

**AGENDA
VILLAGE OF DEERFIELD
CABLE & TELECOMMUNICATIONS COMMISSION**

Tuesday, June 10, 2025
7:00 PM

- I.** CALL TO ORDER 7:00 PM
- II.** APPROVAL OF MINUTES
 - A. March 1, 2022
- III.** PUBLIC COMMENT
- IV.** T-MOBILE LEASE RENEWAL – WATER TOWER ANTENNA
 - A. Current contract
 - B. Renewal Offer
- V.** ATT FIBER OPTIC UPDATE
- VI.** OTHER ITEMS FOR DISCUSSION
- VII.** ADJOURNMENT

Next Meeting Date – TBD

~~Letter~~: T Mobile Central re Water
Agreements: Tower site
~~Contract~~

**Office
DEPOT.**



Made in USA

**WATER TOWER SITE LEASE AGREEMENT BY AND BETWEEN
THE VILLAGE OF DEERFIELD AND T-MOBILE CENTRAL LLC**

This Lease Agreement ("Lease") is made and entered into this 23 day of April, 2007, by and between T-Mobile Central LLC, a Delaware limited liability company, 12920 SE 38th Street, Bellevue, WA 98006, doing business as T-Mobile USA, Inc. (hereinafter "Tenant") and the Village of Deerfield, an Illinois municipal corporation, 850 Waukegan Road, Deerfield, Illinois (hereinafter the "Village"), (hereinafter the Tenant and the Village are sometimes referred to individually as "Party" and collectively as "Parties").

BACKGROUND

A. The Village is the owner in fee simple of a parcel of land located in the Village of Deerfield, Lake County, State of Illinois, located near the intersection of Kates Road and Kelburn Road and legally described on the attached Exhibit A (the "Owned Premises"), on which its municipal water tower (the "Tower") is located. The Owned Premises and Tower consist of a large open area of property owned by the Village.

B. Tenant desires to lease space on the painter's ring which circles the middle of the storage tank ("Painter's Ring") of the Tower sufficient to mount up to nine (9) antenna panels (grouped in three (3) clusters of three (3) antenna panels), at approximately the 153 foot level, along with space at the base of the Tower to construct and maintain three (3) equipment cabinets along with such other telecommunications equipment and fencing as generally depicted on the proposed Construction Drawings attached as Exhibit B. The Tenant is also granted the right to run cables and related equipment from the equipment enclosure to the antennas, for the purpose of installing and operating the antenna facilities described above ("Antenna Facilities") for use in connection with its telecommunication business. Tenant represents and warrants for the benefit of the Village that it has examined the Tower and finds same acceptable for the installation of its proposed equipment.

C. Accordingly, the Parties are entering into this Lease on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree that the above and foregoing are incorporated herein by reference as if fully set forth and further, the parties agree as follows:

1. Leased Premises. The Village leases to Tenant and Tenant leases from the Village a portion of the Owned Premises, consisting of space on the Tower and a portion of ground space for the Tenant's equipment (collectively referred to as the "Premises"), as shown on the Site Plan attached as Exhibit B along with an easement

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for reasonable access thereto and to an appropriate source of electric and telephone facilities. The initial easement for access is depicted on Exhibit B, however, the Village may at its cost relocate the access easement at any time during the term of this Lease provided that the Tenant shall be at all times provided with reasonable access to the Premises. Tenant intends to locate its Antenna Facilities as described more fully on the attached Exhibit B on the Premises. Tenant may not add additional equipment and/or antennas from that shown on Exhibit B, except as provided in Paragraph 7, without the prior written approval of the Village, which approval shall not be unreasonably withheld, conditioned or delayed.

The Village reserves the right upon one hundred and eighty (180) days written notice, and only after the first three (3) year term, to require Tenant to relocate its facilities to another location on the Tower once during each Lease term or renewal, in order to accommodate the Village's own public uses. Further provided, however, that the relocation(s) shall be at the sole expense of the Tenant, and any subsequent moves shall be performed at the sole expense of the Village. If the new location is not satisfactory, in the Tenant's sole judgment, for Tenant's intended use, Tenant reserves the right to terminate this Lease upon thirty (30) days written notice, and Tenant shall receive a pro-rata refund of the annual pre-paid rent.

It is understood by both Parties that the Tower is an invaluable resource to the Village both as a water facility and for use in fire prevention. All other uses, including this Lease, shall be ancillary to the Tower's main purposes.

2. Terms and Renewals. The term of this Lease shall be three (3) years, commencing on thirty (30) days after the issuance of all required zoning approvals by the Village, or sooner if the Tenant commences construction or installation (the "Commencement Date") and ending thirty-six (36) months thereafter. Provided Tenant is not then in default under this Lease, the term of this Lease shall automatically renew for seven (7) successive renewal terms of three (3) years each, provided that the Tenant may notify the Village in writing of its intention not to renew at least one hundred eighty (180) days prior to expiration of the then-current term. In that event the upcoming renewal term, and all successive renewal terms (along with the Tenant's obligation to pay the future rentals for said renewal terms) shall be cancelled. Further provided that any renewal shall be on the same terms and conditions as are set forth in this Lease, except that there shall be no renewal after the seventh renewal term. Notwithstanding the foregoing, Tenant shall have the right to enter upon the Premises upon the full execution of this Lease in order to conduct such testing and inspections, as Tenant deems necessary, subject to all terms and conditions contained herein. Tenant shall have the right to cancel this Lease pursuant to the provisions of Paragraph 16.

3. Rent.

a. Tenant shall pay the Village as annual rent for the Premises the sum of Twenty Four Thousand and 00/100 Dollars (\$24,000.00) ("Base Rent"). Tenant shall pay the Village Base Rent for the first year on the Commencement Date. Thereafter,

Tenant shall pay the Village Base Rent annually in advance on each anniversary of the Commencement Date. Base Rent shall be increased annually, on the anniversary of the Commencement Date and each anniversary thereafter, as set forth in paragraph (d) below.

b. Tenant shall pay the Village a late payment charge equal to five percent (5%) of the late payment for any payment not paid within ten (10) days when due. Any amounts not paid when due shall bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

c. Tenant agrees to pay any real estate taxes or payments in lieu of real estate taxes required or contributed to as a direct result of this Lease. If Tenant is the sole non-governmental tenant upon the Premises all such taxes shall be deemed attributable to Tenant. In the event the Village lets a lease or leases to other non-governmental tenants, Tenant and the Village may attempt to obtain separate Parcel Identification Numbers for each such use and occupancy, to accurately identify the assessment of such taxes. If separate tax identification numbers are not, or can not be assigned, the Parties shall attempt to obtain the determination of the tax assessor as to the assessment due as a result of the Tenant's use and occupancy. If the assessor does not provide such a determination, the taxes attributable to the Tenant's use and occupancy, the taxes shall be apportioned based upon the annual rental payments attributable to each non-governmental tenant. In addition, within thirty (30) days of execution of this Lease by Village, Tenant shall pay the sum of five thousand dollars (\$5,000.00) to the Village for its reasonable costs and expenses, including legal fees, incurred by the Village in connection with the negotiation of this Lease and determining the feasibility of leasing the Premises for the uses and purposes herein authorized.

d. The Base Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to four percent (4%) of the Base Rent for the immediately preceding year.

e. Except as provided in paragraph 17, if this Lease is terminated at a time other than on the last day of the month. Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to the Tenant.

f. Base Rent, Additional Rent and all other consideration to be paid or provided by Tenant to the Village shall constitute Rent and shall be paid or provided without offset.

4. Use of Premises. Tenant shall use the Premises for the installation, removal, replacement, modification, operation, and maintenance of its Antenna Facilities for the transmission, reception and operation of a wireless telecommunications system (operating in the following GSM C Block frequencies : TX: 1975 MHz to 1990 MHz; RX: 1895 MHz to 1910 MHz with 200 KHz channel spacing and in the following UMTS frequencies: TX: 2110 MHz to 2550 MHz; RX 1710 MHz

to 1755 MHz, with 5 MHz channel spacing) including antenna equipment, cable wiring, equipment cabinets, related fixtures, and uses incidental thereto and for no other uses. The Village may permit others to use other portions of the Tower provided that such use by others shall not cause broadcast interference with Tenant's reception or signals. Tenant may erect and operate twelve (9) panel antennas (in three (3) three (3) panel clusters), but only after the Village has obtained, at Tenant's expense, a certification and evaluation from Chicago Bridge and Iron (CBI) and/or its designated Engineer indicating that the Tower and roof can structurally support the Antenna Facilities.

Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health and other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antenna Facilities and/or the Premises, with Tenant in obtaining, at Tenant's expense (including attorney and administrative fees), any federal licenses and required by Tenant's use of the Premises. The Village agrees to reasonably cooperate with Tenant in obtaining, at Tenant's expense (including reimbursement of the Village's reasonable attorney and administrative fees), any federal licenses and permits required for or substantially required by Tenants use of the Premises.

5. Construction Standards.

a. The Antenna Facilities shall be installed on the Premises in a first class and workmanlike manner, as approved by the Village, without the attachment of any construction liens. The Tenant shall paint the Antenna Facilities in a manner consistent with the color of the Tower or to otherwise reasonably shield the Antenna Facilities from view.

b. The Tenant shall install its antennas on the Painter's Ring as depicted on Exhibit B. Nothing herein shall prohibit the use of the Painter's Ring by other tenants selected by the Village.

c. The Tenant shall also be responsible for any work necessary, including repair or painting of the Tower required by the installation, removal and relocations hereunder. All work hereunder shall be done in a first class manner, and with no damage Tower, and the Tower paint and finishing coating fully restored, all to the sole satisfaction of the Village. All work shall be approved in advance by the engineer designated by the Village, and the cost of such engineering, design, review and/or supervision shall be paid by Tenant.

d. The Tenant shall install any temporary access road required for construction, and shall thereafter restore the site at the direction of the Village. Further, should a new, permanent access road be deemed necessary or convenient by the Village the Tenant shall begin construction of same within thirty (30) days of notification by the Village and promptly complete same. All of the above shall be at Tenant's cost.

6. Installation of Equipment.

a. Tenant shall have the right, at its sole cost and expense to install, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, its Antenna Facilities as described on Exhibit B, given that the Tenant has obtained a building permit from the Village and approval from the Village's designated inspector (which is contemplated to be Chicago Bridge and Iron and/or the Village's designated Engineer) at Tenant's expense, prior to any mounting, drilling or welding. Further, following the completion of its installation, the Tenant, at Tenant's expense, shall obtain a certification from the Village's designated representative that the installation is in compliance with the Village's prior approvals. Tenant's installation shall not unreasonably or materially interfere with Village's use of the Tower or the Owned Premises.

b. Tenant's installation of all such Antenna Facilities shall be done according to plans approved by the Village, which approval shall not be unreasonably withheld conditioned or delayed. Any damage done to the Tower during installation and/or during operations shall be repaired or replaced as soon as physically practical at Tenant's expense and to the Village's sole satisfaction. In connection with the installation and operation of the Antenna Facilities, Tenant shall ensure that any penetrations that may be permitted by the Village shall be undertaken only under the supervision of the Village's designated representative and at Tenant's sole cost, including reimbursement of engineering or reasonable supervision costs. Tenant shall pay any and all costs and expenses in relation to maintaining the integrity of the Village's Tower in connection with Tenant's installation and operation of Tenant's Antenna Facilities.

c. Within thirty (30) days after the Commencement Date, Tenant shall provide the Village with as-built drawings of the Antenna Facilities and the improvements installed on the Premises. Such Drawings shall show the actual location of all equipment and improvements consistent with Exhibit B. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities.

7. Equipment Upgrade.

a. Notwithstanding anything herein to the contrary, Tenant may repair, update or replace any equipment contained installed upon the premises, and all cables or wiring within the Premises, or otherwise repair the Antenna Facilities, from time to time without the prior written approval of the Village. Further, as to any antenna panels in need of repair, update or replacement, same may be repaired, updated or replaced, provided that the replacement facilities are not greater in number or size than the existing facilities and there shall be no change in their location, or any structural alteration made of the Tower by Tenant. Tenant shall provide the Village with a monthly log of any visits to the Premises pursuant to this paragraph.

b. For all other improvements on the Premises, Tenant shall submit to the Village a detailed proposal for any such replacement facilities and any supplemental

materials as may be requested, for the Village's evaluation and approval. Such approval shall be in writing. The Village may not unreasonably withhold, delay or condition said approval, provided that Tenant has complied with all applicable governmental requirements.

8. Maintenance.

a. Tenant shall, at its own expense, maintain the Premises and any equipment on or attached to the Premises in a safe condition, in good repair and in a manner suitable to the Village so as not to conflict with the use of or other leasing on the Tower, related facilities or other equipment of other tenants.

b. Tenant shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, and leasehold improvements, and shall keep the same in good repair and condition during the Lease term; provided, however, if any such repair or maintenance is required due to the acts of the Village, its agents or employees, the Village shall reimburse Tenant for the reasonable costs incurred by Tenant to repair or maintain the same. The Village shall maintain and repair all other portions of the Owned Premises, including but not limited to the Tower, in a proper operating and reasonably safe condition.

c. Commencing with the Commencement Date of this Lease, and continuing thereafter for as long as Tenant is obligated to pay rent to the Village under this Lease, Tenant shall pay to the Village, with and at the same time as each payment of annual rent, an additional sum in an amount equal to any actual documented reasonable expenses incurred for maintenance of the Tower as a direct result of the Tenant's Antenna Facilities.

d. Tenant shall keep the Premises free of Tenant's debris and anything of a dangerous, noxious or offensive nature, which would create a hazard or undue vibration, heat, noise or interference.

e. In the event the Village of painting, construction or other alterations on the Tower, if in the Village's reasonable judgment Tenant must relocate its antennas to accommodate such work, Tenant shall be required upon thirty (30) days written notice to temporarily relocate its antennas onto a cell on wheels (a "COW") until such work has been completed. In the event that Village does not require Tenant to relocate its antenna to accommodate such work, Tenant shall take reasonable measures at Tenant's cost to cover Tenant's equipment, personal property or Antenna Facilities and protect such from paint and debris fallout which may be expected to occur during the painting, construction or alteration process. Tenant agrees not to make any claim for damages or reimbursement of revenue from the Village due to any loss of service during the maintenance or repair. Tenant may install temporary antenna facilities at the Owned Premises during periods of maintenance that interfere with Tenant's intended uses. Said facilities may not be erected more than fourteen (14) days prior to commencement of the interfering maintenance activity, and must be removed no more than fourteen (14) days following the elimination of the interference. Under no

circumstances shall the height of the temporary facility exceed the height of the Tower.

f. Tenant agrees to reimburse the Village for any cleaning and re-coating costs of the Tower that are directly incurred due to the installation of Tenant's antennas or other improvements. the Village shall provide Tenant with reasonable evidence that such costs were due to Tenant's installation.

9. Premises Access.

a. Tenant and its authorized representatives shall have reasonable right of ingress and egress to and from the Premises twenty-four (24) hours a day, seven (7) days a week, subject to means reasonably designated by the Village and at no cost to Tenant. The Tenant acknowledges that the safety of the municipal water system is of utmost priority. The Village will provide written procedures, which the Tenant shall follow to obtain access. The Village may modify such procedures, in its sole and absolute discretion.

b. Upon prior written notice to the Tenant and with the written consent of Tenant or under the supervision of Tenant (except in case of emergency where no notice or consent is required) the Village shall be allowed and granted access to the Tenant's improvements at reasonable times to examine and inspect such improvements for safety reasons or to ensure that the Tenant's covenants are being met. Nothing herein shall prohibit the Village from using any portion of the Tower or Premises not occupied by the Tenant.

10. Utilities. Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall timely pay all costs associated therewith. The Village shall cooperate with the Tenant in Tenant's efforts to obtain utilities from any location provided by the Village, or servicing utility, including the signing of an easement agreement or other instrument reasonably required by any utility company, following approval of same by the Village, which approval shall not be unreasonably withheld, conditioned or delayed. For the term of this Lease, Tenant shall be allowed and granted a utility easement to install a telephone service line across the Owned Premises to the Premises.

11. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

12. Approvals: Compliance with Laws. Tenant's use of the Premises and its obligations hereunder are contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Tenant shall erect, maintain and operate its Antenna Facilities in accordance with site standards, statutes, ordinances, rules and regulations now in

effect or that may be issued thereafter by the Federal Communications Commission or any other governing bodies.

13. Interference.

a. Tenant's installation, operation, and maintenance of its Antenna Facilities and/or transmission facilities shall not damage or interfere in any way with the Village's operations or related repair and maintenance activities or with such activities of other existing tenants on the Tower, if any, including the East Shore Radio Network. Prior to the installation of the Tenant's Antenna Facilities, the Tenant shall provide the Village with evidence that it has coordinated such installation with other existing tenants. Tenant agrees to cease all such actions which materially interfere with the Village's use of the Tower as soon as practical upon actual notice of such interference, provided however, in such case, Tenant shall have the right to terminate the Lease. The Village, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Tower and/or the Premises in connection with its operations as may be necessary, including leasing parts of the Tower to others, provided that the Village shall take all reasonable action to prevent future tenants from conducting any activities which cause broadcast interference with Tenant's reception or signals.

b. Before approving the placement of Tenant's Antenna Facilities installation, the Tenant, without any unreasonable delay, shall provide, at Tenant's expense, an interference study or studies, from company(s) or consultant(s) approved by the Village, indicating whether the proposed Antenna Facilities will interfere with existing communications facilities on the Tower, and an engineering study indicating whether the Tower is able to structurally support the proposed Antenna Facilities without prejudice to the Village's primary use of the Tower.

c. The Village does not guarantee to Tenant subsequent noninterference with Tenant's telecommunications operations, provided, however, that in the event any other party except a governmental unit, office or agency requests a lease and/or permission to place any type of additional antenna or transmission facility on the Tower, the procedures of this paragraph shall govern to determine whether such antenna or transmission facility will interfere with Tenant's transmission operations.

d. If the Village receives any such third party request. The Village shall submit a proposal complete with all technical specifications requested by Tenant, to Tenant for review for noninterference; however, the Village shall not be required to provide Tenant with any specifications or information reasonably and in good faith claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. Tenant shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Tenant to the installation of antennas or transmission facilities pursuant to said proposal. If Tenant gives notice of objection due to interference during such thirty (30) day period and Tenant's

objections are verified by the Village to be valid, then the Village shall not proceed with such proposal unless the Village modifies the proposal in a manner determined, in Tenant's reasonable judgment to eliminate the interference. Such judgment shall be made upon generally accepted engineering principles, to adequately reduce the interference. In that case, the Village may proceed with the proposal.

e. The Village, or a governmental unit of the Village, or any third party which the Village contracts with for the provision of services, may be allowed to place antenna or other communications facilities on the Tower in compliance with FCC Rules and Regulations, regardless of potential or actual interference with Tenant's use, provided however, if Tenant's use of the Premises is materially affected, Tenant may terminate this Lease. Further, Tenant's use and operation of its facilities shall not interfere with the use and operation of the Village's emergency services communications system which is to be placed upon the Tower pursuant to the provisions of Paragraph 8. If Tenant's facilities cause interference with such system, Tenant shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Tenant shall immediately cease operating its Antenna Facilities until the interference has been eliminated (except for periodic testing necessary to determine if the interference has been eliminated). If the interference cannot be eliminated by the Tenant, and Tenant provides notice of same to the Village, and the Village wishes to continue the use of the Tower for its purposes as set forth herein, Tenant may terminate this Lease without further obligation thereafter, except as to the removal of the Antenna Facilities by Tenant. Within thirty (30) days after receipt of Tenant's notice of termination the Village shall have the right to remove or correct the interference, and if corrected or removed, Tenant's notice of termination shall be null and void and this Lease shall continue in full force and effect.

f. Tenant's use and operation of its facilities shall not interfere with the use and operation of other communication facilities that may be placed on the Tower. If Tenant's facilities cause interference, Tenant shall take all measures reasonably necessary to correct and eliminate the interference, including but not limited to working in a cooperative manner with the operator of the other communication facility. In the event Tenant is unable to correct such interference after reasonable efforts, the other operator shall be required to cease operating its facility and make such modifications until the interference has been eliminated (except for periodic testing necessary to determine if the interference has been eliminated).

14. Default and Remedies.

a. It shall be a default if Tenant defaults in the payment or provision of Rent or any other sums to Village when due, or the provision or procurement of insurance, and does not cure such default within thirty (30) days; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure other default within thirty (30) days after written notice from the Village specifying the default complained of; or if Tenant abandons or vacates the Premises; or if Tenant is adjudicated a bankrupt or makes any assignment for the benefit of creditors; or if

Tenant becomes insolvent. Notwithstanding the above, if any non-monetary default may not reasonably be cured within the thirty (30) day period, any remedy available to the Village may not be invoked if Tenant commences action to cure such default within such thirty (30) day period and proceeds with due diligence to fully cure the default within a reasonable period of time thereafter, however in no event to exceed an additional ninety (90) days.

b. In the event of a default, the Village shall have the right, at its option, in addition to and not exclusive of any other remedy the Village may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either (a) declare this Lease at an end, in which event Tenant shall immediately pay the Village a sum of money equal to the total of (i) the amount of the unpaid rent accrued through the date of termination of the current lease year, if not already paid; and (ii) any other amount necessary to compensate the Village for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease; or (b) without terminating this Lease, re-let the Premises, or any part thereof, for the account of Tenant upon such terms and conditions as the Village may deem advisable, and any monies received from such re-letting shall be applied first to the expenses of such re-letting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due the Village hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay the Village any deficiency monthly, notwithstanding that the Village may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and the Village may bring an action therefor as such monthly deficiency shall arise. Tenant's obligation under this subsection (b) shall terminate one year from date of default or the end of the current lease year, whichever occurs first.

c. No re-entry and taking of possession of the Premises by the Village shall be construed as an election on the Village's part to terminate this Lease, regardless of the extent of renovations and alterations by the Village, unless a written notice of such intention is given to Tenant by the Village. Notwithstanding any re-letting without termination, the Village may at any time thereafter elect to terminate this Lease for such pervious breach.

d. If suit is brought by the Village for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease or because of the breach of any other covenant, the Tenant shall pay to the Village all expenses incurred therefor, including reasonable attorney fees. Such sums shall be deemed so much Additional Rent.

15. Cure by Village. In the event of any default of this Lease by Tenant, the Village may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Village is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting,

prosecuting or defending any action to enforce the Village's rights under this Lease, the sums so paid by Village, with all interest, costs and damages shall be deemed to be Additional Rent and shall be due from the Tenant to Village on the first day of the month following the incurring of the respective expenses.

16. Optional Termination. This Lease may be terminated (a) by Tenant at any time if it is unable (after exercising all due diligence) to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antenna Facilities or Tenant's business (if termination pursuant to this subsection occurs prior to the Commencement Date or prior to the construction or installation of any of Tenant's improvements, Tenant shall have no further rights or obligations of any kind hereunder); (b) by Tenant at any time after the fifth anniversary of the Commencement Date if Tenant reasonably determines that the Antenna Facilities have, for technological reasons, become impracticable or unnecessary for Tenant's wireless communications services, provided Tenant gives Village one hundred twenty (120) days prior written notice of Tenant's determination to terminate this Lease for such cause; (c) by Village if the Village decides in its sole discretion, for any reason, to discontinue use of the Tower so long as the Village actually dismantles the Tower and provides not less than one hundred eighty (180) days notice in advance (except in the case of damage to the Tower, in which case a shorter reasonable notice shall suffice in light of the circumstances) of the scheduled date of the dismantling of the Tower to Tenant in writing; (d) by Village if it determines, based on generally accepted engineering principles, that the Tower is structurally unsound, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Tower from any source, or factors relating to the condition of the Tower; or (e) by Village if determined by federal or state law, or upon a final determination by the FCC or other federal or state governmental agency having authority over the Antenna Facilities that continued use of the Tower by Tenant for its Antenna Facilities is in fact a threat to health, safety or welfare or violates applicable laws or regulations; (f) by Tenant if Village defaults in the performance of its obligations under this Lease after Village is afforded the same notice and cure periods as provided to Tenant in Section 14; (g) by Village if Tenant defaults in the performance of its obligations under this Lease after Tenant is afforded notice and opportunity to cure as provided in Section 14; (h) in the event of a termination by the Village pursuant to paragraph (b) above, notwithstanding the length of the notice provided by Village to Tenant, Tenant shall have the right to continue the use of the Tower for its Antenna Facilities until thirty (30) days prior to the date that the Tower is dismantled provided that rent shall be paid through that date.

Upon termination of this Lease for any reason, Tenant shall remove its equipment, personal property, Antenna Facilities, and leasehold improvements from the Premises on or before the date of termination, and shall return the Premises to its original condition, normal wear and tear and casualty loss which is not caused by the Tenant, excepted, and shall repair any damage to the Premises caused by such property or facilities. Any equipment, personal property, Antenna Facilities and/or leasehold improvements which are not removed by the end of Lease term shall become the property of Village.

17. Liquidated Damages & Termination. Notice of Tenant's termination pursuant to paragraph 16(a) or (f) shall be given to Village in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. Notice of Tenant's termination pursuant to paragraph 16(b) shall be given to Village in writing by certified mail, return receipt requested, accompanied by an early termination fee equal to four (4 months) rent (one-third of the then applicable annual Base Rent). All rentals paid for the Lease of the Premises prior to said termination date shall be retained by Village unless such termination is due to the Village's failure of proper ownership or authority, or such termination is a result of the Village's default. Upon any such termination, this Lease shall become null and void and the Parties shall have no further obligations to each other, except that rental payments to the Village shall continue as liquidated damages for the remainder of the current Lease term if the termination is made by the Village pursuant to paragraph 16(g), and further provided that Village has not elected the remedies set forth in Paragraph 14.

18. Alteration, Damage or Destruction. If the Tower or any portion thereof is altered, destroyed or damaged so as to materially hinder Tenant's effective use of the Antenna Facilities through no fault or negligence of Tenant, Tenant give the Village written notice of the material hindrance caused by such alteration, damage, or destruction and Tenant's intention to terminate the Lease if the Village fails to either (a) promptly remedy the alteration, damage or destruction so as to restore the effective use of the Antenna Facilities, or (b) provide written assurances to the Tenant that the Village will take prompt and effective action to remedy the alteration, damage or destruction so as to restore the effective use of the Antenna Facilities. In the event the Village fails to remedy the alteration, destruction, or damage so as to restore the effective use of the Antenna Facilities within sixty (60) days, or such other period of time as may be agreed by and between the Parties, Tenant may elect by written notice to the Village to terminate this Lease and Tenant shall be entitled to the reimbursement of any rent prepaid by Tenant. Village shall have no obligation to undertake any repair to the Tower.

19. Condemnation. In the event the entire Owned Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Owned Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain, either Party shall have the right to terminate this Lease as of said date of the taking by the condemning party and the rental shall be prorated appropriately, and neither Party shall have any further liability thereafter. If only a portion of the Premises is taken and Tenant does not elect to terminate this Lease, then Tenant shall continue its rental payments provided under this Lease, but will abate proportionately as to the portion taken which is not then usable by Tenant, and the Village shall make all necessary repairs and all alterations to restore the portion of the Premises remain in and to as near their former condition as circumstances will permit (at a cost not to exceed the Village's proceeds from such condemnation). In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Village shall receive full amount

of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Village. Tenant shall have the right to claim and recover from the condemning authority but not from Village, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities, and leasehold improvements.

20. Indemnity and Insurance. The Village does not waive the immunities provided by law to itself, its officers, officials, employees, or agents, including, but not limited to, those under the Illinois Tort Immunity Act, however, to the extent any claim may be asserted or liability may exist for which said immunity does not apply, the Tenant shall, and does hereby agree to, indemnify, save, defend and hold harmless, the Village as follows:

a. Disclaimer of Liability. Village shall not at any time be liable for injury or damage occurring to any person or property construction, maintenance, repair, use, Tenant's Antenna Facilities. The Village shall not, at any time, be liable for injury or damage from any cause whatsoever arising out of Tenant's operation, condition or dismantling of the Premises; or;

b. Indemnification by Tenant. Tenant shall, at its sole cost and expense, indemnify and hold harmless Village and its officers, officials, employees, attorneys, contractors and agents (hereinafter referred to as "Village Indemnities"), from and against any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Village Indemnitees by reason of any negligent or wrongful act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors in or about the Premises resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, excepting, however, such claims or damages as may result from or be caused by the negligent or wrongful acts or omissions of Village or its officers, employees, agents or representatives. In addition, Tenant shall defend and indemnify Village Indemnitees from and against any claims, action, suits, liabilities and damages arising out of Tenant's failure to comply with any federal, state or local statute, ordinance or regulation in connection with Tenant's installation, maintenance, operation and use of Tenant's Antenna Facilities on the Premises.

c. Indemnification by Village. Village shall, at its sole cost and expense, indemnify and hold harmless Tenant and its officers, officials, employees, attorneys, contractors and agents (hereinafter referred to as "Tenant Indemnities"), from and against any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon,

incurred by or be asserted against the Tenant Indemnitees by reason of any negligent or wrongful act or omission of Village, its personnel, employees, agents, contractors or subcontractors in or about the Premises resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, excepting, however, such claims or damages as may result from or be caused by the negligent or wrongful acts or omissions of Village or its officers, employees, agents or representatives.

d. Lien Claims. Tenant shall not suffer or permit any liabilities, obligations, damage, penalties, claims, liens, costs, charges, losses or expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultant), to be asserted against the Village its officers, employees, agents or representatives or to be imposed upon the Premises by reason of any claim or lien arising out of work, labor, material, or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Tenant's Antenna Facilities., Upon the written request of Village, Tenant shall cause such claims or liens covering Village's property to be discharged or bonded within thirty (30) days following such request.

e. Tenant Securities and Financing. Tenant shall not suffer or permit any liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses or expenses (including, without limitation, reasonable fee and expenses of attorneys, expert witnesses and consultants), to be asserted against the Village or its officers, employees, agents or representatives or to be imposed upon the Premises reason of any Tenant financing, any securities offering by Tenant, or any violation of the common law or any law, statute, or regulations of the State of Illinois or United States, including those of the Federal Securities and Exchange Commission, by Tenant or any entities affiliated with Tenant.

f. Assumption of Risk. Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Owned Premises, and Tenant hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of the Tenant's installation, operation, maintenance, condition or use of the Premises or Tenant's Antenna Facilities or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

g. Defense of Indemnitees. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel reasonably acceptable to the Village; provided, however, that Tenant shall not admit

liability in any such matter on behalf of the Indemnitees without the written consent of Village and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

h. Notice, Cooperation and Expenses. Village shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Village from cooperating with Tenant and participating in the defense of any litigation by Village's own counsel. If Tenant has engaged counsel to defend any Indemnitee pursuant to section (d) above, such Indemnitee shall pay all expenses incurred by Indemnitee relating to its own independent counsel and defense in such actions or proceedings. Tenant shall pay all reasonable expenses incurred by any Indemnitee that has not retained independent counsel in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and shall also include the reasonable value of any service rendered by the Village's attorney, and the actual expenses of Village's agents, employees or expert witnesses, and disbursements and liabilities assumed by Village in connection with such suits, actions or proceedings but shall not include attorneys fees for services that are unnecessarily duplicative of services provided Village by Tenant.

If Tenant requests Village to assist it in such defense then Tenant shall pay all reasonable expenses incurred by Village in response thereto, including defending itself with regard to any such action, suits or proceedings. These expenses shall include all out-of-pocket expense, such as reasonable attorney fees and shall also include the costs of any services rendered by the Village's attorney, and the actual expenses of Village's agents, employees or expert witnesses, and disbursements and liabilities assumed by Village in connection with such suits, actions or proceedings.

i. Insurance. During the term of the Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable statutory requirement and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

ii. Commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

iii. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

iv. At the start of and during the period of any construction, builders all-risk or equivalent property insurance, together with an installation floater or equivalent property coverage covering personal property of Tenant which are to be used in or incidental to the installation of the Antenna Facilities. Upon completion of the installation of the Antenna Facilities, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antenna Facilities. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

v. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claim made basis.

vi. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

j. Additional Insureds. All policies, except for property insurance and worker's compensation policies, shall name Village and its elected and appointed officials, employees, contractors, consultants (including its attorneys and engineers) and all associated, affiliated, allied and subsidiary entities of Village, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents, and consultants, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds").

k. Evidence of Insurance. Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, shall be filed and maintained with Village annually during the term of the Lease. Tenant shall immediately advise Village of any claim or litigation that may result in liability to Village.

l. Cancellation of Policies of Insurance. All insurance policies maintained pursuant to this Lease shall provide at least thirty (30) days prior written notice to Village by the Tenant of any intention not to renew such policy or to cancel, replace, reduce the coverage amounts or otherwise materially alter the coverage provisions of same, such notice to be given by registered mail to the Parties named in this paragraph of the Lease.

m. Insurance Companies. All insurance shall be effected under valid and enforceable policies, insured by insurers authorized to do business by the State of Illinois or surplus line carriers on the State of Illinois Insurance Commissioner's

approved list of companies qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

n. Contractors. Tenant shall require that each and every one of its contractors and their subcontractors carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of this paragraph with appropriate limits of insurance.

o. Review of Limits. Once during each calendar year during the term of this Lease, Village may review the insurance coverages to be carried by Tenant. The limits of liability set out in this Article may be increased or decreased by the Village's consent, which consent will not be unreasonably withheld, in the event of any factors or occurrences, including but not limited to, substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase or decrease Village's exposure to risk. . Notwithstanding the above, if Village reasonably determines that higher limits of coverage are necessary to protect the interests of Village or the Additional Insureds, Tenant shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

p. Village's Insurance. Village shall adequately insure, or self-insure, the Tower and all other improvements of Village on the Owned Premises against damage caused by fire, storm and other casualties.

q. Waiver of Subrogation. Notwithstanding anything herein to the contrary, each Party hereby waives its right of recovery against the other for any loss or damage covered by the first party property insurance policies required to be maintained by the Parties. To the extent permitted pursuant to said policies, each Party will cause its insurance company to waive all rights of subrogation and recovery against the other Party in connection with any damage or loss covered by its own insurance policies.

s. Survival of Indemnification Provisions. The indemnification herein shall survive the expiration or earlier termination of this Lease.

21. Hazardous Substance Indemnification. Except as agreed by Village, Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it shall not store or dispose on the Premises nor transport to or over the Premises any hazardous substance except in accordance with all applicable laws and regulations regarding same. Tenant further agrees to hold Village harmless from and indemnify Village against any release of any such hazardous substance and any damage, loss or expense or liability resulting from such release which was caused by Tenant or its employees or agents, including all reasonable attorneys' fees, costs and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or

designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

Village further agrees that its use of the Owned Premises will not generate any hazardous substance, and that it will not store or dispose on the Owned Premises nor transport to or over the Owned Premises any hazardous substance except in accordance with all applicable laws and regulations regarding same. Nothing herein shall be deemed to prohibit the storage or transportation of petroleum products or other products commonly used in association with the provision of water services, or public works projects by the Village. The Village further agrees to hold Tenant harmless from and indemnify Tenant against any existing contamination or previous release of any hazardous substance and any damage, loss, or expense or liability resulting from such release, including all attorneys' fees, costs and penalties incurred by Tenant as a result thereof, except for any release caused by Tenant, its employees or agents.

22. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the Village, shall be construed to be a tenancy from month to month at two times the rent herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

23. Subordination of Lease. This Lease is subordinate to any bond, mortgage, deed of trust, or other financing vehicle, available to the Village, now or in the future of record against the Owned Premises, or otherwise. However, promptly after the Lease is fully executed, the Village shall use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to Tenant from the holder of any such financing vehicle. The holder of any future financing shall agree in writing not to disturb Tenant's rights hereunder, unless Tenant is in default, as a condition of any future subordination.

24. Removal of Facilities and Performance Bond.

a. Upon termination or expiration of this Lease for any reason, Tenant shall at its expense, promptly and diligently remove all of the Antenna Facilities and any personal property installed in or on the Premises, as reasonably directed by the Village, and leave the Premises in the same or better condition as existed prior to the date of this Lease, reasonable wear and tear and casualty loss not caused by the Tenant excepted.

b. Prior to the Commencement Date of this Lease, the Tenant shall provide to the Village a performance bond or letter of credit (which instrument is provided shall be at the Tenant's option) in the amount of Fifty Thousand Dollars (\$50,000.00). This performance bond shall be kept in full force and effect during the term of this Lease, and each renewal thereof, to ensure that the Antenna Facilities shall be removed and the Premises restored at the termination or expiration of this Lease. The

Village shall be named as obligee of such bond, and such bond shall be subject to the approval of the Village, which approval shall not be unreasonably withheld, or conditioned.

23. Acceptance of Premises. By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Village makes no representation or warranty with respect to the condition of the Premises and Village shall not be liable for any latent or patent defect in the Premises.

26. Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than twenty (20) days prior request by Village, deliver to Village a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications; (b) the dates to which rent and other charges have been paid; (c) so far as the person making the certificate knows, Village is not in default under any provisions of the Lease; and (d) such other matters as Village may reasonably request.

27. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested or delivered by overnight carrier, to the following addresses:

If to Village, to:

Village Manager
Village of Deerfield
850 Waukegan Road
Deerfield, IL 60015-3206

With copies to:

Peter D. Coblentz
Rosenthal, Murphey & Coblentz
30 N. LaSalle. St., Suite 1624
Chicago, IL 60602

If to Tenant, to:

T-Mobile Central LLC
c/o T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

With copies to:

VoiceStream GSM I Operating Company, LLC
c/o T-Mobile USA, Inc.
8550 W. Bryn Mawr
Chicago, IL 60631
Attn: Market Director

and

VoiceStream GSM I Operating Company, LLC
c/o T-Mobile USA, Inc.
8550 W. Bryn Mawr Avenue
Chicago, Illinois, 60631
Attn: Lease Administration Manager

28. Taxes.

a. Tenant shall pay all real estate taxes (in accordance with the provisions of paragraph 3c above) and personal property taxes (or payments in lieu of taxes) and assessments for the Premises, if any, which become due and payable during the term of this Lease. All such payments shall be made, and evidence of all such payments shall be provided to Village, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises. The Tenant shall attempt to have any tax bill or assessment notice related to the Premises delivered directly to Tenant. If the Tenant is not able to obtain direct delivery of same, Village shall deliver a copy of any tax bill or notice of assessment received by Village, to Tenant within thirty (30) days of Village's receipt of same, but in no event, later than fifteen (15) days prior to the deadline date for the filing of any objection thereto. Tenant shall have the right, at its own expense, and, if necessary in the name of but without expense to Village, to contest, by appropriate proceedings, conducted with due diligence and in good faith, the validity of the amount of taxes or assessment applicable to the Premises. The Tenant shall provide the Village with a copy of all filings related to any tax bill or assessment, including challenges to same, decisions, or proof of payment.

b. Tenant shall indemnify Village from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes attributable to Tenant owed or assessed on the Premises.

c. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments now imposed on property there is imposed a tax upon or against the rentals payable by Tenant to Village, Tenant shall pay those amounts in the same manner as provided for the payment of real and personal property taxes.

29. In the event that the Parties have executed this Lease prior to the completion of hearings before the Plan Commission and the granting of any zoning entitlements which may be required to implement the Antenna Facilities described herein, then the Parties agree that this Lease is contingent upon same, and that in the event that same are not granted by the Plan Commission, and/or the Village in its sole discretion, then this Lease shall be null and void and of no further force and effect. To the extent that this Lease has been executed prior to such referenced approvals, the Tenant acknowledges that no representation has been made that said zoning, or other approvals will be granted. Further, the Parties agree that this Lease is also contingent upon the comment of existing tenants regarding the proposed installation pursuant to the terms of their respective lease agreements, and the notice from the Village to the tenants.

30. Assignment.

a. Tenant may not assign this Lease or sublet the Premises to any other person, firm, partnership, corporation or entity without the prior written consent from Village. This prohibition on assignment of subletting shall be deemed to prohibit the Tenant from leasing or assigning any portion of its rights hereunder, or any portion of the broadcast spectrum, band width, or Antenna Facility, to any other person, firm, corporation, partnership or entity unless specifically permitted by the Village in its sole discretion. Notwithstanding the foregoing, Tenant shall have the right to sublease or assign its rights under this Agreement (without the consent of the Village) to any of its subsidiaries, affiliates, or successor legal entities, to any entity acquiring all or substantially all of the assets of Tenant or to any subsidiary or affiliate of T-Mobile USA, Inc. upon and following notice to the Village.

b. Nothing in this Lease shall preclude Village from leasing other space for communications equipment, or otherwise, to any person, firm, partnership, corporation or entity which may be in competition with Tenant, or any other Party, provided that any future Tenants shall not cause broadcast interference with Tenant's reception or signals or interfere with Tenant's access or right to quiet enjoyment.

31. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

32. Miscellaneous.

a. Village and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease and that the person signing this Lease has the authority to bind the Party.

b. This Lease constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both Parties.

c. This Lease shall be construed in accordance with the laws of the State of Illinois.

d. Unless otherwise explicitly provided in this Lease, any reference to laws, ordinances, rules or regulations shall include such laws, ordinances, rules or regulations as they may be amended, modified or succeeded from time to time.

e. It is agreed between the Parties that, in the event of any dispute involving, arising out of, or concerning this Lease in any way, that venue shall lie in the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois.

f. If any term of this Lease is found to be void or invalid, such invalidity shall not effect the remaining terms of this Lease, which shall continue in full force and effect.

g. Each Party certifies hereby that it is not barred from entering into this Lease as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code in that it has a written sexual harassment policy in place, in full compliance with 775 ILCS 5/2-105 (A) (4).

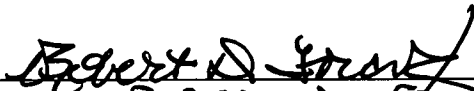
h. *[Intentionally Omitted]*

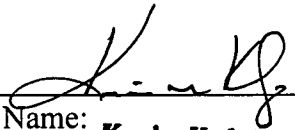
i. If requested by Tenant, Village agrees to promptly execute and deliver to Tenant a recordable Memorandum of Lease.

IN WITNESS WHEREOF, this Lease has been executed by duly authorized representatives of the Parties as of the date first set forth above.

VILLAGE:
Village of Deerfield

TENANT:
T-Mobile Central LLC

By: 
Print Name: ROBERT D. PRADZ
Title: VILLAGE MANAGER

By: 
Print Name: Kevin Kulaga
Title: Area Director
Engineering & Operations

Social Security # (or FEIN):

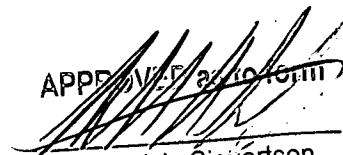

Michael A. Sievertson

EXHIBIT A (LEGAL DESCRIPTION)

Order No: 10857101
Customer Reference No.: CH41375C/4550120288

THAT PART of the South 242.2 feet of the North 877.6 feet of that part of the Southwest Quarter of Section 33, Township 43 North, Range 12, East of the 3rd Principal Meridian, lying between the center line of Waukegan Road and the Easterly line of the right-of-way of the Chicago, Milwaukee and St. Paul Railroad, described as follows:

BEGINNING at the intersection of the North line of the South 242.2 feet of the North 877.6 feet of the Southwest Quarter of Section 33 aforesaid, and said Easterly line of the right-of-way of the Chicago, Milwaukee and St. Paul Railroad, running thence Southeasterly along the Easterly line of the right-of-way of said Chicago, Milwaukee and St. Paul Railroad, 200 feet; thence Northeasterly 214.12 feet, more or less, to a point on said North line of the South 242.2 feet of the North 877.6 feet of the Southwest Quarter of Section 33, 200 feet East of the place of beginning; thence West along said North line of the South 242.2 feet of the North 877.6 feet of the Southwest Quarter of Section 33, 200 feet to said Easterly line of the right-of-way of the Chicago, Milwaukee and St. Paul Railroad and the place of beginning, in Lake County, Illinois.

AND BEING the same property conveyed to Village of Deerfield, a municipal corporation from Allis-Chalmers Manufacturing Company, a Delaware corporation, by Quit Claim Deed dated November 25, 1959 and recorded February 19, 1960, in Deed Book 1765, Page 72.

Parcel Identification No. 16-33-300-004

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

PROPOSED LEASE AREA DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWEST CORNER OF LOT 2 IN THE CORPORATE 500 SUBDIVISION AND THE EASTERLY LINE OF METRA RAILROAD; THENCE NORTH 25 DEGREES 16 MINUTES 10 SECONDS WEST ALONG THE EASTERLY LINE OF SAID METRA RAILROAD, 71.04 FEET; THENCE NORTH 32 DEGREES 21 MINUTES 34 SECONDS WEST, 171.36 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 15.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 20.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 15.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 300.00 SQUARE FEET, ALL IN LAKE COUNTY, ILLINOIS.

PROPOSED ACCESS / UTILITY EASEMENT DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWEST CORNER OF LOT 2 IN THE CORPORATE 500 SUBDIVISION AND THE EASTERLY LINE OF METRA RAILROAD; THENCE NORTH 25 DEGREES 16 MINUTES 10 SECONDS WEST ALONG THE EASTERLY LINE OF SAID METRA RAILROAD, 71.04 FEET; THENCE NORTH 32 DEGREES 21 MINUTES 34 SECONDS WEST, 171.36 FEET TO THE NORTHWEST CORNER OF HEREON DESCRIBED LEASE AREA; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LEASE AREA, 3.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 54.02 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 210.32 FEET; THENCE SOUTH 72 DEGREES 27 MINUTES 41 SECONDS EAST, 158.61 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 18 SECONDS WEST, 39.80 FEET; THENCE NORTH 72 DEGREES 27 MINUTES 41 SECONDS WEST, 118.81 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 196.47 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 42.02 FEET TO THE NORTHEAST CORNER OF SAID LEASE AREA; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LEASE AREA, 12.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4,681.51 SQUARE FEET, ALL IN LAKE COUNTY, ILLINOIS.

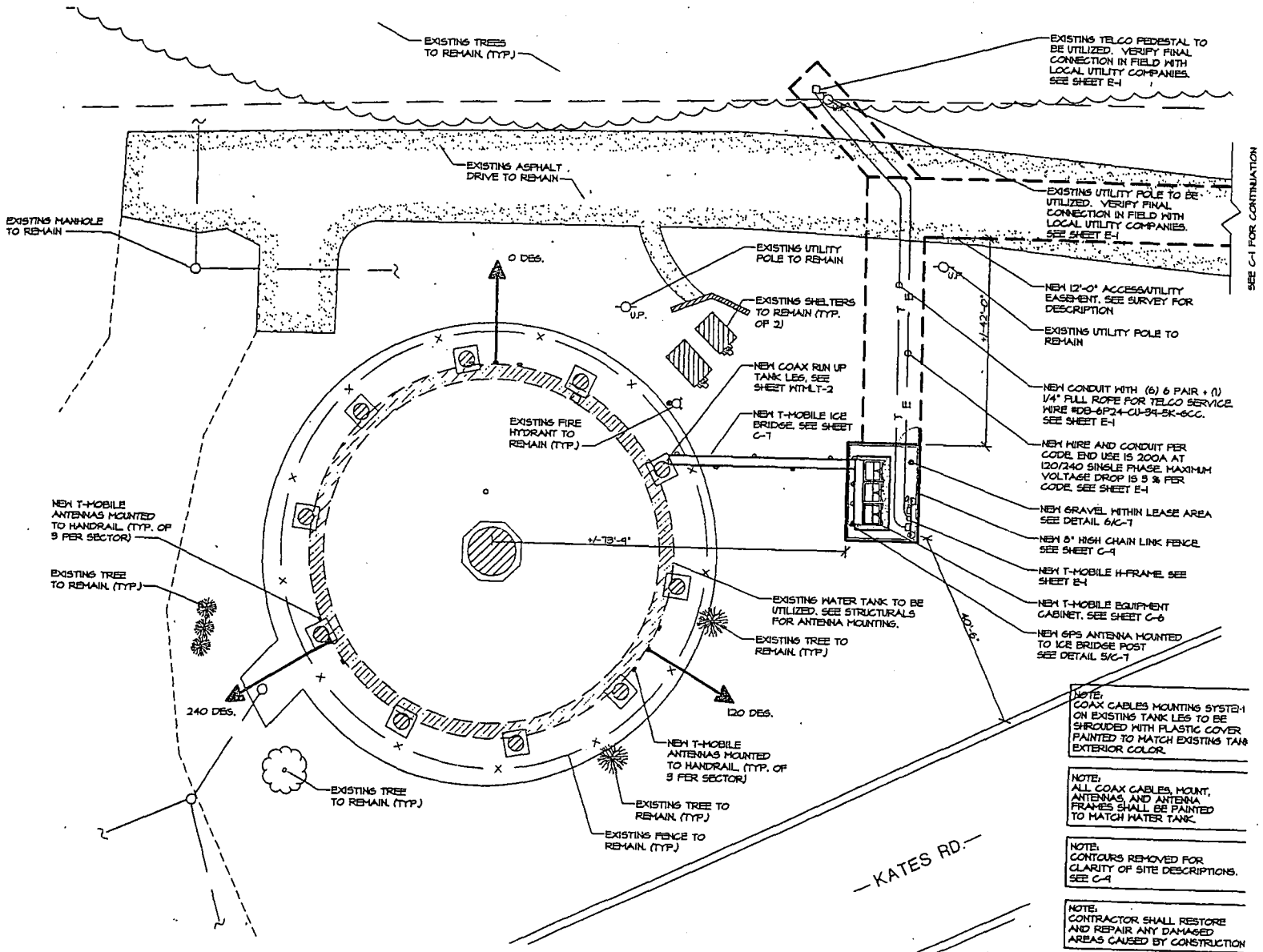
PROPOSED UTILITY EASEMENT DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWEST CORNER OF LOT 2 IN THE CORPORATE 500 SUBDIVISION AND THE EASTERLY LINE OF METRA RAILROAD; THENCE NORTH 25 DEGREES 16 MINUTES 10 SECONDS WEST ALONG THE EASTERLY LINE OF SAID METRA RAILROAD, 71.04 FEET; THENCE NORTH 32 DEGREES 21 MINUTES 34 SECONDS WEST, 171.36 FEET TO THE NORTHWEST CORNER OF HEREON DESCRIBED LEASE AREA; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LEASE AREA, 3.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 54.02 FEET TO THE NORTHWEST CORNER OF HEREON DESCRIBED PROPOSED ACCESS / UTILITY EASEMENT SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 41 DEGREES 42 MINUTES 21 SECONDS WEST, 23.55 FEET; THENCE NORTH 48 DEGREES 17 MINUTES 39 SECONDS EAST, 8.00 FEET; THENCE SOUTH 41 DEGREES 42 MINUTES 21 SECONDS EAST, 30.68 FEET TO A POINT ON THE NORTH LINE OF SAID PROPOSED ACCESS / UTILITY EASEMENT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE, 10.72 FEET TO THE POINT OF BEGINNING, CONTAINING 216.93 SQUARE FEET, ALL IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

**SITE PLAN AND PRELIMINARY CONSTRUCTION DRAWINGS
(DESCRIPTION OF ANTENNA FACILITIES)**



SEE C-1 FOR CONTINUATION

ENLARGED SITE PLAN
SCALE: 1" = 20'-0"



NOTE:
COAX CABLES MOUNTING SYSTEM ON EXISTING TANK LEGS TO BE SHROUDED WITH PLASTIC COVER PAINTED TO MATCH EXISTING TANK EXTERIOR COLOR.

NOTE:
ALL COAX CABLES, MOUNT, ANTENNAS, AND ANTENNA FRAMES SHALL BE PAINTED TO MATCH WATER TANK.

NOTE:
CONTOURS REMOVED FOR CLARITY OF SITE DESCRIPTIONS. SEE C-4

NOTE:
CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION

UTILITY VERIFICATION NOTE:
CONTRACTOR SHALL VERIFY ALL EXISTING BURIED AND OVERHEAD UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL REPAIR ALL DAMAGED UTILITIES AT HIS OWN COST AND COORDINATE ANY REPAIRS WITH RESPECTIVE UTILITY COMPANY.



Via certified mail

April 23, 2007

Village Manager
Village of Deerfield
850 Waukegan Rd
Deerfield, IL 60015-3206

Re: The Water Tower Site Lease Agreement by and between The Village of Deerfield and T-Mobile Central LLC
Site No.: CH41-375C

Dear Sir or Madam:

Enclosed please find one partially executed Lease for your records, The Village failed to sign this copy however it has been executed by T-Mobile. The other two copies have been fully executed and are retained by T-Mobile for their records.

On behalf of T-Mobile, I would like to thank you for your involvement with the expansion of our wireless network. Should you have any questions during the lease option period, please do not hesitate to contact me at 773-444-5484, if I am unavailable and you need immediate assistance you can contact Tina Whelan at 773-444-5446.

Best Regards,

A handwritten signature in black ink that reads "Val V. Wood".

Val V. Wood
Lease Administrator

Enclosure

Cc: Peter D. Coblantz



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2009

PRODUCER
Aon Risk Insurance Services West, Inc.
Seattle WA Office
1420 Fifth Avenue
Suite 1200
Seattle WA 98101-4030 USA

PHONE: (206) 749-4800 FAX: (206) 749-4860

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
T-Mobile USA, Inc.
its Subsidiaries and Affiliates
12920 SE 38th Street
Bellevue WA 98006 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	Fidelity & Guaranty Ins Co	35386
INSURER C:	United States Fidelity & Guaranty Co.	25887
INSURER D:	Fidelity & Guaranty Ins U/W	25879
INSURER E:	Discover Property & Casualty Ins Co	36463

COVERAGES SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMDDYY)	POLICY EXPIRATION DATE (MMDDYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Incl. _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL0912557	05/01/09	05/01/10	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$25,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS _____	CA0907165 AOS CA0907166 MA	05/01/09	05/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
A				05/01/09	05/01/10	BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$25,000	3323706	05/01/09	05/01/10	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY D003w00359 AOS D003w00362 AZORWI D003w00360 HI If yes, describe under SPECIAL PROVISIONS below		05/01/09	05/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
C		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED?		05/01/09	05/01/10	E.L. EACH ACCIDENT	\$1,000,000
D				05/01/09	05/01/10	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Site Number: CH51128B, Site Name: Deerfield Village Hall, Site Address: 850 Waukegan Road, Deerfield, IL 60015.
 The Certificate Holder is an Additional Insured for General Liability solely as respect to operations of the Named Insured at the above location if required by contract.

CERTIFICATE HOLDER	CANCELLATION
Village of Deerfield Attn: Village Manager 850 Waukegan Road Deerfield IL 60015-3206 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier : Certificate No : 570036764810

FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

This First Amendment to Water Tower Lease Agreement (the "**First Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between Village of Deerfield, an Illinois municipal corporation ("**Landlord**") previously referred to as "Village", and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**") (each a "**Party**", or collectively, the "**Parties**").

Landlord and Tenant entered into that certain Water Tower Lease Agreement dated April 23, 2007, (including all amendments, collectively, the "**Lease**") regarding the leased premises ("**Premises**") located at 700 Kates Road, Deerfield, IL 60015 (the "**Property**").

For good and valuable consideration, Landlord and Tenant agree as follows:

1. At the expiration of the Lease, the term of the Lease will automatically be extended for five (7) additional and successive five (3) year terms, each included as Renewal Term provided that Tenant may elect not to renew by providing Landlord at least thirty (30) days' notice prior to the expiration of the then current Renewal Term.
2. Commencing on June 20, 2025, Tenant shall pay Landlord Three Thousand Five Hundred Fifty-Eight and 66/100 Dollars (\$3,558.66) per month as Rent partial calendar month to be prorated in advance, by the fifth (5th) day of each calendar month. At the commencement of the first Renewal Term provided for in this First Amendment, the escalation set forth in the Lease shall terminate. Thereafter, the Rent will escalate by 15% of the Rent in effect for the previous Renewal Term on June 20, 2028, and on the first day of each Renewal Term thereafter. Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of duplicate Rent by Tenant.
3. Tenant may transmit and receive on any frequencies permitted by law.
4. Notwithstanding anything to the contrary in the Lease and as of the Effective Date of the First Amendment, Tenant may terminate the Lease, upon prior written notice to Landlord, without further liability, for any or no reason. Any prepaid Rent for any time period after the termination date shall be refunded to Tenant within thirty (30) days of termination.
5. If Landlord desires to redevelop, modify, remodel, alter the Property or make any improvements thereon ("**Redevelopment**") and both Parties agree that the Redevelopment necessitates relocation of Antenna Facilities, then: (i) Landlord may require Tenant to relocate Antenna Facilities once during the Term of the Lease; (ii) Landlord shall give Tenant not less than twenty-four (24) months' written notice prior to relocation; (iii) both Parties shall agree upon a suitable area for the relocation; (iv) all costs and expenses associated with or arising out of the relocation, including approval and permitting costs, shall be paid by Landlord; (v) the relocation shall be performed exclusively by Tenant or its agents; (vi) the relocation shall not limit or interfere with

Tenant's Permitted Uses of the Premises; (vii) the relocation shall not result in any interruption, impairment or alteration of the communications services or quality thereof provided from the Antenna Facilities; and (viii) if the Parties cannot agree upon a suitable area for relocation, then Tenant may terminate the Lease in its reasonable judgment upon written notice to Landlord, without penalty or further obligation.

6. Should temporary relocation of the Antenna Facilities be required for Landlord repairs to the Tower or the Premises, then: (i) Landlord may require Tenant to temporarily relocate Tenant's Antenna Facilities once per each Renewal Term of the Lease ("**Temporary Relocation**"); (ii) Landlord shall provide Tenant at least six (6) months' prior written notice of any repairs, maintenance or other work (the "**Work**"), which would require the Temporary Relocation; (iii) the Work will not limit or interfere with Tenant's Permitted Uses; and (iv) Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work. Tenant may elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Tenant coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Tenant shall have the right to reinstall the Antenna Facilities immediately upon the completion of the Work.
7. Tenant shall have the right to assign, or otherwise transfer the Lease, upon Tenant 's delivery to Landlord of written notice of any assignment or transfer by Tenant. Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the assignee, or transferee for performance under the Lease. Tenant shall have the right to sublease the Lease without the need for Landlord's consent.
8. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ CH41375C

If to Landlord:

Village of Deerfield
850 Waukegan Road
Deerfield, IL 60015-3206

9. Tenant and Landlord will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
10. Any charges payable under the Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date in which the charges were incurred or due; otherwise, the same shall be deemed time-barred and be forever waived and released by Landlord.
11. Section 22 of the Lease shall be deleted in its entirety and replaced with the following:

Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at 100% of the Rent herein specified and shall otherwise be for the term and on the conditions herein specified.
12. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Lease, the terms and provisions of this First Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.
13. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.
14. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of First Amendment. If Landlord is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Landlord is solely responsible for all commission, fees or other payment to Agent and (b) Landlord shall not impose any fees on Tenant to compensate or reimburse Landlord for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.
15. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

Landlord:

Village of Deerfield, an Illinois municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

Tenant:

T-Mobile Central LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____