

ORDINANCE NO. 890

ORDINANCE AUTHORIZING GROUND LEASE AGREEMENT

WHEREAS, Illinois law, 65 ILCS 5/11-76-1 grants authorization for the City to lease real estate;

WHEREAS, the Board of Commisioners declares the real estate described in the lease attached hereto not to be necessary, required for the use of profitable to, or for the best interests of the City of Nokomis, and it is in the best interests of the City of Nokomis to lease the real estate to iPCS Wireless, Inc.

BE IT THEREFORE ORDAINED that the Mayor of the City of Nokomis is authorized to execute the Ground Lease Agreement with iPCS Wireless, Inc., upon the terms as described in the lease attached hereto concerning the real estate described therein.

Passed by a vote of 3/4 of the members of the Board of Commissioners and approved by the Mayor of the City of Nokomis, Illinois on this 24th day of September, 2001.



TONY HARD, Mayor

(CORPORATE SEAL)

Attest:



PAM BURDZILAUSKAS, City Clerk

STATE OF ILLINOIS)
) SS
MONTGOMERY COUNTY)


CERTIFICATION

I, PAMELA J. BURDZILAUSKAS, certify that I am the duly appointed and acting City Clerk of the City of Nokomis, Montgomery County, Illinois.

I further certify that on September 24, 2001 the City Council of such municipality passed and approved Ordinance No. 890 which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 890, including the Ordinance and a cover sheet thereof, was prepared and posted in the Municipal Complex commencing on September 25, 2001, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request to the City Clerk.

Dated at Nokomis, Illinois, this 25th day of September, 2001.


CITY CLERK

GROUND LEASE AGREEMENT

This Ground Lease Agreement ("Ground Lease") is by and between **iPCS Wireless, Inc., a Delaware corporation**, having a principal place of business at 1900 East Golf Road, Suite 900, Schaumburg, IL, 60173 ("Lessee"), and the **City of Nokomis, an Illinois Municipality**, having an address of 22 South Cedar Street, Nokomis, IL 62075 ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease and Premises.

(a) Lessor is the owner of and holder of marketable title to a parcel of land located in the City of Nokomis, County of Montgomery, State of Illinois known as the City Maintenance Yard, more particularly described in Exhibit A attached hereto ("Property"). Lessor hereby leases to Lessee and Lessee leases from Lessor approximately four thousand nine hundred (4,900) square feet of space, more fully described in Exhibit B attached hereto (the "Premises"), subject to and in accordance with the provisions of this Ground Lease. Lessor shall maintain the Property so as not to interfere with Lessee's use of the Premises and rights under this Ground Lease.

(b) Lessor hereby grants to Lessee, for use by Lessee, its employees, representatives, invitees, contractors, and Users (hereinafter defined), easement(s) appurtenant (the "Easement") to the Premises over, under, and across the portion of Property described on Exhibit B attached hereto for the non-exclusive use of Lessee, its successors and assigns and their respective employees, representatives, invitees, contractors, and Users for access to and from the Premises by cars, motorcycles, and trucks, and for the installation, use, maintenance, repair, removal, replacement, and enlargement from time to time of utility lines, phone lines, and similar features, and related equipment serving the Premises. The easements granted under this paragraph 1(b) shall expire and be of no further force or effect upon the expiration or earlier termination of this Ground Lease.

2. Use of Premises.

(a) Lessee shall have the right to install, construct, repair, replace, operate, and maintain a wireless communications transmission and reception facility on the Premises, including, without limitation, communications equipment poles or tower structures, shelter buildings, telephone, electric and radio cables and other transmission lines, fencing, and other related equipment and facilities (for use and occupancy by providers of wireless communications services ("Users")), collectively, referred to as the "Site Compound." Lessee has the right to remove all of the Site Compound, at its sole expense, on or before the expiration or earlier termination of the Ground Lease. Lessee agrees to repair any damage to the Premises caused by Lessee, and to restore the Premises to its condition as on the Commencement Date (as defined below), ordinary wear and tear and damage from the elements excepted. Lessee shall not be required to remove any foundation more than one (1) foot below grade level at any time.

(b) In connection with the Site Compound, Lessee and/or Users shall have the right, at their sole cost and expense, to obtain electrical and telephone service directly from the servicing utility company, including the right to install a separate transformer, meter and main breaker, where required. Lessee or Users shall be responsible for the utilities consumed at the Site Compound at the rate charged by the servicing utility company. Lessee and Lessor agree

that if an easement is required to obtain and maintain utility services, an easement will be granted by Lessor at an acceptable location agreed to by Lessor and the servicing utility company.

(c) Lessee shall have the right to use whatever measures it deems reasonably appropriate to install and secure the Site Compound on the Premises. Lessor agrees to cooperate with Lessee in making application for and obtaining, at Lessee's expense, any local, state, federal licenses, permits, and any other approvals (the "Approvals"), which may be required to allow Lessee use of the Premises. Lessee shall employ due diligence to obtain Approvals in a timely manner. If, however, Lessee is denied or is unable to obtain a required Approval, Lessee shall have the exclusive right to terminate this Ground Lease within its sole discretion, and no further liabilities under this Ground Lease shall remain in force or effect, including but not limited to the payment of Rent (as defined below). Lessee agrees to install a Chain Link Security Fence (as depicted in Exhibit "B") to encompass both the Water Tank and Leased Premises.

(d) Lessor agrees to provide twenty-four (24) hours, seven (7) days a week access to the Premises without charge to Lessee, or Lessee's employees, Users, contractors, subcontractors or agents, which access shall remain unimpeded throughout the Term and any Renewal Term of this Ground Lease.

(e) Lessor shall maintain any existing access roadway on the Property from the nearest public roadway to the Premises in a manner that is sufficient for pedestrian and vehicular access at all times. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, with the exception of any damage to roadway caused by Lessee or its agents or Users. Lessee shall maintain and repair, at its sole cost and expense, any access roadway it creates on the Property, with the exception of any damage to such roadway caused by Lessor or its agents.

3. **Site Testing.** Lessor acknowledges that Lessee, at its option, may, following full execution of this Ground Lease and prior to the Commencement Date (as defined below), enter the Property to perform engineering surveys, structural analysis reports, Phase I environmental assessments, or any other testing or reports which may be required in order for Lessee to occupy the Premises as described in this Ground Lease. Lessor agrees to provide to Lessee, upon request, such information as Lessor has in its possession or control regarding the Premises, including title materials, leases, survey plans, environmental assessments, or other reports and copies of permits and approvals. Any test results or reports that are unsatisfactory to Lessee for any reason will entitle Lessee, at its option, to terminate this Ground Lease, and no further liabilities under this Ground Lease shall remain in force or effect, including but not limited to the payment of Rent (as defined below).

4. **Interference and Competition.** After the execution of this Ground Lease, Lessor, its agents, lessees or licensees shall not install or permit the installation of any communication structure or broadcasting equipment, or other commercial communications equipment on the Property unless authorized in writing by Lessee.

5. **Term.** The initial term of this Ground Lease shall be for a period of five (5) years ("Term") commencing on the thirtieth day following the completion of construction of the Site Compound (the "Commencement Date"), and shall terminate on the fifth (5th) anniversary of the Commencement Date, unless sooner terminated in accordance with this Ground Lease. **Lessee shall have the right to renew the Ground Lease for ten (10) successive five (5) year periods (each a "Renewal Term"), upon the same terms and conditions in effect during the Term. This Ground Lease shall automatically renew for each successive Renewal Term**

unless Lessee provides written notice to Lessor of its intention not to renew at least thirty (30) days prior to the expiration of the Term or any Renewal Term.

6. **Rent.** Lessee agrees to pay to Lessor as annual rent the sum of Fifty-one hundred Dollars (\$5,100.00) ("Rent") payable in equal monthly installments on the first day of each calendar month during the Term and any Renewal Term, except that the first payment of Rent shall be made within ten (10) business days following the Commencement Date as defined in section 5 hereto. In the event the Commencement Date does not fall on the first day of a month, the first and last monthly payment of Rent shall be prorated accordingly. At the beginning of each Renewal Term, Rent shall increase Fifteen percent (15%) over the Rent for the previous Term or Renewal Term. Rent payments shall be payable to Lessor at the address set forth above or at such other address as Lessor shall notify Lessee in accordance with Section 15.

7. **Taxes.** If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Site Compound. Lessor shall pay all real property taxes, assessments and deferred taxes on the Property. If any increase to Lessor's real property taxes is the direct result of this lease or Lessee's improvements to the Premises, then Lessee will reimburse the Lessor its proportionate share of such tax increase provided that, as a condition of Lessee's obligation to pay such tax increases, Lessor shall provide to Lessee documentation from the taxing authority, reasonably acceptable to Lessee, indicating that the increase is due to Lessee's improvements or this lease.

8. **Insurance; Waiver of Subrogation.**

(a) Lessee, at its sole cost and expense shall provide and maintain, during the Term of this Ground Lease and any Renewal Terms, commercial general liability insurance with combined single limit coverage of Two Million Dollars (\$2,000,000). Lessee shall name Lessor as an additional insured on Lessee's insurance policy and provide Lessor, at its request, with an insurance certificate.

(b) Lessor and Lessee each hereby waive any rights it may have against the other (in the event the other party is insured and including, but not limited to, a direct action for damages) on account of any loss or damage occasioned to Lessor or Lessee, as the case may be **(EVEN IF (A) SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT, NEGLIGENCE, OR OTHER TORTIOUS CONDUCT, ACTS OR OMISSIONS [EXCLUDING GROSS NEGLIGENCE AND WILLFUL MISCONDUCT] OF THE RELEASED PARTY OR THE RELEASED PARTY'S DIRECTORS, EMPLOYEES, AGENTS OR INVITEES AND/OR (B) THE RELEASED PARTY IS STRICTLY LIABLE FOR SUCH LOSS OR DAMAGE)**, to their respective property, the Property or the Site Compound arising from any risk (without regard to the amount of coverage or the amount of deductible) covered by the waiving party's insurance which is in effect at the time of the loss or damage. Without in any way limiting the foregoing waivers and to the extent permitted by applicable law, the parties hereto waive any right of subrogation that Lessor or Lessee may have against the other party or their respective officers, directors, employees, agents, Users, or invitees. The Lessor and Lessee will use their good faith best efforts to obtain a waiver of subrogation rights from their respective insurance companies. In the event that a party's insurance company will not provide such a waiver, that party, when its current insurance policy with that company is terminated or renewed, shall use its good faith best efforts to obtain such a waiver in its next insurance policy. Within thirty (30) days of the Commencement Date, Lessor and Lessee each agree to give their respective insurer written notification of the terms of the mutual waivers contained in this section and to have said

insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

9. **Indemnification.**

(a) Lessor and Lessee each agree to indemnify and hold harmless the other party from and against any and all claims, damages, liabilities, obligations, costs and expenses, (including, without limitation, reasonable attorney fees), actions and causes of action (collectively "Claims") to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, Users, tenants and/or subtenants of the indemnifying party, and (b) a breach of any obligation of the indemnifying party under this Ground Lease.

(b) In addition to the indemnity and hold harmless agreements contained in the preceding paragraph:

(i) Lessor shall indemnify and hold harmless Lessee from and against any and all Claims arising out of or in any way related to environmental conditions (including, without limitation, those related to hazardous substances, hazardous wastes, toxic wastes and materials, hydrocarbons and protected wetlands) existing on the Property or the Premises, provided that as to the Premises, such environmental condition shall have arisen prior to the date hereof, or exist by reason of the actions of a party or parties other than Lessee, its agents, representatives, or contractors; and

(ii) Lessee shall indemnify and hold harmless Lessor from and against any and all Claims arising out of environmental conditions (including, without limitation, those related to hazardous substances, hazardous wastes, toxic wastes and materials, hydrocarbons and protected wetlands), existing on the Premises, provided that such conditions are caused by Lessee, its agents, representatives or contractors.

(c) Without in any way limiting the indemnity and hold harmless obligations under paragraphs (a) and (b) of this Section, to the extent any Claims are actually incurred by the indemnified party, the indemnifying party shall reimburse the indemnified party for the amount of such Claims.

(d) Notwithstanding the preceding paragraphs of this Section, the indemnification, hold harmless and reimbursement obligations shall not extend to (i) Claims arising out of the willful misconduct or gross negligence of the indemnified party or (ii) indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party.

10. **Right to Lease and Warranty of Title.** Lessor represents and warrants that: (a) Lessor has the sufficient right, title and interest in the Property to enter into this Ground Lease and to grant Lessee its rights hereunder; (b) Lessor has not entered into any agreement with any third party which would require such party's consent hereto or preclude or limit Lessor's performance of its obligations under this Ground Lease; (c) Lessor owns the Property in fee simple and has the right to grant access to and use of the Premises; (d) so long as Lessee complies with the terms and conditions of this Ground Lease, Lessor shall provide to Lessee quiet and peaceful enjoyment and exclusive possession of the Premises; and (e) Lessor warrants that neither

the Property nor the Premises are subject to a lien or financing arrangement not disclosed pursuant to Section 19 hereof. Lessor shall notify Lessee of any liens filed against the Premises subsequent to the execution of this Ground Lease. Lessor must obtain Lessee's prior written approval to entering into any mortgage/deed of trust agreement on the Property, subsequent to the execution of this Ground Lease.

11. **Assignment and Subletting.** Lessee shall have the absolute right to assign or transfer its rights under this Ground Lease to any party or to sublease any portion of the Premises to any party, including, without limitation, an affiliate of Lessee and Users, without the consent of Lessor. Furthermore, Lessee may assign, pledge, mortgage or otherwise encumber its interest in this Ground Lease to any third party (a "Financing Entity") as security for any loan or other financing relationship, without the consent of Lessor. A Financing Entity may enforce its rights under its leasehold mortgage or other financing documents ("Leasehold Mortgage") and acquire title to Lessee's interest in the Premises and Property under this Ground Lease in any lawful way, and pending foreclosure of such Leasehold Mortgage, take possession of the Premises. If a Financing Entity shall acquire title to Lessee's interest in this Ground Lease by whatever means, including without limitation by foreclosure or otherwise, then the Financing Entity may freely assign this Ground Lease with Lessor's consent which shall not be unreasonably withheld.

12. **Default.**

(a) No event of default (a "Default") shall be deemed to have occurred hereunder unless either party, after notice from the other party in accordance with Section 15: (i) fails to pay any monetary obligation when due and does not cure such failure within fifteen (15) days after such notice, or (ii) commits a material breach of its non-monetary obligations under this Ground Lease and fails within thirty (30) days after such notice thereof to cure or commence curing the breach and continuously and diligently pursue such cure to its completion in not more than sixty (60) days after such notice. Upon the occurrence of a Default as set forth in the preceding sentence, and subject to the provisions of Section 12(b), the non-defaulting party shall have the right to terminate this Ground Lease on ten (10) days written notice to the other party in accordance with Section 15, provided the Default is not cured within the applicable cure period. Lessor shall send each Financing Entity a copy of each notice of Default hereunder in accordance with Section 15 at the same time it gives such notice to Lessee hereunder. Lessee, upon Lessor's request, is to provide names and addresses of all financing entities on an ongoing basis.

(b) Notwithstanding anything in this Ground Lease to the contrary, if, pursuant to the provisions of this Ground Lease or as a matter of law, Lessor shall have the right to terminate this Ground Lease, then Lessor shall take no action to terminate the Ground Lease without first giving to the Financing Entity written notice of such right, a description of the Default in reasonable detail, and a reasonable time thereafter (i) to obtain possession of the Premises (including possession by a receiver) and, in the case of a Default susceptible of being cured by the Financing Entity, to cure such Default after obtaining possession.

13. **Collateral Assignment.** Lessor hereby (a) consents to the collateral assignment and granting, if any, of a security interest from time to time in favor of a Financing Entity (i) in personal property and the leasehold interest regarding the site Compound, (ii) in the personal property owned by Lessee and located at the Premises and Property, and (iii) all subleases by Lessee of all or any portion of the Premises and Property and the rents, issues and profits therefrom, if any; (b) agrees that any interest that Lessor may have in such personal property or subleases, as the case may be, whether granted pursuant to this Ground Lease or by statute, shall be subordinate to the interest of any such Financing Entity, and (c) agrees to recognize the

Financing Entity as Lessee under this Ground Lease (or to enter into a New Lease with such Financing Entity as set forth in Section 22) upon the written election of Financing Entity so long as any existing default has been cured as provided hereunder. Lessor hereby further agrees to permit the Financing Entity to remove from the Property or inspect any of the collateral in which the Financing Entity has been granted a security interest by Lessee in accordance with any security documents granted in favor of the Financing Entity, provided, however, such removal is in accordance with subparagraph 2(a) of this Lease.

14. **Estoppel Certificates.** Lessor shall from time to time, within ten (10) days after receipt of request by Lessee, deliver a written statement addressed to Lessee or any Financing Entity certifying:

(a) that this Ground Lease is unmodified and in full force and effect (or if modified that this Ground Lease as so modified is in full force and effect);

(b) that the lease attached to the certificate is a true and correct copy of this Ground Lease, and all amendments hereto;

(c) that to the knowledge of Lessor, Lessee has not previously assigned or hypothecated its rights or interests under this Ground Lease, except as described in such statement with as much specificity as Lessor is able to provide;

(d) the term of this Ground Lease and the Rent then in effect and any additional charges;

(e) the date through which Lessee has paid Rent;

(f) that Lessee is not in default under any provision of this Ground Lease (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Lessee and Lessor; and

(g) such other matters as are reasonably requested by Lessee.

Without in any way limiting Lessee's remedies which may arise out of Lessor's failure to timely provide an estoppel certificate as required herein, Lessor's failure to deliver such certificate within such time shall be conclusive (i) that this Ground Lease is in full force and effect, without modification except as may be represented by Lessee; (ii) that there are no uncured defaults in Lessee's or Lessor's performance hereunder; and (iii) that no Rent for the then current month, has been paid in advance by Lessee.

15. **Notices.** Unless otherwise provided herein, any notice or demand required to be given herein shall be given in writing by certified or registered mail, return receipt requested or reliable overnight courier to the address of Lessor as set forth above, and if to Lessee, to iPCS Wireless, Inc., 1900 East Golf Road, Suite 900, Schaumburg, IL, 60173; Attn: Anthony R. Muscato. Lessee and Lessor may designate a change of notice address by giving written notice to the other party. Copies of all notices sent hereunder shall also be given to any Financing Entities at the address set forth on Schedule 15 hereto, as such schedule is amended from time to time by Lessee as it enters into a Leasehold Mortgage.

16. **Destruction or Condemnation.**

(a) If the Premises are damaged or destroyed by casualty or condemned such that Lessee is unable to operate the Site Compound as contemplated in this Ground Lease, then within thirty (30) days after such occurrence, Lessee may elect to terminate this Ground Lease as of the date of the damage, destruction or condemnation. If Lessee chooses not to terminate this Ground Lease, the Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises so long as such reduced or abated use exists.

(b) Notwithstanding anything in this Ground Lease to the contrary, in the event of any casualty to or condemnation of the Communications Structures or Personal Property of the Lessee or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Financing Entity shall be entitled to receive all insurance proceeds and/or condemnation awards (up to the amount of the indebtedness secured by the Leasehold Mortgage) otherwise payable to Lessee or Lessor or both and apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the Premises.

17. **Amendment.** No amendment or modification to any provision of this Ground Lease shall be valid unless made in writing and agreed to and signed by the party to be bound and each Financing Entity.

18. **Memorandum of Ground Lease.** Lessor acknowledges, will execute, and gives Lessee the right to file a Memorandum of Ground Lease in the form attached hereto as Exhibit "C" in the county office where the Property is located.

19. **Non-Disturbance Agreements.** Lessor has disclosed to Lessee the identity of all persons or entities, if any, in whose favor Lessor has granted a mortgage or deed of trust on the Property as of the Effective Date of this Ground Lease. Should the Property be so encumbered by any mortgage or deed of trust, Lessor shall obtain from mortgagees or trustees existing on the Effective Date, and shall obtain from any permitted subsequent mortgagees or trustees as set forth in Section 10, a non-disturbance and attornment of Ground Lease in favor of Lessee, satisfactory to Lessee and any Financing Entity of Lessee.

20. **Liens and Security Interests.**

(a) Lessor agrees and acknowledges that for so long as this Ground Lease and any New Lease (defined below) shall be in effect, Lessee (or the holder of Lessee's interest in the Ground Lease or any New Lease) shall own any and all improvements, buildings, structures and equipment on or about the Premises, and Lessor waives any lien rights it may have concerning the Site Compound which are deemed personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee may enter into a financing arrangement including promissory notes, financial and security agreements, operating or financial lease agreements, for the financing of the Site Compound ("Collateral") with a third party (and it may enter into other such arrangements with other entities). Lessor consents to the installation of the Collateral. Lessor will subordinate their rights to enforce collection against the collateral to those rights of the lender.

21. **Termination.** This Lease may be terminated without further liability upon thirty (30) days prior written notice by Lessee if Lessee determines that the Premises are not appropriate for its operations for legal, economic or technological reasons, including, without

limitation, signal interference. Lessee has the absolute right to terminate this Ground Lease at any time, prior to the Commencement Date for any or no reason.

22. **New Lease.** In the event of a termination of this Ground Lease for any reason other than by expiration of the term, the Financing Entity shall have the right, in addition to any other rights set forth herein, to elect to demand a new lease of the Property and Premises (a "New Lease"), exercisable by notice in writing to the Lessor within sixty (60) days after the giving of notice by Lessor to such Financing Entity of such termination, for the balance of the term hereof effective as of the date of such termination, at the rent and upon all of the other terms, provisions, covenants and agreements set forth in this Ground Lease; provided that, concurrently with the delivery of such notice, the Financing Entity shall have performed and thereafter shall continue to perform all obligations of Lessee hereunder capable of being performed by such Financing Entity which would have accrued hereunder had this Ground Lease remained in force until the time of such delivery. The parties shall act promptly after such notice and performance to execute such New Lease. Any such New Lease shall be superior and not subordinate to any mortgage upon Lessor's fee interest in the Premises hereafter given; and any such New Lease may, at the option of Financing Entity, name as lessee a nominee of the Financing Entity. If as a result of any such termination the Lessor shall succeed to the interests of Lessee under any sublease of the Property, Premises or any portion thereof, Lessor shall execute and deliver an assignment of all such interests to the Lessee under the New Lease, simultaneously with the delivery of such New Lease.

23. **Miscellaneous.**

(a) This Ground Lease shall be governed by the laws of the state in which the Property is located.

(b) This Ground Lease constitutes the entire agreement and understanding between the parties, and shall be binding on and inure to the benefit of the successors, transferees in title, and permitted assignees of the respective parties.

(c) Consent or approval of Lessor, where required, shall not be unreasonably withheld, delayed or denied.

(d) If any provision of this Ground Lease is deemed invalid or nonenforceable, the remainder of this Ground Lease shall remain in force and to the fullest extent as permitted by law.

(e) The "Effective Date" of this Ground Lease shall be the date on which this Ground Lease has been fully executed by all of the parties hereto.

(f) Lessor's recourse against any Financing Entity shall be expressly limited to such Financing Entity's interest in this Ground Lease.

(g) Exhibits "A", "B" and "C" attached hereto, as well as addenda and riders identified below are made a material part of this Ground Lease.

Addenda: None

Riders: None

IN WITNESS WHEREOF, the parties have executed this Ground Lease as of the Effective Date.

LESSOR:

The City of Nokomis

By: *Tony Hard*
Name: ✓ TONY HARD
Title: ✓ MAYOR
Date: August 9-24-01

By: *Pamela J. Burdzilaukas*
Name: ✓ PAMELA J. BURDZILAUKAS
Title: ✓ CITY CLERK
Date: August 2001 SEPT. 24, 2001
Tax ID No.: 37-6001677

WITNESSES:

By: *Sherril L. Finn*
Name: ✓ SHERRI L. FINN
By: ✓ _____
Name: ✓ _____

LESSEE:

iPCS Wireless, Inc., a Delaware corporation

By: *Anthony R. Muscato*
Name: Anthony R. Muscato
Title: VP and CTO
Date: 9/4/01

WITNESSES:

By: *Amanda Forslund*
Name: Amanda Forslund
By: _____
Name: _____

SCHEDULE 15

Address for notice to Lessor:

City of Nokomis
22 South Cedar Street
Nokomis, IL 62075

Address for notice to Lessee:

iPCS Wireless, Inc.
1900 East Golf Road, Suite 900
Schaumburg, IL 60173

Attention: Anthony R. Muscato
Telephone: (847) 944 2900
Facsimile: (847) 517 1429

Addresses for notice to Financing Entities:

Toronto Dominion (Texas), Inc.
909 Fannin Street, Suite 1700
Houston, TX 77010
Attn: Jeff Lents
Fax: 713-951-9921

with a copy to:

Powell, Goldstein, Frazer & Murphy LLP
191 Peachtree Street, N.E., Suite 1600
Atlanta, GA 30303
Attn: Cindy A. Brazell, Esq.
Fax: 404-572-6999

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Forming a part of the Ground Lease by and between The City of Nokomis, a Municipality, as Lessor, and iPCS Wireless, Inc., a Delaware corporation, as Lessee.

The Property is described and/or depicted as follows:

Address: 420 E. Central Street
Nokomis, IL 62075

Parcel Id Number: 10 001 329 00

To be taken from:

All of the following described real estate, except the west one hundred and sixty (160) feet thereof: One hundred and fifty (150) feet off of the North end of Block seventy (70) and also a part of Block sixty nine (69), beginning at the Northeast corner of Block seventy (70), and running thence Northeast on a line with the North line of Block seventy (70), to a point where said line intersects the East line of Block Sixty nine (69); thence South along the line of said Block sixty nine (69) to a stone at the Northeast corner of the land heretofore sold to James Anderson by Henry A. Best and others; thence Southwest along the North line of said land sold to James Anderson to the East line of Block seventy; thence North one hundred and fifty (150) feet to the place of beginning; said land being situated in what is called and known to be P. C. Huggins and Trustees of J. R. Stanford's Addition and Out Lots to Nokomis, Illinois, situated in the City of Nokomis.

EXHIBIT "B"

DESCRIPTION OF PREMISES

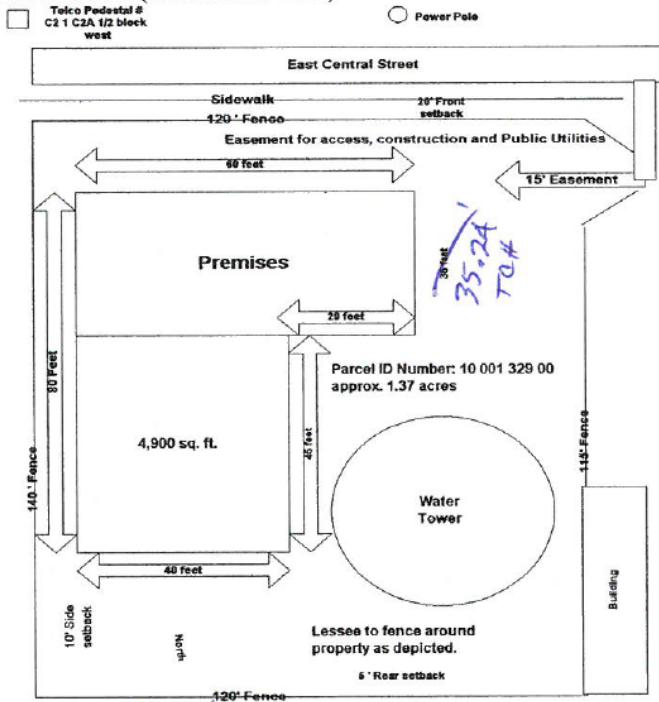
Forming a part of the Ground Lease by and between the City of Nokomis, a Municipality, as Lessor, and between iPCS Wireless, Inc., a Delaware corporation, as Lessee.

The Premises is described and/or depicted as follows:

Parcel Id Number: 10 001 329 00 To be taken from :

All of the following described real estate, except the west one hundred and sixty (160) feet thereof: One hundred and fifty (150) feet off of the North end of Block seventy (70) and also a part of Block sixty nine (69), beginning at the Northeast corner of Block seventy (70), and running thence Northeast on a line with the North line of Block seventy (70), to a point where said line intersects the East line of Block Sixty nine (69); thence South along the line of said Block sixty nine (69) to a stone at the Northeast corner of the land heretofore sold to James Anderson by Henry A. Best and others; thence Southwest along the North line of said land sold to James Anderson to the East line of Block seventy; thence North one hundred and fifty (150) feet to the place of beginning; said land being situated in what is called and known to be P. C. Huggins and Trustees of J. R. Stanford's Addition and Out Lots to Nokomis, Illinois, situated in the City of Nokomis,

Sketch of Premise (Not drawn to scale)



Lessor' Initials: TCH

Lessee's Initials: ARM

Notes:

- 1. This Exhibit ^{is} may be replaced by a land survey of the Premises ^{which TCH} once Lessee receives it.
2. Setback of the Premises from the Land'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.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

EXHIBIT "C"

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease is entered into by and between _____, a _____, with an address at _____, ("Lessor") and **iPCS Wireless, Inc., a Delaware corporation**, having a principal place of business at 1900 East Golf Road, Suite 900, Schaumburg, IL, 60173 ("Lessee").

1. Lessor and Lessee entered into a Ground Lease Agreement ("Ground Lease") for the purpose of constructing, installing, operating and maintaining a wireless communications facility and related improvements. All of the foregoing are set forth in the Ground Lease.

2. The term of the Ground Lease is for five (5) years, commencing thirty days from completion of construction, with _____ successive five (5) year options to renew.

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

IN WITNESS WHEREOF, the parties have executed this Memorandum of Ground Lease as of the dates written below.

LESSOR:

[INSERT NAME OF LESSOR AS IT APPEARS IN THE DEED, AND DELETE THIS REFERENCE]

WITNESSES:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
By: _____
Name: _____

LESSEE:

iPCS Wireless, Inc., a Delaware corporation

WITNESSES:

By: _____
Name: Anthony R. Muscato
Title: VP and CTO
Date: _____

By: _____
Name: _____
By: _____
Name: _____

LESSOR'S NOTARY

STATE OF ILLINOIS _____)
)SS:
COUNTY OF Montgomery)

On ~~August~~ Sept. 24 2001, before me, Sherril L. Finn a Notary Public,
TONY HARD AND PAMELA BURZIZIAUSKAS personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name is subscribed to the within instrument and acknowledged to me that he/they executed the same in his/their authorized capacity, and that by his/their signature on the instrument, the person (s), or the entity upon behalf of which the person acted, executed the instrument.

Sherril L. Finn
Notary Public, Montgomery County,



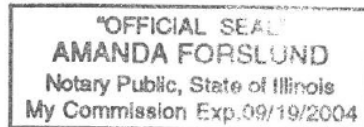
My Commission expires: April 4, 2005

LESSEE'S NOTARY

STATE OF ILLINOIS _____)
)SS:
COUNTY OF Rock Island)

On 9/4/01 before me, Amanda Forslund, a Notary Public,
Anthony R. Muscato personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Amanda Forslund
Notary Public in and for the State of Illinois



My Commission expires: _____

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease is entered into by and between **The City of Nokomis, an Illinois Municipality**, with an address at 22 South Cedar Street, Nokomis, IL 62075, ("Lessor") and **iPCS Wireless, Inc, a Delaware corporation**, with an office at 1900 East Golf Road, Suite 900, Schaumburg, IL, 60173 ("Lessee").

1 Lessor and Lessee entered into a Ground Lease Agreement ("Ground Lease") for the purpose of constructing, installing, operating and maintaining a wireless communications facility and related improvements. All of the foregoing are set forth in the Ground Lease.

2. The term of the Ground Lease is for five (5) years, commencing thirty days from completion of construction, with ten successive five (5) year options to renew.

3. The Property, which is the subject of the Ground Lease, is described in Exhibit "A" annexed hereto. The portion of the Property being leased to Lessee ("Premises") is described in Exhibit "B" annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Ground Lease as of the dates written below.

LESSOR:

The City of Nokomis

By: *Tony Hard*
Name: TONY HARD
Title: MAYOR
Date: August ~~Sept. 24, 01~~

By: *Pamela J. Burdzilaukas*
Name: Pamela J. Burdzilaukas
Title: City Clerk
Date: August ~~2001~~ Sept. 24, 2001

LESSEE:

iPCS Wireless, Inc.,
a Delaware corporation

By: *Anthony R. Muscato*
Name: Anthony R. Muscato
Title: VP and CTO
Date: 9/4/01

WITNESSES:

By: *Sherri L. Finn*
Name: SHERRI L. FINN
By: ✓
Name: ✓

WITNESSES:

By: *Amanda Forstlund*
Name: AMANDA FORSTLUND
By: ✓
Name: ✓

LESSOR'S NOTARY

STATE OF ILLINOIS)
)SS:
COUNTY OF MONTGOMERY)

On ~~August~~ Sept. 24 2001, before me, Sherril L. Finn a Notary Public, ^{✓ Tony, Linda and} AMITA Biedziluskas personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name is subscribed to the within instrument and acknowledged to me that he/they executed the same in his/their authorized capacity, and that by his/their signature on the instrument, the person (s), or the entity upon behalf of which the person acted, executed the instrument.

Sherril L. Finn
Notary Public, Montgomery County,

My Commission expires: April 4, 2005



LESSEE'S NOTARY

STATE OF ILLINOIS)
)SS:
COUNTY OF Rock Island)

On 9/4/01 before me, Amanda Forslund personally appeared, Anthony R. Muscato, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Amanda Forslund

Notary Public in and for the State of Illinois

My Commission expires: 9/19/04

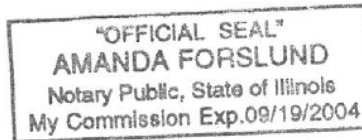


EXHIBIT "A"

DESCRIPTION OF PROPERTY

Forming a part of the Ground Lease by and between **The City of Nokomis, a Municipality**, as Lessor, and **iPCS Wireless, Inc., a Delaware corporation**, as Lessee.

The Property is described and/or depicted as follows:

Address: 420 E. Central Street
Nokomis, IL 62075

Parcel Id Number: 10 001 329 00

To be taken from:

All of the following described real estate, except the west one hundred and sixty (160) feet thereof: One hundred and fifty (150) feet off of the North end of Block seventy (70) and also a part of Block sixty nine (69), beginning at the Northeast corner of Block seventy (70), and running thence Northeast on a line with the North line of Block seventy (70), to a point where said line intersects the East line of Block Sixty nine (69); thence South along the line of said Block sixty nine (69) to a stone at the Northeast corner of the land heretofore sold to James Anderson by Henry A. Best and others; thence Southwest along the North line of said land sold to James Anderson to the East line of Block seventy; thence North one hundred and fifty (150) feet to the place of beginning; said land being situated in what is called and known to be P. C. Huggins and Trustees of J. R. Stanford's Addition and Out Lots to Nokomis, Illinois, situated in the City of Nokomis,

EXHIBIT "B"

DESCRIPTION OF PREMISES

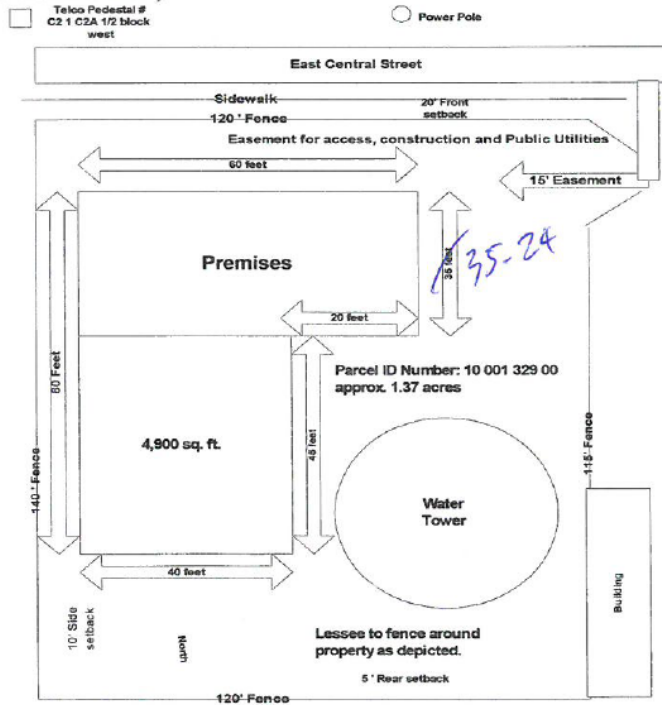
Forming a part of the Ground Lease by and between the City of Nokomis, a Municipality, as Lessor, and between iPCS Wireless, Inc., a Delaware corporation, as Lessee.

The Premises is described and/or depicted as follows:

Parcel Id Number: 10 001 329 00 To be taken from :

All of the following described real estate, except the west one hundred and sixty (160) feet thereof: One hundred and fifty (150) feet off of the North end of Block seventy (70) and also a part of Block sixty nine (69), beginning at the Northeast corner of Block seventy (70), and running thence Northeast on a line with the North line of Block sixty nine (69); thence South along the line of said Block sixty nine (69) to a stone at the Northeast corner of the land heretofore sold to James Anderson by Henry A. Best and others; thence Southwest along the North line of said land sold to James Anderson to the East line of Block seventy; thence North one hundred and fifty (150) feet to the place of beginning; said land being situated in what is called and known to be P. C. Huggins and Trustees of J. R. Stanford's Addition and Out Lots to Nokomis, Illinois, situated in the City of Nokomis,

Sketch of Premise (Not drawn to scale)



Notes:

- 1. This Exhibit ^{is} may be replaced by a land survey of the Premises ^{which} once Lessee receives ^{TCH} it.
2. Setback of the Premises from the Land'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.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.