

STATE OF ILLINOIS)

COUNTY OF C O O K) SS.

COUNTY OF W I L L)

CLERK'S CERTIFICATE

I, **PATRICK E. REA**, the duly elected and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 2017-R-005

RESOLUTION APPROVING A THIRD AMENDMENT TO THE STC TWO LLC AND ITS ATTORNEY-IN-FACT ,GLOBAL SIGNAL ACQUISITIONS III LLC LEASE AGREEMENT

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 21 day of March , 2017, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 21 day of March , 2017.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: Maher, Grady, Pannitto, Vandenberg, Younker

NAYS: None

ABSENT: Suggs

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 21 day of March , 2017.


Village Clerk

RESOLUTION NO. 2017-R-005

RESOLUTION APPROVING A THIRD AMENDMENT TO THE STC TWO LLC AND ITS ATTORNEY-IN-FACT ,GLOBAL SIGNAL ACQUISITIONS III LLC LEASE AGREEMENT

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with STC TWO LLC and its Attorney-in-Fact, Global Signal Acquisitions III LLC, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21 day of March , 2017, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Maher, Grady, Pannitto, Vandenberg, Younker

NAYS: None


ABSENT: Suggs

APPROVED this 21 day of March , 2017,, by the President of the Village of Tinley Park.



Village President

ATTEST:



Village Clerk

EXHIBIT 1

THIRD AMENDMENT TO PCS SITE AGREEMENT

THIS THIRD AMENDMENT TO PCS SITE AGREEMENT ("Third Amendment") is made effective this 21 day of March, 2011 ("Effective Date"), by and between the Village of Tinley Park (the "Owner") and STC Two LLC, a Delaware limited liability company, assignee of SprintCom, Inc., a Kansas Corporation, by and through its Attorney-in-fact, Global Signal Acquisitions III LLC, a Delaware limited liability company (together with the foregoing's successors, assigns, sublicensees, agents and invitees, collectively, the "Tenant").

WHEREAS, Owner and Tenant's predecessor in interest entered into the PCS Site Agreement (as amended, collectively, the "Agreement") dated April 27, 1998, a memorandum of which is recorded in the Public Records of Cook County, Illinois on August 14, 1998, as Document No. 98720324 whereby Owner granted a lease to Tenant for a portion of the real property located at 7850 W. 183rd Street, Tinley Park, Illinois with a tax key number of 27-36-402-004 ("Site"); as amended by that certain First Amendment to PCS Site Agreement dated October 29, 2004 and that certain Second Amendment to PCS Site Agreement dated September 20, 2011;

WHEREAS, the parties desire to add additional real property to be subject to the Agreement as more fully described herein; and

WHEREAS, the parties desire to amend the Agreement to provide Tenant the right to sublicense and/or assign its rights in the Agreement and/or the Site as more fully described herein.

NOW THEREFORE, in consideration of the mutual promises, agreements and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intended to be legally bound hereby, Owner and Tenant agree as follows:

1. Recitals; Incorporation; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals, each of which is incorporated herein as if fully rewritten herein. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Additional Real Property. Owner hereby leases to Tenant, and Tenant hereby leases from Owner, on the terms and conditions set forth in this Third Amendment and in the Agreement, as amended, the additional land set forth and described on the attached Exhibit A and the site plan attached as Exhibit B, (hereinafter "Additional Real Property"). The term "Site" as used in the Agreement and in this Third Amendment shall be deemed to include the Additional Real Property. Further, Owner hereby grants to Tenant a non-exclusive easement for access, ingress, egress and regress, and for the placement, installation, operation, maintenance and removal of aboveground and below ground utilities, lines, conduits, and equipment on, over, under and through the area identified on Exhibit B, attached hereto and incorporated herein ("Additional Access and Utility Easement"), which Additional Access and Utility Easement shall terminate upon the expiration or termination of the Agreement or the earlier Return of the Additional Real Property (as defined below).

3. Additional Rent. In consideration of the lease of the Additional Real Property, Tenant shall pay to Owner the amount of Four Hundred and Forty-Seven Dollars and Seven Cents (\$447.07) per month ("Additional Rent") commencing upon the next regularly occurring payment of rent due under the Agreement after the Effective Date, and continuing thereafter until the earlier of (1) the expiration of the applicable Renewal Term; or (ii) the "Return of the Additional Real Property" as set forth below. The Additional Rent shall be due and payable concurrently with and shall escalate upon the same terms and at the same time as the rent set forth in the Agreement, as amended, for so long as such Additional Rent is payable to Owner as set forth herein.

4. Consent and Waiver. Owner hereby acknowledges, agrees and consents to Tenant's sublease of a portion of the Site to Verizon Wireless ("Verizon") or an affiliate of Verizon, for purposes of installation, maintenance and replacement of equipment, antennas, cables, fiber, and related accessories, on the Site for the operation of a wireless communications facility thereon. As used herein, the term "sublease" includes any arrangement by which a third party can collocate its equipment at the Site, whether it is by sublease, license, easement or any other agreement or arrangement. [Owner hereby acknowledges and agrees that notwithstanding anything to the contrary contained in the Agreement or any documents related thereto, Owner

hereby waives any requirement that Verizon and/or Tenant enter in to a separate agreement with Owner evidencing or relating to such sublease arrangement.]

5. Governmental Approvals. Owner will cooperate with Tenant in executing any documents reasonably necessary to apply for or obtain any and all approvals, permits, waivers, certifications, variances, registrations, consents, qualifications, determinations or authorizations or licenses deemed reasonably necessary or advisable by Tenant from any applicable local, state or federal governmental authorities (hereinafter "Governmental Approvals") related to the use and operation of the Additional Real Property by the Tenant or any and all equipment to be installed or located on the Additional Real Property by Tenant. Any and all costs associated with such Governmental Approvals shall be paid by Tenant. Owner authorizes Tenant to apply for, in the Owner's name, any and all Governmental Approvals, and Owner appoints Tenant, and each of their authorized employees as the Owner's limited attorney-in-fact for the sole purpose of filing any such documents necessary to obtain the Governmental Approvals.

6. Prevailing Wage Work.

For any work that may be done on the facility or site, regardless of whether it is done by or contracted for by the Tenant or any other person or entity, or any subleasees, subtenants, contractors or subcontractors of any of the foregoing, the workers on any such Projects shall be paid not less than the amount(s) set forth in the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01, et seq. (the "Act") and the Prevailing Rate of Hourly Wages in the Village of Tinley Park for the applicable category(ies) of worker(s) so long as the Prevailing Rate of Hourly Wages in the Village of Tinley Park for the applicable category(ies) of worker(s) is no more than the amount(s) set forth in the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01, et seq. The only exception to this requirement is for work that will take less than one business day and is limited to ground based work for field and equipment inspections (including customer equipment inspection and review) and/or routine maintenance required of Tenant to comply with Section 18 of the PCS Site Agreement [e.g. vegetation control, fence repair, compound gravel, snow removal].

For clarification purposes, the parties recognize and agree that except for its inclusion by reference in this Third Amendment, the Act may not otherwise apply to the Project, and that the only requirements of the Act that Tenant is agreeing to is (i) that it will ensure that it and any of its sublessees, subtenants, contractors and subcontractors will pay workers for work on the Project not less than would be paid to such workers if the Act actually applied pursuant to its terms, and (ii) that certified payrolls evidencing such payments be made available upon Owner's reasonable request as evidence of such compliance. If it is determined that any worker is being paid less than what is required under the Act, Owner agrees that the only remedy available to it is to effectuate recovery of the difference between the amount actually paid to such worker and the amount owed as calculated under the Act (such recovery to be paid directly to the affected worker(s) with evidence of such payment being provided to the Village). If Tenant, within (30) days of notice from Owner, fails to provide the records required under this Section 6 to the Owner or fails to remit any amount(s) owed under this Section to the affected workers, then Owner has the right to terminate the Agreement for failure to comply. Should Tenant either provide the required records, remit any amount(s) owed or provide record(s) showing that no additional amounts are owed, then Owner shall have no right to terminate the Agreement.

7. Right to Return the Additional Real Property. Tenant shall have the option, upon thirty (30) days prior written notice to Owner, in its sole and absolute discretion, to return the Additional Real Property to the Owner and to terminate the lease of the same by removing all improvements from the Additional Real Property and returning same to its condition as of the Effective Date, ordinary wear and tear excepted (the "Return of the Additional Real Property"). So long as all improvements have been removed from the Additional Real Property within said thirty (30) days, the Additional Rent shall cease and no longer be due or payable.

8. Relocation. Owner will have the one-time right to relocate the communications facility of Tenant, to an alternate ground location on Owner's property subject to the provisions below:

- a. Such relocation will (1) be at Owner's sole cost and expense, (2) be performed exclusively by Tenant or its agents, (3) not result in any interruption of the

communications service provided by Tenant on Owner's property including but not limited to Tenant's right to maintain the rights to the existing communication facility until such time that all tenants are successfully moved to the relocation site, (4) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from Owner's property, and (5) be done in accordance with the terms and conditions contained in paragraphs a. and b. below. Upon relocation of the communications facility of Tenant, the access and utility easement(s) of Tenant will be relocated as required to operate and maintain the communication facility of Tenant.

- b. Owner will exercise its relocation right under Paragraph a., above, by (and only by) delivering written notice (the "Notice") to Tenant. In the Notice, Owner will propose an alternate site on Owner's property to which Tenant may relocate its communications facility. Tenant and Tenant's tenants will have sixty (60) days from the date it receives the notice to evaluate Owner's proposed relocation site, including, but not limited to, conducting tests to determine the technological feasibility of the proposed relocation site, obtaining written approval of the telecommunications carriers, including (name carriers) currently located on the tower, etc. If Tenant and Tenant's tenants fail to approve the proposed relocation site in writing within said sixty-day period, Tenant will be deemed to have not approved such proposed relocation site. If Tenant does not approve such relocation site, Owner may then propose another relocation site by Notice to Tenant in the manner set forth above. Any relocation site which Owner and Tenant agree upon in writing is referred to hereinafter as the "Relocation Site". If Owner and Tenant agree to the proposed alternate site set forth in the Notice, both parties will enter into a written agreement between the parties concerning the location and dimensions of the Relocation Site. If Tenant agrees to said relocation, Owner acknowledges that Tenant will be required to obtain all required approvals of affected governmental agencies, including, but not limited to, the FAA and local zoning authorities. If all governmental requirements, both local, State and Federal are met, Tenant will use its commercially reasonable

efforts to complete the relocation of the new telecommunications facility and the removal of the existing tower compound within a commercially acceptable timeframe not to exceed twenty-four (24) months from execution of the written agreement ("Relocation Phase"). Notwithstanding the foregoing, Tenant will have an option to extend the Relocation Phase for two (90 day) extensions if there are delays which are out of the control of the Tenant.

- c. Upon relocation of the communications facility of Tenant, or any part thereof, to the Relocation Site, all references to the leased premises in the Lease Amendment will be deemed to be references to the Relocation Site. Owner and Tenant hereby agree that the Relocation Site (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of Owner, and such survey will then replace the previous survey and become a part hereof and will control or describe the leased premises. Owner and Tenant hereby agree that in no event will the relocation of the communications facility of Tenant, or any part thereof, under Paragraph a, above, affect, alter, modify or otherwise change any of the terms and conditions and of the current lease as may be amended, unless changes are agreed to in writing by both parties. If a new lease must be entered into for the Relocation Site, Owner agrees that any and all of the terms and conditions of the current lease, as may be amendment will be incorporated into the new lease.

- d. For any relocation in which the total expenditures by the Owner shall exceed \$250,000, specific approval shall be required via ordinance or resolution by the Tinley Park Village Board.

9. Section 18 of the Agreement is amended to include the following: On a bi-annual basis, the tenant agrees to perform a site visit to verify that proper maintenance has taken place to meet all applicable Village Codes. If any Codes violations are found, Tenant agrees to bring any such violations into conformance with the Village Codes as soon as reasonably possible.

10. Representations, Warranties and Covenants of Owner. Owner represents, warrants and covenants to Tenant as follows:

a. Owner is in good standing and is duly authorized and has the full power and authority to enter into this Third Amendment and to perform all of Owner's obligations under the Agreement as amended hereby.

b. Except as expressly identified in this Third Amendment, Owner owns the Site free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Site, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement, other contingent interest or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

c. Owner shall cooperate in all ways reasonably requested by the Tenant, including, but not limited to, providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate, or satisfy any mortgages, deeds of trust, liens, or other encumbrances affecting the Site.

d. Upon Tenant's request, Owner shall cure any defect in Owner's title to the Site which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Site or the priority of the Agreement, as amended.

e. The Agreement, as amended, remains in full force and effect and neither Owner nor Tenant is currently in default under the Agreement, and to Owner's knowledge, no event, circumstance or condition has occurred or presently exists which, with the giving of notice or the passage of time or both, would constitute a default under the Agreement.

f. Owner agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to carry out the terms and conditions of this Third Amendment and to effect any release or cure referred to herein, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Site under the Agreement as amended hereby.

11. IRS Form W-9. Owner agrees to provide Tenant with a fully executed and completed IRS Form W-9, or its equivalent, upon execution of this Third Amendment and at such other times as may be reasonably requested by Tenant. In the event the Site or any portion thereof are transferred in compliance with the Agreement, the succeeding Owner shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new Owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations, including, but not limited to, withholding applicable taxes from rent payments due under the Agreement.

12. Counterparts. This Third Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

13. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect.

14. Temporary Construction Easement. Upon Tenant's request, Owner hereby agrees to grant to Tenant and/or obtain, or assist Tenant in obtaining, as applicable, temporary construction easements deemed necessary by Tenant for Tenant's continued access, use, occupancy and/or operation at the Site.


15. Memorandum of Third Amendment to PCS Site Agreement. Concurrent with signing this Third Amendment, Owner and Tenant agree to execute, acknowledge and deliver to the other a recordable Memorandum of Third Amendment to PCS Site Agreement (the "Memorandum"). Either party may record the Memorandum at any time, in its absolute discretion. In the event that Tenant exercises its right to Return the Additional Real Property, then both parties agree to execute an amendment to the Memorandum removing the Additional Real Property from the definition of and inclusion in the Site.

[End of Third Amendment – Signature Pages Follow]

IN WITNESS WHEREOF, Owner and Tenant have caused this Third Amendment to be executed as of the Effective Date.

OWNER:

Village of Tinley Park, a municipal corporation of Illinois

By: 
Name: David G Seaman
Title: Mayor

ACKNOWLEDGEMENT

State/Commonwealth of Illinois
County of Cook

On this, the 21 day of March, 2017, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within the Third Amendment to PCS Site Agreement, and acknowledged that he/she/they is an authorized officer of the Village of Tinley Park, an Illinois corporation ("Owner") who did execute the same for the purposes therein contained as the duly authorized and binding act of such Owner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public



TENANT:

STC Two LLC,
a Delaware limited liability company

By: Global Signal Acquisitions III LLC,
a Delaware limited liability company

Its: Attorney in Fact

By: [Signature]
Name: Brooke Bergstresser
Title: Real Estate Manager, Midwest Area

ACKNOWLEDGEMENT

State/Commonwealth of Pennsylvania
County of Washington

On this, the 5th day of April, 2017, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Brooke Bergstresser who acknowledged him/herself to be the Real Estate Manager of Global Signal Acquisitions III LLC, a Delaware limited liability company, as Attorney in Fact for STC Two LLC, a Delaware limited liability company ("Tenant"), and that he/she, being authorized to do so, executed the foregoing Third Amendment to the PCS Site Agreement for the purposes therein contained as the duly authorized and binding act of said Tenant.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

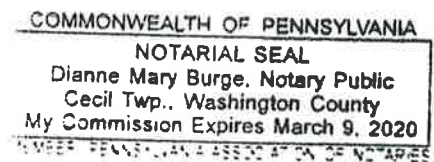


EXHIBIT A
TO
THIRD AMENDMENT TO PCS SITE AGREEMENT
(Legal Description of Additional Real Property)

[TO BE INSERTED]

PROPOSED LEASE AREA LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 88 DEGREES 40 MINUTES 01 SECONDS WEST 1,224.83 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00 DEGREES 33 MINUTES 34 SECONDS WEST 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 183rd STREET;

THENCE CONTINUING NORTH 00 DEGREES 33 MINUTES 34 SECONDS WEST 370.01 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 26 SECONDS WEST 34.31 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 34 SECONDS EAST 7.50 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 26 SECONDS WEST 15.00 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 34 SECONDS EAST 1.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 33 MINUTES 34 SECONDS EAST 33.00 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 21 SECONDS WEST 23.40 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 34 SECONDS WEST 33.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 21 SECONDS EAST 23.40 FEET TO THE POINT OF BEGINNING, COOK COUNTY, ILLINOIS. CONTAINING 772 SQ. FT., MORE OR LESS

PROPOSED ACCESS EASEMENT AREA LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 88 DEGREES 40 MINUTES 01 SECONDS WEST 1,224.83 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00 DEGREES 33 MINUTES 34 SECONDS WEST 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 183rd STREET;

THENCE CONTINUING NORTH 00 DEGREES 33 MINUTES 34 SECONDS WEST 370.01 FEET; THENCE SOUTH 89

DEGREES 26 MINUTES 26 SECONDS WEST 34.31 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 34 SECONDS

EAST 7.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 33 MINUTES 34

SECONDS EAST 34.93 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 26 SECONDS WEST 15.00 FEET;

THENCE NORTH 00 DEGREES 33 MINUTES 34 SECONDS WEST 34.93 FEET; THENCE NORTH 89 DEGREES

26 MINUTES 26 SECONDS EAST 15.00 FEET TO THE POINT OF BEGINNING, COOK COUNTY, ILLINOIS.

CONTAINING 524 SQ. FT., MORE OR LESS

PROPOSED 8' UTILITY EASE LEGAL DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 88 DEGREES 40 MINUTES 01 SECONDS WEST 1,224.83 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 00 DEGREES 33 MINUTES 34 SECONDS WEST 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 183rd STREET;

THENCE CONTINUING NORTH 00 DEGREES 33 MINUTES 34 SECONDS WEST 370.01 FEET; THENCE SOUTH 89

DEGREES 26 MINUTES 26 SECONDS WEST 34.31 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 34 SECONDS

EAST 7.50 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 26 SECONDS WEST 15.00 FEET; THENCE SOUTH

00 DEGREES 33 MINUTES 34 SECONDS EAST 1.93 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 21 SECONDS

WEST 23.40 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 34 SECONDS EAST 3.08 FEET TO THE POINT OF

BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 33 MINUTES 34 SECONDS EAST 8.00 FEET;
THENCE

SOUTH 89 DEGREES 27 MINUTES 31 SECONDS WEST 2.00 FEET; THENCE NORTH 00 DEGREES 33
MINUTES

34 SECONDS EAST 8.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 31 SECONDS EAST 2.00 FEET TO
THE POINT OF BEGINNING, COOK COUNTY, ILLINOIS. CONTAINING 16 SQ. FT., MORE OR LESS

EXHIBIT B
TO
THIRD AMENDMENT TO PCS SITE AGREEMENT
(Site Plan)

[SEE ATTACHED]

EXHIBIT A
TO
MEMORANDUM OF THIRD AMENDMENT TO PCS SITE AGREEMENT
(Legal Description of Site, Additional Real Property and Additional Access and Utility
Easement)

[TO BE INSERTED]

MEMORANDUM OF THIRD AMENDMENT TO PCS SITE AGREEMENT

THIS MEMORANDUM OF THIRD AMENDMENT TO PCS SITE AGREEMENT (this "Memorandum"), dated this 21 day of MARCH, 20 17, by and between the Village of Tinley Park (the "Owner") having an address of 16250 S. Oak Park Avenue, Tinley Park, Illinois and STC Two LLC, a Delaware limited liability company, assignee of SprintCom, Inc., a Kansas Corporation, by and through its Attorney-in-fact, Global Signal Acquisitions III LLC, a Delaware limited liability company (together with the foregoing's successors, assigns, subtenants, agents and invitees, collectively, the "Tenant"), having an address of 2000 Corporate Drive, Canonsburg, Pennsylvania, 15317; and,

WHEREAS, Owner and Tenant's predecessor in interest entered into the PCS Site Agreement (as amended, collectively, the "Agreement") dated April 27, 1998, a memorandum of which is recorded in the Public Records of Cook County, Illinois on August 14, 1998, as Document No. 98720324 whereby Owner granted a lease to Tenant for a portion of the real property located at 7850 W. 183rd Street, Tinley Park, Illinois with a tax key number of 27-36-402-004 ("Site"); as amended by that certain First Amendment to PCS Site Agreement dated October 29, 2004 and that certain Second Amendment to PCS Site Agreement dated September 20, 2011 and that certain Third Amendment to PCS Site Agreement dated _____, 2016.

NOW THEREFORE, in consideration of the mutual promises, agreements and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intended to be legally bound hereby, Owner and Tenant agree as follows:

1. Recitals; Incorporation; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals, each of which is incorporated herein as if fully rewritten herein. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Site. The Site, including the Additional Real Property (as defined in the Agreement) and the Additional Access and Utility Easement (as defined in the Agreement) are each particularly described on Exhibit A attached hereto, and are shown on the site plan attached hereto as Exhibit B. Any conflicts between the descriptions attached to this Memorandum and those contained in the Agreement shall be resolved in favor of this Memorandum.

3. Temporary Construction Easement. Upon Tenant's request, Owner hereby agrees to grant to Tenant and/or obtain, or assist Tenant in obtaining, as applicable, temporary construction easements deemed necessary by Tenant for Tenant's continued access, use, occupancy and/or operation at the Site.

4. This Memorandum is executed in simplified short form solely for the convenience of the parties and for the purpose of recording the same. This Memorandum of Agreement shall not have the effect of in any way modifying, supplementing or abridging the Agreement or any of its provisions as the same are now or may hereafter be in force and effect.

5. This Memorandum of Agreement may be executed in one or more counterparts each of which when taken together shall constitute one and the same original.

[Remainder of page intentionally left black; signatures to follow]

IN WITNESS WHEREOF: the parties have hereunto set their hands the date and year first above written.

OWNER:

Village of Tinley Park, a municipal corporation of Illinois

By: David G. Seaman
Name: David G. Seaman
Title: Mayor

ACKNOWLEDGEMENT

State/Commonwealth of Illinois
County of Cook

On this, the 21 day of March, 2017, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within the Memorandum of Third Amendment to PCS Site Agreement, and acknowledged that he/she/they is an authorized officer of the Village of Tinley Park, an Illinois corporation ("Owner") who did execute the same for the purposes therein contained as the duly authorized and binding act of such Owner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Laura J. Godette
Notary Public



TENANT:

STC Two LLC,
a Delaware limited liability company

By: Global Signal Acquisitions III LLC,
a Delaware limited liability company

Its: Attorney in Fact

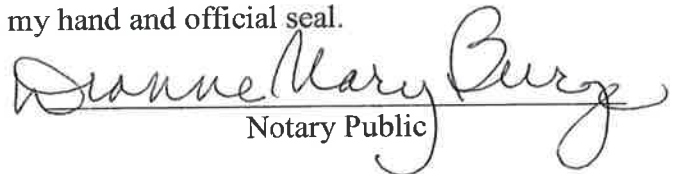
By: 
Name: **Brooke Bergstresser**
Title: **Real Estate Manager, Midwest Area**

ACKNOWLEDGEMENT

State/Commonwealth of Pennsylvania
County of Washington

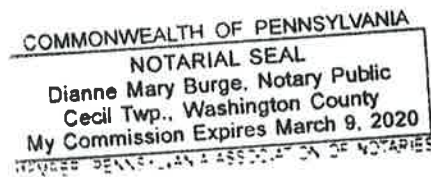
On this, the 04 day of April, 2017, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Brooke Bergstresser who acknowledged him/herself to be the Real Estate Manager of Global Signal Acquisitions III LLC, a Delaware limited liability company, as Attorney in Fact for STC Two LLC, a Delaware limited liability company ("Tenant"), and that he/she, being authorized to do so, executed the foregoing Memorandum of Third Amendment to the PCS Site Agreement for the purposes therein contained as the duly authorized and binding act of said Tenant.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

This instrument prepared by:

Hahn Loeser & Parks LLP
200 Public Square, Suite 2800
Cleveland, Ohio 44114
Attn: Christopher R. Mykytiak, Esq.



After recording mail to: