

**A RESOLUTION APPROVING A SITE LEASE AGREEMENT
WITH T-MOBILE CENTRAL LLC**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: A certain site lease agreement by and between the Village of Arlington Heights and T-Mobile Central LLC, leasing space at the water tank located at 2000 S Arlington Heights Rd, Arlington Heights, Illinois, to mount antenna facilities, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village President and Village Clerk are hereby authorized and directed to execute said agreement on behalf of the Village of Arlington Heights.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law and the Village Clerk is hereby directed to record this Resolution and Agreement in the Office of the Recorder of Cook County, Illinois.

AYES:

NAYS:

PASSED AND APPROVED this 3rd day of September, 2019.

Village President

ATTEST:

Village Clerk

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "**Lease**") is effective the date of the last signature on this Lease (the "**Effective Date**") by and between Village of Arlington Heights, a municipal corporation ("**Landlord**") and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**").

Landlord and Tenant agree to the following:

1. **Property Description.** Landlord is the owner of the real property located at 2000 S Arlington Heights Rd, Arlington Heights, IL 60005, as further described on **Exhibit A** (the "**Property**"). The Property includes the premises which is comprised of approximately 407 square feet plus any additional portions of the Property including, but not limited to, Landlord's water tank located on the Property (the "**Water Tank**") which Tenant may require for the use and operation of its facilities as generally described on **Exhibit B** (the "**Premises**").

2. **Option.** Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Lease (the "**Option**"). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the "**Option Period**"). The Option Period will be automatically extended for successive three (3) additional one (1) year periods, unless Tenant provides written notice to the Landlord of its election to exercise or not renew its Option. For each Option Period, Tenant shall pay Landlord two thousand four hundred and no/100 dollars (\$2,400.00).

3. **Landlord Cooperation.** During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, reasonable access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"). Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Governmental Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.

4. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "**Antenna Facilities**"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, upgrading, removal or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location. All plans requiring an increase in the number of Tenant's antennas or the expansion of the size of the Premises or an increase in the windload on the Antenna Facilities as reasonably determined by the Village must be reviewed and approved by Landlord. Such approval shall not be unreasonably withheld, conditioned, delayed or denied. Landlord shall have twenty (20) business days from the date of receipt of final construction drawings to approve or to disapprove of the final construction drawings. Failure to respond within twenty (20) business days shall be deemed an approval. If the Landlord disapproves, the construction drawings, Landlord must inform Tenant of such disapproval in writing and Tenant shall have the right to revise the construction drawings until approval is obtained. Tenant shall submit engineered site plans and structural analysis to Landlord and Tenant shall pay all costs associated with Landlord's review of plans or review by an outside consultant selected by Landlord. Tenant must obtain all

required building permits for the installation of Tenant's Antenna Facilities. Tenant will not conduct any welding while water is present in the Water Tank. After any welding work is performed by Tenant on the Water Tank, Landlord and Landlord's engineer will conduct a comprehensive Water Tank inspection (inside and out) at Tenant's expense. Tenant will repair any damage to the Water Tank caused by Tenant.

5. Lease Term.

a) The Initial Term of the Lease shall be five (5) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing written notice not less than ninety (90) days prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "**Extended Period**"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least three (3) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period by delivery of at least three months' notice to Landlord.

6. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of two thousand four hundred dollars (\$2,400.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. Tenant shall also provide a security deposit in the amount of \$2,400.00 that will be refunded at the end of the lease once Tenant removes all its equipment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent for each successive Renewal Term shall be an amount equal to one hundred five percent (105%) of the Rent for the immediately preceding Term. The Rent for each Extended Period shall be an amount equal to one hundred five percent (105%) of the Rent for the immediately preceding Term.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within five (5) years from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.

7. Interference. Tenant shall not interfere with the radio frequency communications or any operations of Landlord or any of Landlord's existing tenants as of the Effective Date. Subject to the terms of this Agreement, Tenant shall reasonably cooperate with all future tenants of Landlord on the Property. After

the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any unresolved interference shall be deemed a material breach of this Lease by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice.

8. Utility Services.

a. Tenant shall have the right, subject to Landlord's review and approval, not to be unreasonably withheld, conditioned or delayed, to install utility related equipment, including a generator, optical fiber facilities, and alternative related equipment, to service its Antenna Facilities, or temporary cell on wheels on the Property (collectively, the "**Utility Facilities**") at a location approved by the Landlord, not to be unreasonably withheld, conditioned or delayed.

b. Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant shall install separate meters for Tenant's utility usage.

9. Access and Easements.

a) Landlord shall furnish unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees. Under ordinary circumstances, Tenant must provide at least 24 hours' notice to Landlord for Water Tank access at the following number Mon – Fri 7 am to 3:30 pm Central Standard Time at 847-368-5800 after hours via pager at 847-206-3430. In the event of an emergency preventing 24-hour notice, Tenant must provide notice to Landlord as soon as possible for Water Tank access at the following number Mon – Fri 7 am to 3:30 pm Central Standard Time at 847-368-5800 after hours via pager at 847-206-3430. When accessing the Water Tank, Tenant must be accompanied by a Landlord's employee at all times during such access and shall pay for all of Tenant's access to the Water Tank that do not occur from 7 am to 3:30 pm Central Standard Time, Monday through Friday.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "**Easements**"). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.

10. Termination. Tenant may terminate this Lease without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Lease for any or no reason.

11. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all

awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. Default and Right to Cure. A party shall be deemed in default under this Lease if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the non-defaulting party ("**Default**").

13. Taxes. Tenant shall reimburse Landlord for any property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities or this Lease during the Term. Landlord shall provide prompt and timely notice of any tax or assessment for which Tenant is liable. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

14. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b) Tenant shall indemnify and hold the Landlord harmless from and against any and all liens or claims for liens for material or labor by reason of any work done and/or material furnished by or to Tenant in connection with any construction installation, maintenance, repair or other work undertaken at any time by Tenant in or upon the Premises. Tenant shall further indemnify and hold the Landlord and its officers, employees and agents, harmless from any and all claims of third parties and including without limitation, all costs, judgments, expenses, damages and reasonable attorneys' fees, arising out of or in connection with any negligent or intentional act or omission to act on the part of Tenant, its employees, officers, agents or independent contractors retained by Tenant in connection with the installation, operation, repair, maintenance or removal of Tenant's Antenna Facilities except to the extent caused by the misconduct and negligence of Landlord and Landlord's employees, agents, contractors, invitees, licensees and tenants.

Landlord shall indemnify and hold Tenant, and its officers, employees and agents, harmless from any and all claims of third parties including without limitation, all costs, judgments, expenses, damages and reasonable attorneys' fees, arising out of or in connection with any intentional act or omission to act and negligence on the part of the Landlord its employees, officers, agents, or independent contractors.

c) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however,

Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

d) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.

15. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or 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, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ CH93155C

If to Landlord, to:

Village of Arlington Heights
33 S Arlington Heights Rd
Arlington Heights, IL 60005

Per the W-9 Form Rent is to be paid to:

Village of Arlington Heights
33 S. Arlington Heights Rd
Arlington Heights, IL 60005

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease and to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which will interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

17. Environmental Laws. Tenant shall not bring any substances identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "Hazardous Substances") on to the Property in violation of any applicable laws and ordinances. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. Assignment.

a) Tenant shall have the right to assign or transfer this Lease and the Easements to any person or business entity which: (i) is a parent, subsidiary or affiliate of Tenant or Tenant's parent; (ii) is merged or consolidated with Tenant; or (iii) acquires more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied. Upon an assignment or transfer as permitted in this Lease, Tenant

shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder.

a) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.

19. Relocation. Landlord shall exercise reasonable good faith efforts to provide Tenant at least four (4) months' written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Provided, however, if the circumstances do not allow Landlord to provide four (4) months' written notice to Tenant, Landlord shall provide Tenant as much written notice as is reasonably possible under the circumstances. In the event of an emergency, this requirement shall not apply, but Landlord will provide as much notice as is reasonably practicable give the nature of the nature of the emergency to Tenant's NOC phone number at 877-611-5868. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work after the first such relocation.

20. Marking and Lighting Requirements. If any Water Tank or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. Miscellaneous.

a) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

b) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as **Exhibit C**; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "**Mortgage**"), a subordination, non-disturbance and attornment agreement using Tenant's form.

c) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

d) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

e) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

f) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

g) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

h) Unless otherwise provided in this Lease, Landlord shall have twenty (20) business days from the date of receipt of Tenant's request for approval or consent to approve or consent or not approve or not consent with a reasonable explanation. Failure to respond within twenty (20) business days shall be deemed an approval and a consent.

LANDLORD: Village of Arlington Heights

By: _____

Printed Name: Thomas W. Hayes

Title: Village President

Date: September 3, 2019

TENANT: T-Mobile Central LLC

By:  _____

Printed Name: **Faisal Afridi**
Senior Director

Title: **Engineering & Operations**

Date: 8/13/19

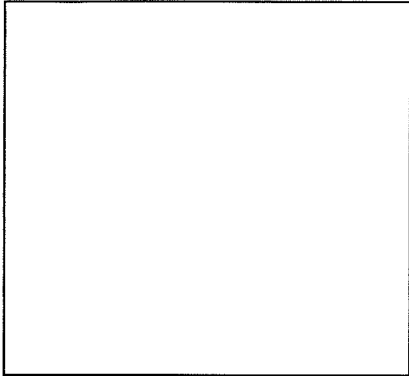
robert.doan
e@t-
mobile.com
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robert.doane@t-mobile.com
DN: cn=robert.doane@t-
mobile.com
Date: 2019.08.07 13:43:45
+07'00'

T-Mobile Legal Approval AS TO FORM

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged before me on _____ by
Thomas W. Hayes, [title] Village President of
Village of Arlington Heights a municipal corporation [type of entity], on behalf of said
Village of Arlington Heights [name of entity].

Dated: September 3, 2019



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

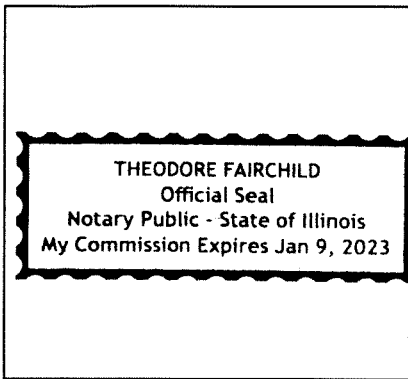
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[Notary block for Tenant]

STATE OF Illinois)
) ss.
COUNTY OF DuPage)

I certify that I know or have satisfactory evidence that Faisal Afridi is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it as the Sr. Director Engineering TOPS of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/13/19



Theodore Fairchild
Notary Public
Print Name Theodore Fairchild
My commission expires 1/9/23

(Use this space for notary stamp/seal)

EXHIBIT A
Legal Description

Property address of 2000 S Arlington Heights Rd, Arlington Heights, Cook County, IL 60005
Assessor's tax parcel number of 08-16-200-056-0000

The Property is legally described as follows:
[Enter legal description below or as an attachment(s) A-2, etc.]

FLAT OF SURVEY

OF

PARCEL A : THAT PART OF LOT 6 IN THE SUBDIVISION OF THE JOSEPH A. BARNES FARM IN SECTIONS 9, 15 AND 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF ARLINGTON HEIGHTS ROAD, 481.13 FEET SOUTH OF THE INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE OF SAID SECTION 16; THENCE WEST ALONG A LINE WHICH INTERSECTS THE NORTHWESTERLY LINE OF SAID LOT 6, 574.67 FEET SOUTHWESTERLY OF THE INTERSECTION OF SAID NORTHWESTERLY LINE WITH THE NORTH LINE OF SAID SECTION 16, 50.0 FEET FOR A PLACE OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF ARLINGTON HEIGHTS ROAD, AS WIDENED, SAID WESTERLY LINE OF ARLINGTON HEIGHTS ROAD, BEING A LINE RUNNING FROM THE ABOVE DESCRIBED POINT TO A POINT ON THE NORTH LINE OF THE SOUTH 210.0 FEET, MEASURED ALONG THE CENTER LINE OF ARLINGTON HEIGHTS ROAD, OF SAID LOT 6, 30.0 FEET WESTERLY OF SAID CENTER LINE, THENCE CONTINUING WEST ALONG SAID LINE WHICH INTERSECTS THE NORTHWESTERLY LINE OF LOT 6, A DISTANCE OF 291.88 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF ARLINGTON HEIGHTS ROAD, A DISTANCE OF 150.0 FEET; THENCE EAST A DISTANCE OF 291.88 FEET TO A POINT ON THE WESTERLY LINE OF ARLINGTON HEIGHTS ROAD 150.0 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF SAID ROAD, A DISTANCE OF 150.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B: THAT PART OF LOT 6 IN THE SUBDIVISION OF JOSEPH A. BARNES FARM IN SECTIONS 9, 15 AND 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF ARLINGTON HEIGHTS ROAD, 481.13 FEET SOUTH OF THE INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE OF SAID SECTION 16; THENCE WEST ALONG A LINE WHICH INTERSECTS THE NORTHWESTERLY LINE OF SAID LOT 6, 574.67 FEET SOUTHWESTERLY OF THE INTERSECTION OF SAID NORTHWESTERLY LINE WITH THE NORTH LINE OF SAID SECTION 16, AS CORRECTED AT REQUEST OF THE TORRENS' OFFICE, 50.0 FEET TO A POINT ON THE WEST LINE OF ARLINGTON HEIGHTS ROAD AS WIDENED, SAID WESTERLY LINE OF ARLINGTON HEIGHTS ROAD BEING A LINE RUNNING FROM THE ABOVE DESCRIBED POINT TO A POINT ON THE NORTH LINE OF THE SOUTH 210.0 FEET, MEASURED ALONG THE CENTER LINE OF ARLINGTON HEIGHTS ROAD OF SAID LOT 6, 30.0 FEET WESTERLY OF SAID CENTER LINE, THENCE CONTINUING WEST ALONG SAID LINE WHICH INTERSECTS THE NORTHWESTERLY LINE OF LOT 6, A DISTANCE OF 291.88 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING WEST ALONG SAID LINE WHICH INTERSECTS THE NORTHWESTERLY LINE OF LOT 6, A DISTANCE OF 50.0 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WESTERLY LINE OF ARLINGTON HEIGHTS ROAD, A DISTANCE OF 150.0 FEET; THENCE EAST ON A LINE PARALLEL WITH SAID LINE WHICH INTERSECTS THE NORTHWESTERLY LINE OF LOT 6, A DISTANCE OF 50.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WESTERLY LINE OF ARLINGTON HEIGHTS ROAD, A DISTANCE OF 150.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the Property.

[Enter Premises description here or on attachment(s).]

EXHIBIT C

Memorandum of Lease

After Recording, Mail To:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ CH93155C

APN: 08-16-200-056-0000
Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between Village of Arlington Heights, a municipal corporation ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an initial term of one (1) year commencing on the effective date of the Lease, and will be extended for up to three (3) additional and successive one (1) year periods unless Tenant provides written notice to exercise or not renew its Option.
3. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be for five (5) years and will commence on the date that Tenant exercises its Option.
4. Tenant shall have the right to extend the Lease for five (5) additional and successive five (5)-year terms which may be extended for up to nine (9) additional and successive one-year periods.
5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event

of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.

- 6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Village of Arlington Heights

By: _____
Printed Name: _____
Title: _____
Date: _____

TENANT: T-Mobile Central LLC

By: _____
Printed Name: _____
Title: _____
Date: _____

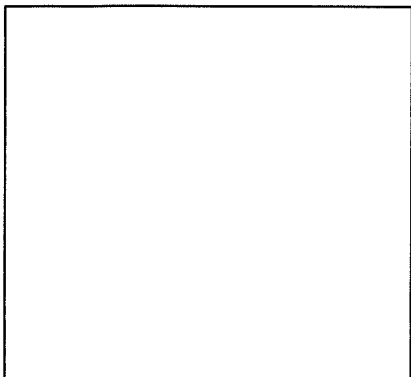
[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by
_____, [title] _____ of
_____ a _____ [type of entity], on behalf of said
_____ [name of entity].

Dated: _____



Notary Public
Print Name _____
My commission expires _____

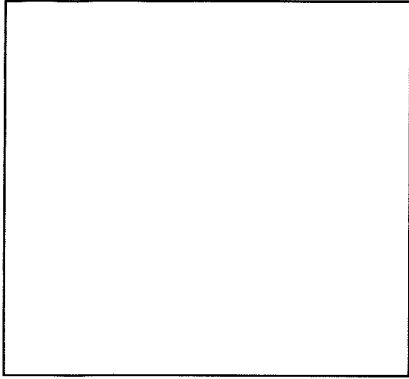
(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is
the person who appeared before me, and said person acknowledged that she/he signed this instrument, on
oath stated that she/he was authorized to execute the instrument and acknowledged it as the
_____ of T-Mobile Central LLC, a Delaware limited liability
company, to be the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

Memorandum of Lease - Exhibit A

Property address of 2000 S Arlington Heights Rd, Arlington Heights, Cook County, IL 60005
Assessor's tax parcel number of 08-16-200-056-0000

The Property is legally described as follows:

[Enter legal description below or as an attachment(s) A-2, etc.]

FLAT OF SURVEY

OF

PARCEL A: THAT PART OF LOT 8 IN THE SUBDIVISION OF THE JOSEPH A. BARNES FARM IN SECTIONS 9, 15 AND 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF ARLINGTON HEIGHTS ROAD, 481.13 FEET SOUTH OF THE INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE OF SAID SECTION 16; THENCE WEST ALONG A LINE WHICH INTERSECTS THE NORTHWESTERLY LINE OF SAID LOT 8, 874.87 FEET SOUTHWESTERLY OF THE INTERSECTION OF SAID NORTHWESTERLY LINE WITH THE NORTH LINE OF SAID SECTION 16, 58.0 FEET FOR A PLACE OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF ARLINGTON HEIGHTS ROAD, AS WIDENED, SAID WESTERLY LINE OF ARLINGTON HEIGHTS ROAD BEING A LINE RUNNING FROM THE ABOVE DESCRIBED POINT TO A POINT ON THE NORTH LINE OF THE SOUTH 250.0 FEET, MEASURED ALONG THE CENTER LINE OF ARLINGTON HEIGHTS ROAD, OF SAID LOT 8, 30.0 FEET WESTERLY OF SAID CENTER LINE, THENCE CONTINUING WEST ALONG SAID LINE WHICH INTERSECTS THE NORTHWESTERLY LINE OF LOT 8, A DISTANCE OF 287.88 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF ARLINGTON HEIGHTS ROAD, A DISTANCE OF 150.0 FEET; THENCE EAST A DISTANCE OF 291.88 FEET TO A POINT ON THE WESTERLY LINE OF ARLINGTON HEIGHTS ROAD 150.0 FEET SOUTH OF THE PLACE OF BEGINNING, THENCE NORTH ALONG THE WEST LINE OF SAID ROAD, A DISTANCE OF 150.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B: THAT PART OF LOT 6 IN THE SUBDIVISION OF JOSEPH A. BARNES FARM IN SECTIONS 9, 15 AND 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF ARLINGTON HEIGHTS ROAD, 481.13 FEET SOUTH OF THE INTERSECTION OF SAID CENTER LINE WITH THE NORTH LINE OF SAID SECTION 16; THENCE WEST ALONG A LINE WHICH INTERSECTS THE NORTHWESTERLY LINE OF SAID LOT 8, 574.87 FEET SOUTHWESTERLY OF THE INTERSECTION OF SAID NORTHWESTERLY LINE WITH THE NORTH LINE OF SAID SECTION 16, AS CORRECTED AT REQUEST OF THE TOWNERS' OFFICE, 58.0 FEET TO A POINT ON THE WEST LINE OF ARLINGTON HEIGHTS ROAD AS WIDENED, SAID WESTERLY LINE OF ARLINGTON HEIGHTS ROAD BEING A LINE RUNNING FROM THE ABOVE DESCRIBED POINT TO A POINT ON THE NORTH LINE OF THE SOUTH 250.0 FEET, MEASURED ALONG THE CENTER LINE OF ARLINGTON HEIGHTS ROAD OF SAID LOT 8, 30.0 FEET WESTERLY OF SAID CENTER LINE, THENCE CONTINUING WEST ALONG SAID LINE WHICH INTERSECTS THE NORTHWESTERLY LINE OF LOT 8, A DISTANCE OF 291.88 FEET FOR A PLACE OF BEGINNING, THENCE CONTINUING WEST ALONG SAID LINE WHICH INTERSECTS THE NORTHWESTERLY LINE OF LOT 8, A DISTANCE OF 50.0 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WESTERLY LINE OF ARLINGTON HEIGHTS ROAD, A DISTANCE OF 150.0 FEET; THENCE EAST ON A LINE PARALLEL WITH SAID LINE WHICH INTERSECTS THE NORTHWESTERLY LINE OF LOT 8, A DISTANCE OF 30.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WESTERLY LINE OF ARLINGTON HEIGHTS ROAD, A DISTANCE OF 150.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.