

RELEASE AND SETTLEMENT AGREEMENT

THIS AGREEMENT, made effective this 15th day of February, 2007 (hereinafter "Agreement") by and between New Cingular Wireless PCS, LLC, (as successor in interest to AT&T Wireless PCS, Inc., a Delaware corporation, by and through its agent AT&T Wireless Services, Inc., a Delaware corporation, or one of its subsidiaries or affiliates) (hereinafter "Cingular") and the of Village of Lombard, an Illinois Municipal Corporation, 255 East Wilson, Lombard, IL 60148 (hereinafter "Owner"), is as follows:

WITNESSETH:

WHEREAS, on or about February 12, 1996 Owner & Cingular entered into a Lease Agreement ("Lease") which, upon termination by Cingular required restoration of the leased area ("Premises") to its general condition prior to lease commencement, reasonable wear & tear excepted; and

WHEREAS, Owner & Cingular have agreed that Owner shall accept Cingular's termination of Lease effective February 15th 2007. Notwithstanding the terms and conditions of the Lease, the restoration of the Premises will require Cingular's removal of only those items not depicted or listed on the attached Exhibit A, and the remaining assets specified therein will transfer to Owner's ownership and control, consistent with the terms and conditions of this Agreement; and

WHEREAS, as consideration for Owner's agreement to the terms and conditions described herein, Cingular agrees to pay the amount of Two Hundred Dollars and 00 Cents (\$200.00) ("Improvements Fee"), payable within sixty (60) days of the execution of this Agreement, which amount is accepted by Owner and is agreed by both Owner and Cingular to be full consideration for Cingular not having to remove certain of its improvements to the premises, but rather transferring title to said improvements to Owner; and

WHEREAS, as consideration for Owner's agreement to the terms and conditions described herein, Cingular agrees to pay the amount of Thirty Thousand Dollars and 00 Cents (\$30,000) ("Future Rent Fee"), payable within sixty (60) days of the execution of this Agreement, which amount is accepted by Owner and is agreed by both Owner and Cingular to be full consideration for all monthly rental payments owed the Owner; and

WHEREAS, as part of this Agreement, Owner agrees to execute the completion acknowledgment form as attached hereto and incorporated herein Exhibit B, provided that Cingular has met its obligations as set forth herein. Owner agrees that Owner's failure to sign the Exhibit B shall not permit it to contest the terms and conditions of this Agreement or add additional requirements, provided Cingular has met its obligations as set forth herein; and

WHEREAS, Owner and Cingular agree that Cingular or Owner may record the Memorandum of Release of Lease ("Memo"), as attached hereto and incorporated herein as Exhibit C; and

NOW THEREFORE, for the valuable consideration recited herein, the receipt and sufficiency of which is hereby acknowledged hereto by the undersigned, the parties agree as follows:

1. Recitals. The recitals set forth above are incorporated herein as set forth in their entirety.
2. Release. Owner, in consideration of the terms specified in this Agreement and payment of the Improvements Fee and Future Rent Fee, releases and forever discharges Cingular, their agents, administrators, assigns, contractors and subcontractors, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever in connection with or on account of any expected workmanship or durability of the restoration of improvements as outlined herein that it may have, individually or jointly with another party, including but not limited to claims for attorneys' fees related to, or arising in any way from, any acts or omissions of Cingular in connection therewith ("Claims"). This release is intended to be general in nature. All obligations under the Lease will cease and neither party shall have any obligations to the other

except for those terms related to the environmental condition of the property which by its express terms survive the termination or expiration of the Lease. Owner expressly waives any and all laws or statutes, of any jurisdiction whatsoever, which may provide that a general release does not extend to Claims not known or suspected to exist at the time of execution or the release, or those which if known would have materially affected the decision to give said release.

3. Memo of Release. Each party agrees that the execution of this Agreement authorizes Cingular or Owner to file the Memo within the applicable county in which the Premises is located. Each party agrees to reasonably assist the other party to execute and record the Memo.

4. Transfer of Assets. For and in consideration of the good and valuable consideration described herein, Cingular hereby CONVEYS, GRANTS, SELLS, TRANSFERS AND ASSIGNS its existing improvements at the Premises ("Transferred Assets"), as more particularly described in Exhibit A, to Owner effective February 15, 2007 ("Termination Effective Date"). Cingular makes no warranties regarding the Transferred Assets. Owner agrees to accept the Transferred Assets as is, where is, without any warranty of merchantability or fitness for any purpose whatsoever. Cingular warrants that it owns the Transferred Assets at the time of transfer and that such are conveyed to Owner free of all liens and encumbrances. Notwithstanding this disclaimer of warranties, Cingular will endeavor to pass through to Owner any existing manufacturers' warranties on the Transferred Assets to the extent the same are reasonably transferable. Owner and Cingular agree and acknowledge that no separate bill of sale is needed.

Owner and Cingular acknowledge that it is Cingular's intent to herein convey to Owner, Cingular's entire right, title and interest in and to the Transferred Assets and that if, despite Cingular's good faith efforts to describe such Transferred Assets herein in their entirety, or there are errors, omissions or discrepancies in such description, Cingular will execute and deliver any instrument reasonably necessary to remedy or correct such, and, on condition that Cingular does so, such errors, omissions or discrepancies will not constitute a breach by Cingular of this Agreement. Notwithstanding the above, Cingular reserves the right to remove its personal property prior to the Termination Effective Date.

5. Authority. This Agreement constitutes a valid and legally binding obligation of each party executing this Agreement. The execution of this Agreement, and the transactions and performance contemplated hereby, has been duly authorized by the requisite action on the part of each party. Each person signing this Agreement represents and warrants that it has full authority to execute the Agreement on behalf of, and to bind to the Agreement, the party on whose behalf they are signing.

6. Entire Agreement This Agreement constitutes the entire agreement among the parties hereto, and there are no agreements, understandings, warranties, or representations with respect to the matters set forth herein except as specifically delineated herein. This instrument is not intended to have any legal effect, or to be a legally binding agreement, or any evidence thereof, until it has been signed by each of the parties hereto and all conditions to effectiveness have been satisfied.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns. This Agreement is made for the benefit of Cingular and Owner and all who succeed to the rights and responsibilities of them, including without limitation, their successors and assigns.

8. Authority of Law. This Agreement shall be interpreted under the laws of the State where the Premises are located.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Market: Central Region - IL/WI
Cell Site FA Code: 10005676

Cell Site Number: IL5045
Cell Site Name: E045-Lombard Well #11

EXHIBIT A

Cell Site name & number: IL5045-E045-Lombard Well #11_

Leasehold Address: 1778 Springer Drive, Lombard, IL 60148

Landlord name: ~~Village of Lombard an Illinois Municipal Corporation~~

Cingular name on lease Southwestern Bell Mobile Systems, Inc. d/b/a CELLULAR ONE-CHICAGO

Market: Central Region - IL/WI
Cell Site FA Code: 10005676

Cell Site Number: IL5045
Cell Site Name: E045-Lombard Well #11

EXHIBIT B

Cell Site name & number: IL5045-E045-Lombard Well #11

Leasehold Address: 255 East Wilson, Lombard, IL, 60148

Landlord name: Village of Lombard an Illinois Municipal Corporation

Cingular name on lease Southwestern Bell Mobile Systems, Inc. d/b/a CELLULAR ONE-CHICAGO

By execution of this Exhibit B to the Agreement of which this is part, Owner acknowledges and agrees that Cingular has met its removal obligations under the Agreement and Owner accepts the Premises in their current condition with the Transferred Assets remaining at the Premises. Owner acknowledges that Cingular's work at the Premises is complete and to its satisfaction and that Cingular has met the terms and conditions of the Agreement.

LANDLORD: Village of Lombard an Illinois Municipal Corporation

By: 

Print Name: William J. Mueller

Its: Village President

Date: February 15, 2007

Market: Central Region - IL/WI
Cell Site FA Code: 10005676

Cell Site Number: IL5045
Cell Site Name: E045-Lombard Well #11

**EXHIBIT C
TERMINATION OF MEMORANDUM OF LEASE**

Prepared by:
Riley and Associates
7600 County Line Road
Burr Ridge, Illinois 60521
(630) 789-1900 Main Number

Return to:
Riley and Associates
7600 County Line Road
Burr Ridge, Illinois 60521
(630) 789-1900 Main Number
Attn: Leasing Department

State: _____
County: _____
APN: _____

THIS TERMINATION OF MEMORANDUM OF LEASE ("Termination") is made as of this ___ day of _____, 2007 by and between Village of Lombard ("Owner"), and New Cingular Wireless PCS, LLC ("Cingular").

BACKGROUND

On February 12, 1996 Owner and Cingular entered into a certain [Option and] Lease Agreement ("Lease") with respect to certain real property located at 1778 Springer Drive, Lombard, IL 60148 ("Premises"), as more particularly described in a Memorandum of [Option and] Lease ("Memorandum") that was recorded in the Recorder's Office of _DuPage_ County, Illinois on _____, 20__ as document number _____.

Owner and Cingular enter into this Termination to evidence the termination, cancellation and discharge of the Lease and Memorandum.

Cingular does hereby REMISE and RELEASE unto Owner all the real estate described in the attached Exhibit A.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances thereto belonging free, clear and discharged from the encumbrance of said Memorandum.

NOW, THEREFORE, intending to be legally bound, Owner and Cingular hereby declare, for themselves and all who succeed to their respective interests, that the Memorandum is terminated, canceled and discharged and is of no further force or effect. This Termination is effective upon submission for recording at the Recorder's Office of the County in which the Premises is located.

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PAYMENT DIRECTION FORM

Market: Central Region - IL/WI
Cell Site FA Code: 10005676

Cell Site Number: IL5045
Cell Site Name: E045-Lombard Well #11

NEW CHANGE W-9 OR 480 CERTIFICATE ENCLOSED

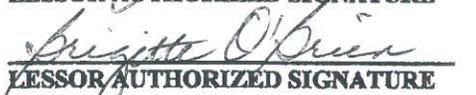
CINGULAR SITE NUMBER: IL5045	MARKET: Central Region - IL/WI
CINGULAR SITE NAME: E045-LOMBARD WELL #11	
SITE ADDRESS: 1778 SPRINGER DRIVE, LOMBARD, IL 60148	

LESSOR NAME:** VILLAGE OF LOMBARD AN ILLINOIS MUNICIPAL CORPORATION	
PAYEE NAME:** VILLAGE OF LOMBARD AN ILLINOIS MUNICIPAL CORPORATION	
PAYMENT ADDRESS: 255 EAST WILSON LOMBARD, IL 60148	
LESSOR PHONE/FAX NUMBER: 630-620-5756	
PREVIOUS MANAGEMENT COMPANY: (if applicable)	
LESSOR/PAYEE PAYMENT SHARE: *** _____ %	

- * Lessor Name should be exactly as state in Lease/License
- ** to be completed if rent payee is other than Lessor as stated in Lease/License
- *** percentage of rent payment to be paid to Lessor/Payee named herein

I hereby authorize Cingular Wireless and/or its subsidiaries to make all rent payments and other payments relating to the site named above to the Lessor/Payee and Payment Address listed above (subject to the Lessor/Payee Payment Share listed above). I further acknowledge and agree that the Lessor Payment Share listed above is correct.

This authorization shall remain in effect until I have cancelled it in writing in as much time as to afford you a reasonable time to act upon it.

 LESSOR AUTHORIZED SIGNATURE	Village President	<u>2/15/2007</u>
	TITLE	DATE
 LESSOR AUTHORIZED SIGNATURE	Village Clerk	<u>2/15/2007</u>
	TITLE	DATE

Return To:
Cingular Wireless
Network Real Estate Contracting
Mail Code GAN 02
6100 Atlantic Blvd.
Norcross GA 30071

Payment Direction Form (01/14/03)

PRIVATE/PROPRIETARY

Form **W-9**
(Rev. January 2002)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Name: Village of Lombard
Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.): 255 E. Wilson Ave
City, state, and ZIP code: Lombard, IL 60148

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
OR
Employer identification number
<u>3161010159175</u>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here: Signature of U.S. person: [Signature] Date: 2/15/2007

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 516, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Abuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

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