VILLAGE OF
MOUNT PROSPECT

REQUEST FOR PROPOSALS:
Busse and Emerson Site

ISSUED: MAY 21, 2025

SUBMITTAL DEADLINE: JULY 11, 2025



BUSSE AND EMERSON SITE RFP

VILLAGE OF MOUNT PROSPECT

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PROJECT OVERVIEW

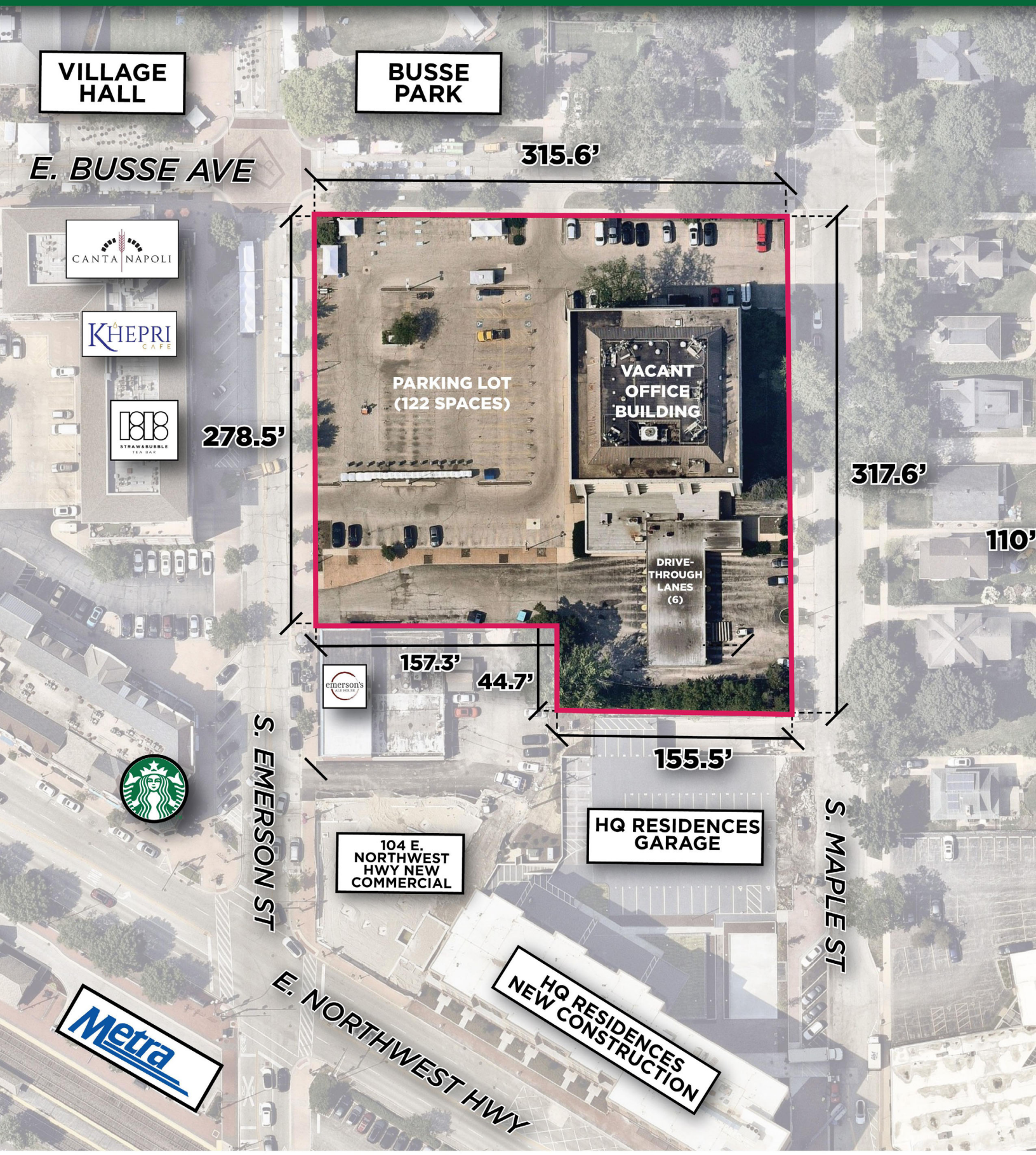
The Village of Mount Prospect, Illinois, is seeking proposals for the redevelopment of a 2.15-acre property at the southeast corner of Busse Avenue and Emerson Street, known as the **"Busse and Emerson Site."** Recently acquired by the Village, elected officials and staff would like to see this vacant site transformed into a vibrant mixed-use development. This is a rare opportunity to "fill a gap" in Downtown Mount Prospect and the Village is seeking to establish a mutually beneficial agreement with a developer to create a generational impact in the heart of our community. Zoned B-5 Core Central Commercial (B5C), **this large property is located within a 2-minute walk of the Village's Downtown Metra train station with hourly service to Downtown Chicago, as well as numerous shops, restaurants, and coffee shops including Starbucks and Khepri Kitchen + Coffee.** Recent mixed-use developments in Downtown Mount Prospect have added more than 700 new residential dwelling units in the last decade along with new retail opportunities and an Angelo Caputo's Fresh Market. New construction rents have exceeded **$3 per square foot for residential units, with all buildings stabilizing within 9-10 months of occupancy, well ahead of initial one year stabilization projections**. This is a once-in-a-lifetime chance to transform a highly visible site in the heart of a thriving community in the northwestern suburbs.

RFP PROCESS

Based on a review of proposal materials, the Village will select a short list of development teams to interview. After the interviews, the Village will select a preferred developer and begin negotiations of a redevelopment agreement for the site.

TIMELINE	
Village Issues Request for Proposals (RFP)	May 21, 2025
On - Site Tour for Interested Parties	June 19, 2025, at 2:00pm
RFP Responses Due	July 11, 2025 by 5:00PM
Village Notifies Shortlisted Teams	By July 25, 2025
Teams Interview	Week of August 4 – 8
Village Selects a Preferred Development Team and begins negotiation of a redevelopment agreement	Week of August 11 – 15

BUSSE AND EMERSON SITE



TOTAL:
-93,735 Sq.Ft.
-2.15 Acres

Site Facts, Goals and Objectives

CURRENT CONDITIONS

The Busse and Emerson Site is a 2.15-acre property at the southeast corner of East Busse Avenue and South Emerson Street in Mount Prospect. Occupying approximately half of the block, the site consists of a vacant six-story office building with 70,889 square feet of floor area and a large surface parking lot that is frequently used by Metra commuters. Floor plans of the building, which includes a substantial sub-grade portion, are attached as part of Appendix B. Previously home to a local Chase Bank branch, the building is currently vacant and available for either adaptive reuse or demolition. With its prime location near shops, restaurants, and the Metra station, the site presents a unique opportunity to build in the Village's Downtown.

OWNERSHIP STATUS

In February 2025, the Mount Prospect Village Board authorized the purchase of the Busse and Emerson Site and plans to facilitate its redevelopment. By acquiring the site, the Village aims to take a proactive role in shaping its future use and design.

PREFERRED DEVELOPMENT APPROACH

The Village strongly prefers mixed use development proposals which include retail and restaurant uses with higher-density residential, such as apartments, condominiums, and possibly townhouses. Staff envisions commercial on the first floor of the Emerson Street frontage with a transition to residential on Busse and Maple.

» **Demolition vs. Adaptive Reuse**
The Village is open to either reusing the existing building or demolishing it to create a clean slate.

» **Height**
The Emerson Street frontage should be no more than approximately 6 stories tall to complement the existing mixed-use building on the west side of Emerson. If pursuing new construction and not reusing the existing building, the Maple Street frontage should be limited to approximately 4 stories tall to taper the development as it transitions towards detached single-family homes on the east side of Maple Street.

» **Public Space**
The Village Board held a workshop to gather community input on the future of the property on Tuesday, March 11th. Of the many uses desired for the site, most prominent were requests for green space, a plaza to complement the many events held in the area, outdoor dining, street trees, streetlights, and destination entertainment uses. Sidewalks on Emerson Street should be wide enough to accommodate outdoor dining, street trees, streetlights, and possibly large flower planters or other landscape design elements. This could come in the form of a plaza, a pocket park, etc. The village has retained Lakota Group to re-imagine the Busse Avenue right-of-way adjacent to the site. Preliminary concepts are attached to this RFP as part of Appendix C, and a link to the video of the workshop is provided here: Village Board Workshop.

» **Building Materials**
The project must consist of masonry to complement existing developments.

» **Parking**
Village staff estimates that approximately 1.25 parking spaces per unit should adequately park a new residential development, with additional parking needed if condominium units are included as part of a proposal. The Village will show preference for projects that include new public parking opportunities, either on-street along Emerson, Busse, and Maple, or as part of a new parking structure (parking lot or structure).

» **For-sale vs. Rental Units**
The Village favors for-sale condo units over rental apartments in order to promote long-term residential investment and support a balanced mix of housing options in the downtown area.

» **Rooftop Cellular Antenna Issue**
Prospective developers should be aware that there is an existing 50 year lease for cellular utilities mounted to the roof of the existing office building. If the building were to be demolished, the antennas and equipment would need to be relocated. The lease and easement are included in the appendix.

ALIGNMENT WITH PRIOR PLANNING EFFORTS

Prior planning efforts are from the early 2010s and included keeping the building for office use. Due to its vacant nature and the change in the suburban office market landscape, that is no longer considered a viable option by staff. As such, a Committee of the Whole Meeting was held on March 11th to gather input from residents on the property's future. Please view a video of the meeting here: Village Board Workshop.

Some key takeaways from the Committee of the Whole Meeting are that the public and nearby residents want a large number and variety of amenities packed into this project, including a place for public events to be held, green space, and public parking. The public also expressed the desire for the project to fit in well with the appearance of our downtown, primarily consisting of brick masonry, stone, glass, metal and other high-end, durable building materials. While many were open to reusing the building currently on-site, more were interested in starting over with a 'blank canvas'. Critically, the public did not want the final project to be any higher than adjacent and nearby development (approximately 5-6 stories), with the project tapering down as it gets closer to Maple Street. The community expressed a large interest in creating opportunities for outdoor dining, entertainment, and boutique shopping as well. Historically, the property's parking lot has been used to host numerous public events as the main location for the entertainment tent, and commuters have used the lot in recent years while the building has been vacant. Pictures of previous Block Parties and October Fests are included in the appendix. Staff has developed conceptual plans for a redesign of Busse Avenue that would allow it to be programmed for events. These concepts are included in the appendix.

ZONING

The property is zoned B5C, which is consistent with the Downtown Implementation Plan goals and objectives, and the Comprehensive Plan's Future Land Use Map. The code allows for and supports the type of active mixed-use development described in the Preferred Development Approach section. Staff expects to develop this site as a Planned Unit Development (PUD) to maximize flexibility in the site design process.

PROSPECT & MAIN TIF DISTRICT

The site is located inside the existing Prospect & Main Tax Increment Financing (TIF) District, which was adopted in 2017. The Prospect & Main TIF was created in lieu of the Downtown TIF, which was created in 1985, and dissolved in 2016. The Village is open to requests for TIF funds to support eligible redevelopment activities on the site such as public improvements, public parking, land acquisition, streetscape, and eligible construction activities. A map illustrating the boundary of the Prospect & Main TIF District is provided in Appendix A.

VILLAGE FINANCIAL OBJECTIVES

Development of the Site has the potential to produce property and sales taxes and to catalyze long-term investment in the area. While recovery of the Village's investment in purchasing the property is a goal, the final evaluation of responses at the proposal stage will be based on all the selection criteria outlined in the "Submission Requirements and Respondent Selection" section.

Submission Requirements and Respondent Selection

Proposals should include and/or be accompanied by the items outlined below. The Village reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its proposal or to request additional information during the evaluation process. Any material misrepresentation made by a Respondent will void the proposal and eliminate the Respondent from further consideration.

TRANSMITTAL LETTER AND EXECUTIVE SUMMARY

The letter should provide a narrative description of all key aspects of the submittal.

DESCRIPTION OF DEVELOPMENT TEAM

The description should include an experienced lead developer entity, equity partners, architects, engineers, attorneys, economic and financial consultants, construction managers, leasing and management companies, and other development partners, as applicable. Specific requirements include the following:

- **Narrative** describing the roles, responsibilities, depth of experience, and size of each firm.
- **Resumes** of key personnel assigned to the project, including relevant experience.

ORGANIZATIONAL CHART OR DIAGRAM

The chart or diagram should outline the composition of the development team. It should present differentiated structures for development and operations, if applicable. Specific requirements include:

- Contact names, addresses, titles of position, and the nature and extent of the interest of the lead development firm, officers and principals as well as similar information on key partner entities and leadership.

FINANCIAL INFORMATION ABOUT THE LEAD DEVELOPER ENTITY

The information should demonstrate the capacity to complete the project. To be kept confidential, this information should either be submitted to the Village of Mount Prospect's consultant in a separate sealed envelope or brought to a scheduled in-person appointment for the consultant's review. Specific requirements include the following:

- **Letters of interest** from private lenders, financial joint venture partners, or equity partners for redevelopment of the site. Letters should indicate that the party has sufficient capacity, understanding of the project, and scale of financing required, and the amount the party would be willing to finance.
- The respondent must provide a listing and a brief description of all legal actions within the past five years in which the Respondent or any team member or associated entity (e.g., joint venture member, etc.) has been: a) a debtor in bankruptcy; b) a defendant in a lawsuit for deficient performance under a contract; c) a respondent in an administrative action for deficient performance on a project; or d) a defendant in any criminal action. The Respondent must also disclose any bankruptcy or foreclosure proceedings in which the firm or any individual in the proposed project team has been involved.

DEVELOPMENT PROPOSAL REQUIREMENTS

The proposal should include and/or be accompanied by the following:

1. DEVELOPMENT PROGRAM & OPERATIONS

   a. **Project Program.**

      ii. Gross and rentable building square footage.

      iii. Building specifications to the extent they are currently available (e.g. anticipated levels of finish, materials, construction type, etc.).

      iv. Site and building plans and renderings.

   b. **Project Schedule.**
   Please provide timing detail, including phasing assumptions and key dates for each major project event: construction start, occupancy, stabilization, and any others as applicable.

   c. **Support for Program and Revenue Assumptions.**
   Please provide detailed documentation regarding program and operating assumptions (e.g., rent comparables, tax comparables).

   d. **Marketing/Leasing Plan and Level of Tenant Commitments/Relationships.**
   If applicable, please provide a matrix of targeted tenants, including the status of discussions, and/or a history of the Developer's relationship with key tenants and/or users.

   e. **Management Plans for Operation.**
   Narrative about the Developer's long-term expectations for the site in terms of ownership and management (e.g., build and hold, merchant build, other).

2. BUDGET & FINANCING DATA

   a. **Detailed Development Budget.**
   Please provide a detailed development budget. It should include all cost assumptions, and a description of the data sources used to inform cost estimates and provide copies of such sources, as available (e.g., contractor estimates, engineer's opinions, brokerage contract proposals, etc.).

   b. **Project Pro Forma.**
   Please provide a pro forma for the project. The pro forma should clearly outline absorption, income, and expense and reversion assumptions (if applicable).

   c. **Anticipated Sources of Funds.**
   Please include detail on the anticipated capital stack for the project including dollar amount and percent of debt and equity financing.

3. PURCHASE PRICE AND VILLAGE ASSISTANCE (IF ANY)

   a. **Purchase Price.**
   Please provide projected payments to the Village for land and development rights clearly indicating the price being offered for the site with terms and conditions.

   b. **Village Assistance.**
   Please provide a detailed description of the requested Village assistance, including any TIF financing and/or off-site public improvements, if any. A clear narrative outlining the reasons the requested assistance is needed to make the project feasible. Also, please note if other assistance may be required (e.g., assistance with utility companies, other).

Selection Criteria

Evaluation of the Respondent's proposal will be based upon:

- Completeness of submittal.
- Project design and achievement of Village objectives for the property.
- Demonstrated financial resources and capability to both acquire and develop the property, including having adequate financial resources to develop the project such as internal resources for ongoing operations and support, ability to secure construction and permanent financing, and ability to manage contingency in accordance with the project schedule.
- Status of legal actions involving any team member or associated entity of the development team.
- Financing commitments.
- Overall fiscal benefits to the Village.
- Land price.

The Village of Mount Prospect and its consultant(s) may also review any other information that is available to them, including but not limited to information gained by checking references and by investigating the Respondent's financial condition.

Submittal Procedure

Responses should be sealed and clearly marked with the RFP name and date due, as follows:

REQUEST FOR PROPOSAL: MOUNT PROSPECT BUSSE AVENUE AND EMERSON STREET SITE DEVELOPMENT

All copies of the documents should be delivered to the Village of Mount Prospect:

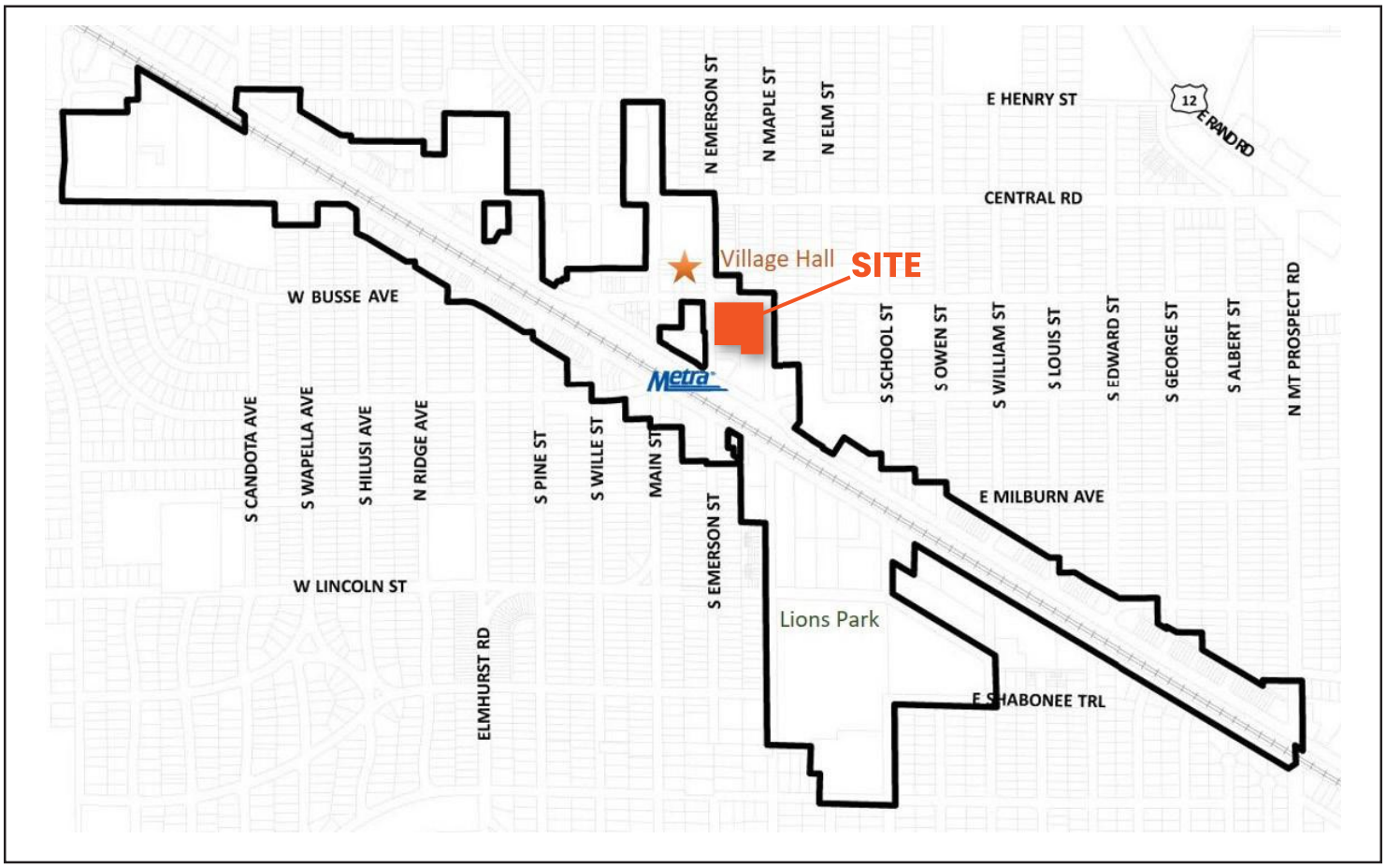
Jason Shallcross
Village of Mount Prospect
ATTN: 111 Busse RFP
50 S Emerson St.
Mount Prospect, IL 60056

Any questions during the proposal response stage (May 21 – July 11, 2025) should be directed via email or phone to:

Jason C. Shallcross, CEcD, AICP
Director of Community and Economic Development
Email: jshallcross@mountprospect.org
Phone: 847-818-5307

Appendix A:
Prospect & Main TIF District Boundary

Prospect & Main TIF District Boundary



FOR MORE INFORMATION, VISIT THE VILLAGE'S WEBSITE:

https://www.mountprospect.org/services/transparency-and-fact-check-portal/tif-portal-tax-increment-financing/prospect-and-main-tif

Appendix B:
111 Busse Floor Plans

FIRST CHICAGO
The First National Bank of Chicago

Mail Suite
One First National Plaza
Chicago, Illinois 60670
Telephone: (312) 732-4000

COMMUNITY DEVELOPMENT
JUN 19 1998
RECEIVED

June 18, 1998

Mr. Daniel Ungerleider, AICP
Planning Coordinator
Village of Mount Prospect
100 S. Emerson Street
Mount Prospect, IL 60056

Re: 111 Busse
Mount Prospect, IL
Hard copies of floor plans

Dear Mr. Ungerleider:

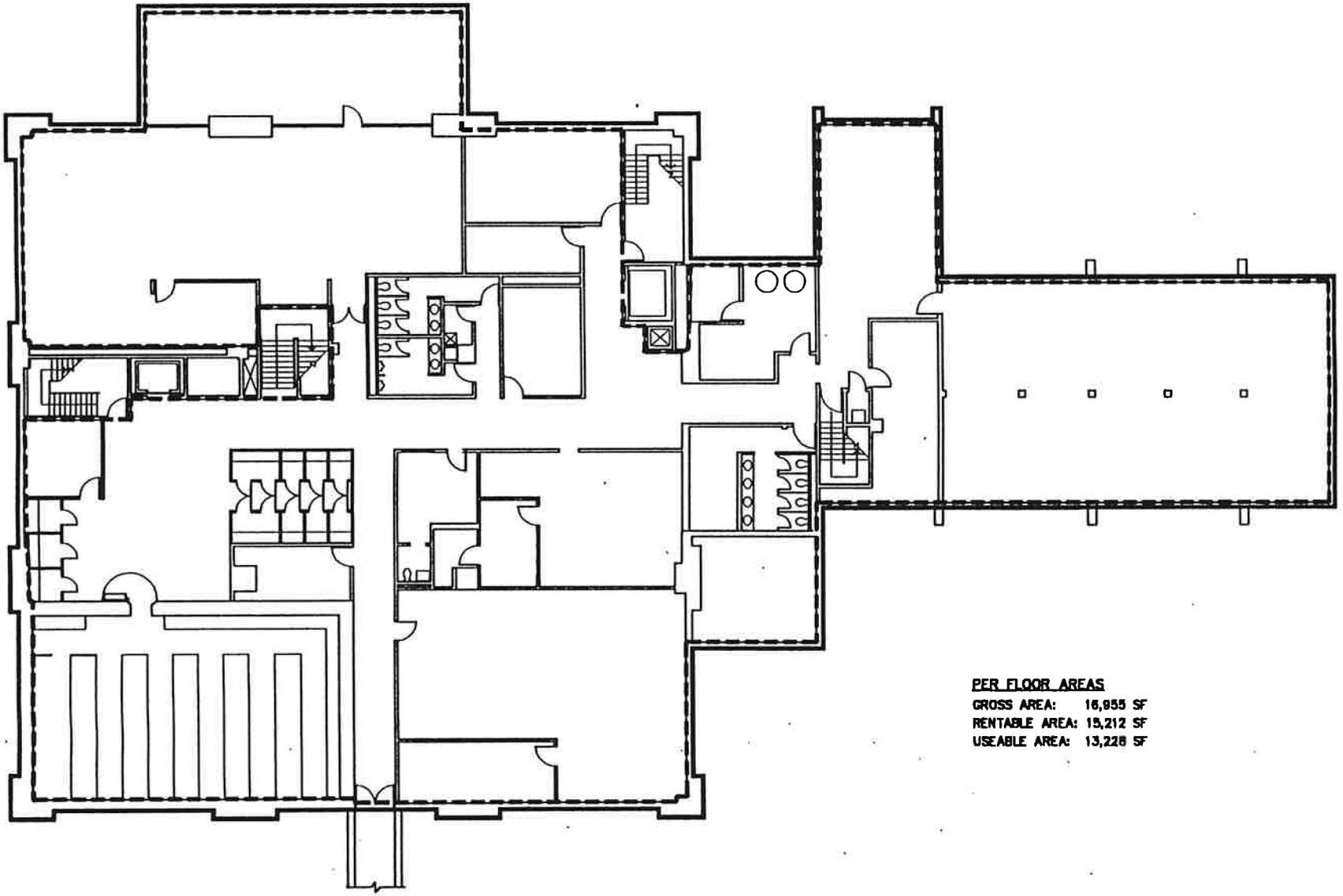
At the request of Dennis Somers, I have find enclosed 8.5" x 11" hard copies of the floor plans for the above captioned properties.

Please call if there are any questions at (630) 691 - 7349.

Sincerely,

Thomas R. VanDenBrink
Real Estate Transactions Consultant

Enclosures



PER FLOOR AREAS

GROSS AREA: 16,955 SF
RENTABLE AREA: 15,212 SF
USEABLE AREA: 13,228 SF

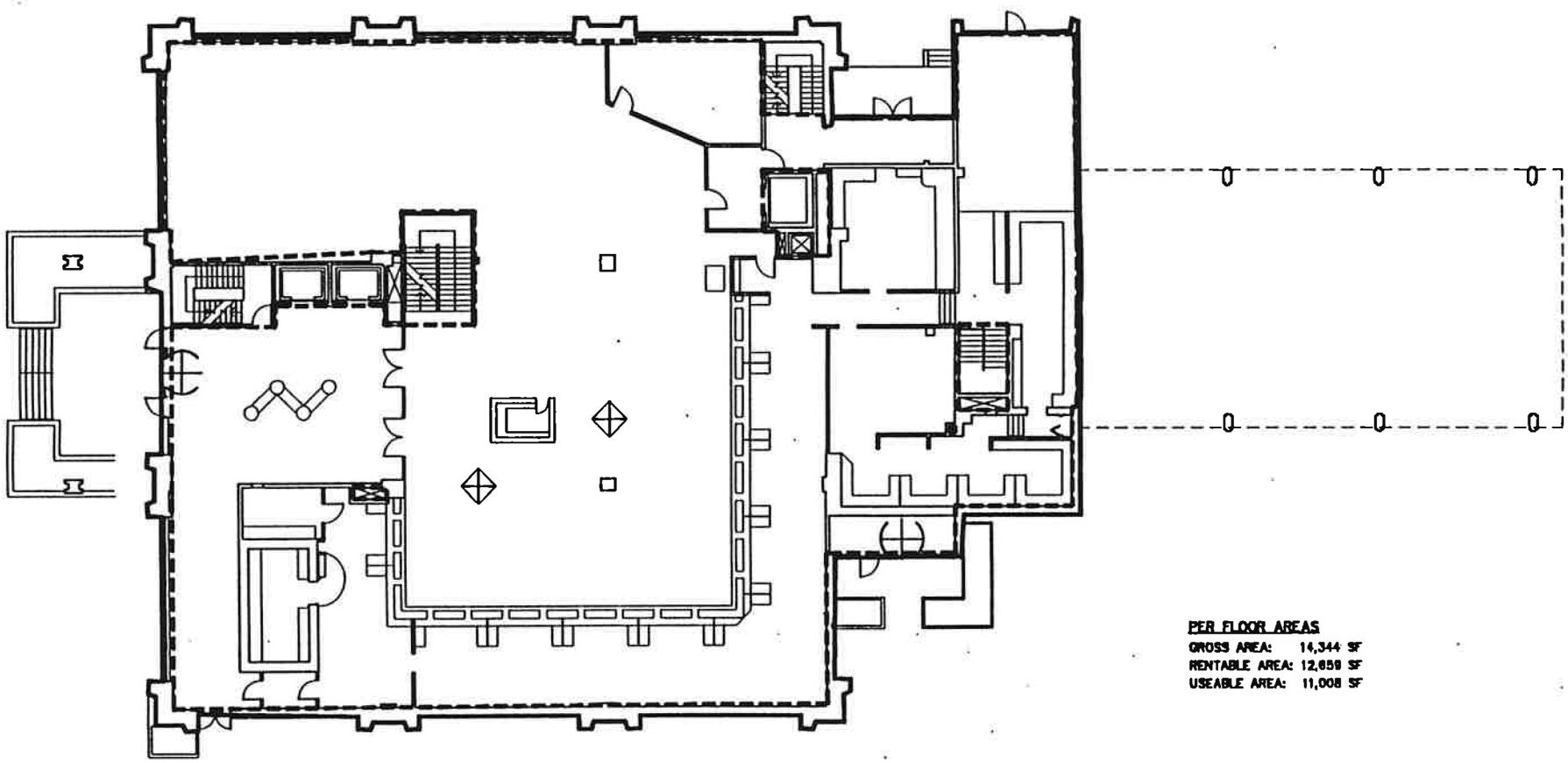
NORTH

L1 FLOOR PLAN

FIRST NATIONAL BANK
111 E. BUSSE
MT. PROSPECT, IL

BLD. CODE: 0687.11
JULY 18, 1997

0 5' 15' 30' 50'



PER FLOOR AREAS
GROSS AREA: 14,344 SF
RENTABLE AREA: 12,650 SF
USEABLE AREA: 11,008 SF

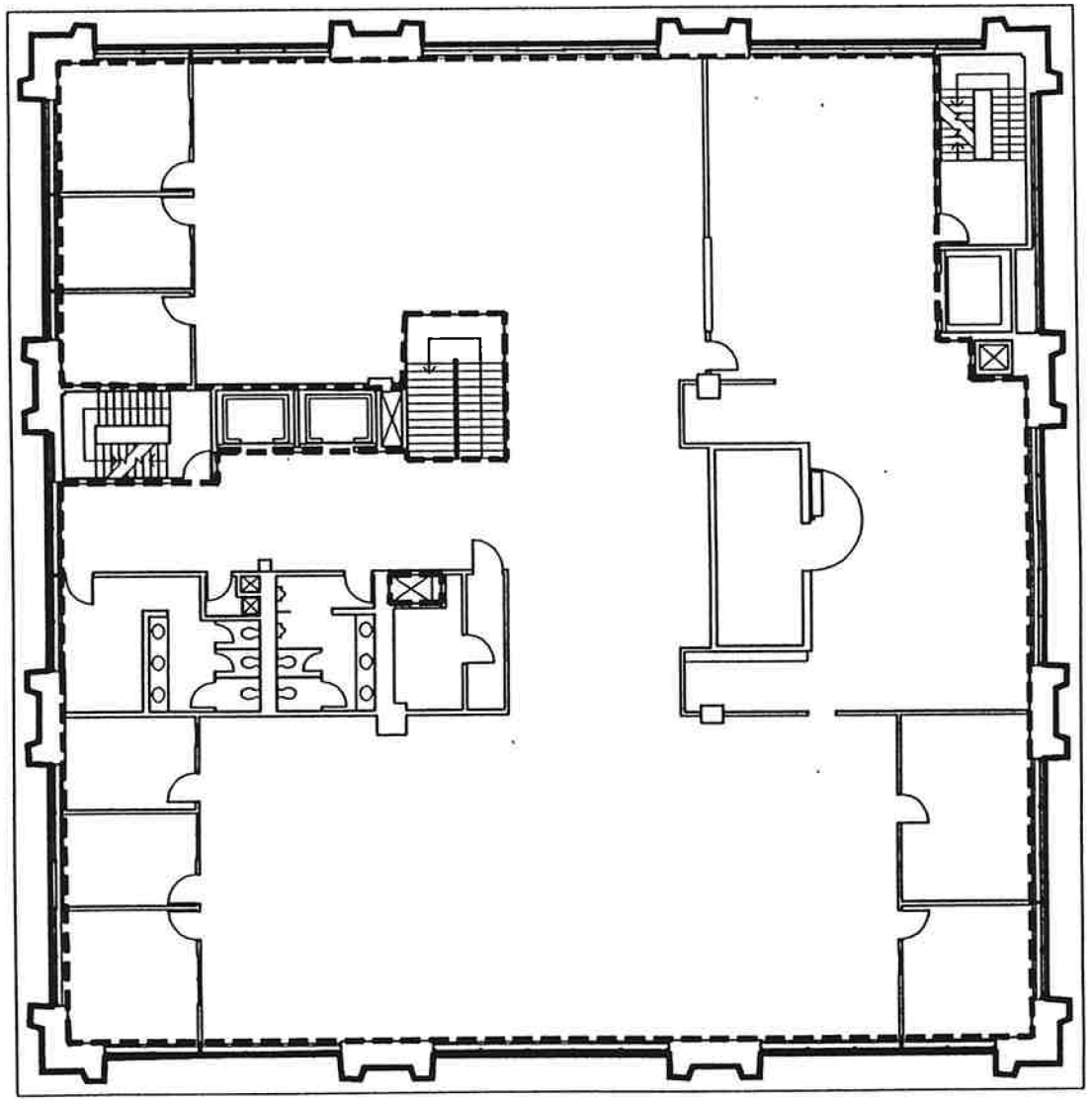
NORTH

1ST FLOOR PLAN

FIRST CHICAGO BANK
111 EAST BUSSE
MOUNT PROSPECT, ILLINOIS

BLD. CODE: 0687.01
JULY 18, 1997

0 5' 15' 30' 50'



PER FLOOR AREAS

GROSS AREA:	11,520 SF
RENTABLE AREA:	9,856 SF
USEABLE AREA:	8,570 SF

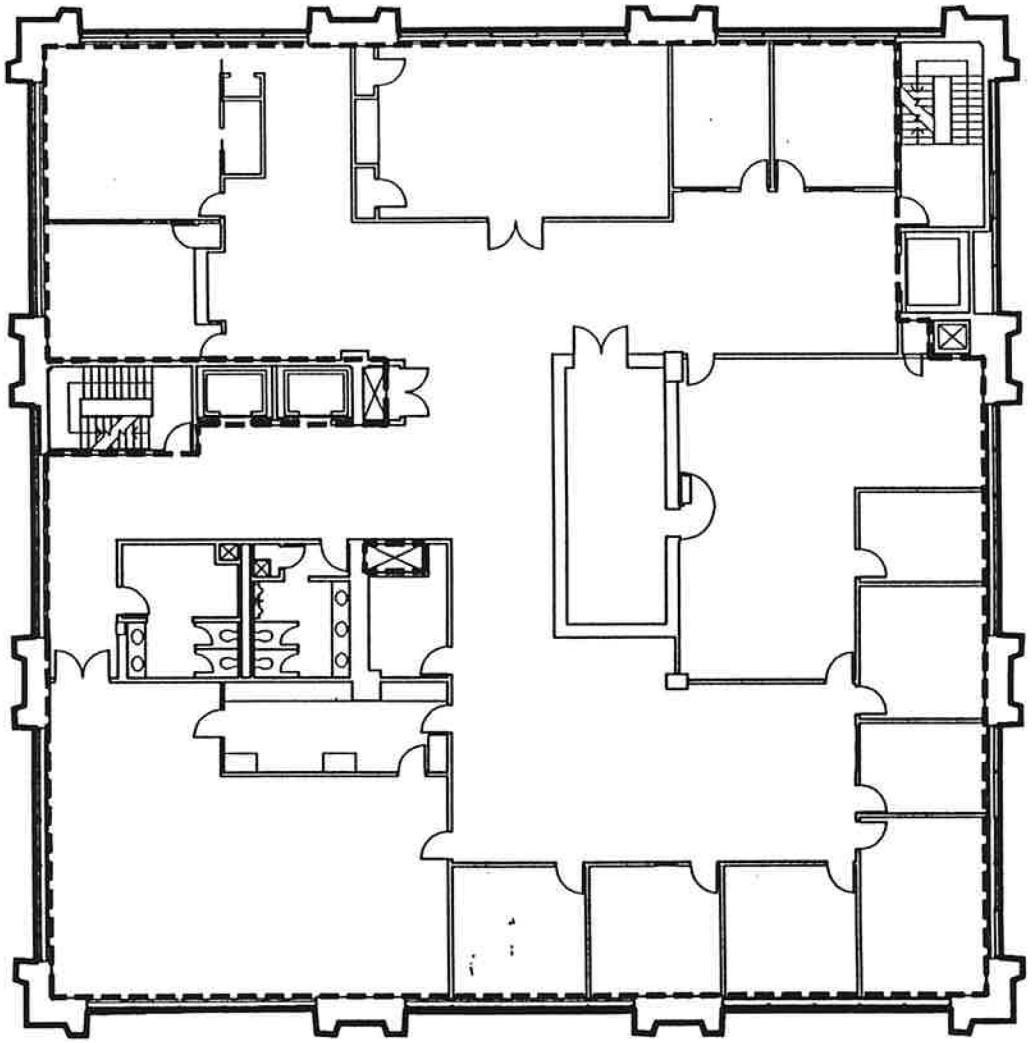
NORTH

2ND FLOOR PLAN

FIRST NATIONAL BANK
111 E. BUSSE AVE.
MOUNT PROSPECT, IL

BLD. CODE: 0687.02
JULY 18, 1997

0 5' 15' 30' 50'



PER FLOOR AREAS

GROSS AREA:	11,520 SF
RENTABLE AREA:	10,001 SF
USEABLE AREA:	8,597 SF

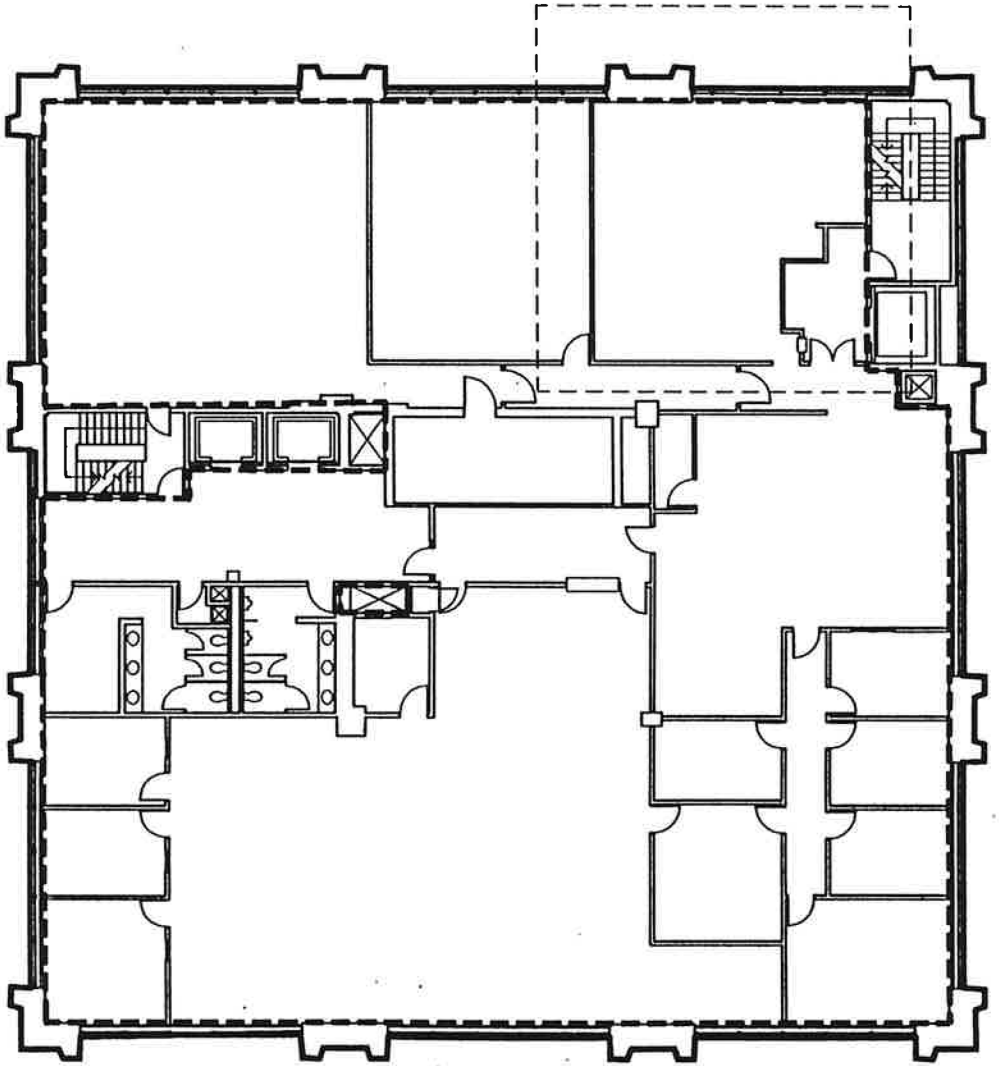
NORTH

3RD FLOOR PLAN

FIRST NATIONAL BANK
111 E. BUSSE AVE.
MOUNT PROSPECT, IL

BLD. CODE: 0687.03
JULY 18, 1997

0 5' 15' 30' 50'



PER FLOOR AREAS

GROSS AREA:	11,520 SF
RENTABLE AREA:	9,976 SF
USEABLE AREA:	8,675 SF

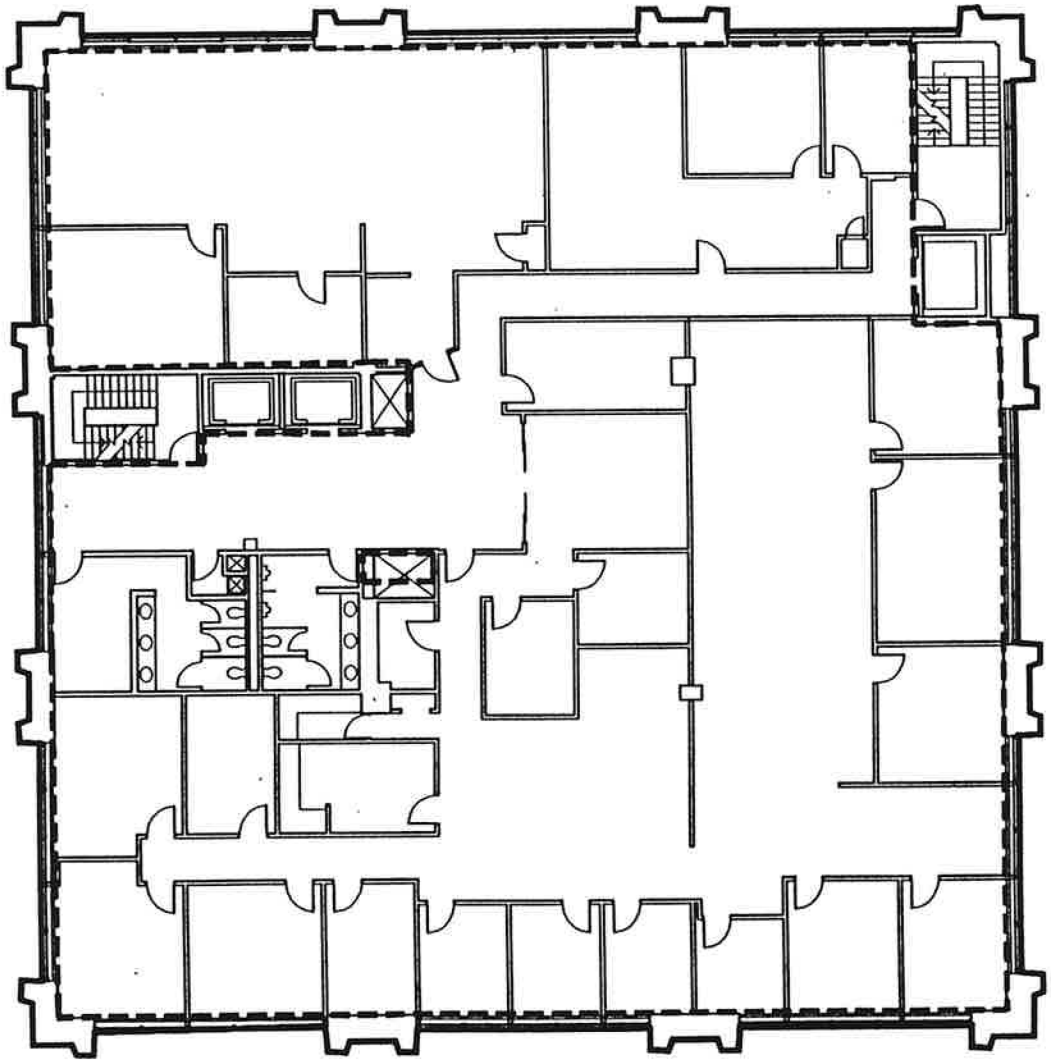
NORTH

4TH FLOOR PLAN

FIRST NATIONAL BANK
111 E. BUSSE AVE.
MOUNT PROSPECT, IL

BLD. CODE: 0687.04
JULY 18, 1997

0 5' 15' 30' 50'



PER FLOOR AREAS

GROSS AREA:	11,520 SF
RENTABLE AREA:	10,000 SF
USEABLE AREA:	8,697 SF

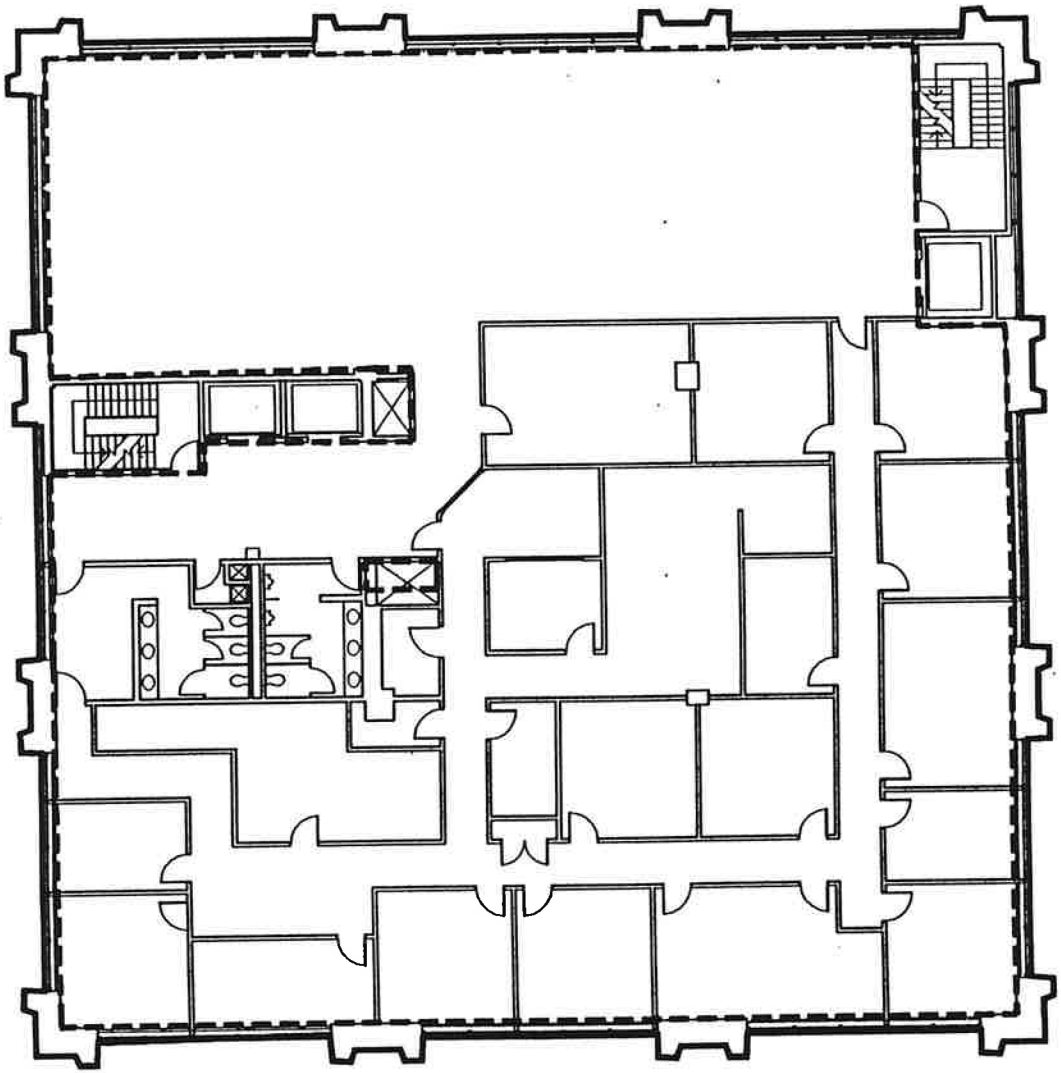
NORTH

5TH FLOOR PLAN

FIRST NATIONAL BANK
111 E. BUSSE AVE.
MOUNT PROSPECT, IL

BLD. CODE: 0687.05
JULY 18, 1997

0 5' 15' 30' 50'



PER FLOOR AREAS

GROSS AREA:	11,520 SF
RENTABLE AREA:	10,000 SF
USEABLE AREA:	8,697 SF

NORTH

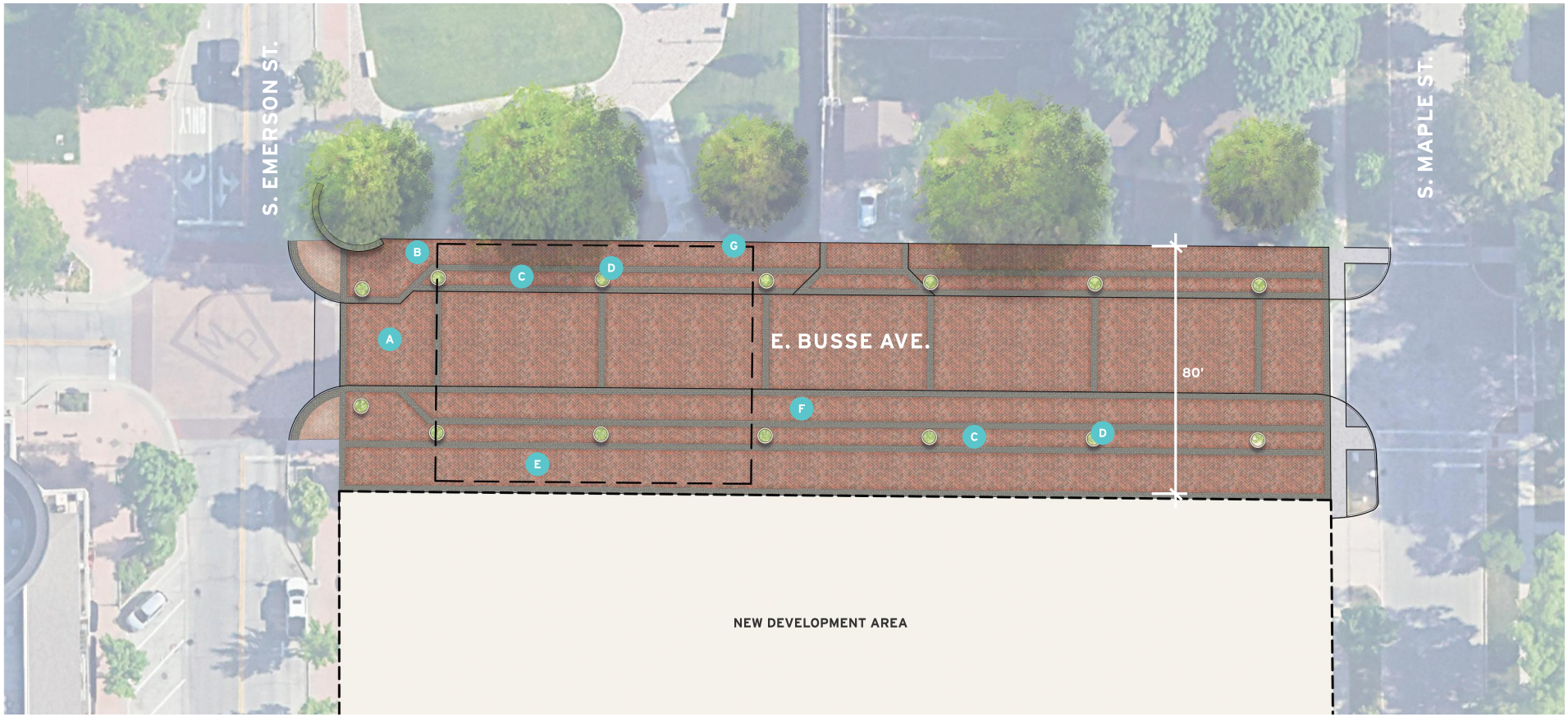
6TH FLOOR PLAN

FIRST NATIONAL BANK
111 E. BUSSE AVE.
MOUNT PROSPECT, IL

BLD. CODE: 0687.06
JULY 18, 1997

0 5' 15' 30' 50'

Appendix C:
Lakota Group Concept for Busse Ave



LEGEND

- **A SHARED STREET**
  - Two way traffic road
  - Road width remains at 30'
  - Brick pavers with a flush curb to match existing crosswalk pavers (gray pavers for banding)
- **B WIDE SIDEWALK**
- **C MOVABLE PLANTER AREA**
- **D LARGE MOVABLE PLANTER**
- **E OPEN PEDESTRIAN AREA**
- **F PARKING LANE**
- **G SPACE FOR A TENT (75' X 100')**

VILLAGE OF MOUNT PROSPECT

PREFERRED CONCEPT PLAN

MOUNT PROSPECT, ILLINOIS

SCALE: 1"=30'
0' 15' 30' NORTH

APRIL 22, 2025

PREPARED FOR:
VILLAGE OF
MOUNT PROSPECT

THE LAKOTA GROUP.

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VILLAGE OF MOUNT PROSPECT

PERSPECTIVE VIEW

MOUNT PROSPECT, ILLINOIS

MAY 2, 2025

PREPARED FOR:
VILLAGE OF
MOUNT PROSPECT

THE LAKOTA GROUP.

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SEATING ELEMENTS



Metal Bench



Wood / Metal Bench

SCULPTURAL ELEMENT





LIGHTING

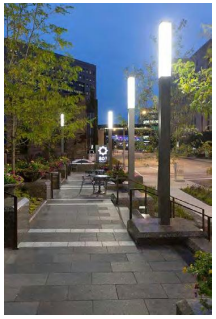


String Lighting





Light Column





Pole Mounted Ped Light

PAVING



Existing Precast Pavers

PLANTING





VILLAGE OF MOUNT PROSPECT

CHARACTER IMAGERY - OPTION A

MOUNT PROSPECT, ILLINOIS

SCALE: 1"=16'
0' 4' 8' 16' NORTH

OCTOBER 19, 2022

PREPARED FOR:
VILLAGE OF
MOUNT PROSPECT

THE LAKOTA GROUP.

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SEATING ELEMENTS



Curved Wood / Metal Bench



Curved Wood / Concrete Bench

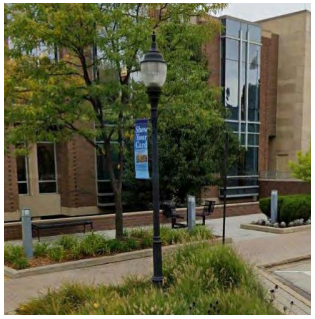


Curved Concrete Bench

SCULPTURAL ELEMENT



LIGHTING



Existing Pedestrian Light



Alcott - Landscape Forms

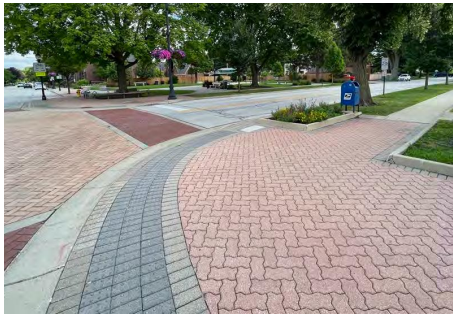


Alcott - Landscape Forms

PLANTERS



PAVING





Existing Precast Pavers

PLANTING





VILLAGE OF MOUNT PROSPECT

CHARACTER IMAGERY - OPTION B

MOUNT PROSPECT, ILLINOIS

SCALE: 1"=16'
0' 4' 8' 16'
NORTH

OCTOBER 19, 2022

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VILLAGE OF
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THE LAKOTA GROUP.

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SEATING ELEMENTS



Tapered Concrete Bench



Concrete Bench

SCULPTURAL ELEMENT





LIGHTING



Pole Mounted Ped Light





PAVING



Existing Precast Pavers



MOVABLE SEATING



PLANTERS



PLANTING





VILLAGE OF MOUNT PROSPECT

CHARACTER IMAGERY - OPTION C

MOUNT PROSPECT, ILLINOIS

SCALE: 1"=16'
0' 4' 8' 16'
NORTH

OCTOBER 19, 2022

PREPARED FOR:
VILLAGE OF
MOUNT PROSPECT

THE LAKOTA GROUP.

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Appendix D:
ALTA/NSPS LAND TITLE SURVEY

KLEIN, THORPE & JENKINS



PROPERTY ADDRESS:
111 E BUSSE AVENUE, MOUNT PROSPECT, ILLINOIS 60056

SURVEY NUMBER: 2503.3261

CERTIFIED TO:
VILLAGE OF MOUNT PROSPECT, KLEIN, THORPE & JENKINS, LTD.; CHICAGO TITLE INSURANCE COMPANY

BUYER: VILLAGE OF MOUNT PROSPECT

LENDER:

TITLE COMPANY: KLEIN, THORPE & JENKINS, LTD.

COMMITMENT DATE: | **CLIENT FILE NO:** CCH1405831LD

LEGAL DESCRIPTION:
LOT 1 IN MOUNT PROSPECT STATE BANK RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOT "A" IN MOUNT PROSPECT STATE BANK RESUBDIVISION OF LOTS 4, 5, 6, 19 AND 20 IN BLOCK 12 IN BUSSE AND WILLE'S RE-SUBDIVISION IN MOUNT PROSPECT, TOGETHER WITH LOTS 1, 2, 3, 4, 21, 22, 23 AND 24 IN BLOCK 12 IN BUSSE AND WILLE'S RESUBDIVISION IN MT. PROSPECT, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID MOUNT PROSPECT STATE BANK RESUBDIVISION NO. 2 REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 1, 1974 AS DOCUMENT LR2750490, IN COOK COUNTY, ILLINOIS.

JOB SPECIFIC SURVEYOR NOTES

DATE SIGNED: 03/28/25 | **FIELD WORK DATE:** 3/20/2025

REVISION DATE(S):
(REV:2 4/17/2025) (REV:1 3/28/2025)

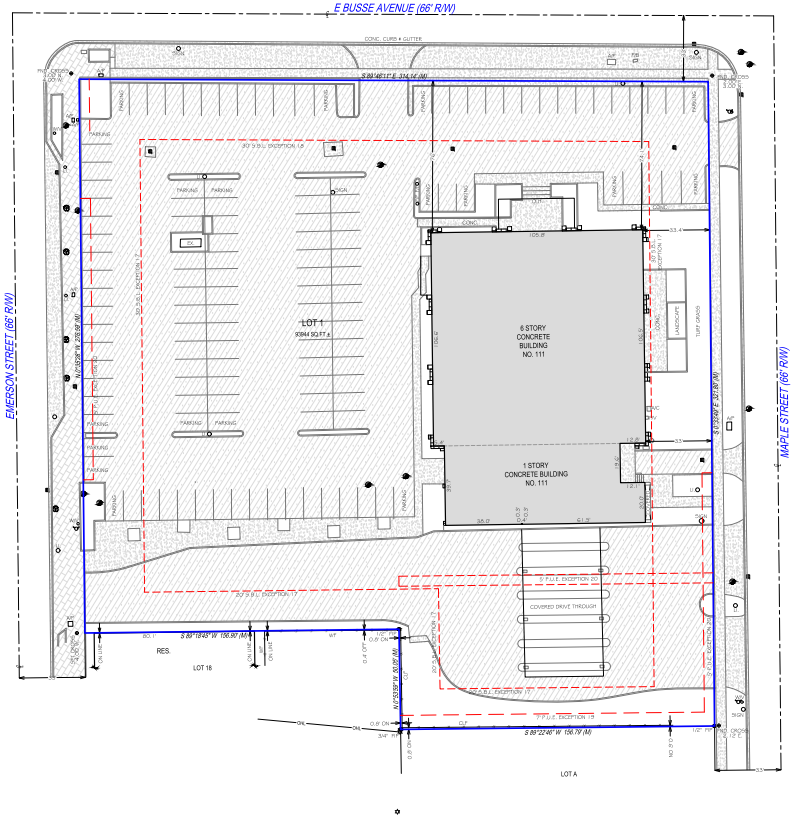
POINTS OF INTEREST
NONE VISIBLE

EXACTA Land Surveyors, LLC
POF # 184008859
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450

SurveySTARS

2503.3261
ALTA SURVEY
COOK COUNTY, ILLINOIS

ALTA/NSPS LAND TITLE SURVEY



LEGEND:
U = LIGHT
WV = WATER VALVE
AP = ACCESS PANEL
FH = FIRE HOSE VALVE

TO: VILLAGE OF MOUNT PROSPECT;
KLEIN, THORPE & JENKINS, LTD.;
CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 4, 7(A), 7(C), 8, 14 OF TABLE A THEREOF. P.R.D. II WORK WAS COMPLETED ON MARCH 27, 2025. DATED THIS 27TH DAY OF MARCH, 2025

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2971
EXPIRES 11-30-2026

EXACTA LAND SURVEYORS
PROFESSIONAL DESIGN FIRM 184008859-0008

CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 2503231910ALQ DATED FEBRUARY 10, 2025, WAS UTILIZED IN THE PREPARATION OF THIS SURVEY

ALTA/NSPS TABLE A" ITEMS

1. AS SHOWN HEREON
2. AS SHOWN HEREON
3. PROPERTY IS LOCATED IN FLOOD ZONE X, PER FIRM 17031C0308J, EFF. 8/19/2008
4. GROSS LAND AREA IS 2.157 ACRES, MORE OR LESS
7a. AS SHOWN HEREON
7c. BUILDING AREA = 15,003 SQ. FT.
7c. BUILDING HEIGHT = 65.41, 12.95'
8. AS SHOWN HEREON
14. AS SHOWN HEREON

BASIS OF TITLE:
CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NO. 2503231910ALQ
COOK COUNTY, ILLINOIS
SCHEDULE B II
EFFECTIVE FEBRUARY 10, 2025

EXCEPTIONS 1-14, 21: NO SURVEY OR PLOTTABLE MATTERS; AFFECTS THE SUBJECT PROPERTY
EXCEPTION 15, 16: LOCATION OF THE TELECOMMUNICATIONS LEASE WAS NOT NOTED; EASEMENT, LEASE AREA NOT SHOWN
EXCEPTION 17: BUILDING LINES PER PLAT OF RESUBDIVISION DOC LR2417118, AS SHOWN HEREON
EXCEPTION 18: BUILDING LINE PER PLAT OF RESUBDIVISION REVISION 2 DOC LR2750490, AS SHOWN HEREON
EXCEPTION 19: PUBLIC UTILITY EASEMENT PER DOC LR2789818, AS SHOWN HEREON
EXCEPTION 20: PUBLIC UTILITY EASEMENT PER DOC LR2831698, AS SHOWN HEREON

N

GRAPHIC SCALE (In Feet)
30 0 15 30
1 inch = 30' ft.

GENERAL SURVEYORS NOTES:

1. The Legal Description used to perform this survey was supplied by others. This survey does not determine nor imply ownership of the lands or any fences shown hereon. Unless the Title Commitment Number and Date is referenced on this survey, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
2. The purpose of this survey is to establish the boundary of the lands described by the legal description provided and to depict the visible improvements thereon for a pending financial transaction. Underground footings, utilities, or other service lines, including roof eave overhangs were not located as part of this survey. Unless specifically stated otherwise the purpose and intent of this survey is not for any construction activities or future planning.
3. If there is a septic tank or drain field shown on this survey, the location depicted hereon was either shown to the surveyor by a third party or it was estimated by visual above ground inspection. No excavation was performed to determine its location.
4. This survey is exclusively for a pending financial transaction and only to be used by the parties to whom it is certified.
5. Alterations to this survey map and report by other than the signing surveyor are prohibited.
6. Dimensions are in feet and decimals thereof.
7. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain said data was performed at www.fema.gov and may not reflect the most recent information.
8. Unless otherwise noted "SIR" indicates a set iron rebar, 5/8 inch in diameter and twenty-four inches long.
9. The symbols reflected in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the approximate center of the field location and may not represent the actual shape or size of the feature.
10. Points of Interest (POI's) are select above-ground improvements, which may appear in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. These POI's may not represent all items of interest to the viewer. There may be additional POI's which are not shown or called-out as POI's, or which are otherwise unknown to the surveyor.
11. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
12. The information contained on this survey has been performed exclusively by and is the sole responsibility of Exacta Land Surveyors, LLC. Additional logos or references to third party firms are for informational purposes only.
13. Due to varying construction standards, building dimensions are approximate and are not intended to be used for new construction or planning.
14. Surveyor bearings are used for angular reference and are used to show angular relationships of lines only and are not related or orientated to true or magnetic north. Bearings are shown as surveyor bearings, and when shown as matching those on the subdivision plats on which this survey is based, they are to be deemed no more accurate as the determination of a north orientation made on and for those original subdivision plats. North 00 degrees East is assumed and upon preparation of this plat, the resulting bearing between found points as shown on this survey is the basis of said surveyor bearings as defined and required to be noted by Illinois Administrative Code Title 68, Chapter VII, Sub-Chapter B, Part 1270, Section 1270.56, Paragraph B, Sub-Paragraph 6, Item k.
15. THIS SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED.

SURVEYORS LEGEND:

LINETYPES
- Boundary Line
- Center Line
- Chain Link or Wire Fence
- Easement
- Edge of Water
- Iron Fence
- Overhead Lines
- Structure
- Survey Tie Line
- Vinyl Fence
- Wall or Party Wall
- Wood Fence

SURFACE TYPES
- Asphalt
- Brick or Tile
- Concrete
- Covered Area
- Water
- Wood

SYMBOLS
- Benchmark
- Center Line
- Central Angle or Delta
- Common Ownership
- Control Point
- Catch Basin
- Elevation
- Fire Hydrant
- Find or Set Monument
- Guywire or Anchor
- Manhole
- Tree
- Utility or Light Pole
- Well

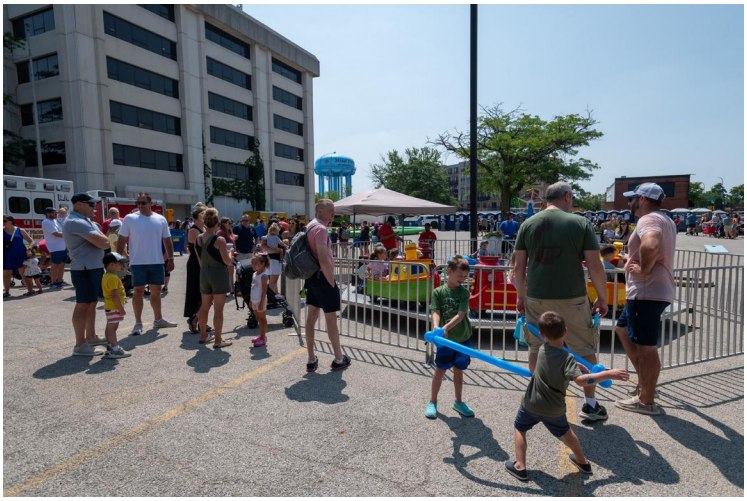
ABBREVIATIONS
(C) - Calculated
(D) - Deed
(F) - Field
(M) - Measured
(P) - Plat
(R) - Record
(S) - Survey
A/C - Air Conditioning
AE - Access Easement
ANE - Anchor Easement
ASBL - Accessory Setback Line
B/W - Bay/Box Window
BC - Block Corner
BFP - Backflow Preventer
BLDG - Building
BLK - Block
BM - Benchmark
BR - Bearing Reference
BRL - Building Restriction Line
BSMT - Basement
C - Curve
C/L - Center Line
C/P - Covered Porch
C/S - Concrete Slab
CATV - Cable TV Riser
CB - Concrete Block
CH - Chord Bearing
CHIM - Chimney
CLF - Chain Link Fence
CME - Canal Maintenance Easement
CO - Clean Out
CONC - Concrete
COR - Corner
CS/W - Concrete Sidewalk
CUE - Control Utility Easement
CVG - Concrete Valley Gutter
D/W - Driveway
DE - Drainage Easement
DF - Drain Field
DH - Drill Hole
DUE - Drainage & Utility Easement
ELEV - Elevation
EM - Electric Meter
ENCL - Enclosure
ENT - Entrance
EOP - Edge of Pavement
EOW - Edge of Water
ESMT - Easement
EUB - Electric Utility Box
F/DH - Found Drill Hole
FCM - Found Concrete Monument
FF - Finished Floor
FIP - Found Iron Pipe
FIPC - Found Iron Pipe & Cap
FIR - Found Iron Rod
FIRC - Found Iron Rod & Cap
FN - Found Nail
FN&D - Found Nail & Disc
FRRSPK - Found Rail Road Spike
GAR - Garage
GM - Gas Meter
ID - Identification
IE/EE - Ingress/Egress Easement
ILL - Illegible
INST - Instrument
INT - Intersection
IRRE - Irrigation Easement
L - Length
LAE - Limited Access Easement
LBE - License No. (Business)
LBE - Limited Buffer Easement
LE - Landscape Easement
LME - Lake/Landscape Maintenance Easement
LS# - License No. (Surveyor)
MB - Map Book
ME - Maintenance Easement
MES - Mitered End Section
MF - Metal Fence
MH - Manhole
MHWL - Mean High Water Line
NR - Non-Radial
NTS - Not to Scale
NAVD88 - North American Vertical Datum 1988
NGVD29 - National Geodetic Vertical Datum 1929
OG - On Ground
ORB - Official Records Book
ORV - Official Record Volume
O/A - Overall
O/S - Offset
OFF - Outside Subject Property
OH - Overhang
OHL - Overhead Utility Lines
OHWL - Ordinary High Water Line
ON - Inside Subject Property
P/E - Pool Equipment
PB - Plat Book
PC - Point of Curvature
PCC - Point of Compound Curvature
PCP - Permanent Control Point
PI - Point of Intersection
PLS - Professional Land Surveyor
PLT - Planter
POB - Point of Beginning
POC - Point of Commencement
PRC - Point of Reverse Curvature
PRM - Permanent Reference Monument
PSM - Professional Surveyor & Mapper
PT - Point of Tangency
PUE - Public Utility Easement
R - Radius or Radial
R/W - Right of Way
RES - Residential
RGE - Range
ROE - Roof Overhang Easement
RP - Radius Point
S/W - Sidewalk
SBL - Setback Line
SCL - Survey Closure Line
SCR - Screen
SEC - Section
SEP - Septic Tank
SEW - Sewer
SIRC - Set Iron Rod & Cap
SMWE - Storm Water Management Easement
SN&D - Set Nail and Disc
SQFT - Square Feet
STL - Survey Tie Line
STY - Story
SV - Sewer Valve
SWE - Sidewalk Easement
TBM - Temporary Bench Mark
TEL - Telephone Facilities
TOB - Top of Bank
TUE - Technological Utility Easement
TWP - Township
TX - Transformer
TYP - Typical
UE - Utility Easement
UG - Underground
UP - Utility Pole
UR - Utility Riser
VF - Vinyl Fence
WIC - Witness Corner
WIF - Water Filler
WF - Wood Fence
WM - Water Meter/Valve Box
WV - Water valve

FLOOD ZONE INFORMATION:

Appendix E:
EVENT PHOTOS


SPEED LIMIT
25





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Appendix F:
ANTENNAS MASTER LEASE & EASEMENT AGREEMENT

TELECOMMUNICATIONS MASTER LEASE & EASEMENT AGREEMENT

THIS TELECOMMUNICATIONS MASTER LEASE & EASEMENT AGREEMENT (the "Agreement"), made this 31st day of October, 2014 (the "Effective Date"), by and between 111 Busse Partners, LLC, an Illinois limited liability company ("Grantor"), and Vertical Bridge Real Estate, LLC, a Delaware limited liability company ("Grantee").

WHEREAS, Grantor is fee owner of a building located at 111 East Busse Avenue, Mount Prospect, Illinois, which property is legally described on Exhibit "B" attached hereto (the "Property"). Grantor is party to certain pre-existing cellular tower leases (as hereinafter described) governing portions of the rooftop of the existing office (such portions of the rooftop being hereinafter referred to as the "Pre-Existing Tenant Site"). The Pre-Existing Tenant Site is leased to Verizon Communications ("Verizon"), Cricket Wireless ("Cricket"), and Global Tower Assets, LLC, a Delaware limited liability company ("GTA"). GTA subleases a portion of the Pre-Existing Tenant Site to AT&T Inc. The leases to Verizon, Cricket and GTA, and the sublease to AT&T, Inc. ("AT&T") (such parties collectively, the "Existing Tenants") are made pursuant to certain lease agreements between Grantor and the Existing Tenants (or GTA, as the case may be) as more specifically identified on Exhibit "A" (the "Pre-Existing Leases").

WHEREAS, Grantor desires to (i) lease to Grantee portions of the Pre-Existing Tenant Site leased to Verizon and Cricket, and (ii) subject to the rights of GTA under its Pre-Existing Lease, grant an exclusive easement to Grantee with respect to portions of the Pre-Existing Tenant Site leased to GTA, pursuant to the terms of this Agreement and to assign to Grantee all of Grantor's interest in the Pre-Existing Leases.

NOW THEREFORE, in consideration of the promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Lease of Pre-Existing Tenant Site and Demised Premises; Grant of Easement; Right to Sublease

a. Demised Premises. Subject to the terms and conditions of this Agreement, Grantor hereby (x) leases to Grantee (the "Lease") the portions of the Pre-Existing Tenant Site leased to Verizon and Cricket and other portions of the Property (the "Leased Premises"), and (y) subject to the rights of GTA under its Pre-Existing Lease, grants a perpetual, exclusive easement (the "Easement") to Grantee for those portions of the Pre-Existing Tenant Site leased to GTA (the "Easement Premises" and together with the Leased Premises, the "Demised Premises") for the purpose of granting Grantee (i) all rights as lessor under the Pre-Existing Leases, including without limitation for the installation of equipment, including antennas, radio cabinets and other miscellaneous hardware, supporting mounts, equipment shelters and wiring, as well as any access node or similar equipment providing access to the Property for the provision of alternative services such as local exchange, long distance, fiber-optics, video-conferencing, Internet access, cable television, voice communications or data communications ("Equipment"), and (ii) the exclusive right to sublease space on the Leased Premises (a "Permitted Sublease") to telecommunications companies ("Permitted Subtenants") for the installation of Equipment pursuant to a rooftop lease substantially in the form of Exhibit "C", all of the foregoing to be used in connection with federally licensed wireless communications businesses and related activities (collectively a "Permitted Use"). The parties acknowledge that the Leased Premises may include both space on the roof of the Property as well as certain designated interior space within the Property, which interior space is more particularly described on Exhibit "D" attached hereto. In addition, such interior space shall include non-exclusive access to the vertical and horizontal risers and conduits in the Building, subject to the terms of existing leases within the property and Grantor's standard riser and conduit management practices. Grantor and Grantee shall execute a memorandum of lease in the form of Exhibit "E" attached hereto and an easement agreement in the form of Exhibit "F" attached hereto, each of which Grantee may record in the office of the Recorder of Deeds in the County in which the Property is situated. Grantor and Grantee shall mutually cooperate with one another, at Grantee's expense, with respect to any issues regarding a proposed Permitted Sublease.

b. Assignment of Pre-Existing Leases. Simultaneously with the execution of this Agreement and Grantee's payment of the Assignment Fee (as hereinafter defined), Grantor and Grantee shall execute an Assignment and Assumption of Tenant Lease in the form attached hereto as Exhibit "G". Grantee is hereby granted the sole and

© Vertical Bridge Towers, LLC

exclusive authority to collect and receive all rents earned or accruing during the Term from Existing Tenants with respect to Pre-Existing Leases. Grantor hereby directs Existing Tenants to pay all rents due Grantor during the Term under the Pre-Existing Leases directly to Grantee. Grantor shall sign a payment direction letter in the form of Exhibit "H" attached hereto addressed to Existing Tenants. In addition, Grantor shall sign, from time to time, such further notices as Grantee shall reasonably request directing Existing Tenants to deliver to Grantee all rents during the Term. Such direction cannot be amended or rescinded by Grantor during the Term without the written consent of Grantee.

2. **Term.** The term of this Agreement (and the Lease and Easement hereunder) (the "Term") shall commence on the Effective Date and, unless extended or sooner terminated as herein provided, shall continue until, and shall expire on, the expiration of fifty (50) years following the Effective Date.

3. **Consideration for Assignment of Pre-Existing Leases; Rent.**

a. Consideration for Assignment of Pre-Existing Leases relating to AT&T and Verizon. In consideration for Grantor assigning to Grantee all of its right to the Pre-Existing Tenant Sites and the Pre-Existing Leases with respect to which AT&T Inc., pursuant to the Pre-Existing Lease with GTA, and Verizon are subtenants or licensees (the "AT&T and Verizon Leases"), Grantee shall pay to Grantor concurrent with the execution and delivery of this Agreement a one-time sum equal to One Million Three Hundred Twenty-Five Thousand Dollars ($1,325,000.00) (the "AT&T and Verizon Assignment Fee"), which sum represents eighteen and one-half (18.5) *times* the annualized gross rent due under such Pre-Existing Leases as of September 1, 2014 *minus* any un-reimbursable direct operating expenses to operate such Pre-Existing Tenant Sites, which includes, without limitation, building or association maintenance charges or expense, rooftop site maintenance costs, insurance costs, annual real estate taxes attributable to the rooftop, utilities and monitoring costs (including telephone charges, if applicable) as required under FAA guidelines and/or based on Grantor, zoning, or subtenant requirements ("Rooftop Cash Flow").

b. Consideration for Assignment of Pre-Existing Lease relating to Cricket. In consideration for Grantor assigning to Grantee all of its right to the Pre-Existing Tenant Site and the Pre-Existing Lease with respect to which Cricket is a Grantee or licensee (the "Cricket Lease"), Grantee shall pay to Grantor concurrent with the execution and delivery of this Agreement a one-time sum equal to One Hundred Sixteen Thousand Seven Hundred Ninety-Eight Dollars ($116,798.00) (the "Cricket Assignment Fee," and together with the AT&T and Verizon Assignment Fee, the "Assignment Fee"), which the Cricket Assignment Fee represents four (4) *times* the Rooftop Cash Flow under the Cricket Lease as of September 1, 2014.

c. Earnout for Amendments of Pre-Existing Lease relating to Cricket. In the event that an amendment to the Cricket Lease renewing the term of the Cricket Lease (the "Cricket Renewal") is fully executed, on terms and conditions reasonably acceptable to Grantee, and Commences, Grantee shall pay Grantor an amount equal to the product of: (A) 12.0 multiplied by (B) the incremental Rooftop Cash Flow resulting from such Cricket Renewal (the "Cricket Renewal Earnout"). Grantee shall pay any Cricket Renewal Earnout due to Grantor within ten (10) Business Days after the Cricket Renewal Commences.

d. Rent from Pre-Existing Leases and Permitted Subleases. During the Term of this Agreement, rent from the Pre-Existing Leases and Permitted Subleases shall be apportioned between Grantor and Grantee as follows:

i) Grantor is currently receiving seventy-five percent (75%) of "Aggregate Rooftop Rents" from GTA in connection with the AT&T Lease and one hundred percent (100%) of "Aggregate Rooftop Rents" from Verizon in connection with the Verizon Lease. In consideration of the AT&T and Verizon Assignment Fee, Grantee shall be entitled to receive one hundred percent (100%) of the amount paid to Grantor by (i) Verizon under the Verizon Lease, and (ii) GTA in connection with the AT&T Lease and, if upon the termination or expiration of the GTA Lease, Grantee shall enter into a Permitted Sublease with AT&T, then one hundred percent (100%) of the amounts paid to Grantor pursuant to the Permitted Sublease with AT&T and the Verizon Lease by the Grantees thereunder. Grantor agrees that it will not voluntarily extend the GTA Lease in the event all renewal options have expired or GTA elects not to exercise. For purposes of this Section 3(d)(i), such payment shall be remitted to Grantee (whether by GTA or by Grantor) for the entire remaining term of such Pre-Existing Leases, including any escalators, renewals and extensions. Grantor or GTA, at Grantor's direction, shall remit such payments under this Section 3(d)(i) to Grantee on the fifteenth (15th) day of each month.

ii) Except as otherwise set forth with respect to a Permitted Sublease with AT&T as described in Section 3(d)(i) above, Grantee shall retain twenty five percent (25%) and shall remit to Grantor, on the fifteenth (15th) day of each month, seventy five percent (75%) of the "Aggregate Rooftop Rents" actually collected by Grantee from each Permitted Subtenant for the entire term of such Permitted Subleases, including any escalators, renewals and extensions.

iii) For purposes hereof, "Aggregate Rooftop Rents" shall mean all rents, payments and other amounts collected by Grantee from any Existing Grantee or any Permitted Subtenant pursuant to any Pre-Existing Lease or any Permitted Sublease, but exclusive of reimbursements and pass-through expenses from Permitted Subtenants and Existing Tenants to Grantee with respect to utilities, taxes and other expenses. Grantee shall utilize an accounting system in accordance with good accounting practice that will accurately record all Aggregate Rooftop Rents.

iv) Grantee shall permit Grantor upon Grantor's reasonable prior notice to examine copies of any Permitted Subleases and Grantee's records related solely to the payment of rents due as result of a Permitted Sublease.

4. **Representations and Warranties of Grantor**. Grantor represents and warrants to Grantee the following:

a. Grantor is the holder of and has good and indefeasible title to the Property, subject only to the Permitted Encumbrances.

b. There are no Existing Mortgages in effect as of the date of this Agreement. Each of the Pre-Existing Leases is valid and in full force and effect. To Grantor's knowledge, Grantor has performed, in all material respects, the obligations of Grantor under the Pre-Existing Leases required to be performed through the Effective Date. Except as set forth in the Pre-Existing Leases, no renewal or extension options or cancellation rights have been granted to any of the Existing Tenants, and none of the Existing Tenants has an option to purchase any portion of the Property, and none of the Existing Tenants is entitled to rental concessions, set-offs or abatements for any period subsequent to the Effective Date except as may be described in the Pre-Existing Leases. To Grantor's knowledge, none of the Existing Tenants is in default under the Pre-Existing Leases, which default remains uncured past applicable cure periods, and to Grantor's knowledge, no action or proceeding has been instituted against Grantor by any of the Existing Tenants or with respect to the Property or is presently pending in any court. Grantor has not received notice of early termination from any Existing Grantee. Grantor is collecting the rent set forth in each Pre-Existing Lease on a current basis and there are no past due amounts thereunder. No Existing Tenant is entitled to any rental concessions or abatements in rent for any period subsequent to the Effective Date. Except as expressly set forth in the Pre-Existing Leases, there are no security deposits or prepaid rentals under any Pre-Existing Lease. No Pre-Existing Lease provides for non-monetary rent or other consideration to the lessor thereunder. Grantor has not received notice from or had any correspondence with any Existing Grantee regarding any pending or contemplated bankruptcy with respect to such Existing Grantee.

c. Grantor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, has all requisite power and authority to enable it to execute and deliver, and to perform its obligations under this Agreement and each other document executed in connection with this Agreement. The execution, delivery and performance of this Agreement in accordance with its terms, does not violate the articles of incorporation, bylaws, operating agreement, partnership agreement or other organizational document of Grantor, and is not prohibited by any order, judgment or decree to which Grantor is a party or by which it is bound and Grantor has obtained all consents necessary for the proper execution and performance of this Agreement by Grantor. Grantor has the right, power and authority to make and perform its obligations under this Agreement. This Agreement is a valid and binding obligation of Grantor enforceable against Grantor in accordance with its terms, except as such enforcement may be limited by bankruptcy, reorganization, insolvency, moratorium or similar Laws affecting the enforcement of creditors' rights and remedies generally and by general principles of equity.

d. Grantor has no knowledge of any pending or threatened condemnation proceedings or other proceedings in the nature of eminent domain in connection with the Property which would prohibit Grantee from exercising its rights hereunder.

e. All statements provided by Grantor to Grantee specifying rents received with respect to Pre-Existing Leases are true, accurate and complete in all material respects; The Existing Tenants are in actual possession of

the Pre-Existing Tenant Site and Grantor has not received any notice of default under any provisions of the Pre-Existing Leases; there are no arrearages under the Pre-Existing Leases and Grantor has no knowledge that the Existing Tenants intends to abandon its Equipment.

f. Except as set forth in the Pre-Existing Leases and to Grantor's Knowledge, there is no outstanding counterclaim or offset, as of the Effective Date, against the payment of any rent under the Pre-Existing Leases which has been affirmatively asserted by the Existing Tenants. There are no suits, actions, arbitrations or proceedings pending, or to Grantor's Knowledge threatened (A) against Grantor, under the Pre-Existing Leases by the Existing Tenants, or (B) against Grantor which affects title to the Property, or this Agreement, or (C) by any other Person against Grantor which would materially and adversely affect or materially and adversely interfere with the rights of Grantee granted under this Agreement.

g. Grantor has the right, power and authority to make and perform its obligations under this Agreement without the need for the approval, consent or filing with any Governmental Authority or any other Person.

h. Except for the express representations and warranties of Grantor set forth in this Agreement, the Property interests being transferred hereunder are being transferred in an "AS IS WHERE IS" condition and with "ALL FAULTS" as of the date of this Agreement. Except as specifically and expressly set forth in this Agreement, no promises, representations or warranties have been made or are made and no responsibility has been or is assumed by Grantor or by any member, officer, director, shareholder, beneficiary, affiliate, person, firm, agent or representative acting or purporting to act on behalf of Grantor as to (i) the condition or state of repair or utility of the Property, (ii) the value, expense of operation or income potential thereof, (iii) the assignability of the Pre-Existing Leases; (iv) any other fact or condition which has or could affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof, including, without limitation, with respect to any environmental matters which could affect the Property, and (v) the enforceability of the leasehold and easement interests granted to Grantee pursuant to applicable law. The parties acknowledge and agree that Purchaser has had the opportunity to investigate and determine all matters pertaining to the Property to its own satisfaction, including, without limitation, its satisfaction with the Pre-Existing Leases and the environmental condition of the Property. The parties acknowledge and agree that all understandings and agreements heretofore made between them or their respective agents or representatives regarding the purchase and sale of the interests in the Property are merged into this Agreement and the Exhibits made a part hereof, which alone fully and completely express their agreement and that neither party is relying upon any statement, promise or representation by the other unless such statement, promise or representation is specifically and expressly set forth in this Agreement or the Exhibits made a part hereof.

5. Covenants of Grantor: Grantor hereby covenants that during the Term, Grantor shall do each of the following:

a. Intentionally Omitted.

b. Imposition Covenants. Grantor shall pay all Impositions imposed against the Property as they become due, and before the imposition of any interest or penalties thereon; provided, however, nothing contained herein shall limit Grantor's ability to contest any such impositions in good faith.

c. Cooperation. Grantor, at Grantee's sole cost and expense, shall provide commercially reasonable cooperation to Grantee in good faith and assist Grantee in performing all obligations of Grantor or Grantee under this Agreement and the Pre-Existing Leases, including without limitation: (i) providing reasonable access over and across the Property (which access shall include furnishing Grantee with a copy of the keys, if any were furnished to Grantor, providing access to the Pre-Existing Tenant Site and/or the Property, as applicable), (ii) refraining from interfering with the Equipment to the full extent provided in the Pre-Existing Leases, including refraining from erecting any structure on the property which causes interference with any Equipment, and refraining from demolishing or weakening any structure which supports any Equipment, (iii) joining in or consenting to any reasonable amendment or modification to the Pre-Existing Leases required by Existing Tenants so long as such amendment or modification does not unreasonably enlarge the rights of Existing Tenants contained therein.

d. Liens. From and after the date hereof through the Term, Grantor hereby covenants and agrees that it will not suffer any lien against the Property which, if successfully foreclosed by the lienholder, would extinguish

Grantee's rights hereunder, except that Grantor may mortgage the Property provided that each future lender enters into a subordination, non-disturbance agreement in accordance with Section 14 hereof.

6. Installation, Maintenance and Relocation.

a. Prior to the installation of any Equipment, Grantee shall submit plans to Grantor with respect to such installation ("Grantee's Plans"), for Grantor's written approval, which approval shall not be unreasonably withheld or delayed. Upon Grantor's approval of such Grantee's Plans, Grantee will notify Grantor at least two (2) days prior to commencing such installation. All work by Existing Tenants shall be performed in accordance with the approved Grantees' Plans and in compliance with applicable laws and ordinances.

b. Grantee shall, at Grantee's expense keep and maintain the Demised Premises in commercially reasonable condition and repair during the term of this Agreement and in accordance with all Laws. Grantor shall be responsible for the structural maintenance and upkeep of the Property except for the Demised Premises, which is the responsibility of Grantee. Grantor shall be responsible for all roof repairs and replacements at Grantor's cost and expense, unless any damage is caused by Grantee or any of the Grantees to the Pre-Existing Leases or any Permitted Subleases. Grantor shall use commercially reasonable efforts not to interfere with any of such parties' use of the Demised Premises, provided, however, Grantor shall not be liable for any temporary interference with the operation of any Equipment on account of Grantor's performance of any roof repairs and/or replacements.

c. All installation and other work to be performed by Grantee, Permitted Subtenants or Existing Tenants will be done in such a manner so as not to interfere materially with, delay, or impose any additional expense upon Grantor in maintaining the Demised Premises. In no event will Grantor be required to consent to any installation or other work by Grantee, Permitted Subtenants or Existing Tenants which would physically affect any part of the Demised Premises outside the Demised Premises. All cable runs, conduit and sleeving shall be installed in a good workmanlike manner and in accordance with applicable laws. Cables and transmission lines shall be routed and attached in accordance with current industry practices. Grantee shall at all times use its best efforts to obtain and maintain any permits and approvals necessary for the installation or operation of the Equipment at its sole cost and expense.

d. Grantee shall not permit any mechanics lien to be filed against the Property, or any part thereof or any interest therein, arising out of any Alteration performed, or alleged to have been performed, by, on behalf of, or at the direction of Grantee or any of its tenants and subtenants. If any such lien is filed, Grantee, within ten (10) days thereafter, shall have such lien released of record or deliver to Grantor a bond in form, amount, and issued by a surety satisfactory to Grantor, indemnifying Grantor against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. If Grantee fails to have such lien so released or to deliver such bond to Grantor, Grantor, without investigating the validity of such lien, may pay or discharge the same; and Grantee shall reimburse Grantor upon demand for the amount so paid by Grantor, including Grantor's expenses and attorneys' fees.

7. Access.

Subject to the rights of the Existing Tenants under the Pre-Existing Leases, Grantee and its "authorized personnel" shall be entitled to twenty-four (24) hour, seven (7) days per week access to the Demised Premises. For purposes hereof, authorized personnel shall mean only authorized employees, engineers, technicians, or properly authorized contractors of Grantee, Existing Tenants or a Permitted Subtenant or persons under their direct supervision. All access to the Demised Premises by Grantee shall be subject in each instance to the reasonable security requirements and reasonable rules and regulations from time to time in effect at the Property, of which Grantor shall inform Grantee in writing. In the event Grantee requires access to the Demised Premises outside of Grantor's normal business hours, Grantee will be responsible for any reasonable costs incurred by Grantor in providing such access to the Demised Premises.

8. Assignment; Leasehold and Easement Mortgages.

a. Assignment. Either party may assign this Agreement and its other rights hereunder (including, without limitation its right to renew) to any person, mortgagee or business entity; provided that such person or entity agrees to be bound by the terms of this Agreement.

b. Leasehold Mortgages/Security Interests. Grantor hereby agrees, for the benefit of the holder of a leasehold mortgage or the holder of any other security interest in Grantee's interest in this Agreement and/or its assets ("Lender"), that:

i. Grantor will send a copy of any written notice of an Event of Default to Grantee and to each Lender of which Grantor has written notice, and no such notice to Grantee shall be deemed to have been duly given, nor shall such notice be effective, unless such notice is also given to each such Lender.

ii. If Grantee shall default in respect of any provisions of this Agreement, any Lender shall have the right, but not the obligation, to cure such default, and Grantor shall accept performance by or on behalf of Lender as though it had been done or performed by Grantee. A Lender will have the same period of time after delivery of such notice upon it within which to cure the default specified in such notice, or cause it to be cured, which is the same period for cure, if any, as given to Lessee. Grantor agrees that it shall allow the Lender additional time beyond any cure period provided herein as follows: (a) in the case of a monetary default, an additional period of ten (10) business days to cure the default or (b) in the case of a non-monetary default, an additional period of thirty (30) days to cure the default or to commence to cure the default; provided, however, that the Lender shall give written notice to Grantor of such Lender's intention to so cure Lessee's default prior to the expiration of any such cure period of Lessee hereunder.

iii. If, in order to cure any default by Grantee, a Lender, pursuant to its advice of its intent to do so pursuant to subparagraph ii above that it elects to perform any act or acts other than the payment of any sums owed to Grantor hereunder, and if the default is reasonably susceptible of being cured by Lender only after Lender obtains possession of the Demised Premises by appointment of a receiver, institution of foreclosure proceedings or otherwise, Grantor shall take no action to effect a termination of the Lease and Easement until the Lender has had a reasonable opportunity to cure such default and to institute and with reasonable diligence complete foreclosure or other appropriate proceedings to acquire possession of and control over Grantee's interest under this Agreement; but upon condition that the Lender shall (x) pay all sums owed to Grantor hereunder on a timely basis, (y) diligently pursue obtaining possession of the Demised Premises by foreclosure or otherwise, and (z) diligently proceed to cure such default. No Lender shall be required to commence or continue any foreclosure or other proceedings or to obtain or continue possession of the Premises, except as specified above as a prerequisite for exercise or preservation of Lender's rights.

iv. A Lender may succeed to the interest of Grantee under this Agreement by foreclosure or other enforcement proceedings, or by obtaining an assignment of this Agreement in lieu of foreclosure or through settlement of or arising out of any pending or threatened foreclosure proceeding, without Grantee's consent, but such interest shall be subject and subordinate to Grantor's fee interest in the Premises. In such event, Lender shall have the right thereafter to assign this Agreement, upon prior written consent by Grantor, which consent shall not be unreasonably withheld. Any such assignee consented to by Grantor shall take such assignment subject and subordinate to all terms of this Agreement. Lender shall immediately give written notice to Grantor of the name and address of such assignee. Such assignee shall become the Grantee, and shall be substituted for the Lender as the Grantee and holder of this Lease and Easement for all purposes, as of the effective date of such assignment; and from and after the effective date of such assignment Lender shall be released from all liability under this Agreement thereafter arising (it being understood that Grantee shall continue to be liable for sums due Grantor hereunder which may have accrued prior to such effective date of such assignment) or extensions thereof, and all indebtedness now or hereafter secured thereby and all interest therein.

9. Insurance, Release and Hold Harmless.

a. Grantee's Insurance. Grantee shall, at Grantee's sole cost and expense, procure and continue in force during the term of this Agreement, including any Renewal Term:

i) Workers' Compensation Insurance (at statutory limits) and Employer's Liability Insurance with minimum limits of $500,000; and

ii) Comprehensive General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than $2,000,000 combined single limit

All policies shall be written by an insurer acceptable to Grantor licensed to do business within the State where the Demised Premises are located and shall provide a thirty (30) day notice of cancellation to Grantor. Such insurance shall name Grantor, Grantor's property manager, as additional insureds. All policies, including any renewals thereof, must specify that such coverage shall not be canceled or materially changed without a minimum of thirty (30) days prior written notification to Grantor.

b. Grantor's Insurance. Grantor shall, at Grantor's sole cost and expense, procure and continue in force during the Term, a commercial general liability and property damage insurance policy on an occurrence basis in an amount not less than $1,000,000 combined single limit. Grantor shall keep all improvements on the Property continuously insured against loss by fire with extended coverage. All coverage shall name Grantee as additional insured, be issued by insurance companies and be in form reasonably acceptable to Grantee. Upon request of Grantee, Grantor shall provide from time to time a certificate of insurance to Grantee evidencing such coverage.

c. Grantee shall require that its contractors (and any subcontractors) produce, prior to commencing any installation, repair, or maintenance work on the Demised Premises, a certificate of original insurance policy evidencing that the following insurance is maintained: (i) Comprehensive General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than $1,000,000 combined single limit; (ii) Commercial Liability Insurance with minimum limits no less than $1,000,000 combined single limit and Builder's Risk Insurance with limit not less than 100% of the estimated value of the improvements being constructed by or on behalf of Grantee. All policies shall name Grantor, Grantor's property manager, as additional insureds, and all shall contain a thirty (30) day written notice of cancellation to Grantor.

d. Grantee agrees that Grantor and its partners, officers, employees and agents shall not be liable to Grantee, and Grantee hereby releases such parties, for any personal injury or damage to or loss of personal property in the Demised Premises from any cause whatsoever unless such damage, loss or injury is the result of the negligence or willful misconduct of Grantor or its partners, officers, employees or agents, and Grantor and its partners, officers or employees shall not be liable to Grantee for any such damage or loss whether or not the result of their negligence to the extent Grantee is compensated therefore by Grantee's insurance or would have been compensated therefore under commonly available commercial policies, and Grantor shall in no event be liable to Grantee for any consequential damages.

e. Grantor agrees that Grantee and its members, officers, employees and agents shall not be liable to Grantor, and Grantor hereby releases such parties, for any personal injury or damage to or loss of personal property in any part of the Property other than the Demised Premises from any cause whatsoever unless such damage, loss or injury is the result of the negligence or willful misconduct of Grantee, or its members, officers, employees or agents, and Grantee and its members, officers or employees shall not be liable to Grantor for any such damage or loss whether or not the result of their negligence to the extent Grantor is compensated therefore by Grantor's insurance or would have been compensated therefore under commonly available commercial policies, and Grantee shall in no event be liable to Grantor for any consequential damages.

f. Grantee shall defend, indemnify and save harmless Grantor and its agents and employees against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Grantor and/or its agents or employees solely by reason of any of the following which shall occur during the Term of this Agreement: (i) any work or act done in, on or about the Demised Premises or any part thereof at the direction of Grantee or any tenants or subtenants, and their respective agents, contractors, subcontractors, servants, employees, licensees or invitees, except if such work or act is done or performed by Grantor or its agents or employees; (ii) any negligence or other wrongful act or omission on the part of Grantee or any of its tenants or subtenants or any of their respective agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees; (iii) any accident, injury or damage to any person or property occurring in, on or about the Demised Premises or any part thereof, except to the extent caused by the negligence or willful misconduct of Grantor, its employees or agents; (iv) any failure on the part of Grantee, its tenants or subtenants, to perform or comply with any of the covenants,

agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with, and (v) arising in connection with the transactions contemplated under the terms of this Master Agreement, except that Grantee shall not be liable for and shall not indemnify and protect Grantor with respect to any losses associated with Grantor's lost business opportunities, lost profits, business losses or any consequential damages, all of which may have resulted from Grantee's failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement.

g. Grantor shall defend, indemnify and save harmless Grantee and its agents and employees against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Grantee and/or its agents or employees by reason of any solely to the extent of any of the following which shall occur during the term of this Agreement, or after the expiration date hereof when Grantee may have been given access to or possession of all or any part of the Demised Premises: (i) any work or act done in, on or about the Property or any part thereof, other than the Demised Premises, at the direction of Grantor, its agents, contractors, subcontractors, servants, employees, licensees or invitees, except if such work or act is done or performed by Grantee or its agents or employees; (ii) any negligence or other wrongful act or omission on the part of Grantor or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees; (iii) any accident, injury or damage to any person or property occurring in, on or about the Property or any part thereof (other than the Demised Premises), unless caused by the negligence or misconduct of Grantee, its employees or agents; and (iv) any failure on the part of Grantor to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with, except that Grantor shall not be liable for and shall not indemnify and protect Grantee with respect to any losses associated with Grantee's lost business opportunities, lost profits, business losses or any consequential damages, all of which may have resulted from Grantor's failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement.

h. Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the term of this Agreement or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Property, to the extent that such loss or damage is recovered under an insurance policy or policies. Each party shall have their respective insurance company issue any such insurance policy with a provision waiving such insurance company's right of subrogation.

i. All claims, obligations, liabilities, or causes of action (whether in contract or in tort, in Law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the execution or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and are those solely of) the entities that are expressly identified as parties in the preamble to this Agreement or any successor in interest to such parties ("Contracting Parties"). No Person who is not a Contracting Party, including without limitation any director, officer, employee, incorporator, member, partner, manager, stockholder, affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any Contracting Party, or any director, officer, employee, incorporator, member, partner, manager, stockholder, affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing ("Nonparty Affiliates"), shall have any liability (whether in contract or in tort, in Law or in equity, or granted by statute) for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance, or breach; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such liabilities, claims, causes of action, and obligations against any such Nonparty Affiliates. Without limiting the foregoing, to the maximum extent permitted by Law, (a) each Contracting Party hereby waives and releases any and all rights, claims, demands, or causes of action that may otherwise be available at Law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose liability of a Contracting Party on any Nonparty Affiliate, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party

disclaims any reliance upon any Nonparty Affiliates with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement.

j. Notwithstanding anything contained in Sections 9(a–b) to the contrary, on the tenth (10th) anniversary of the Effective Date, and on each succeeding tenth (10th) anniversary thereafter, the parties shall review the insurance limits set forth in this Agreement and in the event that industry standard insurance limits for leases similar to the Pre-Existing Leases entered into as of such date have increased, each of Grantor and Grantee shall increase such party's insurance coverage to match such industry standard limits.

10. Events of Default.

It shall be an Event of Default if any one or more of the following events shall occur:

a. Grantee Event of Default. It shall be a Grantee Event of Default if any one or more of the following event shall occur:

i) Grantee shall default in the performance of any other of the terms, conditions or covenants contained in this Lease to be performed or observed by Grantee and Grantee does not remedy such default within thirty (30) days (or ten (10) days in the case of monetary defaults) after written notice thereof is given to Grantee or, if such non-monetary default cannot be remedied in such period, Grantee does not, within thirty (30) days after such notice from Grantor, commence such efforts or acts as shall be necessary to remedy the default and continue to prosecute such efforts and/or acts to completion with reasonable diligence.

b. Grantor Event of Default. It shall be a Grantor Event of Default if any one or more of the following event shall occur:

i) If one or more of Grantor's representations or warranties is false in any material respect as of the Effective Date; or

ii) Grantor shall fail to observe or perform any of the other terms and conditions of this Agreement to be observed or performed by Grantor, and Grantor shall not remedy such failure as soon as reasonably practicable after written notice thereof is given to Grantor, but in no event later than thirty (30) days thereafter, or if such failure is not reasonably susceptible to being remedied within such thirty (30) day period, if Grantor shall not within such thirty (30) day period commence to remedy such failure and thereafter exercise commercially reasonable efforts to prosecute such remedy to completion.

c. Remedies.

i) Upon the occurrence of a Grantee Event of Default, Grantor shall be entitled to pursue any and all legal and equitable rights and remedies permitted by applicable law, including but not limited to (i) compelling performance by Grantee of its obligations under this Agreement by specific performance or any other lawful means or (ii) to terminating this Agreement on at least ten (10) days' notice to Grantee (provided Grantee has made no substantial efforts to cure such Event of Default) and, on the date specified in such notice, this Agreement and the term hereby demised and all rights of Grantee hereunder shall expire and terminate.

ii) Upon the occurrence of an Grantor Event of Default, Grantee may at Grantee's sole election, shall be entitled to pursue any and all legal and equitable rights and remedies permitted by applicable law, including but not limited to (i) compelling performance by Grantor of its obligations under this Agreement by specific performance or any other lawful means or (ii) terminating this Agreement, in which case Grantor shall be obligated to pay Grantee a fee (the "Early Termination Fee") computed by multiplying the Assignment Fee by a factor equal to 100% less 8% for each annual anniversary of the Effective Date which has passed at the time of termination; *provided* that this remedy shall only be available to Grantee in the event that the Event of Default is of the nature that causes Existing Tenants to terminate the Pre-Existing Leases or cease making rental payments under the Pre-Existing Leases, other than on a temporary basis not to exceed six (6) payments in the aggregate.

11. Utilities.

To the extent that that telecommunications, power and other utilities are generally available at the Property for use by Grantee, Grantor shall pay for the electrical power used by Equipment at the Property and shall invoice Grantee for its pro rata share of same, except as otherwise set forth in the Pre-Existing Leases. To the extent that telecommunications, power and other utilities are not generally available at the Property for use by Grantee, Grantee, at its sole cost and expense, shall be responsible for (a) running, installing, maintaining and operating electrical power feeds, phone lines and other utilities to its Equipment in accordance with detailed engineering drawings previously submitted to Grantor for its approval and (b) paying the monthly utility charges for the Equipment.

12. Casualty and Condemnation.

a. In case of damage to the Property or the Demised Premises or those portions of the Property or the Demised Premises which are essential to the operation of the Equipment, by fire or other casualty, Grantor shall, at its expense but to the extent of the availability of insurance proceeds, cause the damage to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies, Governmental Regulations, and for delays beyond the control of Grantor, including a "force majeure". Grantor shall not, however, be obligated to repair, restore, or rebuild any of Grantee's (or any sublessee's under a Pre-Existing Lease or Permitted Sublease) personal property, including but not limited to the Equipment. In the event the damage shall involve the Property generally and shall be so extensive that Grantor shall decide, at its sole discretion, not to repair or rebuild the Property, or if the casualty shall not be of a type insured against under standard fire policies with extended type coverage, or if the holder of any mortgage, deed of trust or similar security interest covering the Property shall not permit the application of adequate insurance proceeds for repair or restoration, this Agreement shall, at the sole option of Grantor, exercisable by written notice to Grantee given within twenty (20) days after Grantor is notified of or otherwise becomes aware of the occurrence of the casualty, be terminated as of the date of such casualty; *provided* that in such event, Grantor shall pay to Grantee the Early Termination Fee. Notwithstanding the foregoing, so long as the fire or other casualty is not the result of any act or failure to act by Grantee (or any of the Existing Tenants) shall be permitted to terminate this Agreement in the event the Demised Premises have been rendered unusable for Grantee's intended purpose, and (i) Grantor's estimated period for completion of the repair and restoration of the Property exceeds ninety (90) days (Grantor shall deliver such estimate to Grantee within twenty (20) days after the casualty), or (ii) Grantor does not complete such restoration within ninety (90) days from the date of such casualty (by giving Grantor five (5) Business Days notice at the expiration of such ninety (90) day period) .

b. If at any time during the term of this Agreement all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Grantee's or Existing Tenants' use in a commercially reasonable manner) of the Demised Premises or the buildings and improvements located on the Property shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Grantee may terminate this Agreement by providing written notice to Grantor within thirty (30) days of such condemnation or eminent domain action, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid Rent shall be apportioned as of said date and reimbursed to Grantee. Grantor and Grantee shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any taking of less than all or substantially all of the Demised Premises, this Agreement shall continue and each of Grantor and Grantee shall be entitled to pursue their own separate awards with respect to such taking.

13. Quiet Enjoyment.

Grantor covenants and warrants that Grantee and Existing Tenants shall have the quiet enjoyment of the Demised Premises, and Grantee shall not be disturbed as long as Grantee is not in default beyond any applicable grace or cure period.

14. Subordination; Non-Disturbance Agreement.

The real property interests conveyed in this Agreement are and shall be subject and subordinate to all ground or underlying leases from which Grantor derives its interest in the Property or mortgages

or deeds of trust encumbering the Property which are executed after the date hereof, provided, Grantee has received a subordination, non-disturbance and attornment agreement from the lessor under any such ground or underlying lease, any superior title holder, Grantor's mortgagee or beneficiary under a deed of trust (in each case whether pre-dating this Agreement or executed after this Agreement). Upon Grantor's request, Grantee shall execute, within fifteen (15) days after request, any such party's form subordination, non-disturbance and attornment agreement to the extent in commercially standard form for the industry.

15. Waiver of Liens.

Grantor hereby waives any and all statutory liens which Grantor may have with respect to any of Grantee's or Existing Tenants' assets (including the Equipment) which have been pledged for or serve as collateral for any of Grantee's or Existing Tenants' existing or future loans or lines of credit.

16. Fees, Expenses and Other Payments. All costs and expenses incurred in connection with any transfer taxes, sales taxes, recording or documentary taxes, stamps or other charges levied by any governmental authority in connection with this Lease and the consummation of the transactions contemplated hereby shall be borne by equally by Grantor, on the one hand, and Grantee, on the other hand. The parties shall cooperate in obtaining any available exemptions with respect to any of the costs or expenses allocated under this Section 16.

17. Notices.

All notices, demands, requests and other communications hereunder shall be in writing either personally delivered or mailed, via certified mail, return receipt requested, or sent by overnight courier or email to the following addresses:

If to Grantor, to:

111 Busse Partners, LLC
111 W. Wesley Street, Suite 5
Wheaton, Illinois 60187
Attention: Jeff Brown & Gus Dahleh
Email: jbrown@t2investments.com and g.dahleh@hotmail.com

with a copy to (which shall not constitute notice to the Grantor):

Levin Ginsburg
180 N. LaSalle Street, Suite 3200
Chicago, Illinois 60601
Attention: Jeffrey M. Galkin, Esq.
Email: jgalkin@lgattorneys.com

And if to Grantee, to:

Vertical Bridge Towers, LLC
951 Broken Sound Parkway, Suite 320
Boca Raton, Florida 33487
Attention: Chief Executive Officer and General Counsel
E-mail: agellman@verticalbridge.com and dmarinberg@verticalbridge.com

with a copy to (which shall not constitute notice to the Grantee):

Kleinbard Bell & Brecker LLP
One Liberty Place, 46th Floor
1650 Market Street
Philadelphia, PA 19103
Attention: Michael A. Frattone, Esq.
Email: mfrattone@kleinbard.com

Notices will be deemed to have been given upon either receipt or rejection. Unless or until either of the respective addresses is changed by notice in writing sent to the other party as set forth above, thereafter to the address contained in such notice.

18. Successors and Assigns.

The real property interests conveyed in this Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

19. Miscellaneous.

a. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

b. Either party shall execute a Memorandum or Notice of Lease in standard form to be recorded in the appropriate registry of land records office.

c. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Demised Premises are located.

d. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreement. Any amendment to this Agreement must be in writing and executed by both parties.

20. Definitions. As used in this Agreement, the following terms have the meanings set forth, or incorporated by reference, in this Agreement:

"Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks in the state in which the Property is located are closed.

"Commence," "Commences" or "Commenced" means, with respect to the Cricket Lease, Cricket Wireless has commenced paying regularly scheduled installments of rent pursuant to the terms thereof and has substantially completed installation of its equipment on the Pre-Existing Tenant Site relating thereto.

"Environmental Laws" means all present and future federal, state and local laws, statutes, rules, ordinances, and regulations relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata), including, without limitation, laws, statutes, rules, ordinances and regulations relating to emissions, discharges, releases of Hazardous Substances, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§ 2601 et seq.; the Water Pollution Control Act (also known as the Clean Water Act), 33 U.S.C. § 1251 et seq.; the Clean Air 42 U.S.C. § 7401 et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act, as the same may be hereafter amended or modified.

"Existing Mortgages" means all mortgages, deeds of trust, and other liens on the Property as of the Effective Date disclosed to Tenant by Landlord with respect to the Property.

"Future Lender" means with respect to the Property, the lender under any loan made after the date hereof.

"Governmental Authority" means any United States federal, state, regional or local (or other political subdivision) or any foreign government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body, or any Person with jurisdiction exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or quasi-governmental issues.

"Grantor's Knowledge" means the actual knowledge of Gus Dahleh as of the date hereof.

"Hazardous Substance" means any waste or substance which is: (a) included within the definition of "hazardous substances," "hazardous materials," "hazardous waste", "pollutants", "toxic substances," or "solid waste" in or pursuant to any Environmental Law, or subject to regulation under any Environmental Law; (b)listed in the United States Department of Transportation Optional Hazardous Materials Table, 49 C.F.R. § 172.101 enacted as of the date hereof or hereafter amended, or in the United States Environmental Protection Agency List of Hazardous Substances and Reportable Quantities, 40 C.F.R. Part 302, as enacted as of the date hereof or as hereafter amended; or (c) an explosive, radioactive, asbestos, polychlorinated biphenyl, oil or petroleum

"Impositions" means all real estate, ad valorem and personal property taxes, assessments (special or otherwise), sewer and water rents, rates and charges, transit taxes, county taxes and any other governmental levies, impositions or charges of any nature, whether general, special, ordinary, extraordinary, foreseen or unforeseen, which may be or become payable with respect to, or be assessed, levied or imposed upon all or any part of the Property, whether or not the same constitute one or more tax lots, including any of the same resulting from a reassessment (for whatever reasons) of the Property, and all expenses, including fees and disbursements of counsel, experts and consultants, reasonably incurred by, or reimbursable by, Grantor in connection with the assessment process or any application for a reduction in the assessed valuation for the Property or for a judicial review thereof.

"Laws" means any statute, law, treaty, ordinance, regulation, rule, code, determination, authorization, permit, license, requirement, order, judgment, injunction or decree of any Governmental Authority, and any judicial or administrative interpretation thereof, and any other requirement or rule of law,

"Loan Documents" means all documents, instruments and agreements relating to any loan now or hereafter secured in whole or in part by any portion of the Property, the Pre-Existing Leases or Grantor's interest in the Equipment.

"Permitted Encumbrances" means the Existing Mortgages, any additional mortgages permitted pursuant to this Agreement, the Pre-Existing Leases, and all existing easements and restrictions of record as disclosed on the title report for the Property reviewed by Grantor and Grantee.

"Person" means any individual, sole proprietorship, corporation, general partnership, limited partnership, limited liability company or partnership, joint venture, association, joint stock company, bank, trust, estate, unincorporated organization, any federal, state, county or municipal government (or any agency or political subdivision thereof), endowment fund or any other form of entity.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date aforesaid.

GRANTOR:

111 BUSSE PARTNERS, LLC, an Illinois limited liability company

By: T2 Round Table, LLC, a Delaware limited partnership

By: T2 Opportunity Fund III (Master), LP, a Delaware limited partnership and its sole member

By: T2 Opportunity Fund III, LP, a Delaware limited partnership and its sole member

By: _____
Name: Jeff Brown
Title: Manager

GRANTEE:

VERTICAL BRIDGE REAL ESTATE, LLC, a Delaware limited liability company

By: _____

NAME: Alex Gellman
TITLE: Chief Executive Officer
DATE: _____

EXHIBIT "A"

PRE-EXISTING TENANT SITE

The Site and related Equipment located at 111 E. Busse Avenue, Mt. Prospect, Illinois, 60056, as defined in the Pre-Existing Leases below, and as referred to by the following name and site number, respectively:

#	Site Name	Tenant Name	Curr. Rent	Annualized Rent	Escalation Frequency	Increase Type	Increase amount
1	Mount Prospect	Verizon	$ 2,349.0	$ 28,188.0	A	%	3.00%
2	Mount Prospect	AT&T	$ 3,612.9	$ 43,355.3	A	%	3.00%
3	Mount Prospect	Cricket	$ 2,433.3	$ 29,199.7	A	%	4.00%
			$ 8,395.2	**$ 100,743.00**			

EXHIBIT "B"

DESCRIPTION OF DEMISED PREMISES

LOT 1 IN MOUNT PROSPECT STATE BANK RE-SUBDIVISION NO. 2, BEING A RESUBDIVISION OF PART OF MOUNT PROSPECT STATE BANK RE-SUBDIVISION AND BUSSE AND WILLE'S RESUBDIVISION IN MOUNT PROSPECT, BEING A PART OF THE WEST HALF OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED ON MAY 1, 1974 AS DOCUMENT NO. LR2750490, IN COOK COUNTY, ILLINOIS.

TAX PARCEL NO.: 08-12-109-028-0000

PROPERTY ADDRESS: 111 E. BUSSE AVENUE, MT. PROSPECT, ILLINOIS, 60056

EXHIBIT "C"

FORM OF PERMITTED SUBLEASE

See attached.

Owner Site Number and Name: _____
User Site Number and Name: _____

SITE USE AGREEMENT

This Site Use Agreement ("Agreement") is entered into this __ day of October, 2014 ("Effective Date"), by and between, **VERTICAL BRIDGE REAL ESTATE, LLC**, a Delaware limited liability company ("Owner"), whose address is 951 Broken Sound Parkway, Suite 320, Boca Raton, FL 33487 and _____ ("User"), whose address is _____.

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

1. Premises.

Owner currently leases, subleases, licenses, owns easement rights to, or owns, as applicable, a parcel of land ("Land") and owns and operates a telecommunications equipped rooftop ("Rooftop") located thereon and having a physical location of _____ in the Town of _____, County of _____, State of _____, commonly known as _____ [SITE NUMBER] (the Rooftop and Land are, collectively, the "Site"). The Land is more particularly described in Exhibit A attached hereto and incorporated herein. Owner hereby licenses, leases, subleases, or grants to User, as applicable, and User licenses, leases, subleases and accepts the grant from Owner, as applicable, approximately _____ square feet of the Land and space on the Rooftop at the _____ foot (____') level (collectively, the "Premises") and grants User the right to install utility cables, conduits and pipes from the existing utility termination point on the Premises; said Premises and right-of-way for access being substantially as described in Exhibit B2 annexed hereto. Notwithstanding the foregoing, Owner grants User the non-exclusive right to use the Land to access the Premises and to install, maintain and repair utilities serving the Premises and improvements thereon.

2. Use.

Owner, for the term set forth herein and subject to the terms and conditions of this Agreement, and subject to the Prime Agreement (hereinafter defined), hereby grants to User a lease, sublease, or license, as applicable (referred to as the "Property Right") to use the Premises for (i) the transmission and reception of communication signals pursuant to all rules and regulations of the Federal Communications Commission ("FCC"), and (ii) the construction, alteration, maintenance, operation, repair of antennas, communications equipment, transmission lines and facilities and improvements related thereto as defined in Section 1 above and other improvements relating thereto (collectively, the "Facilities") (all as more fully set forth on Exhibit B1 (collocation application) and Exhibit B2 (rooftop elevation and site plan)) and Modifications (defined below), subject to Section 7(g), and (iii) activities related to any of the foregoing, provided such activities do not require an expansion of the Premises (collectively, "User's Permitted Use"). In no event shall User be permitted to make any Modifications, repairs, or take any action whatsoever with respect to the Rooftop.

3. Term.

The initial term of this Agreement ("Initial Term") shall be ten (10) years, commencing on the Commencement Date (as hereafter defined) unless otherwise terminated as provided in this Agreement. The Agreement shall commence on the earlier of: (A) the first day of the month in which User commences installation of its equipment on the Premises if such installation commences on or before the 15th day of the month, or the first day of the month after User commences installation of its equipment on the Premises if such installation commences after the 15th day of the month; or (B) _____ 1, 201_ (such earlier date the "Commencement Date"). User shall have the right to extend the Term for four (4) successive five (5) year periods (each, a "Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for such successive Renewal Terms unless User notifies Owner of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the commencement of the succeeding Renewal Term. For the purposes of this Agreement, "Term" shall mean the Initial Term and any applicable Renewal Term(s).

Notwithstanding the foregoing, if Owner's rights in the Premises are derived from a Prime Agreement or other similar agreement with a third party and such Prime Agreement has a shorter term or extension terms than those provided for under this Section 3, then User's right to extend this Agreement shall only be for as long as Owner has the right to extend its interest in the same applicable Premises.

4. Conditions Precedent and Rights Prior to Commencement Date.

(a) Notwithstanding anything to the contrary herein, the Commencement Date may only be delayed (if requested in writing by User and agreed upon by Owner with respect to clause (i)) in order to permit each of the following conditions to be satisfied and in no event beyond satisfaction of such conditions:

(i) User has diligently applied, pursued and obtained all governmental licenses, permits and approvals required of User for its use of the Premises, including without limitation applications for zoning variances, and administrative or special use permits (collectively referred to as "Governmental Approvals"); provided that User shall have the right, without the obligation to do so, to appeal any denial by a governmental agency, and the contingency date for obtaining Governmental Approvals shall be extended until such time as a final decision is rendered that is not the subject of any further appeal timely made or defended by User. Notwithstanding anything to the contrary herein, if the approval process is not completed on or before [INSERT 90 DAYS AFTER DATE IN SECTION 3(B) _____ 1, 201__], User must commence payment of the Use Fee (defined below) or may terminate this Agreement. Owner agrees to make reasonable efforts to cooperate with User and join in any application for Governmental Approvals, provided, however, that Owner shall be reimbursed by User for any of Owner's reasonable out-of-pocket costs associated with the foregoing within thirty (30) days of User's receipt of an itemized statement of such costs together with all supporting documentation;

(ii) Owner obtains consent to this Agreement from the owner of the Land or any ground lessor (if other than Owner), provided such consent is required; and Owner provides User with a true and correct copy (subject to redaction of economic, financial, and confidential terms) of either (a) that certain [_____ Agreement dated _____, 201_] ("Prime Agreement"), by and between Owner and Owner's landlord ("Prime Landlord") pursuant to which the Owner is leasing, subleasing, using (by way of easement), or licensing the Land or (b) a deed evidencing Owner as the owner in the fee simple interest of the Land.

(b) The parties further agree that prior to the Commencement Date:

(i) User, at its sole cost and expense, shall have the right to obtain a title report or commitment for a title policy from a title insurance company of its choice. If, in the reasonable opinion of the User, such title report shows any defects of title or liens or encumbrances which materially and adversely affect User's proposed use of the Premises, User shall notify Owner of such defect, lien or encumbrance, provide a copy of the applicable title report to User, and, at Owner's sole option, Owner may undertake to remedy or cure the defect, lien or encumbrance, or provide User with a title policy for Owner's interest in the Premises with such matter deleted or affirmatively insured over by the title company. In the event Owner has not completed the remedy of the defect within sixty (60) days from notification by User, User shall have the right to terminate this Agreement immediately upon written notice to Owner. If User does not obtain a title report or does not provide notice of any defect, lien or encumbrance to Owner as provided in this paragraph (i) prior to the Commencement Date, User shall be deemed to have waived any objection to any such matters;

(ii) User shall have the right to have the Site surveyed and to have structural rooftop analyses performed. Any structural rooftop analyses shall be performed by Owner upon User's prior written request, and User shall pay to Owner Owner's then current rate for any such structural rooftop analyses requested. In the event that any defects are shown by the survey or the structural analyses, which in the reasonable opinion of User, may materially and adversely affect User's intended use of the Site, User shall have the right to extend out the Commencement date as maybe mutually agreed or terminate this Agreement immediately upon written notice to Owner, so long as User provides Owner with

reasonable documentation confirming the unsuitability of the Site based on matters shown in the Survey or matters shown in the structural analysis; and

(c) The parties acknowledge and agree that a failure to satisfy the conditions set forth in Section 4 (a) above, or User's termination of this Agreement pursuant to its rights under Section 4 (b) above, shall relieve User and Owner from any of their respective obligations to perform under this Agreement.

5. Use Fee.

User shall pay to Owner a monthly fee, which fee is, in the case of a lease, sublease or easement rights, a rental payment, or in the case of a license, a license fee, in the amount of _____ Dollars ($_____.00) per month ("Use Fee"), payable on the first day of the month, in advance, beginning on the Commencement Date. The Use Fee for any partial month during the Term shall be pro-rated based on the number of days of the Term in said month, as applicable; and Owner shall have the duty to reimburse any pre-paid Use Fee (to the extent User is not then in default), which duty shall survive termination of this agreement. The Use Fee shall be increased by three (3%) percent (the "Annual Adjustment Rate") on each annual anniversary of the Commencement Date. The Use Fee shall be mailed (or sent via electronic methods as agreed to by the parties in writing) to the following address:

Vertical Bridge Real Estate, LLC
951 Broken Sound Parkway
Suite 320
Boca Raton, FL 33487

If the Use Fee is not paid in accordance with the terms hereof, User will pay interest on the past due amounts at the rate of: (1) one and one-half percent (1.5%) per month, or (ii) the maximum, non-usurious interest rate permitted by applicable law.

6. Tests and Construction.

(a) Upon prior notice to Owner, User shall have the right at any time following the Effective Date to enter upon the Land for the purpose of (i) making necessary engineering surveys, inspections, soil tests, borings, other reasonably necessary tests, and (ii) constructing the Facilities; provided, however, such tests and construction shall be at User's sole cost and expense and in no event shall User be permitted to conduct any Phase II environmental or similar testing. Prior to accessing the property to perform any such surveys, inspections, soil test, and other tests, User shall provide a certificate of insurance naming Owner as additional insured and indicating such coverages and amounts as Owner may reasonably request. Upon User's request, Owner agrees to provide promptly to User copies of all plans, specifications, surveys and rooftop maps for the Land or Rooftop in Owner's possession or available to Owner and not covered by any existing confidentiality obligation ("Collocation Package"). Prior to installation of the Facilities on the Rooftop, User shall pay for any and all costs associated with any appropriate structural analyses which will be performed by Owner to determine if the physical condition of the Rooftop is structurally sound for User's intended installation and use. Such analysis must be performed by Owner prior to engaging in any activity pursuant to Section 7. User shall indemnify and hold harmless Owner and its affiliates from and against any loss or damage to person or property suffered or incurred by Owner or any of its affiliates arising from or in any way relating to User's entry upon and conduct of tests, inspections, and construction as set forth in this paragraph (a). Such indemnity shall be effective even prior to the Commencement Date, and survive the termination or expiration of this Agreement.

(b) Prior to the initial installation of, or any material modification to, the Facilities, User shall submit its construction and installation plans and list of contractors and subcontractors, along with their respective certificates of insurance meeting the minimum levels required by Owner, to Owner in writing and Owner shall approve such plans and lists, which approval shall not be unreasonably withheld, delayed or conditioned. User shall not alter any plans approved by Owner without following the procedures set forth above. User shall be responsible for grounding all external and internal wiring and cabling installed by User. User shall

not interfere with or damage any equipment or property of any other tenants, licensees, or third parties at the Site. User shall promptly notify Owner if its intended installation schedule is going to change from what was submitted to and approved by Owner.

(c) Owner represents and warrants that all operations conducted by Owner in connection with the Site (including the rooftop lighting systems, if applicable) meet with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable codes and regulations of the city, county and state in which the Site is located. Owner shall maintain its lighting systems, rooftop antenna, transmission lines and, if applicable, communications building in proper operating and safe condition and shall comply with all notice requirements of the Federal Aviation Administration regarding the failure, malfunction or repairs of the rooftop lighting systems. The cost of painting and repairing Owner's Rooftop shall be borne by Owner unless the damage to the Rooftop is caused by User, in which case Owner shall repair such damage and User will reimburse Owner for all costs and expenses incurred by Owner in connection with such repair.

7. Facilities; Utilities; Access, Construction and Installation; Modifications.

(a) User, at its sole cost and expense, has the right to install, maintain and operate on the Premises wireless, radio and related communication facilities, including transmission lines and utility lines, an air conditioned equipment shelter or cabinets, electronic equipment, radio transmitting and receiving antennas and supporting structures as set forth in Section 2 and more fully described in Exhibit B1. All construction and installation work shall be performed in a good and workmanlike manner. User shall hold title to the Facilities and the Facilities shall remain User's personal property and are not fixtures. If the Rooftop is painted as required to be in compliance with codes and regulations, License as part of its installation shall paint to match as nearly as possible the color of any antennas and transmission lines to the color of the Rooftop as required for compliance at User's sole cost and expense. In the event any Rooftop modifications are required, regardless of type, such modifications are to be performed by Owner at User's sole cost and expense, and upon completion, shall be considered a fixture and part of the Rooftop and therefore Owner's property.

(b) Prior to the initial installation of the Facilities or any subsequent installations or alterations, User shall submit detailed engineering plans and specifications of the planned installation along with its installation schedule to Owner for Owner's written approval, which approval will not be unreasonably withheld, delayed or conditioned and shall be granted or denied within ten (10) business days of receipt thereof by Owner. Owner's approval of any installation is not a representation that such installation is in compliance with applicable laws, ordinances, rules and regulations or that it will not cause interference with other communications operations on the Site. In addition, User may, at its sole cost and expense, make such improvements (including adding or replacing equipment cabinets) within the Premises as it deems necessary from time to time for the operation of the Facilities, provided, however, that User remains within its leased area and shall comply with all required plan approvals as set forth in this Section as well as any other installation requirements set forth herein and that such improvements may not exceed the number, weight or dimensions of antennas, diameter of transmission lines nor the boundaries of the Premises as described herein.

(c) User shall draw electricity by separate utility service from any utility company that will provide service to the Site, and shall pay the costs of such utilities directly. Any easement necessary for such power or other utilities will be at a location acceptable to Owner, the User and the servicing utility company, such acceptance not to be unreasonably withheld, delayed or conditioned by either User or Owner. All costs and expenses of obtaining and maintaining utilities shall be borne by User.

(d) User shall have the right, at its sole cost and expense, to install a temporary emergency generator upon the Land, at a location designated and approved by Owner, provided sufficient space is available, and it must be removed within five (5) days of the emergency need unless otherwise mutually agreed and approved by Owner and User. User covenants that any such installation and use of the previously described equipment shall be in compliance with any applicable federal, state, or local environmental, health, fire, community awareness, safety laws or other applicable laws or regulations, now or hereafter enacted or promulgated by any governmental authority or court ruling having jurisdiction over the Site, including, without limitation, any applicable guidelines promulgated by the Environmental Protection Agency.

(e) User and User's employees, agents and subcontractors may enter on or across the Land twenty-four (24) hours a day, seven (7) days a week, at no charge, to obtain entry into the Premises for the purpose of constructing, installing, operating, maintaining and repairing those parts of the Facilities as are ground-based; provided, however, that User will notify Owner at least two (2) business days prior to commencing User's initial installation. Such access shall be as shown on Exhibit B2. User shall not, without prior notice to and approval from Owner, perform or arrange to be performed the initial or any material installation, maintenance or repair of the Facilities on the Rooftop. Any emergency installation, maintenance or repair of the Facilities, which is a material installation, maintenance, modification or repair of the Facilities on the Rooftop, shall be performed only with prior written approval from Owner.

(f) Upon completion of User's installation, User shall pay to Owner a construction inspection fee of $2,500.00 or Owner's then current fee for inspections, payable within thirty (30) days upon receipt of the invoice from the Owner.

(g) Modifications. Should User desire to make any installations, modifications, additions, changes, alterations or upgrades to its Facilities or Premises (collectively "Modifications") which would require an enlargement of the Premises or affect the loading on the Rooftop beyond the capacity originally approved under this Agreement, then User must inform the Owner who will coordinate and manage such expansions and Modifications, and receive Owner's prior written approval, which approval may be conditioned upon payment of fixed fees and/or increased rental or Use Fee obligations in Owner's sole discretion. In addition, such Modifications shall be subject to all governmental approvals and all requirements herein. Owner may require, in its sole discretion, that a new structural analysis of the Rooftop be performed in connection with any such enlargement or Modification to User's Facilities or Premises. Such structural analysis shall performed by Owner at the sole expense of User at Owner's then current rate for structural analyses.

Owner will perform or cause to be performed such Modifications as it deems fit through its own providers and contractors. User shall contribute to Owner its respective share of any failure or overloading of the Rooftop caused by User's Modifications as identified by any structural analysis, it being understood that such analysis shall be performed on the basis of Rev G or any future standard that may replace Rev G.

In the event User performs any Modifications to the Facilities or Premises without the prior written approval of Owner, any such Modifications shall be subject to an additional monthly fee ("Additional Use Fee"). The Additional Use Fee for each unapproved Modification shall be one hundred fifty percent (150%) of Owner's current rate at the time of discovery of such unapproved Modification, accruing from the date such unapproved Modification was effected.

(h) In connection with the initial installation of User's Facilities and any Modifications, User shall not commence such installation or Modification without first obtaining a Notice to Proceed from Owner after completion of Owner's Notice to Proceed checklist. Unless otherwise expressly provided in the Notice to Proceed, the Notice to Proceed shall expire within three (3) months from date of issue.

8. Non-Interference.

(a) Owner may enter into lease, sublease or license agreements with other companies for use of the Site, provided that Owner shall require such lessee, sublessee or licensee ("New User") to install equipment of types and frequencies that will not cause interference to User's operations then being conducted from the Premises. Owner agrees that in the event such New User causes interference with the Facilities, Owner will require such New User to take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by Owner of notice from User of the existence of interference, Owner shall take such actions as are permitted by law and can be conducted without breach of the peace such as causing such New User to disconnect the electric power and shut down such New User's interfering equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. If such interference is not rectified to the reasonable satisfaction of Owner within thirty (30) days after receipt by Owner of such notice from User, Owner

shall cause such New User to remove such New User's interfering equipment from the Site. User agrees to exercise its best efforts to reasonably cooperate with Owner and any New Users to try to resolve any interference issues or problems which may arise regarding interference by such New User's Facilities (at the expense of such occupants or Owner).

(b) User agrees that in the event the Facilities cause interference with any existing equipment which was placed upon the Rooftop prior to the Commencement Date, or subsequently adds or modifies its Facilities which addition or Modification causes interference with any equipment existing upon the Rooftop as of the time of the addition or Modification, User shall take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by User from Owner of notice of the existence of interference, User shall cease operation of the Facilities (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. If such interference is not rectified to the reasonable satisfaction of Owner within fifteen (15) days after receipt by User of such notice from Owner, User shall remove such interfering equipment from the Site. User covenants that the Facilities shall be operated in compliance with all applicable federal, state and local laws, ordinances and regulations. In no event shall User alter the operations of the Facilities or replace, upgrade or otherwise Modify the Facilities in a manner which will cause interference with the operations of any other equipment which is then in existence on the Rooftop.

(c) If antenna power output ("RF Emissions") becomes subject to any restrictions imposed by the Federal Communications Commission ("FCC") or any other government agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if the Site otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, User shall comply with Owner's reasonable requests for modifications to the Facilities which are reasonably necessary for Owner to comply with such limits, rules, regulations, restrictions or ordinances. Owner also shall request any other user(s) of the Rooftop to modify its equipment or otherwise assist in any actions which are reasonably necessary to comply with such limits, rules, regulations, restrictions or ordinances. The RF Emissions requirements of User shall be subordinate to any prior users of the Site. Similarly, the RF Emissions of users subsequent to User shall become subordinate to any requirements of User. If Owner or User require an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such evaluation or study shall be shared equally between Owner, User, and any other users of the Site. If said study indicates that RF Emissions at the Site do not comply with MPE limits, then Owner, User, and any subsequent tenants shall immediately take any steps necessary to ensure that they are individually, and collectively, in compliance with such limits or shall at the demand of Owner cease operations until a maintenance program or other mitigating measures can be implemented to comply with MPE limits. User shall have the right to terminate this Agreement in the event that such mitigation measures cannot be implemented without materially and adversely affecting the operation of the Facilities.

9. Taxes.

In addition to the Use Fee, User shall pay the Owner an annual payment equal to the greater of: (A) $1,500 (the "Minimum Tax Fee") or (B) its pro rata share of any increase in taxes or other assessments, including but not limited to real estate taxes, and any new taxes or assessments levied against the Owner or the owner of the Site due to or by reason of User's use of the Site; provided, however, in no event shall User be responsible for income or other similar taxes based upon the profit to Owner. For all such payments due in excess of the Minimum Tax Fee, Owner shall use best efforts to provide User with proper and sufficient documentation relative to the charges. In the event that sufficient documentation is not provided by taxing authority which details the percentage of the tax bill directly associated to User, then User's share of the taxes due shall be a fraction that shall have as the numerator the number one (1) and as the denominator the number determined by adding one (1) plus the total maximum number of potential Cellular and/or PCS tenants that could feasibly be accommodated on the Rooftop ("User's Ratable Share"). User shall pay to Owner the Minimum Tax Fee on January 1st of each year (which payment shall be for the taxes and assessments for the upcoming calendar year), and any amount in excess of $1,500 per year due hereunder within ten (10) days of receipt of written request from Owner, which request shall include a copy of the tax assessment for which reimbursement is being sought. In

the event that Owner fails to pay any such property taxes or other fees and assessments, User shall have the right, but not the obligation, to pay such owed amounts and deduct them from the Use Fee due under this Agreement. User shall have the right to appeal or challenge any such tax or assessment additional to the Minimum Tax Fee so long as (A) no liens or penalties are imposed, or (B) it pays the amount in question first. The Minimum Tax Fee shall increase by the Annual Adjustment Rate each year.

10. Default.

(a) Either party shall be in default under this Agreement if such party materially breaches any of its representations or warranties contained herein or otherwise fails to perform any material duty or obligations under this Agreement and does not cure or remedy such breach of such representations or warranties or such failure to perform within thirty (30) days after receipt of written notice with respect thereto; provided, however, that, if such breach of any representations or warranties or such failure to perform shall necessitate a longer period to cure than thirty (30) days, then such cure period shall be extended for such time as is reasonably necessary to cure such breach of representations or warranties or such failure to perform, as applicable, but only so long as (i) such efforts to cure are commenced within fifteen (15) days of receipt of written notice from the non-defaulting party, and (ii) the defaulting party proceeds diligently and in good faith to effect a cure. Notwithstanding the foregoing, in no event shall the time within which a party may cure a failure in the payment of money exceed a single, ten (10) day period from the date of receipt by the defaulting party of written notice of the existence of the alleged default from the non-defaulting party, without extension, nor shall the time within which a party may cure a failure in the performance of requirements regarding interference exceed a forty-eight (48) hour period or thirty (30) day period whichever may be applicable.

(b) In addition to the foregoing, User shall be in default under this Agreement if:

(i) it shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against User which cannot be dismissed by said party within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of said party's assets, or said party makes an assignment for such purposes for the benefit of creditors;

(ii) The imposition of any lien on the Site except as may be expressly authorized by this Agreement, or an attempt by User or anyone claiming through User to encumber Owner's interest in the Site and the same shall not be dismissed or otherwise removed within thirty (30) days.

(c) Upon the occurrence of a default, the non-defaulting party may pursue any and all remedies available under applicable law and any one or more of the following remedies, separately or concurrently or in any combination, without further notice or demand whatsoever:

(i) The recovery from the defaulting party of all costs and expenses incurred by the non-defaulting party of any of its duties and obligations accrued under this Agreement prior to the effective date of such termination;

(ii) The recovery from the defaulting party of all damages incurred by the non-defaulting party for the breach by the defaulting party of any of its duties and obligations under this Agreement;

(iii) Upon the expiration of the notice period under Section 10 (a) above, Owner may declare to be immediately due and payable, without regard to any early termination of such Term on account of an event of default or other right to terminate this Agreement, a sum equal to (a) all Use Fee and other charges, payments, costs and expenses due from User to Owner and in arrears at the time of the Default, plus (b) the Use Fees reserved for the then entire unexpired balance of the term of this Agreement (taken without regard to any early termination of the Term), plus all other charges, payments, costs and expenses herein agreed to be paid by User up to the end of such Term; and/or

(iv) Owner may terminate this Agreement upon expiration of the notice period under Section 10 (a) and, on the date specified in such notice, this Agreement and the Term are hereby terminated and all rights of User hereunder shall expire and terminate (but not any obligations that expressly survive termination or expiration of this Agreement), and User shall thereupon quit and surrender possession of the Premises to Owner in the condition elsewhere herein required and User shall remain liable to Owner during the removal period as herein provided, unless otherwise agreed by the parties hereto.

11. Termination.

Following the Commencement Date and provided that no default exists at the time of issuance of User's written notice, this Agreement may be terminated by User upon thirty (30) days prior written notice in the event that the User is unable to obtain or maintain, through no fault of its own, any Governmental Approval that is necessary for the construction or operation of the Facilities.

12. Removal of Equipment.

User shall surrender the Premises to Owner prior to the date of expiration or early termination of this Agreement and User shall, at its sole cost and expense, and within thirty (30) days after termination remove the Facilities and restore the Premises to substantially the same condition existing as of the Commencement Date, except for ordinary wear and tear, casualty, or acts of God. In the event the Facilities remain on the Premises more than thirty (30) days following the expiration or early termination of this Agreement (even if it has been disconnected) or if User does not completely surrender the Premises or restore the Site, User shall pay to Owner holdover fees equal to one hundred fifty percent (150%) of the Use Fee then in effect, prorated from the date of expiration or early termination to the date User completes its obligations under this Agreement. If User has not completed its obligations under this Agreement on or before the sixtieth (60th) day following the expiration or early termination, User shall be deemed to have abandoned the Facilities and thereupon, Owner may remove the Facilities and dispose of same in Owner's sole discretion without accounting to User for the value thereof, if any.

13. Casualty and Condemnation.

(a) In case of damage to the Site or those portions of the Site which are essential to the operation of the Facilities, by fire or other casualty, Owner shall, to the extent permitted by its lenders and the Prime Agreement, at its expense, cause the damage to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of governmental regulations, and for delays beyond the control of Owner, including "force majeure". However, Owner shall not be required to repair any damage beyond the extent that insurance proceeds are inadequate to pay for such repairs. Owner shall not, however, be obligated to repair, restore, or rebuild any of User's personal property, including but not limited to the Facilities. Owner shall not be liable for any inconvenience or annoyance to User, or injury to User's business resulting in any way from such damage or the repair thereof except, to the extent and for the time that the Site are thereby rendered unusable for User's intended purpose, the Use Fee shall proportionately abate. Notwithstanding the foregoing, User shall be permitted to terminate this Agreement in the event the Premises have been rendered unusable for User's intended purpose and Owner's estimated period for completion of the repair and restoration exceeds one hundred twenty (120) days.

(b) If the whole or any substantial part of the Site shall be taken by any public authority under the power of eminent domain so as to materially interfere with User's use and occupancy of the Premises, then the Agreement shall terminate as to the part of the Premises so taken, and the Use Fee shall be reduced or abated in proportion to the actual reduction or abatement of use and/or operation of the Premises. Any Use Fee paid in advance shall be refunded to User, as appropriate, within thirty (30) days of User's written demand. User shall be entitled to pursue its interest under a separate claim. In the event that there is sufficient remaining space upon the Site, and with Owner consent as well as the Prime Landlord's consent, if needed, the User

may place a temporary communications facility upon the Site for a period of up to one (1) year after the termination at a rental rate equal to two-third (2/3) of the amount of the rental provided for herein.

14. Insurance.

(a) User, at its own cost and expense, shall carry the following insurance during the term of this Agreement: (i) "All Risk" property insurance which insures the insuring party's property for its full replacement cost; and (ii) Comprehensive General Liability Insurance with a Commercial General Liability endorsement having a minimum limit of liability of $2,000,000 aggregate, with a combined limit of $1,000,000 for bodily injury and/or property damage for any one occurrence, and which includes coverage for hired and non-owned automobiles; and (iii) Excess or Umbrella coverage of $5,000,000. User shall also carry, at its expense, Commercial Automobile and Workers' Compensation at statutory limits. All policies shall name Vertical Bridge Real Estate, LLC, its parents, affiliates, subsidiaries, successors and/or assigns, ATIMA as additional insured. All policies, including any renewals thereof, must specify that such coverage shall not be canceled or materially changed to reduce limits or to terminate waiver of subrogation without a minimum of thirty (30) days prior written notification to Owner. If User's insurer is unable to provide such notice, then User shall provide such written notice to Owner. Such insurance requirements shall be increased at each renewal by current industry standards.

(b) User agrees to require all agents, representatives and contractors who perform any task, installation, modification, upgrade, maintenance, repair and /or removal at the Premises or of the Facilities, including any Modifications, at its own expense to: (i) match User's insurance requirements from section 14(a)(ii), above; (ii) carry Business Automobile Insurance having a minimum limit of $1,000,000 per occurrence; (iii) carry Excess or Umbrella coverage of $5,000,000; and (iv) carry Workers' Compensation Insurance at statutory limits. Said coverage provided by User's agents, representatives and contractors shall be primary and non-contributory. User shall provide Owner with proof of said insurance in the form of a certificate of insurance ("COI"), and Owner must provide its written approval of said insurance coverage before any agent and/or contractor may perform any task, installation, modification, upgrade, maintenance, repair and/or removal at the Premises. Said COI shall list both User and Owner as additional insureds for both current and completed operations coverage. In the event User and any of its agents, representatives and contractors fail to maintain insurance coverage as required herein, User shall indemnify, defend and hold Owner Harmless from any claims, damages, injuries and expenses (including attorneys' fees and court costs) which may arise. All policies shall name *Vertical Bridge Real Estate, LLC, its parents, affiliates, subsidiaries, successors and assigns, ATIMA* as additional insurance. All policies, including renewals thereof, must specify that such coverage shall not be canceled or materially changed to reduce limits or to terminate waiver of subrogation in Owner's and User's favor without a minimum of thirty (30) days prior written notification to Owner. If User's insurer is unable to provide such notice, then User shall provide such written notice to Owner.

15. Indemnification.

(a) User agrees to indemnify, defend and hold Owner and its affiliates, and their respective officers, directors, employees, managers, equity holders, agents, lenders, and representatives (the "Owner Indemnified Parties") harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against Owner Indemnified Parties occurring during the Term of this Agreement or during any period of time prior to the Commencement Date hereof or after the expiration date hereof when User may have been given access to or possession of all or any part of the Premises arising from any work or act done in, on or about the Premises or any part thereof; any negligence or other wrongful act or omission on the part of User or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees (together, "Agents"); any accident, injury or damage to any person or property occurring in or on the Premises or any part thereof, unless caused by the negligence or willful misconduct of the Owner Indemnified Parties.

(b) Owner agrees to indemnify, defend and hold User and its affiliates, and their respective officers, directors, employees, managers, equity holders, agents, lenders, and representatives (the "User Indemnified Parties") harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including

reasonable attorneys' fees and court costs) arising from any willful act or omission or the negligence of Owner or its employees or agents, or the breach of this Agreement except to the extent attributable to the gross negligence or intentional act or omission of the User Indemnified Parties or their respective independent contractors.

(c) Each party hereto hereby waives any and every claim which arises or which may arise in its favor and against the other party hereto during the Term of this Agreement or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the Site, to the extent that such loss or damage is recovered under the respective party's insurance policy or policies. Notwithstanding anything in this Agreement to the contrary, each of User and Owner hereby waives any claim that they may have against the other party with respect to any consequential, punitive, special or incidental damage or lost profits.

(c) This Section shall survive the expiration or earlier termination of this Agreement.

16. Assignment.

(a) The rights of User under this Agreement may not be assigned without the prior written consent of Owner, said consent not to be unreasonably withheld or denied, except that User may assign its rights and delegate its duties hereunder to any firm, corporation, partnership, association, trust or other entity which directly controls, is controlled by, or is under common control of the User or an entity that obtains control of User during the term of this Agreement. For the purposes of this Section, the term "control" means the ownership, direct or indirect, of sufficient voting shares of an entity, or otherwise the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, or the power to veto major policy decisions of any such entity, whether through the ownership of voting securities, by contract or otherwise. In no event may User sublet all or any part of its interest in the Premises, nor shall User permit or engage in co-planing or network sharing. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns. Owner may freely assign its rights and obligations under this Agreement at any time.

(b) Notwithstanding anything else contained herein, User may, without Owner's consent, pledge, mortgage, convey by deed of trust or security deed, assign, create a security interest in, or otherwise execute and deliver any and all instruments for the purpose of securing bona fide indebtedness all or any portion of User's interest in this Agreement, and/or all or any portion of User's right, title, and interest in and to any and/or all of the Facilities. Promptly on User's or User's lender's request, Owner shall execute and deliver, and shall assist in facilitating the execution and delivery of, all documents reasonably requested by any of User's lenders including but not limited to waivers of Owner's right to levy or distrain upon for Use Fee any of User's property given as security for a debt, acknowledgements that none of the Facilities shall become fixtures, consents to giving notice to User's lender(s) in the event of User's default under the provisions of this Agreement, consents to User's assignment to any lender(s) of any and all of User's interest in or to this Agreement and the Facilities and nondisturbance agreements from Owner and Owner's lenders.

17. Waiver of Lien.

User hereby waives any and all lien rights User may have, statutory or otherwise, in and to the Site or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Owner hereby waives any and all lien rights Owner may have, statutory or otherwise, in and to the Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

18. Warranty of Title and Quiet Enjoyment.

Owner warrants that subject to the Prime Agreement: (i) Owner owns, licenses or leases the Land or occupies the Land pursuant to an easement and owns and operates the Rooftop located thereon and has rights of access thereto; (ii) Owner has full

right to make and perform this Agreement; and (iii) Owner covenants and agrees with User that upon User paying the Use Fee and observing and performing all the terms, covenants and conditions on User's part to be observed and performed, User may peacefully and quietly enjoy the Premises.

19. Non-Recourse.

Anything in this Agreement, either expressed or implied, to the contrary notwithstanding, User acknowledges and agrees that each of the covenants, undertakings and agreements herein made on the part of Owner are made and intended not as personal covenants, undertakings and agreements of Owner, or for the purpose of binding Owner personally or the assets of Owner, except Owner's interest in the Site; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Owner, any partner of Owner, any parent, subsidiary or partner of Owner or any partner of Owner, or any of their respective heirs, personal representatives, successors and assigns.

20. Estoppel Certificate.

User agrees that it will from time to time, within ten (10) days after receipt of written request by Owner, execute and deliver to such persons as Owner shall request, a statement, in recordable form, certifying that the Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which fees and other charges payable under the Agreement have been paid, stating that to the best of User's knowledge (without independent investigation) that Owner is not in default under the Agreement (or if User alleges a default, stating the nature of such alleged default), and further stating such other matters as Owner may reasonably request regarding the status of this Agreement.

21. Subordination.

This Agreement is and shall be subordinate to the Prime Agreement and all ground or underlying leases of the entire Land, all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Land or the Premises, and to all renewals, modifications, consolidations and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, User shall execute, within ten (10) days after receipt of written request, any certificate that Owner may reasonably require acknowledging such subordination. Notwithstanding the foregoing, the Owner shall use reasonable efforts to cause any party holding the instrument to which this Agreement is subordinate,, in the event of any foreclosure sale or possessory action, recognize and preserve this Agreement, and, if permitted in such case, this Agreement shall continue in full force and effect and User shall attorn to such party and shall execute, acknowledge and deliver any instrument, in a form reasonably acceptable to User, that has for its purpose and effect the confirmation of such attornment. For the benefit of User if requested, Owner shall use reasonable efforts, but shall have no obligation, to obtain from its current mortgagee a Subordination, Non-Disturbance and Attornment Agreement (an "SNDA"), in which User shall join, under which this Agreement and the rights of User hereunder shall not be affected or modified by foreclosure or the exercise of any other right or remedy by the mortgagee so long as User shall not be in default under any of the provisions of this Agreement beyond any applicable period of grace, and under which User shall attorn to and recognize the mortgagee or any purchaser at foreclosure sale or other successor-in-interest to the Owner as User's licensor hereunder. In addition and notwithstanding anything to the contrary in this Section, User further agrees that this Agreement shall be subordinate to the lien of any mortgages hereafter placed upon the Site The SNDA shall be in the form required by the lender. User covenants and agrees to execute and deliver to Owner or to the lender the SNDA within ten (10) days after receipt of written demand therefore.

22. Maintenance and Repairs.

(a) User shall perform all repairs necessary or appropriate to keep Facilities on or about the Premises or located on any appurtenant rights-of-way or access to the Premises in good and tenantable condition.

(b) Owner, at Owner's sole cost and expense, shall maintain the Site and its improvements thereto in good order and repair and in the condition required to be maintained by Owner pursuant to the Prime Agreement, ordinary and reasonable wear and tear, damage by fire, the elements and other casualty excepted and in substantial compliance with all laws, codes, regulations and orders of any governmental or regulatory entity. Damage resulting from the negligent acts or omissions of User, shall be repaired by User, at User's cost and expense within thirty (30) days of being notified by Owner unless otherwise provided herein.

23. Mechanics Liens.

Owner and User expressly acknowledge and agree that neither User nor any one claiming by, through or under User, including without limitation contractors, sub-contractors, materialmen, mechanics and laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Site nor upon any building or improvement thereon; on the contrary, any such liens are specifically prohibited. All parties with whom User may deal are hereby put on notice that User has no power to subject Owner's interest in the Site to any claim or lien of any kind or character and any persons dealing with User must look solely to the credit of User for payment and not to Owner's interest in the Site or otherwise. User shall allow Owner to post notices of non-responsibility on the Premises. User agrees to allow such notices to remain posted in the Site throughout the construction period and to notify Owner if such notices are damaged or removed. However, if by reason of any alteration, repair, labor performed or materials furnished to the Site for or on behalf of User any mechanic's or materialmen's lien shall be filed, claimed, perfected or otherwise established or as provided by law against the Site, User shall discharge or remove the lien by bonding or otherwise, within thirty (30) days after User receives notice from Owner of the filing of same.

24. Rooftop Marking and Lighting Requirements. Owner covenants that it will keep the Rooftop in good repair as required by all federal, state, county and local laws. Owner shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of rooftops and shall be responsible for the cost and expense of painting and maintaining the Rooftop only.

25. Hazardous Substances.

User agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any law or regulation. Owner represents, warrants and agrees (1) that neither Owner nor, to Owner's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Site in violation of any law of regulation except, as disclosed to User in any environmental reports provided to User and (2) that Owner will not generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any law or regulation. Owner and User each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Site is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This Section shall survive the termination of this Agreement.

26. Labeling. User shall identify its equipment and equipment cabinets (unless such cabinet is located in a building owned by Owner) with labels permanently affixed thereto, indicating User's name, contact phone number, and installation date. User's coaxial cables shall be labeled at both the top and bottom of the Rooftop. If User fails to so identify its equipment, Owner may, after reasonable diligence to identify the owner of the equipment, in its reasonable discretion, declare User to be in default of its obligations under this Agreement, terminate electric power to the Facilities, and remove the Facilities form the Rooftop, or Owner, after fifteen (15) days prior written notice to User, may label User's equipment and assess against User a fee of

$2,000.00 (or Owner's then current fee for same), which shall be immediately due and payable by User upon receipt of invoice from Owner. User's default under this Section 26 shall not be subject to any right to cure otherwise set forth in this Agreement.

27. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or recognized overnight courier to the address of the respective parties set forth below:

As to Owner: Vertical Bridge Real Estate, LLC
951 Broken Sound Parkway
Suite 320
Boca Raton, FL 33487
Attention: Lease Administration
Ref: {Site Number}

As to User: _____
_____
_____
_____

Owner or User may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or rejection.

(e) This Agreement shall be governed by the laws of the State of Florida without regard to the principles of conflict of laws thereunder. Proper venue for any litigation hereunder shall be the courts of Palm Beach County, Florida.

(f) Subject to any restrictions in the Prime Agreement, Owner acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C may be recorded by User, at User's option and expense, in the official records of the County where the Land is located.

(g) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such approval or consent shall not be unreasonably conditioned, delayed, or withheld.

(h) All Exhibits may be executed in duplicate counterparts, each of which shall be deemed an original.

(j) Notwithstanding anything in this Agreement to the contrary, each party hereby waives any claim that they may have against the other party with respect to any consequential, punitive, special or incidental damage or lost profits.

Owner Site Number and Name: _____
User Site Number and Name: _____

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

OWNER:

Vertical Bridge Real Estate, LLC
a Delaware limited liability company

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

USER:

_____
a _____

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

Witnesses for Owner:

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

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

Witnesses for User:

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

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

Owner Site Number and Name: _____
User Site Number and Name: _____

EXHIBIT A
LAND

Owner Site Number and Name: _____
User Site Number and Name: _____

EXHIBIT B-1
Collocation Application

Owner Site Number and Name: _____
User Site Number and Name: _____

EXHIBIT B-2 (PREMISES)
ROOFTOP ELEVATION / SITE PLAN

Owner Site Number and Name: _____
User Site Number and Name: _____

EXHIBIT C
REDACTED GROUND LEASE OR DEED

EXHIBIT "D"

DESIGNATED INTERIOR SPACE

The Leased Premises includes access to a secured interior room, located on the floor immediately below the rooftop. Secured access to the interior room is limited to the Grantor and Grantee. The interior room is equipped with HVAC controls, or if not currently installed, the room is capable of being equipped with such features, as required. Access to telephone and data lines is or can be made available to the interior space. The interior space currently occupied is large enough and structurally sound enough to sustain the weight of any equipment required to support a wireless communications enabled rooftop.

EXHIBIT "E"

Memorandum of Lease

When Recorded Return to:

[Lawyers Title Insurance Corp.\CLSS]
[7130 Glen Forest Drive, Suite 300]
[Richmond, VA 23226]

Prepared by:

[Vertical Bridge Real Estate, LLC]
951 Broken Sound Parkway, Suite 320
Boca Raton, Florida 33487

MEMORANDUM OF LEASE

Site #:_____

Site Name: _____

This Memorandum of Lease is entered into this ____ day of October, 2014 notwithstanding the date on which it is signed, by and between 111 Busse Partners, LLC, an Illinois limited liability company (hereinafter referred to as "Landlord") with its principal place of business at _____ and Vertical Bridge Real Estate, LLC] (together with its successors and permitted assigns hereinafter referred to as "Tenant") with its primary offices at 951 Broken Sound Parkway, Suite 320, Boca Raton, Florida 33487.

1. Landlord and Tenant entered into a Telecommunication Master Lease Agreement ("Lease") on the ____ day of October, 2014 (the "Effective Date"). All of the foregoing are set forth in the Lease.

2. The term of the Lease is for fifty (50) years commencing on the Effective Date and ending at 11:59 p.m. on the day before the fiftieth (50th) annual anniversary of the Effective Date.

3. The premises which is the subject of the Lease is described in Exhibit A annexed hereto.

4. Tenant is entitled to continued rent payments beyond the term of the Lease. All rights to payments survive the expiration of the Lease.

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

111 BUSSE PARTNERS, LLC, an Illinois limited liability company

By: T2 Round Table, LLC, a Delaware limited partnership

By: T2 Opportunity Fund III (Master), LP, a Delaware limited partnership and its sole member

By: T2 Opportunity Fund III, LP, a Delaware limited partnership and its sole member

By: _____
Name: Jeff Brown
Title: Manager

VERTICAL BRIDGE REAL ESTATE, LLC, a Delaware limited liability company

By:_____

NAME: Alex Gellman
TITLE: Chief Executive Officer
DATE: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

Personally appeared before me, the undersigned authority in and for the said county and state on this Day of _____, 2012, within my jurisdiction, the within named Alex Gellman, who acknowledged that he is the Chief Executive Office of [Vertical Bridge Towers, LLC], a Delaware limited liability company and that for and on behalf of the said company, ad as a result of its act and deed he executed the above and the first having been duly authorized by the company to do so

Notary Public

_____

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state on this Day of _____, 2014, within my jurisdiction, the within named , who acknowledged that he is the of _____, and that for and on behalf of the said company, and as a result of its act and deed he executed the above and the first having been duly authorized by the company to do so

_____
Notary Public

EXHIBIT "F"

Easement Agreement

This document prepared by
and after recording, return to:

Daniel Marinberg, Esq., General Counsel
Vertical Bridge Real Estate, LLC
951 Broken Sound Parkway, Suite 320
Boca Raton, FL 33487

Parcel No.:_____ (Space Above for Recorder's Use)

EASEMENT AGREEMENT
AND RESTRICTIVE COVENANTS

This EASEMENT AGREEMENT AND RESTRICTIVE COVENANTS (this "Easement Agreement") is made as of October 31, 2014 ("Effective Date"), by and between **111 Busse Partners, LLC**, an Illinois limited liability company formed under the laws of the State of Illinois, with an address at 111 W. Wesley Street, Suite 5, Wheaton, Illinois 60187 ("Grantor"), and **Vertical Bridge Real Estate, LLC**, a Delaware limited liability company, having an office at 951 Broken Sound Parkway, Suite 320, Boca Raton, FL 33487 ("Grantee").

A. WHEREAS, Grantor is currently the fee owner of that certain improved real property more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Burdened Property");

B. WHEREAS, Grantee and Grantor have entered into an Master Lease & Easement Agreement dated as of October 31, 2014 (the "Master Agreement"); and

C. WHEREAS, pursuant to the Master Agreement, Grantee purchased from Grantor, among other things, (i) the right to lease certain portions of the rooftop of the commercial office building located on the Burdened Property (the "Rooftop") which are presently leased to Verizon Communications and Cricket Wireless, (ii) an easement over certain portions of the Rooftop which are presently leased to Global Tower Assets, LLC ("GTA"), as more particularly described herein, and (iii) Grantor's rights as landlord under the above-referenced leases a communications rooftop and related systems and equipment (collectively the "Rooftop Rights"); and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

(a) Grant of the Easements. Grantor, for itself, its heirs, personal representatives, successors and assigns, hereby grants to Grantee, its heirs, personal representatives, successors, assigns, lessees, sublessees, licensees, customers, agents, and any other party claiming by or through Grantee ("Grantee

Parties"), subject to the rights of GTA, an exclusive easement (the "Rooftop Easement") for the purposes of accessing, operating, and using the Rooftop Easement Premises (as hereinafter defined) (or permitting GTA or any other tenant of Grantee to access, operate and use the Rooftop Easement Premises) for the installation of equipment, including antennas, radio cabinets and other miscellaneous hardware, supporting mounts, equipment shelters and wiring, as well as any access node or similar equipment providing access to the Rooftop Easement Premises for the provision of alternative services such as local exchange, long distance, fiber-optics, video-conferencing, Internet access, cable television, voice communications or data communications ("Equipment"). The Rooftop Easement granted hereunder shall be limited to that portion of the Burdened Property shown on **Exhibit "B"** attached hereto and incorporated herein (the "Rooftop Easement Premises"). Grantee shall have the right to freely lease, sublease, or license space within the Rooftop Easement Premises to tenants, subtenants, or licensees from time to time. Grantee shall have full authority to prohibit entry to any party other than Grantor, its employees, agents and contractors, upon the Rooftop Easement Premises.

(b) The Rooftop Easement is sometimes referred to herein as the "Easement". The Rooftop Easement Premises is sometimes referred to herein as the "Benefited Property".

2. Duration; Consideration. Grantor and Grantee acknowledge and agree that this Easement Agreement and the Easement will be for fifty (50) years from the Effective Date, unless sooner terminated in accordance with the terms of the Master Agreement. Grantor and Grantee understand that full consideration for this Easement Agreement was paid to Grantor under the Master Agreement, that no additional monetary consideration is due in connection with this Easement Agreement, and that so long as the Master Agreement remains in effect, this Easement Agreement is irrevocable. Notwithstanding the foregoing, in the event that Grantee abandons the use of the Easement, upon thirty (30) days prior written notice to Grantee by Grantor of such abandonment, in the event Grantee has not recommenced or acknowledged its use of the Easement, the Easement shall terminate and Grantee shall dismantle and remove the Equipment. For purposes of this Easement Agreement, Grantor may presume abandonment by Grantee has occurred if no equipment or antennas are installed on Rooftop and neither Grantee nor any party claiming by, through, or under Grantee, has taken any noticeable or affirmative actions to use or enjoy the Easement for a period of two (2) consecutive years.

3. Maintenance. Grantor shall be responsible for, and shall pay the cost of, all repairs and maintenance with respect to the Burdened Property and the Benefited Property, including without limitation the repair and maintenance of all roads, trees and Grantor owned buildings and improvements located thereon; *provided, however,* that Grantee shall be responsible for and shall pay the cost of all repairs to the Rooftop Easement Premises, the Rooftop and any improvements owned by Grantee or Grantee's tenants. Notwithstanding the foregoing, Grantee shall make no alterations or install any improvements, including, without the installation of additional Equipment, without the prior approval of Grantee, not to be unreasonably withheld.

4. Taxes. Grantor shall pay when due all real and personal property taxes and all other fees and assessments attributable to the Burdened Property. Grantor agrees to defend, indemnify and hold harmless the Grantee, its heirs, successors and assigns, from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs and expenses, including reasonable attorney's fees arising out of Grantor's failure to pay such taxes it is obligated to pay. Notwithstanding anything in this paragraph to the contrary, in the event the Cook County Assessor shall (i) separately assess the Rooftop Easement Premises as a separate tax parcel and shall issue a separate tax bill attributable to the Rooftop Rights, then Grantee shall pay such tax bill directly to the taxing jurisdiction, or (ii) increase the assessed value of Burdened Property as a direct result of Grantee's improvements to the Benefited Property, then Grantee shall reimburse Grantor for any increases in real property taxes, which are attributable to such increased assessment. Grantee shall provide written proof of payment of all

real and personal property taxes with respect to the Burdened Property as described in (i) above which are to be paid directly by Grantee to the taxing jurisdiction no later than thirty (30) days after the dates any such payments are due. Grantee agrees to defend, indemnify and hold harmless the Grantor, its heirs, successors and assigns, from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs and expenses, including reasonable attorney's fees arising out of Grantee's failure to pay such taxes it is obligated to pay

5. Security Lien. Grantor consents to the granting by Grantee of a lien, security interest and mortgage in Grantee's interest in the Easement and all of Grantee's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by any mortgagee of Grantee ("Lender") of its rights of foreclosure with respect to any such liens and security interests; provided, however, in no event shall such lien, security interest and mortgage encumber Grantor's interest in the Burdened Property. Provided Grantor is notified in writing of the name and address of Lender, Grantor hereby agrees to give Lender written notice of any breach or default of the terms of the Easement Agreement or any claim that Grantee has abandoned the Easements, within fifteen (15) days after the occurrence thereof, at such address as may be specified from time to time by Grantee or Lender. Grantor agrees that no default under this Easement Agreement shall be deemed to have occurred unless notice of such default is given to Lender as provided herein. Lender shall have the right, for a period of forty-five (45) days following receipt of notice from Grantor of a default, with the same effect as the Grantee, to cure or correct any such default whether the same shall consist of the failure to pay amounts due or the failure to perform, and Grantor agrees to accept such payment or performance on the part of the Lender as though the same had been made or performed by the Grantee.

6. Survey. If a survey has not already been prepared and attached as Exhibit B to this Easement Agreement, Grantee shall obtain a survey of the Rooftop which depicts the portions of the Rooftop which are subject to the Rooftop Rights. Upon completion, and the agreement of the parties, the parties shall record an amendment to this Easement Agreement incorporating such survey as Exhibit B.

7. Amendment; Termination Except as otherwise may be expressly set forth herein, this Easement Agreement and the Easement may be amended, abandoned or terminated solely by Grantee. Any such amendment, abandonment or termination shall be in writing, executed and acknowledged by Grantee, and duly recorded in the land records of the municipality where the Burdened Property is located.

8. Assignment. Grantee reserves the right to assign, transfer, mortgage or otherwise encumber the Rooftop and Grantee's rights in this Easement Agreement without notice to or consent of Grantor. If Grantee assigns this Easement Agreement, such assignee agrees to assume all Grantee's obligations hereunder, and Grantee provides notice of such assignment to Grantor, Grantee shall be fully released of any liability and responsibility under this Easement Agreement which first accrues after such assignment. Notwithstanding the foregoing, Grantee shall not be released of any liability with respect to any matters first arising prior to the date of such assignment.

9. No Dedication for Public Use. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights herein created are private and for the benefit only of the parties hereto, the successors, assigns, tenants, subtenants, employees, invitees and licensees, and the guests and invitees of such tenants and subtenants.

10. Runs with the Land. This Easement Agreement shall run with the land so as to bind the successors and assigns of the Burdened Property (including any future owners in fee or leasehold) and to benefit the successors and assigns of the Grantee, including, in each case, interests of tenants and subtenants and other users of the Burdened Property and the Benefited Property.

11. Representations, Warranties, and Additional Covenants.

(a) Grantor represents and warrants that it is the fee simple owner of the Burdened Property and the Easements granted herein, and that subject to the terms of the Master Agreement, Grantee shall peaceably and quietly hold and enjoy the Easements without interference, hindrance, or obstruction by and party whatsoever.

(b) Grantor shall not subdivide the Burdened Property or cause the Benefitted Property to be separately subdivided for the express purpose of causing the Benefitted Property to be separately assessed by any governmental authority. Nothing contained herein shall prohibit Grantor from subjecting the Burdened Property to the terms of the Illinois Condominium Act.

12. Entire Agreement. The unenforceability of any provision hereof shall not affect the remaining provisions of this Easement Agreement, but rather such provision shall be severed and the remainder of this Easement Agreement shall remain in full force and effect.

13. Compliance with Law; No Waiver. This Easement Agreement and the rights and obligations created hereunder are subject to, and governed by the laws, decisions, rules and regulations of any federal, state, or local regulatory authority charged with the administration of the transactions contemplated hereby. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Easement Agreement.

14. Attorneys' Fees. In the event that either Grantor or Grantee should bring suit for the recovery of any sum due under this Easement Agreement, or for enforcement of this Easement Agreement, or because of the breach of any provision of this Easement Agreement or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

15. Governing Law. This Easement Agreement shall be construed and enforced in accordance with the laws of the state or commonwealth in which the Burdened Property is located.

16. Counterparts. This Easement Agreement may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Easement Agreement bearing an original signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. For the purposes of this section, "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

17. Rule against Perpetuities. If the Benefited Property is located in a state or commonwealth where the grant of the Easements hereunder would or could violate the rule against perpetuities or any similar law limiting or restricting the duration of real property interests and the Easements specifically, then the Easements shall be effective only from the date hereof until one day less than twenty-one (21) years following the death of the last surviving person born in the state or commonwealth where the Benefited Property is located in the month this Easement Agreement is recorded. If the provisions of this

Section 21 become or are applicable, Grantor agrees to reasonably cooperate with Grantee to execute a new grant of the Easements on substantially the same terms as this Easement Agreement immediately upon termination of this Easement Agreement.

18. Authority to Enter into Agreement. Grantee and Grantor each represent and warrant that they have full power and authority to execute, deliver, and perform their respective obligations under this Easement Agreement.

[*remainder of page left blank*]

[*Grantor Signature Page to Easement*]

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

"***Grantor***"

111 BUSSE PARTNERS, LLC, an Illinois limited liability company

By: T2 Round Table, LLC, a Delaware limited partnership

By: T2 Opportunity Fund III (Master), LP, a Delaware limited partnership and its sole member

By: T2 Opportunity Fund III, LP, a Delaware limited partnership and its sole member

By: _____
Name: Jeff Brown
Title: Manage

Address of Grantor Signer: _____

STATE OF ILLINOIS
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Jeff Brown, the manager of T2 Opportunity Fund III, LP, the manager of T2 Opportunity Fund III (Master), LP, the manager of T2 Round Table, LLC, the manager of 111 Busse Partners, LLC, who is personally known to me.

_____
Notary Public
Printed Name of Notary:_____

Commission #

My Commission Expires:

[*Grantee Signature Page to Easement*]

Witness:

_____

_____

"***Grantee***"

Vertical Bridge Real Estate, LLC

a Delaware limited liability company

By:_____
Name:
Title:

Address of Grantee Signer: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, the _____ of Vertical Bridge Real Estate, LLC, a Delaware limited liability company, on behalf of the limited liability company and who is personally known to me.

_____
Notary Public
Printed Name of Notary:_____

Commission #

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF BURDENED PROPERTY

LOT 1 IN MOUNT PROSPECT STATE BANK RE-SUBDIVISION NO. 2, BEING A RESUBDIVISION OF PART OF MOUNT PROSPECT STATE BANK RE-SUBDIVISION AND BUSSE AND WILLE'S RESUBDIVISION IN MOUNT PROSPECT, BEING A PART OF THE WEST HALF OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED ON MAY 1, 1974 AS DOCUMENT NO. LR2750490, IN COOK COUNTY, ILLINOIS.

TAX PARCEL NO.: 08-12-109-028-0000

PROPERTY ADDRESS: 111 E. BUSSE AVENUE, MT. PROSPECT, ILLINOIS, 60056

EXHIBIT "G"

Assignment and Assumption of Tenant Lease

ASSIGNMENT AND ASSUMPTION OF TENANT LEASES

THIS ASSIGNMENT AND ASSUMPTION OF TENANT LEASES (this "Assignment") is entered into as of October 31, 2014 (the "Transfer Date"), by and between **111 Busse Partners, LLC**, an Illinois limited liability company, having an address at 111 W. Wesley Street, Suite 5, Wheaton, Illinois 60187 ("Assignor"), to **Vertical Bridge Real Estate, LLC**, a Delaware limited liability company, having an address at 951 Broken Sound Parkway, Suite 320, Boca Raton, Florida 33487 ("Assignee").

W I T N E S S E T H

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter and in the Assignment set forth, and good and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto and in the Assignment and agree each with the other as follows:

1. Assignment of Tenant Leases. "Tenant Lease" shall mean any written lease agreement pursuant to which Assignor has demised a leasehold interest, leasehold estate or other real property interest in the property located at 111 E. Busse, Mount Prospect, Illinois to (i) Cricket Wireless, (ii) Verizon Communications, and (iii) Global Tower Assets, LLC, including, without limitation, the associated access easements and rights of way, if any, associated with such interests. Assignor has bargained, assigned, transferred, sold and conveyed, and by these presents does hereby bargain, assign, transfer, sell and convey unto Assignee, its successors and assigns, all of the right, title, claims, and interests of Assignor as landlord in and under the Tenant Leases, including all guaranties of tenants' performance thereunder and all rentals, pre-paid rent, assessments, security deposits, common maintenance charges, utility payments, and all other payments of any kind, type, or sort whatsoever accruing to landlord under the Tenant Lease, effective as of the Transfer Date, TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, for and during all the rest, residue and remainder of the terms of the Tenant Leases and any extensions or renewals thereof, all as set forth in the Tenant Leases, the provisions of which are by this reference thereto incorporated herein.

2. Acceptance and Assumption of Tenant Leases. Assignee hereby accepts the assignment of the Tenant Lease and expressly assumes and covenants in favor of Assignor to discharge and perform, as and when due, all obligations of Assignor first accruing under Tenant Leases from and after the Transfer Date.

3. Indemnification. Assignor shall indemnify and hold harmless Assignee from and against any liabilities under the Tenant Leases first arising or first accruing prior to the date of this Assignment, and Assignee shall indemnify and hold harmless Assignor from and against any liabilities under the Tenant Leases first arising or first accruing from and after the date of this Assignment.

4. Counterparts; Facsimile Signatures. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute

EXHIBIT "H"

PAYMENT DIRECTION LETTER

[NAME AND ADDRESS OF GRANTEE]

Re: Remittance Change

Dear Sir or Madam:

Please be advised that VERTICAL BRIDGE REAL ESTATE, LLC ("VBT") is hereby authorized to collect all rents and other payments on our behalf for the following site:

Your Site # _____

Effective _____, 2014, please remit all rent and other payments to:

_____, LLC (EIN _____)

_____

_____

Re: VBT Site# _____

Please ensure that your remittances include the VBT invoice number, VBT site number and month to which the payment applies. If this information is not available, please include the invoice with your payment.

Also, effective immediately, please forward to VBT all notices required or allowed under the lease at the following address:

[Vertical Bridge Towers, LLC]
951 Broken Sound Parkway, Suite 320
Boca Raton, Florida 33487
Attention: _____

If you have any questions regarding this matter please feel free to contact me directly, or VBT at _____ extension ____.

Thank you,

_____

This document prepared by
and after recording, return to:

Daniel Marinberg, Esq., General Counsel
Vertical Bridge Real Estate, LLC
951 Broken Sound Parkway, Suite 320
Boca Raton, FL 33487

Parcel No.:_____ (Space Above for Recorder's Use)

EASEMENT AGREEMENT
AND RESTRICTIVE COVENANTS

This EASEMENT AGREEMENT AND RESTRICTIVE COVENANTS (this "Easement Agreement") is made as of October 31, 2014 ("Effective Date"), by and between **111 Busse Partners, LLC**, an Illinois limited liability company formed under the laws of the State of Illinois, with an address at 111 W. Wesley Street, Suite 5, Wheaton, Illinois 60187 ("Grantor"), and **Vertical Bridge Real Estate, LLC**, a Delaware limited liability company, having an office at 951 Broken Sound Parkway, Suite 320, Boca Raton, FL 33487 ("Grantee").

A. WHEREAS, Grantor is currently the fee owner of that certain improved real property more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Burdened Property");

B. WHEREAS, Grantee and Grantor have entered into an Master Lease & Easement Agreement dated as of October 31, 2014 (the "Master Agreement"); and

C. WHEREAS, pursuant to the Master Agreement, Grantee purchased from Grantor, among other things, (i) the right to lease certain portions of the rooftop of the commercial office building located on the Burdened Property (the "Rooftop") which are presently leased to Verizon Communications and Cricket Wireless, (ii) an easement over certain portions of the Rooftop which are presently leased to Global Tower Assets, LLC ("GTA"), as more particularly described herein, and (iii) Grantor's rights as landlord under the above-referenced leases a communications rooftop and related systems and equipment (collectively the "Rooftop Rights"); and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

(a) Grant of the Easements. Grantor, for itself, its heirs, personal representatives, successors and assigns, hereby grants to Grantee, its heirs, personal representatives, successors, assigns, lessees, sublessees, licensees, customers, agents, and any other party claiming by or through Grantee ("Grantee

Parties"), subject to the rights of GTA, an exclusive easement (the "Rooftop Easement") for the purposes of accessing, operating, and using the Rooftop Easement Premises (as hereinafter defined) (or permitting GTA or any other tenant of Grantee to access, operate and use the Rooftop Easement Premises) for the installation of equipment, including antennas, radio cabinets and other miscellaneous hardware, supporting mounts, equipment shelters and wiring, as well as any access node or similar equipment providing access to the Rooftop Easement Premises for the provision of alternative services such as local exchange, long distance, fiber-optics, video-conferencing, Internet access, cable television, voice communications or data communications ("Equipment"). The Rooftop Easement granted hereunder shall be limited to that portion of the Burdened Property shown on **Exhibit "B"** attached hereto and incorporated herein (the "Rooftop Easement Premises"). Grantee shall have the right to freely lease, sublease, or license space within the Rooftop Easement Premises to tenants, subtenants, or licensees from time to time. Grantee shall have full authority to prohibit entry to any party other than Grantor, its employees, agents and contractors, upon the Rooftop Easement Premises.

(b) The Rooftop Easement is sometimes referred to herein as the "Easement". The Rooftop Easement Premises is sometimes referred to herein as the "Benefited Property".

2. Duration; Consideration. Grantor and Grantee acknowledge and agree that this Easement Agreement and the Easement will be for fifty (50) years from the Effective Date, unless sooner terminated in accordance with the terms of the Master Agreement. Grantor and Grantee understand that full consideration for this Easement Agreement was paid to Grantor under the Master Agreement, that no additional monetary consideration is due in connection with this Easement Agreement, and that so long as the Master Agreement remains in effect, this Easement Agreement is irrevocable. Notwithstanding the foregoing, in the event that Grantee abandons the use of the Easement, upon thirty (30) days prior written notice to Grantee by Grantor of such abandonment, in the event Grantee has not recommenced or acknowledged its use of the Easement, the Easement shall terminate and Grantee shall dismantle and remove the Equipment. For purposes of this Easement Agreement, Grantor may presume abandonment by Grantee has occurred if no equipment or antennas are installed on Rooftop and neither Grantee nor any party claiming by, through, or under Grantee, has taken any noticeable or affirmative actions to use or enjoy the Easement for a period of two (2) consecutive years.

3. Maintenance. Grantor shall be responsible for, and shall pay the cost of, all repairs and maintenance with respect to the Burdened Property and the Benefited Property, including without limitation the repair and maintenance of all roads, trees and Grantor owned buildings and improvements located thereon; *provided, however,* that Grantee shall be responsible for and shall pay the cost of all repairs to the Rooftop Easement Premises, the Rooftop and any improvements owned by Grantee or Grantee's tenants. Notwithstanding the foregoing, Grantee shall make no alterations or install any improvements, including, without the installation of additional Equipment, without the prior approval of Grantee, not to be unreasonably withheld.

4. Taxes. Grantor shall pay when due all real and personal property taxes and all other fees and assessments attributable to the Burdened Property. Grantor agrees to defend, indemnify and hold harmless the Grantee, its heirs, successors and assigns, from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs and expenses, including reasonable attorney's fees arising out of Grantor's failure to pay such taxes it is obligated to pay. Notwithstanding anything in this paragraph to the contrary, in the event the Cook County Assessor shall (i) separately assess the Rooftop Easement Premises as a separate tax parcel and shall issue a separate tax bill attributable to the Rooftop Rights, then Grantee shall pay such tax bill directly to the taxing jurisdiction, or (ii) increase the assessed value of Burdened Property as a direct result of Grantee's improvements to the Benefited Property, then Grantee shall reimburse Grantor for any increases in real property taxes, which are attributable to such increased assessment. Grantee shall provide written proof of payment of all

real and personal property taxes with respect to the Burdened Property as described in (i) above which are to be paid directly by Grantee to the taxing jurisdiction no later than thirty (30) days after the dates any such payments are due. Grantee agrees to defend, indemnify and hold harmless the Grantor, its heirs, successors and assigns, from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs and expenses, including reasonable attorney's fees arising out of Grantee's failure to pay such taxes it is obligated to pay

5. Security Lien. Grantor consents to the granting by Grantee of a lien, security interest and mortgage in Grantee's interest in the Easement and all of Grantee's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by any mortgagee of Grantee ("Lender") of its rights of foreclosure with respect to any such liens and security interests; provided, however, in no event shall such lien, security interest and mortgage encumber Grantor's interest in the Burdened Property. Provided Grantor is notified in writing of the name and address of Lender, Grantor hereby agrees to give Lender written notice of any breach or default of the terms of the Easement Agreement or any claim that Grantee has abandoned the Easements, within fifteen (15) days after the occurrence thereof, at such address as may be specified from time to time by Grantee or Lender. Grantor agrees that no default under this Easement Agreement shall be deemed to have occurred unless notice of such default is given to Lender as provided herein. Lender shall have the right, for a period of forty-five (45) days following receipt of notice from Grantor of a default, with the same effect as the Grantee, to cure or correct any such default whether the same shall consist of the failure to pay amounts due or the failure to perform, and Grantor agrees to accept such payment or performance on the part of the Lender as though the same had been made or performed by the Grantee.

6. Survey. If a survey has not already been prepared and attached as Exhibit B to this Easement Agreement, Grantee shall obtain a survey of the Rooftop which depicts the portions of the Rooftop which are subject to the Rooftop Rights. Upon completion, and the agreement of the parties, the parties shall record an amendment to this Easement Agreement incorporating such survey as Exhibit B.

7. Amendment; Termination Except as otherwise may be expressly set forth herein, this Easement Agreement and the Easement may be amended, abandoned or terminated solely by Grantee. Any such amendment, abandonment or termination shall be in writing, executed and acknowledged by Grantee, and duly recorded in the land records of the municipality where the Burdened Property is located.

8. Assignment. Grantee reserves the right to assign, transfer, mortgage or otherwise encumber the Rooftop and Grantee's rights in this Easement Agreement without notice to or consent of Grantor. If Grantee assigns this Easement Agreement, such assignee agrees to assume all Grantee's obligations hereunder, and Grantee provides notice of such assignment to Grantor, Grantee shall be fully released of any liability and responsibility under this Easement Agreement which first accrues after such assignment. Notwithstanding the foregoing, Grantee shall not be released of any liability with respect to any matters first arising prior to the date of such assignment.

9. No Dedication for Public Use. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights herein created are private and for the benefit only of the parties hereto, the successors, assigns, tenants, subtenants, employees, invitees and licensees, and the guests and invitees of such tenants and subtenants.

10. Runs with the Land. This Easement Agreement shall run with the land so as to bind the successors and assigns of the Burdened Property (including any future owners in fee or leasehold) and to benefit the successors and assigns of the Grantee, including, in each case, interests of tenants and subtenants and other users of the Burdened Property and the Benefited Property.

11. Representations, Warranties, and Additional Covenants.

(a) Grantor represents and warrants that it is the fee simple owner of the Burdened Property and the Easements granted herein, and that subject to the terms of the Master Agreement, Grantee shall peaceably and quietly hold and enjoy the Easements without interference, hindrance, or obstruction by and party whatsoever.

(b) Grantor shall not subdivide the Burdened Property or cause the Benefitted Property to be separately subdivided for the express purpose of causing the Benefitted Property to be separately assessed by any governmental authority. Nothing contained herein shall prohibit Grantor from subjecting the Burdened Property to the terms of the Illinois Condominium Act.

12. Entire Agreement. The unenforceability of any provision hereof shall not affect the remaining provisions of this Easement Agreement, but rather such provision shall be severed and the remainder of this Easement Agreement shall remain in full force and effect.

13. Compliance with Law; No Waiver. This Easement Agreement and the rights and obligations created hereunder are subject to, and governed by the laws, decisions, rules and regulations of any federal, state, or local regulatory authority charged with the administration of the transactions contemplated hereby. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Easement Agreement.

14. Attorneys' Fees. In the event that either Grantor or Grantee should bring suit for the recovery of any sum due under this Easement Agreement, or for enforcement of this Easement Agreement, or because of the breach of any provision of this Easement Agreement or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

15. Governing Law. This Easement Agreement shall be construed and enforced in accordance with the laws of the state or commonwealth in which the Burdened Property is located.

16. Counterparts. This Easement Agreement may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Easement Agreement bearing an original signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. For the purposes of this section, "original signature" means or refers to a signature that has not been mechanically or electronically reproduced.

17. Rule against Perpetuities. If the Benefited Property is located in a state or commonwealth where the grant of the Easements hereunder would or could violate the rule against perpetuities or any similar law limiting or restricting the duration of real property interests and the Easements specifically, then the Easements shall be effective only from the date hereof until one day less than twenty-one (21) years following the death of the last surviving person born in the state or commonwealth where the Benefited Property is located in the month this Easement Agreement is recorded. If the provisions of this

Section 21 become or are applicable, Grantor agrees to reasonably cooperate with Grantee to execute a new grant of the Easements on substantially the same terms as this Easement Agreement immediately upon termination of this Easement Agreement.

18. Authority to Enter into Agreement. Grantee and Grantor each represent and warrant that they have full power and authority to execute, deliver, and perform their respective obligations under this Easement Agreement.

[*remainder of page left blank*]

[*Grantor Signature Page to Easement*]

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

"***Grantor***"

111 BUSSE PARTNERS, LLC, an Illinois limited liability company

By: T2 Round Table, LLC, a Delaware limited partnership

By: T2 Opportunity Fund III (Master), LP, a Delaware limited partnership and its sole member

By: T2 Opportunity Fund III, LP, a Delaware limited partnership and its sole member

By: _____
Name: Jeff Brown
Title: Manage

Address of Grantor Signer: 111 W. Wesley Street, Suite 5, Wheaton, Illinois 60187

STATE OF ILLINOIS
COUNTY OF DuPage

The foregoing instrument was acknowledged before me this 31 day of October, 2014, by Jeff Brown, the manager of T2 Opportunity Fund III, LP, the manager of T2 Opportunity Fund III (Master), LP, the manager of T2 Round Table, LLC, the manager of 111 Busse Partners, LLC, who is personally known to me.

_____
Notary Public
Printed Name of Notary: LINDA SEARCY

LINDA SEARCY
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
July 24, 2016

Commission # 770468

My Commission Expires: 7/24/16

[*Grantee Signature Page to Easement*]

Witness:

_____

_____

"***Grantee***"

Vertical Bridge Real Estate, LLC

a Delaware limited liability company

By:_____
Name:
Title:

Address of Grantee Signer: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, the _____ of Vertical Bridge Real Estate, LLC, a Delaware limited liability company, on behalf of the limited liability company and who is personally known to me.

_____
Notary Public
Printed Name of Notary:_____

Commission #

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF BURDENED PROPERTY

LOT 1 IN MOUNT PROSPECT STATE BANK RE-SUBDIVISION NO. 2, BEING A RESUBDIVISION OF PART OF MOUNT PROSPECT STATE BANK RE-SUBDIVISION AND BUSSE AND WILLE'S RESUBDIVISION IN MOUNT PROSPECT, BEING A PART OF THE WEST HALF OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED ON MAY 1, 1974 AS DOCUMENT NO. LR2750490, IN COOK COUNTY, ILLINOIS.

TAX PARCEL NO.: 08-12-109-028-0000

PROPERTY ADDRESS: 111 E. BUSSE AVENUE, MT. PROSPECT, ILLINOIS, 60056

EXHIBIT B

DESCRIPTION OF LOCATION OF EXCLUSIVE ROOFTOP EASEMENT

To Be attached