

**LICENSE AGREEMENT FOR  
COMMUNICATIONS ROOM AT WESTIN HOTEL  
BETWEEN THE LOMBARD PUBLIC FACILITIES CORPORATION  
AND THE VILLAGE OF LOMBARD, ILLINOIS**

**THIS LICENSE AGREEMENT** ("Agreement") is entered into on December 1, 2011 ("Commencement Date"), by and between the Lombard Public Facilities Corporation, an Illinois not-for-profit corporation, with offices at 255 East Wilson Avenue, Lombard, Illinois ("LPFC"), and the Village of Lombard, an Illinois municipal corporation, with offices at 255 East Wilson Avenue, Lombard, Illinois ("VILLAGE") (the LPFC and the VILLAGE are sometimes referred to herein individually as the "Party" and jointly as the "Parties").

WITNESSETH:

In consideration of the covenants and agreements stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

**1.0 LICENSED PROPERTY**

1.1 The LPFC hereby grants a license ("License") to the VILLAGE for that certain area in the Westin Lombard Yorktown Center located at 70 Yorktown Center, Lombard, Illinois ("Location"), as depicted in Exhibit A, attached hereto and made part hereof, which area shall consist of the interior and exterior spaces that shall be collectively referred to as the "Licensed Premises", with said interior floor space to be referred to as the "Communications Room", and the interior and exterior equipment to be referred to as the "Equipment".

1.2 The Location shall be and remain the sole property of the LPFC, and the VILLAGE shall have only the privilege of use of the part thereof provided for in this Agreement, and referred to as the Licensed Premises. Said access is to be limited in accordance with the terms and provisions provided for in Exhibit B, attached hereto and made a part hereof. The LPFC shall retain the authority to amend and revise Exhibit B as it deems appropriate in its sole discretion upon providing notice to the VILLAGE at least ten (10) days in advance of amending Exhibit B.

1.3 The VILLAGE agrees to use its Equipment on the Licensed Premises only for official public health and safety communications.

1.4 The VILLAGE shall place any antennae within the Licensed Premises only as proscribed within the Intergovernmental Agreement Providing for the Use of Cy Pres Grant Funds by and between the VILLAGE, the Village of Bartlett, the Village of Hanover Park, the Village of Lombard, and the LPFC dated Dec. 6, 2011.

**2.0 CONSTRUCTION ON LICENSED PREMISES**

2.1 All construction, modification, and installation activities performed on the Licensed Premises by the VILLAGE or its agents, contractors and subcontractors shall be at the VILLAGE'S own expense, and shall be consistent with all laws and regulations, including, without limitation, the VILLAGE'S construction permit, Federal Communications Commission rules and regulations, and the "Radio Frequency Protection Guides" published by the American National Standards Institute.

2.2 The VILLAGE shall obtain, at its sole cost and expense, such other permits, licenses or other authority which may be required from the State of Illinois, the County of DuPage, and any other authorities having jurisdiction, before using the Licensed Premises, and agrees to comply with any and all laws, rules, statutes and regulations of any such authorities.

2.3 The plans and specifications for all construction and equipment required for the installation and operation of the Equipment anywhere on the Licensed Premises, as well as a list of the VILLAGE'S agents, contractors and subcontractors, shall be delivered to the LPFC before the VILLAGE begins construction.

2.4 The VILLAGE shall, at its own expense, install all necessary electrical wiring for the reception of electricity or radio frequency signals and all central circuitry from the terminal point to the VILLAGE'S Equipment on the Licensed Premises.

2.5 If required by the LPFC, the VILLAGE shall, at its own expense, as part of initial construction and installation, build such security structure around its Equipment as the VILLAGE shall determine is appropriate to conditions of the Licensed Premises and the nature of the Equipment, or as the LPFC and the VILLAGE shall agree.

2.6 After construction is completed, the VILLAGE shall, at its own expense, make all repairs necessary or required, restoring to the LPFC'S satisfaction the remainder of the Licensed Premises to the condition, which existed prior to the VILLAGE'S construction work.

2.7 If required in writing by the LPFC, all construction performed on the Licensed Premises shall be performed in the presence of a representative of the LPFC. Such representative shall have full authority to stop the work of the VILLAGE if it reasonably appears to endanger any facilities or utility equipment of the LPFC.

2.8 The VILLAGE shall make no improvements nor construct any structures other than the Equipment specified herein upon the Licensed Premises without first obtaining the written consent of the LPFC, which may be withheld at the LPFC'S sole discretion.

### **3.0 VILLAGE'S UTILITY SERVICE**

3.1 The VILLAGE shall be permitted to utilize existing electrical service in the circuit panels in the Communications Room.

3.2 The VILLAGE shall, at its own expense, provide for any repairs to the existing electrical service system at the Licensed Premises, which are necessitated by the VILLAGE'S installation of the Equipment.

3.3 If the VILLAGE in any way disturbs, interrupts or interferes with the LPFC'S utility service, the VILLAGE shall, at its sole expense, promptly provide for complete repair and restoration of the LPFC'S utility service, or at the LPFC'S option, shall permit the LPFC to make such repairs and restorations at the VILLAGE'S sole expense.

3.4 The VILLAGE and the LPFC agree that there are no current governmental requirements to light the proposed receivers, which constitute part of the Equipment, and no lights shall be affixed or used on the receivers unless so required.

3.5 If future regulation requires the receivers, which constitutes part of the Equipment, to be lighted, the VILLAGE shall, at its sole expense, provide for such lights.

#### **4.0 VILLAGE'S MAINTENANCE AND REPAIRS**

4.1 The VILLAGE'S Equipment shall remain the VILLAGE'S sole property and shall be maintained and repaired by the VILLAGE, at its sole cost and expense.

4.2 Authorized personnel and maintenance agencies of the VILLAGE shall have twenty-four (24) hour access to the Licensed Premises and the Equipment for the purpose of routine or emergency maintenance and repairs of its installation. For purposes of designating which personnel and maintenance agencies are authorized to have such access, the VILLAGE shall provide the LPFC with a list of all such personnel and maintenance agencies of the VILLAGE that are to be permitted access to the Licensed Premises and the Equipment, as well as insurance certificates for each maintenance agency/contractor in limits hereinafter provided. All such authorized personnel and maintenance agencies on the list shall be deemed acceptable to the LPFC for access to the Licensed Premises and the Equipment for purposes stated, unless the LPFC, in its sole discretion, shall notify the VILLAGE in writing otherwise.

4.3 All personnel of the VILLAGE and its maintenance agencies requiring access to the Licensed Premises, and the Equipment, shall access the Licensed Premises in accordance with the terms and provisions set forth in Exhibit B and provide adequate proof of their identity to the satisfaction of the LPFC, and the LPFC may require its representatives to accompany the authorized agent to the Licensed Premises.

4.4 The VILLAGE shall notify the LPFC at least seven (7) days in advance of routine repairs and maintenance of its Equipment.

4.5 The VILLAGE shall notify the LPFC as soon as practicable when making any emergency repairs to its Equipment.

4.6 The Parties shall cooperate to determine a mutually convenient schedule for major or extensive maintenance or repairs to the VILLAGE'S Equipment.

## 5.0 NONINTERFERENCE

5.1 The VILLAGE represents that its use of its Equipment will not cause interference with any telecommunication or other operations of the LPFC, including, but not limited to, the hotel and restaurant businesses occupying the Location and currently managed on behalf of the LPFC by Westin Hotel Management, L.P. and HC Management Lombard LLC, respectively, carried on at the Location. The VILLAGE has also determined that the telecommunications and/or other operations of the LPFC as presently conducted at the Location will not cause interference with the VILLAGE'S use of its Equipment on the Licensed Premises. During the term of this Agreement, the VILLAGE agrees that it will not modify its use of the Equipment so as to interfere with the LPFC'S telecommunications, including, but not limited to, the telecommunications of the hotel and restaurant businesses occupying the Location and currently managed on behalf of the LPFC by Westin Hotel Management, L.P. and HC Management Lombard LLC, respectively, or other operations on the Location, and the LPFC agrees that it will not modify its telecommunication or other operations at the Location so as to interfere with the VILLAGE'S use of its Equipment on the Licensed Premises.

5.2 The VILLAGE acknowledges and understands that, in addition to this Agreement, and the License provided for herein, the LPFC has entered into, is entering into, or may, in the future, enter into license agreements for space at the Location with other telecommunications carriers (the "Other Carriers") and that:

(a) the VILLAGE by executing this Agreement hereby acknowledges the potential existence of such Other Carriers;

(b) the VILLAGE, by executing this Agreement, hereby acknowledges that the LPFC has not made any representation or warranty that the equipment and facilities to be operated by any or all of the Other Carriers will not cause any interference with the VILLAGE'S Equipment (any such representation or warranty being hereby expressly disclaimed); and

(c) the LPFC, including, but not limited to, the hotel and restaurant businesses occupying the Location and currently managed on behalf of the LPFC by Westin Hotel Management, L.P. and HC Management Lombard LLC, respectively, carried on at the Location. The VILLAGE has also determined that the telecommunications and/or other operations of the LPFC as presently conducted at the Location will not cause interference with the VILLAGE'S use of its Equipment on the Licensed Premises. During the term of this Agreement, the VILLAGE agrees that it will not modify its use of the Equipment so as to interfere with the LPFC'S telecommunications, including, but not limited to, the telecommunications of the hotel and restaurant businesses occupying the Location and currently managed on behalf of the LPFC by Westin Hotel Management, L.P. and HC Management Lombard LLC, respectively, shall not be responsible for or in any manner be liable to the VILLAGE with respect to

any interference at any time experienced by the VILLAGE and caused by the Other Carriers. During the term of this Agreement, all agreements entered into by the LPFC with Other Carriers after the Commencement Date shall acknowledge this Agreement and provide for noninterference by the Other Carrier with the VILLAGE'S use of its Equipment on the Licensed Premises. The VILLAGE, however, will not make any claim against the LPFC, including, but not limited to, the hotel and restaurant businesses occupying the Location and currently managed on behalf of the LPFC by Westin Hotel Management, L.P. and HC Management Lombard LLC, respectively, carried on at the Location. The VILLAGE has also determined that the telecommunications and/or other operations of the LPFC as presently conducted at the Location will not cause interference with the VILLAGE'S use of its Equipment on the Licensed Premises. During the term of this Agreement, the VILLAGE agrees that it will not modify its use of the Equipment so as to interfere with the LPFC'S telecommunications, including, but not limited to, the telecommunications of the hotel and restaurant businesses occupying the Location and currently managed on behalf of the LPFC by Westin Hotel Management, L.P. and HC Management Lombard LLC, respectively, relating to interference by Other Carriers, and any and all claims for damages by the VILLAGE and any and all remedies of the VILLAGE which are based upon such interference shall be pursued by the VILLAGE, without the assistance or involvement of the LPFC, against one (1) or more of the Other Carriers, as applicable and per the protocol cited in Section 6.4 below. Nothing herein, however, shall limit any remedy of the LPFC as a result of the occurrence of any such interference. Furthermore, the VILLAGE agrees that it will not modify its Equipment in such a way that it interferes with the telecommunications operations of any of the Other Carriers.

### 5.3 Protocol for Interference Resolution

(a) Interference by an Other Carrier or the LPFC. In the event that the VILLAGE can reasonably demonstrate that any Other Carrier's or the LPFC'S modified operations are causing interference with or disruptions of the VILLAGE'S operations, then the VILLAGE shall, before any legal action may be taken, serve written notice to such Other Carrier or the LPFC to: (i) technically and/or physically respond to such claim of interference within four (4) hours of such notice; (ii) remedy all actual interference within twenty-four (24) hours of such notice, including, but not limited to, taking all necessary steps to attempt to determine the cause of such interference and correct and eliminate such interference; (iii) cease all operations reasonably suspected to the reasonable satisfaction of the VILLAGE to be causing such interference until such interference has been corrected or eliminated to the satisfaction of the VILLAGE if the interference cannot be corrected or eliminated within such twenty-four

(24) hour period; and (iv) pay all reasonable costs and expenses incurred by the VILLAGE relating to determining the cause of the interference. If said Other Carrier or the LPFC refuses to correct and eliminate such interference to the satisfaction of the VILLAGE within five (5) days of the written notice, the VILLAGE may seek injunctive relief against said Other Carrier or the LPFC pending resolution of the interference problem. The LPFC shall make this protocol part of all agreements it enters into with Other Carriers after the Commencement Date.

(b) Interference by the VILLAGE. In the event that the LPFC or an Other Carrier can reasonably demonstrate that the VILLAGE'S operations are causing interference with or disruptions of or to any of the operations of the LPFC, including, but not limited to, the hotel and restaurant businesses occupying the Location and currently managed on behalf of the LPFC by Westin Hotel Management, L.P. and HC Management Lombard LLC, respectively, or of an Other Carrier, then the VILLAGE shall, upon its receipt of written notice from the LPFC or such Other Carriers: (i) technically and/or physically respond to such claim of interference within four (4) hours of such notice; (ii) remedy all actual interference within twenty-four (24) hours of such notice, including, but not limited to, taking all necessary steps to attempt to determine the cause of such interference and correct and eliminate such interference; (iii) cease all operations reasonably suspected to the reasonable satisfaction of the LPFC or Other Carriers to be causing such interference until such interference has been corrected or eliminated to the satisfaction of the LPFC or Other Carriers if the interference cannot be corrected or eliminated within such twenty-four (24) hour period; and (iv) pay all reasonable costs and expenses incurred by the LPFC or Other Carriers relating to determining the cause of the interference and, if incurred by the LPFC, shall pay to the LPFC, upon receipt of a billing from the LPFC such costs and expenses. If the VILLAGE refuses to correct and eliminate such interference to the satisfaction of the LPFC or other Other Carriers within five (5) days of the written notice, the LPFC or Other Carriers may seek injunctive relief against the VILLAGE pending resolution of the interference problem. Without limiting the foregoing, the LPFC shall not be obligated to assist any Other Carrier in any such injunctive relief actions. In the event the VILLAGE is given notice of interference from an Other Carrier, the VILLAGE shall copy the LPFC on such notice.

(c) Without limiting the foregoing, and in addition to its rights of termination and remedies provided elsewhere in this Agreement, the LPFC and the VILLAGE shall have the right to terminate this Agreement if either Party or an Other Carrier shall not correct and eliminate such interference to the satisfaction of the LPFC or the VILLAGE within thirty (30) days of the LPFC'S or the VILLAGE'S giving notice of such interference to the other Party or the Other Carrier.

## 6.0 INDEMNIFICATION

6.1 To the extent the VILLAGE is allowed by law, the VILLAGE shall at all times, and under all circumstances, indemnify, defend and save harmless the LPFC, including, but not limited to, the hotel and restaurant businesses occupying the Location and currently managed on behalf of the LPFC by Westin Hotel Management, L.P. and HC Management Lombard LLC, respectively, and its successors, assigns, affiliates, employees, officers, contractors and agents (the "Indemnified Parties"), from and against any and all damage, losses, claims, demands, actions and causes of action whatsoever (including any reasonable costs, expenses and attorneys' fees which may be incurred in connection therewith), whether or not the claim, demand or action asserted be meritorious, which results from or is alleged to result from or which directly or indirectly arises out of or in connection with, or is alleged to arise out of or in connection with the acts or omissions of the VILLAGE or its officers, agents or employees under this Agreement or the License provided for herein, the breach by the VILLAGE of any covenant in this Agreement, or the non-compliance by the VILLAGE of any applicable law at the Licensed Premises or the installation, construction, reconstruction, operation, maintenance, alteration, repair, replacement, use, removal or existence of the Equipment by the VILLAGE upon the Licensed Premises, or the existence of the non-exclusive License granted the VILLAGE hereunder; provided, however, that in the event any such claim, damage, loss, demand, action or cause of action is asserted against any of the Indemnified Parties, the particular Indemnified Parties shall furnish the VILLAGE with written notification thereof and the VILLAGE shall conduct the defense thereof before any court, board, commission or other governmental body exercising jurisdiction therein with counsel acceptable to the Indemnified Parties and at the VILLAGE'S expense. In the event of a conflict, such that counsel assigned by the VILLAGE cannot represent both the VILLAGE and the Indemnified Parties, the Indemnified Parties shall be entitled to defense counsel of their choice at the VILLAGE'S sole cost and expense. No settlement or compromises of any such claim, damage, loss, demand, action or cause of action against the Indemnified Parties shall be made unless agreed to by the Indemnified Parties. The LPFC and the VILLAGE agree that the VILLAGE'S obligation to indemnify defend, and save harmless the Indemnified Parties as provided herein does not extend to any Other Carrier and that the VILLAGE shall have no duty or obligation to any Other Carrier in this regard.

6.2 To the fullest extent permitted by law, the VILLAGE expressly waives the benefit, for itself and its contractors and subcontractors, insofar as the indemnification of the LPFC is concerned, of the provisions of any applicable workers' compensation law limiting the tort or other liability of any employer on account of injuries to the employer's employees.

6.3 The VILLAGE hereby covenants that the use and operation of the Licensed Premises by the VILLAGE will at all times comply with any and all applicable laws.

6.4 The foregoing indemnification, defense and hold harmless obligations shall survive any termination of this Agreement.

6.5 The acts of the respective successors, assigns, affiliates, employees, officers, contractors and agents of the LPFC and the VILLAGE, as the case may be, shall be

deemed to constitute the acts of the LPFC and the VILLAGE, respectively for the purposes of Sections 6.1 through 6.5.

## **7.0 INSURANCE**

The VILLAGE shall carry, at its sole cost and expense: (a) Commercial General Liability Insurance with a Broad Form Liability Endorsement, including product liability and completed operations coverage with limits of not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) combined single limits per occurrence and in the aggregate; (b) Vehicular Liability Insurance in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00); and (c) Workers' Compensation, including Employer's Liability Coverage "B" (or stop gap coverage) in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) and providing statutory benefits and limits which shall fully comply with all state and federal requirements applying to this insurance in the states where the goods and services are manufactured, performed, and delivered with a waiver of subrogation in favor of the LPFC. Before the Commencement Date, the VILLAGE shall deliver to the LPFC a certificate of insurance or endorsement naming the LPFC and its officers, agents and employees as additional insureds under the foregoing coverage. Additional insureds means naming the LPFC and its officers, agents and employees as insureds under the liability coverages with respect to the VILLAGE'S activities under this Agreement and providing that such insurance is primary to any liability insurances carried by the LPFC or its officers, agents or employees. Whenever the VILLAGE shall have the LPFC'S property in its possession for the LPFC'S fabrication or otherwise as herein required, the VILLAGE shall be deemed the insurer thereof and shall be responsible for such property until its return to and acceptance by the LPFC. The VILLAGE shall require all contractors and subcontractors to comply with all of the insurance requirements of this Agreement. The VILLAGE shall be furnished at least thirty (30) days prior notice of any non-renewal and/or cancellation and/or reduction in limits or material change in any of the required coverages. If the VILLAGE'S insurance is canceled because the VILLAGE failed to pay its premiums or any part thereof, or if the VILLAGE fails to provide and maintain certificates as set forth herein, the LPFC shall have the right, but shall not be obligated, to (x) immediately terminate this Agreement or (y) pay such premium to the insurance company or obtain such coverage from other companies and to seek reimbursement for said payments from the VILLAGE, which sums shall be due and payable immediately upon receipt by the VILLAGE of notice from the LPFC.

## **8.0 MECHANIC'S LIENS**

8.1 The VILLAGE hereby agrees it will not suffer or permit any mechanic's liens or other lien to attach to the Licensed Premises by reason of any improvements or alterations to the Licensed Premises or work done thereon by or upon the order of the VILLAGE.

8.2 The VILLAGE shall save the LPFC harmless from any such lien or claim therefor and from any and all costs or expenses (including without limitation, attorney's fees) incurred in connection with any such lien or claim.



## **9.0 TERMINATION**

9.1 Either Party may terminate this Agreement, and the License provided for herein, for convenience upon giving the other Party ninety (90) days prior written notice of its intent to terminate this Agreement.

9.2 In no event shall either Party be responsible to the other for termination expenses, overhead costs, or any profits that would have been earned under this Agreement, or for any special, consequential, incidental or indirect damages.

9.3 At the expiration of, or earlier termination of this Agreement, whether pursuant to Section 9.1 above or otherwise, the VILLAGE covenants to remove its Equipment from the Licensed Premises and return the Licensed Premises to the LPFC in the same condition as the Licensed Premises were on the Commencement Date at the VILLAGE'S sole cost and expense, reasonable use and the effects of time excepted.

## **10.0 REMOVAL OF EQUIPMENT**

10.1 The VILLAGE'S removal of its Equipment from the Licensed Premises shall avoid any interference with any operations of the LPFC or Other Carriers.

10.2 After the removal of its Equipment, the VILLAGE shall, at the direction of the LPFC, restore the Licensed Premises to the conditions which existed before the VILLAGE'S use of the Licensed Premises, to the LPFC'S reasonable satisfaction, at the VILLAGE'S sole cost and expense.

10.3 Any of the VILLAGE'S Equipment or other property that is not removed from the Licensed Premises within ninety (90) days after the termination of this Agreement may be disposed of or claimed by the LPFC. In the event that the LPFC incurs any expense relative to the removal and/or disposal of any of the Equipment from the Licensed Premises, the VILLAGE shall reimburse the LPFC for such expense upon demand by the LPFC.

10.4 In the event the Licensed Premises or any portion thereof shall be damaged or destroyed by casualty, fire or otherwise to an extent that renders it untenable, as the VILLAGE may determine, the LPFC may elect to promptly rebuild or repair such damaged or destroyed portions, or terminate this Agreement. If the LPFC shall fail to so rebuild or repair for a period of fourteen (14) days after damage or destruction, then the VILLAGE may, at its option, cancel and terminate this Agreement.

## **11.0 ACCEPTANCE OF PREMISES BY VILLAGE**

The taking of possession of the Licensed Premises by the VILLAGE shall be conclusive evidence as against the VILLAGE that the Licensed Premises are in good and satisfactory condition when possession of the same is taken, latent hidden defects excepted.

**12.0 WAIVER**

No waiver of any breach of any one (1) or more of the conditions or covenants of this Agreement by the LPFC or by the VILLAGE shall be deemed to imply or constitute a waiver of any succeeding or other breach under this Agreement.

**13.0 AMENDMENT OR MODIFICATION**

Both Parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed here, and that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by the Parties in the same manner as the execution of this Agreement.

**14.0 NOTICES**

14.1 All notices required to be given under this Agreement shall be given by personal delivery or certified or registered mail, addressed to the Parties as follows:

IF TO THE LPFC:

Lombard Public Facilities Corporation  
Tim Sexton  
Designated Representative  
255 East Wilson Avenue  
Lombard, IL 60148

COPY TO:

Mr. Thomas McGuigan  
Mid-America Hotel Partners, LLC  
53 S. Washington, #2  
Hinsdale, IL 60521

IF TO THE VILLAGE:

Village Manager  
Village of Lombard, Illinois  
255 East Wilson Avenue  
Lombard, Illinois 60148-3931

and shall be deemed given upon receipt if by personal delivery or three (3) days after mailing if by certified or registered mail.

14.2 Either of the Parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

## **15.0 ASSIGNMENT OR SUBLICENSE**

15.1 The VILLAGE may assign this Agreement to another entity upon prior written approval from the LPFC, with said approval not to be unreasonably withheld. If the VILLAGE shall assign this Agreement to a third party, the LPFC understands that all rights and obligations of the VILLAGE under this Agreement shall be fully transferable, and to the extent said assignee assumes, in writing, said rights and obligations, and agrees to be bound by this Agreement, the LPFC shall look solely to said assignee for compliance with this Agreement, and not the VILLAGE. In such case, the VILLAGE shall not be responsible for the acts and omissions of the assignee, and the LPFC shall have no cause of action against the VILLAGE for any acts or omissions of the assignee. If this Agreement is assigned by the VILLAGE pursuant to this Section 15.1, no further assignments of this Agreement shall be allowed thereafter without the prior written approval of the LPFC, with the granting of such approval to be in the sole and absolute discretion of the LPFC.

15.2 The VILLAGE may sub-license this Agreement to another entity upon prior written approval from the LPFC, with said approval not to be unreasonably withheld. If the VILLAGE shall sub-license this Agreement to a third party, the LPFC understands that all rights and obligations of the VILLAGE under this Agreement shall be fully transferable. The sub-licensee shall assume, in writing, said rights and obligations, and agrees to be bound by this Agreement. In the event of a sub-license, the LPFC shall look both to the Village and the sub-licensee for compliance with this Agreement. In such case, the VILLAGE and the sub-licensee shall be joint and severally responsible for the acts and omissions of the sub-licensee, and the LPFC shall have a cause of action against the VILLAGE for any acts or omissions of the sub-licensee. If this Agreement is sub-licensed by the VILLAGE pursuant to this Section 15.2, no further sub-licenses of this Agreement shall be allowed thereafter without the prior written approval of the LPFC, with the granting of such approval to be in the sole and absolute discretion of the LPFC.

## **16.0 TAXES**

In the event that this Agreement shall cause any portion of the Location including, but not limited to, the Licensed Premises, to be subject to any real property taxation under 35 ILCS 200/1-1 *et. seq.*, as amended from time to time, the VILLAGE shall be liable for the payment of any such real estate taxes, late payment penalties and interest payable by the LPFC as owner of the Location.

## **17.0 MISCELLANEOUS**

17.1 This Agreement shall not in any manner, or to any extent, affect the title of Licensed Premises, or limit or restrict the right of the LPFC, its successors and assigns, to use or dispose of said Licensed Premises as the LPFC in its sole discretion may desire, and particularly, but not in limitation of the foregoing, the LPFC, its successors or assigns, at all times, shall have free and unrestricted access to the Licensed Premises and all parts thereof for any purpose whatsoever.

17.2 No copy of this Agreement, and the License provided for herein, shall be recorded or filed in any public office, and any such assignment, filing and/or recording shall automatically terminate this Agreement.

17.3 This Agreement may be executed in duplicates and counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

[Signature pages follow]

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

VILLAGE OF LOMBARD, ILLINOIS

By: William J. Mueller  
William J. Mueller

Attest: Brigitte O'Brien  
Brigitte O'Brien

Title: Village President

Title: Village Clerk

Date: 2/28/2012

STATE OF ILLINOIS        )  
  )        ss.  
COUNTY OF DUPAGE     )

The undersigned, a Notary Public in and for said County and State aforesaid, DOES HEREBY CERTIFY that William J. Mueller and Brigitte O'Brien are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and appeared before me this day in person and acknowledged that they signed and delivered said instrument as representatives of the Village of Lombard for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 28<sup>th</sup> day of Feb, 2012.

Denise R. Kalke  
Name of Notary:

Commission Expiration Date:  
2/18/15



LOMBARD PUBLIC FACILITIES CORPORATION

By: *Paul Powers*  
Paul Powers

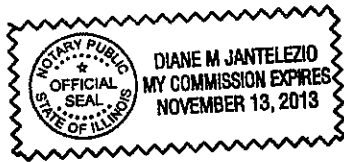
Title: President

Date: 2-28-12

STATE OF ILLINOIS        )  
                                  )        ss.  
COUNTY OF DUPAGE     )

The undersigned, a Notary Public in and for said County and State aforesaid, DOES HEREBY CERTIFY that Paul Powers, as President of the Lombard Public Facilities Corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that he signed and delivered said instrument as President of the Lombard Public Facilities Corporation for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 28<sup>th</sup> day of February, ~~2011~~ 2012



*Diane M Jantelezio*  
Name of Notary:

Commission Expiration Date:

11-13-2013

**EXHIBIT A**

**Rendering of Location**

## EXHIBIT B

### Terms of Use of Licensed Premises

- The VILLAGE will be issued a key, or as many keys requested by the VILLAGE and approved by security for the Westin Lombard Yorktown Center (“Hotel Security”), to access the Licensed Premises;
- The VILLAGE shall notify Hotel Security in advance of the VILLAGE, its employees or agents accessing the Licensed Premises;
- Access to the Licensed Premises by the VILLAGE or any of its employees or agents is to be made through the entrance from the parking garage of the Westin Lombard Yorktown Center and via the service elevator to the Communications Room;
- The VILLAGE, its employees and agents shall be required to contact Hotel Security to sign in, obtain a visitor badge and fill out an access log, and upon leaving the Licensed Premises, said person shall sign out and return the visitor badge. A key will be furnished to said person, if necessary, and hotel security shall have the discretion to deny access to said person if said person cannot demonstrate their authority from the VILLAGE to enter the Licensed Premises;
- No hazardous chemicals or materials shall be permitted to be stored in the Communications Room;
- If computer or cellular usage is to be considered for the Communications Room, the VILLAGE will be required to first outfit the Communications Room with air conditioning or another acceptable way to remove heat from the Communications Room, which currently does not exist;
- The VILLAGE shall make certain that entrance to the pre-action suppression system is unobstructed at all times, so that while using the Communications Room access is not obstructed, and the VILLAGE shall not store, position or leave any items in the Communications Room that would otherwise obstruct access to the pre-action suppression system; and
- The VILLAGE shall make every reasonable effort to limit its use of the Communications Room so as to prevent disruption of the operations and maintenance of the Westin Lombard Yorktown Center.