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PREPARED BY AND WHEN RECORDED
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Cook County Recorder of Deeds
Date: 09/02/2008 03:19 PM Pg: 1 of 6

Crown Castle BUN 817421

MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE AGREEMENT

This Memorandum of First Amendment to Ground Lease Agreement (the "Memorandum") is made this 14th day of April, 2008, by and between Crown Castle GT Company LLC, a Delaware limited liability company, the successor in interest to Chicago SMSA Limited Partnership ("Tenant") and Chicago Title Land Trust Company, as successor to First Illinois Bank of Wilmette as Trustee under a Trust Agreement dated October 23, 1989 and known as Trust Number TWB0840 (the "Landlord").

WHEREAS, Landlord is the fee owner of the real property commonly known as 2410 South Des Plaines Avenue, Des Plaines, Illinois 60018-3201 and legally described as the Parent Parcel on Exhibit A-1 hereto (hereinafter "Property"), a portion of which (hereinafter the "Leased Premises") is leased to Tenant under and pursuant to that certain Ground Lease Agreement dated February 27, 1996 (the "Original Lease"); and amended by that First Amendment to Ground Lease Agreement (hereinafter "Amendment") dated 8-4, 2008 (together, the Original Lease and the Amendment shall be referred to herein as the "Lease"); and

WHEREAS, the parties previously recorded a Memorandum of Ground Lease Agreement and Grant of Easements dated February 27, 1996 against the Property with the Cook County Recorder as Document No. 96916407 (the "Original Memorandum"); and

WHEREAS, pursuant to the Amendment, Landlord has leased to Lessee additional space within the Property contiguous and adjacent to the Leased Premises for the expansion of the Leased Premises (which additional area is referred to as "Additional Land") legally described on Exhibit A-1 hereto; and

WHEREAS, as set forth and pursuant to the Amendment, the parties have agreed that the Leased Premises shall and does now include the Additional Land, and all such area leased to Tenant under and pursuant to the Lease and the Amendment shall be referred to together as the "Leased Premises", and

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WHEREAS, Landlord and Tenant desire to record this Memorandum to supplement the Original Memorandum and to place of record a memorial of certain terms and conditions of the Amendment as provided below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby state the following:

1. Landlord and Tenant state and affirm that the Leased Premises described in the Original Memorandum shall be supplemented to further include the Additional Land described on Exhibit A-1 attached hereto.
2. All terms, covenants, and conditions of the Lease, as modified and amended, are hereby ratified and confirmed and shall be and remain in full force and effect. All capitalized terms not defined herein shall have the meanings given such terms in the Lease. The Recitals hereinabove are true and correct and are incorporated herein by this reference. All exhibits and attachments to this Amendment are hereby incorporated herein by reference and made a part of this Amendment.

SIGNATURE PAGES TO FOLLOW

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE AGREEMENT as of the date last signed by a party hereto.

ATTEST:

Suzanne R. Perman
Name: SUZANNE R. PERMAN

LESSEE:

Crown Castle GT Company LLC,
as the successor in interest to Chicago SMSA
Limited Partnership

By: [Signature]
Name: Kelly Loebig
Title: Property Manager
Date: 8-4-08

STATE OF Pennsylvania
COUNTY OF Washington ss.

On August 4, 2008 before me personally came Kelly Loebig the Property Mgr of Crown Castle GT Company LLC who personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he)(she)(they) executed the same in (his)(her)(their) capacity(ies) and that by (his)(her)(their) signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
(Signature of Notary Public)
Printed Name: Dianne L Toth
Comm. Expiration Date: 6-9-2012

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Dianne L. Toth, Notary Public
Canonsburg Boro, Washington County
My Commission Expires June 9, 2012
Member, Pennsylvania Association of Notaries

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ATTEST

Attestation not required

~~Not required to incorporate by laws.~~

Name: _____

LESSOR:

Chicago Title Land Trust Company,
 as successor to First Illinois Bank of Wilmette,
 as Trustee under a Trust Agreement
 dated October 23, 1989 and
 as Trust Number TWB0840

By: _____

Print: _____

Title: _____

Date: _____

Elizabeth Cordova
AVP & Land Trust Officer

APR 14 2008

STATE OF

Illinois

SS.

COUNTY OF

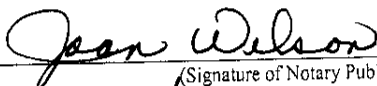
Cook

APR 14 2008

On

before me personally came Elizabeth Cordova the
Asset Vice Pres of Chicago Title Land Trust Company who personally known to me or proved to me
 on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the
 within instrument and acknowledged to me that he (she)(they) executed the same in (his)(her)(their)
 capacity(ies) and that by (his)(her)(their) signature(s) on the instrument, the individual(s) or the person
 on behalf of which the individual(s) acted, executed the instrument.

WITNESS my hand and official seal.



(Signature of Notary Public)

Printed Name: _____

JOAN WILSON

Comm. Expiration Date: _____

2-3-2010



This instrument is executed by the undersigned Land Trustee,
 not personally but solely as Trustee in the exercise of the power
 and authority conferred upon and vested in it as such Trustee.
 It is expressly understood and agreed that all the warranties,
 indemnities, representations, covenants, undertakings and
 agreements herein made on the part of the Trustee are
 undertaken by it solely in its capacity as Trustee are not
 personally. No personal liability or personal responsibility is
 assumed by or shall at any time be asserted or enforceable
 against the Trustee on account of any warranty, indemnity,
 representation, covenant, undertaking or agreement of the
 Trustee in this instrument.

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EXHIBIT A-1

LEGAL DESCRIPTIONS FOR PARENT PARCEL AND ADDITIONAL LAND

PARENT PARCEL

LOT 1 IN W.J. O'BRIEN'S SUBDIVISION OF LOT 1 IN PARKWAY'S DES PLAINES SUBDIVISION AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 23, 1968 AS DOCUMENT NUMBER 20560307, IN MAINE TOWNSHIP, IN COOK COUNTY, ILLINOIS.

ADDITIONAL LAND

BEING PART OF LOT 1 IN W.J. O'BRIEN'S SUBDIVISION OF LOT 1 IN PARKWAY'S DES PLAINES SUBDIVISION AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 23, 1968 AS DOCUMENT NUMBER 20560307, ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 60.06 FEET; THENCE NORTH 00 DEGREE 02 MINUTES 20 SECONDS EAST, 98.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 02 MINUTES 20 SECONDS EAST, 11.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 40 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 20 SECONDS WEST, 11.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 40 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING, IN MAINE TOWNSHIP, IN COOK COUNTY, ILLINOIS.

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED October 12, 1989 AND KNOWN AS TRUST B8500084004 ATTACHED TO AND MADE A PART OF THE FIRST AMENDMENT TO GROUND LEASE AGREEMENT EXECUTED APRIL 14, 2008 BY CHICAGO TITLE LAND TRUST ACOMPANY AS SUCCESSOR TRUSTEE AND NOT PERSONALLY.

This LEASE is executed by CHICAGO TITLE LAND TRUST COMPANY, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiary(ies) of a certain Trust Agreement dated January 15, 1987 and known as Trust Number 25-8305 at CHICAGO TITLE LAND TRUST COMPANY, to all provisions of which Trust Agreement this is expressly made subject, it is expressly understood and agreed that nothing herein or in said contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained or to keep, preserve or repossess any property of said Trustee, and that all personal liability of said Trustee, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and by every person now or hereafter claiming any right or security interest hereunder; and that so far as the said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the premises hereby leased for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the property herein described, that said Trustee has no control over and under this LEASE, assumes no responsibility for (1) the management or control of such property; (2) the upkeep, inspection, maintenance or repair of such property; (3) the collection of rents, deposits, security or otherwise all representations and undertakings of the lessor herein or those of its beneficiary(ies) only including those as to title and warranties, or the rental of such property; (4) the conduct of any business which carries on upon such premises or (5) the constructions of the Trust premises.

It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that CHICAGO TITLE LAND TRUST COMPANY, shall have no liability contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including without limitations, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.