

**LICENSE AGREEMENT FOR WIRELESS
INSTALLATIONS**

BETWEEN

()

AND

CITY OF CHICAGO, ILLINOIS

EFFECTIVE DATE: _____

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EXHIBIT A – Bond

LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS

This License Agreement For Wireless Installations (the “Agreement”) is made and entered into as of _____, 2024 (“Effective Date”), by and between the City of Chicago, an Illinois Municipal Corporation (“Licensor” or “City”), and _____, a _ (state of incorporation and type of entity) (“Licensee”). Licensor and Licensee shall be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Licensee seeks to locate, affix, install, operate and maintain Wireless Installations on certain of Licensor’s City Poles, as defined herein;

WHEREAS, Licensee is authorized to conduct business and provide the Services by both the Federal Communications Commission and the State of Illinois;

WHEREAS, Licensor wishes to encourage wireless infrastructure investment by providing a fair and predictable process for the deployment of Wireless Installations while enabling Licensor to manage the Public Way in the overall interests of the public health, safety, and welfare;

WHEREAS, Licensor is willing to accommodate Licensee’s non-exclusive use of such City Poles in accordance with all Applicable Law and the terms of this Agreement; and

WHEREAS, the Parties agree that any such use of City Poles by Licensee is secondary to the Licensor’s use of City Poles and Licensee’s use of City Poles shall not result in any unreimbursed expense to Licensor.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Agreement, the Parties hereby agree as follows:

CERTAIN DEFINED TERMS

As used herein, the following capitalized terms have the meaning ascribed to them below.

“Airport Property” means the regions commonly known as “O’Hare International Airport” and/or “Midway Airport,” both of which are characterized as the land and property under the management and supervision of the Chicago Department of Aviation.

“Applicable Laws” means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or

several jurisdiction over the Licensee or Licensor, and over any agreement between them regarding Wireless Installations in the Public Way.

“Application” means CDOT’s regulatory approval process set forth in the Rules.

“CDOT” means the Chicago Department of Transportation.

“City” means the City of Chicago, a municipality of the State of Illinois and a home rule unit of government pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and where consistent with the context, its agencies, divisions, boards, bureaus, officers and employee. Where specific acts are required to be taken by the City and in the absence of any specified direction, the City shall mean the CDOT Commissioner.

“City Conduit” means and includes tubes or structures, containing one or more ducts to enclose cables, wires and associated transmission equipment useful for telecommunications or utility purposes under the ownership, control or operation of the City. City Conduit refers only to conduit structures (including ducts, manholes and handholds) and space within those structures and does not include: (a) wires and other equipment located within City Conduit structures, whether or not owned by the City, or (b) City vaults and other structures which branch off from or are connected to City Conduit.

“City Poles” means City-owned Poles in the Public Way except for City-owned Poles that support traffic signal equipment and City-owned Poles that incorporate artistic design elements not typically found in standard steel or aluminum streetlight poles, including any historically or architecturally significant or designated light poles.

“Equipment” means the optical converters, power amplifiers, radios, DWDM and CWDM multiplexers, microcells, remote radio heads, antennas, fiber optic and coaxial cables, wires, meters, pedestals, power switches, and related equipment, whether referred to singularly or collectively, to be installed and operated in connection with a Wireless Installation by Licensee hereunder.

“Emergency” means a situation in which there is an imminent threat of injury to Person or property, or loss of life.

“FCC” means the Federal Communications Commission.

“Hazardous Substance” means any substance, chemical or waste that is identified as hazardous or toxic in any Applicable Laws, including, but not limited to, petroleum products and asbestos.

“Make-Ready Work” means the work required on or in City Poles to create space to accommodate Licensee’s attachments including, but not limited to, rearrangement of existing attachments and facilities of other entities, and City Pole replacement.

“Network” means a communications system and or electric power system for the specific purpose of powering elements of the Network operated by a Licensee which uses Equipment located on City Poles, in City Conduit, in the Public Way or on third-party property and other facilities to transmit and receive communications signals.

“Person” or “Persons” means an individual, corporation, limited liability company, partnership, association, trust, or other legal entity or organization, other than the City.

“Pole” means a pole in the Public Way.

“Public Way” means any City highway, street, sidewalk, alley, water, or public way dedicated or commonly used for utility purposes. This term shall not include any City property not specifically described in the previous sentence and shall not include any City Infrastructure including, but not limited to: City Poles, City Conduits or any buildings and other structures and improvements, regardless of whether they are located in the Public Way, any restricted-use busway not generally accessible to the vehicles of the general public, or any Airport Property. Areas above or below the Public Way shall be treated as the Public Way to the extent so treated under Illinois law and elsewhere in the Code.

“Replacement Pole” means a new pole that replaces a City Pole with a similar streetlight pole which may be designed to conceal the Licensee’s Equipment located on the exterior of a City Pole and blend in with surrounding City Poles.

“Rules” mean CDOT’s Small Wireless Facilities on City Poles Rules, which may be amended from time to time.

“Services” means any “telecommunications service,” “personal wireless service,” or “commercial mobile data service,” as those terms are defined by federal law at 47 U.S.C. 153 (46), 47 U.S.C. 332 (c)(7)(C)(i), and 47 U.S.C. 1401(8), respectively, provided by means of the Equipment installed by Licensee in accordance with this Agreement and Applicable Laws, for which Equipment Licensee holds a valid authorization issued by the Illinois Public Service Commission, or in the case of wireless telecommunications facilities, the FCC; or the leasing, operation or maintenance of the same by Licensee in accordance with this Agreement and Applicable Laws. Without limitation, the term Services does not include cable service or any other service for which Licensee must obtain separate permission from Licensor.

“Technical Grounds” means reasons of insufficiency of capacity, safety, reliability, or generally applicable engineering purposes consistent with Applicable Law and prevailing industry engineering standards.

“Wireless Installations” means one or more Small Wireless Facilities, as defined at 47 CFR § 1.6002, that operates on FCC-approved frequencies in the bands authorized for commercial wireless communication services by the FCC pursuant to FCC licenses

issued to Licensee, and all associated Equipment to the Small Wireless Facility affixed by Licensee to City Poles.

1. SCOPE OF AGREEMENT

1.1 Scope of Agreement. Nothing in this Agreement grants Licensee the right to make any Wireless Installation, or to install other facilities that do not conform to this Agreement. Licensor hereby grants Licensee access to City Poles for Licensee to attach Wireless Installations to City Poles, a right of entry to the associated property of said City Poles, and right of entry to access said City Poles for the purpose of locating, affixing, installing, operating, and maintaining the Wireless Installation and Equipment in the Public Way, and a right of entry to attach Wireless Installations and Equipment to structures owned by Licensee or third parties that are located in the Public Way. No use of City Poles under this Agreement shall create or vest in Licensee any ownership or property rights in City Poles or the Public Way. Licensee's use under this Agreement shall be subject to the prior and continuing right of Licensor to use any and all parts of the Public Way exclusively or concurrently with any other Person and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the municipal right-of-way. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Licensee a real property interest in land, including any fee, leasehold interest, or easement.

1.2 Interference with Wireless Installations. Unless otherwise required by law, Licensor will not grant after the date of this Agreement a permit, license or any other right to any third party if, at the time such third party applies for access to City Poles, Licensor knows (without any duty for Licensor to investigate or inquire) that such third party's use will adversely affect or interfere with Licensee's existing Wireless Installations, Licensee's use and operation of its facilities, or Licensee's ability to comply with the terms and conditions of this Agreement.

1.3 Installation of Replacement Poles. Wireless Installations on City Poles requires the use of Replacement Poles. All associated costs for these Replacement Poles are to be borne by the Licensee. Upon installation, ownership of the Replacement Poles will be transferred to the City. The original, replaced pole must be returned to the City. Except for Replacement Poles, this Agreement does not give Licensee the right to install Poles in the Public Way for its Wireless Equipment.

1.4 Installation of Above Ground or Underground Conduit or Wiring. Nothing in this Agreement shall be construed as authorizing Licensee to install any underground or above ground conduit or wiring within the Public Way other than that required to connect Licensee's Wireless Installation to existing regulated public utility infrastructure within a three foot radius of the base of the Equipment, or such reasonable distance required to connect to and from a location provided by a regulated public utility which shall be subject to approval by Licensor's city engineer or the Licensor's designee.

1.5 No Authorization to Provide Other Services. Licensee represents, warrants, and covenants that its Wireless Installations and Equipment installed pursuant to this Agreement will be utilized solely for providing the Services. Licensee is not authorized to and shall not use its Equipment to offer or provide any other services not specified herein without Licensor's consent. If Licensee ceases to operate as a provider of Services under federal or state law, it shall provide written notice of the same to Licensor within seven (7) days of such cessation, at which time the Licensor shall have the option, in its sole discretion and upon six (6) months' written notice to Licensee, to terminate this Agreement and to require the removal of Licensee's Wireless Installations and Equipment from the Public Way, including the cost of any site remediation, at no cost to Licensor, without any liability to Licensor related directly or indirectly to such termination.

2. GENERAL OBLIGATIONS

2.1 Technical Requirements and Specifications.

(a) At its own expense, Licensee must erect, install, repair, and maintain its Wireless Installations and Equipment in safe condition and good repair in accordance with Applicable Laws, including, but not limited to:

(i) The requirements and specifications of the National Electrical Safety Code ("NESC"), the National Electrical Code ("NEC"), CDOT's Rules and Regulations for Construction in the Public Way, and all other applicable regulatory codes for safe practices when performing work on or near City Poles; and

(ii) Changes to Applicable Laws, requirements, specifications, rules, and orders, provided, however, that any such changes shall not apply retroactively unless required by law, and Licensor shall give Licensee at least sixty (60) days' written notice of any changes to the Applicable Law that are not required by law to be retroactive.

(b) Licensor may, on Technical Grounds and to the extent permitted by Applicable Law, deny all or part of an Application, or limit the number or technical characteristics (*e.g.*, weight or size) of any Wireless Installation on any City Pole, or require relocation, replacement or removal of Wireless Installations, or a combination of any of these items. If Licensor determines, based upon Technical Grounds, that inadequate space exists on City Poles to accommodate any proposed Wireless Installation, Licensee may elect to have such City Poles replaced and upgraded as part of Make-Ready Work, at Licensee's sole expense, with City Poles having adequate space and structural capacity to accommodate the proposed Wireless Installation and the other equipment that previously existed on those City Poles. In the event of a rejection of an Application on Technical Grounds, Licensor shall provide a written explanation to Licensee of the basis for the rejection.

2.2 No Liens Permitted. Licensee will not, directly or indirectly, create, incur, assume, or cause to exist, any lien with respect to any City Pole or other Licensor property or facility resulting from any work performed by Licensee or on its behalf pursuant to this

Agreement, or any act or claim against it or any of its contractors, agents, or customers, and Licensee will, at its sole expense, promptly take all necessary action to discharge any such lien within thirty (30) days of first being notified in writing by the claimant of its existence.

2.3 Worker Qualifications; Responsibility for Agents and Contractors.

Licensee shall ensure that its workers and, to the extent that either may employ agents or contractors, those agents' or contractors' workers are adequately trained and skilled to access City Poles in accordance with all Applicable Laws and applicable industry and governmental standards and regulations. All individuals installing, repairing, or servicing a Wireless Installation on City Poles for the Licensee for which this Agreement is necessary are required to have successfully completed or are actively participating in an apprenticeship and training program for outside electrical work which is approved by and registered with (a) the United States Department of Labor Office of Apprenticeship, (b) a Standards Recognition Entity recognized by the United States Department of Labor for an Industry-Recognized Apprenticeship Program, or (c) a State Apprenticeship Agency applying at least the same minimum standards as a United States Department of Labor Apprenticeship Program, and which is applicable to any outside electrical work to be performed by the Licensee. Licensor may deny access to its City Poles to any such worker who is not so qualified or does not act in a safe and professional manner when accessing any City Pole. In such event, Licensee shall take such reasonable and necessary action so as to ensure that such worker does not continue to access City Poles on Licensee's behalf unless such worker is qualified or becomes qualified to Licensor's reasonable satisfaction. In no event, however, shall a Party be liable or otherwise responsible for the competence or conduct of the other Party's workers or those of the other Party's agents or contractors.

2.4 Utilities. Licensee shall be solely responsible for arrangement and payment of all electric service charges and tariffs for the Wireless Installations and Equipment during the term of this Agreement and any extensions thereof.

2.5 Taxes. Licensee shall be responsible for all taxes related to the Wireless Installation and Equipment or personal property and for any structures Licensee owns.

2.6 Hazardous Substances. Licensee agrees that neither it nor its contractors, subcontractors, and agents, will use, generate, store, produce, transport, or dispose any Hazardous Substance on, under, about or within the Public Way or municipal facility in violation of Applicable Laws. Licensee will pay, indemnify, defend, and hold Licensor harmless against any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Licensee pursuant to this Agreement. Licensee will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by Persons who are properly trained, authorized, licensed, and otherwise permitted to perform those services.

3. CHARGES, BILLING AND PAYMENT

3.1 Annual Rent For Wireless Installations on City Poles. Licensee shall pay

Licensor nine hundred dollars (\$900.00) for each of its Wireless Installations on City Poles, as of the Record Date, for each year that this Agreement remains in effect (“Annual Rent”). Said Annual Rent is per City Pole (which was owned by Licensor as of the Record Date) and includes all appurtenant Equipment and facilities used in connection with Wireless Installations. The base amount for all Wireless Installations shall be subject to an annual adjustment of three percent (3%) applied on each anniversary of the Effective Date plus any expenses incurred by Licensor over and above the Annual Rent.

Rent for the first calendar year for each location shall be pro-rated based on the number of days covered from the Effective Date of CDOT’s regulatory approval to the next anniversary of the Effective Date of this Agreement. There shall be no refunds of Annual Rent paid due to the termination or expiration of the License for any reason.

Receipt of any Annual Rent or Alternate Rent by the Licensor, with knowledge of any breach of this License by Licensee, or of any default on the part of Licensee in the observance or performance of any of the conditions or covenants of this License, shall not be deemed a waiver of any provision of this License.

Licensee shall be responsible for all Application fees, which are independent of Annual Rent.

3.2 Timing of Payment and Calculation of Number of Wireless Installations.

(a) The Annual Rent shall be payable annually on April 1, in advance, for each Wireless Installation that has received CDOT’s regulatory approval for installation as of March 30th of the prior fiscal year (the “Record Date”).

(b) If Licensee’s records show a different number of Wireless Installations for which an Annual Rent payment is required, Licensee shall so notify Licensor within thirty (30) days of the relevant invoice. Licensor will then, following receipt of Licensee’s notification, either accept in writing Licensee’s revised count or notify Licensee in writing that a dispute exists about such count, in which event the Parties shall comply with the dispute resolutions provisions of this Agreement.

3.3 Surety Bond. Licensee shall furnish a surety bond (the “Surety Bond”) as provided for in Exhibit A, in order to guarantee Licensee’s payment and performance of sums and liabilities that may become due to Licensor for all Annual Rent and other amounts and liabilities required by or concerning this Agreement, including restoration of any damage to the Public Way caused by Licensee.

3.4 Unauthorized Wireless Installations.

(a) Upon discovery of a Wireless Installation for which an Application has not been filed, or if filed, not approved by Licensor (an “Unauthorized Wireless Installation”), Licensor shall provide written notice of same to Licensee. Within thirty (30) days of notification of an Unauthorized Wireless Installation, Licensee shall either remove the unauthorized Equipment or file an Application seeking the City’s approval of

the installation. If Licensee fails to respond to the notice, Licensor may invoice Licensee, and Licensee shall pay to Licensor, within thirty (30) days from receipt of the date of invoice, a sum equal to the lesser of (a) the then-current Annual Rent for each Unauthorized Wireless Installation times the number of years since the last jointly conducted audit, and (b) five (5) times the then-current Annual Rent multiplied by the number of Unauthorized Wireless Installations, unless Licensee can produce documentation showing installation of the Unauthorized Wireless Installation occurred on a later date, in which case Licensee shall pay back rent from that point forward.

(b) One or more Unauthorized Wireless Installation discovered in any year shall constitute grounds for breach of this Agreement.

3.5 Billing and Payment Generally.

(a) Except as otherwise provided herein, all bills and invoices and other requests for payment rendered under this Agreement shall be paid by Licensee within thirty (30) days from the receipt of invoice, and any fees charged to Licensee by Licensor beyond the fees whose amounts are established in this Agreement shall be accompanied by reasonable substantiation of the costs incurred by Licensor. Interest of one percent (1%) per month (or the highest amount permitted by law, whichever is less) of the total amount due and unpaid will apply to any unpaid amount after ninety (90) days from the receipt of invoice.

(b) Licensee shall notify Licensor within ninety (90) days of the date of invoice of any dispute, with sufficient particularity to identify the amounts in, and grounds for, dispute.

(c) All charges payable under this Agreement shall be billed by Licensor within two (2) years from the end of the calendar year in which the charges were incurred.

4. APPLICATION

4.1 Application. Before placing any new or additional Wireless Installation onto any City Pole, Licensee shall obtain regulatory approval from CDOT using the Application.

4.2 Technical Review of Application. Licensee agrees to the process for review of Wireless Installations set forth in the Rules.

5. PREPARATION OF CITY POLES FOR ATTACHMENT

5.1 Make-Ready Work and Costs. Licensee shall bear responsibility for all Make-Ready work and costs as set forth below.

(a) If Licensee must rearrange or adjust any of Licensor's facilities to accommodate a new Wireless Installation, Licensee shall coordinate and have such activity completed at Licensee's sole expense.

(b) Licensee shall install signage and a disconnect device on each City Pole on which it installs Equipment pursuant to this Agreement to allow workers and third parties to avoid excess exposure to RF emissions in accordance with this Agreement.

(c) The Wireless Installation shall be conditioned on the completion of all Make-Ready Work needed in full compliance with all Applicable Laws, including NESC and Licensor's code and regulations, practices and engineering standards. If Licensee is requested by another Person, in comparable circumstances, to relocate or adjust any Wireless Installation to accommodate that Person's facilities, subject to Licensor's written approval of such relocation or adjustment and Licensee's written agreement of such relocation or adjustment, the Licensee shall reasonably cooperate with such request and charge that Person Licensee's reasonable fees to relocate or adjust its Wireless Installation.

5.2 Notification of Completion of Installation. Within thirty (30) days of completing the installation of each Wireless Installation, Licensee shall notify Licensor of such completion.

6. OPERATION AND MAINTENANCE; RESERVATION OF RIGHTS

6.1 Reservation of Rights. As permitted by Applicable Law, Licensor reserves the right to operate and maintain its City Poles and facilities, to discontinue such maintenance, and to remove its City Poles and facilities, to fulfill its own service requirements, and its public, employee, and worker safety obligations, regardless of whether Licensee has a Wireless Installation on a City Pole or facility. Nothing contained in this Agreement shall be construed or interpreted as a waiver of such right; and all provisions of this Agreement are subject to such reservation.

6.2. RF Emissions.

(a) Licensee will comply with all FCC regulations regarding radio frequency ("RF") emissions and exposure limitations. Licensee will install signage and other mitigation tools, such as a power cut-off switch on City Poles, to allow workers and third parties to avoid exposure to RF emissions in excess of FCC regulations.

(b) Other than in an Emergency, Licensor's authorized field personnel will contact Licensee with reasonable advance notice, but in no event less than one (1) business day in advance, to inform Licensee of the need for a temporary power-shut-down. Upon receipt of the call, Licensee will power down the Equipment.

(c) In an Emergency, Licensor may disconnect such Equipment from its power source using the disconnect device and safely shut it down if there is not sufficient

time to contact Licensee to request shut down. If the Licensor's authorized field personnel must accomplish the power-down by operation of the disconnect device without advance notice to Licensee, then the authorized field personnel shall notify Licensee as soon as possible thereafter. Once the work has been completed and the workers have departed the exposure area, Licensor's authorized field personnel who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. If power to Licensee's Equipment is shut-down remotely, once the work has been completed and the Licensor's authorized field personnel have departed the exposure area, Licensor shall contact Licensee to restore power to the Equipment remotely.

(d) The Parties acknowledge that they understand the vital nature of Licensee's Wireless Installations and agree to limit the frequency of power-downs and restore power as promptly as reasonably possible. Licensee shall submit proposed RF band use and other data to the Licensor for every proposed Wireless Installation with the Application.

(e) Licensor, Licensee, and other Persons with attachments that emit RF from Wireless Installations are under an obligation to operate their own existing or future facilities to protect against RF interference to RF signals of Licensor, Licensee, and others, as applicable, as may emanate or arise. Licensor and Licensee and all other third parties on a structure shall endeavor to correct any interference to other networks created by its RF emissions promptly and in accordance with FCC guidelines for the resolution of radio frequency interference, and shall coordinate and cooperate with each other to resolve the same, regardless of whether the interference is from licensed or unlicensed frequencies.

6.3 FCC Antenna Registrations, Federal Aviation Administration ("FAA") Compliance. Licensee is solely responsible for ensuring compliance with all Applicable Law including all FCC antenna registrations, FAA, or similar requirements with respect to the location of the Licensee's antennas or other facilities. Without limitation, Licensee acknowledges and agrees that City Poles are not "antenna structures" under the FCC's rules and that, accordingly, Licensor has no obligation of its own in this regard to register them with the FCC, the FAA, or other agency.

6.4 Equipment Modification and Replacements. After installation of Licensee's Equipment, Licensee may modify or replace the Equipment only with prior notice to and, to the extent consistent with Applicable Law, prior approval in writing from Licensor. If, however, Licensee's Equipment malfunctions or requires servicing, Licensee may maintain, repair, or replace such Equipment without Licensor's written authorization.

6.5 Access. Unless otherwise provided by Applicable Law and subject to all applicable permits from the City, throughout the Term of this Agreement, Licensee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to City Poles so that Licensee may install, operate, maintain, repair, replace, remove, or modify its Wireless Installations. Unless otherwise provided by Applicable Law or applicable permits from the City, Licensee shall also have Access to structures not owned by Licensor via the Public Way.

Licensee acknowledges and agrees to abide by the work time noise restrictions established in Applicable Law, including seasonal work restrictions. If Licensor fails to provide the Access granted by this section, such failure shall be a default under this Agreement; however, Licensor shall not be in default if the failure to have access is due to a Force Majeure Event as defined in Section 15.2.

6.6 No Disturbance. Licensee shall not open or disturb the surface of any street, sidewalk, driveway, or other Public Way for any purpose without obtaining the proper permits to do so. If, in connection with the construction, operation, maintenance, or repair of the Wireless Installation, Equipment, and related structure, Licensee disturbs, alters, or damages any street, sidewalk, driveway, or other Public Way, Licensee agrees that it shall within five (5) days, at its own cost and expense, replace and restore the street, sidewalk, driveway, public way or public right-of-way to a condition reasonably comparable to its condition existing immediately prior to the disturbance. If, however, conditions prohibit the prompt restoration within five (5) days, Licensee may request additional time for restoration from Licensor. Such request shall not be unreasonably withheld, conditioned, or delayed by Licensor so long as the time period for completion of restoration is less than thirty (30) additional days. Licensee shall conduct all restoration in a competent and efficient manner minimizing disruption and inconvenience to others.

6.7 Maintenance. Licensee shall maintain all of its Wireless Installations, Equipment, structures, wires, conduits, cables, and facilities in good condition, order, and repair and in compliance with Applicable Laws.

6.8 Adjoining Properties. Licensee shall not place, or cause to be placed, Poles or Equipment in such a manner as to interfere with the rights of adjoining property owners without securing their written approval in advance, or with any gas, electric or telephone utilities' fixtures or property.

6.9 Vegetation. Licensee must obtain all required Public Way permits prior to trimming trees or other vegetation located in the Public Way. The Licensee shall obtain the written permission of the owner of any privately owned tree or other vegetation before it trims or prunes the same.

7. AUDITS AND INSPECTIONS

7.1 Audits.

(a) Licensee and Licensor shall cooperate in determining the total number of that Licensee's Wireless Installations on City Poles. This determination shall be based on an on-going inventory of Wireless Installations on City Poles that shall be maintained by Licensor. Licensor has the right to require a jointly conducted physical audit of Wireless Installations no more frequently than once every three (3) years unless Licensee is responsible for a Default as defined in this Agreement, in which case Licensor may audit no more frequently than once a year (until such default is cured). Licensor must provide ninety (90) days' written notice of any audit. The actual and reasonable cost of

such audits will be shared equally by Licensor and Licensee. Licensor has the authority to select the auditor, with approval from Licensee, and said approval shall not be unreasonably withheld.

(b) Licensee and Licensor may mutually agree that in lieu of such a jointly conducted physical audit, the number of Wireless Installations on City Poles may be determined from existing maps and attachment records, in which case, each Party shall make all relevant maps and records available to the other Party and the number of Wireless Installations shall be cooperatively determined.

7.2 Safety Inspections. Licensor may conduct inspections of Wireless Installations on City Poles and conduct inspections in the vicinity of Wireless Installations. Licensor shall give Licensee sixty (60) days' prior written notice of such inspections, and Licensee shall have the right to be present at and observe any such inspections, at Licensee's sole expense. However, in the event of an Emergency for which Licensor must promptly provide or restore safe and reliable service to a customer, Licensor may conduct such inspections immediately and without prior notice to Licensee. Notwithstanding the foregoing, Licensee shall pay Licensor for its actual and reasonable costs for safety inspections performed for the purpose of determining if a safety violation, of which Licensor has provided written notice to Licensee, has been corrected by Licensee.

8. CITY POLE REPLACEMENT AND ABANDONMENT AND REMOVAL OF WIRELESS INSTALLATIONS

8.1 Replacement or Abandonment of City Poles.

(a) If for any reason Licensor plans to replace a City Pole to which Wireless Installations are affixed, Licensee will, upon sixty (60) days' written notice, remove the Wireless Installation located on the original City Pole and, after replacement of the City Pole, transfer it to the replacement City Pole (if any). Any cost associated with such relocation shall be borne by Licensee. Licensee shall have the right to operate a temporary cell site, if feasible, in a mutually agreeable location in the vicinity of the City Pole during such relocation with no additional fee due to Licensor.

(b) Notwithstanding the foregoing, in the case of an Emergency, Licensor may remove or replace the Wireless Installations, or transfer them to replacement City Poles (if any), or perform any other work in connection with said Wireless Installations that may reasonably be required to maintain, replace, remove or relocate the City Pole. In such a case, Licensee shall reimburse Licensor for the expenses incurred by Licensor. In the event of an Emergency, Licensor shall notify Licensee as soon as practicable, but in no event later than 24 hours or next business day, whichever is longer, after the Emergency.

(c) If Licensor desires to abandon any City Pole, it shall give Licensee ninety (90) days' written notice, and within such time and with Licensor's approval,

Licensee may remove and relocate, or otherwise dispose of its Wireless Installations, with costs borne by Licensee.

(d) If, upon expiration of any required notice period for removal, a Wireless Installation has not been removed, Licensor may, at Licensee's sole expense, remove and dispose of the Wireless Installation without any liability to Licensor.

8.2 Relocation and Displacement of Equipment.

(a) This Agreement creates no right for Licensee to receive any relocation assistance or payment for any reason under Applicable Laws.

(b) Licensee understands and acknowledges that Licensor may require Licensee to relocate one or more of its Equipment installations on City Poles or third-party structures. Licensee shall at Licensor's direction and upon ninety (90) days' prior written notice to Licensee, relocate such Equipment at Licensee's sole cost and expense whenever Licensor reasonably determines that the relocation is needed for any of the following purposes: (i) if required for the construction, modification, completion, repair, relocation, or maintenance of a Licensor or other public agency project; (ii) because the Equipment is interfering with or adversely affecting proper operation of Licensor-owned municipal facilities; or (iii) to protect or preserve the public health or safety, including, but not limited to, the safe or efficient use of the Public Way. In any such case, Licensor shall use reasonable efforts to afford Licensee a reasonably equivalent alternate location. If Licensee shall fail to relocate any Equipment as requested by the Licensor within the prescribed time, Licensor shall be entitled, without further notice to Licensee, to remove or relocate the Equipment at Licensee's sole cost and expense. Licensee shall pay to the Licensor actual costs and expenses incurred by the Licensor in performing any removal work and any storage of Licensee's property after removal within thirty (30) days of the date of a written demand for this payment from the Licensor.

(c) In the event Licensee desires to relocate any Equipment from one City Pole to another City Pole, Licensee shall so advise Licensor. Licensor will use reasonable efforts to accommodate Licensee by making another reasonably equivalent City Pole available for use in accordance with and subject to the terms and conditions of this Agreement. However, Licensor will require Licensee to submit an Application for the prospective relocation site. Licensee shall be liable for all costs of relocation, including any costs which Licensor may incur.

8.3 Removal of Wireless Installations by Licensee. In compliance with Applicable Laws, Licensee may remove its own Wireless Installations from City Poles. Licensee shall give Licensor notice of such removal within thirty (30) days after removal. No refund of any rental paid will be due on account of such removal except as provided for in Section 13.3 or if triggered by casualty, fire or other harm affecting any City Pole ("Casualty Event"). Licensor will provide notice to Licensee of any Casualty Event as soon as reasonably possible thereafter. Licensee shall also provide Licensor notice of any Casualty Event it becomes aware of as soon as reasonably possible thereafter. In the event

of damage by a Casualty Event to a City Pole that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event, or which Licensor elects not to repair, or if such Casualty Event is reasonably expected to disrupt Licensee's operations on the City Pole for more than forty-five (45) days, then Licensee may, at any time following such Casualty Event ; (i) if approved and permitted by Licensor, place a temporary facility, if feasible, at a location equivalent to Licensee's current use of the City Pole until such time as the City Pole is fully restored, to accommodate Licensee's Wireless Installation; or (ii) permit Licensee to submit a new Application for an alternate location equivalent to Licensee's current use of the City Pole, and Licensor shall waive the Application fee and transfer all remaining rights to the new City Pole so long as such relocation was due to a Casualty Event not directly caused by Licensee. If the Casualty Event causes the Wireless Installation to be unusable for forty-five (45) days, Licensor shall pro rate the Rent due for that Wireless Installation based on the months said Wireless Installation is out of service.

8.4 Licensee Safety or Other Violations. If Licensor discovers any regulatory, safety or other violation of this Agreement with respect to Wireless Installations, it shall notify Licensee, and Licensee shall have fourteen (14) days in which to remedy such violations, except that Licensor may require quicker action in Emergency situations.

9. INSURANCE

9.1 Required Coverage

At all times during the term of this Agreement, and thereafter during such time as may be required to remove Equipment or Network and restore the City Poles, City infrastructure, and the Public Way to their prior condition, each Licensee shall obtain and pay all premiums for the insurance coverages and requirements covering all risk associated with the installation, repair, maintenance, removal, and operation of such Licensee's Equipment or Network as specified below:

(a) **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employer's liability coverage with limits of not less than \$1,000,000 each accident or illness or such higher amount as may be required by law.

(b) **Commercial General Liability Insurance (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), separation of insureds, defense, and contractual liability (with no limitation endorsement). Licensor is to be named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work including installation, maintenance, and removal of any Equipment.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned, and hired) are used in connection with the construction, installation, maintenance, and operation of Equipment or Network, Licensee shall provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Licensor shall be named as an additional insured on primary, noncontributory basis.

(d) Property. Licensee or Licensee's Contractor is responsible for any loss or damage to Licensor's property at full replacement cost. Licensee or Licensee's Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by either Licensee or Contractor.

(e) Railroad Protective Liability. When any work is to be done adjacent to or on railroad or transit property (e.g. CTA), Licensee or Licensee's contractor must provide or cause to be provided, with respect to the operations that such contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of the railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(f) Professional Liability. When any architects, engineers, construction managers or other professional consultants perform work in connection with any permit, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work pursuant to the permit. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(g) In the case of each conduit use agreement, the limits of insurance coverage set forth herein shall be incorporated and shall be increased to the limits said forth in such conduit use agreement.

9.2 Additional Requirements.

Each Licensee will furnish to CDOT at 2 North LaSalle Street, 11th Floor, Chicago, Illinois 60602, Attention: Commissioner, original Certificates of Insurance evidencing the required coverage to be in force under this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Copies of such forms and renewals shall also be furnished to the City of Chicago, Risk Management Department, DePaul Center, 333 South State Street, Room 400, 60604. Such evidence of insurance shall be submitted on the then-current City of Chicago Insurance Certificate Form or equivalent certificate reasonably satisfactory to the City of Chicago, Risk Management Department. The receipt of any certificate does not constitute agreement by Licensor that the insurance requirements in this Agreement have been fully met or that the insurance

policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of Licensor to obtain certificates or other insurance evidence from any Licensee shall not be deemed to be a waiver by Licensor. Each Licensee shall advise all insurers of the provisions of this Agreement regarding insurance. Nonconforming insurance shall not relieve any Licensee of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and Licensor retains the right to stop work until proper evidence of insurance is provided or to terminate any issued permit at the discretion of Licensor.

(a) The insurance shall provide for 60 days' prior written notice to be given to Licensor in the event coverage is substantially changed, canceled, or non-renewed.

(b) Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by the Licensee.

(c) Insurers shall waive their rights of subrogation against Licensor, its employees, elected officials, agents, or representatives.

(d) Any coverages and limits furnished by Licensee shall in no way limit such Licensee's liabilities and responsibilities specified under this Agreement or by law.

(e) Any insurance or self-insurance programs maintained by Licensor shall apply in excess of and not contribute with insurance provided by such Licensee under this Agreement.

(f) The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

(g) All subcontractors to provide the insurance required herein or such Licensee may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of the Licensee.

(g) If a Licensee or subcontractor desires additional coverages, such Licensee and each subcontractor shall be responsible for the acquisition and cost of such additional protection.

(i) The City of Chicago Risk Management Department maintains the right to modify, delete, alter, or change these requirements.

10. ALLOCATION OF LIABILITIES

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT

DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OR ANY PURCHASER OF SUCH PARTY OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE.

11. INDEMNIFICATION

11.1 Licensee Indemnification. Licensee agrees to indemnify, defend, protect, and hold harmless the Licensor, its council members, officers, employees, agents and contractors from and against any and all claims, demands, losses, including pole warranty invalidation, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") to the extent arising from, resulting from, or caused by Licensee's activities undertaken pursuant to this Agreement, including, without limitation, the construction, design, use, or operation of the Wireless Installation and Equipment or provision of the Services, except to the extent arising from or caused by the gross negligence or willful misconduct of the Licensor, its council members, officers, employees, agents, or contractors.

11.2 Waiver of Subrogation. Licensee hereby waives and releases any and all rights of action for negligence against Licensor which may hereafter arise on account of damage to a Wireless Installation or Equipment, municipal facilities, or to the Public Way, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Licensee. This waiver and release shall apply between the parties and shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by Licensee concerning the municipal facilities, Wireless Installation, Equipment, or the Public Way shall waive the insurer's right of subrogation against the Licensor.

11.3 Waivers. Licensee waives any and all claims, demands, causes of action, and rights it may assert against Licensor on account of any loss, damage, or injury to any Wireless Installation or any loss or degradation of the service Licensee provides as a result of any event or occurrence which is beyond the reasonable control of the Licensor.

12. TERM

12.1 This Agreement shall commence as of the Effective Date and, if not terminated sooner, remain in full force and effect for a term of ten (10) years, and will automatically renew for two (2) successive five (5) year terms, unless Licensee or Licensor provides the other Party written notice of termination at least ninety (90) days prior to the end of the then-current term. Upon termination of this Agreement, for any reason, Licensee shall remove Wireless Installations and Equipment from all City Poles

within one hundred and twenty (120) days and restore the area affected to its condition at the commencement of this Agreement. If removal is not commenced in one hundred twenty (120) days, Licensee shall post a payment bond in the amount of \$500,000 to address Licensor's costs of removing the Wireless Installation and Equipment. If not so removed within one hundred and twenty (120) days following such termination, Licensor shall have the right to remove such Wireless Installations and Equipment, and to dispose of same at Licensee's sole expense and without any liability to Licensee for such removal and disposition, unless any claims are due to Licensor's negligence or willful misconduct.

13. DEFAULT AND TERMINATION

13.1 Default. If either Party fails to perform or observe any material term or condition of this Agreement, then such Party will be in default of the Agreement ("Default"). If a Default by its nature can be cured, a defaulting Party shall have the right to cure its Default within sixty (60) days after receiving written notice from the other Party of the Default. No such failure, however, will be deemed to exist if a Party has commenced to cure such Default within such period and provided that such efforts are pursued to completion with reasonable diligence.

13.2 Licensee's Default and Licensor's Remedies. If Licensee does not cure its Default within the allotted time period, Licensor may, at its reasonable discretion, take any or all of the following actions:

- (a) suspend Licensee's access to the City Poles to which the Default pertains;
- (b) terminate any permits covering the City Poles to which such Default is applicable;
- (c) remove, relocate, or rearrange Wireless Installations and Equipment to which such Default relates (all at Licensee's sole expense);
- (d) decline to permit additional Wireless Installations under this Agreement if a Default pertains to five (5) or more of Licensee's Wireless Installations, until all such Defaults are cured;
- (e) exercise its rights with respect to the Surety Bond;
- (f) terminate this Agreement if the Default pertains to ten (10) or more of Licensee's Wireless Installations;
- (g) seek through judicial action any and all available legal and equitable remedies;
- (h) take other action that Licensor may take under Applicable Law or the terms of this Agreement.

13.3 Licensor's Default and Licensee's Remedies.

(a) If Licensor does not cure its Default within the allotted time period, Licensee may, at its reasonable discretion, elect to pursue any rights or remedies available to Licensee at law or in equity.

(b) If Licensor Defaults and Licensee elects to terminate the Agreement, Licensor shall refund any portion of advanced, prepaid Rent actually paid by Licensee pro-rated for any period of the Term remaining following the effective date of the termination of this Agreement. Licensor shall make such refund within sixty (60) days of the effective date of such termination.

13.4 Effective Date of Termination. Any termination under Sections 13.2(b), 13.2(g) or 13.3(b) shall be effective upon written notice from the terminating Party to the other Party. Such notice will identify the effective date of the termination, which effective date may be as early as the effective date of the notice under Section 15.1.

13.5 Cumulative Remedies. The remedies provided by this Section 13 are cumulative and in addition to any other remedies available under this Agreement or otherwise.

14. DISPUTE RESOLUTION PROCEDURES

As a condition precedent to the initiation of any litigation, and except for any uncured default pertaining to alleged RF interference caused by Licensor or Licensee, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through non-binding mediation. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. If the matter has not been resolved within thirty (30) days of receipt of the disputing Party's notice (except for alleged interference caused by Licensor or Licensee), either Party may initiate non-binding mediation at its own cost. Such mediation shall take place at a mutually agreeable location and shall be facilitated by a qualified and mutually agreed upon mediator. If such dispute is not resolved through mediation, either Party may initiate litigation as set forth in Section 15.4. In case of a failure of either Party to follow the foregoing, the other may seek specific enforcement of such obligation as set forth in Section 15.4.

15. MISCELLANEOUS PROVISIONS

15.1 Notices. All notices shall be in writing and 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, and addressed as follows:

To Licensor:

CDOT
2 N. LaSalle Street, 11th Floor
Chicago, IL 60602

To Licensee (including bills):

Contact Number for day to day operations:

Licensor: (312) 744-3600
Licensee: _____

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

Licensee shall maintain a toll-free number (_____) that is available to staff employees of any Licensor department having jurisdiction over Licensee’s activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation or maintenance of the Wireless Installation, Equipment and/or related structures.

15.2 Force Majeure. Deadlines for completing work and providing notice under this Agreement shall be suspended for a reasonable period upon the occurrence of any act beyond a Party’s reasonable control, including delays or interruptions caused by floods, earthquakes, tornadoes, or other acts of nature, fires, explosions, riots, war, acts of civil disobedience, acts of civil or military authorities, acts stemming from governmental bodies, including courts and regulatory bodies, epidemics, work stoppages not caused or unmitigated by the affected Party, acts of public enemies, or terrorist activities (“Force Majeure Event”).

15.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall directly or indirectly assign this Agreement or its rights or obligations to any other Person, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. It is reasonable for a Party to withhold consent if assignment would result in a violation of the Rules. It is also reasonable for a Party to withhold consent if information available to that Party indicates that a proposed assignee lacks the legal, technical or financial capability to meet the obligations outlined in this Agreement. Notwithstanding the foregoing, upon thirty (30) days’ prior notice to the other Party, either Party may assign its rights and obligations to an Affiliate without consent. “Affiliate,” for purposes of this provision, is

any entity that controls, is controlled by, or is under common control with a Party. Upon thirty (30) days' prior written notice to Licensor, Licensee may assign this Agreement, in whole or in part, to any third party acquiring an ownership or management interest in a structure installed by Licensee. In the case of any transfer or assignment by Licensee under this section, including those not requiring consent, the assignee or transferee shall, within thirty (30) days of the consummation of the transfer or assignment, file with the Licensor the assignee's or transferee's written and binding (1) acceptance of the terms of this Agreement, and (2) agreement to comply with the terms of this Agreement and to assume Licensee's liabilities to Licensor under the Agreement, whether known or unknown, and whether arising before or after the date of consummation of the assignment or transfer.

15.4 Applicable Law and Venue. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles, and, where applicable, federal law. Any dispute that is not resolved pursuant to Section 14 that results in litigation shall be filed in the Circuit Court for Cook County, Illinois, or where jurisdiction exists, in the United States District Court for the Northern District of Illinois.

15.5 Change of Law. In the event that any legislative, regulatory, judicial, or other action ("New Law") affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Installation on public infrastructure or in the Public Way, that differ in any material respect from the terms of this Agreement, then either Party may, upon thirty (30) days' written notice, request that the terms of this Agreement be renegotiated to conform to the New Law on a going forward basis for all existing and new Wireless Installations, unless the New Law requires retroactive application. In the event that the Parties are unable to agree upon such new terms within ninety (90) days after such notice, then any rates contained in the New Law shall apply from the ninetieth (90th) day forward (except as to the Annual Rent for any Wireless Installations in place as of the time the New Law became effective) until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the preceding sentence, all terms in the existing Agreement shall remain in effect while the Parties are negotiating.

15.6 Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such Exhibits unless such Exhibit specifies otherwise.

15.7 Execution in Counterparts. This Agreement may be executed in several counterparts, including by counterpart facsimiles or emails, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

15.8 Waiver. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision.

15.9 Severability. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

15.10 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

15.11 Waiver of Jury Trial. Each Party waives its right to a trial by jury on disputes arising from this Agreement.

15.12 Representations and Warranties. Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into this Agreement and to perform that Party's obligations hereunder.

15.13 Nonexclusive Use. Licensee understands that this Agreement does not provide Licensee with exclusive use of any City Pole or the Public Way, and that the Licensor shall have the right to permit other providers of the Services to install equipment or devices in the Public Way or on City Poles, provided that Persons subsequently attaching Equipment do not interfere with Licensee's then-existing Wireless Installation and Equipment.

15.14 Entire Agreement; Amendments. This Agreement and its Exhibit embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, and in order to bind themselves to the terms and conditions of this Agreement, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

LICENSOR

BY: _____

Name:

Title:

Date:

LICENSEE

BY: _____

Name:

Title:

Date

**EXHIBIT A:
BOND**

Section 1: Surety Bond

(a) In order to secure the performance of its obligations under this Agreement, Licensee will provide the following security instrument to the Licensor:

1.1 Surety Bond. Prior to the commencement of any work under this Agreement and pursuant to Section 3.3, Licensee must provide a surety bond running to the Licensor in the sum of One Hundred Thousand Dollars (\$100,000.00).

(b) The surety bond is conditioned upon the faithful performance by Licensee of all the terms and conditions of this Agreement and upon the further condition that, if Licensee fails to comply with any terms or conditions governing this Agreement, there shall be recoverable jointly and severally from the principal and surety of the bond any damage or loss suffered by the Licensor as a result, including, without limitation, the full amount of any compensation, indemnification, or costs of removal or abandonment of Licensee's property, plus costs and reasonable attorneys' fees up to the full amount of the surety bond. Licensee shall keep the surety bond in place during the term of this Agreement.

1.2 Assessment of the Bond. The surety bond may be assessed by the Licensor for any failure by Licensee to pay Licensor an amount owed under this Agreement, including, but not limited to:

(a) Reimbursement of costs borne by the Licensor to correct violations of the Agreement not corrected by Licensee, after Licensor provides notice and a reasonable opportunity to cure such violations. This shall include, without limitation, removal of Equipment.

(b) Providing monetary remedies or satisfying damages assessed against Licensee due to a material breach of this Agreement.

1.3 Restoration of the Bond. Licensee must deposit a sum of money or a replacement instrument sufficient to restore the surety bond to its original amount within thirty (30) days after written notice from the Licensor that any amount has been recovered from the surety bond. Failure to restore the bond to its full amount within thirty (30) days will constitute a material breach of this Agreement. Licensee will be relieved of the foregoing requirement to replenish the bond during the pendency of an appeal from the Licensor's decision to draw on the surety bond.

1.4 Expiration or Cancellation. The surety bond is subject to the approval of the Licensor and must contain the following endorsement:

“This bond may not be canceled until sixty (60) days after receipt by the Licensor, by registered mail, return receipt requested, of a written notice of intent to cancel or not to renew.”

1.5 Reservation of Licensor Rights. The rights reserved by Licensor with respect to the surety bond are in addition to all other rights and remedies Licensor may have under this Agreement or any other Law.

1.6 Surety Insurer. Bonds shall be provided by a corporate bonding company licensed to transact such business in the State of Illinois and named on the current list of "Surety Companies Acceptable on Federal Bonds."

1.7 Cash Deposit. In lieu of obtaining a surety bond, Licensee shall have the right to instead deposit a cash deposit with Licensor securing Licensee's obligations under this Agreement.