

Landlord:

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

Tenant:

Central States Tower IV, LLC
323 S. Hale Street, Suite 100
Wheaton, IL 60187
Market: IL/WI
Site #: TBD
Site Name: Remington Distro

GROUND LEASE AGREEMENT

This **OPTION AND LEASE AGREEMENT** (this “**Agreement**”) is made this _____ day of _____, 2021 (the “**Effective Date**”), by and between Village of Romeoville, a municipal corporation (“**Landlord**”), whose address is 1050 W. Romeo Road, Romeoville, IL 60446, and Central States Tower IV, LLC, a Delaware limited liability company (“**Tenant**”), whose address is 323 S. Hale Street, Suite 100, Wheaton, IL 60187

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 ten thousand (10,000) square feet and to obtain nonexclusive easements for placement of a grounding system, electric and telephone utility service 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 _____ feet (____') to _____ feet (____') with a centerline of _____ (____') 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 inside the Premises provided such ground space does not exceed 5' x 5', provided, however, that in the event that Landlord shall require ground space in excess of a 5' x 5' area, Landlord may elect to install its required ground equipment on Landlord's own property adjacent to the Premises, and connect the same to the equipment to be installed on Landlord's Tower Space through cabling installed within underground conduit within the Premises, in a location approved by the Tenant, and upon such approval and the subsequent installation thereof, Landlord shall be deemed to have reserved an easement over the area of the installation of such underground conduit for the construction, operation, installation, maintenance, repair and replacement of the same. Prior to any installation of equipment on the tower by Landlord or the installation of the aforementioned underground conduit, 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.

(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 law but the foregoing shall in no way limit or restrict Landlord’s exercise of its rights under Section 7 hereof.

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. [Intentionally Deleted].

15. RIGHT OF FIRST REFUSAL.

(a) 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.

(b) If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement (“**Rental Stream Offer**”) which Landlord desires to accept, Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement.

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 accordance with its terms.

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 AND NON-DISTURBANCE. This Agreement shall be subordinate to any mortgage of record against the Premises prior to the Commencement Date. Promptly after this Agreement is fully executed, however, Landlord shall obtain a non-disturbance agreement in a form reasonably acceptable to Tenant from the holder of any mortgage.

25. SUBORDINATION AND NON-DISTURBANCE.

26. [INTENTIONALLY DELETED]

27. [INTENTIONALLY DELETED]

28. [INTENTIONALLY DELETED]

29. 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.

30. 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
1050 W. Romeo Road
Romeoville, IL 60446

If to Tenant:

Central States Tower
IV, LLC
323 S. Hale Street,
Suite 100
Wheaton, IL 60187

31. 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 12th 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 Lease may be recorded at Landlord or Tenant's option in the form as depicted in **Exhibit 3**, 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 ILLINOIS

COUNTY OF WILL

The foregoing instrument was acknowledged before me this ____ day of _____, 2021
by _____ (name), _____
(title of position).

(SEAL)

Notary Public

Printed Name:_____

My Commission Expires:

[Tenant signature page to Option and Lease Agreement]

WITNESSES:

Name: _____

Name: _____

TENANT:

Central States Tower IV, LLC, a
Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF ILLINOIS

COUNTY OF DUPAGE

The foregoing instrument was acknowledged before me this ____ day of _____
_____, 2021, by _____ (name), _____
_____(title) of Central States Tower IV, 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)

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

Tax Parcel No. 12-02-29-101-006-0000

Legal Descriptions

Parent Parcel (per Report of Title)

Lots, 1, 7, 10 and 13 in Windham Lakes Resubdivision Number 3, a Resubdivision of Lots 1, 2, 4, and 5 of Windham Lakes Resubdivision No. 1, and except that portion of Lot 5 falling within Windham Lakes Resubdivision No. 4, together with Lots 1 and 2 in Windham Lakes Phase IA, according to the Plat of Windham Lakes Resubdivision Number 3 recorded March 31, 1993 as Document No., R93-23953

EXCEPT lands described in Quit Claim Deed in Instrument No. R2005058148

[Insert survey, site plan and legal description]

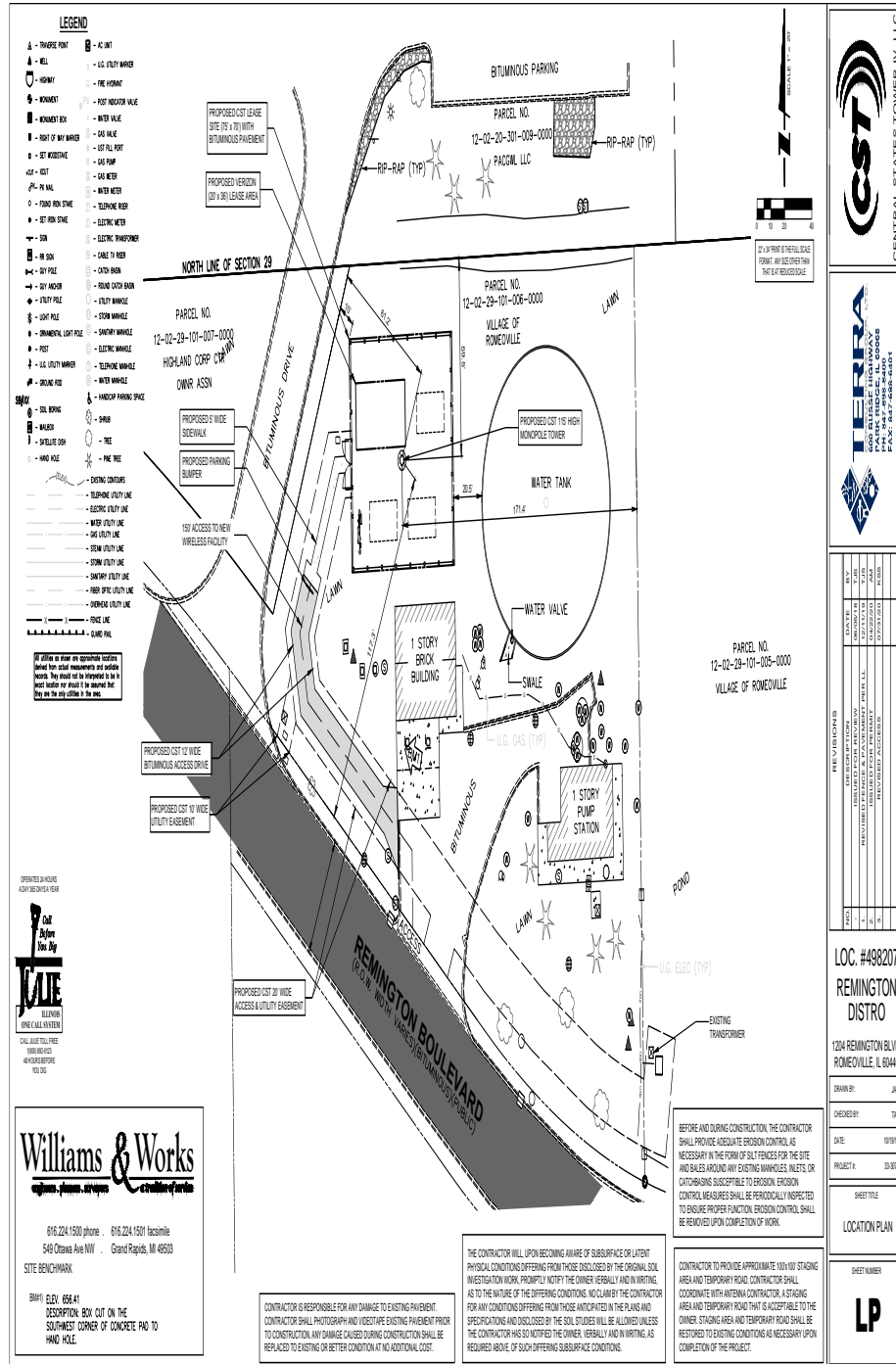


EXHIBIT 3

Memorandum of Lease

(Attached)

Prepared by:

Central States Tower IV, LLC
323 S. Hale Street, Suite 100
Wheaton, IL 60187
(630) 221-8500 Main Number
(630) 221-8516 Fax

Return to:

Central States Tower IV, LLC
323 S. Hale Street, Suite 100
Wheaton, IL 60187
(630) 221-8500 Main Number
(630) 221-8516 Fax

Re: Cell Site # TBD;
Cell Site Name: Remington Distro

State: Illinois
County: Will

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2021, by and between _____, a _____, having a mailing address of _____ (hereinafter referred to as "**Landlord**") and Central States Tower IV, LLC, a Delaware limited liability company, having a mailing address of 323 S. Hale Street, #100, Wheaton, IL 60187 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Ground Lease Agreement ("**Agreement**") on the ____ day of _____, 2021, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Rent Commencement Date, with nine (9) successive five (5) year terms to renew.
3. The portion of the Property being leased to Tenant is contained and described in **Exhibit A** annexed hereto.
4. This Memorandum of Lease 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 Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

WITNESSES:

Print Name: _____

"LANDLORD"

Village of Romeoville, an Illinois municipal corporation

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"

Central States Tower IV, LLC,
a Delaware limited liability company

Print Name: _____

By: _____
Print Name: _____
Its: _____
Date: _____

TENANT ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2021, before me personally appeared _____, and acknowledged under oath that he is duly authorized to sign on behalf of Central States Tower IV, LLC, the TENANT named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Limited Liability Company.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2021 before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

PARTNERSHIP (consisting of corporations) ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 2021, _____ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

(a) this/these person(s) signed, sealed and delivered the attached document as _____ [title] of _____ [name of corporation] a corporation of the State of _____, which is a general partner of the partnership named in this document;

(b) the proper corporate seal of said corporate general partner was affixed; and

(c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

Notary Public: _____
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 2021, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

