

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) entered into as of this ____ day of _____, 201__, by and between the **CITY OF AURORA** (“Landlord”), located at 44 E. Downer Place, Aurora, Illinois 60507 and SprintCom, Inc., a Kansas corporation (“Tenant”), located at 6391 Sprint Parkway, Overland Park, Kansas 66251.

RECITALS

A. Landlord is the owner in fee simple of a parcel of land located in the City of Aurora, Kane County, Illinois legally described on the attached Exhibit “A” (the “Premises”), on which a one hundred ninety five foot (195’) monopole communications tower (“Monopole Tower”), on the Premises, are located. The Monopole Tower is located at 1325 W Indian Trail, Aurora, Illinois 60505.

B. Tenant desires to enter into a non-exclusive lease for space on the Monopole Tower described below for only such space as is required and sufficient for the installation and operation of certain antennae facilities, which may include directional antennae, connecting cables and appurtenances (collectively, “Antennae Facilities”) for use in connection with its communications business.

C. Landlord and Tenant desire the location of Tenant’s Antennae Facilities to the Landlord’s Monopole Tower; and

D. Tenant understands that Landlord reserves the right to concurrent use of the Tower OR Monopole Tower and also the right to lease space on the Monopole Tower to other tenants for other facilities including competing communicative facilities that will not conflict with the operation of Tenant’s facility.

E. Tenant further understands that Landlord may have entered into other leases for equipment on the Monopole Tower or may maintain its own antennae facilities for its own communications system on the Monopole Tower and Tenant’s use shall not conflict therewith.

F. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

G. All references herein to the “Tower Ordinance” refer to the City of Aurora Ordinance No. 098-09, being an Ordinance Amending the Code of Ordinances and Regulating Telecommunications Facilities and their Supporting Structures for the City of Aurora, Illinois, attached hereto as Exhibit “B” and any amendments thereto.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual covenants, the parties agree to the terms and conditions of this Lease as follows:

1. The Recitals hereinbefore set forth shall become part of the operative terms of this Lease.

2. **Leased Premises.**

a. Effective the date of this Lease, Tenant intends to locate its Antennae Facilities as described more fully on the attached Exhibit “_____” and a Base Station, in conformance with the Tower Ordinance, to the one hundred and ninety five foot (195’) Monopole Tower located on the Premises. All activities related to the installation, construction, and/or location of the Tenant’s Antennae Facilities shall be referred to herein as “Antennae Location.”

b. Tenant shall reasonably cooperate with Landlord and any other lessees who have existing antennae facilities on the Monopole Tower in scheduling and coordinating of the Tenant’s Antennae Location to the Monopole Tower in order to minimize disruption of (1) Landlord’s operation of Monopole Tower; and (2) Tenant’s and other lessees’ provision of communications services. In the event of damage to Monopole Tower and/or any other existing lessees’ facilities located on said towers, Tenant shall indemnify said parties in accordance with Section 22 of this Lease.

c. For purposes of the Tenant’s Antennae Location and/or decommission only, Tenant shall not be obligated to remove any mounting brackets or other mounting hardware that has been permanently welded to the Monopole Tower. Tenant shall be responsible for removing any and all mounting brackets and other mounting hardware that is bolted or mechanically fastened support straps, including, without limitation, associated antennae, cables and other appurtenances.

d. Tenant may not add additional equipment and/or antennae facilities from that shown on Exhibit “_____” without the prior written approval of the Landlord, which shall not be unreasonably withheld or delayed beyond the Landlord’s normal regulatory approval time. Tenant may operate its Antenna Facilities at any frequencies for which it has all requisite permits, leases or licenses provided that Tenant shall:(i) identify and provide Landlord with a list of intended frequencies, including any proposed changes and updates; (ii) provide contact information of Tenant’s frequency coordinator which is readily available to discuss matters relating to frequencies; and (iii) not operate at any frequencies subsequent to the frequencies of its initial operation that interfere with Landlord’s concurrent communications facilities and the facilities of other tenants. Notwithstanding any provision of this Agreement to the contrary, upon Landlord’s written consent, which shall not be unreasonably withheld or delayed beyond the Landlord’s normal regulatory approval time, Tenant shall have the right to: (a) make additions, alterations or improvements to Tenant’s equipment housed within the Base

Station; and (b) upon completion of Antennae Location, replace any or all of its equipment installed on the Monopole Tower with replacement equipment of a substantially similar kind and purpose which is reinstalled in substantially the same place and position, and is of substantially the same size and weight as the replaced equipment and which will not interfere with the operations of the Landlord and other tenants. Any additions, alterations or improvements shall not deviate from Tenant's existing operations. At Landlord's option, prior to any installation or removal of current or additional equipment, Tenant shall provide Landlord with a certification from an Engineer to be approved by Landlord at Tenant's cost, that said relocation, reinstallation or removal shall be structurally sound for the purpose intended and shall not affect the structural integrity of the Monopole Tower and upon location, installation, reinstallation or removal that all equipment was installed or removed per submitted plans and that the Monopole Tower was not damaged nor the structural integrity thereof harmed during said relocation, reinstallation or removal of equipment. If welding to the Monopole Tower is performed, Tenant shall be responsible for replacing both exterior as well as interior monopole coatings that are damaged by welding. All replacement coatings shall meet the exact specifications of the existing monopole coating and must be completed within sixty (60) days of the time that welding on the Monopole Tower occurs. All costs associated with the new coatings, including the City's operational costs shall be borne by the Tenant.

3. **Term.** Tenant will be obligated to commence payment of the full rental amount due hereunder on the earlier of (a) one hundred and twenty (120) days from the date of this Lease; (b) commencement of construction on the site; or (c) upon receipt of building permit; ("Commencement Date") and the term of this Lease shall end on midnight on the last day of the month in which the fifth (5th) anniversary of the Commencement Date occurs (hereinafter referred to as "The Initial Term"). Tenant may extend the Lease, for three (3) "additional terms" of five (5) years each, (hereinafter "Extended Terms") upon Tenant giving Landlord written notice not less than one hundred and eighty (180) days prior to the end of the Initial Term or any Extended Term stating Tenant wishing to extend further.

4. **Rent.**

a. Tenant shall pay Landlord the sum of Three Thousand Dollars (\$3,000.00) per month ("Base Rent"), at the address of 44 E. Downer Place, Aurora, Illinois, 60507 payable monthly in advance, beginning at the Commencement Date described above with partial months prorated. Base Rent shall be increased annually as described hereafter.

b. Tenant shall pay Landlord a late payment charge equal to five percent (5%) of the late payment for any payment not paid within thirty (30) days of the due date. Any amounts not paid when due shall bear interest until paid at the rate of two percent (2%) per month,

c. Within thirty (30) days of receipt of an itemized invoice, Tenant shall reimburse Landlord for its reasonable costs and expenses, including any engineering and legal fees, incurred by Landlord in connection with the negotiation of this Lease and any engineering fees incurred by an independent engineer to evaluate any of Tenant's facility's specifications to determine that there will be no interference with other facilities located on the tower or that Tenant's installation will be structurally sound for the purposes intended and will not affect the structural integrity of the Monopole Tower, in an amount not to exceed actual costs billed to Landlord for said services.

c. Contemporaneously with the execution of this Lease, Tenant will deposit with the Landlord the sum of One Thousand Dollars (\$1,000.00) as half of the security deposit. The balance of the security deposit, or \$1,000.00 shall be deposited with Landlord at commencement of the lease payments. The deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by the Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by the Tenant during the term hereof.

e. The Base Rent for the initial term and any extended term shall be increased annually effective as of each anniversary of the Commencement Date by the greater of: (a) four percent (4%) of the previous year's rent.

f. If this Lease is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to the Tenant, except as otherwise provided herein.

g. Base Rent and Additional Rent and all other considerations to be paid or provided by Tenant to Landlord shall constitute Rent and shall be paid or provided without offset, except as provided in Section 17b, below.

5. Use of Premises

a. Tenant shall use the Premises for the installation, removal, replacement, modification, operation, and maintenance of its Antennae Facilities for the transmission, reception and operation of a communications system at frequencies that have no adverse impact on City operated communications facilities and other approved tenant's facilities and uses incidental thereto and for no other uses. Landlord may permit others to use portions of the Monopole Tower provided such subsequent users do not interfere with Tenant's antennae signal and reception as permitted by this Lease or maintenance thereof.

b. Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antennae Facilities and/or the Premises. Landlord agrees to reasonably cooperate with Tenant in

obtaining, at Tenant's expense (including reimbursement of Landlord's reasonable attorney and administrative fees), any federal licenses and permits required for Tenant's use of the Premises. Tenant has the right 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, at no additional cost to Tenant or Landlord, subject to Landlord's and subsequent tenants use and non-interference therewith as previously set forth and subject to the other terms and conditions of this Lease.

c. At any time during the duration of this Lease when the Tenant does any work on the Premises, it shall, at its own expense, restore the Premises to as good a condition as existed before the work was undertaken, unless otherwise directed by Landlord. In the event that Tenant causes damage to the Monopole Tower or any other equipment, structures, operations or improvements located on the Premises, Tenant, shall at its own expense, repair any and all damage to the Monopole Tower. An Engineer's certification (said Engineer to be approved by the City of Aurora) that the repairs were done in such a way as to ensure the continued structural integrity of the Monopole Tower shall be supplied to Landlord at Tenant's expense. If Tenant fails to make repairs in a reasonable amount of time or if the damage compromises the integrity of the Monopole Tower, requiring Landlord to make emergency repairs the Monopole Tower, Landlord may make all necessary repairs. The fact that Landlord made the necessary repairs shall not release Tenant from its obligation to reimburse and indemnify Landlord for all costs of repairs, including, without limitation, costs of materials, labor costs, and professional service fees.

d. (1) The Tenant shall remove the Antennae Facilities and Base Station from the Premises upon termination or expiration of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Landlord or any of Landlord's assignees or lessees. An Engineer's certification (said Engineer to be approved by the City of Aurora) that the equipment removal was done without damage to or impairment of the structural integrity of the Monopole Tower as well as any other equipment, structures or operations on the Premises shall be supplied to Landlord at Tenant's expense. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Landlord consents to such non-removal, title of the affected improvements shall thereupon transfer to Landlord and the same thereafter shall be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise remove same.

(2) Upon removal of the improvements (or portions thereof) as provided above in sub-paragraph (1), Tenant shall restore the affected area of the Premises to the reasonable satisfaction of Landlord ordinary wear, tear, and damage not caused by Tenant excepted. Tenant, at its sole cost shall provide Landlord with an engineer's certification (said Engineer to be approved by the City of Aurora) as provided in Section (1) above that the removal has not damaged the Monopole Tower or its structural integrity.

(3) All costs and expenses for the removal and restoration to be performed by Tenant pursuant to subparts (1) and (2) above shall be borne by Tenant, and Tenant shall hold Landlord harmless from any portion thereof.

6. **Construction Standards.** Tenant shall be allowed to install an equipment cabinet in compliance with the Landlord's existing and any future Tower Ordinances or Amendments thereto that shall be located on the Land adjacent to the Monopole Tower on the Premises. The plans for both the equipment cabinet and the Communication Equipment are attached hereto as Exhibits "____" and "_____". Tenant undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, Tenant's construction and compliance with all applicable Federal, State and Local laws, regulations, and codes, code requirements and regulations of governmental authorities having jurisdiction over the construction, including but not limited to compliance to the extent directly caused by Tenant with acts affecting construction of public buildings and service areas used by public employees, and Tenant agrees to remedy or correct any deficiencies with such compliance. The construction shall be processed pursuant to permit issued by the Landlord and conducted by authorized and licensed personnel. Tenant shall be responsible for all permit costs. Prior to the issuance of building permits, Tenant's contractor shall maintain and provide Landlord with evidence of each of the insurance coverage specified in Section 2(f) of this Lease, in the amounts so specified. In the event that Tenant's contractor is unable to provide evidence of insurance as stated in foregoing sentence, Tenant shall immediately notify Landlord's Risk Management Director to discuss possible alternatives to this requirement. The Antennae Facilities and the Base Station shall be installed on the Monopole Tower and/or the Premises in a good and workmanlike manner without the attachment of any construction liens. Landlord reserves the right to require Tenant to paint the Antenna Facility in a manner consistent with the color of the Monopole Tower or to otherwise reasonably shield the Antennae Facilities from view each as set forth in plans approved by Landlord. Hand digging may be required by Landlord where appropriate in its sole discretion. Tenant agrees not to disclose to any third party, other than a contractor for the Tenant as required by law, any plans or engineering drawings associated with the Monopole Tower provided by the Landlord to assist Tenant in the development of drawings related to antennae location, installation, and/or maintenance.

7. **Installation of Equipment.**

a. Upon completion of the Antennae Location, Tenant shall have the right, at its sole cost and expense, to install, remove, replace, modify, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, its Antennae Facilities as described on Exhibit "_____".

b. Tenant's installation of all such Antennae Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld or delayed beyond the Landlord's normal regulatory approval time. Any damage done to the Land and/or the Monopole Tower, other equipment, structures, or

operations on the Premises during the Antennae Location, installation and/or during operations shall be repaired or replaced immediately at Tenant's expense and to Landlord's reasonable satisfaction. Upon completion of the Antennae Location, in connection with the installation and operation of the Antennae Facilities, Tenant shall not make any penetrations, perform any welding or other activities on the Monopole Tower without Landlord's prior written consent. All work that may be permitted by Landlord shall be subject to verification and approval of Landlord's engineer or other designated agent. Tenant shall pay all costs and expenses in relation to maintaining the integrity of Landlord's Monopole Tower in connection with Tenant's installation and operations of the Antennae Facilities, including the cost of Landlord's experts review of Tenant's work as provided herein.

c. The Tenant shall complete the Antennae Location and improvements as approved by the Landlord prior to _____ subject to force majeure. Any changes to installation and/or plans from Landlord approved plans must be approved by Landlord prior to installation. The Tenant shall provide Landlord with as-built drawings of the Antennae Facilities and the improvements installed on the Premises, which shall show the actual location of all equipment, cables and improvements consistent with Exhibits "_____" and "_____", within thirty (30) days after completion of construction. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antennae Facilities. Tenant has a continuing duty to supply Landlord with updated drawings and/or specifications for any changes in its installations.

d. Tenant shall provide the Landlord with the name and address of Tenant's authorized installation contractor if one is utilized. Said contractor must be qualified in the field of telecommunication network antenna installation and be licensed, bonded and insured. A copy of the contractor's license, bond and insurance certificate must be submitted to Landlord for Landlord's approval prior to commencement of installation. Tenant shall notify Landlord of any change in authorized contractor and provide updated information as provided herein.

e. Tenant shall provide Landlord with the date(s) of planned installation for its Antennae Facilities along with a full project plan and requirements, for review by Landlord at least ninety (90) days prior to initial installation. Landlord shall also be notified when Tenant's authorized contractor is called out to work on the Antennae Facilities. Notification shall be in the form of a facsimile or phone call to the Landlord's Superintendent of Water Production or his designee no less than two business days prior to scheduled work except in an emergency, but in all events Tenant shall make reasonable attempts to notify Landlord prior to beginning work.

8. **Equipment Upgrade.** Tenant may update or replace the Antennae Facilities from time to time with the prior written approval of the Landlord, as long as the updated or replacement equipment is of substantially the same size and weight of the original and is necessary in order to replace broken, outdated or malfunctioning Antennae Facilities subject to the notification requirement as set forth in Subsection 7e above. Any

such proposed updated or replacement equipment shall require the prior written approval of the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed provided that the replacement facilities installed are not greater in number, weight or size than the existing facilities. Tenant shall not change its equipment location on the Monopole Tower without prior approval in writing by Landlord. If the upgrade involves additional equipment installed, or a change in location on the Monopole Tower, Tenant shall submit to Landlord a detailed proposal for any such replacement facilities and any supplemental materials as may be requested, for Landlord's evaluation and approval, subject to such notification to Landlord as previously set forth in this Subsection and the previous Subsection. In any event, prior to any approvals being given, Landlord may require that Tenant provide a certification from an Engineer approved by Landlord that said installation of equipment will be structurally sound for the purpose intended and will not affect the structural integrity of the Monopole Tower or interfere with other uses on the Monopole Tower.

9. Maintenance.

a. Tenant shall, at its own expense, maintain its Base Station and Antennae Facilities attached to the Monopole Tower, in good repair so as not to conflict with the use of leasing of the Monopole Tower by Landlord. Tenant shall not interfere with the use of the Monopole Tower, related facilities or other equipment of other tenants. In the event of a dispute involving an issue of interference between Tenant's equipment and the equipment of the Landlord and /or other tenants, the Landlord shall obtain an independent engineer to act as an arbitrator to resolve all issues. Such Arbitrator's opinion shall be binding and Tenant and other parties to such dispute shall comply with such opinion and findings. Said opinion may be enforced as a binding arbitration decision in any court of competent jurisdiction. The cost of such arbitration shall be paid by the non-prevailing party, except if the dispute is between Tenant and another party not the Landlord, the Landlord shall not be responsible for any arbitration costs. Said costs, if not paid within thirty (30) days of billing, shall be considered additional rent due Landlord and non-payment of said amounts shall be considered a breach of the terms of this Lease.

b. Tenant shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, and leasehold improvements, and shall keep the same in good repair and condition during the Lease term. The cost of painting Tenant's equipment shall be borne by the Tenant, and shall be performed routinely to maintain the appearance of the equipment in a color approved by the Landlord.

c. Tenant shall keep the Premises free of Tenant's debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference as such is directly caused by Tenant.

d. Landlord shall give Tenant at least sixty (60) days written notice of Landlord's intention to paint or make alterations to the Monopole Tower that will affect Tenant's operations. In the event the Landlord or any other tenant undertakes painting,

construction or other alterations on the Monopole Tower, Tenant shall take reasonable measures at Tenant's cost to cover Tenant's equipment, personal property or Antennae Facilities and protect such from paint and debris fallout which may occur during the painting, construction or alteration process. Tenant shall be required to repaint its facility on the Monopole Tower to blend with the background color of the Monopole Tower.

e. If the Landlord determines that it is necessary and advisable to raise the height of or perform maintenance or reconstruction on the Monopole Tower, the Landlord shall give the Tenant sixty (60) days written notice prior to the commencement of the construction or work on the Monopole Tower and, the Landlord shall coordinate the work on the Monopole Tower to allow the Tenant to protect, modify and/or move its Communication Equipment as required. However, in no event shall the Landlord be liable or responsible for the costs to the Tenant for the protection, modification, and/or moving of the antenna and Communication Equipment. In the event that the work on the Monopole Tower will require Tenant to cease operating or temporarily remove its equipment from the Monopole Tower, Landlord agrees to provide any additional space available and to allow Tenant to store and operate a temporary Cellular on Wheels ("COW") facility, if reasonably possible at no additional rental cost to Tenant. The terms contained in this subsection shall also apply in the event the Antennae Location activities require Tenant to cease operation of its Antennae Facilities.

f. Tenant is to provide the Landlord with the name and address of Tenant's authorized maintenance contractor if one is utilized. Said contractor must be qualified in the field of telecommunication network antenna maintenance and be licensed, bonded and insured. A copy of the contractor's license, bond and insurance certificate must be on file with the Landlord. Tenant shall notify Landlord of any change in authorized contractor and provide updated information as provided herein.

g. Tenant shall provide Landlord with the date(s) of planned maintenance for its Antennae Facilities. Landlord shall also be notified when Tenant's authorized contractor is called out to work on the Antennae Facilities. Notification shall be in the form of a facsimile or phone call to the Landlord's Superintendent of Water Production or his designee no less than two business days prior to scheduled work.

10. **Premises Access.**

a. After the initial installation of Tenant's equipment, Tenant shall have access to the Premises and the Monopole Tower by means reasonably designated by Landlord, subject to notice requirements to Landlord in 10b, below.

b. After completion of Antennae Location, Tenant shall have access to the Monopole Tower and/or the Premises in order to operate and maintain its Antennae Facilities and Base Station and related equipment. Tenant shall have access to the Monopole Tower, including the Base Station, only upon two business days' notice to the Landlord's Superintendent of Water Production, except in emergencies, in which case notice shall be made to the Landlord's Superintendent of Water Production via an

emergency number to be provided to Tenant and access may be obtained by contacting appropriate personnel as designated by Landlord. The Landlord shall have the right to have its Superintendent of Water Production, or designee, accompany Tenant whenever Tenant accesses the Monopole Tower and/or Base Station.

c. Landlord shall be allowed and granted access to the Tenant's leased space on the Monopole Tower for general maintenance and repair purposes upon notice as provided 10(b) above. Whenever the Landlord inspects the Tenant's leased space on the Monopole Tower for safety reasons or to insure that the Tenants covenants are being met, the Landlord shall be accompanied by the representative of the Tenant. Landlord shall notify Tenant of the time and place for said inspection at which time Tenant's representative shall appear or if not present Landlord may proceed with said inspection without Tenant's representative. Nothing contained herein shall limit Landlord's access to its Monopole Tower for any reason as required by Landlord, and to develop and maintain standard access procedures for the Premises to properly ensure the security and integrity of the Premises which shall be adhered to by Tenant and Tenant's designees, successors and/or assigns.

11. **Co-Location.** The Tenant understands that the Tenant may be co-locating on the Monopole Tower and on the land with another telecommunications providers and Landlord's own equipment, which shall be governed by the prior provisions of this Lease.

12. **Utilities.** Tenant shall arrange for separate electric service and metering at its own cost and shall depict same on Exhibits "___" and "___".

13. **License Fees.** Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises as required by the Landlord's Tower Ordinance.

14. **Testing; Approvals; Compliance with Laws.**

a. Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority including the Tower Ordinance. Tenant shall erect, maintain and operate its Antenna Facilities in accordance with applicable site standards, statutes, ordinances, rules and regulations now in effect or that may be issued hereafter by the Federal Communications Commission or any other authorized governing bodies.

b. Tenant may upon two business days' notice to and approval of Landlord, enter upon the Premises for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings and structural analysis and other tests which the Landlord may agree to in advance on the Monopole Tower and the Premises as it deems necessary in order to determine if the Monopole Tower and the Premises are suitable for

Tenant's use, so long as these actions will not materially interfere with the operations of the Landlord.

15. **Interference.**

a. Tenant's installation, operation, and maintenance of its Antennae Facilities shall not damage or interfere in any way with Landlord's or other tenant's operations or related repair and maintenance activities or with such activities of other existing tenants. Tenant agrees to cease all such actions which materially interfere with Landlord's or other tenant's use of the Monopole Tower immediately upon actual notice of such interference. Landlord, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Premises in connection with its operations as may be necessary, including leasing parts of the Monopole Tower to others provided that such activities and additional tenants shall not disturb or interfere with Tenant's rights hereunder and Tenant's ability to operate its Antennae Facilities at all times, except that Tenant shall reasonably cooperate with any other prior or subsequent tenants as required by the Landlord's Tower Ordinance, attached hereto as Exhibit "_____".

b. Before Landlord approves the placement of Antennae Facilities, including placement resulting from Antennae Location, Tenant shall provide to Landlord, at Tenant's expense, an interference/intermodulation study or such other tests and/or studies as may be requested by Landlord indicating whether Tenant's intended use will interfere with any existing or currently proposed communications facilities on the Monopole Tower and an engineering study, from an Engineer approved by Landlord, indicating whether the Monopole Tower is able to structurally support the Tenant's Antennae Facilities without prejudice to the Landlord's primary use of the Monopole Tower and whether Tenant's installation is structurally sound for the purpose intended. Landlord shall not approve placement of Tenant's Antennae Facilities until Landlord receives satisfactory interference/intermodulation and structural engineering studies from Tenant.

c. Landlord does not guarantee to Tenant subsequent noninterference with Tenant's communications operations, provided, however, that in the event any other party except a governmental unit, office or agency of the City of Aurora requests a lease and/or permission to place any type of additional Antenna or transmission facility on the Monopole Tower, the procedures of Subsection d. below, shall govern to determine whether such antennae or transmission facility will interfere with Tenant's transmission operations.

d. If Landlord receives any such request, Landlord shall notify Tenant of same. If Tenant shall so request, Landlord shall submit or cause to be submitted, specifications reasonably requested by Tenant to Tenant for review for noninterference; however, Landlord shall not be required to provide Tenant with any specifications or information reasonably claimed to be of a proprietary nature by the third party in good faith. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. Tenant shall have thirty

(30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Tenant to the installation of the antennae or transmission facilities pursuant to said proposal. If Tenant gives notice of objection due to interference during such thirty (30) day period and Tenant's objections are verified by Landlord to be valid, then Landlord shall not proceed with such proposal unless Landlord modifies the proposal in a manner determined to Tenant's reasonable satisfaction, to substantially reduce the interference. In that case, Landlord may proceed with the proposal. Any unresolved disputes shall be arbitrated pursuant to the procedures set forth in Section 9a above. The City of Aurora may be allowed to place antennae or other communications facilities on the Monopole Tower regardless of potential or actual interference with Tenant's use, provided however, such antennas and associated equipment is lawfully installed and if Tenant's use of the Premises is materially affected, Tenant may terminate the Lease.

e. Tenant's use of the Land and operation of its Antennae Facilities shall not interfere with the use and operation of other communication facilities on the Monopole Tower that existed at the time of installation of any Tenant's (initial or upgraded) equipment. If Tenant's Antennae Facilities cause interference with preexisting communication facilities, particularly Landlord's public safety communication system, Tenant shall immediately cease operating its facility, except for intermittent testing, until the interference has been eliminated. Tenant shall provide Landlord with at least 48 hours' notice prior to any such intermittent testing. If the interference cannot be eliminated within thirty (30) days, Landlord may terminate this Lease upon thirty (30) days written notice. In all cases, most recent Tenant who has installed, upgraded or changed frequencies on equipment shall be responsible for curing any interference caused by the installation and/or operation of its antenna or other telecommunication devices on the Monopole Tower.

16. **Default and Remedies.** In the event of a default that is not timely cured, Landlord may immediately terminate this Lease upon written notice to the Tenant and/or exercise any other right it may have under this Lease or by operation of law.

a. It shall be a default if Tenant defaults in the payment or provision of Rent or any other sums to Landlord when due, and does not cure such default within thirty (30) days after written notice to Tenant; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice to Tenant specifying the default complained of (provided that Tenant shall be entitled to a reasonable extended period of time in the event Tenant has in good faith commenced and continues to take all necessary action to cure the default but is unable to do so within thirty (30) days, provided Tenant continues to pay the current Rent when due); delay in curing a default of a non-monetary nature will be excusable if Tenant is unable to cure said default due to causes beyond its reasonable control or if Tenant abandons or vacates the Premises; or if Tenant is adjudicated as bankrupt or makes any assignment of this lease for the benefit of creditors; however, in said event Landlord is not required to honor any assignment; or if Tenant becomes insolvent.

b. In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either (i) declare this Lease at an end, in which event Tenant shall immediately remove the Antennae Facilities (and proceed as set forth in paragraph 5(c) and pay Landlord a sum of money equal to the total of (A) the amount of the unpaid rent accrued through the date of termination; (B) the amount by which the unpaid rent reserved for the balance of the then current term exceeds the amount of such rental loss that Tenant proves could be reasonably avoided (net of the costs of such reletting); and (C) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or (ii) without termination of this Lease, relet the Premises, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due to Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, for the balance of the then current term, notwithstanding that Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefore as such monthly deficiency shall arise.

c. No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations made by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

d. If suit shall be brought by Landlord for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefore, including reasonable attorney fees, if Landlord prevails in such suit.

17. **Cure of Defaults.**

a. In the event of any default of this Lease by Tenant, the Landlord may, thirty (30) days after written notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Agreement, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Additional Rent and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses. The Tenant shall post a surety bond within thirty

(30) days of the execution of this Lease in a sufficient amount to cover the expense for removal of Antennae Facilities in the event of abandonment or termination (as defined in Section 6(r) and Section 7(c) of the Tower Ordinance) of this Lease Agreement by default or otherwise, in an amount of Twenty Thousand Dollars (\$20,000.00).

b. In the event of any default of this Lease by Landlord, Tenant may, thirty (30) days after notice, cure the default for the account of and at the expense of the Landlord. If Tenant is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce Tenant's rights under this Agreement, the sums so paid by Tenant, with all interest, costs and damages may be deducted or offset by Tenant against the Base Rent payable on the first day of the month or months following the incurring of the respective expenses.

18. **Optional Termination.**

In addition to the termination rights set forth in other provisions of this Agreement, this Lease may be terminated upon written notice:

(a) by Tenant pursuant to Section 14 of this Lease, if Tenant is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the intended Antenna Facilities or Tenants' business prior to the Commencement Date with no further liability except as specified in Section 4 of this Lease; or

(b) by Tenant due to uncorrectable interference or changes in technology which render the Premises no longer usable or necessary in Tenant's business, and upon presentation of documented proof to the Landlord thereof; or

(c) by Landlord if the Landlord determines, in its sole discretion and for any reason, to discontinue use of and to dismantle the Monopole Tower, provided, that Tenant at its option shall be permitted to continue its occupancy and use of the Premises until not less than three hundred sixty-five (365) days prior to the scheduled demolition date of the Water Tower, unless the Tenant's continued use of the Premises would create a compelling health, safety or welfare issue; or

(d) by Landlord if the Landlord determines that the Monopole Tower is structurally unsound due to the age of the structure, damage or destruction of all or part of the Monopole Tower from any source, or other factors relating to the safe condition of the Monopole Tower, or compelling health, safety or welfare reasons, provided that there are no alternative solutions, but to require the removal of the Antennae Facilities; or

(e) by either party, if Tenant loses its license to provide telecommunication service for any reason, including, but not limited to, non-renewal, expiration, or cancellation of its license; or

(f) by either party, with thirty (30) days' written notice, if defaults have not been cured as set forth in Section 17 of this Lease.

Upon termination of this Lease for any reason, Tenant shall remove its equipment, personal property, Antennae Facilities and leasehold improvements from the Premises within thirty (30) days after the date of termination, and shall repair any damage to the Premises caused by such equipment, normal wear and tear, and damage from the elements and casualty excepted; all at Tenant's sole cost and expense. Any such property or facilities which are not so removed shall become the property of Landlord.

19. **Liquidated Damages; Termination.** Notice of Tenant's termination pursuant to Section 18 shall be given in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All rentals paid for the Lease of the Premises prior to said termination date shall be retained by Landlord. Upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other, except to repair the structure and remove equipment as previously provided and except that rental payments to the Landlord shall continue as liquidated damages for the remainder of the Lease term, not to exceed an amount equivalent to one year's rent, except if Tenant terminates due to uncorrectable interference.

20. **Alteration, Damage or Destruction.** If the Monopole Tower or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Antennae Facilities through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon providing thirty (30) days' notice to Landlord. In such event, Tenant shall promptly remove the Antennae Facilities from the Premises and shall restore the Premises to the same condition as existed prior to this Lease, reasonable wear and tear excepted. This Lease (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Landlord shall have no obligation to repair any damage to any portion of the Premises.

21. **Condemnation.** In the event Landlord receives notification of any condemnation proceedings affecting the Premises, Landlord will provide notice of the proceedings affecting the Premises to Tenant within forty-eight (48) hours. In the event the Premises are taken by eminent domain, such that Tenant's Antenna Facilities may no longer be supported and operated, Tenant shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the Landlord. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking (except as set forth below) and the Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof based on the fee of the Premises. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of the diminution in value of Tenant's leasehold estate or any and all damage to Tenant's

business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Communication Equipment, and leasehold improvements.

22. **Indemnity and Insurance.**

a. **Disclaimer of Liability.** Landlord shall not at any time be liable for injury or damage occurring to any person or property arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tenant's Antennae Facilities, unless caused by the negligent or intentional acts or omissions of Landlord or its agents or employees.

b. **Tenant's Indemnification.** Unless caused by the negligent or intentional acts or omissions of Landlord or its agents or employees, Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective elected officials, officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

- i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or Tenant's Antennae Facilities or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.
- ii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the Antennae Location, including, without limitation, damage to existing antennae facilities or damage to Water or Monopole Tower, installation, construction, operation, maintenance or use of the Premises or Tenant's Antennae Facilities, and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request.

- iii. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Tenant or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Illinois or United States, including, but not limited to, those of the Federal Securities and Exchange Commission, whether by Tenant or otherwise.
- iv. Tenant's obligation to indemnify Indemnitees under this Lease shall extend to claims, losses, and other matters covered hereunder that are contributed to by the negligence of one or more Indemnitees except to the extent of the negligence of such Indemnitees.

c. **Assumption of Risk.** Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of inherent dangerous conditions, if any, on or about the Premises, and, unless caused by the negligent or intentional acts or omissions of Landlord or its employees or agents, Tenant hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of the Tenant's installation, operation, maintenance, or use of the Premises or Tenant's Antennae Facilities or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

d. **Defense of Indemnitees.** In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel selected by Tenant; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnities without the written consent of Landlord and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without prior written consent of Tenant.

e. **Notice, Cooperation and Expenses.** Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all expenses incurred by Landlord in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Landlord's attorney, and the reasonable expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings but shall not

include attorneys' or other fees for services that are unnecessarily duplicative of services provided Landlord by Tenant.

If Tenant requests Landlord to assist it in such defense then Tenant shall pay all expenses incurred by Landlord in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

f. **Insurance.** During the term of the Lease, Tenant shall (unless optional as set forth below) maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

- i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum Two Hundred Fifty Thousand Dollars (\$250,000) for each accident.
- ii. Comprehensive commercial general liability insurance with minimum limits of Five Million Dollars (\$5,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
- iii. Automobile liability insurance covering all owned, hired and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of \$1,000,000 as the combined single limit occurrence for bodily injury, and property damage;
- iv. At the start of and during the period of any construction, builders all risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Antennae Facilities. Upon completion of the installation of the Antennae Facilities, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antennae Facilities. The amount of insurance at

all times shall be representative of the insurable values installed or constructed.

- v. At Tenant's option, business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Antennae Facilities which is damaged and caused the loss of revenue.
- vi. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.
- vii. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

g. **Additional Insureds.** All policies, except for business interruption and worker's compensation policies, shall specifically name Landlord, including generally all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereafter created, and their respective elected officials, officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as primary, non-contributory additional insureds (herein referred to as the "Additional Insureds").

h. **Evidence of Insurance.** Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, shall be filed and maintained with Landlord annually during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

i. **Cancellation of Policies of Insurance.** All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least thirty (30) days prior written notice shall be given to Landlord by Tenant of any intention not to renew such Policy or to cancel, or to replace any insurance policies maintained pursuant to this Lease, such notice to be given by registered mail to the parties named in this paragraph of the Lease."

j. **Insurance Companies.** All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Illinois or surplus line carriers on the State of Illinois Insurance Commissioner's approved list of companies qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A- VII or better by A.M. Best Company.

k. **Contractors.** Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, workers' compensation, comprehensive public liability and automobile

liability insurance coverages of the type which Tenant is required to obtain under the terms of this paragraph with appropriate limits of insurance. In the event that Tenant's contractor and/or subcontractors are unable to provide evidence of insurance as stated in foregoing sentence, Tenant shall immediately notify Landlord's Risk Management Director to discuss possible alternatives to this requirement.

1. **Review of Limits.** At Landlord's option, the parties shall mutually and in good faith review the insurance coverages to be carried by Tenant. If Landlord determines that higher limits of coverage are necessary to protect the interests of Landlord or the Additional Insureds, Tenant shall be so notified, and the parties shall mutually agree upon the additional limits of insurance to be provided at the Tenant's sole cost and expense not to exceed an additional One Million Dollars per term. If the parties are unable to reach an agreement on the modification of the limits of the insurance, the parties shall mutually agree upon a person in the insurance industry within thirty (30) days from the written request of either party to determine what are the standard limits for insurance of the type specified in substantially similar circumstances.

23. **Hazardous Substance Indemnification.** Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance, in violation of any law. Landlord represents that it has no knowledge of the existence of any hazardous substance on, in, or under the Premises. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance caused by Tenant or its employees or agents and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except to the extent caused by negligent or intentional acts or omissions of Landlord or its employees or agents. Landlord agrees to hold the Tenant harmless from and indemnify and defend the Tenant Indemnitees against any release of hazardous substances and any damage, loss, liability or expense, including but not limited to reasonable attorney's fees, incurred as a result thereof, except to the extent caused by the negligent or intentional acts or omissions of Tenant or its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

24. **Holding Over.** Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at one and one-half (1.5) times the Base Rent herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

25. **Subordination to Mortgage.** Provided Landlord and lender execute a non-disturbance agreement acceptable to Tenant, any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of the Tenant under this Lease. Tenant shall subordinate all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination, provided that such documents contain reasonable non-disturbance provisions.

26. **Acceptance of Premises.** Landlord represents that the Monopole Tower and the Premises are in compliance with all applicable federal, state and local building, environmental and other applicable statutes, laws, regulations, codes and orders. By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date subject to latent defects. Except as set forth in this Section, Landlord makes no representation or warranty with respect to the condition of the Premises and Landlord shall not be liable for any latent or patent defect in the Premises.

27. **Estoppel Certificate.** Landlord or Tenant shall, at any time and from time to time upon not less than ten (10) business days prior request by Landlord or Tenant, deliver to the other party a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identify the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the certificate knows, Landlord or Tenant is not in default under any provisions of the Lease (or if a default exists, specifying the nature of the default); and (d) such other matters as Landlord or Tenant may reasonably request.

28. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested or via national overnight courier; to the following addresses:

If to Landlord, to: Mayor
City of Aurora
44 E. Downer Place
Aurora, Illinois 60507

With a copy to: Corporation Counsel
City of Aurora
44 E. Downer Place
Aurora, Illinois 60507

With a copy to: Chief Technology Officer – Ted Beck
City of Aurora

**44 East Downer Place
Aurora, Illinois 60507**

If to Tenant, to:

Sprint Property Services

**Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650**

With a copy to:

**Sprint Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020**

29. Assignment.

a. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or part, with Landlord's consent . Tenant will have the right, with notice and consent of Landlord, to sublease (or otherwise transfer or allow the use of) all or any portion of the Premises or assign its rights under this Lease in whole or in part to: (a) any entity controlling, controlled by or under common control with Tenant; (b) any entity acquiring substantially all of the assets of Tenant; (c) any entity that is authorized to sell telecommunications products or services under the "Sprint" or "Sprint PCS" brand name or any successor brand name(s) or other brand name(s) used or licensed by Tenant's parent corporation ("Contract Affiliate"); or (d) any successor entity in a merger or consolidation involving Tenant. Landlord will not be entitled to any additional rent or other fees for its review or approval. Landlord shall not unreasonably withhold such consent. Upon notification to Landlord of such assignment and concurrence by Landlord with such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Lease.

b. Nothing in this Lease shall preclude Landlord from leasing other space for communications equipment to any person or entity which may be in competition with Tenant, or any other party.

30. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

31. Non-Waiver. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach

of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

32. **Taxes.** Tenant shall pay all real and personal property taxes (or payments in lieu of taxes) and assessments for the Antennae Facilities, if any, which become due and payable during the term of this Lease which may be assessed upon the Tenant Antenna Facilities and Base Station. All such payments shall be made, and evidence of all such payments shall be provided Landlord, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises. Tenant shall indemnify Landlord from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants) which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes owed or assessed on the Premises. Nothing in this paragraph shall be construed to limit either party's right to contest, appeal or challenge any tax assessment. In the event of a contest, appeal or challenge, the parties agree to cooperate with each other in any such action, including providing documentation to Tenant from the taxing authority.

33. **Cooperation.**

a. Landlord agrees to cooperate with Tenant in any efforts by Tenant to secure any governmental permits necessary to use the Leased Premises as contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant within ten (10) days of Tenant's written request.

b. Each party shall provide to the other party a telephone number that will be answered by a representative of such party twenty-four (24) hours a day for use only in the event of an emergency. Each party agrees to notify the other party if there is a change in the emergency telephone number.

34. **Entire Understanding / No Oral Modification.** All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any matter other than by an agreement in writing signed by both parties.

35. **Miscellaneous.**

a. Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

- c. This Lease shall be construed in accordance with the laws of the State of Illinois.
- d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- e. The parties shall execute and Tenant shall record a memorandum of this Lease which shall contain the initial term, Tenant's renewal options, and such other basic provisions as Tenant may reasonably request.
- f. All terms herein are subject to the Local Governmental and Governmental Employee's Tort Immunity Act, 745 ILCS 10-1-101 et. seq.
- g. This Lease may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.
- h. This Lease is not valid and binding until approved by the Aurora City Council.

This Lease was executed as of the date first set forth above.

LANDLORD:

CITY OF AURORA

By: _____
Mayor

TENANT:

SprintCom, Inc., a Kansas corporation

By: *[Signature]* DAN DAVIS
 Its: SITE DEVELOPMENT MGR
5/21/15

Attest: _____
City Clerk