

VILLAGE OF BRADLEY

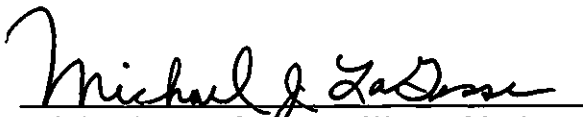
RESOLUTION NO. R-5-14-4

A RESOLUTION APPROVING A  
TELECOMMUNICATIONS FACILITY LEASE AGREEMENT  
WITH CAPITAL TELECOM, LLC

ADOPTED BY THE  
BOARD OF TRUSTEES  
VILLAGE OF BRADLEY

This 27 day of MAY, 2014

CERTIFICATE:

  
Michael J. LaGesse, Village Clerk

**RESOLUTION NO. R-5-14-4**

**A RESOLUTION APPROVING A  
TELECOMMUNICATIONS FACILITY LEASE AGREEMENT  
WITH CAPITAL TELECOM, LLC**

**WHEREAS**, the Village of Bradley ("Village") is the owner of a certain tract or parcel of land, to wit parcel no. 17-09-21-200-025 (hereinafter the "Property"), on Christine Drive in the Village of Bradley, County of Kankakee, State of Illinois; and

**WHEREAS**, the Village received a proposal from Capital Telecom Acquisition LLC, a Delaware limited liability company, to lease the Property for purposes of constructing, installing and operating a telecommunications facility upon the Property ; and

**WHEREAS**, the Village desires to enter into a Telecommunications Facility Lease Agreement with Capital Telecom LLC, for placement of the proposed telecommunications facility upon the Property; and

**WHEREAS**, the Village is authorized to enter into said Agreement pursuant to 65 ILCS 5/11 et seq.

**NOW THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Bradley, as follows:

**Section 1. Recitals Incorporated.** The above recitals are incorporated herein by reference as though fully set forth.

**Section2. Telecommunications Facility Lease Agreement Approved.** The Telecommunications Facility Lease Agreement (attached hereto as Exhibit A) between the Village and Capital Telecom Acquisition, LLC is approved in substantially the form presented at the meeting of the President and Board of Trustees at which this Resolution is adopted, subject to the review and approval of the Village Attorney.

**Section 3. Execution of Agreement.** The Village President and the Village Clerk are directed to execute the agreement on behalf of the Village in substantially the form attached, subject to the review and approval of the Village Attorney.

**Section 4. Severability and Repeal of Inconsistent Ordinances and Resolutions.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All existing ordinances of the Village of Bradley are hereby repealed insofar as they may be inconsistent with the provisions of this Ordinance.

**Section 5. Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 27 day of MAY, 2014

TRUSTEES:

Jerry Balthazor:	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
Robert Redmond:	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
Lori Gadbois:	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
George Golwitzer:	Aye - <input type="checkbox"/>	Nay - <input checked="" type="checkbox"/>	Absent - <input type="checkbox"/>
Melissa Carrico:	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
Eric Cyr:	Aye - <input type="checkbox"/>	Nay - <input checked="" type="checkbox"/>	Absent - <input type="checkbox"/>

Bruce Adams: Aye -  Nay -  Absent -

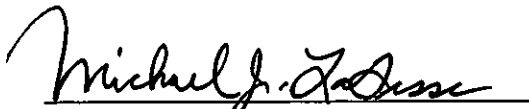
TOTALS: AYE - 4 NAY - 2 ABSENT - 0

APPROVED this 27 day of MAY, 2014



Bruce Adams, President of the Board of Trustees of the Village of Bradley

ATTEST:



Michael J. LaGesse, Village Clerk

# **EXHIBIT A**

[Telecommunications Facility Lease Agreement]

## TELECOMMUNICATIONS FACILITY LEASE AGREEMENT

This Telecommunications Facility Lease Agreement (the "**Lease**" or "**Agreement**") is entered into as of the date of full execution by the parties (the "**Effective Date**"), by and between Village of Bradley, (the "**Landlord**"), with an address at 147 South Michigan Avenue, Bradley, Illinois 60915-2243, and Capital Telecom Acquisition LLC, a Delaware limited liability company (the "**Tenant**"), with an address at c/o Capital Telecom, LLC, 1500 Mt. Kemble Avenue, Suite 203, Morristown, New Jersey 07960.

### RECITALS

WHEREAS, Landlord is the owner of a certain tract or parcel of land designated as Parcel No. 17-09-21-200-025, on Christine Drive, in the Village of Bradley, County of Kankakee, State of Illinois, more fully described on Exhibit "A" attached hereto and made a part hereof (the "**Landlord's Property**"); and

WHEREAS, Tenant has requested, and Landlord has agreed, to lease to Tenant a portion of Landlord's Property ("**Leased Premises**") for the purpose of constructing, installing, operating, repairing, maintaining, upgrading and/or replacing a Telecommunications Facility (as hereinafter defined), upon the terms and conditions as set forth in this Lease;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

#### 1. Leased Premises.

In consideration of the obligation of Tenant to pay rent, as set forth in Paragraph 3 below, along with the other terms, provisions and covenants stated herein, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, pursuant to the terms hereof, the Leased Premises located within Landlord's Property, all as more fully shown on Exhibit "B" attached hereto and made a part hereof as well as any other landscaping area required through the approval process, and the following additional rights (i) a non-exclusive right to use in common with others entitled to use same, the common areas of the Landlord's Property, including but not limited to a twenty foot (20') Access Easement for ingress and egress, to and through all driveways, parking areas, adjoining roadways and the "Premises" and (ii) the right to use, including without limitation the right to access, and, if necessary, install utilities, in common with others entitled to use same, a ten foot (10') foot wide right-of-way, Utility Easement for electric and telephone service, ~~as generally depicted on Exhibit "B"~~, from the nearest available utility service and/or nearest public right-of-way to the Leased Premises as generally depicted on Exhibit "B", which Exhibit shall first be reviewed and consented to by the Landlord in writing. All plans, designs and details of the site design of the Telecommunications Facility, including but not limited to landscaping, driveway paving materials and fencing shall first be approved by the Landlord in writing. The Tenant's use of the common areas of the Landlord's Property shall be subject, however, to the terms and conditions set forth herein.

The parties understand and acknowledge that Exhibits "A" and "B", attached to the Lease and/or Memorandum of Lease, at its execution, may be preliminary (the "Preliminary Exhibits"). Accordingly, the parties agree that, in the event, final, more complete exhibits are later prepared ("Revised Exhibits"), upon notice to and written approval of, the Landlord, the Preliminary Exhibits attached to the Lease and/or Memorandum of Lease shall thereupon be replaced with the Revised Exhibits which shall serve to supersede and replace any Preliminary Exhibits attached to the Lease and/or Memorandum of Lease. Any references in the Lease pertaining to Exhibit "A" or "B" shall thereupon refer to the Revised Exhibits.

## 2. Term and Renewals.

This Agreement shall be effective as of the date of full execution by the parties (the "Effective Date") however, the initial term shall be for fifteen (15) years (the "Initial Term") commencing on the "Rent Commencement Date" (as hereinafter defined), at which time rental payments shall become due to the Lessor. The Term of this Agreement may be extended by Tenant for up to five (5) successive terms of five (5) years each (each a "Renewal Term," and collectively, the "Renewal Terms"). The Term of this Agreement will automatically renew for each Renewal Term unless Tenant shall give Landlord written notice of its intention not to exercise a renewal option at least six (6) months prior to the end of the Initial Term, or the then current Renewal Term, as the case may be (the Initial Term and Renewal Terms for which Tenant has exercised its option to renew are hereinafter collectively called the "Term"). Should Tenant hold over and not remove the Telecommunications Facility after the expiration of the Term hereof, without the execution of a new or extended agreement, Tenant shall be deemed to be using the Leased Premises from month to month, subject to such use being terminated by either Landlord or Tenant upon thirty (30) days' written notice and subject to all of the other terms, covenants and conditions of the Agreement.

## 3. Rent and Rent Commencement Date.

The "Rent Commencement Date" shall be, assuming this Agreement has not been terminated in accordance with Section 4(g), the first day of the month following the commencement of construction of a Telecommunications Facilities for which Permits (as hereinafter defined) have been issued.

(a) Commencing on the Rent Commencement Date, as defined above, and during the Term, Tenant shall pay Landlord the following:

- i. Annual base rent in the amount of Twelve Thousand Dollars (\$12,000.00) payable in equal monthly installments of One Thousand Dollars (\$1,000.00) (the "Rent").
- ii. Rent shall increase by ten percent (10%) every five (5) years, commencing on the fifth (5<sup>th</sup>) anniversary of the Rent Commencement Date through the initial lease term and at the commencement of each renewal term.
- iii. At such time that a second Carrier, and for each additional Carrier thereafter, which subleases/sublicenses the Leased Premises and

commences paying sublease/sublicense fees, Rent shall increase Two Hundred Fifty-Dollars (\$250.00) per month, for each Additional Carrier which subleases/sublicenses the Leased Premises and commences paying sublease/sublicense fees, which amount(s) shall increase in accordance with subparagraph (a)ii above.

(b) Monthly Rent payments are due on the first (1<sup>st</sup>) day of each month of the Term.

(c) The Rent shall be paid by Tenant, at the address provided herein for Landlord's notice, without any prior demand therefore and without any deduction or setoff whatsoever.

4. Use.

(a) The Leased Premises are leased for the purposes of constructing, installing, operating, repairing, maintaining, upgrading and replacing a communications tower, the plans for which shall be previously approved by the Landlord in writing, which, at any time during the lease term, may be extended as permitted by the local jurisdiction, without requiring the consent of the Landlord, poles, guy wires and anchors, equipment shelters, buildings, utility lines, communication equipment, signs, personal property and related facilities and improvements including without limitation all technological evolutions of any of the foregoing (the "Telecommunications Facility"). Tenant shall have the right to use the Telecommunications Facility for its business purposes, which shall include, without limitation, subleasing or licensing all or any portion of the Leased Premises and/or the Telecommunications Facility to third parties ("Carriers"), without Landlord consent.

(b) At all times during the Term of this Lease, Tenant and its employees, agents, customers and invitees shall have free access to the Leased Premises seven (7) days a week, twenty-four (24) hours a day. If, at any time, access is denied, for any reason whatsoever, and such denial of access continues for two (2) consecutive days, Tenant shall have the right, in addition to other rights and remedies available to Tenant at law or in equity, to terminate this Lease with no further liability or obligation hereunder.

(c) Tenant shall have the right to construct board on board fencing around and within the Leased Premises and to otherwise secure the Leased Premises and the Telecommunications Facility. Tenant may enter upon Landlord's Property for the purpose of making surveys, conducting tests and investigations, cutting or trimming trees, bushes, or other vegetation that interferes with the use and operation of the Telecommunications Facility and to construct temporary anchors and guys in connection with the construction of any communications tower or pole on the Leased Premises. If the construction or maintenance of the Telecommunications Facility results in damage to the Leased Premises, Tenant shall promptly repair same to its prior condition, normal wear and tear and insured casualty excepted.

(d) At all times during the Term, Tenant will, and will cause its Carriers to, observe and conform to, in all material respects, all laws, ordinances, orders, rules and regulations now or

hereafter applicable to the Leased Premises and the Telecommunications Facility and/or the use of either.

(e) Tenant is responsible to ensure that the Telecommunications Facility complies with all applicable rules and regulations of the Federal Communications Commission ("FCC"), Federal Aviation Administration ("FAA") and any and all applicable codes and regulations of the regulating federal, municipal, county and state authorities/agencies with respect to the installation, use, maintenance and removal of the Telecommunications Facility. Landlord assumes no responsibility for the licensing, operation and/or maintenance of the Telecommunications Facility. Tenant shall obtain the necessary permits, leases and approvals from all governmental authorities having jurisdiction. If, at any time during the Term of this Lease, the FAA, FCC, or other federal, state or governmental agency changes its regulations and requirements so that Tenant may no longer use the Leased Premises for the Telecommunications Facility, Tenant shall have the right to terminate this Lease upon sixty (60) days' written notice to Landlord. Upon the exercise of such right by Tenant this Lease shall become null and void and neither party shall have any further liability or obligation to the other.

(f) Tenant agrees that Tenant and any Carriers will be permitted to install only such equipment that is of the type and frequency which will not cause measurable interference to Landlord and/or Landlord's Property. In the event Landlord notifies Tenant in writing of any such interference, Tenant shall modify or cease its use of the Telecommunications Facility, as necessary, to promptly eliminate such interference. Tenant shall have the opportunity to relocate the Telecommunications Facility on the Landlord's Property if such relocation shall remedy the events described, whereupon this Lease shall be modified accordingly.

(g) The Permit Contingency Date ("Permit Contingency Date") is herein defined as two hundred seventy (270) days following the Effective Date, wherein Tenant shall use its commercially reasonable efforts to obtain the final, unappealable (and for which no appeal is pending) certificates, permits and other approvals that are required by federal, state, local governmental or quasi-governmental authorities (collectively, the "Permits"). Provided that the Tenant is diligently pursuing the Permits, the Tenant shall have the right, upon written notice to Landlord, (to be delivered prior to the expiration of the last day of the then Permit Contingency Date), to extend the Permit Contingency Date from its date of expiration for up to two (2) ninety (90) day periods ("Extended Permit Contingency Date"). If Tenant is in the process of appealing or contesting an appeal, Tenant has the additional right to further extend the Permit Contingency Date until said appeal(s) has run its course, but in no event more than 24 months following the Effective Date and so long as Tenant is diligently prosecuting such appeal. Tenant shall bear the responsibility and cost of obtaining the Permits. Landlord agrees to use reasonable efforts to cooperate with Tenant's efforts to obtain the Permits, including signing proper applications in a timely manner and/or joining in all such applications as may be necessary. Tenant shall use its commercially reasonable, diligent efforts to obtain the Permits and shall copy Landlord on all submissions to, and responses from, governmental agencies relevant to the Permits.

(h) In the event Tenant has not satisfied (which shall be evidenced by a written notice to Landlord from Tenant), or waived in writing, the Permit Contingency on or before the expiration of the Permit Contingency Date or the Extended Permit Contingency Date, Tenant shall have the right to terminate this Lease prior to the expiration of the Permit Contingency



Period or the Extended Permit Contingency Date, or on such earlier date that Tenant has determined the Permits are not likely to be issued. Upon such termination, no further liability shall attach to either party under this Lease. At any time prior to the Permit Contingency Date or the Extended Permit Contingency Date, the Tenant shall have the right, upon thirty (30) days prior written notice to Landlord, to terminate this Lease if Tenant shall determine that the proposed use and/or business in respect of the Leased Premises shall not be feasible. Should Tenant exercise said termination right then Tenant will give immediate notice of the termination and neither Party shall have any further liability.

(i) The Landlord will cooperate with Tenant and shall seek to obtain a mutually acceptable subordination non-disturbance and attornment agreement (“SNDA”) from any mortgagee(s) that encumbers the Leased Premises or the Landlord’s interest therein. The Tenant shall be responsible for the payment of all third party costs incurred in connection with obtaining the SNDA. The SNDA shall be regarded as a Permit, and the failure to obtain a SNDA if not waived by Tenant, shall be regarded as the failure to obtain a Permit.

#### 5. Utility Services/Taxes.

(a) Tenant shall pay all charges incurred for its use of utility services at the Leased Premises including, without limitation, gas, electricity, water, sewer and telephone. Landlord shall cooperate with Tenant in Tenant’s efforts to obtain utility services along the Right of Way by signing such documents or easements as may be reasonably required by Tenant’s utility service provider. Tenant shall bear the costs of any additional installations to provide utilities.

(b) Tenant will be responsible for payment of all personal property taxes assessed directly upon the Telecommunications Facility and arising solely from its use. Tenant will pay to Landlord any increase in real property taxes attributable solely to the Telecommunications Facility within sixty (60) days after receipt of satisfactory documentation indicating calculation of Tenant’s share of such real estate taxes and payment of the real estate taxes by Landlord. Landlord will pay, when due, all real estate taxes and assessments attributable to Landlord’s Property of which the Leased Premises is a part, subject to reimbursement by Tenant as required above.

#### 6. Insurance.

Tenant will, at its own cost and expense, obtain and maintain (and cause its Carriers to obtain and maintain) during the Term, a policy or policies of comprehensive general liability insurance, or its equivalent, with minimum limits of not less than (a) \$1,000,000 for injury to one or more persons in any one occurrence and (b) \$1,000,000 for property damage in any one accident.

The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its related business entities. All insurance policies required to be maintained by Tenant hereunder shall; (i) be with responsible insurance companies authorized to do business in the state where the Premises are located, if required by law; (ii) shall name Landlord as an additional insured; (iii) and shall provide for cancellation only upon ten (10) days’ prior written notice to Landlord. Tenant shall

evidence such insurance coverage by delivering to Landlord, if requested, certificates, and all renewals thereof, issued by the insurance companies underwriting such risks.

7. Liability and Indemnification.

Landlord shall not be liable for any injury to person(s) or damage to property on or about the Landlord's Property and/or Premises caused by the negligence or willful misconduct of Tenant, its Carriers, employees, customers or agents, or of any other person entering upon Landlord's Property or the Leased Premises under express or implied invitation of Tenant (other than Landlord or Landlord's employees, contractors, agents or invitees), or for a breach of this Lease by Tenant, and Tenant agrees to indemnify and hold harmless Landlord from any loss, claim, damage, cost, or expense suffered or incurred by Landlord by reason of any such damage or injury. Tenant shall not be liable for any injury to person(s) or damage to property on or about Landlord's Property and/or the Leased Premises caused by the negligence or willful misconduct of Landlord, its employees, contractors, or agents, or of any other person entering upon Landlord's Property and/or the Leased Premises under express or implied invitation of Landlord (other than Tenant or Tenant's Carriers, employees, customers, agents or invitees), or for a breach of this Lease by Landlord, and Landlord agrees to indemnify and hold harmless Tenant and its Carriers from any loss, claim, damage, cost, or expense suffered or incurred by Tenant or its Carriers by reason of any such damage or injury.

8. Quiet Enjoyment; Condition of Landlord's Property.

(a) Landlord covenants and agrees that Tenant, on paying rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Leased Premises for the Term of this Lease, including any Renewal Terms, without any hindrance, molestation or ejection by Landlord, its successors and/or assigns, or those claiming through any of them. Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Landlord's Property by Tenant, its agents, employees, contractors or invitees. Throughout the Term, the Landlord shall not permit a competing Telecommunications Facility to operate on the Landlord's Property or any property in which the Landlord has a controlling interest or is owned or controlled by the Landlord, which adjoins the Landlord's Property. .

(b) As used herein, the term "**hazardous material**" means any hazardous or toxic substance, material or waste (including, without limitation, asbestos) which is determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property and/or the use and/or disposal of which is regulated by any governmental authority. Tenant shall be responsible for all obligations of compliance with all environmental laws and regulations of any governmental authority regulating standards of liability or standards of conduct as may now or at any time hereinafter be in effect that are in any way related to the Telecommunications Facility or Tenant's activities conducted upon or about the Landlord's Property. Tenant hereby agrees to indemnify, defend and hold harmless Landlord (and its affiliates and their officers, employees, directors, managers, trustees and shareholders) from all fines, suits, procedures, claims, actions and costs in any way growing out of or connected with (i) any breach by Tenant of the foregoing covenants, (ii) any hazardous material introduced into the Landlord's Property by Tenant or its employees, contractors, agents, lessees or subtenants, and/or (iii) the Telecommunications Facility.

(c) Landlord represents and warrants that the Leased Premises is in compliance with any and all applicable federal, state or local statutes, ordinances, codes, administrative orders, rules or regulations relating to or concerning hazardous, toxic or dangerous waste, substance or material, including, without limitation, the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the National Environmental Protection Agency requirements (collectively, “**Environmental Laws**”).

(d) Landlord represents and warrants to Tenant that it is the fee owner of the Landlord’s Property, free of any title defects, liens or encumbrances that would interfere with Tenant’s use thereof. During the Term of this Lease, Landlord covenants and agrees that it will not grant, create, or suffer any claim, lien, charge, encumbrance, easement, restriction, or exception to title to the Leased Premises without the prior written consent of Tenant, provided, however, that it is expressly agreed and understood that Landlord may subject its interest in the Leased Premises to a mortgage loan if its lender shall agree for itself, its successors, and assigns, by written instrument in form and substance reasonably satisfactory to Tenant; (i) to be bound by the terms of this Lease; (ii) not to disturb Tenant’s or its Carriers’ use or possession of the Leased Premises in the event of a foreclosure of such lien or encumbrance so long as Tenant is not in default under this Lease; and (iii) not to join Tenant or any of its Carriers as a party defendant in any such foreclosure proceeding taken by it. Any sale of the Leased Premises, including, without limitation, a sale in bankruptcy, shall be under and subject to this Lease.

9. Assignment, Sublease, License, Mortgage.

(a) Tenant may assign this Lease at any time without the prior written consent of Landlord. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder, without necessity of any further writing. Tenant may sublease or lease all or any part of the Leased Premises at any time without prior consent. Landlord recognizes the subleases and leases of all of Tenant’s Carriers, now or hereafter in effect, and will permit each Carrier of Tenant to remain in occupancy of and use the Leased Premises, notwithstanding any Default hereunder by Tenant, so long as each Carrier is not in default under its sublease or lease with Tenant.

(b) Tenant shall have the right to mortgage, pledge or grant a security interest in its interest in this Lease (the document or instrument evidencing and/or securing the mortgage, pledge or security interest shall be referred to individually or collectively as the “**Security Instrument**” and the holder thereof shall be referred to as the “**Tenant’s Lender**”), or to assign, pledge or hypothecate the same as security for such Security Instrument. No such Security Instrument shall be binding upon Landlord in the enforcement of its rights and remedies herein and by law, unless and until an executed counterpart thereof, together with the address of the Tenant’s Lender, shall have been delivered to Landlord.

(i) Provided that Tenant has advised Landlord in writing of the name and address of Tenant’s Lender, Landlord shall notify Tenant’s Lender of any default by Tenant under the Agreement and agrees that, notwithstanding any provision(s) of this Agreement to the contrary, no notice of termination of this Agreement shall be effective

unless Tenant's Lender shall have received notice of default giving rise to such termination; or; (ii) in the case of any default that can be cured by the payment of money, until thirty (30) days shall have elapsed following the giving of such notice; or (iii) in the case of any other such default, until a reasonable period for remedying such default shall have elapsed following the giving of such notice and following the time when Tenant's Lender shall have become entitled under its Security Instrument to remedy the same, including such time as may be necessary to acquire possession of the Leased Premises. If possession is necessary to effect such cure, Tenant's Lender shall, with reasonable diligence, pursue such remedies as are available to it under its security instrument so as to be able to remedy the default and thereafter shall continue to remedy such default or cause the same to be remedied. Notwithstanding the foregoing, Tenant's Lender shall have no obligation to cure any such default.

(ii) Upon any rejection of this Lease in any bankruptcy, reorganization, arrangement or similar proceeding, which would, if it were not for this Paragraph 9, cause this Lease to terminate without any action or consent by Landlord, Tenant or any Tenant's Lender, the transfer of Tenant's interest hereunder to such Tenant's Lender or its nominee shall automatically occur. Such Tenant's Lender may terminate this Lease upon any such transfer by giving written notice thereof to Landlord no later than thirty (30) days after notice from Landlord of such transfer. Upon any such termination, such Tenant's Lender shall have no further obligations hereunder (including any obligations which may have accrued prior to such termination) except in the event that said Tenant's Lender shall request a new Lease as provided for hereinbelow, in which event all prior obligations accruing to the effective date of the new Lease shall be payable upon the date of its effectiveness, notwithstanding the earlier rejection and termination.

(iii) In the event of the termination of this Lease, or of any succeeding Lease made pursuant to the provisions of subparagraph (ii) above, prior to its stated expiration date, the Landlord will enter into a new lease for the Leased Premises with the Tenant's Lender for the remainder of the term, effective as of the date of such termination, at the Rent and upon the covenants, agreements, terms, provisions and limitations herein contained, provided:

- a. such Tenant's Lender makes written request upon the Landlord for such new Lease within sixty (60) days from the date of such termination and such written request is accompanied by payment to the Landlord of all amounts then due and owing to the Landlord; and
- b. such Tenant's Lender pays, or causes to be paid, to the Landlord, at the time of the execution and delivery of said new Lease, any and all sums which would at the time of the execution and delivery thereof, be due under this Agreement but for such termination, and additionally pays or causes to be paid, any and all expenses, including reasonable counsel fees, court costs and disbursements incurred by the Landlord in connection with any such default and termination as well as in connection with the execution and delivery of such new Lease.

(iv) Upon the execution and delivery of a new lease in accordance with the provisions of the preceding subparagraph (iii) of this Paragraph 9(b) all subleases or

leases which theretofore may have been assigned and transferred to the Landlord shall thereupon be assigned and transferred, without recourse by the Tenant's Lender, to the Tenant's Lender as the new Tenant.

(v) No Tenant's Lender shall become personally liable under the agreements, terms, covenants or conditions of this Agreement or any new lease entered into in accordance with the provisions of subparagraph 9(b)(iii), unless and until it becomes, and then only for as long as it remains, the holder of the Leased estate.

(c) Landlord agrees to subordinate statutory lien rights it may have concerning the Telecommunications Facility on form reasonably acceptable to Landlord and Tenant.

10. Telecommunications Facility Ownership and Maintenance.

The Telecommunications Facility, when located on the Leased Premises and even if installed on or attached to the Leased Premises, shall not be deemed to be part of the Landlord's Property but shall be separately owned by Tenant and/or its Carriers, as the case may be. At any time during the Term of this Lease, Tenant and its Carriers shall have the right to remove all or any portion of the Telecommunications Facility from the Leased Premises. Tenant shall remove the Telecommunications Facility and related improvements from the Leased Premises within one hundred eighty (180) days of the termination of this Lease, with any foundations to be removed to two (2) feet below grade. Upon termination of this Lease, the Leased Premises shall be restored as closely as is practical to its condition existing on the date of this Lease (except for any tree, shrub or other vegetation that was removed), normal wear and tear and insured casualty excepted. Landlord shall provide Tenant with a written declaration stating that Landlord does not have an ownership interest in the Telecommunications Facility, or any part thereof, located on the Leased Premises and that same are owned by Tenant or its Carriers, as the case may be, within fifteen (15) days after receipt of a written request therefor from Tenant. Tenant, at its sole cost and expense, shall maintain the Telecommunications Facility in good condition and repair during the duration of this Agreement. Tenant shall, at its sole cost and expense, repair and replace any property of Landlord, including, but not limited to, the roof or any property of any other tenant or occupant at the Landlord's Property, which is damaged or adversely affected by reason of the installation, maintenance, use, or removal by Tenant, of the Telecommunications Facility. Tenant shall assume all risk of loss or damage to the Telecommunications Facility, its related equipment and all of Tenant's property used in connection with the installation, maintenance, repair, use and removal of the Telecommunications Facility. Landlord shall in no event be liable or responsible for any damage to any of Tenant's property, including without limitation, the Telecommunications Facility. If the Leased Premises shall be damaged by fire or other casualty not covered by Tenant's policies of fire and broad form extended coverage insurance and Tenant decides not to repair and restore the Premises, or sufficient funds are not made available by Tenant's lender/mortgagee, Tenant shall have the right, to be exercised by notice in writing, delivered to Landlord within sixty (60) days from and after the occurrence of such damage or destruction, to elect to cancel and terminate this Lease. 11. Right of Inspection.

Upon request and in the presence of Tenant or its employee or agent, Landlord and its agents and representatives shall be entitled to enter upon and inspect the Leased Premises at any time during normal business hours, provided only that such inspection shall not unreasonably interfere with Tenant's business and the operation of the Telecommunications Facility.

12. Notices.

All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage pre-paid, by certified mail or delivered by a reliable overnight courier service for next business day delivery, with delivery verification, to the following addresses or at such other address as may be designated in writing by either party:

*If to Landlord:*

**Village of Bradley  
147 South Michigan Avenue  
Bradley, IL 60915-2243**

*If to Tenant:*

**Capital Telecom Acquisition LLC,  
c/o Capital Telecom, LLC  
1500 Mt. Kemble Avenue, Suite 203,  
Morristown, New Jersey 07960  
ATTN: Leasing**

Notice given by certified mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

13. Default.

Either party hereunder shall be in default ("Default") under this Lease if that party fails to perform any of its material, non-monetary obligations under this Lease and such failure continues for thirty (30) days ("Cure Period") after the other party gives written notice thereof to the defaulting party; provided, however, that if more than thirty (30) days shall be required in order to cure any such default, the defaulting party shall have sufficient time as is reasonably required provided the defaulting party has commenced and is diligently pursuing corrective action within the Cure Period. Tenant shall be in default under this Lease should Tenant fail to satisfy any of its monetary obligations under this Lease and such failure continues for ten (10) days ("Monetary Cure Period") after the Landlord gives written notice thereof to the Tenant.

14. Condemnation

(a) If all of the Leased Premises (or if less than all, if Tenant determines that the Telecommunications Facility cannot be operated on the remaining portion as a communications tower site) shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or transferred to a condemning authority under threat of condemnation, then the Term of this Lease shall cease and terminate as of the date of title vesting in such proceeding (or sale) and all rent shall be paid or refunded to that date, as the case may be, with no further liability or obligation arising hereunder.

(b) In the event of a partial taking or condemnation of less than a substantial portion of the Leased Premises and Tenant determines that the Telecommunications Facility can be

operated on the remaining portion as a communications tower site, this Lease shall continue in full force and effect, but with an equitable reduction or abatement of rent.

(c) In the event of any condemnation, taking or sale, whether whole or partial, Landlord and Tenant shall each be entitled to seek, receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed. Termination of this Lease shall not affect the right of the parties to such awards.

15. Force Majeure.

The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions, any acts or failure to act by governmental authority and/or any other cause not within the control of Landlord or Tenant.

16. Recording.

Landlord or Tenant, promptly upon request of the other party, shall execute, acknowledge and deliver to the requesting party in recordable form, a short-form memorandum of this Lease (or the Lease if such is the local custom) setting forth the Initial Term, the Renewal Term options, and such other provisions hereof as Landlord or Tenant shall reasonably deem to be pertinent, which may be recorded at Landlord's or Tenant's option. The requesting party agrees to provide the other party with an executed duplicate of such short-form memorandum upon written request. The Tenant shall enter into a mutually acceptable SNDA with all mortgagees' of Landlord's interest in the Premises.

17. Right of First Refusal.

If, during the term of this Lease, as might be renewed or extended, the Landlord shall have received a bona fide arm's length offer to purchase the Leased Premises from any third party (the "Transferee"), the Landlord shall serve a notice (the "Transfer Notice") upon the Tenant. The Transfer Notice shall set forth the exact terms of the offer so received, together with a copy of such offer, and shall state the desire of the Landlord to sell the Leased Premises on such terms and conditions. Thereafter, the Tenant shall have the right and option to purchase the Leased Premises at the price and upon the terms and conditions specified in the offer (the "Offer"). If the Tenant desires to exercise its option, it shall give notice (the "Counternotice") to that effect to the Landlord within thirty (30) days after receipt of the Transfer Notice. The closing of the purchase and sale of the Leased Premises pursuant to this option shall occur at the time set forth in the Offer, provided that Tenant shall not be required to close before the 15th day following the date of the Counternotice. The Tenant's failure to give a timely Counternotice (or its notice of refusal to purchase) shall be deemed a waiver of its rights to exercise its right of first refusal to accept the Offer but shall not be deemed a waiver of its right of first refusal with respect to any modification to the Offer or any future Offers.

18. Rental Stream Offer.

If, at any time after the date of this Amendment, Landlord receives a bona fide written offer from a third party or receives a modified written offer from a third party seeking an assignment of the rental stream associated with this Agreement (“**Rental Stream Offer**”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) 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 of first refusal or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer rent payments without complying with this Section, the assignment or transfer shall be void, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

19. Exclusivity.

Landlord agrees not to Lease or develop a telecommunications facility on any part of the Landlord’s Property or any property in which the Landlord has a controlling interest or is owned or controlled by the Landlord which adjoins the Landlord’s Property, while this Agreement is in effect.

20. Lease Execution.

This Lease Agreement shall be deemed to be in effect upon its full execution. This Lease may be executed in several counterparts and all so executed will constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. The Parties agree that receipt of a fully signed Agreement, whether it is an executed original, or a photocopy, e-mail or facsimile thereof, shall be deemed receipt of an originally executed Agreement.

21. Miscellaneous.

(a) The captions used in this Lease are for convenience only and shall not be deemed to amplify, modify or limit the provisions hereof.

(b) Words of any gender used in this Lease shall be construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

(c) This Lease shall be binding upon, and shall inure to, the benefit of the parties hereto and their respective heirs, legal representatives, successors and/or permitted assigns.

(d) This Lease, and every Exhibit attached hereto, contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended or modified only by written instrument executed by all such parties.



(e) The unenforceability of any provision hereof shall not affect the remaining provisions of this Lease, but rather such provision shall be severed and the remainder of this Lease shall remain in full force and effect.

(f) All rights and remedies available to any party hereunder in equity or at law shall be cumulative.

(g) This Agreement has been executed by the undersigned in his capacity as an officer of Landlord, not individually, and neither the officer executing this Agreement nor the partners, members, officers, employees of Landlord, or of any of Landlord's parents or affiliates shall be bound or have any personal liability hereunder. The party contracting with Landlord will not seek recourse or commence any action against the officer executing this Agreement or any of the partners, members, officers, employees of Landlord or of any of Landlord's parent companies or affiliates or any of their personal assets.

(h) In addition to other events permitting termination hereunder, this Lease may be terminated, without any penalty or further liability if Tenant is unable to enter into a sublease/sublicense with a Subtenant or if Tenant loses all of its Subtenants provided that loss is not attributable to any action or inaction by Tenant.

(i) This Lease may be executed in any number of separate counterparts, all of which counterparts taken together shall constitute the entirety of this Lease.

(j) From time to time, upon the request of either party to this Lease, Landlord and Tenant shall promptly provide to the other an estoppel letter confirming that this Lease is in full force and effect and/or such other matters as may be reasonably agreed to.

(k) This Lease shall be governed by and construed in accordance with the laws of the State in which the Leased Premises is located, without regard to conflict of laws.

*[Remainder of page left blank – signature page follows]*

**IN WITNESS WHEREOF**, the parties have duly executed this Lease to be effective as of the date of its last signing, the **“Effective Date”**.

Witness as to Landlord

\_\_\_\_\_

(Print Name)

Witness as to Landlord

\_\_\_\_\_

(Print Name)

Witness as to Tenant

\_\_\_\_\_

(Print Name)

Witness as to Tenant

\_\_\_\_\_

(Print Name)

Landlord: Village of Bradley

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

(Print Name)

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

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

Tenant: Capital Telecom Acquisition, LLC

By: Charles Louria

Title: Partner

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

Tax ID: 26-3777792

EXHIBIT "A"

LANDLORD'S PROPERTY

**EXHIBIT "B"**

**PREMISES**

[The attached sketch of the Premises will be replaced at Tenant's option by a scale drawing and/or legal description.]

**COPY**

## TELECOMMUNICATIONS FACILITY LEASE AGREEMENT

This Telecommunications Facility Lease Agreement (the "**Lease**" or "**Agreement**") is entered into as of the date of full execution by the parties (the "**Effective Date**"), by and between Village of Bradley, (the "**Landlord**"), with an address at 147 South Michigan Avenue, Bradley, Illinois 60915-2243, and Capital Telecom Acquisition LLC, a Delaware limited liability company (the "**Tenant**"), with an address at c/o Capital Telecom, LLC, 1500 Mt. Kemble Avenue, Suite 203, Morristown, New Jersey 07960.

### RECITALS

WHEREAS, Landlord is the owner of a certain tract or parcel of land designated as Parcel No. 17-09-21-200-025, on Christine Drive, in the Village of Bradley, County of Kankakee, State of Illinois, more fully described on Exhibit "A" attached hereto and made a part hereof (the "**Landlord's Property**"); and

WHEREAS, Tenant has requested, and Landlord has agreed, to lease to Tenant a portion of Landlord's Property ("Leased Premises") for the purpose of constructing, installing, operating, repairing, maintaining, upgrading and/or replacing a Telecommunications Facility (as hereinafter defined), upon the terms and conditions as set forth in this Lease;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

#### 1. Leased Premises.

In consideration of the obligation of Tenant to pay rent, as set forth in Paragraph 3 below, along with the other terms, provisions and covenants stated herein, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, pursuant to the terms hereof, the Leased Premises located within Landlord's Property, all as more fully shown on Exhibit "B" attached hereto and made a part hereof as well as any other landscaping area required through the approval process, and the following additional rights (i) a non-exclusive right to use in common with others entitled to use same, the common areas of the Landlord's Property, including but not limited to a twenty foot (20') Access Easement for ingress and egress, to and through all driveways, parking areas, adjoining roadways and the "Premises" and (ii) the right to use, including without limitation the right to access, and, if necessary, install utilities, in common with others entitled to use same, a ten foot (10') foot wide right-of-way, Utility Easement for electric and telephone service, from the nearest available utility service and/or nearest public right-of-way to the Leased Premises as generally depicted on Exhibit "B", which Exhibit shall first be reviewed and consented to by the Landlord in writing. All plans, designs and details of the site design of the Telecommunications Facility, including but not limited to landscaping, driveway paving materials and fencing shall first be approved by the Landlord in writing. The Tenant's use of the common areas of the Landlord's Property shall be subject, however, to the terms and conditions set forth herein.

The parties understand and acknowledge that Exhibits "A" and "B", attached to the Lease and/or Memorandum of Lease, at its execution, may be preliminary (the "Preliminary Exhibits"). Accordingly, the parties agree that, in the event, final, more complete exhibits are later prepared ("Revised Exhibits"), upon notice to and written approval of, the Landlord, the Preliminary Exhibits attached to the Lease and/or Memorandum of Lease shall thereupon be replaced with the Revised Exhibits which shall serve to supersede and replace any Preliminary Exhibits attached to the Lease and/or Memorandum of Lease. Any references in the Lease pertaining to Exhibit "A" or "B" shall thereupon refer to the Revised Exhibits.

## 2. Term and Renewals.

This Agreement shall be effective as of the date of full execution by the parties (the "Effective Date") however, the initial term shall be for fifteen (15) years (the "Initial Term") commencing on the "Rent Commencement Date" (as hereinafter defined), at which time rental payments shall become due to the Lessor. The Term of this Agreement may be extended by Tenant for up to five (5) successive terms of five (5) years each (each a "Renewal Term," and collectively, the "Renewal Terms"). The Term of this Agreement will automatically renew for each Renewal Term unless Tenant shall give Landlord written notice of its intention not to exercise a renewal option at least six (6) months prior to the end of the Initial Term, or the then current Renewal Term, as the case may be (the Initial Term and Renewal Terms for which Tenant has exercised its option to renew are hereinafter collectively called the "Term"). Should Tenant hold over and not remove the Telecommunications Facility after the expiration of the Term hereof, without the execution of a new or extended agreement, Tenant shall be deemed to be using the Leased Premises from month to month, subject to such use being terminated by either Landlord or Tenant upon thirty (30) days' written notice and subject to all of the other terms, covenants and conditions of the Agreement.

## 3. Rent and Rent Commencement Date.

The "Rent Commencement Date" shall be, assuming this Agreement has not been terminated in accordance with Section 4(g), the first day of the month following the commencement of construction of a Telecommunications Facilities for which Permits (as hereinafter defined) have been issued.

(a) Commencing on the Rent Commencement Date, as defined above, and during the Term, Tenant shall pay Landlord the following:

- i. Annual base rent in the amount of Twelve Thousand Dollars (\$12,000.00) payable in equal monthly installments of One Thousand Dollars (\$1,000.00) (the "Rent").
- ii. Rent shall increase by ten percent (10%) every five (5) years, commencing on the fifth (5<sup>th</sup>) anniversary of the Rent Commencement Date through the initial lease term and at the commencement of each renewal term.
- iii. At such time that a second Carrier, and for each additional Carrier thereafter, which subleases/sublicenses the Leased Premises and

commences paying sublease/sublicense fees, Rent shall increase Two Hundred Fifty Dollars (\$250.00) per month, for each Additional Carrier which subleases/sublicenses the Leased Premises and commences paying sublease/sublicense fees, which amount(s) shall increase in accordance with subparagraph (a)ii above.

(b) Monthly Rent payments are due on the first (1<sup>st</sup>) day of each month of the

Term.

(c) The Rent shall be paid by Tenant, at the address provided herein for Landlord's notice, without any prior demand therefore and without any deduction or setoff whatsoever.

4. Use.

(a) The Leased Premises are leased for the purposes of constructing, installing, operating, repairing, maintaining, upgrading and replacing a communications tower, the plans for which shall be previously approved by the Landlord in writing, which, at any time during the lease term, may be extended as permitted by the local jurisdiction, without requiring the consent of the Landlord, poles, guy wires and anchors, equipment shelters, buildings, utility lines, communication equipment, signs, personal property and related facilities and improvements including without limitation all technological evolutions of any of the foregoing (the "Telecommunications Facility"). Tenant shall have the right to use the Telecommunications Facility for its business purposes, which shall include, without limitation, subleasing or licensing all or any portion of the Leased Premises and/or the Telecommunications Facility to third parties ("Carriers"), without Landlord consent.

(b) At all times during the Term of this Lease, Tenant and its employees, agents, customers and invitees shall have free access to the Leased Premises seven (7) days a week, twenty-four (24) hours a day. If, at any time, access is denied, for any reason whatsoever, and such denial of access continues for two (2) consecutive days, Tenant shall have the right, in addition to other rights and remedies available to Tenant at law or in equity, to terminate this Lease with no further liability or obligation hereunder.

(c) Tenant shall have the right to construct board on board fencing around and within the Leased Premises and to otherwise secure the Leased Premises and the Telecommunications Facility. Tenant may enter upon Landlord's Property for the purpose of making surveys, conducting tests and investigations, cutting or trimming trees, bushes, or other vegetation that interferes with the use and operation of the Telecommunications Facility and to construct temporary anchors and guys in connection with the construction of any communications tower or pole on the Leased Premises. If the construction or maintenance of the Telecommunications Facility results in damage to the Leased Premises, Tenant shall promptly repair same to its prior condition, normal wear and tear and insured casualty excepted.

(d) At all times during the Term, Tenant will, and will cause its Carriers to, observe and conform to, in all material respects, all laws, ordinances, orders, rules and regulations now or

hereafter applicable to the Leased Premises and the Telecommunications Facility and/or the use of either.

(e) Tenant is responsible to ensure that the Telecommunications Facility complies with all applicable rules and regulations of the Federal Communications Commission ("FCC"), Federal Aviation Administration ("FAA") and any and all applicable codes and regulations of the regulating federal, municipal, county and state authorities/agencies with respect to the installation, use, maintenance and removal of the Telecommunications Facility. Landlord assumes no responsibility for the licensing, operation and/or maintenance of the Telecommunications Facility. Tenant shall obtain the necessary permits, leases and approvals from all governmental authorities having jurisdiction. If, at any time during the Term of this Lease, the FAA, FCC, or other federal, state or governmental agency changes its regulations and requirements so that Tenant may no longer use the Leased Premises for the Telecommunications Facility, Tenant shall have the right to terminate this Lease upon sixty (60) days' written notice to Landlord. Upon the exercise of such right by Tenant this Lease shall become null and void and neither party shall have any further liability or obligation to the other.

(f) Tenant agrees that Tenant and any Carriers will be permitted to install only such equipment that is of the type and frequency which will not cause measurable interference to Landlord and/or Landlord's Property. In the event Landlord notifies Tenant in writing of any such interference, Tenant shall modify or cease its use of the Telecommunications Facility, as necessary, to promptly eliminate such interference. Tenant shall have the opportunity to relocate the Telecommunications Facility on the Landlord's Property if such relocation shall remedy the events described, whereupon this Lease shall be modified accordingly.

(g) The Permit Contingency Date ("Permit Contingency Date") is herein defined as two hundred seventy (270) days following the Effective Date, wherein Tenant shall use its commercially reasonable efforts to obtain the final, unappealable (and for which no appeal is pending) certificates, permits and other approvals that are required by federal, state, local governmental or quasi-governmental authorities (collectively, the "Permits"). Provided that the Tenant is diligently pursuing the Permits, the Tenant shall have the right, upon written notice to Landlord, (to be delivered prior to the expiration of the last day of the then Permit Contingency Date), to extend the Permit Contingency Date from its date of expiration for up to two (2) ninety (90) day periods ("Extended Permit Contingency Date"). If Tenant is in the process of appealing or contesting an appeal, Tenant has the additional right to further extend the Permit Contingency Date until said appeal(s) has run its course, but in no event more than 24 months following the Effective Date and so long as Tenant is diligently prosecuting such appeal. Tenant shall bear the responsibility and cost of obtaining the Permits. Landlord agrees to use reasonable efforts to cooperate with Tenant's efforts to obtain the Permits, including signing proper applications in a timely manner and/or joining in all such applications as may be necessary. Tenant shall use its commercially reasonable, diligent efforts to obtain the Permits and shall copy Landlord on all submissions to, and responses from, governmental agencies relevant to the Permits.

(h) In the event Tenant has not satisfied (which shall be evidenced by a written notice to Landlord from Tenant), or waived in writing, the Permit Contingency on or before the expiration of the Permit Contingency Date or the Extended Permit Contingency Date, Tenant shall have the right to terminate this Lease prior to the expiration of the Permit Contingency



Period or the Extended Permit Contingency Date, or on such earlier date that Tenant has determined the Permits are not likely to be issued. Upon such termination, no further liability shall attach to either party under this Lease. At any time prior to the Permit Contingency Date or the Extended Permit Contingency Date, the Tenant shall have the right, upon thirty (30) days prior written notice to Landlord, to terminate this Lease if Tenant shall determine that the proposed use and/or business in respect of the Leased Premises shall not be feasible. Should Tenant exercise said termination right then Tenant will give immediate notice of the termination and neither Party shall have any further liability.

(i) The Landlord will cooperate with Tenant and shall seek to obtain a mutually acceptable subordination non-disturbance and attornment agreement (“SNDA”) from any mortgagee(s) that encumbers the Leased Premises or the Landlord’s interest therein. The Tenant shall be responsible for the payment of all third party costs incurred in connection with obtaining the SNDA. The SNDA shall be regarded as a Permit, and the failure to obtain a SNDA if not waived by Tenant, shall be regarded as the failure to obtain a Permit.

5. Utility Services/Taxes.

(a) Tenant shall pay all charges incurred for its use of utility services at the Leased Premises including, without limitation, gas, electricity, water, sewer and telephone. Landlord shall cooperate with Tenant in Tenant’s efforts to obtain utility services along the Right of Way by signing such documents or easements as may be reasonably required by Tenant’s utility service provider. Tenant shall bear the costs of any additional installations to provide utilities.

(b) Tenant will be responsible for payment of all personal property taxes assessed directly upon the Telecommunications Facility and arising solely from its use. Tenant will pay to Landlord any increase in real property taxes attributable solely to the Telecommunications Facility within sixty (60) days after receipt of satisfactory documentation indicating calculation of Tenant’s share of such real estate taxes and payment of the real estate taxes by Landlord. Landlord will pay, when due, all real estate taxes and assessments attributable to Landlord’s Property of which the Leased Premises is a part, subject to reimbursement by Tenant as required above.

6. Insurance.

Tenant will, at its own cost and expense, obtain and maintain (and cause its Carriers to obtain and maintain) during the Term, a policy or policies of comprehensive general liability insurance, or its equivalent, with minimum limits of not less than (a) \$1,000,000 for injury to one or more persons in any one occurrence and (b) \$1,000,000 for property damage in any one accident.

The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its related business entities. All insurance policies required to be maintained by Tenant hereunder shall; (i) be with responsible insurance companies authorized to do business in the state where the Premises are located, if required by law; (ii) shall name Landlord as an additional insured; (iii) and shall provide for cancellation only upon ten (10) days’ prior written notice to Landlord. Tenant shall

evidence such insurance coverage by delivering to Landlord, , certificates, and all renewals thereof, issued by the insurance companies underwriting such risks.

7. Liability and Indemnification.

Landlord shall not be liable for any injury to person(s) or damage to property on or about the Landlord's Property and/or Premises caused by the negligence or willful misconduct of Tenant, its Carriers, employees, customers or agents, or of any other person entering upon Landlord's Property or the Leased Premises under express or implied invitation of Tenant (other than Landlord or Landlord's employees, contractors, agents or invitees), or for a breach of this Lease by Tenant, and Tenant agrees to indemnify and hold harmless Landlord from any loss, claim, damage, cost, or expense suffered or incurred by Landlord by reason of any such damage or injury. Tenant shall not be liable for any injury to person(s) or damage to property on or about Landlord's Property and/or the Leased Premises caused by the negligence or willful misconduct of Landlord, its employees, contractors, or agents, or of any other person entering upon Landlord's Property and/or the Leased Premises under express or implied invitation of Landlord (other than Tenant or Tenant's Carriers, employees, customers, agents or invitees), or for a breach of this Lease by Landlord, and Landlord agrees to indemnify and hold harmless Tenant and its Carriers from any loss, claim, damage, cost, or expense suffered or incurred by Tenant or its Carriers by reason of any such damage or injury.

8. Quiet Enjoyment; Condition of Landlord's Property.

(a) Landlord covenants and agrees that Tenant, on paying rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Leased Premises for the Term of this Lease, including any Renewal Terms, without any hindrance, molestation or ejection by Landlord, its successors and/or assigns, or those claiming through any of them. Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Landlord's Property by Tenant, its agents, employees, contractors or invitees. Throughout the Term, the Landlord shall not permit a competing Telecommunications Facility to operate on the Landlord's Property or any property in which the Landlord has a controlling interest or is owned or controlled by the Landlord, which adjoins the Landlord's Property. .

(b) As used herein, the term "**hazardous material**" means any hazardous or toxic substance, material or waste (including, without limitation, asbestos) which is determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property and/or the use and/or disposal of which is regulated by any governmental authority. Tenant shall be responsible for all obligations of compliance with all environmental laws and regulations of any governmental authority regulating standards of liability or standards of conduct as may now or at any time hereinafter be in effect that are in any way related to the Telecommunications Facility or Tenant's activities conducted upon or about the Landlord's Property. Tenant hereby agrees to indemnify, defend and hold harmless Landlord (and its affiliates and their officers, employees, directors, managers, trustees and shareholders) from all fines, suits, procedures, claims, actions and costs in any way growing out of or connected with (i) any breach by Tenant of the foregoing covenants, (ii) any hazardous material introduced into the Landlord's Property by Tenant or its employees, contractors, agents, lessees or subtenants, and/or (iii) the Telecommunications Facility.

(c) Landlord represents and warrants that the Leased Premises is in compliance with any and all applicable federal, state or local statutes, ordinances, codes, administrative orders, rules or regulations relating to or concerning hazardous, toxic or dangerous waste, substance or material, including, without limitation, the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the National Environmental Protection Agency requirements (collectively, “**Environmental Laws**”).

(d) Landlord represents and warrants to Tenant that it is the fee owner of the Landlord’s Property, free of any title defects, liens or encumbrances that would interfere with Tenant’s use thereof. During the Term of this Lease, Landlord covenants and agrees that it will not grant, create, or suffer any claim, lien, charge, encumbrance, easement, restriction, or exception to title to the Leased Premises without the prior written consent of Tenant, provided, however, that it is expressly agreed and understood that Landlord may subject its interest in the Leased Premises to a mortgage loan if its lender shall agree for itself, its successors, and assigns, by written instrument in form and substance reasonably satisfactory to Tenant; (i) to be bound by the terms of this Lease; (ii) not to disturb Tenant’s or its Carriers’ use or possession of the Leased Premises in the event of a foreclosure of such lien or encumbrance so long as Tenant is not in default under this Lease; and (iii) not to join Tenant or any of its Carriers as a party defendant in any such foreclosure proceeding taken by it. Any sale of the Leased Premises, including, without limitation, a sale in bankruptcy, shall be under and subject to this Lease.

9. Assignment, Sublease, License, Mortgage.

(a) Tenant may assign this Lease at any time without the prior written consent of Landlord. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder, without necessity of any further writing. Tenant may sublease or lease all or any part of the Leased Premises at any time without prior consent. Landlord recognizes the subleases and leases of all of Tenant’s Carriers, now or hereafter in effect, and will permit each Carrier of Tenant to remain in occupancy of and use the Leased Premises, notwithstanding any Default hereunder by Tenant, so long as each Carrier is not in default under its sublease or lease with Tenant.

(b) Tenant shall have the right to mortgage, pledge or grant a security interest in its interest in this Lease (the document or instrument evidencing and/or securing the mortgage, pledge or security interest shall be referred to individually or collectively as the “**Security Instrument**” and the holder thereof shall be referred to as the “**Tenant’s Lender**”), or to assign, pledge or hypothecate the same as security for such Security Instrument. No such Security Instrument shall be binding upon Landlord in the enforcement of its rights and remedies herein and by law, unless and until an executed counterpart thereof, together with the address of the Tenant’s Lender, shall have been delivered to Landlord.

(i) Provided that Tenant has advised Landlord in writing of the name and address of Tenant’s Lender, Landlord shall notify Tenant’s Lender of any default by Tenant under the Agreement and agrees that, notwithstanding any provision(s) of this Agreement to the contrary, no notice of termination of this Agreement shall be effective

unless Tenant's Lender shall have received notice of default giving rise to such termination; or; (ii) in the case of any default that can be cured by the payment of money, until thirty (30) days shall have elapsed following the giving of such notice; or (iii) in the case of any other such default, until a reasonable period for remedying such default shall have elapsed following the giving of such notice and following the time when Tenant's Lender shall have become entitled under its Security Instrument to remedy the same, including such time as may be necessary to acquire possession of the Leased Premises. If possession is necessary to effect such cure, Tenant's Lender shall, with reasonable diligence, pursue such remedies as are available to it under its security instrument so as to be able to remedy the default and thereafter shall continue to remedy such default or cause the same to be remedied. Notwithstanding the foregoing, Tenant's Lender shall have no obligation to cure any such default.

(ii) Upon any rejection of this Lease in any bankruptcy, reorganization, arrangement or similar proceeding, which would, if it were not for this Paragraph 9, cause this Lease to terminate without any action or consent by Landlord, Tenant or any Tenant's Lender, the transfer of Tenant's interest hereunder to such Tenant's Lender or its nominee shall automatically occur. Such Tenant's Lender may terminate this Lease upon any such transfer by giving written notice thereof to Landlord no later than thirty (30) days after notice from Landlord of such transfer. Upon any such termination, such Tenant's Lender shall have no further obligations hereunder (including any obligations which may have accrued prior to such termination) except in the event that said Tenant's Lender shall request a new Lease as provided for hereinbelow, in which event all prior obligations accruing to the effective date of the new Lease shall be payable upon the date of its effectiveness, notwithstanding the earlier rejection and termination.

(iii) In the event of the termination of this Lease, or of any succeeding Lease made pursuant to the provisions of subparagraph (ii) above, prior to its stated expiration date, the Landlord will enter into a new lease for the Leased Premises with the Tenant's Lender for the remainder of the term, effective as of the date of such termination, at the Rent and upon the covenants, agreements, terms, provisions and limitations herein contained, provided:

a. such Tenant's Lender makes written request upon the Landlord for such new Lease within sixty (60) days from the date of such termination and such written request is accompanied by payment to the Landlord of all amounts then due and owing to the Landlord; and

b. such Tenant's Lender pays, or causes to be paid, to the Landlord, at the time of the execution and delivery of said new Lease, any and all sums which would at the time of the execution and delivery thereof, be due under this Agreement but for such termination, and additionally pays or causes to be paid, any and all expenses, including reasonable counsel fees, court costs and disbursements incurred by the Landlord in connection with any such default and termination as well as in connection with the execution and delivery of such new Lease.

(iv) Upon the execution and delivery of a new lease in accordance with the provisions of the preceding subparagraph (iii) of this Paragraph 9(b) all subleases or

leases which theretofore may have been assigned and transferred to the Landlord shall thereupon be assigned and transferred, without recourse by the Tenant's Lender, to the Tenant's Lender as the new Tenant.

(v) No Tenant's Lender shall become personally liable under the agreements, terms, covenants or conditions of this Agreement or any new lease entered into in accordance with the provisions of subparagraph 9(b)(iii), unless and until it becomes, and then only for as long as it remains, the holder of the Leased estate.

(c) Landlord agrees to subordinate statutory lien rights it may have concerning the Telecommunications Facility on form reasonably acceptable to Landlord and Tenant.

10. Telecommunications Facility Ownership and Maintenance.

The Telecommunications Facility, when located on the Leased Premises and even if installed on or attached to the Leased Premises, shall not be deemed to be part of the Landlord's Property but shall be separately owned by Tenant and/or its Carriers, as the case may be. At any time during the Term of this Lease, Tenant and its Carriers shall have the right to remove all or any portion of the Telecommunications Facility from the Leased Premises. Tenant shall remove the Telecommunications Facility and related improvements from the Leased Premises within one hundred eighty (180) days of the termination of this Lease, with any foundations to be removed to two (2) feet below grade. Upon termination of this Lease, the Leased Premises shall be restored as closely as is practical to its condition existing on the date of this Lease (except for any tree, shrub or other vegetation that was removed), normal wear and tear and insured casualty excepted. Landlord shall provide Tenant with a written declaration stating that Landlord does not have an ownership interest in the Telecommunications Facility, or any part thereof, located on the Leased Premises and that same are owned by Tenant or its Carriers, as the case may be, within fifteen (15) days after receipt of a written request therefor from Tenant. Tenant, at its sole cost and expense, shall maintain the Telecommunications Facility in good condition and repair during the duration of this Agreement. Tenant shall, at its sole cost and expense, repair and replace any property of Landlord, including, but not limited to, the roof or any property of any other tenant or occupant at the Landlord's Property, which is damaged or adversely affected by reason of the installation, maintenance, use, or removal by Tenant, of the Telecommunications Facility. Tenant shall assume all risk of loss or damage to the Telecommunications Facility, its related equipment and all of Tenant's property used in connection with the installation, maintenance, repair, use and removal of the Telecommunications Facility. Landlord shall in no event be liable or responsible for any damage to any of Tenant's property, including without limitation, the Telecommunications Facility. If the Leased Premises shall be damaged by fire or other casualty not covered by Tenant's policies of fire and broad form extended coverage insurance and Tenant decides not to repair and restore the Premises, or sufficient funds are not made available by Tenant's lender/mortgagee, Tenant shall have the right, to be exercised by notice in writing, delivered to Landlord within sixty (60) days from and after the occurrence of such damage or destruction, to elect to cancel and terminate this Lease. 11. Right of Inspection.

Upon request and in the presence of Tenant or its employee or agent, Landlord and its agents and representatives shall be entitled to enter upon and inspect the Leased Premises at any time during normal business hours, provided only that such inspection shall not unreasonably interfere with Tenant's business and the operation of the Telecommunications Facility.

12. Notices.

All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage pre-paid, by certified mail or delivered by a reliable overnight courier service for next business day delivery, with delivery verification, to the following addresses or at such other address as may be designated in writing by either party:

*If to Landlord:*

**Village of Bradley  
147 South Michigan Avenue  
Bradley, IL 60915-2243**

*If to Tenant:*

**Capital Telecom Acquisition LLC,  
c/o Capital Telecom, LLC  
1500 Mt. Kemble Avenue, Suite 203,  
Morristown, New Jersey 07960  
ATTN: Leasing**

Notice given by certified mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

13. Default.

Either party hereunder shall be in default ("Default") under this Lease if that party fails to perform any of its material, non-monetary obligations under this Lease and such failure continues for thirty (30) days ("Cure Period") after the other party gives written notice thereof to the defaulting party; provided, however, that if more than thirty (30) days shall be required in order to cure any such default, the defaulting party shall have sufficient time as is reasonably required provided the defaulting party has commenced and is diligently pursuing corrective action within the Cure Period. Tenant shall be in default under this Lease should Tenant fail to satisfy any of its monetary obligations under this Lease and such failure continues for ten (10) days ("Monetary Cure Period") after the Landlord gives written notice thereof to the Tenant.

14. Condemnation

(a) If all of the Leased Premises (or if less than all, if Tenant determines that the Telecommunications Facility cannot be operated on the remaining portion as a communications tower site) shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or transferred to a condemning authority under threat of condemnation, then the Term of this Lease shall cease and terminate as of the date of title vesting in such proceeding (or sale) and all rent shall be paid or refunded to that date, as the case may be, with no further liability or obligation arising hereunder.

(b) In the event of a partial taking or condemnation of less than a substantial portion of the Leased Premises and Tenant determines that the Telecommunications Facility can be

operated on the remaining portion as a communications tower site, this Lease shall continue in full force and effect, but with an equitable reduction or abatement of rent.

(c) In the event of any condemnation, taking or sale, whether whole or partial, Landlord and Tenant shall each be entitled to seek, receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed. Termination of this Lease shall not affect the right of the parties to such awards.

15. Force Majeure.

The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions, any acts or failure to act by governmental authority and/or any other cause not within the control of Landlord or Tenant.

16. Recording.

Landlord or Tenant, promptly upon request of the other party, shall execute, acknowledge and deliver to the requesting party in recordable form, a short-form memorandum of this Lease (or the Lease if such is the local custom) setting forth the Initial Term, the Renewal Term options, and such other provisions hereof as Landlord or Tenant shall reasonably deem to be pertinent, which may be recorded at Landlord's or Tenant's option. The requesting party agrees to provide the other party with an executed duplicate of such short-form memorandum upon written request. The Tenant shall enter into a mutually acceptable SNDA with all mortgagees' of Landlord's interest in the Premises.

17. Right of First Refusal.

If, during the term of this Lease, as might be renewed or extended, the Landlord shall have received a bona fide arm's length offer to purchase the Leased Premises from any third party (the "Transferee"), the Landlord shall serve a notice (the "Transfer Notice") upon the Tenant. The Transfer Notice shall set forth the exact terms of the offer so received, together with a copy of such offer, and shall state the desire of the Landlord to sell the Leased Premises on such terms and conditions. Thereafter, the Tenant shall have the right and option to purchase the Leased Premises at the price and upon the terms and conditions specified in the offer (the "Offer"). If the Tenant desires to exercise its option, it shall give notice (the "Counternotice") to that effect to the Landlord within thirty (30) days after receipt of the Transfer Notice. The closing of the purchase and sale of the Leased Premises pursuant to this option shall occur at the time set forth in the Offer, provided that Tenant shall not be required to close before the 15th day following the date of the Counternotice. The Tenant's failure to give a timely Counternotice (or its notice of refusal to purchase) shall be deemed a waiver of its rights to exercise its right of first refusal to accept the Offer but shall not be deemed a waiver of its right of first refusal with respect to any modification to the Offer or any future Offers.

18. Rental Stream Offer.

If, at any time after the date of this Amendment, Landlord receives a bona fide written offer from a third party or receives a modified written offer from a third party seeking an assignment of the rental stream associated with this Agreement (“**Rental Stream Offer**”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) 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 of first refusal or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer rent payments without complying with this Section, the assignment or transfer shall be void, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

19. Exclusivity.

Landlord agrees not to Lease or develop a telecommunications facility on any part of the Landlord’s Property or any property in which the Landlord has a controlling interest or is owned or controlled by the Landlord which adjoins the Landlord’s Property, while this Agreement is in effect.

20. Lease Execution.

This Lease Agreement shall be deemed to be in effect upon its full execution. This Lease may be executed in several counterparts and all so executed will constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. The Parties agree that receipt of a fully signed Agreement, whether it is an executed original, or a photocopy, e-mail or facsimile thereof, shall be deemed receipt of an originally executed Agreement.

21. Miscellaneous.

(a) The captions used in this Lease are for convenience only and shall not be deemed to amplify, modify or limit the provisions hereof.

(b) Words of any gender used in this Lease shall be construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

(c) This Lease shall be binding upon, and shall inure to, the benefit of the parties hereto and their respective heirs, legal representatives, successors and/or permitted assigns.

(d) This Lease, and every Exhibit attached hereto, contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended or modified only by written instrument executed by all such parties.



(e) The unenforceability of any provision hereof shall not affect the remaining provisions of this Lease, but rather such provision shall be severed and the remainder of this Lease shall remain in full force and effect.

(f) All rights and remedies available to any party hereunder in equity or at law shall be cumulative.

(g) This Agreement has been executed by the undersigned in his capacity as an officer of Landlord, not individually, and neither the officer executing this Agreement nor the partners, members, officers, employees of Landlord, or of any of Landlord's parents or affiliates shall be bound or have any personal liability hereunder. The party contracting with Landlord will not seek recourse or commence any action against the officer executing this Agreement or any of the partners, members, officers, employees of Landlord or of any of Landlord's parent companies or affiliates or any of their personal assets.

(h) In addition to other events permitting termination hereunder, this Lease may be terminated, without any penalty or further liability if Tenant is unable to enter into a sublease/sublicense with a Subtenant or if Tenant loses all of its Subtenants provided that loss is not attributable to any action or inaction by Tenant.

(i) This Lease may be executed in any number of separate counterparts, all of which counterparts taken together shall constitute the entirety of this Lease.

(j) From time to time, upon the request of either party to this Lease, Landlord and Tenant shall promptly provide to the other an estoppel letter confirming that this Lease is in full force and effect and/or such other matters as may be reasonably agreed to.

(k) This Lease shall be governed by and construed in accordance with the laws of the State in which the Leased Premises is located, without regard to conflict of laws.

*[Remainder of page left blank – signature page follows]*

IN WITNESS WHEREOF, the parties have duly executed this Lease to be effective as of the date of its last signing, the "Effective Date".

Witness as to Landlord

Michael J. Lagesse  
MICHAEL J. LAGESSE  
(Print Name)

Landlord: Village of Bradley

By: Bruce W. Adams  
BRUCE W. ADAMS  
(Print Name)

Witness as to Landlord

Teresa M. Richert  
TERESA M. RICHERT  
(Print Name)

Title: VILLAGE PRESIDENT  
Date: 6/11/14

Witness as to Tenant

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

Tenant: Capital Telecom Acquisition, LLC

By: Charles Louria  
Title: Partner  
Date: \_\_\_\_\_  
Tax ID: 26-3777792

Witness as to Tenant

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

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Mayor Adams,

I obviously heard the good news that the Village approved the lease agreement with complete their review, should we send executable documents for final signature?

Also, we plan on performing some due diligence at the site this week (survey and sc proceeding please let know.

Thank you,

Scott

**Scott Von Rein**  
**Senior Director of Site Development**



1500 Mt. Kemble Ave  
Suite 203  
Morristown, NJ 07960  
O [973-425-0606 ext 108](tel:973-425-0606)  
M [973-698-8725](tel:973-698-8725)  
[svonrein@capitaltelecom.com](mailto:svonrein@capitaltelecom.com)  
[www.capitaltelecom.com](http://www.capitaltelecom.com)

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## TELECOMMUNICATIONS FACILITY LEASE AGREEMENT

This Telecommunications Facility Lease Agreement (the "**Lease**" or "**Agreement**") is entered into as of the date of full execution by the parties (the "**Effective Date**"), by and between Village of Bradley, (the "**Landlord**"), with an address at 147 South Michigan Avenue, Bradley, Illinois 60915-2243, and Capital Telecom Acquisition LLC, a Delaware limited liability company (the "**Tenant**"), with an address at c/o Capital Telecom, LLC, 1500 Mt. Kemble Avenue, Suite 203, Morristown, New Jersey 07960.

### RECITALS

WHEREAS, Landlord is the owner of a certain tract or parcel of land designated as Parcel No. 17-09-21-200-025, on Christine Drive, in the Village of Bradley, County of Kankakee, State of Illinois, more fully described on Exhibit "A" attached hereto and made a part hereof (the "**Landlord's Property**"); and

WHEREAS, Tenant has requested, and Landlord has agreed, to lease to Tenant a portion of Landlord's Property ("Leased Premises") for the purpose of constructing, installing, operating, repairing, maintaining, upgrading and/or replacing a Telecommunications Facility (as hereinafter defined), upon the terms and conditions as set forth in this Lease;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

#### 1. Leased Premises.

In consideration of the obligation of Tenant to pay rent, as set forth in Paragraph 3 below, along with the other terms, provisions and covenants stated herein, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, pursuant to the terms hereof, the Leased Premises located within Landlord's Property, all as more fully shown on Exhibit "B" attached hereto and made a part hereof as well as any other landscaping area required through the approval process, and the following additional rights (i) a non-exclusive right to use in common with others entitled to use same, the common areas of the Landlord's Property, including but not limited to a twenty foot (20') Access Easement for ingress and egress, to and through all driveways, parking areas, adjoining roadways and the "Premises" and (ii) the right to use, including without limitation the right to access, and, if necessary, install utilities, in common with others entitled to use same, a ten foot (10') foot wide right-of-way, Utility Easement for electric and telephone service, from the nearest available utility service and/or nearest public right-of-way to the Leased Premises as generally depicted on Exhibit "B", which Exhibit shall first be reviewed and consented to by the Landlord in writing. All plans, designs and details of the site design of the Telecommunications Facility, including but not limited to landscaping, driveway paving materials and fencing shall first be approved by the Landlord in writing. The Tenant's use of the common areas of the Landlord's Property shall be subject, however, to the terms and conditions set forth herein.

The parties understand and acknowledge that Exhibits "A" and "B", attached to the Lease and/or Memorandum of Lease, at its execution, may be preliminary (the "Preliminary Exhibits"). Accordingly, the parties agree that, in the event, final, more complete exhibits are later prepared ("Revised Exhibits"), upon notice to and written approval of, the Landlord, the Preliminary Exhibits attached to the Lease and/or Memorandum of Lease shall thereupon be replaced with the Revised Exhibits which shall serve to supersede and replace any Preliminary Exhibits attached to the Lease and/or Memorandum of Lease. Any references in the Lease pertaining to Exhibit "A" or "B" shall thereupon refer to the Revised Exhibits.

## 2. Term and Renewals.

This Agreement shall be effective as of the date of full execution by the parties (the "Effective Date") however, the initial term shall be for fifteen (15) years (the "Initial Term") commencing on the "Rent Commencement Date" (as hereinafter defined), at which time rental payments shall become due to the Lessor. The Term of this Agreement may be extended by Tenant for up to five (5) successive terms of five (5) years each (each a "Renewal Term," and collectively, the "Renewal Terms"). The Term of this Agreement will automatically renew for each Renewal Term unless Tenant shall give Landlord written notice of its intention not to exercise a renewal option at least six (6) months prior to the end of the Initial Term, or the then current Renewal Term, as the case may be (the Initial Term and Renewal Terms for which Tenant has exercised its option to renew are hereinafter collectively called the "Term"). Should Tenant hold over and not remove the Telecommunications Facility after the expiration of the Term hereof, without the execution of a new or extended agreement, Tenant shall be deemed to be using the Leased Premises from month to month, subject to such use being terminated by either Landlord or Tenant upon thirty (30) days' written notice and subject to all of the other terms, covenants and conditions of the Agreement.

## 3. Rent and Rent Commencement Date.

The "Rent Commencement Date" shall be, assuming this Agreement has not been terminated in accordance with Section 4(g), the first day of the month following the commencement of construction of a Telecommunications Facilities for which Permits (as hereinafter defined) have been issued.

(a) Commencing on the Rent Commencement Date, as defined above, and during the Term, Tenant shall pay Landlord the following:

- i. Annual base rent in the amount of Twelve Thousand Dollars (\$12,000.00) payable in equal monthly installments of One Thousand Dollars (\$1,000.00) (the "Rent").
- ii. Rent shall increase by ten percent (10%) every five (5) years, commencing on the fifth (5<sup>th</sup>) anniversary of the Rent Commencement Date through the initial lease term and at the commencement of each renewal term.
- iii. At such time that a second Carrier, and for each additional Carrier thereafter, which subleases/sublicenses the Leased Premises and

commences paying sublease/sublicense fees, Rent shall increase Two Hundred Fifty Dollars (\$250.00) per month, for each Additional Carrier which subleases/sublicenses the Leased Premises and commences paying sublease/sublicense fees, which amount(s) shall increase in accordance with subparagraph (a)ii above.

(b) Monthly Rent payments are due on the first (1<sup>st</sup>) day of each month of the

Term.

(c) The Rent shall be paid by Tenant, at the address provided herein for Landlord's notice, without any prior demand therefore and without any deduction or setoff whatsoever.

4. Use.

(a) The Leased Premises are leased for the purposes of constructing, installing, operating, repairing, maintaining, upgrading and replacing a communications tower, the plans for which shall be previously approved by the Landlord in writing, which, at any time during the lease term, may be extended as permitted by the local jurisdiction, without requiring the consent of the Landlord, poles, guy wires and anchors, equipment shelters, buildings, utility lines, communication equipment, signs, personal property and related facilities and improvements including without limitation all technological evolutions of any of the foregoing (the "Telecommunications Facility"). Tenant shall have the right to use the Telecommunications Facility for its business purposes, which shall include, without limitation, subleasing or licensing all or any portion of the Leased Premises and/or the Telecommunications Facility to third parties ("Carriers"), without Landlord consent.

(b) At all times during the Term of this Lease, Tenant and its employees, agents, customers and invitees shall have free access to the Leased Premises seven (7) days a week, twenty-four (24) hours a day. If, at any time, access is denied, for any reason whatsoever, and such denial of access continues for two (2) consecutive days, Tenant shall have the right, in addition to other rights and remedies available to Tenant at law or in equity, to terminate this Lease with no further liability or obligation hereunder.

(c) Tenant shall have the right to construct board on board fencing around and within the Leased Premises and to otherwise secure the Leased Premises and the Telecommunications Facility. Tenant may enter upon Landlord's Property for the purpose of making surveys, conducting tests and investigations, cutting or trimming trees, bushes, or other vegetation that interferes with the use and operation of the Telecommunications Facility and to construct temporary anchors and guys in connection with the construction of any communications tower or pole on the Leased Premises. If the construction or maintenance of the Telecommunications Facility results in damage to the Leased Premises, Tenant shall promptly repair same to its prior condition, normal wear and tear and insured casualty excepted.

(d) At all times during the Term, Tenant will, and will cause its Carriers to, observe and conform to, in all material respects, all laws, ordinances, orders, rules and regulations now or

hereafter applicable to the Leased Premises and the Telecommunications Facility and/or the use of either.

(e) Tenant is responsible to ensure that the Telecommunications Facility complies with all applicable rules and regulations of the Federal Communications Commission ("FCC"), Federal Aviation Administration ("FAA") and any and all applicable codes and regulations of the regulating federal, municipal, county and state authorities/agencies with respect to the installation, use, maintenance and removal of the Telecommunications Facility. Landlord assumes no responsibility for the licensing, operation and/or maintenance of the Telecommunications Facility. Tenant shall obtain the necessary permits, leases and approvals from all governmental authorities having jurisdiction. If, at any time during the Term of this Lease, the FAA, FCC, or other federal, state or governmental agency changes its regulations and requirements so that Tenant may no longer use the Leased Premises for the Telecommunications Facility, Tenant shall have the right to terminate this Lease upon sixty (60) days' written notice to Landlord. Upon the exercise of such right by Tenant this Lease shall become null and void and neither party shall have any further liability or obligation to the other.

(f) Tenant agrees that Tenant and any Carriers will be permitted to install only such equipment that is of the type and frequency which will not cause measurable interference to Landlord and/or Landlord's Property. In the event Landlord notifies Tenant in writing of any such interference, Tenant shall modify or cease its use of the Telecommunications Facility, as necessary, to promptly eliminate such interference. Tenant shall have the opportunity to relocate the Telecommunications Facility on the Landlord's Property if such relocation shall remedy the events described, whereupon this Lease shall be modified accordingly.

(g) The Permit Contingency Date ("Permit Contingency Date") is herein defined as two hundred seventy (270) days following the Effective Date, wherein Tenant shall use its commercially reasonable efforts to obtain the final, unappealable (and for which no appeal is pending) certificates, permits and other approvals that are required by federal, state, local governmental or quasi-governmental authorities (collectively, the "Permits"). Provided that the Tenant is diligently pursuing the Permits, the Tenant shall have the right, upon written notice to Landlord, (to be delivered prior to the expiration of the last day of the then Permit Contingency Date), to extend the Permit Contingency Date from its date of expiration for up to two (2) ninety (90) day periods ("Extended Permit Contingency Date"). If Tenant is in the process of appealing or contesting an appeal, Tenant has the additional right to further extend the Permit Contingency Date until said appeal(s) has run its course, but in no event more than 24 months following the Effective Date and so long as Tenant is diligently prosecuting such appeal. Tenant shall bear the responsibility and cost of obtaining the Permits. Landlord agrees to use reasonable efforts to cooperate with Tenant's efforts to obtain the Permits, including signing proper applications in a timely manner and/or joining in all such applications as may be necessary. Tenant shall use its commercially reasonable, diligent efforts to obtain the Permits and shall copy Landlord on all submissions to, and responses from, governmental agencies relevant to the Permits.

(h) In the event Tenant has not satisfied (which shall be evidenced by a written notice to Landlord from Tenant), or waived in writing, the Permit Contingency on or before the expiration of the Permit Contingency Date or the Extended Permit Contingency Date, Tenant shall have the right to terminate this Lease prior to the expiration of the Permit Contingency

Period or the Extended Permit Contingency Date, or on such earlier date that Tenant has determined the Permits are not likely to be issued. Upon such termination, no further liability shall attach to either party under this Lease. At any time prior to the Permit Contingency Date or the Extended Permit Contingency Date, the Tenant shall have the right, upon thirty (30) days prior written notice to Landlord, to terminate this Lease if Tenant shall determine that the proposed use and/or business in respect of the Leased Premises shall not be feasible. Should Tenant exercise said termination right then Tenant will give immediate notice of the termination and neither Party shall have any further liability.

(i) The Landlord will cooperate with Tenant and shall seek to obtain a mutually acceptable subordination non-disturbance and attornment agreement (“SNDA”) from any mortgagee(s) that encumbers the Leased Premises or the Landlord’s interest therein. The Tenant shall be responsible for the payment of all third party costs incurred in connection with obtaining the SNDA. The SNDA shall be regarded as a Permit, and the failure to obtain a SNDA if not waived by Tenant, shall be regarded as the failure to obtain a Permit.

#### 5. Utility Services/Taxes.

(a) Tenant shall pay all charges incurred for its use of utility services at the Leased Premises including, without limitation, gas, electricity, water, sewer and telephone. Landlord shall cooperate with Tenant in Tenant’s efforts to obtain utility services along the Right of Way by signing such documents or easements as may be reasonably required by Tenant’s utility service provider. Tenant shall bear the costs of any additional installations to provide utilities.

(b) Tenant will be responsible for payment of all personal property taxes assessed directly upon the Telecommunications Facility and arising solely from its use. Tenant will pay to Landlord any increase in real property taxes attributable solely to the Telecommunications Facility within sixty (60) days after receipt of satisfactory documentation indicating calculation of Tenant’s share of such real estate taxes and payment of the real estate taxes by Landlord. Landlord will pay, when due, all real estate taxes and assessments attributable to Landlord’s Property of which the Leased Premises is a part, subject to reimbursement by Tenant as required above.

#### 6. Insurance.

Tenant will, at its own cost and expense, obtain and maintain (and cause its Carriers to obtain and maintain) during the Term, a policy or policies of comprehensive general liability insurance, or its equivalent, with minimum limits of not less than (a) \$1,000,000 for injury to one or more persons in any one occurrence and (b) \$1,000,000 for property damage in any one accident.

The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its related business entities. All insurance policies required to be maintained by Tenant hereunder shall; (i) be with responsible insurance companies authorized to do business in the state where the Premises are located, if required by law; (ii) shall name Landlord as an additional insured; (iii) and shall provide for cancellation only upon ten (10) days’ prior written notice to Landlord. Tenant shall



evidence such insurance coverage by delivering to Landlord, , certificates, and all renewals thereof, issued by the insurance companies underwriting such risks.

7. Liability and Indemnification.

Landlord shall not be liable for any injury to person(s) or damage to property on or about the Landlord's Property and/or Premises caused by the negligence or willful misconduct of Tenant, its Carriers, employees, customers or agents, or of any other person entering upon Landlord's Property or the Leased Premises under express or implied invitation of Tenant (other than Landlord or Landlord's employees, contractors, agents or invitees), or for a breach of this Lease by Tenant, and Tenant agrees to indemnify and hold harmless Landlord from any loss, claim, damage, cost, or expense suffered or incurred by Landlord by reason of any such damage or injury. Tenant shall not be liable for any injury to person(s) or damage to property on or about Landlord's Property and/or the Leased Premises caused by the negligence or willful misconduct of Landlord, its employees, contractors, or agents, or of any other person entering upon Landlord's Property and/or the Leased Premises under express or implied invitation of Landlord (other than Tenant or Tenant's Carriers, employees, customers, agents or invitees), or for a breach of this Lease by Landlord, and Landlord agrees to indemnify and hold harmless Tenant and its Carriers from any loss, claim, damage, cost, or expense suffered or incurred by Tenant or its Carriers by reason of any such damage or injury.

8. Quiet Enjoyment; Condition of Landlord's Property.

(a) Landlord covenants and agrees that Tenant, on paying rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Leased Premises for the Term of this Lease, including any Renewal Terms, without any hindrance, molestation or ejection by Landlord, its successors and/or assigns, or those claiming through any of them. Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Landlord's Property by Tenant, its agents, employees, contractors or invitees. Throughout the Term, the Landlord shall not permit a competing Telecommunications Facility to operate on the Landlord's Property or any property in which the Landlord has a controlling interest or is owned or controlled by the Landlord, which adjoins the Landlord's Property. .

(b) As used herein, the term "**hazardous material**" means any hazardous or toxic substance, material or waste (including, without limitation, asbestos) which is determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property and/or the use and/or disposal of which is regulated by any governmental authority. Tenant shall be responsible for all obligations of compliance with all environmental laws and regulations of any governmental authority regulating standards of liability or standards of conduct as may now or at any time hereinafter be in effect that are in any way related to the Telecommunications Facility or Tenant's activities conducted upon or about the Landlord's Property. Tenant hereby agrees to indemnify, defend and hold harmless Landlord (and its affiliates and their officers, employees, directors, managers, trustees and shareholders) from all fines, suits, procedures, claims, actions and costs in any way growing out of or connected with (i) any breach by Tenant of the foregoing covenants, (ii) any hazardous material introduced into the Landlord's Property by Tenant or its employees, contractors, agents, lessees or subtenants, and/or (iii) the Telecommunications Facility.

(c) Landlord represents and warrants that the Leased Premises is in compliance with any and all applicable federal, state or local statutes, ordinances, codes, administrative orders, rules or regulations relating to or concerning hazardous, toxic or dangerous waste, substance or material, including, without limitation, the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the National Environmental Protection Agency requirements (collectively, “**Environmental Laws**”).

(d) Landlord represents and warrants to Tenant that it is the fee owner of the Landlord’s Property, free of any title defects, liens or encumbrances that would interfere with Tenant’s use thereof. During the Term of this Lease, Landlord covenants and agrees that it will not grant, create, or suffer any claim, lien, charge, encumbrance, easement, restriction, or exception to title to the Leased Premises without the prior written consent of Tenant, provided, however, that it is expressly agreed and understood that Landlord may subject its interest in the Leased Premises to a mortgage loan if its lender shall agree for itself, its successors, and assigns, by written instrument in form and substance reasonably satisfactory to Tenant; (i) to be bound by the terms of this Lease; (ii) not to disturb Tenant’s or its Carriers’ use or possession of the Leased Premises in the event of a foreclosure of such lien or encumbrance so long as Tenant is not in default under this Lease; and (iii) not to join Tenant or any of its Carriers as a party defendant in any such foreclosure proceeding taken by it. Any sale of the Leased Premises, including, without limitation, a sale in bankruptcy, shall be under and subject to this Lease.

9. Assignment, Sublease, License, Mortgage.

(a) Tenant may assign this Lease at any time without the prior written consent of Landlord. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder, without necessity of any further writing. Tenant may sublease or lease all or any part of the Leased Premises at any time without prior consent. Landlord recognizes the subleases and leases of all of Tenant’s Carriers, now or hereafter in effect, and will permit each Carrier of Tenant to remain in occupancy of and use the Leased Premises, notwithstanding any Default hereunder by Tenant, so long as each Carrier is not in default under its sublease or lease with Tenant.

(b) Tenant shall have the right to mortgage, pledge or grant a security interest in its interest in this Lease (the document or instrument evidencing and/or securing the mortgage, pledge or security interest shall be referred to individually or collectively as the “**Security Instrument**” and the holder thereof shall be referred to as the “**Tenant’s Lender**”), or to assign, pledge or hypothecate the same as security for such Security Instrument. No such Security Instrument shall be binding upon Landlord in the enforcement of its rights and remedies herein and by law, unless and until an executed counterpart thereof, together with the address of the Tenant’s Lender, shall have been delivered to Landlord.

(i) Provided that Tenant has advised Landlord in writing of the name and address of Tenant’s Lender, Landlord shall notify Tenant’s Lender of any default by Tenant under the Agreement and agrees that, notwithstanding any provision(s) of this Agreement to the contrary, no notice of termination of this Agreement shall be effective

unless Tenant's Lender shall have received notice of default giving rise to such termination; or; (ii) in the case of any default that can be cured by the payment of money, until thirty (30) days shall have elapsed following the giving of such notice; or (iii) in the case of any other such default, until a reasonable period for remedying such default shall have elapsed following the giving of such notice and following the time when Tenant's Lender shall have become entitled under its Security Instrument to remedy the same, including such time as may be necessary to acquire possession of the Leased Premises. If possession is necessary to effect such cure, Tenant's Lender shall, with reasonable diligence, pursue such remedies as are available to it under its security instrument so as to be able to remedy the default and thereafter shall continue to remedy such default or cause the same to be remedied. Notwithstanding the foregoing, Tenant's Lender shall have no obligation to cure any such default.

(ii) Upon any rejection of this Lease in any bankruptcy, reorganization, arrangement or similar proceeding, which would, if it were not for this Paragraph 9, cause this Lease to terminate without any action or consent by Landlord, Tenant or any Tenant's Lender, the transfer of Tenant's interest hereunder to such Tenant's Lender or its nominee shall automatically occur. Such Tenant's Lender may terminate this Lease upon any such transfer by giving written notice thereof to Landlord no later than thirty (30) days after notice from Landlord of such transfer. Upon any such termination, such Tenant's Lender shall have no further obligations hereunder (including any obligations which may have accrued prior to such termination) except in the event that said Tenant's Lender shall request a new Lease as provided for hereinbelow, in which event all prior obligations accruing to the effective date of the new Lease shall be payable upon the date of its effectiveness, notwithstanding the earlier rejection and termination.

(iii) In the event of the termination of this Lease, or of any succeeding Lease made pursuant to the provisions of subparagraph (ii) above, prior to its stated expiration date, the Landlord will enter into a new lease for the Leased Premises with the Tenant's Lender for the remainder of the term, effective as of the date of such termination, at the Rent and upon the covenants, agreements, terms, provisions and limitations herein contained, provided:

a. such Tenant's Lender makes written request upon the Landlord for such new Lease within sixty (60) days from the date of such termination and such written request is accompanied by payment to the Landlord of all amounts then due and owing to the Landlord; and

b. such Tenant's Lender pays, or causes to be paid, to the Landlord, at the time of the execution and delivery of said new Lease, any and all sums which would at the time of the execution and delivery thereof, be due under this Agreement but for such termination, and additionally pays or causes to be paid, any and all expenses, including reasonable counsel fees, court costs and disbursements incurred by the Landlord in connection with any such default and termination as well as in connection with the execution and delivery of such new Lease.

(iv) Upon the execution and delivery of a new lease in accordance with the provisions of the preceding subparagraph (iii) of this Paragraph 9(b) all subleases or

leases which theretofore may have been assigned and transferred to the Landlord shall thereupon be assigned and transferred, without recourse by the Tenant's Lender, to the Tenant's Lender as the new Tenant.

(v) No Tenant's Lender shall become personally liable under the agreements, terms, covenants or conditions of this Agreement or any new lease entered into in accordance with the provisions of subparagraph 9(b)(iii), unless and until it becomes, and then only for as long as it remains, the holder of the Leased estate.

(c) Landlord agrees to subordinate statutory lien rights it may have concerning the Telecommunications Facility on form reasonably acceptable to Landlord and Tenant.

#### 10. Telecommunications Facility Ownership and Maintenance.

The Telecommunications Facility, when located on the Leased Premises and even if installed on or attached to the Leased Premises, shall not be deemed to be part of the Landlord's Property but shall be separately owned by Tenant and/or its Carriers, as the case may be. At any time during the Term of this Lease, Tenant and its Carriers shall have the right to remove all or any portion of the Telecommunications Facility from the Leased Premises. Tenant shall remove the Telecommunications Facility and related improvements from the Leased Premises within one hundred eighty (180) days of the termination of this Lease, with any foundations to be removed to two (2) feet below grade. Upon termination of this Lease, the Leased Premises shall be restored as closely as is practical to its condition existing on the date of this Lease (except for any tree, shrub or other vegetation that was removed), normal wear and tear and insured casualty excepted. Landlord shall provide Tenant with a written declaration stating that Landlord does not have an ownership interest in the Telecommunications Facility, or any part thereof, located on the Leased Premises and that same are owned by Tenant or its Carriers, as the case may be, within fifteen (15) days after receipt of a written request therefor from Tenant. Tenant, at its sole cost and expense, shall maintain the Telecommunications Facility in good condition and repair during the duration of this Agreement. Tenant shall, at its sole cost and expense, repair and replace any property of Landlord, including, but not limited to, the roof or any property of any other tenant or occupant at the Landlord's Property, which is damaged or adversely affected by reason of the installation, maintenance, use, or removal by Tenant, of the Telecommunications Facility. Tenant shall assume all risk of loss or damage to the Telecommunications Facility, its related equipment and all of Tenant's property used in connection with the installation, maintenance, repair, use and removal of the Telecommunications Facility. Landlord shall in no event be liable or responsible for any damage to any of Tenant's property, including without limitation, the Telecommunications Facility. If the Leased Premises shall be damaged by fire or other casualty not covered by Tenant's policies of fire and broad form extended coverage insurance and Tenant decides not to repair and restore the Premises, or sufficient funds are not made available by Tenant's lender/mortgagee, Tenant shall have the right, to be exercised by notice in writing, delivered to Landlord within sixty (60) days from and after the occurrence of such damage or destruction, to elect to cancel and terminate this Lease. 11. Right of Inspection.

Upon request and in the presence of Tenant or its employee or agent, Landlord and its agents and representatives shall be entitled to enter upon and inspect the Leased Premises at any time during normal business hours, provided only that such inspection shall not unreasonably interfere with Tenant's business and the operation of the Telecommunications Facility.

12. Notices.

All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage pre-paid, by certified mail or delivered by a reliable overnight courier service for next business day delivery, with delivery verification, to the following addresses or at such other address as may be designated in writing by either party:

*If to Landlord:*

**Village of Bradley  
147 South Michigan Avenue  
Bradley, IL 60915-2243**

*If to Tenant:*

**Capital Telecom Acquisition LLC,  
c/o Capital Telecom, LLC  
1500 Mt. Kemble Avenue, Suite 203,  
Morristown, New Jersey 07960  
ATTN: Leasing**

Notice given by certified mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

13. Default.

Either party hereunder shall be in default ("Default") under this Lease if that party fails to perform any of its material, non-monetary obligations under this Lease and such failure continues for thirty (30) days ("Cure Period") after the other party gives written notice thereof to the defaulting party; provided, however, that if more than thirty (30) days shall be required in order to cure any such default, the defaulting party shall have sufficient time as is reasonably required provided the defaulting party has commenced and is diligently pursuing corrective action within the Cure Period. Tenant shall be in default under this Lease should Tenant fail to satisfy any of its monetary obligations under this Lease and such failure continues for ten (10) days ("Monetary Cure Period") after the Landlord gives written notice thereof to the Tenant.

14. Condemnation

(a) If all of the Leased Premises (or if less than all, if Tenant determines that the Telecommunications Facility cannot be operated on the remaining portion as a communications tower site) shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or transferred to a condemning authority under threat of condemnation, then the Term of this Lease shall cease and terminate as of the date of title vesting in such proceeding (or sale) and all rent shall be paid or refunded to that date, as the case may be, with no further liability or obligation arising hereunder.

(b) In the event of a partial taking or condemnation of less than a substantial portion of the Leased Premises and Tenant determines that the Telecommunications Facility can be

operated on the remaining portion as a communications tower site, this Lease shall continue in full force and effect, but with an equitable reduction or abatement of rent.

(c) In the event of any condemnation, taking or sale, whether whole or partial, Landlord and Tenant shall each be entitled to seek, receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed. Termination of this Lease shall not affect the right of the parties to such awards.

15. Force Majeure.

The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions, any acts or failure to act by governmental authority and/or any other cause not within the control of Landlord or Tenant.

16. Recording.

Landlord or Tenant, promptly upon request of the other party, shall execute, acknowledge and deliver to the requesting party in recordable form, a short-form memorandum of this Lease (or the Lease if such is the local custom) setting forth the Initial Term, the Renewal Term options, and such other provisions hereof as Landlord or Tenant shall reasonably deem to be pertinent, which may be recorded at Landlord's or Tenant's option. The requesting party agrees to provide the other party with an executed duplicate of such short-form memorandum upon written request. The Tenant shall enter into a mutually acceptable SNDA with all mortgagees' of Landlord's interest in the Premises.

17. Right of First Refusal.

If, during the term of this Lease, as might be renewed or extended, the Landlord shall have received a bona fide arm's length offer to purchase the Leased Premises from any third party (the "Transferee"), the Landlord shall serve a notice (the "Transfer Notice") upon the Tenant. The Transfer Notice shall set forth the exact terms of the offer so received, together with a copy of such offer, and shall state the desire of the Landlord to sell the Leased Premises on such terms and conditions. Thereafter, the Tenant shall have the right and option to purchase the Leased Premises at the price and upon the terms and conditions specified in the offer (the "Offer"). If the Tenant desires to exercise its option, it shall give notice (the "Counternotice") to that effect to the Landlord within thirty (30) days after receipt of the Transfer Notice. The closing of the purchase and sale of the Leased Premises pursuant to this option shall occur at the time set forth in the Offer, provided that Tenant shall not be required to close before the 15th day following the date of the Counternotice. The Tenant's failure to give a timely Counternotice (or its notice of refusal to purchase) shall be deemed a waiver of its rights to exercise its right of first refusal to accept the Offer but shall not be deemed a waiver of its right of first refusal with respect to any modification to the Offer or any future Offers.

18. Rental Stream Offer.

If, at any time after the date of this Amendment, Landlord receives a bona fide written offer from a third party or receives a modified written offer from a third party seeking an assignment of the rental stream associated with this Agreement (“**Rental Stream Offer**”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) 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 of first refusal or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer rent payments without complying with this Section, the assignment or transfer shall be void, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

19. Exclusivity.

Landlord agrees not to Lease or develop a telecommunications facility on any part of the Landlord’s Property or any property in which the Landlord has a controlling interest or is owned or controlled by the Landlord which adjoins the Landlord’s Property, while this Agreement is in effect.

20. Lease Execution.

This Lease Agreement shall be deemed to be in effect upon its full execution. This Lease may be executed in several counterparts and all so executed will constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. The Parties agree that receipt of a fully signed Agreement, whether it is an executed original, or a photocopy, e-mail or facsimile thereof, shall be deemed receipt of an originally executed Agreement.

21. Miscellaneous.

(a) The captions used in this Lease are for convenience only and shall not be deemed to amplify, modify or limit the provisions hereof.

(b) Words of any gender used in this Lease shall be construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

(c) This Lease shall be binding upon, and shall inure to, the benefit of the parties hereto and their respective heirs, legal representatives, successors and/or permitted assigns.

(d) This Lease, and every Exhibit attached hereto, contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended or modified only by written instrument executed by all such parties.

(e) The unenforceability of any provision hereof shall not affect the remaining provisions of this Lease, but rather such provision shall be severed and the remainder of this Lease shall remain in full force and effect.

(f) All rights and remedies available to any party hereunder in equity or at law shall be cumulative.

(g) This Agreement has been executed by the undersigned in his capacity as an officer of Landlord, not individually, and neither the officer executing this Agreement nor the partners, members, officers, employees of Landlord, or of any of Landlord's parents or affiliates shall be bound or have any personal liability hereunder. The party contracting with Landlord will not seek recourse or commence any action against the officer executing this Agreement or any of the partners, members, officers, employees of Landlord or of any of Landlord's parent companies or affiliates or any of their personal assets.

(h) In addition to other events permitting termination hereunder, this Lease may be terminated, without any penalty or further liability if Tenant is unable to enter into a sublease/sublicense with a Subtenant or if Tenant loses all of its Subtenants provided that loss is not attributable to any action or inaction by Tenant.

(i) This Lease may be executed in any number of separate counterparts, all of which counterparts taken together shall constitute the entirety of this Lease.

(j) From time to time, upon the request of either party to this Lease, Landlord and Tenant shall promptly provide to the other an estoppel letter confirming that this Lease is in full force and effect and/or such other matters as may be reasonably agreed to.

(k) This Lease shall be governed by and construed in accordance with the laws of the State in which the Leased Premises is located, without regard to conflict of laws.

*[Remainder of page left blank – signature page follows]*



IN WITNESS WHEREOF, the parties have duly executed this Lease to be effective as of the date of its last signing, the "Effective Date".

Witness as to Landlord

Michael J. LAGESSE  
Michael J. Lagesse  
(Print Name)

Witness as to Landlord

Teresam Richert  
TERESAM RICHERT  
(Print Name)

Witness as to Tenant

Linda Berry  
Linda Berry  
(Print Name)

Witness as to Tenant

Barbara S. O'Neil  
Barbara S. O'Neil  
(Print Name)

Landlord: Village of Bradley

By: Bruce W Adams  
BRUCE W ADAMS  
(Print Name)

Title: VILLAGE PRESIDENT

Date: 6/11/14

Tenant: Capital Telecom Acquisition, LLC

By: Charles Louria

Title: Partner

Date: 6/16/14

Tax ID: 26-377792

**CAPITAL TELECOM**  
 CAPITAL TELECOM CORPORATION, LLC  
 1500 MT. AUBURN, SUITE 203  
 MOUNTAIN VIEW, IL 60061  
 PH: (708) 424-2000  
 FAX: (708) 424-5018

**APPROVALS**

SAC MGR:	
SAC:	
OPER:	
PM:	
RF:	
CONST:	
A & E:	

NO.	DATE	REVISION DESCRIPTION
B	05/21/14	PER CLIENT COMMENTS
A	05/07/14	LEASE EXHIBIT

**W-T CONSULTING**  
 WIRELESS TELECOMMUNICATIONS CONSULTING, LLC  
 WIRELESS INFRASTRUCTURE  
 2475 PULASKI AVENUE  
 SUITE 200  
 MOUNTAIN VIEW, IL 60061  
 PH: (708) 234-3337  
 FAX: (708) 234-3338  
 WWW.WTCONSULTING.COM

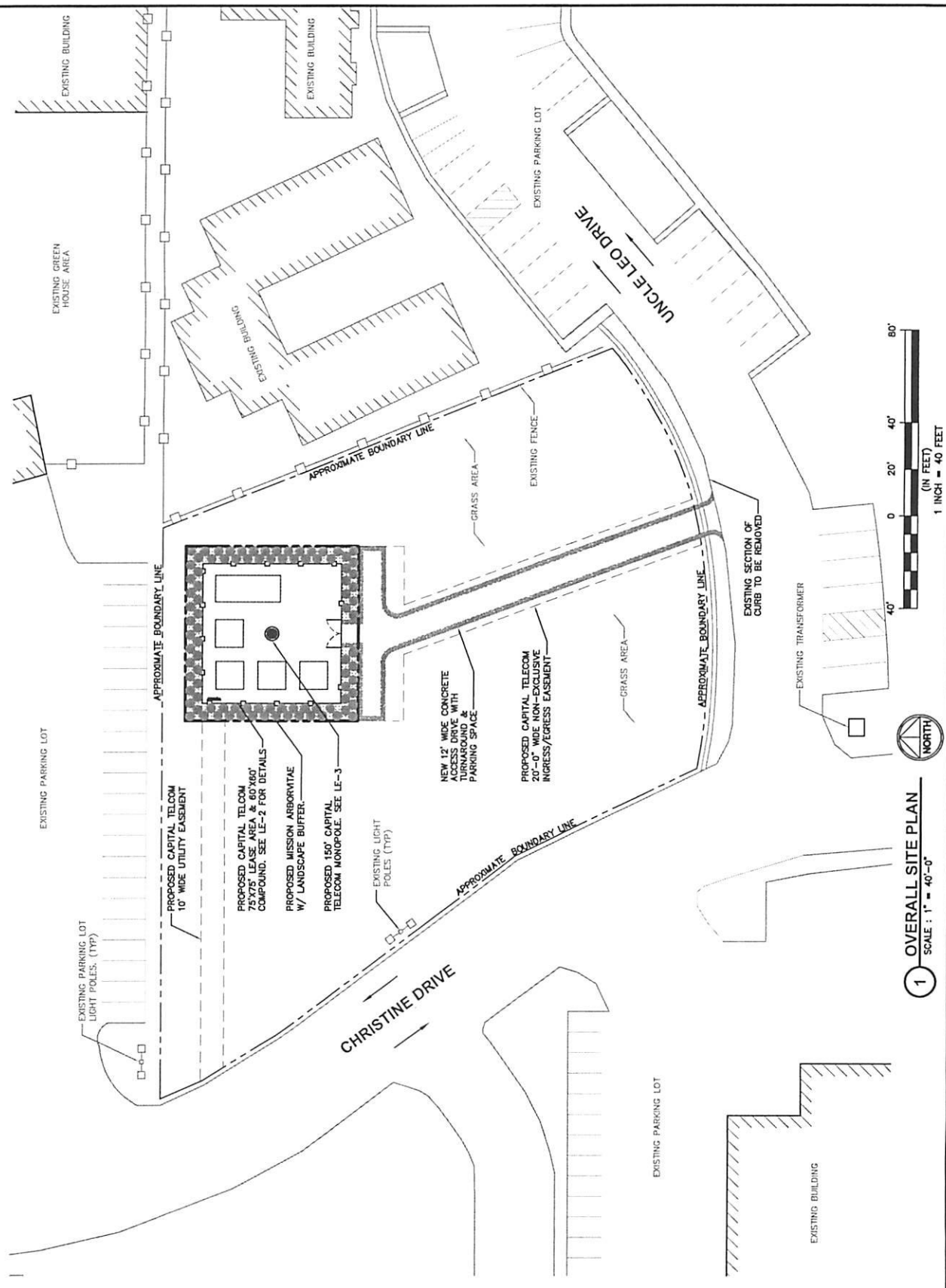
CAROLINA WRIGHT  
 LICENSED PROFESSIONAL ENGINEER  
 LICENSE # 001-000049  
 DPPE#17/07/14 30400

PROJECT NO:	T1-2032
DRAWN BY:	FJC
CHECKED BY:	DAY


**BRADLEY**  
 \*\*\*\*\*  
 1260 CHRISTINE DRIVE  
 BRADLEY, IL 60915  
 KANKAKEE COUNTY


SHEET TITLE  
 LEASE EXHIBIT  
 OVERALL SITE PLAN

SHEET NUMBER  
**LE-1**



**1 OVERALL SITE PLAN**  
 SCALE : 1" = 40'-0"

 <p>CAPITAL TELECOM ACQUISITION, LLC 1000 WEST 10TH STREET MORRISTOWN, NJ 07960 PH: (973) 425-8000 FAX: (973) 425-8000</p>		<p>SAC MGR:</p> <p>SAC:</p> <p>OPER:</p> <p>PM:</p> <p>RF:</p> <p>CONST:</p> <p>A &amp; E:</p>		<p>APPROVALS</p>	
<p>NO. DATE REVISION DESCRIPTION</p>		<p>PER CLIENT COMMENTS</p>		<p>DATE EXHIBIT</p>	
<p>8 05/27/14</p>		<p>15/07/14</p>		<p>15/07/14</p>	
<p>9 05/27/14</p>		<p>15/07/14</p>		<p>15/07/14</p>	



**W-T COMMUNICATION**  
DIVERSIFIED GROUP, LLC  
WIRELESS INFRASTRUCTURE  
1000 WEST 10TH STREET  
MORRISTOWN, NJ 07960  
PH: (973) 425-8000  
FAX: (973) 425-8000

PROJECT NO: T142032

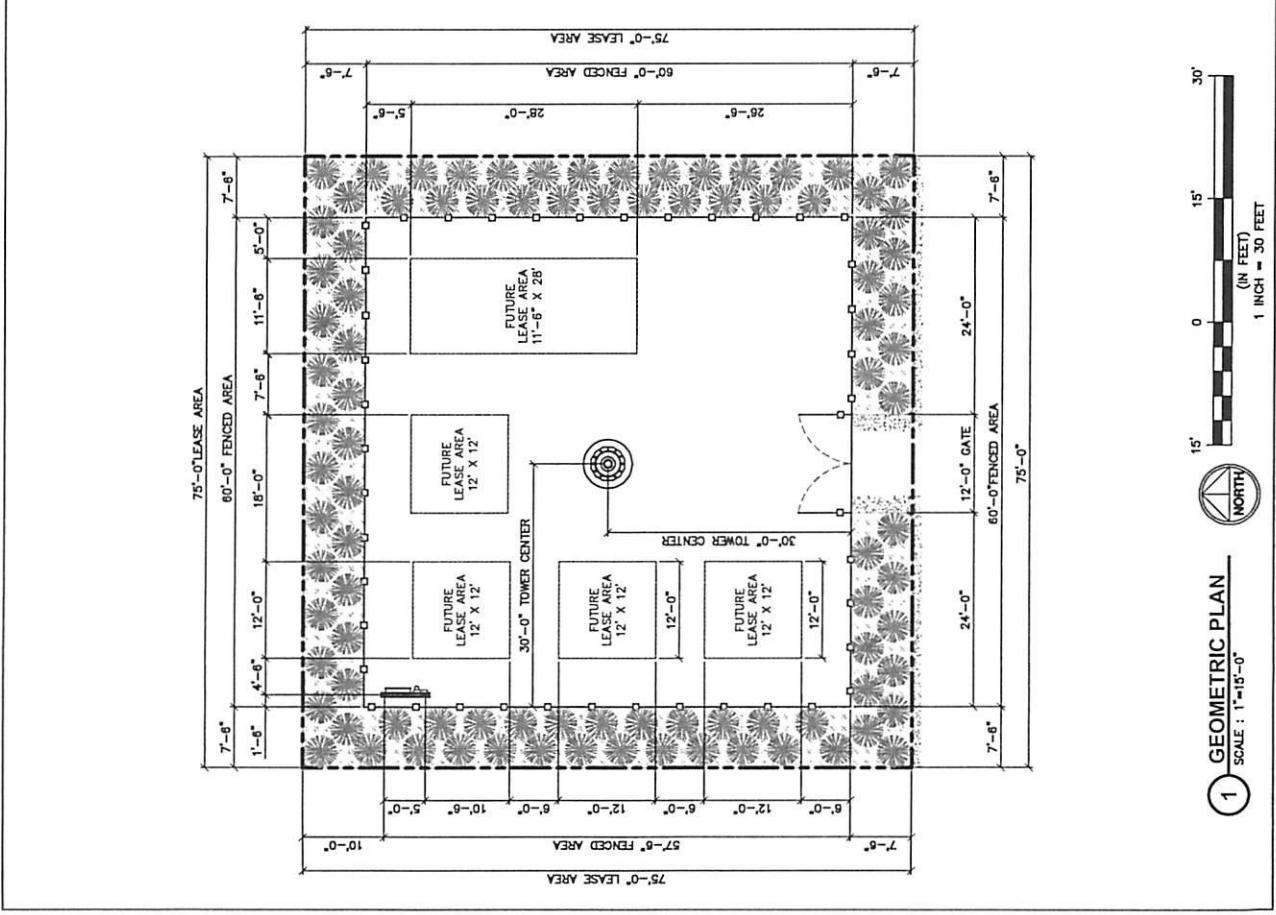
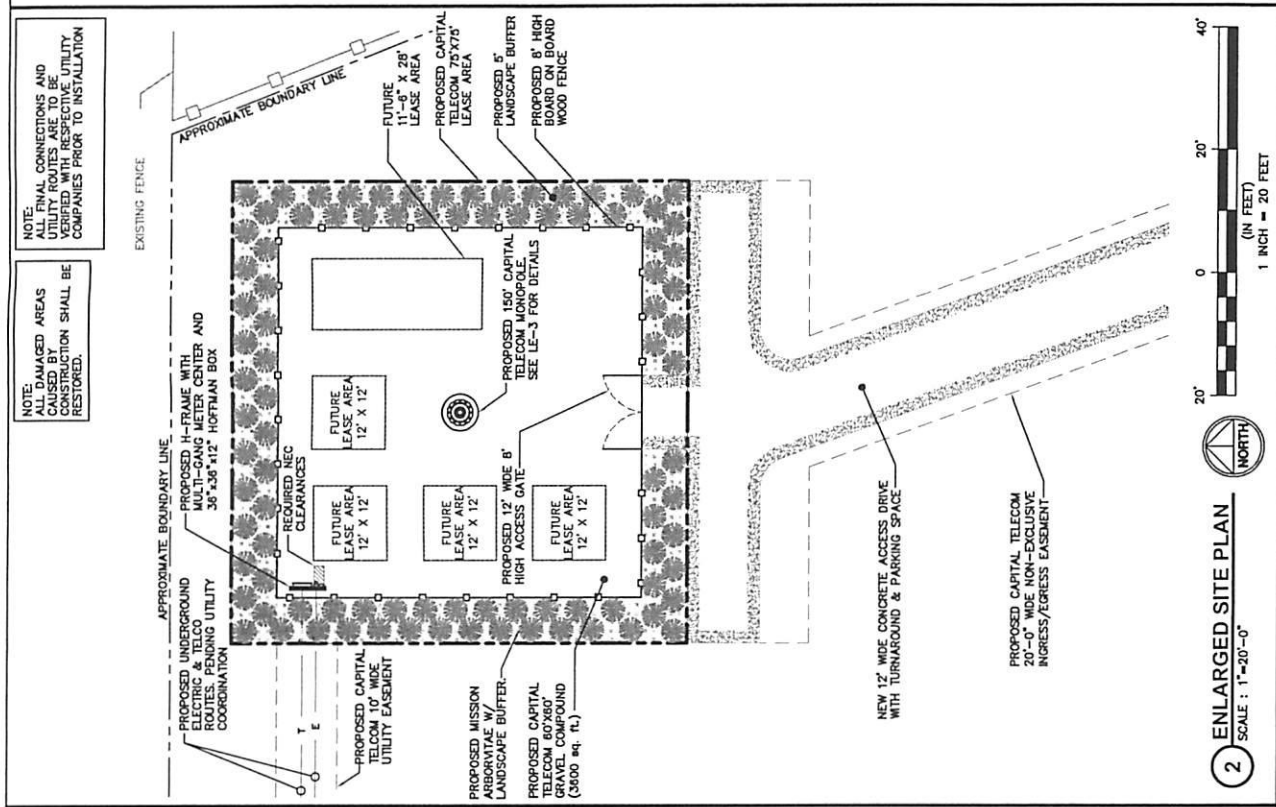
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CHECKED BY: DAY

**BRADLEY**  
\*\*\*\*\*  
1260 CHRISTINE DRIVE  
BRADLEY, IL 60915  
KANKAKEE COUNTY

SHEET TITLE  
**LEASE EXHIBIT ENLARGED AND GEOMETRIC PLAN**

SHEET NUMBER  
**LE-2**



**CAPITAL TELECOM**  
 CAPITAL TELECOM ADDITION, LLC  
 1000 W. WISCONSIN AVENUE, SUITE 200  
 CHICAGO, IL 60606  
 PH: (773) 424-2000  
 FAX: (773) 424-4418

APPROVALS

SAC MGR:	
SAC:	
OPER:	
PM:	
RF:	
CONST:	
A & E:	

NO.	DATE	REVISION DESCRIPTION
B	05/27/14	PER OWNER COMMENTS
A	05/07/14	BASE ELEVATION

**W-T COMMUNICATIONS**  
 CENTRAL ILLINOIS, LLC  
 2000 W. WISCONSIN AVENUE, SUITE 200  
 CHICAGO, IL 60606  
 PH: (773) 424-2000  
 FAX: (773) 424-4418

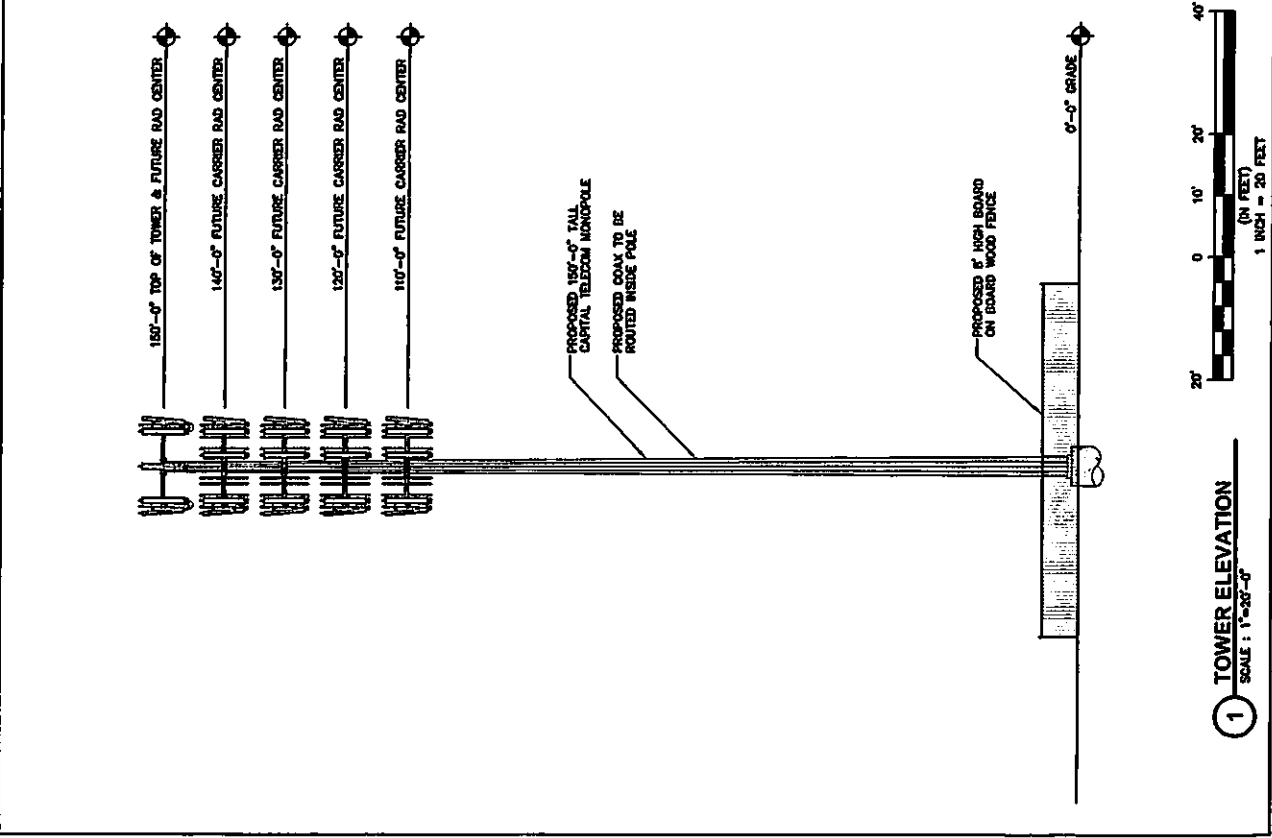
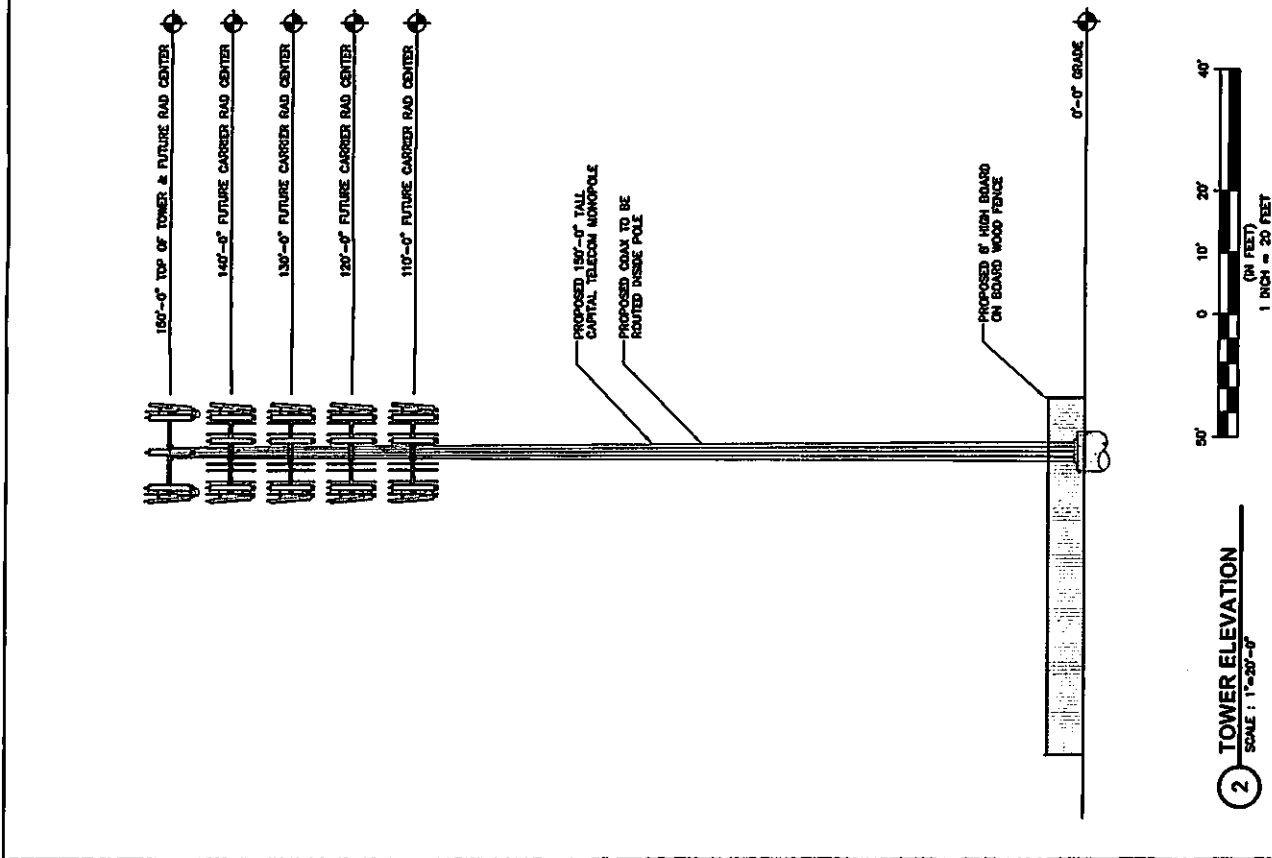
CAROLINA WIRELESS  
 1000 W. WISCONSIN AVENUE, SUITE 200  
 CHICAGO, IL 60606  
 PH: (773) 424-2000  
 FAX: (773) 424-4418

PROJECT NO: T142032  
 DRAWN BY: FJC  
 CHECKED BY: DAY

**BRADLEY**  
 1260 CHRISTINE DRIVE  
 BRADLEY, IL 60915  
 KANKAKEE COUNTY

SHEET TITLE  
 LEASE CORNER  
 ELEVATIONS

SHEET NUMBER  
**LE-3**





June 18, 2014

Teresa M. Richert  
Deputy Clerk  
Village of Bradley  
147 South Michigan Avenue  
Bradley, Illinois 60915

Re: Telecommunications Facility Lease Agreement  
Premises: Christine Drive, Bradley, IL

Dear Mr. Richert:

I herewith enclose one fully signed copy of the Lease Agreement, effective June 16, 2014, to which is attached the Landlord approved Lease Exhibit B.

As our liability insurance policy renews tomorrow and I am awaiting the updated Certificates of Insurance, I will forward a Certificate of Insurance to you separately tomorrow or the next day.

Should you have any questions or need any information, at any time, please do not hesitate to contact me at 973-425-0606 x. 104 or email: [boneill@capitaltelecom.com](mailto:boneill@capitaltelecom.com).

Very truly yours,

A handwritten signature in blue ink, appearing to read "B. O'Neill", is written over the typed name.

BARBARA J. O'NEILL  
Lease Administrator  
Encl  
Via Federal Express

R-5-14-4

Client#: 1594455

141CAPITTEL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BB&T-Atlantic Risk Management 5850 Waterloo Road, Suite 240 Columbia, MD 21045 410 480-4400	<b>CONTACT NAME:</b> Rachel Stagner <b>PHONE (A/C, No, Ext):</b> 410-480-4454 <b>FAX (A/C, No):</b> 866-549-3345 <b>E-MAIL ADDRESS:</b> RStagner@BBandT.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER B : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hanover Insurance Company	22292	INSURER B : Hartford Fire Insurance Company	19682	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> Capital Telecom LLC and Capital Telecom Acquisition LLC 1500 Mt. Kemble Avenue Suite 203 Morristown, NJ 07960														

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		LHQ581012505	06/19/2014	06/19/2015	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COM/PROP AGG	\$2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		UHQ581001805	06/19/2014	06/19/2015	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	30WBCHEH3047	04/11/2014	04/11/2015	WC STATUTORY LIMITS	
						OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Parcel No 17-09-21-200-25, Christine Drive, Bradley, IL

If required by written contract, Village of Bradley is named as additional insured on all policies except Workers Compensation, subject to policy provisions.

<b>CERTIFICATE HOLDER</b> Village of Bradley 147 South Michigan Avenue Bradley, IL 60915-2243	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>David J. Saul</i>
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June 23, 2014

Teresa M. Richert  
Deputy Clerk  
Village of Bradley  
147 South Michigan Avenue  
Bradley, Illinois 60915'

Re: Telecommunications Facility Lease Agreement  
Premises: Christine Drive, Bradley, IL

Dear Ms. Richert:

As provided in the Lease, enclosed please find a Certificate of Insurance naming the Landlord as an additional insured for the period June 19, 2014 through June 19, 2015.

Should you have any questions or need any information, at any time, please do not hesitate to contact me at 973-425-0606 x. 104 or email: [boneill@capitaltelecom.com](mailto:boneill@capitaltelecom.com).

Very truly yours,

A handwritten signature in blue ink, appearing to read "Barbara J. O'Neill", is written over the typed name.

BARBARA J. O'NEILL  
Lease Administrator  
Encl