

AMENDMENT NO. 1 TO LEASE AGREEMENT

This **AMENDMENT NO. 1 TO LEASE AGREEMENT** (this "Amendment") is made as of November 9, 2021 ("Effective Date") by and between City of Fremont, a municipal political subdivision of the State of Nebraska ("City"), whose address for the purposes of this Agreement is 400 East Military Avenue, Fremont NE 68025, Dodge County, a political subdivision of the State of Nebraska ("County"), whose address for purposes of this Agreement is 435 North Park Avenue, Fremont, NE 68025 and Allo Communications, LLC, a Nebraska Limited Liability Company ("Allo"), whose address for the purposes of this Agreement is 330 S 21st Street, Lincoln NE 68510. Each of City and Allo are sometimes referred to herein as a "Party" and collectively as the "Parties".

RECITALS

A. **WHEREAS**, City, Dodge County, and Allo are Parties to a Lease Agreement, dated December 30, 2020 ("Lease"), under which City and Dodge County agree to lease a parcel of property in Outlot "A" of the Technology Park ("Premises") to Allo according to terms of the Lease (defined below); and

B. **WHEREAS**, the Parties mutually desire to modify certain terms and conditions of the Lease, as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment.
 - (a) Amending Term, Section 2. of the Lease by replacing the Section with the following language:
 2. The term of this agreement shall be for the following period:
January 1, 2021 to the earlier of: (i) March 31, 2022; or (ii) the date in which Allo closes on its purchase of the Premises. In the event Allo purchases the Premises, this Lease shall automatically terminate as of the closing of the purchase and any amounts owed to the County and City by Allo shall be prorated as of such date.
2. General Terms.
 - (a) Except to the extent expressly modified by this Amendment #1 to the Lease, all other terms and conditions of said Lease will remain unmodified and continue in full force and effect. Any reference to the will be deemed to refer to the Lease as amended hereby, unless otherwise expressly stated.
 - (b) Governing Law. This Amendment No. 1 to the Lease will be governed by the laws of the State of Nebraska.
 - (c) Counterparts. This Amendment No. 1 to the Lease may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, City and Allo have duly executed this Amendment as of the date first written above.

DODGE COUNTY
a political subdivision of the State of
Nebraska,

CITY OF FREMONT, NEBRASKA
a municipal political subdivison of the State
of Nebraska,

By: _____
Bob Missel, Chairman Board of
Supervisors

By: _____
Joey Spellerberg, Mayor

ATTEST:

ATTEST:

By: _____
Fred Mytty, County Clerk

By: _____
Tyler Ficken, City Clerk

ALLO Communications LLC
a Nebraska Limited Liability Company

By: _____
Bradley A. Moline, President