

**LICENSE AGREEMENT FOR THE USE OF VILLAGE RIGHTS-OF-WAY
BETWEEN INTREPID FIBER NETWORKS AND THE VILLAGE OF ORLAND
PARK, IL**

This License Agreement (“Agreement”) is entered into on the ____ day of _____, 2024 (“Effective Date”), by and between the Village of Orland Park, an Illinois municipal corporation (hereinafter referred to as the “Village”) and BIF IV Intrepid OpCo LLC, operating as Intrepid Fiber Networks, a Delaware limited liability company (hereinafter referred to as the “LICENSEE”).

WHEREAS, the Village is the exclusive owner of certain public rights-of-way, and has approved official standards for construction of facilities on the public rights-of-way; and

WHEREAS, the LICENSEE holds an Illinois State-wide Certificate of Authority to Provide Local Niche Services.

WHEREAS, LICENSEE desires to utilize portions of the public rights-of-way within the boundaries of the Village (the “ROW’s”) for the limited purpose of installation and maintenance of fiber optic telecommunications cables, which will be installed on existing utility poles located within the ROW’s; and underground within the ROW’s.

WHEREAS, LICENSEE is not delivering cable service to residents of the Village, and instead is providing fiber optic telecommunications services for the benefit of Village residents and other potential business customers; and

WHEREAS, LICENSEE understands that this Agreement shall not allow LICENSEE to use the Village ROW for the provision of cable services to residents of the Village; and

WHEREAS, in consideration of the payment of a one-time TEN THOUSAND HUNDRED AND 00/100 DOLLAR (\$10,000.00) fee, the Village desires to allow LICENSEE to utilize the ROW for such purposes, subject to the provisions of this License Agreement; and

WHEREAS, in consideration of the payment of a license fee, the Village desires to allow LICENSEE to utilize the ROW’s for such purposes, subject to the provisions of this Agreement; and

WHEREAS, the Village has the authority to enter into this Agreement pursuant to the powers granted it by Article VII, Section 10(a) of the Illinois Constitution of 1970, and finds that entering into this Agreement is in the best interests of the Village, its residents, and the public; and

WHEREAS, LICENSEE is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the parties agree as follow:

1. **Recitals.** The above-stated Recitals are hereby incorporated into this Section 1 as though fully set forth herein.

2. **Grant of License.** For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth herein and compliance with all Federal, State and local laws and regulations, the Village hereby grants a non-exclusive revocable license ("License") to LICENSEE to allow LICENSEE to construct, use, operate, own and maintain a fiber optic and coaxial line (the "System") within the Village's ROW's identified herein. The License granted by this Agreement shall not convey any right, title or interest (including leasehold interest) in the ROW's, but shall be deemed to be a license only to use and occupy the ROW's for the limited purposes stated herein. Furthermore, LICENSEE shall not interfere with the Village's use of the ROWs or the use by other authorized users. This License is subject to the Village's superior right to use the ROWs and the rights of other licensees, utilities, and other entities authorized to use the ROWs.

Prior to installation, LICENSEE shall provide an analysis detailing the anticipated aesthetic, environmental, and physical impact of its facilities. LICENSEE shall not commence installation until all necessary approvals from the Village have been obtained.

LICENSEE acknowledges the Village's commitment to technology neutrality in granting access to the ROW and shall ensure that its use of the ROW does not unduly inhibit the Village's ability to grant similar access to other providers of differing technologies or services.

3. **Compliance with Future Laws and Regulations.** LICENSEE shall comply with all future laws, ordinances, regulations, and standards (collectively, 'Regulations') that affect the operation, maintenance, or presence of LICENSEE's facilities within the ROW. Upon the enactment of any applicable Regulations, LICENSEE shall promptly adapt and modify its facilities and practices to ensure compliance. Failure to comply shall constitute a material breach of this Agreement.

4. **Data and Privacy Protections.** LICENSEE shall comply with all applicable data protection and privacy laws in the operation of its facilities and shall take all necessary steps to protect the transmission and storage of data against unauthorized access, use, alteration, or destruction

5. **Title and Boundaries.** It is understood and agreed that the Village makes no representations or warranties with respect to the condition of the title or boundaries of the ROW, and accordingly, the Village shall not be held liable for any damages or liabilities resulting from any actions, legal or otherwise, that arise because of any adverse claims concerning the title or boundary of the ROW. LICENSEE assumes all risk and responsibility for verifying the condition, title, and boundaries of the ROW for the purposes of this License.

6. **Location and Description of LICENSEE's System.** LICENSEE's System, for which this License herein is granted, consists of the following:

Fiber optic cables will be installed on existing Commonwealth Edison

Company poles pursuant to Agreement executed June 12, 2024 between LICENSEE and Commonwealth Edison. LICENSEE will construct and maintain a fiber optic cable transport and distribution network for residential and other potential customers. LICENSEE shall be the owner of and exclusively responsible for the System within the Village's rights-of-way.

The system will originate from 4 remote optical line terminals (OLT) placed strategically throughout the System (As depicted in Exhibit "A".)

The portion of LICENSEE's System in Village ROWs shall run an aggregate distance of approximately 1,253,600 lineal feet (all underground) and is depicted in Exhibit "A". Subsequent changes and/or extension to this initial aggregate distance shall require LICENSEE to follow standard Village permitting and inspection procedures but will not require amendment to this License Agreement. The entire fiber network will be considered part of this Agreement for purposes of Effective Date and Term.

To maximize the efficient use of ROWs, LICENSEE shall make good-faith efforts to co-locate its telecommunications facilities with other utilities and service providers where possible, and shall not unreasonably refuse requests to share facilities when such sharing will not result in operational impairments to the community.

7. **Term and Payments and Community Benefits.** The License granted by the Village to LICENSEE shall be for a term of fifteen (15) years from the Effective Date of this Agreement. For the initial term, LICENSEE shall pay a license fee in the amount of Ten Thousand Dollars and No Cents (\$10,000.00) to the Village prior to the issuance of any permits. Additionally, LICENSEE shall pay an annual fee of One Thousand Dollars (\$1,000.00) by January 1st of each year for the first ten years of this Agreement.. This Agreement may be renewed by mutual consent of the parties for successive fifteen (15) year terms, provided the LICENSEE is in full compliance with the terms and conditions of this Agreement at the time of renewal. LICENSEE must submit a, written request for renewal of this Agreement at least sixty (60) days prior to expiration of the current term. Unless otherwise provided by law, each renewal will be subject to a License and Annual Fee determined at the time of renewal, based on the proportion of fiber/cable installed compared to the initial installation under this Agreement. In the event the parties cannot agree upon an amount for the License Fee for a renewal term, this Agreement shall terminate and LICENSEE shall remove its System from all Village ROW's and restore all ROW's as specified herein.

LICENSEE shall reimburse the Village for any wear and tear or degradation of Village-owned infrastructure resulting from LICENSEE's use of the ROW, as determined through a periodic review process

8. **Public Notification and Engagement.** Prior to commencing any work that may affect public use of the ROW, LICENSEE shall engage in public notification and outreach as prescribed by the Village to inform affected citizens and minimize inconvenience.

9. **Use of ROW's.** In its use of the ROW's and any work to be performed therein, LICENSEE shall comply with all applicable laws, ordinances, regulation and requirements of

federal, state, county and local regulatory authorities, including the applicable provisions of the Orland Park Municipal Code.

The License and the grant of authority conferred in Section 2 above are non-exclusive. The LICENSEE shall respect the rights and property of Village and other authorized users of streets, sidewalks, easements, power poles, street light poles, vaults, conduits and rights-of-way and adjacent property owners.

10. **Permits.** LICENSEE shall pay all required permits and other fees and obtain all necessary and required permits from the Village for its System prior to performing any work on its System within Village ROW's. LICENSEE shall also provide any necessary security for its work as required by Village ordinance.

11. **Operation and Maintenance:** Except for emergency maintenance (which involves work necessary to address immediate threats to public health or safety, and for which the LICENSEE must notify the Village immediately), LICENSEE will not perform work on, nor make any alterations to, the ROW without first having obtained the written consent or necessary permits from the Village, including any construction permits for telecommunications facilities as required by Village in Title 5 of the Orland Park Municipal Code. Prior to any excavation, soil boring or other work within the ROW, LICENSEE shall notify the Village's Development Services Department and Engineering Department and comply with any applicable federal, state, county and local laws, ordinances, and regulations, including any environmental regulations and all applicable sections of the Orland Park Municipal Code.

JULIE has worked alongside utility companies to preserve the infrastructure that carries critical services like electricity, natural gas, water, communications, Internet, and more to homes, farms and businesses across the state of Illinois. JULIE performs the vital role of connecting homeowners, contractors, municipalities, and others with utility companies to reduce damages to underground utility lines, limit service interruptions, prevent personal injury, and save lives. Intrepid shall coordinate with JULIE to be registered and to be contacted whenever work is to be performed in the Village of Orland Park to ensure damage to their infrastructure is reduced.

Upon notification of location to be marked, Intrepid shall respond to the location to mark their lines based on JULIE timeline guide for emergency repair work (2 hour response time) or standard work (min 48 hours before dig and not past 10 days, not including weekends or holidays).

Unless otherwise stated on any permit or approval from the Village, LICENSEE may not locate or maintain the System in a way that unreasonably interferes with the use of the ROW by the Village, the general public or by other persons authorized to use or be present in or upon the public ways. The Village reserves the right to require LICENSEE, upon written notice, to relocate or modify the System or any of its components within the ROW, either temporarily or permanently, at LICENSEE's expense, unless a third party is responsible for such costs due to legal provisions such as eminent domain, airport improvement, urban renewal, or public transportation projects. LICENSEE agrees to carry out such relocation or modification within a commercially reasonable timeframe. The Village will grant an amendment to this License as needed without further application by LICENSEE. The Village retains the right to disconnect, remove, cut or move any

portion of the System located within the ROW, as the Village may reasonably determine to be necessary in response to any public health or safety emergencies, abandonment of the System by LICENSEE, or following a failure to pay and opportunity to cure as provided under this Agreement. The Village shall provide written notification to LICENSEE as promptly as possible, either before such action is taken or as soon thereafter as circumstances permit.

LICENSEE is responsible for maintaining the System within the ROW in good and safe condition, complying with all applicable federal, state, and local laws and regulations. Maintenance must be conducted according to the reasonable direction and approval of the VILLAGE. Village reserves the right to enter upon and repair any or all damage to the areas surrounding the licensed premises, and if such damage is caused by LICENSEE, then the actual, reasonable and documented cost of such repair will be the responsibility of LICENSEE. Should LICENSEE fail to perform any work required under this Agreement, the Village reserves the right to undertake such work, and LICENSEE shall reimburse the Village for all reasonable costs incurred, within thirty (30) days of receipt of an invoice. This includes work deemed necessary for public health, safety, or welfare.

LICENSEE's installation and operation of its facilities shall not adversely impact the property values or living environment of the surrounding properties. LICENSEE shall take all necessary steps to mitigate any such adverse impacts that are identified by the Village

LICENSEE shall coordinate with the Village's emergency services to ensure its facilities in no way impede emergency responses. LICENSEE must provide emergency contact information and establish a protocol for immediate response and cooperation in the event of an emergency.

12. **Inspection and Oversight.** The Village shall have the right to inspect LICENSEE's facilities and operations at any reasonable time to verify compliance with the terms of this Agreement and all applicable laws and regulations. LICENSEE shall fully cooperate with such inspections and provide all necessary information requested by the Village.

13. **Public Health and Safety Compliance.** LICENSEE shall adhere to all public health and safety regulations in the implementation and operation of its telecommunications facilities. In the event of any incident of non-compliance, LICENSEE shall immediately remedy the situation and prevent further risk to public health and safety.

14. **System Upgrade Requirements.** LICENSEE agrees to upgrade its facilities within the ROW as necessary to comply with technological standards or environmental directives issued by the Village or any federal, state, or local authority. Such upgrades shall be completed within a reasonable time frame as agreed upon by the parties

15. **Damage to LICENSEE's System.** Except to the extent directly and proximately caused by the willful misconduct or grossly negligent acts of the Village, the Village shall not be liable for any damage to or loss of the LICENSEE's System, or any part thereof situated within the ROW. LICENSEE hereby waives any and all claims it may have as a result of such damage or loss, except for claims arising from the aforementioned willful misconduct or grossly negligent acts of the Village.

16. **LICENSEE Form of Business Disclosure.** LICENSEE agrees to complete and maintain on file with the Village a current Disclosure Affidavit, attached as Exhibit “B” to this Agreement.

16. In furtherance of the goals and objectives of this Agreement, the Village intends to share its Geographic Information System (GIS) data with Intrepid. With regard to the Village’s GIS data, Intrepid acknowledges that it is authorized to access and use such GIS data only in connection with this Agreement, will take (and will cause its employees and agents to take) any steps required to avoid inadvertent disclosure of such GIS data, and shall not share such GIS data with any non-employee personnel, unless they execute a non-disclosure agreement binding such personnel to the confidentiality obligations set forth herein

17. **No Transfer or Assignment.**

“Control” means actual working control in whatever manner exercised. “Control” includes, but may not necessarily require, majority stock ownership.

“Proposed Transferee” means a proposed purchaser, transferee, lessee, assignee or person acquiring ownership or control of this Agreement or of the Company.

- A. The Company shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, this Agreement or any of the rights or privileges therein granted, without the prior consent of the Municipality, except that such consent shall not be required for sales, transfers, leases, assignments, subleases or disposals to any parent, subsidiary, affiliate or any person, firm or corporation that shall Control, or be under common Control, with the Company. The consent required by the Municipality shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by Municipality. The Company shall provide no less than thirty (30) days written notice to the Municipality of the details of any transaction described herein that requires Municipality consent. Notwithstanding anything to the contrary in this Section, no Municipality consent is required for transfers to non-affiliates that are currently operating in the Municipality and are in full compliance of all obligations to the Municipality. The Company shall provide no less than thirty (30) days written notice to the Municipality of a transaction covered in this Section to a non-affiliate that it believes is compliant with its obligations to the Municipality.
- B. The requirements of this Subsection shall not, except as set forth below, apply to any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. The Municipality reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days prior notice to the Municipality. This Section shall apply to a change in control of the Company if the successor entity meets any of the following criteria, with a rebuttable presumption that a transfer of control has occurred upon the

acquisition or accumulation by any person or group of persons of fifty-one percent (51%) or more of the voting shares of the Company:

- I. Has ever been convicted or held liable for acts involving deceit including any violation of federal, state or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts; or
 - II. Has ever had a judgment in an action for fraud, deceit, or misrepresentation entered against the proposed transferee by any court of competent jurisdiction; or
 - III. Has pending any material legal claim, law suit, or administrative proceeding arising out of or involving a network and/or equipment similar to that contemplated by this Agreement, except that any such Claims, suits or proceedings relating to insurance Claims, theft of service, or employment matters need not be disclosed; or
 - IV. Is financially insolvent; or
 - V. Does not have the financial and technical capability to enable it to maintain and operate the network and equipment for the remaining term of this Agreement.
- C. If the successor entity meets any of these criteria, the Municipality's consent must be obtained to the transfer of this Agreement or any of the rights provided hereunder. The consent required shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Company by the Municipality.
- D. In seeking the Municipality's consent to any change in ownership or control, the Company shall indicate whether it has failed to comply with any provision of this Agreement at any point during the term of this Agreement.
- E. The consent or approval of the Municipality to transfer by the Company does not constitute a waiver or release of the rights of the Municipality in or to its Public Right-of-Way or easements and any transfer shall by its own terms be expressly subject to the terms and conditions of this Agreement.
- F. Any sale, transfer or assignment of this Agreement will bind the successor in interest to the terms of this Agreement.
- G. Notwithstanding anything contained in this Agreement, the Company may pledge the assets of the Network and Equipment for the purpose of financing provided that such pledge of assets shall not impair the Company or mitigate the Company's responsibility and capability to meet all its obligations under the provisions of this Agreement.

18. **Indemnity/Hold Harmless.** LICENSEE agrees, to the maximum extent permitted by applicable law, to defend, indemnify, and hold harmless the Village, along with its officials, officers, employees, and agents (collectively, the 'Indemnified Parties'), from and against all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including, without limitation, reasonable attorneys' fees and litigation expenses), arising out of or relating to any act or omission of LICENSEE, its affiliates, officers, employees, agents, contractors, or subcontractors that is negligent, reckless, or constitutes willful misconduct in connection with the installation, operation, alteration, repair, maintenance, or removal of the System, or LICENSEE's use of ROW's, or in the provision or offering of services utilizing the System.

LICENSEE shall, at its own cost and expense, rigorously defend all such claims and legal actions brought against the Indemnified Parties, with counsel approved by the Village, which approval shall not be unreasonably withheld. Should any judgment or ruling be made against the Indemnified Parties, LICENSEE shall satisfy and resolve such obligations at its own expense, without regard to any limits of insurance coverage required herein.

Nothing within this Agreement shall be interpreted to obligate LICENSEE to indemnify the Indemnified Parties against any liability resulting from the sole negligence of the Village or any of its officials, officers, employees, or agents. The obligations of LICENSEE under this indemnity provision shall be comprehensive and shall not be limited or diminished by any insurance requirements set forth in this Agreement

19. **Insurance.** LICENSEE shall secure and maintain, at its own expense, the following minimum levels of insurance coverages from inception of work until the Systems is removed from the ROW's and the ROW's have been properly restored as required herein:

- a. Workers Compensation Insurance:— Coverage to meet the statutory limits as prescribed by law.
- b. Employers Liability Insurance: - Coverage with limits of not less than one million dollars (\$1,000,000) per occurrence for each employee and per accident.
- c. Commercial General Liability Insurance: Including, but not limited to, coverage for premises and operations, explosions, collapse, underground hazards (XCU coverages), and products-completed operations, with combined single limits not less than five million dollars (\$5,000,000) per: a. Occurrence for bodily injury or death b. Occurrence for property damage c. Aggregate on a per-project basis for all other types of liability.
- d. Automobile Liability Insurance: Covering all owned, non-owned, and hired vehicles, with limits of not less than one million dollars (\$1,000,000) per accident.

LICENSEE agrees to review and update, if necessary, its insurance coverage annually to reflect the current scope of operations, potential risks, and the Village's exposure, providing updated certificates of insurance to the Village

Contractors and subcontractors engaged by LICENSEE to perform work must either be covered under the LICENSEE's policies meeting these requirements or must themselves maintain equivalent coverages.

Prior to commencing work on the System described herein, LICENSEE shall furnish the Village with the appropriate Certificates of Insurance, and applicable policy endorsements as evidence of the foregoing coverages. LICENSEE shall have Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Orland Park, , its officers, officials, agents and employees" as "additional insureds". Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be Primary and Non-Contributory.

Commercial General Liability Insurance required under this section shall be written on an occurrence basis and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations. The limit must be on a "Per Project Basis". Commercial General Liability, Employers Liability and Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of

underlying policies with the balance provided by Umbrella and/or Excess Liability policies. Workers' Compensation coverage shall include a waiver of subrogation against the Village.

All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with LICENSEE in the State of Illinois. (All insurance carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company)

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be cancelled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

20. **Security.** Prior to performing work in the ROW's, LICENSEE shall establish a security fund in an amount determined by the Director of Public Works or another designee, which shall be provided to the Village in the form of a Construction Bond. This shall serve as security for the purposes various purposes, including, but not limited to, ensuring adherence to the approved plans, permits, and technical specifications during the System's installation, maintaining the proper placement of the System as mandated by the Village, restoring the ROW and any other properties impacted by construction to their original condition, as well as covering any claims, losses, or damages that may arise from construction activities or otherwise.

21. **"As Is, Where Is".** LICENSEE acknowledges and agrees that the ROW is accepted on an "as is, where is" basis. The Village makes no representations or warranties, express or implied, as to the environmental condition of the ROW or any other aspect thereof. LICENSEE assumes all risks associated with the ROW, including but not limited to, any environmental, geotechnical, or physical conditions that may exist or arise. LICENSEE's decision to enter into this Agreement and use the ROW is made solely on the basis of LICENSEE's own investigation and evaluation, and the Village shall not be liable for any conditions present in the ROW.

22. **No Warranties Regarding the ROW.** The Village specifically disclaims any warranties of merchantability, fitness for a particular purpose, title, or non-infringement concerning the ROW. LICENSEE acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement regarding the condition of the ROW or its suitability for LICENSEE's intended use.

23. **Waste Management and Environmental Responsibility.**

- a. **Generation of Waste:** If the activities of LICENSEE under this Agreement result in the production of soil, groundwater, or any other types of waste that require disposal, it shall be the sole responsibility of LICENSEE to manage and dispose of such waste in accordance with all applicable federal, state, and local environmental laws, ordinances, regulations, and guidelines.
- b. **Responsibility for Disposal:** LICENSEE shall, at its own expense, arrange for the transportation and lawful disposal of any such waste. LICENSEE shall ensure that waste

disposal actions are carried out by appropriately licensed and qualified entities and shall maintain records of all such disposal activities as may be required by law.

- c. **Non-Generational Status of the Village:** For the purposes of waste disposal and any associated legal documentation or processes, including but not limited to the signing of manifests required by the United States Environmental Protection Agency (EPA) or any other regulatory authority, the Village shall not be deemed the generator of any waste resulting from LICENSEE's activities.
- d. **Manifests and Waste Paperwork:** LICENSEE shall be the named generator on all mandatory manifests or similar documentation related to the disposal of any waste generated from the activities contemplated by this Agreement. Furthermore, no employee, agent, or representative of the Village shall be required to sign any waste manifests or other regulatory documents concerning the transportation, disposal, or treatment of such waste.
- e. **Indemnification:** LICENSEE agrees to indemnify and hold the Village harmless from any claims, demands, actions, legal or administrative proceedings, damages, liabilities, fines, penalties, and expenses, including attorney fees, related to the generation, management, transportation, and disposal of waste produced by LICENSEE's operations, or related to LICENSEE's failure to comply with any applicable waste disposal regulations.
- f. **Notice of Spill or Contamination:** In the event of any spill, leak, or contamination of soil or groundwater that occurs during LICENSEE's use of the ROW, LICENSEE shall immediately notify the Village and take all necessary steps to contain and remediate the impact in line with environmental laws and best practices.

LICENSEE is prohibited from engaging in any of the following activities within the rights-of-way ('ROW') without securing the VILLAGE's prior written consent: tree or shrub trimming or cutting; alterations to or interference with water drainage; chemical application; and any modification to the ROW's natural topography. Any request for such activities must be submitted to the VILLAGE in writing and receive explicit written permission before any action is taken.

Furthermore, LICENSEE is committed to environmental stewardship and shall take all necessary precautions to prevent the release of any hazardous substances or regulated materials that would contravene federal or state environmental regulations within the ROW. In the circumstance where the LICENSEE is responsible for the release of such regulated materials, LICENSEE agrees to undertake prompt and comprehensive remediation, removal, clean-up, or abatement actions to address such release. This response shall be conducted in full compliance with all pertinent environmental laws and under the supervision of the Village and the appropriate environmental authority, all at the LICENSEE's own expense.

In the event of any release of hazardous substances or regulated materials by LICENSEE resulting in contamination within the ROW, or if any legal claims or actions are initiated against the VILLAGE due to such a release, LICENSEE shall fully indemnify the VILLAGE as outlined in Section 14 of this Agreement. This indemnification will cover all associated costs, including but not limited to, environmental clean-up, legal liabilities, penalties and any other remediation measures required by applicable federal and state environmental statutes or as demanded by the relevant environmental regulatory agencies.

24. **Restoration of Row.** Neither LICENSEE, nor any person acting on LICENSEE's behalf, shall take any action or permit any action to be done which may impair or damage the

ROW or any other VILLAGE property. For a period of 12 months following any work in the ROW by LICENSEE or any person acting on LICENSEE's behalf, LICENSEE shall, at its sole expense, be responsible for all costs of restoring any disturbances or damage to any VILLAGE property and for all repairs or damage to VILLAGE property caused by LICENSEE, its officers, agents, employees, contractors, subcontractors, successors, and assigns, except to the extent any of the foregoing are caused by the negligence of the VILLAGE. All such restoration shall be performed to the reasonable satisfaction of the VILLAGE.

If weather or other conditions do not permit the complete restoration required by this Section, LICENSEE shall temporarily restore the VILLAGE property. Such temporary restoration shall be at the LICENSEE'S sole expense and the LICENSEE shall promptly undertake and complete the required permanent restoration when the weather or other conditions permit such permanent restoration. All open excavations necessary for the installation of the System shall be properly backfilled, and any asphalt pavement or PCC concrete pavement or sidewalk shall be replaced with like-kind and quality materials. Under hard surface areas, such as roadways, sidewalks and drives, trench backfill shall be compacted and certified by the Village Engineer to comply with the VILLAGE construction standards. Under unpaved right-of-way and other natural surfaced areas, backfill material shall be compacted in six-inch (6") lifts with the final six-inch (6") lift being suitable topsoil.

Upon termination of this License Agreement by lapse of time or otherwise, LICENSEE shall remove its facilities from the Village ROW within a period of ninety (90) days and shall redeliver possession of the ROW to the VILLAGE in as good of order, condition and repair, as on the Effective Date, normal wear and tear accepted. Upon termination of this Agreement, LICENSEE shall provide a detailed transition plan for the removal of its facilities and the restoration of the ROW. The plan will include timelines, proposed methods of restoration, and identification of responsible parties. In the event LICENSEE fails, to remove its facilities within said period and/or to restore any disturbances or make any and all repairs to the ROW or other VILLAGE property as set forth above, the VILLAGE may make such restoration or repairs and have the following options:

- a. Demand payment from LICENSEE, who agrees to pay the reasonable costs of such restoration or repairs upon written demand and receipt by LICENSEE of all invoices and documentation supporting the actual costs incurred by the VILLAGE; or
- b. Demand payment from the bond posted by LICENSEE, or other form of security posted, which payment must be received by the VILLAGE within 60 days of demand and receipt by LICENSEE of all invoices and documentation supporting the actual costs incurred by the VILLAGE; or
- c. In the event of nonpayment under a. or b. above, the VILLAGE may terminate this Agreement, with all rights of LICENSEE hereunder being forfeited, and the LICENSEE waives all rights and claims of any kind against the VILLAGE arising out of this Agreement and its termination.

Notwithstanding any provisions to the contrary herein, in the event of an unexpected repair or emergency (“Emergency Maintenance”), LICENSEE may access the ROW and commence such Emergency Maintenance work as required under the circumstances, provided LICENSEE shall give written notification of such work to the VILLAGE as promptly as possible, before such Emergency Maintenance work.

25. **Cancellation, Default, and Termination.** If, during the term of this Agreement, the VILLAGE determines that the ROW is required for public purposes incompatible with this Agreement, and such incompatibility may require LICENSEE to remove, relocate or rearrange the LICENSEE’s facilities, then VILLAGE shall provide written notice to LICENSEE of such fact and LICENSEE shall, within one hundred eighty days (180) of receipt of written notice from the VILLAGE (except in cases of a public emergency and unless delayed by Force Majeure or unless another time period is agreed to by the parties), take the necessary actions to effect such change in position or location of the System at LICENSEE’s sole cost, except as provided by law where a third party may be responsible for the cost of such relocation, including, but not limited to situations of eminent domain, airport improvement, urban renewal, and/or public transportation projects. Such notice from the VILLAGE will specify in reasonable detail the work to be done by LICENSEE, the time frame for completion of such work requested by the VILLAGE and shall identify a suitable alternate location for the placement of the LICENSEE facilities if available. The VILLAGE and LICENSEE shall cooperate in good faith to identify and coordinate the work necessary to minimize the impact of the LICENSEE’S work on the Project. In the event that a suitable alternate location is not available for the Project and the VILLAGE and LICENSEE are unable to identify a feasible alternative to relocation within the 180 day period (including, but not limited to, increasing the depth of the facilities, protecting the facilities in place or making reasonable modifications to the Village's proposed project), then the VILLAGE may terminate this Agreement solely with respect to the portion of the ROW required by the VILLAGE for public purposes. The VILLAGE may revoke this Agreement for any infringement of its conditions, inclusive of, but not limited to:

- a. Construction or operation on the ROW or in the public ways of the VILLAGE without a required license or franchise grant of authorization.
- b. Construction or operation at an unauthorized location. Unauthorized substantial transfer of control of the LICENSEE.
- c. Unauthorized assignment of the LICENSE.
- d. Unauthorized sale, assignment or transfer of LICENSEE’S license assets, or a substantial interest therein.
- e. Material misrepresentation or lack of candor by or on behalf of LICENSEE in any application to the VILLAGE.
- f. Abandonment of telecommunications facilities in the public ways.

- g. Failure to relocate or remove facilities as required in this Agreement.
- h. Failure to pay taxes, compensation, any fees or costs required by the Agreement when and as due the VILLAGE.
- i. Insolvency or bankruptcy of the LICENSEE, either voluntary or involuntary, whether through discharge or restructuring of debt.
- j. Violation of material provisions of this Agreement or of the Orland Park Municipal Code.

In the event that the Village Manager believes that grounds exist for revocation of this LICENSE, he or she shall give the LICENSEE written notice of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the LICENSEE a reasonable period of time not less than thirty (30) days to furnish evidence:

- a. That corrective action has been, or is being actively and expeditiously pursued, to remedy the violation or noncompliance;
- b. That rebuts the alleged violation or noncompliance; or
- c. That it would be in the public interest to impose some penalty or sanction less than revocation.

In the event that LICENSEE fails to provide evidence reasonably satisfactory to the Village Manager as provided above, the Manager shall refer the apparent violation or noncompliance to the Corporate Authorities, who shall provide the LICENSEE with notice and a reasonable opportunity to be heard concerning the matter.

Following a hearing before the Village Manager, the Village Manager shall determine whether to revoke this License or establish some lesser sanction and cure.

26. **No Liens, Mortgages, or Other Encumbrances.** LICENSEE shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the ROW.

27. **Removal of Unauthorized Facilities.** Within thirty (30) days following written notice from the VILLAGE, LICENSEE or any successor in interest, assignee, or other person that owns, controls or maintains any unauthorized telecommunications system, facility or related appurtenances within the ROW or other VILLAGE public ways shall, at its own expense, remove such facilities or appurtenances. If the LICENSEE wishes to abandon use of its cable, ducts or other facilities in the System, LICENSEE shall notify the Village and may, subject to the VILLAGE'S approval, which shall not be unreasonably withheld, permanently abandon the improvements in place. A telecommunications system or facility is deemed unauthorized and subject to removal in the following circumstances:

- a. Upon expiration or termination of an applicable telecommunications license or franchise.
- b. The cessation of utilization of a telecommunications facility within the public ways of the VILLAGE.
- c. If the system or facility was constructed or installed without the prior grant of a required telecommunications license or franchise.
- d. If the system or facility was constructed or installed without the prior issuance of a required construction permit.
- e. If the system or facility was constructed or installed at a location not permitted by the LICENSEE'S telecommunications license or franchise.

28. **No Waiver.** Failure of either party to give timely notice insisting upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein shall not constitute or otherwise be construed as a waiver or relinquishment of that party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

29. **Marking.** Prior to and during any boring, trench or plow installation or relocation of any underground cables or utility line, LICENSEE shall contact J.U.L.I.E. (Joint Utility Locating Information for Excavators) to ascertain the presence and location of existing aboveground and underground facilities within the rights-of-way to be occupied by the proposed facilities and install route markers in accordance with the Illinois Underground Facilities Damage Prevention Act (220 ILCS 50/1). Said markers shall be identified by permanent lettering and color-coding as follows:

Red – Electric power

Yellow – Gas, oil, hazardous materials

Orange – Telecommunications, signals

Blue – Water

Green – Sewer

Such markers, except as otherwise agreed or specified herein, shall meet applicable standards of the American Public Works Association.

30. **No Lease.** The parties agree that this License Agreement confers upon the LICENSEE only a license and right to use the ROW upon the terms set forth herein, and that nothing contained herein is intended to confer upon the LICENSEE a leasehold interest in the ROW or any portion thereof. In the event of default by the LICENSEE, the VILLAGE shall not be obligated to bring a forcible entry and detainer action to terminate LICENSEE'S rights

hereunder, provided termination of LICENSEE'S rights hereunder is available to VILLAGE as a remedy.

31. **Amendments.** This Agreement represents the entire agreement between the parties. No oral changes or modifications of this Agreement shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon necessary and proper signature of the LICENSEE and the Village.

32. **Severability.** In the event that any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

33. **Governing Law; Venue.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The venue for any dispute between the parties shall be Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

34. **Taxes.** Nothing contained in this Agreement shall be construed to exempt LICENSEE from any fee, tax, property tax levy or assessment which is or may be hereafter lawfully imposed, and LICENSEE shall be responsible for the payment of any taxes assessed relative to its use of the ROW's or its operation of the System.

35. **Notice.** Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

If to Village: Village of ORLAND PARK
Attn: Village Manager
14700 S. Ravinia Ave.
Orland Park, IL 60462

If to LICENSEE: BIF IV Intrepid OpCo LLC
Attn: Legal
11001W 120th Ave, Suite 305
Broomfield, CO 80021

Conflict of Interest Declaration: LICENSEE attests that no current or foreseeable conflict of interest exists between its operations in the ROW and any elected official, employee or agent of the Village. LICENSEE shall immediately disclose any conflicts that arise during the term of this Agreement.

IN WITNESS THEREOF, the parties have signed below, effective as of the Effective Date, by their duly authorized representatives.

VILLAGE:

LICENSEE:

VILLAGE OF ORLAND PARK

BIF IV Intrepid OpCo LLC

By: _____

By: _____

Its: _____

Its: _____

Attest: _____

Village Clerk

EXHIBIT “A”

LOCATIONS OF RIGHTS-OF-WAY FOR LICENSEE’S SYSTEM

The information displayed in Exhibit A is for planning purposes and actual locations of Intrepid’s network may change.

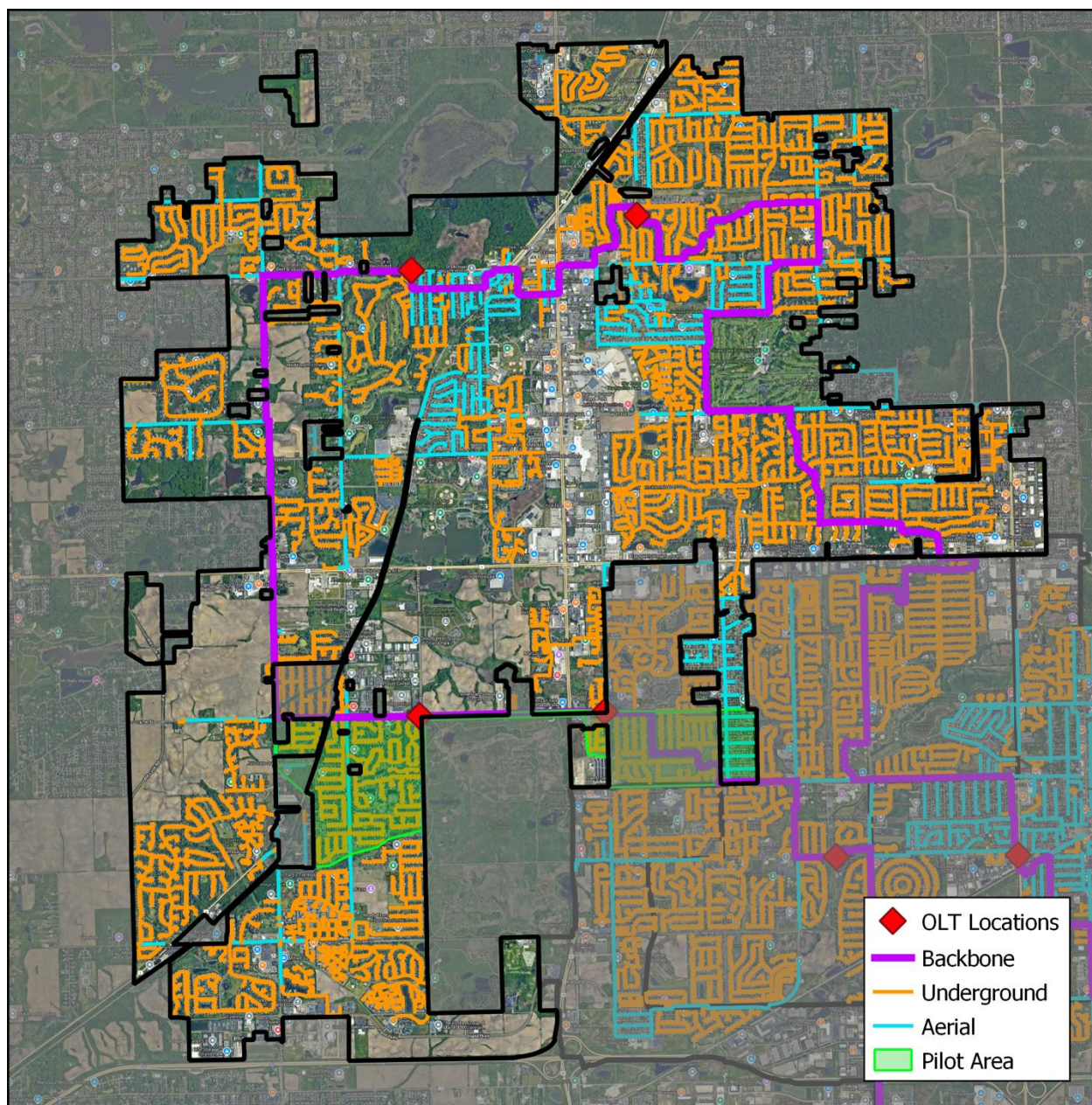


EXHIBIT “B”