

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "**Lease**") is effective the date of the last signature on this Lease (the "**Effective Date**") by and between Pinnacle Multi-Acquisitions I, LLC, a Delaware limited liability company ("**Landlord**") and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**").

Landlord and Tenant agree to the following:

1. **Property Description.** Landlord is the owner of the real property located at 7456 S. South Shore Dr., Chicago, IL 60649, as further described on **Exhibit A** (the "**Property**"). The Property includes the premises which is comprised of approximately 200 square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on **Exhibit B** (the "**Premises**"). Tenant reserves the right to update the description of the Premises on **Exhibit B** to reflect any modifications or changes.
2. **Option.** Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Lease (the "**Option**"). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the "**Option Period**"). The Option Period will be automatically extended for successive three (3) additional one (1) year period(s), unless Tenant provides written notice to the Landlord of its election to exercise or not renew its Option. For each Option Period, Tenant shall pay Landlord One Thousand and no/100 dollars (\$1,000.00).
3. **Landlord Cooperation.** During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"), and to the fullest extent necessary, Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.
4. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "**Antenna Facilities**"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, upgrading, removal or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.
5. **Lease Term.**
 - a) The Initial Term of the Lease shall be Five Years (5) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending on the day immediately preceding the fifth

(5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for Five (5) successive renewal terms of Five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "**Extended Period**"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

6. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of One Thousand Seven Hundred and Twenty-Five Dollars (\$1,725.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent for each successive Renewal Term shall be an amount equal to One Hundred and Ten Percent (110%) of the Rent for the immediately preceding Term. The Rent for each Extended Period shall be an amount equal to one hundred one percent (101%) of the Rent for the immediately preceding Term.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.

7. Interference. Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference.

8. Utility Services.

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment, including a generator, optical fiber facilities, and alternative energy related equipment, to service its Antenna Facilities, or cell-on-wheels on the Property (collectively, the "**Utility Facilities**").

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant may install separate meters for Tenant's utility usage. If Tenant does not install a separate meter, Tenant shall pay Landlord Two Hundred dollars (\$200.00) per month for its utility usage.

9. Access and Easements.

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "**Easements**"). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.

10. Termination. Tenant may terminate this Lease without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Lease for any or no reason.

11. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. Default and Right to Cure. A party shall be deemed in default under this Lease if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("**Default**"). This Lease, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period; and (c) Landlord lacks any other adequate legal or equitable right or remedy.

13. Taxes. Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide prompt and timely notice of any tax or assessment for which

Tenant is liable. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

14. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.

15. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/CH92157A

If to Landlord, to:

Pinnacle Multi-Acquisitions I, LLC
5645 W Lake St.
Chicago, IL 60644

Per the W-9 Form Rent is to be paid to:

Pinnacle Multi-Acquisitions I, LLC

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease and to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which will interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

17. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. Assignment.

a) Tenant shall have the right to assign, sublease or otherwise transfer this Lease, upon written notice to Landlord. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance

Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.

19. Relocation. Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work.

20. Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. Miscellaneous.

a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as Exhibit C; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "**Mortgage**"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

LANDLORD: Pinnacle Multi-Acquisitions I, LLC

By: [Signature]
Printed Name: Christina Perkin
Title: Manager
Date: 8-30-17

TENANT: T-Mobile Central LLC

By: [Signature]
Printed Name: Faisal Afridi
Title: Senior Director
Engineering & Operations
Date: 9/12/17

Shira Matech 2017.08.29
16:31:34 -05'00'

T-Mobile Legal Approval

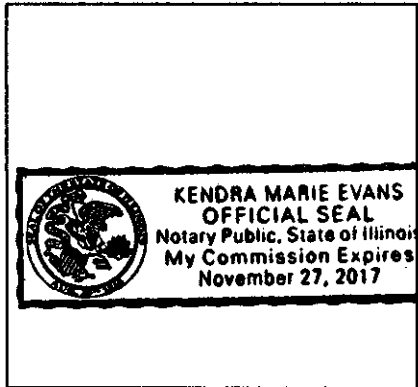
[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF Illinois)
) ss.
COUNTY OF Cook)

This instrument was acknowledged before me on August 30th 2017 by G. Esteban Perkins [title] Manager of Pinnacle Multi Acquisitions I LLC a Limited Liability Company [type of entity], on behalf of said Pinnacle Multi Acquisitions I LLC [name of entity].

Dated: August 30th 2017



Kendra Marie Evans
Notary Public
Print Name Kendra Marie Evans
My commission expires November 27th 2017

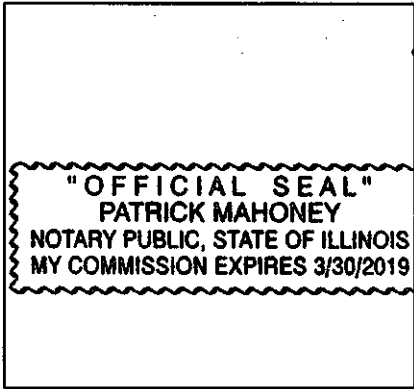
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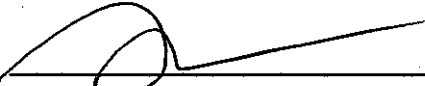
[Notary block for Tenant]

STATE OF Illinois)
) ss.
COUNTY OF Cook)

I certify that I know or have satisfactory evidence that Faisal Afridi is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of Engineering & Operations of T-Mobile Central LLC, a Delaware Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/12/17




Notary Public
Print Name Patrick Mahoney
My commission expires 3/30/2019

(Use this space for notary stamp/seal)

**Memorandum of Lease - Exhibit A
Legal Description**

The Property is legally described as follows:

**Property address of 7456 S South Shore Dr., Chicago, IL 60649
Assessor's tax parcel number of 21-30-122-031-0000**

The Property is legally described as follows:

ALL THAT PARCEL OF LAND IN COOK COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 1708213010, ID# 21-30-122-031-0000, BEING KNOWN AND DESIGNATED AS FOLLOWS:

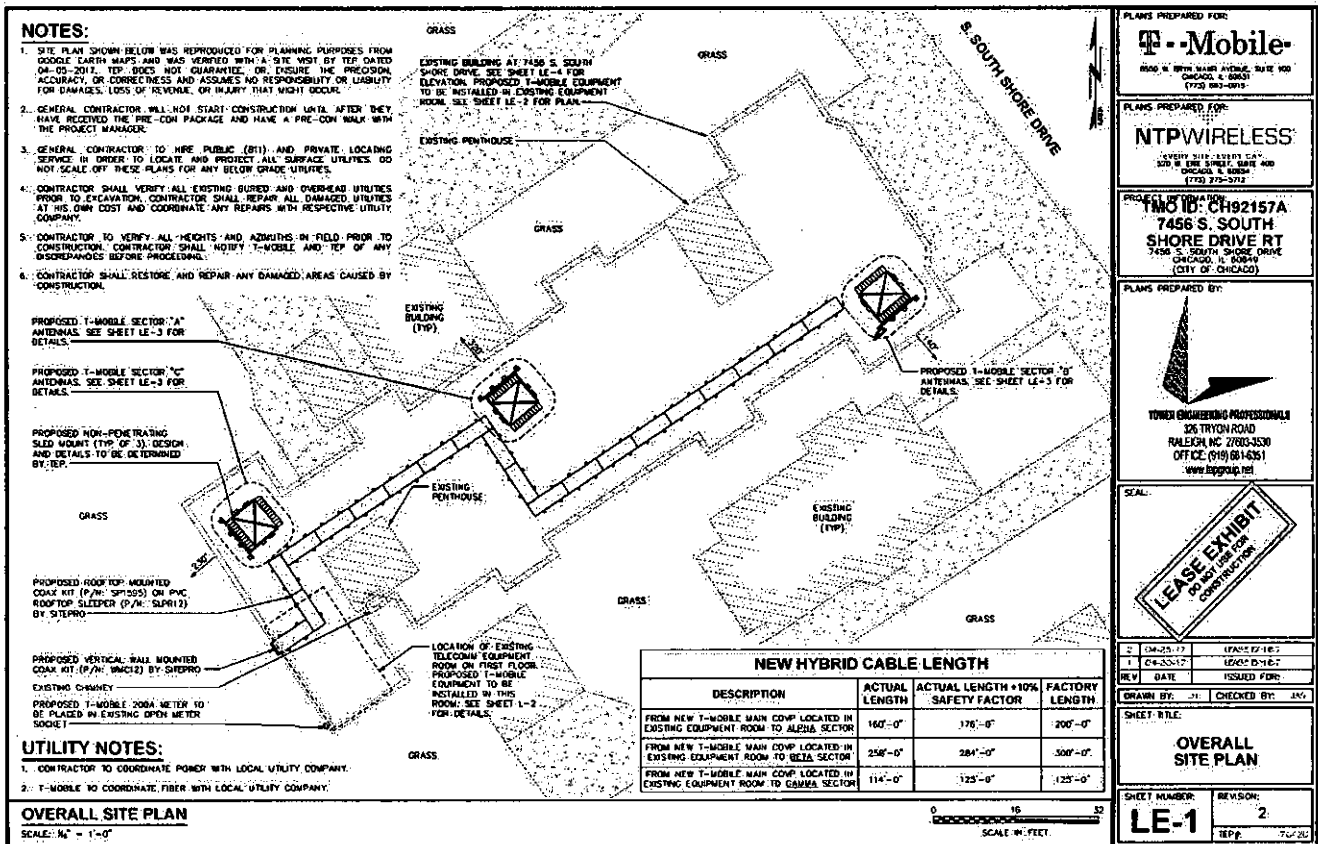
THE SOUTHERLY HALF IN WIDTH FROM FRONT TO REAR OF LOT 74 IN DIVISION 3 IN SOUTH SHORE SUBDIVISION OF THE NORTH FRACTIONAL HALF OF FRACTIONAL SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A RESUBDIVISION OF LOTS 1, 2, 4, 64, 66, 126, 127 AND 128 IN DIVISION 1 OF WESTFALL'S SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 30 AFORESAID, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the Property.

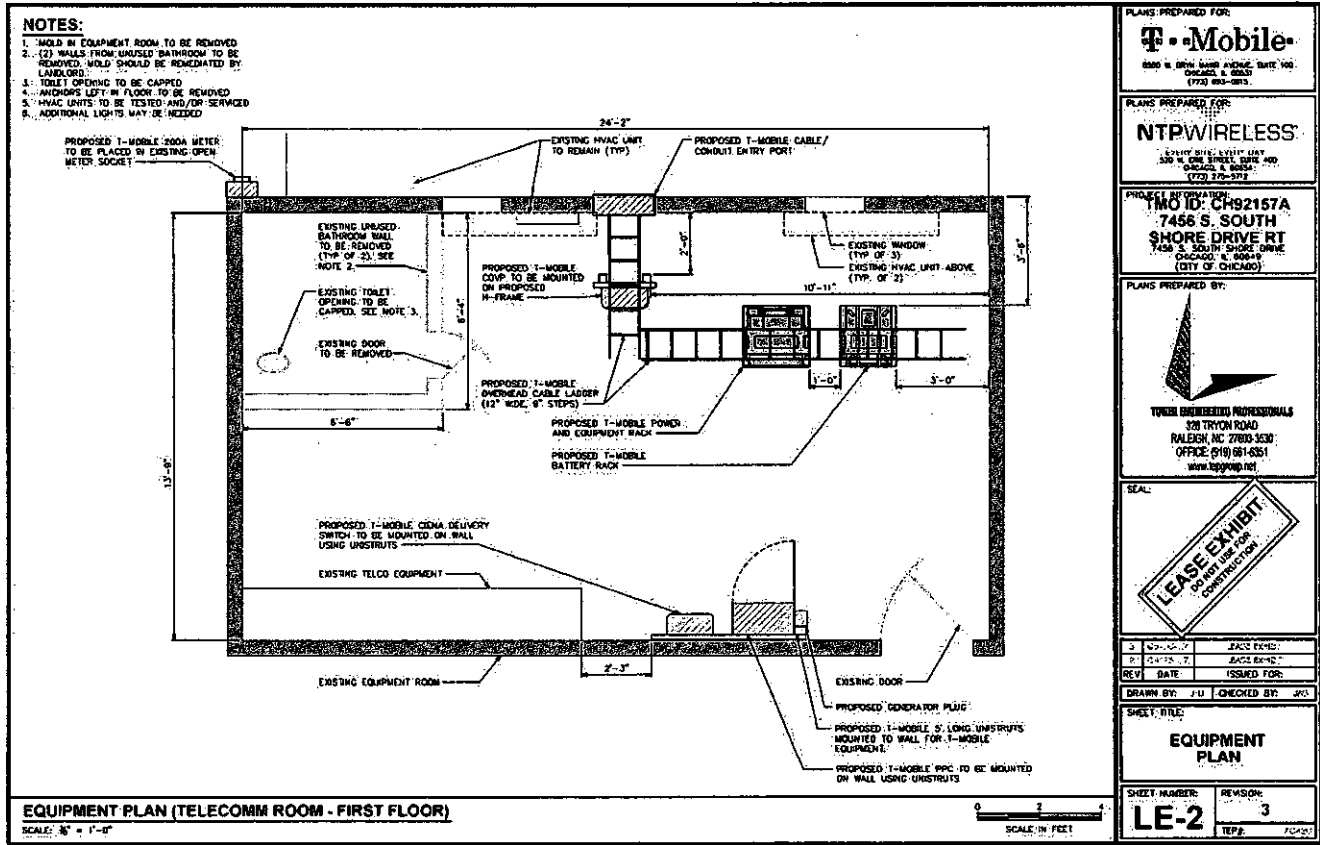
Notwithstanding anything to the contrary, the specific number and type of equipment described in the Exhibit is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, refurbish, relocate or upgrade any such equipment within the Premises.



Site Number: CH92157A
Site Name: 7456 S South Shore Dr
Market: IL/WI

Site Lease - version 5.8.17

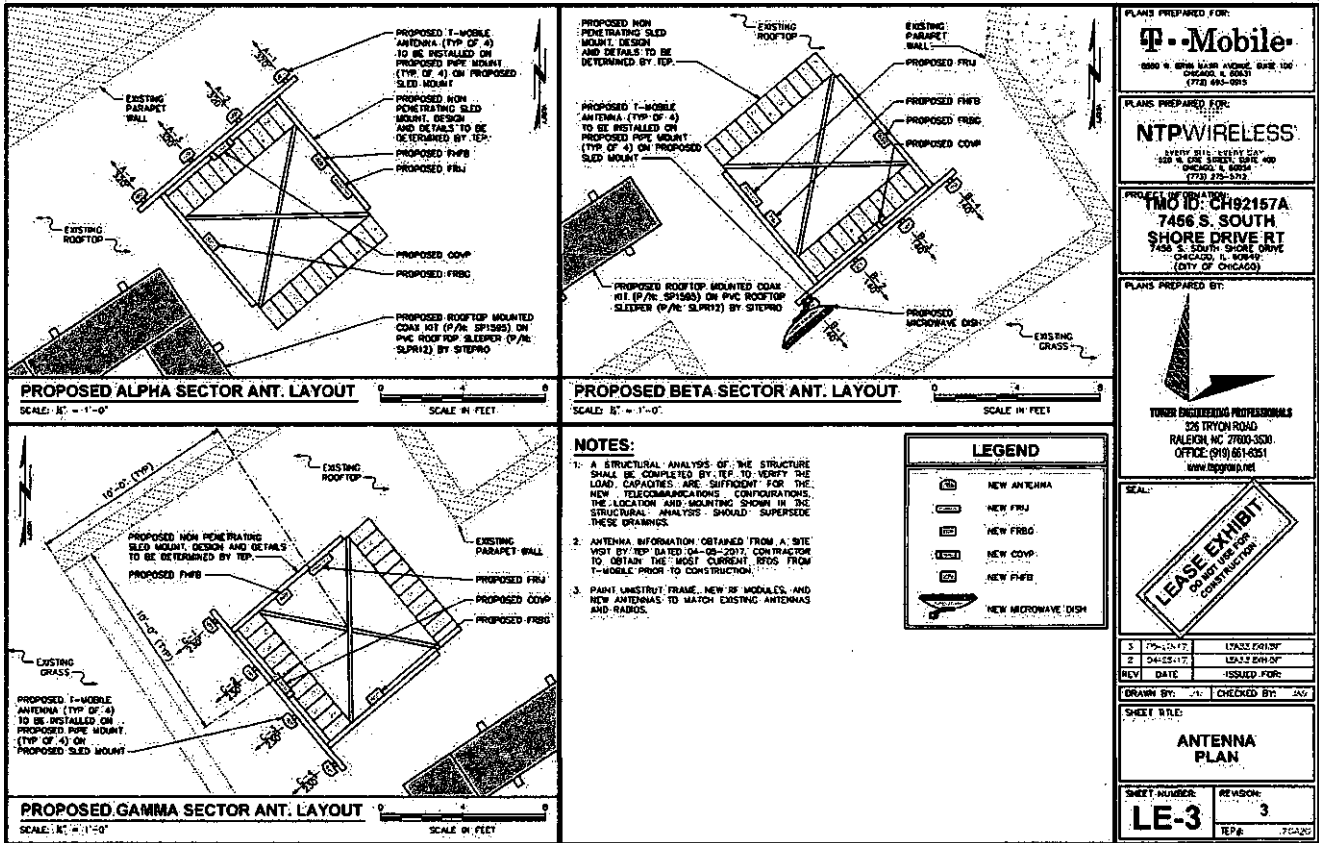
EXHIBIT B



Site Number: **CH92157A**
 Site Name: **7456 S South Shore Dr**
 Market: **IL/WI**

Site Lease - version 5.8.17

EXHIBIT B



PLANS PREPARED FOR:
T-Mobile
6800 N. BRIMM AVE. SUITE 100
CHICAGO, IL 60631
(773) 993-0915

PLANS PREPARED FOR:
NTP WIRELESS
EVERETT HILL, SUITE 100
1201 N. LAMAR AVENUE, SUITE 400
CHICAGO, IL 60642
(773) 232-2712

PROJECT NO: **CH92157A**
7456 S. SOUTH SHORE DRIVE RT
7456 S. SOUTH SHORE DRIVE
CHICAGO, IL 60649
(CITY OF CHICAGO)

PLANS PREPARED BY:

TUNER ENGINEERING PROFESSIONALS
226 TRYON ROAD
RALEIGH, NC 27603-3520
OFFICE: (919) 861-6261
www.teppro.com

SEAL:
LEASE EXHIBIT
DO NOT USE FOR CONSTRUCTION

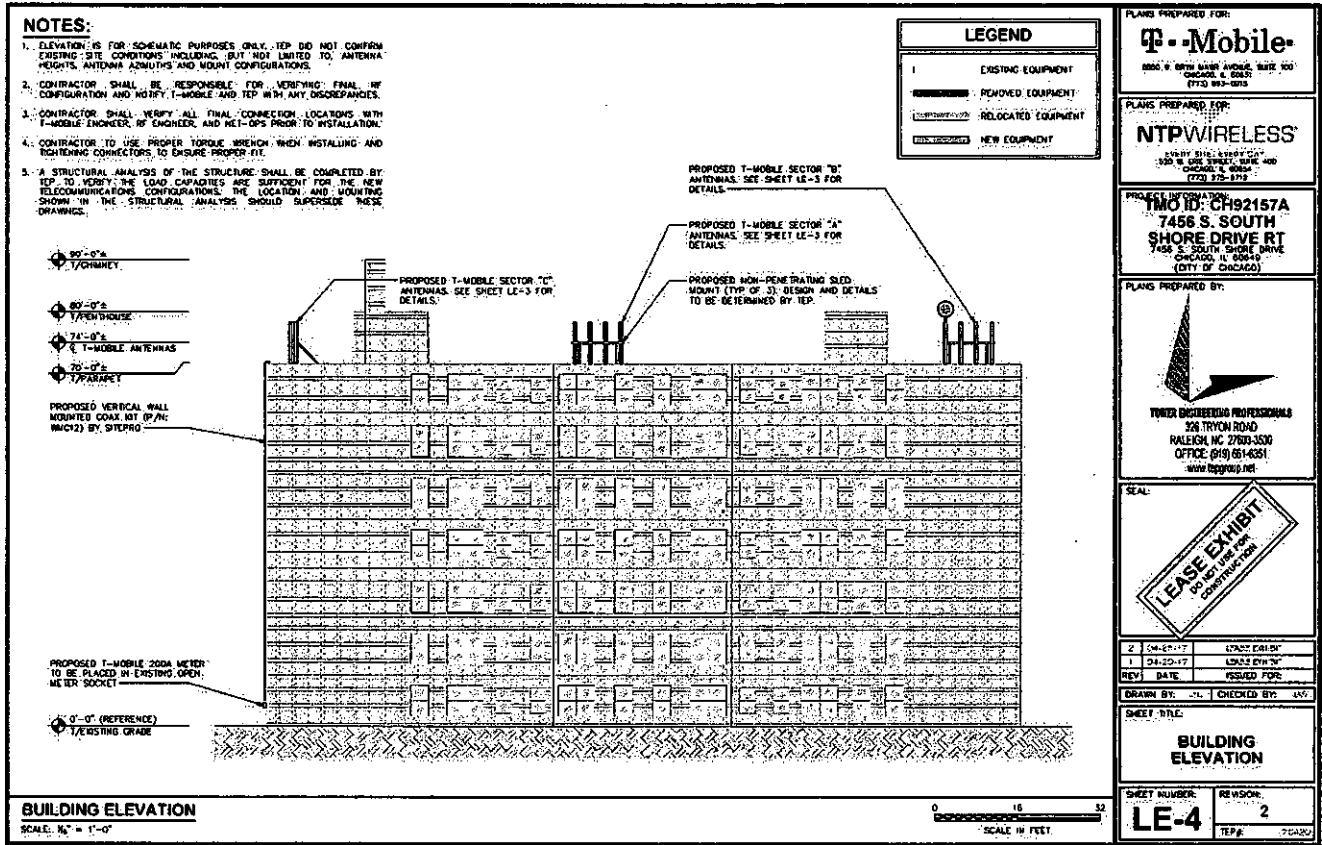
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2	DATE: 04-17	ISSUED FOR: L1432 ERIQ
REV	DATE	ISSUED FOR
DRAWN BY: JAV	CHECKED BY: JAV	

SHEET TITLE:
ANTENNA PLAN

SHEET NUMBER: LE-3	REVISION: 3
TEP#	70420

Site Number: CH92157A
Site Name: 7456 S South Shore Dr
Market: IL/WI

EXHIBIT B



Site Number: CH92157A
 Site Name: 7456 S South Shore Dr
 Market: IL/WI

EXHIBIT C

Memorandum of Lease

After Recording, Mail To:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/CH92157A

APN: 21-30-122-031-0000
Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between Pinnacle Multi-Acquisitions I, LLC, a Delaware limited liability company ("Landlord") and T-Mobile Central LLC **Error! Reference source not found.**, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an initial term of one (1) year commencing on the effective date of the Lease, and will be extended for up to three (3) additional and successive one (1) year periods unless Tenant provides written notice to exercise or not renew its Option.
3. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be for Five (5) years and will commence on the date that Tenant exercises its Option.
4. Tenant shall have the right to extend the Lease for Five (5) additional and successive Five (5)-year terms which may be extended for up to nine (9) additional and successive one-year periods.
5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Pinnacle Multi-Acquisitions I, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile Central LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

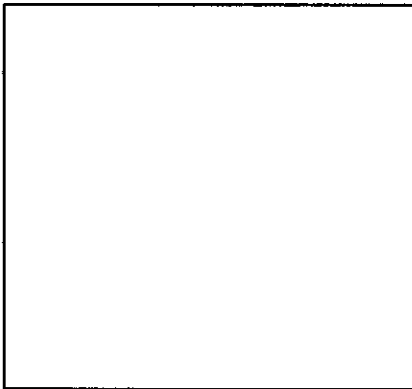
[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by
_____ [title] _____ of
_____ a _____ [type of entity], on behalf of said
_____ [name of entity].

Dated: _____



Notary Public
Print Name _____
My commission expires _____

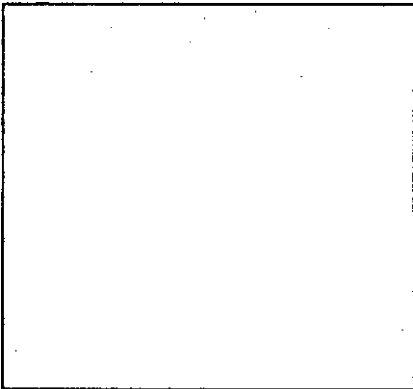
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[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Faisal Afridi is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of Engineering & Operations of T-Mobile Central LLC, a Delaware Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

CERTIFICATE OF LIMITED LIABILITY COMPANY INCUMBENCY AND AUTHORITY

IN RE: Pinnacle Multi-Acquisitions I, LLC
Name of Limited Liability Company

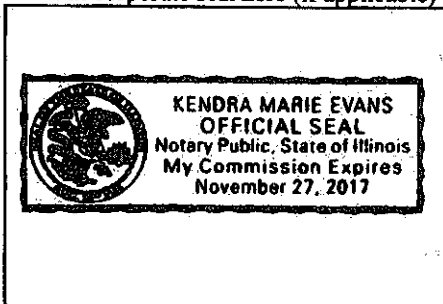
I, the undersigned member of the Limited Liability Company hereby certify that I have reviewed the books and records of the Limited Liability Company, and that the individuals named below are the officers of the Limited Liability Company holding the title indicated:

<u>Pinnacle Multi Acquisitions Holdings, LLC</u>	Member
<u>Michael Butler</u>	Manager
<u>G. Estevein Perkins</u>	Authorized Signatory
_____	Member
_____	Other

and that Michael Butler, Manager, and/or G. Estevein Perkins, in his/her/their capacity as officer(s) of the Limited Liability Company (as set forth above), each individually/or any two of them has/have the authority to sign, seal, deliver, negotiate and accept purchase and sale agreements, contracts, leases, easements, agreements, certificates, and other instruments or documents (including, without limitation, rights of entry, purchase contracts, options to buy or lease, lease agreements, sublease agreements, settlement statements, deeds and/or other closing documents) by and on behalf of the limited liability company in accordance with the Bylaws of the Limited Liability Company and under the authority of the Members of the Limited Liability Company in connection with the sale/lease to Pinnacle Multi Acquisitions, LLC of Limited Liability Company's property located in the County of Cook, State of Illinois, and commonly known as 7456 Southshore Drive Chicago, IL 60619.

WITNESS our hands and seals as of the 18th day of August, 20017

Affix corporate seal here (if applicable)



Michael Butler
Member: Pinnacle Multi Acquisitions Holdings, LLC

Michael Butler
Manager

[Signature]
Authorized Signatory

Member
Kendra Marie Evans
Other

UNANIMOUS WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
PINNACLE MULTI ACQUISITIONS I, LLC

The undersigned, being the sole BOARD MEMBERS of PINNACLE MULTI ACQUISITIONS I, LLC an Illinois LIMITED LIABILITY COMPANY, acting pursuant to section 8.45 of the Business Corporation Act of 1983 as amended from time to time do hereby adopt, approve and consent, in writing to the following resolution without the formality of a special meeting:

LEASE AGREEMENT WITH T-MOBILE USE AND OR ASSIGNEE RESOLVED:

That the directors of this company authorize MICHAEL BUTLER /G. ESTEVIEN PERKINS members/directors and officers to enter into a lease agreement with T-MOBILE USA, INC AND OR ASSIGNEE and to sign all the appropriate lease documents as attached to this resolution, including and not limited to the MEMORANDUM, ASSIGNMENTS any and all documents in order to secure the lease for 7456 SOUTHSORE DRIVE CHICAGO, IL 60619 on the one individual property, the property legally described on exhibit A to this Resolution. That these actions are hereby approved. The Managers/Members of the Limited Liability Company are authorized to execute the appropriate documents as indicated herein.

Dated AUGUST 30, 2017


MICHAEL BUTLER


G. ESTEVEIN PERKINS

I, Kendra Evans; a notary public in and for the County and State aforesaid, do hereby certify that MICHAEL BUTLER & G. ESTEVIEN PERKINS whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and the free and voluntary act of the limited liability companies and corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of AUGUST 30, 2017

My Commission expires:

November 27 2017

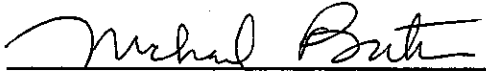

Notary Public

PINNACLE MULTI ACQUISITIONS I, LLC
9501 W 144TH SUITE 304
ORLAND PARK, Illinois 60462



RESOLUTION

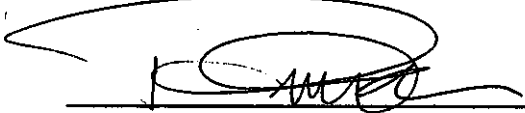
I MICHAEL BUTLER CERTIFY THAT THE CORPORATE RESOLUTIONS ATTACHED TO THIS CERTIFICATION ARE AUTHORIZED BY PINNACLE MULTI ACQUISITIONS I, LLC THAT I AM ONE OF THE MANAGING MEMBERS OF SAID ILLINOIS LIMITED LIABILITY COMPANY.



MICHAEL BUTLER

DATED THIS August 30, 2017

I G. ESTEVEIN PERKINS CERTIFY THAT THE CORPORATE RESOLUTIONS ATTACHED TO THIS CERTIFICATION ARE AUTHORIZED BY PINNACLE MULTI ACQUISITIONS I, LLC THAT I AM THE INDEPENDENT MANAGER OF SAID ILLINOIS LIMITED LIABILITY COMPANY.



G. ESTEVEIN PERKINS

DATED THIS August 30, 2017

LEGAL DESCRIPTION:

The land referred to in this Policy is described as follows:

THE SOUTHERLY 1/2 IN WIDTH FROM FRONT TO REAR OF LOT 74 IN DIVISION 3 IN SOUTH SHORE SUBDIVISION OF THE NORTH FRACTIONAL 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH A RESUBDIVISION OF LOTS 1, 2, 4, 64, 66, 126, 127, AND 128 IN DIVISION 1 IN WESTFALL'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 30 AFORESAID, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 21-30-122-031-0000

Address(es) of Real Estate: 7456 South shore Drive Chicago, Illinois 60619

**LIMITED LIABILITY COMPANY AGREEMENT
OF
PINNACLE MULTI-ACQUISITION I LLC**

This **LIMITED LIABILITY COMPANY AGREEMENT** (this "Agreement") of **PINNACLE MULTI-ACQUISITION I LLC**, a Delaware limited liability company (the "Company"), is made and entered into as of this 31st day of October, 2016, by Pinnacle Multi-Acquisition Holdings LLC a Delaware limited liability company, as the sole member of the Company (the "Member").

RECITALS

WHEREAS, the Company was formed pursuant to the Delaware Limited Liability Company Law, as amended from time to time (the "Act"), and there has been filed a Certificate of Formation of the Company (the "Certificate of Formation") with the office of the Secretary of State of the State of Delaware.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agrees as follows:

1. Formation. The formation of the Company pursuant to the Certificate of Formation as a limited liability company under the Act, and all actions taken by any other person who executed and filed the Certificate of Formation are hereby adopted and ratified. The affairs of the Company and the conduct of its business shall be governed by the terms and subject to the conditions set forth in this Agreement, as amended from time to time. The Member is hereby authorized and directed to file any necessary amendments to the Certificate of Formation of the Company in the office of the Secretary of State of the State of Delaware and such other documents as may be required or appropriate under the Act or the laws of any other jurisdiction in which the Company may conduct business or own property.

2. Name. The name of the limited liability company formed hereby is PINNACLE MULTI-ACQUISITION I LLC.

3. Purpose. The purpose to be conducted and promoted by the Company is to engage in any and all lawful business permitted under the Act. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

4. Place of Business. The Company shall have its principal place of business at 9501 W. 144TH SUITE 304, Orland Park, Illinois 60462 or at such other place or places as the Manager may, from time to time, determine.

5. Registered Office and Agency. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate of Formation or such other Person as the Member may designate from time to time in accordance with the Act.

6. Membership Interests. The Company, upon the approval of the Member and the Manager, shall be authorized to issue Membership Interests (as defined in the Act) (the "Interest") including any and all benefits to which the holder of such Interest may be entitled in this Agreement, together with all obligations of such person or entity to comply with the terms and provisions of this Agreement.

7. Capital. The Member may contribute cash, other assets or property to the Company with respect to its Interests as approved by the Member and the Manager, from time to time. The Member shall not have any obligation enforceable by any third party, including, without limitation, any creditor of the Company, to make any capital contributions to the Company.

8. Distributions. At any time determined by the Member, the Company shall distribute to the Member any cash held by it which is neither reasonably necessary for the operation of the Company nor in violation of the Act.

9. Board of Managers.

(a) The business and affairs of the Company and its Subsidiaries shall be managed solely and exclusively by or under the direction of a Board of Managers (the "Board"), and each member of the Board shall be deemed a manager of the Company (a "Manager" and collectively, the "Managers"). The initial Manager shall be Michael Butler. The initial Independent Manager shall be G. Estevein Perkins. Except as expressly provided in this Agreement, all action by the managers shall be taken exclusively through the Board and no manager, in his capacity as a manager, shall have the authority or power to act for or on behalf of the Company and/or its Subsidiaries in any manner, to do any act that would be (or could be construed as) binding on the Company or to make any expenditures on behalf of the Company, but shall have only the right to vote on or approve the actions herein specified to be voted on or approved by such manager. Except as otherwise specifically set forth in this Agreement or as required by the Act or other applicable law, the Board (without the consent or approval of any Member) shall have the sole and exclusive right, authority, power and discretion to control, direct, manage and administer the business and affairs of the Company, and to do all things necessary to carry on the business and purposes of the Company. The acts of the Board shall bind the Company.

(b) The members of the Board shall devote so much of their time to the affairs of the Company and its Subsidiaries as, in their good faith judgment, the conduct of the Company's business shall reasonably require, and the members of the Board, in their capacity as such, shall not be obligated to do or perform any act or thing in connection with the business of the Company not expressly set forth herein or otherwise required by the Act.

(c) The Board shall consist of such number of Managers as determined by the Member from time to time; provided, it is the intention of the Member that the Board should at

all times includes at least one Qualified Manager (as defined below) with respect to each state in which the Company is licensed as a real estate brokerage; provided, that the failure to have at least one Qualified Manager shall not make the Board improperly constituted and shall not preclude the Board from approving any activity other than any Qualified Activities (as defined below). The Board shall initially consist of one (2) Manager(s), Michael Butler and Gregory Perkins. For the purposes hereof:

(i) "Qualified Activity" is any act or decision made behalf of the Company for which one or more States require the individual(s) making such act or decision to be licensed as a real estate broker in such State.

(ii) "Qualified State" is a State with laws and/or regulations requiring the Company's "Managing Broker" (or equivalent supervising broker position, e.g., "Designated Broker", "Qualifying Broker", "Principal Broker", etc.) in such State to be one of the Managers of the Company.

(iii) "Qualified Manager" shall mean, with respect to any Qualified State, a Manager which holds real estate broker license (or equivalent) in the Qualified State and who has been appointed/authorized to serve as the "Managing Broker" (or equivalent supervising broker position) in such Qualified State(s).

(d) A Manager shall serve on the Board at the pleasure of the Member, or until such Manager's death, disability or resignation; (ii) only the Member shall be entitled to remove him or her, with or without cause, by delivering written notice of such removal to the Company; and (iii) any vacancy created by the death, disability, resignation or removal of a Manager shall be filled only by the Member. A Qualified Manager may resign only with at least sixty (60) days' advance written notice to the Member; notwithstanding the foregoing, a Qualified Manager may resign immediately upon the giving of written notice to the Member if at such time the Member determines that there is a remaining Manager, officer or other suitable Person who holds a real estate broker license (or equivalent) in the Qualified State(s) where the resigning Qualified Manager is licensed and who may be immediately appointed/authorized to serve as the "Managing Broker" (or equivalent) in such Qualified State(s) and as a replacement Qualified Manager.

(e) The Board shall act only by unanimous vote (as if the Board were fully constituted and all Managers that are not required to recuse himself or herself participated in such vote (in person or by proxy)) for all actions of the Company subject to Board approval other than the approval of any Qualified Activity. Notwithstanding anything herein to the contrary (including, without limitation, the preceding sentence), only the Managers who are Qualified Managers with respect to any Qualified Activity shall be entitled to vote with respect to such Qualified Activity, and the approval of all of the Qualified Managers with respect to such Qualified Activity shall be the only vote that is required by the Board to authorize the Company to take such Qualified Activity. Except as expressly provided in this Agreement, the Managers shall not be entitled to act other than through the Board.

(f) Regular meetings of the Board shall be held, at a minimum, quarterly at the offices of the Company or at such other times and places as may be fixed by the Board,

including by conducting meetings via telephonic conference calls or other means by which all those present can hear all others present at such meeting. Notice of regular meetings, if at a time or place different from other regularly scheduled Board meetings, shall be provided at least five (5) business days prior to the scheduled date of such meeting.

(g) The Board may hold special meetings, which meetings may be called by any Manager or the Member. Written notice (which may include delivery via e-mail correspondence, facsimile transmissions, registered or certified mail, or delivery via courier) of such special meetings must be provided to all Managers who did not call such special meeting, at least five (5) business days prior to the scheduled date of such special meeting, which notice shall specify the purpose(s) of the special meeting and all requisite information for participation telephonically or otherwise (including by web conference); provided, however, that any Manager may waive such notice by attendance or in writing.

(h) Managers may participate in a meeting by means of telephone conference or web/video conference or other similar means, and participation in a meeting by such means shall be deemed to constitute presence in person at the meeting. In the event a Board Member is unable to attend or participate in a Board meeting or vote, such Board Member may provide a proxy to any other Board Member. At any meeting of the Board at which all members of the Board are present in person or telephonically, by web/video conference or by other means as permitted in this Agreement including by proxy, any Manager may raise a matter for consideration by the Board (regardless of whether the notice of such meeting specified such matter on the agenda or if the Board was previously unable, whether at a prior meeting of the Board or otherwise, to reach agreement with respect to such matter).

(i) Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, if a consent in writing or by electronic transmission to such action is given, on a unanimous basis, by each Manager (or each Qualified Manager, to the extent that such consent related to the approval of a Qualified Activity) and is filed with the minutes of proceedings of the Board.

(k) Except as set forth otherwise herein (including in Section 8 hereof), in addition to the actions that would customarily be subject to the prior approval of the board of directors of a business corporation organized under the Delaware General Corporation Law (the "DGCL"), the Company shall not, without the prior approval of the Board (which prior Board approval may be evidenced by actions or matters specifically approved by the Board or included in a budget approved by the Board), directly or indirectly:

(i) assign for the benefit of creditors or file a voluntary petition in bankruptcy or any petition seeking any reorganization, composition, liquidation, dissolution or similar relief under any bankruptcy laws, or consent to or acquiesce in the entry of an order, judgment or decree approving a petition filed against the Company and/or any of its Subsidiaries seeking any reorganization, composition, liquidation, dissolution or other relief under the bankruptcy laws, or seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of the Company and/or any of its Subsidiaries and/or any of their respective properties;

(ii) create, incur, assume or suffer to exist any lien on or with respect to any of the Company's properties of any character whether now owned or hereafter acquired;

(iii) allow the Company to create, incur, assume, guarantee or suffer to exist, or otherwise become directly or indirectly liable with respect to, any indebtedness;

(iv) allow the Company to become liable as lessee or as a guarantor or surety with respect to any lease of any property;

(v) allow the Company and/or any of its Subsidiaries to sell, assign, convey, transfer, lease or otherwise dispose of all or any part of its business, property and assets, whether now owned or hereafter acquired, to any Person or Persons;

(vi) allow the Company and/or any of its Subsidiaries to make or commit or agree to make any advance, loan, guarantee of obligations, other extension of credit or capital contributions to, or hold or invest in or commit or agree to hold or invest in, or purchase or otherwise acquire or commit or agree to purchase or otherwise acquire any equity interests, bonds, notes, debentures or other assets or securities of, or make or commit or agree to make any other investment in, any other entity, other than bank deposits and money market accounts;

(vii) allow the Company and/or any of its Subsidiaries to acquire any interest in any real property or any real property improvements or make any expansion in any real property improvements;

(viii) allow the Company to adopt, amend or modify an annual budget of the Company or make any expenditure not expressly set forth in any such annual budget;

(ix) (A) hire, appoint or designate, an individual to serve as an officer or Managing Broker (or the equivalent) of the Company or the functional equivalent thereof; (B) dismiss any Company Officer of the Company and/or any of its Subsidiaries or the functional equivalent thereof; (C) set or amend the compensation for any Company Officer of the Company and/or any of its Subsidiaries or the functional equivalent thereof and/or enter into, terminate or amend any agreement relating thereto; and/or (D) enter into, amend or terminate any Employment agreement or other arrangement (and/or any document or instrument related thereto) relating to any Company Officer of the Company and/or any of its Subsidiaries or the functional equivalent thereof;

(x) allow the Company to make any capital expenditures;

(xi) allow the Company to enter into or amend in any respect: (A) material agreements or commitments (including, without limitation, any management agreements, development agreements, non-competition or similar agreements, settlements of material lawsuits or confessions of judgments and indemnification agreements, agreements evidencing or otherwise relating to any Indebtedness, agreements with general contractors, architectural agreements, tax abatement agreements and insurance agreements or policies); (B) joint ventures, partnerships or strategic arrangements; or (C) agreements or other commitments inconsistent with any existing business plan approved

by the Board or inconsistent with, or which would reasonably be expected to result in a breach or violation of, or a default under, this Agreement, and/or any other material agreement or instrument to which the Company is a party, or amend any such items to shorten the term thereof or to lower the consideration to be received by the Company and/or any of its Subsidiaries thereunder;

(xii) allow the Company to engage or dismiss any auditors;

(xiii) allow the Company to make or rescind any material election, express or implied, related to taxes;

(xiv) amend or otherwise modify any of the Transaction Documents;

(xv) dissolve, liquidate and wind up the Company (other than in accordance with the provisions of this Agreement);

(xvi) enter into any definitive agreement or commitment for any of the actions referred to in any of the clauses of this Section 9(k);

(xvii) make or revoke any tax election, by or on behalf of the Company and/or participate in any material income tax controversy.

10. Officers. The Company shall have such officers as the Board determines and appoints (the "Company Officers"). The initial Company Officers may include, a Chief Executive Officer, a President, a Chief Operating Officer, a Secretary, a Treasurer, a Chief Financial Officer and one or more Vice Presidents. The Board may also appoint one or more chairpersons of the Board. Individuals may simultaneously be appointed to and serve in more than one officer position. The Board may appoint such other officers as it shall deem necessary, who shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The salaries, or other compensation, if any, of all Company Officers shall be fixed by the Board. Each of the Company Officers shall be an "authorized person" within the meaning of the Act for purposes of amending the Certificate of Formation subject to the approval of the Board and the Member. Except as otherwise expressly set forth in this Agreement, the Company Officers shall have such powers and perform such duties incident to each of their respective offices as are usually vested in officers of business corporations organized under the DGCL holding such offices and shall have such other duties and powers as may be provided in this Agreement or as may from time to time be conferred upon or assigned to them by the Board. The Board may remove any Company Officer, with or without cause, at any time.

11. Exculpation and Indemnification.

(a) No Member, nor any agent of any Member (including any designee or appointee to the Board), nor any Manager or Company Officer (collectively, the "Indemnified Parties") shall be liable to any Member, affiliate of any Member, the Company, or any subsidiary of the Company, for mistakes of judgment or for any action or inaction, unless such liability is attributable to, willful misconduct, a breach of this Agreement, bad faith or knowing violations of law by the Indemnified Party. Any Indemnified Party may consult with counsel, accountants, investment bankers, financial advisers, appraisers and other specialized, reputable, professional

consultants or advisers in respect of Company affairs and be fully protected and justified in any action or inaction that is taken in accordance with the advice or opinion of such Persons; provided that such Persons shall not have been selected through willful misconduct, a breach of this Agreement, bad faith or knowing violation of law. Notwithstanding any of the foregoing to the contrary, the provisions of this Section 11 shall not be construed so as to relieve (or attempt to relieve) the Indemnified Parties of any liability, to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law (including the Act), but shall be construed so as to effectuate the provisions of this Section 11 to the fullest extent permitted by law (including the Act).

(b) Each Indemnified Party shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal and other professional fees and disbursements), judgments, fines, settlements, and other amounts (collectively, the "Indemnification Obligations") arising from any and all claims, demands, actions, suits or proceedings (civil, criminal, administrative or investigative), actual or threatened, in which such Indemnified Party may be involved, as a party or otherwise, by reason of such Indemnified Party's ownership of an Interest in, service to or on behalf of, or management of the affairs of, the Company and/or any Subsidiary thereof, or rendering of advice or consultation with respect thereto, or that relate to such Indemnified Party's, or any of its employees' or agents' status, as a Member, member of the Board, Company Officer or designator of a member to the Board, or that relate to such Indemnified Party's service at the request of the Company as a director, officer, employee or agent of another Person; provided that, if such Indemnification Obligation resulted from a mistake of judgment, or from action or inaction, of such Indemnified Party, such mistake or action or inaction did not constitute willful misconduct, breach of this Agreement, bad faith or a knowing violation of law by such Indemnified Party. Expenses (including legal and other professional fees and disbursements) incurred in any proceeding shall be paid by the Company in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the Indemnified Party to reimburse such advances if it should ultimately be determined that such Indemnified Party is not entitled to be indemnified by the Company as authorized hereunder. The indemnification provided by this Section 11(b) shall not be deemed to be exclusive of any other rights to which each Indemnified Party may be entitled under any agreement, or as a matter of law, or otherwise, both as to action in such Indemnified Party's official capacity and to action in another capacity, and shall continue as to such Indemnified Party who has ceased to have an official capacity for acts or omissions during such official capacity and shall inure to the benefit of the heirs, successors and administrators of such Indemnified Party. Notwithstanding any of the foregoing to the contrary, the provisions of this Section 7.13 shall not be construed so as to provide for the indemnification of an Indemnified Party for any liability to the extent (but only to the extent) that such indemnification would be in violation of applicable law or that such liability may not be waived, modified or limited under applicable law (including the Act), but shall be construed so as to effectuate the provisions of this Section 11 to the fullest extent permitted by law (including the Act).

12. Term. The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member or (b) the sale by the Company of all or substantially all of its property.

13. Assignments. The Member may at any time directly or indirectly sell, transfer, assign, hypothecate, pledge or otherwise dispose of or encumber all or any part of its Interest in the Company (including, without limitation, any right to receive distributions or allocations in respect of such Interest and whether voluntarily, involuntarily or by operation of law) (each, an "Assignment").

14. Additional Members. Additional members (other than assignees of existing Members) can only be admitted to the Company upon the consent of the Member, which consent may be evidenced by, among other things, the execution of an amendment to or restatement of this Agreement.

15. Limited Liability. The Member shall have no liability for the obligations of the Company except to the extent provided in the Act.

16. Amendments. This Agreement may be amended only in a writing signed by the Member.

17. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware.

18. Severability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

19. Standards Governing Actions. To the fullest extent permitted by applicable law, the members shall at all times take into account the interests of the Company's creditors as well as the interests of its members in connection with all matters subject to the consideration or vote of the members. The Lender is a third party beneficiary as to the provision contained in this Section 19.

20. Indemnification. Notwithstanding any provision hereof to the contrary, any indemnification claim against the Company arising under this Agreement, the Certificate of Formation of the Company or the laws of the state of organization of the Company to indemnify its members or officers are hereby fully subordinated to its obligations arising under the Loan Agreement, Security Instrument or any other Loan Document and shall only constitute a claim against the Company to the extent of, and shall be paid by the Company in monthly installments only from, the excess of net operating income for any month over all amounts then due under the Security Instrument and the other Loan Documents.

21. Priority of Distributions. The Company's assets shall be utilized at all times to satisfy any and all of the Company's obligations and liabilities to Lender in accordance with the Loan Agreement, Security Instrument and other Loan Documents prior to paying or distributing any of such proceeds to satisfy other obligations or liabilities of the Company.

22. Conflicting Provisions. To the extent this Section 19 conflicts with any other provisions of this Agreement or any other organizational or formation document of the Company, this Section 19 shall control.


23. Definitions. Capitalized terms used but not defined in this Section 19 have the meanings ascribed to them in the Loan Agreement. "Material Action" shall mean, with respect to any Person, to institute proceedings to have such Person be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against such Person or file a petition seeking, or consent to, reorganization or relief with respect to such Person under any applicable federal, state, local or foreign law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of such Person or a substantial part of its property, or take any action to consolidate or merger such Person with or into any other Person, or take any action to dissolve or liquidate such Person, or make any assignment for the benefit of creditors of such Person, or sell all or substantially all of such Person's assets, or admit in writing such Person's inability to pay its debts generally as they become due, or declare or effectuate a moratorium on the payment of any obligation, or take action in furtherance of any such action.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date and year first set forth above

MEMBER:

Pinnacle Multi-Acquisition Holdings LLC

By: 
Name: Gregory Perkins
Title: Independent Manager

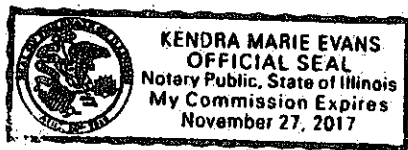
Pinnacle Multi-Acquisition Holdings LLC

By: 
Name: Michael Butler
Title: Manager

State of Illinois)
)
County of Cook)

I, _____, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Butler, personally known to me and Authorized Signatory and Independent Manager for the **Pinnacle Multi Acquisitions Holdings, LLC** an Illinois Limited Liability Company personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Authorized Signatory for the **Operating Agreement of Pinnacle Multi Acquisitions, LLC**, signed and delivered the said instrument, pursuant to her authority and interest in the same.

Given under my hand and official seal, this 31st day of October, 2016



(Seal)

Notary: Kendra Marie Evans

Commission Expires: November 27th 2017

State of Illinois)
)
County of Cook)

I _____, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that G. Estevein Perkins, personally known to me and Authorized Signatory and Independent Manager for the **Pinnacle Multi Acquisitions Holdings, LLC** an Illinois Limited Liability Company personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Authorized Signatory for the **Operating Agreement of Pinnacle Multi Acquisitions, LLC**, signed and delivered the said instrument, pursuant to her authority and interest in the same.

Given under my hand and official seal, this 31st day of October, 2016



(Seal)
Notary Kendra Marie Evans

Commission Expires: November 27th 2017