~elecommunications



TELEPORT COMMUNICATIONS AMERICA, LLC

OCTOBER 21, 2025 – OCTOBER 21, 2030

DEPARTMENT OF BUSINESS LICENSE FRANCHISE SERVICES DIVISION 500 S. GRAND CENTRAL PARKWAY, 3RD FLOOR LAS VEGAS, NEVADA 89155

CLARK COUNTY BOARD OF COMMISSIONERS

TICK SEGERBLOM, Chair • WILLIAM McCURDY II, Vice Chair APRIL BECKER • JAMES B. GIBSON • JUSTIN JONES • MARILYN KIRKPATRICK • MICHAEL NAFT

COUNTY MANAGER KEVIN SCHILLER

CLARK COUNTY, NEVADA

TELECOMMUNICATIONS FRANCHISE AGREEMENT GRANTED TO

TELEPORT COMMUNICATIONS AMERICA, LLC

THIS FRANCHISE is granted this <u>21st</u> day of <u>October</u>, 2025, by Clark County, Nevada, a political subdivision of the State of Nevada, acting by and through its Board of County Commissioners which is its governing body (hereinafter called "County"), to Teleport Communications America, LLC (hereinafter called "Franchisee"), authorized by the Public Utilities Commission of Nevada to do business in the State of Nevada.

WITNESSETH:

WHEREAS, the Franchisee, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware, and duly qualified to transact business within the State of Nevada, is engaged in the business of operating a telecommunications system to provide subscription service, as defined by Clark County Code; and

WHEREAS, the County is authorized, pursuant to Nevada Revised Statutes Chapter 709, to grant a franchise to install, maintain and operate facilities, as defined by Clark County Code, which requires the use of County's rights-of-way; and

WHEREAS, the Franchisee hereby attests that the information submitted in Franchisee's applications to the County to obtain the Telecommunications Franchise, attached hereto as Exhibit A and made a part hereof, is true and correct.

NOW, THEREFORE, in consideration of the premises and of the performance by the Franchisee of the requirements hereinafter set forth, and subject to the following terms and conditions, the County hereby grants to the Franchisee this Telecommunications System Franchise.

TERMS AND CONDITIONS:

1. **DEFINITIONS**

Definitions of terms in this Franchise Agreement shall be the same as those definitions listed in Clark County Code Chapters 5.01 and 6.13, as amended from time to time.

2. FRANCHISE AGREEMENT DURATION, CONDITIONS, EXTENSION

- (A) This Franchise shall be non-exclusive and shall be in force and effect from the date first written above until the <u>21st</u> day of <u>October</u>, 2030. The Franchisee may request two five-year extensions of this Franchise Agreement. Failure to extend this Franchise Agreement shall automatically terminate this Franchise Agreement on its expiration date.
- (B) The Franchisee shall be subject to all applicable requirements of County ordinances, rules, regulations and specifications hereafter enacted or established in so far as such ordinances are not in violation of any State or Federal regulation. The Franchise shall at all times comply with applicable Federal, State and local laws, rules and regulations concerning the provision of Telecommunications Services, including all applicable Federal Communications Commission and Nevada Public Utility Commission rules, regulations and orders that apply to the Franchisee. In the event of any conflict between the provisions in Titles 5, 6 or 30 of Clark County Code, as amended from time to time, and any provisions of this Franchise Agreement, the Code provision shall control.
- (C) Except as otherwise provided by applicable law: (1) Franchisee shall not permit use by other persons of its facilities located in County rights-of-way, including but not limited to the use by other persons who are required to obtain a business license, Franchise or Rights-of-Way License Agreement from the County for such use, unless and until the other persons obtain such licenses or franchise; and (2) unless required by law, the Franchisee shall not permit another person, other than an affiliate of the Franchisee that is providing video service and has obtained a Certificate of Authority from the Nevada Secretary of State, to install its own facilities in, on, under, along or above the Franchisee's facilities.
- (D) Franchisee is hereby granted, during the term of this Franchise Agreement, a Franchise to install, operate and maintain its facilities in rights-of-way in unincorporated Clark County, pursuant to Clark County Code Titles 5, 6 and 30. Franchisee shall provide or make available to the County, upon request, the location of the facilities Franchisee has currently installed in the County rights-of-way.
- (E) Franchisee may expand this Franchise Agreement to install, maintain and operate its facilities in the County's rights-of-way beyond the original geographic area identified in this Agreement only by obtaining approval of an amended Franchise Agreement from the County. Subject to applicable State and Federal legal and regulatory requirements, the County Commission may grant, with or without conditions, or deny such amendment in its sole discretion. In the event that an amendment of this Franchise Agreement is approved by the County Commission, such amendment shall be subject to all the terms and conditions of this Franchise Agreement and the terms and conditions of any amended agreement, and Titles 5, 6 and 30 of the Clark County Code, as amended from time to time.

- (F) This Franchise Agreement does not grant the Franchisee or any affiliate permission to offer subscription Video Service in the County. In order to provide Video Service to customers within the unincorporated areas of Clark County the Franchisee or any affiliate, if applicable, must apply for and be granted a Certificate of Authority by the Nevada Secretary of State to provide video service and construct a video service network within Clark County as provided for in Chapter 711 of the Nevada Revised Statutes and apply for and obtain the appropriate business license from Clark County.
- (G) The Franchisee acknowledges that this Franchise is for installation of facilities in County rights-of-way only, and that installation in, on, under, along or above County property may be permitted only through separate agreement and payment of rental fees.
- (H) The Franchisee shall be responsible for the maintenance and upkeep of any of the Franchisee's above-surface facilities located immediately adjacent to the rights-of-way granted by this Agreement. The Franchisee agrees to provide to the Department of Business License a response as to the resolution of any complaints regarding any maintenance or upkeep issues that have been received and submitted by the Department to the Franchisee.

3. FRANCHISEE'S WORK IN COUNTY RIGHTS-OF-WAY

The Franchisee shall, in the installation, construction, operation, maintenance, reconstruction, removal, relocation or abandonment of its facilities in the County's rights-of-way, comply with all applicable provisions of Clark County Code Titles 5 and 6, and the improvement standards adopted in Title 30, as set forth and hereafter amended, and the "Uniform Standard Specifications for Off-Site Construction, Clark County Area" (latest edition) as adopted by the County Commission.

4. REMAIN IN PLACE FACILITIES

Remain in Place Facilities are facilities consisting of only subterranean conduit without cable or wiring that:

- (A) The Franchisee owns or may own;
- (B) Exists as of the date of this Franchise Agreement and includes those that may be established in the future;
- (C) Are located in the County rights-of-way;
- (D) Are not in service and are no longer being used; and
- (E) The Franchisee intends to remain in their existing place.

The Franchisee agrees that the Remain in Place Facilities are allowed to remain in place subject to all applicable laws, regulations, standards and specifications, whether federal, state or local.

The Franchisee and the County agree that the Remain in Place Facilities are not abandoned under Clark County Code Chapter 5.01, and, with respect to Remain in Place Facilities only, this provision supersedes the provisions relating to abandonment even after termination or expiration of the Franchise Agreement.

Should the Franchisee allow for its Remain in Place Facilities to remain in place in the County rights-of-way, and such facilities interfere with existing or future County improvement(s) or work, as solely determined by the County, the Franchisee hereby consents to the removal and disposal, as solely determined by the County, of the interfering Remain in Place Facilities by the County or its contactor. The Franchisee disclaims its interest in the Remain in Place Facilities and releases the County and its contractors from all claims related to the removal and disposal of the Remain in Place Facilities. This provision supersedes expiration or termination of the Agreement.

For any facilities that are not Remain in Place Facilities, as defined herein, the provisions of Clark County Code Chapter 5.01 apply.

The Franchisee agrees to comply with all conditions of County-issued encroachment permits and/or County-approved plans relating to any given Remain in Place Facilities. The Franchisee agrees to continue to maintain record of the Remain in Place Facilities currently mapped and/or known. From the effective date of this Agreement, the Franchisee agrees to map and maintain record of all future Remain in Place Facilities. Said information shall be provided to the County in accordance with the provisions of Chapter 5.01 of the Clark County Code or as otherwise requested by the County.

5. FRANCHISE PAYMENTS AND FEES

The Franchisee shall pay all payments and fees assessed in accordance with its County business licenses(s) pursuant to Clark County Code Title 6, as amended from time to time.

6. FRANCHISE REPORTING

Each year during the term of the Franchise Agreement, the Franchisee shall submit a written report to the County Manager as required by Clark County Code Section 5.01.110.

7. REVOCATION AND PENALTIES

(A) After providing notice and an opportunity for the Franchisee to be heard and a reasonable opportunity to cure, the County Commission may impose fines or penalties in an amount deemed appropriate by the County Commission, but not exceeding the amount of security deposit established in Section 10 of this Agreement, upon the Franchisee if the County Commission finds that the Franchisee has failed to

comply with the applicable provisions of Clark County Code Titles 5, 6 or 30. Any such fines or penalties shall be due within thirty (30) days of written notification by the County, made payable to the County Treasurer, and delivered to the County's Director of Business License at the County's address indicated in Section 15 of this Franchise Agreement. A late charge of five percent (5%) of the fine or penalty imposed shall be assessed if the fine or penalty is not paid within thirty (30) days of the written notification.

If a fine or penalty which has been imposed by the County Commission is not paid within thirty (30) days from the date of written notification, Franchisee hereby grants County authorization to deduct the amount of the fine or penalty plus late charges, if any, from the security deposit provided for such purposes, pursuant to Section 9 of this Franchise Agreement and the applicable sections of Clark County Code Titles 5 and 6. If at any time the Director of Business License has drawn upon such security deposit, the Franchisee shall within thirty (30) days of notification from the Director of Business License replenish such security deposit to the original minimum amount established in section 9 of this Franchise Agreement.

(B) In addition to the grounds for revocation set forth in the applicable sections of Clark County Code Titles 5 and 6, this Franchise Agreement may be revoked if, after providing notice and an opportunity for the Franchisee to be heard, and a reasonable opportunity to cure, the County Commission finds that the Franchisee failed to make payment of fines or penalties due under this Franchise Agreement or to comply with the provisions of this Franchise Agreement.

8. TRANSFER AND ASSIGNMENTS

The terms and conditions for transfer and assignment of franchises pursuant to the applicable sections of Clark County Code Chapter 5.01, as amended from time to time, shall apply to this Franchise Agreement.

9. INDEMNIFICATION

The Franchisee shall indemnify, save harmless, and defend the County, its officers and employees in accordance with the indemnification provisions of the applicable sections of Clark County Code Chapter 5.01.

10. INSURANCE AND SECURITY FOR PERFORMANCE

(A) The Franchisee shall secure, maintain and provide certification of all insurance coverages in the amounts, kinds and form required pursuant to the applicable sections of Clark County Code Chapter 5.01 prior to commencement of any work in the County's rights-of-way. (B) The Franchisee shall provide to the Director of Business License security for performance pursuant to the applicable sections of Clark County Code Chapter 5.01 in the amount of two hundred fifty thousand dollars (\$250,000). Franchisee hereby grants the County authorization to deduct assessed fines or penalties and late charges, if any, pursuant to Section 6 of this Agreement and the applicable sections of Clark County Code Chapter 5.01, from such security.

11. RIGHTS RESERVED TO COUNTY

The County does hereby expressly reserve its rights, powers and authorities pursuant to the applicable sections of Clark County Code Title 5, as may be amended. The County expressly reserves the right to amend this Franchise Agreement by amendment to the Clark County Code to the maximum extent permitted by law.

12. AMENDMENTS

This Franchise Agreement may only be amended by written agreement between the Parties, subject to the approval of the County Commission, except as otherwise provided in Section 11 above.

13. SEVERABILITY

If any provision, section, paragraph, sentence, clause or phrase of this Franchise Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the remaining portions of this Franchise Agreement. It is the intent of the Franchisee in requesting this Franchise Agreement and of the County Commission in approving this Franchise Agreement that no portion or provision thereof shall become inoperative or fail by reason of any invalidity or unconstitutionality of any portion of provision, and to this end all provisions of the Franchise Agreement are declared to be severable.

14. GIFTS

No officer or employee of Franchisee shall offer to any officer or employee of the County, either directly or indirectly, any rebate, contribution, gift, money, service without charge, or other thing of value whatsoever, except where given for the use and benefit of the County or political campaign contributions that comply with applicable federal, state and local laws.

15. NOTICE

All notices shall be sent to the County or Franchisee at the addresses indicated below. The Franchisee shall notify the County's Director of Business License of any change of address within ten (10) working days of such occurrence. Failure to provide notification, and any resulting delay in receipt of notice, shall not excuse the Franchisee from any obligation

imposed by the Franchise Agreement, nor shall it serve as cause for reduction or removal of any restriction, fine or penalty imposed by the County.

COUNTY:

FRANCHISEE:

Director of Business License Clark County 500 S. Grand Central Pkwy., 3rd Floor PO Box 551810 Las Vegas, NV 89155-1810 Teleport Communications America, LLC 1425 R 206 Bedminster, NJ 07921

16. PUBLIC PURPOSE

All of the regulations provided in this Franchise Agreement are hereby declared to be for a public purpose and the health, safety and welfare of the general public. Any member of the governing body of County official or employee charged with the enforcement of this Franchise Agreement, acting for the County in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties. Neither the County nor the Franchisee by accepting this Franchise Agreement waives its rights to seek all appropriate legal and equitable remedies as allowed by law upon violation of the terms of this Franchise Agreement, including seeking injunctive relief in a court of competent jurisdiction.

17. RELOCATION OF FACILITIES

- (A) REMOVAL AND RELOCATION. Franchisee will be responsible for the cost of removal or relocation of its Facilities in Rights-of-Way in accordance with applicable provisions of Chapter 5.01 and Title 30 of the Clark County Code.
- (B) PRIOR RIGHTS; COST FOR RELOCATION. Notwithstanding any other provision of this Franchise Agreement to the contrary, if the County requires the Franchisee to relocate any of its Facilities located in the Rights-of-Way in which the Franchisee has demonstrated in accordance with this Subsection B that it had a valid Easement prior to the time such location was dedicated to or otherwise received or acquired by the County, the County shall be responsible for Franchisee's actual costs of relocating such Facilities pursuant to this Subsection B, including the cost of obtaining a new equivalent Easement for the Franchisee if the County determines that no space is available in the Rights-of-Way for the Franchisee's Facilities. The County will not be responsible for the relocation costs if the Facilities were not installed in conformance with the applicable statutes, ordinances and codes in effect at the time of the Facilities' original construction. All other provisions of this Section shall apply to the Franchisee's work in performing the relocation of any Facilities covered by this Section.

In instances where no Public Improvements or Facilities have been installed as of the Effective Date of this Franchise Agreement and a patent exists for roadway and utility

purposes and is not patented or reserved specifically in the name of the County or Franchisee, the party to this Franchise Agreement which is first to install a Public Improvement or Facility in such patent will be considered to have the prior right so long as in the case of the Franchisee the Facility was in place in accordance with applicable statutes, ordinances and codes in effect at the time of the Facilities' installation.

In instances where Public Improvements or Facilities have been installed prior to the Effective Date of this Franchise Agreement in a patent not reserved specifically in the name of the County or Franchisee, prior rights will be determined pursuant to the terms and conditions of the Franchise Agreement in effect at the time of installation of said Public Improvement or Facilities.

A claim from Franchisee for reimbursement for relocation of Facilities under a prior right must include a copy of the Easement instrument/document. If no such easement instrument/document can be produced, the claim must include a statement clarifying the prior land right, and must be signed by an officer, director or manager of the Franchisee who avers that the information set forth in the claim is accurate and complete. The claim must be accurate and include supporting proof that a prior land right exists for the Franchisee's Facilities. If the Franchisee fails to provide the County with sufficient proof of a prior right, the Franchisee will be responsible for the actual costs of the relocation.

In instances where the Franchisee has demonstrated a prior right in accordance with this Subsection B and the County requires the Franchisee to relocate its Facilities outside of its original prior right location, the County will recognize the Franchisee's prior right in the new location by issuance of an instrument/document recognizing the prior right.

18. APPLICABLE LAW

This Franchise Agreement is governed by and construed and enforced in accordance with the laws of the State of Nevada, and the Federal Communications Act of 1934, as amended by the Telecommunications Act of 1996 or subsequent amendments.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

CLARK COUNTY BOARD OF COMMISSIONERS

Ву	TICK SEGERBLOM, Chair
ATTEST:	
LYNN MARIE GOYA, County Clerk	
APPROVED AS TO FORM: DISTRICT ATTORNEY	
By: JASON PATCHETT Deputy District Attorney	

By: NAME: Christopher J. Och

TITLE: Vice President

EXHIBIT A



Department of Business License

Vincent V. Queano, Director

500 SOUTH GRAND CENTRAL PKY, 3RD FLOOR

BOX 551810

LAS VEGAS, NEVADA 89155-1810

Phone: (702) 455-4252 Toll Free: (800) 328-4813

Fax: (702) 386-2168

					http://www.cla	rkcountynv.go	ov/businesslicense	
APPLICATION FOR	FRANC	HISE	AGRE	EME	NT - PUB	LIC U	FILITIES	
 Please fill out form completely; use b 	lack ink only;	incomple	ete, illegible,	or altered	application form	s will be ret	urned.	
BUSINESS INFORMATION								
Date of Application:	Business/ Entity Name:							
February 19, 2025	Teleport Communications America, LLC							
Fictitious Firm Name(FFN)/ Doing Business	s As (DBA):				Classification	Category ((NAICS Code):	
Teleport Communications America, LLC				517111				
Have you registered with the Nevada Secre	tary of State?	■ Ye	s 🗆 No	NV Busine	ess ID (required)):		
OWNERSHIP INFORMATION (Must total	100%; list all	business	owners, and	or officers	.)			
Type of Business Ownership (select one)	☐ Sole Prop☐ Partnersh		ip	☐ Corpo ☐ Limite	oration ed Partnership	☐ Limite ☐ Other	ed Liability Co. r:	
BUSINESS LOCATION AND CONTACT	INFORMATI	ON						
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Business	Location	/ Mailing Ac		1			
Business/ Location Address:			City/ State:		Zi	p Code	Country:	
1425 Rt 206			Bedminst	ter	07	921	USA	
■ Check here if Mailing Address is the s	ame as the Busii	ness Addre	ess. If different,	, please pro	vide current mailii	ng address on	next line.	
Mailing Address:			City/ State			p Code	Country:	
the sectional formation throughous states and the section of the s	Busine	ess Conta	act Informat	ion	FROM PORCLET SOLVER HAMOS STAME		£ .	
Business Email:	Business Pho				Business Fax:			
co1471@att.com	908-234-3722			Marie and to bear orders	281-664-5446			
And wind Court No. (Fig. 14)		zed Con	tact Informa			**	d)	
Authorized Contact Name (First, M.I., Last):			Authorized		l'itle:			
Christopher J. Och			Vice Pres	sident				
Email Address:			Primary Phone Number: Alternate Phone Number:			ne Number:		
co1471@att.com		908-234-3722 908-672-6473			73			
FRANCHISE INFORMATION								
Length of Term Desired (not to exceed 10	The state of the state of	ed of the	Tanishing B	- V	Certificate Nu	mber:		
years): 10 Years	Public Utilities Commissionevada (PUCN) Certifica		the state of the s	■ Yes				
Has the applicant ever been denied a license or had a license suspended or revoked for any reason?								
*If you answered "Yes" to the question	above, please	attach a	detail descri	ption of th	e suspension, r			
List all third parties that the applicant is aware of at the time of application that will be using the applicant's facilities in the County's rights-of-way:								
Please attach the following to the application	n:							
☐ Order and Certificate issued b	y the PUCN	\square M	Iap of the Ser	vice Area o	desired/ Request	ed		
☐ Disclosure of Ownership Form	m	\square M	lap of propose	ed initial ro	oute (Initial Fran	chise Appli	cation Only)	
SIGNATURES (requires signatures of owner,	officer, author							
I certify the information provided herein and at								
misleading, or fraudulent statements on this apprevocation, suspension, or non-renewal.	plication or sup	pporting	documentatio	n may be g	grounds for denia	al of this lice	ense or later	
A Security of Suspension, of Hon-Tenewal.		Chri	stopher J.	Och, Vi	ce President		4/9/2025	
Signature	-		P	rint Name	and Title		Date	

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group — Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- Minority Owned Business Enterprise (MBE): An independent and continuing business for profit which performs a commercially useful function and
 is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native
 American ethnicity.
- Women Owned Business Enterprise (WBE): An independent and continuing business for profit which performs a commercially useful function and
 is at least 51% owned and controlled by one or more women.
- Physically-Challenged Business Enterprise (PBE): An independent and continuing business for profit which performs a commercially useful
 function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- Small Business Enterprise (SBE): An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- Veteran Owned Business Enterprise (VET): An independent and continuing Nevada business for profit which performs a commercially useful
 function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- Disabled Veteran Owned Business Enterprise (DVET): A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- Emerging Small Business (ESB): Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) - Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts - (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.
 - In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.
- 2) Indicate if any individual members, partners, owners or principals involved in the business entity <a href="https://have.a.second.degree.of.consanguinity-or-affinity-relation-to-a-Clark County full-time-employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). This will also include Clark County Detention Center.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name - Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Ty	pe (Please selec	t one)						
□ Sole	Partnership	Limited Liability Company	Corporation	Trust	Non-Profit Organization	Other		
Business Designa	tion Group (Pleas	se select all that app	ly)					
□ МВЕ	□WBE	□SBE	□PBE		□VET	DVET	□ESB	
Minority Business Enterprise	Women-Owned Business Enterprise	Small Busines Enterprise	s Physically Cl Business En		Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business	
Number of Cla	ark County N	evada Resident	s Employed:					
Corporate/Busines	ss Entity Name:	Teleport Commu	nications Americ	a, LLC				
(Include d.b.a., if a								
Street Address:		1425 Rt 206 S.		w	/ebsite:			
City, State and Zip	Code:	Bedminster,	NJ 07921		POC Name: Christopher J. Och Email: co1471@att.com			
Telephone No:		908-234-3722		Fa	ax No: 281-664-5446			
Nevada Local Stre		5250 S	Virginia	St. "	/ebsite:			
(If different from a City, State and Zi	1	Reno, NV		_	ocal Fax No:			
Local Telephone N		775-813	3-3594	L	ocal POC Name: Daniel	le Greene 2@att.com		
ownership or financia Entities include all b	I interest. The disclousiness association	osure requirement, as a s organized under or g	pplied to land-use ap overned by Title 7 of	plications, ex the Nevada	nd Directors in lieu of distends to the applicant and Revised Statutes, including tips, and professional corpo	the landowner(s). g but not limited to priva		
	Full Name			Title		% Owner (Not required for Put Corporations/Non-profit	olicly Traded	
	-	ly-traded corporations				No	ty Detention	
 Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)? 								
Yes								
sister, grandch		lated to a Clark County			stic partner, child, parent, i ounty Detention Center or 0			
☐ Yes	No (If	yes, please complete th	ne Disclosure of Rela	tionship form	on Page 2. If no, please p	rint N/A on Page 2.)		
		of the information provid and sales, leases or ex		completed dis	nd accurate. I also understa sclosure form.	nd that the Board will no	ot take action on	
Si gature			Print Name	25				
Vice President			Date					

DISCLOSURE OF RELATIONSHIP

List any disclosures below: (Mark N/A, if not applicable.)

NAME OF BUSINESS	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
OWNER/PRINCIPAL N/A	AND JOB IIILE	EMPLOTEE/OFFICIAL	DEFARIMENT
Water Reclamation District. "Consanguinity" is a relation: "To the second degree of of follows: • Spouse – Registere	Clark County, Department of ship by blood. "Affinity" is a reconsanguinity" applies to the d Domestic Partners – Children lalf-Brothers/Half-Sisters – Gra	lationship by marriage. candidate's first and second n – Parents – In-laws (first deg	degree of blood relatives as
	noted above, please complete the folk		narticular agenda item?
	ployee(s) noted above involved in the		
Notes/Comments:			
Signature			
Print Name Authorized Department Representa			

PUBLIC UTILITIES COMMISSION OF NEVADA

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Teleport Communications America, LLC

CPC 2804 Sub 2 (supersedes and replaces CPC 2804 Sub 1) Docket No. 12-09014

The Public Utilities Commission of Nevada ("Commission") hereby grants Teleport Communications America, LLC the authority previously held by TCG Los Angeles. Inc. to continue to operate as a competitive supplier of telecommunication service within the State of Nevada, pursuant to the Commission's decision on November 15, 2012.

Teleport Communications America, LLC is hereby granted this Certificate of Public Convenience and Necessity as evidence of its authority to operate as a competitive supplier of telecommunication service within the State of Nevada. As a condition of this Certificate, Teleport Communications America, LLC shall render reasonably continuous and adequate service to the public within the State of Nevada. Failure to comply with all applicable provisions of the Nevada Revised Statutes; all applicable rules, regulations and orders of the Commission; and any applicable terms, conditions and limitations pertaining to the privileges granted in this Certificate shall comprise sufficient grounds for the suspension or revocation of this Certificate. Nothing contained in this Certificate shall be construed to create a franchise or to constitute the grant of an irrevocable Certificate.

This Certificate of Public Convenience and Necessity supersedes and replaces, in all respects, CPC 2804 Sub 1. CPC 2804 Sub 1 shall be, and the same is hereby, cancelled.

This Certificate of Public Convenience and Necessity shall not be conveyed or transferred without the Commission's prior approval.

Any errors in the drafting of this Certificate of Public Convenience and Necessity may be corrected without further proceedings by the Commission.

By the Commission,

ALAINA BURTENSHAW,

Veni Bertenelan

Chairman

Attest:

Assistant Commission Secretary

Dated: Carson City, Nevada

<u>/-2-/3</u> (SEAL)

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