

**SITE LEASE AGREEMENT  
FOR WIRELESS COMMUNICATIONS FACILITY**

This Site Lease Agreement ("Lease") is made as of the date fully executed ("Effective Date") by and between Clark County, Nevada, a political subdivision of the State of Nevada ("County"), and SBA Steel LLC, a Florida limited liability company ("Lessee"), collectively known as the "Parties" or individually as "Party."

WITNESETH:

WHEREAS, County is the owner of the parcel of real property in Las Vegas, Nevada, known as Assessor's Parcel Number 139-25-802-004 ("County Property"), a portion of which is more specifically described as a ±652 square foot area shown in Exhibits "A" and "B," attached hereto and incorporated herein by reference ("Site"); and

WHEREAS, pursuant to the Prior Lease (defined below in subsection 33.13), Lessee's predecessor leased the Site from County, and Lessee or its predecessor installed a 11' 6" x 20' Equipment Enclosure, and 50' Monopine wireless communications tower, communication facilities, underground utility lines for electric power for Lessee's internal use and communications as shown in Exhibits "A" and "B," and along with access and other facilities and improvements to be installed on the Site in the future, are referred to herein as the "Communications Facility"; and

WHEREAS, Lessee desires to continue leasing the Site from County for the operation, maintenance, repair and removal of the Communications Facility; and

WHEREAS, the Communications Facility will not interfere with the existing public use of the County Property; and

WHEREAS, Lessee agrees to continue to allow Sprint PCS or its successor-in-interest to collocate its equipment on Lessee's mounting tower and County has provided Sprint PCS a site for its BTS to support its equipment for the purposes of providing telecommunication services; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. DEFINITIONS:

As used in this Lease the following words or phrases, or those words or phrases set aside in quotation marks elsewhere in this Lease, when capitalized, have the meaning as described to them. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and vice versa, the masculine gender includes the feminine gender. The words "shall," "must" and "will" are mandatory, and "may" is permissive:

- 1.1 "Backhaul Network" means the physical network that connects communications cells to a central switching point or the public switch telephone network.
- 1.2 "Director" means the Director of the Clark County Department of Real Property Management or the Director's designee.

- 1.3 "Hazardous Materials" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local Environmental Law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Hazardous Materials does not include sealed and contained backup batteries used by Lessee in the operation of its Facilities. The term "Environmental Law" shall mean all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.
- 1.4 "Communications Facility" means the improvements installed pursuant to the Prior Lease, including a 11' 6" x 20' Equipment Enclosure, and a 50' Monopole radio tower, and certain radio communication facilities and underground utility lines for electric power for Lessee's internal use and communications, as shown in Exhibits "A" and "B" hereto.
- 1.5 "Site" means the ±988 square foot area shown in Exhibits "A" and "B" hereto upon which the Communications Facility is located.

2. LEASE SITE:

- 2.1 County hereby leases to Lessee and Lessee hereby leases from County, for the amount and in accordance with the terms and conditions agreed to herein, the Site described in Exhibits "A" and "B" hereto.
- 2.2 Subject to the provisions of Section 11, County shall have the right to seek participation by other wireless telecommunications providers ("Other Provider(s)") to collocate a portion of such Other Providers' wireless communications systems on unoccupied space on the mounting tower portion of the Communications Facility so long as such use by the Other Providers does not materially interfere with Lessee's use of the Communications Facility. The wireless communications system requirements of such Other Providers shall be mutually agreed to in writing by the Parties, which agreement shall not be unreasonably withheld or delayed.

3. TERM:

- 3.1 The Lease term ("Term") shall commence on January 2, 2022 ("Commencement Date") and, unless extended or terminated as provided herein, expire five (5) years thereafter ("Expiration Date").
- 3.2 Lessee shall have the right to extend the Term of this Lease for three (3) additional periods of five (5) years each by giving County written notice of its intention to do so at least ninety (90) days prior to the end of the then-current Term, conditioned on Lessee's full compliance with the terms and conditions of this Lease.