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This instrument prepared by:

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Permanent Tax Index

Nos. 14-200-1

14-200-2

FILED

FEB 26 1991

Stephen M. Dorfman
ALTHEIMER & GRAY
10 South Wacker Drive
Chicago, IL 60606
Attn Susan M. Wiener

Anna N. Anton
AUDITOR LAKE COUNTY

STATE OF INDIANA/S.S. NO.
FEB 26 9 39 AM '91
RECORDED

SITE AGREEMENT NO. 145 - SCHERERVILLE, INDIANA

THIS AGREEMENT, made as of the 31st day of October, 1990, between WALTER J. COTTON III and CANDACE COTTON, husband and wife (collectively "Lessor"), and CELLULAR ONE-CHICAGO, a division of Southwestern Bell Mobile Systems, Inc., a corporation incorporated under the laws of the State of Delaware and the Commonwealth of Virginia, as lessee ("Lessee"):

W I T N E S S E T H:

IN CONSIDERATION of the terms hereof, the parties hereto agree as follows:

1. Lessor hereby demises and leases to Lessee the parcel of real estate measuring thirty and five one hundredths (30.05) feet by fifty and three one hundredths (50.03) feet by thirty and fifty five one thousandths (30.055) feet by fifty and eleven one hundredths (50.11) feet situated in the City of Dyer in the County of Lake and State of Indiana (the "Real Estate"), described in Exhibit A and depicted in Exhibit B, both of which are attached hereto and made a part hereof, together with all right, title and interest of Lessor in and to all easements, privileges and other appurtenances pertaining to the Real Estate (which Real Estate and the aforesaid right, title and interest of Lessor shall hereinafter collectively be called the "Premises"), and hereby grants and conveys to Lessee certain Easements (as hereinafter defined) appurtenant to the Premises; TO HAVE AND TO HOLD the Premises and the Easements unto Lessee, for the benefit of Lessee, its affiliates and their respective lenders, mortgagees, deed of trust trustees, consultants, subtenants, employees, agents, partners, shareholders, directors, officers, contractors, subcontractors and licensees and their respective successors and assigns (collectively, "Lessee's Related Parties"), for a term (the "Term") commencing on the date of this agreement and expiring October 31, 2010, and for any Extended Terms (as hereinafter defined).

2. A. Lessee shall pay rent for the Premises, as provided below, to Dyer Auto Action c/o Walter J. Cotton III, at P.O. Box 115, Dyer, Indiana, 46311 or such other person or place as Lessor may designate from time to time by notice to Lessee. Lessor's federal tax identification number is 333-42-9881.

B. On or about the date hereof, Lessee shall make a one-time, non-refundable, non-proratable rent payment of \$500.00 to cover the period from the date hereof until the commencement of monthly rent payments as hereinafter provided.

C. Rent shall be payable monthly commencing with the first to occur of (i) the first day of the calendar month following Lessee's receipt of the last of the necessary local, state and federal approvals, licenses and permits so as to permit construction on and use of the Premises for all of the purposes permitted by this agreement (such approvals, licenses and permits hereinafter collectively called the "Approvals"), and (ii) the first day of the calendar month following Lessee's commencement of construction pursuant to this agreement. Subject to the preceding sentence, monthly rent shall be payable in advance on the first day of each calendar month of the Term through the date of expiration of the Term, or such earlier date as this agreement is terminated, in the amounts set forth in Schedule 1 attached hereto and made a part hereof.

D. Lessee shall have two (2) successive options to extend the Term of this agreement for two (2) additional periods of five (5) years each (the "Extended Terms"), any of which may be exercised by giving written notice to

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Lessor at least sixty (60) days prior to the expiration of the original Term or any Extended Term. All of the terms and provisions of this agreement shall be in effect during each Extended Term, and the monthly rent payable during the Extended Terms shall be as set forth in Schedule 1 attached hereto. The word "Term" as used in this agreement shall be deemed to include the Extended Terms when and as Lessee's options to extend shall be exercised.

3. A. The Premises may be used for operation of a communications tower, radio equipment, antennas and microwave and other dishes and for transmitting and receiving communications signals, and, in connection therewith, for the installation, repair, maintenance, operation, housing and removal of antennas, microwave and other dishes, wires, cables, transmission lines, transmitters, receivers, appliances, machinery, trade fixtures and communications and other equipment (collectively, the "Equipment"), whether freestanding or located on or in improvements to be constructed upon or in the Premises, or for any other, related or similar, lawful purpose.

B. Lessor shall not use or permit use of Lessor's property adjacent to the Real Estate or any improvements now or hereafter constructed upon Lessor's said property adjacent to the Real Estate for transmitting or broadcasting of radio, television or other communications signals or for any other use which interferes with or materially impairs, restricts or limits Lessee's cellular telecommunications operations or Lessee's use of the Premises as contemplated by this agreement. It is hereby understood that Lessor's use of Lessor's hand-held transistors shall not interfere with Lessee's operations.

4. A. Lessor hereby grants and conveys to Lessee, for the benefit of Lessee and Lessee's Related Parties, the following non-exclusive easements ("Easements"), which shall remain in effect and shall be irrevocable during the Term and any Extended Terms:

(i) an Easement upon, over and across other real estate owned by Lessor described on Exhibit A attached hereto and described and depicted on Exhibit B attached hereto as "Easement for Ingress and Egress", to provide access, twenty-four (24) hours each and every day, seven (7) days each and every week, for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment, to and from the Premises from and to the nearest public way, and to provide parking and temporary storage for service vehicles, equipment and supplies during any time, from time to time, that Lessee or one of Lessee's Related Parties is constructing, installing, removing, repairing, relocating, replacing, maintaining or operating improvements and/or Equipment pursuant to this agreement;

(ii) an Easement upon, over, under and across other real estate owned by Lessor described on Exhibit A attached hereto and described and depicted on Exhibit B attached hereto as "Easement for Ingress and Egress", for the purpose of construction, installation, removal, repair, relocation, replacement, maintenance and operation of electrical, telephone and other communication facilities as may be required in connection with the transmission and distribution of electricity, telephone and other communications and sounds and signals, and to provide access, twenty-four (24) hours each and every day, seven (7) days each and every week, for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment, from and to the nearest public way, and to provide parking and temporary storage for service vehicles, equipment and supplies during any time, from time to time, that Lessee or one of Lessee's Related Parties is constructing, installing, removing, repairing, relocating, replacing, maintaining or operating such facilities; and

(iii) an Easement upon, over, under and across such other real estate owned by Lessor as is reasonably necessary for the effective exercise of Lessee's rights under this agreement, including, without limitation, a right to use such other real estate owned by Lessor, adjacent to the Premises, described on Exhibit A attached hereto and described and depicted on Exhibit B attached hereto as "Easement for Construction", for storage and use of construction materials and equipment during any time, from time to time, that Lessee or one of

Lessee's Related Parties is constructing, installing, removing, repairing, relocating, replacing, maintaining or operating improvements or Equipment pursuant to this agreement, and during the time of set-up operations before, and clean-up operations after, any such construction, installation, removal, repair, relocation, replacement, maintenance or operation. After any such use, Lessee shall restore the area so used to at least as good a condition as before such use.

Lessor shall maintain, in good condition and repair, the areas covered by the Easements ("Easement Areas") throughout the Term and any Extended Terms. No additional rent or other payments shall be payable by reason of Lessor's grant of the Easements.

B. Lessor represents and warrants that, during the Term and any Extended Terms, Lessee and Lessee's Related Parties shall have free and unrestricted access for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment to and from the Premises, from and to an open public street, road or way, twenty-four (24) hours each and every day, seven (7) days each and every week, for the purpose of constructing, installing, removing, repairing, relocating, replacing, maintaining and operating Lessee's improvements and Equipment, and that Lessor shall not permit or suffer any interference with such free and unrestricted access.

C. At the request of Lessee or one of Lessee's Related Parties from time to time, and without further payment or consideration, Lessor shall grant and convey to Lessee or to the electric and/or telephone utility companies serving or authorized to serve the Premises, by and using such forms of instrument or easement agreement as are then being used by Lessee, any of Lessee's Related Parties or any of such companies, rights to use any existing poles owned by Lessor and/or easements upon, over, under and across other real estate owned by Lessor, (i) for the purposes of construction, installation, removal, repair, relocation, replacement, maintenance and operation of electrical, telephone and other communication facilities as may be required in connection with the transmission and distribution of electricity, telephone and other communications and sounds and signals; and (ii) to provide access, twenty-four (24) hours each and every day, seven (7) days each and every week, for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment, from and to the nearest public way, and to provide parking and temporary storage for service vehicles, equipment and supplies during any time, from time to time, that Lessee, one of Lessee's Related Parties or one or more of such companies is constructing, installing, removing, repairing, relocating, replacing, maintaining or operating such facilities or Lessee's improvements and/or Equipment; such easements to be on such terms and conditions as are customarily contained in such forms of instrument or easement agreement as are then being used by Lessee or any of such companies; and Lessor shall take any and all actions and execute, acknowledge and deliver any and all documents requested by Lessee, any of Lessee's Related Parties or any of such companies in order to accomplish the foregoing.

5. A. Lessor represents and warrants that Lessor owns good and marketable title in fee simple to the Premises and the Easement Areas, free and clear of all liens and encumbrances which would affect Lessee's right to use the Premises for its intended purposes except as set forth on Exhibit C attached hereto and made a part hereof, and Lessor acknowledges that Lessee is relying upon the foregoing representation and warranty in entering into this agreement and in expending monies in connection herewith. Lessor shall not encumber or permit any encumbrances, liens or restrictions on the title to the Premises or the Easement Areas other than those set forth on Exhibit C hereto, except with the prior written approval of Lessee; provided that Lessee's approval shall not be required if Lessor hereafter encumbers the Premises and the Easement Areas with the lien of a first mortgage given to secure a loan made to Lessor by a bank, savings and loan association or insurance company.

B. Lessor represents and warrants that no litigation or governmental, administrative, or regulatory proceeding is pending, proposed, or threatened with respect to the Premises or the Easement Areas, including, without limitation, claims of third parties.

C. Lessor shall indemnify, defend, and hold harmless Lessee and Lessee's Related Parties (collectively, "Indemnitees") from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, damages or expenses, including, without limitation, attorneys' and expert witness' fees (including, without limitation, the value of time spent by in-house personnel), sustained or incurred by Indemnitees pursuant to any federal, state or local laws and implementing regulations, and/or the common law, dealing with matters relating to the environment and/or contamination of any type whatsoever caused or contributed to by Lessor and/or its predecessors, or originating from causes existent on or before the date of this agreement, including, without limitation: (i) any disposal of wastes, including, without limitation, any toxic or hazardous substances, in, upon or beneath the Real Estate, the Easements Areas or the improvements now or hereafter located thereon or forming a part thereof (collectively, the "Relevant Area"), or into the water and sewerage systems which serve the Relevant Area; (ii) emissions, discharges, injections, spills, escapes, dumping, disposals, ground water or ambient air contamination, leaks, releases or threatened releases of pollutants, contaminants and/or chemicals into the environment (including, without limitation, ambient air, surface waters, ground waters or land); (iii) noise pollution; (iv) causes related to manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or solid or hazardous wastes; (v) causes related to underground tanks located in, upon or beneath the Relevant Area; and (vi) injury, illness and/or death (or an aggravation of a pre-existing injury or illness), which is related to the physical condition, contamination or environmental state of the Relevant Area; provided, however, that this indemnification shall not apply to any matters as aforesaid which are caused by, or arise from, Lessee's construction or other activities on, or use of, the Relevant Area.

6. A. Lessee shall pay all charges for utilities used by Lessee in connection with the Premises during the Term and any Extended Terms. In the event Lessor is waiting for permanent power from Northern Indiana Public Service Company and Lessee requests use of Lessor's power, Lessor shall provide such power and Lessee shall pay Lessor for the actual cost of providing such service.

B. In the event of any default hereunder by Lessor, or if Lessor otherwise

(i) takes any action in contravention of this agreement or which impairs or threatens to impair (a) Lessee's exercise of its rights under this agreement, (b) Lessee's use of the Premises or the Easement Areas as permitted hereunder, or (c) the condition or integrity of Lessor's title to the Premises or the Easement Areas as mandated by this agreement, or

(ii) fails to take any action required by this agreement or required to preserve and maintain (a) Lessee's rights under this agreement, (b) Lessee's ability to use the Premises and the Easement Areas as permitted hereunder, or (c) the condition and integrity of Lessor's title to the Premises and the Easement Areas as mandated in this agreement,

then Lessee may, without being obligated to do so, immediately or at any time thereafter, without notice, cure such default or take action to reverse the effect of Lessor's action or inaction, all for the account and at the expense of Lessor; and if Lessee from time to time, by reason of such default, action or inaction by Lessor, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of money, then the sum so paid by Lessee, plus interest thereon from the date so paid by Lessee to the date repaid by Lessor, at eighteen percent (18%) per annum, shall be due from Lessor to Lessee upon demand, and Lessee may set-off or deduct such sum, including interest as aforesaid, from Lessee's rent obligations hereunder until Lessee is fully reimbursed therefor.

7. Lessee and Lessee's Related Parties shall have the right at any time during the Term and any Extended Terms, at their own expense (a) to construct or make any improvements of whatever kind or description upon or in the

Premises, (b) to install Equipment upon or in the Premises, (c) to install Equipment such as cables, junction boxes and related or similar fixtures upon or in the Easement Areas, and (d) to remove any such improvements and Equipment so constructed, made or installed. Any and all improvements and Equipment so constructed, made or installed shall remain personal property and shall belong to and be removable by Lessee during the Term and any Extended Terms, and for a reasonable time after the expiration of the Term and any Extended Terms or such earlier date as this agreement is terminated.

8. Lessee shall keep the Premises in good condition and repair in accordance with applicable state and municipal laws. At the expiration of the Term and any Extended Terms, or such earlier date as this agreement is terminated, Lessee will remove (to the ground level on the date hereof) all above-ground improvements and Equipment constructed, made or installed by Lessee, and will otherwise yield up the Premises in at least as good a condition as when the same were entered upon by Lessee, ordinary wear and tear and loss by causes beyond Lessee's control excepted. Lessee may, at its own expense, and if necessary, in the name of, but without expense to, Lessor, contest, by appropriate proceedings conducted diligently and in good faith, the validity and applicability to this agreement, the Premises or the parties hereto of any law, statute, ordinance or requirement of any governmental authority, and Lessor shall cooperate with Lessee in such proceedings. Lessee need not comply with such law, statute, ordinance or requirement so long as Lessee shall be so contesting the validity or applicability thereof. If Lessee is required to incur any expenses to make improvements to the Premises to comply with any law, statute, ordinance or requirement, then Lessee may incur such expense or, at Lessee's election, Lessee may terminate this agreement by notice to Lessor.

9. Lessee and its agents may apply to governmental authorities and public utility companies, in Lessee's or Lessor's name, or jointly, for any Approvals and easements required or deemed useful by Lessee for its use of the Premises, or in order to construct or make improvements, or to install Equipment, pursuant to this agreement. Lessor shall cooperate fully with Lessee in connection with the foregoing and, upon request of Lessee, shall take any and all actions and execute, acknowledge and deliver any and all documents and instruments reasonably requested by Lessee in connection therewith, including, without limitation, easements for public utilities. Lessee shall reimburse Lessor for all costs reasonably expended by Lessor in connection with the foregoing. Lessee shall pay all license, permit and inspection fees required in connection with its use of the Premises or the conduct of its business thereon.

10. This agreement and Lessee's obligations hereunder are contingent upon the occurrence of the following events on or before January 31, 1991:

- (a) Lessee shall have received the Approvals and easements referred to in paragraphs 2, 4C and 9 hereof;
- (b) Lessee shall have received results of soil and/or radio frequency tests (to be obtained by Lessee at Lessee's expense) relating to the Premises, and such results are satisfactory to Lessee in its sole discretion; and
- (c) Lessor shall have furnished Lessee with evidence satisfactory to Lessee confirming the truth of Lessor's representation and warranty set forth in paragraph 5A hereof.

If one or more of such events shall not have occurred, then at Lessee's option, Lessee may terminate this agreement by giving a notice to Lessor on or before said date. Upon such termination by Lessee, the Term and all of Lessee's obligations contained herein, except for obligations to restore the Premises pursuant to paragraph 8, shall forthwith terminate and end on the date specified in such notice. If Lessee terminates this agreement, Lessor shall be entitled to retain all rent theretofore paid by Lessee.

11. A. Lessee shall indemnify Lessor and the Premises from all liens or claims for lien for labor or material by reason of any work done or material furnished Lessee in connection with construction pursuant to this agreement.

If any such lien or claim for lien is filed against the Premises, Lessor shall give Lessee notice thereof and demand that Lessee remove the same, and if the same is not removed within thirty (30) days after Lessee receives such notice and demand, then (and only then) Lessor may (unless within such thirty (30) day period Lessee furnishes to Lessor reasonable security to protect against such lien), without inquiring into the validity thereof, remove the same at its expense, and Lessee shall repay Lessor for any amounts so advanced within fifteen (15) days after receipt of Lessor's statement therefor.

B. Subject to the waiver set forth in paragraph 13 hereof, Lessee will indemnify and save harmless Lessor from and against all liabilities, obligations, claims, damages, causes of action, costs and expenses (including without limitation reasonable attorneys' and expert witnesses' fees and expenses) imposed upon or incurred by or asserted against Lessor by reason of any accident, injury to or death of any person or persons or damage to property occurring on the Premises or the adjoining sidewalks, curbs, streets or ways resulting from any negligent act, or omission or wilful misconduct of Lessee or any of its employees or agents. In case any action, suit or proceeding is brought against Lessor by reason of any such occurrence, Lessee will, at Lessee's expense by counsel reasonably acceptable to Lessor, resist and defend such action, suit or proceeding or cause the same to be resisted and defended. This indemnity shall apply only with respect to events occurring after the date of this agreement. Notwithstanding anything to the contrary contained in this paragraph 11B, the indemnity set forth herein shall not apply to the extent that any liability, obligation, claim, damage, cause of action, cost or expense results from any negligent act or omission, or any wilful misconduct, of Lessor or its employees or agents.

C. Subject to the waiver set forth in paragraph 13 hereof, Lessor will indemnify and save harmless Lessee and Lessee's Related Parties from and against all liabilities, obligations, claims, damages, causes of action, costs and expenses (including without limitation reasonable attorneys' and expert witnesses' fees and expenses) imposed upon or incurred by or asserted against Lessee or any of Lessee's Related Parties by reason of any accident, injury to or death of any person or persons or damage to property occurring on the Premises or property adjacent to the Premises or adjoining sidewalks, curbs, streets or ways resulting from any act, error or omission of Lessor or any wilful misconduct of Lessor or any of its employees or agents. In case any action, suit or proceeding is brought against Lessee or any of Lessee's Related Parties by reason of any such occurrence, Lessor will, at Lessor's expense by counsel reasonably acceptable to Lessee, resist and defend such action, suit or proceeding or cause the same to be resisted and defended. This indemnity shall apply only with respect to events occurring subsequent to the date of this Agreement. Notwithstanding anything to the contrary contained in this paragraph 11C, the indemnity set forth herein shall not apply to the extent that any liability, obligation, claim, damage, cause of action, cost or expense results from the negligent acts, errors or omissions, or wilful misconduct, of Lessee or its employees or agents.

12. During the Term and any Extended Terms, Lessee shall, at its expense, obtain liability insurance issued by a company authorized to do business in Indiana, providing coverage in limits of at least \$1,000,000.00, in the event of bodily injury or death, or property damage, or both, as a result of any one accident or occurrence on the Premises. Lessee shall send a certificate therefor to Lessor within a reasonable time after receipt of Lessor's request therefor; provided that Lessor shall not make such a request more often than is reasonable.

13. Lessee and Lessor shall each be responsible for maintaining insurance covering their own property, whether or not located on the Premises. Lessor and Lessee each hereby waive any and all rights of recovery, claim, action, or cause of action, each may have against the other, its affiliates and their respective officers, directors, shareholders, partners, employees or agents, or any of their successors or assigns, on account of any loss or damage occasioned to Lessor or Lessee, its affiliates and their respective officers, directors, shareholders, partners, employees or agents, or any of their successors or assigns, as the case may be, or their respective property, by reason of fire, the elements or any other cause which could be insured against under the terms of standard all risk property insurance policies, regardless of cause or origin, including negligence of the other party hereto, its

agents, officers or employees. Each party hereto, on behalf of its respective insurance companies insuring its property against any such loss, does hereby waive any right of subrogation that such companies may have against the other party hereto. The parties hereto covenant with each other that, to the extent such insurance endorsement is available, they will each obtain, for the benefit of the other, an explicit waiver of any right of subrogation from its respective insurance companies.

14. For purposes of this paragraph, each of the following dates is a "Rent Stop Date": the last day of the month of October in each of the years 1995, 2000, 2005, and 2010, and if and as Lessee's options to extend the Term are exercised pursuant to paragraph 2D hereof, the last day of the month of October in each of the years 2015 and 2020. If this agreement has not been terminated pursuant to paragraph 10 hereof, then at Lessee's option, Lessee may terminate this agreement, effective as of a termination date selected by Lessee in its discretion (the "Termination Date"), by sending a termination notice ("Lessee's Termination Notice") to Lessor, and upon such termination the Term and all obligations of Lessee contained herein shall forthwith terminate and end on the Termination Date specified in Lessee's Termination Notice; provided that, in the event of a termination pursuant to the foregoing provision, notwithstanding the termination and irrespective of the actual Termination Date, Lessee's obligation to pay monthly rent shall continue through (and shall end on) the Rent Stop Date next following the Termination Date; but if the Termination Date is the same as a Rent Stop Date, then Lessee's obligation to pay rent shall end on the Termination Date. The foregoing right to terminate shall not be deemed to be exclusive and shall not preclude a termination by Lessee in the event of a default by Lessor or pursuant to any other provision of this agreement.

15. Lessee shall have the unconditional right to sublease all or any part of the Premises, for any use permitted by this agreement, to any person, corporation or other entity into which or with which Lessee merges or consolidates or which shall acquire substantially all the assets of Lessee, to any parent corporation which owns fifty percent (50%) or more of the capital stock of Lessee, to any subsidiary corporation of which Lessee owns fifty percent (50%) or more of the capital stock, to any person, firm or corporation which shall control, be controlled by, or be under common control with Lessee. Lessor covenants and agrees that it will not unreasonably delay or withhold consent to any other sublease of the Premises. Any such sublease, assignment or transfer may be absolute, conditional or in consideration of or as additional security for any financing or equipment leasing arrangement into which Lessee may enter. Lessee shall have the right to record, register and/or file such evidence of any such sublease, assignment or transfer as Lessee may deem appropriate, without thereby committing a default under this agreement.

16. Lessor, on behalf of Lessor and all persons, corporations and other entities claiming by, through or under Lessor, and their respective heirs, executors, administrators, personal representatives, successors and assigns, covenants and agrees with Lessee that as long as Lessee, or one of Lessee's Related Parties, pays the rent herein reserved and performs all of Lessee's obligations hereunder, Lessee and Lessee's Related Parties (a) shall have quiet and peaceful enjoyment and possession of the Premises and the Easement Areas throughout the Term and any Extended Terms free from claims and demands by Lessor and all persons, corporations and other entities claiming by, through or under Lessor, or claiming under title paramount to Lessor, and (b) shall be entitled to exercise all of Lessee's rights hereunder.

17. Each party hereto shall, from time to time, within fourteen (14) days after a written request is received from the other party, execute, acknowledge and send to the requesting party a certificate in writing (a) stating that this agreement is unmodified and in full force and effect (or, if modified, stating in detail the nature of such modifications and stating that this agreement, as so modified, is in full force and effect) and stating the date to which rent and other charges have been paid, and (b) either stating that to the knowledge of the certifying party no default exists hereunder or specifying each default of which the certifying party has knowledge. Any such certificate may be conclusively relied upon by any person or entity. Failure to send such a certificate within fourteen (14) days after such request is received shall be conclusive against the party failing to send such

certificate (a) that this agreement is in full force and effect, without modification except as may be represented by the party that requested such certificate, and (b) that the party that requested such certificate is not in default hereunder.

18. If (a) Lessee shall default in the payment of rent and such default shall continue for fifteen (15) days after written notice thereof is received by Lessee, or (b) Lessee shall default in the performance of any other of Lessee's obligations herein contained and such default shall continue for thirty (30) days after written notice thereof is received by Lessee (provided, however, that if the default reasonably cannot be cured within thirty (30) days, said thirty (30) day period shall be extended for such additional time as is reasonably necessary to cure the default), or (c) Lessee is adjudicated a bankrupt or a trustee is appointed for Lessee after a petition has been filed against Lessee under the Bankruptcy Act of the United States, or a receiver is appointed for Lessee's business or property (and the order of adjudication or appointing a trustee or receiver has not been vacated within sixty (60) days after the entry thereof), then, without further notice, Lessee's right to possession of the Premises may be terminated and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises, and if Lessor so elects by notice to Lessee, this agreement shall thereupon terminate, and upon termination of Lessee's right to possession, whether this agreement be terminated or not, Lessee shall surrender possession of the Premises immediately. Lessor hereby expressly waives any and all right to distraint for rent due and any and all landlord's liens or claim of such upon any or all property of Lessee and Lessee's Related Parties, on the Premises or the Easement Areas.

19. If any suit or action shall be brought to enforce or declare any of the terms of this agreement, to terminate this agreement, to recover possession of the Premises or to recover any rent or damages sustained as a result of a default in the performance of any obligations under this agreement or a breach of any of the representations and warranties herein contained, the party not prevailing in such suit or action shall be liable to the prevailing party for the prevailing party's costs and expenses, including, without limitation, court costs and reasonable attorneys' and expert witnesses' fees (including, without limitation, the value of time spent by in-house personnel), the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

20. All notices and demands under this agreement shall be in writing, and shall be deemed to have been given when delivered in person or by courier, or when mailed by United States registered or certified mail with proper postage prepaid, to Lessor, if intended for it, at the address for payment of rent designated by Lessor from time to time by notice to Lessee, or to Lessee, if intended for it, at Cellular One, 840 East State Parkway, Schaumburg, Illinois, 60173 Attention: Business Manager. Either party hereto may change the place for notice to it by sending like written notice to the other party.

21. Except with Lessee's prior written consent, Lessor agrees that Lessor and its officers, directors, shareholders, partners, employees, agents and other representatives, will not, whether during or subsequent to the Term or any Extended Terms of this agreement, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation, in any manner whatsoever, any information of any kind, nature or description concerning the terms and conditions of this agreement; provided, however, that Lessor may disclose such information (i) to its legal and financial advisors to the extent necessary to conduct Lessor's ordinary business and operations and (ii) to its lender and (iii) to a purchaser of the Real Estate and (iv) to those of its employees or agents to whom it shall be reasonably necessary to disclose such information for purposes of Lessor's performance of its obligations under the terms of this agreement.

22. Each party hereto represents and warrants that it has full power and authority to enter into this agreement and to perform the covenants and obligations herein contained. Each person executing this agreement represents and warrants that he or she is duly authorized to execute this agreement.

23. This agreement and all the rights, covenants and obligations contained in this agreement shall inure to the benefit of and be binding upon Lessor, Lessee, Lessee's Related Parties and their respective heirs, executors, administrators, personal representatives, successors and assigns. It is understood that as of the date of this agreement, Lessor is comprised only of the parties named as such in this agreement or any other instrument executed herewith. If now or at any time hereafter Lessor is comprised of more than one person or entity, Lessor's obligations under this agreement shall be the joint and several obligations of all persons and entities comprising Lessor.

24. In any case where the approval or consent of Lessor is required, requested or otherwise to be given under this agreement, an approval or consent by any of the persons or entities comprising Lessor shall be sufficient, and Lessee may rely upon any such approval or consent. In any case where the approval or consent of Lessor is required under this agreement, Lessor shall not unreasonably delay or withhold its approval or consent.

25. This agreement supercedes all prior agreements and understandings, both written and oral, of the parties with respect to the subject matter hereof. This agreement may be executed in any number of counterparts, and by the different parties on different counterparts, each of which when executed shall be deemed an original, and all of which together shall constitute one and the same agreement. If any clause, phrase, provision or portion of this agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this agreement, nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances. Changes in the number, gender and grammar of terms and phrases herein, where necessary to conform this agreement to the circumstances of the parties hereto, shall in all cases be assumed as though in each case fully expressed herein. This agreement shall be construed in accordance with the laws of the State of Illinois.

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

LESSOR:


WALTER J. COTTON III


CANDACE COTTON

LESSEE:

CELLULAR ONE-CHICAGO, a division of
Southwestern Bell Mobile Systems, Inc.

By: 

Its: Vice President-Network Operations



NOTARY ACKNOWLEDGEMENT FOR LESSOR

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

I, GEORGE W. CARBERRY a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 1st day of October, 1990 by WALTER J. COTTON III and CANDACE COTTON, personally known to me to be the individuals who executed the foregoing instrument.

George W. Carberry
Notary Public
GEORGE W. CARBERRY

My commission expires: 4/9/91

County of Residence: Porter



NOTARY ACKNOWLEDGEMENT FOR LESSEE

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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I, KAY DAWN TOWER, a Notary Public in and for the said County and State aforesaid DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this NOVEMBER 1, 1990, by DANE ERSHEEN, personally known to me to be the Vice-President - Network Operations of CELLULAR ONE-CHICAGO, a division of Southwestern Bell Mobile Systems, Inc., a corporation incorporated under the laws of the State of Delaware and the Commonwealth of Virginia, on its behalf.

Kay Dawn Tower
Notary Public

My commission expires: 12/18/93

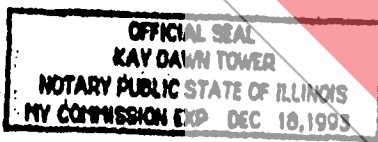


EXHIBIT A

Common address or approximate location of Premises:

641 Joliet Street, Dyer, Indiana 46311

Legal Descriptions:

REAL ESTATE DESCRIPTION

THAT PART OF LOT 2 IN DYER AUTO AUCTION ADDITION TO THE TOWN OF DYER, LAKE COUNTY, INDIANA, BEING A SUBDIVISION OF THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 17, 1987 AS DOCUMENT NUMBER 938789 IN BOOK 63 PAGE 4, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 2; THENCE SOUTH 00 DEGREES 53 MINUTES 50 SECONDS WEST ON THE EAST LINE OF LOT 2, A DISTANCE OF 50.11 FEET TO A POINT; THENCE SOUTH 87 DEGREES 26 MINUTES 08 SECONDS WEST, A DISTANCE OF 30.055 FEET TO A POINT ON A LINE 30.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 2 AND THE POINT OF BEGINNING: THENCE CONTINUING SOUTH 87 DEGREES 26 MINUTES 08 SECONDS WEST, A DISTANCE OF 30.055 FEET TO A POINT ON A LINE 60.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 2: THENCE NORTH 00 DEGREES 53 MINUTES 50 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 50.11 FEET TO A POINT ON THE NORTH LINE OF LOT 2; THENCE EASTERLY ON THE ARC OF A CIRCLE CONVEX TO THE SOUTH HAVING A RADIUS OF 5786.65 FEET, A CHORD BEARING OF NORTH 87 DEGREES 35 MINUTES 07 SECONDS EAST, A DISTANCE OF 30.05 FEET TO A POINT ON A LINE 30.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 2: THENCE SOUTH 00 DEGREES 53 MINUTES 50 SECONDS WEST ON THE LAST DESCRIBED LINE A DISTANCE OF 50.03 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA, CONTAINING 0.034 ACRES MORE OR LESS.

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the Lake County Recorder!
EASEMENT FOR CONSTRUCTION

THAT PART OF LOT 2 IN DYER AUTO AUCTION ADDITION TO THE TOWN OF DYER, LAKE COUNTY, INDIANA, BEING A SUBDIVISION OF THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 17, 1987 AS DOCUMENT NUMBER 938789 IN BOOK 63 PAGE 4, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 2; THENCE SOUTH 00 DEGREES 53 MINUTES 50 SECONDS WEST ON THE EAST LINE OF LOT 2, A DISTANCE OF 50.11 FEET TO A POINT; THENCE SOUTH 87 DEGREES 26 MINUTES 08 SECONDS WEST, A DISTANCE OF 30.055 FEET TO A POINT ON A LINE 30.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 2: THENCE NORTH 00 DEGREES 53 MINUTES 50 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 50.03 FEET TO A POINT ON THE NORTH LINE OF LOT 2: THENCE EASTERLY ON THE ARC OF A CIRCLE CONVEX TO THE SOUTH HAVING A RADIUS OF 5786.65 FEET, A CHORD BEARING OF NORTH 87 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 30.06 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

EASEMENT FOR INGRESS AND EGRESS

THAT PART OF LOT 2 IN DYER AUTO AUCTION ADDITION TO THE TOWN OF DYER, LAKE COUNTY, INDIANA, BEING A SUBDIVISION OF THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 17, 1987 AS DOCUMENT NUMBER 938789 IN BOOK 63 PAGE 4, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 2; THENCE SOUTH 00 DEGREES 53 MINUTES 50 SECONDS WEST ON THE EAST LINE OF LOT 2, A DISTANCE OF 50.11 FEET TO THE POINT OF BEGINNING: THENCE CONTINUING SOUTH 00 DEGREES 53 MINUTES 50 SECONDS WEST ON THE EAST LINE OF LOT 2, A DISTANCE OF 15.0 FEET: THENCE SOUTH 87 DEGREES 26 MINUTES 08 SECONDS WEST, A DISTANCE OF 60.11 FEET TO A POINT ON A LINE 60.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 2: THENCE NORTH 00 DEGREES 53 MINUTES 50 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 15.00 FEET TO A POINT: THENCE NORTH 87 DEGREES 26 MINUTES 08 SECONDS EAST, A DISTANCE OF 60.11 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

EXHIBIT B

(PLAT OF SURVEY AND/OR SITE PLAN TO BE INSERTED BY LESSEE)



EXHIBIT C

Liens and encumbrances to which the Premises and the Easement Areas are subject:

Lessee's rights under the agreement of which this Exhibit C is a part



59016-A

OFFICE:
956 E. 161st PLACE
SOUTH HOLLAND, ILLINOIS 60473

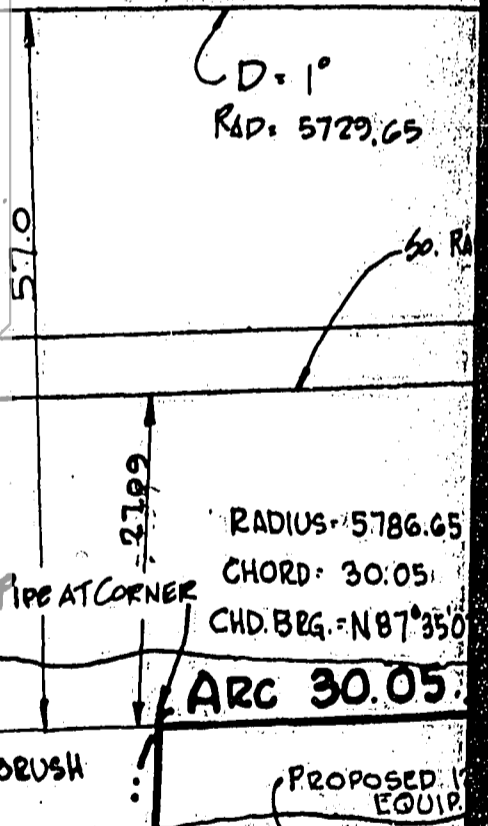
PLAT OF

by
ROBERT A. NOWICKI

• LAND SURVEY

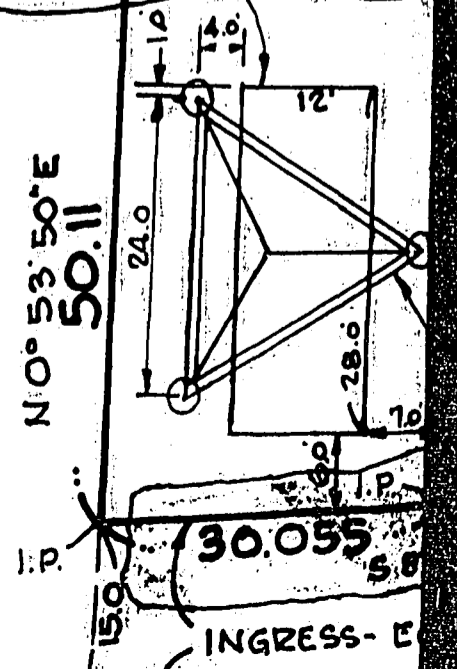
REAL ESTATE DESCRIPTION

THAT PART OF LOT 2 IN DYER AUTO AUCTION ADDITION TO THE
THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP
RECORDED SEPTEMBER 17, 1987 AS DOCUMENT NUMBER 938789 IN BOOK
AT THE NORTHEAST CORNER OF LOT 2; THENCE SOUTH 00 DEGREES
DISTANCE OF 50.11 FEET TO A POINT; THENCE SOUTH 87 DEGREE
A POINT ON A LINE 30.0 FEET WEST OF AND PARALLEL TO THE
CONTINUING SOUTH 87 DEGREES 26 MINUTES 08 SECONDS WEST
WEST OF AND PARALLEL TO THE EAST LINE OF LOT 2; THENCE IN
DESCRIBED LINE, A DISTANCE OF 50.11 FEET TO A POINT ON A
CIRCLE CONVEX TO THE SOUTH HAVING A RADIUS OF 5786.65 FEET
SECONDS EAST A DISTANCE OF 30.05 FEET TO A POINT ON A
2; THENCE SOUTH 00 DEGREES 53 MINUTES 50 SECONDS WEST ON
POINT OF BEGINNING, IN LAKE COUNTY, INDIANA, CONTAINING 0.



EASEMENT FOR CONSTRUCTION NORTH LINE LOT 2

THAT PART OF LOT 2 IN DYER AUTO AUCTION ADDITION TO THE TOWN OF
DYER, LAKE COUNTY, INDIANA, BEING A SUBDIVISION OF THAT PORTION OF
THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 WEST OF
THE 2ND PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 17, 1987 AS DOCUMENT
NUMBER 938789 IN BOOK 63 PAGE 4, BOUNDED AND DESCRIBED AS FOLLOWS:
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50.11 FEET TO A POINT; THENCE SOUTH 87 DEGREES 26 MINUTES 08 SECONDS
WEST, A DISTANCE OF 30.055 FEET TO A POINT ON A LINE 30.0 FEET WEST
OF AND PARALLEL TO THE EAST LINE OF LOT 2; THENCE NORTH 00 DEGREES
53 MINUTES 50 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF
50.03 FEET TO A POINT ON THE NORTH LINE OF LOT 2; THENCE EASTERLY ON
THE ARC OF A CIRCLE CONVEX TO THE SOUTH HAVING A RADIUS OF 5786.65

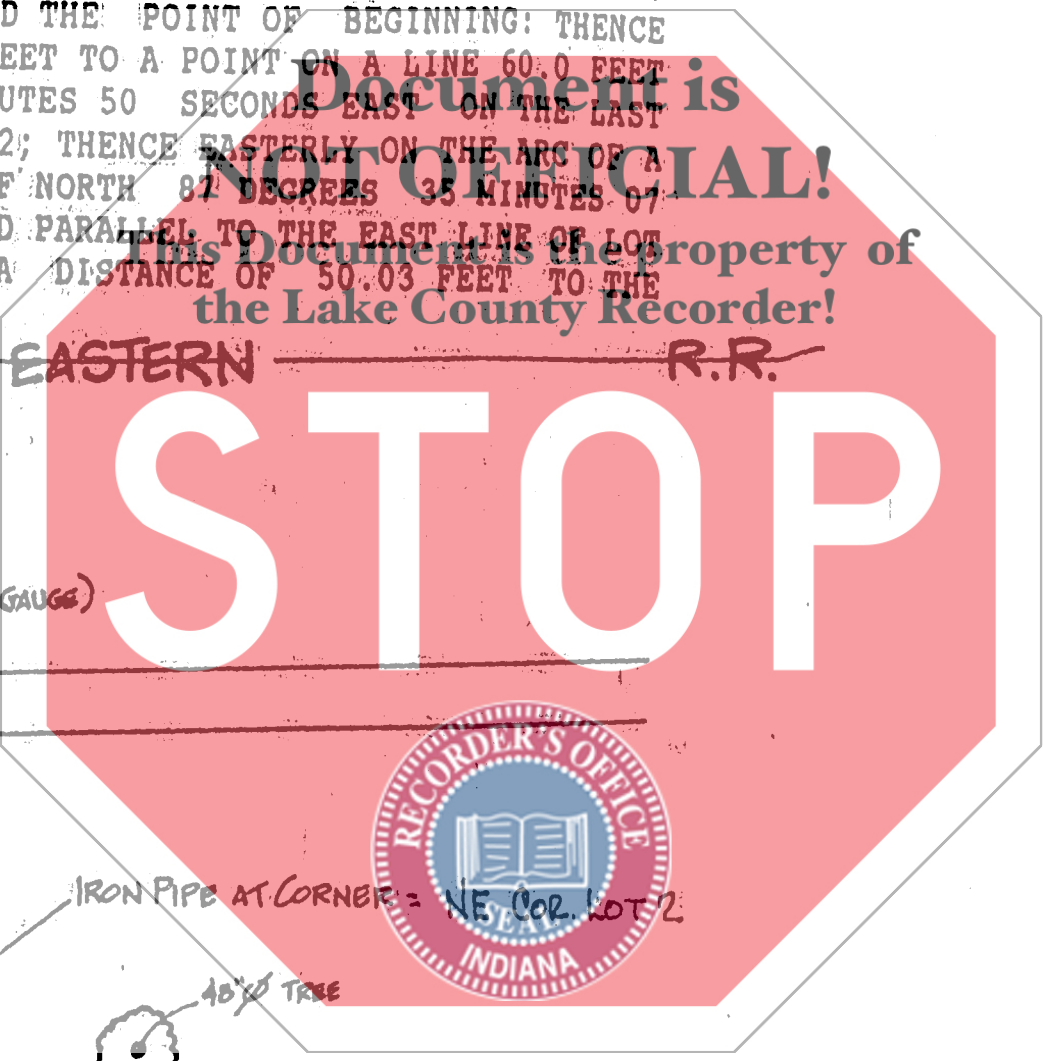


SURVEY

PHONE:
331-1932

ASSOCIATES, LTD.
EYORS •

IN OF DYER, LAKE COUNTY, INDIANA, BEING A SUBDIVISION OF
NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN,
63 PAGE 4, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING
MINUTES 50 SECONDS WEST ON THE EAST LINE OF LOT 2, A
6 MINUTES 08 SECONDS WEST, A DISTANCE OF 30.055 FEET TO
T LINE OF LOT 2 AND THE POINT OF BEGINNING; THENCE
DISTANCE OF 30.055 FEET TO A POINT ON A LINE 60.0 FEET
H 00 DEGREES 53 MINUTES 50 SECONDS EAST ON THE LAST
HE NORTH LINE OF LOT 2; THENCE EASTERLY ON THE ARC OF A
A CHORD BEARING OF NORTH 87 DEGREES 35 MINUTES 07
30.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT
LAST DESCRIBED LINE A DISTANCE OF 50.03 FEET TO THE
ACRES MORE OR LESS.



EASTERN R.R.

SOUTH SPUR TRACK (INSIDE GAUGE)



RADIUS: 5786.65
CHORD: 30.06
CHD. BRG. N. 87° 17' 08\"

IRON PIPE AT CORNER = NE COR. LOT 2

48\"

CONSTRUCTION EASEMENT

S 0° 53' 50\"

28' TEL. TRANS. BLDG.

PROPOSED 160' HIGH TELEPHONE TRANS. TOWER

NORTH LINE OF PLAT OF DEDICATION BOOK 50 PAGE 91 & BOOK 50 PAGE 90

LINE 50' SOUTH OF SOUTHERLY R.O.W. E, J & E RR.

30.055
IRON PIPE

ESS. EASEMENT

REC. NOV 13, 1950

EAST, A DISTANCE OF 30.06 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

LOT 2

DYER AUTO AUCTION ADDITION

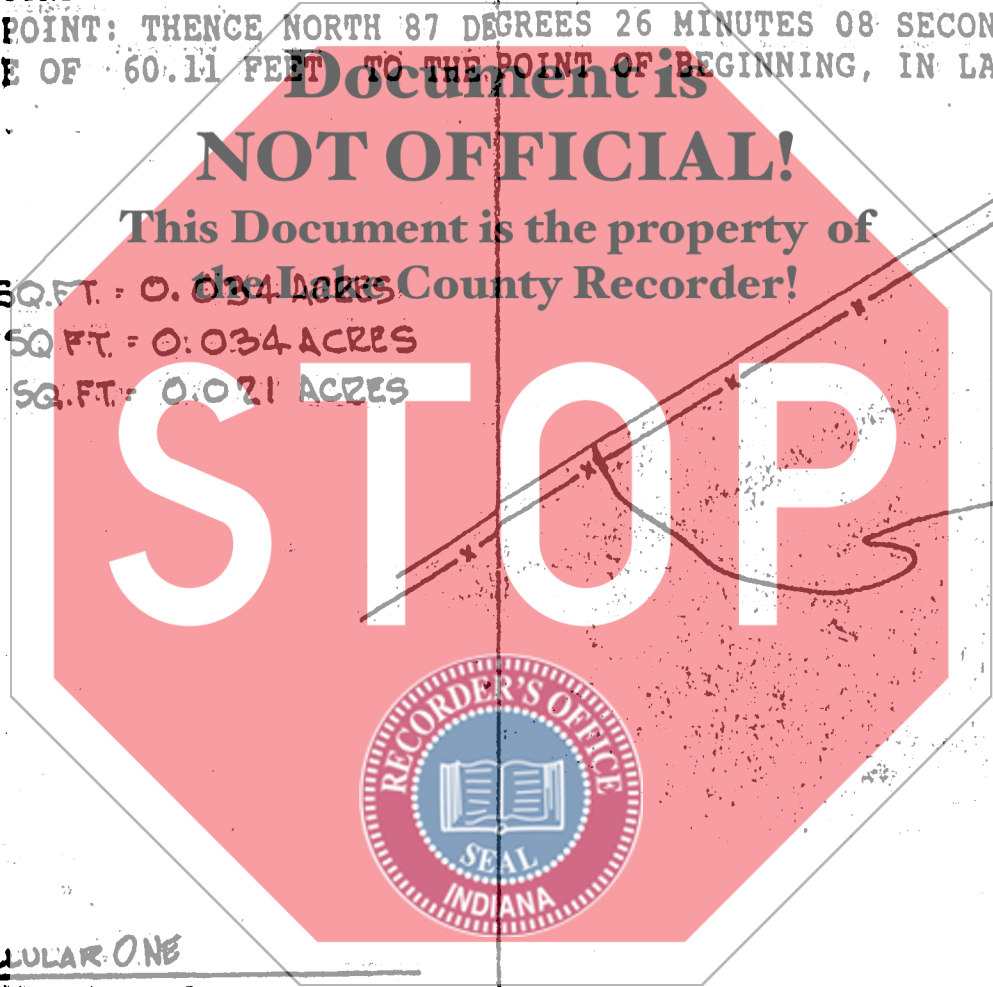
EASEMENT FOR INGRESS AND EGRESS

THAT PART OF LOT 2 IN DYER AUTO AUCTION ADDITION TO THE TOWN OF DYER, LAKE COUNTY, INDIANA, BEING A SUBDIVISION OF THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 17, 1987 AS DOCUMENT NUMBER 938789 IN BOOK 63 PAGE 4, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 2; THENCE SOUTH 00 DEGREES 53 MINUTES 50 SECONDS WEST ON THE EAST LINE OF LOT 2, A DISTANCE OF 60.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 53 MINUTES 50 SECONDS WEST ON THE EAST LINE OF LOT 2, A DISTANCE OF 15.0 FEET; THENCE SOUTH 87 DEGREES 26 MINUTES 08 SECONDS WEST, A DISTANCE OF 60.11 FEET TO A POINT ON A LINE 60.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 2; THENCE NORTH 00 DEGREES 53 MINUTES 50 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 15.00 FEET TO A POINT; THENCE NORTH 87 DEGREES 26 MINUTES 08 SECONDS EAST, A DISTANCE OF 60.11 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA,

30° BUILDING LINE

OWN LINE

ASPHALT PARKING AREA



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AREA

SITE: 1502 SQ.FT. = 0.034 ACRES

CONSTR. EASEM.: 1502 SQ.FT. = 0.034 ACRES

ING. EGR. EASEM.: 900 SQ.FT. = 0.021 ACRES

FOR: CELLULAR ONE
ORDER NO. 59016-A
SCALE: 1" = 20'

Contractor or builder should verify and compare all points before beginning any construction and at once report any discrepancies to the Surveyor. Consult your deed or title policy for easements and restrictions.

RESURVEYED TO LOCATE BUILDINGS.

FOR: _____
ORDER NO. _____
DATE _____

DECIMAL

1/8"	= 0.01	1"
1/4"	= 0.02	2"
3/8"	= 0.03	3"
1/2"	= 0.04	4"
5/8"	= 0.05	5"
3/4"	= 0.06	6"
7/8"	= 0.07	7"

08" W

I.P.

PLAT OF DEDICATION
PCE No. 535467 B00

ROAD

OF 30° WIDE N
DATED OCT. 27, 1950
AS REC. 505645

SITE NO. 145 COORDINATES
LATITUDE - 41° 29' 51"
LONGITUDE - 87° 30' 43"

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STOP



STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Robert A. Nowicki a Registered INDIANA Land
Surveyor, do hereby certify that I have surveyed the
property described in the caption to the hereon drawn
plat and that the foregoing plat is a true and correct
representation of the same. All dimensions are in feet
and decimal parts thereof and are corrected to a temp-
erature of 68 degrees Fahrenheit.

Date AUGUST 7, 1990

Robert A. Nowicki
Certificate No. 8621

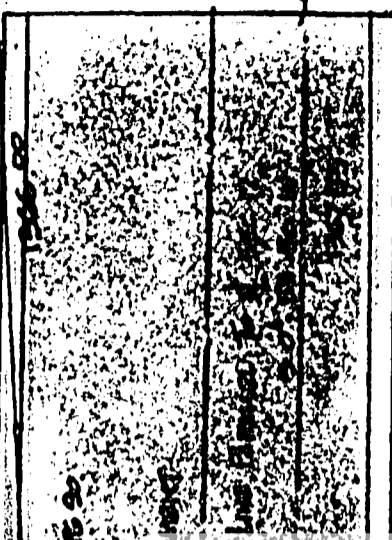
REVISED AUGUST 22, 1990 - CHANGE TOWER HEIGHT

EAST LINE LOT 192

WEST LINE OF CLARK RD. AS PER PLAT OF DEC. BOOK
50 PAGE 91 AS REC. NO. 535468

5 00° 59' 50" W

1866.01 REC.



N 89° 30' 11" W
REC.

SOUTH LINE OF SECTION 12-35-10

658.65

CLARK

EAST LINE SECTION 12



NTS

- 8" = 0.67
- 9" = 0.75
- 10" = 0.83
- 11" = 0.92
- 12" = 1.00