

PROFESSIONAL SERVICES AGREEMENT

For

RADIO TOWER REVENUE PROJECT

BETWEEN



COOK COUNTY GOVERNMENT

AND

CROWN CASTLE

CONTRACT NO. 12-23-224

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 23 2014

COM _____

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	2
ARTICLE 1) INCORPORATION OF BACKGROUND	2
ARTICLE 2) DEFINITIONS.....	2
a) Definitions.....	2
b) Interpretation.....	2
c) Incorporation of Exhibits.....	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT.....	4
a) Scope of Services.....	4
b) Deliverables	4
c) Standard of Performance.....	4
d) Personnel.....	5
e) Minority and Women's Business Enterprises Commitment	5
f) Insurance	6
g) Indemnification	8
h) Confidentiality and Ownership of Documents	8
i) Patents, Copyrights and Licenses	9
j) Examination of Records and Audits	9
k) Subcontracting or Assignment of Contract or Contract Funds.....	10
l) Professional Social Services	10
ARTICLE 4) TERM OF PERFORMANCE.....	12
a) Term of Performance	12
b) Timeliness of Performance	12
c) Agreement Extension Option.....	12
d) Delays	12
ARTICLE 5) COMPENSATION	13
a) Basis of Payment.....	13
b) Method of Payment.....	13
c) Funding	13
d) Non-Appropriation.....	13
e) Taxes	13
f) Price Reduction	13
g) Consultant Credits.....	13
ARTICLE 6) DISPUTES	13
ARTICLE 7) COMPLIANCE WITH ALL LAWS	14
ARTICLE 8) SPECIAL CONDITIONS.....	14
a) Warranties and Representations.....	14

b)	Ethics.....	15
c)	Joint and Several Liability	15
d)	Business Documents	15
e)	Conflicts of Interest.....	15
f)	Non-Liability of Public Officials	16
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET		17
a)	Events of Default Defined	17
b)	Remedies.....	18
c)	Early Termination	19
d)	Suspension	19
e)	Right to Offset.....	19
f.)	Delays	20
g.)	Prepaid Fees	20
ARTICLE 10) GENERAL CONDITIONS		20
a)	Entire Agreement.....	20
b)	Counterparts.....	21
c)	Modifications and Amendments	21
d)	Governing Law and Jurisdiction.....	21
e)	Severability	22
f)	Assigns.....	22
g)	Cooperation.....	22
h)	Waiver.....	22
i)	Independent Consultant	22
j)	Governmental Joint Purchasing Agreement	23
ARTICLE 11) NOTICES.....		23
ARTICLE 12) AUTHORITY		24

Economic Disclosure Statement
Signature Pages

List of Exhibits

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Structure Lease
Exhibit 4	Ground Lease
Exhibit 5	Public Works General Conditions
Exhibit 6	Evidence of Insurance
Exhibit 7	Board Authorization

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Crown Castle, doing business as a corporation of the State of Pennsylvania hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on July 23, 2014 as evidenced by Board Authorization letter attached hereto as EXHIBIT "7".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Radio Tower Revenue Project, 12-23-224, on April 12, 2012. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Department" means the Cook County Using Department.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor or Subconsultant" means any person or entity with whom Consultant contracts to provide any part of the Services, including Subcontractor, subconsultants and Subcontractor's subcontractor of any tier, suppliers and materials providers, whether or not in privity with Consultant.

b) Interpretation

i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Structure Lease
- Exhibit 4 Ground Lease
- Exhibit 5 Public Works General Conditions
- Exhibit 6 Evidence of Insurance
- Exhibit 7 Board Authorization

If there are any inconsistencies between the terms and conditions herein (inclusive of Exhibit 5 Public Works General Conditions) and the terms and conditions in the Leases (Structure Lease or Ground Lease) and the Scope of Services, the terms and conditions in the Leases shall govern and control.

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services.

**ii) Key Personnel
(Intentionally Omitted)**

iii) Salaries and Wages

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1

of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(3).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(2) The insurance must provide for 30 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed, except for non-payment of premium. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this

Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(6) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, Subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

i) Confidential and Proprietary Information

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

The County acknowledges and agrees that any information relating to Consultant's system designs, system planning technical data, customer lists, trade secrets, marketing, business plans, personnel, financial reports, pricing, forecasts, and internal organization, including all copies thereof and all reports, memoranda, and notes incorporating or referencing the same, is confidential and proprietary as defined by the Illinois Freedom of Information Act, 5 ILCS 140/7 (g).

ii) Responsibilities of Parties

Each party shall hold confidential information received from the other party with the same degree of care as it would its own confidential information, but with no less than reasonable commercial care, and shall use such information only for the purpose for which it is disclosed

and in accordance with this Agreement. Except as otherwise required by law, the receiving party shall not disclose confidential information, to any third party without the prior written approval of the disclosing party, which is marked, labeled or otherwise designated as confidential, except that Consultant may disclose confidential information to its agents, employees, officers, attorneys, and Consultants to the extent they need to know the confidential information under this Agreement. The receiving party shall only use the confidential information of the disclosing party for the purpose of this Agreement. No ownership right in confidential information is transferred in any manner pursuant to this Agreement.

The confidentiality restrictions of this Agreement shall not apply to any information: (i) lawfully received from another source free of restriction and without breach of this Cook County Government RFP #12-23-224 Agreement; (ii) that becomes generally available to the public without breach of this Agreement; (iii) known to the receiving party at the time of disclosure; (iv) independently developed by the receiving party without reference or resort to the confidential information; (v) disclosed pursuant to written consent of the disclosing party; or (vi) is required by legal process or court order to be disclosed by the receiving party, including but not limited to the Illinois Freedom of Information Act, .

iii) **Works for Hire**

The Site Inventory and Wireless Support Plan, as described in Exhibit 1, shall be included in the Deliverables and shall be the property of County of Cook.

iv) **Trademark**

Neither party shall use the name or trademark of the other, or any of their respective parent companies, subsidiaries, affiliates, or partners with respect to any advertising, promotion, publicity, or representation that either party may make in connection with the party's business, services, and/or product lines, as applicable, without the prior written consent of the other party.

v) **Survival**

The Consultant's obligation to protect confidential information shall survive the expiration or termination of any Ground Lease or Structure Lease, and the County's obligation to protect confidential information shall be in accordance with the Illinois Local Records Act, 50 ILCS 205/3 ("Survival Period"); provided confidentiality relating to trade secrets shall survive in perpetuity. At the end of the survival period for confidential information, Consultant or County, as the case may be, shall either return any confidential information clearly marked as confidential to the other party or destroy said confidential information.

i) **Patents, Copyrights and Licenses
(Intentionally Omitted)**

j) **Examination of Records and Audits**

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and

the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subconsultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subconsultant involving transactions relating to the subcontract, or to such Subconsultant's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. Additionally, once awarded, the Consultant must provide written notification to the Chief Procurement Officer of any Subconsultants it intends to use in the performance of the Contract. The Chief Procurement Officer reserves the right to disapprove of any Subconsultant within ten (10) days of written notice of Subconsultant identification. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief

Procurement Officer. The unauthorized assignment of the Contract or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subconsultants it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any Subconsultant. Identification of Subconsultants to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All Subconsultants shall be subject to the terms of this Contract.

The Consultant must disclose the name and business address of each Subconsultant, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Agreement, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County whether disclosure is required, or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and subconsultants of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment,

domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on August 1, 2014 (“**Effective Date**”) and continue until through July 31, 2019 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant’s agents, employees or Subconsultants are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

d) Delays

The parties acknowledge that they expect to agree upon a schedule for the completion of the Services as set forth in Exhibit 1 in connection with each project undertaken. Consultant will use commercially reasonable efforts to complete the Services in accordance with the applicable schedule. In any event, Consultant will not be responsible for delays that occur for reasons outside its reasonable control.

ARTICLE 5) COMPENSATION

a) **Basis of Payment**

The Consultant will pay County according to the Schedule of Compensation in the attached Exhibit 2.

b) **Method of Payment
(Intentionally Omitted)**

c) **Funding
(Intentionally Omitted)**

d) **Non-Appropriation
(Intentionally Omitted)**

e) **Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) **Price Reduction
(Intentionally Omitted)**

g) **Consultant Credits
(Intentionally Omitted)**

ARTICLE 6) DISPUTES

In the event of any dispute or claim arising under or in connection with the Agreement, including a dispute regarding an alleged breach of the Agreement, one party shall notify the other party in writing of the dispute (the "*Dispute*"). The parties shall work together in good faith first to resolve informally the Dispute internally by escalating it as necessary to progressively higher levels of the administrative structure.

Bona fide disputes shall be subject to the following. The dispute shall be filed by the complaining party in writing with the first tier and, unless resolved, will be escalated according to the time frame below.

<u>CONSULTANT</u>	<u>CUSTOMER</u>	<u>TIME TO ADDRESS</u>
Business Development Manager	Chief Procurement Officer	30 days
VP, National Site Development	Chief Procurement Officer	15 days
Chief Operating Officer	Chief Procurement Officer	15 days

If no resolution can be mutually agreed to, the complaining party may then avail themselves of any remedies in law or as set forth in this Agreement. Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in this Agreement during any dispute resolution proceeding unless otherwise mutually agreed to by the parties in writing.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subconsultants shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subconsultants of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subconsultant for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subconsultants are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Consultant and, to the best of its knowledge, its Subconsultants are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subconsultants to the prime Consultant or higher tier Subconsultants or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability
(Intentionally Omitted)**

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subconsultants if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not

acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subconsultant or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subconsultant of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement provided, however, such decision by the Chief Procurement Officer shall not bind or otherwise restrict Consultant's right to contest whether or not it has breached any provision of the Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way

relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**c) Early Termination
(INTENTIONALLY OMITTED)**

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f.) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Modifications and Amendments**

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) **Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of

the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Anna Ashcraft, Director of Real Estate
69 West Washington, Suite 3000
Chicago, Illinois 60602

and John Cooke, Director of Office of Capital Planning and Policy
69 West Washington, Suite 3000
Chicago, Illinois 60602

and Cook County Chief Procurement Officer
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Crown Castle USA Inc.
 c/o Crown Castle USA, Inc.
 Attn: E. Blake Hawk, General Counsel
 Legal Department
 2000 Corporate Drive
 Canonsburg, PA 15317-8564

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly; controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Goodman Networks
Address: 6400 International Parkway Suite 1000, Plano, TX 75093
E-mail: rpratt@goodmannetworks.com
Contact Person: Richard Pratt Phone: (972) 421-5221

Dollar Amount Participation: \$ TBD

Percent Amount of Participation: 15 %

*Letter of Intent attached? Yes No _____
*Letter of Certification attached? Yes No _____

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes No _____
*Letter of Certification attached? Yes No _____

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal **must** be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Goodman Networks
Address: 6400 International Parkway Suite 1000
City/State: Plano, TX Zip 75093
Phone: (972) 421-5221 Fax: _____
Email: rpratt@goodmannetworks

Certifying Agency: DFW MSDC
Certification Expiration Date: Nov. 30, 2012
FEIN #: 74-2949460
Contact Person: Richard Pratt
Contract #: To be determined

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

General Contracting services for Crown Castle USA, Inc (Respondent to RFP #12-23-224)

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

To be determined

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Angela S. Hanell
Signature (MWBE)

Goodman Networks
Print Name

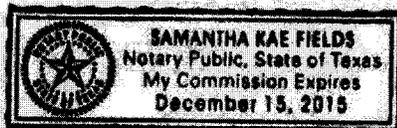
Goodman Networks
Firm Name

August 10, 2012
Date

Subscribed and sworn before me

this 13 day of August, 2012
Notary Public Samantha Kae Fields

SEAL



Kenneth G. Boben Jr.
Signature (Prime Bidder/Proposer)

Crown Castle
Print Name

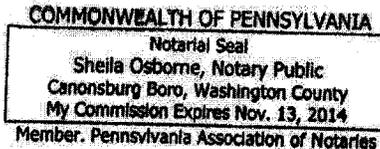
Crown Castle
Firm Name

8/14/12
Date

Commonwealth of Pennsylvania
County of Washington
Subscribed and sworn before me

this 14th day of August, 2012
Notary Public Sheila Osborne

SEAL



PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- ___ % of Reduction for MBE Participation
- ___ % of Reduction for WBE Participation

N/A

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.



DALLAS/FORT WORTH MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

Goodman Networks, Inc.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Dallas/Fort Worth Minority Supplier Development Council.

**NAICS Code(s): 237130; 238210; 561310

**Description of their product/services as defined by the North American Industry Classification System (NAICS)

November 6, 2011

Issued Date

DL09775

Certificate Number

November 30, 2012

Expiration Date

President, DFWMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
	<u>Homero Tristan, Tristan & Cervantes, 30 W. Monroe St., Ste. 630, Chicago, IL 60603</u>

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?
Yes: _____ No: _____

b) If yes, list business addresses within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

See the following sheet, "Exceptions to Certifications contained in the EDS". _____

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

Exceptions to Certifications Contained in the EDS – June 17, 2014

Local Business Preference Disclosure

Crown Castle is not headquartered in Cook County; however, Crown Castle maintains an office with 33 employees assigned to an office located at 10 North Martingale, Suite 620, Schaumburg, IL 60173 and 11 employees assigned to an office located at 30 E. Belmont Avenue, Romeoville, IL 60446. Although technically a "no" response on the form, some consideration should be given due to Crown Castle's employment of many Cook County residents.

Real Estate Ownership Disclosure

Crown Castle USA Inc. (Respondent) does not own any real estate in Cook County; however, its subsidiaries and affiliates do have real property interests in the form of ground space at existing tower sites. A list of such real property interests of Respondent's affiliates/subsidiaries will be provided upon request.

Familial Relationship Disclosure Provision

Crown Castle has over 1,900 employees located throughout the country. The likelihood of employees other than those located inside Cook County or the State of Illinois having familial relationships with elected officials is unlikely. Therefore, Crown Castle wishes to limit the scope of the FRDP to those employees of Crown Castle who reside or work within the State of Illinois. The attached certification is based on this limitation.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-810 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Crown Castle USA Inc. D/B/A: _____ EIN NO.: 25-1695742

Street Address: 2000 Corporate Drive

City: Canonsburg State: PA Zip Code: 15317

Phone No.: 724-416-2000

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Crown Castle Operating Company	1220 Augusta Dr., Ste. 500, Houston, TX 77057	100%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
None		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Crown Castle Operating Company	1220 Augusta Dr., Ste. 500, Houston, TX 77057	100%	Parent Entity

Declaration (check the applicable box):

- [x] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Ken Boben
Name of Authorized Applicant/Holder Representative (please print or type)

Ken Boben
Signature

Ken.Boben@crowncastle.com
E-mail address

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WASHINGTON
Subscribed to and sworn before me
this 20th day of June 2014

X *Sheila Osborne*
Notary Public Signature

Area President
Title

6/20/14
Date

724-416-2000
Phone Number

My commission expires: 11/13/14

Notary Seal



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Kenneth G Boben Jr. Title: Area President Midwest

Business Entity Name: Crown Castle USA Inc. Phone: 724-416-2000

Business Entity Address: 2000 Corporate Drive, Canonsburg, PA 15317

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

KG Boben Jr. 6-20-14
 Owner/Employee's Signature Date
 COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON
 Subscribe and sworn before me this 20th Day of June, 2014

a Notary Public in and for Washington County
Sheila Osborne
 (Signature)

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Sheila Osborne, Notary Public
 Canonsburg Boro, Washington County
 My Commission Expires Nov. 13, 2014
 Member, Pennsylvania Association of Notaries
 My Commission expires 11/13/14

NOTARY PUBLIC
SEAL

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Crown Castle USA Inc.

BUSINESS ADDRESS: 2000 Corporate Drive
Canonsburg, PA 15317

BUSINESS TELEPHONE: 724-416-2000 FAX NUMBER: 724-416-2200

CONTACT PERSON: Scott Cheek

FEIN: 25-1695742 *IL CORPORATE FILE NUMBER: 60521212

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: W. Benjamin Moreland VICE PRESIDENT: E. Blake Hawk

SECRETARY: Donald J. Reid, Jr. TREASURER: Jay A. Brown

**SIGNATURE OF PRESIDENT: *[Signature]* (Senior Vice President, Chief
Financial Officer & Treasurer)

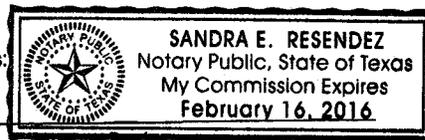
ATTEST: *[Signature]* (CORPORATE SECRETARY)

Subscribed and sworn to before me this

18 day of July, 2014.

X *[Signature]*
Notary Public Signature

My commission expires:



* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 31 DAY OF July, 2014.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

12-23-224

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

OR

JUL 23 2014

ITEM(S), SECTION(S), PART(S): _____

COM _____

TOTAL AMOUNT OF CONTRACT: \$ 0.00 Revenue Generating
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:



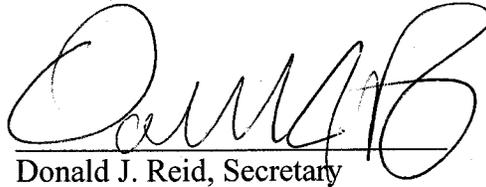
ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

**CROWN CASTLE USA INC.
SECRETARY'S CERTIFICATE**

I, Donald J. Reid, do hereby certify that I am the Secretary of CROWN CASTLE USA INC., a Pennsylvania corporation (the "Company"), and CERTIFY that:

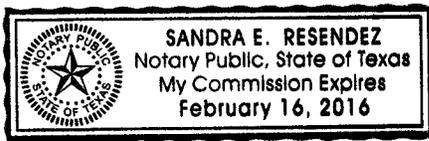
Jay A. Brown is the duly elected Senior Vice President, Chief Financial Officer and Treasurer of the Company and is authorized to execute, on behalf of the Company, the Signature Page to the Economic Disclosure Statement for Cook County Illinois, dated on or about July 18, 2014.

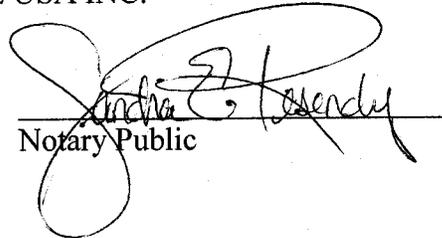
IN WITNESS WHEREOF, I have hereunto subscribed my name this 18th day of July, 2014.


Donald J. Reid, Secretary

STATE OF TEXAS
COUNTY OF HARRIS

This Certificate was subscribed and sworn to before me on the 18th day of July, 2014, by Donald J. Reid, Secretary of CROWN CASTLE USA INC.




Notary Public

My Commission Expires: 2/16/2016

EXHIBIT 1

SCOPE OF SERVICES

1. **Site Inventory**

Perform an inventory of all potential COOK COUNTY sites, which were included in the Request for Proposal and submit to the Director of Capital Planning and the Director of Real Estate a report on the marketability of the inventoried sites within ninety (90) days following full execution of this Agreement in tabular form.

2. **Wireless Support Plan**

Develop a COUNTY-wide long-term tower/facilities support plan for wireless providers. The plan shall include an analysis of all broadband carriers currently licensed and deployed within Cook County. Crown will also review local market development trends for narrowband providers and discuss the drive data to determine if our plan is adequately addressing their current deployment concerns with those narrowband providers who are actively deploying facilities within Cook County.

3. **Site Marketing**

During the term of this Agreement, CROWN shall market the following to wireless communication providers: (i) COUNTY-owned structures for the erection of new antennas; (ii) COUNTY owned property for the erection of new wireless communication facilities; and (iii) existing COUNTY owned structures and towers for co-location. When marketing existing COUNTY owned property structures and towers to wireless communication operators, CROWN shall consider if the existing structures or towers are technically and structurally feasible

4. **Inspection**

CROWN shall obtain written approval from the Director of Real Estate granting CROWN and its employees, agents, contractors and engineers the right to analyze and inspect the COUNTY sites for the suitability of the erection of antennas and wireless communication facilities. CROWN shall provide the Director of Real Estate with all of the names of all of its employees, agents, contractors and engineers which shall access the COUNTY sites.

5. **Preliminary Approval.**

During the term of this Agreement, CROWN will propose development of each new site by use of a mutually agreed to preliminary approval form attached hereto as "Attachment A" to this scope of work. The COUNTY will route the form through appropriate internal stakeholders to receive preliminary approval to include a review of all potential future COUNTY redevelopment or expansion requirements.

6. **Due Diligence**

During the term of this Agreement, upon a wireless provider submitting an application for colocation CROWN will prepare a report that analyzes the structural capacity of the tower and foundation ("Tower Analysis Report") and a study of the electronic potential for interference between proposed and existing equipment to determine if any steps need to be taken to prevent interference ("Inter-modulation Study") for all COUNTY existing and potential equipment co-location sites.

During the term of this Agreement, in order to allow the COUNTY to determine whether it will grant CROWN the right to erect an antenna or wireless communication facilities on COUNTY owned structures, and property, CROWN shall request that the COUNTY attend site visits prior to commencing construction of any antenna or wireless communication facility. CROWN must also provide the COUNTY with the following documents: construction drawings signed and sealed by a State of Illinois licensed professional engineer setting forth a site plan and elevation drawings of the antenna or wireless communication tower; photo simulations of what the structures or property looks like now and upon completion of the erection of the antenna or tower; , a structural analysis signed and sealed by a State of Illinois licensed professional engineer; and a RF Interference Study.

7. **Ground Lease and Structure Lease**

Upon the completion of the Due Diligence as set forth in Section 6, and the mutual approval of a site by both COUNTY and CROWN for the development of a new site, and Bond Counsel, if necessary, the parties shall negotiate in good faith individual Structure Leases, which are substantially in the form of Exhibit 3 and individual Ground Leases, which are substantially in the form of Exhibit 4. The COUNTY must receive approval from the Cook County Board of Commissions prior to executing any individual Ground Lease or Structure Lease.

8. **Site Preconstruction Visit**

Prior to construction start and after all zoning and building permits have been approved, CROWN will hold a pre-construction site visit with required COUNTY stakeholders to review the site conditions, discuss access limitations (if any) and ensure alignment with the departmental staff who may be affected during construction. The COUNTY will approve the start of construction at that meeting, said approval not to be unreasonably withheld, conditioned or delayed.

9. **Construction Management**

CROWN will be solely responsible for managing the construction and installation of all new equipment (including support infrastructure) at each COUNTY-owned or controlled property developed pursuant to and during the term of this Agreement. Notwithstanding the foregoing, CROWN shall comply with the Public Works General Conditions, as they may be amended from time to time which are attached as Exhibit 5 of this Agreement. COUNTY reserves the right to inspect the final installation and shall make a duly

authorized representative available for the final site acceptance walk to provide feedback related to construction standards approved at the pre-construction site visit.

10. Site Subleases

When entering into subleases with Subtenants, which are wireless communication providers, CROWN shall provide a copy of its Leases with the COUNTY to the Subtenants, and the Subtenants shall be bound by the terms of the Leases between the COUNTY and the CROWN, and shall be directly liable for violations of the Lease.

11. Site Maintenance

CROWN will be solely responsible for maintenance of all sites developed pursuant to this Agreement. CROWN will complete annual ground based inspections which include a visual review of installed equipment on the support structure and the lowest point of the facility (generally the ground, occasionally a rooftop) where the provider base station equipment is located. These reviews ensure accuracy of CROWN system data related to equipment that has been approved and licensed for the facility, any irregularities are reported by trouble ticket for further resolution, collection or appropriate action.

12. Existing Site Responsibility

Notwithstanding anything to the contrary contained herein, it is expressly acknowledged and agreed that CROWN shall have no liability or obligation with respect to the installation, operation, repair, or maintenance of any wireless communications facilities located on COUNTY-owned or controlled properties as of the date of this Contract.

Exhibit A

Preliminary Approval Form

Dear Program Manager,

Please review business terms listed below and advise if this location is approved.

<u>BACKGROUND:</u>	<type of development, rooftop, tower or other>
Commencement:	<date and trigger if necessary>
Sublicensee:	<carrier>
County Parcel ID:	<county id>
Proposed Height:	<proposed height>
Proposed Structure Type:	<monopole, pine tree, flagpole etc.>
Proposed size of equipment surface space	<size of license area Crown/County>
Proposed Rent	<County's percentage of Rent or Revenue>
Other Miscellaneous Comments:	<unique considerations for development>

EXHIBIT 2

SCHEDULE OF COMPENSATION

- **Revenue share compensation**
 - County to receive 70% share of recurring rent for all future leases generated on existing County-owned towers and rooftop locations. County property which could be used for outdoor small cells could also be included in this category.
 - County to receive 40% share of recurring rent for all leases generated in deploying new wireless tower sites using Crown Castle capital.
 - County to receive 25% share of recurring rent for all leases generated through indoor Distributed Antenna Systems using Crown Castle capital.

- **Revenue Share Pre-payment.**
 - Our pricing proposal with the County includes an advance payment of \$150,000 within 60 days of full contract execution as a prepayment for expected future revenue share payments owed to the County. This upfront payment provides revenue to the County now while Crown Castle markets all of the identified locations to the wireless carriers.

- **Alternative Revenue Opportunities.**
 - Crown Castle offers to purchase revenue streams associated with wireless infrastructure the County may be receiving at market cap rates based on the annual cash flow (subject to minimum qualifications and due diligence review by Crown Castle). This includes both existing assets (included and excluded from this agreement) and any new revenue-generating assets.
 - We are also interested in managing and marketing additional County properties not identified in this particular RFP. Recognizing that other County-owned properties (such as the Pedway underground system in the City of Chicago) may generate additional revenue for the County, we will work to identify and analyze all potential properties if added to the scope of this contract.

EXHIBIT 3

STRUCTURE LEASE

THIS STRUCTURE LEASE ("**Lease**"), effective as of _____, 2014 (the "**Effective Date**"), is entered into by the County of Cook, a body politic and corporate of the State of Illinois having a mailing address of _____ ("**Landlord**" or "**the County**") and Crown _____, a Delaware limited liability company, qualified to do business in Illinois as _____ and having a mailing address of _____ ("**Tenant**"). Landlord and Tenant may be individually referred to as a "**Party**" and collectively as "**the Parties**".

RECITALS

WHEREAS, Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit A** (the "**Land**") located at _____ [street address] _____, in the City/Village of _____, State of Illinois, improved with a structure commonly known as _____ ("**Structure**"), together with all rights and privileges arising in connection therewith, with the Structure and the Land referred to collectively as the "**Property**", and

WHEREAS, Tenant desires to lease a portion of the roof of the Structure, and a portion of the Land adjacent thereto, to its Subtenants in connection with their federally licensed communications business, and

WHEREAS, Landlord acting in its proprietary capacity is willing to grant the right for such use, on the terms set forth herein, and such terms are acceptable to Tenant, and

WHEREAS, The use by Landlord of the Structure and Land for public purposes is primary, and Tenant's and its Subtenant's use is secondary, such that among other things, Landlord must approve construction plans and changes related to Tenant's and Subtenant's use, and

WHEREAS, In terms of the person(s) authorized to act or sign documents related to this Lease on behalf of Landlord, the term "Landlord" shall mean the Real Estate Director for Cook County, or such other person from time-to-time designated by the Cook County President, except where such actions require the approval of the Cook County Board of Commissioners, and

WHEREAS, This Lease sets forth the terms for Tenant's and Subtenant's use of the Property.

NOW, THEREFORE, in consideration of the several promises and covenants set forth below, the Parties agree as follows:

1. LEASE OF PREMISES.

a) Landlord hereby leases to Tenant a portion of the Land and Structure, as is specifically set forth in detail on the construction drawings attached as **Exhibit B** ("**Construction Drawings**") and on the photographic simulations attached as **Exhibit C** ("**Photo Simulations**") that are annexed hereto and made a part hereof, consisting of:

i) _____ square feet on the Land, as set forth on the Construction Drawings, for the placement of the ground based portion of Tenant's Communication Facility (defined below), excluding any antennas. If shown on the Construction Drawings, such portion includes a natural gas fired emergency generator, in

which case unless otherwise agreed in writing by Landlord, all periodic testing of such generator (such as a weekly "duty cycle" test) shall not occur between 8 AM and 6 PM, Monday through Friday.

ii) space for any structural steel or other improvements to support the Communication Facility that is set forth in the Construction Drawings (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");

iii) that certain space on the building's rooftop and/or façades, as specifically depicted on the Construction Drawings, where Tenant shall have the right to install antennas, supporting structures for the antennas and other antenna-related equipment (collectively, the "**Antenna Space**"); and

iv) those certain locations specifically depicted on the Construction Drawings for the conduits, wires, cables, cable trays and other necessary connections to be located to run: (a) between the Equipment Space and the Antenna Space; and (b) between the Equipment Space and the electric power, natural gas and telecommunications sources for the Property (hereinafter collectively referred to as the "**Connection Space**").

v) Landlord agrees that Tenant shall have the right as specifically depicted on the Construction Drawings to install conduits, wires, cables, cable trays and other necessary connections in the Connection Space (1) between Tenant's equipment in the Equipment Space and the Antenna Space; and (2) between Tenant's equipment in the Equipment Space and the electric power, natural gas and telecommunications sources in the public rights of way for the Property.

vi) The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the "**Premises.**"

b) Exhibit B contains engineering drawings signed and sealed by a State of Illinois licensed professional engineer setting forth a site plan and elevation drawings depicting all improvements to be placed on the Property including structural steel or other improvements (if any) to support the Communication Facility; antennas, ice bridge, equipment cabinets, utility boxes, wires, cable trays, cables, conduits, fences, walls, any backup battery cabinets; fence and wall detail; specifications for all exterior colors, paint, other finishes and landscaping; signage; and any vehicular easement from an open and improved public road to the Premises,

c) Exhibit C is a before and after photo simulation with photographs of what the Structure looks like now from ground level and close up, and photo simulations of the same pictures showing what the Structure will look like upon completion of construction of the Communication Facility.

d) **Exhibit D ("Structural Analysis")** is a structural analysis, whose substance and conclusions are acceptable to Landlord, signed and sealed by a State of Illinois licensed professional engineer, analyzing the loads and stresses to be placed on the Structure by the Communication Facility (in addition to those loads and stresses already present), and determining whether or not the Structure as so modified complies with applicable codes (latest version), laws and sound engineering practice. Where there are variables, such as those in ANSI/TIA 222-G on the Class of Structure, which depend on the usage or classification of the Structure or items on it, Landlord shall specify the value of the variable in question to be used in the structural analysis.

e) **Exhibit E ("RF Interference Study")** is a radio frequency interference (aka intermodulation) study, whose substance and conclusions are acceptable to Landlord, performed by a qualified radio frequency engineer, which analyzes the existing communications facilities on the Structure, those set forth on Exhibit B, any relevant portions of the Structure, and any planned changes in communications facilities of which Landlord has advised Tenant in writing, to determine whether there will be any radio

frequency interference between the preceding communications facilities, and if so, what may be done to eliminate or resolve such interference prior to placing the Communications Facility into operation.

- f) **Exhibit H (“Memorandum of Lease”)** is a Memorandum of Lease.
- g) **Exhibit G (“Cook County Insurance Requirements”)** contains the specific insurance coverage required by Landlord, in addition to the provisions of Section 7.
- h) Condition precedents to this Lease becoming effective are:
 - i) Landlord notifying Tenant in writing that Landlord has received notice that the Lease has been approved by its bond counsel, and
 - ii) Tenant acquiring and providing Landlord with a survey done by an Illinois registered land surveyor reasonably satisfactory to Landlord and completing any other work needed to provide (1) the current legal description of the Land set forth on Exhibit A, and (2) the tax identification numbers for the Land and (if different) for the Premises.
- i) Tenant acknowledges that it has conducted all due diligence (such as for Government Approvals, title, Property condition, etc.) as to the suitability of the Premises and Property for the Permitted Use and that it accepts and, except as set forth herein is leasing the Premises in an 'as is, where is' condition.

2. **PERMITTED USE OF THE PREMISES.**

- a) Tenant shall be permitted to and shall use commercially reasonable efforts to sublease the Premises to third parties ("**Subtenants**") whom it grants the right to occupy and use the Premises for a Permitted Use, subject to the terms and conditions contained herein and annually upon request by Landlord shall report on such efforts.
 - i) Upon entering into a sublease (by whatever name entitled) with a Subtenant, (i) Tenant shall both provide each Subtenant with a copy of this Lease confirm to Landlord in writing that it has done so, and (ii) Prior to any Subtenant having Access (as defined in Section 12) to the Premises, Tenant shall provide Landlord with the name, address, other contact information and emergency contact information for each Subtenant.
 - ii) Subtenants shall at all times: (A) be bound by the terms and conditions of this Lease; (B) be communications services providers; (C) be directly liable to Landlord for their violations of the Lease; (D) have the financial, legal and technical qualifications necessary to comply with this Lease and applicable law, including all licenses from the Federal Communications Commission or successor agency needed for the operation of telecommunications equipment on the Premises in full compliance with applicable law. Upon request, Tenant shall provide Landlord with documentation evidencing the preceding.
 - iii) Tenant is responsible and jointly and severally liable to Landlord (along with applicable Subtenants') for Subtenants' violations of this Lease, including under Section 9 Indemnification.
- b) Tenant or its Subtenant shall install, construct, maintain, repair and replace on the Property communications fixtures and related equipment, cables and accessories (collectively, the "**Communication Facility**") as are set forth on or referenced in the Construction Drawings, Photo Simulations, Structural Analysis and RF Interference Study. Tenant is solely responsible for managing the installation, construction, maintenance, repair and replacement of the Communication Facility.

Subtenant shall then operate and use the Communication Facility and Premises for the transmission and reception of its communications signals pursuant to its Federal license for same (collectively, the “Permitted Use”).

i) For a period of ninety (90) days (or such lesser time as the Parties may agree to in writing) following the start of construction of the initial installation of the Communication Facility and for the installation of each Subtenant’s equipment, Landlord grants Tenant, its Subtenants, licensees and contractors, the right to use mutually agreeable portions of the Land as may reasonably be required during construction and installation of the Communication Facility.

c) Any material changes in the Communication Facility from that set forth on or referenced in the Construction Drawings, Photo Simulations and Structural Analysis shall require Landlord's prior written consent, which will not unreasonably be withheld, conditioned or delayed. Any request to Landlord for such changes shall be in writing and shall be accompanied by new Construction Drawings, Photo Simulations, Structural Analyses and RF Interference Studies comparable in form, substance and detail to those attached as Exhibits B, C, D and E, with the new Construction Drawings and Structural Analyses signed and sealed by a State of Illinois licensed professional engineer. It shall not be unreasonable for Landlord to withhold or condition its consent, among other things, if Landlord determines that changes do not comply with Laws (as such term is defined in Section 24(d)) or would materially and adversely affect (A) safety or security, (B) the Structure's structure or mechanical, fire suppression, computer/IT, communications (including Wi-Fi and Bluetooth), electrical or plumbing systems (including restrooms and mechanical rooms) or other major systems of the Structure, (C) the Structure’s interior or exterior appearance (for example, if any proposed installation will be visible from inside the Structure or at or beyond the boundary of the Property), (D) the useful life of the Structure or any of its components, or (E) the use of the Property for public purposes. In addition, Landlord may withhold or condition its approval if Landlord determines that a proposed change (or as subsequently shown on later plans and specifications) will unduly affect or increase the cost of the maintenance, repair, insurance or operation of the Structure or Property; impair Landlord's, its' tenants or the public's quiet use or enjoyment of same; or if the change, work, plans or specifications do not comply with this Lease.

d) Before commencement of any work at or delivery of any materials to the Premises or Property to construct or install the Communication Facility (or if Landlord later consents to changes in the Communication Facility, then prior to implementing such changes), Tenant shall furnish to Landlord for its reasonable approval: names and addresses of all contractors and contacts; all necessary permits and licenses, and; certificates of insurance; all in such form and amount as may be reasonably satisfactory to Landlord. Tenant agrees to hold Landlord and its agents and employees forever harmless against all claims and liabilities of every kind, nature and description which may arise out of or in any way be connected with such work. Tenant shall pay the cost of all such work. Upon completion of such work, Tenant shall furnish Landlord with contractors’ affidavits and final waivers of lien covering all labor, services and materials expended.

e) All work for or by Tenant or Subtenants on the Property, including the Communication Facility, any changes to it, and construction related to the preceding shall: (i) be done in compliance with all Laws (as such term is defined in Section 24(d)) including County ordinances as from time to time in effect; (ii) be done in compliance with the requirements of applicable insurance companies; (iii) be done in a good and workmanlike manner and with the use of good grades of materials including fire protection and other grades required for new public buildings generally, and (if different or stricter) those applicable to the Structure in particular; (iv) not adversely affect the structural integrity or the mechanical, fire suppression, computer/IT, communications (including Wi-Fi and Bluetooth), electrical, plumbing or other major systems of the Structure or exceed applicable design load limits; and (v) not entail cutting or boring into any structural portion of the Structure. The preceding requirements may be waived only with Landlord’s prior written consent, which consent may be granted or withheld in its discretion.

f) The Communication Facility shall comply with radio frequency exposure limits as from time to time specified by Federal law. Prior to placing the Communication Facility into commercial operation, and at least once per year thereafter, Tenant shall have a qualified, independent radio engineer conduct tests to ascertain compliance with the preceding, in particular that persons inside the Structure or on the Land are not exposed to radio frequency emissions in excess of Federal limits. A copy of the test results shall be provided to both Parties. If such tests show noncompliance with applicable Federal radio frequency exposure limits, then Tenant shall have five (5) days to correct same, and failing same all communications equipment on the Premises shall immediately be shut down (except for work necessary to bring it into compliance) until subsequent tests again show compliance with such limits.

3. TERM.

a) The initial lease term is five (5) years ("**Initial Term**"), commencing on the Effective Date and terminating on the fifth (5th) annual anniversary of the date Tenant or Subtenants first start construction for Communications Facilities on the Property ("**Construction Start Date**"). Tenant shall notify Landlord, in writing, of the Construction Start Date within thirty (30) days of same by submitting (as set forth in Section 17) a notice substantially in the form attached as Exhibit I.

b) This Lease will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Lease at least sixty (60) days prior to the expiration of the existing Initial Term or then-existing Extension Term.

c) If Tenant remains in possession of all or any part of the Premises after (i) the expiration of the later of the Initial Term or any Extension Terms, or (ii) the termination of this Lease, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Lease, except that Tenant shall pay in advance, monthly Rent which shall be at a rate equal to the greater of (i) Two Thousand Dollars (\$2,000.00) a month, with the preceding dollar amount adjusted annually on each anniversary of the Effective Date for inflation (computed according to the Consumer Price Index for All Urban Consumers, All Items, All Areas, December 2005=100, with the Effective Date as the base point), or (ii) twice the dollar amount otherwise due under Section 4. Tenant is deemed to be in possession of the Premises under (i) and (ii) above until Section 13, Removal and Restoration, is complied with.

d) The Initial Term, any Extension Terms and the Holdover Term are collectively referred to as the Term (the "**Term**").

4. RENT. From and after the Construction Start Date Tenant shall pay Landlord Rent as follows:

a) "Rent" means an amount equal to seventy percent (70%) of Subleasing Revenue.

b) "Subleasing Revenue" means all sums received by Tenant (or its affiliates) from Subtenant(s) (or its affiliates) for or related to Subtenant(s) use of the Premises, whether pursuant to a lease, license, or other agreement, as modified, renewed, or assigned. Subleasing Revenue does not include any bona fide reimbursement from a Subtenant to Tenant of: (i) taxes directly attributable to that Subtenant's Communication Facility (or Subtenant's operations on the Premises) but paid by Tenant; (ii) construction costs of that Subtenant's Communication Facility on the Premises that were paid for by Tenant; or (iii) the cost of utility services used by that Subtenant but paid by Tenant.

- c) Rent shall be paid to Landlord monthly, within thirty (30) days from the start of each calendar month, for all Subleasing Revenue received during the prior calendar month. "Paid to Landlord" means received by Landlord.
- d) Rent payments shall be summarized by an annual statement provided to Landlord in December of each calendar year for the prior December 1 to November 30 fiscal year, in form and substance acceptable to Landlord, setting forth the accounting detail and computation of Rent, and certified, after diligent inquiry, by a duly informed and authorized representative of Tenant.
- e) Monthly Rent payments shall include adjustments to Rent paid for prior calendar months, but with each adjustment accompanied by a statement in form and substance acceptable to Landlord setting forth the reason for, accounting detail for and computation of such adjustment.
- f) Rent shall be paid to Landlord at such address, or by such electronic means, as it may from time to time specify.
- g) Any Rent not paid by the due date shall be assessed a 5% late fee and shall bear interest at 2% per month or (if less) at the highest rate then allowed by law.
- h) Tenant shall pay Rent monthly until Section 13 (Removal and Restoration) is fully complied with, by either Tenant or Landlord.
- i) All charges other than Rent payable by Tenant to Landlord under this Lease shall be billed by Landlord to Tenant and Paid to Landlord within forty-five (45) days of receipt by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord.
- j) If requested by Landlord, which may be a continuing request, each Subtenant shall provide Landlord with a statement in form and substance acceptable to Landlord setting forth all sums paid to Tenant (or its affiliates) by Subtenant(s) (or its affiliates) for or related to Subtenant(s) use of the Premises.
- k) Landlord may from time to time, but in no event more than once in any calendar year, audit Tenant and Subtenants to determine compliance with this Lease, including this Section 4. Tenant and Subtenants will cooperate with Landlord in any such audit, including providing books and records to Landlord, its auditors and accountants and such location in Cook County as they may specify.
- l) The provisions of this Section shall survive the termination or expiration of this Lease.

5. **APPROVALS.**

- a) Tenant shall obtain, at its sole expense, all "**Government Approvals**", by which is meant all certificates, permits, licenses, zoning and other approvals that are reasonably necessary for the Permitted Use of the Premises by Subtenants, and shall use diligent efforts to obtain such Government Approvals promptly, with the goal of the Construction Start Date for the initial Subtenant(s) being no later than twenty-four (24) months after the Effective Date.
- b) Landlord shall: (i) reasonably cooperate (at Tenant's expense) with Tenant in its efforts to obtain the Approvals, including all appeals. Landlord acknowledges that Subtenant(s)' ability to use the Premises may be contingent upon Tenant obtaining and maintaining the Government Approvals. Additionally, in those situations where a Government Approval may only be obtained in Landlord's name, Landlord grants to Tenant and its employees, representatives, agents, and consultants a limited power of

attorney to prepare, execute, submit, file and present on behalf of Landlord building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits.

c) Notwithstanding the preceding, as a body politic and corporate representing the public interest, the County reserves the right to object to or not support a Government Approval, such as an application therefore or relevant appeal.

d) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

e) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if a Subtenant's use of the Premises will be compatible with that Subtenant's engineering specifications, system, design, operations or Government Approvals but all of the preceding only on a non-destructive basis, and without disrupting Landlord's or its' tenants use or operation of the Property.

6. **TERMINATION.** This Lease may be terminated, without penalty or further liability, as follows:

a) by either Party on thirty (30) days prior written notice, if the other Party remains in default under Section 15 of this Lease after the applicable cure periods;

b) by Tenant upon written notice to Landlord, if Tenant despite making commercially reasonable efforts to do so, is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility; or if the cost of or delay in obtaining or retaining the same is commercially unreasonable;

c) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

d) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to twelve (12) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Lease by Tenant under any termination provision contained in any of the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 18 Condemnation, 19 Casualty or 24(s) Severability of this Lease.

e) by Landlord if no Rent is paid to Landlord for twelve (12) consecutive months.

f) by Landlord if twenty-five (25) months after the Effective Date it has not received a notice of the Construction Start Date.

7. **INSURANCE.**

a) Tenant shall carry and cause its contractors and Subtenant's contractors to carry the insurance as described in Exhibit G and this Section 7 during the Term hereof, with terms, coverages and companies reasonably satisfactory to Landlord. In the event of any conflict between Exhibit G and this Section 7 that provision which Landlord determines is in its best interest shall apply.

b) Tenant shall provide at the start of and during the period of any construction, builders all-risk insurance, or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Communication Facilities. Upon completion of the installation of the Communication Facilities, Tenant shall substitute for the insurance and floaters set forth in the preceding sentence, insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

c) Tenant shall be responsible for establishing and monitoring the insurance requirements of Subtenants to protect the County and the Public. Tenant shall provide evidence of subtenant's insurance coverage when requested by County. Tenant shall require that each and every one of Subtenant's contractors who perform work on the Property to carry, in full force and effect, workers' compensation, commercial general liability and automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of this Section 7 and Exhibit G.

d) The commercial general liability and automobile liability policies required under this Lease shall name Landlord and any related County entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, trustees, employees, agents, and building manager as additional insureds (herein referred to collectively as the "Additional Insureds") as set out in Exhibit G. Each policy which adds Additional Insureds hereunder, shall contain cross-liability wording, as follows:

"Except with respect to the limits of insurance, in the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder and any rights or duties specifically assigned in this insurance to the first named insured, this insurance applies:

- As if each named insured were the only named insured; and
- Separately to each insured against whom claim is made or suit is brought."

e) Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this Section shall be filed and maintained with Landlord annually during the Term of the Lease. Landlord may request in writing, and Tenant shall provide copies of the pertinent provisions of the actual insurance policies required in lieu of, or in addition to, certificates of insurance required. Tenant shall advise Landlord as soon as reasonably possible of any claim or litigation that may result in liability to Landlord or material reduction in available limits of coverage under the insurance policies described above. All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"The insurance policies required hereunder will contain an endorsement whereby the insurer agrees to provide at least thirty (30) days prior written notice to the Cook County Director of Real Estate of any cancellation except for non-payment of premium"

f) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first-party property insurance policies or by a self-insured program, for all perils typically insured thereunder. In the event of such insured loss, neither Party nor their insurance company shall have a subrogated claim against the other.

g) Tenant's policies shall be primary as to any claims it covers and Landlord's shall be excess. All policies (except Workers Compensation) shall include endorsements providing that the insurance coverage afforded thereunder shall be primary to any other insurance carried independently by Landlord

or an Additional Insured. Tenant's insurance policies shall not call into contribution any insurance then maintained by Landlord.

h) All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Illinois or (if allowed by the laws of the State of Illinois) surplus line carriers on the State of Illinois Insurance Commissioner's approved list of companies qualified to do business in the State of Illinois. Tenant and its Subtenants shall comply with all applicable laws and ordinances, all court orders and decrees and all requirements of other governmental authorities, and shall not make, directly or indirectly, any use of the Property which may be prohibited thereby, which may be dangerous to person or property, which may jeopardize any insurance coverage or which may increase the cost of insurance or require additional insurance coverage.

i) Once during each calendar year during the Term of this Lease, Landlord may review the insurance coverages to be carried by Tenant. If Landlord determines that higher limits of coverage are reasonably necessary to protect the interests of Landlord or the Additional Insureds, Tenant shall be so notified and Tenant shall obtain the additional limits of insurance, at its and their sole cost and expense.

8. INTERFERENCE.

a) During the Term Tenant and Subtenants will not interfere with Landlord's or Landlord's tenants use of the types of devices that are on the Property as of the Effective Date, including Wi-Fi and Bluetooth, and equivalent or replacement types of devices in the future, which use, create or are sensitive to radio frequency emissions ("RF emissions") or other portions of the electro-magnetic spectrum, or current and future devices used by the State of Illinois or its political subdivisions (including County) in the public interest, so long as such devices which create or transmit RF emissions are doing so in accordance with Federal law (such as pursuant to an FCC license, or utilizing frequencies specified by the FCC for unlicensed use).

b) Landlord will not knowingly grant, after the date of this Lease, a lease, license or any other right to any third party, if the exercise of such grant may adversely affect or interfere with the Communication Facility or the operations of Subtenants under this Lease. However, (i) the preceding sentence does not apply to Landlord's or Landlord's tenants use of the types of devices that are on the Property as of the Effective Date, including Wi-Fi and Bluetooth, and equivalent or replacement types of devices in the future, which use, create or transmit RF emissions, or current and future devices used for public safety by the State of Illinois or its political subdivisions (including the County) in the public interest, so long as such devices are doing so in accordance with Federal law (such as pursuant to an FCC license, or utilizing frequencies specified by the FCC for unlicensed use), and (ii) Landlord may prohibit, restrict or limit the use on the Property of devices which communicate with the Communication Facility, including prohibiting, restricting or limiting the use of cell phones.

c) If either Party believes there is radio frequency interference in violation of subsection (a) above or the first sentence of subsection (b) above, then either Party may have a qualified, independent third party conduct an RF Interference Study, comparable to Exhibit E, to determine whether there is such interference, its likely causes and potential remedies. The Parties will then work jointly to resolve and eliminate (at least to acceptable levels) the interference, preferably by shielding, relocating all or portions of communications facilities on the Structure or increasing the separation distance between various communications facilities. Public safety communications facilities shall not be curtailed or shut down.

d) Except in emergencies, Landlord will not, nor will Landlord permit its employees, agents or contractors to interfere with the Communication Facility or the operations of Subtenants under this Lease.

Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant.

e) Subject to Section 8(a) above, Tenant and Subtenants will not in any way interfere with, nor will their employees, agents or contractors in any way interfere with: the Structure; the use of the Structure by Landlord, its tenants, invitees, guests or the public; the operations of Landlord or its tenants, or the rights of Landlord under this Lease. Tenant will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Landlord.

f) For the purposes of this Lease, "interference" and "interfere" may include, but are not limited to, either any use on the Property that causes continued material electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility or any material electronic or physical obstruction from, or degradation due to, communications signals from or the operation of the Communication Facility.

g) Notwithstanding the foregoing, Tenant acknowledges that, from to time, in connection with Landlord's repairs, maintenance, removal, demolition, upgrades, work on or replacement of the roof or other portions of the Structure (or other significant work on the Structure or Property), Tenant's and Subtenants' access to the Premises may be limited or prevented, and the transmission of telecommunications signals to and/or from the Communication Facility may be impaired or cease (collectively "impairment"). Among other things, this may occur if Tenant must shut down or remove and replace some or all of the Communication Facility to allow the roof membrane to be periodically replaced or for persons to conduct work on the Structure, including doing so without exceeding Federal exposure limits for radio frequency emissions. Landlord shall provide at least 180 days' notice to Tenant of the preceding (except in the event of emergency), shall attempt to minimize such impairment, and where feasible shall allow Tenant to use other mutually agreeable portions of the Land for a cell tower on wheels (COW) during the time of such impairment.

h) Also notwithstanding the foregoing, if after the Effective Date Landlord desires to add to, redevelop, demolish, modify, remodel, or alter either the Structure or improvements on the Property (collectively, "Redevelopment"), and any such proposed Redevelopment necessitates, in Landlord's reasonable judgment, the relocation of the Premises to a new location elsewhere on the Property and/or material alterations to the Communications Facility (collectively "Relocation"), then Tenant shall relocate the Premises and/or alter the Communications Facility.

i) The new location or material alterations shall not unreasonably impair the communications services provided by Subtenants from the original Premises, but if there is such impairment, then Tenant may terminate this lease.

ii) Landlord will exercise its relocation rights by at least one hundred eighty days (180) written notice to Tenant,

iii) Tenant shall perform such Relocation, all activities associated therewith, and Tenant or its Subtenants shall pay all costs and expenses associated with or related to such Relocation (including, without limitation, costs associated with any required zoning approvals and other governmental approvals or costs for tests of the proposed new Premises),

iv) Tenant will be allowed to place a temporary cell tower on wheels (COW) on the Property while the Communications Facility is being relocated, and

v) The exhibits to this Lease shall be updated and replaced to reflect the preceding changes.

9. INDEMNIFICATION.

a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's or Subtenants' breach of any provision of this Lease, except to the extent proven to be attributable primarily to the grossly negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

b) Landlord: (i) shall promptly provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant, not to be unreasonably withheld, delayed or conditioned; and (iii) shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve Tenant of its indemnity obligation, except (1) to the extent Tenant can show it was prejudiced by the delay; and (2) Tenant shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. ESTOPPEL.

a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Lease and bind itself hereto through the person(s) set forth as signatory for the Party below.

b) Landlord represents and agrees that (i) as long as Tenant is not in default then subject to this Lease Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (ii) if the Property is encumbered or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use commercially reasonable efforts at Tenant's expense to provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

c) Tenant represents, warrants and agrees that: (i) Tenant and/or Subtenants will solely own and manage the Communication Facility; (ii) Subtenants will solely operate the Communication Facility, (iii) the Communication Facility is not and will not be encumbered by any liens, restrictions, mortgages, security interests, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Landlord's use and enjoyment of the Property; (iv) as long as Landlord is not in default then Landlord shall have actual, quiet and peaceful use, enjoyment and possession of the Property without hindrance or ejection by any persons lawfully claiming under Tenant; and (v) Tenant's execution and performance of this Lease will not violate any covenants or the provisions of any mortgage, lease or other agreement binding on Tenant.

d) Once per calendar year, within 15 business days after either Landlord's or Tenant's written request, the other Party shall execute and deliver to the requesting Party a statement (i) certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and attaching the modifications) and whether any options granted to Tenant pursuant to the provisions of this Lease have been exercised, (ii) certifying that there are no sums due from Tenant (or, if there are sums due, the amount(s) due), and (iii) stating whether or not, to the actual knowledge of the certifying Party, the other Party is in default in performance of any of its

obligations under this Lease, and whether the certifying Party is in default to the certifying Party's actual knowledge, and, if so, specifying each such default of which the certifying Party may have knowledge.

11. ENVIRONMENTAL.

a) Landlord and Tenant (for itself and for Subtenants) respectively agree that each (which for Tenant includes Subtenants) will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that Party's activity conducted in or on the Property.

b) Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of Landlord 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 ("**Landlord Claims**") to the extent arising from Tenant or Subtenants breach of the obligations or representations under Section 11(a). Tenant agrees to hold harmless and indemnify and defend Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Landlord Claims, arising from the release of any Hazardous Material on the Property if caused by Tenant or persons acting under Tenant, including Subtenants and its or their agents, licensees, or contractors.

c) As used herein, "**Hazardous Material**" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

d) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 shall survive the expiration or termination of this Lease.

12. ACCESS. Except as otherwise provided in this Lease and subject to applicable law, at no additional charge to Tenant except as set forth herein, Tenant, Subtenant and its and their employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week non-exclusive pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises (with such access for vehicular purposes being unless otherwise agreed by Landlord in writing on the vehicle easement as set forth on the Construction Drawings), for the installation,

maintenance and operation of the Communication Facility and any utilities serving the Premises (“Access”).

- a) Access by Tenant, Subtenants and its and their employees, agents, and subcontractors for all scheduled work shall only be between 8 AM and 5 PM on weekdays, excluding holidays when the general Cook County government offices are shut, with four (4) business days advance notice to Landlord.
- b) Only emergency work may be done by Tenant, Subtenant and its and their employees, agents, and subcontractors on days or at times other than those set forth in (a). Access for such emergency work shall only be with advance notice to Landlord at Landlord's 24-hour security or emergency number, with a Landlord representative accompanying Tenant (if Landlord so requires), and with Tenant promptly reimbursing Landlord for all costs incurred by Landlord in connection therewith, such as callout time or charges, the cost of a representative accompanying Tenant, overtime for employees and the like.
- c) Access shall be exercised in accordance with Landlord's security procedures as from time to time in effect (which may require at Tenant's expense pre-qualification of persons, badging, or accompanied-only access); shall be in compliance with all applicable laws; shall not materially interfere with Landlord's operations; and shall be exercised with reasonable care.
- d) Landlord agrees where set forth in its security procedures to provide to Tenant at Tenant's expense such codes, keys and other instruments reasonably necessary for such Access at no additional cost to Tenant. Landlord shall upon request execute a mutually agreeable letter advising appropriate entities of Tenant's right of Access to the Premises; and upon Tenant's request, Landlord shall execute additional letters during the Term.
- e) Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant could incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Lease.
- f) Tenant acknowledges that in the event it, its Subtenants or its or their employees, agents or subcontractors obtains Access to the Premises in violation of the preceding provisions that Landlord could incur significant damage and that such violation shall be a default under this Lease.

13. REMOVAL/RESTORATION.

- a) All portions of the Communication Facility brought onto the Property will be and remain Tenant's and/or Subtenant's personal property and, at Tenant's option, may be removed by Tenants or Subtenants at any time during the Term.
- b) Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises will become, or be considered as being affixed to or a part of, the Property, unless otherwise agreed in writing by the Parties.
- c) At any time following the Term or other termination or expiration of this Lease, at Landlord's option exercised by written notice to Tenant, Tenant at its expense must remove the entire Communication Facility.
- d) Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after Landlord's written notice to Tenant, shall at Landlord's option be deemed abandoned and owned by Landlord.

e) If Tenant elects to or is required to remove the Communication Facility, then Tenant shall remove the entire Communication Facility, Tenant shall repair any damage to the Property resulting from the installation, operation, repair or removal of the Communication Facility, and shall restore the affected portions of Property to its condition prior to installation of the Communication Facility. If Tenant fails to comply with the preceding sentence, then Landlord may do so at Tenant's expense.

14. MAINTENANCE/UTILITIES.

a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will use commercially reasonable efforts to maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, excluding any landscaping installed by Tenant as a condition of this Lease or any required permit.

b) Tenant and Subtenants shall obtain electricity, telecommunications service, natural gas service or any other utility service used or consumed by Tenant or Subtenants on the Premises directly from the appropriate utility or entity. Neither Tenant nor Subtenant shall obtain such services from or through Landlord, such as on a so-called "master meter/submeter" basis.

c) Tenant and Subtenants will be responsible for paying, and shall pay, on a monthly or quarterly basis all charges for electricity, telecommunications service, natural gas service or any other utility used or consumed by Tenant or Subtenants on the Premises directly to the appropriate utility or entity.

d) Landlord acknowledges that Subtenants provide communication service which requires electrical power to operate and has a goal of operating twenty-four (24) hours per day, seven (7) days per week. If there is an interruption in electric service for an extended period of time, and Tenant so requests, Landlord will use reasonable efforts to allow Tenant to bring in a temporary source of power for the duration of the interruption, which, if requested by Landlord, shall also provide power to emergency electric circuits for the Structure.

15. DEFAULT AND REMEDIES.

a) **Events of Default.** The occurrence of any one or more of the following matters constitutes a Default under this Lease:

i) Failure by Tenant to pay any Rent within ten (10) business days after written notice of failure to pay the same on the due date;

ii) Failure by Tenant to pay, within thirty (30) business days after notice of failure to pay on the due date from Landlord to Tenant, any other moneys required to be paid by Tenant under this Lease;

iii) Failure by Tenant to observe or perform any of the covenants with respect to assignment and subletting set forth in this Lease, if such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's claimed breach or default is such that it cannot reasonably be cured within such thirty (30) day period, an event of default shall not be deemed to have occurred hereunder so long as Tenant shall have begun its curative efforts within said thirty (30) day period and thereafter diligently and expeditiously prosecutes its efforts to cure to completion;

iv) Any misrepresentation made by Tenant or Subtenant(s), or the failure by Tenant or Subtenant(s) to comply with, or breach of, any of the warranties set forth in this Lease, if such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's or Subtenant(s) claimed breach or default is such that it cannot reasonably be cured within such thirty (30) day period (and misrepresentations which Landlord has already relied on to its material detriment are deemed not to be curable) an event of default shall not be deemed to have occurred hereunder so long as Tenant or Subtenant shall have begun its curative efforts within said thirty (30) day period and thereafter diligently and expeditiously prosecutes its efforts to cure to completion;

v) Failure by Tenant to cure, immediately after receipt of notice from Landlord, any hazardous condition which Tenant has created in violation of law or of this Lease; or, if such condition cannot be corrected immediately, if Tenant fails to immediately commence and diligently pursue efforts to cure, and to complete such cure as soon as possible;

vi) Failure by either Party to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure continues for thirty (30) days after written notice thereof from the non-defaulting Party to the other; provided, however, that if the nature of the defaulting Party's claimed breach or default is such that it cannot reasonably be cured within such thirty (30) day period, an event of default shall not be deemed to have occurred hereunder so long as the defaulting Party shall have begun its curative efforts within said thirty (30) day period and thereafter diligently and expeditiously prosecutes its efforts to cure to completion;

vii) The levy upon, under writ of execution or the attachment by legal process of, the leasehold interest of Tenant, or the filing or creation of a lien with respect to such leasehold interest, which lien shall not be released or discharged or bonded over within ten (10) days from the date of such filing;

viii) Tenant vacates or abandons the Premises or fails to take possession of the Premises when available for occupancy (the transfer of a substantial part of the operations, business and personnel of Tenant to some other location being deemed, without limiting the meaning of the term "vacates or abandons," to be a vacation or abandonment within the meaning of this subsection (viii)), whether or not Tenant thereafter continues to pay Rent due under this Lease;

ix) Tenant becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Tenant or for the major part of its property;

x) A trustee or receiver is appointed for Tenant or for the major part of its property and is not discharged within sixty (60) days after such appointment; or

xi) Any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other proceeding for relief under any bankruptcy law, or similar law for the relief of debtors, is instituted either:

1. by Tenant or
2. against Tenant, and

is allowed against it or is consented to by it or is not dismissed within sixty (60) days after such institution.

b) **Rights and Remedies of Landlord.** If a Tenant default occurs, Landlord shall, with process of law, have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it by law:

- i) Landlord may terminate this Lease by giving to Tenant notice of Landlord's election to do so, in which event the Term of this Lease shall end, and all right, title and interest of Tenant hereunder shall expire, on the date stated in such notice;
- ii) Landlord may terminate the right of Tenant to possession of the Premises without terminating this Lease by giving notice to Tenant that Tenant's right to possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the Premises or any part thereof shall cease on the date stated in such notice; and
- iii) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease.
- c) **Right to Re-Enter.** If Landlord exercises either of the remedies provided in Sections (a) or (b) above, Tenant shall surrender possession and vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may re-enter and take complete and peaceful possession of the Premises, with or without process of law, full and complete license to do so being hereby granted to Landlord, and Landlord may remove all occupants and property therefrom, using such force as may be necessary, without being deemed guilty in any manner of trespass, eviction or forcible entry and detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law, and/or at Landlord's option, may allow one or more Subtenants to continue operations pursuant to a lease or other agreement with Landlord.
- d) **Removal of Personal Property.** All property of Tenant removed from the Premises by Landlord pursuant to any provision of this Lease or applicable law may be handled, removed or stored by Landlord at the cost and expense of Tenant, and Landlord shall not be responsible in any event for the value, preservation or safekeeping thereof. Tenant shall pay Landlord for all reasonable expenses incurred by Landlord with respect to such removal and storage so long as the same shall be in Landlord's possession or under Landlord's control.
- e) **Attorneys' Fees.** Tenant shall pay all of Landlord's reasonable costs, charges and expenses, including court costs and reasonable attorneys' fees, incurred in enforcing Tenant's obligations under this Lease, incurred by Landlord in any action brought by Tenant in which Landlord is the prevailing party, or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.
- f) **Assumption or Rejection in Bankruptcy.** If Tenant is adjudged bankrupt, or a trustee in bankruptcy is appointed for Tenant, Landlord and Tenant, to the extent permitted by law, agree to request that the trustee in bankruptcy determine within sixty (60) days thereafter whether to assume or to reject this Lease.
- g) **Rights and Remedies of Tenant.** If a Landlord default occurs, Tenant shall, with process of law, have the right to enforce the provisions of this Lease and may enforce and protect the rights of Tenant hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy.

16. ASSIGNMENT/CONTROL.

a) Subject to subsections (b) through (e) below, Tenant shall have the right to assign this Lease, but only in its entirety and not in part. All assignees shall be creditworthy, shall be of good character, shall be qualified to perform the Lease and financially responsible, shall assume the Lease and shall be responsible for all claims and defaults related to this Lease or the Communication Facility whether arising prior to or after the assignment. No assignment will relieve Tenant of liability for (i) past claims or defaults related to this Lease or the Communication Facility, or (ii) all future performance, liabilities and obligations related to this Lease.

b) An assignment of this Lease to any person or entity other than an Affiliate (as defined below), shall require Landlord's prior written consent, not to be unreasonably withheld.

i) To support any such proposed assignment, Tenant shall provide Landlord with the performance and other qualifications (creditworthiness, character, financial) of the proposed new assignee and the proposed assignee's assumption of the Lease in compliance with this Section.

c) Tenant shall provide Landlord with reasonable prior notice of any assignment of this Lease to an Affiliate, including documentation showing compliance with this Section, including the assignee's assumption of the Lease in compliance with this Section.

d) Upon the completion of any assignment (whether or not to an Affiliate), Tenant shall provide Landlord with a written notice of the name and address of the assignee, including the appropriate contact person, and their phone number and email address.

e) "Affiliate" shall mean any corporation: (i) which then owns all or a majority of the stock of the original Tenant under this Lease, either directly, or indirectly through other wholly-owned or majority-owned (i.e. ownership of greater than 50% of voting stock) subsidiaries; (ii) whose stock is then wholly-owned or majority-owned (i.e. ownership of greater than 50% of voting stock) by an entity described in (i); or (iii) which results from a merger or consolidation with the original Tenant under this Lease where the net worth of the resulting corporation which is Tenant is not less than that of the Tenant prior to such merger or consolidation, but in the case of (i), (ii) or (iii) such corporation shall be an Affiliate only during the period of such ownership and control; provided further that, in the event of an assignment to an Affiliate, the Affiliate shall meet the same standards of creditworthiness, financial responsibility and other qualifications as Landlord is then reasonably willing to accept.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Parties as follows:

If to Tenant: Crown _____
c/o Crown Castle USA, Inc.
Attn: E. Blake Hawk, General Counsel
Legal Department
2000 Corporate Drive
Canonsburg, PA 15317-8564

If to Landlord: Office of the President
Cook County Board of Commissioners
118 N. Clark Street

Chicago, Illinois 60602
Attention: President

With a copy to: Cook County Real Estate Management Division
69 W. Washington Street, Suite 3000
Chicago, Illinois 60602
Attention: Director

Either Party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

In addition to the preceding, each Party shall provide the other with its 24-hour emergency contact number.

18. CONDEMNATION.

In the event Landlord receives notification of any condemnation proceedings affecting the Premises, Landlord will provide notice of the proceeding to Tenant within thirty (30) business days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination exercised in good faith, to render the Premises unsuitable for Tenant, this Lease will terminate as of the date the title vests in the condemning authority. The Parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will only include, where applicable, the value of its leasehold interest, the Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement by Landlord for any prepaid Rent on a prorata basis unless recovered by Tenant or otherwise compensated for same in the condemnation proceedings.

19. CASUALTY.

a) Landlord will use reasonable efforts to provide notice to Tenant of any casualty or other harm materially affecting the Premises within 72 hours of the casualty or other harm.

b) If any part of the Communication Facility or Property is damaged by casualty or other harm so extensively as to render the Premises permanently unsuitable for Tenant, as determined in good faith by either Landlord or Tenant (for example, repair or replacement is not commercially reasonable), then:

i) Either Party may terminate this Lease by providing written notice to the other Party, which termination will be effective as of the date of such casualty or other harm. Upon such termination:

(1) Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof from Tenant's insurance only and to be reimbursed by Landlord for any prepaid Rent on a prorata basis unless recovered by Tenant from insurance proceeds or otherwise, and

(2) Landlord will use reasonable efforts to permit Tenant to place a cell tower on wheels (COW) on the Property, but only until such time, not to exceed twenty-four (24) months, until Tenant is able to activate a replacement transmission facility at another location or at a mutually agreeable location elsewhere on the Property. Notwithstanding the termination of the Lease, any such temporary facilities on the Property will be governed by all of the terms and conditions of this Lease, including Rent, or

ii) Landlord will use reasonable efforts to permit Tenant to place a cell tower on wheels (COW) on the Property while Landlord is determining its permanent plans for rebuilding, use or other disposition the

Structure and Property (which may include not rebuilding the Structure and selling the Property for redevelopment or rebuilding) and

iii) Once Landlord decides on such permanent plans, it will provide for the Communications Facilities to be re-installed either on any replacement structure to be built on the property by Landlord or its successor-in-interest, or on a free-standing communications tower to be installed by Tenant on the Property. The decision between the two-preceding options shall be by mutual agreement of the Parties, and the exhibits to this Lease shall be updated to reflect such agreement.

c) If due to a casualty or other harm affecting the Structure, Property or Premises the Communication Facility is temporarily not operable (but this Lease is not terminated) and must be repaired or replaced, then Landlord will use reasonable efforts to permit Tenant to place a cell tower on wheels (COW) on the Property until the repairs or replacement are complete.

20. PERSONAL PROPERTY. The Communication Facility shall be deemed personal property for purposes of this Lease, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent. But any such removal shall be in compliance with all terms of this Lease, including but not limited to Section 13.

21. TAXES.

a) Tenant shall be responsible for any taxes and assessments (including but not limited to leasehold taxes) attributable to or levied upon Tenant's leasehold improvements on the Property or interest in the Premises, or any increase in taxes or assessments on the Property or Premises attributable to Tenant's leasehold improvements, if and as set forth in this Section 21.

b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Property or interest in the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than ninety (90) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord may be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant, but only if and to the extent Tenant proves that the delay prejudiced it. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on or attributable to Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, upon request provide Tenant with written notice including evidence that Landlord has paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

c) For any tax amount for which Tenant is responsible under this Lease, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and, pay same under protest, or take such other steps as Tenant may deem appropriate, but may not defer payment of such obligations, and shall not allow a tax lien or any similar lien to be placed on the Property, Premises or Communication Facility. Landlord shall cooperate at Tenant's expense with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the

assessment pending conclusion of the contest, unless required by applicable law or to prevent a tax lien or any similar lien to be placed on the Property, Premises or Communication Facility.

22. Sale of Property.

a) The Property is public property, and Landlord is not prohibited from the sale, lease, other alienation, encumbrance or use of any of the Property except as provided below.

b) If Landlord, at any time during the Term of this Lease, decides to sell or otherwise transfer all or any part of the Property, then Landlord shall promptly notify Tenant in writing and such sale or transfer shall be subject to this Lease and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, promptly following such transfer, Landlord or its successor shall send the documents listed below to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease.

- i. New deed to Property
- ii. New IRS Form W-9 or equivalent
- iv. New payment direction
- v. Contact information for new Landlord including phone number(s)

23. [INTENTIONALLY OMITTED].

24. MISCELLANEOUS.

a) **Amendment/Waiver.** This Lease cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both Parties. The failure by a Party to enforce any provision of this Lease or to require performance by the other Party will not be construed to be a waiver, or in any way affect the right of either Party to enforce such provision thereafter.

b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Lease, the Parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit F**. Either Party may record this Memorandum or Short Form Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Lease, either Party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Upon the termination of this Lease by any means or for any reason, Tenant shall promptly deliver to Landlord in recordable form a notice of termination of lease which Landlord in its absolute discretion may record. Tenant hereby grants to Landlord an irrevocable power of attorney, coupled with an interest to execute on behalf of Tenant and to file of public record a termination or cancellation of Memorandum of Short Form Lease upon termination of this Lease.

c) **Limitation on Liability.** Tenant (for itself and all Subtenants) and Landlord each waives any claims that each may have against the other with respect to indirect, consequential, incidental or special damages, however caused, based on any theory of liability.

d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations applicable to Tenant's use of the Communication Facility on the Property, including those of County from time to time in effect ("**Laws**"). For the purpose of clarification, Tenant and

Landlord agree that §6409 of the Middle Class Tax Relief and Job Creation Act of 2012 does not negate Tenant's and Subtenant(s) requirement to obtain and comply with building permits, construction permits and other building code related approvals. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property. Tenant and Subtenants shall notify Landlord within 72 hours of receiving written notice that the Communication Facility or its operation on the Premises has violated Laws.

e) Cooperation with Inspector General. In accordance with the Office of the Independent Inspector General Ordinance (Cook County Code, Article II, Division 5, Section 2-281 *et seq.*), Tenant acknowledges and agrees for itself and for Subtenants that it and they shall cooperate with the Office of the Independent Inspector General in the conduct of investigations undertaken pursuant to said Ordinance and shall abide by all of the applicable provisions of the Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

f) Cook County Human Rights Ordinance. No person who is a party to a contract with the Landlord shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of facilities, services or programs. By execution of this Lease, Tenant certifies its compliance with these policies and its agreement to abide by such policies as a part of its contractual obligations.

g) Public Works General Conditions, Inspection. Tenant shall comply with Landlord's Public Works General Conditions as from time to time in effect, a current copy of which is attached as Exhibit H to this Lease. If there is any conflict between the terms and conditions of this Lease and the terms and conditions found in Exhibit H, this Lease shall control. Landlord reserves the right to inspect the final installation and modifications thereto and shall make a duly authorized representative available for the final site acceptance walk to provide feedback related to construction standards approved at the pre-construction site visit.

h) Entire Lease. This Lease and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Lease. Except as otherwise stated in this Lease, each Party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Lease and the transactions it contemplates.

i) Governing Law and Venue. Tenant irrevocably agrees for itself and for Subtenant(s) that, subject to the Landlord's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Lease, or arising from any dispute or controversy arising in connection with or related to the Lease, shall be litigated only in the courts having situs within the City of Chicago, the County of Cook, the State of Illinois, and Tenant for itself and for Subtenant(s) consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State. Tenant for itself and for Subtenant(s) waives any right it or they may have to transfer or change the venue of any litigation brought against it by the Landlord in accordance with these provisions. This Lease shall be governed by the laws of the State of Illinois, without regard to its conflicts of law provisions, and is subject to the police power of the State of Illinois and its political subdivisions, including the County.

j) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) if any provision of this Lease is held invalid, illegal or unenforceable, the remaining provisions of this Lease shall remain in full force if the overall purpose of the Lease is not rendered impossible and the original purpose, intent or consideration is not materially impaired; (iv)

exhibits and recitals are an integral part of this Lease and are incorporated by reference into this Lease for all purposes; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Lease, the ambiguity shall not be resolved on the basis of who drafted the Lease; and (viii) the singular use of words includes the plural where appropriate.

k) Survival. Any provisions of this Lease relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Lease that by their express terms, sense or context are intended to survive the termination or expiration of this Lease shall so survive.

l) W-9. As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

m) Execution/No Option. The submission of this Lease to any Party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. Execution of this Lease shall be effected by execution of the Economic Disclosure Statement and Execution Document attached hereto and made a part hereof. This Lease may be executed in two (2) or more counterparts, all of which shall be considered one and the same Lease and shall become effective when one or more counterparts have been signed by each of the Parties. All Parties need not sign the same counterpart.

n) Information. Each Party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

o) Bankruptcy. Tenant (for itself and for Subtenants) and Landlord hereby expressly agree and acknowledge that in the event that during the Term of this Lease Tenant or a Subtenant shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (the "Code"), this Lease is and shall be treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

p) Assignees. All Subtenants, assignees, lessees and licensees of Tenant, and any other person claiming by, under or through this Lease is, without more, subject to its terms.

q) Warranties Disclaimed. LANDLORD DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED AS TO THE PREMISES AND/OR PROPERTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS LEASE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TENANTS AND SUBTENANTS ACCEPT THE PREMISES AND PROPERTY "AS IS."

r) Force Majeure. If a Party is delayed or hindered in, or prevented from the performance required under this Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay and the period for the performance of any such act is extended for the period of such delay.

s) **Severability.** If any provision of this Lease is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Lease, as circumstances require, and this Lease shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be.

t) **Public Document.** Tenant, for itself and its Subtenants, acknowledges and agrees that this Lease and documents related thereto are available to the public, as from time to time provided by applicable law.

u) **Authorized Signers.** The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

v) **Bind and Benefit.** The terms and conditions contained in this Lease will run with the Property and bind and inure to the benefit of the Parties, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed pursuant to the applicable Cook County signing procedures, effective as of the Effective Date.

**[LEASE TO BE SIGNED PURSUANT TO
COOK COUNTY ECONOMIC DISCLOSURE STATEMENT
AND REAL ESTATE DOCUMENT (REAL ESTATE) INDEX]**

EXHIBIT A -- THE LAND

[insert legal description of land]

EXHIBIT B -- CONSTRUCTION DRAWINGS

(Construction Drawings from ____ engineering firm,
Project No ____, Revision __, dated _____,
consisting of ____ pages, and,
signed and sealed by an Illinois professional engineer on _____)

EXHIBIT C -- PHOTO SIMULATIONS

(Photo simulations consisting of ___ pages depicting what the Structure will look like before and after installation of the Communication Facility)

EXHIBIT D -- STRUCTURAL ANALYSIS

(Structural analysis from _____ engineering firm,
Project No ____, Revision __, dated _____,
consisting of __ pages, and
signed and sealed by an Illinois professional engineer on _____)

EXHIBIT E -- RF INTERFERENCE STUDY

(Radio frequency interference/intermodulation study
from _____ engineering firm,
Project No ____, Revision __, dated _____,
consisting of __ pages, and
signed and sealed by a qualified radio frequency professional engineer on _____)

EXHIBIT F - - MEMORANDUM OF LEASE

[set forth on following pages]

EXHIBIT G -- COOK COUNTY INSURANCE REQUIREMENTS

1. Waiver of Subrogation Endorsements

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

2. Insurance Requirements of the Tenant

Prior to the effective date of this Lease, the Tenant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the Term of this Lease the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Tenant's responsibility for payment of damages resulting from its operations under this Lease.

Tenant shall require all Contractors and Subtenant's Contractors to provide the insurance required in this Lease, or Tenant may provide the coverages.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements. Notwithstanding this right, any modification, deletion or alteration shall be reasonable in nature and be comparable to other agreements of this nature in the contiguous geographic area.

3. Coverages

(a) Workers Compensation Insurance

Workers Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction. The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
 - \$1,000,000 each Accident
 - \$1,000,000 each Employee
 - \$1,000,000 Policy Limit for Disease

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability Policy.

- (2) Broad form all states coverage

(b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage with defense outside the limits. The Commercial General Liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The General Liability policy shall include the following coverages:

- (1) All premises and operations

- (2) Explosion, collapse and underground damage
- (3) Contractual Liability
- (4) Property Damage Liability
- (5) Products and Completed Operations coverage (for the same or greater limits, for a minimum of 2 years following project completion)

(c) **Commercial Automobile Liability Insurance**

When any motor vehicles are used in connection with the services to be performed, Tenant shall secure Commercial Automobile Liability Insurance to cover all owned, leased, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall not be less than the following:

- (a) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence

(d) **Umbrella/Excess Liability**

Coverage is excess of general liability, automobile liability, employers liability, in the amount of at least \$10,000,000 per occurrence with defense outside the limit. Tenant's Contractors and Subtenant's Contractors shall carry \$5,000,000 follow form excess insurance coverage.

(e) **Builders' Risk Insurance/Installation Floater Insurance**

Tenant shall be required to provide Builder's Risk Insurance on an all risk form, including flood and earthquake, for 100% of the completed value of the Tenant's Work. Such policy shall include as named insured parties the County and all Subcontractors, as their interests may appear. Tenant or Tenant's Contractor shall be responsible for payment of the deductible in the event of covered loss.

(f) **Tenant's Property Insurance**

Upon completion of the installation of the Communication Facilities, Tenant is required to maintain property insurance against damage or destruction to the Tenant's Improvements and Tenant's personal property in the amount of 100% of the replacement cost.

(g) **Applicability to Tenant's Contractors and Subcontractors**

Tenant shall require Tenant's Contractor and Subtenant's Contractors to obtain and provide evidence of the insurance policies described above prior to the commencement of any Work or presence on the site of the Tenant's Contractor or Subtenant's Contractors. Any "hold harmless" and "indemnity" clause must benefit and not be detrimental in any way to Cook County, the building manager, and others required by Cook County.

(h) **Tools and Equipment**

Cook County will not be responsible for any loss or damage to equipment, tools or materials owned or in control of Tenant's Contractors or Subcontractors.

4. Conditions Apply to All Coverage

- (a) Any deductibles or self-insured retentions must be declared to and approved by the Cook County Risk Management Department before they are implemented. Tenant is responsible for any deductible or self-insured retention.
- (b) Any changes to the coverages required under this Lease and Exhibit G must be authorized in advance by the Cook County Risk Management Department.

5. Additional Requirements

(a) Additional Insured

Cook County, its officials, employees and agents shall be listed as additional insureds under the Commercial General Liability and Commercial Automobile Liability. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above. The Commercial General Liability insurance shall be on a primary and non-contributory basis and shall not be excess to any insurance or self-insurance programs maintained by the County. The Commercial General Liability policy shall include ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalents.

(b) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) Insurance Notices

All policies of insurance required under terms of this Lease shall be endorsed to provide that the insurance company shall notify the Director of Real Estate at least **30** days prior to the effective date of any cancellation, except for non-payment of premium of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event, shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Tenants, Subtenants or Contractor's obligations to obtain insurance pursuant to these insurance requirements.

EXHIBIT H - - PUBLIC WORKS GENERAL CONDITIONS

[attach same]

EXHIBIT I - - NOTICE OF START OF CONSTRUCTION

[Tenant Letterhead]

[Date]

[Cook County addressees
in Section 17 of Lease]

PLEASE TAKE NOTICE that on _____ ("Construction Start Date") construction started pursuant to the lease ("Lease") dated ____ for the property commonly known as _____.

Pursuant to the Sections 3 and 4 of the Lease, (a) the Initial Term of the Lease will expire on the fifth annual anniversary of the Construction Start Date, and (b) the obligation to pay rent commenced on the Construction Start Date.

Please retain this notice in the permanent records of the County.

Very truly yours,

[authorized representative of Tenant]

EXHIBIT 4

GROUND LEASE

THIS GROUND LEASE ("**Lease**"), effective as of _____, 2014 (the "**Effective Date**"), is entered into by the County of Cook, a body politic and corporate of the State of Illinois having a mailing address of _____ ("**Landlord**" or "**the County**") and Crown _____, a Delaware limited liability company, qualified to do business in Illinois as _____ and having a mailing address of _____ ("**Tenant**"). Landlord and Tenant may be individually referred to as a "**Party**" and collectively as "**the Parties**".

RECITALS

WHEREAS, Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit A** (the "**Property**") located at _____ [street address] _____, in the City/Village of _____, State of Illinois, and

WHEREAS, Tenant desires to lease the portion of the Property described on **Exhibit J** (the "**Premises**" as such term is defined below), build a communications tower or similar structure thereon, and then sublease the tower and Premises to its Subtenants in connection with their federally licensed communications business, and

WHEREAS, Landlord acting in its proprietary capacity is willing to grant the right for such use of the Premises, on the terms set forth herein, and such terms are acceptable to Tenant, and

WHEREAS, The use by Landlord of the Property for public purposes is primary, and Tenant's and its Subtenant's use is secondary, such that among other things, Landlord must approve construction plans and changes related to Tenant's and Subtenant's use, and

WHEREAS, In terms of the person(s) authorized to act or sign documents related to this Lease on behalf of Landlord, the term "Landlord" shall mean the Real Estate Director for Cook County, or such other person from time-to-time designated by the Cook County President, except where such actions require the approval of the Cook County Board of Commissioners, and

WHEREAS, This Lease sets forth the terms for Tenant's and Subtenant's use of the Premises.

NOW, THEREFORE, in consideration of the several promises and covenants set forth below, the Parties agree as follows:

1. LEASE OF PREMISES.

a) Landlord hereby leases to Tenant a portion of the Property, as is specifically set forth in detail on the construction drawings attached as **Exhibit B ("Construction Drawings")** and on the photographic simulations attached as **Exhibit C ("Photo Simulations")** that are annexed hereto and made a part hereof, consisting of:

i) _____ square feet on the Property, as set forth on the Construction Drawings (the "**Equipment Space**"), for Tenant's and Subtenants' **Communications Facility** (defined in Section 2 below). If an electric generator is shown on the Construction Drawings, unless otherwise agreed in writing by

Landlord, it shall be fueled by natural gas and all periodic testing of such generator (such as a weekly "duty cycle" test) shall not occur between 8 AM and 6 PM, Monday through Friday, and

ii) Landlord agrees that Tenant shall have an easement as specifically depicted on the Construction Drawings (the "**Connection Space**") to install conduits, wires, cables, cable trays and other necessary connections between Tenant's Communications Facility (defined in Section 2 below) and the electric power, natural gas and telecommunications sources in the public rights of way near the Property.

(A) Tenant shall provide Landlord with "as-built" drawings and such other information as Landlord may require to provide Landlord with the exact location of such lines, and to aid utility line locates, shall include a conductive wire with all non-conductive lines, such as fiber optic lines.

(B) To the extent possible or required, Tenant shall participate in applicable utility line locate programs, such as those under the Illinois Underground Utility Facilities Damage Prevention Act (220 ILCS 50/1 et seq); "DIGGER" (the Chicago Utility Alert Network); and "JULIE" (the Joint Utility Locating Information for Excavators).

(iii) The Equipment Space, Connection Space and vehicular access easement set forth on the Construction Drawings (and referred to in Section 12) are hereinafter collectively referred to as the "**Premises.**"

b) Exhibit B contains engineering drawings signed and sealed by a State of Illinois licensed professional engineer setting forth a site plan and elevation drawings depicting all improvements to be placed on the Property including: tower, structural steel or other improvements (if any) to support the Communication Facility; antennas, ice bridge, equipment cabinets, utility boxes, wires, cable trays, cables, conduits, fences, walls, any backup battery cabinets; fence and wall detail; specifications for all exterior colors, paint, other finishes and landscaping; signage; and any vehicular easement from an open and improved public road to the Premises,

c) Exhibit C is a before and after photo simulation with photographs of what the Property looks like now from ground level and close up, and photo simulations of the same pictures showing what the Property will look like upon completion of construction of the Communication Facility.

d) **Exhibit D ("Structural Analysis")** is a structural analysis, whose substance and conclusions are acceptable to Landlord, signed and sealed by a State of Illinois licensed professional engineer, analyzing the loads and stresses to be placed on any tower or similar structure after construction or (if applicable) modification of the Communications Facility and determining whether or not with such loads and stresses the tower or similar structure complies with applicable codes (latest version), laws and sound engineering practice. Where there are variables, such as those in ANSI/TIA 222-G on the Class of Structure, which depend on the usage or classification of a tower or items on it, Landlord shall specify the value of the variable in question to be used in the structural analysis.

e) **Exhibit E ("RF Interference Study")** is a radio frequency interference (aka intermodulation) study, whose substance and conclusions are acceptable to Landlord, performed by a qualified radio frequency engineer, which analyzes the existing communications facilities on the Property, those set forth on Exhibit B and any planned changes in communications facilities of which Landlord has advised Tenant in writing, to determine whether there will be any radio frequency interference between the preceding communications facilities, and if so, what may be done to eliminate or resolve such interference prior to placing the Communications Facility into operation.

f) **Exhibit F ("Memorandum of Lease")** is a Memorandum of Lease.

g) **Exhibit G ("Cook County Insurance Requirements")** contains the specific insurance coverage required by Landlord, in addition to the provisions of Section 7.

h) Condition precedents to this Lease becoming effective are:

i) Landlord notifying Tenant in writing that Landlord has received notice that the Lease has been approved by its bond counsel. Such notification may be provided concurrent with or after the execution by both Parties of this Lease, and

ii) Tenant acquiring and providing Landlord with a survey done by an Illinois registered land surveyor reasonably satisfactory to Landlord and completing any other work needed to provide (1) the current legal description of the Property set forth on Exhibit A, and for providing (2) the tax identification numbers for the Property and (if different) for the Premises.

i) Tenant acknowledges that it has conducted all due diligence (such as for Government Approvals, title, Property condition, etc.) as to the suitability of the Premises and Property for the Permitted Use and that it accepts and, except as set forth herein is leasing the Premises in an 'as is, where is' condition.

2. **PERMITTED USE OF THE PREMISES.**

a) Tenant shall be permitted to and shall use commercially reasonable efforts to sublease the Premises to third parties ("**Subtenants**") whom it grants the right to occupy and use the Premises for a Permitted Use, subject to the terms and conditions contained herein and annually upon request by Landlord shall report on such efforts.

i) Upon entering into a sublease (by whatever name entitled) with a Subtenant, (i) Tenant shall both provide each Subtenant with a copy of this Lease confirm to Landlord in writing that it has done so, and (ii) Prior to any Subtenant having Access (as defined in Section 12) to the Premises, Tenant shall provide Landlord with the name, address, other contact information and emergency contact information for each Subtenant.

ii) Subtenants shall at all times: (A) be bound by the terms and conditions of this Lease; (B) be communications services providers; (C) be directly liable to Landlord for their violations of the Lease; (D) have the financial, legal and technical qualifications necessary to comply with this Lease and applicable law, including all licenses from the Federal Communications Commission or successor agency needed for the operation of telecommunications equipment on the Premises in full compliance with applicable law. Upon request, Tenant shall provide Landlord with documentation evidencing the preceding.

iii) Tenant is responsible and jointly and severally liable to Landlord (along with applicable Subtenants') for Subtenants' violations of this Lease, including under Section 9 Indemnification.

b) Tenant or its Subtenant shall install, construct, maintain, repair and replace on the Premises those towers, foundations for towers, guy wires, ice bridges, tower lighting, antennas, communications fixtures and related equipment, cables and accessories (collectively, the "**Communication Facility**") as are set forth on or referenced in the Construction Drawings, Photo Simulations, Structural Analysis and RF Interference Study. Tenant is solely responsible for managing the installation, construction, maintenance, repair and replacement of the Communication Facility. Subtenant shall then operate and use the Communication Facility and Premises for the transmission and reception of its communications signals pursuant to its Federal license for same (collectively, the "**Permitted Use**").

i) For a period of ninety (90) days (or such lesser time as the Parties may agree to in writing) following the start of construction of the initial installation of the Communication Facility and for the installation of each Subtenant's equipment, Landlord grants Tenant, its Subtenants, licensees and contractors, the right to use mutually agreeable portions of the Property (outside the Premises) as may reasonably be required during construction and installation of the Communication Facility.

c) Any material changes in the Communication Facility from that set forth on or referenced in the Construction Drawings, Photo Simulations and Structural Analysis shall require Landlord's prior written consent, which will not unreasonably be withheld, conditioned or delayed. Any request to Landlord for such changes shall be in writing and shall be accompanied by new Construction Drawings, Photo Simulations, Structural Analyses and RF Interference Studies comparable in form, substance and detail to those attached as Exhibits B, C, D and E, with the new Construction Drawings and Structural Analyses signed and sealed by a State of Illinois licensed professional engineer. It shall not be unreasonable for Landlord to withhold or condition its consent, among other things, if Landlord determines that changes do not comply with Laws (as such term is defined in Section 24(d)) or would materially and adversely affect (A) safety or security, or (B) the use of the Property for public purposes. In addition, Landlord may withhold or condition its approval if Landlord determines that a proposed change (or as subsequently shown on later plans and specifications) will unduly affect or increase the cost of the maintenance, repair, insurance or operation of the Property; impair Landlord's, its' tenants or the public's quiet use or enjoyment of same; or if the change, work, plans or specifications do not comply with this Lease.

d) Before commencement of any work at or delivery of any materials to the Premises or Property to construct or install the Communication Facility (or if Landlord later consents to changes in the Communication Facility, then prior to implementing such changes), Tenant shall furnish to Landlord for its reasonable approval: names and addresses of all contractors and contacts; all necessary permits and licenses, and; certificates of insurance; all in such form and amount as may be reasonably satisfactory to Landlord. Tenant agrees to hold Landlord and its agents and employees forever harmless against all claims and liabilities of every kind, nature and description which may arise out of or in any way be connected with such work. Tenant shall pay the cost of all such work. Upon completion of such work, Tenant shall furnish Landlord with contractors' affidavits and final waivers of lien covering all labor, services and materials expended.

e) All work for or by Tenant or Subtenants on the Property, including the Communication Facility, any changes to it, and construction related to the preceding shall: (i) be done in compliance with all Laws (as such term is defined in Section 24(d)) including County ordinances as from time to time in effect; (ii) be done in compliance with the requirements of applicable insurance companies; (iii) be done in a good and workmanlike manner and with the use of good grades of materials including fire protection and other grades required for new public buildings generally, and (if different or stricter) those applicable to the Communications Facility in particular. The preceding requirements may be waived only with Landlord's prior written consent, which consent may be granted or withheld in its discretion.

f) The Communication Facility shall comply with radio frequency exposure limits as from time to time specified by Federal law. Prior to placing the Communication Facility into commercial operation, and at least once per year thereafter, Tenant shall have a qualified, independent radio engineer conduct tests to ascertain compliance with the preceding, in particular that persons outside the Premises are not exposed to radio frequency emissions in excess of Federal limits. A copy of the test results shall be provided to both Parties. If such tests show noncompliance with applicable Federal radio frequency exposure limits, then Tenant shall have five (5) days to correct same, and failing same all communications equipment on the Premises shall immediately be shut down (except for work necessary to bring it into compliance) until subsequent tests again show compliance with such limits.

3. **TERM.**

a) The initial lease term is five (5) years ("**Initial Term**"), commencing on the Effective Date and terminating on the fifth (5th) annual anniversary of the date Tenant or Subtenants first start construction for Communications Facilities on the Property ("**Construction Start Date**"). Tenant shall notify Landlord, in writing, of the Construction Start Date within thirty (30) days of same by submitting (as set forth in Section 17) a notice substantially in the form attached as Exhibit I.

b) This Lease will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Lease at least sixty (60) days prior to the expiration of the existing Initial Term or then-existing Extension Term.

c) If Tenant remains in possession of all or any part of the Premises after (i) the expiration of the later of the Initial Term or any Extension Terms, or (ii) the termination of this Lease, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Lease, except that Tenant shall pay in advance, monthly Rent which shall be at a rate equal to the greater of (i) Two Thousand Dollars (\$2,000.00) a month, with the preceding dollar amount adjusted annually on each anniversary of the Effective Date for inflation (computed according to the Consumer Price Index for All Urban Consumers, All Items, All Areas, December 2005=100, with the Effective Date as the base point), or (ii) twice the dollar amount otherwise due under Section 4. Tenant is deemed to be in possession of the Premises under (i) and (ii) above until Section 13, Removal and Restoration, is complied with.

d) The Initial Term, any Extension Terms and the Holdover Term are collectively referred to as the Term (the "**Term**").

4. **RENT.** From and after the Construction Start Date Tenant shall pay Landlord Rent as follows:

a) "Rent" means an amount equal to forty percent (40%) of Subleasing Revenue.

b) "Subleasing Revenue" means all sums received by Tenant (or its affiliates) from Subtenant(s) (or its affiliates) for or related to Subtenant(s) use of the Premises, whether pursuant to a lease, license, or other agreement, as modified, renewed, or assigned. Subleasing Revenue does not include any bona fide reimbursement from a Subtenant to Tenant of: (i) taxes directly attributable to that Subtenant's Communication Facility (or Subtenant's operations on the Premises) but paid by Tenant; (ii) construction costs of that Subtenant's Communication Facility on the Premises that were paid for by Tenant; (iii) Tenant's cost of constructing the Communications Facility to the extent such costs exceed Two Hundred Fifty Thousand Dollars (\$250,000) with the preceding dollar amount adjusted annually on each anniversary of the Effective Date for inflation (computed according to the Consumer Price Index for All Urban Consumers, All Items, All Areas, December 2005=100, with the Effective Date as the base point), or (iv) the cost of utility services used by that Subtenant but paid by Tenant.

c) Rent shall be paid to Landlord monthly, within thirty (30) days from the start of each calendar month, for all Subleasing Revenue received during the prior calendar month. "Paid to Landlord" means received by Landlord.

d) Rent payments shall be summarized by an annual statement provided to Landlord in December of each calendar year for the prior December 1 to November 30 fiscal year, in form and substance acceptable to Landlord, setting forth the accounting detail and computation of Rent, and certified, after diligent inquiry, by a duly informed and authorized representative of Tenant.

- e) Monthly Rent payments shall include adjustments to Rent paid for prior calendar months, but with each adjustment accompanied by a statement in form and substance acceptable to Landlord setting forth the reason for, accounting detail for and computation of such adjustment.
- f) Rent shall be paid to Landlord at such address, or by such electronic means, as it may from time to time specify.
- g) Any Rent not paid by the due date shall be assessed a 5% late fee and shall bear interest at 2% per month or (if less) at the highest rate then allowed by law.
- h) Tenant shall pay Rent monthly until Section 13 (Removal and Restoration) is fully complied with, by either Tenant or Landlord.
- i) All charges other than Rent payable by Tenant to Landlord under this Lease shall be billed by Landlord to Tenant and Paid to Landlord within forty-five (45) days of receipt by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord.
- j) If requested by Landlord, which may be a continuing request, each Subtenant shall provide Landlord with a statement in form and substance acceptable to Landlord setting forth all sums paid to Tenant (or its affiliates) by Subtenant(s) (or its affiliates) for or related to Subtenant(s) use of the Premises.
- k) Landlord may from time to time, but in no event more than once in any calendar year, audit Tenant and Subtenants to determine compliance with this Lease, including this Section 4. Tenant and Subtenants will cooperate with Landlord in any such audit, including providing books and records to Landlord, its auditors and accountants and such location in Cook County as they may specify.
- l) The provisions of this Section shall survive the termination or expiration of this Lease.

5. APPROVALS.

- a) Tenant shall obtain, at its sole expense, all "**Government Approvals**", by which is meant all certificates, permits, licenses, zoning and other approvals that are reasonably necessary for the Permitted Use of the Premises by Subtenants, and shall use diligent efforts to obtain such Government Approvals promptly, with the goal of the Construction Start Date for the initial Subtenant(s) being no later than twenty-four (24) months after the Effective Date.
- b) Landlord shall: (i) reasonably cooperate (at Tenant's expense) with Tenant in its efforts to obtain the Approvals, including all appeals. Landlord acknowledges that Subtenant(s)' ability to use the Premises may be contingent upon Tenant obtaining and maintaining the Government Approvals. Additionally, in those situations where a Government Approval may only be obtained in Landlord's name, Landlord grants to Tenant and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Landlord building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits.
- c) Notwithstanding the preceding, as a body politic and corporate representing the public interest, the County reserves the right to object to or not support a Government Approval, such as an application therefore or relevant appeal.
- d) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title

insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

e) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if a Subtenant's use of the Premises will be compatible with that Subtenant's engineering specifications, system, design, operations or Government Approvals but all of the preceding only on a non-destructive basis, and without disrupting Landlord's or its' tenants use or operation of the Property.

6. **TERMINATION.** This Lease may be terminated, without penalty or further liability, as follows:

a) by either Party on thirty (30) days prior written notice, if the other Party remains in default under Section 15 of this Lease after the applicable cure periods;

b) by Tenant upon written notice to Landlord, if Tenant despite making commercially reasonable efforts to do so, is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility; or if the cost of or delay in obtaining or retaining the same is commercially unreasonable;

c) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

d) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to twelve (12) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Lease by Tenant under any termination provision contained in any of the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 18 Condemnation, 19 Casualty or 24(s) Severability of this Lease.

e) by Landlord if no Rent is paid to Landlord for twelve (12) consecutive months.

f) by Landlord if twenty-five (25) months after the Effective Date it has not received a notice of the Construction Start Date.

7. **INSURANCE.**

a) Tenant shall carry and cause its contractors and Subtenant's contractors to carry the insurance as described in Exhibit G and this Section 7 during the Term hereof, with terms, coverages and companies reasonably satisfactory to Landlord. In the event of any conflict between Exhibit G and this Section 7 that provision which Landlord determines is in its best interest shall apply.

b) Tenant shall provide at the start of and during the period of any construction, builders all-risk insurance, or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Communication Facilities. Upon completion of the installation of the Communication Facilities, Tenant shall substitute for the insurance and floaters set forth in the preceding sentence, insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

c) Tenant shall be responsible for establishing and monitoring the insurance requirements of Subtenants to protect the County and the public. Tenant shall provide evidence of subtenant's insurance

coverage when requested by County. Tenant shall require that each and every one of Subtenant's contractors who perform work on the Property to carry, in full force and effect, workers' compensation, commercial general liability and automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of this Section 7 and Exhibit G.

d) The commercial general liability and automobile liability policies required under this Lease shall name Landlord and any related County entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, trustees, employees, agents, and building manager as additional insureds (herein referred to collectively as the "Additional Insureds") as set out in Exhibit G. Each policy which adds Additional Insureds hereunder, shall contain cross-liability wording, as follows:

"Except with respect to the limits of insurance, in the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder and any rights or duties specifically assigned in this insurance to the first named insured, this insurance applies:

- As if each named insured were the only named insured; and
- Separately to each insured against whom claim is made or suit is brought."

e) Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this Section shall be filed and maintained with Landlord annually during the Term of the Lease. Landlord may request in writing, and Tenant shall provide copies of the pertinent provisions of the actual insurance policies required in lieu of, or in addition to, certificates of insurance required. Tenant shall advise Landlord as soon as reasonably possible of any claim or litigation that may result in liability to Landlord or material reduction in available limits of coverage under the insurance policies described above. All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"The insurance policies required hereunder will contain an endorsement whereby the insurer agrees to provide at least thirty (30) days prior written notice to the Cook County Director of Real Estate of any cancellation except for non-payment of premium"

f) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first-party property insurance policies or by a self-insured program, for all perils typically insured thereunder. In the event of such insured loss, neither Party nor their insurance company shall have a subrogated claim against the other.

g) Tenant's policies shall be primary as to any claims it covers and Landlord's shall be excess. All policies (except Workers Compensation) shall include endorsements providing that the insurance coverage afforded thereunder shall be primary to any other insurance carried independently by Landlord or an Additional Insured. Tenant's insurance policies shall not call into contribution any insurance then maintained by Landlord.

h) All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Illinois or (if allowed by the laws of the State of Illinois) surplus line carriers on the State of Illinois Insurance Commissioner's approved list of companies qualified to do business in the State of Illinois. Tenant and its Subtenants shall comply with all applicable laws and ordinances, all court orders and decrees and all requirements of other governmental authorities, and shall not make, directly or indirectly, any use of the Property which may be prohibited thereby, which may be

dangerous to person or property, which may jeopardize any insurance coverage or which may increase the cost of insurance or require additional insurance coverage.

i) Once during each calendar year during the Term of this Lease, Landlord may review the insurance coverages to be carried by Tenant. If Landlord determines that higher limits of coverage are reasonably necessary to protect the interests of Landlord or the Additional Insureds, Tenant shall be so notified and Tenant shall obtain the additional limits of insurance, at its and their sole cost and expense.

8. INTERFERENCE.

a) During the Term Tenant and Subtenants will not interfere with Landlord's or Landlord's tenants use of the types of devices that are on the Property as of the Effective Date, including Wi-Fi and Bluetooth, and equivalent or replacement types of devices in the future, which use, create or are sensitive to radio frequency emissions ("RF emissions") or other portions of the electro-magnetic spectrum, or current and future devices used by the State of Illinois or its political subdivisions (including County) in the public interest, so long as such devices which create or transmit RF emissions are doing so in accordance with Federal law (such as pursuant to an FCC license, or utilizing frequencies specified by the FCC for unlicensed use).

b) Landlord will not knowingly grant, after the date of this Lease, a lease, license or any other right to any third party, if the exercise of such grant may adversely affect or interfere with the Communication Facility or the operations of Subtenants under this Lease. However, (i) the preceding sentence does not apply to Landlord's or Landlord's tenants use of the types of devices that are on the Property as of the Effective Date, including Wi-Fi and Bluetooth, and equivalent or replacement types of devices in the future, which use, create or transmit RF emissions, or current and future devices used for public safety by the State of Illinois or its political subdivisions (including the County) in the public interest, so long as such devices are doing so in accordance with Federal law (such as pursuant to an FCC license, or utilizing frequencies specified by the FCC for unlicensed use), and (ii) Landlord may prohibit, restrict or limit the use on the Property of devices which communicate with the Communication Facility, including prohibiting, restricting or limiting the use of cell phones.

c) If either Party believes there is radio frequency interference in violation of subsection (a) above or the first sentence of subsection (b) above, then either Party may have a qualified, independent third party conduct an RF Interference Study, comparable to Exhibit E, to determine whether there is such interference, its likely causes and potential remedies. The Parties will then work jointly to resolve and eliminate (at least to acceptable levels) the interference, preferably by shielding, relocating all or portions of communications facilities on the Property or increasing the separation distance between various communications facilities. Public safety communications facilities shall not be curtailed or shut down.

d) Except in emergencies, Landlord will not, nor will Landlord permit its employees, agents or contractors to interfere with the Communication Facility or the operations of Subtenants under this Lease. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant.

e) Subject to Section 8(a) above, Tenant and Subtenants will not in any way interfere with, nor will their employees, agents or contractors in any way interfere with: the Property; the use of the Property by Landlord, its tenants, invitees, guests or the public; the operations of Landlord or its tenants, or the rights of Landlord under this Lease. Tenant will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Landlord.

f) For the purposes of this Lease, "interference" and "interfere" may include, but are not limited to, either any use on the Property that causes continued material electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility or any material electronic or physical obstruction from, or degradation due to, communications signals from the operation of the Communication Facility.

g) Notwithstanding the foregoing, Tenant acknowledges that, from to time, in connection with Landlord's repairs, maintenance, removal, demolition, upgrades or other work on the Property, Tenant's and Subtenants' access to the Premises may be limited or prevented, and the transmission of telecommunications signals to and/or from the Communication Facility may be impaired or cease (collectively "impairment"). Landlord shall provide at least 180 days' notice to Tenant of the preceding (except in the event of emergency), shall attempt to minimize such impairment, and where feasible shall allow Tenant to use other mutually agreeable portions of the Property for a cell tower on wheels (COW) during the time of such impairment.

h) Also notwithstanding the foregoing, if after the Effective Date Landlord desires to add to, redevelop, demolish, modify, remodel, or alter improvements on the Property or the Property itself (collectively, "Redevelopment"), and any such proposed Redevelopment necessitates, in Landlord's reasonable judgment, the relocation of the Premises to a new location elsewhere on the Property and/or material alterations to the Communications Facility (collectively "Relocation"), then Tenant may, in its sole discretion, either relocate the Premises, alter the Communications Facility or terminate this Lease.

i) The new location or material alterations shall not unreasonably impair the communications services provided by Subtenants from the original Premises, but if there is such impairment, then Tenant may terminate this lease.

ii) Landlord will exercise its relocation rights by at least one hundred eighty days (180) written notice to Tenant,

iii) If Tenant elects to relocate the Premises or alter the Communications Facility, then Tenant shall perform such Relocation, all activities associated therewith, and Tenant or its Subtenants shall pay all costs and expenses associated with or related to such Relocation (including, without limitation, costs associated with any required zoning approvals and other governmental approvals or costs for tests of the proposed new Premises),

iv) Tenant will be allowed to place a temporary cell tower on wheels (COW) on the Property while the Communications Facility is being relocated, and

v) The exhibits to this Lease shall be updated and replaced to reflect the preceding changes.

9. INDEMNIFICATION.

a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's or Subtenants' breach of any provision of this Lease, except to the extent proven to be attributable primarily to the grossly negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

b) Landlord: (i) shall promptly provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide Tenant with copies of any

demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant, not to be unreasonably withheld, delayed or conditioned; and (iii) shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve Tenant of its indemnity obligation, except (1) to the extent Tenant can show it was prejudiced by the delay; and (2) Tenant shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. ESTOPPEL

a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Lease and bind itself hereto through the person(s) set forth as signatory for the Party below.

b) Landlord represents and agrees that (i) as long as Tenant is not in default then subject to this Lease Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (ii) if the Property is encumbered or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use commercially reasonable efforts at Tenant's expense to provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

c) Tenant represents, warrants and agrees that: (i) Tenant and/or Subtenants will solely own and manage the Communication Facility; (ii) Subtenants will solely operate the Communication Facility, (iii) the Communication Facility is not and will not be encumbered by any liens, restrictions, mortgages, security interests, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Landlord's use and enjoyment of the Property; (iv) as long as Landlord is not in default then Landlord shall have actual, quiet and peaceful use, enjoyment and possession of the Property without hindrance or ejection by any persons lawfully claiming under Tenant; and (v) Tenant's execution and performance of this Lease will not violate any covenants or the provisions of any mortgage, lease or other agreement binding on Tenant.

d) Once per calendar year, within 15 business days after either Landlord's or Tenant's written request, the other Party shall execute and deliver to the requesting Party a statement (i) certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and attaching the modifications) and whether any options granted to Tenant pursuant to the provisions of this Lease have been exercised, (ii) certifying that there are no sums due from Tenant (or, if there are sums due, the amount(s) due), and (iii) stating whether or not, to the actual knowledge of the certifying Party, the other Party is in default in performance of any of its obligations under this Lease, and whether the certifying Party is in default to the certifying Party's actual knowledge, and, if so, specifying each such default of which the certifying Party may have knowledge.

11. ENVIRONMENTAL

a) Landlord and Tenant (for itself and for Subtenants) respectively agree that each (which for Tenant includes Subtenants) will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that Party's activity conducted in or on the Property.

b) Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of Landlord 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 ("**Landlord Claims**") to the extent arising from Tenant or Subtenants breach of the obligations or representations under Section 11(a). Tenant agrees to hold harmless and indemnify and defend Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Landlord Claims, arising from the release of any Hazardous Material on the Property if caused by Tenant or persons acting under Tenant, including Subtenants and its or their agents, licensees, or contractors.

c) As used herein, "**Hazardous Material**" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

d) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 shall survive the expiration or termination of this Lease.

12. **ACCESS.** Except as otherwise provided in this Lease and subject to applicable law, at no additional charge to Tenant except as set forth herein, Tenant, Subtenant and its and their employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week non-exclusive pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises (with such access for vehicular purposes being unless otherwise agreed by Landlord in writing on the vehicle easement as set forth on the Construction Drawings), for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises ("**Access**").

a) Access by Tenant, Subtenants and its and their employees, agents, and subcontractors for all scheduled work shall only be between 8 AM and 5 PM on weekdays, excluding holidays when the general Cook County government offices are shut, with four (4) business days advance notice to Landlord.

b) Only emergency work may be done by Tenant, Subtenant and its and their employees, agents, and subcontractors on days or at times other than those set forth in (a). Access for such emergency work shall only be with advance notice to Landlord at Landlord's 24-hour security or emergency number, with a Landlord representative accompanying Tenant (if Landlord so requires), and with Tenant promptly

reimbursing Landlord for all costs incurred by Landlord in connection therewith, such as callout time or charges, the cost of a representative accompanying Tenant, overtime for employees and the like.

c) Access shall be exercised in accordance with Landlord's security procedures as from time to time in effect (which may require at Tenant's expense pre-qualification of persons, badging, or accompanied-only access); shall be in compliance with all applicable laws; shall not materially interfere with Landlord's operations; and shall be exercised with reasonable care.

d) Landlord agrees where set forth in its security procedures to provide to Tenant at Tenant's expense such codes, keys and other instruments reasonably necessary for such Access at no additional cost to Tenant. Landlord shall upon request execute a mutually agreeable letter advising appropriate entities of Tenant's right of Access to the Premises; and upon Tenant's request, Landlord shall execute additional letters during the Term.

e) Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant could incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Lease.

f) Tenant acknowledges that in the event it, its Subtenants or its or their employees, agents or subcontractors obtains Access to the Premises in violation of the preceding provisions that Landlord could incur significant damage and that such violation shall be a default under this Lease.

13. REMOVAL/RESTORATION.

a) All portions of the Communication Facility brought onto the Property will be and remain Tenant's and/or Subtenant's personal property and, at Tenant's option, may be removed by Tenants or Subtenants at any time during the Term.

b) Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises will become, or be considered as being affixed to or a part of, the Property, unless otherwise agreed in writing by the Parties.

c) At any time following the Term or other termination or expiration of this Lease, at Landlord's option exercised by written notice to Tenant, Tenant at its expense must remove the entire Communication Facility.

d) Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after Landlord's written notice to Tenant, shall at Landlord's option be deemed abandoned and owned by Landlord.

e) If Tenant elects to or is required to remove the Communication Facility, then Tenant shall remove the entire Communication Facility, Tenant shall repair any damage to the Property resulting from the installation, operation, repair or removal of the Communication Facility, and shall restore the affected portions of Property to its condition prior to installation of the Communication Facility. If Tenant fails to comply with the preceding sentence, then Landlord may do so at Tenant's expense.

14. MAINTENANCE/UTILITIES.

a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will use commercially reasonable efforts to maintain and

repair the Property and access thereto, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, excluding any landscaping installed by Tenant as a condition of this Lease or any required permit.

b) Tenant and Subtenants shall obtain electricity, telecommunications service, natural gas service or any other utility service used or consumed by Tenant or Subtenants on the Premises directly from the appropriate utility or entity via lines located in the Connection Space easement described in Section 1, above. As set forth in Section 1, Tenant shall provide Landlord with "as-built" drawings or other information on the exact location of such lines. Tenant shall not. Neither Tenant nor Subtenant shall obtain such services from or through Landlord, such as on a so-called "master meter/submeter" basis.

c) Tenant and Subtenants will be responsible for paying, and shall pay, on a monthly or quarterly basis all charges for electricity, telecommunications service, natural gas service or any other utility used or consumed by Tenant or Subtenants on the Premises directly to the appropriate utility or entity.

d) Landlord acknowledges that Subtenants provide communication service which requires electrical power to operate and has a goal of operating twenty-four (24) hours per day, seven (7) days per week. If there is an interruption in electric service for an extended period of time, and Tenant so requests, Landlord will use reasonable efforts to allow Tenant to bring in a temporary source of power for the duration of the interruption, which, if requested by Landlord, shall also provide power to emergency electric circuits for other portions of the Property.

15. DEFAULT AND REMEDIES.

a) **Events of Default.** The occurrence of any one or more of the following matters constitutes a Default under this Lease:

i) Failure by Tenant to pay any Rent within ten (10) business days after written notice of failure to pay the same on the due date;

ii) Failure by Tenant to pay, within thirty (30) business days after notice of failure to pay on the due date from Landlord to Tenant, any other moneys required to be paid by Tenant under this Lease;

iii) Failure by Tenant to observe or perform any of the covenants with respect to assignment and subletting set forth in this Lease, if such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's claimed breach or default is such that it cannot reasonably be cured within such thirty (30) day period, an event of default shall not be deemed to have occurred hereunder so long as Tenant shall have begun its curative efforts within said thirty (30) day period and thereafter diligently and expeditiously prosecutes its efforts to cure to completion;

iv) Any misrepresentation made by Tenant or Subtenant(s), or the failure by Tenant or Subtenant(s) to comply with, or breach of, any of the warranties set forth in this Lease, if such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's or Subtenant(s) claimed breach or default is such that it cannot reasonably be cured within such thirty (30) day period (and misrepresentations which Landlord has already relied on to its material detriment are deemed not to be curable) an event of default shall not be deemed to have occurred hereunder so long as Tenant or Subtenant shall have begun its curative efforts within said thirty (30) day period and thereafter diligently and expeditiously prosecutes its efforts to cure to completion;

v) Failure by Tenant to cure, immediately after receipt of notice from Landlord, any hazardous condition which Tenant has created in violation of law or of this Lease; or, if such condition cannot be

corrected immediately, if Tenant fails to immediately commence and diligently pursue efforts to cure, and to complete such cure as soon as possible;

vi) Failure by either Party to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure continues for thirty (30) days after written notice thereof from the non-defaulting Party to the other; provided, however, that if the nature of the defaulting Party's claimed breach or default is such that it cannot reasonably be cured within such thirty (30) day period, an event of default shall not be deemed to have occurred hereunder so long as the defaulting Party shall have begun its curative efforts within said thirty (30) day period and thereafter diligently and expeditiously prosecutes its efforts to cure to completion;

vii) The levy upon, under writ of execution or the attachment by legal process of, the leasehold interest of Tenant, or the filing or creation of a lien with respect to such leasehold interest, which lien shall not be released or discharged or bonded over within ten (10) days from the date of such filing;

viii) Tenant vacates or abandons the Premises or fails to take possession of the Premises when available for occupancy (the transfer of a substantial part of the operations, business and personnel of Tenant to some other location being deemed, without limiting the meaning of the term "vacates or abandons," to be a vacation or abandonment within the meaning of this subsection (viii)), whether or not Tenant thereafter continues to pay Rent due under this Lease;

ix) Tenant becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Tenant or for the major part of its property;

x) A trustee or receiver is appointed for Tenant or for the major part of its property and is not discharged within sixty (60) days after such appointment; or

xi) Any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other proceeding for relief under any bankruptcy law, or similar law for the relief of debtors, is instituted either:

1. by Tenant or
2. against Tenant, and

is allowed against it or is consented to by it or is not dismissed within sixty (60) days after such institution.

b) Rights and Remedies of Landlord. If a Tenant default occurs, Landlord shall, with process of law, have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it by law:

i) Landlord may terminate this Lease by giving to Tenant notice of Landlord's election to do so, in which event the Term of this Lease shall end, and all right, title and interest of Tenant hereunder shall expire, on the date stated in such notice;

ii) Landlord may terminate the right of Tenant to possession of the Premises without terminating this Lease by giving notice to Tenant that Tenant's right to possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the Premises or any part thereof shall cease on the date stated in such notice; and

iii) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease.

c) **Right to Re-Enter.** If Landlord exercises either of the remedies provided in Sections (a) or (b) above, Tenant shall surrender possession and vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may re-enter and take complete and peaceful possession of the Premises, with or without process of law, full and complete license to do so being hereby granted to Landlord, and Landlord may remove all occupants and property therefrom, using such force as may be necessary, without being deemed guilty in any manner of trespass, eviction or forcible entry and detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law, and/or at Landlord's option, may allow one or more Subtenants to continue operations pursuant to a lease or other agreement with Landlord.

d) **Removal of Personal Property.** All property of Tenant removed from the Premises by Landlord pursuant to any provision of this Lease or applicable law may be handled, removed or stored by Landlord at the cost and expense of Tenant, and Landlord shall not be responsible in any event for the value, preservation or safekeeping thereof. Tenant shall pay Landlord for all reasonable expenses incurred by Landlord with respect to such removal and storage so long as the same shall be in Landlord's possession or under Landlord's control.

e) **Attorneys' Fees.** Tenant shall pay all of Landlord's reasonable costs, charges and expenses, including court costs and reasonable attorneys' fees, incurred in enforcing Tenant's obligations under this Lease, incurred by Landlord in any action brought by Tenant in which Landlord is the prevailing party, or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

f) **Assumption or Rejection in Bankruptcy.** If Tenant is adjudged bankrupt, or a trustee in bankruptcy is appointed for Tenant, Landlord and Tenant, to the extent permitted by law, agree to request that the trustee in bankruptcy determine within sixty (60) days thereafter whether to assume or to reject this Lease.

g) **Rights and Remedies of Tenant.** If a Landlord default occurs, Tenant shall, with process of law, have the right to enforce the provisions of this Lease and may enforce and protect the rights of Tenant hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy.

16. ASSIGNMENT/CONTROL.

a) Subject to subsections (b) through (e) below, Tenant shall have the right to assign this Lease, but only in its entirety and not in part. All assignees shall be creditworthy, shall be of good character, shall be qualified to perform the Lease and financially responsible, shall assume the Lease and shall be responsible for all claims and defaults related to this Lease or the Communication Facility whether arising prior to or after the assignment. No assignment will relieve Tenant of liability for (i) past claims or defaults related to this Lease or the Communication Facility, or (ii) all future performance, liabilities and obligations related to this Lease.

b) An assignment of this Lease to any person or entity other than an Affiliate (as defined below), shall require Landlord's prior written consent, not to be unreasonably withheld.

i) To support any such proposed assignment, Tenant shall provide Landlord with the performance and other qualifications (creditworthiness, character, financial) of the proposed new assignee and the proposed assignee's assumption of the Lease in compliance with this Section.

c) Tenant shall provide Landlord with reasonable prior notice of any assignment of this Lease to an Affiliate, including documentation showing compliance with this Section, including the assignee's assumption of the Lease in compliance with this Section.

d) Upon the completion of any assignment (whether or not to an Affiliate), Tenant shall provide Landlord with a written notice of the name and address of the assignee, including the appropriate contact person, and their phone number and email address.

e) "Affiliate" shall mean any corporation: (i) which then owns all or a majority of the stock of the original Tenant under this Lease, either directly, or indirectly through other wholly-owned or majority-owned (i.e. ownership of greater than 50% of voting stock) subsidiaries; (ii) whose stock is then wholly-owned or majority-owned (i.e. ownership of greater than 50% of voting stock) by an entity described in (i); or (iii) which results from a merger or consolidation with the original Tenant under this Lease where the net worth of the resulting corporation which is Tenant is not less than that of the Tenant prior to such merger or consolidation, but in the case of (i), (ii) or (iii) such corporation shall be an Affiliate only during the period of such ownership and control; provided further that, in the event of an assignment to an Affiliate, the Affiliate shall meet the same standards of creditworthiness, financial responsibility and other qualifications as Landlord is then reasonably willing to accept.

17. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Parties as follows:

If to Tenant: Crown _____
c/o Crown Castle USA, Inc.
Attn: E. Blake Hawk, General Counsel
Legal Department
2000 Corporate Drive
Canonsburg, PA 15317-8564

If to Landlord: Office of the President
Cook County Board of Commissioners
118 N. Clark Street
Chicago, Illinois 60602
Attention: President

With a copy to: Cook County Real Estate Management Division
69 W. Washington Street, Suite 3000
Chicago, Illinois 60602
Attention: Director

Either Party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

In addition to the preceding, each Party shall provide the other with its 24-hour emergency contact number.

18. **CONDEMNATION.**

In the event Landlord receives notification of any condemnation proceedings affecting the Premises, Landlord will provide notice of the proceeding to Tenant within thirty (30) business days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination

exercised in good faith, to render the Premises unsuitable for Tenant, this Lease will terminate as of the date the title vests in the condemning authority. The Parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will only include, where applicable, the value of its leasehold interest, the Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement by Landlord for any prepaid Rent on a prorata basis unless recovered by Tenant or otherwise compensated for same in the condemnation proceedings.

19. CASUALTY.

a) Landlord will use reasonable efforts to provide notice to Tenant of any casualty or other harm materially affecting the Premises within 72 hours of the casualty or other harm.

b) If any part of the Communication Facility or Property is damaged by casualty or other harm so extensively as to render the Premises permanently unsuitable for Tenant, as determined in good faith by either Landlord or Tenant (for example, repair or replacement is not commercially reasonable), then:

i) Either Party may terminate this Lease by providing written notice to the other Party, which termination will be effective as of the date of such casualty or other harm. Upon such termination:

1) Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof from Tenant's insurance only and to be reimbursed by Landlord for any prepaid Rent on a prorata basis unless recovered by Tenant from insurance proceeds or otherwise, and

2) Landlord will use reasonable efforts to permit Tenant to place a cell tower on wheels (COW) on the Property, but only until such time, not to exceed twenty-four (24) months, until Tenant is able to activate a replacement transmission facility at another location or at a mutually agreeable location elsewhere on the Property. Notwithstanding the termination of the Lease, any such temporary facilities on the Property will be governed by all of the terms and conditions of this Lease, including Rent, or

ii) Landlord will use reasonable efforts to permit Tenant to place a cell tower on wheels (COW) on the Property while Landlord is determining its permanent plans for use or other disposition the Structure and Property (which may include selling the Property for redevelopment or rebuilding) and

iii) Once Landlord decides on such permanent plans, it will provide for the Communications Facilities to be re-installed either on any structure to be built on the property by Landlord or its successor-in-interest, or on a free-standing communications tower to be installed by Tenant on the Property. The decision between the two-preceding options shall be by mutual agreement of the Parties, and the exhibits to this Lease shall be updated to reflect such agreement.

c) If due to a casualty or other harm affecting the Property or Premises the Communication Facility is temporarily not operable (but this Lease is not terminated) and must be repaired or replaced, then Landlord will use reasonable efforts to permit Tenant to place a cell tower on wheels (COW) on the Property until the repairs or replacement are complete.

20. PERSONAL PROPERTY. The Communication Facility shall be deemed personal property for purposes of this Lease, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication

Facility from time to time in Tenant's sole discretion and without Landlord's consent. But any such removal shall be in compliance with all terms of this Lease, including but not limited to Section 13.

21. TAXES.

a) Tenant shall be responsible for any taxes and assessments (including but not limited to leasehold taxes) attributable to or levied upon Tenant's leasehold improvements on the Property or interest in the Premises, or any increase in taxes or assessments on the Property or Premises attributable to Tenant's leasehold improvements, if and as set forth in this Section 21.

b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Property or interest in the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than ninety (90) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord may be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant, but only if and to the extent Tenant proves that the delay prejudiced it. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on or attributable to Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, upon request provide Tenant with written notice including evidence that Landlord has paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

c) For any tax amount for which Tenant is responsible under this Lease, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and, pay same under protest, or take such other steps as Tenant may deem appropriate, but may not defer payment of such obligations, and shall not allow a tax lien or any similar lien to be placed on the Property, Premises or Communication Facility. Landlord shall cooperate at Tenant's expense with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law or to prevent a tax lien or any similar lien to be placed on the Property, Premises or Communication Facility.

22. SALE OF PROPERTY.

a) The Property is public property, and Landlord is not prohibited from the sale, lease, other alienation, encumbrance or use of any of the Property except as provided below.

b) If Landlord, at any time during the Term of this Lease, decides to sell or otherwise transfer all or any part of the Property, then Landlord shall promptly notify Tenant in writing and such sale or transfer shall be subject to this Lease and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, promptly following such transfer, Landlord or its successor shall send the documents listed below to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease.

- i. New deed to Property
- ii. New IRS Form W-9 or equivalent
- iv. New payment direction
- v. Contact information for new Landlord including phone number(s)

23. **[INTENTIONALLY OMITTED].**

24. **MISCELLANEOUS.**

a) **Amendment/Waiver.** This Lease cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both Parties. The failure by a Party to enforce any provision of this Lease or to require performance by the other Party will not be construed to be a waiver, or in any way affect the right of either Party to enforce such provision thereafter.

b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Lease, the Parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit F**. Either Party may record this Memorandum or Short Form Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Lease, either Party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Upon the termination of this Lease by any means or for any reason, Tenant shall promptly deliver to Landlord in recordable form a notice of termination of lease which Landlord in its absolute discretion may record. Tenant hereby grants to Landlord an irrevocable power of attorney, coupled with an interest to execute on behalf of Tenant and to file of public record a termination or cancellation of Memorandum of Short Form Lease upon termination of this Lease.

c) **Limitation on Liability.** Tenant (for itself and all Subtenants) and Landlord each waives any claims that each may have against the other with respect to indirect, consequential, incidental or special damages, however caused, based on any theory of liability.

d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations applicable to Tenant's use of the Communication Facility on the Property, including those of County from time to time in effect ("**Laws**"). For the purpose of clarification, Tenant and Landlord agree that §6409 of the Middle Class Tax Relief and Job Creation Act of 2012 does not negate Tenant's and Subtenant(s) requirement to obtain and comply with building permits, construction permits and other building code related approvals. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property. Tenant and Subtenants shall notify Landlord within 72 hours of receiving written notice that the Communication Facility or its operation on the Premises has violated Laws.

e) **Cooperation with Inspector General.** In accordance with the Office of the Independent Inspector General Ordinance (Cook County Code, Article II, Division 5, Section 2-281 *et seq.*), Tenant acknowledges and agrees for itself and for Subtenants that it and they shall cooperate with the Office of the Independent Inspector General in the conduct of investigations undertaken pursuant to said Ordinance and shall abide by all of the applicable provisions of the Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

f) Cook County Human Rights Ordinance. No person who is a party to a contract with the Landlord shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of facilities, services or programs. By execution of this Lease, Tenant certifies its compliance with these policies and its agreement to abide by such policies as a part of its contractual obligations.

g) Public Works General Conditions, Inspection. Tenant shall comply with Landlord's Public Works General Conditions as from time to time in effect, a current copy of which is attached as Exhibit H to this Lease. If there is any conflict between the terms and conditions of this Lease and the terms and conditions found in Exhibit H, this Lease shall control. Landlord reserves the right to inspect the final installation and modifications thereto and shall make a duly authorized representative available for the final site acceptance walk to provide feedback related to construction standards approved at the pre-construction site visit.

h) Entire Lease. This Lease and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Lease. Except as otherwise stated in this Lease, each Party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Lease and the transactions it contemplates.

i) Governing Law and Venue. Tenant irrevocably agrees for itself and for Subtenant(s) that, subject to the Landlord's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Lease, or arising from any dispute or controversy arising in connection with or related to the Lease, shall be litigated only in the courts having situs within the City of Chicago, the County of Cook, the State of Illinois, and Tenant for itself and for Subtenant(s) consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State. Tenant for itself and for Subtenant(s) waives any right it or they may have to transfer or change the venue of any litigation brought against it by the Landlord in accordance with these provisions. This Lease shall be governed by the laws of the State of Illinois, without regard to its conflicts of law provisions, and is subject to the police power of the State of Illinois and its political subdivisions, including the County.

j) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) if any provision of this Lease is held invalid, illegal or unenforceable, the remaining provisions of this Lease shall remain in full force if the overall purpose of the Lease is not rendered impossible and the original purpose, intent or consideration is not materially impaired; (iv) exhibits and recitals are an integral part of this Lease and are incorporated by reference into this Lease for all purposes; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Lease, the ambiguity shall not be resolved on the basis of who drafted the Lease; and (viii) the singular use of words includes the plural where appropriate.

k) Survival. Any provisions of this Lease relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Lease that by their express terms, sense or context are intended to survive the termination or expiration of this Lease shall so survive.

l) W-9. As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

m) Execution/No Option. The submission of this Lease to any Party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. Execution of this Lease shall be effected by execution of the Economic Disclosure Statement and Execution Document attached hereto and made a part hereof. This Lease may be executed in two (2) or more counterparts, all of which shall be considered one and the same Lease and shall become effective when one or more counterparts have been signed by each of the Parties. All Parties need not sign the same counterpart.

n) Information. Each Party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

o) Bankruptcy. Tenant (for itself and for Subtenants) and Landlord hereby expressly agree and acknowledge that in the event that during the Term of this Lease Tenant or a Subtenant shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (the "Code"), this Lease is and shall be treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

p) Assignees. All Subtenants, assignees, lessees and licensees of Tenant, and any other person claiming by, under or through this Lease is, without more, subject to its terms.

q) Warranties Disclaimed. LANDLORD DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED AS TO THE PREMISES AND/OR PROPERTY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS LEASE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TENANTS AND SUBTENANTS ACCEPT THE PREMISES AND PROPERTY "AS IS."

r) Force Majeure. If a Party is delayed or hindered in, or prevented from the performance required under this Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay and the period for the performance of any such act is extended for the period of such delay.

s) Severability. If any provision of this Lease is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Lease, as circumstances require, and this Lease shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be.

t) Public Document. Tenant, for itself and its Subtenants, acknowledges and agrees that this Lease and documents related thereto are available to the public, as from time to time provided by applicable law.

u) Authorized Signers. The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

v) Bind and Benefit. The terms and conditions contained in this Lease will run with the Property and bind and inure to the benefit of the Parties, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed pursuant to the applicable Cook County signing procedures, effective as of the Effective Date.

**[LEASE TO BE SIGNED PURSUANT TO
COOK COUNTY ECONOMIC DISCLOSURE STATEMENT
AND REAL ESTATE DOCUMENT (REAL ESTATE) INDEX]**

EXHIBIT A -- THE PROPERTY

[insert legal description of the Property]

EXHIBIT B - - CONSTRUCTION DRAWINGS

(Construction Drawings from _____ engineering firm,
Project No ____, Revision __, dated _____,
consisting of __ pages, and,
signed and sealed by an Illinois professional engineer on _____)

EXHIBIT C -- PHOTO SIMULATIONS

(Photo simulations consisting of ___ pages
depicting what the Structure will look like before
and after installation of the Communication Facility)

EXHIBIT D -- STRUCTURAL ANALYSIS

(Structural analysis from _____ engineering firm,
Project No ____, Revision __, dated _____,
consisting of __ pages, and
signed and sealed by an Illinois professional engineer on _____)

EXHIBIT E - - RF INTERFERENCE STUDY

(Radio frequency interference/intermodulation study
from _____ engineering firm,
Project No ____, Revision __, dated _____,
consisting of __ pages, and
signed and sealed by a qualified radio frequency professional engineer on _____)

EXHIBIT F -- MEMORANDUM OF LEASE

[set forth on following pages]

EXHIBIT G -- COOK COUNTY INSURANCE REQUIREMENTS

1. Waiver of Subrogation Endorsements

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

2. Insurance Requirements of the Tenant

Prior to the effective date of this Lease, the Tenant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the Term of this Lease the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Tenant's responsibility for payment of damages resulting from its operations under this Lease.

Tenant shall require all Contractors and Subtenant's Contractors to provide the insurance required in this Lease, or Tenant may provide the coverages.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements. Notwithstanding this right, any modification, deletion or alteration shall be reasonable in nature and be comparable to other agreements of this nature in the contiguous geographic area.

3. Coverages

(a) Workers Compensation Insurance

Workers Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction. The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
\$1,000,000 each Accident
\$1,000,000 each Employee
\$1,000,000 Policy Limit for Disease

The Employers Liability Limits may be combined with either an Excess or Umbrella Liability Policy.

- (2) Broad form all states coverage

(b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage with defense outside the limits. The Commercial General Liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The General Liability policy shall include the following coverages:

- (1) All premises and operations

- (2) Explosion, collapse and underground damage
 - (3) Contractual Liability
 - (4) Property Damage Liability
 - (5) Products and Completed Operations coverage (for the same or greater limits, for a minimum of 2 years following project completion)
- (c) **Commercial Automobile Liability Insurance**
 When any motor vehicles are used in connection with the services to be performed, Tenant shall secure Commercial Automobile Liability Insurance to cover all owned, leased, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall not be less than the following:
- (a) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- (d) **Umbrella/Excess Liability**
 Coverage is excess of general liability, automobile liability, employers liability, in the amount of at least \$10,000,000 per occurrence with defense outside the limit. Tenant's Contractors and Subtenant's Contractors shall carry \$5,000,000 follow form excess insurance coverage.
- (e) **Builders' Risk Insurance/Installation Floater Insurance**
 Tenant shall be required to provide Builder's Risk Insurance on an all risk form, including flood and earthquake, for 100% of the completed value of the Tenant's Work. Such policy shall include as named insured parties the County and all Subcontractors, as their interests may appear. Tenant or Tenant's Contractor shall be responsible for payment of the deductible in the event of covered loss.
- (f) **Tenant's Property Insurance**
 Upon completion of the installation of the Communication Facilities, Tenant is required to maintain property insurance against damage or destruction to the Tenant's Improvements and Tenant's personal property in the amount of 100% of the replacement cost.
- (g) **Applicability to Tenant's Contractors and Subcontractors**
 Tenant shall require Tenant's Contractor and Subtenant's Contractors to obtain and provide evidence of the insurance policies described above prior to the commencement of any Work or presence on the site of the Tenant's Contractor or Subtenant's Contractors. Any "hold harmless" and "indemnity" clause must benefit and not be detrimental in any way to Cook County, the building manager, and others required by Cook County.
- (h) **Tools and Equipment**
 Cook County will not be responsible for any loss or damage to equipment, tools or materials owned or in control of Tenant's Contractors or Subcontractors.

4. Conditions Apply to All Coverage

- (a) Any deductibles or self-insured retentions must be declared to and approved by the Cook County Risk Management Department before they are implemented. Tenant is responsible for any deductible or self-insured retention.

- (b) Any changes to the coverages required under this Lease and Exhibit G must be authorized in advance by the Cook County Risk Management Department.

5. Additional Requirements

- (a) **Additional Insured**

Cook County, its officials, employees and agents shall be listed as additional insureds under the Commercial General Liability and Commercial Automobile Liability. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above. The Commercial General Liability insurance shall be on a primary and non-contributory basis and shall not be excess to any insurance or self-insurance programs maintained by the County. The Commercial General Liability policy shall include ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalents.

- (b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

- (c) **Insurance Notices**

All policies of insurance required under terms of this Lease shall be endorsed to provide that the insurance company shall notify the Director of Real Estate at least **30** days prior to the effective date of any cancellation, except for non-payment of premium of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event, shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Tenants, Subtenants or Contractor's obligations to obtain insurance pursuant to these insurance requirements.

EXHIBIT H - - PUBLIC WORKS GENERAL CONDITIONS
[attach same]

EXHIBIT I - - NOTICE OF START OF CONSTRUCTION

[Tenant Letterhead]

[Date]

[Cook County addressees
in Section 17 of Lease]

PLEASE TAKE NOTICE that on _____ ("Construction Start Date") construction started pursuant to the lease ("Lease") dated ____ for the property commonly known as _____.

Pursuant to the Sections 3 and 4 of the Lease, (a) the Initial Term of the Lease will expire on the fifth annual anniversary of the Construction Start Date, and (b) the obligation to pay rent commenced on the Construction Start Date.

Please retain this notice in the permanent records of the County.

Very truly yours,

[authorized representative of Tenant]

EXHIBIT J - - THE PREMISES

[insert legal description of the portion of the Property being leased to Crown Castle,
including easements for utilities and vehicular access]

**EXHIBIT 5
PUBLIC WORKS GENERAL CONDITIONS**

Section	Subject
GC-01	Non-Discrimination and Affirmative Action (Intentionally Omitted)
GC-02	Indemnity (Intentionally Omitted)
GC-03	Conduct of Contractor and Compliance with Laws
GC-04	Material, Appliance and Employees
GC-05	Time and Progress
GC-06	Subletting or Assignment of Contract or Contract Funds (Intentionally Omitted)
GC-07	Permits, Laws and Regulations (Intentionally Omitted)
GC-08	Waiver of Subrogation and Insurance Requirements (Intentionally Omitted)
GC-09	Architect's Authority (Intentionally Omitted)
GC-10	Program Manager's Authority
GC-11	Number of Documents
GC-12	Cooperation Between Contractors
GC-13	Plans or Drawings and Specifications Cooperative (Intentionally Omitted)
GC-14	Variations
GC-15	Provisions Relative to Delay (Intentionally Omitted)
GC-16	Payment to the Contractor (Intentionally Omitted)
GC-17	Changes and Modifications (Intentionally Omitted)
GC-18	Disputes (Intentionally Omitted)
GC-19	Default (Intentionally Omitted)
GC-20	Award of Subcontracts (Intentionally Omitted)
GC-21	Superintendence (Intentionally Omitted)
GC-22	Protection of Persons and Property
GC-23	Materials Inspection and Responsibility
GC-24	Substantial Completion of the Work
GC-25	Guarantees and Warranties
GC-26	Fire Protection

GC-27	Use of Premises
GC-28	Working Regulations
GC-29	Watchman Service
GC-30	Correction of Work Before Final Payment (Intentionally Omitted)
GC-31	Deductions for Uncorrected Work (Intentionally Omitted)
GC-32	Reference Standards
GC-33	Cook County Human Rights Ordinance (Intentionally Omitted)
GC-34	Illinois Residency Ordinance (Intentionally Omitted)
GC-35	Employment – Veterans (Intentionally Omitted)
GC-36	Project Labor Agreement
GC-37	Cook County Residency Ordinance (Intentionally Omitted)
GC-38	Local Business Preference Ordinance (Intentionally Omitted)
GC-39	Certificate of Qualification (Intentionally Omitted)
GC-40	Tax and Fee Delinquency (Intentionally Omitted)
GC-41	Disqualification for Non-Performance (Intentionally Omitted)
GC-42	Steel Products Procurement
GC-43	Termination for Convenience (Intentionally Omitted)
GC-44	Inspection of Work
GC-45	Accident Reports
GC-46	Royalties and Patents
GC-47	Patents, Copyrights and Licenses
GC-48	Confidentiality and Ownership of Documents (Intentionally Omitted)
GC-49	Audit; Examination of Records (Intentionally Omitted)
GC-50	General Notice (Intentionally Omitted)
GC-51	Miscellaneous (Intentionally Omitted)
GC-52	Entire Agreement (Intentionally Omitted)
GC-53	Cooperation With Inspector General
GC-54	Minority & Women Owned Business (Intentionally Omitted) Construction Interim Ordinance

GENERAL CONDITIONS

GC-03 CONDUCT OF CONTRACTOR AND COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract. Assurance of compliance with this requirement by the Contractor's employees, agents or Subcontractors shall be the responsibility of the Contractor.

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of the Cook County Lobbyist Registration Ordinance and shall comply with all the provisions therein.

The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the services under the Contract.

The Contractor agrees to familiarize itself with Cook County rules and regulations and inform its employees of all County policies respecting contraband and other matter.

GC-04 MATERIAL, APPLIANCE AND EMPLOYEES

All work to be performed under this Contract shall be of workmanship that meets wireless telecommunication infrastructure industry standards and specifications, and shall be executed by employees or subcontractors skilled in their respective trades. Unless otherwise specified the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light and power necessary for the execution of the work. Unless otherwise specified, all material shall be new and of quality that meets wireless telecommunication infrastructure industry standards and specifications. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

GC-05 TIME AND PROGRESS

It is understood and agreed that TIME IS OF THE ESSENCE CONTRACT, and the Contractor agrees to begin actual work covered by this Contract in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete the entire work under this Contract within the calendar days stipulated after receipt by Contractor from the Chief Procurement Officer, a Notice to Proceed.

GC-10 PROGRAM MANAGER'S AUTHORITY

The Program Manager shall have authority to act on behalf of the County only to the extent expressly provided in the Contract Documents, unless otherwise modified by written instrument to the Contractor by the County. The Chief Procurement Officer and Director may issue instructions to the Contractor through the Program Manager. Nothing contained in the Contract Documents shall create any contractual relationship between the Program Manager and the Contractor. The Program Manager shall not have the authority to stop the Work.

The Program Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Program Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing work.

GC-11 NUMBER OF DOCUMENTS

The Director will provide one set of reproducibles and three sets of Contract Document drawings and four sets of Contract Document Specifications to the Contractor without additional charge. Upon request, additional copies will be furnished at reproduction cost.

GC-12 COOPERATION BETWEEN CONTRACTORS

If separate Contracts are let for work within or adjacent to the project site as may further be hereinafter detailed in the Contract Documents each Contractor shall conduct his work so as not to interfere with or hinder the progress of completion or the work being performed by other Contractors.

The Contractor shall as far as possible arrange his work and place and dispose of the materials being used, so as not to interfere with the operations of the other Contractors within or adjacent to the limits of the project site. He shall join his work with that of the other in an acceptable manner and shall perform it in proper sequence to that of the others.

GC-14 VARIATIONS

The Contractor shall make, subject to the approval of the Architect and without cost to the Owner, such variations from the Drawings and Specifications as may be necessary to obviate unforeseen interferences and shall adapt his work to the requirements of all other trades, which together with his own work, will be necessary to complete the work under the Contract.

GC-22 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property, including utilities located therein, from damage, injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except as may be caused by agents or employees of the Owner.

He shall provide and erect all necessary barricades and other protection required by the Owner and/or local laws and ordinances, or local authorities having jurisdiction over same and shall also protect all walks, curbs, lamp posts, underground conduits, overhead wires, water sewer, gas mains, etc. until such time as they are taken care of by the respective public service corporations or by the Owner. He shall also provide and maintain all necessary warning lights from twilight to sunrise.

Where the Contractor's work affects adjacent private or public property, including utilities located thereon, he shall take such steps as are provided by law and/or as necessary to prevent damage, injury or loss. The Contractor shall be responsible for and make good any damage, injury, or loss to adjacent property resulting from his operations. The Contractor shall notify all public and private owners by Registered Mail. Return Receipt Requested, well in advance of commencing any work affecting their property or utilities.

The Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of State, Federal and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards.

All Contractors shall require each employee on the site to wear a safety helmet (hard hat) at all times.

Maintenance of Public Way: All debris of construction deposited on public ways shall be removed immediately; all vehicles engaged in the construction project shall be so policed and cleaned that no debris carried from the site is deposited on the public way; all Contractors and Subcontractors are mutually liable for enforcement; the Contractor shall hold the Owner, Architect and Director harmless from all liability, due to failure to observe the above precautions.

GC-22 PROTECTION OF PERSONS AND PROPERTY (CON'T.)

In an emergency affecting the safety of life, the work, or adjoining property: the Contractor, without special instruction or authorization from the Owner, Architect or Director, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury; and he shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work, shall be determined by mutual agreement.

Should the Contractor, or his men, or any of his Subcontractors or materialmen cause damage to the Owner, or the work or materials of other Contractor or persons, the damage shall be made good again by the person originally causing it, or such party as the Architect may designate. Repairs and replacement shall be under the direction of the Architect or his representative and the cost of same shall be charged to the Contractor causing the damage.

The Contractor shall also protect from damage all parts of the work and unused materials of his Contract from freezing or inclement weather and the contractor shall be solely responsible for the condition of such work and materials.

Contractor shall take all necessary precautions to ensure the safety of the public and of workmen on the Site, and to prevent accidents or injury to any persons on or adjacent to the Site. The Contractor shall comply with the "Williams-Steiger Occupational Safety and Health Act of 1970" ("OSHA") and all subsequent revisions thereto, and all laws, ordinances, codes, rules and regulations relative to safety and the prevention of accidents, and shall also utilize the "Manual of Accidental Prevention in Construction" of the Associated General Construction/Builders of America and with applicable provisions of the American Standard Safety Code for Building Construction ANSI A 10 Series. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, proper safeguards against the dangers created by openings, stairways, failing materials, open excavations and all other hazardous conditions.

Contractor shall designate, and require each Subcontractor to likewise designate, a responsible representative at the Site as Superintendent who shall be responsible for the promotion of safety and prevention of accidents, and shall enforce all applicable laws, ordinances, codes, rules and regulations. The Superintendent shall hold weekly meetings with the representatives of the various trades employed at the Site in order to ensure that all employees understand and comply with laws and regulations including the requirement of OSHA and "Right to Know" regulations.

Contractor shall provide and make available to all workmen reasonable medical supplies and equipment necessary to provide immediate first aid service to all persons who may be injured in connection with the Work. All medical supplies and equipment shall be supplied in accordance with standards imposed by OSHA and by any governmental agency having jurisdiction over the Site.

The Contractor shall within ten (10) days of the Notice of Award, submit to the Program Manager his own Project Safety Program which shall include but not be limited to, the following:

1. Establish a program of project pre-planning for safety and hazard avoidance.
2. Utilization of insurance company loss prevention services.
3. Lines of Contractor's responsibilities and authority for personnel for the administration of safety program.
4. Scheduling and conducting of safety meetings.
5. Issuing of safety bulletins.
6. Conducting of Weekly Tool Box Meetings.
7. Regular inspections of the project for safety compliance and correction of violations.
8. Safety training of employees.
9. A written Hazard Communication Program which is to include collection and distribution of Material Safety Data Sheets for all hazardous materials, labeling of these materials and training of employees using these materials.
10. A fire protection plan.

11. The use of personal protection equipment.
12. Hard hat usage.
13. Accident reporting and investigation.
14. Safety guidelines and regulations.
15. Site accessibility and cleanliness.
16. Safety reporting and distribution including the County and Program Manager.
17. A site layout plan showing the location of safety facilities and safety items.

This Project Safety Program shall be enacted upon by the Contractor for the duration of the Project and shall be updated as required for changing conditions.

The Contractor shall have and maintain control over the Site. The Owner, Program Manager, Architect or their agents shall in no event have control or charge of the construction and shall not be responsible for construction and safety means, methods, techniques, sequence or procedures, or for safety precautions or the acts or omissions of the Contractor or any other persons performing Work or their failure to perform.

GC-23 MATERIALS INSPECTION AND RESPONSIBILITY

The County, by its engineering agencies, shall have a right to inspect any materials to be used in carrying out this Contract. The County does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this Contract. The Contractor shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this Contract up to the time of final acceptance by the County.

Materials, components or completed work not complying therewith may be rejected by the Director and shall be replaced by the Contractor at no cost to the County. Any materials or components rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after written notice has been mailed by the County to the Contractor that such materials or components have been rejected.

GC-24 SUBSTANTIAL COMPLETION OF THE WORK

The Date of Substantial Completion of the work or designated portion thereof is the date when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Director and Architect, is substantially complete, the Contractor shall prepare for submission to the Architect a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

When the Architect on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall state the responsibilities of the Owner and the Contractor for security, maintenance, utilities, damage to the work and insurance, and shall fix the time with which the Contractor shall complete the items listed therein.

Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the work unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Director and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall be constituted an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any warranties or responsibility for faulty materials or workmanship and no error or oversight in delay in discovery or rejection of defective or improper work or materials, by the Architect shall relieve the Contractor of any of its obligations under this Agreement.

GC-25 GUARANTEES AND WARRANTIES

The Contractor shall guarantee work to be performed and materials to be furnished under the Contract against defects in materials or workmanship which appear within a period of one (1) year from date of final acceptance of the Work or portions thereof by the Director, except that when guarantee periods longer than one (1) year are specified for certain portions of the Work, the longer periods shall govern.

Should defects develop in the Work within specified periods, due to faults in materials or workmanship, the Contractor shall make repairs and perform necessary corrective work. The Contractor shall execute such repairs or corrective work within five (5) days after written notice to the Contractor by the Director. The Contractor shall bear all costs in connection therewith. The Director will give notice of observed defects with reasonable promptness. Corrective work shall comply with the Contract Documents.

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final voucher on the Contract is issued.

GC-26 FIRE PROTECTION

All equipment and materials provided under these Specifications shall be installed in strict accordance with the last edition of the Code of the National Fire Protection Association. The Contractor shall comply with all code requirements for Underwriters' Laboratories, Inc. labels. The Contractor and/or respective Subcontractors shall pay all fees and cost that may become necessary in complying with any and all requirements under this heading.

GC-27 USE OF PREMISES

The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by laws, ordinances, permits and/or direction of the Director or Architect and shall not encumber the premises with material or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

GC-28 WORKING REGULATIONS

Before commencing work, Contractor shall confer with the official in charge of the building and ascertain full knowledge of all rules and regulations affecting working conditions.

GC-29 WATCHMAN SERVICE

The Contractor, at his own option, may employ a man or men for watchman service at all times outside of regular working hours and at such times during working hours when work is not in progress at the building. This watchman service will in no way relieve the Contractor of his responsibility for replacing or making good any theft or damage. The Contractor, whether or not he employs a watchman, shall be responsible for all loss or damage of property, equipment, materials, etc. at the site and he shall make good all such damage or loss without additional cost to the Owner.

GC-32 REFERENCE STANDARDS

Reference made in the Contract Documents to standard specifications, codes, or test methods of technical societies, trade association and similar organization is to the latest revision of such standards in effect 30 calendar days prior to the date of the Contract Documents, unless specifically indicated to the contrary. If the document numbers referenced have since been changed, the current appropriate number shall apply.

GC-36 PROJECT LABOR AGREEMENT

The Contractor shall comply with an Agreement between the Coalition of Unionized Public Employees and the County of Cook requiring that the construction of work of certain trade jurisdiction be performed by the members of C.O.U.P.E or a union with the appropriate trade jurisdiction, which was approved by the Cook County Board of Commissioners on June 19, 2012, and is incorporated herein by reference.

GC-42 STEEL PRODUCTS PROCUREMENT

The Contractor shall, where commercially reasonable, comply with "An Act to promote the economy of the State of Illinois and the United States by specifying steel products produced in the United States in all contracts for construction, reconstruction, repair, improvement or maintenance of public works". Attention is called to Illinois Compiled Statutes 1992, 30 ILCS 565/1-7.

GC-44 INSPECTION OF WORK

The Architect, Program Manager, Director and the Chief Procurement Officer and their authorized representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

If the Specifications, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Architect, Program Manager and the Director and appropriate public authorities, timely notice of the date fixed for each inspection.

GC-45 ACCIDENT REPORTS

The Director, Architect, Program Manager and Chief Procurement Officer shall be given written notification within 24 hours of any occurrence, on the site or otherwise, which involves the Contractor's own personnel, or those of any of his Subcontractors or material suppliers, whether said occurrence be in the nature of bodily injury to employees or third parties or property damage. Property damage is defined as including physical damage on the site and off-site, as well as "Acts of God", such as wind damage, etc.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated person for injuries sustained, and such other information as may be necessary. The local police should be notified of any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report. In addition, if injuries or damage occur, the accident shall be reported immediately by telephone or messenger.

GC-46 ROYALTIES AND PATENTS

All fees for any patent invention, article, or arrangement or other appurtenances that may be used upon or in any manner connected with the construction, erection, or maintenance of the Work, or any part thereof embraced in the Contract Documents, shall be included in the price stipulated in the Contract for said Work and the Contractor shall protect and hold harmless the County of Cook and Architect against any and all demands for such fees or claims or infringements or patent rights as may be made.

The approval of any method of construction, invention, appliance, process, article, device, or material of any kind by the Architect or Director shall only be approval of its adequacy for the work and shall not be approval of the use thereof by the Contractor in violation of any patent or other rights of any third person.

GC-47 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify Owner, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against Owner based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right. Where applicable, Owner shall notify Contractor in writing of any such suit or proceeding or significant threat thereof and hereby agrees to give Contractor information and reasonable assistance for the defense. In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for Owner, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the specifications of these Contract Documents.

GC-53 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

END OF SECTION

EXHIBIT 6
EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/2014

Page 1 of 2

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
INSURED Crown Castle USA, Inc. 1220 Augusta Dr. Suite 500 Houston, TX 77057	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A:	Federal Insurance Company	20281-005
	INSURER B:	North American Elite Insurance Company	29700-001
	INSURER C:	Federal Insurance Company	20281-001
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 21833148 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	7021-02-28	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	7021-02-29	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	Y	Y	UMB 2000165-00	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	7171-06-98	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			3592-56-77	4/1/2014	4/1/2015	\$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Re: PSA Cook County - consultant work

Certificate Holder is included as an Additional Insured under the General, Automobile and Umbrella policies as required by written agreement and only with respect to the liability arising out of the operations performed by or on behalf of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

Cook County Cook County Office of the Chief Procurement Officer 118 N. Clark Street, Room 1018 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Coll:4464378 Tpl:1791046 Cert:21833148 © 1988-2010 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED Crown Castle USA, Inc. 1220 Augusta Dr. Suite 500 Houston, TX 77057	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured as required by written contract.

General, Automobile, Umbrella Liability and Workers' Compensation include a Waiver of Subrogation in favor of the Additional Insured when required by written contract but always subject to the policy terms, conditions, exclusions and as permitted by law.

INSURER CANCELLATION TERMS

NAMED INSURED CROWN CASTLE INTERNATIONAL CORP.	POLICY NO. Various
EFFECTIVE DATE SEE PAGE 1	

Person or Organization:

Person(s) or organization(s) that you are obligated, pursuant to written contract or agreement between you and such person or organization, to provide with notice of cancellation for any reason other than non-payment of premium, provided that, within 10 days of the date the producer or the first named insured receives a copy of the notice of cancellation, the producer or the first named insured provides us with a spreadsheet containing the name, address and, if available, e-mail address of the person(s) or organization(s) to whom such notice of cancellation is to be sent.

All other terms and conditions remain unchanged.

Cancellation Terms:

When we cancel this policy as described in the Cancellation condition for any reason other than non-payment of premium, we will also send to the person or organization described in the Schedule a notice of at least 30 days in advance of the cancellation date.

Any failure on our part to deliver such notice will not:

- impose liability of any kind upon us; or
- invalidate the cancellation.

Cancellation Terms Apply to the Following Coverages:

General Liability, Automobile Liability and Workers Compensation

EXHIBIT 7
BOARD AUTHORIZATION