THIS DOCUMENT PREPARED BY, and WHEN RECORDED RETURN TO:

Michael Fraunces, President (858) 799-7850 Md7 Capital Three, LLC 10590 West Ocean Air Drive Suite 303 San Diego, CA 92130



Doc#: 1101933008 Fee: \$52.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/19/2011 08:27 AM Pg: 1 of 9

Parcel #: 19-06-401-008-0000

RDER'S USE

RECOGNITION AGREEMENT

THIS RECOGN. FION AGREEMENT ("Agreement") is entered into as of October 25, 2010, by and among Village of Stickney, previously referred to as Village of Stickney, Illinois ("Landlord"), whose mailing address for notices is 6533 Pershing Road, Stickney, IL 60402, T-Mobile Central LLC, a Delaware limited liability company, 25 successor in interest to VoiceStream GSM I Operating Company, LLC ("T-Mobile Subtenant"), whose mailing address for notices is Attn: Lease Administrator and Legal Department, 2001 Butterfield Road, Suite 1900, Downers Grove, IL 60515; with a copy to Attn: Lease Administrator and Legal Department, T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, Washington 98006, and Md7 Capital Three, LLC, a Delaware limited liability company ("Tenant"), whose mailing address for notices is 10590 West Ocean Air Drive, Suite 303, San Diego, California 92130. The effective date of this Agreement is December 10, 2010 ("Effective Date").

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain. She Lease dated August 27, 2003, as amended by that certain First Amendment to Site Lease dated effective as of December 10, 2010 (as supplemented and amended from time to time, collectively, the "Lease"), which demises certain premises located at 6419 43rd Street, Stickney, IL 60402, previously referred to as 6419 West 43rd, Stickney/Cook/Illinois 60402 ("Premises"), as more particularly described on Exhibit A attached hereto and incorporated herein;

WHEREAS, pursuant to the terms and conditions of the Lease, the Modified Term (as defined in the Lease) of the Lease expires on December 9, 2035 (the "Lease Expiration Date"), and Lindlord has agreed to modify the Rent (as defined in the Lease) due under the Lease in exchange for a Rent Lock-In Period (as defined in the Lease);

WHEREAS, Tenant is subleasing the Premises to T-Mobile Subtenant pursuant to that certain Site Sublease and Assignment Agreement between such parties (as supplemented and amended from time to time, the "Sublease");

WHEREAS, pursuant to the terms and conditions of the Sublease, T-Mobile Subtenant enjoys all of the rights of Tenant under the Lease during the term of the Sublease and T-Mobile Subtenant has agreed to perform all of the obligations of Tenant under the Lease other than the payment of Rent; and

WHEREAS, Landlord, T-Mobile Subtenant and Tenant have agreed to enter into this Agreement on the terms and conditions set forth below.

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Box 400-CTCC

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AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference and of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Sublease Permission</u>. Landlord hereby acknowledges and agrees that the Sublease is permitted under the terms and conditions of the Lease.
- Recognition; Nondisturbance. Landlord agrees that T-Mobile Subtenant shall be a third party beneficiary under the Lease, and hereby recognizes T-Mobile Subtenant's rights to use, possess and enjoy the Fremises pursuant to the Sublease as being valid and enforceable rights. Landlord agrees not to disturb or interfere with any of T-Mobile Subtenant's rights to use, possess or enjoy the Premises at any time prior to the Fremise Expiration Date, for any reason, provided that T-Mobile Subtenant timely cures any T-Mobile Subtenant's exercise of all rights and options under the Lease on behalf of Tenant as tenant thereunder (including, without limitation, all tenant remedies and rights to renew the term of the Lease beyond the Lease Expiration Date); (b) T-Mobile Subtenant's performance of the Tenant's obligations as tenant under the Lease; and (c) any assignment by Tenant of the tenant's rights under the Lease to T-Mobile Subtenant. For purposes hereof, the term "T-Mobile Subtenant Default" means any material default under the Lease on account of T-Mobile Subtenant's use of the Premises in a manner prohibited thereby or on account of any failure by T-Mobile Subtenant to pay any monetary obligations (excluding Rent) that are required to be paid or reimbursed under the Lease (if applicable).
- 3. <u>Sublease Rent Payments and Rent Lock-In</u>. The parties acknowledge and agree that, pursuant to the Sublease, T-Mobile Subtenant is responsible for paying monthly base rent payments to Tenant and that T-Mobile Subtenant has agreed to a rent lock-in period ("Sublease Rent Lock-In Period") that runs concurrently with the Rent Lock-In Period.
- 4. Additional Rent and Other Payments under Leace Landlord acknowledges and agrees that T-Mobile Subtenant shall not be required to pay any Rent variet the Lease, unless and until T-Mobile Subtenant becomes the "tenant" under a New Lease (defined below) pursuant to Section 6 below; provided, however, the parties agree that T-Mobile Subtenant shall be responsible for, and shall timely pay directly to Landlord: (a) any payments due under the Lease for utilities, insurance, real property taxes and maintenance charges (collectively, "Owner Reserved Payments"), (b) any Additional Premises Rent (as defined in the Lease), and Landlord agrees to look only to T-Mobile Subtenant for such payments under the Lease.
- 5. No Amendment. Landlord agrees that it will not amend or modify the Lease without the consent of T-Mobile Subtenant, which consent T-Mobile Subtenant may withhold in its sole and absolute discretion if (in T-Mobile Subtenant's reasonable judgment) the amendment or modification would materially or adversely affect T-Mobile Subtenant's rights in and to the Premises, including, without limitation, any and all changes to the Rent and other charges payable under the Lease, any modifications of the term of the Lease and any modifications to the Premises or rights appurtenant to the Premises. If (in T-Mobile Subtenant's reasonable judgment) the amendment or modification would not materially or adversely affect T-Mobile Subtenant's rights in and to the Premises, then T-Mobile Subtenant may not unreasonably withhold, condition or delay its consent to such amendment or modification. Landlord shall not cause or join in any rescission, rejection or other termination of the Lease prior to the Lease Expiration Date, without the express prior written consent of T-Mobile Subtenant.

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6. <u>Direct Lease</u>; Attornment by T-Mobile Subtenant. If, at any time during the term of the Sublease, the Lease is either rescinded, rejected or otherwise terminated (except in connection with an uncured T-Mobile Subtenant Default), then Landlord shall promptly notify T-Mobile Subtenant thereof, and Landlord agrees, upon T-Mobile Subtenant's request, to enter into a direct lease between Landlord, as landlord, and T-Mobile Subtenant, as tenant, for the remainder of the period prior to the Lease Expiration Date, on the same terms and conditions as set forth in the Lease, including, without limitation, all Rent, any remaining portion of the Rent Lock-In Period, and the Renewal Terms (a "New Lease"). From and after the first day of the first full month following the date Landlord and T-Mobile Subtenant enter into a New Lease, if at all, T-Mobile Subtenant shall commence paying Rent directly to Landlord and T-Mobile Subtenant shall not be responsible for any Rent unpaid by Tenant; provided, however, that T-Mobile Subtenant shall continue to be responsible for the payment of all Owner Reserved Payments and Additional Premises Rent, if applicable.

7. **General Provisions**.

- (a) This Agreement constitutes the final, complete and exclusive statement between the parties to this Agreement supersedes all prior and contemporaneous understandings or agreements of the parties with regard to the subject matter hereof, and is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. Any agreement made after the date of this Agreement is ineffective to modify, waive, or terminate this Agreement, in whole or in part, unless that agreement is in writing, is signed by all parties to this Agreement, and specifically states that the agreement modifies this Agreement.
- (b) This Agreement will be governed by, and construed in accordance with the internal laws of the state where the Premises are located.
- (c) If any provision of this Agreement is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement will not be affected, and each provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.
- (d) Landlord shall promptly deliver to T-Mobile Subtenant a copy of any and all notices which Landlord is required to give under the Lease, and easy other notice or official communication given by Landlord to Tenant with respect to the Lease. Any rotice under this Agreement will be delivered personally, by certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed to the party to whom it is intended. Any notice given to Landlord or T-Mobile Subtenant shall be sent to the respective address set forth below, or to such other address as that party may designate for service of notice by a notice given in accordance with the provisions of this paragraph. A notice sent pursuant to the terms of this paragraph shall be deemed delivered when delivery is attempted, if delivered personally, two (2) business days after deposit into the United States mail, or the day following deposit with a nationally recognized overnight courier.

Landlord's Address:	T-Mobile Subtenant:	Tenant:
Village of Stickney	T-Mobile Central LLC	Md7 Capital Three, LLC
6533 Pershing Road	2001 Butterfield Road	10590 West Ocean Air Drive
Stickney, IL 60402	Suite 1900	Suite 303
	Downers Grove, IL 60515	San Diego, California 92130
	Attn: Lease Administrator	
		Attn: Legal Department
	With a copy to:	
	Attn: Legal Department	
Send Rent Schedule Payments to:	With a copy to:	
William Control		
Village of Stickney	T-Mobile USA, Inc.	
Attn: Village President	12920 SE 38th Street	
6533 Pershing Road Stickney, IL 60402	Bellevue, Washington 98006	
Sticklicy, IL 00402	Attn: Lease Administrator	
9	and with a computer	
	And with a copy to:	
	Attn. Legal Department	

- (e) If, after the Effective Due of this Agreement, either party commences any litigation or other legal proceeding against the other party arising out of, or in connection with, this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs of suit.
- (f) Each party to this Agreement will, a its own cost and expense, execute and deliver such further documents and instruments and will take suc 1 other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.
- (g) Landlord acknowledges and agrees that T-Mobile subtenant lacks an adequate remedy at law if Landlord does not honor its obligations under this Agreement, and that Landlord's obligations hereunder shall be enforceable by means of an action for specific person mance and other equitable relief.
- (h) This Agreement runs with the land of which the Premises are a part, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (i) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

LANDLORD:

Villa	age of Stickney
By:	Janual Okarlly
_,	Daniel A. O'Reilly, Village President
	\triangle
By:	andry Mcholans
•	Audrey McAdar y, Village Clerk

T-MOBILE SUBTENANT:

T-MOBILE SUBTENANT:
T-Mobile Central LLC, a Delaware limited liability company
By:
Print Name: Kim Curtis
Title: <u>Director - Engineering Development</u> Daniel W Granquist
'Q

Control Office

TENANT:

Md7 Capital Three, LLC, a Delaware limited liability company

By:	
Print Name:	Thomas E. Leddo
Title:	Vice President

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LANDLORD ACKNOWLEDGEMENT

STATE OF ILLINOS						
COUNTY OF COOK						
On						
WITNESS my hand and official seal. Signature						
LANDLORD ACKNOWLEDGEMENT						
STATE OF FLC, NO 15 COUNTY OF COOK						
On November 4, 20 10 before me, [print name and title of notarial officer here:] Kasnicka, Deputy Clerk, personally appeared Audrey McAdams , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscibed to the within instrument and acknowledged to me that 5 he executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.						
WITNESS my hand and official seal. Signature Kurt Kasnicka My commission expires: 9/29/20/13 OFFICIAL SEAL KURT KASNICKA NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:09/29/13 (Seal)						

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T-MOBILE SUBTENANT ACKNOWLEDGEMENT

STATE OF ILLINOIS)					
COUNTY OF DUPAGE)					
I certify that I know or have s the person who appeared bef oath stated that she was at Engineering Development of uses and purposes mentioned	ore me, and said person ac athorized to execute the inf T-Mobile Central LLC as	cknowledged to nstrument and	acknowledged it as D	irector -		
Dated 13/1 Signature Nuiv	Laun Bra	ent	OFFICIAL SEA MARIANNE GRA! Notary Public, State of My Commission Expires De	N I Illinois		
Title: Notary Public	Ox		***************************************	(Seal)		
My commission expires:	TENANT ACKNOW	D ELLENIEN	T.			
TENANT ACKNOWLEDGFMENT						
STATE OF CALIFORNIA COUNTY OF SAN DIEGO)) ss:)	<u> </u>	07			
On No 22 Public, personally appeared _ the basis of satisfactory evide acknowledged to me that he einstrument the person, or the	Thomas E. Leddo nce to be the person whose executed the same in his aut	horized capaci	ty, and that by his signal	ment and are on the		
I certify under PENALTY C paragraph is true and correct.	OF PERJURY under the la	ws of the Stat	e of California that the	foregoing		
WITNESS my hand and offic Signature:	ial seal.	W. M.	HOLLY NIGH COMM. #1861483 Notary Public - California OSan Diego County Comm. Expires Aug. 16, 2013	(Seal)		

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EXHIBIT A

LEGAL DESCRIPTION

Street Address: 6419 43rd Street, Stickney, IL 60402

Parcel #: 19-06-401-008-0000, previously referred to as 19-06-401-008

Legal Description:

That certain communications facility site (and access and utility easements) on a portion of the real property described as follows:

SIRIFIT PROFESTY

THE MONTH JOD FEET OF THE EAST 973 FEET OF LOT 20 IN INCOENSING MARBONS ON, NEWS A SURENISON OF THE EAST HALF OF SECTION IL TOWNSHIP JO MONTH, THINGE 13 EAST OF THE THIRD PROPERTY MERSONIC, IN COOK COUNTY, LEBIONS.

LEASE PARCE

THAT PART OF THE EAST HALF OF THE SOUTHERST CLARREN OF PARTY II, ROMERTY JO HORTH, RANGE 13 EAST OF THE THAT PROCEEDING, MERCHAN, MERCHAN, DESCRIPCION AS POLICIES COMMERCIA A CHERLED CROSS S.D. PT.J. CAST OF THE SOUTHERST CONFER OF LOT 30 M BLOCK 1 M R.A. CETEX SUBMISSION OF BLACKS 12 AND 14 M HOREDSCON'S SUBMISSION, BEAM A SUBMISSION OF THE EAST HALF OF SAD SECTION, ON THE EASTERLY EXTENSION OF THE SOUTH LOT OF SAID LOT 30, THEMES SOUTH ON CETTERSCON OF THE SOUTH LOT OF SAID SOUTH LIFE BONG ALSO THE MORTH LIFE OF BELL SAID STREET, 2012A FEET TO A POINT ON THE MORTH-BUY EXTENSION OF THE COUNTY LIFE OF A DAWN LIFE TOWNS CONTINUES SOUTH 1 DESNELS 1 MONTHS 22 TECHNOL SAID, ALDRE SAID EXTENSION AND COUNTY HE BLOCK SOUTH ON DESNELS 31 MONTHS SAID A POINT OF RESIDENCE CONTINUES SOUTH 1 DESNELS 2 MONTHS SET TAKES FEET, THEMES MONTH ON DESNELS 31 MONTHS SAID SECONDS WEST ALARS FEET, THEMES MONTH ON DESNELS 31 MONTHS SAID SECONDS WEST ALARS FEET, THEMES MONTH ON DESNELS 31 MONTHS SAID SECONDS WEST ALARS FEET, THEMES MONTH ON DESNELS 31 MONTHS SAID SECONDS WEST ALARS FEET, THEMES MONTH ON DESNELS 31 MONTHS SAID SECONDS WEST ALARS FEET THEMES.

NODES EXERT

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