

## OPTION AND TOWER LEASE

THIS OPTION AND TOWER LEASE ("Lease") is by and between The Village of Orland Park, an Illinois home rule municipal corporation ("Landlord") and Eco-Site, Inc., a Delaware corporation ("Tenant") and is effective as of the latter signature hereto.

1. Right to Lease Premises. In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Landlord hereby grants to Tenant the option to lease (the "Option") a portion of the real property located at 15600 South Ravinia Avenue, Orland Park, Illinois, and described in the attached Exhibit A (the "Property"). The portion of the Property leased to Tenant shall be comprised of (i) a certain portion of the Property of approximately 2,500 square feet (50' by 50') (the "Tower Compound") for communications and related purposes and (ii) an appurtenant, non-exclusive leasehold easement (the "Access and Utility Easement") over certain portions of the Property to access the Tower Compound (the Tower Compound and the Access and Utility Easement being more particularly described on Exhibit B, and collectively referred to hereinafter as the "Premises").

### 2. Option to Lease.

(a) Provided the parties have entered into the Access and Sampling Agreement attached hereto as Exhibit C, and subject to the terms and conditions of such Agreement, during the Option Term (as defined in Section 2(b)), Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinance amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's reasonable discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's intended use, all at Tenant's expense. Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all Government

Approvals required for Tenant's use of the Premises. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. In connection with any tests or other investigations of the Property performed by Tenant during the Option Term, Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(b) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord a deposit in the amount of TWO THOUSAND AND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) (the "Deposit") within thirty (30) days of the Effective Date. The Option will be for a term of one (1) year commencing on the Effective Date (the "Option Term").

(c) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option during the Option Term then Landlord leases the Premises to Tenant subject to the terms and conditions of this Lease. The \$2,500 Deposit shall be applied as a credit against the amount of the first quarterly lease payment. If Tenant does not exercise the Option during the Option Term, this Option and Tower Lease will terminate, the parties will have no further liability to each other, and the \$2,500 Deposit shall be retained by Landlord.

(d) Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or the Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use except such restrictions as are necessary for the protection of the public safety. Any and all terms and conditions of this Lease that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

3. Term. During the Option Term, Tenant may commence the Initial Term by notifying Landlord in writing, the date of such notice being the "Commencement Date". Immediately upon Tenant providing Landlord the said written notice as aforesaid, without further act or deed, the Option Term will terminate, the Initial Term commences and Landlord leases the Premises to Tenant subject to the terms and conditions of this Lease. If Tenant does not provide Landlord with such written notice prior to the expiration of the Option Term, this Lease will terminate and the parties will have no further liability to each other except for the indemnity and restoration

obligations imposed by Tenant under Section 2(a) and under the Access and Sampling Agreement. The initial term of the Lease shall be five (5) years commencing on the Commencement Date and terminating at midnight on the last day of the initial term (the "Initial Term").

4. Permitted Use. The Premises may be used by Tenant only for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, a monopole tower having a height of no more than one hundred feet (100') and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities (collectively, the "Permitted Use").

5. Compensation.

(a) Compensation to the Village of Orland Park for the use of the Premises shall follow the rent schedule below. Compensation is determined based on each year following the Commencement Date (with the first lease year being from the Commencement Date through twelve months following the Commencement Date) and there is a two and one-half percent (2.5%) escalation over the prior lease year, beginning on the second lease year. Compensation payments shall be payable in advance beginning on the Commencement Date prorated for the remainder of the quarter in which the Commencement Date falls and thereafter Compensation will be payable quarterly in advance by the fifth day of the quarter start date (January 5, April 5, July 5 and October 5) to the Village of Orland Park at Landlord's address specified in Section 13 below. If this Lease is terminated at a time other than on the last day of a quarter, Compensation shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Compensation shall be immediately refunded to Tenant. Additionally, if Tenant exercises its option to lease the Premises, the Deposit shall be applied against the first payment of compensation due to Landlord.

**Fee Schedule:**

<u>Lease Year</u>	<u>Amount</u>
2017	\$4,200.00 per quarter
2018	\$4,305.00 per quarter
2019	\$4,413.00 per quarter
2020	\$4,523.00 per quarter
2021	\$4,636.00 per quarter
2.5% escalation each year thereafter	

(b) In addition to the base compensation described in Section 5(a), should the Tenant add additional carriers on the tower after the first carrier, there shall be revenue sharing paid by Tenant to Landlord in the amount of *12.5% of rent rate charged for that additional carrier* ("Additional Carrier Rent") per carrier per month (payable on the same day as the monthly rent payment). Additional Carrier Rent shall mean all the rents, sublease fees, license fees and other fees actually received by the Tenant pursuant to a particular sublease during the applicable month (each sublessee being a "Carrier"). Notwithstanding the foregoing, the following shall not be considered Additional Carrier Rent (a) construction management or supervision fees related to the installation of the Carrier's equipment, which fees shall be commercially reasonable and shall not exceed the fees customarily charged to Carriers by Tenant for similar services; (b) contributions of capital or other non-recurring payments by a Carrier to reimburse Tenant in whole or in part for which contributions and payments, for the purposes of the calculation of Additional Carrier Rent, shall not exceed the costs charged by Tenant for similar installations of Carrier equipment on other communications facilities; (c) any reimbursements or pass-throughs from or contributions by a Carrier to Tenant for utility charges, taxes and other pass-through expenses or in connection with work performed or equipment installed by Tenant for or on behalf of a Carrier, which reimbursements, for the purposes of the calculation of Additional Carrier Rent, shall not exceed such Carrier's proportionate share of such expenses. Tenant shall use good faith in connection with its calculation of Additional Carrier Rent using generally accepted accounting procedures. Tenant shall maintain an open book policy with Landlord and shall provide an accounting of all Additional Carrier Rents or license fees or rentals. Further, upon request but in no event more than one time per lease year, Tenant shall provide to Landlord copies of all subleases and/or licenses with Carriers, redacted to remove proprietary terms. Landlord shall have the right at the end of each calendar year, upon thirty (30) days' written notice to Tenant, to audit (the "Audit") any and all books and records maintained by Tenant with respect to this Lease and all Additional Carrier Rents or license fees or rentals. The Audit shall be performed by a certified public accountant appointed or designated by Landlord, who shall not be compensated on a contingent fee basis; shall occur during normal business hours at the principal office of Tenant; and shall be completed by Landlord within 90 days of the commencement of the Audit (which Audit shall be deemed to commence upon the expiration of Landlord's thirty (30) day notice of Landlord's intention to audit Tenant). The failure of Owner to timely request an Audit under the provisions of this Section 5(b) within ninety (90) days after the

conclusion of a calendar year shall be deemed conclusive acceptance and agreement by Landlord with Tenant's calculation of the Additional Carrier Rent for the immediately prior calendar year.

6. Renewal. Tenant shall have the right to extend this Lease for four (4) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Compensation for each year of a Renewal Term shall be at the rate as set in the schedule above (2.5% escalation over the previous calendar year).

7. Use of Tower by Landlord and Interference. Landlord may place emergency and public works communications facilities and equipment on the tower and Premises, consisting of three (3) antennas (AM-5G19-120) and a corresponding Rocket M5, at sixty (60) feet high on the tower, at Landlord's sole cost and expense, provided that Landlord shall not be obligated to pay any monthly rent for its use of the tower. If Landlord modifies any of the equipment on the tower it shall inform Tenant in advance in writing of the nature of such equipment modification. Absent an emergency, as determined by the Landlord's public works or public safety departments (or that of the Orland Fire Protection District), Landlord shall make attempts to reasonably cooperate with Tenant in connection with Landlord's access to its public safety equipment on the tower. Tenant shall not use, or allow the use of, the Premises in any way, which materially interferes with the use of the Premises by Landlord. Tenant's radio communication activities on the Premises shall not in any way interfere with Landlord's (or that of the Orland Fire Protection District) public services and public safety radio transmissions and communications. Similarly, except for necessary (in Landlord's sole discretion) repairs, maintenance and improvements to be performed by Landlord at Landlord' sole cost and at time pre-approved by Tenant, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference by either party shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. Landlord agrees to indemnify and hold Eco-Site harmless with respect to any damage to the equipment of Eco-Site or its customers caused in connection with Landlord's equipment located on the tower. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this

Lease immediately upon written notice. Any Landlord equipment temporarily moved by Tenant must be reinstalled by Tenant at Tenant's cost.

8. Improvements; Utilities; Access.

(a) Prior to the initial installation of the Communication Facility, Tenant will supply Landlord with plans and specifications ("Plans") to be reviewed and approved by Landlord prior to commencement of construction. Landlord's approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond twenty-one (21) days). After Landlord's (i) failure to respond in writing to Tenant's proposed Plans within twenty-one (21) days of their receipt; or (ii) failure to provide a written response within fourteen (14) days of receipt of Plans revised by Tenant after comment from Landlord in accordance with this Section, the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Agreement as Exhibit C. If Landlord disapproves the Plans then the Tenant will provide Landlord with revised Plans, such revisions to be within Tenant's reasonable discretion. In the event Landlord disapproves of the revised Plans, Tenant may either (i) make further revisions to the Plans and submit them to Landlord for review or (ii) terminate this Agreement without further liability by providing written notice to Landlord. Landlord will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to Tenant promptly upon request. Tenant maintains the right to perform routine maintenance, repairs, replacements and upgrades without Landlord approval (i) when no material changes are made to the exterior appearance of Tenant's Communication Facility or (ii) when any such maintenance, repair or replacement does not require additional Governmental Approvals.

(b) Subject to the Terms of this Agreement, Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines (collectively the "Communications Facility"). Tenant shall have the right to replace or enhance the Communications Facility at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Communications Facility shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Communications Facility at any time during and upon termination of this Lease. During the Term, Landlord further grants Tenant

(i) the right on the Property to clear trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which in either case may interfere with or fall upon the Communications Facility or the Premises; (ii) a non-exclusive easement in, over, across and through the Property owned by Landlord as reasonably required for the construction, installation, maintenance, and operation of the Communications Facility and the access thereto.

(c) Tenant, at its expense, may use any and all appropriate means of restricting access to the Communications Facility, including, without limitation, the construction of a fence, provided all Village of Orland Park Codes are complied with.

(d) Landlord acknowledges that Tenant is in the business of subleasing all or portions of the Tower Compound and the Communications Facility to its tenants, licensees or customers pursuant to separately negotiated subleases or licenses entered into between Tenant and such tenant, licensee or customer. Tenant may enter into any sublease or license without the consent of Landlord, provided that, notwithstanding the terms of that certain sublease or license, Tenant shall remain liable for all of the terms and conditions of this Lease and Tenant shall fulfill each covenant contained herein. Tenant shall remain liable for and hereby indemnifies and shall protect and defend Landlord from and against all costs, damages or liability (including reasonable attorneys' fees) resulting from any act or omission of such subtenant or licensee to the extent such act or omission is permitted Tenant but is contrary to or inconsistent with the terms of this Lease.

(e) Any contractors performing work for Tenant on the Premises shall be licensed and bonded and shall apply for and obtain all required building permits.

(f) Tenant shall, at Tenant's expense, keep and maintain the Communications Facility now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. All portions of the Communications Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, and provided





(i) Screening Requirement. Ground equipment cabinet enclosures shall be screened using a 100% solid opaque fence of either masonry or non-white vinyl fence. The ground equipment enclosure shall be further screened by native landscaping that is low cost, low-maintenance. The Tenant shall be responsible for landscaping maintenance;

(ii) Tree Mitigation Bank. Where screening by native landscaping cannot be accommodated, the Tenant shall pay TWO THOUSAND FIVE HUNDRED AND NO/100 (\$2,500.00) DOLLARS to the Landlord's Tree Mitigation Bank in lieu of the required landscaping. The funds shall be used by the Landlord to plant or maintain trees in Landlord's parkways, parks, open lands, and other public lands and facilities in the same impact fee districts established by the Landlord as the Premises;

(iii) Ground Equipment Shelter. Special use permits which may be issued by the Landlord for ground equipment shelters or buildings shall be complied with by Tenant, including any requirements relating to ground equipment.

(iv) Multi-Tenancy. The Communications Facility must be available for use by multiple tenants or co-locations, and shall contain room for other carriers or providers to co-locate on the tower located within the Tower Compound. If more co-locations can fit, Tenant must build the ground equipment enclosure or shelter to accommodate at least one future additional tenant;

(v) Maintenance Fee and Site Access. The Tenant must pay one-time site maintenance or impact fee of TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS for impacts to utilities, roads, towers, screening and other infrastructure and services on public property. Site access to equipment shelters or ground equipment enclosure shall be available to Landlord 24 hours a day, 7 days a week. No new road access to the Premise shall be allowed. Any new paths or sidewalks for Premises access shall be subject to the Landlord's Department having jurisdiction (Building Maintenance or Public Works);

(vi) Cable Installation. The installation by Tenant of underground coaxial and other cables must be at least five feet (5') from water mains, sanitary sewers or storm sewer lines onsite;

(vii) Structure Locations. The construction by Tenant of buildings/shelters or cabinet equipment cannot be sited in areas needed for overflow management (water tower “overflow fields” and overflow valves) or site maintenance; and

(ix) Maintenance by Landlord. Tenant understands and agrees that Landlord shall be permitted to perform routine maintenance on the Property during the Term of this Lease. If maintenance is likely to cause interruption to the operation of Tenant’s equipment, Landlord will give Tenant thirty (30) days prior written notice of the planned maintenance, and Tenant shall make necessary adjustments. Landlord agrees that, to the extent feasible, if there is any interruption to the operation of Tenant’s equipment, Tenant and its customers shall have the right to utilize a mobile facility that does not interfere with the maintenance process and complies with all Village ordinances.

9. Termination. Except as otherwise provided herein, this Lease may be terminated, (except that Tenant shall remain liable to Landlord for Tenant's obligations under Sections 5, 9, 10, 11, 12 and 18) as follows:

(a) upon ten (10) business days written notice by Landlord if Tenant fails to cure a default for payment of undisputed amounts due under this Lease within that ten (10) business day period;

(b) upon thirty (30) days written notice by either party if the other party commits a non-monetary default and fails to cure or commence curing such default within that thirty (30)-day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30)-day period;

(c) immediately if Tenant notifies Landlord of unacceptable results of any title report prior to Tenant's installation of the Communications Facility on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or Governmental Approval necessary to the installation and/or operation of the Communications Facility or Tenant's business;

(d) upon ninety (90) days written notice to Landlord if at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission or other governmental agency changes, amends or modifies its regulations and requirements, issues new regulations or requirements, or otherwise takes any action, the result of which reasonably inhibits Tenant’s use of the Premises or any portion of the Communications Facility for the

Permitted Use, or if technological changes render the Permitted Use of the Premises obsolete or impractical.

(e) upon ninety (90) days written notice by Tenant if the Property, Tower or the Communications Facility are or become unacceptable under Tenant's design or engineering specifications for its Communications Facility or the communications system to which the Communications Facility belong. Should Tenant terminate this Lease pursuant to the provisions of this subparagraph 8(d), Tenant shall pay Landlord a termination penalty equal to two (2) months of the then current Compensation rate;

(f) immediately upon written notice by Tenant if the Premises or the Communications Facility are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Communications Facility. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then there shall be no abatement of Rent while the Premises and/or Communications Facility are restored to the condition existing immediately prior to such damage or destruction, unless the Tower is damaged or destroyed through no fault of the Tenant in which case Rent will abate while the Tower is restored. The decision whether or not to restore the Premises, or any part thereof, shall be solely that of Landlord in its discretion.

10. Taxes. Tenant shall pay any and all personal property taxes assessed on, or any portion of such taxes directly attributable to, the Communications Facility, and likewise Tenant shall pay any and all imposition of or increases in real property taxes or other fees and assessments directly attributable to the Tenant's use of the Premises. In the event that Tenant fails to pay any such personal or real property taxes or other fees and assessments, Landlord shall have the right, but not the obligation, to pay such owed amounts and add such owed amounts paid by the Landlord to the Rent amounts due under this Lease. Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payment required of it under this Lease required to assure that Tenant is not disturbed in its possession of the Tower Compound, such as, if applicable, the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days' prior written notice to Landlord, make such payment or perform such obligation on behalf of

Landlord. Landlord shall pay or reimburse Tenant for the full amount of any costs or expenses so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) with interest at the statutory rate thereon, or at Tenant's election, may be offset against the Rent.

11. Insurance and Subrogation.

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of not less than Two Million and no/100 Dollars (\$2,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Such policy or policies of insurance shall be with a company or companies acceptable to the Landlord and shall provide primary coverage in the event of any claim or loss. Copies of all such endorsements and policies shall be provided to Landlord for examination and approval.

(b) Landlord shall carry, at no cost to Tenant, general liability insurance and property casualty insurance appropriate for Landlord's improvements on the Property and in such amounts to cause the replacement / restoration of the Property (excluding Tenant's improvements and personal property) in the event of casualty.

(c) To the extent permitted by the insurance carriers affected, Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

12. Hold Harmless. Tenant agrees to indemnify and hold Landlord, its officers, employees and agents, harmless from claims (including attorneys' fees) arising from Tenant's (including its agents, employees, contractors, licensees or other lessees) installation, use, maintenance, repair or removal of the Communications Facility, or any activities on or around the Property by Tenant, its agents, employees, contractors, licensees or other lessees.

13. Notices. All notices, requests; demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

Copy to Tenant:

Eco-Site, Inc.  
Attn: Asset Management  
Eco-Site Site Number: IL-0130  
240 Leigh Farm Road  
Suite 415  
Durham, NC 27707

with a copy to:

Eco-Site, Inc.  
Attn: General Counsel  
240 Leigh Farm Road  
Suite 415  
Durham, NC 27707

Copy to Landlord:

Denise Domalewski  
Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
email: ddomalewski@orlandpark.org

With a copy to Village Attorney:

E. Kenneth Friker, Esq.  
Klein, Thorpe & Jenkins, Ltd.  
15010 S. Ravinia Avenue, Suite 10  
Orland Park, Illinois 60462

or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

14. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property and the Tower free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet

enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer its interest in this Lease, without the prior consent of Landlord, to any person or business entity which is authorized pursuant to and FCC licensed to, operate a wireless communications business, is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or purchases more than fifty (50) percent of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

16. Successors and Assigns. This Lease and the Easement granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and authorized assigns.

17. Subordination and Tenant's Lender.

(a) This Lease is subordinate to all deeds of trust, mortgages and ground leases now or hereafter encumbering the Premises or Landlord's interest therein (collectively, "Encumbrances" and each, an "Encumbrance") provided Landlord, its lenders and other tenants (i) are bound by the terms of the Lease; (ii) agree not to disturb or disrespect Tenant's use or possession of the Premises or Tenant's other rights granted under this Lease in the event of a foreclosure of such Encumbrance so long as Tenant is not in default hereunder beyond any applicable cure period; and (iii) agree not to join Tenant as party defendant in any such foreclosure proceeding taken by it unless otherwise required by applicable law. With regard to any Encumbrance, Landlord covenants and agrees that, upon the request of Tenant, it shall use its best efforts to cause the beneficial holder of such Encumbrance to execute a customary subordination, non-disturbance and attornment agreement with regard to this Lease. In addition, each of Landlord and Tenant will, within ten (10) days after the request of the other party, execute and deliver to the other party, an estoppel letter as to such factual matters relating to the Lease as are reasonably requested by such other party, its lender or prospective successor-in-interest.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in the Lease and all of Tenant's personal property and fixtures attached to the

Premises, and furthermore consents to the exercise by Tenant's lender ("Tenant's Lender") of its rights of foreclosure with respect to its lien and security interest in Tenant's interest therein. Landlord agrees to recognize Tenant's Lender as the tenant under this Lease upon any such exercise by Tenant's Lender of its rights of foreclosure. Landlord hereby (i) agrees that any lien or security interest in favor of Landlord which arises by law or pursuant to the Lease is subordinate to the lien and security interest of Tenant's Lender in the collateral securing all indebtedness at any time owed by Tenant to Tenant's Lender (the "Collateral"), and (ii) furthermore agrees that upon an event of default under the loan documents between Tenant and Tenant's Lender or the Lease, Tenant's Lender shall be fully entitled to exercise its rights against the Collateral prior to the exercise by Landlord of any rights which it may have therein, including entry upon the Premises and removal of the Collateral free and clear of Landlord's lien and security interest.

(c) To the extent that Tenant or Tenant's Lender has given notice to Landlord of Tenant's Lender's security interest in the Lease and other Collateral and an address to which Landlord is to provide notices to Tenant's Lender, (i) Landlord agrees to give Tenant's Lender written notice of any breach, failure or default of the terms of the Lease within 15 days after the occurrence thereof, at such address as is specified to Landlord by Tenant's Lender; (ii) Landlord agrees that no default under the Lease is deemed to have occurred unless notice of such breach, failure or default is also given to Tenant's Lender and any applicable cure period has passed; and (iii) in the event of any such breach, failure or default under the terms of the Lease, Tenant's Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional 90 days after any applicable cure period to cure or correct any such breach, failure or default (whether the same shall consist of the failure to pay rent or the failure to perform), and Landlord agrees to accept such payment or performance on the part of Tenant's Lender as though the same had been made or performed by Tenant. Landlord agrees that it shall not exercise its right to terminate the Lease or any of its other rights under the Lease upon breach or default of the terms of the Lease without so affording Tenant's Lender the foregoing notice and period to cure any default or breach under the Lease.

(d) The provisions of this Section 17 are for the benefit of Tenant's Lender and may be relied upon and shall be enforceable by Tenant's Lender as if Tenant's Lender were a party to this Lease. Notwithstanding the foregoing, Landlord acknowledges that nothing contained

herein is deemed or to be construed to obligate Tenant's Lender to take any action hereunder or to perform or discharge any obligation, duty or liability of Tenant under this Lease

18. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements, with respect to the subject matter and property covered by this Lease.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit D) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party. Tenant, at its sole expense, may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the State of Illinois, and in the event of any litigation between the parties hereto, venue shall lie in the Circuit Court of Cook County, Illinois.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, to the extent that the purpose of this Lease is not frustrated, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the



Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker. Landlord represents it is not represented by a broker or other leasing agent with respect to this transaction.

(k) Tenant agrees that Tenant is and shall remain subject to all applicable provisions of state and federal laws and local ordinances now in force or enacted during the term of this Agreement and all Renewal Terms.

(l) Should Tenant remain in possession after the expiration or other termination of the Lease, such occupancy shall be subject to all the terms, covenants and conditions of this Lease, expressly including the right of termination, but the Rent amount shall be increased by 200%, based on the Rent to be paid by Tenant for the month immediately preceding the Lease expiration or termination.

The effective date of this Lease is the date of execution by the last party to sign ("Effective Date").

**LANDLORD:**

Village of Orland Park

**TENANT:**

Eco-Site, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Taxpayer I.D.: \_\_\_\_\_

Taxpayer I.D. \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Eco-Site Name: Village of Orland Park  
Eco-Site Number: IL-0130

**Exhibit A**  
**The Property**

Eco-Site Name: Village of Orland Park  
Eco-Site Number: IL-0130

**Exhibit B**  
**The Premises**

Eco-Site Name: Village of Orland Park  
Eco-Site Number: IL-0130

**Exhibit C**

**Approved Plans**

[to be attached when approved]

**Exhibit D**  
**Form of Memorandum of Lease**

**[TO BE CONFORMED TO PROVISIONS OF LEASE WHEN FULLY NEGOTIATED]  
[FORM ONLY – DO NOT EXECUTE]**

Prepared by and return to:  
Eco-Site, Inc.  
240 Leigh Farm Road  
Suite 415  
Durham, NC 27707

Eco-Site Site Name: \_\_\_\_\_  
Eco-Site Site Number: IL-0130

**MEMORANDUM OF LEASE**

This Memorandum of Lease evidences a Lease ("**Lease**") dated as of \_\_\_\_\_ between The Village of Orland Park, an Illinois home rule municipal corporation ("**Landlord**"), whose address is Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 and **Eco-Site, Inc.**, a Delaware corporation, whose mailing address is 240 Leigh Farm Rd, Suite 415, Durham, North Carolina 27707 ("**Tenant**"), with regard to that certain real property (the "**Premises**") as described on Exhibit 1 attached hereto, which Premises are located upon a tract of real property owned by Landlord and more particularly described on Exhibit 2 attached hereto (the "**Property**"). The leasehold of the Premises commences on the date Tenant begins visible construction at the Premises (the "**Commencement Date**"), which Commencement Date is to be confirmed in writing from Tenant to Landlord, but shall occur no later than two (2) years after the date of the Lease.

Landlord ratifies, restates and confirms the Lease and hereby leases to Tenant (i) that certain portion of the Property (the "**Tower Compound**") for communications and related purposes as more particularly described in the Lease and (ii) an appurtenant, non-exclusive leasehold easement (the "**Access and Utility Easement**") over certain portions of the Property to access the Tower Compound (the Tower Compound and the Access and Utility Easement being more particularly described on Exhibit 1.

The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years, commencing on the Commencement Date, with four (4) renewal options of an additional five (5) years each, for a maximum term (including renewal terms) of twenty-five (25) years. The Lease further provides for the following:

1. The Lease restricts Landlord's ability to utilize or allow the utilization of its adjacent property for the construction, operation and/or maintenance of communications towers and related facilities.

2. The Access and Utility Easement is a non-exclusive grant of an easement from Landlord to Tenant between a public right of way abutting the Property, for the purpose of ingress and egress for the benefit of, and access to, the Tower Compound, as well as for the construction, installation, operation and maintenance of overhead and underground electric, gas and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change, remove and replace such facilities.

3. The Tower Compound may be used by Tenant for all legal purposes, including erecting, installing, operating and maintaining radio and communications towers, buildings, and related equipment, and accessing the same from a public right-of-way.

4. Tenant is entitled, without consent from Landlord, to sublease and/or sublicense the Premises, or portions thereof, including any communications tower located thereon. Tenant shall provide written notice of any executed subleases and/or sublicenses.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,  
SIGNATURES BEGIN ON NEXT PAGE]*

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

**LANDLORD:**

**Village of Orland Park, Illinois**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[notary block for an individual]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, State of \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(Signature of Notary)  
Notary Public

My commission expires: \_\_\_\_\_



[notary block for an entity]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County,  
\_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared  
before me this day and acknowledged he (or she), as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_, and that he (or she) as  
\_\_\_\_\_, being authorized to do so, executed the foregoing instrument  
on behalf of such entity.

Witness my hand and official seal, this the \_\_\_\_ day of  
\_\_\_\_\_, 2017.

\_\_\_\_\_  
(Signature of Notary)

Notary Public

My commission expires: \_\_\_\_\_

Eco-Site Name: Village of Orland Park  
Eco-Site Number: IL-0130

**TENANT:**

**Eco-Site, Inc.,**  
a Delaware corporation

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged he (or she), as \_\_\_\_\_ of Eco-Site, Inc., a Delaware corporation, and that he (or she) as \_\_\_\_\_, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(Signature of Notary)

Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT 1 TO MEMORANDUM OF LEASE**  
**Description of the Premises**

The Premises is described or depicted as follows and shall be replaced with a surveyed legal description when available:

I. Tower Compound Legal Description:

II. Access and Utility Easement Legal Description:

Eco-Site Name: Village of Orland Park  
Eco-Site Number: IL-0130

## **EXHIBIT 2 TO MEMORANDUM OF LEASE**

### **Description of the Property**

**EXHIBIT C**  
**ACCESS AND SAMPLING AGREEMENT**

This Access and Sampling Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois ("the Landlord") and ECO-SITE, INC., a Delaware corporation (the "Tenant").

**WHEREAS**, Landlord is the owner of fee simple absolute title to the property commonly known as 15600 S. Ravinia Avenue, Orland Park, Illinois (the "Premises"); and

**WHEREAS**, the Tenant intends to hire and employ certain consultants to determine the nature and scope of contamination that may exist on the Premises and perform other engineering and subsurface investigations; and

**WHEREAS**, as part of such environmental and engineering investigations, the Tenant requests permission to enter the Premises to inspect the Premises and to conduct any tests, studies, or inspections deemed necessary by the Tenant, including but not limited to the right to conduct an environmental assessment in form satisfactory to the Tenant, and to take air, soil, water and any other samples deemed necessary by the Tenant from the Premises. The Tenant's right to entry pursuant to this Agreement shall be for any purpose in connection with the Tenant's proposed lease of the Premises and/or the development or operation of a wireless communication facility on the Premises, including, without limitation, the right to make such inspections, investigations and tests as the Tenant may elect to make or obtain (collectively the "Work"); and

**WHEREAS**, Landlord and the Tenant each desires that the Work proceed.

**NOW, THEREFORE**, Landlord grants the Tenant permission to enter onto the Premises to perform the Work in accordance with the following terms and conditions:

1. Landlord authorizes and grants (and will cause any tenant to grant) a license to the Tenant and its agents, consultants, contractors and subcontractors and their employees to conduct the Work. Landlord shall cooperate with the Tenant in conducting the Work and shall notify the Tenant of the location and description of all public and private utilities on or below the Premises of which Landlord has knowledge, and shall provide a guide to identify known utilities on the first day of the Tenant's field work. Landlord shall provide all documents and information in Landlord's possession, custody or control which relate or refer to the Premises, its present and prior uses, or to the activities at or near the Premises and any and all environmental audits, reports or documents that refer or relate to the Premises. Landlord authorizes and grants the Tenant, its consultants, contractors and subcontractors access to and from the Premises for the necessary equipment, tools and vehicles reasonably necessary to conduct the Work. Landlord represents and warrants that it has full authority to allow the Tenant and its consultants, contractors and subcontractors to perform the soil boring and drillings and to conduct the Work.

2. The Tenant or its contractor will give Landlord advance written notice of the date on which the Tenant or its contractor plans to enter onto the Premises for the purpose of performing the Work contemplated by this Agreement.

3. The Tenant and its contractor shall take all reasonable precautions to minimize damage to the Premises from the installation of any equipment on the Premises, and shall restore said Premises to as close to original condition as reasonably possible within thirty (30) days after the completion of the Tenant's Work. The Tenant's restoration of the Premises must be to the Landlord's reasonable satisfaction. If the Landlord is not satisfied with the restoration, it must provide the Tenant with written notice and explanation of the same within fourteen (14) working days of the Tenant's restoration of the Premises.

4. The Tenant shall indemnify and hold Landlord, its Trustees, officers, subcontractors, agents and employees harmless from any and all liability that may be incurred by damage caused by the negligent acts or misconduct of the Tenant, its consultants, contractors and subcontractors.

5. The Tenant shall keep the Premises free from any mechanic's lien claim arising out of the Work performed by the Tenant, its consultants, contractors and subcontractors.

6. The Tenant understands that this is a Temporary Access Agreement and, therefore, intends to continue its access only as long as the Tenant is required to complete the Work.

7. The cost and expense of the Work shall be solely borne by the Tenant.

TENANT:

ECO-SITE, INC.,  
a Delaware corporation

LANDLORD:

VILLAGE OF ORLAND PARK,  
an Illinois municipal corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Village President

\_\_\_\_\_

ATTEST:

Address

\_\_\_\_\_

Village Clerk

Daytime Telephone Number

Date: \_\_\_\_\_