

**FOURTH AMENDMENT TO  
SITE LEASE**

THIS FOURTH AMENDMENT TO SITE LEASE (the “Fourth Amendment”) is made effective this 4<sup>th</sup> day of October, 2022 (“Effective Date”), by and among VILLAGE OF STICKNEY, ILLINOIS, an Illinois municipality (hereinafter referred to as “Owner” and sometimes “Original Landlord”) and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as “Tenant”).

**RECITALS**

WHEREAS, Owner and VoiceStream GSM I Operating Company, LLC (“Original Tenant”) entered into a Site Lease dated August 27, 2003, a memorandum of which was recorded in the official records of Cook County, Illinois (“Official Records”) on December 16, 2003 at Document No. 0335015017 (the “Original Lease”) whereby Original Tenant leased certain real property, together with access and utility easements, located in Cook County, Illinois from Original Landlord (the “Premises”), all located within certain real property owned by Original Landlord (“Owner’s Property”); and

WHEREAS, the Original Lease was amended by that certain First Amendment to Site Lease dated December 10, 2010 (“First Amendment”), by that certain Second Amendment to Site Lease dated July 10, 2015, a memorandum of which was recorded in the Official Records on July 16, 2015 at Document No. 1519708557 (“Second Amendment”), and by that certain Third Amendment to Site Lease dated May 6, 2016, a memorandum of which was recorded in the Official Records on August 1, 2016 at Document No. 1621455114 (“Third Amendment”) (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the “Lease”); and

WHEREAS, Md7 Capital Three, LLC was assigned certain rights and interests of Landlord under the Lease, as more fully set forth in the Assignment and Assumption of Lease recorded on January 19, 2011 at Document No. 1101933005 in the Official Records; and

WHEREAS, T-Mobile USA Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on November 1, 2003 and expired on October 31, 2008. The Lease, as amended, provides for multiple lease term extensions, with the final extension expiring on December 9, 2050; and

WHEREAS, Owner and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease. All references in the Lease to the capitalized term "TMO" shall be replaced with "Tenant".

2. Second Additional Lease Area. The existing Premises is hereby expanded in size to include additional space, which consists of a three hundred (300) square foot parcel of real property adjacent to the existing Premises at a location more particularly described on Exhibit A-1 attached hereto and shown on the Site Plan attached hereto as Exhibit B (the "Second Additional Lease Area"). The Premises, as expanded, is described on Exhibit A-2 attached hereto. Notwithstanding anything to the contrary in this Fourth Amendment, Tenant is not relinquishing any rights to any lease area, access easements, and/or utility easements that it possesses prior to the date of this Fourth Amendment. In the event the location of any of Tenant's or its sublessees' existing improvements, utilities, and/or access routes are not depicted or described on the Site Plan and/or legal descriptions, Tenant's leasehold rights and access and utility easement rights over such areas shall remain in full force and effect and the Premises shall be deemed to include such areas.

3. Second Additional Rent. In consideration of the lease of the Second Additional Lease Area, Tenant shall pay to Owner the amount of Seven Hundred and 00/100 Dollars (\$700.00) per month ("Second Additional Rent"), beginning upon the commencement of installation of improvements within the Second Additional Lease Area and continuing thereafter until the earlier of (i) the expiration of the term of the Lease; or (ii) the "Return of the Second Additional Lease Area" as set forth below. The Second Additional Rent shall be due and payable concurrently with the monthly Rent set forth in the Lease, as amended, for so long as such Second Additional Rent is payable to Owner as set forth herein.

4. Right to Return the Second Additional Lease Area. Tenant shall have the option, upon thirty (30) days prior written notice to Owner, in its sole and absolute discretion, to return the Second Additional Lease Area to the Owner and to terminate the lease of the same by removing all improvements from the Second Additional Lease Area and returning same to its condition as of the Effective Date, ordinary wear and tear excepted (the "Return of the Second Additional Lease Area"). Effective upon removal of all improvements from the Second Additional Lease Area, the Second Additional Rent shall cease and will no longer be due or payable.

5. Representations, Warranties and Covenants of Owner. Owner represents, warrants and covenants to Tenant as follows:

a) Owner is duly authorized to and has the full power and authority to enter into this Fourth Amendment and to perform all of Owner's obligations under the Lease as amended hereby.

b) Tenant is not currently in default under the Lease, and to Owner's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

c) Owner agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.

d) Owner acknowledges that the Premises, as defined, shall include any portion of Owner's Property on which communications facilities or other Tenant improvements exist on the date of this Fourth Amendment.

6. Notices. Tenant's notice address as stated in Section 6 of the Second Amendment is amended as follows:

If to Tenant:

T-Mobile USA Tower LLC  
12920 S.E. 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Leasing Administration

With a copy to:

T-Mobile USA Tower LLC  
c/o CCTMO LLC  
Attn: Legal – Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

7. IRS Form W-9. Owner agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Fourth Amendment and at such other times as may be reasonably requested by Tenant. In the event the Owner's Property is transferred, the succeeding Owner shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

8. Counterparts. This Fourth Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

9. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this Fourth Amendment is hereby amended to be consistent.

10. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Fourth Amendment in the Official Records at any time following the execution of this Fourth Amendment by all parties hereto. In addition, Tenant shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Tenant without Owner's or Landlord's signature in form and content substantially similar to the memorandum, to provide record notice of the terms of this Fourth Amendment.

[Signature pages follow]

Owner, and Tenant have caused this Fourth Amendment to be duly executed on the day and year first written above.

**OWNER:**  
VILLAGE OF STICKNEY, ILLINOIS, an  
Illinois municipality

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

Print Name: \_\_\_\_\_

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

Owner affirms that this Fourth Amendment  
was approved at a duly noticed public meeting  
held on \_\_\_\_\_ 2022.

[Tenant Execution Page Follows]

This Fourth Amendment is executed by Tenant as of the date first written above.

**TENANT:**  
T-MOBILE USA TOWER LLC, a Delaware  
limited liability company

By: CCTMO LLC, a Delaware limited  
liability company  
Its: Attorney In Fact

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

Print Name: \_\_\_\_\_

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

**Exhibit A-1**  
**(The Second Additional Lease Area –**  
**referred to as “Additional Tower Area” in Exhibit B)**

THAT PART OF THE NORTH 380 FEET OF THE EAST 550 FEET OF LOT 20 IN NICKERSON'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1874 AS DOCUMENT 169789, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20, ALSO BEING THE NORTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 88°28'50" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 249.10 FEET; THENCE SOUTH 1°31'10" EAST, 50.00 FEET; THENCE SOUTH 1°51'09" EAST, 15.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°08'51" EAST, 20.00 FEET; THENCE SOUTH 1°51'09" EAST, 15.00 FEET; THENCE SOUTH 88°08'51" WEST, 20.00 FEET; THENCE NORTH 1°51'09" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 300 SQUARE FEET (0.007 ACRES), MORE OR LESS.

**Exhibit A-2**  
**(The Premises, as expanded)**

**TOWER LEASE**

THAT PART OF THE NORTH 380 FEET OF THE EAST 550 FEET OF LOT 20 IN NICKERSON'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1874 AS DOCUMENT 169789, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20, ALSO BEING THE NORTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 88°28'50" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 249.10 FEET; THENCE SOUTH 1°31'10" EAST, 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1°51'09" EAST, 15.00 FEET; THENCE NORTH 88°08'51" EAST, 20.00 FEET; THENCE SOUTH 1°51'09" EAST, 15.00 FEET; THENCE SOUTH 88°08'51" WEST, 40.00 FEET; THENCE NORTH 1°51'09" WEST, 3.75 FEET; THENCE SOUTH 88°08'51" WEST, 33.00 FEET; THENCE NORTH 1°51'09" WEST, 18.00 FEET; THENCE NORTH 88°08'51" EAST, 33.00 FEET; THENCE NORTH 1°51'09" WEST, 8.25 FEET; THENCE NORTH 88°08'51" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,494 SQUARE FEET (0.034 ACRES), MORE OR LESS.

**ACCESS & UTILITY EASEMENT**

THAT PART OF THE NORTH 380 FEET OF THE EAST 550 FEET OF LOT 20 IN NICKERSON'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1874 AS DOCUMENT 169789, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20, ALSO BEING THE NORTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 88°28'50" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 249.10 FEET; THENCE SOUTH 1°31'10" EAST, 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°08'51" WEST, 20.00 FEET; THENCE SOUTH 1°51'09" EAST, 8.25 FEET; THENCE SOUTH 88°08'51" WEST, 33.00 FEET; THENCE NORTH 1°31'10" WEST, 18.56 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 43RD STREET; THENCE NORTH 88°28'50" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 52.95 FEET; THENCE SOUTH 1°31'10" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 810 SQUARE FEET (0.019 ACRES), MORE OR LESS.

**Exhibit B  
(Site Plan)**

[see attached]