

**EXHIBIT B**

**PCS Site Agreement**

**Memorandum of PCS Site Agreement**

Site Name PrimeCo - Co-Loc  
Site I. D. 827E

98052551

98052551

(The Above Space For Recorder's Use Only)

Version 1

March 97

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated March 29, 1997, between Lake County Trust Company as Trustee under Trust Agreement dated May 25, 1995 and known as Trust Number 4631 ("Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom").

Such Agreement provides in part that Owner leases to SprintCom a certain site ("Site") located at 1300 86<sup>th</sup> Street, City of Merillville, County of Lake, State of Indiana, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on March 29, 1997, which term is subject to four (4) additional five (5) year extension periods by SprintCom.

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

"Owner"

"SprintCom"

Lake County Trust Company as Trustee under Trust Agreement dated May 25, 1995 and known as Trust Number 4631

SprintCom, Inc., a Kansas corporation

By: [Signature]

By: [Signature]

Name: \_\_\_\_\_

Name: James G. Meyers

Title: Trustee Sole Beneficiary

Title: Area Manager

See Exhibit B1 for continuation of Owner signatures

Address: 9801 W. Higgins

Address: \_\_\_\_\_

Address: 2nd Floor

Owner Initials [Signature]

Address: Rosemont, IL 60018

SprintCom Initials [Signature]

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

Attach Exhibit A - Site Description

1998

It is expressly understood and agreed that this Lease is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that LAKE COUNTY TRUST COMPANY, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing in this lease contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the premises herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary/beneficiaries of said Trust.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiary/beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

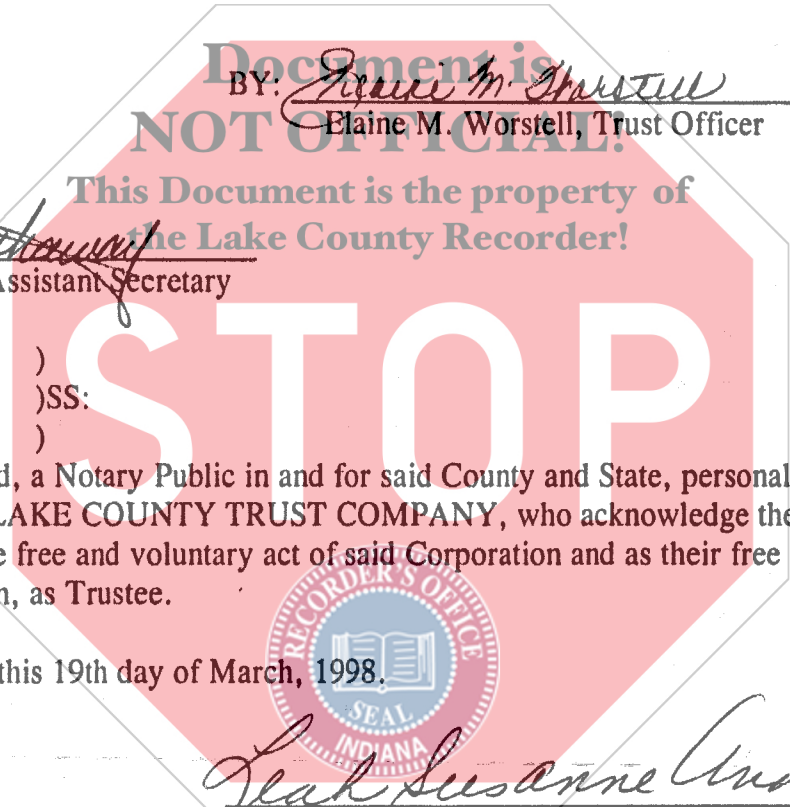
IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has cause these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 19th day of March, 1998.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated May 25, 1995, and known as Trust No. 4631

BY: *Elaine M. Worstell*  
Elaine M. Worstell, Trust Officer

ATTEST:

BY: *Kathy Hathaway*  
Kathy Hathaway, Assistant Secretary



STATE OF INDIANA )

)SS:

COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of LAKE COUNTY TRUST COMPANY, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said Corporation and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 19th day of March, 1998.

*Leah Susanne Anderson*  
Leah Susanne Anderson-Notary Public

My Commission Expires: 4-7-99

Resident: Lake County, Indiana

Site Name PrimeCo - Co-Loc

PCS Site Agreement

Site I. D. 827E

Site Description

Site situated in the City of Merrillville, County of Lake, State of Indiana, commonly described as follows:

Legal Description:

Lot 2, Southlake Industrial Park Second Addition, as shown in Plat Book 66, page 14, Lake County, Indiana.



Sketch of Site: See Attached

Commonly Known As: 1300 86<sup>th</sup> Street, Merrillville, IN

Permanent Real Estate Index Number: 15-571-2

Owner Initials \_\_\_\_\_

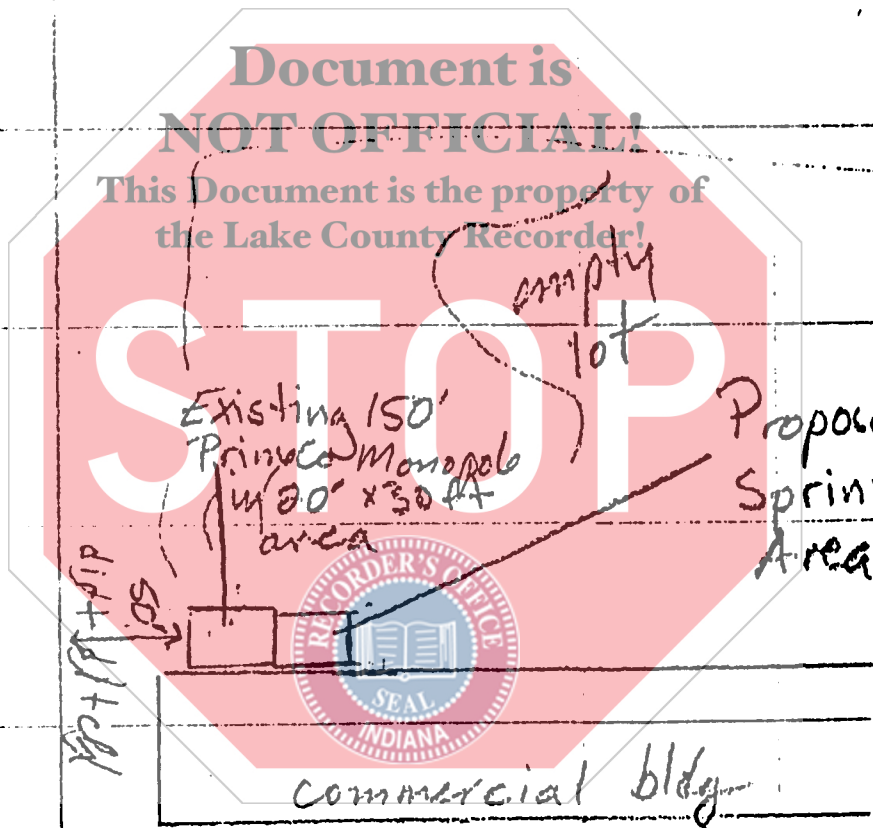
*[Handwritten signature]*

SprintCom Initials \_\_\_\_\_

*[Handwritten signature]*

Note: Owner and SprintCom may, at SprintCom's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

Name: PrimeCo, co-10c



20 ft asphalt road

86<sup>th</sup> Place

NT Not to Scale

SPRINTCOM, .NC. NOTARY BLOCK:

STATE OF ILLINOIS

COUNTY OF COOK

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ROSEMONT, ILLINOIS  
this 29<sup>th</sup> day of March, 1998.

My commission expires:

Michael J. McCrery  
Notary Public

"OFFICIAL SEAL"  
MICHAEL J. MCCRERY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7/13/2000

