

FIRST AMENDMENT TO SITE AGREEMENT

THIS FIRST AMENDMENT TO SITE AGREEMENT ("Amendment") is made effective as of the 1 day of MAY, 20 06 ("Effective Date"), by and between Sherman Hospital, an Illinois not-for-profit corporation, having a mailing address at 934 Center Street, Elgin, IL 60120 ("Owner") and SprintCom, Inc., a Kansas Corporation ("SprintCom").

BACKGROUND

Pursuant to a Site Agreement dated May 25, 2004 ("Agreement"), Owner leased to SprintCom a certain portion of real property located at 934 Center Street, City of Elgin, County of Kane, State of IL, as more particularly described in Exhibit A to the Agreement ("Site").

Owner and SprintCom desire to amend the Agreement as set forth herein. Words and phrases having a defined meaning in the Agreement have the same respective meanings when used herein unless otherwise expressly stated.

AGREEMENT

The parties agree as follows:

1. **Term.** Section 2 of the Agreement is amended by adding the following:

Notwithstanding anything set forth in Section 2 to the contrary, the current Term of this Agreement will expire on May 24, 2009. Commencing on May 25, 2009, the term of this Agreement ("New Initial Term") is 60 months. The Agreement will be renewed at SprintCom's option upon 60 days written notice for up to 5 additional terms (each a "Renewal Term") of 60 months each, unless SprintCom provides Owner with notice of its intention not to renew not less than 90 days prior to the expiration of the New Initial Term or any Renewal Term.

2. **Rent.** Section 3 of the Agreement is amended by adding the following:

Notwithstanding anything set forth in this Section 3 to the contrary, commencing on April 25, 2006, the Rent payable under this Agreement will be Nine Hundred and 00/100 Dollars (\$900.00) per month, partial months to be prorated, in advance, and shall continue during the term (until increased as set forth herein). Thereafter, Rent shall be fixed during the New Initial Term and all Renewal Term(s).

3. **Modification of SprintCom's Obligation to Pay - Rent Guarantee Period.**

Owner initials: HP

SprintCom initials: AD

Notwithstanding SprintCom's obligations to pay Rent set forth under this Agreement, for a 12-month period commencing on April 25, 2006 and ending April 24, 2007 ("Rent Guarantee Period"), SprintCom hereby agrees that SprintCom will be obligated to pay Rent due under the Agreement and such obligation will not be subject to early termination by SprintCom, unless such termination is due to Owner's failure to have proper ownership of the Site or authority to enter into this Agreement, or such termination is a result of Owner's default or SprintCom's other termination rights set forth in this Agreement, in which event SprintCom will have the authority to exercise its termination rights during the Rent Guarantee Period and the Rent Guarantee Period will no longer apply and no guaranteed Rent will be owed.

4. Termination. Section 11 of the Agreement is amended by deleting the entire provision and substituting the following provision in its place:

"Subject to section three (3) above, SprintCom may terminate this Agreement at any time and for any or no reason by prior written notice to Owner without further liability. Upon termination, Owner is entitled to retain Rent due under this Agreement until the termination effective date unless such termination is due to Owner's failure of proper ownership of the Site or authority to enter into this Agreement, or such termination is a result of Owner's default or SprintCom's other termination rights set forth in this Agreement, in which event no Rent will be due."


5. Notices. Section 6 of the Agreement is amended by deleting the entire provision and substituting the following provision in its place:

"All notices, requests, demands or other communications with respect to this Agreement, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered either five (5) business days after being mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested; or the next business day after being deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice):

Owner: Sherman Hospital, an Illinois not-for-profit corporation
934 Center Street
Elgin, IL 60120

SprintCom: SprintCom, Inc., a Kansas Corporation
Sprint Contracts & Performance
Site ID CH60XC028-C
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

with a copy to: Sprint Nextel Law Department
Attn: Real Estate Attorney
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020"

Owner initials: 

SprintCom initials: 

6. **Reaffirmation; Intention to be Bound.** Except as provided in this Amendment, each and every term, condition and agreement contained in the Agreement will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Agreement are true and accurate as of the Effective Date. The parties executing this Amendment, on behalf of themselves, their assigns and successors, acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement.

The parties have caused this Amendment to be executed as of the Effective Date.

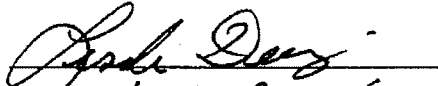
OWNER:

SPRINTCOM:

Sherman Hospital, an Illinois not-for-profit corporation

SprintCom, Inc., a Kansas Corporation

By:



Printed Name: Linda Deering

Title: Exec VP / COO

Date: 4-2-06

By:



Printed Name: Dan Butterworth

Title: Real Estate Mgr

Date: 5/16/2006

Owner initials:



SprintCom initials:



RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

SprintCom, Inc., a Kansas Corporation
Sprint Contracts & Performance
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

**ATTACHMENT 1
TO
FIRST AMENDMENT TO SITE AGREEMENT**

MEMORANDUM OF AMENDMENT TO SITE AGREEMENT

THIS MEMORANDUM OF AMENDMENT TO SITE AGREEMENT ("Amended Memorandum"), by and between Sherman Hospital, an Illinois not-for-profit corporation ("Owner") and SprintCom, Inc., a Kansas Corporation ("SprintCom"), evidences that the lease made and entered into by written Site Agreement between Owner and SprintCom, dated May 25, 2004 ("Agreement"), has been amended by written agreement between the parties (the "Amendment"). The parties caused to be recorded a Memorandum of Site Agreement with the Office of County Recorder, County of Kane, State of IL as document number 2004 K069068 on the 28th day of May, 2004.

The Amendment provides in part that Owner leases to SprintCom certain real property owned by Owner and located at 934 Center Street, City of Elgin, County of Kane, State of IL, together with non-exclusive utility and access easements (the "Site"). The Amendment grants SprintCom the option to extend the Agreement for five (5) additional sixty (60) month terms after the expiration of the new initial sixty (60) month term which commenced on May 25, 2009.

SIGNATURES ON FOLLOWING PAGE

Owner initials:



SprintCom initials:



IN WITNESS WHEREOF, the parties have executed this Amended Memorandum as of the day and year indicated below.

OWNER:

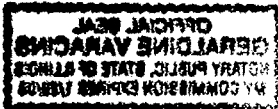
Sherman Hospital, an Illinois not-for-profit corporation

By: *Linda Deering*
Printed Name: Linda Deering
Title: Exec VP / COO
Date: 4-2-06

SPRINTCOM:

SprintCom, Inc., a Kansas Corporation

By: *Don Carter*
Printed Name: Don Carter
Title: Real Estate Mgr
Date: 5/16/2006



Owner initials: *LD*

SprintCom initials: *DC*

OWNER NOTARY BLOCK

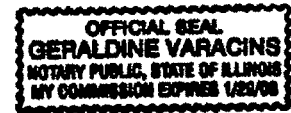
STATE OF Illinois)
) ss.
 COUNTY OF Kane)

The foregoing instrument was (choose one) ☐ attested or ☐ acknowledged before me this 5th day of April, 2006, by (choose one)

☐ as an individual,
☒ Berrie Varacins, as agent of Sherman Hospital, a Illinois corporation, on behalf of the corporation, or
☐ , partner or agent on behalf of _____, a _____ partnership.

In witness whereof I hereunto set my hand and official seal.

Geraldine Varacins
 NOTARY PUBLIC

**SPRINTCOM NOTARY BLOCK**

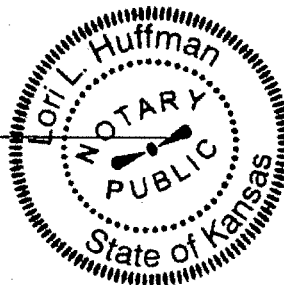
STATE OF KANSAS)
) ss.
 COUNTY OF JOHNSON)

Acknowledgment by Corporation
 Pursuant to Uniform Acknowledgment Act

The foregoing instrument was acknowledged before me this 16 day of May, 2006 by Dan Buttermilk, Real Estate Manager on behalf of SprintCom, Inc., a Kansas Corporation.

In witness whereof I hereunto set my hand and official seal.

Lori L. Huffman
 NOTARY PUBLIC
 My Commission Expires
 July 2, 2008



Owner initials: [Signature]

SprintCom initials: [Signature]



Exhibit A

TEMPORARY DELEGATION OF APPROVAL AUTHORITY

(For a period not to exceed 30 days)

I Kelly Gamble Site Developmental Director
Name Title

in accordance with Financial Policy 20.1, Fiscal Authorization, do hereby delegate my fiscal approval authority to:

Dan Butterworth Real Estate Manager
Name Title

For the following expenditure types and amounts:

<u>Expenditure Description</u>	<u>\$ Limit</u>
<u>Leases</u>	

This delegation of authority is effective beginning May 12, 2006 for a period not to exceed 30 days ending May 29, 2006 and is necessary due to Vacation
(Reason: e.g., absence, vacation, etc.).

Dan Butterworth 5/9/2006
Signature of person receiving temporary delegation (in ink) Date

Dan Butterworth
Print name of person receiving temporary delegation (in ink)

Kelly Gamble 5/9/06
Signature of person whose authority is being delegated (in ink) Date

Kelly Gamble
Print name of person whose authority is being delegated (in ink)

Instructions: A copy of this completed form should accompany all individual financial commitments or expenditure documentation approved under the above temporary delegation.