

EIGHTH AMENDMENT TO EXCLUSIVITY AND ACCESS AGREEMENT

This EIGHTH AMENDMENT TO EXCLUSIVITY AND ACCESS AGREEMENT (this “Amendment”) is made as of May 14, 2021, by and between by and between RACINE WASTERWATER COMMISSION (the “Commission”) and CNH INDUSTRIAL AMERICA LLC, a Delaware limited liability company (“CNH”).

WITNESSETH:

WHEREAS, the Commission and CNH entered into that certain Exclusivity and Access Agreement dated as of February 11, 2019, as amended by that certain Amendment to Exclusivity and Access Agreement dated as of June 3, 2019, that certain Second Amendment to Exclusivity and Access Agreement dated as of July 18, 2019, that certain Third Amendment to Exclusivity and Access Agreement dated as of October 3, 2019, that certain Fourth Amendment to Exclusivity and Access Agreement dated as of December 6, 2019, that certain Fifth Amendment to Exclusivity and Access Agreement dated as of February 6, 2020, that certain Sixth Amendment to Exclusivity and Access Agreement dated as of May 28, 2020, and that certain Seventh Amendment to Exclusivity and Access Agreement dated as of December 7, 2020 (collectively, the “Agreement”), relating to approximately 100 acres of real property located at the intersection of Highway 11 and Sheridan Road (along the shore of Lake Michigan), in the Village of Mount Pleasant, Racine County, Wisconsin (the “Property”); and

WHEREAS, the Commission and CNH desire to extend the Exclusivity Period, as such term is defined in the Agreement, subject to the terms and provisions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission and CNH agree as follows:

1. **Exclusivity Period.** The Commission and CNH agree and acknowledge that the Exclusivity Period is hereby extended to December 7, 2021.
2. **Conflicting Terms; Effect.** If any of the terms and provisions contained in this Amendment conflict with any of the terms and provisions contained in the Agreement, the terms and provisions of this Amendment shall control. Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged and in full force and effect.
3. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original.
4. **Facsimile and Electronic Signatures.** Facsimile and .pdf format signatures shall be deemed originals and transmittal by facsimile or email shall be deemed delivery with regard to this Amendment.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

COMMISSION:

RACINE WASTEWATER COMMISSION

By: _____
Natalia Taft, President

Attest: _____
Mike Gitter, Interim General Manager

CNH:

CNH INDUSTRIAL AMERICA LLC

By: _____
George Whitaker, Manager, State Government Affairs

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