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**VILLAGE OF MELROSE PARK
COOK COUNTY, ILLINOIS**

ORDINANCE NO. 1352

**AN ORDINANCE AUTHORIZING AN AGREEMENT BETWEEN
THE VILLAGE OF MELROSE PARK AND MD7/T-MOBILE, FOR
THE VILLAGE OF MELROSE PARK, COUNTY OF COOK, STATE
OF ILLINOIS.**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF MELROSE PARK**

THIS 25TH DAY OF JANUARY 2010

**RONALD M. SERPICO, Village President
MARY ANN PAOLANTONIO SALEMI, Village Clerk**

Board Of Trustees

**CATHLEEN COSSIDENT ITALIA
ANTHONY J. PRIGNANO
ARTURO J. MOTA
MARY RAMIREZ TACONI
JAIME ANGUIANO
ANTHONY N. ABRUZZO**

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**Published by authority of the
President and Board of Trustees
Of the Village of Melrose Park,
Cook County, Illinois on
This 26TH day of JANUARY 2010**

ORDINANCE NO. 1352

AN ORDINANCE AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF MELROSE PARK AND MD7/T-MOBILE, FOR THE VILLAGE OF MELROSE PARK, COUNTY OF COOK, STATE OF ILLINOIS.

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WHEREAS, the Village of Melrose Park, County of Cook, State of Illinois (the “Village”) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village President (the “President”), the Honorable Ronald M. Serpico, the Village Clerk, the Honorable Mary Ann Paolantonio Salemi, and the Board of Trustees of the Village (the “Village Board”), the Honorable Cathleen Cossident Italia, Anthony J. Prignano, Arturo J. Mota, Mary Ramirez Taconi, Jaime Anguiano and Anthony N. Abruzzo, having taken office on April 30, 2009, constitute the duly elected, qualified and acting officials of the Village; and

WHEREAS, previously, the Village entered into an agreement with T-Mobile Central, L.L.C. (“T-Mobile”), (the “Original Agreement”) regarding cellular antenna leasing rights for the cellular tower located at the location of 1002 North 27th Street in the Village (the “Cell Tower”); and

WHEREAS, pursuant to the terms of the Original Agreement, the Village and T-Mobile can modify the terms of the aforesaid leasing rights by written agreement; and

WHEREAS, a leasing agent of T-Mobile, “Md7”, in concert with T-Mobile,

have offered to amend the Cell Tower lease; and

WHEREAS, the Village and T-Mobile/Md7 desire to negotiate the terms of an agreement, including the rent to be paid by T-Mobile/Md7 regarding the cellular antenna lease for the Cell Tower; and

WHEREAS, an initial set of offers from T-Mobile/Md7 has been provided to the Village as well as a term sheet, a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the President and the Village Board (collectively, the "Corporate Authorities") have determined that it is advisable, necessary and in the best interests of the Village to negotiate the terms of this proposed transaction and, when acceptable terms are reached, to approve and authorize the execution of an agreement (the "Agreement") reflecting the terms set forth on Exhibit A; and

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Melrose Park, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 01. Incorporation Clause.

All of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 02. Purpose.

The purpose of this Ordinance is to authorize the negotiation of the terms of the transaction contemplated herein, to approve the drafting of the Agreement based (initially) on the term sheet with such revisions as the President deems necessary, to

authorize the President or his designee to enter into the Agreement (when completed) with T-Mobile/Md7 and to authorize and direct the President or his designee to execute all necessary documents and perform all necessary acts to effectuate the intent of this Ordinance, including the expenditure of all necessary funds.

Section 03. Invocation of Authority.

This Ordinance is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

Section 04. State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are hereby incorporated herein by reference.

Sections 05 - 09. Reserved.

**ARTICLE II.
APPROVAL & AUTHORIZATION**

Section 10.00. Authorization for an Agreement.

The Corporate Authorities hereby approve the drafting of an Agreement, with substantially the same terms as, the term sheet attached hereto, but with such revisions as the President or his designee deems necessary, authorize and direct the President to execute all necessary documents and perform all necessary acts to effectuate the intent of this Ordinance and authorize and direct the expenditure of all costs related thereto or resulting therefrom.

Section 10.01. Approval and Execution of Documents.

The drafting of an Agreement based on the term sheet is hereby approved in substantially the same form as attached hereto with such revisions, insertions, omissions

and changes as shall be approved by the President and the Village Attorney. The President or his designee is hereby authorized and directed to negotiate, finalize and execute the Agreement (when completed) and any other documents deemed necessary to effectuate the intent of this Ordinance, whether or not such other documents are attached hereto. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to all such documents as are deemed necessary to effectuate the intent of this Ordinance. The Village is authorized to allocate and spend all necessary funds to fulfill the requirements of the Agreement and of this Ordinance.

Section 10.02. Other Actions Authorized.

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Ordinance and otherwise to consummate the transactions contemplated hereby, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section 10.03. Acts of Village Officials.

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

Section 11.00 – Section 15.00 Reserved.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES,
PUBLICATION, EFFECTIVE DATE**

Section 16.00 Headings.

The headings for the articles, sections, paragraphs and subparagraphs of this

Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

Section 17.00 Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision, clause, sentence, paragraph, subparagraph, section, or part of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision, clause, sentence, paragraph, subparagraph, section, or part shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect. It is hereby declared to be the legislative intent of the Corporate Authorities that this Ordinance would have been adopted had not such unconstitutional or invalid provision, clause, sentence, paragraph, subparagraph, section, or part thereof been included.

Section 18.00 Superseder.

All code provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 19.00 Publication.

A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

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Section 20.00 Effective Date.

This Ordinance shall be in full force and effect upon its passage, approval and publication, as provided by law.

On The Individual Poll And Voice Vote Of The Board Of Trustees:

AYE VOTES: Trustee Prignano, Trustee Mota, Trustee Taconi,
Trustee Anguiano, Trustee Abruzzo


NAY VOTES:

ABSTAIN:

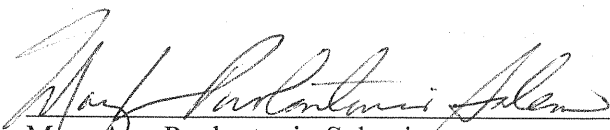
ABSENT: Trustee Italia

SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE
VILLAGE OF MELROSE PARK, COUNTY OF COOK, STATE OF ILLINOIS, THIS
TWENTY-FIFTH DAY OF JANUARY, 2010, A.D.

APPROVED:


RONALD M. SERPICO
VILLAGE PRESIDENT

ATTEST:


Mary Ann Paolantonio Salemi
Village Clerk

(SEAL)

Recorded in the Municipal Records: January 25, 2010
Published in Pamphlet Form: January 26, 2010

EXHIBIT A

[AGREEMENT BETWEEN THE VILLAGE AND T-MOBILE/MD7]

January 19, 2010



Melrose Park Public Works
1000 North 25th Avenue
Melrose Park, IL 60160
Reference ID: CH41460D

Dear Melrose Park Public Works,

Thank you for taking the time to speak with me regarding your cell site lease with T-Mobile. Per our conversation, T-Mobile has directed Md7 to work with you to facilitate certain lease modifications that will reinforce T-Mobile's position as a leader in the industry and create a more viable long-term relationship with you.

Industry changes

As you may already know, recent economic and industry developments are changing how wireless carriers must operate. In the past, emphasis was placed on rapidly building out networks in order to improve coverage. Today, while the end-user is enjoying greater services and better coverage than ever before, escalating operating costs are growing at an unsustainable rate. As a result, the industry is shifting its focus to operating networks as efficiently as possible.

Eliminate risk and increase value

One way carriers are addressing this shift is by reassessing their cell-site portfolio. T-Mobile has partnered with Md7 to offer selected landlords like you the opportunity to minimize the personal and business risks associated with economic uncertainties, and to increase the true value of your cell site.

In exchange for your cooperation with a Lease Assignment Agreement to support T-Mobile's long term success, T-Mobile and Md7 will guarantee your cell site lease income under the following terms:

- \$1,500.00 per month, commencing 4/10/2010
- 10% rent increase every 5 years
- A rent holiday commencing 5/1/2027; rent will resume 5/10/2035 (assuming site is still operational)
- In exchange, T-Mobile will modify its termination rights to ensure your rental income stream starting immediately for the next **120 months**, totaling over **\$189,000.00**

OR

- \$1,250.00 per month, commencing 4/10/2010
- 10% rent increase every 5 years
- A rent holiday commencing 5/1/2031; rent will resume 5/10/2035 (assuming site is still operational)
- In exchange, T-Mobile will modify its termination rights to ensure your rental income stream starting immediately for the next **120 months**, totaling over **\$157,500.00**

A sound decision

As the economy and the industry fluctuate, it can be comforting to have something you can count on. Although you have been invited by T-Mobile to share in this offer, your participation is optional and T-Mobile will continue to abide by the terms of the original agreement, including T-Mobile's ability to exercise termination rights where they exist. As always, T-Mobile values its affiliation with you and would like to "stick together" with you to continue a long and mutually beneficial relationship for years to come.

Please contact me to discuss the next steps to secure your relationship with T-Mobile for the long run.

Sincerely,

Sean Burke
Lease Consultant
phone 888-517-1212 Ext. 7452
fax 858-408-3079
sean.burke@md7.com

Md7 is an authorized partner with

T-Mobile

Md7, LLC
3721 Valley Centre Drive
Suite 300
San Diego, CA 92130
USA
Office: 858 799 7850
Toll Free: 888 553 6611
<http://www.md7.com>



Conversion Terms: Financial Overview (Annualized Rent)

CH41460D

Year	Multi-Payment		Current Lease
	Option 1	Option 2	(Estimated)
1	\$18,000.00	\$15,000.00	\$18,000.00
2	\$18,000.00	\$15,000.00	\$20,700.00
3	\$18,000.00	\$15,000.00	\$20,700.00
4	\$18,000.00	\$15,000.00	\$20,700.00
5	\$18,000.00	\$15,000.00	\$20,700.00
6	\$19,800.00	\$16,500.00	\$20,700.00
7	\$19,800.00	\$16,500.00	
8	\$19,800.00	\$16,500.00	
9	\$19,800.00	\$16,500.00	
10	\$19,800.00	\$16,500.00	
11	\$21,780.00	\$18,150.00	
12	\$21,780.00	\$18,150.00	
13	\$21,780.00	\$18,150.00	
14	\$21,780.00	\$18,150.00	
15	\$21,780.00	\$18,150.00	
16	\$23,958.00	\$19,965.00	
17	\$23,958.00	\$19,965.00	
18	\$7,986.00	\$19,965.00	
19		\$19,965.00	
20		\$19,965.00	
21		\$21,961.50	
22			
23			
24			
25			
26	\$28,989.24	\$24,157.68	
27	\$28,989.24	\$24,157.68	
28	\$28,989.24	\$24,157.68	
29	\$28,989.24	\$24,157.68	
30	\$28,989.24	\$24,157.68	
31	\$30,921.88	\$26,573.40	
32	\$31,888.20	\$26,573.40	
33	\$31,888.20	\$26,573.40	
34	\$31,888.20	\$26,573.40	
35	\$31,888.20	\$26,573.40	
36	\$34,014.12	\$29,230.80	
37	\$35,077.08	\$29,230.80	
38	\$35,077.08	\$29,230.80	
39	\$35,077.08	\$29,230.80	
40	\$35,077.08	\$29,230.80	
Total	\$831,545.32	\$769,845.90	\$121,500.00

*renewal option

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Guaranteed Rent Total	Multi-Payment		Current Lease
	Option 1	Option 2	(Estimated)
	\$189,000.00	\$157,500.00	90 days rent

(per section 8c of addendum)

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Village of Melrose Park, a(n) Municipal Corporation ("Landlord") and T-Mobile Central LLC, a Delaware a Delaware Limited Liability Company ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of one thousand and no/100 dollars (\$1,000.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of six (6) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional () months upon written notice to Landlord and payment of the sum of and no/100 dollars (\$) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 1002 North 27th Street, Melrose Park, Cook, IL 60160, comprises approximately 900 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. Rent. Tenant shall pay Landlord, as rent, one thousand five hundred and no/100 dollars (\$1,500.00) per month ("Rent"). Rent shall be payable within twenty (20) days following the Commencement Date prorated for the remainder of the month in which the Commencement Date falls, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant.

~~5. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein, except that Rent shall be increased by fifteen percent (15%) of the Rent paid over the preceding term. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.~~

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

~~(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, and including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.~~

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

~~(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.~~

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

~~(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.~~

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

→ 8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

~~(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;~~

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

~~(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;~~

~~(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or~~

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

~~9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.~~

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

~~(a) Tenant will 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. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.~~

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

~~(c) Subject to the property insurance waiver set forth in Section 11 (b) above, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and the indemnified party's granting it the right to control the defense and settlement of the same.~~

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight 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: PCS Lease Administrator
With a copy to: Attn: Legal Dept.

With a copy to:

T-Mobile Central LLC
8550 W. Bryn Mawr
Chicago, IL 60631 Attn: Lease Administration Manager

If to Landlord, to:

Village of Melrose Park
1000 North 25th Avenue
Melrose Park, IL 60160

With a copy to:

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

~~15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. 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 and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.~~

~~Additionally, Tenant may, upon notice to Landlord, grant a security interest in this Lease and the Antenna Facilities, and may collaterally assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.~~

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

~~17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.~~

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) 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 covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

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

(g) 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 not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) 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.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) 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, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

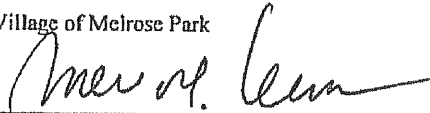
LANDLORD: Village of Melrose Park

By:

Printed Name:

Its:

Date:



Ronald M. Serpico

President

LANDLORD:

By:

Printed Name:

Its:

Date:

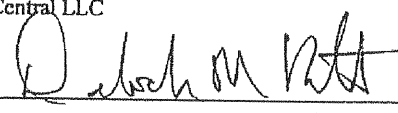
TENANT: T-Mobile Central LLC

By:

Printed Name:

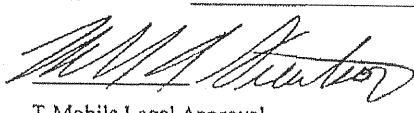
Its:

Date:



Deborah M. Barrett

Director of Development & Operations



5-15-06

T-Mobile Legal Approval

ADDENDUM TO SITE LEASE WITH OPTION
{Additional Terms}

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

Paragraph 5 is deleted in its entirety and replaced with the following:

5. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five (5) -year terms (each a "Renewal Term") on the same terms and conditions as set forth herein, except that Rent shall be increased by fifteen percent (15%) of the Rent paid over the preceding term. If Tenant desires to exercise its right to extend the Lease term, Tenant shall provide Landlord with written notice any time prior to the expiration of the Initial Term or applicable Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

Paragraphs 7 (a) and (d) shall be deleted in their entirety and replaced with the following:

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"), as such location based system may be required by any county, state or federal agency/department. Tenant shall provide written notice to Landlord of the installation of a location based system on the Premises in the event such system was not a part of the initial Antenna Facilities installation. Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease with the written approval of Landlord. Such approval shall not be unreasonably withheld, delayed or denied. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below) ("Construction Interference"). Landlord further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Landlord's Construction Interference. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease. All future wireless carriers seeking to co-locate on the Antenna Facilities must negotiate a separate ground lease with the Landlord.

(d) Tenant must provide Landlord with adequate site plans and receive the written approval of Landlord before installing utilities on the Property. Upon receipt of Landlord's written approval, Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord's approval may not be unreasonably denied, withheld or delayed. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service.

Paragraphs 8 (a), (c) and (d) shall be deleted in their entirety and replaced with the following:

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons. In the event, Tenant elects to terminate this Lease pursuant to Subsection 8 (c), then Tenant shall pay Landlord a lump sum equivalent of three (3) months of the then existing Rent.

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged, such damage not being caused by the Tenants negligent actions, so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;

Paragraph 9 shall be deleted in its entirety and replaced with the following:

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform, commits a material breach of this Lease and fails to diligently pursue such cure to its completion after thirty (30) days' written notice specifying such failure of performance or default.

Paragraphs 11 (a) and (c) shall be deleted in their entirety and replaced with the following:

11. Insurance and Subrogation and Indemnification.

(a) Tenant will 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. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain and shall name Landlord as an Additional Insured under said policy(ies).

(c) Subject to the property insurance waiver set forth in Section aa (b) above, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease.

Paragraph 15 shall be deleted in its entirety and replaced with the following:

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easement to any person or business entity which is authorized pursuant to an FCC license to operate a wireless communications business, that is a parent, or subsidiary of Tenant, controls or is controlled by or under common control with Tenant, is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. 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 and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

Paragraph 17 shall be deleted in its entirety.

LANDLORD:

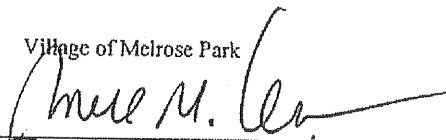
Village of Melrose Park

By:

Printed Name:

Its:

Date:



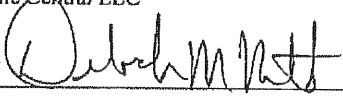
Ronald M. Serpico

President

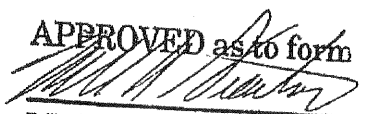
LANDLORD:

By: _____
Printed Name: _____
Its: _____
Date: _____

TENANT: T-Mobile Central LLC

By: 
Printed Name: Deborah M. Barrett
Its: Director of Development Operations
Date: _____

5-15-06

APPROVED as to form

Michael A. Sievertson