

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("**Agreement**") is made and entered into as of this day of SEPTEMBER 4, 2015, by and between **EVEREST ACADEMY OF LEMONT, INC.**, an Illinois nonprofit corporation ("**Lessor**"); and **APC TOWERS II, LLC**, a Delaware limited liability company f/k/a **AP TOWERS, LLC** ("**Lessee**").

Recitals

WHEREAS, Lessor is the ground lessee of that certain parcel of land located at 11550 Bell Road in the County of Cook, State of Illinois, as more specifically described on Exhibit A hereto (the "**Property**") pursuant to that certain Amended and Restated Lease Agreement (the "**Prime Lease**") dated October 22, 2009, between **Koshkonong Pastoral Center Inc.**, a Wisconsin nonprofit corporation (the "**Ground Lessor**"), as ground lessor, and Lessor; and

WHEREAS, Lessor desires to grant to Lessee, and Lessee desires to obtain from Lessor an option to lease from Lessor a portion of the Property comprised of approximately 50' x 50' sq. ft. (2500 square feet) of ground space (the "**Premises**"), together with easements for ingress and egress and the installation and maintenance of utilities (collectively, the "**Easements**") both being approximately located as shown on Exhibit B (the Premises and the Easements are collectively referred to herein as the "**Site**"), for the purpose of establishing and maintaining a communications facility for Lessee's use and that of its subtenants, licensees and customers.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows.

1. Option to Lease.

(a) In consideration of the payment of Three Thousand and 00/100 Dollars (\$3,000.00) (the "**Option Fee**") by Lessee to Lessor, Lessor hereby grants to Lessee an exclusive and irrevocable option to lease the Premises and use the Easements on the terms and conditions set forth herein below (the "**Option**"). The Option has a term of 12 months, commencing on the date this Agreement is fully executed and ending as of midnight on the date before the first anniversary of such date (the "**Option Period**"). Lessee shall have the right to extend the Option for two additional terms of 6 months each (each an "**Extended Option Period**"). The Option will automatically be extended for each Extended Option Period unless Lessee provides Lessor written notice of its intent not to extend the Option. Lessee will pay Lessor an additional payment (the "**Additional Option Fee**") of Three Thousand and 00/100 Dollars (\$3,000.00) within 30 days of the commencement of each Extended Option Period.

(b) During the Option Period, each Extended Option Period and the Term of this Agreement, Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense but for no additional consideration payable to Lessor, all licenses and permits or authorizations required for Lessee's use of the Site from all applicable government and/or regulatory entities (the "**Government Approvals**"). Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's use of the Site including but not limited to land use and zoning applications. During the Option Period, each Extended Option Period and the Term of this Agreement, Lessor agrees to reasonably cooperate with and to allow Lessee, at no cost to Lessor, to obtain a title report, zoning approvals and variances, conditional-use permits, perform surveys, soils tests, perform RF engineering studies and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine whether Lessee's use of the Site will be compatible with the Lessee's engineering specifications, intended use, system design, operations and Government Approvals. During the Option Period, each Extended Option Period and the Term of this Agreement, Lessor agrees to reasonably cooperate with and to

provide Lessee, at no cost to Lessor, with any documents, materials or other instruments required or requested for Lessee to secure a title policy for the Site, which may include, among others, the following: (i) a certified copy of the formation documents of Lessor and the Ground Lessor, if necessary, from the State that Lessor is organized and all amendments thereto; (ii) a certificate of good standing for the Lessor and the Ground Lessor, if necessary, issued by the State where the Lessor and/or the Ground Lessor is organized, not dated later than five (5) business days from the date requested by Lessee; (iii) a copy of the authorizing resolutions or consent of Lessor's governing body authorizing Lessor to enter into, comply with and perform under this Agreement; and (iv) such other corporate or organizational documents of Lessor or the Ground Lessor that may be reasonably required or requested.

(c) During the Option Period and any Extended Option Period, Lessee may exercise the Option by so notifying Lessor in writing. If Lessee fails to exercise the Option within the 10 days from the expiration of the Option Period or Extended Option Period, if applicable, then the Option will expire and Lessee may no longer exercise same.

2. Premises.

Subject to the terms and conditions of this Agreement, upon Lessee's exercise of the Option pursuant to Section 1(c) Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises together with the use of the Easements for the construction, operation and maintenance of the Telecommunications Facilities (as defined in Section 7(a).

3. Permitted Use.

The Site may be used by Lessee for, among other things, construction, operation, maintenance, repair and/or replacement of the Telecommunications Facilities. Lessor shall not commit any action or omission that would adversely affect the status of the Site with respect to the use thereof by Lessee. Lessee shall use the Premises in accordance with all applicable laws and regulations of governmental bodies with jurisdiction over the Premises and Lessee's Facilities.

4. Term.

The initial term of this Agreement ("**Initial Term**") is five (5) years, beginning on the date of the exercise of the Option by Lessee ("**Commencement Date**"), and expiring as of midnight on the day prior to the fifth (5th) anniversary of the Commencement Date. Lessee shall have the right to extend the term of Agreement for five (5) additional five (5) year renewal terms ("**Renewal Terms**"). Each Renewal Term will be on the same terms and conditions set forth in this Agreement. This Agreement will automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least (60) days prior to the expiration of the then current Term. The Initial Term and Renewal Terms are collectively referred to herein as the "**Term**".

5. Rent.

(a) Lessee shall pay Lessor an initial monthly rent of One Thousand Nine Hundred and 00/100 Dollars (\$1,900.00) ("**Rent**"). The Rent is due and payable in advance on the first day of each month during the Term commencing as of the Rent Commencement Date. The "**Rent Commencement Date**" is the earlier of (i) the date of Lessee commences construction of the Telecommunications Facilities at the Site, or (ii) 90 days from the Commencement Date. As a condition precedent to Lessee's obligation to remit any payments provided for under this Agreement, Lessor (as well as any successor to Lessor's interest in this Agreement or such payments) agrees to provide Lessee with a completed IRS Form W-9 upon execution of this Agreement and at such other times as may be reasonably requested by Lessee, including any change in Lessor's name or address. If Lessee elects to remit payments payable under this Agreement by electronic funds transfer, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee. The Rent will increase annually, effective as of each anniversary of the Rent Commencement Date, by an amount equal to two percent (2%) per annum above the Rent in effect immediately prior to such increase, provided however, if the annual increase of rent for the initial subtenant or licensee (or its replacement) of Lessee exceeds 2% per annum, Lessee shall be required to increase the annual percentage increase to Lessor by the same percentage increase agreed to by the initial subtenant (or its replacement, in which case the change in the escalator shall be on a go-

forward basis only) and Lessee. If Rent is not paid within fifteen (15) days after the due date, Lessee agrees to pay a late charge equal to five percent (5%) of the then current monthly Rent.

(b) The parties acknowledge that the initial carrier locating its equipment on the Premises is anticipated to be T-Mobile (the "**Initial Carrier**"). In addition to the Rent, Lessee shall pay Lessor twenty seven percent (27%) of actual rent received for each additional Wireless Carriers or any other subtenant which sublease or license space at the Site from Lessee. Each such payment shall be due and payable (30) days following receipt by Lessee of each such Wireless Carrier's or any other subtenant's respective full monthly lease or license payment, and is be conditioned upon the receipt by Lessee of such each such payment. "**Wireless Carrier**" as used herein means any carrier utilizing spectrum licensed by the federal communications commission (FCC) for transmission, emission or reception of voice and/or data services such as AT&T, Verizon Wireless, Sprint Nextel, MetroPCS or Cricket.

6. Interference.

Lessor shall not use, nor shall Lessor permit its tenants, licensees, employees, invitees or agents to use any portion of the Property in any way that interferes with Lessee's Permitted Use of the Site. Such interference will be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference immediately upon written notice from Lessee. Anything to the contrary in this Lease notwithstanding, the cure periods provided for in Section 10 hereof will not be applicable to failure by Lessor to fulfill its obligations under this Section 6. If any such interference does not cease or is not rectified as soon as possible, but in no event longer than 24 hours after Lessee's written notice to Lessor, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, as well as Lessee's sublessees and licensees, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Lessor represents and warrants that it has not sold, leased, licensed or otherwise granted rights in the Property that in any way interfere or could reasonably be likely to interfere with Lessee's rights to the Site as set forth in this Agreement.

7. Construction of Improvements.

(a) Provided that the height of the tower does not exceed one hundred twenty-five feet (125'-0") and the Lessee constructs its facilities within the Premises, Lessee has the right in its sole judgment, from time to time during the Term, at its expense, to construct, install, operate, maintain, replace, add to, upgrade and remove its (as well as, to the extent applicable, that of its subtenants, licensees and/or customers) radio transmitting and receiving antennae, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances, as well as a tower(s) and building(s) or cabinets to house some such equipment (collectively the "**Telecommunications Facilities**"). Although the Telecommunications Facilities may become fixtures, they shall be and shall remain solely the property of Lessee and Lessee's subtenants, licensees and customers, and Lessee (and its respective subtenants, licensees and customers) shall have the right to remove any or all of them from time to time during the Term. Lessee shall remove the Telecommunications Facilities and its improvements, including, but not limited to, the foundation of the tower to three feet (3') below grade, from the Premises within 120 days after termination or earlier expiration of the Agreement. If Tenant fails to remove the Telecommunications Facilities within 120 days after such termination or earlier expiration, Lessee shall be deemed to be holding-over and shall pay Rent from and after such 120th day until Lessee satisfies the removal requirements set forth in this paragraph. Lessor requires the following improvements be installed by Lessee, such improvements require the approval of Lessor, such approval not to be unreasonably withheld, as part of the Premises, at no cost to Lessor: (a) brown slat security fence surrounding Premises; (b) landscaping as required by the local zoning requirements and (d) gravel access road to be installed and maintained at Lessee's expense with the 50 feet of the access road nearest to Bell Road to be paved asphalt.

(b) The Telecommunications Facilities shall be initially configured as generally set forth in **Exhibit C**, subject to change by Lessee consistent with Section 7(a).

(c) Lessee shall be solely responsible for operations, maintenance, repair and insuring of the equipment owned, constructed and installed by Lessee on the Premises.

(d) Lessor hereby grants Lessee a non-exclusive, unimpaired landscape easement which includes the right to install vegetation and screening around the exterior of the perimeter of the Premises as necessary to meet the applicable landscaping and buffering requirements of applicable land use laws, rules and regulations, if and when such placement should ever be required (the "***Landscape Easement***"), the Landscape Easement is described further in Exhibit B attached hereto.

8. Access.

During the Term, ingress and egress to the Premises is hereby granted by Lessor to Lessee and its subtenants, licensees and customers, and each of such party's agents, contractors and subcontractors, on a 24 hours a day, 365 days per year basis. Provided Lessee's ingress and egress is located in the Easements for ingress and egress as described in **Exhibit B** hereto, this ingress and egress shall include the nonexclusive right to and from the Premises, over and across the Property and an access way from nearby public streets and driveways and parking rights for personnel and equipment. The access easement shall be non-exclusive to Lessee. Lessor and Lessor's invitees shall have the right to use, at no cost to Lessor, the access drive leading to the Premises, provided such use by Lessor shall not restrict Lessee's access to the site and further provided that Lessor agrees to promptly repair any damage to said portion of the Easements caused by Lessor or Lessor's employees, agents, contractors or licensees, and should Lessor fail to perform any such repairs within 10 days from notice of such damages by Lessee, Lessee may, but is not obligated to, repair said damage and offset the cost of such repairs against future payments of Rent.

9. Utilities.

(a) Provided the utilities are (a) located in the Easements for utilities as described in **Exhibit B** hereto and (b) all installed underground, Lessee shall have the right to install utilities (including without limitation communications services and power) at Lessee's expense, and to improve the present utilities, if any, on the Premises. Lessee shall, wherever practical, install separate meters for utilities used on the Premises. The foregoing notwithstanding, if the local utility is unable or willing to install required utilities where indicated on **Exhibit B**, then Lessor shall reasonably cooperate with Lessee and such utility, at no out of pocket cost to Lessor, to identify an alternate location, for no additional consideration, provided however, that if the alternate utility easement unreasonably interferes with the Lessor's use of the Property, Lessor does not have to approve, in the reasonable discretion of Lessor.

(b) Lessee may utilize the Easements for ingress, egress, and access to the Premises as may be required for the construction, installation and maintenance by the appropriate utility companies for the purpose of servicing the Telecommunications Facilities. In addition to Lessee and its sublessees and licensees, Lessee may grant the right to utilize the Easements to any utility servicing the Site. If the applicable utility company requires a formal easement document, Lessor agree to execute, at no cost to Lessor or Lessee, a separate utility easement between Lessor and such utility company. Any easement granted to Lessee hereunder shall terminate upon the expiration or earlier termination of this Agreement and Lessee shall execute and record such documentation reasonably requested by Lessor evidencing such termination.

10. Default.

Any breach of a material term hereof that is not cured within 30 days from receipt of written notice from the non-breaching party shall constitute a "***Default***"; provided, however, that if efforts to cure such breach, except those of Section 6, are commenced within said 30 day period and thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months. The foregoing notwithstanding, any monetary breach not cured within 15 days from receipt of written notice thereof from the other party shall constitute a Default by the breaching party.

11. Termination.

(a) In addition to other termination rights contained in this Agreement, this Agreement may be terminated upon written notice from the non-breaching party to the breaching party upon a Default.

(b) Lessee has the right to terminate this Agreement upon written notice to Lessor if Lessee determines, in Lessee's sole discretion, that the results of any studies, reports, and/or applications for Governmental Approvals contemplated under Section 1(b) of this Agreement are unacceptable, in Lessee's sole discretion.

(c) This Agreement may be terminated by Lessee, upon 30 days prior written notice to Lessor, if (i) Lessee determines that the Premises are technologically unsuitable, in Lessee's reasonable opinion, for the operation of the Telecommunications Facilities, including but not limited to unacceptable radio signal interference and any addition, alteration or new construction on, adjacent to or in the vicinity of the Premises and/or the Property that blocks, either partially or totally, transmission or receiving paths used by any of the Telecommunications Facilities; (ii) any Governmental Approval that Lessee reasonably deems necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to or removal of the Telecommunications Facilities is not, in Lessee's sole discretion, reasonably obtainable or maintainable in the future; (iii) Lessee determines, in Lessee's commercially reasonable judgment, that the Premises cease to be economically viable as a telecommunications site; and (iv) Hazardous Substances (as defined in Section 14) are or become present on the Property in violation of Environmental Laws (as defined in Section 14).

In the event Lessee terminates this Agreement pursuant to 11(c)(iii) above, Lessee shall pay to Lessor, in addition to Rent, a termination fee equal to the then current amount of three months' Rent.

12. Condemnation.

If all or any part of the Premises, or if all or any part of the Property underlying the Telecommunications Facilities, any portion of the Easements, or any roadway to the Premises is taken by eminent domain or other action by any governmental or quasi-governmental body having the legal right to take said lands, and if said taking in the sole discretion of Lessee renders the Premises unsuitable for its intended purpose, then at Lessee's option, Lessee may terminate this Agreement as of the date the title vests in the condemning authority. Lessor and Lessee will share in the condemnation proceeds in proportion to the values of their respective interests in the Site (which for Lessee includes, where applicable, the value of the Telecommunication Facilities, moving expenses, prepaid rent and business dislocation expenses). If Lessee does not terminate this Agreement as provided in this section, this Agreement shall remain unaffected except that the Rent shall be reduced by the amount that bears the same proportion to the Rent immediately prior to the partial taking which was applicable to the Premises immediately prior to such taking and thereafter the "Premises" shall be deemed to be the remaining portion of the initial Premises.

13. Indemnification.

(a) Lessor, its heirs, grantees, successors, and assigns shall exonerate, hold harmless, indemnify, and defend Lessee from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; (ii) Lessor's breach of this Agreement; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Lessor, or Lessor's principals, employees, invitees, agents or independent contractors. Lessee, its grantees, successors, and assigns shall exonerate, hold harmless, indemnify, and defend Lessor from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) the conduct of Lessee's business, or (iii) Lessee's breach of this Agreement or (iv) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the willful misconduct or negligent acts or omissions of Lessee, or Lessee's employees, agents or independent contractors or any of Lessee's subtenants.

(b) If either party is entitled to indemnification and defense ("**Indemnified Party**") from the other party ("**Indemnifying Party**") pursuant to this Agreement, the Indemnified Party shall notify the Indemnifying Party promptly, in writing, of any claims by any person for which the Indemnified Party alleges that the Indemnifying Party is responsible

hereunder and tender the defense of such claim to the Indemnifying Party. The Indemnified Party shall fully cooperate with the defense or settlement of such claim. The Indemnifying Party shall not be liable under this Agreement for settlements by the Indemnified Party of any claim unless the Indemnifying Party has approved the settlement in advance (such approval not to be unreasonably withheld, conditioned or delayed) or unless the defense of the claim has been tendered to the Indemnifying Party, in writing, and the Indemnifying Party has failed promptly to undertake the defense.

14. Hazardous Substances.

Lessor represents and warrants to Lessee that, to the best of Lessor's knowledge, Lessor: (i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Premises, or any portion of the Property, for the purpose of, or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes ("**Hazardous Substances**") regulated under any local, state, or federal law pertaining to the environment, public health or safety or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances ("**Environmental Laws**"). Lessor indemnifies and holds Lessee harmless from any and all claims of liability under any Environmental Laws for Hazardous Materials which were handled, manufactured, treated, stored, used, transported, spilled, leaked, dumped, discharged, disposed of or otherwise introduced into the Property prior to during or after the Term of this Agreement, except for claims arising in whole or in any part out of Lessee's use or occupancy of the Premises. Lessee indemnifies the Lessor and agrees to hold the Lessor harmless from any and all claims of liability under any Environmental Laws for Hazardous Materials which were handled, manufactured, treated, stored, used, transported, spilled, leaked, dumped, discharged, disposed of or otherwise introduced into the Property by Lessee or its customers, contractors, invitees or agents. The indemnification obligations set out in this Section shall survive the termination or expiration of this Agreement.

15. Insurance.

(a) Lessee will carry during the term of the Agreement the following insurance with customary coverage and exclusions: (i) bodily injury: \$2,000,000.00 for injury to any one person and \$5,000,000.00 for all injuries sustained by more than one person in any one occurrence; and (ii) property damage: full replacement costs of Lessee's property. Lessee agrees to furnish Lessor with certificates of insurance certifying that Lessee has in force and effect the above specified insurance. Lessor shall be named as additional insured on all policies obtained or maintained by Lessee pursuant to this Section 15, except for workers' compensation policies.

(b) Lessor and Lessee mutually covenant and agree that each party, in connection with insurance policies required to be furnished in accordance with the terms and conditions of this Agreement, or in connection with insurance policies which they obtain insuring such insurable interest as Lessor or Lessee may have in its own properties, whether personal or real, shall expressly waive any right of subrogation on the part of the insurer against the Lessor or Lessee as the same may be applicable, which right to the extent not prohibited or violative of any such policy is hereby expressly waived, and Lessor and Lessee each agree to seek recovery based solely on insurance policies as set forth above, provided such policies are in effect, and each mutually waive all right of recovery against each other, their agents, or employees for any loss, damage or injury of any nature whatsoever to property or person except to the extent either party is required by this Agreement to carry insurance.

16. Taxes.

Lessor is currently exempt from paying real property tax on the Premises. Should real property taxes be levied upon the Premises due to Lessee's occupancy or improvements made to the Premises by Lessee and Lessor provide Lessee with reasonable documentation from the taxing authority substantiating same, Lessee shall pay when due all real estate taxes levied on the Site. Provided that the taxing authority permits the following, Lessee shall create a separate leasehold parcel and Property Index Number ("PIN") for the Premises. Lessee shall be responsible for all costs related to creating such leasehold parcel and PIN and the payment of taxes levied on the PIN. Lessor shall reasonably cooperate

with Lessee in applying to the assessor for creation of the leasehold parcel. Lessee shall pay any personal property taxes assessed on or attributable to the Telecommunications Facilities. If Lessee fails to pay when due any taxes affecting the Site, if applicable and in accordance with this section, Lessor shall have the right, but not the obligation, to pay such taxes and collect such taxes by any lawful means.

17. Quiet Enjoyment, Title and Authority.

(a) At all times during the Term, Lessee may peaceably and quietly hold and enjoy the Premises, free from disturbance from any person claiming by, through or under Lessor, subject only to those matters of title now of record.

(b) Lessor covenants and warrants to Lessee that: (i) Lessor has full right, power and authority to execute this Agreement; (ii) it has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to Lessee and as of record as of the date of this Agreement that will not interfere with Lessee's rights to or use of the Premises; (iii) the execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor.

(c) Lessor agrees that Lessor will not grant a lease, sublease, or other license or right to use the Property, or any other adjacent property owned by Lessor, to any other party for operation of antenna and/or telecommunications facilities.

18. Notices.

(a) All notices hereunder must be in writing and shall be deemed validly given if sent by hand delivery, a reputable national overnight courier service (such as Federal Express or United Parcel Service), or by certified mail, postage prepaid, return receipt requested, to the address shown below (or to any other address that the party to be notified may designate from time to time by written notice to the other party).

If to Lessee to: APC Towers II, LLC
3000 Aerial Center Parkway, Suite 110
Morrisville, NC 27560
Attention: David J. Pierce, Sr. VP Operations
Ref. Site ID: IL-1175

Telephone: (919) 926-9838 *(included for information purposes only and not for notices)*
Facsimile: (919) 827-4877 *(included for information purposes only and not for notices)*

If to Lessor to: Everest Academy of Lemont, Inc.
11550 Bell Road
Lemont, IL
Telephone: (630) 243-1995 *(included for information purposes only and not for notices)*

With a copy sent to:

Koshkonong Pastoral Center
30 Mansell Court, Suite 103
Roswell, GA 30076
Attn: Ivens Mendonca, Director of Operations

(b) In the event of a change in the leasehold, ownership, transfer or sale of the Property Lessor or its successor will use its best efforts to send the documents listed below in this subsection (b) to Lessee. Until Lessee receives all such documents, Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Full contact (information purposes only and not for notices) for new Lessor including phone number(s)

19. Estoppel, Non-Disturbance and Attornment.

(a) Lessor agrees, from time to time, upon not less than 10 days prior written notice from Lessee, to execute and deliver to Lessee a written estoppel certificate certifying that as of the date of the certification: (i) this Agreement is a valid enforceable agreement, presently in full force and effect; (ii) whether Lessor has any knowledge of any default or breach by Lessee under any of the terms, conditions, or covenants of this Agreement; (iii) the Term (its commencement and termination dates) and the term of any option or renewal periods granted to the Lessee to extend the Term; (iv) the amount of the then-current Rent payable under the Agreement; (v) attached to the certification is a true and correct copy of the Agreement and all amendments thereto, (vi) and such other facts as Lessee or its prospective mortgagee or purchaser may request.

(b) Lessor and/or Ground Lessor shall obtain for Lessee from the holder of any mortgage and deed of trust now or hereafter encumbering the Property a subordination and non-disturbance agreement in the form attached hereto as Exhibit E, providing that so long as Lessee is not in default under this Agreement, its rights as Lessee hereunder shall not be terminated and its access to and possession of the Premises shall not be disturbed by the mortgagee or trustee, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

20. Assignment.

Upon written notification from Lessee to Lessor, this Agreement may be assigned or transferred by Lessee to a successor to the primary business of Lessee, to a subsidiary, affiliate or partner of the Lessee, or a purchaser of all or substantially all of the assets of Lessee. Any other assignment of this Agreement by the Lessee shall require written approval of Lessor, such consent not to be unreasonably withheld, conditioned or delayed. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Telecommunications Facilities, and may assign this Lease and the Telecommunications Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "**Secured Parties**"). If requested by Lessee, Lessor shall execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by Lessee, Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee. If a termination, disaffirmance or rejection of the Lease by Lessee pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Lessor shall terminate this Lease for any reason, Lessor will give to Secured Parties prompt notice thereof and Secured Parties shall have the right to enter upon the Premises during a 30-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Telecommunications Facilities. Lessor acknowledges that Secured Parties are third-party beneficiaries of this Lease. Any assignment or sublease will not release Lessee from its obligations under this Agreement until such time as Lessee has provided Lessor with a written document wherein the assignee has agreed to assume all of the obligations of Lessee hereunder.

21. Right of First Refusal.

Lessor hereby grants Lessee a right of first refusal in connection with all requests, proposals or offers from any third party other than the Lessee to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Site which would affect Lessee's use of the Premises or under all or any portion of the Premises. In the event Lessor received an offer that it intends to accept, Lessor shall provide Lessee written notice (the "**ROFR Notice**") of its receipt of such a request, proposal or offer which Lessor desires to accept. Such ROFR Notice shall describe all material terms of

such request, proposal or offer and include a copy of such request, proposal or offer. Lessee shall have 30 days to evaluate such request, proposal or offer and notify Lessor in writing (the "***Acceptance Notice***") if it intends to exercise its right to consummate such acquisition, lease or obtaining of easement (or other right of way) pursuant to the terms and conditions set forth in such request, proposal or offer. If Lessee fails to provide Lessor with an Acceptance Notice or within such 30-day period, then Lessor may proceed with such sale, lease or grant of easement (or other right of way) to such third party as set forth in the ROFR Notice, provided that if the acquisition, lease or obtaining of easement (or other right of way) set forth in the ROFR Notice is not completed within 180 days of when Lessee notifies Lessor it does not intend to provide an Acceptance Notice (or, if no such notice is given, 180 days after the expiration of the aforementioned 30-day period), then Lessor shall not complete such transaction(s) with first providing Lessee an additional ROFR Notice pursuant to the terms of this Section 21, whereupon the provisions of this Section 21 shall again apply.

22. Further Assurances.

Each party shall take all such further actions and execute all such further documents and instruments as the parties may at any time reasonably determine to be necessary or desirable to carry out and consummate the transactions contemplated by this Agreement.

23. Liens.

Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Telecommunications Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Lessee shall keep the Premises free from all mechanic's liens arising out of or in connection with any labor or material furnished to Lessee in connection with Lessee's facilities. Lessee shall have the right to contest the validity, nature or amount of any such mechanic's lien, but, upon the final determination of such questions, shall immediately pay any adverse judgment rendered with all proper costs and charges and shall have the lien released at its own expense. If Lessee desires to contest any such mechanic's lien, then prior to commencing such contest, it will post a bond, where necessary, to release the lien. If any such lien is filed against the Premises or Property as a result of the acts or omissions of Lessee, or Lessee's employees, agents or contractors, Lessee must discharge the lien or bond the lien off, in a commercially reasonable manner, within 30 days after Lessee receives written notice from any party that the lien has been filed. If Lessee fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of Lessor, Lessor may, at Lessor's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding. Lessee must pay, within 10 days of receipt of Lessor's written demand, any amount paid by Lessor for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Lessor incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

24. Waiver of Damages.

Neither Lessor nor Lessee shall be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts of omissions of other licensees or tower users occupying the Telecommunications Facilities or vandalism or for any structural or power failures or destruction or damage to the Telecommunications Facilities except to the extent caused by the negligence or willful misconduct of such party. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL LESSOR OR LESSEE BE LIABLE TO THE OTHER FOR, AND LESSEE AND LESSOR EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

25. Miscellaneous.

(a) This Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

(b) This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Illinois, without regard to its conflicts of laws principles.

(c) For purposes of providing constructive notice hereof and if required by applicable law, Lessor and Lessee hereby agree to execute a Memorandum or Short Form of Ground Lease Agreement in recordable form (see form attached hereto as Exhibit D), and Lessee shall have the same recorded in the land records of the County and State in which the Premises is located. The cost of any such recording is to be paid for solely by the Lessee.

(d) Any sale or other conveyance by the Lessor of all or part of the Premises shall be under and subject to this Agreement and Lessee's rights hereunder.

(e) It is hereby mutually agreed and understood that this Agreement contains all agreements, promises and understandings between the Lessor and the Lessee and that no verbal or oral agreements, promises, or understandings shall or will be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, or any addition to, variation, or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.

(f) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.

(g) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(h) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

26. **Confidentiality.**

Neither party shall not disclose to any third party the Rent payable by Lessee under this Agreement and shall treat such information as confidential, except that Lessor may disclose such information to prospective buyers, prospective or existing lenders, Lessor's affiliates, attorneys, employees, board members, or as may be required by law or as may be necessary for the enforcement of Lessor's rights under this Agreement. Lessor acknowledges that the disclosure of such information to any other parties may cause Lessee irreparable harm, and in the event of such disclosure, as an additional remedy, Lessee shall have the right to terminate this Agreement upon giving 30 days written notice thereof to Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth on the first page hereof.

{Signatures follow on next page}

Lessor:
EVEREST ACADEMY OF LEMONT, INC.
an Illinois nonprofit corporation

WITNESS/ATTEST:

Elise Pratt
ELISE PRATT

By: Thomas Vendetti LC
Name: THOMAS VENDETTI LC
Title: CHAIR OF THE BOARD

Lessee:

WITNESS:

APC TOWERS II, LLC
a Delaware limited liability corporation

Imogene M. Hames

By: David J. Pierce
Name: DAVID J. PIERCE
Title: SR VP OPERATIONS

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE, JOINDER OF GROUND LESSOR
AND EXHIBITS FOLLOW]

LESSOR ACKNOWLEDGMENT

STATE OF ILLINOIS:

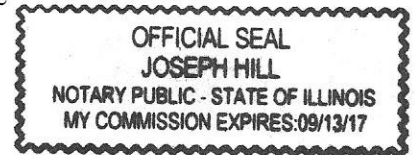
COUNTY OF COOK:

The foregoing Option and Ground Lease Agreement was signed and acknowledged before me by THOMAS VENDETTI, acting in his/her capacity of CHAIR OF THE BOARD, on behalf of Everest Academy of Lemont, Inc., LESSOR, to be the act and deed of said CORPORATION for the purposes therein stated, on this 26th day of AUGUST, 2015.



JOSEPH HILL, Notary Public

My Commission Expires: 9/13/17.



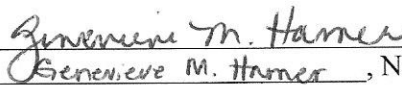
LESSEE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA:

COUNTY OF WAKE:

The foregoing Option and Ground Lease Agreement was signed and acknowledged before me by David J. Pierce, acting in his/her capacity of Sr. VP Operations, on behalf of, APC Towers II, LLC, LESSEE, to be the act and deed of said company for the purposes therein stated, on this 4th day of September, 2015.





Genevieve M. Hamer, Notary Public

My Commission Expires: NORTH CAROLINA.

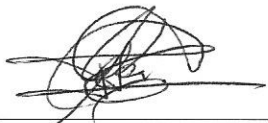
JOINDER OF GROUND LESSOR

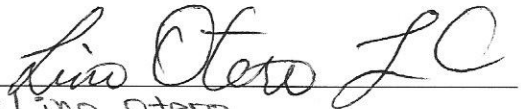
Koshkonong Pastoral Center Inc., a Wisconsin nonprofit corporation, also referred to in this Agreement as Ground Lessor, joins in the execution of this Agreement to (i) approve and consent to the entry into this Agreement by Lessor; and (ii) agree that as of the date the Prime Lease expires or is terminated or at any time thereafter, neither a default under the Prime Lease nor the expiration or termination of the Prime Lease will disturb or impair Lessee's rights granted to it under this Agreement and this Agreement shall be and remain undisturbed and unaffected by any such default under or termination or expiration of the Lease, provided that Lessee complies with the terms of this Agreement and is not then in default in the performance of any of the terms, conditions, covenants, clauses or agreements on the part of Lessee to be performed under this Agreement after the expiration of all applicable notice and cure periods. Notwithstanding any termination or expiration of the Prime Lease, the undersigned and/or any subsequent owner of the Property (either, a "**Successor**") will recognize this Agreement as a direct agreement between such Successor and Lessee immediately upon the termination or expiration of the Prime Lease or any Successor succeeding to the interest of Lessor under this Agreement, such recognition being effective and self-operative without the execution of any further instrument on the part of the parties hereto.

Ground Lessor:

WITNESS:

Koshkonong Pastoral Center Inc.
a Wisconsin nonprofit corporation

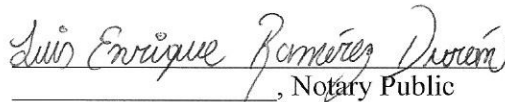

Guillermo Beltrán

By: 
Name: Lino Otero
Title: Secretary

STATE OF Georgia:

COUNTY OF Fulton:

The foregoing Joinder of Ground Lessor was signed and acknowledged before me by Lino Otero, acting in his/her capacity of Secretary, on behalf of Koshkonong Pastoral Center Inc., Ground Lessor, to be the act and deed of said Corporation for the purposes therein stated, on this 4th day of August, 2015.


_____, Notary Public

My Commission Expires: 04/19/2019.



EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

Legal description of the Property to be provided on new Exhibit A prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new Exhibit A will constitute approval.

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

PARENT PARCEL:

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE WEST 250 FEET THEREOF) OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,

LESS AND EXCEPT: THAT PART CONVEYED TO EDWARD W. ABROMAITIS AND PAULETTE M. ABROMAITIS, HIS WIFE BY INSTRUMENT RECORDED 10/12/1978 IN DOCUMENT NO. 24667421 OF THE COOK COUNTY RECORDS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23; SAID POINT BEING 216.17 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH ON SAID EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23, 180.00 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 85 DEGREES 35 MINUTES TURNED FROM THE NORTH TO THE WEST FROM THE PROLONGATION OF THE LAST LINE, A DISTANCE OF 243.26 FEET; THENCE SOUTH ON A LINE PARALLEL TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 180.00 FEET; THENCE SOUTHEASTERLY 243.26 FEET TO THE POINT OF BEGINNING.

TAX I.D. NUMBER: 22-23-401-004-0000

BEING THE SAME PROPERTY CONVEYED TO KOSHKONONG PASTORAL CENTER INC., A WISCONSIN NONPROFIT CORPORATION, GRANTEE, FROM CHLC, INC., AN ILLINOIS NONPROFIT CORPORATION, GRANTOR, BY DEED RECORDED 03/23/2004, AS DOCUMENT NO. 0408322118 OF THE COUNTY RECORDS.

EXHIBIT B

DESCRIPTION OF PREMISES

Legal description of the Premises and Easements may be provided on a new Exhibit B prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new Exhibit B will constitute approval thereof.

PROPOSED LEASE AREA DESCRIPTION #1

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 23 TOWNSHIP 37 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 03 MINUTES 52 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 738.22 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 38 SECONDS WEST, 112.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 38 MINUTES 38 SECONDS WEST, 50.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 22 SECONDS EAST, 50.00 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 38 SECONDS EAST, 50.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 22 SECONDS WEST, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2500.00 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

PROPOSED ACCESS AND UTILITY EASEMENT DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 23 TOWNSHIP 37 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 03 MINUTES 52 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 738.22 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID LEASE AREA EXTENDED SOUTH; THENCE NORTH 00 DEGREES 38 MINUTES 38 SECONDS WEST ALONG SAID LINE, 97.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 38 MINUTES 38 SECONDS WEST, 15.00 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID LEASE AREA; THENCE NORTH 89 DEGREES 21 MINUTES 22 SECONDS EAST, 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LEASE AREA; THENCE NORTH 00 DEGREES 38 MINUTES 38 SECONDS WEST, ALONG THE EAST LINE OF SAID LEASE AREA, 5.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 22 SECONDS EAST, 653.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF BELL ROAD; THENCE SOUTH 01 DEGREES 45 MINUTES 26 SECONDS EAST ALONG SAID WEST LINE, 20.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 22 SECONDS WEST, 611.45 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 21 SECONDS EAST, 9.38 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 38 SECONDS EAST, 12.74 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 22 SECONDS WEST, 20.00 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 38 SECONDS WEST, 12.74 FEET; THENCE NORTH 47 DEGREES 29 MINUTES 21 SECONDS WEST, 9.15 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 22 SECONDS WEST, 58.35 FEET TO THE POINT OF BEGINNING, CONTAINING 14,238.12 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

Notes:

1. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
2. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
3. If required by zoning approval, Lessee may amend Exhibit B to include a Landscaping Easement of no more than a 5' buffer outside of the Premises on each side.

EXHIBIT D

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

[Follows on Next Page]

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

APC Towers II, LLC
3000 Aerial Center Parkway, Suite 110
Morrisville, NC 27560
Attn: David J. Pierce

(space above for Recorder's use only)

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT, made and entered into on this _____ day of _____, 2015, by and between Everest Academy of Lemont, Inc., an Illinois nonprofit corporation ("Lessor") and APC Towers II, LLC, a Delaware limited liability company f/k/a AP Towers, LLC ("Lessee"), is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of _____, 2015, which Lease contains, among other things, the following terms:

1. Description of Premises. The Lease pertains to those certain real property (the "Property") and certain premises thereupon, which premises are hereinafter referred to as the "Premises." The said Property is described in Exhibit A and the said Premises are shown on Exhibit B, both of which Exhibits are attached hereto and incorporated herein by reference.
2. Term. The Initial Term of the Lease is five (5) years beginning on the date of the exercise of the Option (as defined in such Lease) by Lessee to lease the Premises (the "Commencement Date").
3. Renewal Terms. Lessee has the right to extend the Term of the Lease for five (5) successive terms of five (5) years each.
4. Subletting. Lessee has the right, at any time during the Term of this Lease, to sublet any portion of the Premises or permit any portion of the Premises to be occupied or used by subtenants, licensees or customers (including agents, contractors and subcontractors thereof) in connection with the provision of wireless communications services.
5. Ratification of Lease. By this Memorandum, the parties intend to record a reference to the Lease and do hereby ratify and confirm all of the terms and conditions of the Lease and declare that the Premises are subject to all of the applicable provisions of the Lease.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the date first above written.

Lessor: **Everest Academy of Lemont, Inc.**

Lessee: **APC Towers II, LLC**

By: _____

(name typed)

By: _____
David J. Pierce

Its: _____

Its: Sr. VP Operations

LESSOR ACKNOWLEDGMENT

STATE OF _____:

COUNTY OF _____:

The foregoing Option and Ground Lease Agreement was signed and acknowledged before me by _____, acting in his/her capacity of _____, on behalf of Everest Academy of Lemont, Inc., LESSOR, to be the act and deed of said _____ for the purposes therein stated, on this ____ day of _____, 2015.

_____, Notary Public

LESSEE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA:

COUNTY OF WAKE:

The foregoing Option and Ground Lease Agreement was signed and acknowledged before me by David J. Pierce, acting in his/her capacity of Sr. VP Operations, on behalf of APC Towers II, LLC, LESSEE, to be the act and deed of said company for the purposes therein stated, on this ____ day of _____, 2015.

_____, Notary Public

My Commission Expires: _____.

JOINDER OF GROUND LESSOR

Koshkonong Pastoral Center Inc., a Wisconsin nonprofit corporation (the "**Ground Lessor**") joins in the execution of this Memorandum of Option and Ground Lease Agreement to (i) confirm that it has approved and consented to the entry into the Lease by Lessor; and (ii) agree that as of the date that certain Amended and Restated Lease Agreement (the "**Prime Lease**") dated October 22, 2009, between Ground Lessor and Lessor expires or is terminated or at any time thereafter, neither a default under the Prime Lease nor the expiration or termination of the Prime Lease will disturb or impair Lessee's rights granted to it under the Lease and the Lease shall be and remain undisturbed and unaffected by any such default under or termination or expiration of the Lease, provided that Lessee complies with the terms of the Lease and is not then in default in the performance of any of the terms, conditions, covenants, clauses or agreements on the part of Lessee to be performed under the Lease after the expiration of all applicable notice and cure periods. Notwithstanding any termination or expiration of the Prime Lease, the undersigned and/or any subsequent owner of the Property (either, a "**Successor**") will recognize the Lease as a direct agreement between such Successor and Lessee immediately upon the termination or expiration of the Prime Lease or any Successor succeeding to the interest of Lessor under the Lease, such recognition being effective and self-operative without the execution of any further instrument on the part of the parties hereto.

Ground Lessor:

WITNESS:

Koshkonong Pastoral Center Inc.
a Wisconsin nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF _____:

COUNTY OF _____:

The foregoing Joinder of Ground Lessor was signed and acknowledged before me by _____, acting in his/her capacity of _____, on behalf of Koshkonong Pastoral Center Inc., Ground Lessor, to be the act and deed of said _____ for the purposes therein stated, on this ____ day of _____, 2015.

_____, Notary Public

My Commission Expires: _____.

EXHIBIT A TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF REAL PROPERTY

Legal description of the Property to be provided on new Exhibit A to Memorandum of Option and Ground Lease Agreement prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new Exhibit A to Memorandum of Option and Ground Lease Agreement will constitute approval.

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

PARENT PARCEL:

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE WEST 250 FEET THEREOF) OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,

LESS AND EXCEPT: THAT PART CONVEYED TO EDWARD W. ABROMAITIS AND PAULETTE M. ABROMAITIS, HIS WIFE BY INSTRUMENT RECORDED 10/12/1978 IN DOCUMENT NO. 24667421 OF THE COOK COUNTY RECORDS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23; SAID POINT BEING 216.17 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH ON SAID EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23, 180.00 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 85 DEGREES 35 MINUTES TURNED FROM THE NORTH TO THE WEST FROM THE PROLONGATION OF THE LAST LINE, A DISTANCE OF 243.26 FEET; THENCE SOUTH ON A LINE PARALLEL TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 180.00 FEET; THENCE SOUTHEASTERLY 243.26 FEET TO THE POINT OF BEGINNING.

TAX I.D. NUMBER: 22-23-401-004-0000

BEING THE SAME PROPERTY CONVEYED TO KOSHKONONG PASTORAL CENTER INC., A WISCONSIN NONPROFIT CORPORATION, GRANTEE, FROM CHLC, INC., AN ILLINOIS NONPROFIT CORPORATION, GRANTOR, BY DEED RECORDED 03/23/2004, AS DOCUMENT NO. 0408322118 OF THE COUNTY RECORDS.

EXHIBIT B TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

DESCRIPTION OF PREMISES

Legal description of the Premises and Easements may be provided on a new Exhibit B to Memorandum of Option and Ground Lease Agreement prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new Exhibit B to Memorandum of Option and Ground Lease Agreement will constitute approval thereof.

PROPOSED LEASE AREA DESCRIPTION #1

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 23 TOWNSHIP 37 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 03 MINUTES 52 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 738.22 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 38 SECONDS WEST, 112.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 38 MINUTES 38 SECONDS WEST, 50.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 22 SECONDS EAST, 50.00 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 38 SECONDS EAST, 50.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 22 SECONDS WEST, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2500.00 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

PROPOSED ACCESS AND UTILITY EASEMENT DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 23 TOWNSHIP 37 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 03 MINUTES 52 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 738.22 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID LEASE AREA EXTENDED SOUTH; THENCE NORTH 00 DEGREES 38 MINUTES 38 SECONDS WEST ALONG SAID LINE, 97.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 38 MINUTES 38 SECONDS WEST, 15.00 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID LEASE AREA; THENCE NORTH 89 DEGREES 21 MINUTES 22 SECONDS EAST, 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LEASE AREA; THENCE NORTH 00 DEGREES 38 MINUTES 38 SECONDS WEST, ALONG THE EAST LINE OF SAID LEASE AREA, 5.00 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 22 SECONDS EAST, 653.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF BELL ROAD; THENCE SOUTH 01 DEGREES 45 MINUTES 26 SECONDS EAST ALONG SAID WEST LINE, 20.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 22 SECONDS WEST, 611.45 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 21 SECONDS EAST, 9.38 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 38 SECONDS EAST, 12.74 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 22 SECONDS WEST, 20.00 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 38 SECONDS WEST, 12.74 FEET; THENCE NORTH 47 DEGREES 29 MINUTES 21 SECONDS WEST, 9.15 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 22 SECONDS WEST, 58.35 FEET TO THE POINT OF BEGINNING, CONTAINING 14,238.12 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

Notes:

1. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
2. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
3. If required by zoning approval, Lessee may amend Exhibit B to include a Landscaping Easement of no more than a 5' buffer outside of the Premises on each side.

EXHIBIT E
SUBORDINATION AND NON-DISTURBANCE AGREEMENT

[Follows on Next Page]

Site ID#:

State:

City/County:

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT ("Agreement"), dated as of the date below, between _____, having its principal office at _____, (hereinafter called "Mortgagee") and _____, a _____ company (the "Lessor") with a mailing address of _____, and APC Towers II, LLC, a Delaware limited liability company f/k/a AP Towers, LLC ("Lessee") having its principal office at 3000 Aerial Center Parkway, Suite 110, Morrisville, NC 27560.

W I T N E S S E T H:

WHEREAS, Lessor entered into a certain lease agreement dated _____, 201____, ("Lease") with Lessee, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Lessor has given to Mortgagee a mortgage (the "Mortgage") upon property having a street address _____, identified as Lot _____ in Block _____ in the _____ of _____, _____ County, State of _____ ("Property"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the property is in the original principal sum of _____ (\$ _____) Dollars, which Mortgage has been recorded in the appropriate public office in and for _____ County, _____ ("Mortgage"); and

WHEREAS, Lessee desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

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

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Lessee's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Lessee's right to possession of the Premises and any of Lessee's other rights under the Lease in the exercise of Mortgagee's rights so long as Lessee is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Lessor or other landlord under the Lease and/or to title to the Premises, Mortgagee and Lessee hereby agree to be bound to one another under all of the terms, covenants and

conditions of the Lease; accordingly, from and after such event, Mortgagee and Lessee will have the same remedies against

one another for the breach of an agreement contained in the Lease as Lessee and Lessor had before Mortgagee succeeded to the interest of Lessor; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Lessor);
or
- (b) bound by any rent or additional rent which Lessee might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Lessor).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Lessee agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Lessee (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Lessee on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Lessee now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Lessee which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this ____ day of _____, 20__.

LESSOR:

a _____

By: _____
Name: _____
Title: _____

LESSOR (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by
_____[name of representative], the _____[title] of
the corporation, () who is personally known OR () who has produced _____ as
identification.

Notary Public
My Commission Expires: _____

LESSEE: **APC Towers II LLC,**
A Delaware Limited Liability corporation

By: _____

Name: _____

Title: _____

Date: _____

TENANT

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, the _____ of _____, a _____ corporation, _____, on behalf of the corporation, () who is personally known to me OR () who has produced _____ as identification.

Notary Public
My Commission Expires: _____

MORTGAGEE:

_____,
a _____

By: _____
Name: _____
Title: _____

MORTGAGEE (CORPORATION)

STATE OF _____)
_____) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015,
by _____ [name of representative] the
_____ [title] of _____ [name of banking
institution], a _____ corporation on behalf of the corporation () who is personally
known OR () who produced _____ as identification.

Notary Public
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

The Premises are defined in the Survey below as the Leased Area, Access Easement and Utility Easement.

**AMENDED AND RESTATED
LEASE AGREEMENT**

Lessor and Lessee have entered into this Lease Agreement (This "Lease") as of the 22nd day of October, 2009, with the following terms and provisions which supercede and replace any or all prior lease agreements for the Property identified herein:

1. Date of Lease: May 7, 2008
2. Lessor: Koshkonong Pastoral Center, Inc. (A Wisconsin Nonprofit Corporation)
c/o Treasurer 590 Columbus Avenue Thornwood NY 10594
3. Lessee: Everest Academy of Lemont, Inc. (An Illinois Nonprofit Corporation)
4. Property: See Exhibit A

For the purposes of this Lease, the term "Property" shall be deemed to mean the real property leased to the Lessee hereunder, together with all buildings and improvements now or hereafter constructed thereon by the Lessee.

5. Lease Term:

The initial term (the "Initial Lease Term") of this Lease shall commence on May 7, 2008 and shall expire on May 6, 2043 at conclusion of that academic year unless sooner terminated pursuant to the terms hereof or extended pursuant to the terms of this paragraph. Commencing upon the expiration of the Initial Lease Term, this Lease shall be automatically extended month-to-month, providing Lessee is not in default hereunder upon the expiration of the term immediately proceeding the next proposed extension term and further provided that neither Lessor or Lessee sends a notice of termination of this Lease to the other party later than one hundred eighty (180) days before the end of the current Lease Term. During any and all renewal Lease Terms, the terms and conditions of this Lease shall apply.

6. Rent:

Lessee shall pay Lessor, at Lessor's address above specified or at such other address which Lessor may, from time to time specify, Base/Fixed Rent of Twelve Dollars (\$12.00) per year payable in monthly installments 30 days in advance. (the "Base Rent"). Base Rent payments are subject to annual review and modification or adjustment by Lessor after completion of the first year upon 30 days written notice to Lessee. In addition, Lessee shall pay Lessor as additional rent, all expenses of maintaining and repairing the Property, all property and liability insurance (insuring both Lessor's and Lessee's interest in the Property in accordance with the requirements specified below), all costs of complying with all legal orders pertaining to the Property, all costs of pursuing property tax exemption if applicable, all costs of restoring or rebuilding the Property following fire or other casualty, to the extent insurance proceeds received on account of such fire or casualty are insufficient for such purposes, all real property taxes and municipal assessments and all Property operating and management expenses, including the costs of all utilities, and other common operating expenses for Property (collectively, the "Additional Rent"). All such Additional Rent shall be paid by Lessee as appropriate and determined by Lessor without offset, deduction or abatement. Lessee shall also record all such Additional Rent payments and provide Lessor with an annual statement of

account detailing such payments made for Lessor's records. It is expressly understood and agreed that this Lease is intended to be a so-called "Triple Net Lease" with Lessee being required to pay all costs associated with the ownership, use, operation, leasing, development, construction and management of the Property and all improvements thereon.

7. Permitted Use:

Catholic education and formational programs to extent said use is in compliance with all applicable laws and as approved by Lessor only and for no other use or purpose whatsoever.

8. Lessee's Indemnity:

Lessee shall indemnify and hold Lessor, its agents, directors, officers, employees, attorneys, successors and assigns harmless from any liability, loss, damages, fines, taxes and penalties, including legal costs and attorneys' fees, incurred or asserted against Lessor arising out of or in connection with: (1) any loss of Lessor's property tax or tax exempt status due to any actions or omissions of Lessee, (2) any breach of the terms of this Lease, (3) any personal injury or property damage occurring in, on or about the Property, or caused by any action or omission of Lessee, or any of its employees, agents or invitees, (4) any violation of any law, rule or regulation by Lessee or its agent, employees or invitees including environmental, safety, health, OSHA and ADA laws, rules and regulations, and (5) any other matter of thing occurring in, on or about the Property, unless due solely to the gross negligence or willful misconduct of Lessor.

9. Compliance With Laws:

Lessee shall, at its sole cost and expense, promptly comply with all legal orders, notices, requirements, judgments and directives pertaining to the Property whether addressed to Lessor or Lessee, issued by any governmental authority having jurisdiction over the Property or Lessee's operations thereon, or issued by any board of fire underwriters.

10. Repairs and Maintenance:

Lessee shall, at its sole cost and expense, make any and all necessary repairs to the Property, including capital repairs, and shall maintain the Property in a first-class condition, ordinary wear and tear excepted.

11. Subletting and Assignment, Mortgages, Subordination, Transfer of Lessor's Interest in Lease:

Lessee may not assign or sublet the Property, in whole or in part, without the prior written consent of Lessor. Any purported assignment or subletting made without Lessor's prior written consent shall be null and void. In the event Lessor should consent to any proposed assignment of the Lessee's interest in this Lease, the original named Lessee shall remain liable for Lessee's obligations hereunder from and after the date of such assignment. Lessor's consent to any one proposed assignment or subletting shall not relieve Lessee from the necessity of obtaining Lessor's consent to any future proposed assignment or subletting. **Lessee shall not mortgage, pledge, grant a security interest in, grant an easement in, subject the Property to any restrictive covenants, or otherwise voluntarily or involuntarily encumber the Property, the improvements**

constructed or to be constructed thereon without obtaining Lessor's prior written consent in each and every such instance. Any such encumbrance, financing or mortgage sought by Lessee shall commence with a written proposal and commitment letter from a bank or financial institution detailing terms for any encumbrance or financing submitted to Lessor. Lessor requires at least thirty-five (35) days or such other mutually agreeable time period to review such a proposal and may request additional documentation from Lessee including but not limited to detailed request for easement, audited financial statements of Lessee, a corporate resolution of Lessee outlining need and purpose for financing, bank statements, or any other relevant document to granting easement or to exhibit ability to repay financing sought. Should Lessor approve in writing any financing, Lessee shall alone be listed as borrower with direct obligations to the bank or lender and Lessor only listed as Guarantor with the debt/financing secured by the Property. Lessor reserves right to condition any approval to any terms it deems advisable including but not limited to receiving Lessee's signature on guaranty of lease document and commitment by Lessee to provide audited financial statements annually to continue assessing ability of Lessee to repay mortgage. Any mortgage or other encumbrance of Lessee's interest in which Lessor shall consent to shall automatically be subordinated to this Lease. Lessor may place one or more mortgages on its fee interest in the Property and this Lease shall be subject and subordinate to any such mortgages granted by Lessor without any further act by Lessor or Lessee.

LESSOR HAS THE RIGHT TO ASSIGN OR TRANSFER ITS FEE INTEREST IN THE PROPERTY, SUBJECT TO THIS LEASE, AND THE LESSOR SHALL BE FULLY RELIEVED AND DISCHARGED FROM ANY AND ALL LIABILITY OR OBLIGATIONS UNDER THIS LEASE FROM AND AFTER THE DATE OF THE TRANSFER OR ASSIGNMENT OF LESSOR'S INTEREST IN THE PROPERTY AND THIS LEASE.

12. Utilities:

All utility services to the Property shall be the sole responsibility of Lessee.

13. Improvements:

Lessee shall not construct any improvement on the Property without obtaining Lessor's prior written consent to the final plans and specifications which are required to comply fully with Lessor's architectural requirements/standards by obtaining a written opinion from Lessor or its designated representative on the designs and specifications of the Master Plan, and the final construction contract and architect's contract for such proposed improvements. Prior to commencing construction, Lessee shall procure, or shall cause the general contractor for such work to procure at Lessee's cost, a performance bond, which shall be acceptable to Lessor and which shall guarantee the completion of all such work to the Property and Lessee shall collaterally assign its rights and interest in the plans and specifications, construction contract, architect's contract and completion bond as well as required builder's risk insurance for entire value of the project to Lessor as security for the performance of Lessee's obligations hereunder. In the event of a default by Lessee under the terms of this Lease, Lessor shall succeed to Lessee's rights in and to the plans and specifications, construction contract, architect's contract, and completion bond. In the event the Lessor shall consent to the construction of proposed improvements on the Property. Lessee shall then use its best efforts to diligently complete all such improvements in a first-class manner, at Lessee's sole cost and expense, in accordance with the plans and specifications approved by the Lessor which meet Lessor's

architectural requirements/standards on the designs and specifications of the Master Plan, and ensuring on its own full compliance with all applicable laws, rules and regulations, including, but not limited to zoning laws, rules and regulations and shall procure, at Lessee's sole cost and expense, all permits and approvals, including a final certificate of occupancy for such improvements. All buildings and improvements constructed by Lessee upon the Property shall be and remain the sole property of the Lessor and reflected as assets solely on Lessor's financial statements and UPON THE EXPIRATION OR SOONER TERMINATION OF THIS LEASE EXCLUSIVE POSSESSION OF ALL BUILDINGS AND IMPROVEMENTS LOCATED ON THE PROPERTY SHALL BE DELIVERED TO LESSOR IN FIRST-CLASS CONDITION AND REPAIR, FREE FROM ALL MORTGAGES AND LIENS, UNLESS OTHERWISE AGREED UPON IN WRITING. In consideration for Lessee constructing buildings and improvements on the Property which shall be the sole property of Lessor, during the term of this Lease, as such Term may be extended and so long as no event of default shall have occurred hereunder, Lessee shall be entitled to collect and retain all income and other charitable donations collected or received by Lessee at the Property, or in connection with the use of the Property.

14. Taxes:

All real property taxes and municipal assessments and any taxes now or hereafter imposed on the property, this Lease or the Base Rent or Additional Rent due hereunder shall be proportionately paid by the Lessee.

15. Insurance:

Lessee shall obtain and maintain, at Lessee's sole cost throughout the term hereof, accident, personal injury and "all risks" replacement cost property insurance on the Property and covering Lessee's personal property therein, and Lessee shall obtain and maintain worker's compensation insurance in the maximum statutory amount, insuring against any civil, financial or criminal responsibility or claim that could result from the use of the Property, in such amounts and issued by such insurance companies as are reasonably acceptable to Lessor. For any construction done on the Property, Lessee shall purchase and secure "builder's risk" insurance for the entire cost of the construction project. Lessor shall be named insured under all such policies. No such policies shall be cancelable except upon thirty (30) days prior written notice to Lessor. The policies shall waive any right or subrogation against Lessor and shall provide that any action or omission of Lessor shall not constitute an excuse for avoidance of coverage or payment by the insurance companies.

16. Condemnation:

- (a) Unless this Lease is terminated pursuant to this paragraph, if a portion of the Property shall be taken, requisitioned or sold, in, by, or on account of an actual or threatened eminent domain proceeding or other action by any person having the power of eminent domain (a "Condemnation"), Lessee shall, at its expense, to the extent of any award received by reason of such Condemnation and to the extent practicable, repair any damage to the Property.
- (b) Except as herein otherwise specifically provided, if a portion of the Property shall be taken by Condemnation, this Lease shall continue.

- (b) If all of the Property shall be taken by Condemnation (other than a taking for temporary use), this Lease shall terminate on the day of the vesting of title in the condemning authority, except with respect to obligations and liabilities of Lessee under this Lease, actual or contingent, which have arisen or accrued on or prior to such date of termination. Upon such termination, Lessee shall pay (i) all Base Rent due with respect to the period during which this Lease is in effect, and (ii) all Additional Rent and other sums due and payable by Lessee under this Lease to and including such date. At the time of a Condemnation (other than a taking for temporary use) of any substantial portion of the Property and/or the improvements which is sufficient in the good faith judgment of Lessee, to render the remaining portion thereof uneconomic for Lessee's continued use or occupancy, Lessee, at its election, may give written notice to Lessor of the termination of this Lease on the earlier of the date set by such proceeding for such Condemnation or thirty (30) days after delivery of such notice, and this Lease shall terminate as of the date specified in such notice. Upon such termination, Lessee shall pay (i) all Base Rent due with respect to the period during which this Lease is in effect, and (ii) all Additional Rent and other sums due and payable by Lessee under this Lease to and including such date.
- (d) All awards and payments made on account of any Condemnation of the Property shall be the sole property of Lessor, provided Lessee shall be entitled to file a separate claim for its moving and relocation expenses providing such claim does not reduce Lessor's award. For the purposes of this Lease, all amounts payable pursuant to any agreement with any condemning authority which has been made in settlement of or under threat of such Condemnation shall be deemed to constitute an award made in such proceeding. If this Lease shall not be terminated as provided in subparagraph (c) above, then in that event effective as of the date of such such Condemnation, Base Rent payable hereunder shall be reduced in the ratio that the land area taken which is included within the Property bears to the land area which was included within the Property before such Condemnation.
- (e) In the event of a Condemnation of all or any portion of the Property for temporary use, this Lease shall continue in full effect without reduction or abatement of Base Rent and Lessee shall be entitled to make claim for, recover and retain any awards or Proceeds made on account thereof, whether in the form of rents or otherwise, unless such period of temporary use shall extend beyond the Term of this Lease, in which case such awards or proceeds shall be apportioned between Lessee and Lessor in proportion to the period prior to and following, respectively, the date of expiration of the Term of this Lease.

17. Casualty:

If the improvements shall be damaged or destroyed during the Term hereof, then neither this Lease nor any of the obligations of Lessee hereunder shall be reduced or diminished. Providing Lessee is not then in default under this Lease, the entire compensation or proceeds payable in connection with any damage or destruction of the improvements shall be made available to Lessee, as necessary, for the purpose of the repair or replacement of such damage or destruction. In the event of damage to the improvements by reason of fire or other hazard or casualty, Lessee shall give prompt written notice thereof to Lessor and shall proceed with reasonable diligence to perform repair, replacement and/or rebuilding work (hereinafter referred to as the "Work") to restore such improvements, at Lessee's sole cost and expense and with the use of any available

insurance proceeds, to their condition prior to such damage, in full compliance with all applicable legal requirements. Before commencing the Work, Lessee shall comply with the following requirements:

- (a) Lessee shall furnish to Lessor complete plans and specifications for the Work which shall meet Lessor's architectural requirements by obtaining a written approval from Lessor on the designs and specifications of the Master Plan, which approval shall not be unreasonably withheld or delayed. Said plans and specifications shall bear the signed approval thereof by an architect reasonably satisfactory to Lessor, which may be the architect retained by Lessee (hereinafter referred to as the "Architect") and shall be accompanied by the Architect's signed estimate, bearing the Architect's seal, of the entire cost of completing the Work.
- (b) Lessee shall furnish to Lessor certified or photostatic copies of all permits and approvals required by law in connection with the commencement and conduct of the Work;
and
- (c) Lessee shall furnish to Lessor a surety bond for or guaranty of completion of and payment for the Work, which bond or guaranty shall be in form reasonably satisfactory to Lessor and shall be signed by a surety or sureties, or guarantor or guarantors, as the case may be, who are reasonably acceptable to Lessor, and in an amount not less than the Architect's estimate of the entire cost of completing the Work, less the amount of insurance proceeds, if any, then held by Lessee available for the restoration of the damaged improvements.

Lessee shall not commence any of the Work until Lessee shall have complied with the above requirements, and thereafter Lessee shall perform the Work diligently and in good faith in accordance with the plans and specifications referred to in subparagraph "(a)" above.

18. Venue:

All obligations shall be performable and payable in Illinois, USA.

19. Governing Law:

The laws of the State of Illinois shall govern this Lease.

20. Waiver:

Any and all covenants in this Lease may from time to time be waived by a writing signed by Lessor to such extent and in such manner as the Lessor may determine in the exercise of Lessor's sole discretion, in which event such waiver shall apply only to the particular instance and situation involved and not to any future similar situations and instances and no such waiver shall affect or impair the Lessor's right to insist upon the strict performance of the Lease in all other respects hereunder except to the extent specifically waived.

21. Default:

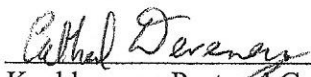
In the event of a default or breach of any Lessee's obligations or covenants hereunder, Lessor may terminate this Lease upon thirty (30) days prior written notice to Lessee at the address noted at the beginning of this Lease Agreement. UNDER NO CIRCUMSTANCES SHALL THE LEASE TERMINATE DURING THE SCHOOL/ACADEMIC YEAR (SEPTEMBER THROUGH JUNE). In the event of default during the school year, non-defaulting party shall provide written notice of termination which shall become effective immediately at conclusion of school year with all duties and responsibilities under this Lease Agreement. being effective through termination of the Lease Agreement with any outstanding Base Rent and Additional Rent payments surviving termination of this lease.

22. LESSEE SHALL REIMBURSE LESSOR FOR ANY AND ALL LEGAL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY LESSOR IN ENFORCING THE TERMS OF THIS LEASE.

Executed as of the 22nd day of October, 2009

LESSOR

ATTEST:
By: 
Enrique Ramirez


Koshkonong Pastoral Center, Inc.
Name: Cathal Deveney
Title: Director

LESSEE

ATTEST:
By: 
Guillermo Beltran

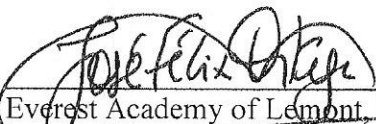

Everest Academy of Lemont, Inc.
Name: Jose Felix Ortega
Title: Secretary

EXHIBIT "A"

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE WEST 250 FEET THEREOF) OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THE FOLLOWING DESCRIBED PARCEL:
BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23; SAID POINT BEING 216.17 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE NORTH ON SAID EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23, 180.00 FEET, THENCE NORTHWESTERLY AT AN ANGLE OF 85 DEGREES 35 MINUTES TURNED FROM THE NORTH TO THE WEST FROM THE PROLONGATION OF THE LAST LINE, A DISTANCE OF 243.26 FEET; THENCE SOUTH ON A LINE PARALLEL TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 180.00 FEET; THENCE SOUTHEASTERLY 243.26 FEET TO THE POINT OF BEGINNING

FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT ("*First Amendment*") is entered into and made effective as of the latter signature date hereof (the "*Effective Date*") by and between **EVEREST ACADEMY OF LEMONT, INC.**, an Illinois nonprofit corporation ("*Lessor*"); and **APC TOWERS II, LLC**, a Delaware limited liability company ("*Lessee*").

Recitals

- A. Lessor is the ground lessee pursuant to that certain Amended and Restated Lease Agreement (the "*Prime Lease*") dated October 22, 2009 between **Koshkonong Pastorial Center, Inc.**, a Wisconsin nonprofit corporation (the "*Ground Lessor*") as ground lessor, and Lessor; and
- B. Lessee and Lessor entered into that certain Option and Ground Lease Agreement dated September 4, 2015, (the "*Agreement*"), pursuant to which Lessor leases to Lessee ground space on the Property for the construction of Lessee's equipment, buildings(s) and tower(s) for the purpose of establishing and maintaining a radio transmission tower facility for Lessee's use and that of its subtenants, licenses and customers; and
- C. Lessee and Lessor desire to amend certain terms of the Agreement to modify the Rent, assignment provision and location of the Site, all as more specifically provided below.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee and Lessor agree to the following:

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows.

1. **Section 5 Rent** in the Agreement is hereby modified by deleting the second sentence contained in Section 5(a), and inserting the following as a new Section 5(c):

(c) Notwithstanding anything to the contrary in Section 5(a) of this Agreement, in lieu of Lessee paying Lessor Rent during the first 120 months following the Commencement Date, Lessee will pay Lessor a one-time payment in the amount of \$175,000 on the date that is 60 days from the Commencement Date. The monthly Rent payable pursuant to Section 5(a) will be payable beginning in the 121st month of following the Commencement Date, in an amount equal to the Rent increased pursuant to Section 5(a) through such month, in other words, \$2,316.09 per month starting the 121st month.

2. **Modification to Site.** **Exhibit B** and **Exhibit C** to the Agreement are hereby deleted in their entirety and replaced with **Exhibit B** and **Exhibit C** attached to this First Amendment.

Lessor agrees to the relocation of the tower and access Easement within the Property to be made by Lessee, at Lessee's expense, as shown on **Exhibit C** in order for Lessee to utilize the Site for the Telecommunications Facilities. Lessor agrees that during the first 10 years of the Term of the Agreement, Lessee may utilize the access Easement described on Exhibit B and Exhibit C of this First Amendment. Subsequent to such 10 year period, Lessor may at any time during the Term require Lessee to relocate said access Easement as called out on Exhibit B on the Option and Ground Lease Agreement, entered into September 4, 2015 between Lessor and Lessee, at Lessee's expense, within a reasonable time after Lessor's request, provided that access to the Telecommunications Facilities

will not be interrupted during any such relocation. Also subsequent to the first 10 years of the Term, Lessee may relocate said access Easement, to a location mutually agreed upon by Lessor and Lessee, within a reasonable time after Lessor's request, provided that access to the Telecommunications Facilities will not be interrupted during any such relocation. As part of the mutually agreed upon access Easement route, Lessor agrees to allow Lessee to use then existing roads or driveways on the Property to minimize the length of any new or improved access Easement that Lessee must install across the Property. Lessee will pay for the installation of the portion of the access Easement road from the existing location of the Premises to the nearest road or driveway on the Lessor's premises, which directly or indirectly access the public right of way. In addition, upon Lessor and Lessee signing an amendment to this Agreement effectuating the relocation rights granted in this paragraph, Lessee will pay Lessor a one-time administrative fee of \$1,500 within 30 days of the full execution of said amendment and in which the school will use the money that has been set in escrow to put the access road in needed by the school and Lessee will then use that road for the access Easement.

3. **Entirety; Amendment.** This First Amendment, together with the Agreement, constitutes the entire agreement among the undersigned parties hereto. Lessor hereby certifies that Lessee is not in default or breach of any of its obligations under any existing lease or other written or oral agreements between Lessor (including any predecessor in interest to Lessor) and Lessee (including any predecessor in interest to Lessee) entered into for this site, and that as of the date hereof Lessor has no claims against Lessee under any such agreements. Any modification to this First Amendment or the Agreement must be in writing and signed and delivered by authorized representatives of the affected parties in order to be effective.
4. **Binding Effect.** Except as modified by this First Amendment, the Agreement, and all the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed. The covenants, agreements, terms, provisions and conditions contained in this First Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of any conflict between the terms contained in this First Amendment and the Agreement, the terms herein contained shall supersede and control the obligations and liabilities of the parties.
5. **Capitalized Terms.** Capitalized terms not defined herein shall have the meanings ascribed thereto in the Agreement.

IN WITNESS WHEREOF, the parties have each executed this First Amendment as of the dates written below.

{Signatures and acknowledgments follow on next pages}

Lessor:

WITNESS/ATTEST:

EVEREST ACADEMY OF LEMONT, INC., an Illinois nonprofit corporation

Andrew Kalish

By: Lino Otero LC
Name: Lino Otero LC
Title: CFO

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

LESSOR ACKNOWLEDGMENT

STATE OF ILLINOIS:

COUNTY OF COOK:

The foregoing First Amendment to Option and Ground Lease Agreement was signed and acknowledged before me by Lino Otero, acting in his/her capacity of CFO, on behalf of **Everest Academy of Lemont, Inc.**, LESSOR, to be the act and deed of said _____ for the purposes therein stated, on this 9th day of May, 2016.

Eric Orsburn
Eric Orsburn Notary Public

My Commission Expires: May 1st 2020



Lessee:

WITNESS:

APC TOWERS II, LLC, a Delaware limited liability corporation

[Signature]

By: *[Signature]*

Name: David J. Pierce

Title: Sr. VP Operations

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

LESSEE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA:

COUNTY OF WAKE:

The foregoing First Amendment to Option and Ground Lease Agreement was signed before me by David J. Pierce, acting in his/her capacity of Sr. Vice President Operations, on behalf of **APC Towers II, LLC**, LESSEE, to be the act and deed of said company for the purposes therein stated, on this 10th day of May, 2016.



[Signature]

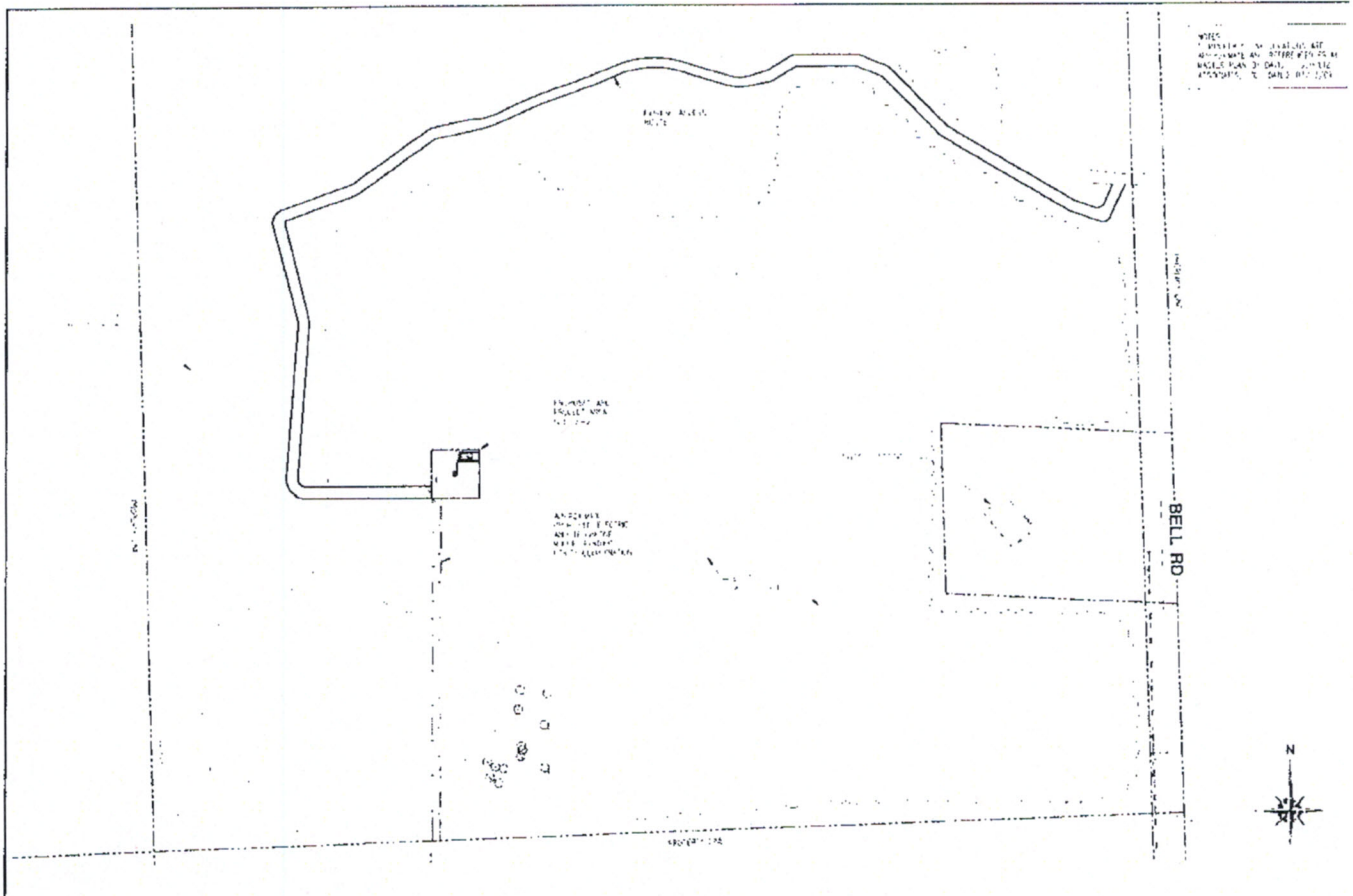
F Renee Hedstrom, Notary Public

My Commission Expires: 12/13/2020

EXHIBIT B

DESCRIPTION OF PREMISES

Legal description of the Premises and Easements may be provided on a new Exhibit B to Memorandum of Option and Ground Lease Agreement prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new Exhibit B to Memorandum of Option and Ground Lease Agreement will constitute approval thereof.



Notes:

1. This Exhibit will be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

SITE PLAN

The diagram illustrates a proposed construction project for a waterfront area. Key features include:

- EXISTING ACCESS DRIVE**: Located on the left side of the plan.
- PROPOSED 4'-0" H-FRAME WITH NEW B&B AND TOWERS FOR 1 PHASE & CARGO WATER CENTER**: A central structure with a circular base labeled "PROPOSED 18'-0" DIAMETER DESIGNED BY DYWIDAG".
- PROPOSED 12'-0" TYPICAL YARD JAIL**: A rectangular area adjacent to the central structure.
- PROPOSED BRACKENBERG INSTALLED BY LITTON COMPANY**: A small square structure at the bottom center.
- PROPOSED 6'-0" X 12'-0" PLATFORM**: A rectangular platform at the top right.
- PROPOSED 10'-0" X 20'-0" T-WHARF LEASE AREA**: A large rectangular area on the right side.
- PROPOSED 20'-0" T-WHARF LEASE AREA**: A smaller rectangular area below the previous one.
- PROPOSED DOCKING COMPUND**: A curved structure on the right side.
- PROPOSED 50'-0" X 50'-0" AND TOWER LEASE AREA**: A square area at the bottom right.
- PROPOSED 45'-0" X 45'-0" 6'-0" HIGH CHAIN LINK FENCE COMPOUND AREA**: A square area at the bottom right, adjacent to the previous one.
- PROPOSED 45'-0" RAMPED CONDUIT**: A long horizontal structure at the top.
- PROPOSED 10'-0" X 20'-0" T-WHARF LEASE AREA**: A rectangular area on the right side.
- PROPOSED 18'-0" DIAMETER DESIGNED BY DYWIDAG**: A circular structure near the center.
- PROPOSED 12'-0" TYPICAL YARD JAIL**: A rectangular area adjacent to the central structure.
- PROPOSED 4'-0" H-FRAME WITH NEW B&B AND TOWERS FOR 1 PHASE & CARGO WATER CENTER**: A central structure with a circular base.
- PROPOSED BRACKENBERG INSTALLED BY LITTON COMPANY**: A small square structure at the bottom center.
- PROPOSED 6'-0" X 12'-0" PLATFORM**: A rectangular platform at the top right.
- PROPOSED 10'-0" X 20'-0" T-WHARF LEASE AREA**: A large rectangular area on the right side.
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