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DEBORAH L. HEYTON
DELAWARE COUNTY RECORDER
106.00

Abstract Co.

PREPARED BY: MARY YEE 1101 PERIMETER DRIVE, STE 225 SCHAUMBURG, IL 60173
(847) 240-1508

ASSIGNMENT AND ASSUMPTION OF LAND LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LAND LEASE AGREEMENT is made as of the 1 day of AUGUST, 2001, by and between **Site Acquisition Consultants, L.P., a Nevada Limited Partnership, its successors and assigns**, whose place of business is located at 655 First Bank Drive, Palatine, IL 60067 ("Assignor") and **American Towers, Inc., a Delaware corporation** whose place of business is located at 1101 Perimeter Drive, Schaumburg, IL 60173("Assignee").

WITNESSETH

WHEREAS, Assignor and Charles L. Ankrom and Carol Ann Ankrom ("Lessor") are parties to a Site Ground Lease Agreement dated July 20, 2001 (the "Agreement"), a copy of which is attached hereto as Exhibit A, with respect to approximately ten thousand (10,000) square feet of ground space, located at 110th Avenue, approximately .3 miles south of U.S. Highway 20, Masonville, county of Delaware, state of Iowa, (the "Premises"), a copy of the legal description of which is attached hereto as Exhibit B; and

WHEREAS, Assignor desires to assign to Assignee all of the Assignor's rights, title and interests to the Premises and assign all obligations under the Agreement; and

WHEREAS, the Assignee desires to acquire all of the Assignor's rights, title and interests to the Premises and assume all obligations under the Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound thereby, do hereby covenant and agree as follows:

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound thereby, do hereby covenant and agree as follows:

1. Assignor hereby assigns to Assignee and Assignee hereby assumes, as of the date first written above, all of the Assignor's right, title and interest in, to and under the Agreement.

2. Assignee hereby assumes and undertakes to pay, satisfy and discharge all of the obligations of Assignor in, to and under the Agreement arising or accruing on and after the date first written above. Assignee further agrees to comply with and be bound by all of the covenants, conditions, provisions, commitments, terms, obligations and agreements specified in the Agreement to be kept and performed on the part of the Assignor on or after the date first written above.

3. Assignor represents and warrants that this Assignment and Assumption of Land Lease Agreement does not constitute a breach of the Agreement and that no consent to the assignment of the Agreement required to be obtained from the Lessor.

4. This Assignment and Assumption of Land Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment to become effective as of the 1, day of AUGUST, 2001.

ASSIGNEE

AMERICAN TOWERS, INC.,
a Delaware corporation

By: _____
Name: John J. Peterman
Title: Vice-President

ASSIGNOR

Site Acquisition Consultants, L.P.,
a Nevada Limited Partnership

By: _____
Name: JONATHAN MCKINLEY
Title: GENERAL PARTNER

Prepared by and Return to:
American Towers, Inc.
1101 Perimeter Drive, Suite 225
Schaumburg, IL 60173
Attn: Mary Y. Yee
(847) 240-1508

ASSIGNEE NOTARY BLOCK

STATE OF Illinois
COUNTY OF Cook) ss:

On this 1 day of August, 2001, before me personally came John J. Peterman, who being by me duly sworn, did depose and says: that he resides in the State of Illinois, that he is the Vice President of American Towers, Inc., a Delaware corporation, the corporation described in and which he executed the foregoing instrument; and that he has executed this instrument as his voluntary act and that of the corporation.

OFFICIAL SEAL
TINA M. WHELAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-8-2002

Tina M. Whelan
NOTARY PUBLIC

My Commission Expires: 01-08-02

ASSIGNOR NOTARY BLOCK

STATE OF IL)
COUNTY OF Cook) ss:

On this 20 day of July, 2001, before me personally came Jonathon Mckinley who being by me duly sworn, did depose and says: that he resides in the State of Illinois, that he is the General Partner of Site Acquisition Consultants, L.P., the corporation described in and which he executed the foregoing instrument; and that he has executed this instrument as his voluntary act and that of the corporation.

"OFFICIAL SEAL"
KATHRYN E. MAXWELL
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 10/19/04

Kathryn E. Maxwell
NOTARY PUBLIC

My Commission Expires: 10-19-04

EXHIBIT A
Copy of Lease Agreement

See attached.

SITE GROUND LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this ~~24~~ 20 day of July 1 2001, between **Site Acquisition Consultants, L. P., a Nevada Limited Partnership**, ("Lessee"), and **Charles L. Ankrom and Carol Ann Ankrom, husband and wife, as tenants in common,** ("Lessor"). For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises and Use. Subject to the following terms and conditions, Lessor leases to Lessee a portion of the real property (the "Property") described in the attached Exhibit A. Lessee's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises are located at 110th Avenue approximately .3 miles south of U. S. Highway 20, Masonville, Delaware County, Iowa, and comprises approximately Ten Thousand (10,000) square feet, an area approximately One Hundred Feet by One Hundred Feet (100' x 100').

The Premises will be used by Lessee for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a radio communications service system facility, including, without limitation, antenna equipment, cable wiring, related fixtures and, if applicable to the Premises, an antenna structure. Lessee will use the Premises in a manner which will not unreasonably disturb the occupancy of Lessor's other tenants. Lessee will have access to the Premises 24 hours per day, 7 days per week.

2. Azimuth Easements. Lessor grants to Lessee, if required by Lessee, easements across the Property for access to install, repair and maintain guy wires, guy anchors and guy enclosures ("Azimuth Easements"). Such Azimuth Easements shall encompass that area of the Property, the width and length of which shall be sufficient for the construction of Lessee Facilities (as hereinafter defined), and as more fully described in Exhibit B annexed hereto. Lessor acknowledges that the right of access to the Azimuth Easements shall include the right by Lessee to clear any underbrush or vegetation adjacent to the Azimuth Easements which may block access to the Azimuth Easements.

The Azimuth Easements granted herein shall run with the Property and be appurtenant to and for the benefit of the Premises, and shall be coterminous with this Agreement. Lessor shall not use nor permit its employees, agents, successors or assigns, or any future Lessee to use the Property in any manner which interferes with Lessee's use of the Azimuth Easements. The benefits and obligations of the Azimuth Easements shall be covenants running with the Property, and shall inure to and be binding upon the successors, assigns and heirs of the parties hereto.

3. Term. The term of this Agreement (the "Initial Term") is Five (5) years, commencing not later than six (6) months from full execution of this Agreement or the start of construction, whichever first occurs ("Commencement Date") and terminating on the fifth (5th) anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 12 and or 13. This Agreement will be automatically renewed for Five (5) additional terms (each a "Renewal Term") of Five (5) years each, unless Lessee provides Lessor notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

4. Contingencies. This Agreement is subject to the following contingencies:

(a) Lessee shall obtain all governmental licenses, permits and approvals required for its use of the Premises.

(b) Lessee shall perform a title search, survey, geotechnical and/or environmental study, which search, survey or study shall not reveal obstructions, encroachments or defects which Lessee determines would interfere with Lessee's intended use of property.

5. Rent. Commencing upon the earlier of (a) that date which is 30 days after the issuance of a building permit, or (b) first day of the month following the commencement of the physical preparation of the Premises, the rent will be paid in equal monthly installments o Dollars ($) (until increased as set forth herein), partial months to be prorated, in advance. Rent for each year of the Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by 15%.

6. Title and Quiet Possession. Lessor represents and agrees (a) that it is the Lessor of the Premises; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Lessee is entitled to access to the Premises at all times and to the quiet possession of the Premises throughout the Initial Term and each Renewal Term so long as Lessee is not in default beyond the expiration of any cure period; and (e) that Lessor shall not have unsupervised access to the Premises or to the equipment.

7. Assignment/Subletting.

(a) Lessee may assign, all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor subject to the assignee assuming all of Lessee's obligations herein and subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 1 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 1 above. Lessee may, without Lessor's consent, sublet or license all or any portion of the Premises to one or more entities.

(b) Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without Lessor's consent Lessee's interest in this Agreement to any financing entity, or agent on behalf of any financing entity (hereafter, collectively referred to as "Mortgagees") to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

(c) Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee, except that a cure period for any Mortgagee shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Agreement by Lessee pursuant to any laws (including any bankruptcy or insolvency laws) shall occur, or if Lessor shall terminate this Agreement for any reason, Lessor will give to the Mortgagees the right to enter upon the Premises during a thirty (30) day period commencing upon the Mortgagees' receipt of such notice for the purpose of removing Lessee's Facilities. Lessor acknowledges that any Mortgagees shall be third-party beneficiaries of this Agreement.

8. Improvements. Lessee may, at its expense, make such improvements on the Premises as it deems necessary from time to time for the operation of the facility. Lessor agrees to cooperate with Lessee with respect to obtaining any required zoning approvals for the Premises and such improvements. Upon termination or expiration of this Agreement, Lessee may remove its equipment and improvements and will restore the Premises to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss. Lessee will not be responsible for the removal of any utilities aboveground or underground, associated with the building or maintaining of the radio communications service system facility.

9. Compliance with Laws. Lessor represents that Lessor's property (including the Premises), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Lessee will substantially comply with all applicable laws relating to its possession and use of the Premises, including without limitation posting requirements of the Federal Communications Commission.

10. Interference. Lessee will resolve technical interference problems with other equipment located at the Premises on the Commencement Date or any equipment that becomes attached to the Premises at any future date when Lessee desires to add additional equipment to the Premises. Likewise, Lessor will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with Lessee's then existing equipment or (b) encroaches onto the Premises.

11. Utilities. Lessor represents that utilities adequate for Lessee's use of the Premises are available. Lessee will pay for all utilities used by it at the Premises. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by Lessor or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

12. Termination. Lessee may terminate this Agreement at any time by notice to Lessor without further liability if Lessee does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the facility, or if any such approval is canceled, expires or is withdrawn or terminated, or if Lessor fails to have proper Ownership of the Premises or authority to enter into this Agreement, or if Lessee, for any other reason, in its sole discretion, determines that it will be unable to use the Premises. Upon termination, all prepaid rent will be retained by Lessor unless such termination is due to Lessor's failure of proper Ownership or authority, or such termination is a result of Lessor's default.

13. Default. If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

14. Indemnity. Lessor and Lessee each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the Ownership, use and/or occupancy of the Premises by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

15. Hazardous Substances. Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Premises in violation of any applicable law.

16. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Premises. However, promptly after the Agreement is fully executed, Lessor will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to Lessee from the holder of any such mortgage or deed of trust.

17. Taxes. Lessee will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Premises. Lessee will pay to Lessor any increase in real property taxes attributable solely to any improvements to the Premises made by Lessee within 60 days after receipt of satisfactory documentation indicating calculation of Lessee's share of such real estate taxes and payment of the real estate taxes by Lessor. Lessor will pay when due all other real estate taxes and assessments attributable to the property of Lessor of which the Premises is a part. Lessor shall deliver a copy of any tax bill or notice of reassessment to Lessee within five (5) days of Lessor's receipt of the same. Lessee shall have the right, at its own expense, and, if necessary, in the name of but without expense to Lessor, to contest, by appropriate proceedings, conducted with due diligence and in good faith, the validity of the amount of taxes or reassessment, as applicable, to the Premises.

18. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery to the following addresses:

If to Lessor, to:

Charles L. Ankrom
2275 110th Ave.
Masonville, IA 50654

Tel: (319) 927-2303

If to Lessee, to:

Site Acquisition Consultants, L. P.,
657 First Bank Drive
Palatine, IL 60067
Attn: Property Management

19. Insurance. Lessee will procure and maintain commercial general liability insurance, with limits of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a

certificate of insurance to be furnished to Lessor within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Lessor. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

20. Maintenance. Lessee will be responsible for repairing and maintaining the facility and any other improvements installed by Lessee at the Premises in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Lessor, its agents or employees, Lessor shall reimburse Lessee for the reasonable costs incurred by Lessee to restore the damaged areas to the condition which existed immediately prior thereto. Lessor will maintain and repair all other portions of the property of which the Premises is a part in a proper operating and reasonably safe condition.

21. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Premises is located; (c) If requested by Lessee, Lessor agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

22. Non-Binding Until Fully Executed. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both Lessee, its successors or assigns, and the Lessor.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A and B.

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

LESSOR:

Charles L. Ankrom and Carol Ann Ankrom, husband and wife, as tenants in common

By: Charles L. Ankrom
Charles L. Ankrom
Title: Owner
Date: 1-24-01
Tax I.D.: [redacted]

By: Carol Ann Ankrom
Carol Ann Ankrom
Title: Owner
Date: 1-24-01
Tax I.D.: _____

LESSEE:

Site Acquisition Consultants, L. P., a Nevada Limited Partnership

By: Jonathan McKinley
~~Michael F. Looney~~ Jonathan McKinley
Title: General Partner
Date: 07-20-01
Tax I.D.: _____

Site I.D.#: SAC-3328-A

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated July 24, 2001, by and between **Charles L. Ankrom and Carol Ann Ankrom, husband and wife, as tenants in common,** as Lessor, and Site Acquisition Consultants, L. P., a Nevada Limited Partnership, as Lessee.

The Property is described and/or depicted as follows (metes and bounds description):

Property Address: **110th Avenue approximately .3 miles south of U. S. Highway 20**

State: **Iowa**

County: **Delaware**

City: **Masonville**

APN: **270 05 0001000**

Legal Description:

The Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Five (5); the South one-half (S½) of the Southwest Quarter (SW¼) of Section Five (5); the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Six (6), except that portion of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of said Section Six (6), described as commencing at the Northeast corner of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), thence West three hundred (300.0) feet along the line fence, thence South one hundred sixty (160.0) feet, thence East three hundred (300.0) feet to the East line of said Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), thence North along said East line one hundred sixty (160.0) feet to the point of beginning; all in Township Eighty Eight (88) North, Range Six (6) West of the Fifth P.M.*

ds and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine.

Lessor Initials CA CA

Site Acquisition Consultants, L. P. Initials JR

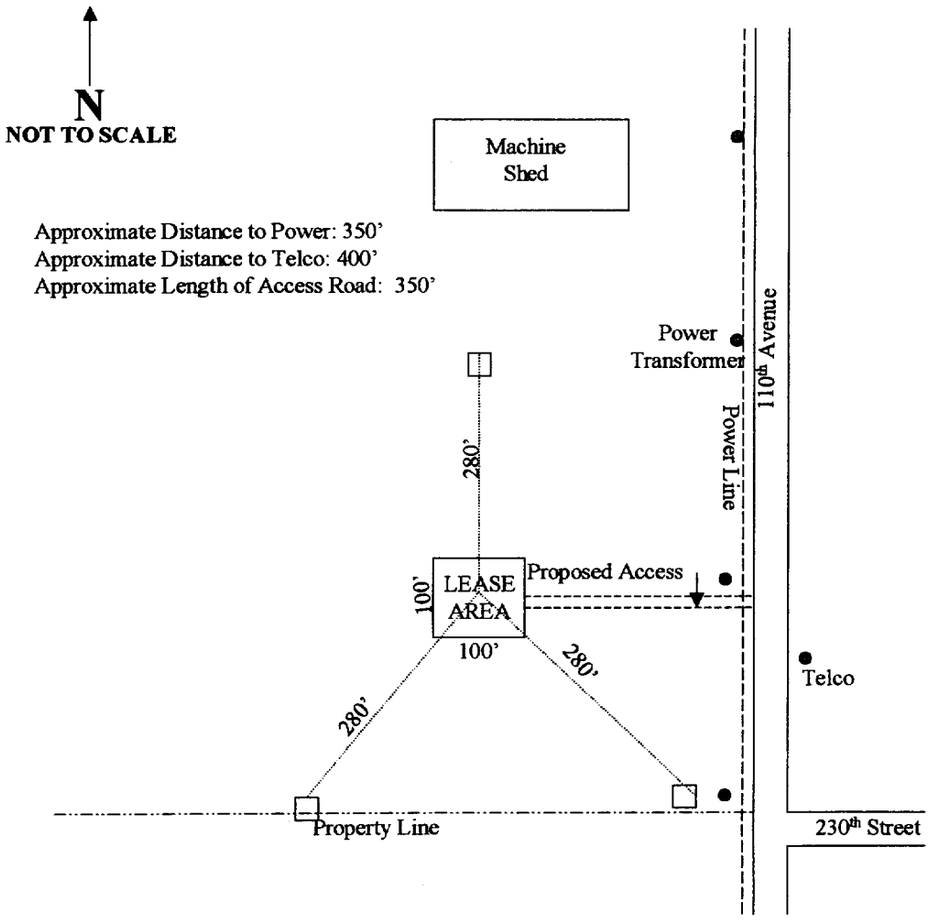
Site I.D.#: SAC-3328-A

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated Jan 24 July 20, 2001, by and between **Charles L. Ankrom and Carol Ann Ankrom, husband and wife, as tenants in common**, as Lessor, and Site Acquisition Consultants, L. P., a Nevada Limited Partnership, as Lessee.

The Premises are described and/or depicted as follows:



FINAL TOWER HEIGHT TO BE DETERMINED. TOWER WILL NOT EXCEED 350 FEET IN HEIGHT.

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

Lessor Initials CA CA

Site Acquisition Consultants, L. P. Initials JM

Site I.D.#: SAC-3328-A

LESSOR NOTARY BLOCK:

STATE OF Iowa

COUNTY OF Delaware

On the 24 day of January, 2001, personally appeared before me **Charles L. Ankrom** and **Carol Ann Ankrom**, the signor(s) of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

AFFIX NOTARY SEAL

My Commission Expires: 5/12/2003

Official Notary Signature
Notary Public – State of Iowa

LESSEE NOTARY BLOCK:

STATE OF ILLINOIS

COUNTY OF COOK

On the 20 day of July, 2001, personally appeared before me, ~~Michael F. Looney~~ Jonathan McKinley, the General Partner of Site Acquisition Consultants, L. P., a Nevada Limited Partnership, the signor(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

AFFIX NOTARY SEAL

My Commission Expires:

"OFFICIAL SEAL"
KATHRYN E. MAXWELL
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 10/19/04

Official Notary Signature
Notary Public – State of Illinois

FIRST AMENDMENT
SITE GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT (the "Amendment") is to the Site Ground Lease Agreement entered into on the 20 day of July, 2001 between Site Acquisition Consultants, L.P., a Nevada Limited Partnership ("Lessee") and Charles L. Ankrom and Carol Ann Ankrom, husband and wife, as tenants in common ("Lessor") and

WITNESSETH:

WHEREAS, Lessee and Lessor entered into that certain Site Ground Lease Agreement (hereinafter referred to as "Agreement"), dated July 3, 2001 July 20 2001 which is incorporated herein and made a part hereof by reference;

WHEREAS, Lessee and Lessor desire to amend certain provisions in the Lease Agreement;

NOW, THEREFORE, Lessee and Lessor agree that the Agreement is hereby amended as follows:

1. ~~**Right of First Refusal.** In the event Lessor shall receive a bona fide offer from a third party to lease or purchase, or if Lessor intends to communicate to a third party an offer to lease or sell, all or any portion of the Leased Premises, Lessor shall first communicate the terms of such offer to Lessee and offer to lease or sell such property to Lessee upon the same terms and conditions, including any financing terms. Lessee shall have thirty (30) days from receipt of said notice from Lessor to accept said offer in writing. If Lessee fails to exercise such right of first refusal within the stated time, Lessor may lease or sell the Leased Premises (or the applicable portion) subject to any and all terms and conditions of this Lease Agreement; provided, however, that if the terms of sale or lease change and if Lessee has not leased or sold and transferred title to such property within ninety (90) days of the date of Lessee's written notice to Lessee, any such lease or sale and transfer of title shall again be subject to Lessee's said right of first refusal. Lessee's right of first refusal shall continue in effect as to any proposed lease or sale subsequent to each such lease or sale upon which Lessee failed to exercise such option. The parties agree that this provision shall not apply to the lease or purchase of the Leased Premises by a descendant or sibling of Lessor.~~

2. **FCC Signage.** Lessor grants to Lessee the right to install and maintain during the term of this Agreement identifying signs or other types of signs required by any governmental authority on or along any access road to the

Premises, including, if necessary, signs visible from the nearest public street, at locations where an access road diverges, or if an obstruction obscures visibility of the Premises and Improvements. Lessee agrees to minimize the size of such signs as reasonably required for readability and compliance with regulations or directives of any governmental authority.

3. **Agreement Reaffirmed.** Lessor ratifies and affirms the Agreement, and confirms the revisions to the Agreement as provided in this Amendment. Except as amended herein, all terms, conditions, provisions, covenants and agreements contained in the Agreement are hereby ratified and confirmed in their entirety. The terms used herein and not otherwise defined in this Amendment shall have the same meaning as set forth in the Agreement.

4. **Memorandum of Agreement.** Lessor hereby agrees to execute, acknowledge and deliver to Lessee the Memorandum of Agreement in recordable form, as attached hereto and made a part hereof as Exhibit "A".

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day first above written.

LESSOR

Charles L. Ankrom
Carol Ann Ankrom

By: Charles L. Ankrom
Charles L. Ankrom
Title: Owner
Date: 7/3/01
Tax I.D.: [redacted]

By: Carol Ann Ankrom
Carol Ann Ankrom
Title: Owner
Date: 7-3-01
Tax I.D.: [redacted]

LESSEE

Site Acquisition Consultants, L.P.
a Nevada Limited Partnership

By: Jonathan McKinley
Jonathan McKinley
Title: General Partner
Date: 07.20.01
Tax I.D.:

LESSOR NOTARY BLOCK (INDIVIDUAL)

STATE OF Iowa

COUNTY OF Delaware

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Charles + Carol Ankrom, who acknowledged that s/he did sign the foregoing instrument and that the same is her/his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Manchester, Iowa this 3rd day of July, 2001.

Craig E Stearn
Notary Public

My commission expires:
5-12-2003

LESSEE NOTARY BLOCK:

STATE OF IL

COUNTY OF Cook

I, Kathryn Maxwell, Notary Public for said County and State, do hereby certify that Jonathan McKinley, personally known to me to be the General Partner of Site Acquisition Consultants, L.P., a Nevada Limited Partnership and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such General Partner, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Palatine, IL this 20 day of July, 2001.

"OFFICIAL SEAL"
KATHRYN E. MAXWELL
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 10/19/04

Notary Public

My commission expires:
10.19.04

EXHIBIT A
Memorandum of Agreement

See Attached.

Direct inquiries to: Site Acquisition Consultants, LP; Attn: John Drawer (847) 991-2100 ext. 234
Space above line reserved for recording

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to:
Site Acquisition Consultants, L. P.
655 First Bank Drive
Palatine, IL 60067
Attn: John Drawer

This Memorandum of Agreement is entered into on this 5 day of July, 2001, by **Charles L. Ankrom and Carol Ann Ankrom, husband and wife, as tenants in common,** (hereinafter referred to as "Lessor") and **Site Acquisition Consultants, L. P., a Nevada Limited Partnership**, with an office at 655 First Bank Drive, Palatine, Illinois 60067 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Premises Ground Lease Agreement ("Agreement") on the 5 day of July, 2001, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of the Agreement is for Five (5) years commencing not later than six (6) months from full execution of this Agreement or the start of construction, whichever first occurs ("Commencement Date"), and terminating on the fifth (5th) anniversary of the Commencement Date with Five (5) successive Five (5) year options to renew.

3. The Property which is the subject of the Agreement is described in Exhibit A of the Agreement. The portion of the Property being leased to Lessee (the "Premises") is described in Exhibit B of the Agreement.

4. Lessor grants to Lessee, if required by Lessee, easements across the Property for access to install, repair and maintain guy wires, guy anchors and guy enclosures ("Azimuth Easements"). Such Azimuth Easements shall encompass that area of the Property, the width and length of which shall be sufficient for the construction of Lessee Facilities, as more fully described in Exhibit B annexed hereto. Lessor acknowledges that the right of access to the Azimuth Easements shall include the right by Lessee to clear any underbrush or vegetation adjacent to the Azimuth Easements which may block access to the Azimuth Easements.

5. The Azimuth Easements granted herein shall run with the Property and be appurtenant to and for the benefit of the Premises and shall be coterminous with the Agreement. Lessor shall not use nor permit its employees, agents, successors, assigns, or future Lessees to use the Property in any manner which interferes with Lessee's use of the Azimuth Easements. The benefits and obligations of the Azimuth Easements shall be covenants running with the Property and shall inure to and be binding upon the successors, assigns and heirs of the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the 5 day of July, 2001.

Site I.D.#: SAC 3328-A

LESSOR:

Charles L. Ankrom and Carol Ann Ankrom, husband and wife, as tenants in common

By: Charles L. Ankrom
Name: **Charles L. Ankrom**
Title: Owner
Date 7/3/01

By: Carol Ann Ankrom
Name: **Carol Ann Ankrom**
Title: Owner
Date 7-3-01

LESSEE:

Site Acquisition Consultants, L. P., a Nevada Limited Partnership

By:
Name: Jonathan McKinley
Title: General Partner
Date: 07020-01

LESSOR NOTARY BLOCK:

STATE OF Iowa

COUNTY OF Delaware

On the 3 day of July, 2001, personally appeared before me **Charles L. Ankrom and Carol Ann Ankrom**, the signor(s) of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

AFFIX NOTARY SEAL

My Commission Expires: 5-12-2003

Craig E. Starr
Official Notary Signature
Notary Public – State of Iowa

LESSEE NOTARY BLOCK:

STATE OF IL

COUNTY OF Cook

On the 20 day of July, 2001, personally appeared before me, the ~~of~~ Jonathan McKinley, the signor(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

AFFIX NOTARY SEAL

My Commission Expires:

"OFFICIAL SEAL"
KATHRYN E. MAXWELL
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 10/19/04

Official Notary Signature
Notary Public – State of IL

Site I.D.#: SAC 3328-A

EXHIBIT B
Legal Description of Leased Premises

See attached.

GENERAL NOTES:

1) THE SITE IS OUTSIDE THE SPECIAL FLOOD HAZARD AREA PER FHB MAP COMMUNITY-PANEL NO. 190863-0003-A, WITH AN EFFECTIVE DATE OF 06/22/80.

2) LEFT BLANK INTENTIONNALLY.

3) THIS SURVEY IS FOR LEASE PURPOSES. IT SHOULD NOT BE USED FOR BOUNDARY RETRACEMENT OF THE SERVIENT TENEMENT OR ADJACENT PARCELS.

4) THIS SURVEY WAS PREPARED FOR USE ON THIS PROJECT IN ACCORDANCE WITH THE CLIENT'S SCOPE OF WORK REQUIREMENTS. ABACI CONSULTING ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THIS DRAWING (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID SCOPE OF WORK REQUIREMENTS.

5) REFERENCE ARCHITECTURAL SITE PLAN (USU. A-1 SHEET) FOR TOWER ORIENTATION DETAILS.

PROPRIETOR'S LEGAL DESCRIPTION (SERVIENT TENEMENT)

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5; AND THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 5; THE SOUTH-EAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, EXCEPT THAT PORTION OF THE THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE WEST 300.0 FEET, ALONG THE LINE FENCE; THENCE SOUTH 160.0 FEET; THENCE EAST 300.0 FEET, TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH ALONG SAID EAST LINE 160.00 FEET, TO THE POINT OF BEGINNING; ALL IN T88N, R6W OF THE 5TH P.M., DELAWARE COUNTY, IOWA.

LEGAL DESCRIPTION OF PROPOSED LEASE PARCEL

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 6, T88N, R6W OF THE 5TH P.M., DELAWARE COUNTY, IOWA; THENCE NORTH 00°00' 00" EAST, 156.69 FEET; THENCE NORTH 90°00' 00" WEST, 300.00 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 00°00' 00" WEST, 28.87 FEET, TO JUNCTION POINT "B"; THENCE CONTINUING SOUTH 00°00' 00" WEST, 21.13 FEET; THENCE NORTH 90°00' 00" WEST, 100.00 FEET; THENCE NORTH 00°00' 00" EAST, 21.13 FEET, TO JUNCTION POINT "C", THENCE CONTINUING NORTH 00°00' 00" EAST, 78.87 FEET; THENCE NORTH 90°00' 00" EAST, 50.00 FEET, TO JUNCTION POINT "D"; THENCE CONTINUING NORTH 90°00' 00" EAST, 50.00 FEET; THENCE SOUTH 00°00' 00" WEST, 50.00 FEET, TO THE POINT OF BEGINNING CONTAINING 10,000 SQUARE FEET (0.23 AC.) MORE OR LESS

LEGAL DESCRIPTION OF ACCESS & UTILITY EASEMENT

THE CENTERLINE OF A 30 FOOT WIDE EASEMENT FOR ACCESS AND UTILITY SERVICE TO THE PROPOSED LEASE AREA IS DESCRIBED AS:
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 6, T88N, R6W OF THE 5TH P.M., DELAWARE COUNTY, IOWA; THENCE NORTH 00°00' 00" EAST, 156.69 FEET; THENCE NORTH 90°00' 00" WEST, 50.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 90°00' 00" WEST, 215.00 FEET, TO JUNCTION POINT "A"; THENCE CONTINUING NORTH 90°00' 00" WEST, 35.00 FEET, TO THE TERMINUS, WHICH IS THE EAST LINE OF THE PROPOSED LEASE AREA.
AND
BEGINNING AT JUNCTION POINT "A"; THENCE NORTH 00°00' 00" EAST, 35.00 FEET

LEGAL DESCRIPTION OF GUY EASEMENTS

THE CENTERLINES OF THREE 30 FOOT WIDE EASEMENTS FOR GUY WIRE ANCHORS ARE DESCRIBED AS:
BEGINNING AT JUNCTION POINT "B"; THENCE SOUTH 60°00' 00" EAST, 187.26 FEET, TO THE TERMINUS
AND
BEGINNING AT JUNCTION POINT "C"; THENCE SOUTH 60°00' 00" WEST, 187.26 FEET, TO THE TERMINUS
AND
BEGINNING AT JUNCTION POINT "D"; THENCE NORTH 00°00' 00" WEST, 195.00 FEET, TO THE TERMINUS

Survey Performed By:
Abaci Consulting
200 South Main Street
Grimes, IA 50111 Ph. (515)986-5048 FAX. (515)986-0588

Date of Field Work: 02/21/01

I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MARK A. MCMURPHY, IOWA LIC. NO. 14674 DATE 7-2-01

MY LICENSE RENEWAL DATE IS DECEMBER 31,2002.

ADDITIONAL PAGES CERTIFIED (NONE UNLESS INDICATED HERE) _____

MARK A. McMURPHY 14674 IOWA PROFESSIONAL LAND SURVEYOR

SITE ACQUISITION CONSULTANTS
655 FIRST BANK DRIVE
PALATINE
ILLINOIS, 60067
PHONE: (847) 991-2100

PROJECT NO: 3328-A
DRAWN BY: JH & JL
CHECKED BY: MM

7.06.01	Surveyor's Notes
5.15.01	Legals
3.01.01	Preliminary #2
2.28.01	Preliminary #1

3328-A
GUYED TOWER
ANKROM
110th AVE.
APPROX. .3 MILES
SOUTH OF HWY 20
MASONVILLE, IA
50654

SHEET TITLE
LEASE SURVEY

SHEET NUMBER
L-1

ABACI DWG. NO.
X100147

ting
Ph.: (515)-986-5048
Fax: (515)-986-0588

MASONVILLE

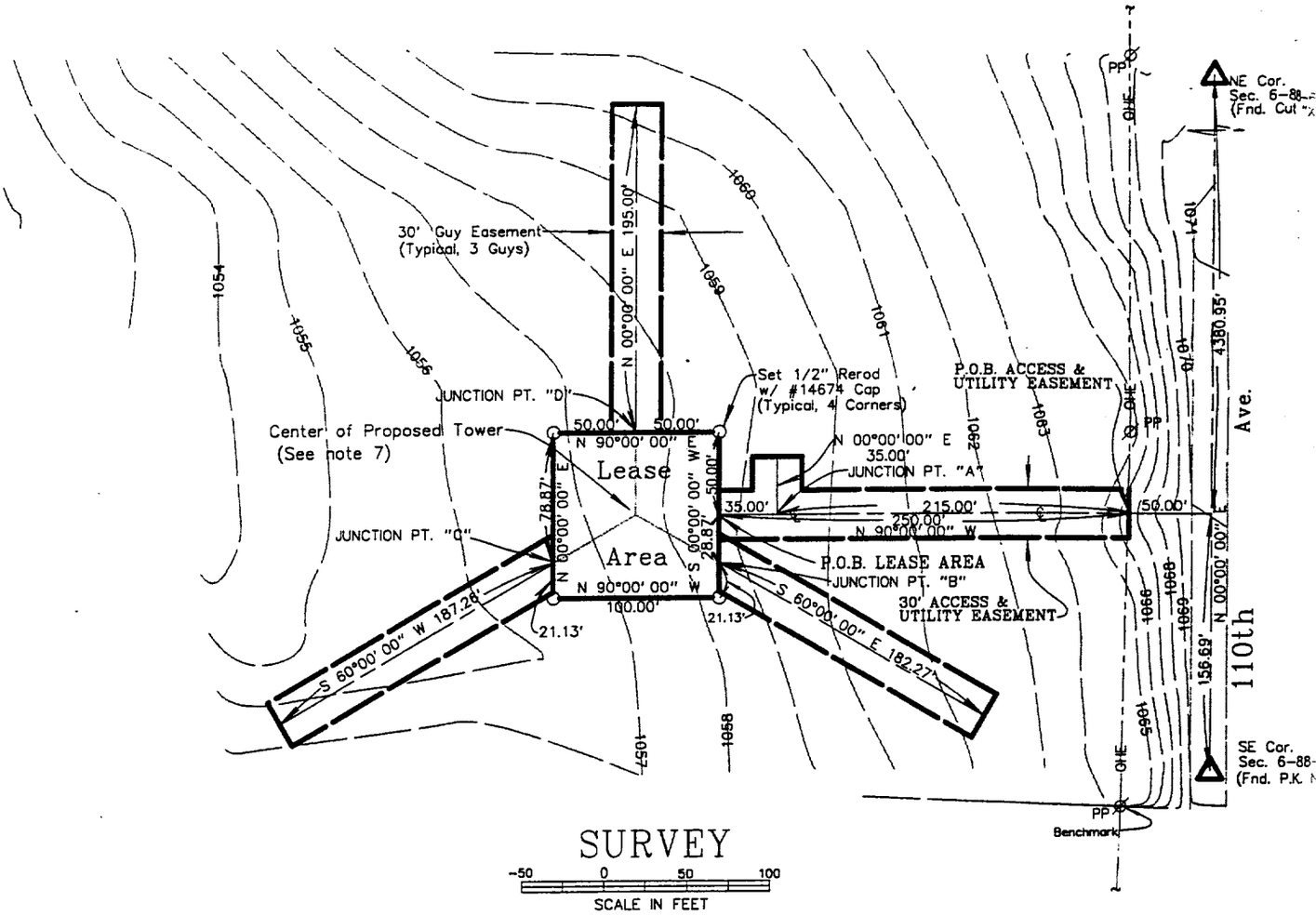
SITE SURVEY

SURVEYED FOR SAC

PROPRIETOR(S): Charles Ankrom
Carol Ankrom

GEOGRAPHIC COORDINATES OF PROPOSED TOWER
LATITUDE: N 42°27' 26.2" (NAD '83)
LONGITUDE: W 91°34' 49.74" (NAD '83)
ELEVATION: 1058 FEET (NAVD '88)

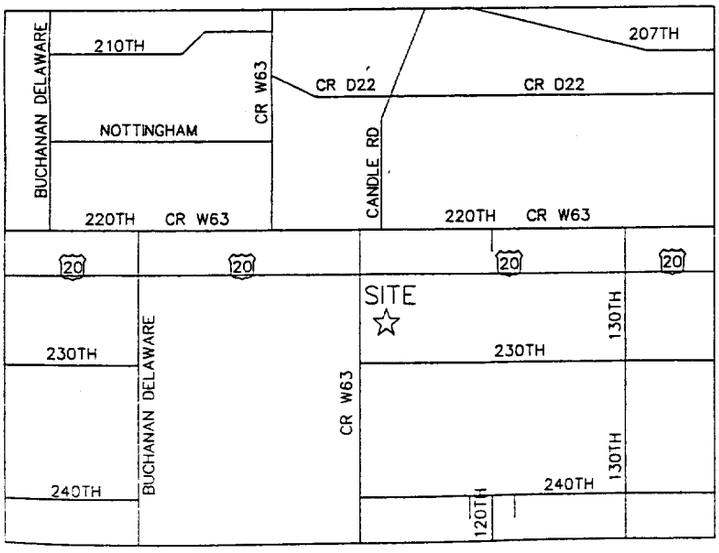
SITE BENCHMARK: SPIKE IN PP APROX.
350' SE of Tower
Elevation = 1065.29



SURVEY

-50 0 50 100

SCALE IN FEET



SURVEYOR'S NOTES:

1) THE RIGHT-OF-WAY EASEMENT TO CENTRAL IOWA POWER COOPERATIVE FIL
27, 1955 AT BOOK I, PAGE 265 DOES NOT EFFECT THE LEASEHOLD, GUY EA
ACCESS AND UTILITY EASEMENTS.
2) THE EASEMENT TO CENTRAL IOWA POWER COOPERATIVE FILED JANUARY 19
BOOK I, PAGE 309 DOES NOT EFFECT THE LEASEHOLD, GUY EASEMENTS OR A
AND UTILITY EASEMENTS.
3) THE EASEMENT FOR PUBLIC HIGHWAY TO DELAWARE COUNTY RECORDED
FEBRUARY 3, 1964 AT BOOK 83, PAGE 449 PROVIDES RIGHT-OF-WAY FOR 11
WHICH SERVES THE LEASEHOLD, GUY EASEMENTS, AND ACCESS AND UTILITY
EASEMENTS BUT DOES NOT ENCUMBER SAID LEASEHOLD AND EASEMENTS.

UTILITIES INFORMATION

UTILITIES SHOWN FOR REFERENCE ONLY.
IOWA LAW REQUIRES AT LEAST 48 HOU
ADVANCE NOTICE BEFORE EXCAVATION
BEGINS. NOTIFY IOWA ONE-CALL SERVIC
PHONE 1-800-292-8989

200 S. Main Street
Grimes, IA 50111

Abaci Consul