

## SITE LEASE

THIS LEASE, DATED AS OF AUGUST 28, 2015 WITNESSETH:

### ARTICLE I Premises and Term

2920 South 19<sup>th</sup> Avenue, LLC, as authorized agent and owner, hereinafter called, "Landlord," hereby leases to PAYEL CORPORATION, an Illinois Corporation, hereinafter called "Tenant," a portion of the real property located at the property 2920 S. 19<sup>th</sup> Avenue, Broadview, Illinois 60155, Towers and surrounding land area under said Towers needed for ingress and egress, equipment placement and utility placement located by 19<sup>th</sup> Avenue on Parcel 1 and Parcel 4, as more particularly described in the attached Exhibit A and B hereinafter referred to as Premises for a period of ninety nine years commencing August 28, 2015, and ending August 31, 2114.

IN CONSIDERATION THEREOF, THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

### ARTICLE II Rent

Tenant shall pay to Landlord as base rent, in legal tender, at the office of Landlord, or elsewhere as designated from time to time by written notice thereof to Tenant, monthly installments of base rent as set forth in the Rent Schedule below, payable in advance on the first day of every calendar month of the term; provided, however, that the first monthly installment be paid upon the execution of this Lease,

#### RENT SCHEDULE

PERIOD	ANNUAL RENT
August 28, 2015 to August 31, 2114	\$100.00

Tenant shall pay Base Rent in equal consecutive annual installments on or before the first day of September each year during the term hereof, provided, however, that Tenant, upon the execution of this Lease, shall pay the first annual installment of Rent in the amount of \$100.00.

It is expressly agreed that all rent and additional payments which are not made within fifteen days of the 1<sup>st</sup> of September shall be subject to a late charge of Seventy-Five Dollars \$75.00 per month until paid (provided that such late fee shall be waived if such rent is paid within the 15-day cure period.

### ARTICLE III Security Deposit:

There is no security deposit required with this Lease.

### ARTICLE IV Landlord's Services

Landlord shall provide and furnish unobstructed access to the Premises.

### ARTICLE V Use of Premises

Tenant shall use the premises solely for the following described purpose; Tower and Communication Services and Equipment. Landlord hereby agrees not to lease space on the Property belonging to Landlord to another Tower and/or Communication Company during the term of this lease.

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Tenant agrees to comply with all applicable laws, rules and regulations including licensing requirement of every governmental body or agency whose authority extends to the Premises or the business of Tenant and further agrees not to permit the use of the Premises for any purpose which is against the law or public policy.

**ARTICLE VI**  
**Taxes and Common Area Maintenance**

Landlord is responsible for and shall pay all taxes levied or assessed against the Premises or any other tax imposed in lieu thereof, before they become delinquent. Taxes shall be defined as all real and personal property taxes and assessments which are levied, assessed or imposed upon the Premises, or which become a lien upon the Premises and the realty of which it is a part during any calendar year during the term of this lease, and accounting, consulting or legal fees incurred by Landlord in contesting or protesting the Taxes.

Landlord is responsible for and shall pay all common area and maintenance except for the leased area.

**ARTICLE VII**  
**Condition of Premises**

The Premises is improved with a tower and communications equipment. Tenant has viewed the premises and finds them satisfactory.

**ARTICLE VIII**  
**Tenant Improvements and Alterations**

Tenant may make any changes or alterations to the Premises without Landlord's prior written consent.

**ARTICLE IX**  
**Insurance, Waiver of Subrogation and Indemnity**

Tenants shall carry and maintain the following insurance ("Tenant's Insurance"), at its sole cost and expense: (1) Commercial General Liability Insurance applicable to the Premises and appurtenance providing, on an occurrence basis, a minimum combines single limit of \$1,000,000.00; (2) All Risk Property/Business Interruption Insurance, written at replacement cost value and with a replacement cost endorsement covering all of Tenants trade fixtures, equipment, furniture and other personal property within the Premises (Tenant's property"); (3) Workers' Compensation Insurance, if any, as required by the State in which the Premises is location in amounts as may be required by applicable statute.

Notwithstanding anything in this lease to the contrary, Landlord and tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claim action or causes of action against the other and their respective members, managers, principals, beneficiaries, partners, officers, directors, agents and employees, for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenants, as the case may be, with respect to Tenant's property, the Center in which the Premises are located, the Premises, and additions or Improvements to the Center or Premises, or any contents thereof including all rights of recovery, claims, actions or causes of action arising out of the negligence of Landlord or any Landlord's related parties or the negligence of Tenant or any tenant related parties, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

Absent, willful misconduct or gross negligence on the part of the Landlord, Tenant will indemnify Landlord, its owners, principals, agents and employees and save them harmless from and against any and all claims, actions, damages, costs, liability and expense in connection with (a) any penalty or charge imposed for violation of any laws or ordinance; (b) loss of life personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by Tenant of the Premises

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or any part thereof, or occasioned wholly or in part by an act or omission of tenant, its agent, contractors, employees, servants, subtenants or concessionaires; and (c) failure by tenant to perform any of its obligations hereunder. Tenant's indemnification hereunder shall extend to all costs, expenses and attorney's fees that may be incurred or paid in enforcing the covenants and agreements in this Lease.

**ARTICLE X  
Eminent Domain**

If the whole of the Premises shall be taken or condemned (or sold in lieu thereof) by any public authority for any public or quasi-public use or purpose, the term of this Lease shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. Current rent shall be apportioned as of the date of such termination. Tenant shall be entitled to all compensation resulting in the diminishment or termination of the Leasehold interest under the Lease.

**ARTICLE XI  
Assignment and Subletting**

Tenant may without in any instance obtaining the prior written consent of Landlord (1) assign this Lease or any interest under it; (2) sublet the Premises or part thereof; or (3) permit the use or occupancy of the Premises or part thereof by anyone other than Tenant. Landlord hereby consents to any assignment, subletting, or transfer, conveyance or sale of the tower and communications equipment. Landlord's consent to any such assignment, subletting, transfer, conveyance or sale of the tower and communications equipment, or the acceptance of rental from any successor occupant (whether consent shall have been obtained or not), shall release the original Tenant from any covenant or obligation of this Lease. Tenant shall be entitled to all income or proceeds from any assignment or sublease.

**ARTICLE XII  
Default and Landlord Remedies**

Tenant further agrees that the occurrence of any one or more of the following event shall be considered events of default hereunder:

- (a) Tenant shall vacate or abandon the Premises during the term hereof; or
- (b) Tenant shall fail to make the payment of rent required hereunder when due, and such delinquency shall continue for sixty (60) days after Tenant receives written notice from landlord that such sum is past due (which notice may be in the form of an Illinois statutory 5-day notice); or
- (c) Tenant shall breach any of the other covenants and agreements herein contained to be kept, observed and performed by tenant, and such default shall continue for ninety (90) days after notice thereof in writing to Tenant.

In the event of a default, Landlord shall use such efforts to mitigate its damages as may be required by applicable law.

The successful party in any litigation shall be entitled to its reasonably attorney's fees from the non-prevailing party.

**ARTICLE XIII  
Subordination, Mortgage protection and Estoppel**  
Tenant agrees that this Lease and Tenant's interest herein is and shall be automatically subordinate to the lien of any mortgage or trust deed (a "mortgage") which may presently, or in the future, encumber the Premises without the requirement of the execution of any further documents, PROVIDED THAT Tenant's peaceful possession of the premises shall not be disturbed so long as tenant is not in default in the performance of the terms, covenants, conditions and agreements set forth in this Lease and FURTHER PROVIDED

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THAT in the event of the foreclosure of the lien of any such mortgage or trust deed, Tenant shall attorn to any such mortgagee or its successors and assigns or any purchaser at such foreclosure sale.

Tenant agrees to give the holder of any Mortgage, by registered or certified mail, a copy of any notice of default serviced upon the Landlord by Tenant, provided that prior to such notice tenant has received notice of the address of such mortgagee and containing a request thereof, Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then said mortgagee shall have an additional thirty (30) days after receipt of notice thereof within which to cure such default or, if such default cannot be cured within that time then such additional time as may be necessary if, within such thirty (30) days, any mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure). Such period of time shall be extended by any period within which such mortgagee is prevented from commencing or pursuing such foreclosure proceedings by reason of Landlord's bankruptcy. Until the time allowed as aforesaid for said mortgagee to cure such defaults has expired without cure, tenant shall have no right to, and shall not, terminate this Lease on account of default. This Lease may not be modified or amended so as to reduce the Rent or shorten the Term, or so as to adversely affect in any other respect to any material extent the rights of the Landlord or Tenant, nor shall this Lease be cancelled or surrendered, without the prior written consent, in each instance, of the mortgagee.

Within ten (10) days following any written request which Landlord may make from time to time Tenant shall execute and deliver to Landlord and mortgagee or prospective mortgagee and/or prospective purchaser of the Premises a sworn statement certifying: (a) the date of commencement of this Lease; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications to this Lease, that this lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rent and other sums payable under this Lease have been paid; (d) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant's statement; and (e) such other matters as may be requested by Landlord or its mortgagee. Landlord and Tenant intend that any statement delivered pursuant to this Article may be relied upon by any mortgagee, beneficiary or purchaser and tenant shall be liable for all loss, cost or expense resulting from the failure of any sale or funding or any loan caused by any material misstatement contained in such estoppel certificate. Tenant irrevocably agrees that if tenant fails to execute the deliver such certificate within such ten (10) day period Landlord and Landlord's beneficiary or agent may execute and deliver such certificate on Tenant's behalf and that such certificate shall be fully binding on Tenant.

#### ARTICLE XIV Waiver of Claims

Absent willful misconduct or gross negligence of Landlord, Tenant waives and releases all claims against Landlord, its owners, principals, agents and employees, and agrees that Landlord shall have no liability for, injury to person or damage to property sustained by Tenant or any other person occurring in or from any existing or future condition, defect, matter or thing in any part of the Center, or from the equipment or any appurtenance thereof becoming out of repair, or from accident or from any occurrence or act, or from the negligence or omission of Tenant or of any other person (excepting there from any damage resulting from the gross negligence of Landlord, its employees or servants). This Article shall be applicable but not limited to damage caused as aforesaid, or by flooding of basements or other sub-surface areas, or by refrigerators, sprinkling devices, air-conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewer backup, gas odors or noise, or the bursting or leaking of pipes or plumbing fixtures. If any damage to the Premises or the Center of Part thereof, results from a negligent act or omission of Tenant, its agents, employees or invitees, Landlord may, at Landlord's option repair such damage and tenant shall, upon demand of Landlord, reimburse Landlord forthwith for all costs of making such repairs in excess of the amounts, if any, paid to Landlord under insurance covering such damages. All property

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in the Center or on the Premises belonging to Tenant, its agents, employees or invitees or to any occupant of the Premises shall be there at the risk of Tenant or such other person only, and Landlord shall not be liable damage thereto or theft, misappropriation or loss thereof. Tenant agrees to hold Landlord harmless and indemnified against claims and liability for injuries to all persons and for the damage to, or the theft, misappropriation, or loss of all property occurring in or about the Premises, due to act or omission of Tenant, its agents or employees.

**ARTICLE XV**  
**Covenant of Quiet Enjoyment**

Landlord covenants and agrees that at all times when Tenant is not in default under the terms of this Lease, Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by Landlord.

**ARTICLE XVI**  
**Transfer of Landlord's Interest**

Landlord hereby reserves the right to sell, assign or transfer this Lease upon the condition that in such event this Lease shall remain in full force and effect, subject to the performance by Tenant of all the terms, covenants, and conditions on its part to be performed. Upon such a sale, assignment or transfer, other than merely as security, Tenant agrees to look solely to the responsibility of the assignee or transferee with respect to all matters in connection with this Lease and Landlord shall be released from any further obligations hereunder. If any security deposit has been made by Tenant under Article III hereof, Landlord may transfer the security to deposit to such assignee or transferee and thereupon Landlord shall be discharged from any further liability in reference thereto.

**ARTICLE XVII**  
**Surrender of Premises**

Upon the termination of this Lease, Tenant shall surrender the Premises in the same condition as the Premises were in upon delivery of possession to Tenant, reasonable wear and tear, and damage by unavoidable casualty, excepted. Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. In the event Tenant has not removed its Tenant improvements at the time of termination of this Lease, said improvements shall be deemed abandoned and Landlord shall be entitled to retain such of the improvements as it so elects.

Any holding over after the expiration of the terms hereof shall at the option of Landlord be construed to be a tenancy from month to month at one hundred fifty percent (150%) the rents herein specified (pro-rated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

**ARTICLE XVIII**  
**Notice of Demands**

All notices to or demands upon a party hereto, desired or required to be given any of the provisions hereof, shall be in writing and sent by overnight courier (i.e., Federal Express) or United States registered or certified mail, to the respective parties at the following addresses:

**LANDLORD:**  
2920 South 19<sup>th</sup> Avenue, LLC  
2920 S. 19<sup>th</sup> Avenue  
Broadview, IL 60155

**TENANT:**  
Payel Corporation  
1725 Galloway Circle  
Barrington, IL 60010-5718

Or at such other address as either party hereto may have furnished by written notice thereof to the other party hereto. The effective date of such notice shall be one (1)

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business day if sent by overnight courier or three (3) days after delivery of the same to the United States Post Office for mailing. Any notice that is personally delivered to an Officer of Landlord or Tenant shall be deemed delivered upon tender.

**ARTICLE XIX**  
**Miscellaneous**

A. The parties hereto acknowledge that this Lease contains all of the agreements between the Landlord and Tenant, and that no promises or agreements have been made which are not contained herein. Except as provided herein, no subsequent alteration or amendment of this Lease shall be effective unless agreed to in writing by the parties hereto.

B. The captions and Article number set forth in this Lease are for convenience only, and in no way define or limit the scope or intent of such Articles of this Lease.

C. All of the terms, provisions, stipulations, covenants and conditions hereof shall be binding upon and the benefits inure to the parties hereto and the respective heirs, devisees, personal representatives, successors and assigns, of the parties hereto.

D. The terms "Landlord" and "Tenant" shall include all parties so designated herein, their respective heirs, devisees, personal representatives, successors and assigns. Whenever used herein, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

E. This Lease, and all instruments or documents relating to same and all reference herein shall be construed under Illinois Law. The venue of any action or suit brought in connection herewith shall be in the County wherein the Premises are situated.

F. If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof of other persons or circumstances.

G. A Memorandum of this Site Lease shall be recorded with the Cook County Recorder of Deeds.

H. Landlord and Tenant understand and agree that the Towers, equipment, attached to the Towers, and equipment on the ground of the Premises are trade fixtures and are not Landlord's property. Tenant is responsible for all maintenance costs associated with the Towers and associated equipment. For informational purposes, each year in September, Tenant shall provide Landlord with a list of subtenants on premises.

I. Both Landlord and Tenant agree to cooperate to provide information or execute any documents necessary to provide disclosures or to further effectuate the Lease terms in the event Landlord sells the real estate which this Lease is a part of, or Tenant assigns or subleases any portion of the leased premises.

J. This Lease shall be binding on all successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day first above written.


LANDLORD:

2920 SOUTH 14TH AVENUE, LLC

By:   
Michael Oalka

TENANT:

PAYEL CORPORATION

By:   
Phillip J. Luchini, President

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**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**Parcel 1: The North 340 Feet of Block 6 in Mares' White and Company's West 22nd Street and 17th Avenue Subdivision of the South East 1/4 of the Southwest 1/4 of Section 22, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.**

**Parcel 2: That part of Block 5 lying Northeastly and easterly of Addison Creek in Mares' White and Company's West 22nd Street and 17th Avenue Subdivision of the South East 1/4 of the Southwest 1/4 of Section 22, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.**

**Parcel 3: The West 1/2 of vacated 20th Avenue East and adjacent to Parcel 2 all in Cook County, Illinois.**

**Parcel 4: Lot 16 in Block 7 in Mares' White and Company's West 22nd Street and 17th Avenue Subdivision of the South East 1/4 of the Southwest 1/4 of Section 22, Township 39 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois**

**Permanent Index Number:**

**Property ID: 15-22-311-002-0000**

**Property ID: 15-22-312-002-0000**

**Property ID: 15-22-313-003-0000**

**Property Address:**

**2920 S. 19th Avenue  
Broadview, IL 60155**

**EXHIBIT B**  
**LEASED PREMISES**

That portion of the Property on which any Communication Towers and Facilities exist on the date of the Site Lease together with the portion of the Property under the said Communication Towers and the portion of the Property and described as follows:

**Tower on Parcel 1:**

Beginning at a point on the southerly wall of the building on the Property that is closest to the Tower, said point being where the bottom of the staircase meets said southerly wall; thence southerly, perpendicular to said wall 30.00 feet; thence easterly, parallel with said wall, 60.00 feet; thence northerly, perpendicular to said wall, 30.00 feet thence westerly, along said southerly side of said wall, 60.00 feet to the point of beginning; along with ingress egress and air rights thereto.

Landlord herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the locations thereof.

**Tower on Parcel 4:**

That certain area on Parcel 4 of Exhibit A approximately 30 feet by 40 feet surrounding the Tower existing on said Parcel 4 along with ingress, egress and air rights thereto.

Landlord herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the locations thereof.



STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Michael Osika, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and notary seal, this 28<sup>th</sup> day of August, 2015.



*[Signature]*  
\_\_\_\_\_  
Notary Public

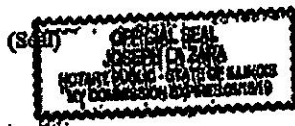
My commission expires 5/19/2017

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT, Phillip J. Luciani, President of Payel Corporation, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notary seal, this 28 day of AUGUST, 2015.

*[Signature]*  
\_\_\_\_\_  
Notary Public



My commission expires 08-15-2019

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