

LICENSE AGREEMENT BETWEEN SIGECOM, LLC AND THE VILLAGE OF OAK PARK

THIS LICENSE AGREEMENT ("Agreement") is entered into on the ____ day of _____, 2016 ("Effective Date"), by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village") and Sigecom, LLC d/b/a WOW! Internet, Cable and Phone, an Indiana limited liability company authorized to conduct business in the State of Illinois (hereinafter referred to as the "Licensee").

RECITALS

WHEREAS, the Village is the owner, of certain light and traffic signal poles, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission ("FCC") to Licensee; and

WHEREAS, the Licensee holds a certificate of authority with the Illinois Commerce Commission; and

WHEREAS, Licensee desires to utilize certain portions of the Village's right-of-ways within the boundaries of the Village ("ROWs") for the limited purpose of installation and maintenance of fiber optic underground telecommunications cables, small cellular telecommunications equipment, surface mounted equipment and related equipment (collectively referred to as "Equipment"), within underground conduit located within the ROWs, attached to existing utility poles, and attached to the Village's street light and traffic signal poles ("Poles"); and

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

WHEREAS, the Village desires to allow Licensee to utilize the ROWs, existing utility poles, and the Village's Poles for such purposes, subject to the provisions of this Agreement and applicable law; 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 has submitted proposed plans to the Village for the installation of the Equipment depicted in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Licensee has provide a summary of its facilities broken down by aerial cable, underground cable, surface mounted equipment in the ROW and any equipment mounted to

Village owned Poles and corresponding total fees for said equipment as set forth in Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, Licensee's plan for the Work in the Village's ROWs, on existing utility poles, and on Village Poles, shall include directional subsurface borings and/or trenching for conduit and fiber optic cable and overhead attachment to existing utility poles at a minimum height of fourteen (14) feet over street and driveway surfaces; and

WHEREAS, Licensee is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken and the parties hereto desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to the ROWs and Poles at which the Village may wish to permit Licensee to install, maintain and operate its Equipment as hereinafter set forth.

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. **LICENSEE GRANT.** Pursuant to all of the terms and conditions of this Agreement, the Village shall provide Licensee that certain space on or upon the Village's Poles set forth in Exhibit A and Exhibit B, and certain underground space in the Village's ROWs as also set forth in Exhibit A and Exhibit B, for the installation, operation, repair, upgrading and maintenance of Licensee's Equipment, including antenna(s) and fiber optic cable (also collectively referred to as "System"); together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Village's ROW's and to and from the for the purpose of installation, operation and maintenance of Licensee's ROWs Equipment. The Village Manager or the Village Manager's designee may administratively add such additional locations on or upon the Village's Poles and underground space in the Village's ROWs for Licensee to install, operate, repair, upgrade and maintain its Equipment, subject to the terms of this Agreement, as amended, including, but not limited to, the fees set forth in Section 5.

2.1. In the event there are not sufficient electric and telephone, cable or fiber utility sources located on the Village's or ROW's, the Village grants to Licensee the right to install such utilities on, over and/or under the Village's Poles and ROWs as necessary for Licensee to operate its System, provided the location of such utilities shall be designated by the Village.

2.2. Licensee's ability to use the ROWs and Poles is contingent upon its obtaining after the Effective Date of this Agreement all certificates, permits and other approvals (collectively referred to as the "Governmental Approvals") that may be

required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit Licensee's use of the ROWs and Poles as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner, Licensee shall have the right to terminate its obligation to pay rent for the particular location upon its removal of its Equipment. Notice of Licensee's exercise of its right to terminate shall be given to the Village in accordance with the notice provisions set forth in Section 32 below. All payments paid to said termination date shall be retained by the Village. Upon such termination, the applicable location shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the Licensee shall have no further obligations for the payment of rent to the Village for the particular location. Notwithstanding anything to the contrary in this section, Licensee shall continue to be liable for all rent payments to the Village until all Equipment is removed from the Property.

3. **PERMIT APPROVAL PROCESS.** Licensee shall submit applications to the Village for permits that include detailed drawings, including any required extensions of electric, telephone, cable, or fiber to the applicable ROWs and Poles, and specifications for the Equipment and Licensee shall pay all required permit and other fees to the Village for its work prior to performing any work within the Village's ROWs or on Village Poles. Prior to issuance of a permit, Licensee must provide adequate documentation to demonstrate the proposed Equipment can be structurally accommodated on the proposed Pole or in the ROW. The Village shall use its best efforts to review said applications in a timely fashion. The Village shall have the right to deny any application in the Village's reasonable discretion. The Village shall approve permit applications that meet the following criteria:

3.1. Licensee shall submit a site plan that shows detailed drawings, including the size, surface area, height, and specifications of proposed installation.

3.2. Sites that are not located adjacent to the front yard of a residential building are preferred. For sites that are located on a Pole adjacent to the front yard of a residential building, Licensee shall provide an alternate location. Licensee shall show and explain the difference in service capability between the two sites. If an alternate site is preferred by the Village, the alternate site shall be considered by the Licensee.

3.3. Licensee shall not install devices within 25 feet of any residential building and no closer than 300 feet from any other personal wireless service antenna without the express written consent of the Village.

3.4. Licensee shall not install devices on an existing Pole that extend beyond 10' of the Pole's existing height.

3.5. Licensee shall install pole mounted Equipment at a minimum of 8' feet from the ground.

3.6. Licensee shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.

3.7. Licensee shall paint antennas, mounting hardware, and other devices to match or complement the Pole upon which they are being mounted.

3.8. Licensee shall install landscaping at the base of a Pole with respect to any ground Equipment installed by Licensor on which devices are being installed at the reasonable discretion of the Village.

3.9. Licensee shall be limited to one (1) antenna on each Pole. The antennas shall not exceed a height of three feet (3') or a width of two feet (2').

3.10. If Licensee proposes installation on a Pole that does not meet the structural requirements as deemed necessary by the Village, Licensee shall replace the Pole, upon mutual agreement of the Parties, with the current design at Licensee's cost.

4. **TERM.** The License granted by the Village to Licensee shall be for a period of ten (10) years from the Effective Date of this Agreement as defined herein. This Agreement may be renewed by mutual agreement of the parties for successive five (5) year terms provided the Licensee is in full compliance with the terms and conditions of this Agreement at the time of renewal. Licensee shall make written request for renewal of this Agreement at least sixty (60) days prior to the expiration of the current term.

5. **PAYMENTS.** Payments due for the use of any Poles pursuant to this Agreement shall be a monthly fee of \$300.00 per each Pole to which Licensee attaches its Equipment which shall be due on annual pro rata basis pursuant to Section 5.1 below. Licensee shall pay a monthly license fee of \$300.00 per each location for surface mounted equipment located in the Village's ROWs for a total fee as set forth in Exhibit B which shall be due on annual pro rata basis pursuant to Section 5.1 below. Licensee shall pay an annual license fee, consisting of \$1.00 per linear foot of communications cable installed in the Village's ROWs for a total fee as set forth in Exhibit B. Thereafter, payments due for the use of the Village's Poles and for use of the Village's ROWs shall increase 3% at each annual anniversary of the Effective Date of this Agreement. In addition to the foregoing, Licensee shall reimburse the Village for engineering and legal fees incurred by Owner in the review and approval of this Agreement. The Village shall provide the Licensee with copies of all associated invoices and it is understood between the parties that the Licensee's reimbursement shall not exceed \$5,000.00.

5.1. Annual payments shall be due on or before December 31st during the License term while this License is in effect, with the first payment due upon, or prior to, the Effective Date of this Agreement. All payments shall be paid in lawful money of the United States of America in care of the Village Of Oak Park, 123 Madison Street, Oak Park, Illinois

60302, to the Village's Chief Financial Officer, or at such other place as is designed from time to time in writing by the Village.

5.2. If Licensee fails to make a payment by the due date, this Agreement shall be subject to termination by the Village and said failure shall be considered a default of this Agreement. Further, if a payment is five (5) or more days overdue, such overdue amount shall bear interest at the lower of 18% per annum or the highest legal rate which may be paid in the State of Illinois.

6. **USE OF VILLAGE ROWS AND POLES; MAINTENANCE.** 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 Oak Park Village Code in its use of the Village ROWs and Poles or the performance of any work pursuant to this Agreement. Maintenance of the Licensee's Equipment within the Village's ROWs or on its Poles shall be the responsibility of the Licensee. Licensee's Equipment shall be maintained in good and safe condition and in a manner that complies with all applicable federal, state and local law, regulations and policies. The Village reserves the right to enter upon and repair any and all damage to the Village ROWs and Poles, and if such damage is caused by Licensee or its contractors or subcontractors, then the actual, reasonable and documented cost of such repair shall be the responsibility of the Licensee.

7. **NON-EXCLUSIVE LICENSE.** The License and the grant of authority conferred by this Agreement 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 right-of-ways and adjacent property owners. Licensee's rights and privileges shall be subject to the rights and privileges of others upon whom the Village has conferred contractual rights, or privileges to use the Village's ROWs and Poles prior to the execution of this Agreement, or predecessors to this Agreement. The rights of any parties to which the Village confers any rights to use the Village's ROWS and Poles after Licensee, however, shall be subject to the rights of Licensee as set forth in this Agreement. No use of the Village's ROWs and Poles, however extended, or payment of fees, or other charges required under this Agreement, shall create or vest in Licensee any ownership of property rights in its Poles and ROWs. Licensee's rights herein shall remain a mere license.

8. **GENERAL RESTRICTIONS.** In the event the Village in its reasonable discretion deems it necessary to remove, relocate or replace a Pole or vacate a ROW, the Village shall notify Licensee at least one hundred twenty (120) days prior of the need to remove or relocate its Equipment. In such event, the Village shall provide an option for an alternative location for Licensee to relocate its Equipment which shall be at a mutually agreeable location ("Alternative Premises"). Licensee shall be solely responsible for all costs related to the relocation of its Equipment to the Alternative Premises. In the event that Alternative Premises cannot be mutually agreed upon, Licensee may terminate its obligation to make payments to the Village for said location upon its removal of its Equipment. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and

welfare of the public, the Village shall provide as much notice as reasonably practical under the circumstances. The Village retains the right and privilege to cut or remove any Equipment located in the ROWs as the Village may determine to be necessary, appropriate, and useful in response to any public health or safety emergency. In the instance of a public health or safety emergency the Village shall have no obligation to reimburse the Licensee for the cost or restoration of the Equipment.

9. **ELECTRICAL.** Licensee shall be permitted to connect its Equipment to necessary electrical and telephone service at Licensee's expense. Licensee shall coordinate with utility companies to ensure separate service to Licensee's Equipment for Licensee use. In the event that Licensee can obtain separate electrical service with a separate meter measuring usage, the Licensee shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, Licensee may use existing service at Licensee's expense upon the Village's prior approval. In the event that Licensee uses existing utility service pursuant to the Village's approval, the Parties agree to either: i) attempt to have a submeter installed, at Licensee's expense, which shall monitor Licensee's utility usage (with a reading and subsequent bill for usage delivered to Licensee by either the applicable utility company or the Village); or ii) provide for an additional fee payable to the Village for Licensee's utility usage.

9.1. **TEMPORARY POWER SOURCE.** Licensee shall be permitted at any time during the term of this Agreement to install, maintain and/or provide access to and use of, as necessary (during any power interruption), a temporary power source, and all related Equipment and appurtenances within the Village's ROWs or on its Poles, or elsewhere at such locations as reasonably approved by the Village. Licensee shall be permitted to connect the temporary power source to its Equipment in areas and in a manner approved by the Village.

10. **INTERFERENCE.** Licensee shall install Equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of the Village or other Village licensees which existed prior to the date this Agreement is executed by the Parties. In the event any after-installed Licensee's Equipment causes such interference, and after the Village has notified Licensee in writing of such interference, Licensee shall take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Licensee's option, powering down such Equipment and later powering up such Equipment for intermittent testing.

11. **RESTORATION OF ROWS.** Within ten (10) days after initial construction operations have been completed or after repair, relocation or removal of any of Licensee's Equipment, Licensee shall grade and restore all areas of the Village's ROWs, Poles, or other property disturbed or damaged by construction operations to the same or better condition to that which existed prior to the work. All disturbed or damaged grass areas shall be restored with sod.

11.1. In the event Licensee fails, in a timely manner, to restore any the Village's ROWs, Poles, or other property, the Village may make or cause to be made 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 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 Licensee of all invoices and documentation supporting the actual costs incurred by the Village.

11.2. If Licensee fails to make a payment pursuant to Section 11.1 above or Section 11.3 below by the due date, this Agreement shall be subject to termination by the Village and said failure shall be considered a default of this Agreement. Further, if a payment is five (5) or more days overdue, such overdue amount shall bear interest at the lower of 18% per annum or the highest legal rate which may be paid in the State of Illinois.

11.3. In the event that the Licensee fails to properly restore the Village's ROWs or other property or repair any damage caused to areas outside the boundaries within twenty-one (21) days of the effective date of the written notice from the Village demanding the repair, the Village shall have the right to take such action as it deems necessary to perform the restoration work or repair the damage, including the authority to engage the services of an independent contractor and to utilize the restoration bond deposited with Village pursuant to Section 5. If the costs and expenses incurred by the Village in performing the restoration or repair work exceeds the amount of the restoration bond deposited with the Village the Licensee shall be responsible for reimbursing the Village for the additional costs and expenses in excess of the amount deposited within ten (10) days of service of the Village's written demand of service.

12. **DAMAGE TO LICENSEE'S SYSTEM.** Unless directly and proximately caused by the willful, intentional or malicious acts of the Village, the Village shall not be liable for and Licensee expressly waives all claims for any damage to or loss of Licensee's Equipment located in the Village's ROWs or on the Village's Poles.

13. **LICENSEE FORM OF BUSINESS DISCLOSURE.** Licensee agrees to complete and maintain on file with the Village a current Disclosure Affidavit, attached as Exhibit C to this Agreement.

14. **NO TRANSFER OR ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. During the term of this Agreement, Licensee acknowledges and agrees that it does not have the right or authority to transfer or assign this Agreement or any interest herein without the prior written consent of the Village, which will not be reasonably withheld or delayed; provided, however, this Agreement may be assigned by the Licensee without consent to an affiliate, or to a successor in connection with a merger, reorganization or sale of all or substantially all of Licensee's assets or ownership.

15. **INDEMNITY/HOLD HARMLESS.** To the fullest extent permitted by law, Licensee shall defend, indemnify, keep and hold harmless the Village and its officials, officers, employees, volunteers and agents from and against all injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may arise out of, or result from, directly or indirectly, any negligent, careless or wrongful acts or omissions or from the reckless or willful misconduct of Licensee, its affiliates, officers, employees, agents, contractors or subcontractors in the installation, operation, relocation, repair, maintenance or removal of the Licensee's Equipment located in the Village's ROWs or on its Poles or Licensee's use of the Village's ROWs or its Poles, and in providing or offering service through the use of Licensee's Equipment.

15.1. Licensee shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village and its officials, officers, employees, volunteers and agents in any such action, Licensee shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Licensee to indemnify the Village for its own negligence.

15.2. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder.

15.3. Licensee shall require any of its contractors or subcontractors to indemnify, hold harmless and defend the Village, its officers, officials, agents, employees and volunteers as set forth in this Section 15.

16. **INSURANCE.** Licensee shall maintain, at its own expense, the following minimum levels of insurance until all of its Equipment is removed from the Village's ROWs or Poles and the and the ROW's and Poles have been properly restored as required herein:

16.1. Workers' Compensation – Statutory limits in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees of Licensee, and in case work is performed by a contractor or subcontractor, the Licensee shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work and are not protected under workers' compensation insurance, Licensee shall provide, and shall cause each contractor or subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

16.2. Employers Liability - \$1,000,000 per employee and \$1,000,000 per accident

16.3. Commercial General Liability, including premises, operations, explosion, collapse, and underground hazard (commonly referred to as "X", "C", and "U" coverages) and products-completed operations coverage with limits not less than:

16.3.1. Five million dollars (\$5,000,000) for bodily injury or death to each person for each occurrence;

16.3.2. Five million dollars (\$5,000,000) for property damage resulting from any one accident for each occurrence; and

16.3.3. Five million dollars (\$5,000,000) for all other types of liability

16.4. Automobile Liability for all owned, hired and non-owned automobiles - \$1,000,000 each accident. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other Equipment required to be licensed, covering personal injury, bodily injury and property damage.

16.5. Umbrella, each occurrence/aggregate in the amount of \$5,000,000.00.

16.6. If the Licensee is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

16.7. Prior to commencing work on the System described herein, Licensee shall furnish the Village with the appropriate Certificates of Insurance, and applicable policy endorsements. Licensee shall have Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Oak Park, its officers, officials, agents, volunteers 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 and shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, agents, volunteers and employees.

16.8. Commercial General Liability Insurance required under this section shall be written on an occurrence form 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 and its officers, officials, agents, employees and volunteers. Licensee further waives and shall require its insurer(s) to waive their rights of subrogation against the Village and its officers, officials, agents, employees and volunteers.

16.9. All insurance provided pursuant to this section shall be effective 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.

16.10. 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.

17. **SECURITY.** At the time of this Agreement becomes effective, Licensee shall furnish to the Village either (1) a bond in the amount of Fifty-Thousand Dollars (\$50,000.00), in a form and with a surety acceptable to the Village, or (2) an irrevocable letter of credit in the amount of Fifty-Thousand Dollars (\$50,000.00), in a form acceptable to the Village and from a financial institution insured by the Federal Deposit Insurance Corporation, to guarantee the payment of all sums which may at any time become due from Licensee to the Village under the terms of this Agreement (except such sums as are covered by the insurance provided under Section 16), including, but not limited to, sums due for annual license fees or work performed for the benefit of Licensee under this Agreement and for the removal of Equipment upon termination of this Agreement. Such bond or irrevocable letter of credit shall be kept in force in the full sum of Fifty-Thousand Dollars (\$50,000.00) during the life of this Agreement, without any reduction for payment or payments made thereunder, except that the sum shall be reduced by any payment or payments made on the final termination of this Agreement. The amount of the bond or irrevocable letter of credit may be renegotiated, adjusted, waived or some other arrangement substituted therefore, only by mutual written agreement of the Village and Licensee.

18. **TERMINATION.** Licensee may terminate this Agreement by giving written notice pursuant to Section 32 to the Village specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.

18.1. This Agreement may be terminated by the Village for the following reasons in addition to those set forth herein:

18.1.1. A breach or default of the terms of this Agreement where Licensee fails to cure such material violation within thirty (30) days after receipt of written notice by Village which identifies the violation.

18.1.2. The failure of Licensee to comply with all applicable local, State and Federal laws, rules, regulations in any way governing or applying to Licensee's System.

18.1.3. Licensee made fraudulent, false, misrepresenting, or materially incomplete statements in seeking this Agreement or in any permit application.

18.1.4. Construction of its System contrary to the plans and specifications approved by the Village.

18.1.5. Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.

18.1.6. Licensee transfers this License without Village approval as required herein.

18.1.7. Licensee ceases its business operations, or otherwise abandons the System, unless such abandonment is temporary due to events beyond the reasonable control of Licensee.

18.1.8. Licensee's physical presence or presence of Licensee's System on, over, above, along, upon, under, across or within the ROWs presents a direct or imminent threat to the public health, safety or welfare.

18.1.9. Failure to provide the required traffic control; and to respond to requests from the Village to correct such deficiencies within a reasonable time.

18.2. Upon the termination of this License, whether by either party and for whatever reason, Licensee shall remove Licensee's System from the Village's ROWs within ninety (90) days of such termination, and shall perform all restoration work to the ROWs as required this Agreement, the Village Code and Village policies.

19. **DEFAULT/BREACH.** If Licensee shall default in any material obligation under this Agreement, the Village, in addition to all other legal and equitable remedies that it may pursue or obtain or have, may:

19.1. Require the obligation be fulfilled, in which event, in each such instance, Licensee shall be obligated to reimburse the Village for the cost thereof,

19.2. If the obligation cannot be remedied, the Village may terminate Licensee's use of particular Poles or ROWs covered by this Agreement; or

19.3. The Village may, at its option, terminate this Agreement in its entirety.

19.4. After service of written notice of a default or breach by the Village to Licensee, the Licensee shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed ninety (90) days, as may be required beyond the thirty (30) days if the Licensee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the Licensee subsequent to the 30 day cure period, as potentially extended to ninety (90) days based on circumstances.

20. **CASUALTY.** In the event of damage by fire or other casualty to a Pole or ROW that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or ROW is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Licensee's operations at the Pole or ROW for more than forty-five (45) days, then Licensee may, at any time following such fire or other casualty, provided the Village has not completed the restoration required to permit Licensee to resume its operation at the ROW or Pole, terminate this Agreement for said location upon fifteen (15) days prior written notice to the Village. Notwithstanding the foregoing, the payment due for said location shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Licensee's use of the ROW or Pole is impaired.

21. **REMOVAL AT END OF TERM.** Licensee shall, upon expiration of the Term, or within ninety (90) days after any earlier termination, remove its Equipment and restore the Pole, ROW or other property to its original condition, reasonable wear and tear and casualty damage not caused by Licensee excepted. The Village agrees and acknowledges that all of the Equipment of Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Licensee to remain in the ROW or on the Pole after termination of this Agreement, Licensee shall make payment(s) at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the Equipment is completed.

22. **RIGHTS UPON SALE.** Should the Village, at any time during the term of this Agreement decide to sell or transfer all or any part of its ROW or its Poles, such sale or transfer shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Licensee's rights hereunder and under the terms of this Agreement.

23. **APPLICABLE LAWS.** During the Term, the Village shall maintain its ROWs or Poles and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). Licensee shall, in respect to the condition of the ROWs and Poles and at Licensee's sole cost and expense, comply with (a) all Laws relating solely

to Licensee's specific and unique nature of use of the ROW or Pole; and (b) all building codes requiring modifications to the ROW or Pole due to the improvements being made by Licensee in the ROW or Pole. It shall be the Village's obligation to comply with all Laws relating to the ROW or Pole in general, without regard to specific use (including, without limitation, modifications required to enable Licensee to obtain all necessary building permits).

24. **ENTIRE AGREEMENT.** This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

25. **SAVINGS CLAUSE.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

26. **NON-WAIVER OF RIGHTS.** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

27. **AMENDMENTS.** This Agreement represents the entire agreement between the parties. No oral changes or modifications of this Agreement shall be permitted or allowed. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. Changes or modifications to this Agreement shall be made only in writing and upon necessary and proper signature of the Licensee and the Village.

28. **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.

29. **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.

30. **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 Village's Poles or ROWs or its operation of the System.

31. **NO WAIVER.** The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

32. **NOTICE.** Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: villagemanager@oak-park.us

If to the Licensee:

Mike Healy
Sigecom, LLC
1674 Frontenac Road
Naperville, Illinois 60563
Email: michael.healy@wowinc.com

32.1. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

32.2. Notice by electronic shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

33. **BINDING AUTHORITY.** The individuals executing this Agreement on behalf of the Licensee and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

34. **SUCCESSORS AND ASSIGNS.** The Village and the Licensee each bind themselves and their partners, successors, executors, administrators, successors, personal representatives, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants off this Agreement. Except as above, neither the Village nor the Licensee shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Licensee.

35. **HEADINGS AND TITLES.** The headings or titles of any provisions or sections of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

36. **COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.** This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

37. **EFFECTIVE DATE.** As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village manager for the Village of Oak Park executes this Agreement as set forth below.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

By: _____
By: Cara Pavlicek
Its: Village Manager

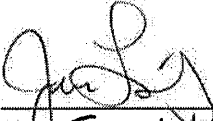
Date: _____, 2016

ATTEST

By: _____
By: Teresa Powell
Its: Village Clerk

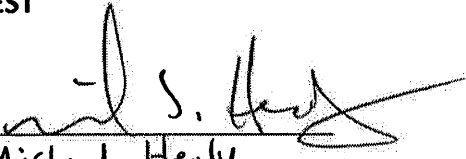
Date: _____, 2016

**SIGECOM, LLC D/B/A WOW! INTERNET,
CABLE AND PHONE**

By: _____
By: 
Its: VP, Backhaul Operations

Date: Dec. 1, 2016

ATTEST

By: _____
By: 
Its: Government Affairs Manager

Date: Dec. 1, 2016

EXHIBIT A - LOCATIONS OF RIGHTS-OF-WAY FOR LICENSEE'S SYSTEM

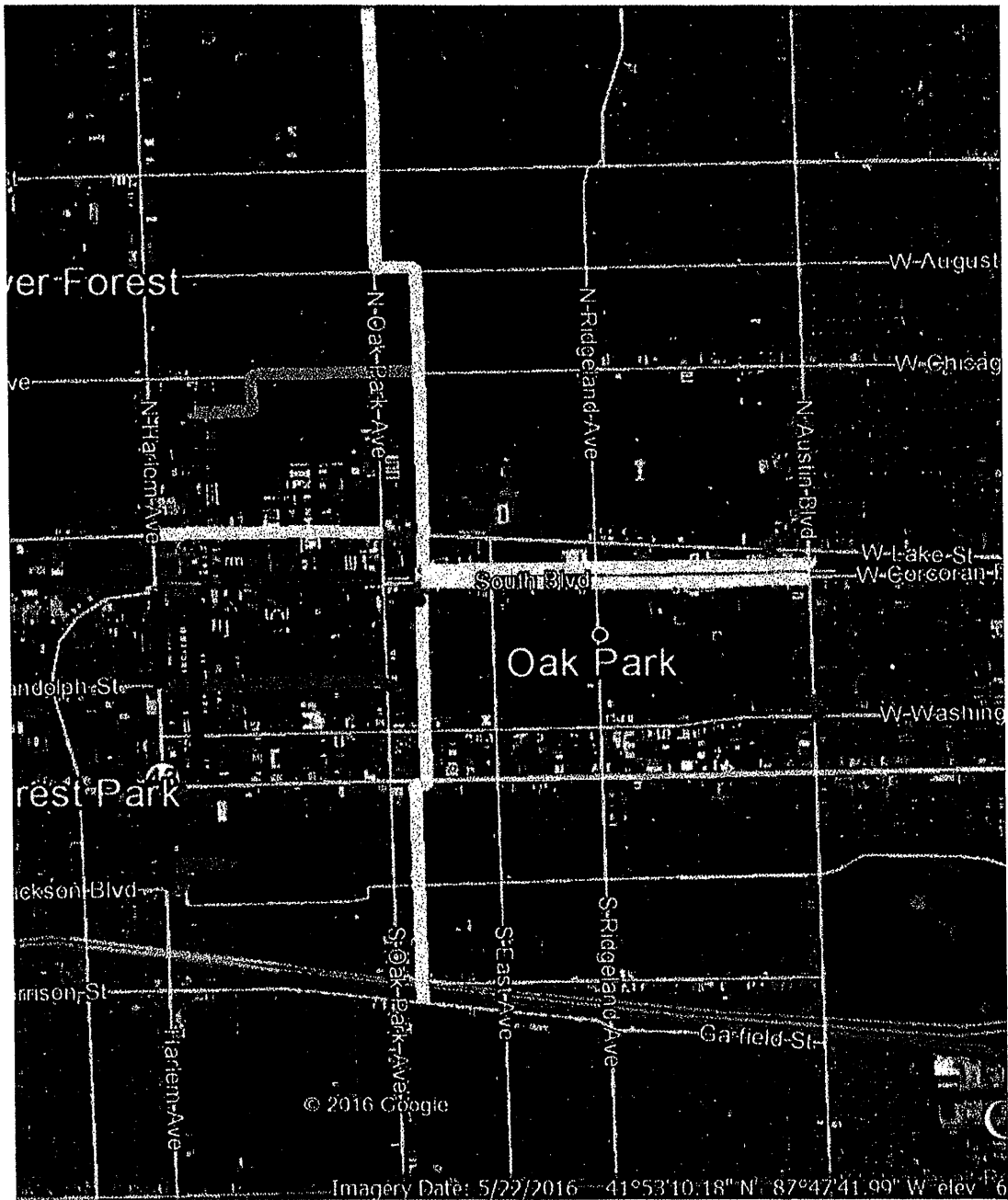


EXHIBIT B

SUMMARY OF FACILITIES

WOW will pay a One-time fiber access fee of \$50,000.

UG = 11669 FT

AERIAL = 12988 FT

AT&T STRUCTURE = 26795

EXHIBIT C

(NOTE: This Affidavit must be completely filled out and signed by the Licensee or a determination that the contract is exempt from any section must be obtained.)

I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Sigecom, LLC (hereafter "Licensee") is a:

(Place mark in front of appropriate type of business)

_____ Corporation (if a C-Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Individual Proprietorship (if an individual, complete D)

X Limited Liability Corporation (if an LLC, Complete C)

B. CORPORATION

The State of incorporation is: _____

The Registered agent of the corporation in Illinois is:

Name

Address

Village, State, Zip

Telephone

The Corporate Officers are as follows:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if needed)

Sigecom LLC is operated locally at:
1674 Frontenac Rd
Naperville, IL 60563

Sigecom, LLC is wholly owned by
WideOpenWest Finance, LLC
7887 E. Belleview Ave Suite 1000
Englewood, CO 80111

The entity with ultimate controlling interest is:
Avista Capital Partners
65 E 55th St 18th Floor
New York, NY 10022

D. INDIVIDUAL PROPRIETORSHIP

The business address is:

Telephone: _____

My home address is:

Telephone: _____

E. Under penalty of perjury, Sigecom, LLC
Licensee's Name

Certifies that 04-3561698 is its correct Federal Taxpayer Identification Number or in the case of an individual or sole proprietorship, Social Security Number.

LICENSEE

By: Jan R. [Signature]

Its: VP, Backhaul Operations

Subscribed and sworn to before me this 17th day of November, 2016.

[Signature]

Notary Public

