

RIGHTS-OF-WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT ("Use Agreement") is dated June 15, 2026 (the "Effective Date"), and entered into by and between the County of Passaic("County"), body politic and corporate, having its address at 401 Grand Street, Room 205, Paterson, New Jersey 07505 and Pilot Fiber NJ LLC ("Pilot Fiber") with offices located at 1115 Broadway, Fl 12, New York, NY 10010.

RECITALS

WHEREAS, Pilot Fiber was approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TE25030109 on July 16, 2025, and intends to provide telecommunication services in accordance with that Order and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities; and

WHEREAS, Pursuant to such authority granted by the New Jersey Board of Public Utilities, Pilot Fiber may locate, place, attach, install, operate and maintain facilities within Public Rights-of-Way for purposes of providing telecommunications services; and

WHEREAS, Pilot Fiber proposes to place its telecommunication facilities aerially on utility poles or in underground conduit in the Public Rights-of-Way within the County for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system.

WHEREAS, it is in the best interests of the County and its citizenry for the County to grant consent to Pilot Fiber to occupy said Public Rights-of-Way within the County for this purpose.

WHEREAS, the consent granted herein is for the non-exclusive use of the Public Rights-of-

Way within the County for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the County and Pilot Fiber hereby agree to and with each other as follows:

Section 1. Definitions

- a. "BPU" is the New Jersey Board of Public Utilities.
- b. "Pilot Fiber" is the grantee of rights under this Use Agreement and is known as Pilot Fiber, their successors and assigns.
- c. "County" is the grantor of rights under this Use Agreement and is known as the County of _____, State of New Jersey.
- d. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.
- e. "Public Rights-of-Way" means the space in, upon, above, along, across,, over, and through any public land, road, street or highway under the maintenance and control of the County, including lands with public utility facilities as the same now or hereafter may exist. This term shall not include County, state, or federal rights-of-way or any property owned by any person or agency other than the County, except as provided by applicable Laws or pursuant to an agreement between the County and any such person or agency.
- f. "Utility Pole" means, in addition to its commonly accepted meaning, any wires or

cable connected thereto and any replacement thereof which are similar in construction and use.

Section 2. Grant of Consent.

The County hereby grants Pilot Fiber a license for the non-exclusive use of the Public Rights-of-Way within the County for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

Section 3. Public Purpose.

It is deemed to be in the best interests of the County and its citizenry, particularly including

commercial and industrial citizens, for the County to grant consent to Pilot Fiber to occupy said Public Rights-of-Way within the County for this purpose.

Section 4. Scope of Use Agreement.

Any and all rights expressly granted to Pilot Fiber under this Use Agreement, which shall be exercised at Pilot Fiber's sole cost and expense, shall be subject to the prior and continuing right of the County under applicable laws to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such Public Rights-of-Way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in Pilot Fiber a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership. This Use Agreement shall not be recorded.

The County hereby authorizes and permits Pilot Fiber to enter upon the Public Rights-of-Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles or other structures owned by public utility companies, or others, or to be constructed by Pilot Fiber located within the Public Rights-of-Way, as the case may be. Pilot Fiber shall not attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace its telecommunications facilities in or on Utility Poles or other structures owned by public utility companies, others, without first obtaining consent from said public utility company or other entity, as the case may be. Where Pilot Fiber intends to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities on existing utility polls or conduits, Pilot Fiber shall notify and coordinate with applicable County officials and personnel of planned work and anticipated timelines.

Pilot Fiber shall not construct any new facility, utility pole, or other equipment or structure within Public Rights-of-Way without first obtaining approval in the form of an Encroachment Permit or Highway Opening Permit, as the case may be, from the County and the County Planning Board, which shall not be unreasonably withheld.

Pilot Fiber's facilities shall not impact or otherwise affect the County's existing fiber optic network. Pilot Fiber shall notify and coordinate with applicable County officials and personnel in advance of any planned work and provide an anticipated timeline to avoid impacts on the County's fiber optic network.

Section 5. Costs, Fees, Reimbursements

Pilot Fiber shall pay all costs, fees, and reimbursements associated with obtaining any Highway Opening Permit sought by Pilot Fiber during the term of this Use Agreement.

Section 6. Compliance with Ordinance

Pilot Fiber shall comply with all applicable existing ordinances of the County as may be amended from time to time and with all future ordinances as may be enacted to the extent such ordinances are consistent with state and federal law.

Section 7. Duration of Consent

The non-exclusive County consent granted herein shall expire fifty (50) years from the Effective Date of this Use Agreement.

Section 8. Indemnification

Pilot Fiber, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the County, its successors

and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all personal injury and property damage claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Pilot Fiber actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys fees, court costs and any other expenses that may be incurred by the County in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Pilot Fiber activities pursuant to the rights granted in this Use Agreement.

Section 89. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. ALL DAMAGES ARISING FROM ANY CLAIM OR CAUSE OF ACTION SHALL BE LIMITED TO PROVEN DIRECT DAMAGES.

Section 10: Notices

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To Pilot Fiber at: Pilot Fiber NJ LLC
1115 Broadway, FL 12
New York, NY 10010
Attn: Joseph Fasone, Chief Executive Officer

To the [County] at: The

Attn: County Clerk

Section 11. Liability Insurance

Pilot Fiber shall at all times maintain a comprehensive liability insurance policy with a single amount of at least One Million Dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and an excess liability policy (or "umbrella") policy amount in the amount of Five Million Dollars (\$5,000,000.00).

Prior to the commencement of any work pursuant to this Use Agreement, Pilot Fiber shall file with the County Certificates of Insurance with endorsements evidencing the coverage provided by said liability and excess liability policies.

The County shall notify Pilot Fiber within fifteen (15) days after the presentation of any claim or demand to the County, either by suit or otherwise, made against the County on account of any of Pilot Fiber or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Use Agreement.

Section 12. Assignment.

Pilot Fiber may not assign this Use Agreement without the written consent of the County, which consent shall not be unreasonably withheld or delayed, except that Pilot Fiber shall have the right, upon notice to the County, to assign this Use Agreement without the County's consent if such assignment is approved by the BPU.

Section 13. Successors and Assigns.

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 14. Governing Law.

This Agreement shall be governed by, construed and enforced in accordance with the laws of

the State of New Jersey.

Section 15. Incorporation of Prior Agreements.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 16. Modification of Agreement.

This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Section 17. Invalidity.

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 18. Counterparts.

This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

Pilot Fiber NJ LLC



Larita Avery, CPO & VP, Business Operations

Dated: June 15, 2026

County of Passaic

Cassandra Lazzara, Commissioner Director
Board of County Commissioners, County of Passaic

Dated: _____