

WIRELESS USE LICENSE AGREEMENT

THIS WIRELESS USE LICENSE AGREEMENT (the "Agreement") is dated as of July 17, 2018 (the "Effective Date"), and entered into by and between the County of Clark, a political subdivision of the State of Nevada (the "County"), and Imperial Wireless Networks LLC ("LICENSEE"), a Nevada limited liability company.

Recitals

A. WHEREAS, LICENSEE, is a limited liability company organized under and by virtue of the laws of the State of Nevada, duly qualified to transact business within the State of Nevada and is registered with the Public Utilities Commission of Nevada as a provider of Telecommunication Services (CPC 3050); and

B. WHEREAS, the County is the owner of Streetlight Poles (as defined in Subsection 1.19, below) located in the Rights-of-Way (as defined in Subsection 1.18, below) of the unincorporated County; and

C. WHEREAS, LICENSEE has applied to the County for permission to construct, maintain, manage and operate facilities on Streetlight Poles of the County within the ROW (as defined in Subsection 1.18, below) and on other facilities owned by third parties in the ROW to enable certain third-parties ("Qualified Service Providers" as defined in Subsection 1.17) that are LICENSEE's customers to provide Commercial Mobile Radio Services (as defined in Subsection 1.6); and

D. WHEREAS, LICENSEE desires to use space on certain of the County's Streetlight Poles for construction, maintenance, management and operation of its Network (as defined in Subsection 1.15, below) serving LICENSEE's customers that are Qualified Service Providers and utilizing Equipment (as defined in Subsection 1.9, below), certified by the Federal Communications Commission ("FCC") and in accordance with FCC rules and regulations; and

E. WHEREAS, for the purpose of operating the Network, LICENSEE wishes to locate, place, attach, install, operate, control, and maintain Equipment on the Streetlight Poles in the ROW, owned by the County, and on other facilities owned by third parties in the ROW; and

F. WHEREAS, LICENSEE is willing to compensate the County in exchange for a grant and right to use and physically occupy portions of the Streetlight Poles and the ROW.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. **DEFINITIONS.** The following definitions shall apply generally to the provisions of this Agreement:

1.1 *Affiliate.* Affiliate means each person or entity which falls into one or more of the following categories: (a) each person or entity having, directly or indirectly, a controlling interest in LICENSEE; (b) each person or entity in which LICENSEE has, directly or indirectly, a controlling interest; or (c) each person or entity that, directly or indirectly, is controlled by a third party which also directly or indirectly controls LICENSEE. An "Affiliate" shall in no event mean any creditor of LICENSEE solely by virtue of its status as a creditor and which is not otherwise an Affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, LICENSEE.

1.2 *Assignment or Transfer.* "Assignment" or "Transfer" means any transaction in which: (a) any ownership or other right, title or interest of more than fifty percent (50%) in LICENSEE or its Network is transferred, sold, assigned, leased or sublet, directly or indirectly, in whole or in part; (b) there is any change or transfer of control of LICENSEE or its Network; (c) the rights and/or obligations held by LICENSEE under this Agreement are transferred, directly or indirectly, to another party; or (d) any change or substitution occurs in the managing general partners of LICENSEE, if applicable. An "Assignment" shall not include a mortgage, pledge or other encumbrance as security for money owed nor shall it include the use of LICENSEE's Equipment by third parties or attachment of third-party owned Equipment to Municipal Facilities by LICENSEE.

1.3 *Cable Service.* "Cable Service" has the meaning given it in the federal Cable Act, 47 United States Code § 521 et seq.

1.4 *Commence Installation.* "Commence Installation" shall mean the date that LICENSEE commences to install its Network, or any expansion thereof, in County ROW.

1.5 *Commence Operation.* "Commence Operation" shall mean the date that Equipment is installed and operational by LICENSEE pursuant to this Agreement.

1.6 *Commercial Mobile Radio Services.* "Commercial Mobile Radio Services" means the commercial mobile radio service as defined in 47 United States Code § 332(d) that third parties are authorized to provide as licensed by the PUCN.

1.7 *County.* "County" means the County of Clark, a political subdivision of the State of Nevada.

1.8 *Decorative Streetlight Pole.* "Decorative Streetlight Pole" shall mean any streetlight pole that: (a) is made from a material other than metal; or (b) incorporates artistic design elements not typically found in standard metal streetlight poles. Decorative Streetlight Poles may not be used for the Network without prior written approval by County. The term Decorative Streetlight Pole includes any historically or architecturally significant or designated streetlight poles owned by the County located in ROW.

1.9 *Equipment.* "Equipment" means the optical repeaters, wave division multiplexers, equipment cabinets, antennae, radios, modems and fiber optic cables, wires, and related equipment, whether referred to singly or collectively, that has been installed or that is proposed to be installed and operated by LICENSEE hereunder.

1.10 Gross Revenue. "Gross Revenue" shall mean and include any and all income and other consideration of whatever nature in any manner (including the full fair market value of any commercially traded or bartered goods and services that are provided in lieu of cash compensation to be paid to LICENSEE) gained or derived by LICENSEE or its Affiliates from Qualified Service Providers from or in connection with use of the Equipment by Qualified Service Providers to provide Commercial Mobile Radio Service using the Equipment. Gross Revenue shall not include: (a) sales, ad valorem, or other types of "add-on" taxes, levies, or fees calculated by gross receipts or gross revenues which might have to be paid to or collected for federal, state, or local government; (b) non-collectable amounts due LICENSEE; (c) refunds or rebates; (d) non-operating revenues such as interest income or gain from the sale of an asset; (e) revenues of LICENSEE or LICENSEE's Affiliate for the provision by LICENSEE or its Affiliates of Telecommunications Services, Information Service, or Cable Service; or (f) revenues of Qualified Service Providers for their provision of Commercial Mobile Radio Services.

1.11 Information Service. "Information Service" has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153(24).

1.12 Laws. "Laws" means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the County or other governmental agency having joint or several jurisdiction over the parties to this Agreement as such laws may be amended from time to time.

1.13 Licensee. "LICENSEE" means Imperial Wireless Networks LLC, a limited liability company duly organized and existing under the laws of the State of Nevada, and its lawful successors, assigns, and transferees, that is registered with the PUCN as a telecommunications services provider (CPC 3050).

1.14 Municipal Facilities. "Municipal Facilities" means County-owned Streetlight Poles, Decorative Streetlight Poles, lighting fixtures, or electroliers located within the ROW and may refer to such facilities in the singular or plural, as appropriate to the context in which used. Municipal Facilities does not include traffic signal poles or school zone flashers, or any related appurtenances.

1.15 Network. "Network" or collectively "Networks" means one or more of the neutral-host, protocol-agnostic, fiber-based optical repeater networks that LICENSEE operates to serve its customers that are Qualified Service Providers in the County.

1.16 PUCN. "PUCN" means the Public Utilities Commission of Nevada.

1.17 Qualified Service Provider. "Qualified Service Provider" means a person licensed by the Public Utilities Commission of Nevada to provide Commercial Mobile Radio Services and licensed by the County.

1.18 Rights-of-Way. "Rights-of-Way" or "ROW" means public property including air space, dedicated, granted, held, prescriptively used, or authorized by patent of the United States of America, for County public street and public utility purposes, except as limited by

any underlying grant, including rights-of-way granted by the United States Bureau of Land Management, United States Bureau of Reclamation or the Nevada Department of Transportation, and except public streets predominantly used for public freeway or expressway purposes, including without limitation the Clark County 215 Bruce Woodbury Beltway.

1.19 *Streetlight Pole.* “Streetlight Pole” shall mean any standard-design metal pole that has a mast arm for the support of a light fixture, is owned by the County and is used for street lighting purposes. Streetlight Pole does not include traffic signal poles, school zone flashers, or any related appurtenances, nor any pole supporting a streetlight that is made from any material other than metal.

1.20 *Telecommunications Services.* “Telecommunications Services” has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153(53).

2. TERM. This Agreement shall be effective as of the Effective Date and shall extend for a term of one (1) year (the “Initial Term”), unless it is earlier terminated by either party in accordance with the provisions herein or is superseded by a subsequent agreement. Provided that LICENSEE is not in default of any of its obligations under this Agreement at the time of renewal, this Agreement shall be automatically renewed for nine (9) successive one (1)-year renewal terms (each, a “Renewal Term”), unless at least ninety (90) days before the expiration of the Initial Term or of each of the first eight (8) Renewal Terms, as applicable, either County or LICENSEE notifies the other party in writing of termination of this Agreement at the end of the then current Term. The Initial Term and any exercised Renewal Terms shall be collectively referred to as the “Term.”

3. REPRESENTATION CONCERNING SERVICES; TERMINATION WITHOUT CAUSE. LICENSEE acknowledges that its rights to use the ROW under this Agreement arise out of its status under Title 47 of the United States Code as a provider of Telecommunications Services and LICENSEE represents that it will at all times remain a provider of Telecommunications Services as so defined. At any time that LICENSEE ceases to operate as a provider of Telecommunications Services under Federal law, the County shall have the option, in its sole discretion and upon six (6) months’ written notice to LICENSEE, to terminate this Agreement and to require the removal of LICENSEE’s Equipment from the ROW and from Municipal Facilities, including the cost of any site remediation, at no cost to the County, without any liability to LICENSEE related directly or indirectly to such termination. LICENSEE shall have the option, in its sole discretion and upon six (6) months’ written notice to the County, to terminate this Agreement.

4. SCOPE OF AGREEMENT. Any and all rights expressly granted to LICENSEE under this Agreement, which shall be exercised at LICENSEE’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 ROW exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the ROW. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in LICENSEE a real property interest in land, including any fee, leasehold interest, or easement.

4.1 Attachment to Municipal Facilities. The County hereby authorizes and permits LICENSEE to enter upon the ROW and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on Municipal Facilities for the purposes of operating the Network and to enable its customer Qualified Service Providers to provide Commercial Mobile Radio Service, subject to the conditions herein and approval by Public Works of the Equipment shown on the Wireless Cell Site Approval Form (attached hereto as **Exhibit A**) . LICENSEE will submit to the authorized representative of the County on the Wireless Cell Site Approval Form a proposed design for any proposed Network or Networks that will include Equipment and Municipal Facilities LICENSEE proposes to use. The County shall have a right to review and approve of any such Equipment, which shall not be unreasonably withheld, conditioned or delayed. LICENSEE is not required to resubmit for approval any Equipment installed by LICENSEE before the Effective Date of this Agreement that was approved by the County Public Works pursuant to the approval process in effect before the Effective Date.

4.1.1 If adequate Municipal Facilities do not exist for the attachment of Equipment, LICENSEE will be required to install its Equipment on other poles in the ROW lawfully owned and operated by third parties or on its own poles.

4.1.2 LICENSEE shall not attach its Equipment to more than a total of twenty-five (25) poles in the ROW within one square mile, regardless of whether such poles are streetlight poles owned by the County or are other poles owned by LICENSEE, unless approved by the Director of Public Works, who may approve up to an additional ten (10) poles within the same square mile, and any such pole to which LICENSEE has attached, or intends to attach, its Equipment shall be no closer than nine hundred (900) feet to any other such pole to which LICENSEE has attached its Equipment regardless of the location of the poles. LICENSEE acknowledges and agrees that it is the preference of the Director of Public Works that when reasonably avoidable, no two carriers install antennas on poles which are on the same side of the street and adjacent to each other, and in such situations it is preferable that LICENSEE, or such other subsequent carrier, install its own pole. In addition, the collocation of tenants or equipment on one streetlight pole shall not violate this restriction. Notwithstanding the provisions of this subsection, for any poles to which the LICENSEE has attached Equipment that are closer than nine hundred (900) feet from each other as of the Effective Date of this Agreement shall be considered in compliance with the provisions of this subsection. However, if any such Equipment is moved or relocated by the LICENSEE, the distance requirement of a minimum of nine hundred (900) feet would apply. If by amendment of Clark County Code or by issuance, renewal or extension of a third party's agreement subsequent to the effective date of this Agreement, County decreases this requirement or agrees to allow another licensee to install comparable equipment in the Rights-of-Way with less separation, then County agrees forthwith to allow LICENSEE to submit an application to install Equipment under this Agreement with the same decreased separation and to cooperate with LICENSEE to amend this Agreement to reflect the decreased separation.

4.1.3 To reduce the disruption to Municipal Facilities, LICENSEE may power its Equipment by using the power sources that service the existing Streetlight Pole structure and its components. The power used by LICENSEE's Equipment shall be determined by

the plate rating for the Equipment installed pursuant to this Agreement. All electrical work and installations related to the power-sharing authorized by this Subsection 4.1.3 shall be performed by a licensed contractor that is approved by the County and in a manner that is approved by the County. LICENSEE shall make all requests for power-sharing arrangements pursuant to this Subsection 4.1.3 in advance and in writing. LICENSEE shall reimburse the County, as provided in Subsection 5.2, for the increased power costs that the County incurs as a result of any power-sharing authorized by this Subsection 4.1.3.

4.1.4 If LICENSEE selects a Municipal Facility that is structurally inadequate to accommodate Equipment, LICENSEE may at its sole cost and expense replace the Municipal Facility with one that is acceptable to and approved by the County and dedicate such Municipal Facility to the County.

4.1.5 LICENSEE may apply to the County to expand its initial Network installation through the same process as specified in this Subsection 4.1.

4.1.6 In the event of an emergency or to protect the public health or safety, before the County accessing or performing any work on a Municipal Facility on which LICENSEE has installed Equipment, the County may require LICENSEE to deactivate such Equipment if any of County's employees or agents must move closer to the Equipment than the recommended one foot minimum distance. In such case, County will contact LICENSEE at the contact telephone number referenced in Subsection 14.3 herein to request immediate deactivation. If LICENSEE fails to respond in a timely manner, and the nature of the emergency is such that immediate work is necessary in order to prevent damage to property or injury to persons, County may deactivate said Equipment to perform necessary work with no liability to County.

4.2 Preference for Municipal Facilities. In any situation where LICENSEE has a choice of attaching its Equipment to either Municipal Facilities or third-party-owned property in the ROW, LICENSEE agrees to attach to the Municipal Facilities, provided that (a) such Municipal Facilities are at least equally suitable functionally for the operation of the Network and (b) the use fee and installation costs associated with such attachment over the length of the term are equal to or less than the fee or cost to LICENSEE of attaching to the alternative third-party-owned property. In the event that no suitable Municipal Facilities or third-party owned poles are functionally suitable, LICENSEE may, at its sole cost and expense, install its own poles. Design, location and height of proposed LICENSEE poles shall be reviewed and subject to administrative approval by the County before installation. LICENSEE's Equipment and poles must conform as closely as practicable with the design and color of poles existing in the vicinity of LICENSEE's Equipment or pole location. LICENSEE will be responsible for all maintenance, repair and liability for all poles installed by LICENSEE in the ROW.

4.3 Attachment to Third-Party Property. Subject to obtaining the written permission of the owner(s) of the affected property, and approval of the Equipment shown in the Wireless Cell Site Approval Form by Public Works, the County hereby authorizes and permits LICENSEE to enter upon the ROW and to attach, install, operate, maintain, remove,

reattach, reinstall, relocate, and replace such Equipment in or on poles or other structures lawfully owned and operated by public utility companies or other property owners located within or outside the ROW as may be permitted by the public utility company or property owner, as the case may be. LICENSEE shall furnish to the County documentation in a form acceptable to the County of such permission from the individual utility or property owner responsible. Where third-party property is not available for attachment of Equipment, LICENSEE may install its own utility poles in the ROW, consistent with the requirements that the County imposes on similar installations made by other utilities that use and occupy the ROW. Design, location and height of proposed LICENSEE poles shall be reviewed and subject to administrative approval by the County before installation.

4.4 No Interference. LICENSEE in the performance and exercise of its rights and obligations under this Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities, electroliers, cable television, location monitoring services, public safety and other then-existing telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. The County agrees to include in any agreement that the County may approve after the Effective Date of the Agreement concerning the use of the County's rights-of-way, language that is consistent with the provisions of this Subsection.

4.5 Permits; Default. Whenever LICENSEE is in default of this Agreement, after notice and applicable cure periods, in any of its obligations under this Agreement, the County may deny further encroachment, excavation or similar permits until such time as LICENSEE cures all of its defaults.

4.6 Compliance with Laws. LICENSEE shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Agreement.

4.7 No Authorization to Provide Other Services; Ownership; Access to Right-of-Way; Cost of Construction. LICENSEE represents, warrants and covenants that its Equipment installed pursuant to this Agreement will be utilized solely for Qualified Service Providers to provide the Commercial Mobile Radio Services identified herein, and LICENSEE is not authorized to and shall not use its Equipment to offer or provide any other services not specified herein. All Equipment shall be owned by LICENSEE, except that by agreement with LICENSEE, a Qualified Service Provider may own the radios, antenna arrays and related cabling. This Agreement authorizes LICENSEE, and no other person, to mount, operate, manage and maintain Equipment in the ROW. This Agreement does not authorize a Qualified Service Provider to enter or access the ROW or to mount, operate, manage or maintain Equipment (i) on Municipal Facilities, (ii) on poles owned by third parties or (iii) on poles owned by LICENSEE. All construction, maintenance, and other activities relating in any way to the construction, installation, repair, maintenance, operation, service, replacement, removal or otherwise relating to the Equipment must be performed by LICENSEE (or its contractors or agents) entirely at LICENSEE's expense. This includes without limitation any restoration of affected County or third-party improvements to their

condition before LICENSEE attached its Equipment. Illustrations of restoration include landscaping and re-painting of a pole where welding or strapping may have occurred.

4.8 Nonexclusive Use Rights. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to LICENSEE under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the County to use, and to allow any other person or persons to use, any and all parts of the ROW or Municipal Facilities, exclusively or concurrently with any other person or persons, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively "Encumbrances") which may affect the ROW or Municipal Facilities now or at any time during the term of this Agreement, including, without limitation any Encumbrances granted, created or allowed by the County at any time

5. COMPENSATION. LICENSEE shall be solely responsible for the payment of all lawful fees in connection with LICENSEE's performance under this Agreement, including those set forth below.

5.1 Use Fee. In order to compensate the County for LICENSEE's entry upon and deployment of Equipment within the ROW or on any Municipal Facilities, LICENSEE shall pay to the County, on a quarterly basis, an amount equal to five percent (5%) of Gross Revenues (the "Use Fee") collected during the calendar quarter of each calendar year. LICENSEE shall make any payment of the Use Fee that may be due and owing within forty-five (45) days after each calendar quarter of each year. Within forty-five (45) days after the termination of this Agreement, the Use Fee shall be paid for the period elapsing since the end of the last quarterly period year for which the Use Fee has been paid and for any past due amounts. LICENSEE shall furnish to the County with each payment of the Use Fee a statement, executed by an authorized officer of LICENSEE or his or her designee, showing the amount of Gross Revenues for the period covered by the payment. If LICENSEE discovers any error in the amount of compensation due, the County shall be paid within thirty (30) days after discovery of the error or determination of the correct amount. Any overpayment to the County through error or otherwise shall be refunded or offset against the next payment due. Acceptance by the County of any payment of the Use Fee shall not be deemed to be a waiver by the County of any breach of this Agreement occurring prior thereto, nor shall the acceptance by the County of any such payments preclude the County from later establishing that a larger amount was actually due or from collecting any balance due to the County.

5.2 Reimbursement of County's Increased Power Costs. Reimbursement to the County for LICENSEE's usage of electrical power shall be based upon the plate rating of the Equipment installed pursuant to this Agreement and the initial rates shall be as follows:

<u>Level</u>	<u>Maximum Plate Rating (Watts)</u>	<u>Monthly Rate Per Pole</u>	<u>Quarterly Rate Per Pole</u>
1	Up to 75	\$ 3.50	\$ 10.50
2	76 – 149	\$ 7.00	\$ 21.00
3	150 – 225	\$ 10.50	\$ 31.50

The reimbursement of power shall be paid to the County on a calendar quarterly basis and shall be based upon the number of poles that LICENSEE has installed its Equipment on as of the first day of each calendar quarter and that are using the County’s electric power times the applicable quarterly rate as indicated in this Section. The applicable rates charged by this subsection shall not exceed the Wireless Communication Service rates as filed with the PUCN by Nevada Power Company/dba NV Energy. The County may increase the power fee charged by this subsection if the applicable rate for Wireless Communication Service as filed with the PUCN is greater than the rate provided for in this subsection by twenty-five percent (25%) or more. Any such change in rates shall take effect on July 1 of each year.

5.3 Municipal Facilities Quarterly Fee. LICENSEE shall pay to the County a quarterly fee (the “Municipal Facilities Quarterly Fee”) in the amount of One Hundred Fifty-six Dollars and Seven Cents (\$156.07) for the use of each Municipal Facility, if any, upon which Equipment has been installed pursuant to this Agreement. The aggregate Municipal Facilities Quarterly Fee with respect to each calendar quarter of a year during the term shall be an amount equal to the total number of Municipal Facilities to which Equipment is attached at any time during the preceding calendar quarter year multiplied by the Municipal Facilities Quarterly Fee and shall be due and payable not later than forty-five (45) days after each calendar quarter year. County represents and covenants that County owns all Municipal Facilities for the use of which it is collecting from LICENSEE the Municipal Facilities Quarterly Fee pursuant to this Subsection 5.3. The County and LICENSEE may by mutual written consent agree upon the provision of LICENSEE services to the County in lieu of payment of the Municipal Facilities Quarterly Fee and/or Use Fee.

5.4 Municipal Facilities Quarterly Fee Adjustment. Effective on July 1, 2019, and continuing annually thereafter during the Term, the annual Municipal Facilities Quarterly Fee amount, as specified in Subsection 5.3, and adjusted annually by this Subsection 5.4, shall be increased by an amount equal to two and one-half percent (2.5%) of the annual Municipal Facilities Quarterly Fee for the immediately preceding year.

5.5 Business License Fee. The Use Fee in Subsection 5.1 of this Section is in lieu of any business license fee based on Gross Revenues pursuant to the applicable business licensing provisions of Clark County Code Title 6, except to the extent that LICENSEE provides Telecommunication Services or Personal Wireless Services, as defined in Chapter 6.13 of the Clark County Code, through its Network to end-user customers, in which case the applicable business license fees pursuant to Chapter 6.13 of the Clark County Code are applicable in lieu of the Use Fee in Subsection 5.1 of this Section.

5.6 Payment. The Municipal Facilities Quarterly Fee, Use Fee and reimbursement for the County's power costs shall be paid by check made payable to the Department of Business License and mailed or delivered to the Director of Business License, at the address provided for in Section 10 below. The place and time of payment may be changed at any time by County upon thirty (30) days' written notice to LICENSEE. Mailed payments shall be deemed paid upon the date such payment is officially postmarked by the United States Postal Service. If postmarks are illegible to read, the payment shall be deemed paid upon actual receipt by the County's Director of Business License. LICENSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

Notwithstanding the foregoing, upon agreement of the parties, LICENSEE may pay applicable fees or penalties by electronic funds transfer and in such event, the County agrees to provide to LICENSEE bank routing information for such purposes or such other information necessary to electronically transfer funds to the County upon request of LICENSEE.

5.7 Delinquent Payment. If LICENSEE fails to pay any amounts due pursuant to this Section 5 within forty-five (45) days after the due date, LICENSEE will pay, in addition to the unpaid fees, a sum of money equal to two percent (2%) of the amount due for each month and/or fraction thereof during which the payment is due and unpaid.

5.8 Additional Remedies. The remedy provisions set forth in Subsection 5.8 above are not exclusive, and do not preclude the County Manager or designee from pursuing any other or additional remedy in the event that payments become overdue by more than sixty (60) days.

6. CONSTRUCTION. LICENSEE shall comply with all applicable federal, State, and County technical specifications and requirements and all applicable State and local codes related to the construction, installation, operation, maintenance, and control of LICENSEE's Equipment installed in the ROW and on Municipal Facilities in the County. LICENSEE shall not attach, install, maintain, or operate any Equipment in or on the ROW and/or on Municipal Facilities without the prior written approval of an authorized representative of the County for each location, which approval shall not be unreasonably withheld or delayed.

6.1 Expansion of Network. Upon approval by the County of a Wireless Cell Site Approval Form submitted by the LICENSEE of any expansion of LICENSEE's Network pursuant to Section 4 above, LICENSEE shall Commence Installation of the approved expansion of its Network no later than nine (9) months after the approval date of such expansion by County and shall Commence Operation of the expanded part of the Network no later than twelve (12) months after the approval date by County.

6.2 Obtaining Required Permits. The attachment, installation, or location of the Equipment in the ROW shall require permits from the County. LICENSEE shall apply for the appropriate permits and pay any standard and customary permit fees. County shall promptly respond to LICENSEE's requests for permits and shall otherwise cooperate with LICENSEE in facilitating the deployment of the Network in the ROW in a reasonable and timely manner. Permit conditions may include, without limitation, (a) approval by the

County of traffic control plans prepared by LICENSEE for LICENSEE's work in County ROW, (b) approval by the Nevada Department of Transportation (NDOT) of traffic control plans prepared by LICENSEE for LICENSEE's work within ROW controlled by NDOT, and (c) adherence to time restrictions for work in streets as specified by the County and/or NDOT. In addition, the County agrees to comply with all applicable federal and State laws and timeframes related to processing applications related to construction, installation, operation, maintenance, and control of LICENSEE's Equipment installed in the ROW and on Municipal Facilities in the County.

6.3 Location of Equipment. Before Commencement of Installation of the Equipment in the ROW or upon any Municipal Facility, LICENSEE shall obtain written approval from an authorized representative of the County for such installation in the ROW or upon such Municipal Facility from the County pursuant to Subsection 6.2 above. The County may approve or disapprove a location and installation, based upon reasonable regulatory factors, including but not limited to the ability of the Municipal Facility to structurally support the Equipment, the location of other present or future communication facilities, efficient use of scarce physical space to avoid premature exhaustion, potential interference with other communication facilities and services, the public safety and other critical services; provided however, that approval shall not be unreasonably conditioned, delayed, or withheld. Upon the County's request, LICENSEE promptly shall furnish to the County a current Streetlight Pole list and as-built map or annotated aerial photograph, either of which must be in a format acceptable to the County, showing the exact location of the Equipment in the ROW and on Municipal Facilities, third-party facilities or LICENSEE's facilities. Upon request by any public utility furnishing electrical power to the Municipal Facility LICENSEE shall provide said public utility with the same Streetlight Pole list and as-built map or annotated aerial photograph that is furnished to the County with related load requirements.

6.4 Zoning Height Restrictions. Notwithstanding anything to the contrary in this Agreement, no portion of LICENSEE's Equipment, when attached to a Municipal Facility, shall extend higher than twenty-four (24) inches above the height of the existing Municipal Facility. In the case of a new installation by LICENSEE, the overall height of LICENSEE's pole and Equipment shall not exceed twenty-four (24) inches above the average height of the streetlight poles in the immediate vicinity unless otherwise approved by the County.

6.5 Street Furniture Cabinets. LICENSEE understands that above-ground street furniture and equipment cabinets located in the ROW are discouraged and generally prohibited as a matter of County policy and that any such installation of above-ground street furniture or equipment cabinets will be required to be placed in an easement on private property adjacent the ROW, and will require additional approvals and/or permitting under applicable ordinances. Notwithstanding anything in the foregoing, the installation of below-ground vaults shall be allowed within the ROW pursuant to applicable provisions of Title 30 of the Clark County Code and provided that LICENSEE will be responsible for all costs associated with such below-ground vaults, including without limitation relocation costs of any public improvements or public utilities facilities. LICENSEE agrees to comply with the County's current ordinances regarding such installations as well as any future regulations that may be adopted by the County respecting such installations. In no instance shall the installation of any of LICENSEE's Equipment or any appurtenant structures block pedestrian

walkways in ROW or result in violation of the Americans with Disabilities Act, or obstruct sight visibility as defined by County ordinance or Regional Transportation Commission of Southern Nevada standard drawings.

6.6 Visual Impact of Cross-Arm Installations. LICENSEE agrees that, in order to minimize the visual impact of its attachments on utility poles, in any instance where a cross-arm is set on a utility pole as the locus for attachment of Equipment, LICENSEE shall use its best efforts to work with the applicable third parties to ensure that such Equipment shall be attached at the point on the cross-arm that is acceptable to the County. If, however, the third party does not accommodate the County's request, LICENSEE shall be allowed to attach in whatever fashion is required by the third party.

6.7 Relocation and Displacement of Equipment. LICENSEE understands and acknowledges that County may require LICENSEE to relocate one or more of its Equipment installations. LICENSEE shall at County's direction upon sixty (60) days' prior written notice to LICENSEE (or with less notice that is reasonable in the event of an emergency) relocate such Equipment at LICENSEE's sole cost and expense whenever County reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, modification, completion, repair, relocation, or maintenance of a County or other public agency project; (b) because the Equipment is interfering with or adversely affecting proper operation of County-owned Streetlight Poles, traffic signals, communications, or other Municipal Facilities; or (c) to protect or preserve the public health or safety. In any such case, County shall use reasonable efforts to afford LICENSEE a reasonably equivalent alternate location. If LICENSEE shall fail to relocate any Equipment as requested by the County within a reasonable time under the circumstances in accordance with the foregoing provision, County shall be entitled to remove or relocate the Equipment at LICENSEE's sole cost and expense, without further notice to LICENSEE. LICENSEE shall pay to the County actual costs and expenses incurred by the County in performing any removal work and any storage of LICENSEE's property after removal within thirty (30) days after the date of a written demand for this payment from the County. To the extent the County has actual knowledge thereof, the County will attempt promptly to inform LICENSEE of the displacement or removal of any Streetlight Pole on which any Equipment is located. If the Municipal Facility is damaged or downed for any reason, and as a result is not able to safely hold the Equipment, the County will have no obligation to repair or replace such Municipal Facility for the use of LICENSEE's Equipment. LICENSEE shall bear all risk of loss as a result of damaged or downed Municipal Facilities pursuant to Subsection 6.12 below, and may choose to replace such Municipal Facilities pursuant to the provisions of Subsection 4.1.4 above.

6.8 Relocations at LICENSEE's Request. In the event LICENSEE desires to relocate any Equipment from one Municipal Facility to another, LICENSEE shall so advise County. County will use reasonable efforts to accommodate LICENSEE by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Agreement.

6.9 Damages Caused by LICENSEE. LICENSEE shall, at its sole cost and expense and to the satisfaction of the County: (a) remove, repair or replace any of its Equipment that

is damaged, becomes detached or has not been used for Telecommunications Services for a period of more than ninety (90) days; and/or (b) repair any damage to ROW, Municipal Facilities or property, whether public or private, caused by LICENSEE, its agents, employees or contractors in their actions relating to attachment, operation, repair or maintenance of Equipment. If LICENSEE does not remove, repair or replace such damage to its Equipment or to ROW, Municipal Facilities or other property, the County shall have the option, upon fifteen (15) days' prior written notice to LICENSEE, to perform or cause to be performed such removal, repair or replacement on behalf of LICENSEE and shall charge LICENSEE for the actual costs incurred by the County. If such damage causes a public health or safety emergency, as determined by the County, the County may immediately perform reasonable and necessary repair or removal work (but not any technical work on LICENSEE's Equipment) on behalf of LICENSEE and will notify LICENSEE as soon as practicable. Upon the receipt of a demand for payment by the County, LICENSEE shall within thirty (30) days after such receipt reimburse the County for such costs. The terms of this provision shall survive the expiration, completion or earlier termination of this Agreement.

6.10 Change in Equipment. If LICENSEE proposes to install Equipment on Municipal Facilities which is different in any material way from the then-existing and approved Equipment, then LICENSEE shall first obtain the written approval for the use and installation of the unauthorized Equipment from an authorized representative of the County. In addition to any other submittal requirements, LICENSEE shall provide "load" (structural) calculations for all Streetlight Poles it intends to install in the ROW, notwithstanding original installation or by way of Equipment type changes. County may approve or disapprove the use of different Equipment than that set forth in the Wireless Cell Site Approval Form (**Exhibit A**). Notwithstanding the foregoing, LICENSEE may modify its Equipment with like-kind or similar Equipment provided the same is comparable in weight and dimensions, and approved by Public Works in conjunction with the filing of an encroachment permit.

6.11 Removal of Equipment. Upon sixty (60) days' written notice by the County pursuant to the expiration or earlier termination of this Agreement, LICENSEE shall promptly, safely and carefully remove the Equipment from all Municipal Facilities and ROW. Such obligation of LICENSEE shall survive the expiration or earlier termination of this Agreement. If LICENSEE fails to complete this removal work on or before the sixty (60) days after the issuance of notice pursuant to this Section, then the County, upon written notice to LICENSEE, shall have the right at the County's sole election, but not the obligation, to perform this removal work and charge LICENSEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. LICENSEE shall pay to the County actual costs and expenses incurred by the County in performing any removal work and any storage of LICENSEE's property after removal within thirty (30) days after the date of a written demand for this payment from the County. After the County receives the reimbursement payment from LICENSEE for the removal work performed by the County, the County shall promptly make available to LICENSEE the property belonging to LICENSEE and removed by the County pursuant to this Section at no liability to the County. If the County does not receive reimbursement payment from LICENSEE within such thirty (30) days, or if County does not elect to remove such items at the County's cost after LICENSEE's failure to so remove before sixty (60) days after the issuance of notice pursuant to this Section, or if LICENSEE does not remove LICENSEE's property within

thirty (30) days after such property has been made available by the County after LICENSEE's payment of removal reimbursement as described above, any items of LICENSEE's property remaining on or about the ROW, Municipal Facilities, or stored by the County after the County's removal thereof may, at the County's option, be deemed abandoned and the County may dispose of such property in any manner by Law. Alternatively, the County may elect to take title to abandoned property, provided that LICENSEE shall submit to the County an instrument satisfactory to the County transferring to the County the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

6.12 Risk of Loss. LICENSEE acknowledges and agrees that LICENSEE bears all risks of loss or damage or relocation or replacement of its Equipment and materials installed in the ROW or on Municipal Facilities pursuant to this Agreement from any cause, and the County shall not be liable for any cost of replacement or of repair to damaged Equipment, including, without limitation, damage caused by the County's removal of the Equipment, except to the extent that such loss or damage was solely caused by the willful misconduct or negligence of the County, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors, subject to the limitation of liability provided in Subsection 7.2 below.

6.13 Access. Before LICENSEE accessing its Equipment for non-emergency purposes, LICENSEE shall provide telephonic notice to the Public Works Department at (702) 455-6000 or through other means as directed by the Public Works Department. In the event of an emergency (i.e. an actual Equipment outage is occurring), LICENSEE will, if time permits, attempt to provide prior telephonic notice to the Public Works Department. In the event LICENSEE is unable to provide such notice, LICENSEE will notify the Public Works Department within two (2) business days following the access.

7. INDEMNIFICATION AND WAIVER. LICENSEE agrees to indemnify, defend, protect, and hold harmless the County, its commission members, officers, and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") for personal injury (including death) or damage to tangible property directly or proximately resulting from the negligence or willful misconduct of LICENSEE, except to the extent arising from or caused by the intentional misconduct or negligent acts or omissions of the County, its County Commission members, officers, employees, agents, or contractors.

7.1 Waiver of Claims. LICENSEE waives any and all claims, demands, causes of action, and rights it may assert against the County on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Telecommunications Service as a result of any event or occurrence which is beyond the reasonable control of the County.

7.2 Limitation of County's Liability.

7.2.1 The County shall be liable for the cost of repair (or, if repair is not feasible, replacement) to damaged Equipment only to the extent arising from the willful

misconduct of County, its employees, agents, or contractors and shall in no event be liable for indirect or consequential damages. County's total liability for willful misconduct shall be limited to the Municipal Facilities Quarterly Fees and Use Fees paid by LICENSEE to the County in the year under which such liability arises.

7.2.2 The County shall be liable for the cost of repair (or, if repair is not feasible, replacement) to damaged Equipment arising from the negligence of County (and the employees, agents, or contractors of County) and in no event shall the County (or the employees, agents, or contractors of County) be liable for indirect or consequential damages. County's total liability for negligence shall be limited to the Municipal Facilities Quarterly Fees and Use Fees paid by LICENSEE to the County in the year under which such liability arises.

7.3 Waiver of Punitive and Consequential Damages. Both parties hereby waive the right to recover punitive or consequential damages from the other party.

8. SECURITY FOR PERFORMANCE. As security for compliance with the terms of this Agreement and applicable County Code provisions, LICENSEE shall, no later than ten (10) days after the issuance of the first permit by the County to install an Equipment Network, and before any use of the ROW, provide security to the County in the form of either cash deposited with the County, or an irrevocable pledge of certificate of deposit, an irrevocable letter of credit, or a performance bond, payable in each instance to the County, in an amount of seventy-five thousand dollars (\$75,000) to remain in full force and effect for the term of this Agreement, any or all of which may be claimed by the County as payment for fees, liquidated damages and penalties, in accordance with Section 11 of this Agreement, and to recover losses resulting to the County from LICENSEE's failure to perform. If bonds are used to satisfy these security requirements, they shall be in accordance with the following:

- (a) All bonds shall, in addition to all other costs, provide for payment of reasonable attorneys' fees.
- (b) All bonds shall be issued by a surety company authorized to do business in the State of Nevada, and which is listed in the U.S. Department of the Treasury Fiscal Service (Department Circular 570, Current Revision); companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.
- (c) LICENSEE shall require the attorney-in-fact who executes the bonds on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney.
- (d) All bonds prepared by a licensed nonresident agent must be countersigned by a resident agent per NRS 680A.300.
- (e) All bonds shall guarantee the performance of all of LICENSEE's obligations under this Agreement and all applicable laws.
- (f) All bonds shall be substantially in the same form as that contained in **Exhibit B** attached hereto or as otherwise approved by the County.

If at any time the County draws upon such performance security, LICENSEE shall within thirty (30) days after notice from the County replenish such performance security to the original minimum amount required by this Section 8.

9. INSURANCE. LICENSEE shall obtain and maintain at all times during the term of this Agreement (a) Commercial General Liability insurance in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability and products-completed operations; and (b) Commercial Automobile Liability insurance protecting LICENSEE in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage; which limits of (a) and/or (b) may be met by a combination of primary and excess or umbrella insurance. The Commercial General Liability insurance policy shall name the County, its commission members, officers, and employees as additional insureds as respects any covered liability arising out of LICENSEE's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Upon receipt of notice from its insurer, LICENSEE shall use its best efforts to provide the County with thirty (30) days' prior written notice of cancellation. LICENSEE shall be responsible for notifying the County of such change or cancellation.

9.1 Filing of Certificates and Endorsements. Before the commencement of any work pursuant to this Agreement, LICENSEE shall file with the County the required original certificate(s) of insurance with endorsements, which shall state the following:

- (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
- (b) that LICENSEE's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the County may possess, including any self-insured retentions the County may have; and any other insurance the County does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- (c) that LICENSEE's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the County.

The certificate(s) of insurance with endorsements and notices shall be mailed to the County at the address specified in Subsection 10 below.

9.2 Workers' Compensation Insurance. LICENSEE shall comply with the provisions of NRS Chapters 616A through 616D regarding industrial insurance and, if required to maintain coverage for employees, LICENSEE shall obtain and maintain at all times during the term of this Agreement statutory workers' compensation and employer's liability insurance in an amount not less than the greater of (a) any amounts required by Nevada state law, or (b) One Million Dollars (\$1,000,000) and shall furnish the County with a certificate showing proof of such coverage.

9.3 Insurer Criteria. Any insurance provider of LICENSEE shall be admitted and authorized to do business in the State of Nevada and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "X" (*i.e.*, a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

9.4 Severability of Interest. Any deductibles or self-insured retentions must be stated on the certificate(s) of insurance. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

10. NOTICES.

10.1 Method and Delivery of Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery service:

if to the County:
CLARK COUNTY
Attn: Director of Business License
500 S. Grand Central Pkwy, 3rd Floor
Box 551810
Las Vegas, NV 89155-1810
(702) 455-3568

if to LICENSEE:
Imperial Wireless Networks LLC
771 Middlegate Road
Henderson, NV 89011-2636
702-415-7224
ATTN: Travis Bozzano

10.2 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

11. DEFAULT; CURE; REMEDIES; LIQUIDATED DAMAGES.

11.1 Default and Notification. This Agreement is granted upon each and every condition herein and each of the conditions is a material and essential condition to the granting of this Agreement. Except for causes beyond the reasonable control of LICENSEE, if LICENSEE fails to comply with any of the conditions and obligations imposed hereunder, and if such failure continues for more than thirty (30) days after written demand from the County to commence the correction of such noncompliance on the part of LICENSEE, the County shall

have the right to revoke and terminate this Agreement in addition to any other rights or remedies set forth in this Agreement or provided by law.

11.2 Cure Period. If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances not under LICENSEE's control, the period of time in which LICENSEE must cure the violation may be extended by the County Manager in writing for such additional time reasonably necessary to complete the cure, provided that: (a) LICENSEE has promptly begun to cure; and (b) LICENSEE is diligently pursuing its efforts to cure in the County Manager's reasonable judgment.

11.3 Liquidated Damages.

11.3.1 After providing notice and an opportunity for LICENSEE to be heard and a reasonable opportunity to cure in accordance with this Section, the County Commission may impose liquidated damages in an amount deemed appropriate by the County Commission upon LICENSEE if the County Commission finds that LICENSEE has failed to comply with the provisions of this Agreement or the applicable sections of Clark County Code. Any such liquidated damages shall be due within thirty (30) days after written notification by County and delivered to the Director of Business License at the County's address indicated in Section 10 of this Agreement. A late charge of five percent (5%) of the liquidated damages imposed shall be assessed if the fine or penalty is not paid within thirty (30) days after the written notification.

11.3.2 If liquidated damages which have been imposed by the County Commission are not paid within thirty (30) days after the date of written notification, LICENSEE hereby grants the County authorization to deduct the amount of the liquidated damages plus late charges, if any, from the security deposit or deposits provided for such purposes, pursuant to Section 8 of this Agreement. If at any time the County has drawn upon such security deposit or deposits, LICENSEE shall within thirty (30) days after notification from the County Manager replenish such security deposit or deposits to the original minimum amount established in Section 8 of this Agreement.

11.4 Remedy not Penalty. LICENSEE agrees that any failures in Section 11.3 above shall result in injuries to the County and its citizens and institutions, the compensation for which would be difficult to ascertain and prove, and that the amounts specified in Section 11.3 are liquidated damages, not a penalty or forfeiture.

12. ASSIGNMENT. This Agreement shall not be assigned by LICENSEE without the express written consent of the County. Notwithstanding the foregoing, the transfer of the rights and obligations of LICENSEE (i) to an Affiliate or (ii) to any successor in interest or entity acquiring fifty percent (50%) or more of LICENSEE's stock or assets (collectively "**Exempted Transfers**") shall not require the consent of the County, provided that with regard to a successor in interest or entity acquiring fifty percent (50%) or more of LICENSEE's stock or assets, LICENSEE reasonably demonstrates to the County's lawfully empowered designee the following criteria (the "**Exempted Transfer Criteria**"): (a) such transferee will have a financial strength after the proposed transfer sufficient to fully perform LICENSEE's obligations hereunder; (b) any such transferee assumes all of LICENSEE's obligations hereunder, including

all obligations and/or defaults under this Agreement occurring prior to the transfer (whether known or unknown), signed by LICENSEE's and its transferee's respective officers duly authorized to do so, on a notarized form approved by the County; (c) the experience and technical qualifications of the proposed transferee, either alone or together with LICENSEE's management team, in the provision of Telecommunications Service, evidences an ability to operate the LICENSEE Facilities; (d) the transferee provides the County with a copy of an appropriate certificate of public convenience and necessity from the PUC authorizing it to operate the LICENSEE Facilities; and (e) the transferee has a valid County business license. LICENSEE shall give at least thirty (30) days' prior written notice (the "**Exempted Transfer Notice**") to the County of any such proposed Exempted Transfer and shall set forth with specificity in such Exempted Transfer Notice the reasons why LICENSEE believes the Exempted Transfer Criteria have been satisfied. The County shall have a period of thirty (30) days ("**Exempted Transfer Evaluation Period**") from the date that LICENSEE gives the County its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the County has received from LICENSEE and the proposed transferee any and all additional information as the County may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as the County gives LICENSEE notice in writing of the additional information the County requires within fifteen (15) days after the County's receipt of the original Exempted Transfer Notice. If the County fails to act upon LICENSEE's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the County that LICENSEE has in fact established compliance with the Exempted Transfer Criteria to the County's satisfaction.

13. RECORDS; AUDITS.

13.1 Records Required by Code. LICENSEE will maintain complete records pursuant to the applicable provisions of Title 6 of the Clark County Code.

13.2 Additional Records. The County may require such additional information, records, and documents from LICENSEE from time to time as are appropriate in order to reasonably monitor compliance with the terms of this Agreement. Additionally, the County may require LICENSEE to collect supplementary information as needed.

13.3 Production of Records. LICENSEE shall provide records within twenty (20) business days after a request by the County for production of the same unless the County agrees to additional time. Such records shall be made available in Clark County. Failure to provide records in a timely manner shall subject LICENSEE to liquidated damages under Section 11. If any person other than LICENSEE maintains records on LICENSEE's behalf, LICENSEE shall be responsible for making such records available to the County for auditing purposes pursuant to this Section.

14. MISCELLANEOUS PROVISIONS. The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

14.1 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

14.2 Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

14.3 Contacting LICENSEE. LICENSEE shall be available to the staff employees of any County department having jurisdiction over LICENSEE's activities twenty-four (24) hours a day, seven days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The County may contact by telephone the network control center operator at telephone number **1-888-474-7796** regarding such problems or complaints.

14.4 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Nevada, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Nevada.

14.5 Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

14.6 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

14.7 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 party's 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, except as provided in Subsection 4.2 above.

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

14.9 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. 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.

14.10 Public Records. LICENSEE acknowledges that information submitted to the County is open to public inspection and copying under Nevada Public Record Law, Chapter 239 of the Nevada Revised Statutes. LICENSEE is responsible for becoming familiar and understanding the provisions of the Nevada Public Records Law. LICENSEE may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the County as confidential. LICENSEE shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information before submitting such information to the County. The County shall treat any information so marked as confidential until the County receives any request for disclosure of such information. Within five (5) working days after receiving any such request, the County shall provide LICENSEE with written notice of the request, including a copy of the request. LICENSEE shall have five (5) working days within which to provide a written response to the County, before the County will disclose any of the requested confidential information. The County retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws.

14.11 Non-Exclusive Remedies. No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies herein provided are deemed to be cumulative.

14.12 No Third-Party Beneficiaries. Except as otherwise provided in Section 7 above, it is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the County with respect to third parties shall remain as imposed by Nevada law.

14.13 Construction of Agreement. The terms and provisions of this Agreement shall not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This Agreement shall be construed in accordance with the fair meaning of its terms.

14.14 Effect of Acceptance. LICENSEE (a) accepts and agrees to comply with this Agreement and all applicable, federal, state, and local laws and regulations; (b) agrees that this Agreement was granted pursuant to processes and procedures consistent with applicable law; and (c) agrees that it will not raise any claim to the contrary or allege in any claim or proceeding against the County that at the time of acceptance of this Agreement any provision, condition or term of this Agreement was unreasonable or arbitrary, or that at the time of the acceptance of this Agreement any such provision, condition or term was void or unlawful or that the County had no power or authority to make or enforce any such provision, condition or term.

14.15 Time is of Essence. Time is of the essence with regard to the performance of all of LICENSEE's obligations under this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate this 17th day of July, 2018.

CLARK COUNTY BOARD OF COMMISSIONERS

By: 
STEVE SISOLAK, Chairman

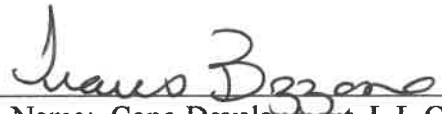
ATTEST:


LYNN MARIE GOYA, Clerk

APPROVED AS TO FORM
DISTRICT ATTORNEY'S OFFICE


BY: ROBERT GOWER
Deputy District Attorney

IMPERIAL WIRELESS NETWORKS LLC
A Nevada Limited Liability Company

By: 
Name: Copo Development, L.L.C.,
a Delaware limited liability company
Title: Manager
By: Travis Bozzano, Sole Member

Exhibits:
Exhibit A – Wireless Cell Site Approval Form
Exhibit B – Bond Form

EXHIBIT A



Attachment 1

Permit # _____
Revised _____

Wireless Cell Site Approval

Applicant to Fill Out:

Licensee Name: _____ SITE ID: _____

*Provides Coordinates in Northing/Easting, NAD 1983, State Plane Nevada East, US Survey Feet.

Location: (Check one)

Northing _____

Easting _____

Existing Pole

Replacement Pole

Independent Pole

Power Source: (Check one)

Clark County Provided Service

Customer Provided Service

List Provider names: _____ Estimated Equipment Load: _____

#1 _____ #1 _____

#2 _____ #2 _____

Clark County Public Works - Traffic Operations to Fill out:

Service Location						
Existing Meter #						
Existing Service Size	100 amp		125 amp	200 amp		other
Street light circuit breaker						
Service Type	Pedestal		Pole Mounted			
Current Application	Traffic Signal		Street Lighting			Both
Existing Load	amps:		amps:		amps:	
Field tested by			Date:			
Additional Note:						

NOTE: This location is not guaranteed until permitted and constructed.

CLARK COUNTY DEPARTMENT OF PUBLIC WORKS TRAFFIC MANAGEMENT	
Location Approval	Acceptance of Plans for Filing
By _____ Date _____	By _____ Date _____

EXHIBIT B

FORM OF SURETY BOND

Bond Number: _____

Surety Bond

Know all men by these presents:

That _____ as Principal, and _____, incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole Surety, are held and firmly bound unto _____ as Obligee, in the sum of _____; for the payment thereof, well truly to be made, said Principal and Surety bind themselves, their administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

Whereas, the above bounden Principal is about to enter into a certain agreement with the Obligee for the following: _____ the execution and delivery of which said agreement was made to the Principal by the Obligee on _____.

Now, therefore, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and provisions of said agreement during the original term thereof and any extensions thereof which may be granted by the Obligee, with or without notice to the Surety, and if it shall satisfy all claims and demands incurred under such agreement and shall fully indemnify and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so and shall reimburse and repay the Obligee all outlay and expenses which the Obligee may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, further, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications

accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

Provided, however, this bond is issued subject to the following express conditions:

1. This bond shall be deemed continuous in form and shall remain in full force and effect until canceled under § _____, after which all liability ceases, except as to any liability incurred or accrued prior to the date of such cancellation.
2. The aggregate liability of the Surety hereunder on all claims whatsoever shall not exceed the penal sum of this bond in any event.
3. The surety reserves the right to withdraw as surety from this bond, except as to any liability incurred or accrued, and may do so upon giving the Obligee not less than sixty (60) days' written notice.

Signed and sealed this _____ day of _____

Principal:

Surety:

By: _____
Its: _____

By: _____
Its: _____
Address: _____
Telephone: _____

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)