

Cell Site No.: IL1481  
Cell Site Name: PALOS PARK MUNICIPAL  
Fixed Asset No.: 10095224  
Market: IL / WI  
Address: 9540 West 123rd Street

## FIFTH AMENDMENT TO SITE LEASE AGREEMENT

THIS FIFTH AMENDMENT TO SITE LEASE AGREEMENT (“**Fifth Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between the Village of Palos Park, an Illinois municipal corporation, having a mailing address of 8999 West 123rd Street, Palos Park, IL 60464 (hereinafter referred to as “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as “**Tenant**”). The Landlord and the Tenant are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS**, Landlord and Tenant (or its predecessor-in-interest) entered into an AT&T Wireless PCS, Inc. Site Agreement dated December 9, 1996, as amended by that certain First Amendment to the AT&T PCS, Inc. Site Lease Agreement dated June 23, 1997, as amended by that certain Second Amendment to Site Lease Agreement dated February 21, 2008, as amended by that certain Third Amendment to Site Lease Agreement dated June 29, 2011, and as amended by that certain Fourth Amendment to Site Lease Agreement dated June 30, 2014 (collectively, the “**Agreement**”), whereby Landlord leased to Tenant certain premises (“**Premises**”), therein described, that are a portion of the property located at 9540 West 123rd Street, Palos Park, IL (the “**Property**”); and

**WHEREAS**, the term of the Agreement will expire on December 8, 2021, and the Parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to extend the term of the Agreement; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to adjust the Rent (as defined below) in conjunction with the modifications to the Agreement contained herein; and

**WHEREAS**, Landlord and Tenant desire to modify, as set forth herein, the Tenant’s obligations to pay Rent to Landlord for a Rent Guarantee Period (as defined below); and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement to clarify the scope of Tenant's permitted use of the Premises; and

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**WHEREAS**, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly;

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years ("New Initial Term") commencing on December 9, 2015 ("New Term Commencement Date"). As of the New Term Commencement Date, the term provided in the Agreement and any extensions thereof, as applicable, shall be void and of no further force or consequence. The Agreement will automatically renew for up to five (5) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Extension Term**" and each such Additional Extension Term shall be considered an extension period under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, without further action by Tenant unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Additional Extension Term. The initial term, the extension periods and each Additional Extension Term are collectively referred to as the Term ("**Term**").

2. **Rent.** Commencing on December 9, 2015, the current rent payable under the Agreement shall be Nineteen Thousand and No/100 Dollars (\$19,000.00) annually (the "**Rent**"), but shall be paid in monthly installments on the ninth (9<sup>th</sup>) day of each month, and shall continue during the Term, subject to adjustment as provided herein. Paragraph 3 of the Agreement shall be amended to provide that Rent shall be adjusted as follows: commencing on December 9, 2020, and on the start date of each Additional Extension Term exercised thereafter, the annual Rent will increase by twelve percent (12%) over the Rent paid during the previous Term. The first monthly rent payment shall be made on December 9, 2015, with monthly rent payments thereafter being made on the ninth (9<sup>th</sup>) day of each month that the Agreement remains in full force and effect. In the event of the early termination of the Agreement, there shall be no refund of any Rent payment made by Tenant.

3. **Third Party Costs.** Prior to the execution of this Fifth Amendment by Landlord, Tenant shall reimburse Landlord the third party costs incurred by Landlord in preparing this Fifth Amendment and the documents necessary for the Landlord's approval thereof. In no event, shall the reimbursement for the third party costs exceed Two Thousand and No/100 Dollars (\$2,000.00).

4. **One Time Payment.** Within ninety (90) days following the Effective Date, Tenant shall pay to Landlord a one-time payment of One Thousand and No/100 Dollars (\$1,000.00) for costs incurred by Landlord in reviewing this Fifth Amendment.

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5. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Notwithstanding Tenant's obligations to pay Rent set forth under the Agreement, for a thirty-six (36) month period commencing December 9, 2015, and ending December 8, 2018 ("**Rent Guarantee Period**"), Tenant's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant, except as due to loss from casualty or condemnation. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Agreement, if any, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of the termination. In addition, Tenant shall be released from any and all of its obligations to pay Rent during the Rent Guarantee Period if any of the following shall occur: (a) Landlord is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Property; (c) the Landlord shall require Tenant to relocate Tenant's equipment and facilities to a location that is not acceptable to Tenant in its reasonable business judgment if allowed for in the Agreement; (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Tenant; or (e) Tenant terminates the Agreement pursuant to the terms of the Expansion of Permitted Use section as modified below. If the Agreement is further modified in the future with an obligation for Tenant to pay additional Rent, the payment of Rent guarantee established in this paragraph will not be diminished or limited, but such Rent guarantee will not extend to that future additional Rent obligation.

6. **Expansion of Permitted Use.** Subject to any other users' rights in regard to the Property, in force as of the Effective Date of this Fifth Amendment, Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized subtenants, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Premises at any time during the term of the Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate the Agreement and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

7. **Rental Stream Offer.** If at any time after the date of this Fifth Amendment, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with the Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may assign

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the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of the Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Paragraph, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Landlord complies with this Paragraph.

8. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this paragraph shall survive the termination or expiration of the Agreement.

9. **Acknowledgement.** Landlord acknowledges that: 1) this Fifth Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Fifth Amendment and the underlying Agreement and, prior to execution of this Fifth Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Fifth Amendment and to have counsel review the terms and conditions of this Fifth Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Fifth Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

10. **Notices.** The notice provisions of the Agreement are hereby deleted in their entirety and replaced with the following:

“(a) NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site # IL1481  
Cell Site Name Palos Park Municipal (IL); Fixed Asset No.: 10095224  
575 Morosgo Drive NE  
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site # IL1481  
Cell Site Name Palos Park Municipal (IL); Fixed Asset No: 10095224  
208 S. Akard Street

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Fixed Asset No.: 10095224  
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Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Landlord:

Village of Palos Park  
8999 West 123rd Street  
Palos Park, IL 60464

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord

- (i) New deed to Property
- (ii) New W-9
- (iii) New Payment Direction Form
- (iv) Full contact information for new Landlord including all phone numbers

Either Party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.”

11. **Memorandum of Agreement.** Either Party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either Party may record this memorandum at any time, in its absolute discretion.

12. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fifth Amendment, the terms of this Fifth Amendment shall control. Except as expressly set forth in this Fifth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fifth Amendment.

13. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute this Fifth Amendment on the dates set forth below.

LANDLORD:  
Village of Palos Park,  
an Illinois municipal corporation

TENANT:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By:   
John F. Mahoney, Mayor

By: 

Print Name: JC Mayfield  
Professional-Tech Project Mgmt

Date: 10/26/2015

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

Date: 11/3/01 2015

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

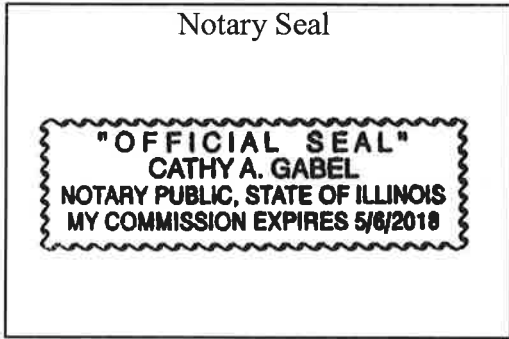
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**LANDLORD ACKNOWLEDGEMENT**

STATE OF Illinois )  
 )  
 ) SS.  
COUNTY OF Cook )  
 )

I certify that I know or have satisfactory evidence that **John F. Mahoney** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the **Mayor** of the **Village of Palos Park**, an Illinois municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10/26/2015.



Cathy A. Gabel  
(Signature of Notary)  
CATHY A. GABEL  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of  
IL  
My appointment expires: 5/6/2018

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**TENANT ACKNOWLEDGEMENT**

STATE OF Illinois )  
COUNTY OF Cook ) SS.

I certify that I know or have satisfactory evidence that JC Mayfield  
is the person who appeared before me, and said person acknowledged that he/she signed this  
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged  
it as the Professional Technician of AT&T Mobility Corporation, the  
Manager of **New Cingular Wireless PCS, 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: 11-11-15



Amanda M. Hinojosa  
(Signature of ~~Notary~~ Hinojosa)

(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of

Illinois  
My appointment expires: 8/21/17



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**Fixed Asset No.: 10095224**  
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## **Attachment 1**

### **Memorandum of Agreement**

**THIS DOCUMENT PREPARED BY,  
and  
WHEN RECORDED RETURN TO:**

Md7, LLC  
10590 West Ocean Air Drive, Suite 300  
San Diego, CA 92130

**Parcel #: 23-27-109-005 and  
23-27-109-014**

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: IL1481  
Cell Site Name: Palos Park Municipal (IL)  
Fixed Asset Number: 10095224  
State: IL  
County: Cook

**MEMORANDUM  
OF  
AGREEMENT**

This Memorandum of Agreement is entered into on this 11<sup>th</sup> day of November, 2015, by and between the Village of Palos Park, an Illinois municipal corporation, having a mailing address at 8999 West 123rd Street, Palos Park, IL 60464 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant (or its predecessor in interest) entered into a certain AT&T Wireless PCS, Inc. Site Agreement dated December 9, 1996, as amended by that certain First Amendment to AT&T Wireless PCS, Inc. Site Lease Agreement dated June 23, 1997, as amended by that certain Second Amendment to Site Lease Agreement dated February 21, 2008, as amended by that certain Third Amendment to Site Lease Agreement dated June 29, 2011, as amended by that certain Fourth Amendment to Site Lease Agreement dated June 30, 2014, and as further amended by that certain Fifth Amendment to Site Lease Agreement dated November 11, 2015 (hereinafter, collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Landlord's real property located in the Village of Palos Park, County of Cook, State of Illinois, commonly known as 9540 West 123rd Street. All of the foregoing are set forth in the Agreement.

2. The term of the Agreement is scheduled to expire on December 8, 2021. The Agreement has been modified to provide that commencing on December 9, 2020, the Agreement will automatically renew for up to five (5) separate consecutive additional periods of five (5) years each.
3. The portion of the land being leased to Tenant (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.


[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LANDLORD:  
Village of Palos Park,  
an Illinois municipal corporation

TENANT:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By:   
John F. Mahoney, Mayor

By:   
Print Name: JC Mayfield  
Professional-Tech Project Mgmt

Date: 10/26/2015

Title: \_\_\_\_\_  
Date: 11 Nov 2015



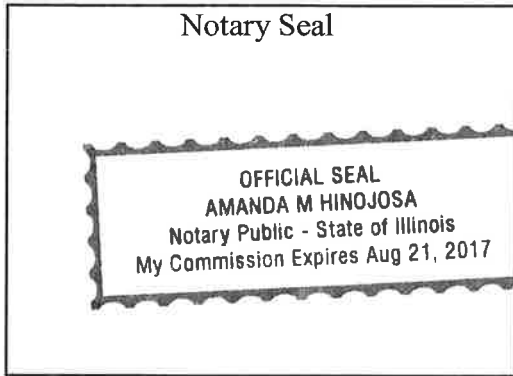
**TENANT ACKNOWLEDGEMENT**

STATE OF Illinois )  
                                ) SS.  
COUNTY OF Cook )

JC Mayfield

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he/she signed this  
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged  
it as the Professional Technician of AT&T Mobility Corporation, the Manager of **New  
Cingular Wireless PCS, 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: 11-11-15



Amanda M. Hinojosa  
(Signature of Notary)  
Amanda M. Hinojosa

(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of  
Illinois  
My appointment expires: 8/21/17

**Exhibit 1 to Memorandum of Agreement**

**Legal Description**

The Property is legally described as follows:

Street Address: 9540 West 123rd Street, Palos Park, IL 60464

Parcel #: 23-27-109-005 and 23-27-109-014

**Parcel 1:**

**That part of the South 250.0 feet of the West 15 acres of the South 20 acres of the Southwest 1/4 of the Northwest 1/4 of Section 27, Township 37 North, Range 12, East of the Third Principal Meridian, bounded and described as follows:**

**Commencing at the Southwest corner of said Southwest 1/4 of the Northwest 1/4 of Section 27 and running thence East along the South line of said Southwest 1/4 of the Northwest 1/4 of Section 27, a distance of 421.0 feet to a point; thence North at right angles to the last described course, a distance of 150.0 feet to the place of beginning; thence continuing North along a prolongation of the last described course, a distance of 75.0 feet to a point; thence East at right angles to the last described course, a distance of 75.0 feet to a point; thence South at right angles to the last described course, a distance of 75.0 feet to a point; thence West at right angles to the last described course, a distance of 75.0 feet to the place of beginning., all in Cook County, Illinois.**

**Parcel 2:**

**Easement for the benefit of Parcel 1 for ingress and egress over that portion of the parking lot lying West of the Tower site and East of the West line of the East driveway from 123rd Street over the following described property:**

**The East 264.0 feet of the West 506.0 feet of the South 250.0 feet of the West 15 acres of the South 20 acres of the Southwest 1/4 of the Northwest 1/4 of Section 27, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.**

**Common address:       9500 123rd Street  
                              Palos Park, IL 60464**

**DDMM**

The Premises (and access and utility easements) is located on the Property and is described and/or depicted as follows:

See attached drawing consisting of one (1) page.