DISTRIBUTED ANTENNA SYSTEM
TECHNICAL SERVICES CONTRACT

THIS DISTRIBUTED ANTENNA SYSTEM TECHNICAL SERVICES CONTRACT (hereinafter referred to as “Contract”) entered into on this ___ day of __________, 2008, by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada (hereinafter referred to as “County”), and SOUTHWESTCO WIRELESS LP D/B/A VERIZON WIRELESS BY SOUTHWESTCO WIRELESS INC., ITS MANAGING PARTNER, authorized to do business in the State of Nevada (hereinafter referred to as “Company”).

WITNESSETH:

WHEREAS, County is the owner and operator of the Clark County Airport System, which includes McCarran International Airport (hereinafter referred to as “Airport”);

WHEREAS, it is the desire of the County and Company to implement a Distributed Antenna System (hereinafter referred to as “DAS”) program to better serve the wireless communication needs of the traveling public, Airport tenants, and Airport guests;

WHEREAS, it is for the benefit of the County to more efficiently and economically manage its Airport-controlled wireless communication systems and facilities through the use of one single Distributed Antenna System’s Management company (hereinafter referred to as “DASM”), to oversee the installation, operation, and management of the DAS program;

WHEREAS, County and Company have the general expectation that all Qualified Commercial Mobile Radio Systems operators will be participants;

WHEREAS, Company is a Qualified Commercial Mobile Radio Systems Operator to oversee the installation, operation, and management of the DAS program on a non-discriminatory, equal access basis for all Qualified Commercial Mobile Radio Systems operators;

WHEREAS, Company has been selected in response to Request For Proposal, RFP 84-04 Distributed Antenna System Technical Services (“Proposal Submittal”);

WHEREAS, it is the desire of County and Company that this Contract be entered into pursuant to N.R.S. 496.090;

NOW, THEREFORE, for and in consideration of the Contract and covenants and conditions set forth herein, County and Company agree as follows:
ARTICLE I

1.1 DEFINITIONS

1.1.1 The term “Access & Use Contracts,” used herein, means contract(s) entered into by Company and any interested Qualified CMRS operator desiring access to and use of the Airport’s DAS and to participate in its program.

1.1.2 The term “Approval Date,” means the date upon which this Contract is approved by the Board of Clark County Commissioners as indicated on page one (1) of this Contract.

1.1.3 The term “Assigned Areas,” whenever used herein, means all County approved DAS related locations depicted in Exhibit "A" of the Contract, and more fully described in Section 2.5 entitled, USE OF ASSIGNED AREAS and Section 2.6 entitled, OPERATION OF DAS.

1.1.4 The term "Commercial Mobile Radio Systems Team (CMRS Team)," whenever used herein, means Company and Qualified CMRS operators who have entered into “Access & Use Contracts,” with Company.

1.1.5 The term “Company,” whenever used herein, means Southwestco Wireless LP d/b/a Verizon Wireless By Southwestco Wireless Inc., Its Managing Partner, entering into this Contract as operator, and manager of the DAS, also known as the DASM (DASM and Company will be used interchangeably throughout this Contract) that will oversee the design, installation, operation, and maintenance of the Airport’s DAS program.

1.1.6 The term “Construction Commencement Date,” whenever used herein, means commencing construction of the DAS Facilities on the Assigned Areas by Company causing its construction contractor to obtain access to the Assigned Areas and to begin actual construction of the DAS Facilities, together with the obligation to comply with the required and applicable provisions of this Contract, and on that date all applicable terms and conditions of this Contract will be in full force and effect. The Construction Commencement Date will be confirmed by an exchange of correspondence between the parties hereto.

1.1.7 The term Commercial Mobile Radio Systems “CMRS” whenever used herein, shall mean existing and emerging licensed services and technologies that include operators (Cellular, Enhanced Specialized Mobile Radio (ESMR), and Personal Communication Services (PCS)) and their commercially provided wireless services in demand by the traveling public, Airport tenants, and Airport guests.

1.1.8 The term “County,” whenever used herein, means Clark County, Nevada, as represented by the Clark County Board of Commissioners and where this
Contract speaks of "Approval by County," such approval means action by the Clark County Board of Commissioners.

1.1.9 The term “County's Designated Representative ("CDR"),” whenever used herein, means the Clark County Department of Aviation Director and Deputy Director who manage the Clark County Airport System, or their designee, acting on behalf of County.

1.1.10 The term “DAS Facilities,” whenever used herein, means any wireless network systems that would typically include a series of hubs, repeaters, and multiple band antennas within the building to accommodate and extend signals from Qualified CMRS operators and their commercially provided wireless services. The DAS includes all hardware and software associated with uplink and downlink Radio Frequency ("RF") including, but not limited to, power systems and back-ups, antennas, base stations, towers, multi-plexers, personal computers, cable/fiber, equipment rooms, and network operation systems owned, installed, operated, and managed by Company on the Assigned Areas as approved by the CDR, in accordance with the terms and conditions set forth within this Contract.

1.1.11 The term “Department of Aviation ("DOA"),” whenever used herein, means the Department of Clark County responsible for the management and oversight of the County’s Airport System, acting on behalf of the County.

1.1.12 The term “Director of Aviation,” whenever used herein, means the Director of Aviation or Deputy Director of Aviation of DOA as may, from time to time, be appointed by the County and shall include such person or persons as may, from time to time, be authorized, in writing, by County or by the Director of Aviation, to act for him with respect to any or all matters pertaining to this Contract.

1.1.13 The term “Effective Date,” whenever used herein, means the date that Company commences operations with the DAS successfully installed and operational as approved by the Director of Aviation. The Effective Date will be confirmed by an exchange of correspondence between the parties hereto.

1.1.14 The term “Environmental Laws,” whenever used herein, means any one or all of the laws and/or regulations of the Environmental Protection Agency or any other federal, state or local agencies, including, but not limited to the following as the same are amended from time to time:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6901 et seq.)

TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. Section 2601 et seq.)
SAFE DRINKING WATER ACT (42 U.S.C. Section 300h et seq.)
CLEAN WATER ACT (33 U.S.C. Section 1251 et seq.)
CLEAN AIR ACT (42 U.S.C. Section 7401 et seq.)
NEVADA SANITATION LAWS (Nevada Revised Statutes, Chapter 444)
NEVADA WATER CONTROL LAWS (Nevada Revised Statutes Chapter 445A)
NEVADA AIR POLLUTION LAWS (Nevada Revised Statutes Chapter 445B)
HAZARDOUS MATERIALS, INCLUDING UNDERGROUND STORAGE TANK REGULATIONS (Nevada Revised Statutes, Chapter 459)
NEVADA OCCUPATIONAL SAFETY AND HEALTH ACT (Nevada Revised Statutes, Chapter 618)

and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the Federal and State or local government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment (including, but not limited to, the ambient air procedures and records detailing chlorofluorocarbons [CFC]), ambient air, ground water, surface water

1.1.15 The term "Hazardous Material," whenever used herein, means the definitions of hazardous substance, hazardous material, toxic substance, regulated substance or solid waste as defined within the following:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6901 et seq.)

HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. Section 5101 et seq.) and all present or future regulations promulgated thereto.

DEPARTMENT OF TRANSPORTATION HAZARDOUS MATERIALS TABLE (49 C.F.R. Part 172) and amendments thereto.

ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 300 and amendments thereto including Appendices thereto)

HANDLING OF HAZARDOUS MATERIALS (including transportation of Hazardous Materials by Motor Carriers) (Nevada Revised Statutes 459.700 through 459.780)
and all substances, materials and wastes that are, or that become, regulated under, or that are classified as hazardous or toxic under any environmental law, whether such laws are Federal, State or local.

1.1.16 The term "Project Manager," whenever used herein, means Company's appointee deemed as a professionally qualified designee who will be responsible for the implementation and management of all aspects of the day-to-day operations of the DAS and other related duties more fully described in Section 2.6, entitled OPERATION OF DAS, of this Contract.

1.1.17 Where applicable and whenever used herein, the term "Qualified," as it applies to interested CMRS operators only, shall mean that CMRS operators must have the current federal, state, local, and other applicable licenses and requirements pertinent to meet all wireless and radio communication standards.

1.1.18 The term "Release," whenever used herein, means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any Hazardous Material in violation of Environmental Laws.
ARTICLE II

2.1 COMMENCEMENT AND EXPIRATION

The term of this Contract shall consist of two periods called the "Initial Term" and the "Primary Term." The Initial Term will commence upon the Construction Commencement Date of this Contract and shall continue until such time the entire DAS is successfully installed and operational as approved by the Director of Aviation. The Construction Commencement Date will be confirmed by an exchange of correspondence between the parties hereto, and will continue for a period of three hundred sixty-five (365) days, unless otherwise extended by the CDR.

The Primary Term will commence upon the Effective Date and shall continue for a ten (10) year period. The Effective Date of the Primary Term will be confirmed by an exchange of correspondence between the parties hereto.

2.2 EXTENSION OF TERM

Following the Primary Term's expiration date, the term of this Contract will be automatically extended for one (1) additional term of five (5) years, provided that Company has not been in default under Section 3.18.4 of the Contract or been late in any payments owed under Section 2.8.1 of the Contract more than three (3) times during the Primary Term. The extended term is to begin on the first day following the expiration date of the Primary Term.

2.2.1 At expiration of this Contract, Company may be considered for further extensions of this Contract or the award of a new Technical Services Contract. If at the expiration of this Contract, another DAS operator is awarded a Technical Services Contract, or if this Contract is terminated as required by operation of law or by terms of this Contract, Company shall cooperate with DOA to achieve a smooth transition of the operation of the DAS to the subsequent DASM. All terms and conditions set forth herein shall be in full force and effect until the new Company commences operation of the DAS.

2.3 COMPANY'S RIGHTS AND GENERAL OBLIGATIONS AND DUTIES TO COUNTY

2.3.1 Company shall be granted the exclusive rights to design, develop, and install a single, common, hosted DAS that supports passenger services, airline operations, and DOA applications. The DAS shall provide reliable, gap-free coverage and real-time roaming capability for all terminal facilities and properties at the Airport stated herein. The County's general objectives for the overall DAS project are to include the following:
2.3.1.1 Improve coverage and capacity for commercial wireless and operational radio systems throughout the Airport facilities.

2.3.1.2 Leverage the value of the Airport’s facilities, infrastructures and geographic presence, and maximize potential revenue to the Airport.

2.3.1.3 Allow fair and equal pro rata access to the Airport’s facilities for all Qualified CMRS Operators entering into Access & Use Contracts by providing a truly neutral host DAS.

2.3.1.4 Provide an efficient administrative interface for the DOA for all wireless systems.

2.3.1.5 Provide for the interoperability of all CMRS wireless communication systems.

2.3.1.6 Minimize radio interference to the maximum extent possible.

2.3.1.7 Manage the system to include all CMRS technologies, including current licensed wireless and data telecommunication standards and to accommodate emerging CMRS telecommunication technology standards.

2.3.2 Company may be authorized by County in the future to have access to other airports in the Clark County Airport System for similar DAS purposes. This shall be addressed by subsequent amendments to this Contract.

2.3.3 Company is responsible for compliance with all duties and obligations under this Contract. Company accepts liability for all damages caused by the CMRS Team. In addition, Company shall in any agreement with any entity, which is part of the CMRS Team, require such entity to abide by and be subject to all applicable terms and conditions of this Contract necessary to ensure compliance by the CMRS Team with this Contract. Company shall identify County as an intended third party beneficiary to such other agreements.

2.4 ACCESS TO AIRPORT ASSIGNED AREAS

2.4.1 Company shall be authorized to access the Airport’s facilities and properties for the purposes of finalizing Company’s proposed DAS conceptual design as part of its Proposal Submittal to perform all DAS related (a) surveys or examinations; (b) if applicable, engineering, environmental, soils, drainage, and RF infrastructure(s) placement studies to improve the coverage and capacity of commercial wireless and operational radio systems; (c) all other similar activities related to the development and installation of a successful operational DAS and all other associated systems that are applicable to this project. Company shall seek approval by CDR in advance through written notification before any such
activities are to occur. Company hereby agrees that it shall perform the following DAS related surveys and activities to ensure the following:

2.4.1.1 The Company may be requested to review and analyze the interference, coverage and capacity implications of all tenant applications for wireless systems on the Airport, and make recommendations to the DOA to accept, reject, or modify such RF applications to avoid interference with the DAS.

2.4.1.2 Company shall be responsible to conduct all appropriate engineering, environmental, structural and other studies as may be appropriate for each proposed Qualified CMRS operator and provide the CDR a copy of said report.

2.4.1.3 To ensure efficient use of Airport facilities, Company shall install common-use RF infrastructure(s), where practical and appropriate. Where commercially and technically viable, the common-use RF infrastructure(s) shall be designed as a neutral host to accommodate simultaneous RF users in the licensed commercial frequency bands.

2.4.1.4 Company shall be responsible for ensuring the DAS installed systems do not interfere with other Airport operational radio systems. These systems include the Airport’s operations radio systems, FAA radio operations, and any other Airport tenant’s existing operations radio system. Any significant and/or harmful interference detected shall be a cause for immediate shutdown of the portion of the DAS that is causing the interference until such time as it is corrected by the Company at no cost to County.

2.4.2 The Airport has an extensive telecommunications infrastructure in place. The Company will be encouraged to maximize the utilization of the Airport’s existing infrastructure, and be discouraged from installing additional fiber optic and copper cabling. There will be no charge to Company for access to the Airport’s telecommunications infrastructure, as long as Company uses it efficiently and responsibly.

2.5 USE OF ASSIGNED AREAS

Following the completion of Company’s activities mentioned above in Section 2.4 ACCESS TO AIRPORT ASSIGNED AREAS, and upon mutual agreement between CDR and Company, a final Exhibit A of the designated Assigned Areas, collectively will include (1) office space; (2) a CMRS team base station equipment room; (3) approved locations for connecting all DAS related equipment in the Common Areas of the Airport ("Common Areas")- The Exhibit A shall be authorized and approved by CDR through an exchange of correspondence and shall become a permanent part of this Contract. Certain Assigned Areas identified may be shared spaces serving multiple Airport
functions and therefore not designated exclusively for use by Company, except as otherwise expressly stated herein. Upon CDR approval, all other additions will be automatically included in the Contract by exchange of correspondence with CDR and treated in the same manner as all previous written instruments incorporated herein.

2.5.1 The Company shall be required to place, install, and construct all DAS equipment as set forth herein as Exhibit B, entitled as DAS SPECIFICATIONS AND REQUIREMENTS, attached hereto and made a part hereof. Any additional DAS related equipment installs other than as indicated in Exhibit B shall be submitted through written correspondence and approved by CDR prior to installation. Should Company install any other DAS related equipment without written approval by CDR, Company will be required to remove and bear all costs associated by such removal request.

2.5.2 All advertising signage or promotional material must be submitted in writing to the CDR for approval prior to the installation of such devices and must be in accordance to all applicable rules, regulations and requirements of the Airport, more fully described in Sections 2.13 CONSTRUCTION STANDARDS, RULES AND REGULATIONS and 3.5 SIGNS AND ADVERTISING. Upon any discovery of unauthorized signage or promotional material installed within the Assigned Areas, Company will be required to remove all advertising signage and other related appurtenances from the area immediately and will bear all costs associated with such removal.

2.5.3 Company shall provide written evidence that it has accepted the Assigned Areas in their present condition and acknowledges that it has inspected the same and is fully cognizant of the present conditions, including, but not limited to structural requirements and utilities.

2.5.4 With the exception of the CMRS team base station equipment room, the County reserves the sole rights to relocate any portion of the Company’s Assigned Areas in order to meet the needs of the Airport’s expansion, development, and operational projects and shall endeavor to do so with minimal impact of interference and interruption of the DAS operations, as provided within Section 4.11, entitled MAINTENANCE, REPAIR, DIRECTION AND CONTROL.

2.5.4.1 Any relocation requests shall be provided to Company in writing from CDR prior to ninety (90) days of the needed action, unless time is of the essence, in which case, not less than thirty (30) days prior written notice shall be provided to Company. The relocation costs and financial impact of any relocation shall be solely borne by Company.

2.5.5 County reserves the sole right to relocate the Company’s CMRS team base station equipment room to a reasonably acceptable location in order to meet the needs of the Airport’s expansion, development, and operational projects. County shall
reimburse Company for actual reasonable relocation costs as approved in advance by County.

2.5.6 Future expansions or modifications to the Assigned Areas will be accomplished through a Space Use Letter, detailing the specific terms and conditions as warranted. It is hereby understood and agreed that any new space assignments will be under the general terms and conditions as may be needed to meet the operational needs of the Airport, as determined by the CDR. Any unauthorized removal, relocation, and or installation of Company equipment in the Common Areas without CDR approval, shall be determined as a default of this Contract and may be subject to the provisions contained in Section 3.18, entitled TERMINATION BY COUNTY.

2.5.6.1 Except as otherwise expressly provided herein, Company shall not make or allow to be made any alterations or physical additions in or to the Common Areas or install equipment on or in the Common Areas or that is visible from the Common Areas, other than as required by law, without first obtaining the written approval of the DOA, which shall not be unreasonably withheld.

2.5.6.2 During the Term of the Contract and any renewal thereof, Company shall have the right to repair, replace, or remove base station equipment located in the CMRS base station equipment room, or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto.

2.5.6.3 Upon thirty (30) days notice to the DOA, Company may also add to or otherwise modify base station equipment located in the CMRS base station equipment room, subject to the DOA’s approval, which shall not be unreasonably withheld.

2.6 OPERATION OF DAS

2.6.1 In order to operate and manage the DAS operations effectively, Company shall provide the following administrative tasks as follows:

2.6.1.1 Company shall be responsible to provide DOA staff with the necessary professional services related to its obligation to manage the DAS’s interaction with or effect upon the RF environment on Airport facilities and properties to include the following:

2.6.1.2 Recommend technical standards for the construction and installation of the RF systems on Airport facilities and properties, which may interact with or affect the operation of the DAS.
2.6.1.3 Create and maintain a database of all cellular, PCS, ESMR, and 800 MHz LMR licensed system frequencies within the boundaries of the Airport facilities and properties.

2.6.1.4 Review all applications submitted to the Airport for new, or substantial modifications to existing, operational and commercial RF systems, which may interact with or affect the operation of the DAS.

2.6.1.5 Provide interference studies for all Tenant RF Applications, which may interact with or affect the operation of the DAS, and make technical recommendations to DOA staff.

2.6.1.6 Make technical recommendations for the resolution of RF interference problems caused by or affecting the DAS.

2.6.1.7 Attend meetings with DOA staff, consisting of routine and emergency meetings concerning RF issues and planning as requested by County.

2.6.1.8 Company shall provide to CDR within thirty (30) days after the DAS is operational a report comprised of the following:

2.6.1.8.1 A complete list of major components showing a description and location for each.

2.6.1.8.2 A complete cable record and wiring diagram identifying all cable and system components by location, distribution cable, and key sheet as related to instrument assignments. Company shall be required to maintain such records and submit for approval any revisions prior to permission to proceed with any work.

2.6.1.8.3 Documentation of all technology used for the DAS shall be provided and required deliverables including but not limited to:

A. Software database configurations
B. Hardware equipment itemizations and configurations
C. System block diagrams
D. Electrical requirements
E. Space requirements
F. Peripheral equipment diagrams
G. Rack profile diagrams
H. Equipment shelf profile diagrams
I. Cable plant interconnectivity charts
J. Wiring diagrams
K. Factory test data
L. Field test data
M. Equipment manuals
N. Training manuals
O. FCC license data
P. Configuration upgrades and modifications
Q. Operating system and application software versions and configurations
R. Inventory of spares
S. Inventory of active equipment
T. Firmware and software
U. Operation and maintenance records

2.6.1.9 Following submission of the initial report required under Subsection 2.6.1.8 above, Company shall provide a monthly update along with two (2) copies submitted to the CDR at the address designated by the CDR within thirty (30) days of the update depicting any substantive changes to any of the items specified in Subsection 2.6.1.8.

2.7 PROJECT SCOPE OF SERVICES

Throughout the full Term and any extensions of the Term of this Contract, Company shall be subject to the terms and conditions set forth herein and agrees to provide County with its utmost efforts to ensure that the services provided herein at the Airport will be of high quality performance and hereby agree to the following:

2.7.1 The DAS shall accommodate existing and emerging services and technologies that include Qualified CMRS operators and their commercially provided wireless services in demand by the traveling public, Airport tenants, and Airport guests.

2.7.1.1 Access & Use Contracts for CMRS Operators

A. Company may enter into Access & Use Contracts with Qualified CMRS operators. Access & Use Contracts are contract(s) entered into by Company and any Qualified interested CMRS operator desiring access and use of the Airport’s DAS and to participate in its DAS program on an equal, pro rata basis. All Access & Use Contracts entered by Company and “Qualified” interested CMRS operator shall mean that all CMRS must have the current federal, state, local, and other applicable licenses and requirements pertinent to meet all wireless and radio communication standards. Upon the termination or expiration of Company’s Contract howsoever caused, all Access & Use Contract(s) shall transfer to County as the successor to Company.

B. The DAS must accommodate the technological and capacity requirements of multiple Qualified CMRS operators in a non-discriminatory manner.
C. Company shall install a DAS capable of accommodating multiple Qualified CMRS operators with sufficient performance, capacity, and coverage to provide excellent cellular and other wireless services to the Airport’s passengers, visitors, tenants and DOA staff. The DAS shall utilize technology designed to operate multiple Qualified CMRS operators and thereby minimize the Airport’s use space, cabling, and utilities.

D. Company shall present an RF Site Application for each Qualified CMRS operator proposing to use the DAS. Each Qualified CMRS operator applicant shall be subject to CDR’s approval.

E. Company shall oversee the design, installation, operation, and maintenance of Qualified CMRS operator systems related to the DAS in pre-approved locations within the Airport’s facilities and properties.

2.7.2 The DAS shall be designed to accommodate all viable FCC licensed spectrum for voice wireless services in demand by the traveling public, Airport tenants, and Airport guests as well as the Airport’s 800MHz trunked radio system. The DAS shall not cause any significant or harmful interference to the Airport’s radio system or other Airport operational communication systems. Any significant and or harmful interference detected throughout the operations of the DAS shall be a cause for immediate shutdown of the portion of the DAS that is causing the interference, until such time the interference is corrected by the Company.

2.7.3 Upon termination or expiration of this Contract, ownership and possession of all installed DAS equipment installed in the Common Areas shall transfer to the County, unless informed otherwise by written correspondence by CDR. If the Company has provided the backbone infrastructure in a building which the CMRS (Cellular, ESMR~ESMR~, or PCS) carriers are dependent upon, that infrastructure must remain in service until the termination or expiration of said Contract howsoever caused. All construction information, software, manuals, and other information necessary for the operation and maintenance of the DAS and other related equipment must be provided to the CDR upon termination or expiration thereof.

2.7.4 The DAS System shall be completely funded by Company and will be at no cost to the County.

2.7.5 The Company shall appoint a professionally qualified designee who will be deemed responsible for the implementation and management of all aspects of the day-to-day operations of the DAS and other related duties. The Project Manager shall be the single point of contact with Airport staff and shall be responsible for the fulfillment of the requirements outlined herein. Any change as to the designated Project Manager shall be subject to prior written approval by the CDR. The CDR will interview the prospective Project Manager prior to approval.
2.7.6 Implementation of the DAS shall consist of all the hardware and software associated with the uplink and downlink RF, including but not limited to as defined in Section 1.1, entitled DEFINITIONS, Subsection 1.1.10, entitled DAS Facilities and all associated systems, for in-building areas of the Airport’s facilities and properties.

2.7.7 As part of this Section 2.7, Company shall be subject to all the terms and conditions set forth in Exhibit B, entitled as DAS SPECIFICATIONS AND REQUIREMENTS, attached hereto and made a part hereof.

2.8 RENTS AND FEES PAYABLE TO COUNTY

2.8.1 Commencing upon the Effective Date of this Contract, as defined in Subsection 1.1.13 under the Primary Term and continuing throughout the terms hereof, Company agrees to pay to County, in advance on the FIRST (1st) of each month without invoice, the rents and fees as follows:

2.8.1.1 An Annual Fee of FOUR HUNDRED FIFTY THOUSAND AND 00/100 ($450,000.00) DOLLARS, payable in twelve (12) equal monthly payments of THIRTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 ($37,500.00) DOLLARS. This Annual Fee represents the combined Annual Fee for three (3) Qualified CMRS operators using the DAS.

For each subsequent Qualified CMRS operator using the DAS, the Annual Fee shall increase by ONE HUNDRED FIFTY THOUSAND AND 00/100 ($150,000.00) DOLLARS and shall escalate according to Section 2.8.1.2 below. The amount will be prorated depending on the date each individual Access & Use Contract goes into effect.

2.8.1.2 On the anniversary of the Effective Date and continuing each subsequent year throughout the full term of this Contract, and the extension thereof, the Annual Fee shall be increased by two percent (2%) based on the previous year’s fee. For example, Annual Fee increases for the initial term shall be made in accordance to the following schedule:

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<tr>
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The above example is based on three (3) operators and does not take into consideration the additional Annual Fee for subsequent operators required per Section 2.8.1.1.

2.8.2 Other Payments: If applicable, Company agrees to pay County within thirty (30) days of receipt of invoice for any damages to County-owned properties incurred by the negligence of Company’s employees, contractees, contractors, subcontractors, agents, and officers that become due to County under this Section 2.8, entitled RENTS AND FEES PAYABLE TO COUNTY, or as provided elsewhere in this Contract.

2.8.3 Late Payment: In the event any required payment is not made by Company as required and remains unpaid for a period of thirty (30) days or more, County will be entitled to, and Company will pay to County, interest at the rate of twelve percent (12%) per annum on all amounts unpaid and which have remained unpaid thirty (30) days past the due date.

2.8.4 County reserves the right to reasonably redetermine all of the rental rates, fees and charges contained herein at any time after the three (3) year anniversary from the Effective Date of this Contract. Further County reserves the right to redetermine all of the rental rates, fees and charges contained herein at any time after three (3) years have passed since the most recent adjustment. All such adjustments shall be subject to ninety (90) days prior written notice to Company from the CDR. If Company does not agree with such redetermined rental rates, fees and charges, it has the right to cancel this Contract.

2.9 METHOD OF PAYMENT AND REPORTS

2.9.1 Company will make all payments by check made payable to the Clark County Department of Aviation and deliver or mail said payments to the Director of Aviation, McCarran International Airport, P.O. Box 11005, Las Vegas, NV 89111-1005, or to such other place as County may direct Company in writing.

2.9.2 Any amounts due the County from Company whether for utility or maintenance or other charges provided herein, will be paid by the Company within thirty (30) days of the date of invoice thereof.

2.9.3 Reports are to be submitted to: Clark County Department of Aviation, P.O. Box 11005, Las Vegas, Nevada 89111-1005, ATTN: Business & Development.

2.10 METHOD OF OPERATION

2.10.1 Company will furnish services and facilities on a fair, reasonable and nondiscriminatory basis.
2.10.2 Company will develop, maintain, and operate the DAS equipment and its business in a first-class manner and keep its designated Assigned Areas in a safe, clean, orderly condition at all times.

2.10.3 Neither Company, its approved Access & Use contractees, or contractors, or subcontractors, or if applicable, assignees, or any of its employees will conduct, transact or otherwise carry on any business or service that is not specifically authorized in accordance with Section 2.7, entitled PROJECT SCOPE OF SERVICES of this Contract.

2.10.4 Questions or complaints regarding the quality of services, whether raised by users, the County or otherwise, may be submitted to Company for response. At the CDR’s request, Company shall meet with the CDR to review any complaints or concerns and to correct any deficiencies promptly. The CDR’s determination as to quality of operation or services shall be conclusive and Company shall implement curative measures as expeditiously as possible.

2.10.5 The Company shall provide the highest quality services at all times while operating its business on Airport property. All items purchased for the Company’s operation must come from reliable sources. All items used in the Company’s operation shall conform in all respects to any and all applicable federal, state and local laws, orders and regulations and industry standards. Failure on the part of the Company to correct, modify or rectify any deficiencies within thirty (30) days, following written notice from the CDR, shall be a breach of this Contract and a cause of the exercise of any remedies, including the cancellation of the Contract as provided for in Section 3.18, entitled TERMINATION BY COUNTY.

2.10.6 Company must, at its own expense, identify, provide, maintain, and enforce, any and all licenses and permits required for the legal operations of the DAS and all related equipment throughout the full Term and Term extensions of this Contract.

2.11 FACILITIES, MAINTENANCE AND REPAIR TO BE PROVIDED BY COUNTY

County will provide and maintain at its own expense the following:

2.11.1 Maintenance and repair of exterior and structural integrity of the Airport’s terminal buildings and properties, except damage caused by the negligence of Company, its employees, invitees, Access & Use contractees, contractors, subcontractors, agents, customers, if applicable, assignees.

2.11.2 Maintenance and repair of the common use areas of the building including common use access doors, hallways and common use rest rooms. In the event that any repairs are required by reason of negligence or abuse of Company or its employees, contractors, subcontractors, agents, invitees or any other persons using the Assigned Areas with Company’s consent, express or implied, County
may make such repairs and bill Company at cost plus ten percent (10%) for administration for such repairs.

2.11.3 Maintenance and repair of the HVAC of the Assigned Areas.

2.11.4 County has no further responsibility or obligation for any maintenance, repair, or replacement of any of the Assigned Areas or improvements thereon.

2.11.5 Electricity, telephone, and other electrical-based utilities will be available in a panel proximate to Assigned Areas provided by County.

2.12 FACILITIES, MAINTENANCE, AND REPAIR TO BE PROVIDED BY COMPANY

In the operation of Company’s activities within the Assigned Areas and wherever DAS equipment is located throughout the Airport’s facilities and properties, Company will provide and maintain, at Company’s sole expense, the following:

2.12.1 All improvements, decorations, equipment and furnishings, including but not limited to, necessary finishes, electrical, telephone, communication conduit and accessories, piping, duct work, equipment and fixtures as required by Company in the conduct of its business on Airport facilities and properties, as authorized under Section 2.7, entitled PROJECT SCOPE OF SERVICES of this Contract.

2.12.2 Connections of all utilities, except as provided in Section 2.12, entitled FACILITIES, MAINTENANCE, AND REPAIR TO BE PROVIDED BY COUNTY, and all recurring periodic utility charges to operate Assigned Areas.

2.12.3 All interior Assigned Areas maintenance and repair, including the replacement of light bulbs and tubes. Maintenance is also understood and agreed to include all janitorial services and requirements, landscaping, and daily routine Assigned Areas clean-up, to keep the Assigned Areas in good and tenantable condition throughout the term of this Contract.

2.12.4 All improvements or alterations to the Assigned Areas by Company will be in accordance with applicable code, Airport Rules and Regulations, Operating Directives, Tenant Improvement Manual, and all other applicable governmental rules and regulations and building codes and are subject to the prior written approval of the CDR as to plans, specifications and methods of construction or installation. Immediately upon the completion of any initial or additional construction or installation during the term hereof, Company will provide as-built drawings of same to the County.

2.12.4.1 For any improvements or alterations on the Assigned Areas, Company shall provide the DOA Business Office written notification along with preliminary drawings and all supporting documents depicting the scope
of work required before commencement of such activities. Upon approval by the CDR, Company will proceed as directed by applicable DOA and be subject to comply with Section 2.13, entitled CONSTRUCTION STANDARDS, RULES, AND REGULATIONS.

2.12.5 Company on behalf of the CMRS Team will be responsible for the proper removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy or operation of the Assigned Areas. Such removal will conform to all governmental requirements and regulations as more fully described in Section 4.22, entitled ENVIRONMENTAL POLICY. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine, daily clean up of the surrounding areas.

2.12.6 Should Company fail to perform any of its maintenance and repair responsibilities, County may, but is not obligated to, provide maintenance and make repairs thereon and thereto which it determines to be necessary, charging the same to the expense of the Company upon thirty (30) days prior written notice of its intent to do so; except in case of emergency for which no notice is necessary, plus a ten percent (10%) administrative fee.

2.12.7 Company on behalf of the CMRS Team shall assume full costs for the development, installation, operation, and management of the DAS, including all hardware and software necessary for its success and efficient use and operation. The DAS shall consist of all hardware and software associated with the uplink and downlink RF, including but not limited to: power systems, power backup, antennas, base stations, towers, radios, multiplexers, personal computers, cable/fiber, and all associated systems, for in-building Airport facility areas which includes the terminals and concourses and certain land areas of the Airport’s applicable properties.

2.12.8 County may require Company to pay for its electrical power usage if it exceeds the standard electrical current usage authorized by County while operating its business activities. Should this occur, Company shall make the required payment to County for electrical current used, based on the prevailing rate of the supplier, for all electrical needs except basic illumination. A County electrician will base usage on a survey of Company facilities. If Company does not concur with the survey, it will have the right to install, at its own expense, a meter to measure its electrical usage.

2.13 CONSTRUCTION STANDARDS, RULES AND REGULATIONS

2.13.1 All DAS related improvements by Company will be subject to the applicable portions of the McCarran International Airport Tenant Improvement Manual and other Airport Rules and Regulations and/or Operating Directives and all other applicable governmental rules and regulations and building codes, as determined
by the CDR, and are subject to the prior written approval of the CDR as to plans, specifications and methods of construction or installation. Immediately upon completion of any initial or additional construction, improvements, or alterations during the term hereof, Company will provide a complete set of as-built drawings of the same to the County along with a certification of construction costs for all permanent improvements.

2.13.2 Design and construction specifications and documents must be reviewed and approved by the Department of Aviation’s Construction/Engineering Division prior to commencement of construction of any improvements. Such review shall be in accordance with the McCarran International Airport Tenant Improvement Manual. Further, design and construction specifications and documents must be reviewed by the Clark County Building Department prior to the issuance of a building permit and will be subject to any statute, ordinance, rule or regulation of any applicable governmental agency, department or authority whether Federal, State or local, including but not limited to, Nevada Revised Statute 338. Company will advise the DOA of any unreasonable or unanticipated delays in obtaining any such approvals and the parties will cooperate in extending the Acceptance Date as appropriate.

2.13.3 DAS Installation

It is understood and agreed by County and Company that commencement of DAS Facilities’ construction and installation upon Company’s designated Assigned Areas means that Company has necessary occupancy and control of the portions of the designated Assigned Areas, and has begun actual DAS development and installation following Company’s planning activities required in Section 2.4, entitled ACCESS TO AIRPORT ASSIGNED AREAS.

2.13.3.1 Commencement of DAS Facilities’ construction and installation will be no later than one hundred sixty (160) days following the Construction Commencement Date of this Contract.

In the event construction and installation of Company’s DAS Facilities are not completed within three hundred sixty-five (365) days due to circumstances beyond the control of Company, County through its CDR, may extend the completion of the DAS Facilities’ construction and installation deadline for a period not to exceed two (2) months upon written request made by Company. Subsequent reasonable extensions may be granted if requested by Company. It is expressly understood that the actions of Company and/or any of its contractors, subcontractors, or Access & Use contractees or other related parties are deemed to be within the control of Company.
ARTICLE III

3.1 ASSIGNMENT

3.1.1 This Contract may not be sold, assigned, or transferred by Company without the prior written approval or consent by County, except to Company’s principal, affiliates, subsidiaries of its principal or to any entity that acquires all or substantially all of Company’s assets in the market defined by the Federal Communications Commission in which County’s Property is located by reason of a merger, acquisition, or other business reorganization, which consent will not be unreasonably withheld or delayed. Company will provide County with prompt notice of any such allowed assignment. Any assignment will be specifically subject to all provisions of this Contract. Any assignment other than allowed herein without County’s consent is void.

3.1.1.1 Any voluntary transfer of fifty percent (50%) or more of Company’s stock to an entity that is not an affiliate of Company will be deemed an assignment.

3.1.1.2 Before such assignment will become effective, the assignee will, by written instrument, assume and agree to be bound by the terms and conditions of this Contract during the remainder of the term thereafter. When seeking consent to an assignment hereunder, Company will submit a copy of the document or instrument of assignment to County. Any assignment will not release Company from its obligations under this Contract.

3.1.1.3 Any transfers of partners of Company or shareholders or partners of partners of company for estate purposes will not be considered an assignment hereunder.

3.1.2 Regardless of the County’s consent, no assignment will release Company of Company’s obligation or alter the primary liability of Company to pay the fees and to perform all other obligations to be performed by Company hereunder.

3.1.3 The acceptance of fees by County from any other person will not be deemed to be a waiver by County of any provision hereof.

3.1.4 Consent to one assignment will not be deemed consent to any subsequent assignment. Prior written consent of the County will be required for any assignment executed by the Company, except as allowed in Subsection 3.1.1.

3.1.5 In no case may the activities, uses, privileges and obligations authorized herein or the Assigned Areas or any portion thereof be assigned, for any period or periods
after a default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by the Company.

3.1.6 Other than allowed in Subsection 3.1.1, County reserves the right to deny any assignment by Company for any reason it deems in the best interest of the County. Any purported assignment in violation hereof shall be void.

3.2 ACCESS TO COMPANY DESIGNATED ASSIGNED AREAS

Company will not rent or permit any persons, firms or corporations to occupy any part of the Assigned Areas without having first received the written consent of CDR thereof. Any arrangements must be in the form of a written instrument and must be specifically for purposes and uses of the Assigned Areas as authorized under this Contract, and subject to the provisions of this Contract. Company will submit a copy of such writing at the time of requesting County's consent thereof.

3.3 SUCCESSORS AND ASSIGNS

All covenants and conditions of this Contract will extend to and bind the legal representatives, successors and assigns of the respective parties hereto and all Contracts with assignees will include all provisions contained in this Contract.

3.4 CONTROL OF PERSONNEL

Company will, in and about the Assigned Areas and elsewhere upon the Airport, exercise reasonable control over the conduct, demeanor and appearance of its employees, invitees, subtenants, agents and representatives, contractors and suppliers in an orderly and proper manner so as not to annoy, disturb or be offensive to others. All employees of the Company must conduct themselves at all times in a courteous manner toward the public and at all times act in accordance with the Airport Rules and Regulations and/or Airport Operating Directives. Upon objection from the CDR to Company concerning the conduct, demeanor or appearance of such persons, Company will, within a reasonable time, remedy the cause of the objection.

3.5 SIGNS AND ADVERTISING

3.5.1 Company will not erect, install, operate, or cause or permit to be erected, installed, or operated in or upon the Airport Terminal Buildings, except as provided in Subsection 2.6.2 upon approval made by CDR, any signs other than as required by law or other similar advertising devices for its own business.

3.5.2 Any identifying signs other than as required by law attached to the Assigned Areas will require the prior written approval of the CDR. Such written consent may consider factors including, but not limited to, size, type, content, and method of installation.
3.5.3 Company will not commission, install, or display any third party advertising without the written approval of the CDR. Such advertising shall be subject to standard Airport Advertising Fee Schedule, and shall be in conformance with the Airport Advertising Policy.

3.5.4 Company will not commission, install or display any work of art without the prior written approval of the CDR, and without a full written waiver by the artist of all rights under the Visual Arts Rights Act of 1990, 17 U.S.C. (Sections 106A and 113).

3.6 ENTRY AND INSPECTION OF ASSIGNED AREAS

3.6.1 County, its authorized officers, employees, agents, contractors, subcontractors or other representatives will have the right to enter upon any exclusive occupied portion of the Assigned Areas for the following reasons by providing at least two (2) business days prior written notice and while accompanied by a representative of Company, except in an emergency, in which case County will provide concurrent or reasonable subsequent notice specifying the nature of the emergency and the need for immediate entry.

3.6.1.1 To inspect at reasonable intervals during regular business hours (or any time in case of emergency) to determine whether Company has complied and is complying with the terms and conditions of this Contract.

3.6.1.2 For the purpose of inspecting the Assigned Areas and for fulfilling County’s obligations hereunder, provided however, that such entry will be at such times and in such manner as to not unreasonably interfere with the operations of Company or its officers, employees, agents, contractors, subcontractors, or other representatives. County may, however, enter at any time for emergency repairs or maintenance without responsibility to Company for loss of business.

3.6.2 No such entry by or on behalf of County upon these Assigned Areas will cause or constitute a termination of this Contract nor be deemed to constitute an interference with the use thereof nor constitute a revocation of or interference with any of Company’s rights in respect thereof for non-exclusive use of the Assigned Areas.

3.6.3 The inspections contemplated by the parties to this Contract, pursuant to this Section, are for the sole benefit of the parties. No benefit to any third party is contemplated nor intended.

3.7 INTENTION OF PARTIES

This Contract is intended solely for the benefit of County and Company on behalf of the CMRS team and is not intended to benefit, either directly or indirectly, any other third
party or member(s) of the public at large. Any work done or inspection of the Assigned Areas by County is solely for the benefit of County.
Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. Further, non-parties to this Contract may not maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract. The parties shall understand and agree that neither the method of payment, nor any other provision contained herein, nor any act(s) of the parties hereto creates a relationship other than the relationship of the County and Company.

3.8 LIENS

Company shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Assigned Areas or any improvements thereon. However, should any lien be placed on the Assigned Areas or any improvements thereon, Company will cause to be removed any and all liens of any nature including, but not limited to, tax liens and liens arising out of or because of any construction or installation performed by or on behalf of Company or the CMRS Team or any of their contractors or subcontractors upon Company's Assigned Areas or arising out of or because of the performance of any work or labor to it or them at said Assigned Areas or the furnishing of any materials to it or them for use at said Assigned Areas. Should any such lien be made or filed, Company will bond against or discharge the same within thirty (30) days after written request by CDR.

Should Company cause any improvements to the Assigned Areas, Company shall cause any contract with any contractor, designer or other person providing work, labor or materials to the Assigned Areas to include the following clause: “Contractor agrees on behalf of itself, its subcontractors, suppliers and consultants and their employees, that there is no legal right to file a lien upon County-owned property, and will not file a mechanic’s lien or otherwise assert any claim against County’s real estate or any interest thereon on account of any work done, labor performed or materials furnished under this contract. Contractor agrees to indemnify, defend and hold County harmless from any liens filed upon County’s property and shall promptly take all necessary legal action to ensure the removal of any such lien at Contractor’s sole cost.”

3.9 AIRPORT SECURITY PLANS - FAR PART 107 AND CARD ACCESS SYSTEM

All personnel requiring access to the Airport Terminal Building or Airport Operations Area will be required to obtain identification and clearance, which shall be issued at the sole discretion of the CDR and in accordance with Airport Rules and Regulations Code and the Airport Master Security Plan. Company covenants that it will at all times maintain the integrity of the Airport Master Security Plan - FAR Part 107 and the Automated Access Control System. Company hereby agrees that it shall also be responsible for conducting and verifying any and all required background checks and for badging for any and all of its employees, independent contractors, subcontractors,
suppliers, agents, and/or representatives. Company also hereby agrees that it shall also be responsible for any and all of the actions of its employees, subcontractors, suppliers, agents, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport’s Security Program, at all times. Company covenants that it will always maintain the security of any airfield access, which Company maintains. Should Company allow unauthorized access to the Airport Operations or Security Area, and should County be cited for a civil penalty, Company agrees to reimburse County for any monetary civil penalty, which may be imposed by an appropriate agency. Company may also have badge/access privileges immediately suspended and/or revoked by the Airport Security Administrator for failure to adhere to the Airport’s Security Program or for failure to return all badges within the specified time frames civil penalty which may be imposed by an appropriate governmental authority.

3.10 AIRPORT PERSONNEL IDENTIFICATION

All personnel requiring access to the Airport Terminal Building or Airport Operations Area will be required to obtain identification and clearance issued at the sole discretion of CDR and in accordance with Airport Rules and Regulations and any Airport security plan. Company agrees to obtain Airport badging for its employees and representatives, and pay any and all related costs associated with this requirement. Said badges will only be valid for the term of this Contract and must be returned to the Airport Badging Office within twenty-four (24) hours or the next business day after expiration or suspension and/or termination of this Contract. Company is responsible to return the badges of employees and representatives that are no longer employed by Company. Company agrees to pay any associated fees and/or penalties for all badges not returned within this time frame. Company will be required to comply with all security requirements currently in effect or as may be implemented from time to time, including, but not limited to background checks for each badge requested.

Company hereby agrees that it shall also be responsible for conducting and verifying any and all required background checks and for badging for any and all of its employees and representatives.

Company will enforce all of its personnel to continuously display any issued Airport security badge while on Airport property. Failure to do so may result in the termination of this Contract.

Company will have badge/access privileges immediately suspended and/or revoked by the Airport Security Administrator for failure to adhere to the Airport Security Plan or for failure to return all badges within the time frames specified herein. Such actions may also result in the immediate termination of this Contract, at the sole discretion of the County.
3.11 INGRESS AND EGRESS AND VEHICLE PARKING

Company will have the nonexclusive right, in common with other Airport Tenants, Permittees, and the general public, for ingress and egress to the Airport.

Company will not have the right to free parking of vehicles in the Airport's public parking areas for Company, its employees, agents, representatives, clients, customers, contractors, or subcontractors.

3.12 TAXES, LICENSES, AND PERMITS

Company will promptly pay all taxes, excises, license fees, and permit fees of whatever nature applicable to its operation on its designated Assigned Areas hereunder. Company may elect, however, at its own cost and expense to contest any such tax, excise, levy, or assessment. Company will keep current Federal, State or local licenses or permits required for the conduct of its business.

3.13 INDEMNITY

3.13.1 Company agrees to indemnify, defend and hold County, its officers and employees, forever harmless from and against all claims, demands, lawsuits, liability, loss, judgments, or other expense (including, but not limited to, defense costs, expenses, and reasonable attorney fees) made or imposed upon County arising out of any allegations of injuries to or death of persons (including wrongful death) and/or damages to property related to Company's use or occupancy of Airport property or the Assigned Areas or any actions or non-actions of Company, its officers, employees, agents, or other representatives, including movement of aircraft or vehicles, provided, however, that such indemnity will not apply as to any intentional or negligent act or omission of County, its employees, agents, or representatives.

3.13.2 Patent and Copyright Indemnity

Company hereby indemnifies and shall defend and hold harmless County and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by County and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under this Contract by Company, or out of the processes or actions employed by, or on behalf of Company in connection with the performance of the Contract. Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by County or its representatives; provided that County or its representatives shall have notified Company upon becoming aware of such claims or actions, and provided further that Company's aforementioned obligations shall
not apply to equipment, materials, or processes furnished or specified by County or its representatives.

Company shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

3.14 INSURANCE AND CONSTRUCTION/IMPROVEMENTS BONDS

Company will ensure that all insurance and bonds as required herein are provided and maintained by the Company, its employees, agents, representatives, clients, customers, contractors, or subcontractors, or other parties who develop any portion of the Assigned Areas. As used in this Section, any reference to Company shall be deemed to include Company’s its employees, agents, representatives, clients, customers, contractors, or subcontractors, or other parties involved in the DAS development and installation on its designated Assigned Areas, if applicable.

3.14.1 If applicable, Bonds for Construction/Improvements: Prior to commencement of a construction contract, Company will require its contractor to furnish Contract Bonds to the CDR as follows:

3.14.1.1 Labor and Material Payment Bond in the amount of one hundred percent (100%) of the contract price.

3.14.1.2 Payment and Performance Bond in the amount of one hundred percent (100%) of the contract price.

3.14.1.3 Guaranty Bond in the amount of one hundred percent (100%) of the contract price. The Guaranty Bond will go into effect when the Notice of Completion is approved in accordance with Section 2.13 entitled CONSTRUCTION STANDARDS, RULES AND REGULATIONS, of this Contract.

3.14.1.4 Bonds may be secured through the Contractor’s usual sources provided the Surety is authorized and licensed to do business in the State of Nevada.

3.14.1.5 The Bonds referred to in this Subsection 3.14.1 will be written on the Payment and Performance Bond and Labor and Material Payment Bond forms approved by CDR.
3.14.1.6 Company will require its contractor to require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney.

3.14.1.7 Any Labor and Material Payment Bond, Performance Bond, or Guaranty Bond prepared by a licensed nonresident agent must be countersigned by a resident agent as per the provisions of N.R.S. 680A.300.

3.14.2 Insurance Requirements

During the entire term of this Contract, Company agrees to obtain and maintain acceptable insurance in accordance with specifications contained herein. Prior to the commencement of any improvement or equipment installation in connection with this Contract, Company will require that its construction contractor procure and maintain insurance naming both Company and County as an additional insured.

3.14.2.1 Company’s (or its Contractor’s) insurance shall be primary as respects to County and Company, their officers, employees and volunteers acting as agents of the County. Any other coverage available to County, its officers, employees and volunteers will be excess over the insurance required by the contract and shall not contribute with it.

3.14.2.2 Company is responsible for and must remedy all damage or loss to any property, including property of County, caused in whole or in part by the Company, its contractors, any subcontractor or anyone employed, directed or supervised by the Company.

3.14.2.3 If Company (or its Contractor’s) fails to maintain any of the insurance requirements or coverages herein, then County will have the option of declaring Company in breach of this Contract under this paragraph, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages be maintained. Company is responsible for any expenses paid by County to maintain such insurance and County may collect the same from Company.

3.14.2.4 Company is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Contract. Company shall keep in proper functioning order all fire fighting equipment, excluding the Department of Aviation’s automated sprinkler system. From time to time and as often as reasonably required by County, Company shall conduct appropriate tests of any fire
extinguishing apparatus located in connection with this Contract.

3.14.2.5 County shall have the right from time to time, on not less than 10 days notice, to require Company to increase the amount or type of coverage required to be maintained under this Contract. Such insurance will include, but not limited to:

a) Commercial General Liability: On an “occurrence” basis, coverages must include Assigned Areas Operations, Products and Completed Operations, Personal & Advertising Injury, with limits of no less than One Million Dollars ($1,000,000) “Each Occurrence,” minimum aggregate, if any, of Two Million Dollars ($2,000,000); Fire Damage, any one fire, Fifty Thousand Dollars ($50,000). Accessing the Airside Operations Area requires Five Million Dollars ($5,000,000) “Each Occurrence”; minimum aggregate, if any, of Ten Million Dollars ($10,000,000) or Five Million Dollars ($5,000,000) “Per Location.”

b) Automobile Liability: Insurance shall maintain limits of no less than One Million Dollars ($1,000,000) (Five Million Dollars ($5,000,000) if accessing the Airside Operations Area) Combined Single Limit of Automobile Liability coverage for an “any auto” (“symbol 1", owned, hired and non-owned) policy. Such coverage may be maintained in the form of “excess liability coverage.” Any other symbol requires prior approval of the Director of Aviation, or designee, prior to the County’s acceptance of the Certificate of Insurance and the issuance of a “notice to proceed.”

c) Property Insurance: If applicable, insurance shall be maintained in full force during the term of this Contract. Coverage shall be written on a Special Form and Replacement Cost basis for one hundred percent (100%) of the replacement value of all property constructed, installed, or possessed by the Company. If property is in flood zone, Company shall obtain and maintain the flood insurance required hereunder in such amounts and forms as are available, under the National Flood Insurance Program. All property insurance policies will contain a waiver of a subrogation clause in favor of Clark County.
d) **Builder’s Risk:** If applicable, coverage will insure any improvements constructed, in connection with this Contract, to the extent of not less than one hundred percent (100%) of such improvements full insurable value using the all risk form of protection as acceptable to the County. Company will be responsible for insuring against any business interruption resulting in loss of income or extra expense to Company. Company shall obtain and maintain the flood insurance required hereunder in such amounts and forms as are available, from time to time, under the National Flood Insurance Program.

e) **Workers’ Compensation:** Insurance shall be maintained in accordance with NRS Chapter 616. Upon County’s request, Company will provide Certificate of Insurance to County.

3.14.2.6 **Certificates of Insurance:** Company shall provide County evidence of required minimum insurance coverages and endorsements, as noted above, within fifteen (15) calendar days from the date of written approval by the County. Such Certificates of Insurance will include, but will not be limited to, the following:

a) **Additional Insured:** Company agrees to cause its insurance company to issue a policy endorsement expressly naming Clark County, its officers, employees and volunteers as an additional insured on any Commercial General Liability and Business Auto insurance policy intended for protection under this Contract.

b) **Endorsements:** All additional insured endorsements shall be included with the certificates.

c) **Best’s Key Rating:** The rating of the insurance company’s financial strength shall be “A, VIII” or stronger, as published in the latest Best’s Key Rating Guide, and shall be fully disclosed within the certificates.

d) **Deductibles/ Self-Insured Retention:** All deductibles and self-insured retention shall be fully disclosed within the certificates. No deductible or self-insured retention may exceed Ten Thousand Dollars ($10,000) unless the
Director of Aviation, or designee, gives its prior written consent.

e). 30 Day Notice: Certificates will provide a thirty (30) day written notice provision for cancellation or coverage reduced of any policy.

f). Resident Agent: Certificates shall be signed by an authorized Nevada Resident Agent in accord with NRS 680A.300.

g) Renewal Certificates: All renewal certificates must be provided to the County prior to the expiration of the current insurance.

3.15 PERFORMANCE GUARANTEE

Prior to the commencement of the Primary Term, and throughout any extended option periods, the Company shall deliver to the County an irrevocable letter-of-credit ("LOC") to guarantee the full and faithful performance by the Company of all the terms and conditions of this Contract and stand as security for payment by Company of all claims by the County. The Company's failure to provide a LOC under this Section shall be a material breach of this Contract. The required amount of the LOC for this Contract is an amount equal to ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND 00/100 ($112,500.00) DOLLARS and its amount may be reasonably adjusted annually in order that it conform to DOA's requirements.

The LOC shall be issued in a form that is satisfactory to the County and the County must be able to draw upon the LOC at any of the financial institution's establishments. Unless the County receives a written extension of that LOC, in a form acceptable to the County, at least thirty (30) days before the end of the term of such LOC, the County, without notice to the Company, may draw up to the full amount of that LOC and retain all proceeds as a cash security pursuant to this paragraph. The County will not pay interest to the Company on the LOC.

The language of the LOC will unequivocally state that if at the time this Contract terminates or is terminated by the County without cause, there is consideration due and owing to the County from the Company, the amount of the LOC shall be applied toward the settlement of said claim(s). In the event the County terminates this Contract for cause, the entire LOC proceeds shall become the property of the County, not as a forfeit or a penalty but as liquidated damages. This sum is fixed and hereby agreed upon between the parties since calculating the actual loss to the County and to the public caused by the termination of this Contract would be impractical and extremely difficult to determine.
In the event that the County draws upon the LOC, the Company must replenish the amount of the LOC to conform it to the amount shown above within thirty (30) days thereafter.

3.16  FIRE PROTECTION

From time to time and as often as reasonably required by County, Company will conduct appropriate tests of any fire extinguishing apparatus located on the Assigned Areas. Company or its contractors will keep in proper functioning order all fire fighting equipment located on the Assigned Areas.

3.17  DAMAGE AND DESTRUCTION

In the event of damage, destruction, or substantial loss to a certain Project which materially impairs Company's ability to operate or loss to any Project improvements constructed upon the Assigned Areas, by any cause, which damage, destruction or loss is not capable of being repaired within sixty (60) days, Company will have the option to terminate this Contract as to that Project which option will be exercisable by written notice to County within thirty (30) days after the occurrence of such event. In the event the Company elects to terminate this Contract as to a Project based upon such damage, destruction, or substantial loss and the Company or its employees or agents cause such damage, destruction or substantial loss to occur, the Company will be liable for and will pay for all cleanup or demolition of the Project Assigned Areas necessary to make the Assigned Areas ready for repair, replacement, restoration or rebuilding, including the removal and/or replacement of personal property, which is not otherwise covered by insurance. In the event Company does not exercise such option, or in the event said damage, destruction or loss is capable of being repaired within sixty (60) days, then Company will promptly repair, replace, restore or rebuild said improvements and/or personal property.

3.18  TERMINATION BY COUNTY

3.18.1 Default by Company: Company will be considered in default under this Contract in the event of any one or more of the following occurrences:

3.18.1.1 Company fails to construct and complete a fully installed and successful operational DAS as provided in the manner contained in this Contract. If such default is not cured as provided for in Subsection 3.18.4 of this Contract, County may, at its sole discretion suspend or terminate this Contract.

3.18.1.2 Company becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal bankruptcy laws, or
under any other law or statute of the United States or of any State thereof, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property.

3.18.1.3 A petition or the liquidation under federal bankruptcy statutes, or action under any present or future insolvency law or statute is filed against Company and is not dismissed within sixty (60) days after the filing thereof or which causes the discontinuance of the fulfillment of any required provision of this Contract by Company.

3.18.1.4 Company fails to pay the rental fees or other money payments required under this Contract when the same are due and the continuance of such failure for a period of thirty (30) days after written notice thereof from the CDR to Company.

3.18.1.5 Company voluntarily abandons any of the designed Assigned Areas to it or discontinues the conduct of its DAS operations and management or any other County approved DAS related business activities on the designated Assigned Areas or ceases to provide any or all of the services as required under this Contract.

3.18.1.6 Violation of Company’s contractees, contractors, subcontractors, agents, and employees of the terms and conditions of this Contract, as determined by the County at its sole discretion. If such default is not cured, as provided for in Subsection 3.18.3 of the Contract, County may, at its sole discretion, suspend or terminate this Contract.

3.18.1.7 Company fails to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Nevada.

3.18.1.8 Company fails to install and maintain the DAS system within the prescribed time limits of the designated Assigned Areas.

3.18.2 General Provisions:

3.18.2.1 All rights and remedies of the County herein created or otherwise existing at law are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable.

3.18.2.2 Any amount paid or expense or liability incurred by the County for the account of Company may be deemed to be additional charges and the same may, at the option of the County, be added to any other rental fee and charge payments then due or thereafter falling due hereunder.
3.18.2.3 The Company agrees to keep all insurance policies in effect, as required under Section 3.14, entitled INSURANCE AND CONSTRUCTION/IMPROVEMENTS BONDS, of this Contract, until the time it surrenders its designated Assigned Areas.

3.18.3 Cure: Company will be considered in default of this Contract if Company fails to fulfill any of the terms, covenants, or conditions set forth in this Contract if such failure continues for a period of more than thirty (30) days (except for failure to pay rental fees and charges as described in 3.18.1.4 herein above) after delivery by the CDR of a written notice of such breach or default, except if the fulfillment of its obligation requires activity over a period of time, and Company will have commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

3.18.4 Termination for Default by Company: If default is made by Company as described in Subsection 3.18.1 herein above, and such default is not cured as provided in Subsection 3.18.3, County may elect to terminate this Contract with thirty (30) days written notice to Company.

3.18.4.1 If County elects to terminate this Contract, it will in no way prejudice the right of action for rental arrearages owed by Company.

3.18.4.2 In the event of any termination for default by Company, County will have the right to enter upon the designated Assigned Areas and take possession of all applicable DAS related equipment, manuals, software, and any other miscellaneous information as provided in Section 2.7, entitled PROJECT SCOPE OF SERVICES. Upon CDR's written request, Company may be required to remove certain proprietary equipment and appurtenances and be subject to the terms and conditions set forth in to Section 3.21, entitled REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION, of this Contract.

3.19 TERMINATION BY COMPANY

3.19.1 Default by County:

County will be considered in default of this Contract if County fails to fulfill any of the terms, covenants or conditions set forth in this Contract if such failure shall continue for a period of more than thirty (30) days after delivery by Company of a written notice of such breach or default.

3.19.2 Cure: County will not, however, be considered in breach of this Contract if the fulfillment of its obligation requires activity over a period of time and County has commenced in good faith to perform whatever may be required for fulfillment
within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

3.19.3 Termination For Default By County: If default is made by County as described in Subsection 3.19.1 herein above, Company may elect to terminate this Contract with thirty (30) days' written notice to County.

3.19.3.1 In the event of the termination for default by County, redelivery and disposal of improvements will be as described in Section 3.21, entitled REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION, of this Contract.

3.19.3.2 In the event of any termination for default by County, it will in no way prejudice the right of action for rental fees and charges arrearages owed by Company.

3.19.4 Cancellation: As the sole remedy, this Contract shall be subject to cancellation by the Company should any one or more of the following conditions occur:

3.19.4.1 The abandonment of the Airport, or any portion thereof, for longer than six (6) months.

3.19.4.2 The assumption by the United States government, or any authorized agency thereof, of the operation, control or use of the Airport or any portion thereof, and its facilities in such a manner as to substantially restrict the Company from installing and maintaining its Assigned Areas and associated operations, if such restriction be continued for a period of three (3) months or more.

3.20 WAIVERS AND ACCEPTANCE OF FEES

3.20.1 No waiver of default by either party hereto of any of the terms, covenants or conditions hereof to be performed, kept or observed will be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, conditions herein contained to be performed, kept and observed.

3.20.2 No acceptance of fees or other money payments in whole or in part for any period or periods during or after default of any of the terms, conditions or covenants to be performed, kept or observed by the Company will be deemed a waiver on the part of the County of its right to terminate this Contract on account of such default.

3.20.3 The County and Company hereby waive any claim against each other and their officers or employees as well as Airport Tenants and Permittees, and their officers, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of the Contract or any part
thereof, or by any judgment or award in any suit proceeding declaring this Contract null, void or voidable, or delaying the same or any part thereof, from being carried out.

3.21 REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION

3.21.1 Company covenants that at the termination of this Contract, howsoever caused, it will quit and surrender such Assigned Areas in good repair and condition, excepting reasonable wear and tear, acts of God, the public enemy or the action of the elements.

3.21.2 Upon termination of this Contract howsoever caused, County may require Company to remove from the designated Assigned Areas, within ninety (90) days of termination, trade fixtures and personal property belonging to Company unless advised otherwise by County and be subject to Subsection 3.21.3.

3.21.2.1 For purposes of this Subsection, the words "equipment, trade fixtures and personal property" will include, but not be limited to, signs (electrical or otherwise) used to advertise or identify Company’s business, attached to said Assigned Areas; any other mechanical device; and all other miscellaneous equipment, furnishings and fixtures installed on or placed on or about the Assigned Areas and used in connection with Company’s business thereon.

3.21.3 Upon termination of this Contract, howsoever caused, County will have the option to require either of the following by giving written notice prior to the date of termination:

3.21.3.1 Company will, upon receipt from County of ninety (90) days notice of termination, remove certain parts (as determined by CDR) of the permanent improvements made to or placed upon the designated Assigned Areas by Company. Company agrees that it will use due diligence in completing the removal as may be required herein;

3.21.3.2 Company shall transfer ownership and possession of all installed DAS equipment provided by the Company to the County, unless informed otherwise by written correspondence by CDR. If the Company has provided the backbone infrastructure in a building which the CMRS (Cellular, ESMR, or PCS) operators are dependent upon, that infrastructure must remain in service until the termination or expiration of said Contract howsoever caused. All construction information, software, manuals, and other information necessary for the operation and maintenance of the
DAS and other related equipment must be provided to the CDR upon termination or expiration thereof.

3.21.3.3 If no written notice is received by Company from County prior to termination of this Contract pursuant to this Subsection 3.21.3, Subsection 3.21.3.2 will apply.

For purposes of Subsection 3.21.3, the words "permanent improvements" means all property of the Company upon the Assigned Areas located in the Common Areas which will include, but not be limited to, installed DAS equipment, all backbone infrastructures and other related building structures rather within the Terminals or outside of Terminals, all construction information, software, manuals, and other information necessary for the operation and maintenance of the DAS system and related appurtenances, wall coverings, carpeting, draperies and light fixtures.

3.22 SUSPENSION AND ABATEMENT

In the event that County’s operation of the Airport or Company’s operation from its designated Assigned Areas should be restricted substantially by action of the federal government or agency thereof or by any governmental entity or agency thereof or by any judicial or legislative body, then either party hereto, will have the right, upon written notice to the other, to a suspension of this Contract and from the time of such notice until such restrictions will have been remedied and normal operations restored.

3.23 RECOVERY OF ASSIGNED AREAS

3.23.1 County may, in its unlimited discretion, at any time during the term of this Contract or any extensions thereof, recover all or any part of the Assigned Areas for other Airport or public uses. Prior to the exercise of this power of recovery, County agrees to give Company one (1) year prior written notice of its intention to exercise this power and agrees to use reasonable efforts to work with the Company to relocate the affected DAS components to a technically acceptable alternative location. If no acceptable alternative exists, in the event of such taking, County will pay to Company a sum equal to the unamortized value of the fixed improvements made to the Assigned Areas by Company that portion of the Assigned Areas so recovered by County. For purposes of this Contract and the determination of the unamortized value, the parties agree that said fixed improvements be amortized on a straight-line method using an eleven (11) year amortization schedule as provided pursuant to the Federal Tax Code for such trade fixtures.
ARTICLE IV

4.1 MAINTENANCE AND OPERATION NONDISCRIMINATION COMPLIANCE

The Company, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Contract for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Company will maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulation may be amended.

4.2 NONDISCRIMINATION IN PARTICIPATION, CONSTRUCTION AND USE OF ASSIGNED AREAS

Company, for itself, its personal representatives, successors in interest and assigns and as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

4.2.1 No person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

4.2.2 That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.

4.2.3 That the Company will use the Assigned Areas in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulations may be amended.

4.3 TERMINATION RIGHTS FOR BREACH OF SECTIONS 4.1 AND 4.2 ABOVE

In the event of breach of any of the nondiscrimination covenants described in Sections 4.1 and 4.2 above, County will have the right to terminate this Contract and to reenter and repossess said land and the facilities thereon, and hold the same as if said Contract had never been made or issued. This provision, however, does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights. Promptly upon the receipt of any complaint or other notice alleging violation of the covenants in Sections 4.1 and 4.2, County will notify Company and will provide Company the opportunity to defend the same.
4.4 NONDISCRIMINATION IN FURNISHING ACCOMMODATIONS AND/OR SERVICES

Company will furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Company may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

4.5 RIGHTS FOR NONCOMPLIANCE WITH SECTION 4.4

Noncompliance with Section 4.4 above will constitute a material breach of this Contract and in the event of such noncompliance, County will have the right to terminate this Contract and the estate hereby created without liability thereof or at the election of County or the United States of America either or both said Governments will have the right to judicially enforce the provision.

4.6 COMPLIANCE WITH 49 CFR PARTS 26 AND 23

4.6.1 This Contract is subject to the requirements of the U.S. Department of Transportation’s regulations 49 CFR Parts 26 and 23. Company agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any contract covered by 49 CFR Parts 26 and 23.

4.6.2 Company agrees to include the above statements in any subsequent contracts that it enters and cause those businesses to similarly include the statements in further contracts.

4.7 SUBAGREEMENT NONDISCRIMINATION COMPLIANCE

Company hereby assures it will include the above clauses in all contracts with its contractees, contractors, and subcontractors and cause its contractees, contractors, and subcontractors and assignees to similarly include clauses in further contracts.

4.8 APPENDIX 9, GENERAL CIVIL RIGHTS PROVISION

Company assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Company or its transferee for the period during which Federal assistance is extended to the Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer
of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

4.9 AFFIRMATIVE ACTION EMPLOYMENT PROGRAMS

4.9.1 Company assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Company assures that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Company assures that it will require that its covered suborganizations provide assurances to Company that they similarly will undertake Affirmative Action Programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E to the same effect.

4.9.2 The Company agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any Federal, State, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. The Company agrees that State or local affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR, Subpart 152.409. Company agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, Subpart E.

4.9.3 In the event the Company employs fifty (50) or more employees on the Airport, it agrees to prepare and keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with standards in 14 CFR, Subpart 152.409. Such program will be updated on an annual basis. Should Company employ less than fifty (50) employees on the Airport, it will annually send written correspondence confirming the exemption.

4.10 AIRPORT MAINTENANCE, REPAIR, DEVELOPMENT AND EXPANSION

County reserves the right to further develop or improve the landing area or any other area, building or other improvement within the present or future boundaries of the Airport as it sees fit in its sole judgment regardless of the desires or view of Company and without interference or hindrance by the Company. Further, County retains the absolute
right to maintain, repair, develop and expand the terminal building, any other Airport facility, Airport improvement or Airport property free from any and all liability to the Company for loss of business or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development or expansion.

4.11 MAINTENANCE, REPAIR, DIRECTION AND CONTROL

The County reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Company in this regard. These areas will include, but are not limited to, those areas which are necessary to serve the aeronautical users of the Airport, except that County will not be obligated to maintain and keep in repair such areas of the Airport as may be Company's designated Assigned Areas or under the control of Airport Tenants whether such area serves aeronautical users or otherwise.

4.12 AGREEMENTS WITH THE UNITED STATES OF AMERICA

This Contract will be subject and subordinate to the provisions and requirements of any existing or future agreement between the County and the United States of America relative to the development, operation or maintenance of the Airport.

4.13 OPERATION OF AIRPORT BY THE UNITED STATES OF AMERICA

This Contract and all the provisions hereof will be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

4.14 PART 77 OF FEDERAL AVIATION REGULATIONS

Company agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Assigned Areas, or in the event of any planned modification or alteration of any present or future building or structure situated on the Assigned Areas.

4.15 NONEXCLUSIVE

It is understood and agreed that nothing herein contained will be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958. (49 U.S.C. 1349a).
4.16 AIRSPACE

There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the designated Assigned Areas herein. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of the County will result from the exercise of this right.

4.17 AIRPORT OBSTRUCTIONS

The Company by accepting this Contract expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land designated as Company Assigned Areas hereunder which will exceed such maximum height as may be stipulated by the County. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions will govern the maximum height to be stipulated by County. In the event the aforesaid covenants are breached, County reserves the right to enter upon the land designated as Company Assigned Areas hereunder and to remove the offending structure or object and cut down the offending tree all of which will be at the expense of Company and without liability to County.

4.18 AIRPORT HAZARDS

The Company by accepting this Contract agrees for itself, its successors and assigns, that it will not make use of the Assigned Areas in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard or obstruction. In the event the aforesaid covenant is breached, County reserves the right to enter upon the Assigned Areas hereby and cause the abatement of such interference at the expense of the Company and without liability of any kind.

4.19 AIRPORT RULES AND REGULATIONS AND AIRPORT OPERATING DIRECTIVES

The County, through its CDR, will have the right to adopt, amend and enforce reasonable rules and regulations with respect to use of and the conduct and operation of the Airport, its terminal buildings or any improvements within the present or future boundaries of the Airport which Company agrees to observe and obey.

4.20 COMPLIANCE WITH PUBLIC AUTHORITIES

4.20.1 Company will not use or permit the use of the demised Assigned Areas or any other portion of the Airport for any purpose or use other than authorized by this Contract or as may be authorized by other, separate, written agreement with County.
4.20.2 Company, its employees, representatives or agents will comply with all present or future laws, rules and regulations and amendments or supplements thereto governing or related to the use of the Airport or the demised Assigned Areas as may from time to time be promulgated by Federal, State or local governments and their authorized agencies.

4.21 ENVIRONMENTAL POLICY

4.21.1 Violation of Environmental Laws

Company will not cause or permit any hazardous material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Assigned Areas, or transported to and from the Assigned Areas, by Company, its contractors, subcontractors, contractees, their agents, employees, and invitees or a third party in violation of the Environmental Laws as defined in Section 1.1, entitled DEFINITIONS.

4.21.1.1 CDR will have access to the Assigned Areas to inspect same to insure that Company is using the Assigned Areas in accordance with environmental requirements.

4.21.1.2 Company, at the CDR’s reasonable request, as a Project Cost will conduct such testing and analysis as necessary to ascertain whether Company is using the Assigned Areas in compliance with environmental requirements. Any such tests will be conducted by qualified independent experts chosen by Company and subject to CDR’s reasonable approval. Copies of such reports from any such testing will be provided to CDR.

4.21.1.3 Company will provide copies of all notices, reports, claims, demands or actions concerning any environmental concern or release or threatened release of hazardous materials or special wastes to the environment.

4.21.2 Contamination Of Assigned Areas

If the presence of any Hazardous Materials on, under or about the Assigned Areas caused or permitted by Company results in any contamination of the Assigned Areas, in violation of an Environmental Law, Company will promptly take all actions, at its sole cost and expense, as are necessary to return the Assigned Areas to the condition existing prior to the introduction of any such Hazardous Material to the Assigned Areas. Company will take all steps necessary to remedy and remove any such hazardous materials and special wastes and any other environmental contamination as is presently or subsequently discovered on or under the Assigned Areas as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Assigned
Areas into compliance with all environmental requirements; provided, however, County will be solely responsible for any environmental condition existing on or about the Assigned Areas prior to the Approval Date or any environmental conditions caused by County during the term or arising in any way and at any time from the Airport. Such procedures are subject to:

4.21.2.1 Prior approval of CDR, which approval will not be unreasonably withheld. Company will submit to CDR a written plan for completing all remediation work. CDR retains the right to review and inspect all such work at any time using consultants and/or representatives of his/her choice.

4.21.2.2 Such actions of remediation by Company will not potentially have any material adverse long-term effect on the Assigned Areas in the reasonable judgment of CDR.

4.21.3 Compliance With All Governmental Authorities

Company will promptly make all submission to, provide all information to, and comply with all requirements of the appropriate Governmental authority under all Environmental Laws as defined in Section 1.1, entitled DEFINITIONS, of this Contract.

4.21.3.1 Should the Government determine that a site characterization, site assessment, and/or cleanup plan be prepared or that a cleanup should be undertaken because of any spills or discharges of hazardous materials at the Assigned Areas which occur during the term of this Contract then Company shall (as a Project Cost) prepare and submit required plans and financial assurances, and carry out the approved plans. At no cost or expense to County, Company will promptly provide all information requested by CDR to determine the applicability of the Environmental Laws to the Assigned Areas, or to respond to any Governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.

4.21.3.2 Company’s obligations and liabilities under this provision will continue so long as County bears any responsibility under the Environmental Laws for any action that occurred on the Assigned Areas during the term of this Contract.

4.21.3.3 This indemnification of County by Company includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration, any fines or penalties issued to Company or County, or any other work required by any Federal, State or local governmental agency or political subdivision
because of hazardous material located on the Assigned Areas or present in the soil or ground water on, under or about the Assigned Areas.

4.21.3.4 The parties agree that County’s right to enforce Company’s promise to indemnify is not an adequate remedy at law for Company’s violation of any provision of this Contract. County will also have the rights set forth in Section 4.21.4, entitled COUNTY’S TERMINATION RIGHTS FOR VIOLATION OF ENVIRONMENTAL LAWS, or Section 3.18, entitled TERMINATION BY COUNTY, of this Contract in addition to all other rights and remedies provided by law or otherwise provided in this Contract.

4.21.4 County’s Termination Rights For Violation of Environmental Laws

4.21.4.1 Company’s failure or its contractors, subcontractors, contractees, their agents, employees, and invitees or the failure of a third party to comply with any of the requirements and obligations of this Contract or applicable Environmental Laws will constitute a material default of this Contract and will permit County to pursue the following remedies, in addition to all other rights and remedies provided by law or otherwise provided in this Contract, to which County may resort cumulatively, or singularly, in the alternative.

4.21.4.1.1 County may, at County’s election, keep this Contract in effect and enforce all of its rights and remedies under this Contract, including (i) the right to recover rent and other sums as they become due by the appropriate legal action and/or (ii) the right, upon ten (10) days’ written notice to Company, to make payments required of Company or perform Company’s obligations and be reimbursed by Company for the cost thereof, unless such payment is made or obligation performed by Company within such ten (10) day period.

4.21.4.1.2 County may, at County’s election, terminate this Contract upon written notice to Company as provided in Section 3.18, entitled TERMINATION BY COUNTY. If this Contract is terminated under this provision, Company waives all rights against County, including, but not limited to, breach of contract, costs of design, installation or construction of improvements and/or interruption of business.

4.21.4.1.3 Notwithstanding any other provision in this Contract to the contrary, County will have the right of "self-help" or similar remedy in order to minimize any damages,
expenses, penalties and related fees or costs, arising from or related to a violation of environmental law on, under or about the Assigned Areas.

4.21.5 The provisions of this Section 4.21 entitled ENVIRONMENTAL POLICY shall survive the expiration or earlier termination of this Contract.

4.22 AMERICANS WITH DISABILITIES ACT

Company will throughout the term of this Contract be in compliance with all applicable provisions of the Americans With Disabilities Act, Public Law 101-336.
ARTICLE V

5.1 FORCE MAJEURE

Neither County nor Company will be deemed to be in breach of this Contract by reason of failure to perform any of its obligations hereunder if, while and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of governmental authority, unusual weather conditions, floods, riots, rebellion or sabotage. However, the provisions of this Section will not apply to failure by Company to pay rents, fees or any other money payments required under other provisions, covenants or agreements contained in this Contract.

5.2 QUIET ENJOYMENT

County agrees that, on payment of the rental fees and charges and performance of the covenants, conditions and agreements on the part of Company to be performed hereunder, Company will have the right to peaceably occupy and enjoy the Assigned Areas.

5.3 NONLIABILITY OF INDIVIDUALS

No officer, agent or employee of the County to this Contract will be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of any breach thereof, or because of its or their execution or attempted execution.

5.4 NOTICES

Any notice or communication to be given under the terms of this Contract (a "Notice") shall be in writing and shall be personally delivered or sent by facsimile, overnight delivery, or registered or certified mail, return receipt requested.

Notices shall be addressed as follows:

if to County:

Clark County, Nevada
Director of Aviation
P. O. Box 11005, Airport Station
Las Vegas, Nevada 89111-1005

Fax: (702) 597-9553
if to the Company:

SOUTHWESTCO WIRELESS LP dba VERIZON WIRELESS
One Verizon Way - VC51S
Baskin Ridge, NJ 07920-1097
Attn.: Director - Network In-Building
Phone: (908) 559-7334    Fax: (908) 559-7139

With required copy to:

SOUTHWESTCO WIRELESS LP dba VERIZON WIRELESS
Legal & External Affairs Department
One Verizon Way, VC52S
Basking Ridge, NJ 07920-1097
Attn.: Senior Counsel - Business Development

for Company’s Billing Notifications:

SOUTHWESTCO WIRELESS LP dba VERIZON WIRELESS
180 Washington Valley Road
Bedminster, NJ 07921-2120
Attn: Network Real Estate Group
Phone: (866) 862-4404

for Company’s Maintenance Callouts:

Paul A. Barter
i5 WIRELESS
1984 Raymond Drive
Northbrook, IL 60062
Phone: (847) 562-1888    Fax: (847) 562-1890
Email: pbarter@i5wireless.com

such other address as Company may from time to time designate by Notice hereunder.

5.5 HEADINGS, TITLES OR CAPTIONS

Article, section or paragraph headings, titles or captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or extent of any provision of this Contract.

5.6 INVALID PROVISIONS

It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision will in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Company in their respective rights and obligations contained in the valid covenants, conditions or provisions of this Contract.
5.7 STATE OF NEVADA LAW

This Contract will be interpreted under and governed by the Law of the State of Nevada.

5.8 INDEPENDENT CONTRACT

Company is deemed to be an independent contractor for all purposes regarding its operations at the Airport and no agency, expressed or implied, exists.

5.9 FULL AUTHORITY

In the event that the Federal Aviation Administration or its successors required modifications or changes in this Contract as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required. Any expenses resulting from such amendments, modifications, revisions, supplements or deletions, shall be born solely by the Company.

5.10 ADVERSE HOLDOVER

Any unauthorized holding over by the Company after the termination of this Contract or the expiration of its terms without the written consent of the County, except for the period authorized for removal of Company’s property upon the expiration or termination hereof, shall entitle the County to collect from the Company as liquidated damages for such holding over, double the total of all rental fees and charges will be in effect immediately prior to the commencing of such unauthorized holding over.

5.11 DISPUTES

Any and all disputes arising under this Contract, which cannot be administratively resolved, shall be determined according to the laws of the State of Nevada, and the Company agrees that the venue of any such dispute, either administratively or judicial, shall be in Clark County, Nevada. Company agrees as a condition of this Contract that notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of this Contract, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

5.12 AGENT FOR SERVICE OF PROCESS

The parties hereto expressly understand and agree that if the Company is not a resident of the State of Nevada, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, and then in any such event the Company does designate its State of Nevada registered agent as its agent for the purpose of service of process in any court action between it and the County arising out of or based
upon this Contract, and the service shall be made as provided by the laws of the State of Nevada by serving also the Company's registered agent. The parties hereto expressly agree, covenant, and stipulate that Company shall also personally be served with such process out of this State by the registered mailing of such complaint and process to the Company at the address set forth herein. Any such service out of this State shall constitute valid service upon the Company as of the date of receipt thereof. The parties hereto further expressly agree that the Company is amenable to and hereby agrees to the process so served, submits to the jurisdiction, waives any and all obligations and protests thereto, any laws to the contrary notwithstanding.

5.13 GENDER

Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

5.14 ENTIRE CONTRACT

5.14.1 This document represents the entire Contract between the parties hereto and will not be modified or canceled by mutual agreement or in any manner except by instrument in writing, executed by the parties or their respective successors in interest. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract or the making or entry into this Contract, except as in this Contract expressly set forth, and that no claim or liability for cause for termination shall be asserted by either party against the other, and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Contract, any other written or oral agreement with the other party being expressly waived.

5.14.2 The individuals executing this Contract personally warrant that they have full authority to execute this Contract on behalf of the entity for whom they are acting herein.

5.14.3 The parties hereto acknowledge that they thoroughly read this Contract, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.
IN WITNESS WHEREOF, County and Company have executed these presents the day and year first above written.

CLARK COUNTY, NEVADA

BY: ________________________________
    RANDALL H. WALKER
    Director of Aviation

SOUTHWESTCO WIRELESS LP
D/B/A VERIZON WIRELESS
BY SOUTHWESTCO WIRELESS INC.,
ITS MANAGING PARTNER

BY: ________________________________
    KEITH A. SURRETT
    West Area Vice President - Network

APPROVED AS TO FORM:
David Roger, District Attorney

BY: ________________________________
    (Deputy)
DISTRIBUTED ANTENNA SYSTEM
TECHNICAL SERVICES CONTRACT

EXHIBIT A
COMPANY'S ASSIGNED AREAS

SOUTHWESTCO WIRELESS LP     JANUARY 17, 2008
EXHIBIT "A"

MONITORING EQUIPMENT LOCATIONS

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TRAM STATION
S2/00203A

ANTENNAE LOCATIONS
Located throughout the Airport.

Note: Final design documents attached, Company will provide a revised complete list of all components showing a description of all Assigned Areas following construction completion. The revised list shall be incorporated as part of this exhibit, Exhibit "A" shall be deemed amended.