

SIGN LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made this _____ day of _____, 2013 ("Effective Date") by and between City of Oakbrook Terrace, ("Lessor") and Digital GreenSigns LLC., a Delaware Limited Liability Company ("Lessee").

In consideration of the mutual covenants herein made, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessor and Lessee, the parties agree as follows:

1. **GRANT OF LEASE.** Lessor hereby leases and grants exclusively to Lessee the rights to erect a double-sided steel monopole structure supporting 2 LED multiple-message sign face displays installed via a single drilled caisson foundation and connect an electrical supply on the Premises and the air rights located over a portion of the Premises, for the purpose of erecting, maintaining and operating the new LED multiple-message advertising sign faces (the foundation, electrical service, monopole steel structure affixed to the Premises and the double-faced LED multiple-message digital advertising sign faces) are collectively referred to as the "Sign(s)" at the sign location property depicted on Exhibit "C", attached to and made a part hereof, located at **the Lessor's public works facility on the west side of route 83 between Butterfield (Route 56) and Roosevelt Road (Route 38)**, City of Oakbrook Terrace, State of Illinois, DuPage County ("Premises") provided that the Signs are erected, operated and maintained in strict compliance with the Highway Advertising Control Act of 1971, the regulations promulgated thereunder, the ordinances of the Lessor and any other federal or state law, rule, regulation or ordinance enacted by any local governmental entity having jurisdiction. Construction of the outdoor advertising structure shall be comprised exclusively of a steel monopole to which is attached steel framework for a double-faced digital sign for the display of outdoor advertising copy. This Agreement includes all necessary, but non-exclusive, rights of ingress and egress across the Premises to the Structures, provided, however, that the Lessee shall not exercise such right in a way which would materially interfere with the Lessor's use of the Premises. Subject to any applicable federal or state law, rule, regulation or ordinance enacted by any local governmental entity having jurisdiction, including, but not limited to, those of the Lessor, the Lessee may license the use of the Signs, or any portion thereof, for the purpose of displaying commercial outdoor advertising copy in compliance with the terms of this Agreement.

2. **TERM.** This Agreement shall commence on the date that the Lessor issues a building permit for the Signs; however, the payment of rent shall not commence until the earlier to occur of (i) the date the Sign is erected and operating; and (ii) the date that is one hundred eighty (180) days from the Effective Date ("**Rent Commencement Date**"), and unless terminated earlier as provided herein, shall end at 5:00 p.m. central time on the date that is the twentieth (20th) anniversary of the Rent Commencement Date ("**Term**"). No advertising copy shall be displayed on the Signs prior to the Rent Commencement Date.

3. **RENT.** Lessee shall pay to the Lessor rent in the amount of Ninety Thousand and 00/100 Dollars (\$90,000.00) per year (the "**Annual Rent**") payable monthly, in the amount of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) in advance, commencing on the **Rent Commencement Date**. The Annual Rent shall increase on the anniversary of the sixth year of the Agreement to Ninety-Eight Thousand and 00/100 Dollars (\$98,000.00) per year payable monthly, in the amount of Eight Thousand One Hundred Sixty-Six and 67/100 Dollars (\$8,166.67) in advance. The Annual Rent shall



increase on the anniversary of the eleventh year of the Agreement to One Hundred Eight Thousand and 00/100 Dollars (\$108,000.00) per year payable monthly, in the amount of Nine Thousand and 00/100 Dollars (\$9,000.00) in advance. The Annual Rent shall increase on the anniversary of the sixteenth year of the Agreement to One Hundred Eighteen Thousand and 00/100 Dollars (\$118,000.00) per year payable monthly, in the amount of Nine Thousand Eight Hundred Thirty-Three and 33/100 Dollars (\$9,833.33) in advance.

4. LEASE GUARANTEE SURETY BOND.

(a) Amount of Bond and Obligations to be Covered. The Lessee shall deliver to the City, no later than the Rent Commencement Date, a surety bond to secure the lessee's obligation for the prompt payment of the monthly installments of the Annual Rent by the Lessee and any other amounts due by Lessee to Lessor under this Agreement (collectively the "Bonded Obligations") (such bond and all replacements thereof being collectively referred to herein as the "Lease Guarantee Surety Bond"). The Lease Guarantee Surety Bond shall be in the penal sum of Fifty Thousand Dollars (\$50,000.00). The Lessee shall maintain the Lease Guarantee Surety Bond in effect during the entire term of the Agreement (except as otherwise expressly provided herein) and until the Lessee has satisfied all of its financial obligations due to the Lessor pursuant to this Agreement, including any such obligations extending beyond the term of this Agreement.

(b) Renewal of Lease Guarantee Surety Bond. The Lease Guarantee Surety Bond shall secure the prompt payment of all Bonded Obligations of the Lessee for a period of no less than one year and must cover all claims made relating to the Bonded Obligations of the Lessee during such period. In confirmation and furtherance of the foregoing, each replacement Lease Guarantee Surety Bond will cover any and all claims relating to Bonded Obligations made or arising during the term of such Lease Guarantee Surety Bond, regardless of when such claim accrues. No less than ninety (90) days prior to the expiration of the period covered by the Lease Guarantee Surety Bond provided hereunder, the Lessee shall deliver to the City a replacement Lease Guarantee Surety Bond covering at least the one-year period beginning on the date of the expiration of the period covered by the then-current Lease Guarantee Surety Bond. The replacement Lease Guarantee Surety Bond must be substantially identical to the Lease Guarantee Surety Bond being replaced and must be issued by a surety satisfying the requirements of this Section 4. In confirmation and furtherance of the foregoing, the Lessee must provide the Lease Guarantee Surety Bond as described herein during the entire term of the Agreement and until the Lessee has satisfied all Bonded Obligations pursuant to this Agreement, including any such Bonded Obligations extending beyond the term of this Agreement. The last Lease Guarantee Surety Bond provided by the Lessee hereunder shall cover all claims relating to Bonded Obligations made after the date of issuance of each such Bond, regardless of when such claim accrues.

(c) Requirements of Lease Guarantee Surety Bond and Surety.

(1) The Lease Guarantee Surety Bond provided by the Lessee shall be in such form as the bond form included in Exhibit A. The surety issuing the Lease Guarantee Surety Bond shall be licensed to transact business in Illinois and must be acceptable to the City in its reasonable discretion. The surety for the Lease Guarantee Surety Bond must be listed in the most recently published (as of the date of issuance of



6. **PAYMENT OF RENT.** Rent payments shall be made payable to the following address and shall be paid on or before the first day of each month:

City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, Illinois 60181
Attn: City Manager

7. **PRORATIONS.** If the Term of this Agreement commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, the Annual Rent and any other amounts payable on a monthly basis shall be prorated on a per diem basis for such partial calendar months. If the Annual Rent is scheduled to increase under Section 4 other than on the first day of a calendar month, the amount for such month shall be prorated on a per diem basis to reflect the number of days of such month at the then-current and increased rates, respectively. If the Term commences other than on January 1, or ends other than on December 31, Lessee's obligations to pay amounts towards Annual Rent Adjustments for such first or final calendar years shall be prorated on a per diem basis to reflect the portion of such years included in the Term.

8. **PERSONAL PROPERTY TAXES.** Lessee shall be liable for and pay, without contribution from Lessor, all taxes levied against Lessee's personal property and trade fixtures.

9. **REAL ESTATE TAXES.** Lessee shall pay, on or before the due date, any real estate taxes imposed upon and payable for the Signs during the term of this Agreement and any renewal term of this Agreement. Following payment, Lessee shall promptly furnish Lessor with a copy of all receipted tax bills showing that payment has been received by the taxing authority. For the purpose of this Agreement, the term "real estate taxes" shall include any special assessment and other governmental impositions imposed upon or against the value of the Signs of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, which shall or may during the lease term be levied, assessed or imposed upon or against such Signs. Should the Lessee fail to pay the real estate taxes when due, the Lessor may, at its option, pay the real estate taxes imposed upon and payable for the Signs and charge Lessee the amount as additional rent. The failure of the Lessee to timely pay the real estate taxes imposed upon and payable for the Signs shall be deemed a default under this Agreement.

10. **INDEMNIFICATION AND INSURANCE.**

(a) Lessee shall pay, indemnify and save harmless Lessor, its agents, officers and employees (all of which constitute "Indemnified Parties" for purposes of this Section) from all suits, actions, claims, demands, damages, losses and other reasonable expenses and costs of every kind and description, including, but not limited to, reasonable attorneys' fees, to which Lessor, its agents, officers, guests or employees may be subjected to by reason of injury to persons or death or property damage resulting from a condition on or occurrence related to the Signs which is the responsibility of the Lessee under this Agreement; or resulting from or arising out of any commission, omission, negligence or fault of the Lessee, its agents, employees or others employed in the construction, maintenance, repair or removal of the Signs located on any of the Premises, or in connection with any failure of the Lessee to perform in accordance with the provisions of this Agreement; provided, however, that such indemnification shall not be applicable to the extent that any injury to persons or death or property damage was the result



of acts of commission, omission, negligence or fault of Lessor or its agents, officers, employees or independent contractors. If an Indemnified Party is made a party to any litigation arising out of a claim for which Lessee is required to indemnify and hold harmless under this Section, Lessee shall at its option, either defend, at Lessee's cost and expense, the Indemnified Party with counsel reasonably acceptable to Lessor, or pay all costs and reasonable attorneys' fees and expenses incurred or paid by such Indemnified Party in connection with such litigation. In the event that a judgment is entered against an Indemnified Party in such litigation, Lessee shall satisfy the judgment. In the event that a claim made against the Indemnified Party is settled by Lessee or with its consent, Lessee shall pay the amount of the settlement. Notwithstanding the foregoing, nothing herein shall make Lessee liable, and Lessor hereby disclaims any claim hereunder, for incidental or consequential damages suffered by Lessor (it being understood that nothing herein relieves Lessee from any indemnity it otherwise has to Lessor for claims of incidental or consequential damage by a third party).

(b) During the Term of this Agreement, the Lessee, at its expense, shall maintain Commercial General Liability insurance for damages resulting in personal injury or property damage in connection with the erection, servicing, maintenance, removal, of Sign(s) placed on the Premises by Lessee. Such insurance shall be in an amount of at least one million dollars (\$1,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate, and shall name Lessor as an additional insured.

(c) During the Term of this Agreement, the Lessee, at its expense, shall maintain such comprehensive motor vehicle liability insurance, including non-owned and hired car coverage, as may be reasonably necessary to protect the Lessee and the Lessor from any and all claims and damages for personal injury or death or property damage to any property of the Lessor or of the public which may arise out of or in connection with the performance of any work or operations done by or for the Lessee in, on or over the Property whether such work or operations be by the Lessee, or its contractors or subcontractors, or by anyone directly or indirectly employed by any of them. The amount of such insurance shall not be less than a Combined Single Limit of \$1,000,000 for injury to persons or death or property damage. Each policy shall name the Lessor as an additional insured. Each policy shall provide for contractual liability coverage.

(d) The Lessor, its officials, agents and employees are to be covered as additional insureds on the Commercial General Liability and the comprehensive motor vehicle liability policies as respects liability arising out of the Lessee's work and activities, including activities performed by or on behalf of the Lessee; or automobiles owned, leased, hired or borrowed by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the Lessor, its officials, agents and employees. The Lessee's insurance coverage shall be primary as respects the Lessor, its officials, agents and employees. Any insurance or self-insurance maintained by the Lessor, its officials, agents and employees shall be in excess of Lessee's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Lessor, its officials, agents and employees. The Lessee's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Lessee's 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. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Lessee shall be required to name the Lessor,

its officials, agents and employees as additional insureds. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted. All insurance policies or agreements, which the Lessee is required to obtain, shall provide that they cannot be canceled or terminated until after at least thirty (30) days' prior notice has been given to the Lessor. The Lessee shall provide the Lessor with such certificates of insurance or other acceptable proof of compliance with the insurance provisions of this Agreement within ten (10) days after receiving a written request to do so. The Lessee shall not commence work under the terms of this Agreement until the insurance coverages required herein are in effect and proof of insurance has been provided to the Lessor.

(e) The insurance required by this Agreement may contain a reasonable deductible provision or self-insured retention provision, provided ten (10) business days' advance notice of said deductible or self-insured retention provision is given to the Lessor and, if the Lessor determines that the deductible provision or self-insured retention provision exceeds an amount that is reasonable, at the option of the Lessor, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Lessor, its officials, agents and employees; or (2) the Lessee shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses. All insurance policies required under this Agreement shall be issued by a company which is authorized to issue insurance policies in the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Lessee will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI.

11. **RIGHT TO PLACE SIGN.** The Lessee shall have the right (i) of free ingress and egress to and from the Premises; (ii) to provide or establish electrical power to the Signs and to have the Signs separately metered and separately powered; (iii) to place incidental equipment, including, but not limited to, the Signs, devices, illumination facilities, monitoring cameras, solar panels, service ladders, and other appurtenances thereon; and (iv) to re-paint and change copy and add various components to the Signs from time to time.

12. **RIGHT TO OPERATE SIGN.** The Lessor represents, warrants and covenants that the Lessee shall and may peacefully and quietly have, hold and enjoy the use of the leased property, and all rights appurtenant, for the Term of this Agreement.

13. **VIEW IMPAIRMENT.** The Lessor represents, warrants and covenants that neither the Lessor, nor any of the Lessor's officers, tenants, agents, employees or other persons acting on the Lessor's behalf, shall place or maintain any object or foliage on the Premises, or on any contiguous property which the Lessor owns or controls, that would in any way obstruct or impair the view of the Lessee's Sign. If such an obstruction or impairment occurs, the Lessee, without limiting such other remedies as may be available, may, at the Lessee's option (i) require that the Lessor remove said obstruction or impairment; (ii) upon ten (10) days' written notice remove the obstruction or impairment; or (iii) modify or relocate the Sign to any other lawful location on the Premises satisfactory to the Lessee. The Lessor covenants and agrees to reimburse the Lessee for all such relocation costs, and the Annual Rent shall be abated so long as such obstruction or impairment continues.

14. **OTHER ADVERTISING.** Lessor covenants and agrees not to erect, nor permit any other individual or entity (other than Lessee) to erect, any signs, billboards, advertising displays or structures



that advertise products or services not sold or provided for on the Premises (or any contiguous property which Lessor owns or controls; collectively and severally "**Off-Premise Advertising**"), whether permanent or temporary, on the Premises or any other property owned or controlled by Lessor within five hundred (500) feet of Lessee's Sign.

15. **AMBER OR SAFETY ALERTS.** The Lessee shall display America's Missing: Broadcast Emergency Response ("AMBER Alert"), "Silver Alert" or "Safety Alert" information on each display panel of the Sign when such messages are issued by the Illinois State Police or other authorized law enforcement agency.

16. **COMMUNITY-ORIENTED MESSAGES.** At the option of the Lessor, the Lessor may direct the Lessee to display Community-Oriented Messages provided by the Lessor on each display panel of the Sign evenly spread through its message display rotation. The time for the display of Community-Oriented Messages for each display panel of the Sign shall be Forty-eight (48) ten (10) second or longer messages per day throughout each day of the month, or seventeen thousand five hundred twenty (17,520) ten (10) second messages per year (total of thirty-five thousand forty (35,040) ten (10) second messages, per year for both display panels). Unused time during any month shall not be accumulated, that time is earned each month and cannot be accrued for any future months. The Lessor shall provide to the Lessee, at its cost, the Community-Oriented Messages in an appropriate electronic format for delivery into the digital display computer system.

17. **MAINTENANCE OF STRUCTURES.** The Lessee shall pay all electricity and utility costs in connection with the Structures, including all costs of installation of any utility. The Lessee shall pay all costs to relocate any utility to the extent necessary to accommodate any improvement to the Premises by Lessor. The Lessee shall keep the Signs and all of their components in a safe and presentable condition. If the federal or any state or municipal government or any department or division thereof having jurisdiction, has or hereafter shall proclaim the Signs or any part thereof as unsafe or as not in conformity with the laws and regulations relating to the construction thereof and any such authority orders or requires any alterations or repairs thereof or installations therein, the Lessee will immediately at the Lessee's own cost and expense rebuild or make such alterations, installations and repairs as may be necessary to comply with such laws, orders or requirements (the validity of which the Lessee shall be entitled to contest). The Lessee will indemnify and save harmless the Lessor from and against all mechanics' liens or claims by reason of such alterations or additions which may be made by the Lessee or its contractors on the Signs.

18. **HAZARDOUS MATERIAL.** The Lessee shall not, without prior written consent of Lessor, cause or permit any Hazardous Material (hereinafter defined) to be kept, used, discharged, leaked, or emitted in or about, or treated at the Premises. As used in this Agreement, "Hazardous Material" shall mean any hazardous, toxic, or radioactive substance, material, matter or waste which is regulated by any federal, state, or local law, ordinance, order, rule, regulation, code, or any other governmental restriction or requirement, and shall include asbestos, petroleum products and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERLA"), as amended, 42 U.S.C. 6901 *et seq.*, the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. 6901 *et seq.* However, "Hazardous Material" shall not include substances which are used in Lessee's ordinary course of business provided, however, that such substances are used, handled, transported, stored and disposed of in strict compliance with any applicable federal, state and local law, rule, regulation, code, ordinance or any other governmental restriction or requirement. If such substances are not so used, handled,



transported, stored or disposed of, then they shall be deemed "Hazardous Material" for purposes of the Agreement.

19. **WAIVERS.** The failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, such consent or approval shall not be effective unless in writing signed by the party whose consent or approval is required and such party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

20. **LESSEE'S TERMINATION RIGHTS.** The Lessee may, at its option, terminate this Agreement if at any time during the Term the Gross Revenue of the Sign in any year is diminished to less than three times the amount of Annual Rent due to a "**Diminution in Value.**" Examples of Diminution in Value of the Sign shall include, but not be limited to: (i) the Sign(s) is obstructed, obscured or visibility to vehicular traffic changes; (ii) the installation, modification or use of the Sign(s) is prevented or restricted by law; (iii) permits or licenses are unavailable, revoked or denied; and (iv) vehicular traffic near the sign is diverted, reduced or obstructed. The Lessee shall provide Lessor thirty (30) days' prior written notice of such termination. The Lessor shall within sixty (60) days of such notice, refund to the Lessee any amount of Annual Rent previously paid by Lessee for the remainder of the month of the Term from the date of said notice.

21. **TERMINATION & RENEWAL.** After said initial term of twenty (20) years expires, this Agreement shall continue on a year-to-year basis if no notice of termination is provided by either of the parties in accordance with the termination provisions herein. Except as otherwise set forth herein, either party hereto may terminate this Agreement only by providing the other party written notice of said termination at least sixty (60) days prior to the end of the Term (or any successive Term, as appropriate).

22. **REMOVAL OF SIGNS.** The Lessee shall remove the Signs, and the structure up to two (2) feet below grade, pave the surface to match the adjacent surface in concrete or asphalt, and restore the Premises to substantially the same condition that existed prior to the installation of the Signs within one hundred twenty (120) days following the termination of this Agreement. In the event that the Lessee shall fail to remove the Signs within one hundred twenty (120) days following the termination of this Agreement, the Lessor may, at its option, remove the Signs; and the Lessee shall reimburse the Lessor for all costs and expenses of the removal. The Lessee shall procure all necessary permits before making any installation, repairs, alterations or other improvements. Lessee has the right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Signs. The Lessor hereby grants the Lessee a limited power of attorney for this purpose.



23. **PROHIBITION OF CERTAIN SIGNS.** Notwithstanding anything contained herein to the contrary, the Lessee shall not use the Signs to advertise for or display images which resemble or promote massage parlors, adult entertainment facilities, cigarettes, smoke shops, "Head Shops," any obscene or pornographic material for distribution to adults or minors, any obscene, nude or semi-nude live performances, nude modeling, rap sessions, a so-called rubber goods shop, sex clubs of any sort, or any product or service that might be illegal under Illinois law.

24. **DEFAULT.**

(a) In the event of a monetary default under this Agreement, the non-defaulting party shall give the defaulting party notice of said default; and the defaulting party shall have fifteen (15) days in which to cure such default. If such default is not timely cured, the non-defaulting party may elect to (i) terminate this Agreement, or (ii) pursue all of its remedies in law and in equity. If such default is for failure to pay rent, and is not timely cured, the non-defaulting party shall seek its remedy at law.

(b) In the event of a non-monetary default under this Agreement, the non-defaulting party shall give the defaulting party notice of said default; and the defaulting party shall have thirty (30) days in which to cure such default. However, if any non-monetary default exists for violation of any covenant made herein, the non-defaulting party shall be entitled to pursue all of its remedies in law or in equity with no right to cure for the defaulting party, notwithstanding the first sentence of this section 10(b).

(c) In addition to (a) or (b) above, in the event, after thirty (30) days' notice, the Lessee has failed pay the Annual Rent, the Lessor may seek payment through the Lease Guarantee Surety Bond.

25. **SIGN OWNERSHIP.** The Lessee shall remain the owner of all Sign and other improvements erected or otherwise installed or brought to the Premises by Lessee, notwithstanding that the Sign and improvements might otherwise constitute real estate fixtures. Lessee shall have the right to remove said Sign and improvements at any time during the Term, subsequent renewals and after the expiration of this Agreement.

26. **CONDEMNATION.** If the Premises, or any part thereof, is condemned by proper authorities except the City of Oakbrook Terrace; taken without the exercise of eminent domain, whether permanently or temporarily, all compensation awarded for any taking, whether for the whole or a portion of the Premises, shall be the sole property of Lessor whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of the fee, or otherwise; and the Lessee hereby assigns to the Lessor all of the Lessee's right and title to and interest in any and all such compensation; provided, however, the Lessor shall not be entitled to, and the Lessee shall have the sole right to retain, any portion of any award made by the appropriating authority allocated to the Lessee's loss of business, or damage to or depreciation of, and cost of removal of the Signs or other leasehold improvements, fixtures, and personalty improvements installed on the Premises by, or at the expense of, the Lessee and for relocation expenses, and to any separate award made by the appropriating authority directly to the Lessee.

27. **LESSEE'S JUDICIAL REMEDIES.** In the event that any statute, ordinance or legal authority may prevent, or be interpreted to prevent, construction, maintenance or display of outdoor



advertising at the subject Premises, the Lessee shall have authority under this Agreement to take all measures it deems necessary and proper to obtain legal approval or authority from all appropriate governmental bodies in the jurisdiction of the subject Premises. The Lessee may continue to pursue its remedies, both administrative and judicial, including litigation and appeals if necessary, until legal authority to construct, maintain and display outdoor advertising at the subject Property is finally approved or finally denied, or until the Lessee at its sole option, abandons its efforts to obtain legal authority for construction, maintenance and display of its Sign. The Lessee shall bear all the costs, fees and expenses incurred in furtherance of its administrative and judicial remedies.

28. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) The Lessor hereby represents, covenants and warrants that (i) the Lessor is the legal owner of the Premises with full right, title and interest thereto; (ii) the Lessor has the full right and authority to enter into this Agreement and to lease the Premises to the Lessee; (iii) there are no liens, pledges, claims, security interests, mortgages, or other matters related to the Premises that are adverse to the rights, title and interests that are being conveyed from the Lessor to the Lessee pursuant to this Agreement; (iv) there are no individuals or entities with any rights or claims to the Premises in contravention of the rights to the Premises being conveyed from the Lessor to the Lessee pursuant to this Agreement other than those of governmental authorities to regulate the use of the Premises; and (v) the Lessor has the rights of access, ingress and egress to (and from) the Premises from the adjacent public right-of-way, has the right to assign said rights, and hereby does assign said rights to the Lessee.

(b) The Lessee (i) represents and warrants that this Agreement has been duly authorized, executed and delivered by and on behalf of the Lessee and constitutes the valid and binding agreement of the Lessee in accordance with the terms hereof.

29. NOTICE OF OWNERSHIP CHANGE. This Agreement runs with the land and shall remain in full force and effect in the event the ownership of the Premises changes. In the event of any change of ownership of the Premises, the Lessor shall notify the Lessee promptly of such change, and the Lessor also shall give the new owner formal written notice of the existence of this Agreement and to deliver a copy thereof to such new owner.

30. ASSIGNMENT. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns for the parties hereto. The Lessee shall not assign its interest in this Agreement without the Lessor's written consent, which shall not be unreasonably withheld.

31. ENTIRE AGREEMENT. This Agreement shall constitute the sole and complete understanding of the parties hereto relating to the matters contained herein and the Premises, unless and until written amendment signed by all parties hereto.

32. PLURALITY AND AGREEMENT BINDING. The word "Lessor" or "Lessee" as used herein shall include "Lessors" or "Lessees." The word "Sign" as used herein shall also include the multiple "Signs" as appropriate. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, successors, and assigns of the Lessee and the Lessor.



33. **NOTICES.** Notices to the Lessor are to be sent to the City of Oakbrook Terrace, 17W275 Butterfield Road, Oakbrook Terrace, Illinois 60181, Attn: City Manager. All notices with regard to this Agreement shall be in writing, and shall be (i) hand delivered; (ii) sent by Certified Mail, Return Receipt Requested; or (iii) sent by overnight delivery with a nationally recognized delivery service (e.g., Federal Express, UPS, etc.). Notices sent to the Lessee are to be sent to GreenSigns Chicago, 770 N. Halsted, Chicago, Illinois 60642. Notices shall be effective as of the date hand delivered or the date of delivery to recipient, as appropriate.

34. **APPLICABLE LAW, JURISDICTION AND VENUE.** This Agreement shall be governed by the laws of the State of Illinois. Any legal proceeding arising out of a dispute relating to this Agreement shall be brought exclusively in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois; and Lessor and Lessee hereby submit to jurisdiction in the State of Illinois and venue in such court.

35. **SEVERABILITY.** If any word, clause, phrase, provision, or portion of this Agreement, or the application thereof by any person or circumstance, shall be invalid or unenforceable under applicable law, such shall not affect, impair or render invalid or unenforceable the remainder of this Agreement; and each such remaining term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

36. **EXERCISE OF RIGHTS.** The failure of Lessor or Lessee to insist, in any one or more cases, upon the strict performance of any of the terms, covenants, conditions or provisions of this Agreement, shall not be construed as a waiver or a relinquishment in the future of any such term, covenant, condition or provision. Lessor for its part, and Lessee for its part, agree that it has carefully read the foregoing Agreement and understands fully the covenants and obligations of both the parties.

37. **MEMORANDUM OF AGREEMENT.** The Lessor and Lessee shall execute the Memorandum of Agreement attached hereto and made a part hereof as Exhibit "B." This Memorandum may be recorded with the Recorder of Deeds or other governing authority, as Lessee deems necessary and appropriate.

38. **ATTORNEYS' FEES.** If either party hereto be made or becomes a party to any litigation commenced by or against the other party involving the enforcement of any of the rights and remedies of such party, or arising on account of the default of the other party in the performance of such party's obligations hereunder, then the prevailing party in any such litigation, or the party becoming involved in such litigation because of a claim against such other party, as the case may be, shall receive from the other party all costs and reasonable attorneys' fees incurred by such party at trial and on appeal in connection with such litigation. The Lessee shall reimburse the Lessor for the reasonable attorneys' fees incurred by the Lessor for the negotiation and preparation of this Agreement and any zoning entitlements related to the Signs.

39. **RECORD RETENTION.** The Lessee shall maintain all records relating to the Agreement which would be subject to inspection and copying under the Freedom of Information Act (5 ILCS 140/1 *et seq.*) in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until the conclusion of the services and the payment of the fee and costs hereunder or until written approval for the disposal of such records is obtained from the Local Records Commission. The Lessee shall make available to the Lessor such records and cooperate fully with the Lessor with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*) by providing full access to and copying of all relevant non-exempt



records within a time period which allows the Lessor to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Title thereto, free of such lien, shall transfer to the Lessor following payment in full of any sums due to the Lessee. The Lessee, however, shall have the right to maintain for its own files and use copies of such reports, documents, and other materials constituting the Lessee's work product.

40. **CERTIFICATIONS.** The Lessee shall submit to the Lessor a certification, attached hereto as Exhibit "B," that the Lessee:

(a) is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(b) is not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

(c) is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

(d) is not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

(e) will provide a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Lessee's workplace;

(b) Specifying the actions that will be taken against employees for violations of such prohibition;

(c) Notifying the employee that, as a condition of employment on such contract, the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(2) establishing a drug-free awareness program to inform employees about:

(a) the dangers of drug abuse in the workplace;

(b) Lessee's policy of maintaining a drug-free workplace;

(c) any available drug counseling, rehabilitation, and employee assistance program; and

d) the penalties that may be imposed upon employees for drug violations;

(3) making it a requirement to give a copy of the statement required by subparagraph 22(e)(1) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;

(4) notifying the Lessor within ten (10) days after receiving notice under subparagraph 22(e)(1)(c)(ii) from an employee or otherwise receiving actual notice of such conviction;

(5) imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

(6) assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

(7) making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(f) provide equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

(g) certify that no officer or employee of the Lessor that has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Lessee in violation of Sections 30.21 and 30.33 of the Code of Oakbrook Terrace, Illinois, adopted by the Lessor pursuant to the requirements of the State Officials and Employees Ethics Act;

(h) has not given to any officer or employee of the Lessor any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Lessee in violation of Section 30.21 and 30.33 of the Code of Oakbrook Terrace, Illinois, adopted by the Lessor pursuant to the requirements of the State Officials and Employees Ethics Act;

(i) is not a part of the immediate family of any officer or employee at or above the level of department head of the Lessor in violation of Section 30.29 of the Code of Oakbrook Terrace, Illinois;

(j) certifies that no Lessor officer, spouse or dependent child of a Lessor officer, agent on behalf of any Lessor officer or trust in which a Lessor officer, the spouse or dependent child of a Lessor officer or a beneficiary is a holder of any interest in the Lessee; or, if the Lessee's stock is traded on a nationally recognized securities market, that no Lessor officer, spouse or dependent child of a Lessor officer, agent on behalf of any Lessor officer or trust in which a Lessor officer, the spouse or dependent child of a Lessor officer or a beneficiary is a holder of more than one percent (1%) of the Lessee, but if any Lessor officer, spouse or dependent child of a Lessor officer, agent on behalf of any Lessor officer or trust in which a Lessor officer, the spouse or dependent child of a Lessor officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Lessee has disclosed to the Lessor in writing the name(s) of the holder of such interest;

(k) nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;

(l) and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;

(m) is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

41. **Equal Employment Opportunity.** In the event of the Lessee's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Human Rights Commission, and the Lessee is cited for non-compliance by the agency empowered to regulate, and if the Lessee is unable to comply it may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and after notice from those agencies and the Lessee's failure to cure this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Lessee shall:



(a) not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization;

(b) if the Lessee hires additional employees in order to perform this Agreement or any portion of this Agreement, the Lessee will determine the availability (in accordance with the Illinois Human Rights Commission's Rules and Regulations) of minorities and women in the areas from which the Lessee may reasonably recruit and the Lessee will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized;

(c) in all solicitations or advertisements for employees placed by the Lessee or on the Lessee's behalf, the Lessee will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service;

(d) will send to each labor organization or representative of workers with which the Lessee has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Lessee's obligations under the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Lessee in its efforts to comply with the Illinois Human Rights Act and Illinois Human Rights Commission's Rules and Regulations, the Lessee will promptly notify the Illinois Human Rights Commission, and the Lessor and will recruit employees from other sources when necessary to fulfill its obligations under this Agreement;

(e) submit reports as required by the Illinois Human Rights Commission's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Human Rights Commission or the Lessor and in all respects comply with the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations;

(f) permit access to all relevant books, records, accounts and work sites by personnel of the Lessor and the Illinois Human Rights Commission for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Human Rights Commission's Rules and Regulations;

(g) include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of this Agreement's obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, the Lessee will be liable for compliance with applicable provisions of this clause by subcontractors; and further the Lessee will promptly notify the Lessor and the Illinois Human Rights Commission in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Lessee will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or

subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations;

(h) will not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Lessee (except where it has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Employment Opportunity clause, and that the Lessee will retain such certifications in its files.

42. **Sexual Harassment Policy.** The Lessee has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

43. **Public Works Employment Discrimination.** The Lessee shall not refuse or deny employment to any person in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor shall any person be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Lessor. The Lessee, or any person on the Lessee's behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Lessor on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Lessee by the Lessor, under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Public Works Employment Discrimination Act (775 ILCS 10/0/01).



IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Effective Date.

Lessee

DIGITAL GREENSIGNS LLC,

By:  _____

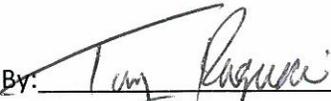
Name: Joseph Mancino
Title: Chief Executive Officer

Address: 770 N. Halsted
City: Chicago State: IL Zip: 60642
Phone #: (312) 624-8550

Tax number of Property: 06-22-200-010

Lessor

CITY OF OAKBROOK TERRACE

By:  _____

Name: TONY RAGUCCI
Title: MAYOR

Address: 17W275 Butterfield Road
City: Oakbrook Terrace State: IL Zip: 60181
Phone #: (630) 941-8300

EXHIBIT "A"

LEASE GUARANTEE SURETY BOND

Digital GreenSigns LLC, as Principal, and _____ as
(Name of Surety)

Surety is held and firmly bound, for one (1) year terms, annually renewable, beginning the Rent Commencement Date of the Sign Lease Agreement, unto the City of Oakbrook Terrace in the penal sum of Fifty Thousand Dollars (\$50,000.00), lawful money of the United States, well and truly to be paid unto the City of Oakbrook Terrace, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the City of Oakbrook Terrace this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written Sign Lease Agreement with the City of Oakbrook Terrace which provides for the payment, in advance, of monthly installments of Annual Rent and for the payment of other sums for which this bond is given and which Sign Lease Agreement is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to pay all sums of money due in accordance with the terms of said Sign Lease Agreement, and has further agreed that this bond shall inure to the benefit of the City of Oakbrook Terrace for any such sums which hereafter become due and that suit may be maintained on such bond by the City of Oakbrook Terrace, for the recovery of any such money due;

WHEREAS, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of _____ to _____. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the principal to file a replacement bond or other security in the event the Surety exercises its right to not renew or cancel this bond (pursuant to paragraph 2 below), shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.

This Bond may be cancelled at any time upon thirty (30) days advance written notice from the Surety to the Obligee.

NOW, THEREFORE, if the said Principal shall promptly pay, in advance, the monthly installments of Annual Rent and promptly pay, when due, such other sums in accordance with the terms of said Sign Lease Agreement and shall hold the City of Oakbrook Terrace and its city council harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said Sign Lease Agreement, then this obligation to be void, otherwise to remain in full force and effect. Surety hereby waives notice of any changes in the Sign Lease Agreement, including extensions thereof. Whenever Principal shall be and is declared to be in default under the Sign Lease Agreement, the City having performed City's obligations thereunder, the Surety shall, after notice of such default, pay to the City of Oakbrook Terrace such sums as may be due under said Sign Lease Agreement. No right of actions shall accrue on this Bond to or for the use of any person or corporation other than the City of Oakbrook Terrace. Whenever Principal shall terminate the Sign Lease Agreement as provided, and is not in default, the Surety shall not be obligated to pay.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of _____, 2013 A.D.



PRINCIPAL

Digital GreenSigns, LLC

By: _____
(Name of Owner or Officer), (Title or Office)

SURETY

_____ By: _____
(Name of Surety) (Signature of Attorney-in-Fact)



STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a Notary Public in and for said county, do hereby
(Name of Notary Public)

certify that _____ of Digital GreenSigns, LLC and
(Name of Managing Member)

_____ as _____ of _____
(Name of individual signing on behalf of Surety) (Office of individual signing on behalf of Surety) (Name of Surety)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Principal and Surety, appeared before me this day in person and acknowledged respectively, that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2013.

Notary Public

My commission expires _____



EXHIBIT "B"

LESSEE'S CERTIFICATION

The certifications of the managing member of and on behalf of Digital GreenSigns, LLC (the "Lessee") are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace (the "Lessor") in entering into the Sign Lease Agreement with the Lessee. The Lessor may terminate the Sign Lease Agreement if it is later determined that the Lessee rendered a false or erroneous certification.

The undersigned hereby certifies that the Lessee hereby represents and warrants to the Lessor that the Lessee, and its members holding more than five percent (5%) of the outstanding membership interests are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy; and
- (D) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Lessee hereby represents and warrants to the Lessor, that the Lessee:

- (A) will provide a drug-free workplace by:
 - (1) publishing a statement:
 - (a) notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Lessee's workplace;
 - (b) specifying the actions that will be taken against employees for violations of such prohibition;
 - (c) notifying the employee that, as a condition of employment on such contract, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - (2) establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) Lessee's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and



- (d) the penalties that may be imposed upon employees for drug violations;
 - (3) making it a requirement to give a copy of the statement required by subparagraph (A)(1) to each employee engaged in the performance of the Agreement and to post the statement in a prominent place in the workplace;
 - (4) notifying the Lessor within ten (10) days after receiving notice under subparagraph (A)(1)(c)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - (5) imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (6) assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- (B) provide equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.
- (C) certify that no officer or employee of the Lessor that has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Lessee in violation of Sections 30.21 and 30.33 of the Code of Oakbrook Terrace, Illinois, adopted by the Lessor pursuant to the requirements of the State Officials and Employees Ethics Act.
- (D) have not given to any officer or employee of the Lessor any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Lessee in violation of Section 30.21 and 30.33 of the Code of Oakbrook Terrace, Illinois, adopted by the Lessor pursuant to the requirements of the State Officials and Employees Ethics Act.
- (E) are not a part of the immediate family of any officer or employee at or above the level of department head of the Lessor in violation of Section 30.29 of the Code of Oakbrook Terrace, Illinois.
- (F) certify that no Lessor officer, spouse or dependent child of a Lessor officer, agent on behalf of any Lessor officer or trust in which a Lessor officer, the spouse or dependent child of a Lessor officer or a beneficiary is a holder of any interest in the Lessee; or, if the Lessee's stock is traded on a nationally recognized securities market, that no Lessor officer, spouse or dependent child of a Lessor officer, agent on behalf of any Lessor officer or trust in which a Lessor officer, the spouse or dependent child of a Lessor officer or a beneficiary is a holder of more than one percent (1%) of the Lessee, but if any Lessor officer, spouse or dependent child of a Lessor officer, agent on behalf of any Lessor officer or trust in which a Lessor officer, the spouse or dependent child of a Lessor officer or a beneficiary is a holder of less than one percent (1%) of the Lessee, the Lessee have disclosed to the Lessor in writing the name(s) of the holder of such interest.
- (G) nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential



Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person.

(H) and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

(I) are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

If any certification made by the Lessee or term or condition in this contract changes, the Lessee shall notify the Lessor in writing within seven (7) days.

Dated: _____, 2013.

Digital GreenSigns, LLC

By: _____,
_____, Managing Member

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____, known to me to be the managing member of the Lessee, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his free act and deed.

Dated: _____, 20132

Notary Public

