

FIRST AMENDMENT TO TOWER LEASE

This First Amendment to Tower Lease (the “**First Amendment**”) is effective as of the last signature below (the “**Effective Date**”), by and between The Village of Orland Park, an Illinois home rule municipal corporation (“**Landlord**”), 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 Tower Lease dated April 18, 2016 (including all amendments, collectively, the “**Lease**”) regarding the leased premises (“**Premises**”) located at 15800 S. 88th Ave., Orland Park IL 60462 (the “**Property**”).

Terms of renewal from November 1, 2025 to October 31, 2030 are noted in original Tower Lease signed April 18, 2016.

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 four (4) additional and successive five (5) year terms,
 Renewal Term 1: November 1, 2030 – October 31, 2035
 Renewal Term 2: November 1, 2035 – October 31, 2040
 Renewal Term 3: November 1, 2040 – October 31, 2045
 Renewal Term 4: November 1, 2045 – October 31, 2050

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. Notwithstanding anything to the contrary in the Lease, Tenant shall pay Landlord Rent on a quarterly on January 1st, April 1st, July 1st and October 1st of each year pursuant to the Rent Schedule below. The Rent shall escalate by 3% of the Rent in effect for the previous year.

Rent Schedule:

Beginning January 1, 2031	\$16,742.66 per quarter	\$66,970.64 yearly
Beginning January 1, 2032	\$17,244.93 per quarter	\$68,979.75 yearly
Beginning January 1, 2033	\$17,762.28 per quarter	\$71,049.15 yearly
Beginning January 1, 2034	\$18,295.15 per quarter	\$73,180.62 yearly
Beginning January 1, 2035	\$18,844.01 per quarter	\$75,376.04 yearly

Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of duplicate Rent by Tenant.

3. 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, provision of a removal plan, and upon removal of all Tenant's equipment from Landlord's

property 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.

4. Notwithstanding anything to the contrary in the Lease and as of the Effective Date of this First Amendment, the Premises may be used for: (a) the transmission and reception of communication signals; and (b) upon consent of Landlord which shall not be unreasonably withheld, conditioned or delayed, and for no fee or additional consideration, the construction, installation, operation, maintenance, repair, addition, upgrading, removal or replacement of any and all Antenna Facilities (collectively, the "**Permitted Uses**").
5. 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/ CH15405A

If to Landlord:

Village of Orland Park
Attn: Contract Administrator
14700 South Ravina Ave.
Orland Park, IL 60462

With copy to:
Anne Skrodzki, Esq.
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravina Ave. Suite 10
Orland Park, IL 60462

6. 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. 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:

The Village of Orland Park, an Illinois home rule municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

Tenant:

T-Mobile Central LLC, a Delaware limited liability company

By: DocuSigned by:

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Print Name: Bill Lam

Title: Manager

Date: 3/13/2025

