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86235030

Owner Prudential Insurance  
Company of America

Address 130 E. Randolph Drive  
Chicago, Illinois 60601

59<sup>00</sup>

LEASEHOLD DEED OF TRUST  
(WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT  
AND FINANCING STATEMENT)

Dated as of June 3, 1986

THE STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

As used herein, "Lender" means REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, THE FIRST NATIONAL BANK OF CHICAGO, THE PHILADELPHIA NATIONAL BANK and NATIONAL WESTMINSTER BANK USA, their successors and assigns and "Grantor" means Tower Communication Systems Corporation, whose mailing address is 13375 National Road S.W., Reynoldsburg, Ohio 43068. REPUBLICBANK DALLAS, NATIONAL ASSOCIATION, whose mailing address for purposes of this deed of trust is Pacific and Ervay Streets, Dallas, Texas 75201, is collateral agent (in such capacity, the "Collateral Agent") under that certain Collateral Agent and Intercreditor Agreement of even date herewith (the "Collateral Agent Agreement") among various parties signatory thereto. In consideration of the debt and trust hereinafter mentioned, Grantor does hereby grant, bargain, sell, transfer, assign and convey unto H. Clinton Roberts, Jr., Trustee (hereinafter called "Trustee") a first and prior security interest and lien securing the Obligation (as hereinafter defined) on behalf of the Collateral Agent on behalf of and for the ratable benefit of Lender, its successors and assigns and a second security interest and lien on behalf of The Prudential Insurance Company of America, whose mailing address for purposes of this deed of trust is 100 Mulberry Tree, Newark, New Jersey 07162 ("Subordinated Creditor"), and its successors and assigns, as their respective interests are defined in accordance with the Collateral Agent Agreement, in and to all right and title of Grantor in and to the leasehold interest in the real property described in Exhibit "B" attached hereto created by that certain Lease (the "Lease" together with all

Prepared By:  
Elaine Harrison  
Jones, Day, Reavis & Pougue  
2300 LTV Center  
2001 Ross Ave.  
Dallas, TX 75201

Return To:  
Elaine Harrison  
Jones, Day, Reavis & Pougue  
2300 LTV Center  
2001 Ross Ave.  
Dallas, TX 75201

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RECORDERS BOOK 47  
Sales

A#-949275 Sales

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extensions, amendments, supplements and restatements thereof), dated January 24, 1983, between Grantor and Prudential Insurance Company of America (the "Lessor") attached hereto as Exhibit "A" and made a part hereof, together with all improvements on the realty and hereafter placed thereon, and all equipment, apparatus, fixtures, inventory and all other property, now or hereafter belonging to Grantor and now or hereafter installed, used or situated on the real property herein described or the improvements thereon, including, but not limited to, electronic equipment, standby generators, all towers, antennae and similar equipment, heating, lighting, refrigeration, plumbing, ventilating, incinerating, waterheating, cooking, dishwashing, radio, communication, electrical, and air conditioning equipment, together with all appliances, generators, engines and machinery, elevators, pumps, motors, compressors, boilers, condensing units, disposals, range hoods, furniture, furnishings, sprinklers, wiring, pipe, doors, windows, window screens, draperies, awnings, shelving, mantels, cabinets, paneling, wall coverings and floor coverings, and such other goods and chattels and personal property as are ever owned by Grantor and used or furnished in operating a building or buildings or in conducting any activity therein, upon the real property herein described, and all renewals, replacements and substitutions thereof and additions and accessions thereto, whether or not the same are or shall be attached to the realty in any manner, together with all building materials and equipment owned by Grantor now or hereafter delivered to such premises and intended to be installed thereon; and together with all other interest of every kind and character in and to the real property herein described which the Grantor now owns or at any time hereafter acquires.

This conveyance shall include, and the lien, security interest and assignment created hereby shall encumber and extend to, all other, further or additional title, estates, interest or rights which may exist now or at any time be acquired by Grantor in or to the property demised under the lease creating such leasehold estate and including Grantor's rights, if any, to purchase the property demised under such lease and, if fee simple title to any of such property shall ever become vested in Grantor, such fee simple interest shall be encumbered by this Deed of Trust in the same manner as if Grantor had fee simple title to such property as of the date of execution hereof. All property above described and all rights, title, estates and interests of Grantor therein described above

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(whether one or more tracts and whether real and personal property or only realty or only personalty), together with any additional interest therein now owned or hereafter acquired by Grantor, is referred to below as the "Mortgaged Property."

TO HAVE AND TO HOLD the Mortgaged Property, together with all the rights, hereditaments and appurtenances in any wise appertaining or belonging thereto, unto said Trustee and his successors or substitutes in this trust, and his and their assigns, in trust and for the uses and purposes hereinafter set forth, forever.

The expression "Grantor's successors" as used herein shall mean each and all of the Grantor's representatives, successors, and assigns. Grantor hereby binds Grantor and Grantor's successors to warrant and forever defend, all and singular, the Mortgaged Property unto the Trustee and his successors or substitutes in this trust, and to his and their assigns, forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In addition to the lien above created, Grantor hereby grants to the Trustee a first security interest and lien, on behalf of the Collateral Agent on behalf of and for the ratable benefit of Lender and its successors and assigns and a second security interest and lien on behalf of Subordinated Creditor and its successors and assigns as their interests are defined in the Collateral Agent Agreement, a security interest in (i) each and every part of the Mortgaged Property which are fixtures or personal property, (ii) in all proceeds from the sale, lease or other disposition thereof, (iii) in all sums, proceeds, funds and reserves described or referred to in Sections 5.5 and 5.6 hereof, and (iv) all substitutions, additions, replacements and accessions of any of the foregoing; provided that this grant of a security interest in proceeds shall not be deemed to authorize any action otherwise prohibited herein.

## ARTICLE I - SECURED INDEBTEDNESS

1.1 This deed of trust is given to secure (a) the obligations hereunder, the obligations under any instrument given to secure the hereinafter mentioned notes, the Obligation, as defined in the Credit Agreement (as the same may from time to time be amended, supplemented or otherwise modified, the "Credit Agreement"), dated June 3, 1986, among Lender and Communications Transmission Holding, Inc. (the

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"Company") and its Subsidiaries, including but not limited to, those certain promissory notes, dated June 3, 1986, executed by the Company and/or its Subsidiaries, payable to the order of Lender in the aggregate original principal amount of \$160,000,000, bearing interest as in said notes specified, interest payable as in said notes specified, and having final maturity dates of June 1, 1993, and any and all renewals, modifications, increases or extensions of said notes and notes issued in substitution or exchange therefor (hereinafter called "the note"), or any part thereof, (b) the Subordinated Debt and the Subordinated Notes issued pursuant to the Note and Stock Purchase Agreement, dated June 3, 1986 (the "Note and Stock Purchase Agreement"), including, but not limited to, the Subordinated Notes due April 30, 1996, dated June 3, 1986, executed by the Company, registered in the name of the Subordinated Creditor in the aggregate original principal limit of \$35,000,000, any additional Subordinated Notes hereafter executed by the Company in the aggregate original principal amount of not in excess of \$18,000,000, bearing interest as in said Subordinated Notes specified, and any and all renewals, modifications, increases, or extensions of said Subordinated Notes and Subordinated Notes issued in substitution or exchange therefor which are permitted by Lender (referred to herein as the "Subordinated Debt") and (c) all costs incurred by the Collateral Agent to obtain, preserve, perfect and enforce this agreement and security interest, collect the Obligation and the Subordinated Debt, and maintain, preserve, collect and enforce the Mortgaged Property, including but not limited to taxes, assessments, insurance premiums, repairs, reasonable attorney's fees and legal expenses, rent, storage costs and expenses of sale. The words "Secured Indebtedness," as used herein, shall mean all of the indebtedness, obligations and liabilities described or referred to above in clauses (a), (b) and (c) of this Section 1.1. In no event will the Secured Indebtedness ever exceed \$660,000,000, and in the event that the sum of the indebtedness, obligations and liabilities described or referred to in clauses (a), (b) and (c) of this Section 1.1 exceed said amount, then the Subordinated Debt, to the extent of such excess, shall be deemed unsecured by this deed of trust, and such unsecured portion shall not receive priority. The words "Collateral Agent" or "Collateral Agents" as used herein shall mean the holder of the Secured Indebtedness. Unless otherwise defined herein, terms used herein shall have the same meanings as those used in the Credit Agreement.

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## ARTICLE II - CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS OF GRANTOR

2.1 Grantor warrants that Grantor is lawfully seized of the Mortgaged Property and has good and merchantable title to the Mortgaged Property, free and clear of all superior liens, charges and encumbrances, that Grantor has the authority to execute and deliver this deed of trust, including the grant of a security interest and assignment of rents contained herein, and to warrant and defend the title against the claims of all persons whomsoever and that the lien granted hereunder constitutes a first and prior perfected security interest and lien in the Mortgaged Property on behalf of the Collateral Agent on behalf of and for the ratable benefit of Lender and a second security interest and lien on behalf of Subordinated Creditor. Grantor further warrants that the Lease is in full force and effect; no default in payment and no material nonmonetary default (nor any event, which, with notice or lapse of time or both, could cause such a default) has occurred and is continuing thereunder, that the Lease is not subject to any defenses, offsets, or counter claims and that there have been no renewals and/or extensions of, or supplements, modifications, or amendments to the Lease not previously disclosed to the Collateral Agent; and that Grantor is in the possession of the premises covered by, and leased under the Lease. Grantor shall punctually and properly perform, observe, and otherwise comply with each and every covenant, agreement, requirement and condition set forth in the Lease, which are material to maintaining the Lease in full force and effect, and do or cause to be done all things necessary or appropriate to keep the Lease in full force and effect and to preserve and keep unimpaired the rights of Grantor and the Collateral Agent thereunder, and Grantor shall neither do nor suffer to be done any act of commission or omission which would justify the Lessor under the Lease to cancel same, evict Grantor, or declare due and payable all or any part of the rental and other sums payable thereunder in advance of the time specified therein for the payment thereof. Grantor will not, without the express prior written consent of the Collateral Agent, amend, modify, surrender, impair, forfeit, cancel, or terminate, or permit the amendment, modification, surrender, impairment, forfeiture, cancellation, or termination of the Lease in whole or in part, whether or not a default shall have occurred and shall be continuing thereunder. Grantor shall promptly notify the Collateral Agent and Subordinated Creditor in writing of the occurrence of an event of default (or any event which, with the lapse of time or notice or both, could become such a default) on the part of or caused by any party to the Lease; if

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for any reason Grantor cannot timely make any payment under the Lease or perform or comply with any of its obligations under the Lease, Grantor shall notify the Collateral Agent in sufficient time to enable the Collateral Agent (but the Collateral Agent shall not be obligated) to timely make such payments and/or to perform or comply with such other obligations. Grantor has good and merchantable title to the Lease.

2.2 Grantor warrants that no part of the Mortgaged Property constitutes a part of Grantor's business homestead.

2.3 Grantor, for Grantor and Grantor's successors, covenants and agrees: (a) to pay, or cause to be paid, before delinquent, all lawful taxes and assessments of every character in respect of the Mortgaged Property, or any part thereof (for purposes of this Section 2.3, "Mortgaged Property" shall include the real property underlying the Lease), and from time to time, upon request of the Collateral Agent, to furnish to the Collateral Agent evidence satisfactory to the Collateral Agent of the timely payment of such taxes and assessments; (b) to carry insurance with respect to the Mortgaged Property with such insurers, in such amounts and covering such risks as shall be reasonably satisfactory to the Collateral Agent, including, but not limited to, insurance against loss or damage by fire, lightning, hail, windstorm, explosion, riot, hazards, casualties and other contingencies; provided that in the absence of written direction from the Collateral Agent, the insurance shall not be less than the fair insurable value of the Mortgaged Property or the amount of the Secured Indebtedness, whichever is less, but in no event shall such insurance coverage be less than eighty percent (80%) of the full insurable value of the Mortgaged Property; (c) if, and to the extent that, the Mortgaged Realty (as defined hereinafter) or any part thereof is located within an area that has been, or should such area at any time be, designated or identified as an area having special flood hazards by the Secretary of Housing and Urban Development or by such other official as shall from time to time be authorized by federal or state law to make such designation pursuant to the National Flood Insurance Act of 1968, as such act may from time to time be amended and in effect, or pursuant to any other national or state program of flood insurance, to carry flood insurance with respect to the Mortgaged Realty in amounts not less than the maximum limit of insurance coverage then available with respect to the Mortgaged Realty pursuant to any and all national and state flood insurance programs then in effect or the amount of the Secured Indebtedness, whichever is less; (d) to cause all insurance so

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carried to contain a standard mortgagee clause and to be payable to the Collateral Agent and to Subordinated Creditor as their interests may appear and are defined pursuant to the Collateral Agent Agreement, to deliver the policies of insurance to the Collateral Agent, and, in the case of all policies of insurance carried by each Lessee (as that term is hereinafter defined) for the benefit of Grantor, to cause all such policies to be payable to the Collateral Agent and to Subordinated Creditor as their interest may appear and are defined pursuant to the Collateral Agent Agreement; (e) to pay, or cause to be paid, all premiums for such insurance before such premiums become due, to furnish to the Collateral Agent satisfactory proof of the timely making of such payments and to deliver all renewal policies to the Collateral Agent at least fifteen (15) days before the expiration date of each expiring policy; (f) not to do or permit others to perform any act that would create or result in an increased hazard or risk of loss to the Mortgaged Property, or any part thereof, unless and until notice of such increased risk or hazard shall have been given to the Collateral Agent and to the insurers and evidence of satisfactory insurance coverage regarding such risk shall have been delivered to the Collateral Agent; (g) to comply with all valid governmental laws, ordinances and regulations applicable to the Mortgaged Property and its ownership, use and operation, and with all easements, restrictions, agreements, covenants and conditions with respect to or affecting the Mortgaged Property, or any part thereof; (h) at all times to maintain, preserve and keep the Mortgaged Property and all appurtenances thereto in good repair and condition, and from time to time to make all necessary and proper repairs, replacements and renewals, and not to commit or permit any waste on or of the Mortgaged Property, and not to do anything to the Mortgaged Property, that may impair its value; (i) to pay promptly all bills for labor and materials incurred in connection with the Mortgaged Property, and never to permit to be fixed against the Mortgaged Property, or any part thereof, any lien or security interest, even though inferior to the liens and security interests hereof, for any such bill which may be legally due and payable, and, never to permit to be created or exist in respect of the Mortgaged Property, or any part thereof, any other or additional lien or security interest on a parity with or superior to the liens and security interests hereof; (j) at any time, and from time to time, upon request by the Collateral Agent or Subordinated Creditor, forthwith, to execute and deliver to the Collateral Agent and Subordinated Creditor any and all additional instruments and further assurances, and do all other acts and things, as may be necessary or proper, in the Collateral Agent's or Subordinated

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Creditor's opinion, to effect the intent of these presents, more fully evidence and perfect the rights, titles, liens and security interests herein created or intended to be created and protect the rights, remedies, powers and privileges of the Collateral Agent hereunder; (k) from time to time, upon request of the Collateral Agent, to furnish promptly to the Collateral Agent such financial statements and reports relating to Grantor and Grantor's business affairs as the Collateral Agent or Subordinated Creditor may reasonably request; (l) if Grantor is a corporation, to maintain continuously Grantor's corporate existence, good standing and its right to do business in Illinois and in each other state where any part of the Mortgaged Property is situated; (m) without the prior written consent of the Collateral Agent on behalf of Lender (which consent may be withheld with or without cause), not to sell, trade, transfer, assign, exchange or otherwise dispose of the Mortgaged Property, or any part thereof other than as permitted under the Credit Agreement; (n) to pay the Secured Indebtedness in accordance with the terms thereof or hereof, or when the maturity thereof may be accelerated in accordance with the terms thereof or hereof; (o) promptly, after execution of a contract, to deliver to the Collateral Agent and Subordinated Creditor the terms of any sale of the Mortgaged Property, or any part thereof, and to pay to the Collateral Agent a reasonable fee each time title to the Mortgaged Property or any part thereof is transferred, to reimburse the Collateral Agent and anyone acting on behalf of the Collateral Agent and Subordinated Creditor for time spent and expenses incurred as a result of each such transfer; provided, however, that neither this subsection (o) nor Section 5.4, 5.7, 5.9 and 5.11 hereof shall be construed to impliedly or expressly authorize any action by Grantor contrary to Subsection 2.3(m) preceding; (p) (deleted); (q) at any time that any law shall be enacted imposing or authorizing the imposition of any tax upon this deed of trust, or upon any rights, titles, liens or security interests created hereby, or upon the Secured Indebtedness, or any part thereof, immediately to pay all such taxes; provided that, in the alternative, Grantor may, in the event of the enactment of such law, and must, if it is unlawful for Grantor to pay such taxes, prepay the Secured Indebtedness in full within sixty (60) days after demand therefor by the Collateral Agent; (r) to furnish promptly at any time and from time to time, upon request, a written statement or affidavit, in such form as shall be reasonably satisfactory to the Collateral Agent and Subordinated Creditor, stating the unpaid balance of the Secured Indebtedness and that there are no offsets or defenses against full payment of the Secured Indebtedness and the terms hereof, or, if there are any such offsets and

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defenses, specifying them; (s) to perform punctually and properly all of Grantor's covenants, duties and liabilities under any other security agreement, mortgage, deed of trust, collateral pledge agreement, loan agreement, contract or assignment of any kind now or hereafter existing as security for or in connection with payment of the Secured Indebtedness, or any part thereof; (t) to allow the Collateral Agent and Subordinated Creditor to inspect the Mortgaged Property and all records relating thereto or to the Secured Indebtedness, and to make and take away copies of such records; and (u) not to cause or permit all or any portion of the Mortgaged Property which is fixtures or personal property to be removed from the real property on which said personal property is located, except as permitted according to the terms and provisions of the Credit Agreement.

2.4 In the event that any lien or security interest shall ever exist or be created which is on a parity with or superior to the liens and security interest herein, Grantor warrants that no default or event of default has occurred or will occur under any instrument or agreement creating or giving rise to such lien or security interest, and covenants that Grantor will timely perform or cause to be performed all covenants, agreements and obligations required to be performed under or pursuant to the terms of any such instrument or agreement. Grantor covenants that no such liens or security interests shall exist or be created, nor shall any other or additional indebtedness be created and secured thereby, without the express written consent of the Collateral Agent and the Subordinated Creditor in accordance with the terms and provisions of the Credit Agreement and the Collateral Agent Agreement. Nothing in this Section 2.4 shall be construed to authorize, either impliedly or expressly, the creation or existence of any lien or security interest contrary to any warranty of title or covenant contained herein or in the Loan Papers (as defined in the Credit Agreement), nor the taking of any action by Grantor contrary to any covenant contained herein, including, but not limited to, the covenants contained in Subsection 2.3(i) hereof.

2.5 Any and all covenants in this deed of trust may from time to time, by instrument in writing signed by Holder and delivered, be waived to such extent and in such manner as the Holder may desire, but no such waiver shall ever affect or impair the Holder's rights or liens hereunder, except to the extent so specifically stated in such written instrument.

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## ARTICLE III - RESPECTING DEFAULTS AND CERTAIN REMEDIES

3.1 The term "default," as used herein, shall mean an Event of Default under the Credit Agreement, the Note and Stock Purchase Agreement or any default under any note or Subordinated Notes secured hereby, or any default under any instrument now or hereafter given to secure the note or the Obligation or the Secured Indebtedness, or any default in the performance of obligations or covenants of this deed of trust.

3.2 If Grantor should fail to keep or perform any covenant whatsoever contained in this deed of trust, the Collateral Agent or Subordinated Creditor may, but shall not be obligated to any person to do so, perform or attempt to perform said covenant, and any such payment so made or expense incurred in the performance or attempted performance of any such covenant shall be a part of the Secured Indebtedness, and Grantor promises, upon demand, to pay to the Collateral Agent to be applied in accordance with the terms and provisions of the Collateral Agent Agreement, all sums so advanced or paid by the Collateral Agent, with interest at the Highest Lawful Rate (as defined in the Credit Agreement) per annum from date when paid by the Collateral Agent or Subordinated Creditor until repaid by Grantor. No such payment by the Collateral Agent or Subordinated Creditor shall constitute a waiver of any such default. In addition to the lien thereof, the Collateral Agent or Subordinated Creditor shall be subrogated to all rights and liens securing the payment of any debt, claim, tax or assessment paid from any advance made by the Collateral Agent or Subordinated Creditor, subject to the terms and provisions of the Collateral Agent Agreement.

3.3 Upon the occurrence of a default, the Collateral Agent may, at its option, do any one or more of the following: (a) Without notice, demand or presentment, which are hereby waived by Grantor, declare the entire unpaid balance of principal of the Secured Indebtedness, and all accrued interest thereon, immediately due and payable. (b) Proceed or direct Trustee to proceed to exercise all the rights to foreclose the lien hereof in accordance with the laws of the State of Illinois and to exercise any other remedies of Trustee (as a mortgagee) provided in this deed of trust or which Trustee may have at law, equity or otherwise. (c) It is intended by each of the foregoing provisions of Subsection 3.3(b) that Trustee shall have the remedies of a secured party under the Illinois Uniform Commercial Code (the "Code"), including without limitation, the right to take immediate and exclusive possession of the

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fixtures, equipment, goods and other personal property, or any part thereof, and for that purpose may, with or without judicial process, take possession of such property in accordance with Subsection 3.3(d) hereof. (d) Enter upon and take possession of the Mortgaged Property and remove the fixtures or personal property or any part thereof, to the extent they are owned by the Grantor, with or without judicial process, and, in connection therewith, without any responsibility or liability on the part of Lender, Subordinated Creditor or the Collateral Agent, take possession of any property of the Grantor located on or in the Mortgaged Property which is a part of the Mortgaged Property and hold or store such property at Grantor's expense. (e) Require Grantor to assemble all or any part of the Mortgaged Property constituting fixtures or personal property and make it available to the Collateral Agent at a place to be designated by the Collateral Agent which is reasonably convenient to Grantor and the Collateral Agent. (f) After notification, if any, hereafter provided in this Subsection 3.3(f), sell, lease or otherwise dispose of, at the office of the Collateral Agent, or on the Mortgaged Realty, or elsewhere, as chosen by the Collateral Agent, all or any part of the Mortgaged Property constituting fixtures or personal property in its then condition, or following any commercially reasonable preparation or processing, and each Sale [as used herein the term "Sale" means any such sale, lease or other disposition made pursuant to this Subsection 3.3(f)] may be as a unit or in parcels, by public or private proceedings, and by way of one or more contracts, and, at any Sale, it shall not be necessary to exhibit such fixtures or personal property, or part thereof, being sold. The Sale of any part of such fixtures or personal property shall not exhaust the Collateral Agent's power of Sale, but Sales may be made from time to time until the Secured Indebtedness is paid and performed in full. Reasonable notification of the time and place of any public Sale pursuant to this Subsection 3.3(f), or reasonable notification of the time after which any private Sale is to be made pursuant to this Subsection 3.3(f), shall be sent to Grantor and to any other person entitled under the Code to notice; provided that if the fixtures or personal property, or part thereof, being sold are perishable, or threaten to decline speedily in value, or are of a type customarily sold on a recognized market, the Collateral Agent may sell, lease or otherwise dispose of such fixtures or personal property, or part thereof, being sold, leased or otherwise disposed of without notification, advertisement or other notice of any kind. It is agreed that notice sent or given not less than five (5) calendar days prior to the taking of the action to which the notice relates, is reasonable notification and notice

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for the purposes of this Subsection 3.3(f). (g) Surrender the insurance policies maintained pursuant to Subsection 2.3(b) and 2.3(c) hereof, or any part thereof, and receive and apply the unearned premiums as a credit on the Secured Indebtedness, and, in connection therewith, Grantor hereby appoints the Collateral Agent as the agent and attorney-in-fact for Grantor to collect such premiums to be applied in accordance with the terms and provisions of the Collateral Agent Agreement. The Collateral Agent shall have no obligation to keep any insurance in force with respect to the Mortgaged Property or any part thereof. (h) Retain any or all of the Mortgaged Property which is fixtures or personalty in satisfaction of the Secured Indebtedness whenever the circumstances are such that the Collateral Agent is entitled to do so under the Code. (i) Hold, manage, operate or otherwise use or permit the use of the Mortgaged Property, either itself or by other persons, firms or entities, in such manner, for such time, and upon such other terms as the Collateral Agent may deem prudent under the circumstances. (Provided however, that nothing herein shall contravene subsections 5.15 and 5.16 hereof.)

3.4 The Collateral Agent or Subordinated Creditor may buy the Mortgaged Property, or any part thereof, at any public or judicial sale.

3.5 The Collateral Agent may buy the fixtures or personal property of the Grantor, or any part thereof, at any private Sale if the fixtures or personal property, or part thereof, being sold are a type customarily sold in a recognized market or are a type which is the subject of widely distributed standard price quotations.

3.6 In addition to any right or remedy granted to the Collateral Agent hereunder, the Collateral Agent shall have and may exercise any and all other rights and remedies which the Collateral Agent may have at law or in equity, or by virtue of any other security instrument, or under the Code, or otherwise.

3.7 If the Collateral Agent is the purchaser of the Mortgaged Property, or any part thereof, at any sale thereof, the Collateral Agent shall, upon any such purchase, acquire good title to the Mortgaged Property so purchased, free of the liens and security interests of these presents.

3.8 Should any part of the Mortgaged Property come into the possession of the Collateral Agent, after the occurrence and during the continuation of a default, the Collateral Agent may use or operate the Mortgaged Property (i) for the purpose

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of preserving it or its value, (ii) in accordance with any other rights held by the Collateral Agent in respect of the Mortgaged Property, or (iii) pursuant to the order of a court of appropriate jurisdiction. Grantor covenants to promptly reimburse and pay to the Collateral Agent, at the place where the note is payable, or at such other place as may be designated by the Collateral Agent in writing, the amount of all reasonable expenses (including the cost of any insurance, taxes or other charges) incurred by the Collateral Agent in connection with its custody, preservation, use or operation of the Mortgaged Property, together with interest thereon from the date incurred by the Collateral Agent until repaid by Grantor at the Highest Lawful Rate per annum, and all such expenses, cost, taxes, interest and other charges shall be a part of the Secured Indebtedness, subject to the terms and provisions of the Collateral Agent Agreement. It is agreed, however, that the risk of accidental loss or damage to the Mortgaged Property is on Grantor, and the Collateral Agent shall have no liability whatever for decline in value of the Mortgaged Property, nor for failure to obtain or maintain insurance, nor for failure to determine whether any insurance ever in force is adequate as to amount or as to the risks insured.

3.9 In case the liens or security interests hereof shall be foreclosed, the purchaser at any such sale shall receive, as an incident to his ownership, immediate possession of the property purchased, and if Grantor or Grantor's successors shall hold possession of said property, or any part thereof, subsequent to foreclosure, Grantor and Grantor's successors shall be considered as tenants at sufferance of the purchaser at foreclosure Sale, and anyone occupying the property after demand made for possession thereof shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages by reason thereof are hereby expressly waived.

3.10 The proceeds from any Sale, lease or other disposition made pursuant to this Article III or the proceeds from surrendering any insurance policies pursuant to Subsection 3.3(h) hereof, or any Rental collected by the Collateral Agent pursuant to Article IV hereof, or sums received pursuant to Section 5.5 hereof, or proceeds from insurance which the Collateral Agent elects to apply to the Secured Indebtedness pursuant to Section 5.6 hereof, shall be applied by Trustee, or by the Collateral Agent, as the case may be, as provided for in the Collateral Agent Agreement.

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3.11 In the event of the death or incapacity of Trustee, or removal from the County of residence named above, or failure, refusal or inability, for any reason, to make any such sale or to perform any of the trusts herein declared, or at the option of the Collateral Agent, without cause, then the Collateral Agent may appoint, in writing, a substitute Trustee, who shall thereupon succeed to all the estate, rights, powers and trusts herein granted to and vested in the prior Trustee. Such appointment may be made on behalf of the Collateral Agent by any person who is then the president, or a vice-president, or any other authorized officer, of the Collateral Agent. In the event of the death of any substitute Trustee, or his failure, refusal or inability to make any such Sale or perform such trusts, successive substitute Trustees may thereafter, from time to time, be appointed in the same manner.

## ARTICLE IV - LEASES AND ASSIGNMENT OF RENTAL

4.1 As used in this deed of trust: (a) "Sublease" means any lease, sublease, assignment or other agreement under the terms of which any person other than Grantor has or acquires any right to occupy or use the Mortgaged Property, or any part thereof, or interest therein; (b) "Lessee" means the lessee, sublessee, tenant or other person having the right to occupy or use a part of the Mortgaged Property under a Sublease; and (c) "Rental" means the rents, royalties and other consideration payable to Grantor by the Lessee under the terms of a Sublease. Nothing in this Article IV shall be construed to authorize, either impliedly or expressly, the taking of any action by Grantor contrary to Subsection 2.3(i) hereof.

4.2 Grantor hereby assigns to the Collateral Agent and Subordinated Creditor in accordance with the terms of the Collateral Agent Agreement all Rental payable under each Sublease now or at any time hereafter existing, such assignment being upon the following terms: (a) until receipt from the Collateral Agent of notice of the occurrence of a default, each Lessee may pay Rental directly to Grantor, but after the occurrence and during continuation of a default Grantor covenants to hold all Rental so paid in trust for the use and benefit of the Collateral Agent and Subordinated Creditor as their interests are defined in the Collateral Agent Agreement; (b) upon receipt from the Collateral Agent of notice that a default exists, each Lessee is hereby authorized and directed to pay directly to the Collateral Agent all Rental thereafter accruing, and the receipt of the Collateral Agent shall be a release of such Lessee to the extent of all amounts so paid;

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(c) Rental so received by the Collateral Agent shall be applied by the Collateral Agent, first, to the expenses, if any, of collection and then in accordance with Section 3.10; (d) without impairing its rights hereunder, the Collateral Agent may, at its option, at any time and from time to time, release to Grantor Rental so received by the Collateral Agent, or any part thereof; (e) the Collateral Agent shall not be liable for its failure to collect, or its failure to exercise diligence in the collection of, Rental, but shall be accountable only for Rental that it shall actually receive; (f) this assignment shall terminate upon the release of this deed of trust, but no Lessee shall be required to take notice of termination until a copy of such release shall have been delivered to such Lessee. As between Subordinated Creditor, the Collateral Agent and Grantor, and any person claiming through or under Grantor, other than a Lessee who has not received notice of default pursuant to Subsection 4.2(a), the assignment contained in this Section 4.2 is intended to be absolute, unconditional and presently effective and the provisions of Subsections 4.2(a) and 4.2(b) are intended solely for the benefit of each Lessee and shall never inure to the benefit of Grantor or any person claiming through or under Grantor, other than a Lessee who has not received such notice. It shall never be necessary for the Collateral Agent to institute legal proceedings of any kind whatsoever to enforce the provisions of this Section 4.2.

4.3 Nothing in this Article IV shall ever be construed as subordinating this deed of trust to any Sublease.

4.4 Grantor, for Grantor and Grantor's successors, covenants: (a) upon request by the Collateral Agent, to assign to the Collateral Agent and Subordinated Creditor in accordance with the terms of the Collateral Agent Agreement, by separate instrument in form and substance satisfactory to the Collateral Agent, any or all Subleases, or the Rental payable thereunder, including but not limited to, any Sublease which is now in existence or which may be executed after the date hereof; (b) not to accept from any Lessee, nor permit any Lessee to pay, Rental for more than one month in advance; (c) to comply with the terms and provisions of each Sublease; (d) not to amend, modify, extend or renew any Sublease; (e) not to assign, transfer, mortgage, cancel or accept surrender of any Sublease; (f) not to assign, transfer, pledge or mortgage any Rental; (g) not to waive, excuse, release or condone any nonperformance of any covenants by any Lessee which are material to the maintenance of the Mortgaged Property; (h) to give to the Collateral Agent and Subordinated Creditor duplicate notice of each default by each Lessee; and (i) to use reasonable efforts

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to cause each Lessee to agree (and, each Lessee under each Sublease executed after the date hereof does so agree) to give to the Collateral Agent and Subordinated Creditor written notice of each and every default by Grantor under his Sublease and not to exercise any remedies under such Sublease unless the Collateral Agent fails to cure such default within thirty (30) days, or within such longer period as may be reasonably necessary if such default cannot be cured within thirty (30) days, after the Collateral Agent has received such notice; provided that the Collateral Agent shall never have any obligation or duty to cure any such default.

4.5 In the event the Collateral Agent ever collects Rental, the Collateral Agent shall be entitled to pay its agent as compensation for collecting such Rental, from sums so collected, a reasonable fee for such services which shall not be less than the normal and usual compensation charged by individuals in the business of performing such services, together with all actual expenses incurred in the collection of such Rental, and any portion of the Rental so paid as compensation and expenses for collecting such Rental shall not reduce the outstanding balance of the Secured Indebtedness, subject to the terms of the Collateral Agent Agreement.

## ARTICLE V - MISCELLANEOUS

5.1 If the Secured Indebtedness is paid and discharged in full in accordance with the terms of this deed of trust and the note and other instruments evidencing it, if Grantor shall well and truly perform all of Grantor's covenants contained herein, and if the Collateral Agent has executed a release of this deed of trust in fully recordable form, then this conveyance shall become null and void and be released at Grantor's request and expense; otherwise, it shall remain in full force and effect, provided that no release hereof shall impair Grantor's warranties and indemnities contained herein.

5.2 As used in this Article V, "Rights" means rights, remedies, powers and privileges, and "Liens" means titles, interests, liens and security interests. All Rights and Liens herein expressly conferred by this Article V are cumulative of all other Rights and Liens herein, or by law or in equity provided, or provided in any other security instrument executed by Grantor, or by any other person liable on the Secured Indebtedness, and shall not be deemed to deprive the Collateral Agent or Trustee of any such other legal or equitable Rights and Liens by judicial proceedings, or otherwise, appropriate to

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enforce the conditions, covenants and terms of this deed of trust, the note and other security instruments, and the employment of any Rights hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate Rights.

5.3 It is not the intention of Grantor, the Collateral Agent or Subordinated Creditor to make an agreement violative of the laws of any applicable jurisdiction relating to usury. Regardless of any provision in any of the Loan Papers, the Collateral Agent shall not ever be entitled to receive, collect or apply, as interest on the Obligation, any amount in excess of the Highest Lawful Rate. If the Collateral Agent ever receives, collects or applies, as interest, any such excess, such amount which would be excessive interest shall be applied, with respect to the Obligation, as set forth in the Credit Agreement.

5.4 Grantor hereby waives all rights of marshaling in event of any foreclosure of the liens and security interests hereby created.

5.5 The Collateral Agent shall be entitled to receive any and all sums which may be awarded or become payable to Grantor for the condemnation of the Mortgaged Property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantor for damages caused by public works or construction on or near the Mortgaged Property. All such sums are hereby assigned to the Collateral Agent and Subordinated Creditor as their interests are defined in the Collateral Agent Agreement, and Grantor shall, upon request of the Collateral Agent, make, execute, acknowledge and deliver any and all additional assignments and documents as may be necessary from time to time to enable the Collateral Agent to collect and receipt for any such sums. The Collateral Agent shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums.

5.6 the Collateral Agent may collect the proceeds of any and all insurance that may become payable with respect to the Mortgaged Property, or any part thereof, and, at its option, may use the same to rebuild or restore the improvements on the Mortgaged Property or may apply the same to the Secured Indebtedness in the order and manner set forth in Section 3.10 hereof, whether then matured or to mature in the future, and may deduct therefrom any expenses incurred in connection with

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the collection or handling of such proceeds, it being understood that the Collateral Agent shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of any of such proceeds.

5.7 It is understood and agreed that the proceeds of the note and Subordinated Note, to the extent the same are utilized to renew or extend any indebtedness or take up any outstanding Liens against the Mortgaged Property, or any portion thereof, have been advanced by the Collateral Agent or Subordinated Creditor at Grantor's request and upon Grantor's representation that such amounts are due and payable. The Collateral Agent and Subordinated Creditor shall be subrogated to any and all Rights and Liens owned or claimed by any owner or holder of said outstanding Rights and Liens, however remote, regardless of whether said Rights and Liens are acquired by assignment or are released by the holder thereof upon payment, subject to the terms and provisions of the Collateral Agent Agreement.

5.8 If the Rights and Liens created by this deed of trust shall be invalid or unenforceable as to any part of the Secured Indebtedness, then any portion thereof that is so determined to be unsecured shall be completely paid prior to the payment of the remaining and secured portion of the Secured Indebtedness, and all payments made on the indebtedness of Grantor to the Collateral Agent shall be considered to have been paid on and applied first to the complete payment of any unsecured portion of such indebtedness.

5.9 This deed of trust is binding upon Grantor and Grantor's successors, and shall inure to the benefit of the Collateral Agent and Subordinated Creditor, and their successors and assigns, and the provisions hereof shall likewise be covenants running with the land. The duties, covenants, conditions, obligations and warranties of Grantor in this deed of trust shall be joint and several obligations of Grantor and Grantor's successors.

5.10 Grantor waives notices of the creation, advance, increase, existence, extension or renewal of, and of any indulgence with respect to, the Secured Indebtedness; waives presentment, demand, notice of dishonor, and protest; waives notice of the amount of the Secured Indebtedness outstanding at any time, notice of any change in financial condition of any person liable for the the Secured Indebtedness or any part thereof, notice of any event of default, and all other notices respecting the the Secured Indebtedness; and agrees that maturity of the the Secured Indebtedness and any part thereof

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may be accelerated, increased, extended or renewed one or more times by the Collateral Agent in its discretion, without notice to Grantor.

5.11 In the event Grantor or any of Grantor's successors conveys his interest in the Mortgaged Realty, or any part thereof, to any other party, the Collateral Agent may, without notice to Grantor or Grantor's successors, deal with any owner of any part of the Mortgaged Realty with reference to this deed of trust and the Secured Indebtedness, either by way of forbearance on the part of the Collateral Agent, or extension of time of payment of the Secured Indebtedness, or release of all or any part of the Mortgaged Realty, or any other property securing payment of the Secured Indebtedness, without in any way modifying or affecting the Collateral Agent's or Subordinated Creditor's Rights and Liens hereunder or the liability of Grantor or any other party liable for payment of the Secured Indebtedness, in whole or in part. Nothing in this Section 5.11 shall be construed to authorize, either impliedly or expressly, the taking of any action by Grantor contrary to Section 2.3(i) hereof.

5.12 This deed of trust may be simultaneously executed in a number of identical counterparts, in which event, each of which, for all purposes, shall be deemed an original and all of which together shall be deemed to be a single document. If any Grantor is a corporation, this instrument is executed by Grantor's officers hereunto duly authorized.

5.13 The parties agree that this deed of trust shall constitute a security agreement and a financing statement within the meaning of the Code with respect to the fixtures, equipment, goods or other personal property described above, or any part thereof, and the Collateral Agent shall have the right at any time to file this deed of trust as a financing statement, but the failure of the Collateral Agent to do so shall not impair the validity and enforceability of this deed of trust in any respect whatsoever. Unless otherwise stated herein or in an instrument filed or recorded subsequent to the filing of this deed of trust, the address of the Collateral Agent from which information may be obtained concerning the liens and security interests herein granted is the address set forth herein for the Collateral Agent.

5.14 Except to the extent that federal law may govern the interest rate charged hereunder, this deed of trust shall be construed according to the laws of Illinois. It is performable by Grantor in the county of Collateral Agent's address set forth above.

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5.15 Notwithstanding anything contained herein which may be to the contrary, any foreclosure on, sale, transfer or other disposition of, or any other action taken or proposed to be taken by the Collateral Agent or Subordinated Creditor hereunder which would affect the operational, voting, or other control of the Grantor, shall be pursuant to Section 310(d) of the Communications Act of 1934, as amended "the "Communications Act"), and to the applicable rules and regulations thereunder, and, if and to the extent required thereby, subject to the prior approval of the Federal Communications Commission.

5.16 Notwithstanding anything contained herein which may be to the contrary, this deed of trust and the transactions contemplated hereby (i) do not and will not constitute, create, or have the effect of constituting or creating, directly or indirectly, actual or practical ownership of Grantor by the Collateral Agent or Subordinated Creditor, or control, affirmative or negative, direct or indirect, by the Collateral Agent or Subordinated Creditor over the programming, management, or any other aspect of the day-to-day operation of Grantor, which control remains in Grantor, and its shareholders and board of directors, and (ii) do not and will not constitute the transfer, assignment, or disposition in any manner, voluntary or involuntary, directly or indirectly, of any FCC License or authorization, or the transfer of control of Grantor within the meaning of Section 310(d) of the Communications Act.

5.17. Upon the termination of the Collateral Agent Agreement, Subordinated Creditor shall be entitled to the rights and remedies of the Collateral Agent hereunder.

EXECUTED this the 3rd day of June, 1986.

TOWER COMMUNICATION SYSTEMS  
CORPORATION

By \_\_\_\_\_  
Its \_\_\_\_\_

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THE STATE OF TEXAS     )  
                                  )  
COUNTY OF DALLAS     )

This instrument was acknowledged before me on June 3,  
1986 by J.M. Bator, President of Tower  
Communication Systems Corporation, an Ohio corporation, on  
behalf of said corporation.

Arduith Hollowell  
Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_



ARDITH HOLLOWELL  
Notary Public, State of Texas  
My Commission Expires Nov. 6, 1988

GRANTEE'S ADDRESS:

RepublicBank Dallas,  
National Association  
Pacific and Ervay Streets  
Dallas, Texas 75201

Property of Cook County Clerk's Office

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Exhibit "A"  
to Leasehold Deed of Trust

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Exhibit "B"

to Leasehold Deed of Trust

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EXHIBIT "A"

## GUARANTY

April 1, 1983

For value received, the undersigned, The Time Mirror Company, a California corporation, (herein called the "Guarantor") hereby unconditionally guarantees (i) the payment, when due, of rent payable under the lease dated January 24, 1983 between The Prudential Insurance Company of America, a New Jersey corporation, (herein called "Landlord") and Tower Communication Systems Corporation, an Ohio corporation and a wholly-owned subsidiary of the Guarantor, (herein called the "Tenant") for the premises known as Suites G-2 and 4003 (herein called the "Premises") in The Prudential Building, located at 130 East Randolph Drive, Chicago, Illinois 60601, for the term of ten (10) years commencing April 1, 1983 and ending March 31, 1993 in the total amount of Seven Hundred Twenty Eight Thousand One Hundred Sixty and No/100 Dollars (\$728,160) which is payable in monthly installments, to be adjusted, as provided for in the lease and (ii) the due and punctual performance by Tenant of any and all terms, covenants, conditions and agreements contained in said lease. The Guarantor agrees that upon default, the Landlord may proceed forthwith and directly against the Guarantor without proceeding against the Tenant or any other person or party. The Guarantor represents that the lease, as originally executed and delivered has been or when delivered will have been duly executed by duly authorized officers of Tenant, and is or when delivered will be a valid obligation of Tenant, legally binding upon it in accordance with its respective terms.

THE TIMES MIRROR COMPANY

By \_\_\_\_\_  
Senior Vice President

By 6 E. Knew  
Assistant Secretary

The foregoing Guaranty is hereby accepted as of the date first above-written.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By \_\_\_\_\_  
Vice President

*[Handwritten signature and initials]*  
1983

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THE TIMES MIRROR COMPANY

By \_\_\_\_\_  
Senior Vice President

By GE Kuew  
Assistant Secretary

The foregoing Guaranty is hereby accepted as of the date first above-written.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By \_\_\_\_\_  
Vice President

*[Handwritten signature and initials]*

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## LEASE

### PRUDENTIAL BUILDING

THIS INDENTURE, MADE January 24, 1983, WITNESSETH: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, herein called Landlord, hereby leases unto

TOWER COMMUNICATION SYSTEMS CORPORATION,  
an Ohio corporation,

herein called Tenant and Tenant accepts the premises, herein called the Premises, known as Suites 4003 and G-2 outlined on the plan attached hereto, made a part hereof and identified by the signatures of the parties hereto, in The Prudential Building, herein called the Building, located at 130 East Randolph Drive, Chicago, Illinois 60601, for the term of ten (10) years, commencing April 1, 1983, and ending March 31, 1993, unless sooner terminated as provided herein.

IN CONSIDERATION THEREOF, THE PARTIES COVENANT AND AGREE:

1. Tenant shall pay to Landlord, in coin or currency which, at the time of payment, is legal tender for public and private debts in the United States of America, at the office of the Building, or elsewhere as designated from time to time by notice in writing to Tenant, (a) the sum of ~~Seven Hundred Twenty Eight Thousand One Hundred Sixty and No/100~~ Dollars (~~\$728,160~~) as total base rental, in installments as follows:

1. For the period beginning April 1, 1983 and ending March 31, 1984, the sum of ~~Six Thousand Sixty Eight and No/100~~ ----- Dollars (~~\$6,068.00~~) a month; and

2. For the period beginning April 1, 1984, and ending March 31, 1988, the sum of ~~Six Thousand Sixty Eight and No/100~~ ----- Dollars (~~\$6,068.00~~) a month, subject to adjustment as provided in Section II; and

3. For the period beginning April 1, 1988, and ending March 31, 1989, a monthly sum to be determined by Landlord based on the same market rate being proposed by Landlord for, in Landlord's judgment, comparable space in the Building; and

4. For the period beginning April 1, 1989, and for the remainder of the term hereof, the monthly sum determined in subparagraph 3 above, subject to adjustments as provided in Section II;

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\*See amendment dated 6/17/83

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- (g) CONSUMER PRICE INDEX shall mean the twelve-month average of the Consumer Price Index for All Urban Consumers (U.S. City Average; All items 1967 = 100) published by the United States Department of Labor. In the event the publication of the Consumer Price Index is terminated, there shall be substituted for such index the most nearly similar index as determined by the firm of independent public accountants in charge of auditing Landlord's books.
- (h) OPERATING COSTS shall mean all expenses, costs and disbursements of every kind and nature which Landlord shall pay or become obligated to pay in respect of a calendar year during the term of this lease because of or in connection with the ownership, leasing and operation of the Building, subject to the following:
- (i) The amount of ad valorem real and personal property taxes against Landlord's real and personal property to be included shall be the amounts assessed for the calendar year in respect to which the Operating Costs are being determined, as shown on the tax bills for such calendar year, without deduction for possible refunds of taxes.
  - (ii) The amount of special taxes or special assessments to be included shall be the amount of the installment (plus any interest payable thereon) of such special tax or special assessment required to be paid during the calendar year in respect of which Operating Costs are being determined.
  - (iii) The amount of any tax or excise (hereinafter called "rent tax") levied by the State of Illinois or the City of Chicago, or any political subdivision of either, on rents or other income from the Building to be included shall not be greater than the amount which would have been payable on account of such tax or excise by Landlord during the calendar year in respect of which Operating Costs are being determined had the income from the Building been the sole taxable income of

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Landlord for such calendar year. Nothing herein contained shall be construed as requiring Tenant to pay or reimburse Landlord for any tax of any kind assessed against Landlord on account of such rent tax reimbursement.

(iv) There shall be excluded from the Operating Costs:

(A) the cost of alteration allowances for tenant premises;

(B) depreciation; interest and principal payments on mortgages and other debt costs if any;

(C) income and excess profit taxes, if any;

(D) all amounts included in Landlord's Building capital expenditure accounts that include substantial portions, but not necessarily all, of Landlord's capital expenditures, which accounts will be maintained in a manner consistent with the present practices of Landlord.

2. Adjusted Rent for each Adjusted Rent Period shall be the sum of the following two amounts:

(a) The amount computed by adding to the Annual Base Rent the product obtained by multiplying by the Tenant's Share the amount, if any, by which the Operating Costs for the calendar year immediately prior to such Adjusted Rent Period exceeds the Operating Costs for the Base Year; and

(b) Fifty percent (50%) of the excess of the product obtained by multiplying the Annual Base Rent by a fraction which has as its numerator the Consumer Price Index for the calendar year immediately prior to such Adjusted Rent Period and has as its denominator the Consumer Price Index for the Base Year over the Annual Base Rent.

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In no event shall the Adjusted Rent be less than the Annual Base Rent. If any Adjusted Rent Period shall be less than one year, the Adjusted Rent for such period shall be reduced proportionately.

3. Adjusted Rent shall be paid in equal monthly installments in advance on the first day of each month of each Adjusted Rent Period; except that, if on the first day of any Adjusted Rent Period, Adjusted Rent for such period has not been determined as aforesaid, rent shall be paid on the first day of each month of such period at the same rate as immediately prior to the commencement thereof, and on the first day of the first month after the determination of such Adjusted Rent an adjustment shall be made by payment of an additional sum by Tenant, or allowance of credit by Landlord, so that the rent for any elapsed period during any such Adjusted Rent Period for which Adjusted Rent has not been paid or credit given shall be adjusted to conform to the Adjusted Rent applicable thereto.

4. On or before the first day of each Adjusted Rent Period, or as soon after such dates as the information reasonably can be determined, Landlord shall notify Tenant in writing of the change, if any, in the amount of the Base Rent or the Adjusted Rent, as the case may be, as disclosed by a certified statement by a firm of public accountants of national reputation.

5. The determination and report by the independent public accountants of such increase or decrease in Operating Costs shall be conclusive upon the parties.

6. Landlord shall maintain a list by categories of the Operating Costs for the Base Year and each calendar year thereafter, the format of which shall be similar to that illustrated in Exhibit A attached hereto.

## Use

III. Tenant shall use and occupy the Premises for: microwave communication transmitter and switch facilities and for no other purpose.

IV. Landlord shall furnish for Suite 1003:

## Air-Conditioning

1. Air-conditioning to provide a temperature and humidity condition required, in Landlord's judgment, for comfortable occupancy of the Premises under normal business operations, daily from 8:00 A.M. to 6:00 P.M. (Saturdays to 1:00 P.M.), Sundays and holidays excepted. Wherever heat generating machines or equipment are used in the Premises which affect the temperature otherwise maintained by the air-conditioning system, Landlord reserves the right to install supplementary air-conditioning units in the Premises and the cost, operation and maintenance thereof shall be paid by Tenant to Landlord at such rates as may be agreed upon. Tenant shall not open any windows.

## Water

2. Cold water from City of Chicago mains for drinking, lavatory and toilet purposes drawn through fixtures installed by Landlord, or by Tenant with Landlord's written consent, and hot water for lavatory purposes from regular Building supply at the prevailing temperature. Tenant shall pay Landlord at rates fixed by Landlord for water furnished for any other purpose. Tenant shall not waste water.

## Janitor Service

3. Janitor service in and about the Premises, Saturdays, Sundays and holidays excepted. Tenant shall not provide any janitor service without Landlord's written consent and then only subject to supervision of Landlord and at Tenant's sole responsibility and by janitor contractor or employees at all times satisfactory to Landlord.

## Elevator Service

4. Passenger elevator service in common with Landlord and other tenants, daily from 8:00 A.M. to 6:00 P.M. (Saturdays to 1:00 P.M.), Sundays and holidays excepted, and freight elevator service in common with Landlord and other tenants, daily from 8:00 A.M. to 5:00 P.M., Saturdays, Sundays and holidays excepted. Such normal

elevator service, passenger or freight, if furnished at other times shall be optional with Landlord. Landlord shall never be deemed to have discontinued service. Landlord, however, shall provide limited passenger elevator service daily at all times such normal passenger service is not furnished. Operator-less automatic elevator service shall be deemed "elevator service" within the meaning of this paragraph, if made available.

**Electricity**

5. Electricity so long as Landlord shall distribute electric current in the Building in which event Tenant shall obtain all electric current for the Premises from Landlord and shall pay Landlord for such service as metered by Landlord, at prevailing local public utility rates for comparable load, quantity and service. Upon thirty days' notice, Landlord may cease to furnish current without responsibility to Tenant except to connect, within the thirty day period, the electric wiring system of the Premises with another source of alternating current and Tenant shall pay the supplier thereafter for such service. Electricity used during janitor service, alterations or repairs in the Premises shall be paid for by Tenant.

**Window and Door Coverings**

6. Venetian or similar type blinds for exterior windows. Tenant, at its own expense, may install drapes, window or door coverings (and if installed shall maintain them in attractive and safe condition) provided, in the sole discretion of Landlord, they are in harmony with the exterior and interior appearance of the Building and create no safety or fire hazard.

**Failure To Pay For Services**

If Tenant fails to pay promptly Landlord's proper charges for water or electricity, Landlord, upon not less than ten days' notice, may discontinue furnishing the services and no such discontinuance shall be deemed an eviction or disturbance of Tenant's use of the Premises or render Landlord liable for damages or relieve Tenant from any obligation.

**Interruption of Services**

Landlord does not warrant that any service will be free from interruptions caused by repairs, renewals, improvements, changes of service, alterations, strikes, lockouts, labor controversies, accidents, inability to obtain fuel or supplies or other causes beyond the reasonable control of Landlord. Except for any interruption or stoppage arising from the negligence or wilful act of Tenant, its agents, employees, servants, contractors or sub-contractors, any interruption of any service to be furnished by Landlord pursuant to this Lease which materially interferes with Tenant's use of the Premises to such an extent that it cannot conduct its business therein for a period of fifteen consecutive working days after written notice by Tenant to Landlord shall entitle Tenant to abate its payment of rent under this Lease for that portion of the Premises which are untenable for the period commencing on the day following said period of fifteen working days and ending on the day of restoration of the service. No such interruption or stoppage shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or render Landlord liable for damages or relieve Tenant from any obligation except for abatement of rent pursuant to this Paragraph. Except as provided in this Paragraph, Tenant hereby releases all claims against Landlord for damages for interruption or stoppage of services.

**Landlord's Title**

V. Landlord's title is and shall be paramount to the title of Tenant, and nothing herein contained shall empower Tenant to do any act which may encumber it.

VI. Tenant shall:

**Repairs**

1. At Tenant's expense keep the Premises in good order, condition and repair, subject, however, to the provisions of Section XIV, during the full term hereof, and shall promptly and adequately repair all damage to the Premises and replace or repair all glass fixtures and appurtenances therein damaged or broken, under the supervision and with the approval of Landlord, and if Tenant does not do so Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof.

**Removal Permit**

2. List all furniture, equipment and similar articles Tenant desires to remove from the Premises or the Building and deliver to Landlord and procure a removal permit from the office of the Building Authority, building employees to permit such articles to be removed.

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**Doors To Be Locked**

3. Before leaving the Premises unattended, close and securely lock all doors and transoms and shut off all utilities in the Premises. Damage resulting from failure so to do shall be paid by Tenant.

**Holding Over**

4. Pay Landlord for each day Tenant retains possession of the Premises or part thereof after termination hereof, by lapse of time or otherwise, double the amount of the daily fixed rental for the last period prior to the date of such termination and also pay all damages sustained by Landlord by reason of such retention, or, if Landlord gives notice to Tenant of Landlord's election thereof, such holding over shall constitute renewal of this lease for one year, but acceptance by Landlord of rent after such termination shall not constitute a renewal; this provision does not waive Landlord's right of re-entry or any other right.

**Laws and Regulations**

5. Comply with all laws, orders and regulations and with the directions of any public officer authorized by law with respect to the Premises and the use or occupancy thereof.

VII. Tenant shall not:

**Signs**

1. Paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction on any part of the outside or inside of the Building, or on the Premises, except on glass or the public hallway doors of the Premises, and then only of color, size, style, character and material first approved by Landlord in writing. Landlord reserves the right to remove all matter of such type other than that above provided for without notice to Tenant and Tenant shall reimburse Landlord for the expense thereof.

**Advertising**

2. Advertise the business, profession or activities of Tenant in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto or use the name of the Building for any purpose other than that of the business address of the Tenant, or use any picture or likeness of the Building or the name "Prudential", in any letterheads, envelopes, circulars, notices, advertisements, containers or wrapping material, without Landlord's express consent in writing.

**Articles Sold**

3. Exhibit, sell or offer for sale, use, rent or exchange in the Premises or Building any article, thing or service except those ordinarily embraced within the use of the Premises specified in Section III, without the prior written consent of Landlord.

**Unlawful Use**

4. Make or permit any use of the Premises which, directly or indirectly, is forbidden by law, ordinance or governmental or municipal regulation or order, or which may be dangerous to life, limb or property.

**Hazardous Materials**

5. Use or permit to be brought into the Premises or the Building any inflammable oils or fluids, or any explosive or other articles deemed hazardous to person or property; or do or permit to be done any act or thing which will invalidate or be in conflict with fire or other insurance policies covering the Building or its operation, or the Premises, or part of either; or do or permit to be done anything in or upon the Premises, or bring or keep anything therein, which shall not comply with all rules, orders, regulations, or requirements of the Board of Fire Underwriters, or any similar organization (and Tenant shall at all times comply with all such rules, order, regulations or requirements), or which shall increase the rate of insurance on the Building, its appurtenances or contents. If by reason of the failure of Tenant to comply with the provisions of this paragraph, any insurance premium shall at any time be increased above what it other-

**Insurance Rates**

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wise would be. Tenant shall reimburse Landlord to the extent of all such increases in premiums paid by Landlord.

Except as permitted in Section III,

## Various Prohibited Uses

6. / Install or operate any refrigerating, heating or air-conditioning apparatus or carry on any mechanical business without the written permission of Landlord; use the Premises for housing, lodging or sleeping purposes; permit preparation or warming of food in the Premises, or permit food to be brought into the Premises for consumption therein (warming of coffee and individual lunches of employees excepted) except by express permission of Landlord who may in its sole discretion refuse such permission or impose any conditions in granting it, and revoke it at will.

## Sound Devices

7. Place any radio or television antenna on the roof or on or in any part of the inside or outside of the Building other than the inside of the Premises; or operate or permit to be operated any musical or sound producing instrument or device inside or outside the Premises which may be heard outside the Premises; or operate any electrical device from which may emanate electrical waves which may interfere with or impair radio or television broadcasting or reception from or in the Building or elsewhere.

## Nuisances

8. Bring or permit to be in the Building any bicycle or other vehicle, or dog (except in the company of a blind person) or other animal or bird; make or permit any objectionable noise or odor to emanate from the Premises; do anything therein tending to create, or maintain, a nuisance; disturb, solicit or canvass any occupant of the Building; or do any act tending to injure the reputation of the Building.

## Cleanliness and Obstruction of Public Areas

9. Place any thing or allow any thing to be placed near the glass of any door, partition or window which may be unsightly from outside the Premises; take or permit to be taken in or out of other entrances of the Building any item normally taken in or out through the trucking concourse or service doors; or, whether temporarily, accidentally, or otherwise, allow any thing to remain in, place or store any thing in, or obstruct in any way, any passage way, exit, stairway, elevator, shipping platform, or truck concourse. Tenant shall lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition and move all supplies, furniture and equipment as soon as received directly to the Premises and move all such items and waste other than waste customarily removed by Building employees, being taken from the Premises, directly to the loading platform at or about the time arranged for removal therefrom.

## Additional Locks

10. Attach or permit to be attached additional locks or similar devices to any door, transom or window; change existing locks or the mechanism thereof; or make or permit to be made any keys for any door other than those provided by Landlord. (If more than two keys for one lock are desired Landlord will provide them upon payment therefor by Tenant).

11. Overload any floor.

## Defacing Premises

12. Do any painting or decorating in the Premises; or mark, paint, cut or drill into, drive nails or screws into, or in any way deface any part of the Premises or Building, outside or inside, without the written consent of Landlord. (If Tenant desires signal, communication, alarm or other utility or service connections installed or changed, the same shall be made at the expense of Tenant, with the approval and under direction of Landlord).

## Alterations

13. Make installations, alterations or additions in or to the Premises without submitting plans and specifications to Landlord and securing Landlord's advance written consent in each instance. Consent shall not be withheld if installations, alterations or additions do not affect or interfere with the structural soundness or integrity of the Building and do not materially affect or interfere with any heating, ventilation, air conditioning or electrical system of Landlord.



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Such work shall be done by employees of or contractors employed by Tenant but in each case only under written contract approved in writing by Landlord, and subject to all conditions Landlord may impose. Tenant shall submit to Landlord's supervision over construction and promptly pay to Landlord or to Tenant's contractors, as the case may be, when due, the cost of all such work and of all decorating required by reason thereof, and upon completion, deliver to Landlord, if payment is made direct to Tenant's contractors, evidence of payment and waivers of all liens for labor, services or materials, and hold Landlord harmless from all costs, damages, liens and expenses related thereto.

However, Tenant, without Landlord's consent, may make in or to the Premises installations, alterations, or additions, (except plumbing, electrical or ventilation work), the cost of which does not exceed \$2,000 per occurrence provided that as to each such anticipated installation, alteration or addition: (a) Tenant gives Landlord ten (10) days prior written notice, (b) any contractor, sub-contractor or agent, or servant of Tenant who will participate in any work to be done is subject to and shall satisfy Landlord's reasonable requirements including but not limited to organized labor and certificates of insurance, (c) any such installation, alteration, addition or work done in connection therewith is subject to and shall satisfy the requirements of any permits and the code, regulations, and rules of any governmental body, agency or authority, and (d) shall not affect or interfere with the structural soundness or integrity of the Building and shall not materially affect or interfere with any heating, ventilation, air-conditioning or electrical system of Landlord or Tenant.

Rights Reserved  
To Landlord

VIII. Landlord shall have the following rights exercisable without notice and without liability to Tenant for damage or injury to property, person or business. (all claims for damage being hereby released) and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for set-offs, or abatement of rent:

1. To change the name or street address of the Building.
2. To install and maintain signs on the exterior and interior of the Building.
3. To designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed on the Premises.
4. To have pass keys to the Premises.
5. To grant to any one the exclusive right to conduct any business or render any service in the Building, provided such exclusive right shall not operate to exclude Tenant from the use expressly permitted by Section III.
6. To decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy during the last six months of the term hereof, if during or prior to such time Tenant vacates the Premises, or at any time after Tenant abandons the Premises.
7. To enter the Premises to make inspections, repairs, alterations or additions in or to the Premises or the Building or to exhibit the Premises to prospective tenants, purchasers or others, at reasonable hours and at any time in the event of an emergency, and to perform any acts related to the safety, protection, preservation, reletting, sale or improvement of the Premises or the Building.
8. To have access to all mail chutes according to the rules of the United States Post Office.

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require all persons entering or leaving the Building during such hours as may be determined by the Landlord from time to time reasonably to identify themselves to a watchman by registration or otherwise, and to establish their right to enter or leave and to exclude or expel any peddler, solicitor or beggar at any time from the Premises or the Building.

10. To close the Building at 10:00 P.M. or at such other reasonable time as Landlord may determine, subject, however, to Tenant's right to admittance under such regulations as shall be prescribed from time to time by Landlord.

11. To approve the weight, size and location of safes and other heavy equipments and articles in and about the Premises and the Building and to require all such items to be moved in and out of the Building and Premises only at such times and in such manner as Landlord shall direct and in all events at Tenant's sole risk and responsibility.

12. At any time or times, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises, the Building or part thereof, and during such operations to take into and through the Premises or any part of the Building all material required and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities. Landlord may do any such work during ordinary business hours and Tenant shall pay Landlord for overtime and for any other expense incurred if such work is done during other hours at Tenant's request.

13. To do or permit to be done any work in or about the Premises or the Building or any adjacent or nearby building, land, street or alley.

## Condition of Premises

IX. Tenant's taking possession shall be conclusive evidence against Tenant that the Premises were then in good order and satisfactory condition. No promise of Landlord to alter, remodel, improve, repair, decorate or clean the Premises or any part thereof, and no representation respecting the condition of the Premises or the Building has been made to Tenant by Landlord except as made herein.

X. At the termination of this lease by lapse of time or otherwise:

## Surrender of Keys

1. Tenant shall surrender all keys of the Premises to Landlord and make known to Landlord the explanation of all combination locks remaining on the Premises.

## Return of Premises

2. Subject to the provisions of subparagraphs 3 and 4 of this Section X, Tenant shall return the Premises and all equipment and fixtures of Landlord in as good condition as when Tenant originally took possession, ordinary wear and loss or damage by fire or other casualty covered in Section XIV hereof excepted, failing which Landlord may restore the Premises to such condition and Tenant shall pay the cost thereof.

## Removal of Additions

3. All installations, additions, hardware, non-trade fixtures, alterations and improvements, temporary or permanent, except movable furniture and equipment belonging to Tenant, in or upon the Premises, whether placed there by Tenant or Landlord shall be Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant; provided, however, if prior to such termination or within ten days thereafter Landlord so directs by notice, Tenant shall promptly remove the installations, additions, hardware, non-trade fixtures, alterations and improvements, designated in the notice whether placed in the Premises by Landlord or Tenant pursuant to Section VII, subparagraph 13 of this lease, or otherwise, and shall restore the Premises and all equipment and fixtures of Landlord in as good condition as existed immediately prior to the construction of such installations, additions, hardware, non-trade fixtures, alterations and improvements, failing which Landlord may effect such removal and restoration and Tenant shall pay the cost thereof.

## Floor Covering

4. Tenant may remove any floor covering paid for and laid by Tenant provided Tenant: (a) removes all fastenings, paper, glue, bases and other vestiges thereof and restores the floor surface to its previous condition, or (b) pays to Landlord upon request, the cost of restoring the floor surface to such condition.

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Property  
Presumed  
Abandoned

5. All Tenant's fixtures, installations, and personal property not removed from the Premises prior to such termination shall be conclusively presumed to have been abandoned by Tenant and title thereto shall pass to Landlord under this lease as a bill of sale.

Assignment  
and  
Subletting

XI. Tenant shall not (1) assign this lease or any interest under it, (2) allow any transfer hereof or any lien upon Tenant's interest by operation of law, (3) sublet the Premises or part thereof, or (4) permit the use or occupancy of the Premises or part thereof by any one other than Tenant and Tenant's employees; provided that Tenant may sublet Suite G-2 of the Premises to Lexitel Corporation, a Michigan corporation, on terms and conditions satisfactory to Landlord. Landlord's consent to any assignment, subletting (including the consent hereinabove granted) or transfer, or Landlord's election to accept as Tenant hereunder, any assignee, grantee or transferee shall not release the original Tenant from any covenant or obligation of this lease and consent by Landlord to any assignment or subletting shall not relieve Tenant from obtaining consent to future assignment or subletting. Tenant agrees that any amount received by Tenant under the sublease permitted above that is in excess of 115% of the amount due Landlord under this lease shall be paid over to Landlord on a monthly basis. For the purposes of this Section XI, it is agreed that 66% of the rent due under this lease is allocated to Suite G-2. Tenant shall submit to Landlord a fully executed copy of the sublease permitted above and Landlord reserves the right to request a rental payment statement from Tenant and/or sublessee at any time during the term of the sublease.

Default Under  
Other Lease

XII. If the term of any lease, other than this lease, made by Tenant, for the Premises or any part thereof, or for any other space in the Building shall be terminated or terminable after the making of this lease, because of any default by Tenant under such other lease, such fact shall empower Landlord, at Landlord's sole option, to terminate this lease by notice to Tenant or to exercise any of the remedies set forth in Section XV.

Waiver of  
Certain Claims

XIII. Tenant waives and releases all claims against Landlord, its officers, directors, agents, employees and servants, in respect of, and they shall not be liable for, injury to person or damage to property sustained by Tenant or by any occupant of the Premises or the Building, or any other person occurring in or about the Building or the Premises resulting directly, or indirectly from any existing or future condition, defect, matter or thing in the Premises, the Building or part of it from equipment or appurtenance becoming out of repair or from accident, or from any occurrence, act, or from negligence or omission of any tenant or occupant of the Building, or of any other person. This Section XIII shall apply especially, but not exclusively to damage caused as aforesaid or by the flooding of basements or other sub-surface areas or by refrigerators, sprinkling devices, air-conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or omission of other tenants, occupants or servants of the Building or of any other persons, and whether such damage be caused or result from any thing or circumstance above mentioned, or any other thing or circumstance whether of a like or wholly different nature. If any such damage to the Premises or to the Building or to tenants thereof, results from any act or omission or negligence of Tenant, its agents, employees or invitees, Landlord may, at Landlord's option, repair such damage and Tenant shall, upon demand by Landlord, reimburse Landlord forthwith for all costs of such repairs and damages both to the Building and to the tenants thereof, in excess of the amounts, if any, paid to Landlord under insurance covering such damages. All property in the Building or in the Premises belonging to Tenant,

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its agents, projects or views, or to any occupant of the Premises shall be there at the risk of the Tenant or other person or persons, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof. Tenant agrees to hold Landlord harmless and indemnified against claims and liability for injuries to all persons and for the damage to, or the theft, misappropriation or loss of all property occurring in or about the Premises, or due to act or omission of Tenant, its agents or employees.

#### Untenantability

XIV. If the Building is damaged and made substantially untenantable by fire or other casualty, whether or not the Premises are damaged, and Landlord shall determine not to restore it, Landlord may, by notice to Tenant given within sixty (60) days after such damage, terminate this lease. Such termination shall become effective as of the date of such damage if the Premises are damaged, otherwise as of a date sixty (60) days following the service of such notice of lease termination. Unless the lease is terminated as hereinabove provided, if the Premises are made partially or wholly untenantable by fire or other casualty, Landlord shall restore the same at Landlord's expense with reasonable promptness. If as a result of a fire or other casualty a substantial amount of public space in the Building is damaged to such extent as to substantially interfere with Tenant's use of the Premises, or if the Premises are made partially or wholly untenantable and in either case Landlord fails, within sixty (60) days after Landlord is enabled to take possession of the damaged space and Premises, to restore the damaged public space to eliminate substantial interference with Tenant's use of the Premises, or to restore the Premises, Tenant may terminate this lease as of the end of said period of sixty (60) days by notice to Landlord given not later than thirty days after the expiration of said sixty (60) day period. In the event of termination of this lease pursuant to this Section XIV rent shall be pro-rated on a per diem basis and paid to the date of the fire or other casualty, unless the Premises shall be tenantable and reasonably accessible, in which case rent shall be payable to the date of the lease termination; if the Premises are untenantable or are not reasonably accessible and this lease is not terminated, rent shall abate on a per diem basis from the date of the fire or other casualty until the Premises are ready for occupancy and reasonably accessible to Tenant; if part of the Premises are untenantable, rent shall be pro-rated on a per diem basis and apportioned in accordance with the part of the Premises which is usable by Tenant until the damaged part is ready for Tenant's occupancy. In all cases, due allowance shall be made for reasonable delay caused by adjustment of insurance loss, strikes, labor difficulties or any cause beyond Landlord's reasonable control.

#### Rights and Remedies of Landlord

XV. All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law:

1. If a decree or order by a court having jurisdiction in the premises shall be entered (a) adjudging Tenant bankrupt or insolvent, or (b) approving as properly filed a petition seeking reorganization of Tenant under any bankruptcy or insolvency law, or (c) for the winding up or liquidation of Tenant's affairs, or (d) for the appointment of a receiver or a liquidator or trustee of Tenant or of Tenant's property in bankruptcy or insolvency, and such decree or order shall continue undischarged or unstayed for thirty (30) days; or if Tenant shall institute or consent to insolvency or bankruptcy proceedings by or against Tenant, or file petition, answer or consent seeking a reorganization under any insolvency or bankruptcy law, or consent to the appointment of a receiver or liquidator or trustee of Tenant or Tenant's property, in bankruptcy or insolvency, or make an assignment for the benefit of creditors, or admit in writing Tenant's inability to pay debts generally as they become due, or take corporate action in furtherance of any of the aforesaid purposes, then and in any such event Landlord may, if Landlord so elects, with or without notice or entry or other action, forthwith terminate this lease, and shall upon such termination be entitled to recover damages in an amount equal to the then present value of the rent reserved under provision (a) of Section I of this lease for the residue of the stated term, less the fair rental value of the Premises for such residue or in any greater amount as may be permitted by law up to the full amount of the rent reserved by this lease to the end of the stated term.

2. If Tenant defaults in the prompt payment of rent and such default shall continue for five or more days after the same be due and payable or in the performance or observance of any other provision of this lease and such other default shall continue for

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ten or more days after notice thereof shall have been given to Tenant, or if the leasehold interest of Tenant be levied upon under execution or attached by process of law, or if Tenant abandons the Premises, then and in any such event Landlord, if it so elects, with or without notice or demand, forthwith, or at any time thereafter while such default continues, either may terminate Tenant's right to possession, without terminating this lease, or may terminate this lease.

3. Upon termination of this lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession, Tenant shall vacate the Premises immediately and deliver possession to Landlord, and hereby grants to Landlord full and free license to enter and repossess the Premises in such event with or without process of law and to expel and exclude from possession Tenant and other occupants and to remove any or all property, using such force as may be necessary, without being guilty of conversion of property, trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's rights to rent or other right. Tenant waives service of demand for rent or for possession and notice of Landlord's election to terminate this lease, or to re-enter, including every demand and notice prescribed by law, and agrees that the ~~simple breach~~ ~~provision~~ of this lease by Tenant shall, of itself, without notice or demand, constitute a forcible detainer by Tenant within the meaning of the statutes of the State of Illinois.

4. If Landlord has the right to elect, and does elect, under the foregoing provisions, to terminate Tenant's right to possession, without terminating the lease, Landlord may enter the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as in paragraph 3 of this Section XV provided, without such entry and possession terminating the lease or releasing Tenant from Tenant's obligation to pay rent for the full term, and in such case, or in case this lease is terminated for any cause specified in paragraph 2 of this Section XV, Tenant shall pay Landlord immediately a sum equal to the rent reserved under provision (a) of Section I of this lease for the residue of the term plus any other sums due hereunder. Upon entry without termination of the lease, Landlord may, but need not, relet the Premises or part thereof for the account of Tenant for such rent, for such time and upon such terms as Landlord shall determine; and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about reletting. In any such case, Landlord may make repairs, alterations and additions and redecorate to the extent deemed by Landlord desirable, and Tenant shall pay the cost thereof, together with Landlord's expenses of reletting. If the consideration collected by Landlord upon reletting is not sufficient to pay monthly the full amount of unpaid rent reserved in this lease, the costs of repairs, alterations, additions, redecorating and Landlord's expenses of reletting, Tenant shall pay to Landlord the amount of each monthly deficiency.

~~5. Tenant hereby constitutes and irrevocably appoints any attorney of any court to be the attorney of Tenant, and, in the name of Tenant, to appear for Tenant in any court of record in any suit brought against Tenant for the enforcement of any right hereunder by Landlord, to waive the issuance and service of process and trial by jury, and to confess judgment or judgments in favor of Landlord and against Tenant for any money due hereunder, or under any extension or renewal of this lease, and for costs of suit and for a reasonable attorney's fee in favor of Landlord to be fixed by the court, and to release all errors in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no appeal shall be prosecuted from any such judgment or that no proceedings in chancery or otherwise shall be filed or prosecuted to interfere in any way with the operation of such judgment or of any execution issued thereon or with any supplemental proceedings taken by Landlord to collect the amount of any such judgment and to consent that execution on any judgment or decree may issue forthwith.~~

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6. All property removed from the Premises by Landlord pursuant to the authority of this lease or of law, to which Tenant may be entitled, may be handled, removed (or stored in a commercial storage or warehouse or otherwise) by Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be liable for conversion or responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord all expenses incurred by Landlord in such removal and storage. All property not removed from the Premises or retaken from storage by Tenant within thirty days after the end of the term, however terminated, shall be conclusively deemed to have been forever abandoned by Tenant.

7. If Tenant violates any of the terms and provisions of this lease, or defaults in any of its obligations hereunder, other than the payment of rent or other sums payable hereunder, such violation may be restrained or such obligation enforced by injunction.

reasonable

8. Tenant shall pay all Landlord's costs, charges and expenses, including the fees of counsel, agents and others retained by Landlord, incurred in enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

## Landlord's Lien

XVI. Tenant hereby grants to Landlord a first lien upon the interest of Tenant under this lease to secure the payment of moneys due under this lease, which lien may be foreclosed in equity; and Landlord shall be entitled as a matter of right to have a receiver appointed to take possession of the Premises and relet the same under order of court.

## Improvements By Landlord

XVII. Landlord agrees at its expense to remove any unnecessary partitions, repair and patch existing ceilings and repaint each area in the Premises. Landlord further agrees at its expense to remove existing abandoned ducts in Suite G-2. All other alterations, including but not limited to any necessary for Tenant's mechanical or electrical requirements, shall be at Tenant's expense.

## Approval of First Floor Layout Plan

~~XVIII. Landlord shall not be obligated to complete the Premises ready for occupancy by Tenant on \_\_\_\_\_ unless both Landlord and Tenant shall have approved in writing a final floor lay-out plan on or before \_\_\_\_\_ Landlord, however, shall not be liable to Tenant for damages nor shall Tenant be relieved from any obligation under this lease, if Landlord is prevented from completing the Premises ready for Tenant's occupancy on such date because of strikes, lockouts, labor controversies, accidents, inability to obtain fuel or supplies or other causes beyond the reasonable control of Landlord, but rent due under this lease shall abate on a per diem basis until the Premises are so completed.~~

## Prior Occupancy

XIX. If Tenant shall occupy the Premises prior to the beginning of the term with Landlord's consent, all the provisions of this lease shall be in full force and effect commencing at such occupancy, such occupancy shall be on the basis of a month-to-month tenancy, and rent for such period shall be paid at the monthly rate set forth in Section I.

## Acts Subsequent to Termination

XX. No receipt of money by Landlord from Tenant after the termination of this lease, the service of any notice, the commencement of any suit or final judgment for possession shall reinstate, continue or extend the term of this lease or affect any such notice, demand, suit or judgment.

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- Waiver of Default** XXI. No waiver of default of Tenant shall be implied, and no express waiver shall affect any default other than the default specified in such waiver and that only for the time and to the extent therein stated. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision.
- Plats and Riders** XXII. Clauses, plats and riders, if any, signed by Landlord and Tenant and endorsed on or affixed to this lease are part hereof and in the event of variation or discrepancy the duplicate original hereof, including such clauses, plats and riders, if any, held by Landlord shall control.
- Meaning of Tenant** XXIII. The word "Tenant" wherever used in this lease shall be construed to mean Tenants in all cases where there is more than one tenant, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.
- Representative Capacity** XXIV. No person executing this lease in a representative capacity for Landlord or Tenant shall be held individually liable hereunder in the absence of fraud provided such person acted with due authority and the intended principals are bound.
- Successors and Assigns** XXV. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns, provided that this lease shall not inure to the benefit of any assignee, heir, legal representative, transferee or successor of Tenant except upon the express written consent or election of Landlord.
- Rules and Regulations** XXVI. Tenant agrees to comply with all reasonable rules and regulations Landlord may adopt from time to time for the protection and welfare of the Building and its tenants and occupants.
- Notices** XXVII. No notice or demand related to this lease shall be effective unless in writing and either delivered personally to the party for whom intended, or to an officer of such party if a corporation, or sent by United States registered mail return receipt requested, postage prepaid, in a sealed envelope addressed: If to Tenant, to Tenant at the Premises, with a copy to The Times Mirror Company, Times Mirror Square, Los Angeles, California 90053, Attention: Senior Vice President and General Counsel, or if Tenant is not in possession thereof, then to Tenant's address last known to Landlord; and if to Landlord, to Landlord at 130 East Randolph Drive, Chicago 60601, Illinois; provided that either party may, by notice to the other, from time to time designate another address in the United States of America to which notices mailed more than ten (10) days thereafter shall be addressed. Notices mailed as aforesaid shall be effectively given as of the date of mailing.
- Marginal Notations** XXVIII. The marginal notations of this lease are for convenience only and in no way limit or enlarge scope or meaning.
- Governmental Licenses** XXIX. Tenant, at its expense, shall prior to the installation of its equipment secure and at all times thereafter maintain all required approvals and permits of the Federal Communications Commission and all other governmental bodies having jurisdiction over its business including its communications operations and facilities.

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## Maintenance of Equipment

XXX. Tenant, at its expense, shall be solely responsible for and shall maintain its equipment in a safe, structural, sound, clean and sightly condition and shall save harmless Landlord against all liens and claims of mechanics and materialmen furnishing labor and materials in the construction and maintenance of its equipment.

## Services for Suite G-2

XXXI. Landlord shall provide electricity (subject to the provisions of Section IV, sub-paragraph 5), heating, ventilation and air-conditioning for Suite G-2 as needed, provided that the cost thereof shall be paid by Tenant to Landlord. In the event any such service cannot be metered, Landlord shall utilize a cost formula developed by an independent consultant to calculate the cost of such service. Tenant shall provide any required janitorial services for Suite G-2, provided any such service shall be subject to the supervision of Landlord and the janitorial contractor and employees at all times shall be satisfactory to Landlord.

## Right of Termination

XXXII. If at any time after April 1, 1986 transmission frequencies are unable to be maintained due to a building or buildings erected after the date of this lease directly within or near Tenant's transmission path, Tenant shall have the right to terminate this lease at the end of any month thereafter provided that:

1. Tenant has given Landlord one year's prior written notice along with certified documentation that transmission is or will be disrupted;

2. The date of such termination shall reasonably coincide with the completion of the building or buildings which cause the transmission disruption; and

3. Tenant is not in default under any of the provisions, conditions or covenants of this lease either at the time such notice is given or on the date of termination set forth in such notice.

## Additional Right of Termination

XXXIII. On or before October 1, 1987, Landlord shall notify Tenant of the revised monthly rental amount as determined pursuant to sub-paragraph 3 of Section I of this lease. Tenant will then have 30 days from the date of such notice to either continue the lease through March 31, 1993 at the revised monthly rental, subject to adjustment as provided in sub-paragraph 4 of Section I, or to terminate this lease as of March 31, 1988. If Tenant does not notify Landlord within the aforementioned 30-day period, the lease and all its provisions, conditions and covenants shall continue in effect through March 31, 1993.



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## EXHIBIT A

### STATEMENT OF OPERATING COSTS

<u>Type of Expense</u>	<u>Base Year</u>	<u>Comparison Year</u>
Salaries and wages	\$	\$
Real estate taxes		
Fringe benefits		
Electricity		
Materials		
Elevator maintenance		
Fuel		
Maintenance		
Payroll Taxes		
Painting and wall washing		
Laundry and dry cleaning		
Insurance		
Esclator maintenance		
Air filter service		
Water		
Workmen's compensation insurance		
Cleaning of stainless steel		
Prudential sign		
License, permit and inspection fees		
Rubbish removal		
A.D.T. service (burglar alarm)		
Floral arrangements and planting service		
Exterminating service		
Tuckpointing	_____	_____
TOTAL OPERATING COSTS	\$ _____	\$ _____
NET INCREASE OR DECREASE IN OPERATING COSTS		\$ _____

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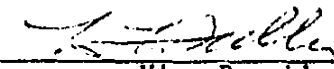
# UNOFFICIAL COPY

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SUBMISSION OF THIS INSTRUMENT FOR EXAMINATION OR SIGNATURE BY TENANT DOES NOT CONSTITUTE A RESERVATION OF OR OPTION FOR LEASE, AND IT IS NOT EFFECTIVE AS A LEASE OR OTHERWISE UNTIL EXECUTION AND DELIVERY BY BOTH LANDLORD AND TENANT.

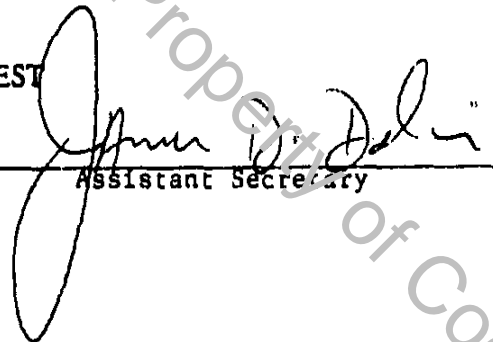
WITNESS the due execution hereof the date first above-written.

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA

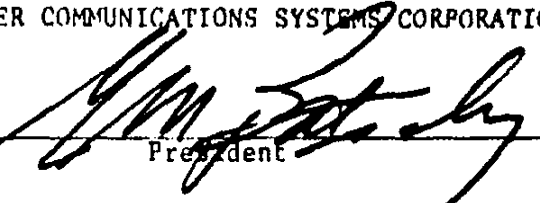
By   
Vice President



ATTEST

  
Assistant Secretary

TOWER COMMUNICATIONS SYSTEMS CORPORATION

By   
President

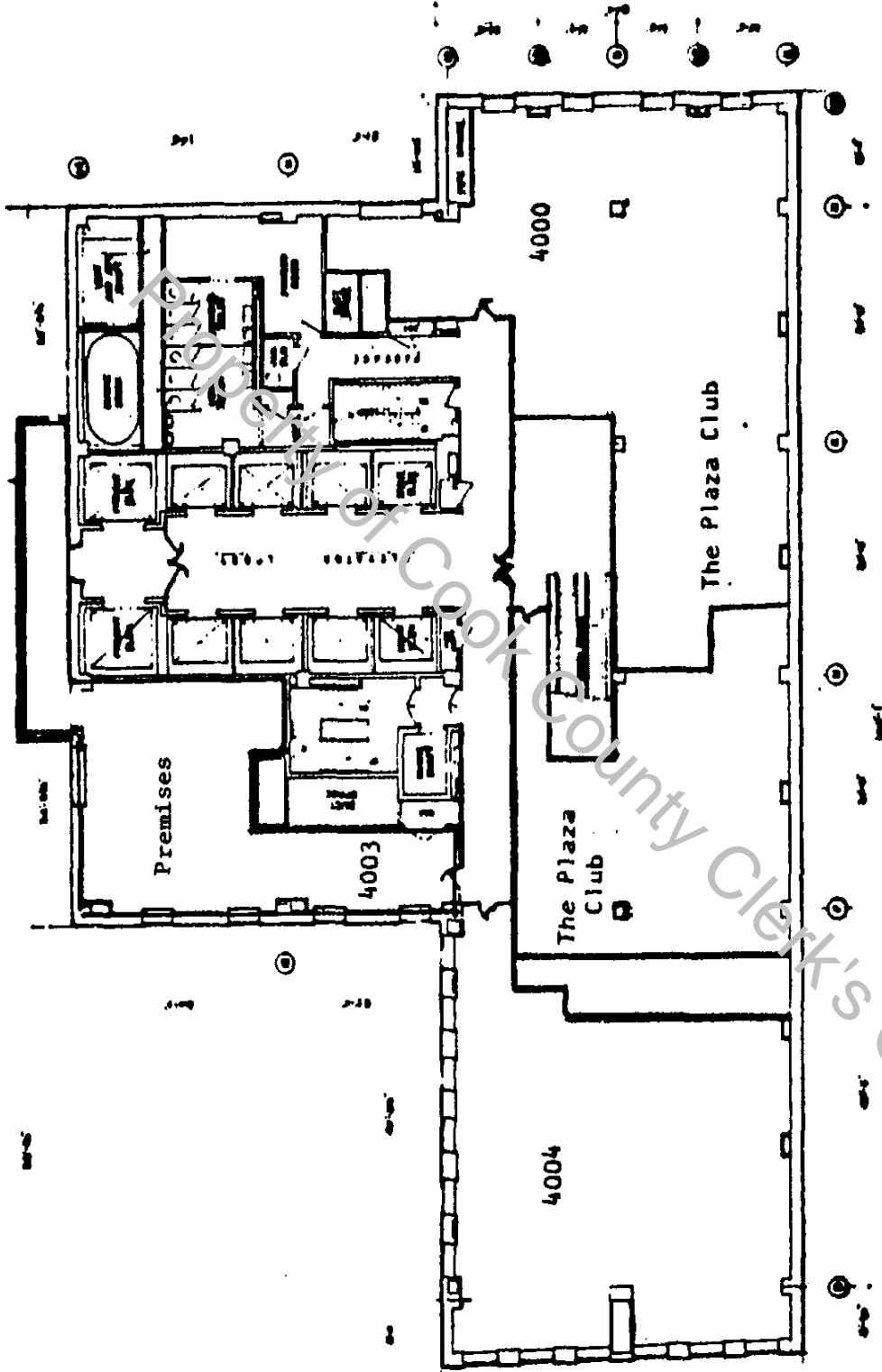
ATTEST

  
Secretary

Property of Cook County Clerk's Office

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Plan attached to lease with TOWER COMMUNICATION SYSTEMS CORPORATION.

PLAN OF 40th FLOOR

THE PRUDENTIAL BUILDING

TOWER COMMUNICATION SYSTEMS CORPORATION

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

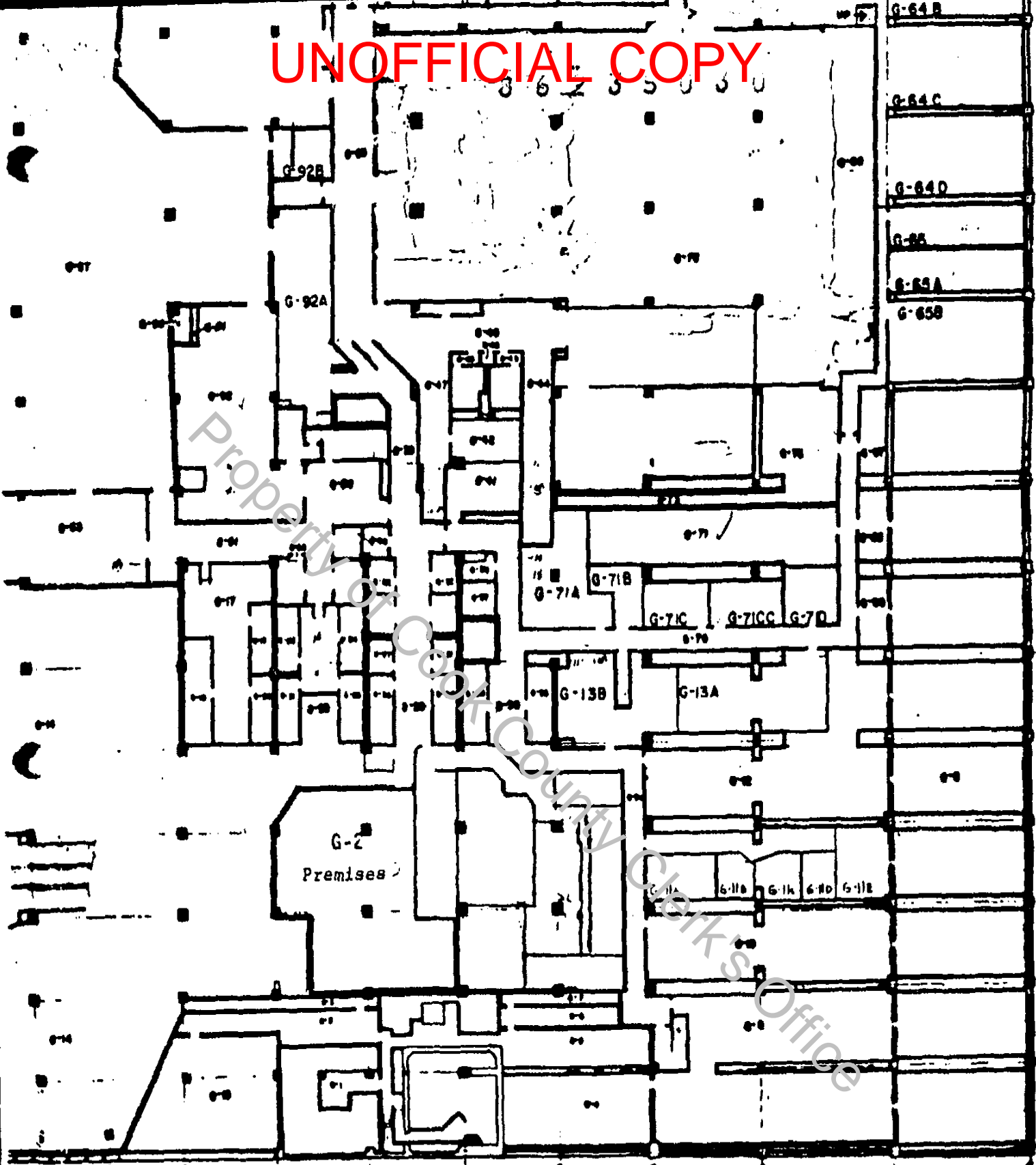
By *[Signature]*  
Vice President

By *[Signature]*  
President



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Plan attached to lease with TOWER COMMUNICATION SYSTEMS CORPORATION.

THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA

PLAN OF GROUND FLOOR  
THE PRUDENTIAL BUILDING

TOWER COMMUNICATION SYSTEMS  
CORPORATION

By [Signature]  
Vice President



By [Signature]  
President

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## AMENDMENT TO LEASE

This amendment dated as of June 17, 1983 is attached to and forms a part of that certain lease, dated January 24, 1983, between THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, as Landlord, and TOWER COMMUNICATION SYSTEMS CORPORATION, an Ohio corporation, as Tenant, leasing the Premises, known as Suites 4003 and G-2 in The Prudential Building located at 130 East Randolph Drive, Chicago, Illinois 60601; for the term of ten (10) years, commencing April 1, 1983 and ending March 31, 1993.

### WITNESSETH THAT:

WHEREAS the parties hereto have previously entered into the above-referred to lease; and

WHEREAS the Tenant desires to lease an additional 600 sq. ft. on the ground floor of The Prudential Building effective July 1, 1983; and

WHEREAS the parties hereto desire to amend the lease to accomplish this purpose in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of One and No/100 Dollars (\$1.00) to each of the parties hereto in hand paid by the other of such parties, and for other good and valuable consideration, the receipt and sufficiency hereof being hereby acknowledged, it is mutually understood and agreed that the lease is hereby amended effective July 1, 1983 as follows:

1. The Premises shall include an additional 600 sq. ft. on the ground floor of The Prudential Building adjacent to Suite G-2, as outlined on the plan attached hereto, made a part hereof and identified by the signatures of the parties hereto.

# UNOFFICIAL COPY

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2. Sections I and II shall be amended as follows:
  - (a) The words "Seven Hundred Twenty-Eight Thousand One Hundred Sixty and No/100 Dollars" and the figure listed in Section I as total base rental shall be deleted and replaced with the words "Eight Hundred Twenty-One Thousand Seven Hundred Sixty and No/100 Dollars" and the figure "\$821,760.00".
  - (b) The words "Six Thousand Sixty-Eight and No/100 Dollars" and the figure "\$6,068.00" in sub-paragraphs 1 and 2 of Section I shall, in each case, be deleted and replaced with the words "Six Thousand Eight Hundred Sixty-Eight and No/100 Dollars" and the figure "\$6,868.00".
  - (c) The figures ".32468% (4,545 sq. ft./1,399,851 sq. ft.)" in sub-paragraph 1(f) of Section II shall be deleted and replaced with the figures ".36754% (5,145 sq. ft./1,399,851 sq. ft.)".
3. Landlord, at its own expense, shall remove existing abandoned ducts, repair/patch the existing ceiling and repaint the area being added to the Premises. Tenant will be responsible for all other costs in developing such area.
4. If Tenant shall occupy the additional 600 sq. ft. prior to July 1, 1983 with Landlord's consent, all the provisions of this amendment shall be in full force and effect commencing at such occupancy.

# UNOFFICIAL COPY

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5. Landlord and Tenant agree that all other Sections of the lease not specifically amended or supplemented shall remain in full force and effect.

The lease as herein amended is hereby ratified and confirmed.

WITNESS the due execution hereof the date first above written.

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA

By [Signature]  
Vice President

ATTEST

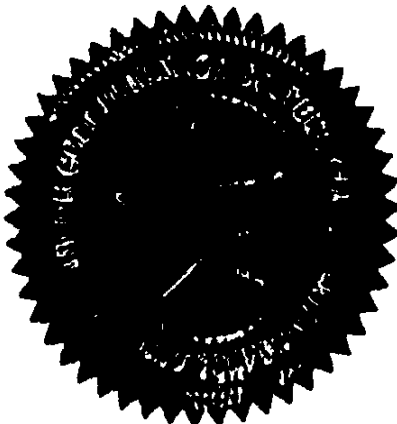
[Signature]  
Assistant Secretary

TOWER COMMUNICATION SYSTEMS  
CORPORATION

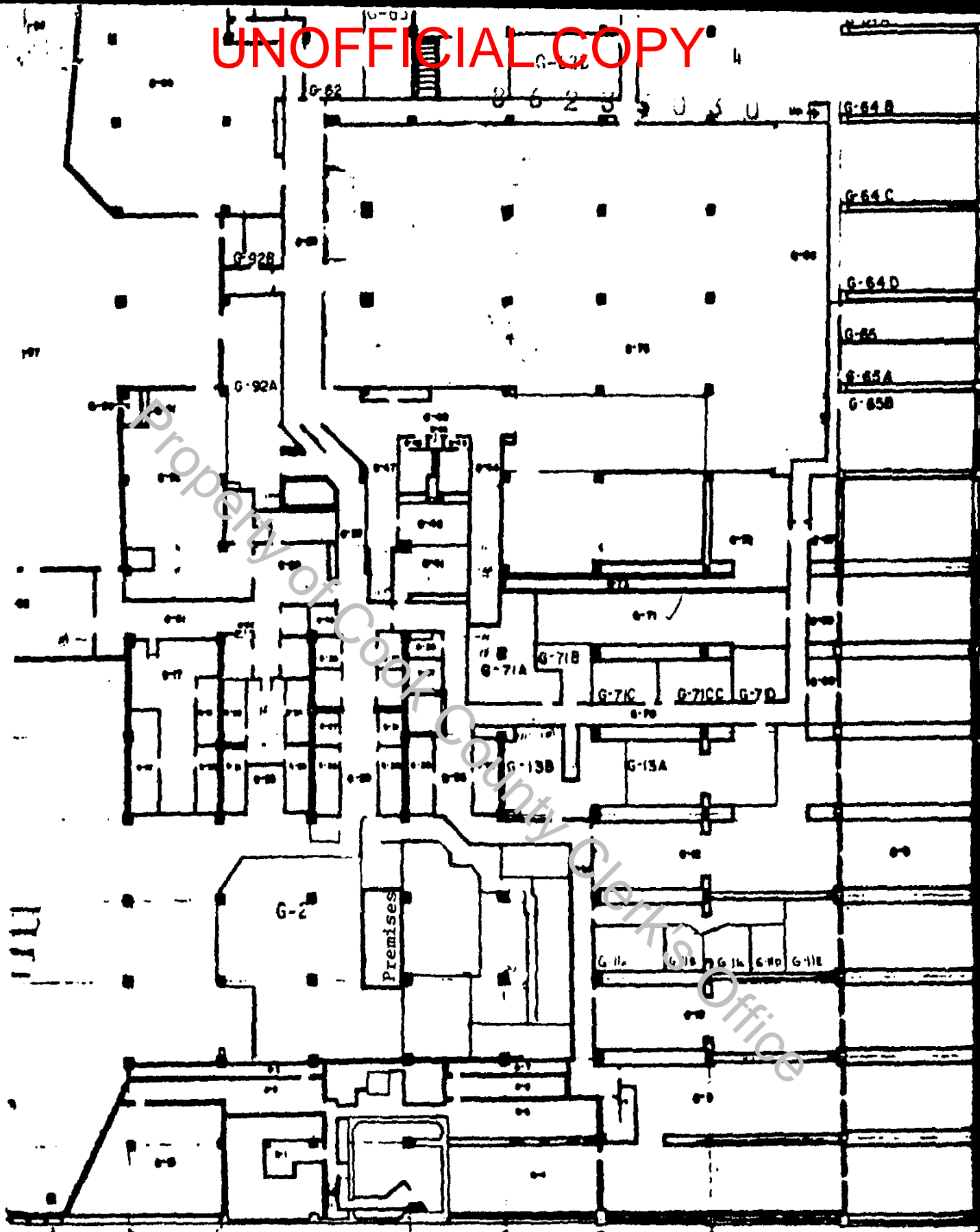
By [Signature]  
President

ATTEST

[Signature]  
Assistant Secretary



UNOFFICIAL COPY



Plan attached to Amendment to Lease with TOWER COMMUNICATION SYSTEMS CORPORATION identifying used Premises.

PLAN OF GROUND FLOOR  
THE PRUDENTIAL BUILDING

PRUDENTIAL INSURANCE COMPANY  
OF AMERICA

TOWER COMMUNICATION SYSTEMS CORPORATION



*[Signature]*  
Vice President

By *[Signature]*  
President

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Prudential Bldg -

47

EXHIBIT, "B"

8 6 2 3 5

Chicago, Ill.

130 E. Randolph St.

17-10-313-000-0000

80.

PLAT OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION

Of all that part of the south half of fractional section 10, Township 39 north, range 14 east of the third principal meridian, and land adjacent thereto, described as: beginning at the point of intersection of the east line of Beaubien Court and the north line of east Randolph Street, thence north along the east line of Beaubien Court to the north line of east Lake Street; thence east along a straight line which is perpendicular to the west line of north Michigan Avenue and to the east line of Beaubien Court and passes through the point of intersection of the east line of Beaubien Court and the north line of east Lake Street, a distance of four hundred fifty-one and five tenths feet (451.5') to a point; thence south along a line parallel to and four hundred fifty-one and five tenths feet (451.5') east of the east line of Beaubien court to a point on the north line of east Randolph Street extended east, thence westerly along the north line of east Randolph Street extended east, to the point of beginning, in the City of Chicago County of Cook, State of Illinois.

Cook County Clerk's Office

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