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NEW CINGULAR WIRELESS PCS, LLC

And

CITY OF HENDERSON, NEVADA

WIRELESS USE AGREEMENT (QSP)

CMTS #21440

(Rev. 11/2017)

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WIRELESS USE AGREEMENT

THIS WIRELESS USE AGREEMENT ("Agreement") is entered into by and between the City of Henderson, a municipal corporation and political subdivision of the State of Nevada (the "City") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Company") and is effective as of January 11, 2019 subject to ratification by City Council (the "Effective Date").

Recitals

A. City is the owner of Municipal Facilities located in City Rights-of-Way; and

B. Company is registered with the PUCN as a Commercial Mobile Radio Service, registration number CMRS 47 Sub 1, and is a Qualified Service Provider; and

C. Company has applied to City for permission to construct, maintain, manage and operate facilities on Municipal Facilities and Third-Party Structures owned by third parties in the ROW to provide Commercial Mobile Service and/or Commercial Mobile Radio Service to retail customers, some of whom have a physical, billing address within City corporate limits; and

D. Company desires to use space on certain Municipal Facilities for construction, management, operation and maintenance of its Network serving Company's retail customers and utilizing Equipment, certified by the Federal Communications Commission ("FCC") and in accordance with FCC rules and regulations; and

E. For the purpose of operating the Network, Company wishes to locate, place, install, operate, control, and maintain Equipment on Municipal Facilities, Third-Party Structures, suspension cable, and/or Company Poles in the ROW; and

F. Company is willing to compensate City in exchange for a grant and right to use and physically occupy portions of the Municipal Facilities, Third-Party Structures, and the ROW and the privilege of doing business pursuant to this non-exclusive franchise.

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. For all defined terms (whether defined in this Section 1 or elsewhere in this Agreement), when not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural and the masculine gender includes the feminine gender. Unless otherwise expressly stated, words not defined herein shall be given their common and ordinary meaning.

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When initially capitalized, the terms that follow and their derivations shall apply to this Agreement and have the following meanings:

1.1 "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 Company; (b) each person or entity in which Company 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 Company. An Affiliate shall in no event mean any creditor of Company 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, Company.

1.2 "Assignment" or "Transfer" means any transaction in which: (a) any ownership or other right, title or interest of more than fifty percent (50%) in Company 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 Company or its Network; (c) the rights and/or obligations held by Company under this Agreement are transferred, directly or indirectly, to another party; or (d) any change or substitution occurs in the managing general partners of Company, if applicable. An "Assignment" shall not include a mortgage, pledge or other encumbrance as security for money owed.

1.3 "Commence Installation" means the date that Company commences to install its Equipment on the Network, or any modification thereof, in City ROW.

1.4 "Commence Operation" means the date that Equipment is installed and Company commences operation of the Equipment pursuant to this Agreement.

1.5 "Commercial Mobile Radio Service" has the meaning given to the term "commercial mobile radio service" in 47 CFR § 20.3.

1.6 "Commercial Mobile Service" has the meaning given to the term "commercial mobile service" in 47 U.S.C. § 332(d).

1.7 "Company Pole" means pole(s) or similar vertical structure(s) approved by City to be installed and used by Company in the ROW in accordance with this Agreement and owned and installed by Company for the primary purpose of physically supporting the Equipment.

1.8 "Decorative Streetlight Pole" means 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. The term Decorative Streetlight Pole includes any historically or architecturally significant or designated Streetlight Poles.

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1.9 "Equipment" means optical repeaters, wave division multiplexers, antennas, coaxial or fiber-optic cables, regular and backup power supplies, wires, radios, modems, and comparable equipment, compliant with all applicable FCC regulations, and owned and/or operated by Company to provide services to retail customers that may be used for transmitting, processing, and receiving wireless voice and data by means of an antenna array through which Company provides Commercial Mobile Service and/or Commercial Mobile Radio Service.

1.10 "Information Service" has the meaning given to the term "information service" in 47 U.S.C. § 153(24).

1.11 "Laws" means any and all federal, state and local constitutions, statutes, ordinances, charters, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, or orders, and any requirements of City or other governmental agency having joint or several jurisdiction over the parties to this Agreement, including the Code of Federal Regulations (CFR), Henderson Municipal Code (HMC), Nevada Revised Statutes (NRS) and United States Code (U.S.C.), as the foregoing may be amended from time to time.

1.12 "Licensed Location" means a location in the Right-of-Way in which Company is authorized pursuant to this Agreement to place its Equipment, Company Pole, Equipment on a Third-Party Structure, Equipment on suspension cable, or Equipment on a Company Pole, and for which City has issued a Licensed Location Authorization substantially in the form of Exhibit B.

1.13 "Municipal Facilities" means City-owned Streetlight Poles, Decorative Streetlight Poles, or lighting fixtures 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.

1.14 "Network" means all facilities and equipment owned or operated by Company, and all features, functions and capabilities provided by means of such facilities or equipment, used in the transmission, routing, or other provision of, or in connection with, a Telecommunications Service and/or Information Service.

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

1.16 "Qualified Service Provider" or "QSP" means a person that has received from the PUCN a certificate of public convenience and necessity to provide Commercial Mobile Service or Commercial Mobile Radio Service using the Equipment.

1.17 "Rights-of-Way" or "ROW" means the surface of, and the space above and below, any and all public highways, streets, roads, alleys, and avenues, as the same now or may hereafter exist within the City, excluding (as now or hereafter established within the City) (a) State highways; (b) public streets, roads, alleys, and avenues predominantly used for

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public freeway or expressway purposes or a City park; (c) public streets, roads, alleys, and avenues where Company's use is not expressly permitted by the granting instrument; and (d) City streets, roads, alleys, and avenues that are not typically open to the general public.

1.18 "School Zone Flasher" means any pole that is owned by City, is located in the ROW, and is used for traffic signal or traffic control purposes for a school.

1.19 "Streetlight Pole" means any standard-design pole for the support of a light fixture, is owned by City and is used for street lighting purposes. Standard-design is defined as a pole in conformance with streetlights approved for use in Henderson as shown in the Uniform Standard Drawings, Clark County Area, latest edition, or as authorized by City in a written agreement. Streetlight Pole does not include Traffic Signal Poles, School Zone Flashers, or any pole located in the parking lot of any City facility, park or other non-roadway facility.

1.20 "Telecommunications Service" or "Services" has the meaning given to the term "telecommunications service" in 47 U.S.C. § 153(53).

1.21 "Third-Party Structures" means poles or other structures in the ROW lawfully owned and operated by a third party(ies) and lawfully located in the ROW.

1.22 "Traffic Signal Pole" means any standard-design pole that is owned by City, is located in the ROW, and is used for traffic signal or traffic control purposes, including School Zone Flashers and the controller cabinet and all appurtenances related to the operation of the traffic signal system.

2. Term. This Agreement shall be effective as of the Effective Date and shall extend for a period of two (2) years, unless it is earlier terminated by either party in accordance with the provisions herein ("Initial Term"). The parties may upon mutual written agreement extend this Agreement for one additional period of five (5) years on the same terms and conditions as set forth herein ("Renewal Term"), provided that Company is not in default of any of its obligations under this Agreement at the time of renewal. The Initial Term and Renewal Term are collectively referred to herein as the "Term."

3. Representation Concerning Services; Termination For Cause; Termination for Convenience by Company; Termination of Licensed Location Authorization. Company 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 Service, and Company represents that it is and will at all times during the Term remain a provider of Telecommunications Service as so defined. At any time that Company ceases to operate in the State of Nevada as a provider of Telecommunications Service under Federal law, City shall have the option, in its sole discretion and upon six (6) months' prior written notice to Company, to terminate this Agreement without any liability to Company related directly or indirectly to such termination and to require Company to remove Company's Equipment and Company Poles and restore the ROW and Municipal Facilities in accordance with all requirements in this Agreement, including those in

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Subsection 6.12. Company shall have the option, in its sole discretion and upon six (6) months' written notice to City, to terminate this Agreement, provided Company is not in default of any of its obligations under this Agreement. Company may terminate a Licensed Location Authorization by providing City thirty (30) days prior written notice and, before the termination of such Licensed Location Authorization is effective, by removing all Equipment and any Company Pole from the Licensed Location, and by restoring the ROW and Municipal Facility in accordance with all requirements in this Agreement, including those in Subsection 6.12.

4. Scope of Agreement. Any and all rights expressly granted to Company under this Agreement, which shall be exercised at Company's sole cost and expense, shall be subject to the prior and continuing right of City 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 Company a real property interest in land, including any fee, leasehold interest, or easement.

4.1 ROW Authorization. Subject to Company complying with all of the terms and conditions of this Agreement and with all applicable Laws, and subject to Company first obtaining all required easements, permits and approvals, including Company complying with Section 4, Section 6, HMC Titles 11 and 19 and other applicable provisions of this Agreement and the HMC, City hereby authorizes and permits Company to enter upon the ROW and only in a Licensed Location within the ROW (or in a Licensed Location on a Municipal Facility that is outside, adjacent to, and used for the ROW) install, operate, maintain, control, manage, and remove authorized Equipment and Company Poles in accordance with the applicable Licensed Location Authorization (a) for the purpose of providing Commercial Mobile Service and/or Commercial Mobile Radio Service over the Network to Company's retail customers; or (b) in connection with the provision of Telecommunications Service and/or Information Service over the Network. Company must provide City with a unique alphanumeric designation for each Licensed Location so authorized by City.

4.2 Request for Licensed Location. Following the procedures set forth in Section 4, Section 6, and other applicable provisions of this Agreement and in the HMC, Company shall submit to City's authorized representative under this Agreement an application that identifies in decibels the minimum and maximum intensity of noise generated by the Equipment, includes the proposed design showing the proposed Equipment or Company Pole, the configuration of any proposed installation of Equipment, the proposed location of the Equipment or Company Pole, the structure Company proposes to install the Equipment on (specifically, a Municipal Facility, City-owned building, third-party structure, or Company Pole), and any other documents necessary for City to review the application or requested by City, such as a noise study. Company shall clearly depict power, backhaul, and cable routes and connections and any proposed pavement trenching or cuts in all application materials. If any Company Pole or Equipment is or is proposed

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to be located in, on, above, or under real property not owned by City in fee, Company (a) shall obtain and maintain all consents, permits, licenses, easements or grants that are necessary for the lawful exercise of the authorization(s) granted by City to Company under this Agreement; and (b) by using such real property for the installation, operation, maintenance, management, and removal of Equipment or a Company Pole, represents to City that Company has obtained and shall maintain all consents, permits, licenses, easements or grants that are necessary for the lawful exercise of the authorization(s) granted by City to Company under this Agreement. If Company believes such other consents, permits, licenses, easements or grants are not necessary, Company shall represent to City in connection with Company's application for a Licensed Location(s) that Company's use of such real property not owned by City in fee for a Company Pole and/or Equipment is allowed by, is consistent with, does not violate, and does not overburden City's easement for, prescriptive right for, or other right to use such real property. Company is hereby notified of City's Five Year No Cut Policy and City's desire to minimize any pavement cuts that, as determined by City in its sole discretion, significantly reduce the longevity of the public's investment in the roadway network. Any Equipment, pole design, or installation configuration must receive additional written approval by the City Manager or the City Manager's designee before it may be placed within the ROW. This process is separate and apart from any application Company must submit to City in accordance with HMC Title 11 or 19.

4.3 Electrical Power at Licensed Location; Installation of Coaxial or Fiber-Optic Cable. Company will be solely responsible for establishing electrical power services for all of its Equipment and for the payment of all electrical utility charges to the applicable electric service provider based upon applicable tariffs. Company shall not electrically connect its Equipment to, nor draw any electric power from, any Municipal Facility, Traffic Signal Pole or City-owned facility. Company shall obtain City's approval of the location and installation of any facilities required for electrical power to a Licensed Location and any coaxial or fiber-optic cable and shall use commercially reasonable efforts to minimize disruption to the public and to the ROW.

4.4 Installation on Municipal Facilities. Any Equipment and installation configuration must receive written approval by the City Manager or City Manager's designee before it may be used on any City Municipal Facility or placed on or in the ROW. If City approves the design and the Equipment proposed to be used in the design submitted by Company in accordance with Subsection 4.2, City will identify those Municipal Facilities on which Company may install its Equipment. Decorative Streetlight Poles may not be used for the installation of Equipment without prior written approval by the City Manager or City Manager's designee, and review by the homeowner's association, if any such Decorative Streetlight Pole is located within a community regulated by a homeowner's association and such installation shall conform to camouflaging such that Equipment is located in a camouflaged pedestal at the base of the Decorative Streetlight and camouflaged antenna mounted on top in the Decorative Streetlight in conformance with the depictions approved by City.

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4.4.1 Before installing Equipment on a Municipal Facility, Company shall cause a Nevada-licensed engineer to perform a structural analysis of the Municipal Facility and provide to City the written results of that structural analysis (stamped by that engineer), including "load" (structural) calculations. Notwithstanding the foregoing sentence, Company shall not install Equipment on a Municipal Facility that City determines is structurally inadequate to accommodate the Equipment. If the City determines that Company has selected a Municipal Facility that is structurally inadequate to accommodate Equipment or in accordance with Subsection 6.6, Company elects to replace the Municipal Facility with one that is capable of housing the Equipment inside the Municipal Facility, Company may at its sole cost and expense replace the Municipal Facility with one that (a) is structurally adequate to accommodate the Equipment, following the procedures set forth in the first sentence of Subsection 4.4.1, (b) is installed by a Nevada-licensed contractor, and (c) is consistent with surrounding Municipal Facilities and acceptable to and approved by City or is otherwise approved for use.

4.4.2 If Company is authorized by City to replace a Municipal Facility under Subsection 4.4.1 and/or under Subsection 6.6, Company guarantees, regardless of City's authorization and acceptance, all work Company and its contractors/subcontractors perform and all Municipal Facilities Company furnishes under this Agreement against defects in materials and workmanship for a period of two (2) years following City's acceptance of the Municipal Facility ("Initial Warranty Period"). Company also guarantees any corrective work and replaced or repaired Municipal Facility against defects for an additional two-year period following completion of the work ("Subsequent Warranty Period" and, together with the Initial Warranty Period, the "Warranty Period"). City may, at its option and Company's sole cost, either itself remedy or require Company to remedy any defect in materials or workmanship provided by Company or its contractors/subcontractors that develop during the Warranty Period. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Company must remedy the defect(s) to City's satisfaction. Should City choose to remedy a defect, Company must pay City all amounts it incurred within sixty (60) days after receiving an invoice from City. Company also agrees to sign and deliver a bill of sale in a form acceptable to City that conveys all of Company's rights, title, and interest to City in the Municipal Facility Company replaced and certifies that the Municipal Facility is free of all liens and other encumbrances.

4.4.3 [Intentionally omitted]

4.4.4 In the event that, ten (10) feet or higher above ground level, graffiti abatement must be performed on a Municipal Facility on which Company has installed Equipment, City will notify Company and Company will perform such maintenance at Company's sole expense. In such case, City will contact Company

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at the contact telephone number referenced in Subsection 15.3 and Company will promptly schedule its contractor to perform the required graffiti abatement. If Company fails to respond within seven (7) days from such contact, City may deactivate said Equipment to perform or contract with a third-party to perform the necessary graffiti abatement at City's expense and City will have no liability to Company for any loss to Company arising from such work.

4.4.5 In the event of an emergency or to protect the public health or safety, prior to City accessing or performing any work on a Municipal Facility on which Company has installed Equipment, City may require Company to immediately deactivate such Equipment if any City employee or agent must move closer to the Equipment than the recommended one (1) foot minimum distance or such other distance, as posted by Company on the particular Equipment. In such case, City will contact Company at the contact telephone number referenced in Subsection 15.3 to request immediate deactivation. If Company fails to respond in a manner timely to the emergency situation, City may deactivate said Equipment to perform necessary work and City will have no liability to Company arising out of the performance of such work.

4.5 Installation on Third-Party Structures. Company may seek permission from the owner of a Third-Party Structure to install its Equipment on that structure. Company shall submit to City's authorized representative under this Agreement a proposed design showing any proposed installation of Equipment and showing the Third-Party Structure facilities Company proposes to use and shall otherwise follow the procedures set forth in Subsection 4.2, HMC Title 19 and other applicable provisions of this Agreement and the HMC. Subject to Company obtaining the written permission of the owner(s) of the affected Third-Party Structure(s), to Company furnishing to City acceptable documentation that such permission has been obtained, and to Company complying with the terms and conditions of this Agreement, including without limitation Subsection 4.2, City hereby provides Company the authorization to use the ROW as set out in Subsection 4.1, including the authority to enter upon the ROW and to install, operate, maintain, manage, and remove such Equipment in a Licensed Location in or on such Third-Party Structures. Company acknowledges that if City revokes a third-party owner's right to be in the ROW or requires the Third-Party Structure to be removed or relocated, Company will be required to remove and relocate its Equipment at no cost to City and within the timeframe as prescribed for that removal or relocation such that no delays are caused by the combined removal.

4.6 Installation on Suspension Cable Between Poles. If no existing pole, such as a Municipal Facility or a Third-Party Structure, is functionally suitable for the direct installation of Equipment, or if City determines a City-owned building that Company asked to use is not available or suitable for use, Company (a) may, with the permission of the owner of the Third-Party Structures on which Company's suspension cable is attached, use suspension cable lawfully in the ROW that is owned by Company or its Affiliate to attach

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Company's Equipment to that suspension cable or (b) may seek permission from the owner of suspension cable lawfully in the ROW and from the owner of the Third-Party Structures on which that cable is attached to install Company's Equipment on that cable.

4.6.1 Company shall submit to City's authorized representative under this Agreement a proposed design showing any proposed installation of Equipment and showing the suspension cable and Third-Party Structures Company proposes to use and shall otherwise follow the procedures set forth in Subsection 4.2, HMC Title 19 and other applicable provisions of this Agreement and the HMC. Subject to Company obtaining the written permission of the owner(s) of the affected suspension cable and Third-Party Structures, to Company furnishing to City acceptable documentation that such permission has been obtained, and to Company's compliance with the terms and conditions of this Agreement, including without limitation Subsection 4.2, City hereby provides Company the authorization to use the ROW as set out in Subsection 4.1, including the authority to enter upon the ROW and to install, operate, maintain, control, and remove such Equipment in a Licensed Location on such suspension cable.

4.6.2 Company acknowledges that if City revokes the right of an owner of the Third-Party Structure or suspension cable to be in the ROW or requires the Third-Party Structure or suspension cable to be removed or relocated, Company will be required to remove and relocate its Equipment at no cost to City and within the timeframe as prescribed for that removal or relocation such that no delays are caused by the combined removal.

4.7 Use of City-Owned Buildings Outside ROW. In the event that no Municipal Facilities, Third-Party Structure, or suspension cable is functionally suitable and if there is a City-owned building outside the ROW in the area of the requested Licensed Location that is available (as solely determined by City) and capable of supporting the Equipment (as demonstrated through documentation provided by Company), Company may request use of the City-owned building instead of installing a new Company Pole. Company shall submit to City's authorized representative under this Agreement a proposed design showing any proposed installation of Equipment and showing the City-owned building Company proposes to use and shall otherwise follow the procedures set forth in Subsection 4.2, HMC Title 19 and other applicable provisions of this Agreement and the HMC. City, in its sole discretion, may deny Company's request. The installation, if any, of Equipment on a City-owned building, shall be subject to a duly authorized contract executed between Company and City, Company's payment of compensation in accordance with that contract, Company's compliance with applicable Laws, and Company complying with the terms and conditions of this Agreement, including without limitation Subsection 4.2.

4.8 Installation of Company Pole and Equipment on Company Pole.

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4.8.1 Company acknowledges there is a preference to install Equipment on an existing structure to minimize the visual impact associated with the proliferation and clustering of poles. In the event that no Municipal Facilities or Third-Party Structure is functionally suitable, City determines a City-owned building is not available or suitable for use, installation on Company-owned suspension cable is not functionally suitable, or City does not approve such an installation(s), Company may, at its sole cost and expense, install a Company Pole; provided, however that Company follows the procedures set forth in Subsection 4.2, Section 6, HMC Title 19 and other applicable provisions of this Agreement and the HMC and obtains all permits, consents, and approvals required for initial installation of the proposed Company Pole and any Equipment installed on a Company Pole and thereafter any modification of a Company Pole and additional Equipment installed on an approved Company Pole.

4.8.2 Notwithstanding Subsection 4.8.1, Company may install a Company Pole in the ROW only if (a) Company represents in writing and provides clear and convincing technical evidence to City that the failure to approve the Company Pole in the ROW would prohibit or have the effect of prohibiting the provision of Commercial Mobile Service, Commercial Mobile Radio Service, and/or Telecommunications Service to at least a substantial portion of the area intended to be served by the new Equipment that Company proposes to install on the Company Pole, and (b) the City Manager or City Manager's designee approves such additional Company Pole installation(s) in writing on that basis.

4.8.3 Company shall provide nondiscriminatory, fair, and reasonable access to all Company Poles in accordance with the provisions at 47 U.S.C. § 224 and 47 C.F.R. § 1.1401 *et seq*. and any statute or regulation adopted by the state of Nevada implementing the state's regulatory authority over pole attachments, shall follow the procedures set forth in this Agreement and required by applicable Laws, including Subsection 4.2, Section 6, and HMC Title 19, and shall obtain all permits, consents, and approvals required for the initial installation or the modification of any proposed third-party Equipment installed on a Company Pole in a Licensed Location.

4.8.4 All Equipment and Company Poles must conform as closely as practicable to the design and color of poles existing in the vicinity of Company's Equipment or Company Pole. Company is responsible for all maintenance, repair and liability for all Equipment and Company Poles.

4.9 No Interference. Company, 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, cable television, location monitoring services, public safety and other equipment and utility or municipal property, without the express

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written approval of the owner or owners of the affected property or properties, except as permitted by applicable Law or this Agreement.

4.10 Permits; Default. Whenever Company is in default in any of its obligations under this Agreement, after notice and lapse of any applicable cure period, City may deny further encroachment, excavation or similar permits until such time as Company cures all of its defaults.

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

4.12 No Authorization to Provide Other Services; Connection to Network; Ownership; Access to ROW; Cost of Construction.

4.12.1 Company represents, warrants and covenants that (a) the Equipment and any Company Poles installed pursuant to this Agreement will be utilized solely for providing Commercial Mobile Radio Service or Commercial Mobile Service or by Company in connection with the provision of Telecommunications Service or any Information Service that may be provided over the Network under applicable Law, and (b) Company is not authorized to and shall not use the Equipment or Company Poles to offer or provide any other services not specified and authorized herein.

4.12.2 All Equipment shall be owned by Company. Company represents that it has a legal right to perform (and cause its contractors or agents to perform) all construction, maintenance, and other activities relating to the construction, installation, repair, maintenance, operation, service, replacement, or removal of Equipment owned by Company and that such activities must be performed by Company entirely at Company's expense.

4.13 Nonexclusive Use Rights. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to Company under this Agreement shall be non-exclusive, and shall be subject and subordinate to (a) the continuing right of City 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 (b) 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, including, without limitation, any Encumbrances granted, created or allowed by City at any time.

4.14 Change of Law. All applicable provisions of the HMC, as amended from time to time, and all provisions of this Agreement shall be binding upon Company, its successors, and permitted assignees. This Agreement shall be automatically amended to conform to any amendment to the HMC to the maximum extent permitted by applicable Law. If there is a conflict between a provision in the HMC, as amended from time to time, and a

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provision in this Agreement, the HMC provision shall control; provided that, to the extent the amended HMC provision materially changes the obligations or liabilities of the Company pursuant to this Agreement, Company may terminate this Agreement by providing City with thirty (30) days' written notice. Company's provision of such notice of termination constitutes Company's agreement that it will satisfy any outstanding Agreement obligations owed to City under this Agreement, including the payment of any outstanding amounts due to the City and the removal of its Equipment and Company Poles in accordance with this Agreement. If any Laws (other than the HMC) and any binding, non-appealable judicial interpretations thereof that govern any aspect of the rights or obligations of the parties under this Agreement shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the parties agree that either party may terminate this Agreement or the parties may promptly amend this Agreement as reasonably required and mutually agreed to accommodate and/or ensure compliance with any such legal or regulatory change.

4.15 Licensed Locations. Company shall install its Equipment and Company Poles only in the Licensed Locations.

4.16 Equipment and Company Poles Subject to Relocation and Removal. Any Equipment or Company Pole installed in the ROW is subject to relocation or removal from the ROW in accordance with Subsection 6.8. All costs of such removal or relocation shall be Company's responsibility and shall be removed or relocated at no cost to City, unless this Company obligation is waived in writing by City's Director of Public Works, Parks & Recreation and the scope of that waiver identified in detail.

4.17 Camouflage; Noise Minimization. Company shall use best efforts to camouflage, conceal, or otherwise minimize the visual impact of Company Poles and of Equipment whether installed on a Municipal Facility, Third-Party Structure, or Company Pole by employing screening, concealment, camouflage, or other stealth techniques so that the Equipment and Company Poles are architecturally integrated with existing buildings, structures and landscaping, including height, color, style, massing, placement, design and shape, and therefore do not stand out when viewed with the naked eye. Company must comply with all noise control Laws, including those in HMC Chapter 8.84, and any Equipment that generates over forty-five (45) decibels from three (3) feet away (as measured at the height of the Equipment) that is also located within ten (10) feet of a property line on which a residence, daycare, public library, institution of learning, court in session, nursing home, retirement home, hospital, rehabilitation facility, or hospice facility is located is generally prohibited.

5. Compensation. Company agrees that it will pay to City or to such payee at such address as City may from time to time designate by written notice to Company, without deduction, set off, prior notice or demand, all lawful fees and rent in connection with Company's performance under this Agreement, including those set forth below.

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5.1 Business License. The business license fee, if any, shall be due and payable in accordance with applicable provisions of HMC Title 4.

5.1.1 If Company is a Qualified Service Provider, Company shall obtain and maintain at all times during the Term a business license pursuant to HMC 4.05.020 and shall pay a business license fee consistent with HMC 4.05.020 to the extent Company is required as a "public utility" (defined in HMC 4.05.020.A) that provides a "commercial mobile radio service" (defined in HMC 4.05.020.A) to pay a business license fee on its "total revenue" (addressed in HMC 4.05.020.B).

5.1.2 If Company is not a Qualified Service Provider but derives intrastate revenue from the provision of Telecommunications Service to retail customers who have a physical, billing address within City corporate limits, Company shall obtain and maintain at all times during the Term a business license pursuant to HMC 4.05.020 and shall pay a business license fee consistent with HMC 4.05.020 to the extent Company is required as a "public utility" (defined in HMC 4.05.020.A) that provides a "telecommunication service" (defined in HMC 4.05.020.A) to pay a business license fee on its "total revenue" (addressed in HMC 4.05.020.B).

5.1.3 If Company is not a Qualified Service Provider, does not derive intrastate revenue from providing Telecommunications Service to retail customers who have a physical, billing address within City corporate limits but, through the use of the Equipment, derives revenue from providing services to other providers of Telecommunications Service, including Qualified Service Providers, using Equipment located within the ROW, Company shall obtain and maintain at all times during the Term a business license pursuant to HMC 4.05.020 and shall pay all business license fees in accordance with HMC 4.05.020 (which is zero dollars ($0)).

Rental Fee. In order to compensate City for Company's entry upon and deployment of Equipment on Municipal Facilities, Company shall pay to City a quarterly fee in the amount of three hundred dollars ($300.00) for each Licensed Location on a Municipal Facility, as adjusted in accordance with Section 5.2 (the "Rental Fee"). The aggregate Rental Fee with respect to each calendar quarter of a year during the Term shall be an amount equal to the total number of Licensed Locations authorized (whether or not constructed or in use) during the preceding calendar quarter multiplied by the applicable Rental Fee, with any prorations applied in accordance with the sentence that immediately follows, ("Quarterly Fee") and shall be due and payable not later than forty-five (45) days after the end of each calendar quarter. If City issues a new Licensed Location Authorization during a quarter, City will prorate the Rental Fee for that authorization for that quarter by taking the total number of days between the effective date of that authorization and the end of the quarter, multiplying that total number of days by the Rental Fee and dividing by ninety (90). City represents and covenants that City owns, or has a right to allow Company to install its Equipment on, all Municipal Facilities for the use of which it is collecting from Company the Rental Fee pursuant to this Subsection 0. At City's sole discretion, City and

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Company may mutually agree in writing upon the provision of Company facilities or services to City in lieu of payment of all or a portion of the Rental Fee.

5.2 Annual Adjustment to Rental Fee. Effective commencing on the first anniversary of the Effective Date and continuing annually thereafter during the Term, the Rental Fee shall be increased by an amount equal to two and one-half percent (2.5%) of the Rental Fee for the immediately preceding year.

5.3 Quarterly Payment of Rental Fee. The Quarterly Fee shall be paid by check made payable to the City of Henderson and mailed or delivered to the City's Director of Finance at the address provided for in Section 10 with reference to CMTS #21440. The place and time of payment may be changed at any time by City upon thirty (30) days' prior written notice to Company. Mailed payments shall be deemed made upon the date such payment is postmarked by the postal authorities. If postmarks are illegible to read, the payment shall be deemed made upon actual receipt by City. Company assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

5.4 Delinquent Payment. If Company fails to pay any amounts due for Rental Fees within forty-five (45) days from the due date, Company will pay, in addition to the unpaid fees, a sum of money equal to two percent (2%) of the amount due, including penalties and accrued interest, for each month and/or fraction thereof during which the payment is due and unpaid. If Company fails to timely pay any business license fees, Company will pay interest and penalties on such delinquent fees as specified by the applicable provisions of HMC Title 4.

6. Construction. All construction in the ROW shall be performed by a State of Nevada licensed contractor. Company shall comply with all applicable federal, State, and City technical specifications and requirements and all applicable Laws related to the construction, installation, operation, maintenance, management, and control of Company's Equipment installed in the ROW. Company shall not install, maintain, or operate any Company Pole or Equipment in the ROW, or install, maintain, or operate any Equipment on a Municipal Facility, without first receiving a Licensed Location Authorization for each location and in accordance with the requirements in this Agreement. Company is solely responsible for ensuring compliance with applicable Laws, including the Americans with Disabilities Act, and for maintaining sight visibility zones (SVZs) as identified in HMC Title 19. Company shall cause all construction work in the ROW to be performed in such a manner as to ensure a minimum of delay or inconvenience to City and the public and shall prosecute such work diligently until completion.

6.1 Commencement of Installation and Operation. Company shall Commence Installation of its Equipment or Company Pole approved by City through a Licensed Location Authorization no later than six (6) months after the date Company obtains all required permits and approvals to install the Equipment or Company Pole in the Licensed Location and shall Commence Operation no later than twelve (12) months after obtaining said permits and approvals. Failure to Commence Operation of the Equipment within twelve (12) months from the date Company obtains all required permits and approvals to

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install the Equipment or Company Pole in the Licensed Location shall be considered a default of a material covenant or term of this Agreement.

6.2 Obtaining Other Required Permits. Installing the Equipment and Company Poles in the ROW requires various other permits from City. Company shall apply for the appropriate permits, pay any standard and customary permit fees and reference the CMTS # of this Agreement on each application for such permits. City shall promptly respond to Company's requests for permits and shall otherwise cooperate with Company in facilitating the deployment, maintenance or modification of the Equipment in the ROW in a reasonable and timely manner. Permit conditions may include, without limitation, (a) approval by City of traffic control plans prepared by Company for Company's work in City ROW; (b) approval by NDOT of traffic control plans prepared by Company for Company's work within ROW controlled by NDOT; (c) adherence to time restrictions for work in streets as specified by City and/or NDOT; and (d) standard conditions in City-issued permits. Company and Company's contractor and any subcontractors are required to comply with all permit conditions and have a copy of all permits in their physical possession prior to commencing and while performing any physical work in the ROW.

6.3 Location of Equipment. The proposed locations of Company's planned initial installation of Equipment shall be provided to City in the form of a map or on an annotated aerial photograph, either of which must be in a format acceptable to City, promptly after Company's field review of available Municipal Facilities and prior to deployment of the Equipment. Prior to Commencement of Installation of the Equipment in the ROW or upon any Municipal Facility, Company shall obtain written approval from the authorized representative of City for such installation in the ROW or upon such Municipal Facility from City pursuant to and in accordance with Section 4 and Subsection 6.2. City may approve or disapprove a location and installation, based upon reasonable regulatory factors consistent with HMC Title 19 and other applicable provisions of the HMC, 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. Upon the completion of each installation or modification, Company promptly shall furnish to City in a hard copy and electronic format acceptable to City a current and cumulative (a) list of Company Poles, Equipment installed on Company Poles, Third-Party Structures in the ROW on which Equipment is installed, Municipal Facilities in the ROW on which Equipment is installed, suspension cable on which Equipment is installed, and Municipal Facilities adjacent to the ROW on which Equipment is installed, and the City Licensed Location Authorization number and Company's alphanumeric designation for Licensed Location associated with each of the foregoing; and (b) an as-built map or annotated aerial photograph that depicts the exact location of each of the foregoing Company Poles, Equipment, Third-Party Structures, and Municipal Facilities.

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6.4 Height Restrictions. Notwithstanding anything to the contrary in this Agreement, no portion of Company's Equipment shall extend higher than thirty-six (36) inches above the height of any structure on which that Equipment is installed. In the case of a new installation or modification by Company, the overall height of a Company Pole and location of Equipment shall not exceed thirty-five (35) feet above grade unless otherwise approved by City through the HMC Title 19 process.

6.5 Location in Right-of-Way. Any Equipment that is not installed on a Company Pole, Municipal Facility, suspension cable, or Third Party Structure must be installed below-ground if located in the ROW as further addressed in Subsection 6.6. Company Poles and below-ground Equipment shall be placed, as much as possible, within two (2) feet of the outer edge of the Right-of-Way line. Company Poles and Equipment shall not impede pedestrian or vehicular traffic in the Right-of-Way. If a Company Pole or Equipment is installed in a location that is not in accordance with the plans approved by City or is installed in a location approved by City but City determines that the approved location impedes pedestrian or vehicular traffic or does not comply – or otherwise renders the Right-of-Way non-compliant – with applicable Laws, including the Americans with Disabilities Act, then Company shall remove the Equipment or Company Pole and, as applicable, restore the ROW to its before condition: (a) within thirty (30) days after City notifies Company of the noncompliance; or (b) within twenty-four (24) hours after receiving oral or written notice from City if City determines the Equipment might create a safety issue. If Company does not remove the Company Pole or Equipment by the deadline identified in City's notice, Company shall be subject to a one thousand dollar ($1,000) per day penalty until such Company Pole or Equipment is removed and the ROW restored, regardless of whether or not Company's contractor, subcontractor, or vendor installed the Company Pole or Equipment, City approved the location of the Company Pole or Equipment, or City has not approved a new location for the Company Pole or Equipment.

6.6 Street Furniture and Cabinets. Company understands that above-ground street furniture and cabinets for Equipment located in the ROW are generally prohibited and that any such installation of above-ground street furniture or cabinets for Equipment will be required to be placed in an easement on private property adjacent the ROW and will require additional approvals and/or permitting under HMC Title 11, HMC Title 19, and other applicable Laws. Notwithstanding anything in the foregoing and with respect to Equipment that Company would typically install in above-ground street furniture or cabinets, Company may instead (a) house, install, and camouflage such Equipment inside the Municipal Facility, Third-Party Structure, or Company Pole on which Company is authorized to install associated Equipment pursuant to a Licensed Location Authorization, or (b) install such Equipment in a below-ground vault within the ROW, provided that under either (a) or (b) Company obtains City's approval of the particular installation through a Licensed Location Authorization, follows the procedures set forth in Section 4, Section 6, and other applicable provisions of this Agreement and in the HMC, and pays all costs associated with such installation, including without limitation replacing the Municipal Facility, Third-Party Structure, or Company Pole and any relocation costs of any public

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improvements and public utilities facilities to accommodate such installation. Company agrees to comply with City's current ordinances regarding such installations as well as any future regulations that may be adopted by City respecting such installations. In no instance shall the installation of any of Company's Equipment or any appurtenant structures block pedestrian walkways in ROW, result in violation of the Americans with Disabilities Act, or obstruct sight visibility as defined by City ordinance or Regional Transportation Commission of Southern Nevada standard drawings.

6.7 Visual Impact of Cross-Arm Installations. Company agrees that, in order to minimize the visual impact of its Equipment on a Third-Party Structure, in any instance where a cross-arm is set on such a structure as the locus for the installation of Equipment, Company shall use best efforts to work with the applicable third parties to ensure that such Equipment shall be installed at a point on the cross-arm that is acceptable to City. If, however, the third party does not accommodate City's request, Company shall be allowed to install the Equipment in a fashion required by the third party and consistent with the approval received from City through the HMC Title 19 process.

6.8 Relocation and Displacement of Equipment or Company Pole.

6.8.1 Company shall, at City's direction and upon sixty (60) days' prior written notice (or with less notice in event of an emergency or with more notice upon reasonable good faith efforts), relocate Equipment or Company Pole at Company's sole cost and expense whenever City determines that the relocation is necessary to accommodate the construction, modification, completion, repair, relocation, or maintenance of a City or other public project. Company shall, at City's direction and upon thirty (30) days' prior written notice (or with shorter notice in event of an emergency or with more notice upon reasonable good faith efforts), relocate Equipment or Company Pole at Company's sole cost and expense whenever City determines that the relocation is necessary to avoid or prevent the Equipment from interfering with or adversely affecting proper operation, modification, repair, relocation, or maintenance of Municipal Facilities, traffic signals, communications, or other City-owned facilities. Company shall, at City's direction and immediately prior written or oral notice, relocate Equipment or Company Pole at Company's sole cost and expense whenever City reasonably determines that the relocation is necessary to protect or preserve the public health or safety. In any such case, Company shall prosecute such work diligently until completion, and City shall use reasonable efforts to afford Company a reasonably equivalent alternate location if one is available. Before relocating the Equipment or Company Pole to an alternate location in the ROW, Company must submit to City a new application for a Licensed Location following the procedures set forth in Section 4 and Section 6 and must also submit any applications required by HMC Title 11 and Title 19.

6.8.2 If Company shall fail to relocate any Equipment or Company Pole as requested by City within a reasonable time under the circumstances in accordance with Subsection 6.8.1, City shall be entitled to remove or relocate the Equipment

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or Company Pole (without liability to Company or its customers), to restore the ROW and any Municipal Facilities, and to charge Company for the actual costs and expenses of such work, including, without limitation, reasonable administrative costs and the cost of storage of Company's property (collectively, "Removal Charges") at Company's sole cost and expense, without further notice to Company, and without City incurring any liability. Company shall pay to City the Removal Charges within thirty (30) days after receiving a written invoice from City. Upon City's receipt of payment of the Removal Charges, City shall promptly make available to Company the Equipment and Company Pole removed by City pursuant to this Subsection at no liability or cost to City. If City does not receive payment of the Removal Charges within such 30-day period, or if Company does not claim the Equipment or Company Pole(s) within thirty (30) days after the foregoing having been made available by City after Company's payment of the Removal Charges, any Equipment or Company Pole(s) remaining on or about the ROW, Municipal Facilities, or stored by City after City's removal thereof may, at City's option, be deemed abandoned property and City may dispose of such Equipment and Company Pole(s) in any manner allowed by Law. Alternatively, City may elect to take title to the abandoned Equipment and Company Pole(s), in which case Company shall submit to City an instrument satisfactory to City transferring to City the ownership of the Equipment and Company Pole(s).

6.8.3 To the extent City has actual knowledge thereof, City will attempt promptly to inform Company of the displacement or removal of any Municipal Facility 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, City will have no obligation to repair or replace such Municipal Facility for the use of Company or the installation of its Equipment. Company shall bear all risk of loss as a result of damaged or downed Municipal Facilities pursuant to Subsection 6.13, and may choose to replace such Municipal Facilities in accordance with the applicable provisions in this Agreement, including Section 4.

6.8.4 Within ten (10) days after completing a relocation, Company shall send City written notice, confirming that Company has removed and, as applicable, relocated the Equipment or Company Pole in accordance with the requirements in Subsection 6.8. After Company or City has removed the Equipment or Company Pole and receives Company's written notice, City will issue a notice terminating the Licensed Location Authorization for the removed Equipment or Company Pole.

6.9 Relocations at Company's Request. In the event Company desires to relocate any Equipment from one Municipal Facility to another, Company shall so advise City. City will use reasonable efforts to accommodate Company by making another reasonably equivalent Municipal Facility available for use, at no cost to City, in accordance with and subject to the terms and conditions of this Agreement.

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6.10 Damages Caused by Company. Company shall, at its sole cost and expense and to the satisfaction of City: (a) remove, repair or replace any of its Equipment that is damaged, becomes detached or Company has not used for Telecommunications Service and/or Information Service over the Network or to provide Commercial Mobile Service and/or Commercial Mobile Radio Service 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 Company, its agents, employees or contractors in their actions relating to installation, operation, repair, removal, or maintenance of Equipment, including any vegetation then- or thereafter-located within or near the Licensed Location. Except in the case of an emergency (which is defined to be the sudden and immediate threat of harm to a person or personal property), Company shall not cut, trim, or remove vegetation in the ROW unless approved in writing by the Director of Public Works, Parks & Recreation. If there is such an emergency, Company shall notify the Director of Public Works, Parks & Recreation as soon as practicable and provide a written description of the emergency and work performed in that notice. If Company cuts, trims, or removes vegetation in the ROW, Company shall restore the affected ROW to its prior condition, reasonable wear and tear excepted, in compliance with then-applicable requirements or conditions in the HMC and permits. If Company does not remove, repair or replace such damage to its Equipment or to ROW, Municipal Facilities or other property or restore the ROW, City may, upon thirty (30) days' prior written notice to Company, perform or cause to be performed such removal, repair, replacement, or restoration on behalf of Company and Company shall pay the actual costs incurred by City for such removal, repair, replacement, or restoration. If any damage or detachment of Company's Equipment causes a public health or safety emergency, as reasonably determined by City, City may immediately perform reasonable and necessary repair or removal work (but not any technical work on Company's Equipment) or restoration work on behalf of Company and will notify Company as soon as practicable; provided, however, such repair work may only involve reinstallation of Company's Equipment to a Streetlight Pole or repair of the Streetlight Pole itself, and shall not include any technical work on Company's Equipment. Upon the receipt of a demand for payment by City, Company shall within thirty (30) days after such receipt reimburse City for the full cost of removing, repairing, replacing and/or restoring the Equipment, the Municipal Facility, or the ROW. The terms of this Subsection 6.10 shall survive the expiration, completion or earlier termination of this Agreement.

6.11 Change in Equipment. If Company proposes to install Equipment that is different in any material way (e.g., increase in weight, increase in a dimension, or change to external appearance) from any approved configurations and Equipment specifications, Company shall first obtain the written approval for the use and installation of the unauthorized Equipment from the City Manager or that person's designee and as required by HMC Title 19 and other applicable provisions of the HMC. In addition to any other submittal requirements, Company shall provide "load" (structural) calculations stamped and signed by a Nevada-licensed engineer, for all Municipal Facilities on which it intends to install its Equipment in the ROW, notwithstanding any original installation or by way of Equipment

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type changes. City may approve or disapprove of the use of the different Equipment pursuant to the factors described in Subsection 6.3.

6.12 Removal of Equipment and Company Poles. Company shall promptly, safely and carefully remove all of its Equipment and Company Poles from the ROW and restore the ROW and Municipal Facilities to their original condition, reasonable wear and tear excepted, (a) before this Agreement expires, (b) before Company's termination of a Licensed Location Authorization becomes effective, (c) within sixty (60) days' after City's written notice terminating this Agreement, or (d) within sixty (60) days' after City's written notice terminating a Licensed Location Authorization, as applicable. If Company fails to complete the removal of the Equipment and Company Poles and the restoration activities before this Agreement expires, before Company's termination of a Licensed Location Authorization becomes effective, or on or before the sixtieth (60th) day subsequent to the issuance of City's notice, as applicable, then City, upon written notice to Company, shall have the right at City's sole election, but not the obligation, to remove Company's Equipment from all Municipal Facilities (without liability to Company or its customers), to remove Company Poles (without liability to Company or its customers), to restore the ROW and Municipal Facilities and to charge Company for the actual costs and expenses of such work, including, without limitation, Removal Charges. Company shall pay to City the actual costs and expenses of such work within thirty (30) days after receiving a written invoice from City. Upon City's receipt of payment of the invoice, City shall promptly make available to Company the Equipment and Company Poles removed by City pursuant to this Subsection at no liability or cost to City. If City does not receive payment of the invoice within such 30-day period, or if City does not elect to remove the Equipment or Company Poles and restore the ROW and Municipal Facilities after Company's failure to do so after the 60-day-removal period expires, or if Company does not claim the Equipment and Company Poles within thirty (30) days after the foregoing having been made available by City after Company's payment of the Removal Charges, any Equipment and Company Poles remaining on or about the ROW, Municipal Facilities, or stored by City after City's removal thereof may, at City's option, be deemed abandoned property and City may dispose of such Equipment and Company Poles in any manner allowed by Law. Alternatively, City may elect to take title to the abandoned Equipment and Company Poles, in which case Company shall submit to City an instrument satisfactory to City transferring to City the ownership of the Equipment and Company Poles. The terms of this Subsection shall survive the expiration, completion or earlier termination of this Agreement.

6.13 Risk of Loss. Company acknowledges and agrees that Company bears all risk of loss or damage or relocation or replacement of its Equipment and Company Poles installed in the ROW pursuant to this Agreement from any cause, and City shall not be liable for any cost of repair or replacement of damaged or destroyed Equipment or Company Pole, including, without limitation, damage caused by City's removal of the Equipment or Company Pole, except to the extent that such loss or damage was solely and proximately caused by the intentional conduct or negligent acts or omissions of City, including, without

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limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors, subject to the limitation of liability provided in Subsection 7.3.

7. Indemnification and Waiver.

7.1 Indemnification. Company agrees to indemnify, defend, protect, and hold harmless City, its council members, officers, employees, and agents ("City Indemnitees") from and against any and all claims, demands, losses, including Municipal Facility warranty invalidation, damages, liabilities, fines, charges, just compensation, penalties, arbitration proceedings, 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), damage to real property, damage to tangible property, or Losses claimed by a third-party, including by a Company customer, directly or proximately resulting from activities undertaken by or on behalf of Company pursuant to this Agreement, except to the extent caused by the intentional conduct or negligent acts or omissions of a City Indemnitee or City contractor. Company further agrees to indemnify, defend, protect, and hold harmless City and City Indemnitees from and against any and all Losses in connection with: (a) Company's use of real property not owned by City in fee for Equipment or a Company Pole; or (b) Company's use of a Municipal Facility or use of ROW that is not allowed by, is inconsistent with, is a violation of, or overburdens City's easement for, prescriptive right for, or other right to use such real property.

7.2 Waiver of Claims. Company hereby waives any and all claims, demands, causes of action, and rights it may have against City, during or subsequent to the Term, on account of any Losses, damage, or injury to any Equipment or Company Pole or any loss or degradation of the Telecommunications Services, Information Services, Commercial Mobile Service, Commercial Mobile Radio Service, or service to a Company customer as a result of any event or occurrence which is beyond the reasonable control of City.

7.3 Limitation on City's Liability.

7.3.1 City shall be liable for the cost of repair (or if repair is not feasible, replacement) to damaged Equipment and Company Poles proximately caused by the willful misconduct of City or its employees.

7.3.2 City shall be liable for the cost of repair (or if repair is not feasible, replacement) to damaged Equipment and Company Poles proximately caused by the negligence of City or its employees.

7.3.3 Notwithstanding the foregoing Subsection 7.3.1 and Subsection 7.3.2, City's total liability under this Agreement shall be limited to the aggregate Rental Fees paid by Company to City in the calendar year in which such liability arises, and City shall not be liable to Company for any indirect or consequential damages in connection with this Agreement.

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7.4 Waiver of Punitive and Consequential Damages. Both parties hereby waive the right to recover special, punitive or consequential damages from the other party in connection with this Agreement; however, this waiver shall not limit or apply to Company's obligation to provide insurance under Section 9, Company's indemnity obligations under Section 7 or Company's obligation to provide security under Section 8.

7.5 No Waiver of NRS Chapters 41 and 268 Protections. Notwithstanding anything to the contrary in this Agreement, City does not waive the rights and protections afforded the City under NRS Chapter 41 or NRS Chapter 268.

The terms of this Section 7 shall survive the expiration, completion or earlier termination of this Agreement.

8. Security for Performance.

8.1 General Requirements. As security for compliance with the terms of this Agreement and applicable provisions of the HMC, Company shall, no later than ten (10) days after the issuance of a permit by City to install Company's Equipment and prior to the placement of any Equipment in the ROW, provide security to City in the form of, at Company's sole discretion, either cash deposited with City, or (provided the terms and conditions of the security are acceptable to City and issued by a bank or surety, as applicable, satisfactory to City) an irrevocable letter of credit or a performance bond to remain in full force and effect for the Term, payable in each instance to City, in an amount of ninety thousand dollars ($90,000) ("Security Funds"). After the Effective Date and no later than five (5) business days after City issues the Licensed Location Authorization for the Equipment or Company Pole that triggers the increase in the amount of the Security Funds, Company shall increase the amount of the Security Funds in accordance with the requirements in the preceding sentence and as follows:

(A) Ten thousand dollars ($10,000) for each Company Pole authorized in the ROW that is less than or equal to thirty-five (35) feet in height; and

(B) Fifteen thousand dollars ($15,000) for each Company Pole authorized in the ROW that is more than thirty-five (35) feet in height but less than or equal to fifty (50) feet in height; and

(C) Twenty-five thousand dollars ($25,000) for each Company Pole authorized in the ROW that is more than fifty (50) feet in height but less than or equal to seventy (70) feet in height; and

(D) Fifty thousand dollars ($50,000) for each Company Pole authorized in the ROW that is more than seventy (70) feet in height; and

(E) After City issues twenty-five (25) Licensed Location Authorizations for Equipment installed on a Municipal Facility or on a Third-Party Structure,

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twenty-five thousand dollars ($25,000) for each additional batch of twenty-five (25) Licensed Location Authorizations for Equipment installed on a Municipal Facility or on a Third-Party Structure.

City may claim all or a portion of the Security Funds, as increased, as payment for removal, restoration, or other charges assessed in accordance with Subsection 6.5, Subsection 6.8, Subsection 6.10, Subsection 6.12, or another provision in this Agreement, as payment for liquidated damages assessed in accordance with Section 12, and to recover losses resulting from Company's failure to perform any of its obligations under this Agreement, including the installation of Equipment, Company Poles, or appurtenances that are not authorized by a Licensed Location Authorization.

8.2 Bond Requirements. If bonds are used to satisfy these security requirements, they shall be in accordance with the following:

8.2.1 All bonds shall, in addition to all other costs, provide for payment of reasonable attorneys' fees.

8.2.2 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.

8.2.3 Company 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.

8.2.4 All bonds prepared by a licensed nonresident agent must be countersigned by a registered agent per NRS 680A.300.

8.2.5 All bonds shall guarantee the performance of all of Company's obligations under this Agreement and all applicable Laws.

8.3 Replenishment of Security. If at any time City draws upon the Security Funds, as increased, Company shall within thirty (30) days after receiving notice from City replenish such Security Funds to the amount required by Section 8.1, as such amount is increased by Section 8.1 or modified by Section 8.4.

8.4 Security Adjustments. If this Agreement is renewed or otherwise extended beyond the Initial Term, the amount of Security Funds required by Section 8.1 shall be increased by an amount equal to two and one-half percent (2.5%). Security amount changes shall be effective as of July 1 following the fifth anniversary date of this Agreement. Company shall provide the increased Security Funds to City on or before July 15 following the fifth anniversary date of this Agreement.

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9. Insurance. Company shall procure and maintain, and cause its contractors to procure and maintain, at all times during the Term and until all of their obligations under this Agreement have been discharged, insurance identified in Subsection 9.1. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be canceled, nor shall the occurrence or aggregate limits set forth above be reduced, until City has received at least thirty (30) days' advance written notice of such cancellation or change. Company shall be responsible for notifying City of such change or cancellation. Unless prohibited by applicable Law, all required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against City, its council members, officers, employees, and insurers, except if losses are caused by the sole negligence of City.

9.1 Scope and Limits of Insurance. Company shall provide coverage with limits of liability stated below. The limits may be met by a combination of primary and excess or umbrella insurance. The policies, excluding workers' compensation and employers' liability, shall include City and its council members, officers, and employees as additional insureds with respect to liability arising out of activities performed by, or on behalf of Company, including completed operations and vehicles owned, leased, hired or borrowed by Company.

9.1.1 Commercial General Liability insurance – Occurrence Form

Each Occurrence:	$1,000,000
Products – Completed Operations Aggregate:	$1,000,000
General Aggregate:	$2,000,000

9.1.2 Commercial Automobile Liability

Combined Single Limit: $2,000,000, including bodily injury and property damage for any owned, leased, hired, and borrowed vehicles used in the performance of this Agreement.

9.1.3 Workers' Compensation and Employers' Liability

Workers' Compensation: Statutory

Employers' Liability:

Each Occurrence:	$1,000,000
Disease/Employee:	$1,000,000
Disease/Policy Limit:	$1,000,000

9.2 Filing of Certificates and Endorsements. Prior to the commencement of any work in connection with this Agreement, Company shall file with City the required original certificate(s) of insurance with endorsements, which shall state the following:

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(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 City shall receive from Company or the insurance company thirty (30) days' prior written notice of cancellation, except for non-payment of premium, then ten (10) days prior notice may be given;

(c) that Company's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that City may possess, including any self-insured retentions City may have; and any other insurance City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and

(d) that Company's insurance company for the Commercial General Liability insurance policy waives any right of recovery or subrogation the insurance company may have against City, its council members, officers, employees, and insurers, as specified in the above paragraph.

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

9.3 Insurer Criteria. Any insurance provider of Company shall be 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 "VII".

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

9.5 Self-Insurance. Notwithstanding the foregoing, Company shall have the right to self-insure the coverages required in this section. In the event Company elects to self-insure its obligation to include City as an additional insured, the following additional provisions shall apply: (i) City shall promptly and no later than thirty (30) days after notice thereof provide Company with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Company with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Company; and (iii) City shall fully cooperate with Company in the defense of the claim, demand, lawsuit, or the like.

10. Notices.

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10.1 Method of Providing Notice. 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 courier service, addressed as follows:

If to City:
CITY OF HENDERSON
Attn: Director of Public Works
240 South Water Street
P.O. Box 95050
Henderson, NV 89009-5050

with a copy to:

CITY OF HENDERSON
Attn: City Traffic Engineer
240 South Water Street
P.O. Box 95050
Henderson, NV 89009-5050

CITY OF HENDERSON
Attn: City Attorney
240 South Water Street
P.O. Box 95050
Henderson, NV 89009-5050

If to Company:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
RE: Cell Site #: _____; Cell Site Name:_____
Fixed Asset #: _____; State Where Site Located: __
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to:
New Cingular Wireless PCS, LLC
Re: Cell Site #: _____; Cell Site Name:_____
Fixed Asset #: _____; State Where Site Located: __
AT&T Legal Department – Network
208 S. Akard Street,
Dallas, TX 75202-4206

10.2 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, on the third business day after the date of mailing if mailed by certified mail, or on the date officially recorded as delivered according to the

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record of delivery if delivered by courier. Each Party may change its contact information for purposes of this Agreement by giving written notice to the other party in the manner set forth above.

11. Default and Cure.

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 Company, and subject to Subsection 11.2 below, if Company fails to comply with any of the material conditions and obligations imposed hereunder, if such failure continues for more than thirty (30) days after written demand from City to commence the correction of such noncompliance on the part of Company, and if a Company representative and the City Manager have met to discuss the noncompliance (provided such a meeting is requested in writing by Company within ten days after receiving the written demand), City shall have the right to revoke and terminate this Agreement and/or a particular Licensed Location Authorization 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 Company's control, the period of time in which Company must cure the violation shall be extended by the City Manager, for a period to be determined at City Manager's sole discretion and in writing, for such additional time reasonably necessary to complete the cure, provided that: (a) Company has promptly begun the process to cure; and (b) Company is diligently pursuing its efforts to cure in the City Manager's reasonable judgment.

12. Liquidated Damages.

12.1 Amounts. If Company fails to cure any noncompliance with the terms and conditions of this Agreement within the time allowed under Subsection 11.1 and Subsection 11.2, after City gives Company reasonable notice of such noncompliance and an opportunity to be heard by the City Manager, City may assess the following liquidated damages for such noncompliance:

12.1.1 Failure to comply with City's non-discriminatory requirements concerning actual usage of the ROW or Municipal Facilities, including but not limited to any Company-caused defaults resulting in construction-delay claims against City: $500.00 per day, for each day such failure continues.

12.1.2 Failure to comply with any other provisions of this Agreement, including but not limited to failure to provide in a reasonable timeframe data, documents, reports, or information to City, or to provide insurance or security for the performance of Company's obligations hereunder: $100.00 per day, for each day such failure continues after the cure period has ended.

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12.2 Payment of Damages. Any liquidated damages assessed pursuant to this Section 12 shall be due and payable by check mailed or delivered to the Director of Finance, at the address provided for in Section 10, not later than thirty (30) days after City provides Company with written notification of the assessment.

12.3 Remedy not Penalty. Company agrees that any failures specified in Subsection 12.1 shall result in injuries to City and its citizens and institutions, the compensation for which would be difficult to ascertain and prove, and that the amounts specified in Subsection 12.1 are liquidated damages, not a penalty or forfeiture.

13. Assignment. This Agreement shall not be Assigned or Transferred by Company without the express written consent of City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Assignment or Transfer of the rights and obligations of Company to an Affiliate or to any successor in interest or entity acquiring more than fifty percent (50%) of Company's stock or assets shall not require the consent of City, provided that: (a) any such assignee or transferee assumes all of Company's obligations hereunder, including all obligations and/or defaults under this Agreement occurring prior to the Assignment or Transfer (whether known or unknown), and provides City with written notice of acceptance of that assumption or the effectiveness of that assumption by operation of law; (b) the assignee or transferee provides City with a copy of an appropriate certificate of public convenience and necessity from the PUCN; and (c) the assignee or transferee has a valid City business license.

14. Records; Audits.

14.1 Recordkeeping. Company will establish and maintain an accounting system and accurate and complete records in accordance with generally accepted accounting principles and applicable Law for the purpose of determining the amounts due to City under this Agreement. Company will also maintain accurate and complete records of the Equipment installed in the ROW and the location of all Equipment installed in the ROW. All such records are subject to audit by City.

14.2 Additional Records. City may require Company to produce the records identified in Section 14.1 and any such additional information, records, and documents from time to time that City may determine are appropriate in order to reasonably monitor compliance with the terms of this Agreement. Company agrees to collect and produce to City such supplementary information as needed.

14.3 Production of Records. Company shall provide records within twenty (20) business days after a request by City for production of the same unless City agrees to additional time. Such records shall be made available at the City of Henderson City Hall. Failure to provide records in a timely manner shall subject Company to liquidated damages under Section 12. If any person other than Company maintains records on Company's behalf, Company shall be responsible for making such records available to City for purposes of this Subsection 14.3.

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

15.1 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.

15.2 Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by 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.

15.3 Contacting Company. Company shall be available to the employees of any City department having jurisdiction over Company's activities 24 hours a day, seven days a week, regarding problems or complaints resulting from the installation, operation, maintenance, repair, or removal of the Equipment. City may contact the network control center operator at telephone number (800) 638-2822 regarding such problems or complaints and Company shall make every effort to investigate and resolve them within three (3) business days of receipt. Within four (4) business days of receipt, Company shall provide City with a written report that describes how Company resolved the problem or complaint and, if Company cannot resolve a problem or complaint within three (3) business days of receipt, Company shall include an explanation of why resolution could not be reached within that period and describe the actions that Company has taken or will take to resolve the problem or complaint and the timeline to reach a resolution of the problem or complaint. Upon request, Company shall provide City with a written monthly report, in a form satisfactory to City, summarizing such problems or complaints received by Company and the resolutions thereof for the preceding month. At City's written request and within ten (10) days of such a request, Company shall confirm in writing (and provide City documentation) that the particular Equipment that is the subject of the problem or complaint complies with all FCC regulations, including without limitation, all regulations regarding radio frequency emissions and exposure limitations. Company shall affix and maintain a permanent, weatherproof label, tag, or similar mark displaying such telephone number, together with the unique alphanumeric designation described in Subsection 4.1, in a conspicuous location on each Company Pole, on all Equipment, and on all street furniture cabinets used in connection with Equipment.

15.4 Governing Law. 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.

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15.5 Forum. All actions between any parties to this Agreement that arise from or relate to this Agreement shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Company agrees that it shall not initiate an action that arises from or relates to this Agreement against City in any other jurisdiction. Company irrevocably agrees to submit to the exclusive jurisdiction of the courts located in Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada over any dispute or matter that arises from or relates to this Agreement.

15.6 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.

15.7 Dispute Resolution

15.7.1 Good Faith Participation. Prior to the initiation of any litigation, the parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through the upper management escalation and non-binding mediation processes set forth herein. Good faith participation in these processes shall be a condition precedent to any litigation. All negotiations pursuant to this section shall be confidential and treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any state's rules of evidence.

15.7.2 Upper Management Escalation and Mediation. Either party may give the other party written notice of any dispute not resolved in the normal course of business. The dispute shall be escalated to upper management and, thereafter, representatives of both parties with authority to settle the dispute shall meet at a mutually acceptable time and place within fourteen (14) business days after receipt of such notice, and thereafter as often as reasonably deemed necessary, to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within thirty (30) business days of receipt of the disputing party's notice, or if the parties fail to meet within fourteen (14) business days, either party may initiate mediation. Such mediation shall take place at a mutually agreeable location. In the event that such dispute is not resolved within ninety (90) calendar days following the first day of mediation, either party may initiate litigation.

15.8 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 4.5 or Subsection 4.6 above.

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15.9 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties with the same formality as this Agreement.

15.10 No Waiver. A party shall not be excused from complying with any of the terms or conditions of this Agreement because the other party does not, on one or more occasions, insist upon or to seek compliance with any such terms or conditions or because of any failure on the part of a party to exercise, or to delay in exercising, any right or remedy hereunder. Nor shall a party's single or partial exercise of a right or remedy or failure to require full performance from the other party preclude a party's right to exercise its rights and remedies or enforce each and every provision in this Agreement.

15.11 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.

15.12 Public Records.

15.12.1 City is a governmental entity and subject to the public records Laws and regulations set forth in chapter 239 of the NRS and NAC. Therefore, City's records are public records and are subject to inspection and copying by any person unless there is an applicable exception or the record is declared by applicable Law to be confidential. Company is advised, and acknowledges, that the Agreement and documents provided in connection with this Agreement become a public record and, unless the information is declared by applicable Law to be confidential or is otherwise excluded from the public records disclosure requirements, may be subject to inspection and copying.

15.12.2 If Company believes any information it submits should be considered confidential or proprietary in nature, or contains trade secrets (as defined in NRS 600A.030), Company shall mark the page or pages that contain such information "CONFIDENTIAL," shall provide a summary sheet identifying each and every page that contains information so marked, shall represent in writing on that sheet that protections exist under applicable Law to preserve the integrity, confidentiality and security of the information, and shall specify with particularity the factual and legal basis thereof. If Company fails to do all of the foregoing, such information shall be deemed to not be confidential.

15.12.3 If City receives a public records request that applies to this Agreement (either specifically or otherwise), it will analyze the documents provided in connection with this Agreement to see if the information so marked may legally be withheld from inspection and copying. City takes no responsibility and is not liable for release of (1) any information not so marked and summarized or (2) any information that is so marked and summarized in the event that City determines in its sole and absolute discretion that City must provide the information

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because an applicable exception does not apply or the information is not declared by applicable Law to be confidential.

15.13 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.

15.14 No Third-Party Beneficiaries. Except for City Indemnitees who are intended beneficiaries of Company's obligations in Section 7, nothing expressed or implied in this Agreement is intended to create for the public, or any member thereof, or any person not a party to this Agreement, a third-party beneficiary right, interest or remedy, or to authorize any such person to maintain a suit for personal injuries or property damage pursuant to any term, provision, condition, undertaking, warranty, representation, or agreement contained in of this Agreement.

15.15 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. When followed by an example, the words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation."

15.16 Effect of Acceptance. Company: (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 City 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 City had no power or authority to make or enforce any such provision, condition or term.

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

15.18 Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of documents or signature pages bearing original signatures, and executed documents or signature pages delivered by telefax or facsimile or by e-mail transmission of an Adobe© file format document (also known as a PDF file), shall, in each such instance, be deemed to be, and shall constitute and be treated as, an original signed document or counterpart, as applicable.

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15.19 Relationship of the Parties. It is understood that the contractual relationship between City and Company is such that Company is not an agent of City for any purpose and City is not an agent of Company for any purpose.

15.20 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Friday, Saturday, Sunday or observed as a holiday by City. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Friday, Saturday, Sunday or holiday, that payment is required to be made or act is required to be performed on the next business day.

15.21 Headings; Exhibits; Cross References. The section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All references in this Agreement to Sections, Subsections and Exhibits are to Sections, Subsections and Exhibits in this Agreement, unless otherwise specified. All Exhibits, and any attachments to an exhibit, are incorporated into and made a part of this Agreement. Unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes the feminine and masculine.

15.22 Independent Contractor. Neither Company nor City is, nor will they be deemed to be, for any purpose, the agent, representative or employee of the other by reason of this Agreement. Nothing in this Agreement or any agreement or subcontract by Company will create any contractual relationship between Company's employee, agent, or contractor and the City.

15.23 No Property Interest Acquired. Nothing in the awarding of this non-exclusive franchise, the authorization to use ROW or the execution of this Agreement shall in any way be construed as establishing a property interest or any other entitlement other than to permit Company to enforce the terms of this Agreement.

15.24 Authority. Each party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the party so designated.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be legally executed as of the Effective Date.

CITY:
CITY OF HENDERSON

By: DocuSigned by: BCA33DA61AAA426...
Richard A. Derrick
City Manager / CEO

Date of City Council Action: 01/15/19

ATTEST:

DocuSigned by: 5694438311 1E44F...
Sabrina Mercadante, MMC
City Clerk

Approved as to Content:

DocuSigned by: 048713FB96714C2...
Ed McGuire
Director of Public Works

Approved as to Funding:

DocuSigned by: E6132FE9CD8B4AA...
Jim McIntosh
Chief Financial Officer

Approved as to Form:

DocuSigned by: C8274A57AA6A4AD...
DS
Nicholas G. Vaskov
City Attorney

COMPANY:
New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: DocuSigned by: Jim Jansma FCD4375C83D043B...

Printed Name: Jim Jansma

Title: Director RAN Construction

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Exhibit A

[Intentionally omitted]

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Exhibit B
Form of Licensed Location Authorization

Licensed Location Authorization

Pursuant to the Wireless Use Agreement, CMTS #21440, ("Agreement") between City of Henderson, a municipal corporation and political subdivision of the State of Nevada (the "City") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, (the "Company"), Company requested and City approved the installation of Equipment and/or a Company Pole shown subject to Company complying with all conditions in the Agreement and obtaining all required permits and approvals, including Company complying with Section 4, Section 6, HMC Titles 11 and 19, and other applicable provisions of the Agreement and the HMC. The following terms are defined in the Agreement: Company Pole; Equipment; HMC; Information Service; Licensed Location; Municipal Facility; Qualified Service Provider; Right of Way; Telecommunications Service; Third-Party Structures.

Effective Date of Licensed Location Authorization: _____

City's Licensed Location Authorization Number: _____

Company's Alphanumeric Designation for Licensed Location: _____

Nearest Street Address of Licensed Location: _____

_____

GIS or GPS Coordinates of Licensed Location: _____

Location for (Check all boxes that apply to the Licensed Location):

- ☐ Equipment on Third-Party Structure
- ☐ Equipment on Municipal Facility
- ☐ Equipment on Company Pole
- ☐ Equipment on Suspension Cable Between Company Poles or Third-Party Structures
- ☐ New Company Pole

Technical Description of Equipment: _____

_____

Height of Third-Party Structure, Municipal Facility, Suspension Cable, and/or Company Pole: __

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Dimensions (in Feet) of Equipment: _____ Height _____ Width _____ Depth

Noise (in decibels) of Equipment from Three (3) Feet Away Measured at Height of Equipment:

_____ Maximum _____ Minimum

FCC Licensee and License Number: _____

Legal Name of Owner of Third-Party Structure and/or Suspension Cable that Equipment Is Installed on:

Third-Party Structure Owner: _____

Suspension Cable Owner: _____

Legal Name of Owner of Equipment: _____

CITY OF HENDERSON
CLARK COUNTY, NEVADA

By: _____ _____
<Insert Name> Date Licensed Location Authorization Issued
<Insert Title of Department Director>

Attachment A
to Licensed Location Authorization

[EXHIBIT DESIGN SHOWING THE EQUIPMENT AND/OR COMPANY POLE, CONFIGURATION OF ANY INSTALLATION OF EQUIPMENT, LOCATION OF EQUIPMENT OR COMPANY POLE TO BE INSTALLED IN THE RIGHT OF WAY, INCLUDING ANY BELOW-GROUND FACILITIES AND BURIED CABLE, AND LOCATION OF ANY MUNICIPAL FACILITIES, THIRD-PARTY STRUCTURE AND/OR SUSPENSION CABLE TO WHICH EQUIPMENT IS ATTACHED]

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Exhibit C

[Intentionally omitted]