NON-EXCLUSIVE PUBLIC ROW LICENSE AGREEMENT

This Non-Exclusive Public ROW License Agreement ("**Agreement**") is made by and between **the City of Terrytown, Nebraska** (the "**City**"), and **ALLO Asset Entity 1, LLC**, a Delaware limited liability company ("**Licensee**").

RECITALS

A. The City has jurisdiction over the use of the public rights-of-way in the City ("**Public ROW**").

B. Licensee currently maintains, operates, and controls a fiber optic infrastructure network in the Public ROW ("**Network**") providing broadband Internet access services and video services pursuant to an existing local cable franchise agreement (the "**Prior Franchise**").

C. The Network consists of equipment and facilities that include aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("**Network Facilities**").

D. Licensee intends to cease offering Cable Service as defined in 47 U.S.C. § 522 in the City, but Licensee and the City desire for Licensee to continue to use and occupy the Public ROW in order to install, operate, and maintain its Network for the purposes of offering certain communications services ("**Services**"), which may include but not be limited to broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("**Broadband Internet Services**"),Voice over Internet Protocol services, and video content streaming services, but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services as defined in 47 C.F.R. § 153(53), to residents and businesses in the City ("**Customers**").

AGREEMENT

In consideration of the mutual promises made below, the City and the Licensee agree as follows:

1. **Permission to Use and Occupy**.

1.1. Permission to Use and Occupy the Public ROW. Upon the License Commencement Date (as defined below), the City grants Licensee permission to continue to use and occupy the Public ROW (the "**License**") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing (or in the case of underground Network Facilities, abandoning in place) the Network and related Network Facilities, (the "**Work**"). The City and Licensee acknowledge that existing Network Facilities of Licensee in the Public ROW as of the Agreement Date (as defined below in Section 9) were installed pursuant to the rights granted to Licensee under the Prior Franchise and such existing Network Facilities shall continue to be authorized in the Public ROW pursuant to the License granted hereunder. This Agreement and the License do not authorize Licensee to use any property other than the Public ROW as agreed

herein. Licensee's use of any other City property, including poles and conduits, would be governed under a separate Agreement regarding that use.

1.2. License Effectiveness. The License granted hereunder will become effective on the later of the following two dates (the "**License Commencement Date**"): (a) the date as of which both of the following have occurred: (i) Licensee has discontinued provision of facilities-based linear video services to Customers, and (ii) Licensee has notified the City in writing of the discontinuance of such video services to Customers, or (b) the Agreement Date (as defined below).

1.3. Subject to the City's Right to Use the Public ROW. This Agreement and the License are subject to the City's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.

1.4. Subject to Pre-Existing Property Interests. The City's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.

~~1.4.~~1.5. Subject to Applicable ROW Regulations. This Agreement and the License are subject to any applicable laws, ordinances, rules or regulations governing use or occupation of the City's Public ROW, specifically including, but not limited to Section 6-208 of the Terrytown Municipal Code and any amendments or additions thereto.

~~1.5.~~1.6. No Grant of Property Interest. The License does not grant or convey any property interest.

~~1.6.~~1.7. Non-Exclusive. The License is not exclusive. The City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or
other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a city, to use the Public ROW for similar or different purposes allowed Licensee under this Agreement.

2. Licensee's Obligations.

2.1. Individual Permits Required. After the License Commencement Date, Licensee will obtain the City's approval of required individual encroachment, construction, and other necessary permits before placing Network Facilities in the Public ROW or other property of the City as authorized hereunder. Licensee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of

individual permits by the City.

2.2. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.

2.3. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work. Licensee will place its Network Facilities in conformance

with the required permits, plans, and drawings approved by the City.

2.4. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.

2.5. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not (a) cause a public nuisance, or (b) create a risk to the public health, safety, or welfare.

2.6. Repair. Licensee will promptly repair any damage to the Public ROW, City property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by applicable law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage, but no less than the City's standards and ordinances in effect at the time of repair. Licensee's obligation under this Section 2.6 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work provided such extension is for the shortest duration necessary to complete the repair.

2.7. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in the City and will provide them to the City upon reasonable request and on a mutually agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections.

2.8. Network Design. Nothing in this Agreement requires Licensee to build to all areas of the City, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network.

2.9. Relocation to Accommodate Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with City's planned use of the Public ROW or other City property for a legitimate governmental purpose, such as the construction, installation, repair, maintenance, or operation of a water, sewer, or storm drain line, or a public road, curb, gutter, sidewalk, park, or recreational facility, Licensee will, upon written notice from City, relocate its Network Facilities at Licensee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the City's governmental purpose and Licensee's interest in maintaining the integrity and stability of its Network. Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that the Licensee shall not be required to relocate or remove its Network Facilities with less than sixty (60) days' notice.

2.10. Relocation to Accommodate Non-Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with (a) City's planned use of the Public ROW for a non-governmental (e.g., commercial) purpose, or (b) a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities unless the following conditions are met:

(i) Licensee, in its sole discretion, determines that such relocation can be accomplished without unreasonably interfering with its ability to provide service to its customers;

(ii) Licensee is provided with reasonable advance written notice sufficient to allow for planning and execution of the relocation;

(iii) The City and/or the third party requesting the relocation agrees in writing to fully reimburse Licensee for the entire cost of relocating its Network Facilities, including but not limited to design, permitting, labor, materials, and any associated overhead;

(iv) Reimbursement of such costs shall be made to Licensee within thirty (30) days of Licensee's written request for reimbursement, which shall include reasonable documentation of such costs.

2.11. Post-Removal Restoration of the Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost, repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the City standards and ordinances in effect at the time of restoration.

3. The City's Rights and Obligations.

3.1. Emergency Removal or Relocation by the City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of the City or its residents, the City may remove or relocate the applicable portions of the Network Facilities, provided the City provides as much prior notice as practicable to Licensee before making an emergency removal or relocation. In any event, the City will provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities as soon as practicable following such removal or relocation. Licensee will reimburse the City for its actual, reasonable, and documented costs or expenses incurred for any such work performed by the City, the direct cause of which was Licensee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities. Licensee's obligation to reimburse the City under this section will be separate from Licensee's obligation to pay the License Fee (as defined below).

3.2. Non-Discrimination. The City will at all times treat Licensee in a non-discriminatory manner with regard to access, use, and occupancy of the Public ROW as compared to other non-incumbent holders of local or state franchise authority offering facilities-

based broadband Internet access services.

3.3. Drops: The City acknowledges and agrees that no City permits or other form of authorization shall be required for Customer drop work that is outside of the Public ROW, or drop work that does not involve the disturbance of hardscape infrastructure (e.g., concrete or asphalt).

4. Contractors and Subcontractors.

4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.

4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.

4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to the City on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to the City ("**Authorized Individuals**"). The City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement provided that the application conforms to applicable law.

5. License Fee. Licensee will pay the City a fee ("**License Fee**") to compensate the City for Licensee's use and occupancy of the Public ROW pursuant to the License. Licensee and the City acknowledge and agree that the License Fee provides fair and reasonable compensation for Licensee's use and occupancy of the Public ROW and other City property as authorized. The License Fee will begin accruing on the License Commencement Date and will be calculated as set forth in Section 5.1.

5.1. License Fee. Licensee will pay the City one and a half percent (1.5%) (the "**Revenue Percentage**") of Gross Revenues for a calendar quarter (or prorated portion thereof for any partial calendar quarter), remitted within forty five (45) days of the end of each calendar quarter ending on March 31, June, 30, September 30, and December 31, commencing on the License Commencement Date. The payment will be accompanied by a report showing the basis for the computation and such other relevant facts and/or records as may reasonably be required by the City to determine the accuracy of the payment.

5.1.1. As used herein, "**Gross Revenues**" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Licensee from Customers for Broadband Internet Services that are provided to Customers through Network Facilities located at least in part in the Public ROW.

5.1.2. Gross Revenues do not include:

(i) any revenue not actually received, even if billed, such as bad debt;

(ii) refunds, rebates, or discounts made to Customers, or the City;

(iii) revenue received from the sale of Broadband Internet Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser's customer;

(iv) revenue derived from the provision of Broadband Internet Services to Customers where none of the Network Facilities used to provide such Broadband Internet Services are located in the Public ROW;

(v) any forgone revenue from Licensee's provision of Broadband Internet Services to Customers at no charge if required by state law;

(vi) any revenue derived from advertising;

(vii) any revenue derived from services other than Broadband Internet Services, including without limitation, any revenue derived from rental of modems or other equipment used to provide or facilitate the provision of the Broadband Internet Services;

(viii) any revenue derived from referral or marketing agreements with third party providers of online services which Licensee may make available to Customers;

(ix) any tax of general applicability imposed upon Licensee or its Customers by the City or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but not limited to sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement);

(x) any forgone revenue from Licensee's provision, in Licensee's discretion, of free or reduced cost Broadband Internet Services to any Person, including without limitation employees of Licensee; provided, however, that any forgone revenue which Licensee chooses not to receive in exchange for trades, barters, services, or other items of value will be included in Gross Revenues; and

(xi) sales of capital assets or sales of surplus equipment.

5.2. Pass Through. Licensee may identify and collect, as a separate item on the regular bill of any Customer whose Broadband Internet Services are provided by Network Facilities located at least in part in the Public ROW, that Customer's pro rata amount of the License Fee.

5.3. Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within sixty (60) days from the specified due date will be assessed interest at an annual rate equal to the prevailing commercial prime interest rate in effect upon the due date.

5.4. Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in applicable law that (a) prohibits collection by any municipality or franchising authority of any fee, including franchise fees, from any provider of video programming or communications services, including Broadband Internet Services, or (b) reduces the percentage of revenue on which the fee, including franchise fee, paid by any provider of video programming or communications services is based to a percentage that is lower than the Revenue Percentage, then Licensee will have no obligation to pay the Licensee Fee or to pay a Licensee Fee based on the Revenue Percentage, as the case may be. In the case of a reduction in the percentage of revenue on which such fees may be based, the Revenue Percentage will be commensurately reduced.

6. Defense and Indemnity.

6.1. Obligations. Licensee will defend the City, its officers, elected representatives, and employees, and indemnify them against any (a) settlement amounts approved by Licensee; and (b) damages and costs finally awarded against the indemnified party by a competent tribunal in any legal proceeding filed by a third party for property damage, personal injury, or death to the extent caused by the gross negligence or willful misconduct of Licensee or its contractors arising from this Agreement ("**Third Party Legal Proceeding**").

6.2. Exclusions. The provisions of this Section 6 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party, or (b) is made by a City employee and covered under applicable workers' compensation laws.

6.3. Conditions. Section 6.1 (Obligations) is conditioned on the following: (a) the City must promptly notify Licensee in writing of the Third Party Legal Proceeding and any allegation(s) that preceded the Third Party Legal Proceeding no later than fifteen (15) days after the City became aware of the Third Party Legal Proceeding; (b) the City must reasonably cooperate in the defense at Licensee's request; and (c) the City must tender sole control of the indemnified portion of the Third Party Legal Proceeding to Licensee, subject to the following: (i) the City may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the City to admit liability, pay money, or take (or refrain from taking) any action, will require the City's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

7. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE

LIMITED BY APPLICABLE LAW.

8. **Insurance.** Licensee shall obtain and maintain, at its cost, worker's compensation insurance and the following liability insurance policies insuring both Licensee and the City, and its elected and appointed officers, appointed officials, officials, agents, employees, representatives, engineers, consultants, and volunteers, as additional insureds against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to Licensee: a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000.00) for the injury or death of any number of persons per occurrence, and Two Hundred Fifty Thousand Dollars ($250,000.00) for property damage per occurrence. Such coverage shall name the City as an additional insured, as its interest may appear, for all acts and omissions of Licensee, its agents and contractors arising out of or in any way connected with the permit and their use and occupation of the Public ROW. All such policies and certificates in insurance shall be issued by companies authorized to do business in the State of Nebraska and provide that any such policy shall not be cancelled until thirty (30) days' written notice of such cancellation shall have been filed with the City Clerk.

9. **Term**. This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement, and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("**Agreement Date**"). The Agreement will expire automatically on the twentieth anniversary of the Agreement Date ("**Original Term**"), unless earlier terminated in accordance with the provisions herein. Thereafter, the Agreement will automatically renew for successive 5-year terms (each a "**Renewal Term**") unless a party provides written notice to the other party of its intent not to renew at least six months before the expiration of the Original Term or a Renewal Term, as applicable.

10. **Termination**.

10.1. Termination by the City. The City may terminate this Agreement if Licensee is in material breach of the Agreement, provided that the City must first provide Licensee written notice of the breach and one hundred eighty (180) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Licensee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period has expired.

10.2. Termination by Licensee. Licensee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to the City.

11. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

11.1. Notwithstanding the foregoing, Licensee may at any time on written notice to the

City, assign this Agreement or any or all of its rights and obligations under this Agreement:

11.1.1. to any Affiliate (as defined below) of Licensee;

11.1.2. to any successor in interest of Licensee's business operations in the City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or

11.1.3. to any purchaser of all or substantially all of Licensee's Network Facilities in the City if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

11.2. Following any assignment of this Agreement to an Affiliate, Licensee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

12. **Notice**. All notices related to this Agreement will be in writing and sent, if to Licensee to the notice addresses set forth below in this Section. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier. Any regular notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified:

Attn: City Clerk
116 Terry Boulevard
Gering, NE 69341
E-mail: cityofterrytown@cityoftt.com

ALLO Asset Entity 1, LLC
Attn: Legal Dept
330 S 21st St
Lincoln, NE 68510
Legal@allofiber.com

13. **General Provisions**. This Agreement is governed by the laws of the state where the City is located. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and as of the License Commencement Date supersedes and replaces the Prior Franchise and all other previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

Signed by authorized representatives of the parties on the dates written below.

The City:	Licensee:
Terrytown, Nebraska	ALLO Asset Entity 1, LLC
By:	By:
Printed Name: Tyler Feil	Printed Name:
Title: Council President	Title:
Date: 4-9-26	Date: