

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO
LICENSE AGREEMENT BETWEEN THE VILLAGE OF
DOWNERS GROVE AND NEW CINGULAR WIRELESS, LLC**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Agreement (the “Amendment”), between the Village of Downers Grove (the “Landlord”) and New Cingular Wireless, LLC (“Tenant”), for the First Amendment to the License Agreement for the Installation, Operation and Maintenance of Antenna Equipment on Village Property re: Downers Drive Water Tower, as set forth in the form of the “Amendment” submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

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5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

Cell Site No. 1508
Market: Chicago UMTS
Address: 4414 Downers Drive

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("Amendment"), dated as of the latter of the signature dates below, is by and between Village of Downers Grove, an Illinois municipal corporation, having a mailing address of 801 Burlington Avenue, Downers Grove, IL 60515 (hereinafter referred to as "Landlord") and New Cingular Wireless, a Delaware limited liability company having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a License Agreement dated November 20, 2001, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 4414 Downers Drive ("Agreement"); and

WHEREAS, Licensor and Licensee desire to amend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Section 3, Paragraph b.) of the Lease Agreement is deleted, and the following is inserted in lieu thereof:

b. Antenna: The Antenna shall be for the operation of radio frequency: receive 1850.04 MHZ, 1864.92 MHZ, 1890 to 1895 MHZ; & 825 to 835 MHZ; transmit 1930.08 MHZ & 1944.96 MHZ, 1970 to 1975 MHZ, & 870 to 880 MHZ. The Antenna shall be installed, attached to the Tower, and maintained in conformance with Exhibit 2 and any applicable state or federal requirements. The Antenna shall be located more than ten (10) feet from any existing antenna equipment and shall not exceed sixty (60) inches in height.

2. Notices. Section 22 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

As to Landlord:
c/o Cingular Wireless LLC,
Attn: Network Real Estate Administration
Re: Cell Site # 0491
Cell Site Name: Crystal Lake Central
6100 Atlantic Boulevard
Norcross, GA 30071

with a copy to:
Cingular Wireless LLC
Attn: Legal Department
15 E Midland Avenue
Paramus, NJ 07652
Re: Cell Site # 0491
Cell Site Name: Crystal Lake Central

And as to Tenant:
Village Manager
Village of Downers Grove
Civic Center
801 Burlington Avenue
Downers Grove, IL 60515-4776

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

LANDLORD:

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____)
)ss:
COUNTY OF _____)

On the _____ day of _____, 200_ before me personally appeared _____, and acknowledged under oath that he is the _____ of _____, the _____ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the _____.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

I CERTIFY that on _____, 200_,
_____ [name of representative] personally came before me and
acknowledged under oath that he or she:

- (a) is the _____ [title] of _____
[name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public
My Commission Expires: _____