

THIRD AMENDMENT OF TOWER LEASE AGREEMENT

This Third Amendment to Tower Lease Agreement ("Agreement") made as of the _____ day of, _____, 2022, by and between the County of Lake, a body politic, and corporation of the State of Illinois, with its principal mailing address of 18 North County Street, Waukegan, Illinois 60085 ("Licensor") and the United States Postal Service, with its principal mailing address of 200 E. Kentucky Ave., Denver, CO 80209-9950 ("Licensee"), together denoted as the "parties."

WHEREAS, Licensor and Licensee (identified in the following Lease as Lessor and Lessee) executed a Tower Lease Agreement (the "Agreement") dated October 19, 2011, with a Commencement Date of November 1, 2011, pursuant to which Licensor granted Licensee a portion of that certain space on the Licensor's (Lessor's) Communications Tower together with space, including the non-exclusive use of electricity, in the Licensor's (Lessor's) communication equipment building located at 1303 North Milwaukee Avenue, Libertyville, Illinois 60048; and

WHEREAS, Licensor and Licensee executed a First Amendment to Tower Lease Agreement dated June 5, 2012 (the "First Amendment") and a Second Amendment to Tower Lease Agreement dated June 13, 2017 (the "Second Amendment")(the Agreement, First Amendment and Second Amendment, collectively, the "Agreement") and

WHEREAS, the initial term of the Agreement had a termination date of October 31, 2012, and the Agreement was extended at the option of the Licensee for five (5) additional one-year terms under the First Amendment, and for five (5) additional one-year terms under the Second Amendment, such that the current Extension Term is set to expire on October 31, 2022; and

WHEREAS, the Licensee desires to further extend the Lease for another 5-year Extension Term and Licensor agrees to the extension;

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, Licensor and Licensee agree as follows:

1. Extension Period

Licensor and Licensee hereby agree to extend the Agreement for another five (5) years, which extension will commence on November 1, 2022 and terminate on October 31, 2027 ("Extension Term").

2. Rental Payments

During the Extension Term, Licensee shall pay to Licensor, as rent:

Duration	Annual Payments
November 1, 2022 - October 31, 2023	\$8,305.35
November 1, 2023 - October 31, 2024	\$8,554.51
November 1, 2024 - October 31, 2025	\$8,811.14
November 1, 2025 - October 31, 2026	\$9,075.47
November 1, 2026 - October 31, 2027	\$9,347.74

3. Ratification

Except as specifically amended hereby, the License is hereby ratified and shall continue in full force and effect as heretofore.

[Signatures Follow Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment of Tower Lease Agreement on the day and year first above written.

Licensor:
The County of Lake

Licensee:
United States Postal Service

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

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

DRAFT