

FOURTH AMENDMENT TO SITE LEASE AGREEMENT

This **FOURTH AMENDMENT TO SITE LEASE AGREEMENT** dated November 23, 2021 (“**Fourth Amendment**”) is attached to and made a part of the Lease Agreement dated November 8, 2005, and as amended by that certain Amendment No. 1 dated October 6, 2010, and as amended by that certain Amendment No. 2 dated May 14, 2013, and as amended by that certain Third Amendment To Site Lease Agreement dated August 10, 2021 (collectively the “**Agreement**”), by and between T-Mobile Central LLC, a Delaware limited liability company, as successor in interest to VoiceStream GSM 1 Operating Company, LLC (herein called “**Lessee**”) and Village of Homewood (“**Lessor**”).

In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control. Except as set forth below, all provisions of the Agreement remain unchanged and in full force and effect.

WHEREAS, Lessor owns a certain real estate commonly known as 18355 Pierce Avenue, Homewood, Illinois 60430 (“**Premises**”); and

WHEREAS, Lessee has requested permission from Lessor to upgrade certain equipment on the Premises.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The first sentence of Paragraph 2 shall be deleted and replaced with the following:

“The Premises may be used by Lessee for any lawful activity in connection with Lessee’s provision of wireless communications services, including without limitation, the transmission and the receipt of radio communication signals on various frequencies, and for the construction, installation, removal, replacement, modification, maintenance and operation of necessary facilities consisting of nine (9) antennas mounted on the Tower Space, a concealing shield, radio equipment, and cabling required to connect Lessee’s equipment and antennas to the Tower Space”

2. In consideration of Lessor granting Lessee the right to install, operate and maintain the above referenced additional equipment on the premises located at 18355 Pierce Avenue, Homewood, Lessee agrees to pay Lessor the lump sum of Twenty-five thousand, eight hundred seventy-two dollars and ninety-five cents (\$25,872.95) within sixty (60) days of the full execution of this Fourth Amendment.
3. Unless otherwise defined herein, all capitalized terms used in this Fourth Amendment shall have the same meaning as in the Lease.
4. Except as modified by this Fourth Amendment, the Lease shall remain in full force and effect and is ratified and confirmed by the parties. Any further amendments to the Lease must be in writing and executed by both parties.

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IN WITNESS WHEREOF, the parties have executed this Fourth Amendment effective as of the latter of the two dates set forth below.

Lessor: Village of Homewood
an Illinois Municipal Corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Lessee: T-Mobile Central, LLC
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____

T-Mobile Legal Approval

Site Number: CH48639A
Site Name: Homewood Water Tower
Market: CH

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