

VILLAGE RIGHT-OF-WAY LICENSE AGREEMENT

This Village Right-Of-Way License Agreement (hereinafter the "Agreement") is made and entered into as this 23rd day of October, 2025, by and between the **Village of Homer Glen, Will County, Illinois**, an Illinois Municipal Corporation, (hereinafter referred to interchangeably as the "Village" or "Licensor") and **DELTA COMMUNICATIONS, LLC d/b/a CLEARWAVE FIBER**, an Illinois Limited Liability Company (hereinafter referred to interchangeably as the "Company" or "Licensee"). The Village and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

WHEREAS, the Village owns or controls various public ways within the corporate limits of the Village, including but not limited to highways, roads, streets, lanes, alleys, paths, curbs, sidewalks, bridges, overpasses, underpasses, tunnels, parks, parkways, playgrounds, waterways, easements, or other public ways and public rights-of-way (hereinafter "Public Ways"); and,

WHEREAS, Licensee desires to utilize portions of the Village's Public Ways for the installation of communications facilities, including, without limitation, fiber-optic cabling, aerial pole attachments, conduits, access manholes, pull vaults, and other similar equipment, devices and appurtenances (the "Facilities"), in certain sections of said Village's Public Ways; and

WHEREAS, the Village has agreed to grant to Licensee a non-exclusive license to utilize the Village's Public Ways (hereinafter referred to interchangeably as "License Premises" or "ROWS" or Public Ways), and to apply for site-specific permits, each of which shall describe the specific location(s) and portion(s) within the License Premises that Licensee requests to utilize and install Facilities, all for subsequent uses of the Public Ways, in accordance with and subject to the terms, conditions, and limitations of this Agreement; and

WHEREAS, the Village has the right and power to regulate and permit the installation, attachment, operation and maintenance of communications facilities upon public property and in the Public Ways within its municipal boundaries; and

WHEREAS, regulation of the deployment of communication facilities within Village's Public Ways can be accomplished through the use of site-specific permitting, managed and controlled by the Village; and

WHEREAS, the Village has agreed to grant to Licensee a non-exclusive license to use the License Premises described above, and to apply for site-specific permits, all in accordance with and subject to the terms, conditions and limitations of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, and obligations contained herein and other good and valuable consideration received by each party, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement in their entirety.

2. Grant of License. The Village hereby grants to Licensee a non-exclusive license, privilege and permission to enter upon the Village's Public Ways and to use the License Premises described above, in accordance with the Village's Right-of-Way Permit approval process (hereinafter the "License"), for the purposes hereinafter set forth, subject, however, to the terms, conditions and limitations of this Agreement. The License herein granted shall be subject to all existing utility easements, if any, located within the Village's Public Ways, or any other easements, conditions, covenants or restrictions of record. Prior to conducting any work in the License Premises for the first time, Licensee shall provide the Board of Trustees of the Village of Homer Glen (the "Village Board") with a high-level plan outlining the scope of its intended use of the License Premises for installation of Facilities (the "Initial Buildout Plan"). The Village Board shall review the Initial Buildout Plan and shall have the sole exclusive right and discretion to either approve or disapprove the Buildout Plan. If, after disapproval, the Parties cannot mutually agree upon the scope, design and intended use of the Buildout Plan, either Party may declare this Agreement null and void, at which time this Agreement shall terminate in its entirety.,

3. Term. This Agreement shall commence as of the date of this Agreement and shall continue for a period of five (5) years, unless otherwise sooner terminated as provided for herein.

4. Fees and Service. For so long as: (a) the Village imposes a simplified municipal telecommunications tax (35 ILCS 636/5) (or any successor tax) as permitted by law, and (b) the Licensee collects and remits said tax on the applicable services provided by Licensee, no fees or other amounts shall be due to the Village from the Licensee for the use and occupancy of the License Premises or for the site-specific permits. Notwithstanding, in further consideration for the conditional license granted pursuant to the terms and provisions of this Agreement, the Company agrees and acknowledge that it will not engage in unfair or deceptive billing or servicing practices as set forth in the Illinois Consumer Fraud and Deceptive Business Act, 815 ILCS 505/1, *et seq.*

5. No Interest in Land. Licensee understands, acknowledges and agrees that this Agreement does not create any interest, easement right, estate, or any other property interest in Licensee's favor in the License Premises. The Village retains legal possession and sole, exclusive control of its Right of Ways, and this Agreement merely grants to Licensee the permission to utilize the License Premises described above throughout the term of this Agreement.

6. Title and Condition of ROWs. It is understood and agreed that the Village makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the ROWs; the condition of the underground duct or conduit; other utilities or facilities in the ROWs; any other improvements or soils located in/on the ROWs; or the

suitability of the ROWs for the License's intended use. The Licensee assumes all risks associated with the placement, operation and maintenance of the Facilities within the ROWs and suitability of the ROWs for its Facilities. The Licensee accepts the ROWs in an "As Is, Where Is" condition, including any environmental conditions, and assumes all risk associated within working within and/or utilizing the ROWs. Accordingly, the Village shall not be held liable for any damages or liabilities resulting from any actions that arise because of any claims concerning the title, boundaries or condition of the ROWs.

7. No Vested Right. Notwithstanding any expenditure of money, time and/or labor by Licensee on or within the License Premises, this Agreement shall in no event be construed as to create any property interest, assignment, or any vested right or rights in favor of the Licensee.

8. Limited Scope of License. The purpose of the License is for the Licensee to use the License Premises to construct, install, operate, inspect, maintain, repair, upgrade, replace and remove its Facilities.

9. Location. As part of the permitting process, the Licensee shall provide the Village with an accurate map certifying the proposed locations of its Facilities within the Public Ways each time it submits a permit application. The Licensee shall not locate the Facilities so as to unreasonably interfere with the use of the Public Ways by the Village, by any utility, by the general public or by other persons authorized to use or be present in or upon the Public Ways. The Village agrees, to the fullest extent permitted by applicable law, to hold any information provided by Licensee confidentially, provided that Licensee designates such information as confidential and otherwise complies with the procedures necessary under applicable law to protect the disclosure of such information. Notwithstanding, disclosure of information designated by Licensee as confidential may be made to the following extent:

- (i) as required by law, court order, or subpoena;
- (ii) to the Village of Homer Glen's Officers, Officials, Directors, Trustees, Village Manager, Legal Counsel, and Village Management team to review and assess the Licensee's performance, service, and any other matters related to this Agreement;
- (iii) to comply with the Village's obligations under the Freedom of Information Act; and
- (iv) by the prior, written consent of the Parties to this Agreement;

10. Permitting and Installation. As a condition precedent to Licensee's use of the License Premises, the Licensee shall submit a site-specific permit application for each location. Each permit application shall include all siting, design, and construction information required by the Village's code of ordinances (the "Village Code"), and the Parties agree and acknowledge that, per Section 2 of this Agreement, the Village Board shall have the sole, exclusive right and discretion to approve or disapprove the Initial Buildout Plan, prior to

commencing any work in the License Premises. The Village President, Village Manager, or his or her designee, shall have the sole, exclusive right and discretion to either approve or disapprove deny each site-specific permit application for each location. The installation, operation and maintenance of the Facilities shall comply with all applicable parts of the Village Code, statutes, laws or regulations.

a. The Licensee, in the performance and exercise of any of its authorizations and obligations under this Agreement shall not unreasonably obstruct or interfere in any manner with the Village's Public Ways, all existing utility easements and utility infrastructure, private rights of way, sanitary sewers, sewer laterals, watermains, storm drains, gas mains, poles, aerial and other existing telecommunications facilities, without the express written approval of the Village or the other property owners, including but not limited to utility companies, , and all other owners of the affected property. Licensee shall complete all construction and installation in a good and workmanlike manner, and at no expense to Village. Installation will be undertaken in the name of, or pursuant to contracts or agreements with Licensee.

The Licensee further agrees that the installation of the Facilities will be performed without and trenching or open trenching, but rather by directional boring. If directional boring is not possible for installation of the required Facilities, the Licensee agrees to consult with the Village Engineer or the Village's designee, to determine a method of installation to be used, and to obtain the Village's specific approval to use said method of installation. The Licensee shall not disturb any pavement for the installation, operation, maintenance, or removal of its Facilities, and agrees that: a(i) all movement and storage of equipment and materials shall be confined to the area designated by the Village.; (ii) all surplus excavated material shall be removed from the ROWs and disposed of in accordance with any applicable laws or regulations; (iii) all tree stumps, and other debris resulting from construction operations shall be removed from the ROWs; and (iv)if a utility pole or wireless support structure is within the right-of-way of another agency, documentation that a permit has been applied for from the other agency such as IDOT or Will County, or other state or county permits may be required.

In addition, unless otherwise permitted by law, the Village reserves the right to refuse to approve or authorize any permit application when it determines that space in a ROW is inadequate to accommodate the Licensees Facilities. All terms and conditions contained in this Agreement shall be incorporated into each individual permit obtained for each location.

11. Restoration. Within ten (10) days after initial construction operations have been completed or after repair, relocation or removal of the Facilities, Licensee agrees to (a) replace and grade all topsoil removed or disturbed in connection with such installation, (b) restore all disturbed, removed, or damaged fences, roads, alleys, driveways, parkways, and similar improvements to at least as good a condition as existing immediately preceding the Installation, and (c) re-establish all grass removed in connection with any Installation. This time period may be extended for good cause shown. If weather or other conditions do not permit the complete

restoration required by this Section, the Licensee shall temporarily restore any disturbed property. Such temporary restoration shall be at the Licensee's sole cost and expense and the Licensee shall promptly undertake and complete the required permanent restoration when the weather or other conditions permit such permanent restoration.

For a period of twelve (12) months following any work within the ROWs by the Licensee or any person acting on the Licensee's behalf, except for backfilling which shall be a five (5) year period, the Licensee shall, at its sole expense, be responsible for all costs of restoring any disturbances or damage to the ROWs or any other Village property and for all repairs or damage to Village property cause by the Licensee, its officers, agents, employees, contractors, subcontractors, successors, and assigns, except to the extent that any of the foregoing are caused by the sole negligence of the Village. All such restoration shall be performed in accordance with the Village ROW Policy and to the reasonable satisfaction of the Village.

Disturbed grass areas shall be restored with sod. All open excavations necessary for the installation, repair, relocation, maintenance or removal of the Facilities shall be properly backfilled, and any asphalt pavement or PCC concrete pavement or sidewalk shall be replaced with like-kind and quality of materials and shall be IDOT State approved mix design. The backfill settlement period shall be for five (5) years from the date of paving said backfill, during which time the affected areas shall be maintained by the Licensee at its sole expense in a condition satisfactory to the Village. Under hard surface areas, such as roadways, sidewalks and drives, trench backfill shall be placed and compacted in accordance with the most recent edition of the IDOT Standard Specifications for Road and Bridge Construction and certified by the Village.

In the event the Licensee fails, in a timely manner, to restore any disturbances or make any and all repairs to the ROWs or other Village property as set forth above, the Village may make or cause to be made such restoration or repairs and either: (i) demand payment from Licensee, who shall thereafter agree to pay the reasonable costs of such restoration or repairs upon written demand and receipt by the Licensee of all invoices and documentation supporting the actual costs incurred by the Village; or (ii) demand payment from the security posted by the Licensee, which payment must be received by the Village within thirty (30) days of demand and receipt by the Licensee of all invoices and documentation supporting the actual costs incurred by the Village.

- 12. Environmental.** The licensee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the ROWs in any manner without prior written approval of the Village. The Licensee will take all reasonable steps to assure that the Licensee will not release and regulated material in violation of any federal or state environmental law on the ROWs. The Licensee, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with federal or state law, or directives of the appropriate oversight agency, a release of a regulated material in violation of a federal or state law occurring on the ROWs, to the extent such a release was caused by Licensee. In the event of a release of a regulated material in violation of a state or federal law

on the ROWs by the Licensee, or any claim or cause of action brought against the Village regarding such release, the indemnification provided for in Section 23 shall apply.

13. Relocation of Facilities for Village. Upon receipt of at least sixty (60) days advance written notice, the Licensee shall, at its sole cost, relocate in or remove from the License Premises, any Facilities of Licensee when lawfully required by the Village by reason of traffic conditions, public safety, street abandonment, highway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements. The Licensee shall in all cases have the right of abandonment of part or all of its Facilities. The Village will reasonably endeavor to provide a place to which the Facilities may be relocated, but if no such place is available, then Licensee must relocate the Facilities off the Public Way at its expense. The Village shall not be liable for any costs associated with any such relocation, rerouting or removal of Licensee's Facilities. If Licensee reasonably requires additional time to complete any relocation or removal, the Village will afford Licensee such additional time requested by Licensee provided Licensee uses reasonable efforts to complete all such work in a timely manner.

14. Relocation For Third Party. The Licensee shall, on the request of any third party holding a lawful license or permit issued by Village, protect, support, raise, lower, temporarily disconnect, or relocate in the License Premises as necessary any Facilities of Licensee, provided: (a) the expense of such is paid by said third party benefiting from the relocation, including, if required by the Licensee, making such payment in advance; (b) the Licensee is given reasonable advance written notice to prepare for such changes; and (c) such request does not require unreasonable efforts on the part of Licensee, and would not be reasonably likely to cause damage to or interference with Licensee's Facilities. For purposes of this section, reasonable advance written notice shall be no less than ninety (90) days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

15. Damage to License Facilities. The Village shall not be liable for and the Licensee expressly waives all claims for any damage to or loss of the Licensee's Facilities within the ROWs as a result of in connection with any public works, public improvements, construction, excavation, grading, filling or work of any kind in the ROWs by or on behalf of the Village.

16. Transferability of License. The Licensee's right, title, or interest in the License shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Licensee, without prior written approval of the Village. The Parties understand and acknowledge that the Village's approval under this Paragraph shall be subject to the Village's sole, exclusive discretion,. No such notice or Village approval shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Licensee in its Facilities in order to secure indebtedness. In securing said indebtedness, Licensee agrees and

acknowledges that neither this Agreement, nor the conditional license established herein, authorizes any liens, mortgages, or other encumbrances to be filed, recorded, or otherwise claimed against the Licensed Premises, Village Right of Ways, or any other Village property.

17. Termination. This Agreement and the License herein granted to Licensee may be terminated by the Village prior to the expiration of its term, if after written notice by the Village to Licensee of the occurrence or existence of a default or material breach of this Agreement; provided, however, that prior to such termination, Licensee shall have 30 days from notice, to cure, or commence good faith efforts to cure which shall extend the period of time an additional 30 days to cure such default or material breach. Unless mutually agreed to by the Parties, the total cumulative period of time from notice of default or material breach to curing such default or material breach, shall not exceed 60 days.

18. Removal or Abandonment Upon Termination. At such time as this Agreement and the License herein granted to Licensee is terminated, Licensee shall remove its Facilities located in the License Premises within a reasonable amount of time. With respect to any removal, Licensee shall repair all damage caused in connection with removal and shall restore the areas affected by the Facilities to the condition and appearance in which they were found prior to installation of the Facilities, reasonable wear and tear and damage by casualty excepted. In addition to all other remedies available to the Village at law or in equity, if the Licensee installs its Facilities in a ROW without a permit for that location, the Licensee shall be required to pay the Village the sum of One Thousand Dollars (\$1,000.00) per day, due on the first day of each month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment of the penalty shall not authorize the presence of the Facilities in the specific site without a permit. No action or inaction by the Village with respect to unauthorized use of any Village ROW shall be deemed a ratification or an authorized use. If Licensee fails to comply with any other requirement or requirements of the Village Code, then in addition to all other remedies available to the Village at law or in equity, Licensee shall likewise be subject to all potential penalties pursuant to the Village Code.

19. Insurance. Licensee shall maintain at all times during the term of this Agreement, at Licensee's sole cost, a policy or policies of comprehensive general liability coverage from an insurance company licensed with the State of Illinois or other insurer approved by Licensee with at least Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate limit. Such policy or policies shall provide that the coverage afforded thereunder shall not be canceled, terminated or materially changed until at least thirty (30) days written notice has been given to Village. Licensee agrees to name the Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys as additional insureds on the general liability, auto and umbrella/excess policies. Licensee further agrees that an endorsement naming the above as additional insureds, on a primary, noncontributory basis, must be submitted with the

Certificate(s) of Insurance, and furnished to the Village prior to utilizing the License Premises in any way.

20. Maintenance. During the term of this Agreement, Licensee shall, at Licensee's sole cost and expense, maintain its facilities in the License Premises in good condition and in compliance with any applicable requirements of law. If any Facilities, or work performed in connection therewith, is reasonably determined by the Village to fail to comply with this Agreement, the Village may require Licensee to correct such Facilities or work within a reasonable time after receipt of written notice of the same. If Licensee fails to do so, then the Village shall have the right to perform such maintenance, and Licensee shall pay the Village's direct, verifiable and reasonable costs in doing so.

21.

Reservation of Rights. The Village hereby reserves the right to use the License Premises and all adjacent property of the Village in any manner that will not unreasonably interfere with the Licensee's use of the same, and the Village has the right to grant other non-exclusive easements over, along, on, or across the License Premises.. e

22. Compliance with Law. Licensee shall adhere to and comply in all material respects with all ordinances, laws, rules and regulations that may pertain to or apply to the License Premises and the Licensee's use thereof. Licensee agrees and warrants that it has procured or shall procure any licenses, permits or like permission required by law, if any, to conduct or engage in the use of the License Premises described herein, that Licensee will procure all additional licenses, permits or like permission hereinafter required by law during the term of this Agreement, and that Licensee will keep the same in full force and effect during the term of this Agreement.

23. Indemnification. To the fullest extent permitted by Illinois law and without regard to the availability or unavailability of any insurance, Licensee agrees to protect, defend, indemnify and hold harmless the Village of Homer Glen, and its officers, officials, Village President, Board of Trustees, agents, employees, representatives, volunteers, and attorneys, (hereinafter referred to collectively as "Indemnitees"), from and against any and all claims, demands, losses, damages, causes of action, suits, and liability of every kind, arising from this Agreement, including but not limited to all litigation expenses, court costs, expert fees, and attorneys' fees, ("hereinafter collectively referred to as Claims") for any injury to or death of any person, and any loss of or damage to any property that: (1) is caused, in whole or part by (i) the Licensee, (ii) any sub-Licensee, (iii) Licensee's contractor(s) or subcontractor(s); or (iv) any third-party; and/or (2) caused in part by the Village and any of the other Indemnitees. The Licensee has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence or sole willful misconduct of the Village or its employees or agents. Neither party will be liable for consequential, indirect, punitive, incidental, or special damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort or otherwise, even if the party

was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability or otherwise, however caused, based on any theory of liability. Nothing herein shall be construed as to require Licensee to indemnify the Indemnitees from any and all claims, damages, losses or expenses caused by the Indemnitees' sole negligence. The Licensee's obligations to protect, defend, indemnify and hold harmless shall not be construed to negate, abridge, or otherwise reduce any other right or obligations that the Licensee may have to protect, defend, indemnify, and hold harmless, which would otherwise exist as to any party or person described in this Paragraph. The Licensee shall also protect, defend, indemnify, and hold harmless the Indemnitees from any and all claims, demands, losses, damages, causes of action, suits, and liability of every kind, including but not limited to all litigation expenses, court costs, expert fees, and attorneys' fees, incurred by the Village or any of the Other Indemnitees, by reason of Company's breach of any of its obligations under, or Company's default of any provision of this Agreement.

24. Security. Prior to performing any work in the ROWs, the Licensee shall establish a security fund in the amount of Twenty-Five Thousand Dollars (\$25,000), which shall be provided to the Village, at the Licensee's election, in the form of cash, unconditional letter of credit, or surety bond, in a form acceptable to the Village. This security fund shall serve as security for those purposes set forth in the Village's ROW Policy, including but not limited to the installation of the Facilities in compliance with applicable plans, permits, technical codes and standards, the proper location of the Facilities as specified by the Village, restoration of the ROWs and other property affected by the construction or to satisfy any claims or damages. The Village may draw on the letter of credit or surety, or withdraw cash for the reasons set forth in the Village's ROW Policy and require replenishment by the Licensee in accordance with said Policy.

25. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

To Village:
Village of Homer Glen
14240 W. 151st St.
Homer Glen, IL. 60491
Attn: Joseph D. Baber
Village Manager

To Licensee:
Delta Communications LLC, d/b/a Clearwave Fiber
P.O. Box 808
Harrisburg, IL 62946

With Copy to:
Clearwave Fiber
P.O. Box 1229
Pooler, GA 31322
Attn: Legal Department
legal@clearwavefiber.com

Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given on the third business day following mailing. Notices personally delivered shall be deemed to have been given upon delivery.

26. **Duty to Provide Information.** Within fifteen (15) days of a written request from the Village, the Licensee shall furnish any information requested that is reasonably related to this Agreement, the Licensee granted hereunder, and any business activities related to the Licensee or business operations of the Licensee in the Village.
27. **Taxes.** Subject to Section XX of this Agreement, nothing contained in this Agreement shall be construed to exempt the Licensee from any fee, tax, property tax levy or assessment, which is or may be hereinafter lawfully imposed on it relative to its use of ROWs or its operation of the Facilities, except as limited by the Telecommunications Infrastructure Maintenance Fee Act (TIMFA (35 ILCS 635/10(d))) and timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (SMTT) (35 ILCS 636/5).

28. No Joint Venture or Partnership. This Agreement shall not be construed so as to create a joint venture, partnership, employment, or other agency relationship between the parties hereto.

29. Third-Person Beneficiaries. There are no third-person or third-party beneficiaries of this Agreement.

30. No Personal Liability. No official, director, officer, agent or employee of Village shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.

31. Joint and Collective Work Product. This Agreement is and shall be deemed and construed to be a joint and collective work product of Village and Licensee, and as such, this Agreement shall not be construed against one party as the otherwise purported drafter of the same by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained herein.

32. Force Majeure. Without limiting any other provision of this Agreement, should any event, whether foreseen or unforeseen, outside the reasonable control of Licensee (a "Force Majeure Event") prevent Licensee from timely complying with any provision of this Agreement, the relevant obligation shall be suspended until the earlier of the cessation of the Force Majeure Event, the time at which

Licensee fulfills the relevant obligation, or the date upon which Licensee and the Village agree to an alternative resolution.

33. Severability. The terms of this Agreement shall be severable. In the event any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable, for any reason, the remainder of this Agreement shall remain in full force and effect.

34. Change Of Law; Rights Under Laws. If any federal, state, or local laws or regulations (including, but not limited to, those issued by the FCC or its successor agency) and any binding judicial interpretations thereof (collectively, "Laws") that govern any aspect of the rights or obligations of the Parties under this Agreement shall change after the effective date of this Agreement and such change makes any aspect of such rights or obligations inconsistent with the then effective Laws, then the Parties agree to promptly amend this Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change. This Agreement is not intended to in any way limit or waive either Party's present or future rights under applicable state and federal law.

35. References in Agreement. All references in this Agreement to the singular shall include the plural where applicable, and all reference to the masculine shall include the feminine and vice versa. If either reference shall be declared invalid, such decision shall not affect the validity of any remaining portion that shall remain in full force and effect.

36. Section Headings. Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

37. Binding Agreement on Parties. This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns.

38. Entire Agreement. This Agreement and its exhibits constitute the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

39. Amendment. This Agreement may be changed, modified or amended only by a duly authorized written instrument, mutually agreed and executed by the Parties hereto. Each Party agrees that no representations or warranties shall be binding upon the other party unless expressed in or writing herein or in a duly authorized and executed amendment hereof.

40. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. However, no signature shall be binding upon any one Party, unless all of the signatures to this Agreement are duly executed by all Parties.

41. Choice of Law & Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions. Any legal action or proceeding relating to this Agreement shall be instituted in the Circuit Court of Will County, Illinois, or within the United States District Court for the Northern District of Illinois. The Parties agree to submit to the jurisdiction of, and agree that venue is proper in, said courts in any such legal action or proceeding.

[Signature Page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representatives as of the day and year first above written.

VILLAGE:

By: Joseph D. Baber

Name: Joseph D. Baber

Title: Village Manager

Date: 10/23/25

LICENSEE:

By: 

Name: CHARLES LAWRENCE

Title: President, Residential

Date: 10/23/25