

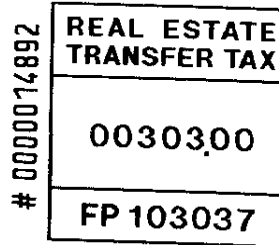
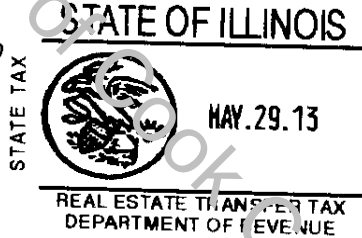
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Doc#: 1315417000 Fee: \$70.25
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/03/2013 08:34 AM Pg: 1 of 16

Prepared by:
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Unison Site: #301003



WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT (BUILDING)

THIS WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT ("Agreement") is made as of the 15 day of May, 2013, by and between The 899 Building, LLC, an Illinois limited liability company, whose address is 2421 Simpson Street, Evanston, Illinois 60201 ("Site Owner") and T10 Unison Site Management LLC, a Delaware limited liability company, whose address is P. O. Box 1951, Frederick, Maryland 21702-0951 ("Unison"). All references hereafter to "Unison" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (Unison and Site Owner, collectively, "Parties").

RECITALS

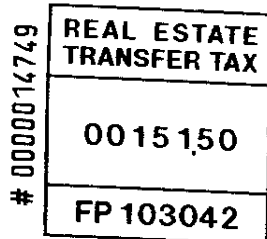
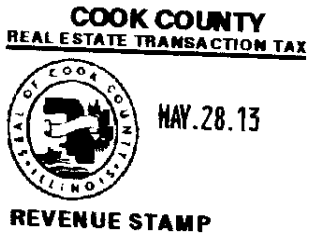
WHEREAS, Site Owner is the owner of that certain building and property (collectively, the "Property") located in the City of Northbrook and County of Cook in the State of Illinois, having a street address of 899 Skokie Boulevard, Northbrook, Illinois 60062, and which Property is more particularly described on Exhibit A attached hereto.

WHEREAS, the effective date of this Agreement is the earlier of the date this Agreement is recorded of public record or the funding date ("Effective Date").

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Unison full discharge and acquittance therefor, Site Owner and Unison agree to the following:

RECEIVED MAY 28 2013

S 9
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INT 107



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1. Grant of Easement.

(a) Site Owner grants, bargains, sells, transfers and conveys to Unison:

(i) an exclusive easement in, to, under and over the building portion of the Property substantially as shown and/or described on Exhibit B-1 ("Communication Easement") for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates, generators and related facilities (collectively, "Facilities") and any related activities and uses including those necessary for Unison to comply with its obligations under the agreements listed on Exhibit C ("Existing Agreements") together with the right to enter the Property and access the Easements described below, without notice to Site Owner, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the activities and uses described in this Agreement, and

(ii) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and/or described on Exhibit B-2 ("Access and Utility Easements," Communication Easement and Access and Utility Easements, collectively "Easements") for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses; and

(iii) a non-exclusive easement in, to, and under and over portions of the Property for ingress and egress to building risers, conduits, shafts, raceways or other designated space to connect the telecommunications equipment to other locations in the building as is necessary to install wiring, electronic equipment and other personal property to support and maintain the Facilities.

(b) The Parties agree that, subject to the terms, conditions and limitations herein, the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date. The scope and breadth of the Communication Easement shall not, however, be expanded beyond the terms, conditions and limitations set forth herein without the prior written consent of the Site Owner.

2. Assignment of Existing Agreements. Site Owner grants, bargains, sell, transfers and assigns to Unison, as of the Effective Date, all of its right, title and interest in, to and under the Existing Agreements, including without limitation, all rents, security deposits and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to Unison of all rents and other monies due the Site Owner pursuant to the Existing Agreements. Unison assumes the obligations and liabilities of Site Owner under the Existing Agreements only to the extent that such obligations and liabilities (a) are not the responsibility of the Site Owner pursuant to the terms of this Agreement; and (b) accrue on or after the Effective Date.

3. Use of Easements. Consistent with the uses set forth in Section 1 above, Unison shall have the unrestricted right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement by any third parties including communication service providers or tower owners or operators, and any lessee or licensee under the Existing Agreements and the affiliates, agents, contractors, invitees and employees of Unison and/or Unison's present or future lessees or licensees (collectively, "Customers"), provided however, in no event shall such use unreasonably interfere with Site Owner's use of the remaining portion of the Property except as such use may be permitted in the Existing Agreements as the Existing Agreements exist on the Effective Date.

4. Term. This Agreement and the Easements shall continue for a term of fifty (50) years, commencing on the Effective Date. Notwithstanding the foregoing, in the event Unison and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than five years (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed surrendered. Unison may surrender the Easements for any reason or at any time by giving thirty (30) days' notice to Site Owner. Upon surrender, this Agreement shall be terminated, and Unison and Site Owner shall execute and record such documents reasonably required to terminate the Easements. This Agreement may not be terminated by Site Owner.

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5. Improvements; Utilities. Unison and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. Except to the extent the Existing Agreements otherwise permit, any such construction shall (a) comply with all applicable laws; and, (b) comply with commercially reasonable construction rules adopted by the Site Owner. Unison shall use commercially reasonable efforts to enforce Customers' obligations under the Existing Agreements and any future Replacement Customer Agreements regarding prohibition and release of mechanics liens. Site Owner agrees to deliver to Unison a copy of any notice of mechanics lien received by Site Owner in connection with a mechanics lien which is placed of record on the Property as a result of the acts or omissions of Unison or its Customers. Such copy shall be delivered within 10 days of Site Owner's receipt of the applicable notice. In the event any mechanics lien claim is placed of record on the Property which is not either satisfactorily bonded over or otherwise cleared or released within 90 days OR in the event Site Owner or its mortgagee are named as parties' defendant in any such mechanics lien suit or the Property (excluding the Communication Easement) is made the subject of any such mechanics lien action and the same are not dismissed or bonded over within 30 days following commencement of such suit, then Unison shall assign to Site Owner the right to pursue Customers under the applicable Existing Agreement or Replacement Customer Agreement excluding request to terminate such agreements. If, prior to the passage of time in the immediately preceding sentence, Unison provides notice to the Site Owner of decision not to enforce Customer's obligations, Unison shall simultaneously assign to Site Owner the right to pursue Customers under the applicable Existing Agreement or Replacement Customer Agreement excluding request to terminate such agreements. Additionally, except to the extent the Existing Agreements otherwise permit, such construction shall not cause damage to the building and/or penetrate the roof unless submitted to Site Owner for prior review and approval. Site Owner shall have ten (10) business days to review and approve any such proposed construction and said approval shall not be unreasonably withheld, conditioned or delayed, with Customers and/or Unison responsible for their respective damages, if any. Any failure of the Site Owner to approve or request reasonable modifications to the same within the above timeframe shall be deemed an approval. The Facilities shall remain the property of Unison and its Customers, as applicable, and Site Owner shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate (at no cost to Site Owner) with Unison and to act reasonably and in good faith in granting Unison the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Site Owner shall, upon Unison's request, execute and record a separate written easement with Unison or with the utility company providing the utility service to reflect such right. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Unison, and as necessary to comply with applicable laws, statutes or regulations.

6. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by Unison to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments, regardless of the taxing method (the "Taxes") attributable to the Property, this Agreement and the Easements. Without limiting the foregoing, except to the extent Taxes are the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the payment of such Taxes. Within ten (10) days of receiving a request from Unison, Site Owner shall furnish to Unison a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. Site Owner agrees to support and not contest any assertions by Unison of the "interested party" status, as provided by the Illinois Property Tax Code, 35 ILCS 200/21-75. In the event that Site Owner fails to pay any Taxes when due, Unison shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse Unison for the full amount of such Taxes paid by Unison on Site Owner's behalf within ten (10) business days of Site Owner's receipt of an invoice from Unison.

7. Building Property Maintenance and Access. Site Owner agrees to maintain the Property, except damage caused by Unison or its Customers. Without limiting the foregoing, except to the extent maintenance is the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the maintenance of the building and any other portion of the Property, except the applicable Customers' space in the Building, which is restricted. Site Owner agrees to provide Unison and its Customers access to and from the Easements and all other space in the building, except exclusive areas leased to other tenants on the Property, and any other portion of the Property

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consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week.

8. Representations; Other Covenants of Site Owner. Site Owner represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to Unison, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (b) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances affect the Communication Easement as of the Effective Date; (c) Site Owner will comply with all governmental laws, rules and regulations applicable to the Property; (d) Site Owner has delivered to Unison true, correct and complete copies of the Existing Agreements, and, to Site Owner's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements; (e) no party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements; (f) Site Owner has no past or current claims for utilities, taxes or other charges against tenants under the Existing Agreements; (g) Site Owner hereby waives all claims against said tenants and Unison for reimbursement of any future charges or expenses paid by Site Owner on behalf of Unison or said tenants unless Site Owner forwards evidence of the charge or expense and payment thereof for reimbursement within three (3) months of the date incurred; (h) as of the Effective Date, Site Owner shall not, without the prior written consent of Unison, amend or modify the Existing Agreements in any respect or exercise any rights granted by Site Owner to Unison under this Agreement, including, without limitation, any and all rights and remedies of Site Owner under the Existing Agreements; (i) notwithstanding anything to the contrary in this Agreement, Site Owner shall comply with all obligations of the lessor under the Existing Agreements which relate to the use, ownership and operation of the building located at the Property and any other portion of the Property; and (j) Site Owner shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Site Owner, either directly, indirectly or by action or inaction, in a manner which in any way could result in default of the Existing Agreements or otherwise interfere with the operations of Unison and/or any Customers.
9. Environmental Covenants and Indemnity. Site Owner represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Site Owner nor Unison will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property. Site Owner and Unison shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.
10. General Indemnity. In addition to the Environmental Indemnity set forth above, Site Owner and Unison shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (a) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (b) out of the use and/or occupancy of the Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.
11. Assignment; Secured Parties. Unison has the unrestricted right to assign, mortgage or grant a security interest in all of Unison's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"), provided, however, that no mortgage, lien or other security instrument shall be secured by the Property except to the extent of the Communication Easement. Site Owner agrees to notify Unison and Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) simultaneously of any default by Unison and give Secured Parties the same right to cure any

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default. If a termination, disaffirmation or rejection of this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Site Owner will notify Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Unison's interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of Unison accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

12. Estoppel Certificate. At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the "Estoppel Certificate"). In the event the responding party fails to dispute the Estoppel Certificate by delivery to the requesting party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding party within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the Parties, Secured Party or any party designated by the requesting party, and all of such parties may hereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding party as to the matters set forth therein.

13. Replacement Customers. If the Existing Agreements are terminated and or abandoned for any reason, it is the intent of the Parties to encourage the replacement of Customers ("Replacement Customers") for the uses specified above and within the Communication Easement, with use of the Access and Utility Easements, throughout and after the term hereof, not to exceed twenty-five (25) years beyond Term. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to negotiate and consummate leases, licenses and/or other agreements of use with Replacement Customers having a duration not to exceed twenty-five (25) years beyond the term of this Agreement ("Replacement Customers' Agreements"). Said Replacement Customers' Agreements shall be commercially consistent with the provisions of the Existing Agreements, including but not limited to provisions requiring: (a) compliance with applicable law, (b) compliance with health, safety and welfare laws for the protection of other tenants on the Property, and (c) compliance with the interference provisions, with a copy of the Replacement Customers' Agreements to be delivered to the Site Owner. Additionally, Unison shall require limitations on any Replacement Customers' installations such that said installations do not interfere with the Site Owner's maintenance of the roof or any of Site Owner's building equipment now or in the future on the roof. Such agreements shall require movement of any such installations to reasonably necessary to complete the roof repairs or maintenance of the Site Owner's equipment to be at the applicable Replacement Customers' cost. Replacement Customers shall be required to submit design drawings for Site Owner's reasonable review and approval and Site Owner shall have ten (10) business days to review and approve or request reasonable modifications to the same within the above timeframe. Any failure of the Site Owner to approve or request reasonable modifications to the same as specified herein shall be deemed an approval. Replacement Customers' Agreements shall require any and all damage to the Site Owner's roof caused by the Facilities of any Replacement Customers to be repaired by the Site Owner and commercially reasonable costs for such repairs shall be billed to the applicable Replacement Customers with such Replacement Customers required to remit within thirty (30) days or dispute the commercial reasonableness for such cost. In the event any proposed Replacement Customers' Agreements are inconsistent, from a commercial standard, with the provisions of the Existing Agreements and the provisions set forth herein, Unison shall submit the same to Site Owner for reasonable review and approval of the inconsistent provision. Site Owner shall have ten (10) business days to review and approve any such proposed provisions and said approval shall not be unreasonably withheld, conditioned or delayed. Any failure of the Site Owner to approve or request reasonable modifications to the same within the above timeframe shall be deemed an approval. Site Owner ratifies and acknowledges the right of Unison to enter into such agreements, and the Property and Site Owner will be bound by such agreements throughout and after the termination of this Agreement for any reason. Site Owner acknowledges that all such agreements entered into by Unison shall survive the termination of this Agreement for any reason. At the end of the Term hereunder, all of Unison's right,

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title and interest in and to any agreements, leases and/or license agreements remaining in effect shall be transferred to Site Owner, including but not limited to all rights to collect rent. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of Unison's Customers on behalf of itself or on behalf of any third party. Unison shall have a right of first refusal to acquire, on the same terms and conditions offered by or to a third party, any interest in the Property or any portion thereof being transferred by Site Owner for wireless communication purposes such as described in Section 1 above. Site Owner shall, prior to granting or transferring such interest, notify Unison with a copy of the offer including the price and terms thereof. Unison shall have thirty (30) days to exercise such right of first refusal by providing written notice to Site Owner in accordance with the notice provisions of this Agreement. In the event Unison shall fails to provide Site Owner written notice within the thirty (30) day period, Unison's right of first refusal for the proposed deal shall be deemed waived. The foregoing is a continuing right in favor of Unison and shall not be extinguished by Unison's exercise or non-exercise of such right on one or more occasions. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify Unison in writing of such grant or transfer, with the name and address of the purchaser.

14. Condemnation. In the event of any condemnation of the Easements in whole or in part, Unison shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easements are located, business dislocation expenses and any other award or compensation to which Unison may be legally entitled. Site Owner hereby assigns to Unison any such claims and agrees that any claims made by Site Owner will not reduce the claims made by Unison.

15. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and/or assigns as their interests may appear.

16. Dispute Resolution.

(a) If Unison fails to perform any of its obligation under this Agreement, Site Owner agrees to notify Unison and any Secured Parties, provided Unison has given Site Owner notice and contact information of Secured Parties, in writing of any default by Unison, and to give Unison and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from Unison's receipt of the written default notice. If Unison or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its only remedies for such default shall be specific performance or damages. Any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner and Unison's liability shall be limited to its interest in the Property plus any insured matters covered by the insurance set forth below. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Unison or its Customers, Unison shall have the right to seek injunctive relief, without the necessity of posting a bond.

(b) Except as set forth in Section 16(a), in the event of any dispute arising out of this Agreement, upon a party's written notice of dispute to the other party, an authorized representative of the Site Owner and Unison shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and Unison set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

18. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Unison with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein;

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(e) upon the request of Unison, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by Unison for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Site Owner acknowledges that Unison has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (h) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

19. Enforcement. Unison shall use commercially reasonable efforts to enforce Customers obligations under the Existing Agreements and any future or Replacement Customers' Agreements, including but not limited to compliance with laws, and health and safety. Following notice and dispute resolution provisions of this Agreement, Site Owner shall deliver notice to Unison of any uncured default. At such time Unison shall either (i) cure such default; or (ii) assign to Site Owner the right to pursue Customers in law and in equity, including specific performance, self-help, all reasonable costs and attorney fees incurred by Site Owner, except to the extent that such remedies are limited under the Existing Agreements or permit termination of the applicable Existing Agreements or Replacement Customers' Agreements.

20. Site Owner Right to Enter. Except to the extent the provisions of the Existing Agreements do not otherwise reserve, Site Owner shall only have the right to enter the Communication Easement during reasonable hours and after giving prior notice to Unison and its Customers under the Existing Agreements, for the purpose of examining or inspecting the same, to show the same to bona fide prospective purchasers of the Building, and to make such alterations, repairs, improvements or additions, whether structural or otherwise, to the Communication Easement or the Building as Site Owner may reasonably deem necessary or desirable, or in the case of emergency at any time, Site Owner shall use reasonable efforts in the case of each such entry not to unreasonably interrupt or interfere with Unison and its Customers' under the Existing Agreements use and occupancy of the Communication Easements. As for any Replacement Customers, Unison shall include the foregoing in any Replacement Customers' Agreements.

21. Insurance. Unison shall carry and maintain the following types of insurance written with companies having a Best's rating of A- or better: (1) Worker's compensation with statutory benefits and limits which shall fully comply with all federal, state and local laws; (2) Comprehensive Automobile Liability Insurance, including owned, non-owned, leased and hired coverage, with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage; (3) Commercial General Liability Insurance against bodily injury and property damage written on an occurrence form equivalent or better than the occurrence form (CG0001) as published by the ISO with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) each occurrence and Two Million and No/100 Dollars (\$2,000,000.00) general aggregate; and, (4) Umbrella liability policy in an amount not less than Four Million and No/100 Dollars (\$4,000,000.00). The policy shall name Site Owner as an additional insured with respect to liability arising out of the Property. Certificates of insurance showing Site Owner as additional insured, premiums prepaid, shall be deposited with Site Owner and shall contain provision for thirty (30) days' notice to Site Owner prior to any cancellation or non-renewal except for ten (10) days' notice for non-payment of premium.

UNLESS UNISON PROVIDES SITE OWNER WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS AGREEMENT, SITE OWNER MAY PURCHASE INSURANCE AT UNISON'S EXPENSE TO PROTECT SITE OWNER'S INTERESTS IN THE PROPERTY. THIS INSURANCE MAY, BUT NEED NOT, PROTECT UNISON'S INTEREST IN THE PROPERTY. UNISON MAY LATER CANCEL ANY SUCH INSURANCE PURCHASED BY SITE OWNER, BUT ONLY AFTER PROVIDING SITE OWNER WITH EVIDENCE THAT UNISON HAS OBTAINED INSURANCE AS REQUIRED BY THIS AGREEMENT. IF SITE OWNER PURCHASES INSURANCE FOR THE PROPERTY, UNISON WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES THAT SITE OWNER MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE UNISON MAY BE ABLE TO OBTAIN ON ITS OWN.

22. Relocation of Communication Easement. Unison acknowledges that in the event of casualty or roof repairs and maintenance affecting the Communication Easement, Site Owner may need to relocate the Communication

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Easement and the Customers thereon. Prior to the commencement of such relocation, Site Owner shall provide Unison with written notice no less than ten (10) months prior to the proposed relocation, except in instances of force majeure where only reasonable notice after the event is required. Site Owner shall specify the area of relocation which shall be subject to Unison's reasonable approval. Unison will only be deemed reasonable in not approving Site Owner's specified area if the area to which the Communication Easement is to be relocated is not comparable to the area from which the Communication Easement is relocated. An area will not be considered comparable if any Customer's ability to send and receive transmissions will be affected. Site Owner shall obtain the written consent of the lessees under the Existing Agreements to the proposed relocation, unless per the terms thereof, such consent is not required. In the event that the Customers under the applicable Existing Agreements do not consent to the proposed relocation and consent is not expressly waived under the terms thereof, the Communication Easement shall not be relocated by the Site Owner. Replacement Customers' Agreements made by and between Unison and the Replacement Customers on the Property shall allow for the Site Owner to relocate the Easements in accordance with this paragraph. Site Owner shall carry out the relocation of the Easements, including without limitation, any required relocation of the Facilities owned by Unison and/or the Customers at Site Owner's sole cost and in an expeditious manner with reasonable efforts to minimize any interruption or interference with the Customers. For any period of time during which the relocation of the Communication Easement is anticipated to cause interruption and/or interference with the Customers, Unison or its Customers shall have the right to install on the Property a cell on wheels ("COW") transmission facility or other temporary communications tower, antenna structure or related facility, provided any such temporary measure will be brought on the Property, installed and maintained at Unison's sole expense, will not interfere with Site Owner's use of the Property, and will be removed by Unison or its Customers upon completion of the relocation. Any towers or other improvements necessary as a result of the relocation described herein shall be expressly subject to applicable governmental approvals, if any; and, Site Owner expressly agrees to assist and cooperate in good faith in obtaining any such governmental approvals.

[SIGNATURE PAGES TO FOLLOW.]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

"SITE OWNER":

THE 899 BUILDING, LLC,
an Illinois limited liability company

By: RSQ
Print Name: Robert Stephen Qualkinbush
Title: Manager

Address: 2421 Simpson Street
City: Evanston
State: Illinois
Zip: 60201
Tel: (847) 470-0710
Fax: 847 282 1744

Property of Cook County Clerk's Office

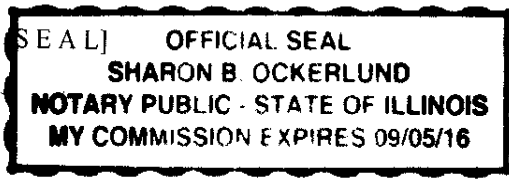
STATE OF ILLINOIS
COUNTY OF Cook) ss.

Before me, a notary public in and for said State, appeared Robert Stephen Qualkinbush known to me, or proven to me, who duly authorized to act on behalf of the Site Owner of the Easement described in the foregoing Wireless Communication Easement and Assignment Agreement, executed and acknowledged said instrument as his/her free act and deed on behalf of said Site Owner.

Given under my hand and seal this 9th day of May, 2013.

My commission expires: 9/15/2016

Sharon B. Ockerlund
Notary Public



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above,

“UNISON”:

WITNESSES:

Maisha Smith
 Print Name: **MAISHA SMITH**

James R. Holmes
 Print Name: **James R. Holmes**

T10 UNISON SITE MANAGEMENT LLC,
a Delaware limited liability company

James R. Holmes
 By: _____
 Name: James R. Holmes
 Title: Authorized Signatory

Address: P. O. Box 1951
 City: Frederick
 State: Maryland
 Zip: 21702-0951
 Tel: (646) 452-5455
 Fax: (301) 360-0635

STATE OF NEW YORK)

COUNTY OF NEW YORK)

)
) ss.
)

On the 6th day of May in the year of 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared James R. Holmes, Authorized Signatory of T10 Unison Site Management LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: *Elena L Taylor*
 My Commission Expires: _____
 Commission Number: _____

ELENA L. TAYLOR
 Notary Public, State of New York
 No. 02TA6136247
 Qualified in New York County
 Commission Expires December 19, 2013

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

Lots Eight, Nine and Ten in Block Two and all of Block Three excepting therefrom that part thereof lying South of a line drawn from a point in the West line of said Block Three, 9.0 feet North of the Southwest corner of said Block Three, to a point in the East line of said Block Three, 15.75 feet North of the Southeast corner of said Block Three, in Hughes-Brown-Moore Corporation's First Addition to North Shore Villa, being a subdivision of part of the Northeast Quarter of the Northeast Quarter of Section Eleven, Township Forty-Two North, Range Twelve East of the Third Principal Meridian, together with, that portion of vacated Sunset Ridge bounded and described as follows: Beginning at the Northeast corner of Lot Ten in Block Two aforesaid; thence East along the extension East of the North line of said Lot Ten, for a distance of 20.0 feet; thence South along a line of 20.0 feet East of and parallel to the West line of said Sunset Ridge Road, said line being 30.0 feet West of and parallel with the East line of Section Eleven, aforesaid, for a distance of 370.0 feet; thence Southwesterly to a point on said West line of Sunset Ridge Road, said point being 15.75 feet North of the Southeast corner of Block Three, aforesaid; thence North along said West line of Sunset Ridge Road, 380.0 feet to the place of beginning, in Cook County, Illinois.

PARCEL 2:

All that part of vacated Sheridan Place lying West of the West line of Sunset Ridge Road, East of the East line of Skokie Boulevard and lying between Blocks (erroneously typed Locks) 2 and 3 in Hughes-Brown-Moore Corporation's First Addition to North Shore Villa, aforesaid; East of the Third Principal Meridian in Cook County, Illinois.

AND BEING the same property conveyed to 899 Skokie Blvd. LLC, from Chicago Title Land Trust Company, as Successor Trustee under Trust Agreement dated April 01, 1993 and known as Trust Number 3886 by Trustee's Deed dated May 24, 2012 and recorded June 12, 2012 in Instrument No. 1216412118; AND FURTHER CONVEYED to The 899 Building, LLC, an Illinois limited liability company from 899 Skokie Blvd. LLC, an Illinois limited liability company by Special Warranty Deed dated October 03, 2012 and recorded October 23, 2012 in Instrument No. 1229735019.

Tax Parcel No. 04-11-204-018

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EXHIBIT B-1

COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

All of the interior space of Room LL8 located in the basement of the building (the "Building") located on the Property, the exterior walls of the penthouse structure shown on the Attached Exhibit B-1-A Drawing, and the space leased and/or used by the Customers under Existing Agreements #1 on Exhibit C hereto; and,

All of the interior space of the T-Mobile equipment space located in the penthouse of the Building, the rooftop space shown on the attached Exhibit B-1-A Drawing, and the space leased and/or used by the Customers under Existing Agreements #2 on Exhibit C hereto.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Read, Agreed and Approved:

Site Owner:

The 899 Building, LLC

By: [Signature]
Name: Robert Stephen Qualkinbush
Title: Manager
Date: 5.9.13

Unison:

By: [Signature]
Name: James R. Holmes
Title: Authorized Signatory
Date: May 6, 2013

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EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, and including the following:

Access Easement:

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to **Skokie Boulevard and Sunset Ridge Road** (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.

Utility Easement:

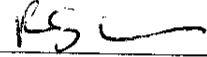
A non-exclusive easement in, to, under and over portions of the Property for ingress and egress to the Communication Easement, conduits, shafts, raceways or other designated space to connect the telecommunications equipment to other locations inside or outside the building as is necessary to install wiring, electronic equipment and other personal property, and to support and maintain the Facilities (hereinafter the "Utility Easement") along with the right to use said Access Easement and Utility Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

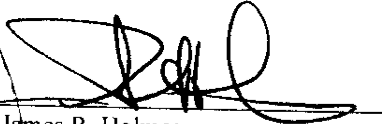
Read, Agreed and Approved:

Site Owner:

The 899 Building, LLC

By: 
 Name: Robert Stephen Qualkinbush
 Title: Manager
 Date: 5.9.13

Unison:

By: 
 Name: James R. Holmes
 Title: Authorized Signatory
 Date: May 6, 2013

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EXHIBIT C

EXISTING AGREEMENTS

Site Owner assigns and transfers to Unison, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Site Owner under any Existing Agreements, including, without limitation, the following:

1. The Lease dated as of April 17, 1989 between LaSalle National Bank as successor trustee to LaSalle Bank/Northbrook, formerly Northbrook Trust and Savings Bank, as Trustee under Trust Agreement dated November 7, 1966 and known as Trust No. 25-219-00 and 899 Skokie Limited Partnership as sole beneficiary of said trust, collectively as lessor, and Cellular One - Chicago, a division of Southwestern Bell Mobile Systems, Inc., a corporate incorporated under the laws of the State of Delaware and the Commonwealth of Virginia, as lessee, as amended by the First Amendment to Lease Agreement dated as of August 28, 2005 by and between LaSalle National Bank as successor trustee to LaSalle Bank/Northbrook, formerly Northbrook Trust and Savings Bank, as Trustee under Trust Agreement dated November 7, 1966 (erroneously referred to as 1996) and known as Trust No. 25-219-00 and 899 Skokie Limited Partnership, as sole beneficiary of said trust number 25-219-00 (erroneously referred to as 21-219-00), as lessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless, successor in interest to Cellular One - Chicago, a division of Southwestern Bell Mobile Systems, Inc., as lessee.
2. The Rooftop Site Lease With Option dated October 20, 1999 between Bank of Waukeegan Trust 3886 dated April 1, 1993, as lessor, and Cook Inlet/VoiceStream PCS, LLC, by its agent, VoiceStream PCS BTA 1 Corp., as lessee, as disclosed by the Memorandum of Lease of even date therewith and recorded on March 22, 2001 in Instrument No. 0010229229, as amended by First Amendment to Rooftop Site Lease With Option by and between Bank of Waukeegan Trust 3886 dated April 1, 1993, as lessor, and VoiceStream GSM I Operating Company, LLC, successor in interest to Cook Inlet/VoiceStream PCS, LLC by its agent VoiceStream PCS BTA 1 Corp., as lessee, dated as of August 16, 2005.

Site Owner hereby authorizes Unison to replace this Exhibit C if information becomes available to more accurately describe the agreement(s) listed on this Exhibit C, and upon delivery to Site Owner, such revised Exhibit C shall be deemed to be the final agreement between the Parties with respect to this Exhibit C.

Read, Agreed and Approved:

Site Owner:

The 899 Building, LLC

By: RS
 Name: Robert Stephen Qualkinbush
 Title: Manager
 Date: 5.9.13

Unison:

By: [Signature]
 Name: James R. Holmes
 Title: Authorized Signatory
 Date: May 6, 2013

UNOFFICIAL COPY

EXHIBIT D

TITLE ENCUMBRANCES

The following security interests in favor of West Suburban Bank: Mortgage, Assignment of Rents and Security Agreement (Including a UCC Financing Statement) dated October 3, 2012, by and between The 899 Building LLC, an Illinois limited liability company, as mortgagor, and West Suburban Bank, an Illinois Banking Corporation, as mortgagee, and recorded on October 23, 2012, as Document No. 1229735020, Official Records, Cook County, Illinois, for which a Non-Disturbance Agreement has been executed in favor of Unison and recorded in the Official Records of Cook County, State of Illinois, as Document No. _____.

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