

**Landlord:**

Village of Romeoville  
1050 W. Romeo Road  
Romeoville, IL 60446  
Attn.: Assistant Village Manager

**Tenant:**

Vertical Bridge Development, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, FL 33487  
Site #: US-IL-5644  
Site Name: Romeoville

**OPTION AND LEASE AGREEMENT**

This **OPTION AND LEASE AGREEMENT** (this “**Agreement**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ (the “**Effective Date**”), by and between Village of Romeoville, a municipal corporation (“**Landlord**”), whose address is 1050 W. Romeo Road, Romeoville, IL 60446, and Vertical Bridge Development, LLC, a Delaware limited liability company (“**Tenant**”), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487.

**WHEREAS**, Landlord owns certain real property located in the County of Will, in the state of Illinois, that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the “**Property**”); and,

**WHEREAS**, Tenant desires to lease from Landlord a certain portion of the Property measuring approximately four thousand three hundred (4,300’) square feet and to obtain easements for guy wires, guy anchors, utilities and access, as applicable (the “**Premises**”), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the placement of Tenant’s Communications Facilities (defined below).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

**1. OPTION TO LEASE.**

(a) As of the Effective Date, Landlord grants to Tenant the exclusive option to lease the Premises (the “**Option**”) during the Option Period (defined below). At any time during the Option Period and Term (defined below), Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord’s title to the Property and the feasibility or suitability of the Property for Tenant’s permitted use under this Agreement, all at Tenant’s expense. Tenant shall be authorized to apply for Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Period, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant’s Tests.

(b) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Two Thousand Dollars (\$2,000.00) within thirty (30) days of the full execution of this Agreement. The Option Period will be for a term of one (1) year from the Effective Date (the “**Option Period**”).

(c) During the Option Period, Tenant may commence the Initial Term (defined below) of this Agreement by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not commence the Initial Term during the Option Period, this Agreement will terminate and the parties will have no further liability to each other.

(d) During the Option Period or the Term, Landlord shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Tenant for its permitted uses hereunder.

## **2. TERM.**

(a) The Initial Term (defined below) shall commence on the first day of the month in which Tenant provides Landlord with the notice described above in Section 1(c) of this Agreement (the “**Commencement Date**”). Unless extended or sooner terminated as herein provided, the initial term shall be for a period of five (5) years following the Commencement Date (“**Initial Term**”).

(b) Tenant shall have the option to extend the term of this Agreement for nine (9) successive terms of five (5) years each (each a “**Renewal Term**”). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord, not less than sixty (60) days prior to the end of the then-current Term, of Tenant’s intent not to renew. For purposes of this Agreement, “**Term**” shall mean the Initial Term and any applicable Renewal Term(s), and any Holdover Term.

(c) If Tenant remains in possession of the Premises after the expiration of the Term or after any other termination of this Agreement, then such holdover shall constitute and be construed as a tenancy from month-to-month (the “**Holdover Term**”), subject to the terms and conditions of this Agreement, except that the Rent during any Holdover Term shall be equal to two hundred percent (200%) of the Rent paid for the last month of the immediately preceding final Extension Term or the immediately preceding Annual Term, whichever the case may be.

## **3. RENT.**

(a) Beginning on the Commencement Date, Tenant shall pay to Landlord a monthly monetary rent payment of Two Thousand Dollars (\$2,000.00) (“**Rent**”), at the address set forth above on or before the fifth (5th) day of each calendar month in advance. Rent will be prorated for any partial month. The initial payment of Rent will be forwarded by Tenant to Landlord within thirty (30) days from the Commencement Date.

(b) Beginning on the commencement date of the first Renewal Term and each five-year anniversary of each Renewal Term thereafter throughout the remainder of the Term and Renewal Term(s), if any, the Rent shall be increased by an amount equal to ten percent (10%) of the amount of the

Rent for the previous Term or previous Renewal Term, as the case may be, which sum shall be payable in equal monthly installments in advance as herein set forth.

(c) **Reservation of Space on Tower for Landlord.**

(i) As additional rent for the Premises and as part of the Rent, and at no rent due from Landlord to Tenant nor any reduction in the Rent, Tenant hereby agrees to reserve on behalf of Landlord a ten foot (10') vertical envelope at a height of one hundred forty-five feet (145') to one hundred fifty-five feet (155') with a centerline of one hundred and fifty (150') on Tenant's tower at the Premises in the event Tenant builds a tower on the Premises ("**Landlord's Tower Space**"). Landlord will be responsible for its own installation, utilities and operations and agrees that any ground space required for Landlord's Tower Space shall be outside the Premises. Prior to any installation of equipment on the tower by Landlord, Landlord is required to provide to Tenant any and all specs and other information and documents concerning the equipment which may only be installed with Tenant's written approval, with such approval to be within the sole and exclusive discretion of Tenant. Additionally, any equipment installed on Landlord's Tower Space shall not exceed seven thousand and five hundred (7,500) square inches of wind loading capacity.

(ii) Any reservation of right granted to Landlord pursuant to this Section is solely limited to Landlord's use only of the ten foot (10') vertical envelope described above and Landlord acknowledges and agrees that without Tenant's prior written consent, Landlord does not have the right to lease, license, sublease, sublicense, etc. such space on the tower on the Premises to any other party including, without limitation, any wireless communication entity.

(iii) Additionally, in the event Landlord installs equipment on the Tower pursuant to the foregoing, Landlord shall have access rights and the right to install utilities to Landlord's Tower Space, and Landlord's ground space to the extent applicable, through any easements granted to Tenant hereunder.

**4. TAXES.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facilities located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional rent any increase in real property taxes levied against the Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant (such increase, the "**Landlord Tax Reimbursement**"). In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. In addition, Tenant shall not have the obligation to pay or reimburse Landlord for the Landlord Tax Reimbursement if Landlord has not provided proof of such amount and demand therefor within one (1) year of the date such amount is due and payable by Landlord.

**5. USE.** The Premises are being leased for the purpose of erecting, installing, operating and maintaining radio or communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures, and related equipment (collectively, the "**Communication Facilities**"). Tenant may, subject to the foregoing, make any

improvement, alteration or modification to the Premises as are deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with Tenant's use of the Premises for the intended purposes. Tenant shall have the exclusive right to install and operate upon the Premises communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary. Notwithstanding anything else herein to the contrary, Landlord expressly reserves and retains all rights to public utility easements or rights of way recorded against the Property as of the date of this Agreement.

**6. ACCESS AND UTILITIES.** During the Term, Tenant, and its guests, agents, customers, lessees, sublessees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, sublessees, sublicensees, successors and assigns a nonexclusive easement (a) for ingress and egress, and (b) for the construction, installation, operation and maintenance of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Landlord agrees to cooperate with Tenant's efforts to obtain such utilities and services. If there are utilities already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services. Notwithstanding anything herein to the contrary, Tenant shall take all actions required to ensure that all costs and expenses associated with the extension or delivery of all such utilities and services are the sole responsibility of Tenant, and all costs or charges associated with ongoing usage of such utilities or services during the Term are the sole responsibility of Tenant. Upon Tenant's request, and subject to Landlord's prior review and approval, that shall not be unreasonably withheld, delayed or conditioned, Landlord shall execute and deliver to Tenant requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of Tenant's request, and Landlord shall obtain the consent and joinder of Landlord's mortgagee to any such grant, if applicable.

**7. EQUIPMENT, FIXTURES AND REMOVAL.** The Communications Facilities shall at all times be the personal property of Tenant and/or its subtenants and licensees, as applicable. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. Within ninety (90) days after the expiration or earlier termination of this Agreement (the "**Removal Period**"), at Tenant's sole cost and expense, Tenant shall remove its improvements and restore the Premises to grade and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine and at the sole cost and expense of the Tenant, without any obligation on the part of Landlord to account to Tenant for any proceeds therefrom.

**8. ASSIGNMENT AND SUBLEASE.** This Agreement may be sold, assigned or transferred by Tenant without any approval or consent of Landlord to Tenant's lender, principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Tenant's assets or ownership interests by reasons of merger, acquisition or other business reorganization (a "**Pre-Approved Assignment**"). As to transfers or assignments which do not constitute a Pre-Approved Assignment,

Tenant is required to obtain Landlord's written consent prior to effecting such transfer or assignment, which consent shall not be unreasonably withheld, conditioned nor delayed. Upon such assignment including a Pre-Approved Assignment, Tenant will be relieved of all liability hereunder. Notwithstanding anything to the contrary herein including the foregoing set forth in this Section, Tenant shall have the exclusive right to sublease or grant licenses without Landlord's consent to use the radio tower or any other tower or structure or equipment on the Premises, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 15. Landlord may not subdivide the Property without Tenant's prior written consent, not to be unreasonably withheld.

## **9. COVENANTS, WARRANTIES AND REPRESENTATIONS.**

(a) Landlord warrants and represents that it is the owner in fee simple of the Property, and that it alone has full right to lease the Premises for the Term.

(b) Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, taxes, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Agreement, or breaches any other obligation or covenant under this Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord and offset such payment against payments of Rent.

(c) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause Tenant's use of the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities, but shall not be obligated to incur any out of pocket costs in connection with such cooperation. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the Communication Facilities.

(d) To the best of Landlord's knowledge, Landlord has complied and shall comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Property.

(e) Tenant, at the sole cost and expense of Tenant, shall have access to all utilities required for the operation of Tenant's improvements on the Premises that exist on the Property, and all such utilities used by Tenant shall be separately metered or billed to Tenant in Tenant's name.

(f) There currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Property; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in Landlord if Landlord is an entity; and there are no parties (other than Landlord) in possession of the Property except as to those that may have been disclosed to Tenant in writing prior to the execution hereof.

**10. [INTENTIONALLY DELETED]**

**11. INDEMNITIES.** Tenant agrees to indemnify, defend and hold harmless the Landlord its elected or appointed officials, successors, assigns, officers, consultants, agents and employees (collectively, “**Indemnified Persons**”) from and against all claims and liabilities (including reasonable attorneys’ fees and court costs) (“**Losses**”) caused by or arising out of (a) Tenant’s breach of any of its obligations, covenants, representations or warranties contained herein, or (b) Tenant’s acts or omissions with regard to this Agreement; provided, however, in no event shall Tenant indemnify the Landlord for any such Losses to the extent arising from the gross negligence or willful misconduct of the Landlord. However, in the event of Landlord’s contributory negligence or other fault, the Landlord shall not be indemnified hereunder to the extent that the Landlord’s negligence or other fault caused such claim or liability. Without otherwise limiting the generality of the foregoing, Tenant will indemnify Landlord from and against any mechanic’s liens or liens of contractors and sub-contractors engaged by or through Tenant.

**12. WAIVERS.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communication Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws.

**13. INSURANCE.** During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers’ compensation insurance as required by law and employer’s liability insurance with limits of not less than One Million Dollars (\$1,000,000.00); and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated. Tenant’s CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage: (i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors and (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors.

**14. INTERFERENCE.** During the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Premises. In addition, during the Option Period and the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property that is fee owned by Landlord if such lease, license, or easement would detrimentally impact the Communication Facilities or the use thereof. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Premises for communications or broadcast facilities during the Option Period and the Term. Landlord agrees that this restriction on the use of the Premises is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord.

**15. RIGHT OF FIRST REFUSAL.** In the event that Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the “**ROFR Property**”) to any third

party, during the Option Period or Term, Landlord shall offer Tenant a right of first refusal to purchase the Premises (or such larger portion of Landlord's property that encompasses the Premises, if applicable) or such interest proposed to be conveyed. Landlord shall provide a copy of any offer to purchase or acquire, or any executed purchase agreement or letter of intent ("**Offer**"), to Tenant which copy shall include, at a minimum, the purchase or acquisition price, proposed closing date, and financing terms ("**Minimum Terms**"). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms; provided, the closing date shall be no sooner than sixty (60) days after Tenant's purchase election notice. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its rights of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant's continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("**Permitted Sale**"). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant's waiver of its rights of first refusal, such Offer shall be deemed to have lapsed.

**16. SECURITY.** The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), guy anchors, and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, **guy anchors, guy wires**, and related improvements, including, without limitation, posting signs for security purposes. All construction or work undertaken by Tenant pursuant to this Section shall comply in all respects with the ordinances of Landlord and other governmental agencies having jurisdiction, and shall be pursuant to all necessary permits and approvals required by Landlord or such other governmental agencies.

**17. FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within seven (7) days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds.

**19. DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice, except that Tenant shall cure any Tenant default based on non-payment of Rent within ten (10) days of such notice. In the event any such default (other than non-payment of Rent) cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party, provided, however, that the provisions of this sentence shall not apply to the cure of any tenant default based on non-payment of Rent.

**20. REMEDIES.** Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, including the right to terminate this Agreement. In the event Landlord elects to terminate this Agreement due to a default by Tenant, then Landlord shall continue to honor all sublease and license commitments (the “**License(s)**”) made by Tenant through the expiration of the term of any such License, it being intended hereby that each such License shall survive the early termination of this Agreement provided that Lender assumes all of Tenant’s obligations hereunder, including without limitation all Rent obligations, and cures all defaults of Tenant existing under this Agreement which are susceptible to being cured by such Lender promptly and with due diligence; or, in the event Lender does not assume all of Tenant’s obligations hereunder, then Landlord shall only be obligated to honor the Licenses if the applicable subtenant or licensee attorns to and recognizes Landlord as its landlord or licensor in writing and Landlord is given an unredacted and full copy of all subleases or licenses, including amendments, of any subtenant or licensee of Tenant that is on the tower.

**21. [INTENTIONALLY DELETED]**

**22. ADDITIONAL TERMINATION RIGHT.** If at any time during the Term, Tenant determines, in Tenant’s sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant’s intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Landlord.

**23. PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

**24. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT.** In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a “**Landlord Mortgage**”), Landlord, within fifteen (15) days following Tenant’s request or immediately prior to the creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an “**SNDA**”) in recordable form, which shall be prepared or approved by Tenant. The holder of every such Landlord Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord’s interest in the Premises, such Landlord Mortgage holder shall recognize and confirm the validity and existence of this Agreement and Tenant shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided Tenant is not in default of this Agreement beyond applicable notice and cure periods.

**25. LENDER’S RIGHTS.**

(a) Landlord agrees to recognize the leases/licenses of all subtenants and sublicensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or sublicensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or sublicensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use Landlord’s best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant/sublicensee’s right to continue to occupy its premises as provided above.



(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Agreement and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Lender of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure.

(c) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Agreement. No Lender shall become liable under the provisions of this Agreement or any lease executed pursuant to Section 26 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate created hereby or thereby.

(d) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant's interest in this Agreement; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If Tenant shall so mortgage (each a "**Tenant Mortgage**") Tenant's interest in this Agreement (any such lender, and any successor, assign, designee or nominee of such lender, hereinafter a "**Lender**"), Tenant or such Lender shall give Landlord prompt notice of such Tenant Mortgage and furnish Landlord with a complete and correct copy of such Tenant Mortgage, certified as such by Tenant or such Lender, together with the name and address of such Lender.

**26. [INTENTIONALLY DELETED]**

**27. ADDITIONAL PROVISIONS.**

(a) Landlord shall have no right and expressly waives any right arising under applicable law, in and to the rentals payable to Tenant, if any, under any lease of the Premises, which rentals may be assigned by Tenant to Lender.

(b) The provisions of Section 25 hereof is for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Agreement.

(c) Landlord shall, within ten (10) days of the request of Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by Tenant or Lender.

**28. QUIET ENJOYMENT.** So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

**29. NOTICES.** All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the party's respective address below, or to such other address that a party below may provide from time to time:

**If to Landlord:**

Village of Romeoville  
Attn. Asst. Village Manager

**If to Tenant:**

Vertical Bridge Development, LLC  
750 Park of Commerce Drive

**If to Lender:**

Toronto Dominion (Texas) LLC  
31 West 52nd Street

1050 W. Romeo Road  
Romeoville, IL 60446

Suite 200  
Boca Raton, FL 33487  
Attn: General Counsel

New York, NY 10019  
Attn: Admin Agent  
Fax No. 416-982-5535

### 30. MISCELLANEOUS.

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

(b) 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.

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois law, excluding the conflicts of laws provisions thereof. The sole and exclusive venue for any litigation arising out of, involving or based upon this Agreement shall be in the 12<sup>th</sup> Judicial Circuit Court, Will County, Illinois.

(f) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, other leases and/or agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord or Tenant's option in the form as depicted in **Exhibit 3** and **Exhibit 4**, respectively, attached hereto.

**[SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date (date last signed by a party hereto).

**WITNESSES:**

**LANDLORD:**

**Village of Romeoville**  
a municipal corporation

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

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

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

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

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ (name), \_\_\_\_\_  
(title of position).

(SEAL)

\_\_\_\_\_  
Notary Public

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

My Commission Expires:

\_\_\_\_\_

[Tenant signature page to Option and Lease Agreement]

**WITNESSES:**

**TENANT:**

**Vertical Bridge Development, LLC**  
a Delaware limited liability company

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

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

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

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

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

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

**STATE OF FLORIDA**

**COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_ (name), \_\_\_\_\_  
\_\_\_\_\_ (title) of Vertical Bridge Development, LLC, a Delaware limited liability  
company, on behalf of the company, who is personally known to me.

\_\_\_\_\_  
Notary Public

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

My Commission Expires:  
\_\_\_\_\_

## **EXHIBIT 1**

### Legal Description of the Property (Parent Parcel)

(may be updated by Tenant upon receipt of final legal description from title)

The following described Real Estate situated in the County of Will in the State of Illinois, to wit:

Lot 13 in Block 13 in Hampton Park Subdivision No. 3, according to the Plat thereof recorded April 03, 1959, as Document No. 872683, in Will County, Illinois.

AND BEING the same property conveyed to Village of Romeoville, a municipal corporation from Robert E. Alexander by Warranty Deed dated December 20, 1962 and recorded December 28, 1962 in Deed Book 2009, Page 65.

Tax Parcel No. 12-02-34-308-013

## EXHIBIT 2

### Premises

(The below shall consist of a final survey and legal description of the Premises and may be changed upon the mutual agreement of the Landlord and Tenant)

#### LEASE PARCEL

A part of Lot "C" of Murphy Park Resubdivision as recorded as Document No. R2014009078, being located in the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Thirty-Four (34), Township Thirty-Seven (37) North, Range Ten (10) East of the Third Principal Meridian, Village of Romeoville, Will County, Illinois containing 4,300 square feet (0.098 acres) of land and being described by:

Commencing at the northwest corner of said Lot "C", said point also being on the south line of W. Montrose Drive; thence N87°-47'-09"E 30.48 feet along said south line of W. Montrose Drive; thence S02°-12'-51"E 6.00 feet to the point of beginning; thence N87°-47'-09"E 25.00 feet; thence S02°-12'-51"E 37.00 feet; thence S47°-12'-51"E 36.77 feet; thence N87°-47'-09"E 26.00 feet; thence S02°-12'-51"E 31.00 feet; thence S87°-47'-09"W 77.00 feet; thence N02°-12'-51"W 94.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

#### 30' WIDE ACCESS & UTILITY EASEMENT

A part of Lot "C" of Murphy Park Resubdivision as recorded as Document No. R2014009078, being located in the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Thirty-Four (34), Township Thirty-Seven (37) North, Range Ten (10) East of the Third Principal Meridian, Village of Romeoville, Will County, Illinois containing 2,335 square feet (0.054 acres) of land and being described by:

Commencing at the northwest corner of said Lot "C", said point also being on the south line of W. Montrose Drive; thence N87°-47'-09"E 55.48 feet along said south line of W. Montrose Drive to the point of beginning; thence continue N87°-47'-09"E 30.00 feet along said south line of W. Montrose Drive; thence S02°-12'-51"E 30.57 feet; thence S47°-12'-51"E 31.11 feet; thence S02°-12'-51"E 16.43 feet; thence S87°-47'-09"W 26.00 feet; thence N47°-12'-51"W 36.77 feet; thence N02°-12'-51"W 43.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

#### 15' WIDE UTILITY EASEMENT

A part of Lot "C" of Murphy Park Resubdivision as recorded as Document No. R2014009078, being located in the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Thirty-Four (34), Township Thirty-Seven (37) North, Range Ten (10) East of the Third Principal Meridian, Village of Romeoville, Will County, Illinois containing 2,069 square feet (0.047 acres) of land and being described by:

Commencing at the northwest corner of said Lot "C", said point also being on the south line of W. Montrose Drive; thence N87°-47'-09"E 15.48 feet along said south line of W. Montrose Drive to the point of beginning; thence continue N87°-47'-09"E 15.00 feet along said south line of W. Montrose Drive; thence S02°-12'-51"E 107.00 feet to a point on the south line of said Lot "C"; thence S87°-47'-09"W 30.48 feet along said south line of Lot "C" to the southwest corner thereof; thence N02°-12'-51"W 15.00 feet along the west line of said Lot "C"; thence N87°-47'-09"E 15.48 feet; thence N02°-12'-51"W 34.45 feet; thence S87°-47'-09"W 15.48 feet to a point on the west line of said Lot "C"; thence N02°-12'-51"W 15.00 feet along said west line of Lot "C"; thence N87°-47'-09"E 15.48 feet; thence N02°-12'-51"W 22.55 feet to the point of beginning, being subject to any and all easements and restrictions of record.

[Survey begins on following page]

3	9-24-18	Added Updated Title		D
2	9-5-18	Added Lease and Easement		D
1	8-27-18	Preliminary Survey		D
NO.	DATE	DESCRIPTION		BY
DRAWN BY: J.L.D.				
		FIELD WORK	8-22-18	
		DATE		
CHECKED BY: C.A.K.				
FIELD BOOK: M-41, PG. 64				
CSD NO.: 10517				
SHEET 1 OF 3				



SURVEYOR'S CERTIFICATE  
 I, Craig A. Kason, Licensed Professional Land Surveyor of Illinois, do hereby certify that the foregoing is a true and accurate representation of the facts as shown by the survey and the instruments used in the making of the same.

Dated this 24th day of September, 2018  
 Craig A. Kason  
 Surveyor  
 LICENSE NO. 000000000  
 DESIGN PROFESSIONAL LICENSE NO. 000000000  
 LICENSE EXPIRES APRIL 30, 2019  
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS STANDARD PRACTICES FOR A BOUNDARY SURVEY.



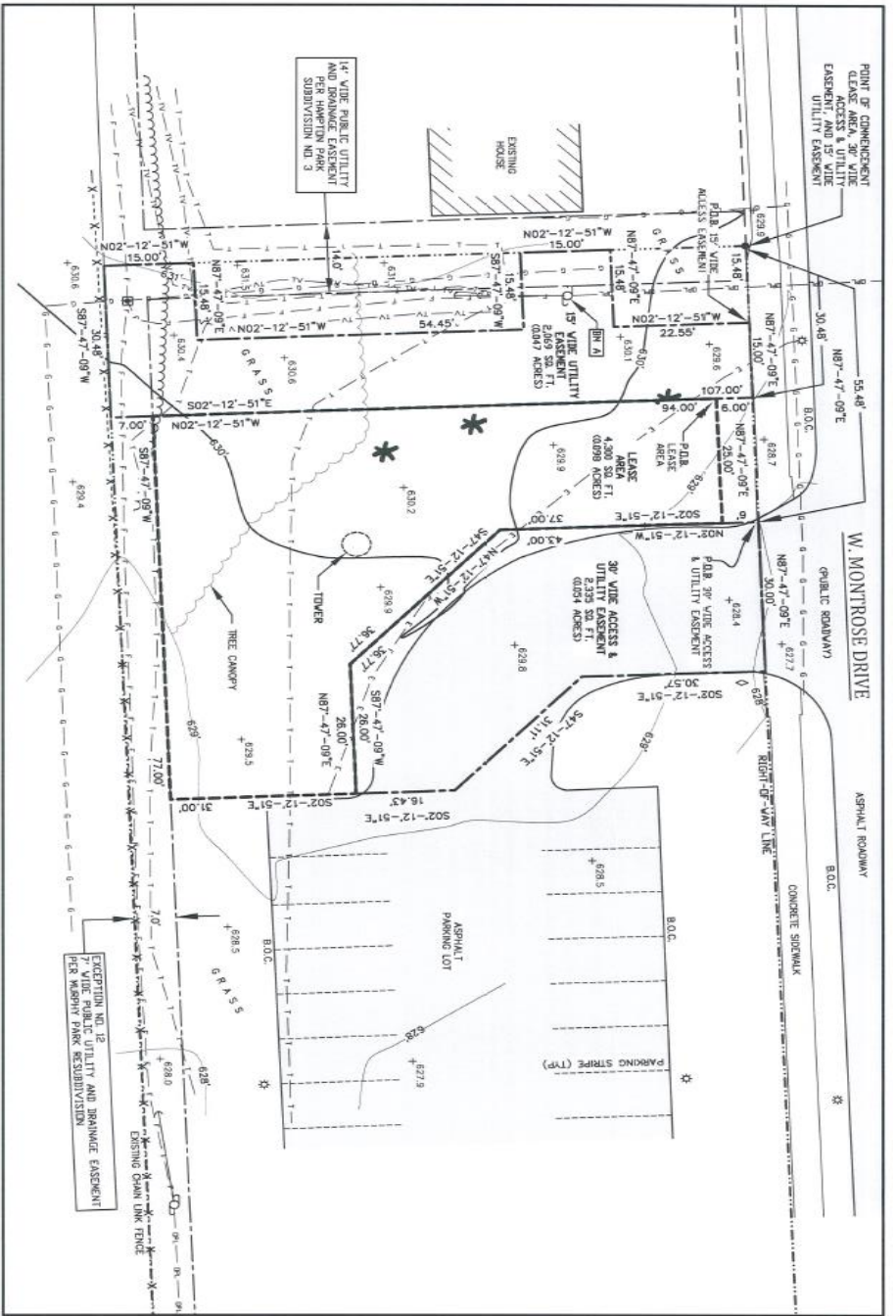
**PROPOSED TOWER BASE**  
 LATITUDE: 41°-38'-37.52"  
 LONGITUDE: 88°-05'-01.95"  
 (Per North American Datum of 83/2011)  
 Ground Elevation: 630.1'  
 (Per North American Vertical Datum of 1988)

**LEGEND—**  
 ○ = 1" x 18" IRON PIPE SET  
 □ = 6" NAIL SET  
 ● = 1" IRON PIPE FOUND  
 ⊕ = COUNTY MONUMENT FOUND  
 ⊙ = FIBER OPTIC VAULT  
 ⊕ = LIGHT POLE  
 ⊕ = EXISTING POWER POLE  
 ⊕ = EXISTING GUY ANCHOR  
 ⊕ = BURIED TELEPHONE  
 ⊕ = BURIED CABLE TELEVISION  
 ⊕ = BURIED CABLE TELEVISION  
 ⊕ = BURIED FIBER OPTIC LINE  
 ⊕ = CHAINLINK FENCE LINE  
 ⊕ = EDGE OF BRUSH/WOODS  
 ⊕ = PROPERTY LINE

**GRAPHIC SCALE**  
 0 10 20 40  
 1 inch = 20 ft.

**BENCHMARK INFORMATION**  
 SET 6" NAIL IN EAST FACE OF POWER POLE AT ABOVE GROUND LEVEL  
 ELEVATION: 631.84'

BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM (NAD 83/2011) EAST ZONE AND THE EAST LINE OF THE VILLAGE RESUBDIVISION OF LOT 13 IN BLOCK 13 IN HAMPTON PARK SUBDIVISION NO. 3, WHICH BEARS: S00°-25'-11"E



SURVEYED FOR:

**Edge**  
 Consulting Engineers, Inc.  
 601 North Dearborn  
 Suite 200  
 Chicago, IL 60610  
 606.444.1460 fax  
 606.444.1460 fax  
 www.edgeconsult.com

vertical bridge

750 PARK OF COMMERCE DRIVE  
 SUITE 200  
 BOCA RATON, FL 33487

**MERIDIAN**  
 SURVEYING, LLC  
 10837 Friedland Drive Office 820-933-0881  
 Kalamazoo, MI 49001 Fax 820-273-6037

SITE NAME:  
 ROMEOVILLE

SITE NUMBER:  
 US-IL-5644

SITE ADDRESS:  
 27 MONTROSE DRIVE  
 ROMEOVILLE, IL 60446

PROPERTY OWNER:  
 VILLAGE OF ROMEOVILLE  
 1050 WEST ROMEO DRIVE  
 ROMEOVILLE, IL 60446

PARCEL NO.: 12-02-34-008-013-0000  
 ZONED: P-1  
 DEED REFERENCE: INSTRUMENT NO. 974257

**SURVEY PLAT**  
 FOR  
 VERTICAL BRIDGE DEVELOPMENT, LLC  
 MURPHY PARK RESUBDIVISION, BEING  
 LOCATED IN THE NW/4 OF THE SW/4,  
 SECTION 34, T.27N., R.10E., OF THE  
 3rd P.M. VILLAGE OF ROMEOVILLE,  
 WILL COUNTY, ILLINOIS.

NO.	DATE	DESCRIPTION	BY
1	9-24-18	Added Updated Title	J.D.
2	9-25-18	Added Lease and Easement	J.D.
3	9-27-18	Preliminary Survey	J.D.

DATE	FIELD WORK
9-22-18	

CHECKED BY:	DATE
C.A.K.	9-22-18

DATE	FIELD BOOK
10/5/17	4-12, 64, 64

SHEET	OF
2	3



# LEASE PARCEL

A part of Lot "C" of Murphy Park Resubdivision as recorded as Document No. R2014009078, being located in the West Half (W/2) of the Southwest Quarter (SW 1/4) of Section Thirty-Four (34), Township Thirty-Seven (37) North, Range Ten (10) East of the Third Principal Meridian, Village of Romeoville, Will County, Illinois containing 4,300 square feet (0.098 acres) of land and being described by:

Commencing at the northwest corner of said Lot "C", said point also being on the south line of W. Montrose Drive; thence N87°47'09"E 30.48 feet along said south line of W. Montrose Drive; thence S02°12'51"E 6.00 feet to the point of beginning; thence N87°47'09"E 25.00 feet; thence S02°12'51"E 37.00 feet; thence S47°12'51"E 36.77 feet; thence N87°47'09"E 26.00 feet; thence S02°12'51"E 31.00 feet; thence S87°47'09"W 77.00 feet; thence N02°12'51"W 94.00 feet to the point of beginning; being subject to any and all easements and restrictions of record.

## 30' WIDE ACCESS & UTILITY EASEMENT

A part of Lot "C" of Murphy Park Resubdivision as recorded as Document No. R2014009078, being located in the West Half (W/2) of the Southwest Quarter (SW 1/4) of Section Thirty-Four (34), Township Thirty-Seven (37) North, Range Ten (10) East of the Third Principal Meridian, Village of Romeoville, Will County, Illinois containing 2,335 square feet (0.054 acres) of land and being described by:

Commencing at the northwest corner of said Lot "C", said point also being on the south line of W. Montrose Drive; thence N87°47'09"E 55.48 feet along said south line of W. Montrose Drive to the point of beginning; thence continue N87°47'09"E 30.00 feet along said south line of W. Montrose Drive; thence S02°12'51"E 30.57 feet; thence S47°12'51"E 31.11 feet; thence S02°12'51"E 16.43 feet; thence S87°47'09"W 26.00 feet; thence N47°12'51"W 36.77 feet; thence N02°12'51"W 43.00 feet to the point of beginning; being subject to any and all easements and restrictions of record.

## 15' WIDE UTILITY EASEMENT

A part of Lot "C" of Murphy Park Resubdivision as recorded as Document No. R2014009078, being located in the West Half (W/2) of the Southwest Quarter (SW 1/4) of Section Thirty-Four (34), Township Thirty-Seven (37) North, Range Ten (10) East of the Third Principal Meridian, Village of Romeoville, Will County, Illinois containing 2,069 square feet (0.047 acres) of land and being described by:

Commencing at the northwest corner of said Lot "C", said point also being on the south line of W. Montrose Drive; thence N87°47'09"E 15.48 feet along said south line of W. Montrose Drive to the point of beginning; thence continue N87°47'09"E 15.00 feet along said south line of W. Montrose Drive; thence S02°12'51"E 107.00 feet to a point on the south line of said Lot "C"; thence S87°47'09"W 30.48 feet along said south line of Lot "C" to the southwest corner thereof; thence N02°12'51"W 15.00 feet along the west line of said Lot "C"; thence N87°47'09"E 15.48 feet; thence N02°12'51"W 54.43 feet; thence S87°47'09"W 15.48 feet to a point on the west line of said Lot "C"; thence N02°12'51"W 15.00 feet along said west line of Lot "C"; thence N87°47'09"E 15.48 feet; thence N02°12'51"W 22.55 feet to the point of beginning; being subject to any and all easements and restrictions of record.

## PARENT PARCEL

Lot 13 in Block 13 in Hampton Park Subdivision No. 3, according to the Plat thereof recorded April 03, 1959, as Document No. 872683, in Will County, Illinois.

AND BEING the same property conveyed to Village of Romeoville, a municipal corporation from Robert E. Alexander by Warranty Deed dated December 20, 1962 and recorded December 28, 1962 in Deed Book 2009, Page 65.

Tax Parcel No. 12-02-34-308-013

## TITLE REPORT REVIEW

Title Report: Fidelity National Title Insurance Company  
Commitment No. 27731261

Effective Date: August 6, 2018

Fee Simple Title Vested In: Village of Romeoville, a municipal corporation

NOTE: The Statement of Applicability refers to the Tower Easement and any Easements pertinent Thereunto Where Specific Encumbrances affect the Tower Easement and/or a Pertinent Easement, they are identified as such.

Schedule B-II

(1-7) These are general statements and not specific encumbrances.

(8) Matters as shown and noted on Plat recorded in Plat Book 35, Page 47. This plat has been re-platted by Instrument No. R2013081183 and does not disclose any specific encumbrances.

(9) Ordinance No. 05-02-04 recorded on 01/24/2005 in Instrument No. R 2005014354. This is not a survey related item.

(10) Ordinance No. 05-02-41 recorded on 01/24/2005 in Instrument No. R 2005014355. This is not a survey related item.

(11) Ordinance No. 05-02-43 recorded on 01/24/2005 in Instrument No. R 2005014356. This is not a survey related item.

(12) Matters as shown and noted on Plat recorded on 07/17/2013 in Instrument No. R2013081183. All matters have been plotted and shown.

(13) Matters as shown and noted on Plat recorded on 01/29/2014 in Instrument No. R2014009078. All matters have been plotted and shown.



SURVEYED FOR:

**Edge**  
Consulting Engineers, Inc.

602 North Street  
P.O. Box 1002, WI 53078  
Phone: 414.224.1000  
Fax: 414.224.1001  
www.edgeconsulting.com

verticalbridge

750 PARK OF COMMERCE DRIVE  
SUITE 200  
BOCA RATON, FL 33487

**MERIDIAN**  
SURVEYING, LLC

19637 Friendship Drive Office 920-893-0881  
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:  
ROMEDEVILLE

SITE NUMBER:  
US-1-5844

SITE ADDRESS:  
27 MONTROSE DRIVE  
ROMEDEVILLE, IL 60446

PROPERTY OWNER:  
VILLAGE OF ROMEDEVILLE  
1050 WEST ROMEO DRIVE  
ROMEDEVILLE, IL 60446

PARCEL NO.: 12-02-34-308-013-0000

ZONED: P-1

DEED REFERENCE: INSTRUMENT NO. 974257

SURVEY PLAT  
FOR  
VERTICAL BRIDGE DEVELOPMENT, LLC

MURPHY PARK RESUBDIVISION, BEING  
LOCATED IN THE W/2 OF THE SW/4,  
SECTION 34, T.37N., R.10E., OF THE  
3rd P.M., VILLAGE OF ROMEDEVILLE,  
WILL COUNTY, ILLINOIS

3 9-24-18	Added Updated Title	J.D.
2 9-5-18	Added Lease and Easement	J.D.
1 8-27-18	Preliminary Survey	J.D.
NO. DATE	DESCRIPTION	BY
DRAWN BY: J.D.	FIELD WORK: 8-22-18	
CHECKED BY: C.A.K.	FIELD BOOK: M-47, PG. 64	
JOB NO.: 10517	SHEET: 3 OF 3	

**EXHIBIT 3**

Memorandum of Option to Lease

(Attached)

---

(Above 3" Space for Recorder's Use Only)

**Upon Recording Return to:**

Vertical Bridge Development, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, FL 33487  
Attn: Daniel Marinberg

**Site Name: Romeoville**

**Site Number: US-IL-5644**

**MEMORANDUM OF OPTION TO LEASE**

This Memorandum of Option to Lease ("**Memorandum**") evidences an Option and Lease Agreement (the "**Lease**") between Village of Romeoville, a municipal corporation ("**Landlord**"), whose address is 1050 W. Romeo Road, Romeoville, IL 60446, and Vertical Bridge Development, LLC, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("**Tenant**"), dated \_\_\_\_\_, 201\_\_\_\_ (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Pursuant to the Lease, Landlord has granted Tenant an exclusive option to lease the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of one (1) year from the Effective Date and may be renewed by Tenant for an additional one (1) year period.

Landlord ratifies, restates and confirms the Lease and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;
3. Landlord may not subdivide the Property without Tenant's prior written consent; and
4. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities.

5. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

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

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

**WITNESSES:**

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

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

**LANDLORD:**

**Village of Romeoville**  
a municipal corporation

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

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

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ (name), \_\_\_\_\_  
(title of position).

(SEAL)

\_\_\_\_\_  
Notary Public

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

My Commission Expires:

\_\_\_\_\_

[Tenant's Signature Page to Memorandum of Option to Lease]

**WITNESSES:**

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

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

**TENANT:**

**Vertical Bridge Development, LLC**  
a Delaware limited liability company

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

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

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

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

**STATE OF FLORIDA**

**COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of Vertical Bridge Development, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

\_\_\_\_\_  
Notary Public

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

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT A**  
(TO MEMORANDUM OF OPTION TO LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

The following described Real Estate situated in the County of Will in the State of Illinois, to wit:

Lot 13 in Block 13 in Hampton Park Subdivision No. 3, according to the Plat thereof recorded April 03, 1959, as Document No. 872683, in Will County, Illinois.

AND BEING the same property conveyed to Village of Romeoville, a municipal corporation from Robert E. Alexander by Warranty Deed dated December 20, 1962 and recorded December 28, 1962 in Deed Book 2009, Page 65.

Tax Parcel No. 12-02-34-308-013

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

**EXHIBIT 4**

Memorandum of Lease

(Attached)



---

(Above 3" Space for Recorder's Use Only)

**Upon Recording Return to:**

Vertical Bridge Development, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, FL 33487  
Attn: Daniel Marinberg

**Site Name: Romeoville**

**Site Number: US-IL-5644**

**MEMORANDUM OF LEASE**

This Memorandum of Lease ("**Memorandum**") evidences a Lease Agreement (the "**Lease**") between Village of Romeoville, a municipal corporation ("**Landlord**"), whose address is 1050 W. Romeo Road, Romeoville, IL 60446, and Vertical Bridge Development, LLC, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("**Tenant**"), dated \_\_\_\_\_, 201\_\_\_\_ (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is \_\_\_\_\_. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities;
3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for communications or broadcast facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);

4. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;

5. Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property;

8. Landlord may not subdivide the Property without Tenant's prior written consent; and

9. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

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

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

**WITNESSES:**

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

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

**LANDLORD:**

**Village of Romeoville**  
a municipal corporation

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

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

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ (name), \_\_\_\_\_  
(title of position).

(SEAL)

\_\_\_\_\_  
Notary Public

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

My Commission Expires:

\_\_\_\_\_

[Tenant's Signature Page to Memorandum of Lease]

**WITNESSES:**

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

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

**TENANT:**

**Vertical Bridge Development, LLC**  
a Delaware limited liability company

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

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

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

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

**STATE OF FLORIDA**

**COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ (name), \_\_\_\_\_ (title) of Vertical Bridge Development, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**(TO MEMORANDUM OF LEASE)**

The Property

(may be updated by Tenant upon receipt of final legal description from title)

LEASE PARCEL

A part of Lot "C" of Murphy Park Resubdivision as recorded as Document No. R2014009078, being located in the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Thirty-Four (34), Township Thirty-Seven (37) North, Range Ten (10) East of the Third Principal Meridian, Village of Romeoville, Will County, Illinois containing 4,300 square feet (0.098 acres) of land and being described by:

Commencing at the northwest corner of said Lot "C", said point also being on the south line of W. Montrose Drive; thence N87°-47'-09"E 30.48 feet along said south line of W. Montrose Drive; thence S02°-12'-51"E 6.00 feet to the point of beginning; thence N87°-47'-09"E 25.00 feet; thence S02°-12'-51"E 37.00 feet; thence S47°-12'-51"E 36.77 feet; thence N87°-47'-09"E 26.00 feet; thence S02°-12'-51"E 31.00 feet; thence S87°-47'-09"W 77.00 feet; thence N02°-12'-51"W 94.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

30' WIDE ACCESS & UTILITY EASEMENT

A part of Lot "C" of Murphy Park Resubdivision as recorded as Document No. R2014009078, being located in the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Thirty-Four (34), Township Thirty-Seven (37) North, Range Ten (10) East of the Third Principal Meridian, Village of Romeoville, Will County, Illinois containing 2,335 square feet (0.054 acres) of land and being described by:

Commencing at the northwest corner of said Lot "C", said point also being on the south line of W. Montrose Drive; thence N87°-47'-09"E 55.48 feet along said south line of W. Montrose Drive to the point of beginning; thence continue N87°-47'-09"E 30.00 feet along said south line of W. Montrose Drive; thence S02°-12'-51"E 30.57 feet; thence S47°-12'-51"E 31.11 feet; thence S02°-12'-51"E 16.43 feet; thence S87°-47'-09"W 26.00 feet; thence N47°-12'-51"W 36.77 feet; thence N02°-12'-51"W 43.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

15' WIDE UTILITY EASEMENT

A part of Lot "C" of Murphy Park Resubdivision as recorded as Document No. R2014009078, being located in the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Thirty-Four (34), Township Thirty-Seven (37) North, Range Ten (10) East of the Third Principal Meridian, Village of Romeoville, Will County, Illinois containing 2,069 square feet (0.047 acres) of land and being described by:

Commencing at the northwest corner of said Lot "C", said point also being on the south line of W. Montrose Drive; thence N87°-47'-09"E 15.48 feet along said south line of W. Montrose Drive to the point of beginning; thence continue N87°-47'-09"E 15.00 feet along said south line of W. Montrose Drive; thence S02°-12'-51"E 107.00 feet to a point on the south line of said Lot "C"; thence S87°-47'-09"W 30.48 feet along said south line of Lot "C" to the southwest corner thereof; thence N02°-12'-51"W 15.00 feet along the west line of said Lot "C"; thence N87°-47'-09"E 15.48 feet; thence N02°-12'-51"W 34.45 feet; thence S87°-47'-09"W 15.48 feet to a point on the west line of said Lot "C"; thence N02°-12'-51"W 15.00 feet along said west line of Lot "C"; thence N87°-47'-09"E 15.48 feet; thence N02°-12'-51"W 22.55 feet to the point of beginning, being subject to any and all easements and restrictions of record.

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area