

THIRD AMENDMENT TO SITE LEASE AGREEMENT

This **THIRD AMENDMENT TO SITE LEASE AGREEMENT** (this "**Third Amendment**") is made and entered into effective the date of the last signature on this Third Amendment (the "**Effective Date**") by and between the Village of Homewood ("**Lessor**") and T-Mobile Central L.L.C, a Delaware Limited Liability Company as successor in interest to VoiceStream GSM I Operating Company, L.L.C., a Delaware Limited Liability Company ("**Lessee**").

WHEREAS, Lessor and Lessee entered into a Site Lease Agreement with an Effective Date of November 8, 2005 (the "**Agreement**") with respect to the Premises that is near, at, on, or part of the Property located at 18355 Pierce Ave., Homewood, IL 60430; and

WHEREAS, Lessor and Lessee desire to entire into this First Amendment in order to modify and amend certain provisions of the Lease;

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

1. The Premises, as identified in Section 1(c) and Exhibit B of the Lease, are hereby modified to reflect what is shown on Exhibit A-1 of this document; Generator install.
2. Effective as of the First Amendment Effective Date, the Rent payable by Lessee to Lessor shall increase by four hundred and 00/400 dollars (\$400.00) per month.
3. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same meaning as in the Agreement.
4. Except as modified by this First Amendment, the Agreement shall remain in full force and effect and is ratified and confirmed by the parties. Any further amendments to the Agreement must be in writing and executed by both parties.
5. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third-party consent or approval is required, Lessor has obtained any and all such consents and approvals.

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

LESSEE: Village of Homewood

By: _____

Printed Name: Rich Hofeld

Title: Village President

Date: _____

LESSOR: T-Mobile Central L.L.C
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

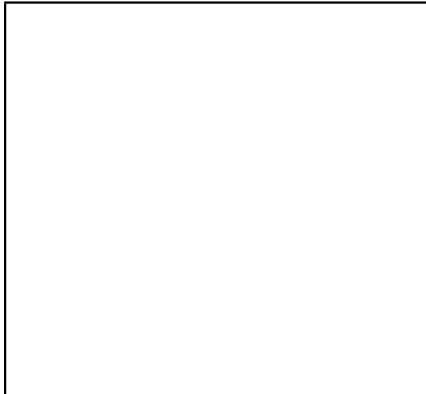
Date: _____

T-Mobile Legal Approval

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, [title] _____ of the Village of Homewood.

Dated: _____

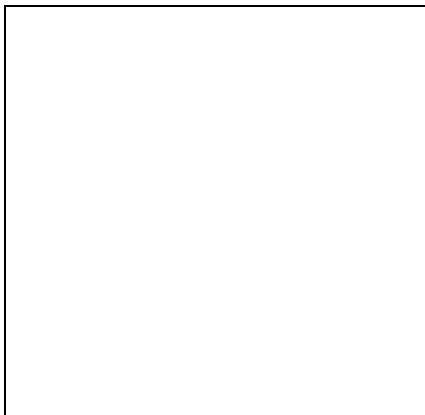


Notary Public
Print Name _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ 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 _____ of VoiceStream GSM I Operating Company, L.L.C., 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 _____

Site Number: CH48639A
Site Name: Village of Homewood WT
Market: Chicago

