

Market: IL / WI
Cell Site Number: IL0289
Cell Site Name: HOMEWOOD
Fixed Asset Number: 10005271

SECOND AMENDMENT TO LEASE AGREEMENT SITE 289

SECOND AMENDMENT TO LEASE AGREEMENT SITE 289 (“**Amendment**”) dated as of the later date below (“**Effective Date**”) is by and between Village of Homewood, an Illinois municipal corporation having a mailing address at 2020 Chestnut Road, Homewood, IL 60430 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Lessee**”).

WHEREAS, Lessor and Lessee (or its affiliate or predecessor-in-interest) entered into a Lease Agreement Site 289 dated October 12, 1999, as amended by First Amendment to Lease Agreement #289 dated April 29, 2015, whereby Lessor leased to Lessee certain Premises (“**Premises**”), therein described, that are a portion of the Property (“**Property**”) located at 2536 Hickory Road, Homewood, IL 60430 (collectively, the “**Agreement**”); and

WHEREAS, notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree that the Term of the Agreement will expire on November 30, 2029, 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, Lessor and Lessee desire to adjust the Rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to permit Lessee 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, Lessor and Lessee, 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, Lessor and Lessee agree as follows:

1. **Renewal Term.** At the end of the final Renewal Term presently set forth in the Agreement, the Term will automatically renew for five (5) separate consecutive additional periods of five (5) years each (each being defined as a “**Renewal Term**”) upon the same terms and conditions of

the Agreement, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing Term.

2. **Modification of Rent.** Commencing on December 1, 2029, the current Rent under the Agreement shall be payable semi-annually in the semi-annual amount of Twenty-Seven Thousand Four Hundred Forty-Nine and 05/100 Dollars (\$27,449.05) (the "**Rent**"), and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Lessee shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase / Semi -Annual Payments.** The Agreement is amended to provide that commencing on December 1, 2030, Rent shall increase annually by four percent (4%) over the Rent paid during the previous year.

4. **Emergency 911 Service.** In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may 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.

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

6. **Notices.** Section 20e of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Lessee:

- a) To Lessee's Lease Administration Department at NoticeIntake@att.com; and
- b) To Lessee's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: IL0289; Cell Site Name: HOMEWOOD (IL)
Fixed Asset #: 10005271
208 S. Akard Street

Dallas, TX 75202-4206

For Notices of Default to Lessor:

- a) To Lessor at Tacquah@homewoodil.gov; and
- b) To Lessor's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

Village of Homewood
2020 Chestnut Road
Homewood, IL 60430

All other Notices will be sent:

- a) To Lessee's Lease Administration Department at NoticeIntake@att.com; and
- b) To Lessor at Tacquah@homewoodil.gov

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

7. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Lessor 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 Lessor, and shall not be payable by Lessee. The foregoing shall not apply to semi-annual Rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this subsection shall survive the termination or expiration of the Agreement.

8. **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.

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this 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 Amendment.

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

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LESSOR:

Village of Homewood,
an Illinois municipal corporation

LESSEE:

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

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attachment 1

Memorandum of Agreement