

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "**Agreement**") is made effective as of \_\_\_\_\_, 2025 ("**Effective Date**"), by and between Lake Havasu City, an Arizona municipal corporation (the "**City**") and ALLO Arizona, LLC, a Nebraska limited liability company (the "**Licensee**").

### RECITALS

- A. The City is the owner of several parks.
- B. The Licensee is a telecommunications company offering fiber telephone, long-distance, broadband, internet and television to residents and businesses.
- C. The Licensee desires to store its equipment and install conduit and fiber in designated areas of certain City parks designated by the City (the "**Parks**") to expand digital services at no cost to the residents and visitors of Lake Havasu City, including without limitation wireless Internet access ("**Wi-Fi**") to support a Licensee Wi-Fi network that allows its customers access to secure internet connectivity across the local area. The areas in which Licensee desires to store its equipment and install conduit and fiber are not within "Highways" of the City as such term is defined in A.R.S. § 9-1401.
- D. The City desires to provide public Wi-Fi at no cost to the residents and visitors of Lake Havasu City around the Parks and desires for the Licensee to install conduit and up to five locations of dedicated gigabit ELAN connections for City network services and for the City's use in the same locations that Licensee is authorized to install conduit for its own use.
- E. The City and Licensee desire to enter into this Agreement to establish the terms by which the City will grant a license to Licensee to install, place, operate, maintain and store, as applicable, conduit, fiber and equipment in the Parks to provide public Wi-Fi in the Parks at no cost to the residents and visitors of Lake Havasu City, City ELAN connections, and Licensee Wi-Fi network services for Licensee's customers.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. License. The City grants the Licensee a non-exclusive license (the "**License**") to attach, bore, trench, install, construct, operate, maintain, repair, upgrade, remove, reattach, reinstall, relocate, replace and store conduit, fiber, facilities and other such equipment (collectively, "**Licensee Equipment**"), as may be required and as approved by the City, in areas designated by the City within the Parks (the "**Licensed Areas**"), as shown on the attached Exhibit A, to facilitate the City in providing public Wi-Fi, of at least 10 megabits per second, in the Parks at no cost to the residents and visitors of Lake Havasu City, to provide up to five locations of one

(1) Gigabyte ELAN connections for the City's private network, and may at its sole discretion provide higher speeds to individual users for an additional charge. This grant is subject to the applicable provisions of this Agreement, the City Code and any future amendments, together with all applicable laws and reasonable regulations of any regulatory agency having competent jurisdiction.

1.1 Locations. The City has sole discretion to determine where Licensee may bore, trench, and install wall-mounted equipment, conduit, fiber and Licensee Wi-Fi network equipment within the Parks, but shall not unreasonably withhold, condition, or delay any approvals or consents needed for Licensee to install the Licensee Equipment or provide the services described in this Agreement. Storage of any Licensee equipment may only be in existing City buildings or areas; Licensee may not build or place any new storage areas on City property.

1.2 Non-exclusive Rights. Licensee's rights under this Agreement are non-exclusive, and City may grant easements or licenses in the Parks, excluding the Licensed Areas, for communications facility use or otherwise, so long as such other usage does not materially interfere with Licensee's Wi-Fi network services.

## 2. Installation; Access.

2.1 Plans Submittal and Permits. After consultation with the City Manager or the City Manager's authorized designee (each an "**Authorized Representative**") on the locations referenced in Section 1.1 and before the start of any construction, installation or repair work within any City property pursuant to the rights granted under this Agreement, Licensee or its designee shall submit plans and specifications, showing the proposed location of facilities to be installed, constructed or repaired in relation to the location of other known adjacent conduit and facilities, for City review and approval and shall pay all applicable review and inspection fees. These plans shall be prepared and submitted in accordance with the City requirements. Plans approval is separate from the approval of locations required under Section 1.1. Further, Licensee shall obtain any required permits for such work and pay all applicable fees, including those required by the City and federal or state laws. The City will reasonably provide the Licensee access to non-public areas of the Parks as necessary for preparation of plans related to installation at approved locations.

2.2 Mapping. Prior to the commencement of any work under this Agreement, Licensee shall provide to the City accurate records of the proposed locations of all conduits and facilities for the City to update its GIS system. If requested, Licensee shall provide such information in an electronic mapping format compatible with the current City electronic mapping format.

2.3 Installation. After City review and approval, if required, of the plans and specifications, Licensee must coordinate with the Authorized Representative to establish a time for boring, trenching, and installation of the conduit, fiber and equipment, which time will be established in the City's sole discretion. Construction and installation shall be done at Licensee's sole expense and shall be done in a first-class workmanlike manner consistent with City's standards. During construction, the City will inspect all construction, including any trenching, backfilling, and other related items and Licensee shall reimburse the City its actual, reasonable

and documented inspection costs. Any contractors working on City property under the permit of the Licensee shall hold all applicable licenses.

2.4 Safety. Licensee shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Licensee's failure to thoroughly familiarize itself with these safety provisions shall not relieve Licensee from compliance with these provisions.

2.5 Applicable Laws. All Licensee Equipment shall be installed, operated and maintained in accordance with the Lake Havasu City Code, with respect to any applicable provisions regulating construction, electrical wiring and equipment, and wireless communications facilities or equipment as the same now exist or may be amended or may be adopted, including without limitation the City building code and the National Electric Code and adopted City amendments thereto. Licensee is responsible for obtaining all certificates, licenses, permits and other consents and approvals that may be required by any federal, state or local authorities for its uses under this Agreement. As necessary, Licensee shall obtain any required approval of the equipment subject to this Agreement, or any modifications or changes thereto, from the Arizona Corporations Commission, appropriate agencies or other governmental bodies, and secure any required assessment of the impact the equipment may have upon the environment. If it is necessary for the Licensee to comply with any law or regulation of the Federal Communications Commission or the Arizona Corporations Commission to engage in business activities associated with use of the public highways, public rights-of-way and City property to provide services, the Licensee shall comply with such laws or regulations as a condition precedent to exercising any rights granted by this License. Provided, however, no such law or regulation of the Federal Communications Commission or the Arizona Corporations Commission shall enlarge or modify any of the rights or duties granted by this License without a written modification to this License that is duly executed by both parties.

2.6 Non-Interference.

A. Licensee shall ensure that the Licensee Wi-Fi network equipment and other applicable Licensee Equipment will not cause radio frequency interference with the reception or broadcasting of existing wireless communication facilities devices, cable television, community antennae televisions systems, satellite broadcast television systems or to the City traffic or other communications signal equipment. The term "radio frequency interference" is defined as any degradation in the ability to receive an intended signal.

B. Except as permitted by applicable laws or this License, Licensee shall not interfere in any manner with the existing uses of the Licensed Areas or surrounding property, without the express written approval of the owner or owners of the affected property or properties.

C. The term “**interference**” under this section is defined as physical interference and radio frequency interference. Physical interference is where Licensee devices cause reduced use of others’ prior mounted equipment, or where Licensee devices cause an obstruction in a preexisting and necessary line-of-sight path.

2.7 Damage to City Property. If Licensee damages or disturbs the surface or subsurface of any City property, Licensee shall promptly, at its own expense, and in a manner acceptable to the City, repair the damage or disturbance.

2.8 Access. To access any of the Licensed Areas or installed or stored Licensee Equipment at any time, Licensee must request such access at least 24 hours in advance from the Authorized Representative. Such access is in the City’s sole discretion, and Licensee or its designees must be accompanied by City staff.

2.9 Personal Property. Licensee is solely responsible for, and City is not liable for, any loss, damage or injury to properties of any kind that are shipped or otherwise delivered to the Parks or stored in or at the Licensed Areas for Licensee. City shall assume no responsibility for losses suffered by Licensee, or its agents, employees or invitees, which are occasioned by theft or the disappearance of equipment or other personal property.

2.10 Relocation. Except as provided herein, Licensee shall bear the entire cost of timely relocating Licensee Equipment located within City property, the relocation of which is necessitated by the construction of public improvements by or on behalf of the City. If Licensee is required to relocate Licensee Equipment due to the construction of a public improvement, the City shall provide Licensee with at least 120 days’ written notice before any required action of Licensee to relocate affected portions of the Licensee Equipment and shall cooperate with Licensee to identify a replacement and alternative City property or right-of-way for the relocation of affected portions of the Licensee Equipment. Within 120 days after service of notice by the City, Licensee shall remove the designated portions of the Licensee Equipment, and, if requested, restore the City property to the same condition as before the installation of the Licensee Equipment. Licensee shall provide to the City accurate records of the proposed new locations of all conduits and facilities for the City to update its GIS system. The City will make reasonable efforts to design and construct projects pursuant to this section so as to avoid relocation expenses to Licensee. Notwithstanding the City’s obligations herein to provide reasonable notice and opportunities for relocation of Licensee Equipment, the City’s determination with respect to use any of the License Areas is at its sole and absolute discretion. Notwithstanding anything to the contrary contained herein, for any relocation of City conduit necessitated by the construction of public improvements by or on behalf of the City, Licensee shall relocate the City Conduit on the City’s behalf, with the City and Licensee each bearing fifty percent of Licensee’s full cost of relocating both Licensee Equipment and City Conduit.

2.11 Hazardous Materials. Licensee shall not, in violation of any applicable law, keep, store, sell or dispose of, on or about the Licensed Areas or other City property, materials which are in any way explosive or hazardous.

3. Licensee Obligations. In lieu of monetary license fees for the Licensee’s rights under this Agreement, the Licensee agrees to provide the following, which is deemed by the parties to be of equal or greater value and of which the City deems is of public benefit:

3.1 City Conduit. At Licensee's sole expense, Licensee shall install one, 1.25" conduit in the Parks for the City's use ("**City Conduit**") in accordance with the approved plans and in conformance with any specifications provided by the City. Unless otherwise approved by the City, the conduit for the City's use in the Parks shall be in the same trench as the Licensee's conduit. The City's conduit and the Licensee's conduit may share pull boxes, so long as the City is able to fully access its conduit. Once installed and accepted by the City, the conduit provided by Licensee for the City's use shall be owned by the City.

3.2 ELAN Connections. At Licensee's sole expense, Licensee shall provide dedicated gigabit ELAN connections for City network services in up to five locations determined by the City in its sole discretion as depicted in Exhibit A and subject to the conditions contained in this Agreement. These locations are to be where the City does not currently have direct fiber communications to its network. Once installed and approved by the City, the City shall accept ownership of the conduit, and will be responsible for the conduit and any contents the City installs or causes to be installed in the conduit going forward.

3.3 Utilities and Taxes. All utilities utilized by Licensee in connection with this Agreement shall be separately metered solely in Licensee's name. Licensee shall be directly responsible for, and shall pay when due, all charges for utilities utilized by Licensee. Licensee shall pay when due any taxes imposed upon the City attributable to the real property improvements or personal property installed by Licensee on City property or to the use of such improvements and property.

3.4 Maintenance; Default. Licensee shall own, maintain, repair, and bear responsibility for keeping all Licensee Equipment in good working order, condition, and repair, and shall maintain all Licensed Areas in a clean and tidy condition, all at its own expense. If City deems that the Licensee is not performing its obligations under this subsection, it shall provide written notice to Licensee, and Licensee shall have 10 days from the date of the notice to perform its obligations, except that Licensee shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency. In case of an emergency, Licensee shall provide as much notice as reasonably possible to City. If, however, the nature or extent of Licensee's obligation is such that more than 10 days are reasonably required to complete the work, the Licensee shall not be in default of this Agreement if it commences work within said 10-day period and thereafter diligently works until completion; provided however, that the total cure period shall not exceed 90 days. If the Licensee does not perform its obligations within the time limitations in this subsection, City after delivering written notice to the Licensee may (but shall not be obligated to) perform the obligations and have the right to be reimbursed for the sum it actually expends in the performance of Licensee's obligations. Any notice or demand concerning a material hazard or emergency may be made orally, by telephone or otherwise, provided that written confirmation is given within 5 days after the oral notice or demand is made.

3.5 Alterations. Licensee shall not make any structural or exterior improvements or alterations to the Licensed Areas without City's consent, which shall not be unreasonably withheld, conditioned, or delayed.

3.6 Construction Liens. Any worker, material or mechanic's lien filed against City property for work claimed to have been done for, or materials claimed to have been furnished to Licensee, shall be discharged by Licensee, by bond or otherwise, within 20 days after the filing thereof, at Licensee's sole cost and expense.

4. City Obligations and Rights.

4.1 Maintenance. Once installed by Licensee and accepted by the City, the City shall be responsible to maintain the City Conduit and any contents the City installs or causes to be installed in the City Conduit. City shall be responsible to maintain any storage spaces licensed to the Licensee in good order, condition, and repair.

4.2 Public Emergency. In the event of a public emergency, City shall have the right, upon reasonable notice to Licensee, to sever, disrupt, or detach any Licensee Equipment. City shall, where reasonable, work with Licensee in responding to the emergency. A public emergency is any condition that poses an immediate threat to the safety or welfare of the residents of City.

5. Term. The initial term of this Agreement (the "**Initial Term**") is 10 years from the Effective Date set forth above, unless terminated sooner as set forth in Section 9. The Initial Term will automatically be extended for two possible five-year terms (each, a "**Renewal Term**" and collectively with the Initial Term, the "**Term**"). If Licensee Equipment remains in the Licensed Area beyond the expiration of this Agreement without a subsequent written agreement with the City, the Agreement shall be deemed to renew on a month-to-month basis subject to the same terms and conditions contained herein. Either party may terminate such a holdover term by providing 30 days' written notice to the other party.

6. Indemnification. The following provisions of this section shall survive the expiration or termination of this Agreement, but only for those claims arising out of activities or incidents which occurred while this Agreement was in effect:

6.1 Environmental Matters. Licensee shall be solely responsible for and shall defend, indemnify and hold City, and its City Councilmembers, officers, employees and agents, harmless from and against any and all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with removal, cleanup or restoration of the Licensed Areas or Parks caused by Licensee's introduction or use of Hazardous Materials (as defined below) in the Licensed Areas or the Parks. "**Hazardous Materials**" for purposes of this section shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be in the Parks, is either (i) potentially injurious to the public health, safety or welfare, the environment or the Parks; (ii) regulated or monitored by any governmental authority or (iii) a basis for potential liability of City or Licensee under any applicable statute or common law theory. Notwithstanding the foregoing, janitorial supplies in reasonable quantities which are used in accordance with manufacturer's instructions and applicable laws shall not be deemed "Hazardous Materials."

6.2 General. In addition to Licensee's obligations under Section 6.1, as to the City, and its City Councilmembers, agents, officers and employees, Licensee hereby waives claims for, and agrees to indemnify, defend and hold each of them harmless from and against, any and all liability, loss, damage, cost or expense, including, without limitation, defense costs and reasonable attorneys' fees, and claims for damages of any nature whatsoever, including, without limitation, causes of action, suits, demands or judgments in connection with bodily injury, death, personal injury, property damage or contractual liability to the extent arising from or due to (i) any breach or default on the part of the Licensee in the performance of any covenant or agreement hereunder; (ii) any accident, injury to or death of any person, or damage to or loss of property, or any other thing occurring in, on or about the Parks or upon adjoining sidewalks, streets or ways, for which the legal cause is the installation of the Licensee Equipment, or the use and occupancy of the Parks by Licensee; (iii) any act or omission of Licensee or its officers, directors, partners, employees, agents, contractors, invitees or any person for whose conduct Licensee is legally responsible directly or indirectly; and (iv) any violation by Licensee of any laws affecting the Parks or any part thereof or the ownership, occupancy or use thereof; provided, however, Licensee shall not be liable to City for such claims or damages as may be due to or caused by the negligence or willful misconduct of City, or its City Councilmembers, officers, employees or agents.

## 7. Insurance.

7.1 Licensee's Liability Insurance. Licensee shall provide and maintain in full force while this Agreement is in effect, commercial general liability insurance in an amount of at least \$1,000,000 per occurrence and excess liability (or "umbrella") insurance of at least \$5,000,000, in each case with a company given an A.M. Best Rating of A-VII and authorized to do business in Arizona. All required insurance shall provide that insurers will endeavor to provide that City is to be given at least 30 days' advance written notice of any cancellation, material adverse modification or termination of coverage; shall provide that such insurance shall not be reduced or eliminated because of any acts of Licensee or its officers, directors, partners, agents or employees; shall include City as an additional insured; and shall provide that such coverage shall be primary and not contributing with respect to any insurance maintained by City except in the case of City's negligence or willful misconduct. Licensee shall include all subcontractors and/or insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein for the Licensee. Any rights of City under such insurance shall not limit any rights City may have against Licensee under this Agreement. Licensee shall provide City with certificates of insurance promptly upon request.

7.2 Personal Property Insurance. City assumes no responsibility for the equipment and other personal property of Licensee.

7.3 Release of Claims. City and Licensee hereby mutually release and discharge each other from all claims, liabilities and rights of action arising from or caused by any hazard covered by insurance on the Licensed Areas, or covered by insurance in connection with personal property on, or activities conducted on, the Licensed Areas, regardless of the cause or the damage or loss; provided, however, that such release and discharge applies only to the extent that the injured party is fully compensated for its losses, claims and damages from the proceeds of such insurance.

8. Assignment. Licensee may not assign or encumber this Agreement or any interest herein, without obtaining the prior written consent of City. Except as provided in this Agreement, any assignment, sublicense, or other transfer without the written approval of the City shall be null and void. Notwithstanding the foregoing, Licensee may assign its entire interest under this Agreement to a corporation, partnership, or other legal entity controlling, controlled by, or under common control of Licensee, or to any successor to Licensee by purchase, merger, consolidation, or reorganization with the consent of the City.

9. Termination; Cancellation. Upon any expiration or any earlier termination of this Agreement, Licensee agrees to surrender the Licensed Areas in a clean and tidy condition, remove all Licensee Equipment and return the Licensed Areas to pre-Agreement condition, reasonable wear and tear excepted, in accordance with this Agreement.

9.1 Breach. City may terminate this Agreement upon any material breach by Licensee that remains uncured for 30 days after Licensee's receipt of written notice from City, unless (i) the nature or extent of Licensee's obligation is such that more than 30 days are reasonably required to complete the cure, and (ii) Licensee commences and diligently pursues the cure of such breach within the 30-day period and continues diligently until such cure is completed, but in no event to exceed a total cure period of 90 days from the notice of default.

9.2 Voluntary Termination. City shall have the right to terminate this Agreement at any time without cause, upon 90 days' written notice to Licensee after January 1, 2036.

9.3 Conflict of Interest. Licensee acknowledges that City has the statutory right for three years under A.R.S. § 38-511 to cancel this Agreement if, while this Agreement is in effect, any person significantly involved in negotiating, drafting or securing this Agreement on behalf of City is (i) an employee or agent of Licensee in any capacity or (ii) a consultant to Licensee with respect to the subject matter of this Agreement.

9.4 Licensee Equipment on Termination. Upon the expiration or termination of this Agreement, for breach or otherwise, unless Licensee wishes to remove the Licensee Equipment, Licensee Equipment shall become owned by City free and clear, surrendered with the Licensed Areas, and Licensee shall provide City with a recordable quitclaim deed releasing and terminating all of Licensee's rights and interests upon request by the City.

10. Notices. Any notice required or permitted under the terms of this Agreement or otherwise shall be deemed sufficiently given or served if in writing three days after being deposited for mailing by United States certified mail, return receipt requested, postage prepaid, or the next business day if sent by a nationally recognized overnight courier, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):



CITY: Lake Havasu City, Arizona  
Attn: City Manager  
2330 N. McCulloch Blvd.  
Lake Havasu City, Arizona, 86403  
Telephone: 928-453-4141

With a required copy to: Lake Havasu City, Arizona  
Attn: City Attorney  
2330 N. McCulloch Blvd.  
Lake Havasu City, Arizona, 86403  
Telephone: 928-453-4144  
Email: [civil@lhcaz.gov](mailto:civil@lhcaz.gov)

LICENSEE: ALLO Arizona, LLC  
Attn: Legal  
330 S 21st St  
Lincoln, NE 68510  
Telephone: [866-481-2556](tel:866-481-2556)  
Email: [Legal@allofiber.com](mailto:Legal@allofiber.com)

The telephone numbers and email addresses listed above are for purposes of providing the same to overnight delivery services and are not to be otherwise used for notice purposes.

11. Attorneys' Fees. If either party institutes suit to enforce any rights hereunder, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees, which award of attorneys' fees shall be made by the court and not by the jury or trier of fact. Upon appeal, the prevailing party shall be entitled to recovery of its court costs and reasonable attorneys' fees incurred as a result of such appeal.

12. Covenants of City. City hereby represents and covenants to Licensee that City is seized of good and sufficient title and interest in the property upon which the Parks are located and has full authority to enter into and execute this Agreement.

13. Covenants of Licensee. Licensee hereby represents and covenants to City as follows:

13.1 Good Standing. Licensee is in full compliance with its organizational documents, qualified to do business in Arizona and in good standing under Arizona law.

13.2 Authorization. The execution, delivery and performance of this Agreement has been duly authorized by Licensee.

13.3 Compliance with Law. Licensee will conduct its business in full compliance with all applicable laws, regulations and ordinances, and shall permit all requested inspections by appropriate governmental authorities. Licensee and its employees and agents will at all times have all insurance, licenses and permits legally required for the conduct of its business.

14. Governing Law. This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by Arizona law. Any litigation relating to this Agreement shall be conducted in Mohave County, Arizona, and Licensee hereby waives all questions of personal jurisdiction and consents to jurisdiction and venue in Mohave County, Arizona for this purpose.

15. Miscellaneous.

15.1 Approval. Any approvals from City required or permitted under the terms of this Agreement must be in writing and signed on behalf of City by its Authorized Representative.

15.2 Relationship of Parties. The relationship of the parties hereto is solely that of City/Licensee of an interest in license agreement, and it is expressly understood and agreed that City does not in any way nor for any purpose become a partner of Licensee or a joint venturer with Licensee in the conduct of Licensee's business or otherwise. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between City and Licensee.

15.3 Entire Agreement. This Agreement contains all of the agreements, promises and understandings between the parties with respect to the subjects hereof, and supersedes all prior negotiations and agreements.

15.4 Amendment. This Agreement may be amended only by an instrument in writing signed by the parties, which amendment is subject to City Council approval. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute the waiver of any other or subsequent breach.

15.5 Headings. Section headings are for convenience and shall not affect interpretation.

15.6 Number and Gender. The terms of this Agreement shall apply to whatever number or gender is appropriate.

15.7 Severability. If any provision of this Agreement is declared invalid or unenforceable, that provision shall be deemed modified to the extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the modified or remaining provisions shall remain in full force and effect.

15.8 Successors. This Agreement shall extend to and bind the permitted successors and assigns of the parties hereto.

15.9 E-Verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Licensee and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A). The Licensee's or its subcontractor's failure to comply with such

warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

15.10 Boycott of Israel. To the extent applicable under A.R.S. § 35-393 through § 35-393.03, the Licensee hereby certifies that it is not currently engaged in, and agree to not engage in for the duration of this Agreement, a “boycott” of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

15.11 Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Licensee warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If the Licensee becomes aware that it is not in compliance with this section, the Licensee shall notify the City of the noncompliance within five business days of becoming aware of it. If the Licensee fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

15.12 Counterparts. This Agreement may be executed in counterparts, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, the parties have executed this License Agreement as of the date specified above.

**CITY:**

**LAKE HAVASU CITY**, an Arizona  
municipal corporation

\_\_\_\_\_  
Cal Sheehy, Mayor

**ATTEST:**

\_\_\_\_\_  
Kelly Williams, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kelly Garry, City Attorney

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

LICENSEE:

ALLO Arizona, LLC, a Nebraska limited liability company

By: Michael R. Horton

Name: Michael R. Horton

Title: Regional GM  
08/15/2025

**EXHIBIT A**  
Licensed Equipment/Licensed Areas

**LICENSEE EQUIPMENT**

**Licensee Equipment Specifications**

Wi-Fi 6 certified devices within the dimensions and in the location contained in this Exhibit. Where specified below each Licensed Area will require a single device. City IT will coordinate with Licensee to ensure sufficient space based on the specified dimensions. The allowable size of the device is as follows:

Dimensions:

- Width: 16 in
- Height: 16 in
- Depth: 6 in
- Weight: 20 pounds

**LICENSED AREAS**

- *See following pages*

Rotary Park (Smoketree Avenue/Park Avenue) - Equipment will be located as described and shown on the map below:

- Wi-Fi Location 1: To be located on the electrical/storage closet wall in the restroom building adjacent to the skatepark.
- Wi-Fi Location 2: To be located in the northeast restroom located near the ballfields. The equipment will be located in the electrical/storage closet on the south side of the building.
- Wi-Fi Location 3: To be located in the restroom on the west side of the park in the north/west electrical/storage closet.
- ELAN Connection: None



Dick Samp Park (1682 Avalon Avenue) - Equipment will be located as described and shown on the map below:

- Wi-Fi Location – To be located in the north/east electrical room located in the restroom.
- ELAN Connection – The demark for the Licensee ELAN will be the same location as the Wi-Fi Location.





Avalon Park (1254 Avalon Avenue) - Equipment will be located as described and shown on the map below:

- Wi-Fi Location – To be located in the restroom electrical/storage closet.
- ELAN Connection - The demark for the Licensee ELAN will be in the same electrical/storage closet as the Wi-Fi Location.



Jack Hardy Park (2470 Baron Drive) - Equipment will be located as described and shown on the map below:

- Wi-Fi Location – To be located in the electrical/maintenance closet in the restroom in the middle of the park.
- ELAN Connection – The demark for the Licensee ELAN will be in the same electrical/maintenance closet as the Wi-Fi Location.



Cypress Park (Cypress Drive and Dayton Avenue) - Equipment will be located as described and shown on the map below:

- Wi-Fi Location – To be located in the middle of the park restroom in the electrical/maintenance room that runs in between the restrooms.
- ELAN Connection – None





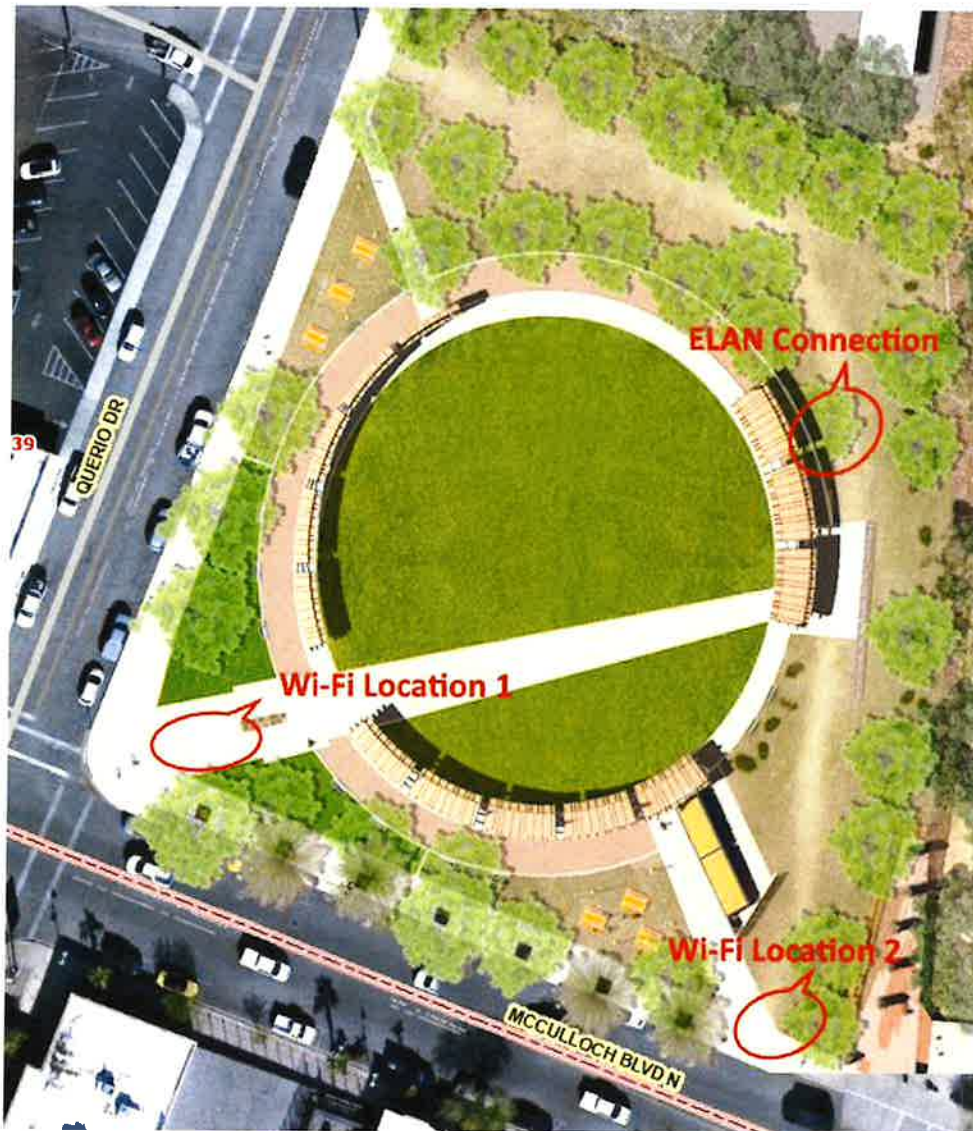
SARA Park (7260 SARA Parkway) - Equipment will be located as described and shown on the map below:

- Wi-Fi Location – To be located in the Parks Maintenance building northwest of the ballfields to provide service to the fields, roller rink, and speedway.
- ELAN Connection – The demark for the Licensee ELAN will be in the same Parks Maintenance building as the Wi-Fi Location.



Main Street Commons (Querio Drive and McCulloch Boulevard) - Equipment is anticipated to be located as described and shown on the map below. The location is currently under construction. Once construction is complete, the Parties will agree in writing as to the final Wi-Fi Locations and ELAN Connection.

- Wi-Fi Location 1 - To be located on the property's southeast corner
- Wi-Fi Location 2 - To be located on the property's southwest corner.
- ELAN Connection - The demark for the Licensee ELAN at the northeast corner.



London Bridge Beach (1340 McCulloch Blvd N) - Equipment will be located as described and shown on the map below:

- Wi-Fi Location 1 – To be located in the restroom in the electrical/IT closet.
- Wi-Fi Location 2 – To be located in the restroom and mounted on the backside of the restroom.
- Wi-Fi Location 3 – To be located in the electrical panel in the maintenance closet.
- ELAN Connection – None

