

Town of Erie

Nonexclusive Limited License Agreement for Fiber Optic Network

This Nonexclusive Limited License Agreement ("Agreement") is dated as of the ___ day of _____, 2025 (the "Effective Date"), and entered into by and between the Town of Erie, a Colorado home rule town (the "Town"), and LightGig Communications, LLC, a Colorado limited liability company or a newly formed subsidiary of LightGig Communications, LLC. (the "Company") (each a "Party," and collectively the "Parties.")

Recitals

A. Town holds good and valid title to the Public Rights-of-Way ("ROW") and desires to protect and preserve the ROW. Town further maintains police power authority to regulate access to and use of the ROW in a manner that protects the public health, safety, and welfare, consistent with Applicable Law. Company must comply with the Town charter and codes, all requirements, standards and specifications adopted pursuant thereto, and all other Applicable Law.

B. Company is in the business of providing Services to its customers through fiber-based telecommunications and broadband networks (the "Network" as defined in § 1.3 below) to be installed in the Town pursuant to this Agreement.

C. The Company wishes to locate, place, attach, install, operate, control, and maintain Equipment (as defined in § 1.4 below) in the Public Rights-of-Way (as defined in § 1.6 below) in the location detailed in **Exhibit B**.

D. The Company acknowledges that the Network will only be installed in greenfield developments upon the request and with the consent of the landowner or developer, and that Company is not offering ubiquitous service to all Town residents. Furthermore, the Company acknowledges that this Agreement does not constitute the Town's general consent to occupy multiple public highways and ROW within the Town's corporate boundaries as contemplated by C.R.S. § 38-5.5-106, and is limited only to the specific communities for which the Company has a contractual relationship with the developer or landowner. Should the Company desire to offer a wider range of Services than contemplated by this Agreement within the Town and install additional Equipment within the Town, Company agrees to obtain a master license agreement from the Town authorizing such use.

E. Town desires to grant to Company a nonexclusive limited license ("License") for the above-stated purpose, upon the terms and conditions contained below, and in accordance with Applicable Law.

Agreement

Now, Therefore, for consideration, the receipt and sufficiency of which is hereby acknowledged, Town hereby grants to Company, with respect to such interest as Town

may have in the ROW, the authorization to install, construct, operate, maintain, repair, inspect, remove and replace the Equipment in, under, or along the ROW, subject to the following conditions:

Section 1. Definitions. The following definitions shall apply generally to the provisions of this Agreement.

1.1 **"Applicable Law"** means any statute, ordinance, judicial decision, order (including, without limitation, FCC orders), executive order or regulation having the force and effect of law that determines the legal standing of a case or issue.

1.2 **"Claims"** means (1) losses, liabilities, costs and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including without limitation investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other reasonably related costs or expenses.

1.3 **"Contractor"** means any entity retained by Company to undertake any of Company's obligations and responsibilities under this Agreement including without limitation construction of the Network. For purposes of this Agreement, "Contractor" includes any subcontractors that may be retained in connection with these obligations and responsibilities.

1.4 **"Equipment"** means electronics equipment, transmission equipment, shelters, conduit, coaxial cables, mounts, generators, containment structures, hangers, pull boxes, conduit, pedestals, brackets, fiber optic cable and other accessories and component equipment related to the operation of Company's Network.

1.5 **"Hazardous Substance"** means any substance or material defined or designated, or other similar term by any Applicable Law presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

1.6 **"Network"** or collectively **"Networks"** means one or more of the neutral-host, broadband communication or telecommunication systems operated by the Company outside of the Town's corporate boundaries.

1.7 **"Public Rights-of-Way," "Public ROW" or "ROW"** means the space in, upon, above, along, across, and below the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks and bicycle lanes as the same now or may hereafter exist, that are under the jurisdiction of the Town. This term shall not include Town parkland, trails, state or federal rights of way, or any property owned by any person or entity other than the Town, except as provided by Applicable Law or pursuant to an agreement between the Town and

any such person or entity.

1.8 **"Services"** means the telecommunications or broadband services provided through the Network by the Company to its customers.

1.9 **"Supplemental Site License"** means an Addendum to this Agreement delineating the specific geographic areas of work in which the Network or a portion(s) thereof is permitted by Town to be located.

1.10 **"Town"** means the Town of Erie, a Colorado home rule municipality.

Section 2. Term. This Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years from the date it has been executed by both Parties, unless it is earlier terminated by either party in accordance with the provisions herein. Should the Agreement expire without a mutually agreed upon renewal and Company and Town are engaged in an informal or formal renewal process, the Agreement shall continue on a month-to-month basis, with the same terms and conditions as provided herein, and the Company and Town shall continue to comply with all obligations and duties under the Franchise until final Town action is taken to renew or terminate the Agreement pursuant to its terms and applicable law. Additionally, upon the expiration of the term, all Equipment already installed by Company may remain in place, the property of the Company, and may continue to be operated by the Company. Finally, the installation of any new facilities by Company is prohibited unless and until a new or renewed License Agreement is in place.

Section 3. Scope of Agreement. All rights expressly granted to the Company under this Agreement shall be subject to the Town's lawful exercise of its police powers and the prior and continuing right of the Town under Applicable Law to use any parts of the Public ROW, exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, leases, licenses, permits, franchises, encumbrances, and claims of title of record which may affect the Public ROW. Company acknowledges that this Agreement does not constitute the Town's consent to occupy public highways other than the Network and pursuant to C.R.S. § 38-5.5-106. Should the Company desire to deploy within other public highways within the Town, additional authorization shall be required. Except with respect to the License granted herein, nothing in this Agreement shall be deemed to grant convey, create, or vest in the Company a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Agreement shall be subject to, and conform with, Applicable Law. Nothing in this Agreement shall be deemed to grant a franchise, nor permit the Town to collect a franchise fee. This Agreement does not grant any authority to utilize the Public ROW to construct a cable system, provide cable or other video programming services, construct a wireless communications facility, deploy wireless communications facilities in the ROW, or provide wireless communications services.

Section 4. Construction. The Company intends to install its Network at the locations set forth on the plan and profile sets to be approved by the Town and submitted as a request for Supplemental Site License. The Company shall be required to obtain a

Supplemental Site License and Public ROW permit for each Equipment location within, or to perform any excavation or other work in the Public ROW in connection with its Network deployment by submitting all information required by **Exhibit A** and using the form attached as **Exhibit B** prior to beginning construction. The Town will authorize the Company to commence construction with the grant of a Supplemental Site License and the provision of all necessary permits, and Town's granting or approval applicable to such licenses shall not be unreasonably, withheld, conditioned, or delayed. Approved Supplemental Site Licenses will be attached to this document as part of **Exhibit C**.

4.1 Obtaining Required Permits. The Company shall apply for the appropriate permits and pay any standard and customary permit fees for any construction or maintenance related to the installation and operation of the Network. As a condition of obtaining any permit that involves digging or other excavation in the Public ROW, the Company shall at a minimum, as part of its application submittal materials, identify on its fiber plan and profile set the following information: all pothole and boring locations, the boring and installation method for its Equipment, number and size of conduits, cover depth of conduit, dimension clearance from the proposed conduit and existing utilities, the horizontal and vertical locations of any other existing underground utility or other facilities in the Public ROW in the proximity of the proposed work area, in accordance with state laws for subsurface utility engineering, and what work will be self-performed and what work, if any, will be performed by Contractors. The Company shall provide construction drawings for review by the Town that identifies all utilities, identifies the location of all Equipment to be installed, where the installation will occur, a profile with potholed locations of existing utility crossings (including water and sanitary sewer service lines), a plan for conducting emergency repairs and all anticipated, expected restoration work. If revisions to the construction drawings are required by the Town, Company shall provide revised drawings for review until final approval. The Company shall then include the final construction drawings with the appropriate permit application. All work associated with a permit must be completed, including all restoration of pavement, sidewalks, landscaping, and other items, before a permit can be closed.

4.2 Fees. Company shall pay permit fees as determined by the Town in order to allow the Town to recover its actual costs for plan review, engineering and surveying review, and for construction observation, inspection and materials testing during the construction process prior to issuance of the ROW permit.

4.3 Restoration Security. Company shall provide financial security, as determined by the Town, in the form of letter of credit (in a form approved by the Town), cash, or escrow, which amount is to secure the necessary restoration of areas of private property and privately owned improvements disturbed with the construction. When all restoration work has been completed by the Company, the Town shall release the security back to the Company. Should the Company fail to complete the restoration, the Town may use this security for the sole purpose of completing the restoration work, including reimbursing a third-party property owner who caused such restoration following Company's failure to adhere to the requirements of Section 4. The release of the restoration security by the Town

does not relieve the Company of any remaining obligations associated with private property restoration, including landscaping or other improvements not owned by the Town.

4.4 Utility Notification Center. Company shall contact the Utility Notification Center of Colorado, <https://www.colorado811.org>, for location of any underground utilities, and locate the Equipment as required. Company shall use commercially reasonable efforts to coordinate with Town and any affected utilities to undertake locations in accordance with the policies of each entity.

4.5 Location of Equipment. Potholes must be performed so any conflicts with existing utilities (including water and sanitary sewer service lines) are to be shown in the profile view of the drawings to be approved by the Town. Prior to construction, the Company and its Contractors must physically identify the locations of existing underground utilities within the path of construction via potholing. Potholes must be repaired in conformance with the Town's Engineering Standards and Specifications. GIS data on the utilities and pipe material, if it can be visually identified, shall be updated on the engineering plans and as-built drawings. All Equipment shall be placed a minimum of: (i) ten (10) feet, measured horizontally, from existing and known planned storm sewer, sanitary sewer, potable and non-potable water lines, and water and sanitary sewer service lines; and (ii) eighteen (18) inches, measured vertically, above or below, existing and known planned storm sewer, sanitary sewer, potable and non-potable water lines, and water and sanitary sewer service lines and wherever possible at perpendicular crossings.

4.6 To the extent that Company or any of its Contractors cause damage to other utility facilities (including water and sanitary sewer service lines), if there is damage caused to any major facility, at the discretion of the Town, all construction within the Town shall cease in order to allow the affected utilities to have the damage repaired. Should a stop work order be issued as a result of any damage caused by the Company or any of its Contractors, such stop work order may not be lifted until such time as all damaged parties have been fully compensated for their actual damages incurred.

4.7 Relocation of Equipment. The Company understands and acknowledges that Town may require the Company to relocate one or more of its Equipment installations horizontally or vertically. The Company shall at Town's direction relocate such Equipment at the Company's sole cost and expense not later than one hundred and twenty (120) days after receiving written notice that the Town reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a Town facility or Public ROW; (b) because the Equipment is interfering with or adversely affecting proper operation of street lights, traffic signals, governmental communications networks or other Town property; or (c) to protect or preserve the public health or safety. In any such case, Town shall use its best efforts (but shall not be required to incur financial costs) to afford the Company a reasonably equivalent alternate location. If the

Company shall fail to relocate any Equipment as requested by the Town within thirty (30) days after the above-referenced notice in accordance with the foregoing provision, Town shall be entitled to relocate the Equipment at the Company's sole cost and expense, without further notice to the Company. This article shall not apply to costs associated with modifications, adjustments, or relocations related to any third-party development, and any such costs shall be paid by the third-party developer.

4.8 Removal and Abandonment of Equipment.

4.8.1 Notification of Abandoned Equipment. If at any time prior to the expiration or termination of this Agreement, or upon expiration or termination of this Agreement, Company intends to discontinue use of and abandon any Equipment, it shall notify the Town in writing of the intent to abandon. Such notice shall describe the Equipment to be abandoned, a date of discontinuance of use, which date shall not be less than sixty (60) days from the date such notice is submitted to Town and the method of removal and restoration. Company may not remove, destroy, or permanently disable any such Equipment during said sixty (60) day period without written approval of the Town. After sixty (60) days from the date of such notice, Company shall remove and dispose of such Equipment as set forth in the notice, as the same may be modified by the Town, restore any property damaged by such removal, and shall complete such removal, disposal, and restoration within sixty (60) days, unless additional time is requested from and approved by the Town. Prior to undertaking any removal work, however, Company shall obtain all required ROW permits and provide the Town written notification of its intent to remove the Equipment and the anticipated beginning and completion dates for the removal work. If Company fails to complete this removal and restoration work on or before the sixty (60) days subsequent to the issuance of notice pursuant to this Section, then the Town, upon written notice to Company, shall have the right at the Town's sole election, but not the obligation, to perform this removal or restoration work and charge Company for the actual costs and expenses, including, without limitation, reasonable administrative costs. Company shall pay to the Town actual costs and expenses incurred by the Town in performing any removal or restoration work and any storage of Company's property after removal within sixty (60) days after the date of a written demand for this payment from the Town; after the Town receives the reimbursement payment from Company for the removal or restoration work performed by the Town, the Town shall promptly return to Company the property belonging to Company and removed by the Town pursuant to this Section at no liability to the Town. If the Town does not receive reimbursement payment from Company as set forth above, or if the Town does not elect to remove such items at the Town's cost after Company's failure to so remove, any items of Company's property remaining on or about the Public ROW may, at the option, be deemed abandoned and the Town may dispose of such property in any manner permitted by Applicable Law. Unless removed by

the Town as set forth herein, Company may remove its Equipment from the Public ROW at any time at its discretion, provided that any such removal is in compliance with applicable zoning and permitting requirements.

4.8.2 **Conveyance of Equipment.** At the discretion of the Town, and upon written notice from the Town within sixty (60) days of the notice of abandonment, Company may abandon the Equipment in place, and if requested by Town, shall further convey full title and ownership of such abandoned Equipment to Town in a form acceptable to Town. The consideration for the conveyance is Town's permission to abandon the Equipment in place. Company shall be responsible for all obligations as owner of the Equipment, or other liabilities associated therewith, until a conveyance is completed.

4.8.3 **Abandonment of Equipment in Place.** At the discretion and upon written notice of Town, Company may abandon the Equipment in place, but Company still retains the responsibility for all obligations as Owner of the Equipment, or other liabilities associated therewith.

4.8.4 The provisions of Section 4.8 shall survive the expiration or earlier termination of this Agreement.

4.9 Damage and Restoration. Whenever any work required or permitted under this Agreement, shall cause damage to any Town or other public or private property, the Company, at its sole cost and expense, shall repair or cause to be repaired, the damage and return the ROW or other property to a safe and satisfactory condition, as follows in the Town's sole determination: damage posing a risk to public safety or health — within twenty-four (24) hours; damage to public infrastructure— within five (5) days; damage to private property — within fifteen (15) days. If the Company does not repair the damage as described herein, then the Town may, upon five (5) days' prior written notice to the Company, to perform or cause to be performed such work on behalf of the Company and to: (1) use the Company's Restoration Security to fund such work; and (2) charge the Company for the actual costs incurred by the Town at Town's applicable rates, including administrative time. In the case of any emergency impacting the public health and safety, the Town may remove or disconnect the applicable Equipment located in the ROW or on any other property of the Town.

4.10 General Warranty. Company warrants that all Equipment installed by it shall be in accordance with: (a) generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with the Town municipal code and any regulations promulgated thereunder including the Town's Engineering Standards and Specifications, as amended (the "Town Regulations"); (b) the plans and specifications provided by the Company to the Town and approved by the Town (the "Plans"); (c) the same standards that Company applies to construction of its own facilities (collectively referred to as the "Construction Standards") and any

additional conditions imposed by the permit under which the work is being conducted.

Section 5. Hazardous Substances. Company agrees that Company, its contractors, subcontractors, and agents, will not use, generate, store, produce, transport or dispose any Hazardous Substance on, under, about or within the area of the ROW or adjacent property in violation of any Applicable Law. Except to the extent of the negligence or intentional misconduct of Town, Company shall pay, indemnify, defend, and hold Town harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Company pursuant to this Agreement.

Section 6. Indemnification. Company shall indemnify, defend, and hold the Town, its employees, officers, elected officials, agents, and Contractors (the "Indemnified Parties") harmless from and against all injury, loss, damage, or liability (or any claims in respect of the foregoing), costs or expenses arising from the installation, use, maintenance, repair or removal of the Fiber Route and any Equipment, or the Company's breach of any provision of this Agreement. Company's indemnification obligations extend to any claims asserted by and person or entity, including, but not limited to, employees of Company or its Contractors, or their employees; and any claims arising from, or alleged to be arising in any way from, the acts or omissions of Company, its sublessees, invitees, agents, or employees.

6.1 Town shall give the Company timely written notice of the making of any claim or of the commencement of any action, suit, or other proceeding in connection with any claim. In the event such claim arises, Town shall tender the defense thereof to the Company and the Company shall reasonably consult and reasonably cooperate with the Town's Town Attorney's Office while conducting its defense. Town and the Indemnified Party shall cooperate fully therein with Company's legal representative and shall be consulted on any settlements of claims prior to the execution of any settlement agreements.

6.2 If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Indemnified Party and the counsel selected by Company to represent the Town, the Company shall pay for all reasonable expenses incurred by the Town as a result of such separate representation; provided, however, in the event separate representation becomes necessary, Town shall select its own counsel and any other experts or consultants, subject to the Company's prior approval, which shall not be unreasonably withheld. Town's expenses hereunder shall include all reasonable out-of-pocket expenses, such as consultants' fees.

Section 7. Insurance

7.1 The Company shall obtain and maintain, at its own cost and expense, at all times during the term of this Agreement (a) Commercial General Liability insurance with a limit of liability of at least of Two Million Dollars (\$2,000,000) per occurrence (combined single limit), for bodily injury and

property damage, and Four Million Dollars (\$4,000,000) general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (b) excess or umbrella liability on an occurrence basis in excess of the commercial general liability insurance, which has coverage as broad as such policy, with a limit of at least Two Million Dollars (\$2,000,000); (c) Workers' Compensation Insurance as required by law and employers' liability insurance with limits of Five Hundred Thousand Dollars (\$500,000) bodily injury each accident, Five Hundred Thousand Dollars (\$500,000) disease each employee, and Five Hundred Thousand Dollars (\$500,000) bodily injury disease policy limit. Notwithstanding the foregoing, upon sixty (60) days' prior notice to and review by Company, no more than once every three (3) years, Town may increase the aforementioned limits of insurance in its reasonable discretion in order to provide for levels of coverage similar to that required of other rights of way users at that point in time.

7.2 All of the insurance coverages identified in Section 7.1, except the workers' compensation insurance and employer's liability insurance, shall include Town as an additional insured as their interest may appear under this Agreement. Each of such insurance coverages shall contain a waiver of subrogation for Town's benefit. Further, the insurance coverages identified in Section 7.1 will be primary and noncontributory with respect to any self-insurance or other insurance maintained by Town.

7.3 Upon execution of this Agreement and upon any subsequent request of Town, Company shall provide Town with a Certificate of Insurance and blanket additional insured endorsements evidencing the coverage required by this Section 7.

7.4 All of the insurance policies Company and its Contractors that undertake trenching, directional boring within the ROW are required to maintain pursuant to this Section 8 shall be obtained from insurance carriers having an A.M. Best rating of at least A-VII. All other contractors shall be subject to reasonably appropriate insurance requirements set by Company which are commensurate with the type of work the Contractor is performing.

7.5 Governmental Immunity. The Town, its officers, attorneys, and employees are relying on and do not waive by any provision of this Agreement the monetary limitations or any other rights, immunities, or protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., as amended, or otherwise available to the Town and its officers, attorneys, and employees.

Section 8. Notices.

8.1 Any notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other

at the address as set forth below:

If to the Town:

Town of Erie

Attn: Public Works Director
645 Holbrook Street
P.O. Box 750
Erie, Colorado 80516
Email: pwrequests@erieco.gov

And

If to Company

Attn: Legal
2809 East Harmony Road
Suite 310
Fort Collins, Colorado 80528
Email: phartman@lightgig.com

A Party may by notice in writing change its address for the purpose of this Agreement, which address shall thereafter be used in place of the former address. Each notice, demand, request, or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served, or sent for all purposes hereunder (i) two (2) business days after it shall be mailed by United States certified mail, postage prepaid and return receipt requested, in any post office or branch post office regularly maintained by the United States Postal Service, (ii) upon personal delivery, or (iii) one (1) business day after deposit with any recognized commercial air courier or express service. Any communication made by e-mail or similar method shall not constitute notice pursuant to this Agreement.

8.2 **Emergency Contact.** Company shall make certain that it has a designated contact person available 24/7 in the event of an emergency requiring Town to take immediate action. Company's 24/7 call center number is 970-460-8004.

Section 10. Miscellaneous Provisions. The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

10.1 A Company representative shall have one copy of the applicable construction or other permit issued for work authorized under this Agreement and available during construction or maintenance of any Equipment.

10.2 Non-exclusive Use. The Parties understand and agree that Town permits other persons and entities to install utility facilities in the ROW. Town shall not be liable to Company for any damage caused by those persons or entities.

10.3 Severability of Provisions. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.4 No Waiver. A Party shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of a Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions. Both Town and Company expressly reserve all rights they may have under Applicable Law to the maximum extent possible, and neither Town nor Company shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Agreement.

10.5 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Colorado. Venue for any proceeding arising out of this Agreement shall be in Boulder County.

10.6 Appropriations. This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Town of Erie Home Rule Charter. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the Town Council of Erie, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the Town which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Town. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a budget detail report which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.

10.7 Bankruptcy. The Town and Company hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Term, either Party shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq. (the "Code"), for the purposes of proceeding under the Code, this Agreement shall be treated as an unexpired license or lease of nonresidential real property under 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365. Any person or entity to which this Agreement is assigned

pursuant to the provisions of the Code shall be deemed without further act to have assumed all of the obligations of Company or the Town, as applicable, arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to the Town or Company, as applicable, an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to the Town or Company, as applicable, shall be the exclusive property of the Town, or Company, as applicable, and shall not constitute property of Company or of the estate of Company or the Town or of the estate of the Town, as applicable, within the meaning of the Code. Any monies or other considerations constituting the Town's or Company's property, as applicable, under the preceding sentence not paid or delivered to the Town or Company, as applicable, shall be held in trust for the benefit of Town or Company, as applicable, and be promptly paid to the Town or Company, as applicable.

10.8 Assignment. Any sale, transfer of ownership or control, or assignment of this Agreement to any entity that is not a parent or wholly owned subsidiary of Company is subject to the prior written consent of the Town, which shall not be unreasonably withheld, conditioned or delayed. Prior to its decision the Town may require that Company and proposed transferee or new controlling entity provide documentation demonstrating its financial, legal and technical ability to comply with the provisions of this Agreement. If a sale, transfer of ownership or control, or assignment of this Agreement is to a parent or wholly owned subsidiary of Company, the Town shall be provided with written notice of the transaction and full contact information for the new entity a minimum of thirty (30) days prior to the closing of the transaction. Any sale, transfer of ownership or control or assignment will bind the successor in interest to the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, Company may pledge the assets of the Network for the purpose of financing provided that such pledge of assets shall not impair Company or mitigate Company's responsibility and capability to meet all its obligations under the provisions of this Agreement.

10.9 Force Majeure. With respect to any provisions of this Agreement, the violation or noncompliance of any term of this Agreement which could result in the imposition of a financial penalty, damages, forfeiture or other sanction upon a party, such violation or noncompliance shall be excused where such violation or noncompliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, pandemics, or other events, the occurrence of which was not reasonably foreseeable by such Party and is beyond such party's reasonable control, and which was not caused and could not have been avoided by a party which used its best efforts in its operations to avoid such results. If a Party believes that a reason beyond its control has prevented or delayed its compliance with the terms of this Agreement, it shall provide documentation as reasonably required by the other party to substantiate its claim. If that Party has not yet cured the deficiency, it shall also provide the other Party with its proposed plan for remediation, including the timing for such cure.

10.10 Limitation of Liability. Except for the obligations of Sections 6 and 7, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10.11 Representations and Warranties. Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

10.12 No Third-Party Beneficiaries. This Agreement benefits only the parties hereto and their successors and permitted assigns. There are no third-party beneficiaries.

10.13 Public Disclosure. Company acknowledges that this Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. §§ 24-72-101, *et seq.*, and accordingly may be disclosed to the public.

10.14 Use of Conduits by Town. The Town may install or affix and maintain its own facilities for Town purposes in or upon any of Company's ducts, conduits, or equipment in the ROW and other public places, at a charge to be negotiated between the Parties. For the purposes of this subsection, Town purposes include without limitation the use of the structures and installations for Town fire, police, traffic, telephone, or signal systems not in competition with Company.

10.15 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both Parties.

10.16 Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. Any prior oral or written agreements or licenses between the Parties concerning use of the Public ROW is superseded by this Agreement.

10.17 This Agreement may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

10.18 All Exhibits to this Agreement are hereby incorporated into this Agreement by reference.

10.19 Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

The Town of Erie

By: _____
Andrew J. Moore, Mayor

Attest:

By: _____
Debbie Stamp, Town Clerk

Company

Signed by:
Philip Hartman
5BB473076AE5428...
By: _____
Name: Philip Hartman
Title: Manager

State of Colorado)
) ss
County of)

The forgoing instrument was subscribed, sworn to, and acknowledged before me on this ___ day of _____, 2025, by _____ as the _____ of LightGig Communications, LLC

My Commission expires: _____

(Seal)

Notary Public

Exhibit A

Company shall provide the following as is applicable to be considered by the Town:

1. Plan and profile drawings, layout design, and specifications for installation of the Equipment, including the equipment shelters, cables, conduit, pull boxes, pedestals, fiber runs, point of demarcation, electrical distribution panel, electric meter, electrical conduit and cabling, and all other associated equipment. Where applicable, the design documents shall include specifications on design and ADA compliance.
 - a. The plot plan shall show ROW limits, existing sidewalk size, existing utilities (including water and sanitary sewer service lines), existing trees, fences, and other above ground improvements, traffic control signs and equipment, and other existing improvements located within 10 feet of any Equipment
2. The number, size, type, and proximity to the facilities of all communications conduit(s) and cables to be installed.
3. Description of the utility services required to support the facilities to be installed.
4. Current plan for conducting emergency repairs.

Exhibit B

Form of Supplemental Site License

This Supplemental Site License is entered into this ___ day of _____, 202_ ("Effective Date") between the Town of Erie, Colorado (the "Town") and _____ ("Company") (collectively, the "Parties").

Section 1. Supplemental Site License. The Town grants to Company a nonexclusive, revocable Supplemental Site License to locate, construct, operate, control and maintain the Equipment, as contemplated and defined in that certain Nonexclusive Limited License Agreement For Fiber Network in connection with the operation of Company's Network, between Town and Company dated __, _____, 202_, (the "License Agreement") within the Public ROW (as defined in the License Agreement) segment shown in **Exhibit A**, attached hereto and incorporated herein by this reference ("Equipment Location").

The grant of this Supplemental Site License indicates that at the time of its execution, Company is materially compliant with all other Supplemental Site Licenses granted by the Town for developments which are under construction at time of application or have been completed immediately prior to application. Should Company be in violation of any material term of any Supplemental Site License granted by the Town, the Town shall provide Company written notice of such violation and the Town shall have the option to deny Company's Supplemental Site License applications which are subject to the Town's approval at the time the Town informed Company of the applicable violations. In the event the Town denies the issuance of new Supplemental Site Licenses pursuant to the provisions of this Section 1, the Town and Company shall promptly meet and negotiate in good faith to determine the obligations Company must fulfill prior to the issuance of new Supplemental Site Licenses. If Company and the Town mutually agree on the obligations Company must perform, Company shall promptly undertake performance of such obligations and so as long as Company is diligently pursuing performance and notwithstanding the fact the obligations have not been fulfilled, the Town shall have the option to commence the issuance of new Supplemental Site Licenses.

Section 2. Incorporation of Agreement. All of the terms and conditions of the Master License Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Master License Agreement. In the event of a contradiction, modification, or inconsistency between the terms of the Master License Agreement and this Supplemental Site License, the terms of this Supplemental Site License shall govern. This Supplemental Site License shall, when executed, be attached as part of **Exhibit C** to the Master License Agreement. Capitalized terms used in this Supplemental Site License shall have the same meaning described for them in the Master License Agreement unless otherwise indicated herein.

Section 3. Plan and Profile. Plans and profiles for the construction and installation of the applicable Equipment at the Equipment Location shall be approved by the Town before beginning any work within the ROW or public utility easements or other

easements benefiting the Town within the Town or installation of such Equipment. Plans shall show Company's drawings of Equipment as compiled in accordance with the Town's practices and procedures as they are in effect from time to time, as well as any information required by Applicable Law. "As-Built" drawings with respect to the Equipment will be provided to the Town within thirty (30) days after completion of installation of the applicable grid. Depths of the existing Town utilities (including water and sanitary sewer service lines) shall be potholed and surveyed, as specified in Section 4 of the License Agreement.

Section 4. Equipment. The Equipment to be installed at the Equipment Location is described in **Attachment 1, Table 1**, attached hereto and incorporated herein by this reference.

Section 5. Term of Supplemental Site License. The term of this Supplemental Site License shall be as set forth in Section 3 of the Master License Agreement.

Section 6. Commencement Date of Supplemental Site License. The commencement date of this Supplemental Site License is the date Company completes installation of the applicable Equipment at the Equipment Location and receives final approval of the installation from the Town ("Installation Date").

Section 7. Approvals. It is understood and agreed the Company's ability to install its Equipment in the ROW is contingent upon its obtaining all of the appropriate certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required under Applicable Law (as defined in the License Agreement), and such approval which shall not be unreasonably withheld, conditioned, or delayed by the Town. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Company is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) Company determines the Equipment Location is no longer technically compatible or financially feasible for its use, Company shall have the right to terminate all or part of this Supplemental Site License. Notice of Company's exercise of its right to terminate shall be given to the Town in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Company, or upon such later date as designated by Company. All standard and customary permit fees paid to said termination date shall be retained by the Town. Upon such termination, all or part of this Supplemental Site License, as applicable, shall be of no further force or effect except to the extent of the obligations to comply with the representations, warranties and indemnities made by each party to the other hereunder and in the License Agreement and the Town's obligation to repay to the Company any fees which Company may have accrued and which are subject to reimbursement under the applicable Supplemental Site License.

Section 8. Nonliability. Company acknowledges that the Town's review and approval of the plans for the Equipment is done in furtherance of the general public health, safety, and welfare and that no specific relationship with, or duty of care to Company or third parties is assumed by such review approval.

Section 9. Hold Harmless. In connection with any activities undertaken pursuant to this Supplemental Site License, Company agrees to indemnify, defend, and hold the Town harmless from any claims brought by any third party against the Town pursuant to Section 6 of the License Agreement.

Section 10. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Supplemental Site License, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys, or employees.

Section 11. Incorporation of Exhibits. All Exhibits to this Agreement are hereby incorporated into this Agreement by reference.

The Town of Erie

By: _____

Attest:

By: _____
Debbie Stamp, Town Clerk

Company

By: _____

Name: _____

Title: _____

ATTACHMENT 1 TO SUPPLEMENTAL SITE LICENSE

Attachment 1 to Supplemental Site License

Table 1

ROW Site ID No.	Street Names/Intersections/Locations of Specific Equipment being installed	Description of Equipment to be deployed at specific location authorized in SSL

Exhibit C

Supplemental Site Licenses

The following Supplemental Site Licenses have been granted by the Town:

Supplemental Site ID No.	Date Granted	Approved By: