

## LICENSE AGREEMENT

This License Agreement (the "Agreement") made this 7th day of December, 2017 (the "Effective Date"), between the Village of Lombard, an Illinois municipal corporation, with its principal office located at 255 E. Wilson, Lombard, Illinois 60148, hereinafter designated LICENSOR or "Village" and Mobilitie, LLC, a Nevada Limited Liability Company, hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

WHEREAS, LICENSOR is the owner of an existing street light pole on located on or near 22<sup>nd</sup> Street and S. Main Street in Lombard, Illinois, identified in Exhibit A; and

WHEREAS, LICENSEE desires to install, maintain and operate wireless communications equipment in and/or upon of LICENSOR's existing street light pole, as defined in Exhibit A; and

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the terms and conditions which would govern LICENSEE'S ability to install, maintain and operate wireless communications equipment as hereinafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** Pursuant to all of the terms and conditions of this Agreement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's light pole, hereinafter identified and defined in Exhibit A, and hereinafter referred to as the "Premises", located in the LICENSOR's right-of-way (hereinafter referred to as the "Property") for the installation, operation, repair and maintenance of its wireless communications equipment, including any antenna(s), conduit, fixtures, appurtenances or personal property in relation thereto (hereinafter referred to as the "Equipment" or "Facility"); together with the non-exclusive right of ingress and egress from the Property, seven (7) days a week, twenty-four (24) hours per day to and from the Premises for the purpose of installation, operation, repair and maintenance of LICENSEE'S Equipment. The Parties acknowledge and agree that the Premises is an existing light pole and no new poles or monopoles are proposed as part of this License. A depiction of the Equipment is also Exhibit A. In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its Equipment, provided the location of such utilities shall be designated by LICENSOR.

This license shall be for the limited purpose of installing, attaching, operating, repairing and maintaining the Equipment and the LICENSEE shall not engage in any illegal practices, anticompetitive behavior or collusion with regard to construction activities related to the installation, operation, maintenance, transfer, repair, relocation or removal of the Equipment.

Any license granted is a revocable, non-exclusive license for the purposes set forth in this Agreement. This Agreement in no way precludes the non-discriminatory issuance of other licenses to operate communications equipment within the Village of Lombard. No use, however lengthy, of the Premises by the LICENSEE shall create or vest in the LICENSEE any easement or other ownership or property right of any nature in any portion of the LICENSOR's Property or the Premises, other than expressly stated herein.

2. PERMIT APPROVAL PROCESS. LICENSEE shall submit a permit application to LICENSOR for the Premises to install its Equipment that includes detailed engineering design drawings, including any required extensions of electric, telephone, cable, or fiber to the Premises, and specifications for the Equipment. Prior to issuance of a permit for this license, LICENSEE must provide adequate documentation to demonstrate the proposed Equipment can be structurally accommodated by the Premises. LICENSEE shall be held responsible for expenses associated with a third-party consultant's assessment of the structural installation, with said expenses not to exceed an amount equal to One Thousand and No/100 Dollars (\$1,000.00). LICENSOR shall make best efforts to review the request in a timely fashion and approve or deny the request within forty-five (45) days of submittal. Failure to receive approval in forty-five (45) days does not constitute LICENSOR's approval. Permit approval will only be given if the following criteria are met:

- a) LICENSEE shall submit a site plan that shows detailed engineering design drawings, including the size, surface area, height, and specifications of proposed installation.
- b) LICENSEE shall submit documentation that the Equipment proposed shall not interfere with any LICENSOR public safety radio system, traffic signals, light system or other telecommunications components.
- c) If the Premises is located on a light pole adjacent to the front yard of a residential building, LICENSEE shall show best alternate location. LICENSEE shall show and explain the difference in service capability between the two sites. If alternate site is preferred by LICENSOR the alternate site shall be considered.
- d) LICENSEE shall not install more than one Facility on a single utility pole.
- e) LICENSEE shall not install Equipment within one hundred (100) feet from any residential building and no closer than three hundred feet (300) from any other personal wireless telecommunication facility. A lesser setback may be allowed by the Village board as a variance when the applicant establishes that the lesser setback is necessary to close a significant gap in the applicant's services and no other viable alternative location or locations are available.
- f) Upon prior approval by the Village board and in compliance with the Village of Lombard Code of Ordinances ("Code"), LICENSEE may install Equipment on property and poles owned by another party within the corporate limits of the Village of Lombard. Such approval shall not unreasonably be withheld, delayed or denied by the Village.
- g) Surface Area of Antenna. The personal wireless telecommunication antenna, including antenna panels, whip antennas or dish-shaped antennas, shall not have a surface area of more than seven square feet and no single dimension exceeding seven feet. Omnidirectional or whip antennas may not extend more than seven feet, not including any pole extension.
- h) Minimum Height of Equipment. The LICENSEE shall locate the base of the Equipment or appurtenances at a height of no lower than eight feet above grade, not including Equipment relating to connection or disconnection switches, or power meters, provided Equipment is located on the Pole. The LICENSOR has the discretion to authorize Equipment be installed at grade, provided that screening is installed to minimize the visibility of the Equipment.
- i) Height. The top of the highest point of any antenna may not extend more than seven feet above the highest point of the Premises.



- j) Color. All Equipment shall be a color that blends with the surroundings of the Premises, on which it is mounted and use non-reflective materials which blend with the materials and colors of the surrounding area and structures. Any wiring must be covered with an appropriate cover or cable shield.
- k) Antenna Panel Covering. Any antenna shall include a radome, cap or other antenna panel covering or shield and shall be of a color that blends with the color of the Premises on which it is mounted.
- l) Wiring and Cabling. Wires and cables connecting the antenna to the remainder of the Equipment shall be installed in accordance with the version of the National Electric Code and National Electrical Safety Code adopted by the LICENSOR and in force at the time of the installation of the Facility. In no event shall wiring and cabling serving the Equipment interfere with any wiring or cabling installed by a cable television or video service operator, electric utility or telephone utility.
- m) Grounding. The Equipment shall be grounded in accordance with the requirements of the most current edition of the National Electrical Code adopted by the LICENSOR and in force at the time of the installation of the Equipment.
- n) Guy Wires. No guy or other support wires shall be used in connection with the Equipment unless the Equipment is proposed to be attached to an existing utility pole, alternative antenna support structure or Village-owned infrastructure that incorporated guy wires prior to the date that an applicant has applied for a permit.
- o) Structural Integrity. The Equipment shall be designed to withstand a wind force of at least ninety miles per hour, and be designed to withstand a wind force of at least forty miles per hour which includes at least three-quarters of an inch of ice all without the use of guy wires. The LICENSEE shall provide the LICENSOR with a structural evaluation of the Premises containing a recommendation that the proposed installation passes the standards described above. The evaluation shall be prepared by a professional structural engineer licensed in the state of Illinois.
- j) If the Premises does not meet the structural requirements, the LICENSEE may propose pole or structure reinforcement or replacement, which may be granted in the discretion of the LICENSOR. LICENSEE shall provide engineering design and specifications and drawings demonstrating any proposed alterations to or replacement of the pole or structure. LICENSEE shall replace the pole or structure with the approved design at its cost.
- k) LICENSEE shall comply with all the terms and conditions of Sections 97.055 and 97.057 of the Village Code and all other applicable provisions of the Village Code relating to construction of utility facilities.

3. **CONDITION OF PREMISES.** LICENSEE takes and accepts the Premises "as is" in the condition in which the LICENSEE finds the Premises, with any and all latent and patent defects and with no express or implied warranties by the LICENSOR of merchantability, fitness, suitability, or that the Premises are fit for any particular purpose. The LICENSEE shall have the right to inspect the Premises prior to installing its Equipment. The LICENSOR will be responsible for the regular maintenance of the Premises and will keep the Premises in good repair as required by all federal, state, county and local laws. The LICENSOR shall have the right to temporarily remove or require the LICENSEE to temporarily

remove the LICENSEE'S Equipment in order to maintain the Premises, upon thirty (30) days' written notice to LICENSEE.

The LICENSEE shall be responsible for repairing any damage to the Premises that is disturbed or damaged during, or as a result of, the construction, reconstruction, repair, replacement, relocation, operation or maintenance of the communications Equipment.

In the event that LICENSEE shall desire to upgrade any Equipment upon any Premises, the LICENSEE shall notify the LICENSOR in writing prior to installing any such upgrade and, upon the request of the LICENSOR, file a new Permit Application for such upgrade and provide all necessary documentation to establish compliance with the provisions of Paragraph 2 herein.

4. GENERAL RESTRICTIONS. In the event LICENSOR, in its sole discretion, deems it necessary to remove, relocate, repair or replace the Premises, LICENSEE shall notify LICENSOR at least thirty (30) days prior of the need to remove or relocate its Equipment, and LICENSEE shall be solely responsible for all costs related to the relocation of its Equipment. Notwithstanding the foregoing, prior to any removal or relocation of any Equipment, the LICENSOR and LICENSEE shall mutually agree and identify a suitable replacement location, and the LICENSOR and the parties shall amend this Agreement to reflect such subsequent location upon terms and conditions substantially equivalent to the terms and conditions set forth herein. In the event of an emergency, the thirty (30) day notice period shall not apply.

In no event shall the LICENSOR be obligated to replace or modify the Premises to accommodate the LICENSEE'S Equipment. If the LICENSEE desires, the LICENSEE may replace, at its sole cost and expense, the Premises in order to accommodate the Equipment, provided that the LICENSOR has authorized and approved a replacement pole. In no event shall the LICENSOR be obligated to approve or authorize the LICENSEE to install any replacement poles.

5. TERM; LICENSE. Subject to paragraph 7 of this Agreement, this Agreement shall be for a term of ten (10) years commencing upon the execution hereof by both Parties.

In exchange for use of the Premises pursuant to this Agreement, the LICENSEE shall pay the LICENSOR an annual rental fee in the amount of Two Thousand Four Hundred and No/100 Dollars (\$2,400.00) (the "Rent"). Thereafter, Rent will increase three percent (3%) upon each annual anniversary of the Effective Date (as hereinafter defined), and be paid in advance of each anniversary of the Effective Date thereafter. LICENSOR and LICENSEE acknowledge and agree that the Rent owed for the first year of the Term shall be due to LICENSEE within thirty (30) days after the date in which the permit is issued (the "Effective Date"). Any Rent not paid in accordance with the terms herein will be assessed a late fee of ten percent (10%) per annum from the date said payment is due.

Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

LICENSOR hereby agrees to provide to LICENSEE a completed Internal Revenue Service ("IRS") Form W-9, or equivalent and other documentation necessary to comply with IRS regulations for any party to whom rental payments are to be made pursuant to this Agreement. All documentation shall be acceptable to LICENSEE in LICENSEE'S reasonable discretion.

6. ELECTRICAL. LICENSEE shall be permitted to connect its Equipment to necessary electrical and telephone service, at LICENSEE'S expense. LICENSEE shall coordinate with utility companies to provide separate service to LICENSEE'S Equipment for LICENSEE use. In the event that



LICENSEE can obtain separate electrical service with a separate meter measuring usage, the LICENSEE shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE'S expense, upon the reasonable approval of LICENSOR. In the event that LICENSEE uses existing utility service at the Premises, the Parties agree to either: (i) attempt to have a submeter installed, at LICENSEE'S expense, which shall monitor LICENSEE'S utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or LICENSOR); or (ii) provide for an additional fee which shall cover LICENSEE'S utility usage.

LICENSEE shall be permitted at any time during the Term to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises. In the event such conduits affect the life expectancy of the pole, an additional reasonable fee, as mutually agreed to by the Parties, which reflects the replacement cost of the pole, may be assessed by LICENSOR after providing written notice to LICENSEE.

7. EXTENSIONS. This Agreement may be extended for two (2) additional five (5) year terms unless either Party provides written notice to the other Party of its intent to terminate this Agreement at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

8. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating its Equipment and uses incidental thereto. LICENSEE shall have the right to replace, repair the Equipment and the frequencies over which the Equipment operates. It is understood and agreed that LICENSEE'S ability to use the Premises is contingent upon its obtaining all of the certificates, permits and other approvals (collectively, the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate this Agreement. Additionally, if LICENSEE determines that the Premises is no longer technically viable, LICENSEE shall have the right to terminate this Agreement and remove its Equipment from the Property and Premises. Notice of LICENSEE'S exercise of its right to terminate shall be given to LICENSOR within thirty (30) days of LICENSEE obtaining knowledge of its need to terminate and shall be effective upon the mailing of such written notice by LICENSEE, or upon such later date as designated by LICENSEE. All Rent or other fees paid prior to said termination date shall be retained by LICENSOR. Upon such termination, this Agreement shall be of no further force or effect, subject to any surviving representations, warranties and indemnities contained herein. Notwithstanding anything to the contrary in this Section 8, LICENSEE shall continue to be liable for all Rent and other payments due to the LICENSOR until all Equipment is removed from the Property and Premises.

9. INSURANCE.

a. LICENSEE shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with LICENSEE'S operation and use of the Premises. The cost of such insurance shall be borne by LICENSEE, and shall be in the following coverage and amounts:



1. Commercial General Liability Coverage covering Comprehensive General Liability and Insurance Services covering Broad Form Comprehensive General Liability, or the most recent revision thereof, covering LICENSEE and insuring the LICENSOR and its officers, officials, employees, volunteers and agents, as additional insured's as respects liability arising out of the Premises and the Equipment, and/or arising out of activities performed by or on behalf of LICENSEE. Said insurance coverage shall be primary as respects liability assumed by LICENSEE, its officers, officials, employees, volunteers and agents.

Any insurance maintained by the LICENSOR, its officers, officials, employees, volunteers and agents shall be in excess of LICENSEE'S insurance and shall not contribute with it, but only with respect to liability assumed by LICENSEE under this Agreement. LICENSEE shall maintain limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit for any one occurrence for bodily injury, personal injury and property damage. LICENSEE shall furnish a Certificate of the Owner's and Contractor's Protective Policy Liability policy ("OCP") meeting the terms and conditions herein, including, without limitation, regarding coverage, minimum amounts and types of coverage, acceptability of insurance, additional insured's, cancellation and modification. All insurance shall be from any insurance company or companies authorized to do business in Illinois with a policy holder's rating of at least an "A minus" and a financial rating of at least "VII" in the latest edition of the Best Insurance Guide.

2. Worker's Compensation and Employers' Liability: Workers compensation limits as required by statute and Employers' Liability limits of One Million and 00/100 Dollars (\$1,000,000.00) per accident and One Million and 00/100 Dollars (\$1,000,000.00) per disease.

3. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by LICENSEE, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of State law and minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) as the combined single limit occurrence for bodily injury and property damage.

b. All policies, other than those for Worker's Compensation, shall be written on an occurrence and not on a claims made basis.

c. LICENSEE shall, prior to the Effective Date and prior to the installation of any of its Equipment and from time to time at the LICENSOR'S reasonable request during the Term, furnish to the LICENSOR certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or canceled without at least thirty (30) days' prior written notice to the LICENSOR.

d. LICENSEE shall not use or occupy the Premises, or permit the Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would cause structural injury to the Premises or which would constitute a public or private nuisance or waste.

10. LIMITATION OF LIABILITY Except as set forth in this Agreement, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.



The LICENSOR shall not be liable to the LICENSEE, its customers, or anyone else for the interruption of service of the LICENSEE or any interference with the operation of the LICENSEE'S Equipment.

11. INDEMNIFICATION. Except for matters arising out of the LICENSOR'S negligence or willful misconduct, LICENSEE and any agent, employee, contractor, or subcontractor of the LICENSEE shall defend, indemnify and hold harmless the LICENSOR and its officials, officers, board members, employees, agents, attorneys and contractors (collectively, the "Indemnitees") against any and all claims, causes of action, proceedings, judgments for damage or equitable relief arising in any way, including any act, omission, failure, negligence or willful misconduct in connection to the construction, repair, installation, maintenance, presence, use, relocation, transfer, removal or operation of the Equipment or the use of the Premises by the LICENSEE or by the LICENSEE'S officers, directors, employees, agents, contractors or subcontractors of the LICENSEE.

12. INTERFERENCE. LICENSEE agrees that its license is subject at all times to the LICENSOR'S right to use the Premises for its primary purpose. LICENSEE agrees to install Equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with the existing industry standards to any Equipment of LICENSOR or government agency, or other licensees of the Property which existed on the Property prior to the Effective Date. In the event any after-installed LICENSEE'S Equipment causes such interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE'S option, powering down the Equipment and later powering up such Equipment for intermittent testing. LICENSOR agrees that LICENSOR and/or any other present or future licensees of the Premises will be permitted to install only such Equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to the then existing Equipment of LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LICENSEE shall, within ninety (90) days of the expiration of the Term, or within ninety (90) days after any earlier termination of this Agreement, remove its Equipment, and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LICENSOR agrees and acknowledges that all of the Equipment of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after ninety (90) days following the termination of this Agreement, LICENSEE shall pay rent at one hundred and fifty percent (150%) of the then-existing monthly rate, until such time as the removal of the Equipment is completed.

14. NO WAIVER OF DUTIES. Termination of this Agreement does not relieve LICENSEE from the obligation (i) to pay any amounts due and owing to LICENSOR under the Agreement at the time of termination, or (ii) concerning any claim for damages against LICENSEE under this Agreement. LICENSOR'S rights, options, and remedies under this Agreement are cumulative, and non-exclusive. LICENSOR may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement. No waiver by LICENSOR of a breach of any covenant or condition of this Agreement is a waiver of any subsequent breach of the same or any other covenant or condition of this Agreement.



15. RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of this Agreement decide to sell or transfer all or any part of the Property or interest in the Property thereof, such sale or transfer of interest therein shall be under and subject to the Agreement and any such purchaser or transferee shall recognize LICENSEE'S rights hereunder and under the terms of the Agreement. In the event of such sale or transfer, LICENSOR shall provide thirty (30) days' written notice to LICENSEE.

16. REMOVAL FOR NON-COMPLIANCE. The LICENSOR shall have the authority at any time to order and require LICENSEE to remove and abate any Equipment that is in violation of the LICENSOR's Code upon written notice to LICENSEE. In the event LICENSEE, after receipt of written notice of such violation, fails to cure such violation within thirty (30) days after receipt of notice thereof, or fails to diligently and in good faith cure such violation, where such remedy requires more than thirty (30) days to complete, the LICENSOR may remove the same at the expense of the LICENSEE, all without compensation or liability for damages to LICENSEE.

17. LIMITED RIGHT OF ASSIGNMENT. This Agreement may be assigned by LICENSEE without any approval or consent of the LICENSOR to LICENSEE'S principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE'S assets in the market defined by the FCC in which the Premises or Property is located by reason of a merger, acquisition or other business reorganization provided that such acquiring entity is bound by all of the terms and conditions of this Agreement. As to other parties, this Agreement may not be sold or assigned without the written consent of the LICENSOR, which shall not be unreasonably withheld. LICENSEE shall provide the LICENSOR with written notice of any such merger, acquisition or other business reorganization with a principal, Affiliate or subsidiary of LICENSEE within a reasonable period of time prior to the consummation thereof. The parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Equipment deployed by LICENSEE in the Rights-of-Way pursuant to this Agreement may be owned and/or operated by LICENSEE'S third-party wireless carrier customers ("Carriers") and installed and maintained by LICENSEE pursuant to license agreements between LICENSEE and such Carriers. Such Equipment shall be treated as LICENSEE'S Equipment for all purposes under this Agreement provided that (i) LICENSEE remains responsible and liable for all performance obligations under the Agreement with respect to such Equipment; (ii) LICENSOR's sole point of contact regarding such Equipment shall be LICENSEE; and (iii) LICENSEE shall have the right to remove and relocate the Equipment.

18. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: Village of Lombard  
255 East Wilson  
Lombard, Illinois 60148

LICENSEE: Mobilitie, LLC  
Attn: Asset Management and Legal Department  
660 Newport Center Drive, Suite 200  
Newport Beach, CA 92660  
877-999-7070  
[assetmgmt@mobilitie.com](mailto:assetmgmt@mobilitie.com) (Asset Management); and  
[legal@mobilitie.com](mailto:legal@mobilitie.com) (Legal)

WITH A COPY TO:

Thomas P. Bayer



Klein, Thorpe & Jenkins, Ltd.  
20 N. Wacker Dr. Ste 1660  
Chicago, IL 60606

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. DEFAULT.

a. The following events shall be deemed to be events of default under this Agreement ("Event of Default"):

1. LICENSEE'S failure to pay Rent as provided in this Agreement or any other amount due and owing within thirty (30) days following LICENSEE'S receipt of notice thereof;

2. LICENSEE'S failure to comply with any provision of this Agreement within thirty (30) days following LICENSEE'S receipt of notice thereof;

3. Any material representation made by LICENSEE in this Agreement, or in any certificate, notice, demand response or request made in writing and delivered to the LICENSOR or any Governmental Authority pursuant to or in connection with this Agreement or any documents in furtherance thereof, which shall be untrue or incorrect in any material respect as of the date made;

4. LICENSEE abandons the Premises, which shall be defined as the failure to use the Equipment upon the Premises for wireless telecommunications for a period of six (6) months;

5. The entry of a decree or order for relief by a court having jurisdiction in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, (or similar official) of LICENSEE for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days;

6. The commencement by LICENSEE of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by LICENSEE to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, (or similar official) of LICENSEE or of any substantial part of the Premises, or the making by any such entity of any assignment for the benefit of creditors or the failure of LICENSEE generally to pay such entity's debts as such debts become due or the taking of action by LICENSEE in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others and not dismissed within thirty (30) consecutive days; and

7. LICENSOR's failure to comply with any provision of this Agreement.

b. In the event either Party to this Agreement should fail to perform or avoid its obligations herein, the Party not in breach shall provide written notice to the Party in breach setting forth the action or failure to act that constitutes the breach of this Agreement. If the breaching Party (a) fails to cure the breach within thirty (30) days after the receipt of written notice thereof; or (b) fails to diligently and in good faith commence to cure, where such breach is curable, but requires more than thirty (30) days to cure, the non-breaching Party may terminate this Agreement in addition to any other rights or remedies which may be available at law or in equity.

c. If LICENSEE fails to perform any obligations hereunder beyond any period allowed hereby for cure, after written notice has been provided as required herein, the LICENSOR may enter the Premises and perform it on LICENSEE'S behalf. In so doing, the LICENSOR may, but shall not be required to, make any payment of money or perform any other act. All sums paid by the LICENSOR, and all incidental costs and expenses, shall be due and payable by LICENSEE to the LICENSOR within thirty (30) days of written notice thereof, together with interest from the date of demand to the date of payment at the "Interest Rate". For purposes of this Agreement, the Interest Rate shall mean one percent (1%) per month on any unpaid balance due, it being understood, however, that in no event shall such Interest Rate exceed the maximum interest rate permitted by state law.

20. REMEDIES. In the event of a default by either Party, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party within thirty (30) days following the receipt of an invoice indicating such expenses. This Agreement shall be governed interpreted, construed and regulated by the laws of the state of Illinois. The Circuit Court of the 16<sup>th</sup> Judicial Circuit shall have jurisdiction and venue over any dispute with respect to this Agreement.

21. ENVIRONMENTAL. LICENSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Premises, unless such conditions or concerns are caused by LICENSEE'S specific activities or failures to act. To the extent permitted by law, LICENSOR shall hold LICENSEE harmless and indemnify LICENSEE from and assume all duties, responsibility and liability at LICENSOR'S sole cost and expense, for: (i) breach of any environmental compliance obligations on the Premises to the extent that such non-compliance results from conditions are not caused by LICENSEE; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are not caused by LICENSEE. LICENSEE shall hold LICENSOR harmless and indemnify LICENSOR at LICENSEE'S sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LICENSEE; and (ii) any environmental or industrial hygiene conditions arising



out of or in any way related to the condition of the Premises or activities conducted thereon, to the extent that such environmental conditions are caused by LICENSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE'S operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Agreement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Agreement. Notwithstanding the foregoing, the Rent shall abate during the period of repair following such fire or other casualty in proportion to the degree mutually determined by the Parties to which LICENSEE'S use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively, "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE'S sole cost and expense, comply with (i) all Laws relating solely to LICENSEE'S specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises.

24. BOND; CASH ESCROW. LICENSEE shall deposit with LICENSOR on one occasion prior to executing this Agreement, a bond in a form reasonably acceptable to LICENSOR in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), to guarantee the safe and efficient removal of any Equipment from the Premises, which Equipment remains more than ninety (90) days after the payment Rent has ceased and LICENSEE has failed to remove the Equipment. The funds may also be used to restore the Premises to its original condition, if LICENSEE fails to do so within sixty (60) days of receipt of notice. The time frame to complete restoration may be extended based on unforeseen circumstances or by mutual agreement.

25. MISCELLANEOUS. This Agreement hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement, or to exercise any of its rights hereunder, shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed interpreted, construed and regulated by the laws of the state of Illinois.

26. AUTHORIZATION. LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LICENSOR:**

**Village of Lombard, an Illinois  
municipal corporation**

WITNESS

\_\_\_\_\_

By: \_\_\_\_\_

Its: Village President

Date: December 7, 2017

**LICENSEE:**

**Mobilitie, LLC**

By: 

WITNESS

  
\_\_\_\_\_



EXHIBIT A  
**Premises and Equipment**