

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date") by and between HERA PROPERTY REGISTRY, LLC, a Florida Limited Liability Company with an address at 1917 S. Harbor City Blvd., Melbourne, FL 32901 ("HERA") and the VILLAGE OF THORNTON, ILLINOIS, with an address at 115 E. Margaret St., Thornton, IL 60476 (the "Village") (HERA and the Village may be sometimes referred to as a "Party", or collectively as the "Parties").

WITNESSETH:

I. SCOPE OF REPRESENTATION

- A. The Village hereby retains HERA to represent the Village in providing property registration services for the Village's foreclosure and vacant property registration ordinance, Ordinance No. _____, "Registration of Foreclosing Mortgages and Vacant Property" (the "Ordinance").
- B. As is further set forth herein, the Village hereby authorizes HERA to represent the Village's interests in providing foreclosure and vacant property registration services pursuant to the Ordinance.

II. DUTIES OF HERA

A. Ordinance Registration Services

- 1. Registration Services: HERA shall provide an online foreclosure and vacant property registration service for the Village pursuant to the Ordinance via HERA's online proprietary platform ("HERA's Platform") used for municipalities throughout the United States ("Registrations Services").
- 2. Monitoring: HERA shall monitor mortgage defaults and other property registration triggers under the Ordinance and shall use its best efforts to identify and send notice to the mortgagee or other responsible party obligated to register the property.
- 3. Collection: Collection of all registration fees are to be paid to HERA through the HERA Platform, and upon receipt, HERA shall promptly deposit all fees received into its separate trust account maintained in a federally insured bank for the benefit of HERA clients, including the Village.
- 4. Training and Support: HERA shall provide prompt training and support for Village staff and responsible parties.
- 5. Other Services: Such other requests which are mutually agreed upon to be included in the Services provided hereunder and set forth in an Addendum to be executed by both Parties.

III. PAYMENT FOR HERA'S SERVICES AND NET REMITTANCE TO THE VILLAGE

- A. No Up-Front Cost: Access to the HERA Foreclosure Registration Platform is provided at no up-front cost to the Village and is included in the amounts otherwise paid to HERA hereunder.
- B. Remittance to HERA: HERA shall be entitled to one hundred twenty-five dollars (\$125.00) of each gross registration fee and 20% of any late fees received each month during the Term.
- C. Remittance to Village: The amount payable to the Village, less any expenses (described in D below), shall be the "net remittance" paid to the Village on or before the fifteenth (15th) day of the month following the month then ended in which the gross registration fees are received and any expenses incurred. The net remittance shall be accompanied with a remittance report detailing the gross registration fees received and an invoice for expenses, if any, incurred during each month.
- D. Expenses: Should any reasonable and necessary expenses be incurred by HERA related with obtaining information to perform the services herein, including but not limited to mailing expenses, property owner identification, or for a FOIA or similar request that is not routine and customary, an estimate shall first be submitted to the Village for its prior approval before being incurred by HERA. Should there be an expense

required for public/official record data acquisition integral to the performance of the Registration Services the actual costs of said expenses shall be borne by the Village and added to the invoice for HERA's Net Remittance. If said expenses are for an entire county, the expense shall be divided equally between all communities partnered with HERA within the county at that time. If there is a change in the number of communities partnered with HERA in the county during the Term, the county public record access fee will be adjusted accordingly to maintain an even cost-sharing by all communities within the county.

IV. ONGOING SUPPORT AND MAINTENANCE

- A. HERA shall provide all support and maintenance required in connection with the Services, including but not limited to:
 - 1. Training and support for Village staff and responsible parties; and
 - 2. Collection and remittance of registration fees and any late fees or penalties.
- B. The Village shall provide the following support and maintenance required in connection with the Services, including but not limited to:
 - 1. Provide support and work diligently with HERA in connection with HERA's onboarding process including acceptance of the "Due Diligence Worksheet" (attached hereto as Exhibit A) and completion of the "Onboarding Memorandum";
 - 2. Promptly notify HERA within 10 days of any amendment, supplement, or resolution affecting the Ordinance;
 - 3. The Village shall provide all support and information, including additional information reasonably requested by HERA, required in connection with the Services Hera provides hereunder; and
 - 4. Provide, and maintain any change in, contact information for Village responsible parties in connection with HERA's services hereunder.

V. OWNERSHIP AND USE OF DOCUMENTS

All documents, records, applications, files and other materials produced by HERA in connection with the Services rendered pursuant to this Agreement shall, so long as the Village has paid all compensation due HERA hereunder, be the property of the Village and shall be provided to the Village upon written request. Notwithstanding anything herein to the contrary, the Village hereby grants HERA a royalty free irrevocable license in perpetuity and shall be permitted to use the Village logo, name, image and likeness, and to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with Hera Property Registry, LLC's business, including without limitation, use in demonstrations, on www.heraregistry.com, client lists, promotional materials and across all of its social media platforms. This covenant shall survive termination of this Agreement (regardless of the reason) indefinitely.

VI. SURVIVAL

Except as otherwise set forth herein to the contrary, the expiration or termination of this Agreement will not extinguish the rights of either Party that accrue prior to expiration, termination or any obligations that extend beyond termination or expiration, either by their inherent nature or by their express terms.

VII. AUDIT AND RECORDS

During the Term of this Agreement and for one (1) year after termination of this Agreement, HERA shall maintain records required hereunder. At any time during the Term, upon sixty (60) days prior written notice of request from the Village to Hera, such records shall be made available for review and audit at the premises of HERA on mutually agreed upon business days only and during normal working hours. Any expenses incurred by the Village in connection with such review and audit shall be at its sole expense.

VIII. GOVERNING LAW

The validity, construction and performance of this Agreement shall be governed by the laws of the State of Illinois without giving effect to the principles of conflicts of laws and the jurisdiction of any controversy shall be in the State of Illinois.

IX. EXPENSES

During the Term, except as otherwise provided hereunder, HERA shall be responsible for all expenses and costs associated with the Services provided hereunder.

X. TERM AND TERMINATION

- A. Term: The initial term of this Agreement shall be for one (1) year from the Effective Date (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term"), unless either Party provides notice of termination in accordance with Section B below. The Initial Term and any Renewal Term(s) are collectively referred to as the "Term."
- B. Termination: Either Party may terminate this Agreement by providing written notice of its intent to terminate at least sixty (60) days prior to the expiration of the then-current Term. If the Parties do not reach a new agreement before the end of the current Term, this Agreement shall expire at the end of the then existing Term and be of no further force or effect.

Upon termination:

- 1. HERA shall fully cooperate with the Village and any successor third-party administrator to return all files and information, as further detailed in this Agreement. This obligation shall survive termination.
- 2. HERA shall cease all Services and, within sixty (60) days, process and forward any Net Remittance owed to the Village.
- 3. Any Net Remittance due to HERA shall remain payable and unaffected by termination.
- C. Renewal Documentation: Although this Agreement renews automatically, the Parties agree to execute an Addendum prior to the start of each Renewal Term. The Addendum shall confirm the Renewal Term and incorporate any mutually agreed modifications, including but not limited to adjustments to the Gross Registration Fees and Net Remittance to HERA as approved by the Village through order, directive, or resolution, regardless of whether the Ordinance is amended.

XI. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that HERA is an independent contractor under this Agreement and not the Village's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. This Agreement shall not be construed as creating any joint employment relationship between the Village and HERA and the Village shall not be liable for any obligation incurred by HERA, including but not limited to unpaid minimum wages and/or overtime premiums.

XII. ALL LEGAL PROVISIONS DEEMED INCLUDED: SEVERABILITY

- A. Every provision required by law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally

amended to comply strictly with the law, without prejudice to the rights of either party. In the event that any provision shall be deemed part of this Agreement and results in additional Services or risk to Hera, the Parties agree to any increase in fees owed to Hera arising therefrom.

- B. In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- C. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

XIII. DISPUTE RESOLUTION

The Parties hereby irrevocably waive, to the fullest extent permitted by law, all rights to a trial by jury, in any action, proceedings, or counterclaim involving disputes of fact or law relating to this Agreement (each a "Dispute"). The Parties agree to resolve any Dispute to the extent possible by a half-day or full-day mediation before a certified mediator with the mediation fees to be borne equally by the Parties. In the event that such dispute cannot be resolved by such mediation, the Parties each irrevocably and unconditionally submit and consent to personal jurisdiction exclusively in the American Arbitration Association in the District of Columbia, for the resolution of any matter arising out of or associated with this Agreement, including but not limited to any action seeking to enforce any provision of this Agreement. The arbitration filing fees shall be paid up front according to the American Arbitration Association rules then in effect and the fees and expenses of the arbitrator shall be borne equally by the Parties.

XIV. SECTION AND OTHER HEADINGS

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

XV. ENTIRE AGREEMENT

Except for the Onboarding Memorandum, this Agreement represents the full and entire understanding and Agreement between the Parties with regard to the subject matter hereof and supersedes any RFP and all prior Agreements (whether written or oral) of the Parties relating to the subject matter of this Agreement.

XVI. THE VILLAGE'S SIGNATURE HEREON SHALL CONSTITUTE HERA'S AUTHORITY TO PROCEED WITH THIS REPRESENTATION AND COMMENCE ITS SERVICES AS OF THE EFFECTIVE DATE.

The Village hereby acknowledges that all the terms of this Agreement have been fully explained to the Village, and that the Village fully understands all of the provisions herein.

DATED THIS ___ day of _____, 2026.

VILLAGE OF THORNTON, ILLINOIS

By: _____
Name:
Title:

DATED THIS ___ day of _____, 2026.

HERA PROPERTY REGISTRY, LLC

By: _____
Name: Clifford J. Johnson
Title: CEO

EXHIBIT A DUE DILIGENCE WORKSHEET

ITEM NO.	ITEM DESCRIPTION	FORECLOSURE	VACANT
1	Ordinance Reference (Ordinance No. or Code Reference)	Ordinance No. _____	Ordinance No. _____
2	Ordinance Effective Date	Date of acceptance of new ordinance	Date of acceptance of new or
3	Ordinance Amendment Dates	None	None
4	Effective Date for Registrations with HERA	Within 30 days of Hera's acceptance of the fully executed contract	Within 30 days of Hera's acceptance of the fully executed contract
5	Registration Fee	\$325.00	\$325.00
6	Late Fee	10% of Registration fee after 30 days, every 30 days	10% of Registration fee after 30 days, every 30 days
7	Registration Triggers	Within 10 days of filing a foreclosure action; REO Properties	Within 10 days of the property becoming Vacant
8	Renewal	Semi-Annually	Semi-Annually
9	Organization Exemptions	Governmental entities (HUD, VA, USDA Rural Development)	None
10	Property Exemptions	None	Vacant Lots
11	Information Update	Change of Information required within 10 days of change	Change of Information required within 10 days of change
12	OMT / Owner Change	Update of information; new registration not required	Update of information; new registration not required
13	Refund Policy	Non-Refundable	Non-Refundable
14	Inspections	Every 30 days from filing of foreclosure action	Regular inspections required
15	Does HERA have Existing Assessor Property Data? (Yes / No)	TBD	TBD
16	Existing Community Registrations? (Yes / No. If yes, data to be provided in Hera's spreadsheet format.)	No	No
17	Previous Program Administrator Registrations? (Yes / No. If yes, data to be provided in Hera's spreadsheet format.)	No	No
18	Remittance Process (all registration fees to be received by HERA)	Net remittance by the 15th day following the month then ended	Net remittance by the 15th day following the month then ended