

**INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR THE USE OF CY PRES GRANT FUNDS**

This Agreement (the "Agreement") is made this day of
, 2011, by and between DuPage Public Safety Communications, (**"DU-COMM"**),
the Village of Bartlett (**"Bartlett"**), the Village of Hanover Park
(**"Hanover Park"**), the
Village of Lombard (**"Lombard"**), and the Lombard Public Facilities
Corporation
(**"Corporation"**). **The Corporation, Bartlett, Hanover Park, Lombard
and DU-COMM
are hereinafter sometimes referred to individually as a "Party" and
collectively as
the "Parties".**

WHEREAS, Section 10 of Article VII of the Constitution of the State of
Illinois
(1970) provides for units of local government to jointly exercise powers
and functions or
to obtain and share services among the units of local government, or in
conjunction with
other corporate entities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et.
seq.
provides that "any power or powers, privileges, functions or authority
exercised or which
may be exercised by a public agency of this State may be exercised,
combined,
transferred, and enjoyed jointly with any other public agency of this State
... except
where specifically and expressly prohibited by law"; and

WHEREAS, DU-COMM is a duly organized unit of intergovernmental
cooperation providing emergency public safety communications to its
member agencies
in DuPage County; and

WHEREAS, Bartlett is an Illinois municipality organized under the Illinois
Municipal Code, 65 ILCS 5/1-1-1 et. seq., and a member of DU-COMM;
and

WHEREAS, Hanover Park is an Illinois municipality organized under the
Illinois
Municipal Code, 65 ILCS 5/1-1-1 et. seq., and a member of DU-COMM;
and

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WHEREAS, Lombard is an Illinois municipality organized under the
terms of
Illinois Municipal Code, 65 ILCS 5/ 1-1-1 et. seq., and a member of DU-
COMM; and

WHEREAS, the Corporation is an Illinois not-for-profit corporation; and

WHEREAS, in September 2006, the Northwest Municipal Conference made available certain Cy Pres grant funds that were received as the result of a court action (Cook Co. Circuite Court), Case No. 98 CH 5500), which challenged the application of a Telecommunications Infrastructure Maintenance Fee (IMF) by Illinois municipalities (the “Grant Funds”); and

WHEREAS, in June 2006, DU-COMM, Lombard and the Corporation developed floor plans and requirements for the siting of a radio communications room (the “Communications Room”) on the top floor of the Westin Hotel being built in Lombard (the “Westin Hotel”); and

WHEREAS, since 2001, DU-COMM and its member agencies have determined to update and improve DU-COMM’s public safety radio system (the “New Radio System”); and

WHEREAS, the Communications Room was determined to be the “prime site” for the location of antennas and control equipment for the New Radio System; and

WHEREAS, in November 2006, Lombard initiated negotiations with Bartlett and Hanover Park regarding the use of Grant Funds to pay for the costs of improvements necessary to locate the antennas and control equipment for the New Radio System in the Communications Room (the “Improvements”); and

WHEREAS, in November 2006, the DU-COMM Executive Committee approved the plan to use Grant Funds earmarked for Bartlett, Hanover Park and Lombard for the installation of the Improvements in the Communications Room , with Bartlett, Hanover Park, and Lombard to be reimbursed by DU-COMM for the use of these Grant Funds at some unspecified date in the future; and

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WHEREAS, in January 2007, Bartlett, Hanover Park and Lombard submitted their respective applications to the Northwest Municipal Conference for the use of Grant Funds in the total amount of \$528,481.73; and

WHEREAS, in September 2007, the Improvements in the Communication Room were completed at a final cost of \$280,095.32; and

WHEREAS, on October 25, 2007, the Cy Pres Grant Committee of the Northwest Municipal Conference awarded Bartlett, Hanover Park, and Lombard grants in the total amount of \$280,095.32 (allocated as follows:– Lombard \$85,033.45, Bartlett \$79,657.16 and Hanover Park \$115,404.71); and

WHEREAS, in 2006, the DuPage County Emergency Telephone System Board (“ETSB”) assumed control of the New Radio System project, and expanded the New Radio System project’s scope to include most of DuPage County, including those communities in DU-COMM; and

WHEREAS, despite the ETSB assuming control of the New Radio System project, the communications room at the Westin Hotel, and the Improvements, remained part of the New Radio System project; and

WHEREAS, on December 13, 2010, the ETSB determined to use the STARCOM 21 Radio System for the DuPage County wide New Radio System, which eliminated the need for the Communications Room at the Westin Hotel, or the Improvements made thereto; and

WHEREAS, Bartlett, Hanover Park and Lombard have requested reimbursement of their respective proportionate shares of the Grant Funds, that were used by DUCOMM to construct the Improvements, by means of DU-COMM crediting Bartlett, Hanover Park and Lombard, in the amount of their respective proportionate shares of the Grant Funds, for the purchase of equipment associated with the STARCOM 21 radio system and not covered by ETSB funds (the “Reimbursement Request”); and

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WHEREAS, DU-COMM wishes to finally determine the use and control of the Communications Room at the Westin Hotel and the Improvements therein; and

WHEREAS, the DU-COMM Executive Committee has approved the Reimbursement Request of Bartlett, Hanover Park, and Lombard; and

WHEREAS, DU-COMM, Bartlett, Hanover Park, Lombard and the Corporation now desire to enter into this Agreement to fully and finally resolve all issues attendant to the use of the Grant Funds to construct the Improvements; .
NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and are made a part hereof.

ARTICLE II: RADIO EQUIPMENT PURCHASE CREDIT

1. Bartlett, Hanover Park and Lombard, along with other DU-COMM member agencies, have submitted to DU-COMM and the ETSB a list of the STARCOM 21 radio equipment they wish to purchase, which is over and above the cost of the equipment provided by the ETSB (the "Starcom Equipment"). DU-COMM has agreed to purchase such Starcom Equipment for its member communities and invoice the communities for the purchase cost. DU-COMM will credit Bartlett, Hanover Park and Lombard for the costs associated with the purchase of that Starcom Equipment up to the amount of the Grant Funds received by each and used for the Improvements by DUCOMM, as set forth in the recitals. If the cost of the Starcom Equipment for either Bartlett, Hanover Park or Lombard exceeds the amount of the Grant Funds received from each and used by DU-COMM relative to the Improvements, DU-COMM will bill Bartlett, Hanover Park and/or Lombard, as the case may be, for the cost of the

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purchased Starcom Equipment over and above the respective Grant Funds amounts received from each.

2. All Starcom Equipment for which Bartlett, Hanover Park and/or Lombard requests credit must qualify as public safety communications equipment covered by the terms of the Grant Funds conditions.

3. DU-COMM shall arrange for the purchase of such Starcom Equipment and the delivery of the Starcom Equipment to Bartlett, Hanover Park and/or Lombard by_ (insert date)_____.

ARTICLE III: WESTIN HOTEL COMMUNICATIONS ROOM ACCESS AND CONTROL

A. Upon delivery of all of the Starcom Equipment requested by Bartlett, Hanover Park, and Lombard (consistent with the provisions of Article II above), DUCOMM and Lombard shall be entitled to use the interior space of the Communications Room in accordance with the terms and provisions of the license agreements being entered into simultaneously with this Agreement , with said license agreements to be between the Corporation and Lombard, and between the Corporation and DU-COMM, and with said license agreements to be substantially in the form attached hereto as Exhibits A-1 and A-2 respectively, and made part hereof (the "License Agreements"). .

B. Pursuant to the License Agreements, DU-COMM may place up to twelve (12) antennas on the roof of the Westin Hotel, with notice to the Corporation, and Lombard may place antennas on the roof of the Westin Hotel, with said antennas to be generally located as set forth on Exhibit B attached hereto and made part hereof, with such adjustments to location as necessary as to insure the structural integrity of the Westin Hotel and to avoid interference with existing uses of the roof of the Westin Hotel.

Notwithstanding the foregoing sentence, any antennas placed on the roof must comply with all Federal, State and local laws, regulations and be compliant with any restrictions

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as to the use of the Westin Hotel , as set forth in the Declaration of Conditions, Covenants, Restrictions and Easements dated September 20, 2005, and recorded against title to the Westin Hotel. Should other public safety agencies wish to locate antennas at the Westin Hotel, and use the Communications Room in relation thereto,

DU-COMM and the Corporation shall enter into negotiations relative to any such request, and only permit such use provided it is in the best interests of DU-COMM and the Corporation to do so, and provided it does not interfere with the Corporation's, DUCOMM's or Lombard's use of the roof of the Westin Hotel or the Communications Room

C. Should DU-COMM, with the Corporation's permission, sublease any one of its authorized twelve (12) antennas' positions on the roof of the Westin Hotel, including any portion of the Communications Room relative thereto, to any commercial entity, the funds associated with any such sublease(s) shall be used by DU-COMM for the benefit of all its member agencies, except as provided in the following sentence. The Corporation shall be provided with a copy of any agreement entered into by DU-COMM relative to any such lease(s), and, upon DU-COMM having received rent payments under such sublease(s) in the total amount of two hundred eighty thousand ninety-five and 32/100 dollars (\$280,095.32), any future rent payments thereafter shall be divided between DU-COMM and the Corporation as follows:

(i) The first One Hundred Ten Thousand and no/100 dollars (\$110,000.00) shall be paid by DU-COMM to the Corporation, to reimburse the Corporation for the costs it incurred, in building the Westin Hotel, relative to the siting of the Communications Room on the top floor of the Westin Hotel, and the siting of DU-COMM's twelve (12) antennas on the roof of the Westin Hotel; and

(ii) Any amount in excess of said One Hundred Ten Thousand and no/100 dollars (\$110,000.00) shall be split equally by the Corporation and DU-COMM, with DU-COMM retaining fifty percent (50%) of the amount received, and DU-COMM paying fifty percent (50%) of the amount received by DU-COMM to the Corporation.

D. The Corporation shall allow DU-COMM and Lombard, and their respective agents, officers and employees, full and complete access to the

Communications Room, subject to the provisions of the License Agreements.

ARTICLE IV: WAIVER OF CLAIMS

Upon the signing of this Agreement, all Parties to this Agreement shall fully and completely waive and release any claims that they may have individually or collectively against any other Party or Parties relative to the use of the Grant Funds and the

Communications Room at the Westin Hotel.

ARTICLE V: NOTIFICATION OF COOK COUNTY CIRCUIT COURT

After signing this Agreement, the Parties agree to file a petition with the Circuit

Court of Cook County to notify the Court of the revision to the use of the Grant Funds as

provided for in this Agreement.

ARTICLE VI: CONSENT

Whenever the consent or approval of one or more Parties to this Agreement is

required hereunder, such consent or approval shall not be unreasonably withheld.

ARTICLE VII: NOTICE

Notice to each Party shall be addressed to:

DuPage Public Safety Communications

Executive Director Brian Tegtmeyer

600 Wall Street

Glendale Heights, IL 60139

Village of Bartlett

Administrator Valerie Salmons

228 S. Main Street

Bartlett, IL 60103

Village of Hanover Park

Manager Ron Moser

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2121 W. Lake Street

Hanover Park, IL 60103

Village of Lombard

Manager Dave Hulseberg

225 E. Wilson Avenue

Lombard, IL 60148

Lombard Public Facilities Corporation

225 E. Wilson Avenue

Lombard, IL 60148

Unless otherwise specified, any notice, demand or request required hereunder

shall be given in writing at the addresses set forth above, by any of the following means:

(a) personal service; (b) overnight courier; or (c) registered or certified mail, return receipt requested.
Such addresses may be changed when notice is given to the other Parties in the same manner as provided above. Any notice, demand or request sent pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (c) shall be deemed received two (2) days following deposit in the mail.

ARTICLE VIII: ASSIGNMENT; BINDING EFFECT

This Agreement, or any portion thereof, shall not be assigned by any Party without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the Parties hereto and such successors and permitted assigns.

ARTICLE IX: MODIFICATION

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This Agreement may not be altered, modified or amended except by written instrument signed by all of the Parties hereto.

ARTICLE X: COMPLIANCE WITH LAWS

The Parties hereto shall comply with all Federal, State and local laws, ordinances, rules and regulations relating to this Agreement.

ARTICLE XI: GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions,

contained herein invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

ARTICLE XII: COUNTERPARTS

This Agreement may be executed in five (5) counterparts, each of which shall be deemed an original.

ARTICLE XIII: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties.

ARTICLE XIV: AUTHORITY

Execution of this Agreement by each Party shall be authorized by Resolution properly and lawfully adopted by each Party. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

ARTICLE XV: HEADINGS

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The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

ARTICLE XVI: NO PERSONAL LIABILITY

No officer, member, official, employee or agent of any Party to this Agreement shall be individually or personally liable in connection with this Agreement.

IN WITNESS WHEREOF, each Party by a Resolution duly adopted, causes this

Agreement to be signed on its behalf this day of , 2011.

Dated day of , 2011

VILLAGE OF BARLETT VILLAGE OF HANOVER PARK

BY: _____

BY _____

Village President Village President

Attest: _____ Attest:

Village Clerk Village Clerk

VILLAGE OF LOMBARD LOMBARD PUBLIC FACILITIES CORPORATION

BY: _____

BY: _____

Village President President

Attest: _____ Attest:

Village Clerk Secretary
DUPAGE PUBLIC SAFETY COMMUNICATIONS

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BY: _____

Executive Director

Attest: _____

Secretary

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**LICENSE AGREEMENT FOR
COMMUNICATIONS ROOM AT WESTIN HOTEL
BETWEEN THE LOMBARD PUBLIC FACILITIES
CORPORATION
AND DUPAGE PUBLIC SAFETY COMMUNICATIONS
THIS LICENSE AGREEMENT (“Agreement”) is entered into on**

 (“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 DuPage Public Safety Communications, a duly organized unit of intergovernmental cooperation providing emergency public safety communications to its member agencies in DuPage County, Illinois (“DU-COMM”) (the LPFC and DU-COMM are sometimes referred to herein individually as the “Party” and jointly as the “Parties”).

W I T N E S S E T H:

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 DU-COMM 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 DUCOMM

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 this Agreement and 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 DU-COMM at least ten (10) days in

advance of amending Exhibit B.

1.3 DU-COMM agrees to use its Equipment on the Licensed Premises only

for official public health and safety communications.

1.4 DU-COMM 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 DU-COMM, the Village of Bartlett, the Village of Hanover Park, the

Village of Lombard, and the LPFC dated ____, 2011.

2.0 CONSTRUCTION ON LICENSED PREMISES

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2.1 All construction, modification, and installation activities performed on the

Licensed Premises by DU-COMM or its agents, contractors and subcontractors shall be at DUCOMM'S

own expense, and shall be consistent with all laws and regulations, including, without

limitation, DU-COMM'S construction permit, Federal Communications Commission rules and

regulations, and the "Radio Frequency Protection Guides" published by the American National

Standards Institute.

2.2 DU-COMM 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 DU-COMM'S agents, contractors and subcontractors, shall be delivered to the LPFC before DU-COMM begins construction.

2.4 DU-COMM 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 DU-COMM'S Equipment on the Licensed Premises.

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

2.6 After construction is completed, DU-COMM 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 DU-COMM'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 DU-COMM if it reasonably appears to endanger any facilities or utility equipment of the LPFC.

2.8 DU-COMM 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 DU-COMM'S UTILITY SERVICE

3.1 DU-COMM shall be permitted to utilize existing electrical service in the circuit panels in the Communications Room.

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

3.3 If DU-COMM in any way disturbs, interrupts or interferes with the LPFC'S utility service, DU-COMM 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 DU-COMM'S sole expense.

3.4 DU-COMM 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, DU-COMM shall, at its sole expense, provide for such lights.

4.0 DU-COMM'S MAINTENANCE AND REPAIRS

4.1 DU-COMM'S Equipment shall remain DU-COMM'S sole property and shall be maintained and repaired by DU-COMM, at its sole cost and expense.

4.2 Authorized personnel and maintenance agencies of DU-COMM 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, DU-COMM shall provide the LPFC with a list of all such personnel and maintenance agencies of DU-COMM 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 DU-COMM in writing otherwise.

4.3 All personnel of DU-COMM 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 DU-COMM shall notify the LPFC at least seven (7) days in advance of routine repairs and maintenance of its Equipment.

4.5 DU-COMM 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 DU-COMM'S Equipment.

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5.0 NONINTERFERENCE

5.1 DU-COMM 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. DU-COMM has also determined that the telecommunications and/or other operations of the LPFC as presently conducted at the Location will not cause interference with DU-COMM'S use of its Equipment on the Licensed Premises.

During the term of this Agreement, DU-COMM 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 DU-COMM'S use of its Equipment on the Licensed Premises.

5.2 DU-COMM 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) DU-COMM by executing this Agreement hereby acknowledges the potential existence of such Other Carriers;

(b) DU-COMM, 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 DU-COMM'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. DU-COMM has also determined that the telecommunications and/or other operations of the LPFC as presently conducted at the Location will not cause interference with DU-COMM'S use of its Equipment on the Licensed Premises.

During the term of this Agreement, DU-COMM 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 DU-COMM with respect to

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any interference at any time experienced by DU-COMM 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 DU-COMM'S use of its Equipment on the Licensed Premises. DU-COMM, 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. DU-COMM has also determined that the telecommunications and/or other operations of the LPFC as presently conducted at the Location will not cause interference with DU-COMM'S use of its Equipment on the Licensed Premises. During the term of this Agreement, DU-COMM 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 DUCOMM

and any and all remedies of DU-COMM which are based upon such interference shall be pursued by DU-COMM, 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, DU-COMM 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 DU-COMM can reasonably demonstrate that any Other Carrier's or the LPFC'S modified operations are causing interference with or disruptions of DU-COMM'S operations, then DU-COMM 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 DUCOMM

to be causing such interference until such interference has been corrected or eliminated to the satisfaction of DU-COMM if the interference cannot be corrected or eliminated within such twenty-four (24) hour period; and (iv) pay all reasonable costs and expenses incurred

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by DU-COMM 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 DU-COMM within five (5) days of the

written notice, DU-COMM 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 DU-COMM. In the event that the LPFC or an Other Carrier can reasonably demonstrate that DU-COMM'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 DU-COMM 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 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 DUCOMM 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 DU-COMM 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 DUCOMM

is given notice of interference from an Other Carrier, DU-COMM 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 DU-COMM 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 DU-COMM within thirty (30) days of

the LPFC'S or DU-COMM'S giving notice of such interference to the other Party or the Other Carrier.

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6.0 INDEMNIFICATION

6.1 To the extent DU-COMM is allowed by law, DU-COMM 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 DU-COMM or its officers, agents or employees

under this Agreement or the License provided for herein, the breach by DU-COMM of any

covenant in this Agreement, or the non-compliance by DU-COMM 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 DU-COMM upon

the Licensed Premises, or the existence of the non-exclusive License granted DU-COMM

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 DU-COMM with written notification thereof and DU-COMM 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 DU-COMM'S expense. In the event of a conflict, such that counsel assigned by DU-COMM cannot represent both DU-COMM and the Indemnified Parties, the Indemnified Parties shall be entitled to defense counsel of their choice at DU-COMM'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 DU-COMM agree that DU-COMM'S obligation to indemnify defend, and save harmless the Indemnified Parties as provided herein does not extend to any Other Carrier and that DU-COMM shall have no duty or obligation to any Other Carrier in this regard.

6.2 To the fullest extent permitted by law, DU-COMM 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 DU-COMM hereby covenants that the use and operation of the Licensed Premises by DU-COMM 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 DU-COMM, as the case may be, shall be

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

7.0 INSURANCE

DU-COMM 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 or the LPFC. Before the Commencement Date, DU-COMM 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 DUCOMM'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 DUCOMM shall have the LPFC'S property in its possession for the LPFC'S fabrication or otherwise as herein required, DU-COMM shall be deemed the insurer thereof and shall be responsible for such property until its return to and acceptance by the LPFC. DU-COMM shall require all contractors and subcontractors to comply with all of the insurance requirements of this Agreement. DU-COMM shall be furnished at least thirty (30) days prior notice of any nonrenewal and/or cancellation and/or reduction in limits or material change in any of the required coverages. If DU-COMM'S insurance is canceled because DU-COMM failed to pay its premiums or any part thereof, or if DU-COMM 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 DU-COMM, which sums shall be due and payable immediately upon receipt by DU-COMM of notice from the LPFC.

8.0 MECHANIC'S LIENS

8.1 DU-COMM 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 DU-COMM.

8.2 DU-COMM 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.

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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, DU-COMM 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 DU-COMM'S sole cost and expense, reasonable use and the effects of time excepted.

10.0 REMOVAL OF EQUIPMENT

10.1 DU-COMM'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, DU-COMM shall, at the direction of the LPFC, restore the Licensed Premises to the conditions which existed before DU-COMM'S use of the Licensed Premises, to the LPFC'S reasonable satisfaction, at DU-COMM'S sole cost and expense.

10.3 Any of DU-COMM'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, DU-COMM 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 DU-COMM 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 DU-COMM may, at its option, cancel and terminate this Agreement.

11.0 ACCEPTANCE OF PREMISES BY DU-COMM

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

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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 DU-COMM 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 DU-COMM:

DuPage Public Safety Communications

Brian Tegtmeier

Executive Director

600 Wall Street

Glendale Heights, IL 60139

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.

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15.0 ASSIGNMENT OR SUBLICENSE

15.1 DU-COMM may assign this Agreement to another entity upon prior written approval from the LPFC, with said approval not to be unreasonably withheld. If DUCOMM

shall assign this Agreement to a third party, the LPFC understands that all rights and

obligations of DU-COMM 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 DU-COMM. In such case, DU-COMM shall not be responsible for the acts and omissions of the assignee, and the LPFC shall have no cause of action against DU-COMM for any acts or omissions of the assignee. If this Agreement is assigned by DU-COMM pursuant to this Section

17.1, 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 DU-COMM may sub-license this Agreement to another entity upon prior

written approval from the LPFC, with said approval not to be unreasonably withheld. If DUCOMM shall sub-license this Agreement to a third party, the LPFC understands that all rights

and obligations of DU-COMM under this Agreement shall be fully transferable. The sublicensee 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 DU-COMM and the sublicensee for compliance with this Agreement. In such case, DU-COMM 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 DU-COMM for any acts or omissions of the sublicensee.

If this Agreement is sub-licensed by DU-COMM pursuant to this Section 17.2, 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, DU-COMM 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.

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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]

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

DuPage Public Safety Communications

By: _____ Attest:

Title: President Title: Secretary

Date: _____

STATE OF ILLINOIS)

) ss.

COUNTY OF DUPAGE)

The undersigned, a Notary Public in and for said County and State aforesaid, DOES

HEREBY CERTIFY that _____ and

_____ 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 DU-COMM for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this _____ day of _____, 2011.

Name of Notary:
Commission Expiration Date:

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LOMBARD PUBLIC FACILITIES CORPORATION

By: _____

Paul Powers

Title: President

Date: _____

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 _____ day of _____, 2011.

Name of Notary:
Commission Expiration Date:

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EXHIBIT A

Rendering of Location

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EXHIBIT B

Terms of Use of Licensed Premises

DU-COMM will be issued a key, or as many keys requested by DU-COMM and approved by security for the Westin Lombard Yorktown Center (“Hotel Security”), to access the Licensed Premises;

DU-COMM shall notify Hotel Security in advance of DU-COMM, its employees or agents accessing the Licensed Premises;

Access to the Licensed Premises by DU-COMM 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;

DU-COMM, 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 DU-COMM 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, DUCOMM 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;

DU-COMM 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 DU-COMM shall not store, position or leave any items in the Communications Room that would otherwise obstruct access to the pre-action suppression system; and

DU-COMM 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.