Sketch of Site



Sublessor Initials *JK*

SprintCom Initials *RCS*

Note: SprintCom will replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and an as-built drawing depicting the Site.

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

JK

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Exhibit C
(page 13 of 17)

SUBLESSOR NOTARY BLOCK:

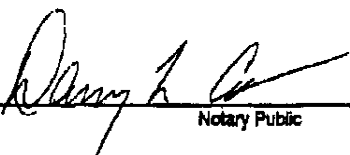
STATE OF ILLINOIS

COUNTY OF COOK

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Saf-T-Gard International, Inc., an Illinois corporation, by Richard A. Rivkin, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Northbrook, Illinois
this 17th day of September, 1997.

My commission expires:



Notary Public



Property of Cook County Clerk's Office



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Exhibit C
(page 14 of 17)

SPRINTCOM, INC. NOTARY BLOCK:

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 Robert Stedman its E & O 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. Chicago / Milwaukee

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Rosemont, Illinois this 6th day of May, 1997.

My commission expires:

[Signature]
Notary Public



Property of Cook County Clerk's Office

[Signature]

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Exhibit C
(page 15 of 17)

Exhibit 3

Addendum to PCS Site Agreement

Site Name: 205 Huehl Road

Site ID No.: CH03XC241B

For good and valuable consideration, the receipt of which is hereby expressly acknowledged, SprintCom, Inc., a Kansas corporation ("SprintCom") and the undersigned Sublessor hereby agree to amend that certain PCS Site Agreement attached as Exhibit 1 to the Option Agreement dated September 17, 1997 as follows:

2. Rent...

Add the following to the end of the paragraph

In addition, SprintCom shall agree to reimburse the Sublessor for the cost associated with relocating of stockpile material and fencing from the Site, such cost not to exceed \$3,350.00.

5. Assignment/Subletting. SprintCom will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Sublessor, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, SprintCom shall have the right to sublease or assign its rights under this Agreement to any of its subsidiaries, affiliates or successor legal entities, to any entity acquiring substantially all or the assets of SprintCom or to any subsidiary or affiliate of Sprint Corporation, without notice to or consent of Carrier or Sublessor. Any future carrier(s) which does not interfere with SprintCom's equipment or operations may co-locate on the Tower if approved in advance by SprintCom and the Sublessor, which approval shall not be unreasonably withheld, conditioned or delayed, pursuant to a co-location between SprintCom and the additional carrier(s) containing commercially reasonable terms. Any such carrier(s) shall enter into a separate land sublease with Sublessor and Sublessor shall be entitled to 100% of the rent it receives under any such land sublease. SprintCom shall be entitled to 100% of the rent received from the other carrier(s) pursuant to any co-location agreement entered into between SprintCom and the carrier(s) and SprintCom shall not sublet any ground space except for cable runs required to access the monopole by the other carrier.

Sublessor consents to relocation of Site, at SprintCom's cost, to the Northeast corner of the subject property and substitute the attached Exhibit A.

All other provisions of the PCS Site Agreement shall remain in full force and effect.

Saf-T-Gard International, Inc., an Illinois corporation

By: [Signature]
Richard A. Rivkin
Its: President

Date: 1/7/98

SprintCom, Inc., a Kansas corporation

By: [Signature]
James Meyers
Its: Area Manager

Date: 1/28/98

Address: 205 Huehl Road
Northbrook, Illinois 60062

UNOFFICIAL COPYExhibit C
(page 16 of 17)**Addendum to Option Agreement**Site Name: 205 Huehl RoadSite ID No.: CH03XC241B

For good and valuable consideration, the receipt of which is hereby expressly acknowledged, SprintCom, Inc., a Kansas corporation ("SprintCom") and the undersigned Sublessor hereby agree to amend that certain Option Agreement dated September 17, 1997 as follows:

2. Consideration.

Add the following to the end of the paragraph.

SprintCom shall pay for all subsequent and ensuing trust fees associated in executing any and all documents necessary for construction and installation of the Site.

Sublessor shall attach the Addendum to PCS Site Agreement as Exhibit 3 to the PCS Site Agreement (Exhibit 1 of the Option Agreement) and the terms of the Addendum to PCS Site Agreement shall become part of the PCS Site Agreement and take effect upon exercise of the Option Agreement.

All other provisions of the Option Agreement shall remain in full force and effect.

Saf-T-Gard International, Inc., an Illinois corporation

By: [Signature]
Richard A. Rivkin

Its: President

Date: 1/7/98

SprintCom, Inc., a Kansas corporation

By: [Signature]
James Meyer

Its: Area Manager

Date: 1/28/98Address: 205 Huehl Road
Northbrook, Illinois 60062

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(page 17 of 17)

Version 4

August 97

Site Name: 205 Huehl Road

EXHIBIT A PCS Site Agreement Site Description

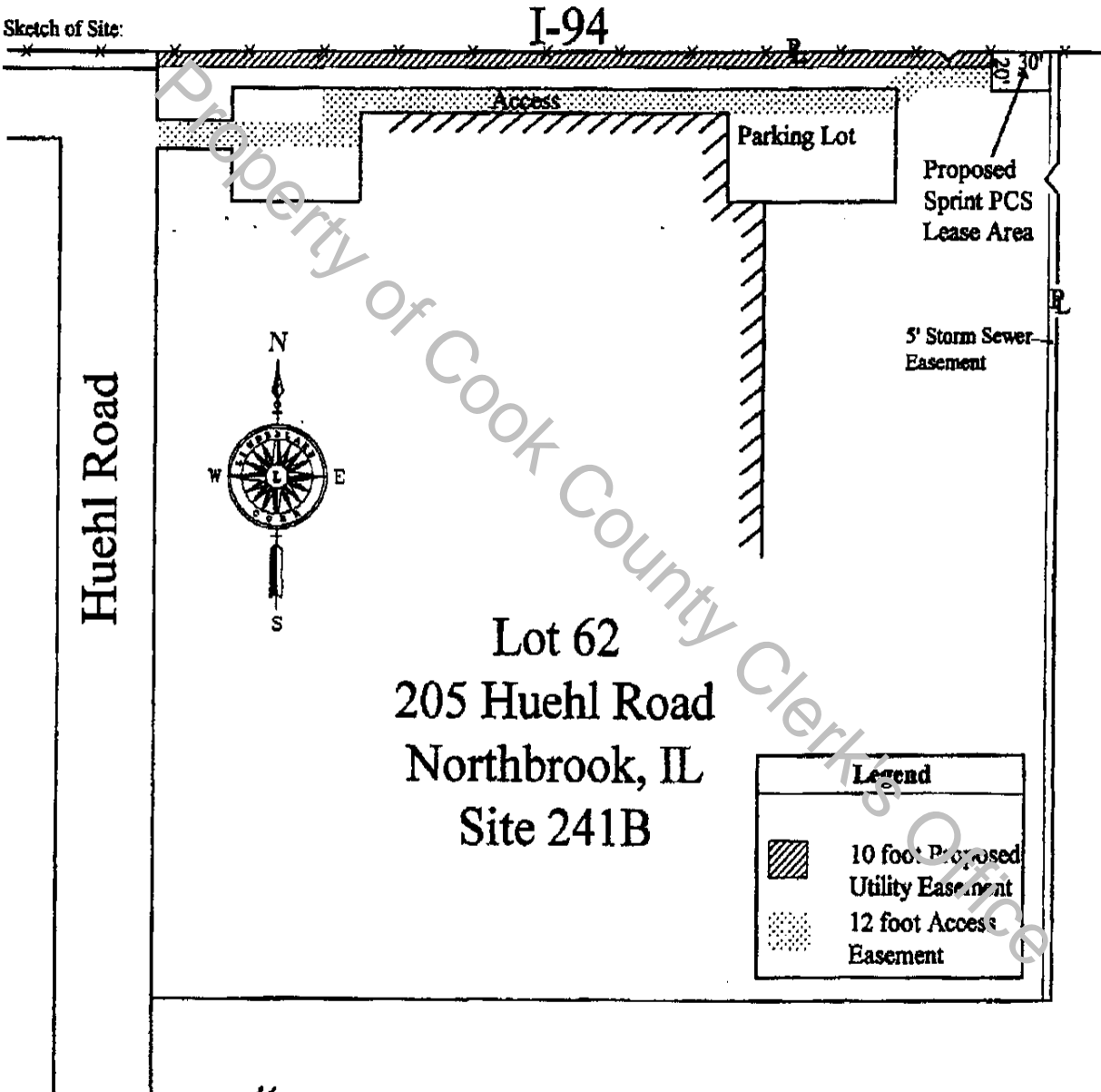
Site L. D. 241B

Site situated in the Village of Northbrook, County of Cook, State of Illinois commonly described as follows:

205 Huehl Road, Northbrook, Illinois 60062

Legal Description: Lot 62 in Sky Harbor Air Industrial Park Unit Two, being a Subdivision in the Southeast quarter of the Northwest quarter of Section 5, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Pin: 04-05-103-020-0000 and 04-05-103-021-0000



Sublessor Initials

Revision Date: December 9, 1997

SprintCom Initials

Note: SprintCom will replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and an as-built drawing depicting the Site.

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