

COPY

THE FOURTH AMENDMENT TO SITE LEASE AGREEMENT

This Fourth Amendment to Site Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Peoria**, an Illinois municipal corporation ("**Landlord**") and **GTP Acquisition Partners II, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease Agreement dated November 24, 1999 (the "**Original Lease**"), as amended by that certain First Amendment to Site Lease Agreement dated December 10, 2008 (the "**First Amendment**"), as further amended by that certain Second Amendment to Site Lease Agreement dated June 22, 2015 (the "**Second Amendment**"), and further amended by that certain Third Amendment to Lease Agreement dated June 17, 2016 (the "**Third Amendment**"), (the Original Lease, the First Amendment, the Second Amendment, and the Third Amendment, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Four Thousand Five Hundred and No/100 Dollars (\$4,500.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before October 13, 2020; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on December 1, 1999 and, without giving effect to the terms of this Amendment but assuming exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on November 30, 2036. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of three (3) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced

to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty (60) day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing with the second rental payment due following the Effective Date, the rent payable from Tenant to Landlord is hereby reduced to **One Thousand Four Hundred and No/100 Dollars (\$1,400.00)** per month (the "**Rent**"). Commencing on December 1, 2020 and on each successive annual anniversary thereof, Rent due under the Lease, as amended hereby, shall increase by an amount equal to **three percent (3%)** of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined in Section 3(b) of the Original Lease and Section 2 of the Second Amendment) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to CITY OF PEORIA IL. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby consents to, and agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease or any appeals related to the value of the Leased Premises, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, or any appeals related to the value of the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications or appeals shall be limited strictly to the use or value of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as amended hereby, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Notices.** The Parties acknowledge and agree that Section 23 of the Original Lease, Section 3 of the Second Amendment, and Section 7 of the Third Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 419 Fulton Street, Peoria, IL 61602; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Termination and Removal.** The Parties acknowledge and agree that Section 14 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the termination and removal requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. Within 120 days of the expiration or termination of the Lease, Tenant shall remove all of its communications equipment and other personal property from the Leased Premises, including the removal of any foundation to six (6) inches below grade, but not including underground utilities, if any, and restore the Leased Premises to its original condition, reasonable wear and tear excepted.
10. **Deletions.** The Parties acknowledge and agree that Section 26(e) of the Original Lease is hereby deleted in its entirety and is of no further force and effect.
11. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

City of Peoria,
an Illinois municipal corporation

DocuSigned by:
Signature: Patrick Unick
Print Name: Patrick Unick
Title: City Manager
Date: 9/23/2020

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

GTP Acquisition Partners II, LLC,
a Delaware limited liability company

DocuSigned by:
Signature: Carol Maxime
Print Name: Carol Maxime
Title: Senior Counsel - US Tower
Date: 10/19/2020

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

PARCEL 1:

The West half (W 1/2) of Lot Three (3) in Block Five (5) in BROTHERSON'S Addition to the City of Peoria.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Frank Gabriel, surviving joint tenant of Cora Gabriel, deceased by Warranty Deed dated September 29, 1965 and recorded September 29, 1965 in Instrument No. 65-15342.

PARCEL 2:

Lot Four (4) in Block Five (5) in BROTHERSON'S ADDITION to the City of Peoria.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Vallie L. Moore and Mary Jane Moore, husband and wife by Warranty Deed dated September 29, 1965 and recorded September 29, 1965 in Instrument No. 65-15343.

PARCEL 3:

Part of Lots One (1) and Two (2) in Block Five (5) in BROTHERSON'S ADDITION to the City of Peoria, more particularly bounded and described as follows: Beginning at a point on the Easterly line of said Lot One (1), which point is Ninety (90) feet South of the Northeast corner of said Lot One (1); thence at right angles West across said Lots One (1) and Two (2), One Hundred (100) feet to the Westerly line of said Lot Two (2); thence at right angles South along the said Westerly line of said Lot Two (2), Thirty-five (35) feet; thence at right angles East across said Lots Two (2) and One (1); One Hundred (100) feet to the Easterly line of said Lot One (1); thence at right angles North along said Easterly line of said Lot One (1), Thirty-five (5) feet to the place of beginning.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Albert Warren and Esther E. Warren, husband and wife by Warranty Deed dated September 30, 1965 and recorded October 01, 1965 in Instrument No. 65-15511.

PARCEL 4:

A part of Lot Two (2) in Block Five (5) in BROTHERSON'S ADDITION to the City of Peoria; more particularly bounded and described as follows, to-wit: Commencing at an iron pipe at the North West corner of Lot Two (2); thence South Ninety (90) feet along the West line of said Lot Two (2); thence East Thirty-one (31) feet to an iron pipe; thence North Ninety (90) feet to the South line of Hulburt Street; thence West Thirty-one (31) feet to the place of beginning.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Frederick C. Saur and Margaret M. Saur, husband and wife, and Pete H. Salazar and Nicolasa Salazar, husband and

EXHIBIT A (Continued):

wife by Warranty Deed dated September 30, 1965 and recorded October 01, 1965 in Instrument No. 65-15512.

PARCEL 5:

A strip one (1) foot wide fronting on Smith Street and extending North of even Width One Hundred (100) foot off of the East side of Lot Seven (7) and all of Lots Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), except a strip of land Fifteen (15) feet wide fronting on the alloy and extending South of even width Fifty (50) feet in the Northwest corner of said Lot Right (8) all in Block Five (5), in BROTHERSON'S ADDITION to the City of Peoria.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Sidney D. Davidson, as Trustee under the provisions of a trust agreement dated September 15, 1961, known as Trust Number 4 by Trustee's Warranty Deed dated October 08, 1965 and recorded October 12, 1965 in Instrument No. 65-16105.

PARCE 6:

A part of Lot One (1) and Two (2) in Block Five (5) in Brotherson's Addition to the City of Peoria, more particularly bounded and described as follows: Commencing at a point on the South line of Hurlburt Street thirty-six and five tenths (36.5) feet West of the Northeast corner of said Lot One (1) thence South parallel with the West line of McReynolds Street Ninety (90) feet; thence West parallel with the South line of Hurlburt Street thirty-two and five tenths (32.5) feet; thence North parallel with the West line of McReynolds Street Ninety (90) feet to the South line of Hurlburt Street; thence East along the South line of Hurlburt Street thirty-two and five tenths (32.5) feet to the place of beginning.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Nelson Bragg and Leola Bragg, husband and wife by Warranty Deed dated November 08, 1965 and recorded November 12, 1965 in Instrument No. 65-17929.

PARCEL 7:

A part of Lots 1 and 2 in Block 5 in Brotherson's Addition to a part of the SE 1/4 of Section 8, T. 8N., R. 8 E. of the 4th P.M.; situate, lying and being in Peoria, Illinois, more particularly bounded and described as follows:

Beginning at the SE'ly corner of said Lot 1; thence W. along the S. line of said Lots 1 and 2, 100 feet to the SW corner of said Lot 2; thence at right angles No. along the W. line of said Lot 2, 25 feet; thence at right angles E., 100 feet to the E. line of said Lot 1; thence at right angles S. along the E. line of said Lot 1, 25 feet to the place of beginning.

AND BEING the same property conveyed to City of Peoria, a municipal corporation from Nellie M. Webster, a widow by Warranty Deed dated November 26, 1965 and recorded December 01, 1965 in Instrument No. 65-18986.

PARCEL 8:

The East Half of Lot Three (3) in Block Five (5) in BROTHERSON'S ADDITION to the City of Peoria.

AND BEING the same property conveyed to City of Peoria from Stanford S. Mitchell and Clarice H. Mitchell, husband and wife by Warranty Deed dated January 07, 1966 and recorded January 21, 1966 in Instrument No. 66-01104.

EXHIBIT A (Continued):

PARCEL 9:

A part of Lot One (1) in Block five (5), in BROTHERSON'S ADDITION TO THE CITY OF PEORIA, more particularly bounded and described as follows:

Commencing at an iron pipe at the Northeast corner of said Lot One (1), thence South ninety (90) feet along the East line of said Lot One (1), thence West Thirty-six and five-tenths (36.5) feet; thence North, parallel with the West line of McReynolds Street, ninety (90) feet to the South line of Hurlburt Street; thence East thirty-six and five-tenths (36.5) feet along the South line of Hurlburt Street, to the place of beginning.

AND BEING the same property conveyed to The City of Peoria, a municipal corporation from Garrie G. Allen and Vera F. Allen, husband and wife by Warranty Deed dated January 31, 1966 and recorded January 31, 1966 in Instrument No. 66-01533.

Tax Parcel Nos. 18-08-428-037, 18-08-428-039

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF BLOCK 8 BROTHERSON'S ADDITION EXTENDED, ACCORDING TO THE PLAT RECORDED IN BOOK G, PAGE 36;

THENCE NORTH 89°34'34" WEST 248.18 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE HURLBURT STREET AND NORTH LINES OF LOTS 1 THRU 4 BLOCK 5 IN SAID BROTHERSON'S ADDITION EXTENDED;

THENCE SOUTH 01°30'20" WEST 147.38 FEET;

THENCE SOUTH 88°29'40" EAST 7.66 FEET;

THENCE SOUTH 01°30'20" WEST 8.00 FEET;

THENCE NORTH 88°29'40" WEST 7.66 FEET;

THENCE SOUTH 01°30'20" WEST 33.62 FEET;

THENCE SOUTH 43°29'40" EST 60.10 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAS A RADIUS OF 42.50 FEET;

THENCE SOUTH 88°29'39" EAST 55.14 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE SOUTH 88°29'39" EAST 50.00 FEET;

THENCE SOUTH 01°30'21" WEST 50.00 FEET;

THENCE NORTH 88°29'39" WEST 50.00 FEET;

THENCE NORTH 01°30'21" EAST 50.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 2,500 SQUARE FEET, MORE OR LESS.

EXHIBIT A (Continued):

Together with:

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 8, BROTHERRSON'S ADDITION EXTENDED, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK G, PAGE 36, PEORIA COUNTY RECORDS;

THENCE NORTH $89^{\circ}34'34''$ WEST ALONG THE SOUTHERLY RIGHT OF WAY OF HURLBURT STREET (66 FEET WIDE, PUBLIC) AND THE NORTH LINE OF LOTS 1, 2, 3, AND 4 OF SAID PLAT A DISTANCE OF 248.18 FEET;

THENCE SOUTH $01^{\circ}30'20''$ WEST A DISTANCE OF 147.38 FEET;

THENCE SOUTH $88^{\circ}29'40''$ EAST A DISTANCE OF 7.66 FEET;

THENCE SOUTH $01^{\circ}30'20''$ WEST A DISTANCE OF 8.00 FEET;

THENCE NORTH $88^{\circ}29'40''$ WEST A DISTANCE OF 7.66 FEET;

THENCE SOUTH $01^{\circ}30'20''$ WEST A DISTANCE OF 33.62 FEET;

THENCE SOUTH $43^{\circ}29'40''$ EAST 60.10 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAS A RADIUS OF 42.50 FEET;

THENCE SOUTH $88^{\circ}29'39''$ EAST A DISTANCE OF 55.14 FEET TO THE NORTHWEST CORNER OF THE ABOVE DESCRIBED LEASE AREA.

THENCE CONTINUING SOUTH $88^{\circ}29'39''$ EAST ALONG THE NORTH LINE OF SAID LEASE A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LEASE AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH $88^{\circ}29'39''$ EAST A DISTANCE OF 12.00 FEET

THENCE SOUTH $01^{\circ}30'21''$ WEST 50.00 FEET;

THENCE NORTH $88^{\circ}29'39''$ WEST 12.00 FEET TO THE SOUTHEAST CORNER OF SAID LEASE;

THENCE NORTH $01^{\circ}30'21''$ EAST ALONG THE EAST LINE OF SAID LEASE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. SAID LEASE CONTAINS 600 SQUARE FEET.

EXHIBIT A (Continued):

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

Access/ Utility Easement No. 1

A ACCESS & UTILITY EASEMENT IN PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF BLOCK 8 BROTHERSON'S ADDITION EXTENDED, ACCORDING TO THE PLAT RECORDED IN BOOK G, PAGE 36;

THENCE NORTH 89°34'34" WEST 248.18 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE HURLBURT STREET AND NORTH LINES OF LOTS 1 THRU 4 BLOCK 5 IN SAID BROTHERSON'S ADDITION EXTENDED TO THE POINT OF BEGINNING;

THENCE SOUTH 01°30'20" WEST 147.38 FEET;

THENCE SOUTH 88°29'40" EAST 7.66 FEET;

THENCE SOUTH 01°30'20" WEST 8.00 FEET;

THENCE NORTH 88°29'40" WEST 7.66 FEET;

THENCE SOUTH 01°30'20" WEST 33.62 FEET;

THENCE SOUTH 43°29'40" EST 60.10 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAS A RADIUS OF 42.50 FEET;

THENCE SOUTH 88°29'39" EAST 55.14 FEET;

THENCE SOUTH 01°03'21" WEST 15.00 FEET;

THENCE NORTH 88°29'39" WEST 55.14 FEET;

THENCE NORTH 62°27'00" WEST 50.49 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAS A RADIUS OF 57.50 FEET;

THENCE NORTH 01°30'20" EAST 224.27 FEET TO THE SAID SOUTH RIGHT-OF-WAY LINE OF HURLBURT STREET;

THENCE SOUTH 89°34'34" EAST 2.81 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 2315.43 SQUARE FEET, MORE OR LESS.

EXHIBIT A (Continued):

Access/ Utility Easement No. 2

A ACCESS & UTILITY EASEMENT IN PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF BLOCK 8 BROTHERSON'S ADDITION EXTENDED, ACCORDING TO THE PLAT RECORDED IN BOOK G, PAGE 36;

THENCE NORTH 89°34'34" WEST 250.99 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE HURLBURT STREET AND NORTH LINES OF LOTS 1 THRU 4 BLOCK 5 IN SAID BROTHERSON'S ADDITION EXTENDED TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING THENCE SOUTH 01°30'20" WEST 224.27 FEET;

THENCE NORTH 17°27'01" WEST 37.36 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAS A RADIUS OF 57.50 FEET;

THENCE NORTH 01°30'20" EAST 188.71 FEET TO THE SAID SOUTH RIGHT-OF-WAY LINE OF HURLBURT STREET;

THENCE SOUTH 89°34'34" EAST 12.19 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 2583.76 SQUARE FEET, MORE OR LESS.

UTILITIES

A 8-FOOT WIDE UTILITY EASEMENT IN PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE 4TH P.M., PEORIA COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF BLOCK 8 BROTHERSON'S ADDITION EXTENDED, ACCORDING TO THE PLAT RECORDED IN BOOK G, PAGE 36;

THENCE NORTH 89°34'34" WEST 33.01 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE HURLBURT STREET TO THE CENTERLINE OF VACATED MCREYNOLDS STREET;

THENCE SOUTH 01°30'20" WEST 167.55 FEET ALONG THE SAID CENTERLINE OF VACATED MCREYNOLDS STREET;

THENCE NORTH 88°29'40" WEST 16.50 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE SOUTH 01°30'20" WEST 72.00 FEET;

THENCE NORTH 88°29'39" WEST 51.00 FEET, AND SAID CENTERLINE THERE TERMINATING.

THIS PARCEL CONTAINS 983.99 SQUARE FEET, MORE OR LESS.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE