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Doc#: 0406539026

Eugene "Gene" Moore Fee: \$124.50

Cook County Recorder of Deeds

Date: 03/05/2004 09:58 AM Pg: 1 of 51

Property of Cook County Clerk's Office

SITE LEASE  
AGREEMENT

CH43-031

# UNOFFICIAL COPY

## EXHIBIT A

### SITE LEASE

VoiceStream GSM I Operating Company, LLC  
 a Delaware Limited Liability Company

by and between Trinity Wireless Towers, Inc. ("Lessor") and ~~VoiceStream PV/SS PCS Holdings L.P. its General Partner, a Delaware Limited Partnership~~ ("Lessee") pursuant to and in accordance with the Master Lease Agreement between VoiceStream Wireless Corporation, a Delaware corporation together with its designated subsidiaries, affiliates and partnerships and Trinity Wireless Towers, Inc., a Texas corporation, together with its designated subsidiaries and affiliates.

1. Site No./Name: Lessor: IL00009A  
Lessee: IL000094
2. Site Address: 2159 North Rand Rd.  
Palatine, IL 60067
3. Commencement Date: Upon the earlier to occur of start of construction of Lessee's Facilities or ninety (90) days from the full execution hereof.
4. Monthly Rent: \$1,350.00 per month with a 3.5% per annum increase  
Rent payable to Lessor at: P.O. Box 972828, Dallas, TX 75397-2828
5. Term: Five (5) years, with four (4) successive five (5) year renewals.
6. Term of Underlying Lease: Five (5) years with five (5) successive five (5) year renewals.  
(Commencement Date: 7/16/99).
7. Lessor Contact for Access for Emergency: Property Management (888) 485-4744
8. Lessor's Address for Notice Purposes:  
  
2201 W. Royal Lane, Suite 150,  
Irving, TX 75063,  
Attn: Property Management;

with a copy to:

2201 W. Royal Lane, Suite 150,  
Irving, TX 75063  
Attn: General Counsel

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9. Lessee Contact for Emergency: NOCC (888) 662-4662

10. Lessee's Address for Notice Purposes:

<p>VoiceStream GSM I Operating Company, LLC        8550 West Bryn Mawr        Chicago, IL 60631        Attn: Leasing Department</p>	<p><b>With a Copy To:</b>        T-Mobile USA, Inc.        12920 S.E. 38<sup>th</sup> Street        Bellevue, WA 98006        Attn: Leasing Department</p>
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11. All of the terms of the Master Lease Agreement are incorporated herein by this reference; provided however, that this Site Lease shall control in the event of any discrepancy between the two.

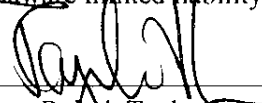
LESSOR

LESSEE

**TRINITY WIRELESS TOWERS, INC.,**  
a Texas corporation

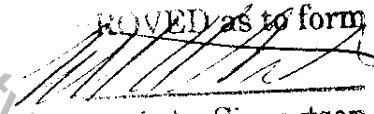
**VoiceStream GSM I Operating Co., LLC.**  
a Delaware limited liability company

By:   
 Name: Tracy Schrader  
 Title: Vice President  
 Date: 2-19-04

By:   
 Name: Rafeesh Tank  
 Title: Executive Director  
 Date: 2-13-04

Attachments:

- Schedule 1: Description of Site
- Schedule 2: Description of Premises
- Schedule 3: Equipment
- Schedule 4: RF Information
- Schedule 5: Existing Mortgages, rights of way, and Easements
- Schedule 6: Prime Lease and Owner Consent

~~APPROVED~~ as to form  
  
 Noel A. Sievertson

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## SCHEDULE 1

### DESCRIPTION OF SITE

to the Site Lease dated \_\_\_\_\_, 2004, by and between TRINITY WIRELESS TOWERS, INC., a Texas corporation, as Lessor, and VOICESTREAM GSM 1 OPERATING COMPANY, LLC, a Delaware limited liability company, as Lessee.

The Site is described and/or depicted as follows:

#### LEASE SITE DESCRIPTION;

A PARCEL OF LAND FOR LEASE SITE PURPOSES LOCATED WITHIN THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND OF THE WEST 4 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS;

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF RAND ROAD WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID POINT OF INTERSECTION BEING 77.99 FEET WESTERLY OF AS MEASURED ALONG SAID SOUTH LINE, THE SOUTHEAST CORNER OF SAID QUARTER; THENCE N.42°59'18"W., ALONG THE CENTER LINE OF RAND ROAD, 150.50 FEET; THENCE N.47°00'32"E., 50.00 FEET TO THE SOUTHWESTERLY CORNER OF PARENT TRACT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF RAND ROAD; THENCE CONTINUING N.47°00'32"E., ALONG THE NORTHWESTERLY LINE OF SAID PARENT TRACT, 379.18 FEET TO THE EAST LINE OF THE WEST 4 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2 THAT IS 404.65 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE S.00°14'03"W., ALONG SAID EAST LINE OF THE WEST 4 ACRES, 103.01 FEET; THENCE S.47°00'39"W., 38.17 FEET; THENCE N.42°59'21"W., 20.00 FEET FOR A POINT OF BEGINNING; THENCE N.47°00'39"E., 45.00 FEET; THENCE N.42°59'21"W., 20.00 FEET; THENCE S.47°00'39"W., 45.00 FEET; THENCE S.42°59'21"E., 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 900.00 SQUARE FEET, IN COOK COUNTY, ILLINOIS.

#### ACCESS AND UTILITY EASEMENT DESCRIPTION;

A PARCEL OF LAND FOR ACCESS AND UTILITY EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND OF THE WEST 4 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS;

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF RAND ROAD WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID POINT OF INTERSECTION BEING 77.99 FEET WESTERLY OF AS MEASURED ALONG SAID SOUTH LINE, THE SOUTHEAST CORNER OF SAID QUARTER; THENCE N.42°59'18"W., ALONG THE CENTER LINE OF RAND ROAD, 150.50 FEET; THENCE N.47°00'32"E., 50.00 FEET TO THE SOUTHWESTERLY CORNER OF PARENT TRACT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF RAND ROAD; THENCE CONTINUING N.47°00'32"E., ALONG THE NORTHWESTERLY LINE OF SAID PARENT TRACT, 379.18 FEET TO THE EAST LINE OF THE WEST 4 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2 THAT IS 404.65 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE S.00°14'03"W., ALONG SAID EAST LINE OF THE WEST 4 ACRES, 103.01 FEET; THENCE S.47°00'39"W., 38.17 FEET; THENCE N.42°59'21"W., 20.00 FEET; THENCE N.47°00'39"E., 45.00 FEET; THENCE N.42°59'21"W., 20.00 FEET FOR A POINT OF BEGINNING; THENCE S.47°00'39"W., 45.00 FEET; THENCE N.42°59'21"W., 8.92 FEET; THENCE S.47°00'39"W., 270.51 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF RAND ROAD; THENCE N.42°59'18"W., ALONG SAID RIGHT OF WAY LINE, 12.00 FEET; THENCE N.47°00'39"E., 315.51 FEET; THENCE S.42°59'21"E., 20.92 FEET TO THE POINT OF BEGINNING, CONTAINING 4187.48 SQUARE FEET, IN COOK COUNTY, ILLINOIS.

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## SCHEDULE 2

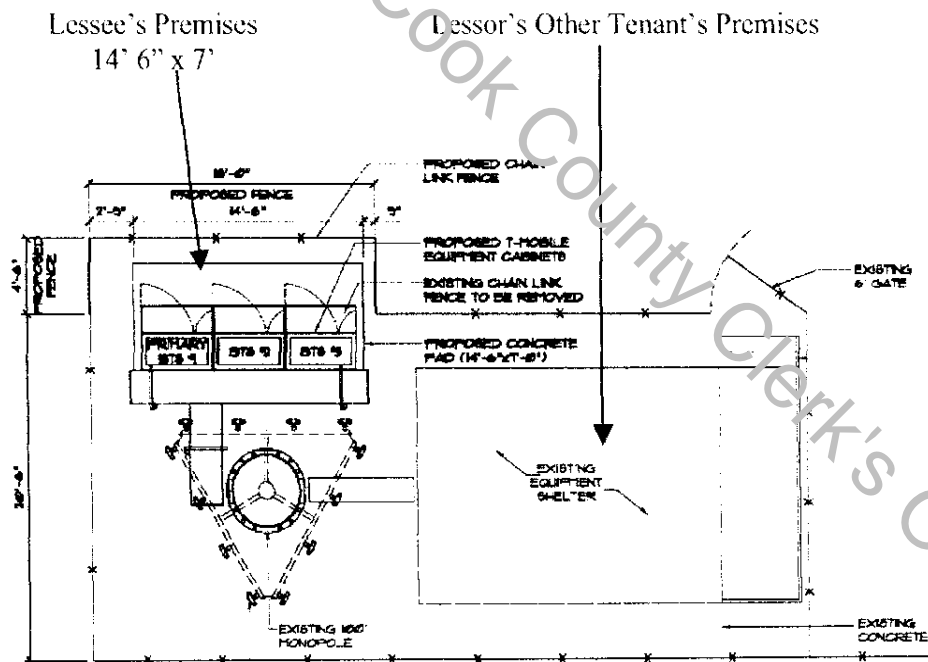
### DESCRIPTION OF PREMISES

to the Site Lease dated \_\_\_\_\_, 2004, by and between **TRINITY WIRELESS TOWERS, INC.**, a Texas corporation, as Lessor, and **VOICESTREAM GSM 1 OPERATING COMPANY, LLC**, a Delaware limited liability company, as Lessee.

The Premises are described and/or depicted as follows:

Lessor's Other Tenant's Antennas @ 101' →

Lessee's Antennas @ 90' →



#### Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

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## SCHEDULE 3

### EQUIPMENT

to the Site Lease dated \_\_\_\_\_, 2004, by and between **TRINITY WIRELESS TOWERS, INC.**, a Texas corporation, as Lessor, and **VOICESTREAM GSM 1 OPERATING COMPANY, LLC**, a Delaware limited liability company, as Lessee.

Lessee's Facilities shall include the following:

Type and Size of Shelter: Nortel 3-S12000, 14' 6" x 7'

Make of Antennas: EMS Wireless, RR65-19-02DP

Number of Antennas: Twelve (12)

Number of Feed Lines: Twenty-Four (24)

Size of Feed Lines: 7/8"

Other Equipment: None

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## SCHEDULE 4

### RF INFORMATION

to the Site Lease dated \_\_\_\_\_, 2004, by and between **TRINITY WIRELESS TOWERS, INC.**, a Texas corporation, as Lessor, and **VOICESTREAM GSM I OPERATING COMPANY, LLC**, a Delaware limited liability company, as Lessee.

#### LESSOR'S OTHER TENANT FREQUENCIES: @ 101' HEIGHT ON THE TOWER

setup: N/A

alpha face: 60°  
 beta face: 180°  
 gamma face: 300°

#### LESSEE'S FREQUENCIES: @ 90' HEIGHT ON THE TOWER

setup: 1900 MHz

alpha face: 0°  
 beta face: 120°  
 gamma face: 240°

#### OTHER KNOWN FREQUENCIES ON PROPERTY:

None

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## SCHEDULE 5

### EXISTING MORTGAGES, RIGHTS OF WAY, AND EASEMENTS

Mortgage by and between Trinity Wireless Towers, Inc. and Barclays Bank PLC, dated April 30, 2001, Document Number #0010617796.

Trust Deed dated October 1, 1988 and recorded October 18, 1988 as Document Number #88478050.

Assignment of Rents made by Maywood Proviso State Bank recorded October 18, 1988, Document Number #88478051.

Mortgage dated March 7, 1997 and recorded March 21, 1997 made by Harris Bank Palatine, N.A., as Trustee under trust agreement dated February 24, 1997.

Assignment of Rents made by Harris Bank Palatine, N.A. recorded March 21, 1997.



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## SCHEDULE 6

### PRIME LEASE AND OWNER CONSENT

to the Site Lease dated \_\_\_\_\_, 2004, by and between **TRINITY WIRELESS TOWERS, INC.**, a Texas corporation, as Lessor, and **VOICESTREAM GSM 1 OPERATING COMPANY, LLC**, a Delaware limited liability company, as Lessee.

The prime lease and owner consent, if necessary, are attached hereto.

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0010219207

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment") is made as of the 31<sup>st</sup> day of January 2001, by Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications ("Assignor"), and TRINITY WIRELESS TOWERS, INC., a Texas corporation ("Assignee").

WHEREAS, on March 10, 1999, Harris Bank Palatine, N.A., not personally but as Trustee under Trust dated February 24, 1997 and known as Trust Number 6755, ("Lessor") and Michael J. Halloran, as Trust Number 6755's sole beneficiary ("Beneficiary") as lessor, and Assignor, as lessee, commenced the Communications Site Lease Agreement (Ground), attached hereto as Exhibit A (the "Lease"), covering the real property described in Exhibit A; and

WHEREAS, Assignor has agreed to assign to Assignee the leasehold estate created under the Lease in favor of Assignor and all other rights of Assignor under the Lease provided Assignee assumes the obligations of Assignor under the Lease as hereinafter described.

### WITNESSETH:

Assignor, in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, ASSIGN, TRANSFER and SET OVER unto Assignee, its successors and assigns, the entire leasehold estate under the Lease, together with all rents and security deposits accruing thereto and all other rights, easements, titles and options conferred upon Assignor thereby.

Assignor agrees that it will indemnify and hold Assignee harmless from and against any and all losses, costs, expenses (including reasonable attorneys' fees), liability, claims, demands, actions and judgments of every kind and character (collectively, "Claims") suffered by, recovered from or asserted against Assignee on account of any obligation of the lessee under the Lease accruing on or prior to the date hereof.

Assignee hereby expressly assumes the obligations and liabilities of the lessee under the Lease accruing after the date hereof.

Assignee agrees that it will indemnify and hold Assignor harmless from and against any and all Claims suffered by, recovered from or asserted against Assignor on account of any obligation of the lessee under the Lease accruing after the date hereof.

Each party hereto, on behalf of itself, its successors, and assigns and without further consideration, agrees to execute and deliver such other documents and take such other action as may be necessary to more effectively consummate or implement the assignment and assumption contemplated hereby.

Assignment Agreement  
TWT Site: IL00009A E/A  
Nextel Site: IL 3174 E/A

0010219207  
9935/0051 49 001 Page 1 of 13  
2001-03-20 12:58:35  
Cook County Recorder 87.50

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Assignor, in consideration of good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, ASSIGN, TRANSFER and SET OVER unto Assignee, its successors and assigns, all permits, surveys, studies, and reports related to the Lease and the area leased pursuant to the Lease, and all other rights conferred upon Assignor thereby, each to the extent such items are assignable by Assignor.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

This Assignment shall be controlled by and construed in accordance with the laws of the state where the real property described in the Lease is located.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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IN WITNESS WHEREOF, this Assignment is executed effective as of the date first above written.

ASSIGNOR:

**Nextel West Corp., a Delaware corporation, d/b/a  
Nextel Communications**

Witness

By: *Travis Morey*  
Print Name: Travis Morey  
Its: Director

Witness

By: *Christie Hill* [SEAL]  
Name: Christie A. Hill  
Its: Corporate Secretary

ASSIGNEE:

**TRINITY WIRELESS TOWERS, INC.**  
a Texas corporation

Witness

By: *Tracy Schrader* [SEAL]  
Name: Tracy Schrader  
Its: Vice President and Corporate Secretary

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## Corporate Acknowledgment

State of Virginia )  
 ) ss:  
County of Fairfax )

On January 31, 2001, before me, the undersigned officer, personally appeared:

(a) Travis Morey, with an address of 2001 Edmund Halley Dr., Reston, VA 20191,  
and

(b) Christie A. Hill, with an address of 2001 Edmund Halley Dr., Reston, VA 20191,  
personally known and acknowledged themselves to me (or proved to me on the basis of  
satisfactory evidence) to be the

[a] Director, and

[b] Corporate Secretary,

respectively of Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications,  
(hereinafter, the "Corporation") and that as such officer(s), being duly authorized to do so  
pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and  
acknowledged the foregoing instrument for the purposes therein contained, by signing the name  
of the Corporation by themselves in their authorized capacities as such officer(s) as their free and  
voluntary act and deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:

Lydia K Spalding [SEAL]  
Notary Public  
My commission expires: 01/31/02

10219207

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## Corporate Acknowledgment

State of Virginia        )  
                                   ) ss:  
 County of Fairfax        )

On January 31, 2001, before me, the undersigned officer, personally appeared:

(a) Tracy Schrader with an address of 2201 West Royal Lane, Suite 210, Irving, TX 75063 personally known and acknowledged himself to me (or proved to me on the basis of satisfactory evidence) to be the

[a] Vice President, and

[b] Secretary,

respectively of TRINITY WIRELESS TOWERS, INC., a Texas corporation, (hereinafter, the "Corporation") and that as such officer(s), being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself in his authorized capacities as such officer(s) as his free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:

Lydia K. Spalding [SEAL]  
 Notary Public

My commission 01/31/03

10219207

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EXHIBIT A

(Lease attached)

RETURN TO:  
JIM AKINS  
LAND RECORDS OF TEXAS  
1945 WALNUT HILL LANE  
IRVING, TX 75063

10/23/07

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**MKT: Chicago  
SITE: IL-1174-A**COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)**

This Communications Site Lease Agreement (Ground) ("Agreement") is entered into this 16<sup>th</sup> day of March, 1999, between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, ("Lessee"), and HARRIS BANK PALATINE, N.A., not personally, but as Trustee under Trust Agreement dated February 24, 1997 and known as Trust Number 6755, ("Lessor") and Michael J. Halloran, as Trust Number 6755's sole beneficiary, ("Beneficiary").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties herein agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") located in the Village of Palatine, County of Cook, State of Illinois, commonly known as 2159 North Road Road, Palatine, IL 60067 (the "Land"). The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately twelve hundred (1200) square feet of the Land and all access and utility easements, if any, (the "Premises") as described in Exhibit B annexed hereto.

2. **Use.** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of: making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below).

4. **Term.** The term of this Agreement shall be five (5) years commencing on the date Lessee begins construction of the Lessee Facilities (as defined in Paragraph 6(a)) or July 1, 2000, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date ("Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for five (5) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term. For purposes hereof, the term "construction" shall mean when Lessee has obtained all permits, licenses and other necessary approvals to begin construction and has physically moved men and equipment onto the Land.

5. **Rent.**

(a) Within thirty (30) days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Beneficiary at 54 North Crescent Avenue, Palatine, IL 60067.

(b) Rent for each Renewal Term shall be according to the following schedule:

6. **Facilities; Utilities; Access.**

(a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation an antenna tower or pole approximately one hundred five (105) feet in height and foundation, utility lines, transmission lines, air conditioned equipment shelters, electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereon ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee, or to the servicing utility company at no cost to the Lessee, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense except for any damage caused by Lessee's use of such roadways.

7. **Interference.**

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Land, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Land or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period.

8. **Taxes.** If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Land.

10219207



**UNOFFICIAL COPY****9. Waiver of Lessor's Lien**

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

11. **Destruction or Condemnation.** If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.** Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor shall be named as an additional insured on Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

13. **Waiver of Subrogation.** Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. **Assignment and Subletting.** Lessee may assign this Agreement or sublet or license the Premises or any portion thereof to an entity upon written notification to Lessor by Lessee, subject to the assignee assuming all of Lessee's obligations herein. Upon assignment or subletting, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement. Lessee shall have the right to sublet this Agreement without Lessor's consent. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of the Lessor's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Lessor's Lien") above. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Lessee may sign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof; (ii) has obligations evidenced by bonds, debentures, notes or similar instruments; or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to execute and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee's household interest.

16. **Repairs.** Lessee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph (b) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof reasonable wear and tear and loss by casualty or other causes beyond Lessee's control, excepted.

17. **Hazardous Substances.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, above or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined by any law, under, above or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, above or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

**18. Miscellaneous**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

102139207

# UNOFFICIAL COPY

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Beneficiary: Michael J. Halloran  
54 North Crescent Avenue  
Palatine, IL 60067

Lessor: Nextel West Corp.  
300 Park Boulevard, 5th Floor  
Nasca, IL 60143  
Attn.: Site Development Manager

With a copy to: Harris Bank Palatine, N.A.  
50 North Brockway  
Palatine, IL 60067  
Attn.: Land Trust Department

With a copy to: Nextel Communications, Inc.  
1505 Farm Creek Drive  
McLean, VA 22102  
Attn.: Legal Dept., Contracts Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of Illinois.

(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the official records of the County where the Land is located. In the event the Land is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee, a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Land. Lessor shall cooperate by executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(k) Michael J. Halloran represents and warrants that he is the Grantor/Settlor under that certain trust document dated February 24, 1997. Grantor/Settlor by its execution and acceptance of this Agreement agrees that in the event Grantor/Settlor takes possession of the Property by revocation of the trust or other action or proceeding not to affect or disturb Lessee's right to possession of the Premises in the exercise of Grantor/Settlor's rights so long as this Agreement has not expired by its terms, and Lessee has not been determined by a court of competent jurisdiction to be in default under any of the covenants, conditions or conditions of this Agreement. In the event that Grantor/Settlor or any other party succeeds to the interest of Lessor under this Agreement by revocation of the trust or other action or proceeding taken under the trust by Grantor/Settlor, Lessee hereby agrees to be bound to Grantor/Settlor or such other party under all of the terms, covenants and conditions of this Agreement; and Lessee agrees that it shall be liable to and recognize Grantor/Settlor or such other party as Lessee's new landlord for the balance of the Term or any Renewal Term of this Agreement upon and subject to all the terms and conditions thereof, and Lessor and Lessee both agree that the Agreement and the rights of Lessee thereunder, including such rights to the easements, shall continue in full force and effect as a direct lease between Lessee and Grantor/Settlor or such other party upon all the terms, covenants and conditions set out in this Agreement and the rights of Lessee thereunder shall not be terminated or disturbed except in accordance with the terms and provisions of this Agreement, and Lessee shall thereafter make the rental payments set out in this Agreement as instructed by written notice by Grantor/Settlor or such other party, forwarded to Lessee by certified mail, return receipt requested or registered mail, postage prepaid. Such non-disturbance and attornment shall be effective and self-operative without the execution of any further instrument by Grantor/Settlor or Lessee immediately upon the succession by Grantor/Settlor or such other party to the interest of Lessor under this Agreement; and the respective rights and obligations of Lessee and Grantor/Settlor upon such attornment, to the extent of the then remaining balance of any term of this Agreement and any extension or renewal permitted thereby, shall be and are the same as are now set forth in this Agreement or as it may have been modified with Grantor/Settlor's consent, if required.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR:  
HARRIS BANK PALATINE, N.A., not personally,  
But as Trustee under Trust Agreement dated  
February 24, 1997 and known as Trust Number 6755

By: [Signature]  
Donna M. Krutts, Dept. Vice President  
Attest: [Signature]  
Penelope M. Juhos, Asst. Vice President & CLU  
DATE 3/4/99

LESSEE:  
Nextel West Corp., a Delaware corporation,  
d/b/a Nextel Communications

By: [Signature]  
John C. Stubbins Mark B. Nelson  
Date: 3/10/99  
Title: Vice President

ACKNOWLEDGED, APPROVED AND ACCEPTED  
BENEFICIARY:  
Michael J. Halloran, as Trust Number 6755's sole beneficiary

By: [Signature]  
Michael J. Halloran  
Date: 3-1-99  
Title: Beneficiary/Settlor  
Tax ID: 340-68-2800

Exoneration provision restricting any liability of Harris Bank Palatine, N.A., as trustee, either affixed on this or on the reverse side hereof or attached hereto, is expressly made a part hereof.

SEE RIDER ATTACHED

10219201

# UNOFFICIAL COPY

EXHIBIT A

## DESCRIPTION OF LAND

In the Agreement dated March 10, 1999, by and between HARRIS BANK PALATINE, N.A., not personally, but as Trustee under Trust Agreement dated February 24, 1997 and known as Trust Number 6755, ("Lessor") and Michael J. Dulloran, as Trust Number 6755's sole beneficiary, ("Beneficiary"), as Lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE WEST 4 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 02 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS COMMENCING AT THE POINT OF THE INTERSECTION OF THE CENTER LINE OF RAND ROAD WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 2, SAID POINT OF INTERSECTION BEING 78.61 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 2, THENCE NORTHWESTERLY ALONG THE CENTER LINE OF RAND ROAD, 75.50 FEET TO A PLACE OF BEGINNING, THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID RAND ROAD, 75 FEET, THENCE NORTHEASTERLY IN A STRAIGHT LINE 429.24 FEET TO A POINT ON THE EAST LINE OF THE WEST 4 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, THAT IS 404.65 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2, THENCE SOUTH ALONG THE EAST LINE OF THE WEST 4 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2 AFORESAID, 103.01 FEET, THENCE SOUTHWESTERLY IN A STRAIGHT LINE 158.62 FEET TO THE PLACE OF BEGINNING, (EXCEPTING FROM SAID PREMISES THAT PART THEREOF FALLING IN RAND ROAD), ALL IN COOK COUNTY, ILLINOIS

10619207

and commonly known as: 2159 North Rand Road, Palatine, IL 60067  
P.A.N.#: 02-02-102-019-1000

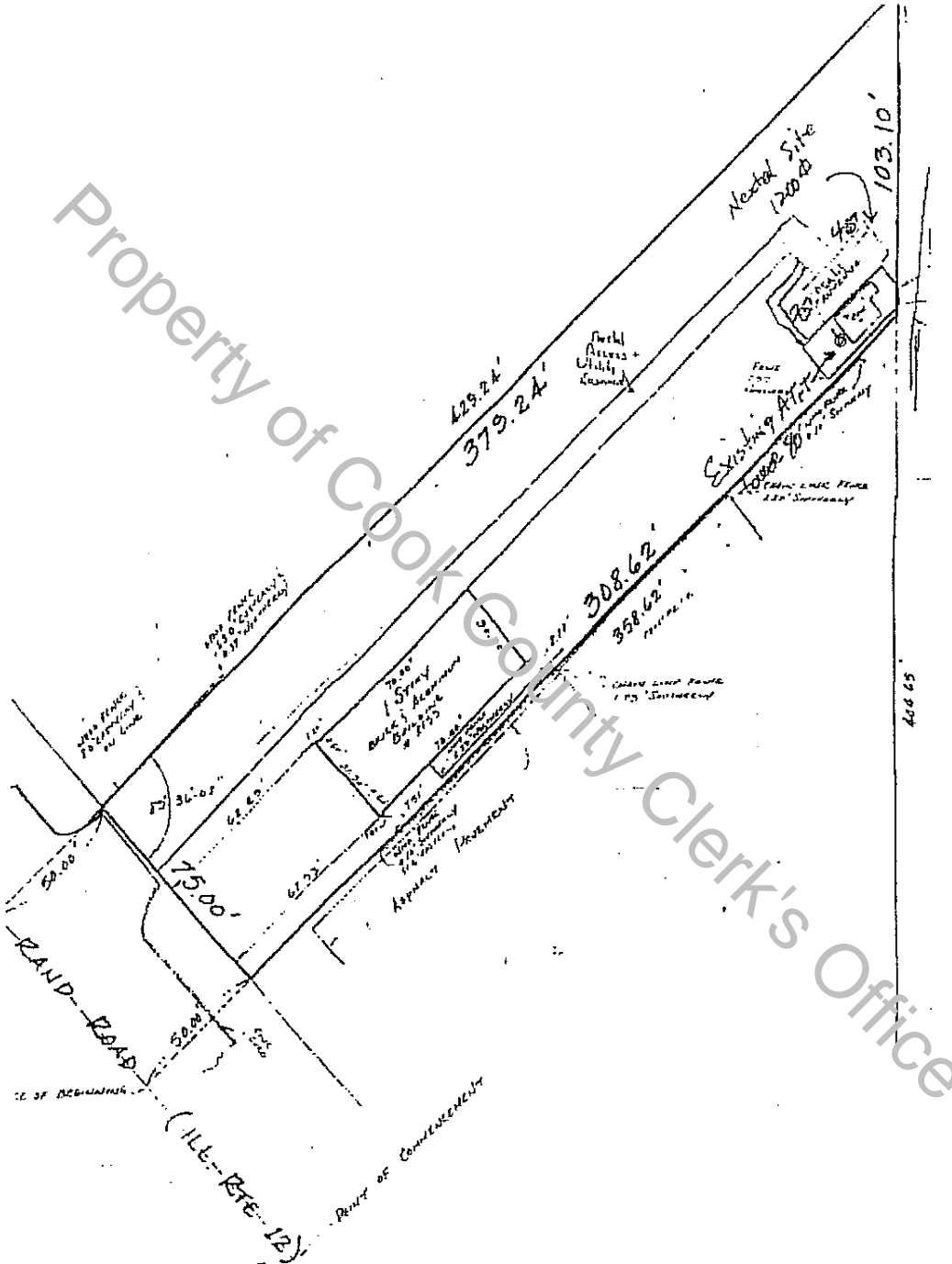
# UNOFFICIAL COPY

EXHIBIT B

## DESCRIPTION OF PREMISES

to the Agreement dated March 10, 1999, by and between HARRIS BANK PALATINE, N.A., not personally, but as Trustee under Trust Agreement dated February 24, 1997 and known as Trust Number 6755, ("Lessor") and Michael J. Hurloran, as Trust Number 6755's sole beneficiary, ("Beneficiary"), as Lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



10219307

2159 North Rural Road, Palatine, IL 60074

### Notes

- 1 This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
- 2 Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
- 3 Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
- 4 The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

# UNOFFICIAL COPY

EXHIBIT C

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to: Nextel West Corp.  
300 Park Boulevard, Suite 515  
Itasca, IL 60143  
Attn.: Site Development Manager

This Memorandum of Agreement is entered into on this \_\_\_ day of March, 1999, by and between HARRIS BANK PALATINE, N.A., not personally, but as Trustee under Trust Agreement dated February 24, 1997 and known as Trust Number 6755, ("Lessor") and Michael J. Halloran, as Trust Number 6755's sole beneficiary, ("Beneficiary"), with an office at 54 North Crescent Avenue, Palatine, IL 60067, (hereinafter referred to as "Lessor") and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications with an office at 300 Park Boulevard, 5th Floor, Itasca, IL 60143 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement (Ground) ("Agreement") on the 12<sup>th</sup> day of March, 1999, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years, with five (5) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

LESSOR:  
HARRIS BANK PALATINE, N.A., not personally,  
But as Trustee under Trust Agreement dated  
February 24, 1997 and known as Trust Number 6755

LESSEE:  
Nextel West Corp., a Delaware corporation,  
d/b/a Nextel Communications

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Trustee  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Mark B. Nelson  
Title: Vice President  
Date: \_\_\_\_\_

ACKNOWLEDGED, APPROVED AND ACCEPTED  
BENEFICIARY:  
Michael J. Halloran, as Trust Number 6755's sole beneficiary

By: \_\_\_\_\_  
Name: Michael J. Halloran  
Title: Beneficiary/Settler  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Notary Public  
My commission expires: \_\_\_\_\_

[EXHIBIT ONLY - MEMORANDUM OF AGREEMENT TO BE EXECUTED AT A LATER DATE]

10215207

# UNOFFICIAL COPY

## EXCULPATORY RIDER

This instrument is executed by the Harris Bank Palatine, N.A. as Trustee under the provisions of a Trust Agreement dated 2/24/97, and known as Trust no. 6755, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Bank Palatine, N.A. warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Bank Palatine, N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Bank of Palatine, N.A. on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, to any occurring this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

10219207

3a

# UNOFFICIAL COPY

## EXHIBIT B

### APPLICATION FOR LOCATION ON TRINITY WIRELESS TOWERS' SITE

by and between Trinity Wireless Towers, Inc. ("Lessor") and VoiceStream GSM 1 Operating Company, LLC, a Delaware limited liability company ("Lessee") pursuant to and in accordance with the Master Lease Agreement between VOICESTREAM WIRELESS CORPORATION, a Delaware Corporation, together with its designated subsidiaries, affiliates and joint partners, and TRINITY WIRELESS TOWERS, INC., a Texas corporation, together with its designated subsidiaries and affiliates.

See Attached.

Property of Cook County Clerk's Office



# UNOFFICIAL COPY SITE APPLICATION

Submittal Date 1/15/2004  
 Proposed Installation Date  

SITE INFORMATION					
TrinTel Site Number	IL00009	Tenant Site Number	IL000094		
Site Address	2159 N. Rand Rd.				
City	Palatine	State	IL	Zip	60067
Latitude	42-09-03.9	Longitude	88-02-00.76		

TENANT INFORMATION					
Entity Legal Name	Voice Stream GSM I Operating Co. LLC	State of Incorporation	Delaware		
Signatory Name	Rajesh Tank	Signatory Title	Exec Director		
Notice Address	8850 W. Bryn Mawr			Attn:	Aaron Knight
City	Chicago	State	IL	Zip	60631
Please attach a separate sheet if additional notice addresses are required.					

Contacts	Name	Phone	Email
Construction	Mike Lavitka	262-446-4317	
Emergency	NOCC	818-662-4662	
Legal			
Site Acquisition	Brian Smith	574-993-1247	blsmith@horvathcommunications.com
Other			

TOWER ATTACHMENTS			
NOTE: If adding to an existing installation, please list all equipment that will remain on the tower after installation is complete.			
	1	2	3
Manufacturer	EMS Wireless		
Model	RR65-19-02DP		
Quantity	12		
Dimensions	72"		
RAD Center AGL	90'		
Orientation	0/120/240		
Feedline Size	7/8"		
Feedline Quantity	24		
TTA			
LNA			
Frequencies	1900 MHz		

GROUND SPACE REQUIRED				
Shelter/Equipment Cabinet Type	3-S12000 Nortel		Dimensions	5' X 5'1 each
Type of Telco	<input type="radio"/> POTS <input checked="" type="radio"/> T1 <input type="radio"/> Microwave <input type="radio"/> Other	Please Specify:		
Generator <input checked="" type="checkbox"/> N/A	Fuel Type	Tank Size		
Additional Ground Space Required			Cabinets sit a concrete base	

TrinTel APPROVAL		
By:	Date: 1/29/04	Height*: 90'
Comments: Subject to LFR from BTB carrier, written notice of sublease & ground lessor		
*Height approval contingent upon the interference paragraph in the Site Lease Agreement & to any necessary structural analysis, zoning, FAA, or leasing approvals.		



# UNOFFICIAL COPY

## EXHIBIT C

### MEMORANDUM OF LEASE

CLERK: Please return this document to: VoiceStream GSM I Operation Company, LLC  
8850 W. Bryn Mawr  
Chicago, IL 60631

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between **Trinity Wireless Towers, Inc.**, a Texas corporation, with an office at 2201 W. Royal Lane, Suite 210, Irving, Texas 75063, (hereinafter referred to as "Lessor") and VoiceStream GSM I Operating Company, LLC, a Delaware limited liability company, with an office at 8850 W. Bryn Mawr, Chicago, IL 60631 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Site Lease ("Agreement") on the \_\_\_\_ day of \_\_\_\_\_ 2004, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on ("Commencement Date"), and terminating on the fifth anniversary of the Commencement Date with four (4) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Schedule 1 annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Schedule 2 annexed hereto.

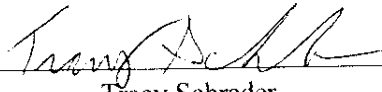
IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

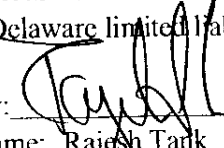
LESSOR

LESSEE

**TRINITY WIRELESS TOWERS, INC.**,  
a Texas corporation

**VoiceStream GSM I Operating Co., LLC.**  
a Delaware limited liability company

By:   
Name: Tracy Schrader  
Title: Vice President  
Date: 2-19-04

By:   
Name: Rajesh Tark  
Title: Executive Director  
Date: 2-13-04

# UNOFFICIAL COPY

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

LESSOR:

STATE OF TEXAS

COUNTY OF DALLAS

On \_\_\_\_\_, before me, Candice Powers, Notary Public, personally appeared Tracy Schrader, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(SEAL)  
Notary Public: Candice Powers

My commission expires: 9/23/04

LESSEE:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, Rajesh Tank, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(SEAL)  
Notary Public

My commission expires: \_\_\_\_\_

# UNOFFICIAL COPY

## SCHEDULE 1

### **LEASE SITE DESCRIPTION;**

A PARCEL OF LAND FOR LEASE SITE PURPOSES LOCATED WITHIN THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND OF THE WEST 4 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS;

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF RAND ROAD WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID POINT OF INTERSECTION BEING 77.99 FEET WESTERLY OF AS MEASURED ALONG SAID SOUTH LINE, THE SOUTHEAST CORNER OF SAID QUARTER; THENCE N.42°59'18"W., ALONG THE CENTER LINE OF RAND ROAD, 150.50 FEET ; THENCE N.47°00'32"E., 50.00 FEET TO THE SOUTHWESTERLY CORNER OF PARENT TRACT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF RAND ROAD; THENCE CONTINUING N.47°00'32"E., ALONG THE NORTHWESTERLY LINE OF SAID PARENT TRACT, 379.18 FEET TO THE EAST LINE OF THE WEST 4 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2 THAT IS 404.65 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE S.00°14'03"W., ALONG SAID EAST LINE OF THE WEST 4 ACRES, 103.01 FEET; THENCE S.47°00'39"W., 38.17 FEET; THENCE N.42°59'21"W., 20.00 FEET FOR A POINT OF BEGINNING; THENCE N.47°00'39"E., 45.00 FEET; THENCE N.42°59'21"W., 70.00 FEET; THENCE S.47°00'39"W., 45.00 FEET; THENCE S.42°59'21"E., 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 900.00 SQUARE FEET, IN COOK COUNTY, ILLINOIS.

### **ACCESS AND UTILITY EASEMENT DESCRIPTION;**

A PARCEL OF LAND FOR ACCESS AND UTILITY EASEMENT PURPOSES LOCATED WITHIN THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND OF THE WEST 4 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS;

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF RAND ROAD WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID POINT OF INTERSECTION BEING 77.99 FEET WESTERLY OF AS MEASURED ALONG SAID SOUTH LINE, THE SOUTHEAST CORNER OF SAID QUARTER; THENCE N.42°59'18"W., ALONG THE CENTER LINE OF RAND ROAD, 150.50 FEET ; THENCE N.47°00'32"E., 50.00 FEET TO THE SOUTHWESTERLY CORNER OF PARENT TRACT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF RAND ROAD; THENCE CONTINUING N.47°00'32"E., ALONG THE NORTHWESTERLY LINE OF SAID PARENT TRACT, 379.18 FEET TO THE EAST LINE OF THE WEST 4 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2 THAT IS 404.65 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE S.00°14'03"W., ALONG SAID EAST LINE OF THE WEST 4 ACRES, 103.01 FEET; THENCE S.47°00'39"W., 38.17 FEET; THENCE N.42°59'21"W., 20.00 FEET; THENCE N.47°00'39"E., 45.00 FEET; THENCE N.42°59'21"W., 20.00 FEET FOR A POINT OF BEGINNING; THENCE S.47°00'39"W., 45.00 FEET; THENCE N.42°59'21"W., 8.92 FEET; THENCE S.47°00'39"W., 270.51 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF RAND ROAD; THENCE N.42°59'18"W., ALONG SAID RIGHT OF WAY LINE, 17.00 FEET; THENCE N.47°00'39"E., 315.51 FEET; THENCE S.42°59'21"E., 20.92 FEET TO THE POINT OF BEGINNING, CONTAINING 4187.48 SQUARE FEET, IN COOK COUNTY, ILLINOIS.

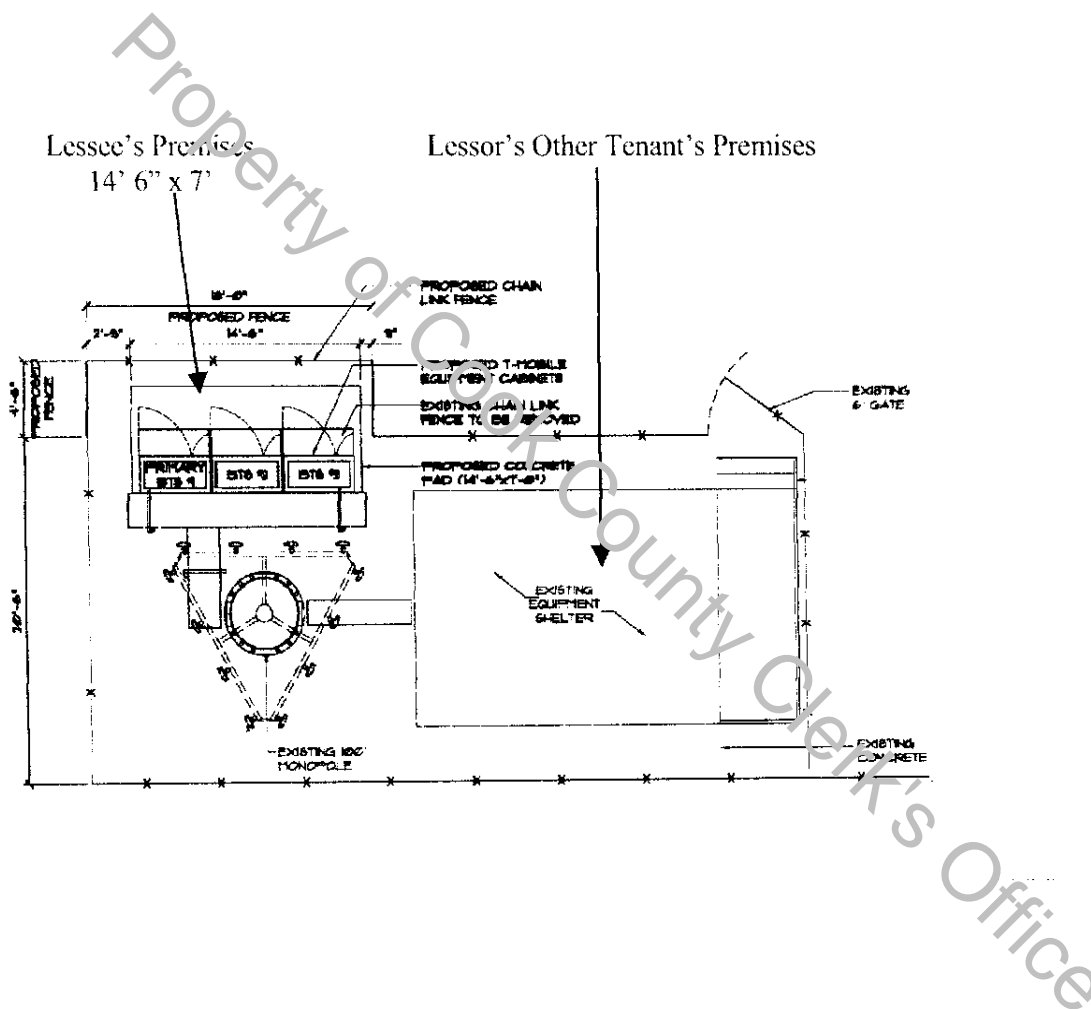
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## SCHEDULE 2

The Premises are described and/or depicted as follows:

Lessor's Other Tenant's Antennas @ 101' →

Lessee's Antennas @ 90' →



### Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

TRINITY WIRELESS TOWERS, INC. OFFICIAL COPY DDC.

**MASTER LEASE AGREEMENT**  
(Multiple Locations)

This Master Lease Agreement ("Agreement") is entered into as of the 21 day of June, 2001 (the "Effective Date"), between VoiceStream Wireless Corporation, a Delaware corporation, together with any of its designated subsidiaries, affiliates and partnerships that may hereafter enter into a Site Lease (collectively "Lessee"), and Trinity Wireless Towers, Inc., a Texas corporation, together with its designated subsidiaries and affiliates (collectively "Lessor").

**RECITALS**

**WHEREAS**, Lessee is licensed by the Federal Communications Commission ("FCC") to construct and operate wireless communications systems throughout the United States.

**WHEREAS**, Lessor owns, operates, leases, and/or manages various portions of real property throughout the United States, including, buildings, towers (each a "Tower"), tanks, and/or other improvements ("Improvements") thereon (each a "Site").

**WHEREAS**, Lessor desires to lease certain Sites to Lessee for the purpose of installing, operating, and maintaining communications facilities and services thereon.

**WHEREAS**, Lessee desires to lease certain Sites from Lessor for such purpose.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Master Lease.**

(a) This Agreement sets forth the basic terms and conditions upon which each Site or portion thereof is leased by Lessor to Lessee. This Agreement shall govern the relationship of the parties as to a specific Site if, and when, such leasing occurs with respect to that Site. Upon the parties' agreement to lease a particular Site to the other, and as to the particular terms of any such lease, the parties shall execute and attach hereto a completed Site Lease Agreement ("Site Lease") in the form attached hereto as **Exhibit A**, which is incorporated herein by this reference. The terms and conditions of any Site Lease shall govern and control in the event of a discrepancy or inconsistency with the terms and conditions of this Agreement.

(b) The term of this Agreement shall be for four (4) years commencing on the date of execution of same. Upon expiration of the initial term, this Agreement shall automatically renew for successive one-year (1) periods unless either party notifies the other of its intention not to renew at least ninety (90) days prior to commencement of a successive one-year (1) renewal period.

2. **Application.** From time to time during this Agreement, Lessee may submit applications to Lessor to lease space on a Site. An application to lease any Site shall be made by Lessee by submitting two (2) duly completed originals of the Application for Location on a Site ("Site Application") in the form attached hereto as **Exhibit B**, which is incorporated herein by this reference. Lessee may submit requests for multiple Sites at one time, and shall complete for each Site two (2) original Site Applications. Within ten (10) business days after receiving a completed Site Application request in the form of **Exhibit B**, Lessor shall notify Lessee if the requested space is available, and the rent under which Lessor shall make such Site available to Lessee by completing, executing and returning an original counterpart of the **Exhibit B** submitted by Lessee.

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3. Site Lease. Upon execution of a Site Lease, Lessor hereby leases to Lessee, and Lessee leases from Lessor, (a) space on the Approved Site as more particularly described in such Site Lease, (b) space on the related Improvements, (c) a non-exclusive right and easement for pedestrian and vehicular ingress and egress, and (d) a non-exclusive easement for utilities as described in the Site Lease (collectively, the "Premises"). The Approved Site shall be described or depicted in **Schedule 1**, attached to and incorporated into each individual Site Lease, and the Premises, including any and all access and utilities easements, shall be described or depicted in **Schedule 2**, attached to and incorporated into each individual Site Lease.

## 4. Tests, Approvals, and Permits.

(a) Lessor shall provide Lessee with any information in its possession regarding the Approved Site. Such information shall be provided within twenty (20) days of a site becoming an Approved Site under Paragraph 2 for informational purposes only, and may include, but shall not be limited to, lease agreements, title documents, soils, environmental reports, FAA approvals, tower drawings, foundation drawings, site plans, and construction drawings.

(b) Lessee is permitted, at its option and expense, to obtain a title report or title commitment, soil boring, percolation or other tests or reports of the Approved Site as are deemed appropriate by Lessee to determine the physical characteristics and conditions thereof. The data and the results of these tests shall be given to Lessor, and both parties shall treat this material in a confidential manner.

(c) Prior to the construction of Lessee's Facilities, Lessor, at its sole discretion, may require Lessee to obtain a structural analysis of the Tower for Lessor's approval, which approval shall not be unreasonably withheld. Such structural analysis shall be performed by a vendor approved in writing by Lessor which approval shall not be unreasonably withheld and shall include any existing equipment on the Tower. In the event the structural analysis indicates that the Tower is not of sufficient strength to support Lessee's intended use of the Tower, Lessee may either (a) terminate the Site Lease, or (b) upon Lessor's prior written approval, enhance the Tower to support such equipment. All enhancements to the Tower shall become Lessor's sole property upon installation.

(d) Lessor shall also provide Lessee copies of any and all approvals and/or permits obtained by Lessor ("Lessor's Approvals") within twenty (20) days of the Site becoming an Approved Site under Paragraph 2. Lessee shall determine whether additional governmental licenses, permits, approvals or other certification or documentation ("Additional Approvals") are required for Lessee's use of the Premises, and is responsible for obtaining such Additional Approvals at its sole cost and expense. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits, and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

## 5. Prime Lease.

(a) If Lessor leases the Approved Site, Lessor shall provide Lessee with a copy of its lease (the "Prime Lease") and any necessary consent to any Site Lease, which will be attached to and incorporated into the Site Lease as **Schedule 6**. Lessor shall diligently pursue the written consent of the Prime Landlord, if such consent to the Site Lease is required under the Prime Lease. Such written consent shall be attached to the Prime Lease and included in **Schedule 6** to the Site Lease. Notwithstanding anything to the contrary contained in this Agreement or in each individual Site Lease, this Agreement and all of Lessee's rights and obligations hereunder are expressly under and subject to the Prime Lease. In the event the Prime Lease expires or is terminated, the respective Site Lease shall terminate as between Lessor and Lessee on the

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effective date of termination of the Prime Lease, and Lessor shall have no liability to Lessee therefor unless such termination is due to a default by Lessor. Lessor shall give Lessee written notice of such termination or expiration of the Prime Lease in accordance with Paragraph 25(d) herein with as much advance written notice as possible or as soon as Lessor has knowledge of same. This Agreement, including any Site Lease, is subordinate and inferior to the Prime Lease, and Lessee will execute any documents reasonably requested by Lessor in furtherance thereof.

(b) Lessor will not do, attempt, permit, or suffer anything to be done which could be construed to be a violation of the Prime Lease, except as allowed in Paragraph 5(c), and further agrees to use its best efforts not to cause the termination of the Prime Lease due to its negligence. In the event Lessor receives any notice of any default or event that may, with the passage of time or notice or both, and Lessor fails to timely cure such default, Lessor shall immediately notify Lessee. Lessee shall have the right to contact the Prime Lease landlord for the purpose of curing any default as mentioned in the previous sentence. In the event that the Prime Lease terminates due to a default by Lessor, prior to the expiration of the Site Lease, Lessor shall be liable to Lessee for all damages suffered by Lessee as a result of such termination.

(c) If during the term of a Site Lease, Lessor desires to voluntarily terminate the Prime Lease underlying such Site Lease, pursuant to any provisions which may be contained therein or intends not to exercise any renewal options set forth therein, Lessor shall give written notice of same to Lessee (the "Termination Notice") at least sixty (60) days prior to: (i) the date upon which Lessor would be required to exercise any such renewal option; or (ii) the date of any voluntary termination notice as applicable. In such event, Lessee may offer to purchase the Site and Improvements, including Lessor's interest in the Prime Lease. If Lessor accepts Lessee's offer to purchase the Site and the Improvements, Lessor shall cooperate with Lessee in the acquiring (i) any necessary consents or approvals from the Prime Landlord, and (ii) the release of Lessor from further liability thereon. If the Prime Landlord consents to the assignment (if required under the Prime Lease) and the release of Lessor, Lessor and Lessee shall execute an agreement, in form reasonably satisfactory to Lessor and Lessee, which (i) assigns the Prime Lease to Lessee; (ii) terminates this Lease (except for indemnity obligations, pre-assignment payment obligations and payments which may be required by this Paragraph which shall survive termination); and (iii) evidences the Prime Landlord's consent to the assignment.

6. **Term.** Unless otherwise specified in the Site Lease, the term of each Site Lease shall be five (5) years commencing upon the sooner to occur of: (a) the date Lessee begins construction of its Equipment, or (b) one hundred and twenty (120) days from the execution of the Site Lease, ("Commencement Date") and terminating on the fifth (5th) anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided herein. Unless otherwise provided in the Site Lease, Lessee shall have the right to extend the Term for four (4) successive five (5) year periods (each a "Renewal Term") on the same terms and conditions as set forth herein. Each Site Lease shall automatically renew for each successive Renewal Term unless Lessee provides written notice to Lessor of its intention not to renew at least thirty (30) days prior to the expiration of the Term or any Renewal Term.

7. **Rent.** Within fifteen (15) days of the Commencement Date and on the fifth day of each month thereafter, Lessee shall pay to Lessor rent in accordance with each Site Lease ("Rent"). Rent shall be payable to Lessor as provided in the Site Lease, or at such other address as Lessor shall notify Lessee in accordance with Paragraph 25(d) below. Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall increase at the rate of three and one half percent (3.5%) per annum as of each anniversary date of the Commencement Date.

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## 8. Facilities; Access; and Utilities.

(a) Upon execution of a Site Lease, Lessee may erect, maintain, repair, replace, modify and operate on the Approved Site radio communications facilities, including without limitation, air conditioned equipment shelters and cabinets, utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas, and supporting equipment and structures thereto ("Lessee's Facilities"). All such equipment shall be identified in **Schedule 3** attached to the Site Lease and incorporated therein (the "Equipment").

(b) Title to the Lessee's Facilities shall be held by Lessee. All of Lessee's Facilities shall remain Lessee's personal property and are not fixtures. Upon notice to Lessor, Lessee has the right to remove all Lessee's Facilities at its sole expense on or before the expiration or earlier termination of each Site Lease; provided, Lessee repairs any damage to the Premises caused by such removal.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge; provided however, Lessee must contact Lessor to schedule a time to install, modify, or remove Lessee's Facilities.

(d) Unless otherwise specified in the Site Lease, Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any acts of Lessee that damage such roadways. Lessor's obligation to maintain and repair such roadway shall include normal wear and tear.

(b) Lessee shall obtain separate utility service, including electricity and telephone lines, from any utility company that will provide service to the Site (including a standby power generator for Lessee's exclusive use). Lessee shall be responsible for obtaining its own meter or service for the utilities it uses hereunder. Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over across or through the Site as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company.

9. Construction Liens. Lessee shall not permit any construction lien to be filed against its interest under this Agreement, the Site Lease, or any interest it holds in the Approved Site. If any such lien shall attach, Lessee shall bond it over or otherwise cause it to be discharged within thirty (30) days from the date of its filing. Nothing in this Agreement shall be deemed or construed to give Lessee the right or authority to contract for, or authorize or permit the performance of, any labor or services, or the furnishing of any material that would permit the attaching of a construction lien to any interest in the Site.

## 10. Interference.

(a) Based upon information which shall be supplied by Lessor prior to the execution of any Site Lease and included in such Site Lease as **Schedule 4**, Lessee will evaluate the possibility of interference to the Lessee's Facilities at the Site from Lessor's current use of the Site and from other existing uses of the Site. Lessee shall operate the Lessee's Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Site, provided that their installations predate that of Lessee's Facilities. All operations by Lessee shall be in compliance with all FCC requirements.



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(b) Subsequent to the installation of Lessee's Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment or substantially modify existing equipment on the Premises or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. If any of the above interference cannot be eliminated within a reasonable length of time, but not to exceed seventy-two (72) hours after notice thereof, Lessor shall cause the interference to cease except for brief tests necessary for the elimination of the interference. In the event Lessor fails to comply with this paragraph, Lessor acknowledges that continuing interference may cause irreparable injury and therefore, Lessee shall have the right to pursue any remedies afforded it under FCC regulations, in addition to any other right that it may have at law or in equity, to bring a court action to enjoin such interference or may immediately terminate the Site Lease upon written notice, without penalty.

## 11. RF Compliance.

(a) Based upon information which shall be supplied by Lessor prior to the execution of any Site Lease and included in such Site Lease as **Schedule 4**, Lessee will evaluate the possibility that the addition of the Lessee's Facilities would cause the Site to exceed the FCC radiated power density maximum permissible exposure ("MPE") limits for workers and the general public. Lessee shall operate the Lessee's Facilities in a manner that will not cause the Site to exceed the FCC specified MPE.

(b) Subsequent to the installation of Lessee's Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment or modify existing equipment on the Premises or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause the Site to exceed the MPE limits for the Site. Such excess radiated power densities shall be deemed a material breach by Lessor. In the event excess radiated power densities occur, Lessor agrees to take, or to cause any subsequent lessee or licensee whose use of the Site results in the FCC specified MPE limits being exceeded, to promptly take all mitigation action necessary to eliminate such excess radiated power densities within thirty (30) days. In the event Lessor fails to comply with this paragraph, Lessee may terminate the affected Site Lease and/or pursue any other remedies available under this Agreement and the Site Lease, at law, and/or at equity, including injunctive relief.

12. Taxes. If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to Lessee's Facilities. Lessor shall ensure that all real property taxes, assessments and deferred taxes on the Site are paid. If any increase to Lessor's real property taxes is the direct result of Lessee's improvements to the Site, then Lessee will reimburse Lessor its proportionate share of such tax increase provided that, as a condition of Lessee's obligation to pay such tax increases, Lessor shall provide to Lessee documentation from the taxing authority, reasonably acceptable to Lessee, indicating that the increase is due to Lessee's improvements.

13. Termination. A Site Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) By either party upon a default of any covenant or term thereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is fifteen (15) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by either party if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee's Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Site is no longer appropriate for its operations for engineering, environmental or technological reasons; or by Lessee during any Renewal Term, for economic, environmental or technological considerations.

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14. [Intentionally deleted]

15. Casualty or Condemnation.

(a) Casualty. If there is a casualty to any Improvements upon which Lessee's Facilities is located, Lessor must within sixty (60) days of such casualty, determine and give written notice to Lessee, of Lessor's decision whether to repair and restore the structure or to terminate the Prime Lease. Lessee may, unless prohibited by the Prime Lease, at Lessee's expense, including obtaining requisite approvals and permits, immediately erect on the Premises or an unused portion of the Site, a temporary communications facility, including any supporting structure, during Lessor's above determination period or while Lessor makes repairs to the structure. Upon completion of such repair or restoration, Lessee is entitled to reinstall Lessee's Facilities. In the event such repairs or restoration will require more than sixty (60) days to complete, Lessee shall have the right to terminate the applicable Site Lease without penalty or further liability upon thirty (30) days prior written notice.

(b) Condemnation. If there is a condemnation of the Site, including without limitation a transfer of the Site by consensual deed in lieu of condemnation, then the Site Lease for the condemned Site will terminate upon transfer of title to the condemning authority, without further liability to either party under this Agreement. Lessee shall have the right to pursue a separate condemnation award for Lessee's Facilities from the condemning authority.

16. Insurance.

(a) Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee's Facilities, Commercial General Liability insurance with a combined single limit for bodily injury and property damage of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein.

(b) Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Site, Commercial General Liability insurance with a combined single limit for bodily injury and property damage of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Site.

(c) Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph prior to Commencement Date and prior to expiration date of such coverage thereafter.

17. Waiver of Subrogation. Lessor and Lessee each hereby waives any rights it may have against the other (including, but not limited to, a direct action for damages) on account of any loss or damage occasioned to Lessor or Lessee, as the case may be (EVEN IF SUCH LOSS OR DAMAGE (A) IS CAUSED BY THE FAULT, NEGLIGENCE, OR OTHER TORTIOUS CONDUCT, ACTS OR OMISSIONS [EXCLUDING GROSS NEGLIGENCE AND WILLFUL MISCONDUCT] OF THE RELEASED PARTY OR THE RELEASED PARTY'S DIRECTORS, EMPLOYEES, AGENTS OR INVITEES AND/OR (B) IS FOUND THAT THE RELEASED PARTY IS STRICTLY LIABLE FOR SUCH LOSS OR DAMAGE), to their respective property, the Site, or the Lessee's Facilities arising from any risk (without regard to the amount of coverage or the amount of deductible) covered by the waiving party's insurance which is in effect at the time of the loss or damage. Without in any way limiting the foregoing waivers and to the extent permitted by applicable law, the parties hereto, each on behalf of their

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respective insurance companies insuring the property of either Lessor or Lessee against any such loss, waive any right of subrogation that Lessor or Lessee or their respective insurers may have against the other party or their respective officers, directors, employees, agents, or invitees and all rights of their respective insurance companies based upon an assignment from its insured. Lessor and Lessee each agrees immediately to give their respective insurer written notification of the terms of the mutual waivers contained in this paragraph and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

18. **Estoppel Certificate.** Lessee shall from time to time, within twenty (20) days after receipt of request by Lessor, deliver a written statement addressed to Lessor certifying:

(a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);

(b) that the lease attached to the certificate is a true and correct copy of this Agreement, and all amendments hereo;

(c) that to the knowledge of Lessee, Lessor has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as Lessee is able to provide;

(d) the term of this Agreement and the Rent then in effect and any additional charges;

(e) the date through which Lessee has paid Rent;

(f) that Lessor is not in default under any provision of this Agreement (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Lessor or Lessee; and

(g) such other matters as are reasonably requested by Lessor.

Without in any way limiting Lessor's remedies which may arise out of Lessee's failure to timely provide an estoppel certificate as required herein, Lessee's failure to deliver such certificate within such time shall be conclusive (i) that this Agreement is in full force and effect, without modification except as may be represented by Lessor; (ii) that there are no uncured defaults in Lessee's or Lessor's performance hereunder; and (iii) that no Rent, except for the then current month, has been paid in advance by Lessee.

19. **Assignment and Subletting.**

(a) Except as provided herein, Lessee may not assign, sublet or otherwise transfer all or any part of its interest in this Agreement or any Site Lease or in the Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in the foregoing, Lessee may assign, without Lessor's consent, its interest to its parent company, any joint partner, subsidiary or affiliate of its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any. In the event of an assignment, Lessee shall be relieved of all performance, liabilities and obligations under this Agreement, any Site Lease or in the Premises subject thereto. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer, without consent, its respective interests in this Agreement or any Site Lease to any financing entity to whom Lessee: (i) has obligations for borrowed money or in respect of

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guaranties thereof; (ii) has obligations evidenced by bonds, debentures, notes or similar instruments; or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

(b) Lessor may assign this Agreement or any Site Lease upon written notice as provided in Paragraph 25(d) below, subject to assignee assuming all of Lessor's obligations herein. Notwithstanding anything to the contrary contained in this Agreement, Lessor may assign, mortgage, pledge, hypothecate or otherwise transfer, without consent, its respective interests in this Agreement or any Site Lease to any financing entity to whom Lessor: (i) Has obligations for borrowed money or in respect of guaranties thereof; (ii) has obligations evidenced by bonds, debentures, notes or similar instruments; or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

20. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Except as described in Schedule 5 and Schedule 6 of the Site Lease, Lessor owns or has good leasehold interests in the Sites and has rights of access thereto; (ii) Lessor has full right to make and perform this Agreement and each Site Lease entered into pursuant to the terms hereof; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises.

21. **Repairs.** Lessee shall make any repairs to the Premises or Site necessitated by Lessee's or Lessee's agents, contractors, negligence, willful misconduct, or intentional act. Upon expiration or termination of each Site Lease, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

22. **Hazardous Substances.** Lessee and Lessor agree that they will not use, store or dispose of any Hazardous Material on, under, about or within any Site in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which any Site is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

23. **Liability and Indemnity.** Lessee and Lessor shall indemnify and hold the other harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims), excluding negligence and intentional misconduct by the indemnitee, arising from the acts or omissions of the indemnifying party, its agents, employees, licensees, invitees, contractors, or tenants occurring in or about the Site. In no event shall the liability of Lessee or Lessor under this Agreement extend to consequential damages including but not limited to lost profits. The duties and liabilities described in this paragraph shall survive termination of this Agreement.

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## 24. Marking and Lighting Requirements.

(a) Lessor shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. In the event a third party causes the Site to be in noncompliance, Lessor shall be responsible for remedying the noncompliance and Lessor shall indemnify and hold Lessee harmless from such noncompliance. Should Lessee be cited because the Site is not in compliance, and should Lessor fail to cure the conditions of noncompliance, Lessee may either terminate the affected Site Lease or, with prior written notice to Lessor and allowing Lessor a reasonable opportunity to cure, proceed to cure the conditions of noncompliance at Lessor's expense, which amounts may be deducted from the Rent or billed to Lessor at Lessee's option.

(b) If lighting requirements apply and a lighting automatic alarm system has been installed by Lessor, Lessor shall allow Lessee to bridge-in to the system to permit a parallel alarm or to install a second alarm (to the extent permitted under the Prime Lease) if a bridge would not interfere with Lessor's alarm. Lessee shall be responsible for the cost and expense of maintaining the bridge or parallel alarm. Notwithstanding anything in this paragraph, the responsibility for compliance with FAA and FCC requirements shall remain with Lessor as provided in Paragraph 24(a).

## 25. Notice

Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor:	Trinity Wireless Towers, Inc. 2201 W. Royal Lane, Suite 210 Irving, Texas 75063 Attn: Property Manager
With a copy to:	Trinity Wireless Towers, Inc. 2201 W. Royal Lane, Suite 210 Irving, Texas 75063 Attn: General Counsel
Lessee:	VoiceStream Wireless Corporation 3650 131 <sup>st</sup> Ave. S.E., Suite 200 Bellevue, WA 98006 Attn: Leasing Administrator With a copy to: Attn.: Legal Department

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

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## 26. Miscellaneous.

(a) This Agreement together with each Site Lease entered into pursuant to the terms hereof constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement and each Site Lease must be in writing and executed by both parties.

(b) If any provision of this Agreement or any Site Lease is invalid or unenforceable with respect to any party, the remainder of this Agreement and/or Site Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement and/or Site Lease shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement and each Site Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Each Site Lease and this Agreement as applied to that Site Lease shall be construed in accordance with the laws of the county and state in which the Site is located.

(e) No Liens. Each Lessee's Facilities and related property located upon any Premises by Lessee pursuant to the terms of this Agreement and the applicable Site Lease shall at all times be and remain the property of Lessee and shall not be subject to any lien or encumbrance created or suffered by Lessor. Lessee has the right to make such public filings as it deems necessary or desirable to evidence Lessee's ownership of Lessee's Facilities. Lessor hereby waives any and all lien rights it may have, statutory or otherwise concerning Lessee's Facilities or any portion thereof which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee and its mortgages ("Mortgagees") the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Lessee's and/or Mortgagee's sole discretion and without Lessor's consent.

(f) Lessor acknowledges that a Memorandum of Lease in the form annexed hereto as Exhibit C may be recorded by Lessee in the Official Records of the city or county where the Premises is located; provided however, that Lessee provide Lessor a copy of any such filing. Lessee may obtain title insurance on its interest in the Premises. Lessor shall cooperate by executing documentation required by the title insurance company.

(g) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement or any Site Lease, such party shall not unreasonably delay or withhold its approval or consent.

(h) The prevailing party in any litigation arising hereunder or under any Site Lease shall be entitled to its reasonable attorneys' fees, expert witness fees and court costs, including appeals, if any.

(i) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(j) All Riders and Exhibits annexed hereto form material parts of this Agreement and each Site Lease.

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(k) This Agreement and any Site Lease may be executed in duplicate counterparts, each of which shall be deemed an original.

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

(m) Authorized Lessee. Lessee enters into this Agreement on its own behalf and for the benefit of Lessee's subsidiaries, affiliates and joint partners. Such Lessee subsidiaries, affiliates and joint partners are referred to herein as an "Authorized Lessee". While Lessee is authorized to act on behalf of each Authorized Lessee in connection with the execution of this Agreement, it is understood and agreed to, that only the Authorized Lessee executing the applicable Site Application and Site Lease shall be liable to Lessor with respect to that Site Application and Site Lease and all matters associated with Authorized Lessee's use of that Site. Nothing contained herein shall be construed so as to limit the liability of an assignee as provided in paragraph 19(a) herein, even if such assignee is Lessee, or one of its affiliates, subsidiaries or joint partners. No obligation is incurred or liability accepted by any Authorized Lessee until that Authorized Lessee enters into a Site Application and/or Site Lease. All communications and invoices relating to a Site Application or Site Lease must be directed to the Authorized Lessee signing that Site Application or Site Lease. A default by any Authorized Lessee will not constitute or serve as a basis for a default by any other Authorized Lessee.

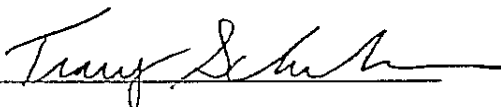
IN WITNESS WHEREOF, the parties have executed this Master Lease Agreement as of the date first above written.

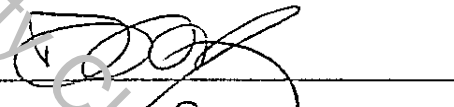
LESSOR

LESSEE

TRINITY WIRELESS TOWERS, INC.,  
a Texas corporation

VOICESTREAM WIRELESS CORP.,  
a Delaware corporation





Name: Tracy Schrader

Name: Dave Mayo

Title: Vice President

Title: Vice President

Date: 6-19-01

Date: 6-20-01

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## EXHIBIT A

### SITE LEASE

By and between Trinity Wireless Towers, Inc. ("Lessor") and \_\_\_\_\_ ("Lessee") pursuant to and in accordance with the Master Lease Agreement between VoiceStream Wireless Corporation, a Delaware corporation together with its designated subsidiaries, affiliates and partnerships and Trinity Wireless Towers, Inc., a Texas corporation, together with its designated subsidiaries and affiliates.

1. Site No./Name: Lessor:  
Lessee:
2. Site Address:
3. Commencement Date:
4. Monthly Rent:
5. Term:
6. Term of Underlying Lease: \_\_\_ years with \_\_\_ successive \_\_\_ year renewals. (Commencement Date: \_\_\_\_\_).
7. Lessor Contact for Access for Emergency:
8. Lessor's Address for Notice Purposes:
9. Lessee Contact for Emergency:
10. Lessee's Address for Notice Purposes:
11. All of the terms of the Master Lease Agreement are incorporated herein by this reference; provided however, that this Site Lease shall control in the event of any discrepancy between the two.

LESSOR

LESSEE

TRINITY WIRELESS TOWERS, INC.,  
a Texas corporation

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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Attachments:

- Schedule 1: Description of Site
- Schedule 2: Description of Premises
- Schedule 3: Equipment
- Schedule 4: RF Information
- Schedule 5: Existing Mortgages, rights of way, and Easements
- Schedule 6: Prime Lease and Owner Consent

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## SCHEDULE 1

### DESCRIPTION OF SITE

to the Site Lease dated \_\_\_\_\_, 200\_\_\_\_ by and between TRINITY WIRELESS TOWERS, INC., a Texas corporation, as Lessor, and \_\_\_\_\_, as Lessee.

The Site is described and/or depicted as follows:

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## SCHEDULE 2

### DESCRIPTION OF PREMISES

to the Site Lease dated \_\_\_\_\_, 200\_\_\_\_ by and between TRINITY WIRELESS TOWERS, INC., a Texas corporation, as Lessor, and \_\_\_\_\_, as Lessee.

The Premises are described and/or depicted as follows:

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Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

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## SCHEDULE 3

### EQUIPMENT

to the Site Lease dated \_\_\_\_\_, 200\_\_ by and between TRINITY WIRELESS TOWERS, INC., a Texas corporation, as Lessor, and \_\_\_\_\_ as Lessee.

Lessee's Facilities shall include the following:

Type and Size of Shelter: \_\_\_\_\_  
\_\_\_\_\_

Make of Antennas: \_\_\_\_\_  
\_\_\_\_\_

Number of Antennas: \_\_\_\_\_  
\_\_\_\_\_

Number of Feed Lines: \_\_\_\_\_  
\_\_\_\_\_

Size of Feed Lines: \_\_\_\_\_  
\_\_\_\_\_

Other Equipment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## SCHEDULE 4

### RF INFORMATION

to the Site Lease dated \_\_\_\_\_, 200\_\_\_\_ by and between TRINITY WIRELESS TOWERS, INC., a Texas corporation, as Lessor, and \_\_\_\_\_ as Lessee.

LESSOR'S OTHER TENANT FREQUENCIES: @ HEIGHT ON THE TOWER

setup:  
alpha face:  
beta face:  
gamma face:

LESSEE'S FREQUENCIES: @ HEIGHT ON THE TOWER

setup:  
alpha face:  
beta face:  
gamma face:

OTHER KNOWN FREQUENCIES ON PROPERTY:

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## SCHEDULE 6

### PRIME LEASE AND OWNER CONSENT

to the Site Lease dated \_\_\_\_\_, 200\_\_ by and between TRINITY WIRELESS TOWERS, INC., a Texas corporation, as Lessor, and \_\_\_\_\_ as Lessee.

The prime lease and owner consent, if necessary, are attached hereto.

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## EXHIBIT B

### APPLICATION FOR LOCATION ON TRINITY WIRELESS TOWERS' SITE

By and between Trinity Wireless Towers, Inc. ("Lessor") and \_\_\_\_\_ ("Lessee") pursuant to and in accordance with the Master Lease Agreement between VOICESTREAM WIRELESS CORPORATION, a Delaware Corporation, together with its designated subsidiaries, affiliates and joint partners, and TRINITY WIRELESS TOWERS, INC., a Texas corporation, together with its designated subsidiaries and affiliates.

TO: Trinity Wireless Towers, Inc.  
2201 W. Royal Lane, Suite 210  
Irving, Texas 75063  
Attn: Leasing Department  
(972) 869-1215 Fax

Lessee hereby makes application to co-locate on your site located at:

Lessor's Site Name and Number: \_\_\_\_\_  
Lessee's Site Name and Number: \_\_\_\_\_  
Lats and Longs: \_\_\_\_\_  
Site Address: \_\_\_\_\_

Reservation Period Start/End Date: \_\_\_\_\_

Right of First Refusal Period Start/End Date: \_\_\_\_\_

Our proposed equipment installation will include the following:

Square Footage for Premises: \_\_\_\_\_

Type and Size of Shelter: \_\_\_\_\_

Make and Number of Antennas: \_\_\_\_\_

Desired orientation: \_\_\_\_\_

Desired height on tower: \_\_\_\_\_

Frequencies: \_\_\_\_\_

Number and type of feed lines: \_\_\_\_\_

Amount of Power anticipated: \_\_\_\_\_

Telephone Line Requirements: \_\_\_\_\_

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Other desired equipment: \_\_\_\_\_  
\_\_\_\_\_

Requested by:  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Company: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted by Trinity Wireless Towers, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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## EXHIBIT C

### MEMORANDUM OF LEASE

CLERK: Please return this document to:

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between **Trinity Wireless Towers, Inc.**, a Texas corporation, with an office at 2201 W. Royal Lane, Suite 210, Irving, Texas 75063, (hereinafter referred to as "Lessor") and \_\_\_\_\_, with an office at \_\_\_\_\_ (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Site Lease ("Agreement") on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement

2. The term of the Agreement is for \_\_\_\_ ( ) years commencing on \_\_\_\_\_, 200\_\_ or \_\_\_\_\_, 200\_\_, whichever first occurs ("Commencement Date"), and terminating on the \_\_\_\_\_ anniversary of the Commencement Date with \_\_\_\_ ( ) successive \_\_\_\_ ( ) year options to renew.

3. The Land which is the subject of the Agreement is described in Schedule 1 annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in schedule 2 annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR

LESSEE

Trinity Wireless Towers, Inc., a Texas corp.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

LESSOR:

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

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STATE OF TEXAS

COUNTY OF DALLAS

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_(SEAL)  
Notary Public

My commission expires: \_\_\_\_\_

LESSEE:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_(SEAL)  
Notary Public

My commission expires: \_\_\_\_\_