

Bond Number _____

IRREVOCABLE POLE AGREEMENT BOND

SURETY:

Name: _____

Address: _____

Telephone Number: _____

OBLIGEE:

City of Naperville
400 S. Eagle Street
Naperville, IL 60540
Attention: City Clerk

PRINCIPAL:

Name: _____

Address: _____

Telephone Number: _____

PRINCIPAL'S BOND BROKER:

Name: _____

Address: _____

Telephone Number: _____

Amount of Bond: _____

Pole Attachment Agreement (date): _____

Permit # _____

City Pole #: _____

KNOW ALL MEN BY THESE PRESENTS, _____, as
PRINCIPAL, a corporation organized and existing under the laws of the State of _____,
and authorized to do business in the State of Illinois, and _____ as
SURETY, a corporation organized and existing under the laws of the State of _____,
and authorized to transact surety business in the State of Illinois, are held and firmly bound unto
the City of Naperville, Illinois (“CITY”), a municipal corporation and home rule unit of local
government under the laws and Constitution of the State of Illinois, as OBLIGEE, and its

successors and assigns in penal sum of _____ (**\$xx,000.00**) Dollars lawful money of the United States for the payment of which to be made to the OBLIGEE, its successors and assigns. Said PRINCIPAL and SURETY hereby firmly bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally by this Irrevocable Pole Attachment Agreement Bond (hereinafter "**Bond**").

PRINCIPAL has entered into a Pole Attachment Agreement with the OBLIGEE which permits the Principal to install, maintain, and operate small wireless facilities ("**Facilities**") on or about the City Pole designated on page 1 hereof subject to the terms and conditions set forth in said Agreement, and subject to the terms and conditions set forth in the Permit issued pursuant to said Agreement as listed on page 1. Where terms are capitalized herein, but not defined, they are defined in and have the meaning set forth in the Pole Attachment Agreement. Said Agreement, dated as set forth on page 1 hereof, and the Permit issued pursuant thereto (hereinafter cumulatively referenced herein as the "**AGREEMENT**"), are incorporated herein and made part hereof in their entirety by reference.

By issuance of this Bond, the SURETY guarantees PRINCIPAL'S compliance with the terms, conditions, and covenants of the AGREEMENT. If the PRINCIPAL fails to fulfill its obligations under the AGREEMENT, including but not limited to its obligations to timely make payment to the OBLIGEE, to timely and safely remove any equipment and Facilities from any City Pole or right of way, or to adequately restore right-of-way disturbed by or on behalf of the PRINCIPAL, the OBLIGEE may declare a default by the PRINCIPAL hereunder.

Upon written declaration of default by the OBLIGEE to the PRINCIPAL and SURETY, the SURETY shall, at the option of the OBLIGEE: (i) undertake and complete any obligations provided for by the AGREEMENT identified by OBLIGEE which the PRINCIPAL failed to

perform or performed incompletely or inadequately; or (ii) pay to the OBLIGEE or the PRINCIPAL (as directed by the OBLIGEE) such amounts up to the principal amount of this Bond which will allow the OBLIGEE or the PRINCIPAL, or their designee, to undertake and complete any obligations provided for by the AGREEMENT identified by OBLIGEE which the PRINCIPAL failed to perform, or performed incompletely or inadequately. Failure of the SURETY to honor OBLIGEE'S demand within ten (10) business days shall constitute dishonor.

The obligations of SURETY under this Bond are not dependent upon the financial solvency of the PRINCIPAL and as such shall continue even if the PRINCIPAL is the subject of bankruptcy proceedings or no longer exists as a legal entity. The consent of the PRINCIPAL shall not be required prior to the OBLIGEE seeking payment and/or performance hereunder or prior to the SURETY making payment and/or performing hereunder.

The terms of the undertaking between the SURETY and OBLIGEE under this Bond shall not in any way be modified, amended, amplified or limited without the specific written agreement of the OBLIGEE, the SURETY, and the PRINCIPAL. This Bond shall not be canceled or terminated until released by the written consent of the OBLIGEE.

The SURETY further agrees and commits to pay the OBLIGEE six percent (6%) pre-judgment interest and the OBLIGEE'S attorneys' fees costs (in-house or outside counsel) reasonably incurred in the enforcement of this Bond if it is wrongfully dishonored by SURETY. Said payment is in addition to any other remedy to which OBLIGEE may be entitled.

The laws of the State of Illinois shall control any dispute or action arising out of this Bond. Any legal action to enforce any right or obligation arising out of the enforcement of this Bond shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

IN WITNESS WHEREOF, we have set our hands and seals this _____ day of
_____, 20__.

By: _____
PRINCIPAL

By: _____
SURETY