MultiCarrier Rebroadcast Agreement

This MultiCarrier Rebroadcast Agreement ("Agreement") is made as of \(\frac{\text{Jve7, \text{-017}}}{2300 \) between Collin County, Texas, with a principal place of business at 2300 Bloomdale, Suite 3160, McKinney, TX 75071, ("Permittee"), and Dallas MTA, L.P. d/b/a Verizon Wireless, with a principal place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 ("Permittor").

Background

- A. Permittee is the owner of a building at 7117 CR 166, McKinney, Collin County, Texas (the "Premises"), which is located within the geographic area of a license to provide wireless services issued by the Federal Communications Commission ("FCC") to Permittor, and Permittee desires to purchase and operate an in-building repeater as described in Exhibit A (the "System") which is designed for use by multiple carriers to enhance wireless services on the Premises by operating the System on frequencies licensed to Permittor by the FCC and potentially on frequencies licensed to others by the FCC.
- B. The FCC rules applicable to the licenses granted by the FCC require that Permittor control the frequencies which it has been licensed to use, and resolve interference complaints created by the use of those frequencies. Accordingly, Permittor and Permittee agree to permit Permittee's System to operate on Permittor's FCC licensed frequencies only on the terms and conditions set out in this Agreement.

Agreement

1. <u>General</u>. Permittor hereby grants to Permittee, the right to rebroadcast Permittor's signal through Permittee's System within the Premises on the terms herein. Permittee agrees not to broadcast any other signals, whether FCC licensed or unlicensed, through that part of the System which broadcasts Permittor's FCC licensed frequencies.

2. Operational Requirements.

- a. Permittee shall own the entire System and be responsible for its physical requirements, inputs (e.g. electrical requirements) and outputs, as well as assuring that the System is maintained, repaired and replaced as needed so as to remain in good operating condition, as defined by Permittor, at all times. Nonetheless, Permittor shall have full control of its FCC licensed frequencies at all times, including full right of access to that part of the System which broadcasts Permittor's FCC licensed frequencies and the right to shut down that part of the System on a 7 day by 24 hour basis.
- b. Permittee and its vendors/contractors will work with Permittor and its contractors throughout the process of designing, installing, maintaining, adjusting, fixing, modifying and removing that part of the System which broadcasts Permittor's FCC licensed frequencies. For example, Permittee will consult with Permittor on the creation (or, in the case of an existing system, the modification) of the System design and only implement that design after receiving Permittor's written approval. The System will only provide coverage in the Premises.

c. Should the System cause any radio frequency interference or other problems, or otherwise require repair or replacement, Permittee agrees, and will ensure that, Permittor has the right to require changes, or repair/replacement, to that part of the System which broadcasts Permittor's FCC licensed frequencies, and that such changes will be implemented within 30 days by either Permittee or a contractor determined by Permittee so that the proper quality of signal transmission is maintained. Permittee is responsible for the cost of implementing the changes, repairs or replacements, as needed, unless other arrangements are made and agreed to in writing by Permittor. Permittee acknowledges that this obligation requires it to obtain and assure the right to make changes, repairs and replacements from its contractors/vendors prior to the occurrence of radio interference or other problems or the need for replacement or repair.

3. Term & Termination.

- a. The term of this Agreement shall be five (5) years with four (4) automatic five (5)-year renewal terms, unless the Permittor terminates it at the end of the then current term by giving the Permittee written notice of intent to terminate at least six (6) months prior to the end of the then current term.
- b. Notwithstanding anything to the contrary contained herein, Permittor shall have the right to terminate this Agreement at any time without cause provided that thirty (30) days prior notice is given the Permittee, as Permittor at all times has complete control of its FCC licensed frequencies.
- c. In the event Permittor defaults in the performance of any of its covenants or obligations hereunder and such default continues for a period of sixty (60) days after written notice thereof from Permittee (unless the nature of the event takes longer to cure and Permittor commences a cure within the time period and diligently pursues it), Permittee may thereafter terminate this Agreement by written notice to Permittor.
- d. This Agreement may only be terminated in accordance with its terms. Termination of this Agreement shall trigger the parties' cessation obligations under Section 4.
- 4. <u>Cessation</u>. Permittee agrees that the System shall be deemed to be and remain at all times personal property of Permittee and not part of the real estate on which it is located. If Permittee decides to cease using that part of the System which broadcasts Permittor's FCC licensed frequencies, or to vacate the Premises, Permittee agrees to give Permittor 30 days prior written notice that Permittee will stop using Permittor's FCC licensed frequencies and decommission that part of the System which broadcasts Permittor's FCC licensed frequencies so that it can no longer use or otherwise benefit from Permittor's FCC licensed frequencies. If Permittee vacates the Premises to another location that is also within Permittor's FCC license area, and Permittee desires to rebroadcast Permittor's signal, then Permittee must enter into an Agreement with Permittor like this one regarding such new location prior to placing the that part of System which broadcasts Permittor's FCC licensed frequencies in service.
- 5. <u>Consideration</u>. In consideration for the rights granted herein, Permittee's Premises will receive the benefits of enhanced wireless communications arising from operation of the System at no charge to Permittor.

6. <u>Indemnification, Insurance</u>.

- a. To the extent allowed by law, Permittee shall indemnify, defend, and hold harmless Permittor, its affiliates and each of their respective directors, officers, employees, agents, and/or any assignees thereof (and their respective heirs and legal representatives) ("Indemnified Parties") against any obligations, losses, damages, actions, suits, costs, or liabilities (including, but not limited to, reasonable fees and disbursements of counsel and court costs) ("Claim") arising or alleged to have arisen in whole or in part from the System, including any acts or omissions of its contractors or vendors. Permittor will provide Permittee with written notice of any Claim covered by this indemnification and will cooperate appropriately with Permittee in connection with Permittee's defense thereof. Promptly after receipt of such request, Permittee shall assume the defense of such Claim with counsel reasonably satisfactory to the Indemnified Party. In such case, Permittee shall not settle or compromise any such Claim or consent to the entry of any judgment without the prior written consent of each Indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each Indemnified Party.
- b. Permittee shall procure and maintain throughout the term of this Agreement comprehensive general public liability insurance, and property damage insurance under policies with limits of not less than one million dollars (\$1,000,000) per bodily injury, death, or for damage or injury to or destruction of property (including the loss of use thereof) for any one occurrence. The parties waive and release any and all rights of action for negligence against the other which may arise on account of damage to the Premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. These waivers and releases shall apply between the parties and to any claims under or through either party as a result of any asserted right of subrogation. All policies of insurance covering property damage obtained by either party concerning or including the Premises or property shall waive the insurer's right of subrogation against the other party. Permittee agrees that Permittor may self-insure.
- 7. <u>Disclaimer</u>. PERMITTOR IS PERMITTING PERMITTEE TO BENEFIT FROM PERMITTOR'S LICENSED FREQUENCY ON THE TERMS HEREIN. PERMITTOR SPECIFICALLY MAKES NO WARRANTIES, EXPRESS OR IMPLIED HEREUNDER ABOUT ANYTHING IN THIS AGREEMENT OR THE FREQUENCIES, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR PERFORMANCE.
- 8. <u>Limitation of Liability</u>. Permittor shall not be liable for any act or omission of Permittee hereunder or in connection with the System. The foregoing notwithstanding, whether the cause of any damage, loss or liability is insurable, insured or not insured, foreseen or unforeseen, in no event shall Permittor be responsible or liable to Permittee for anticipatory profits or any indirect, special, incidental or consequential damages of any kind or nature arising directly or indirectly in connection with the construction, use or operation of the Premises or the exercise of any rights

related thereto, whether based on an action or claim in contract or tort, including negligence, strict liability or otherwise.

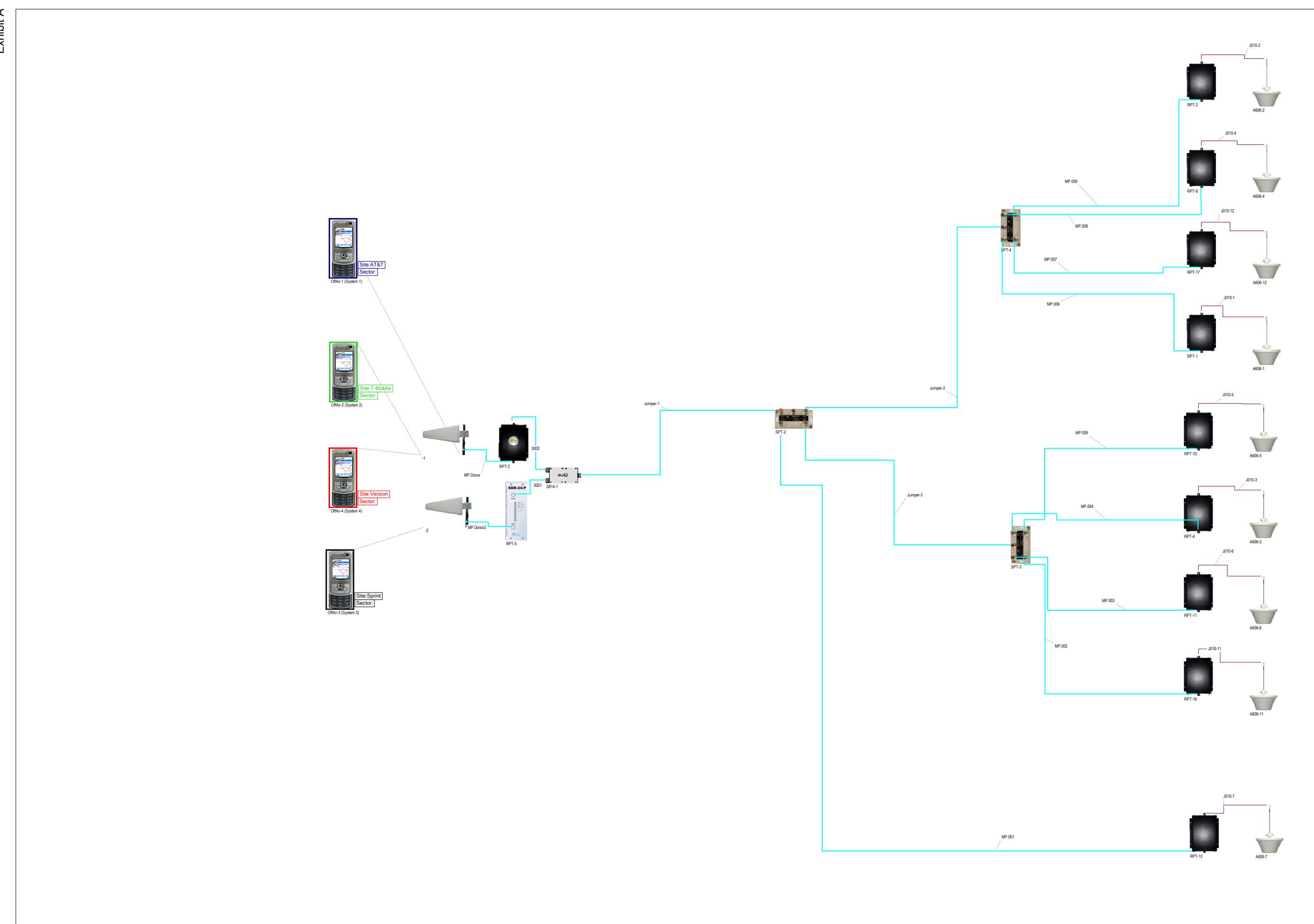
- 9. Representations and Warranties. Permittee represents and warrants that (i) no lead paint, asbestos or other hazardous substance as defined by any applicable state, federal or local law or regulation, is present at any part of the Premises at which Permittor its authorized representatives may access hereunder; (ii) Permittee owns or leases the Premises on which the System has been or will be installed, and has obtained all required consents or approvals from any landlord, mortgagee or other person or entity having an interest therein; (iii) Permittee has obtained or will obtain all required permits, inspections or other approvals necessary for the installation and operation of the System; and (iv) Permittee has no knowledge of any equipment (such as equipment that may be sensitive to RF signals), wiring or other conditions on the Premises, or within the building where the Premises are located, that may be adversely affected by, or may adversely affect, installation or operation of the System.
- 10. <u>Assignment</u>. Neither party may assign this Agreement without the written consent of the other party except as stated herein. This Agreement may be assigned by Permittor to its affiliates or any entity which acquires all or substantially all of Permittor's assets in the market defined by the FCC in which the Premises are located.
- 11. <u>Notices & Contacts</u>. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to Permittee at Collin County, Purchasing Department, 2300 Bloomdale, Suite 3160 McKinney, TX 75071 and to Permittor at 180 Washington Valley Road, Bedminster, NJ 07921, Attention Network Real Estate.
- 12. <u>Miscellaneous</u>. This Agreement contains all agreements, promises and understandings between Permittor and Permittee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either Permittor or Permittee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises are located without reference to its choice of law rules.
- 13. Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

[SIGNATURE PAGE TO FOLLOW]

COLLIN_CTY_MEYERS_PARK_SHOW_BARN_IBRD_RBA

IN WITNESS WHEREOF, the authorized representatives of the parties hereto execute this Agreement below, intending to be bound.

PERMITTEE
Collin County, Texas
By: Michaly Kan
Name: MIChallan Koins
Date: 5-24-17
Per. C.O. No. 5017-358-05-22
PERMITTOR
Dallas MTA, L.P. d/b/a Verizon Wireless
By: Verizon Wireless Texas, LLC, Its General Partner
By:
Director – Network Field Engineering
Date: 6-7-17



Revision history

Initial 6/29/2016 Dan Rowe, PE
Preliminary: Not for Construction
1 11/13/2016 Dan Rowe, PE
Construction Release

ct name

Collin County - Myers Park

D.200 Design Plan

See Layout XX.X

ndoor prediction legend

Revision history

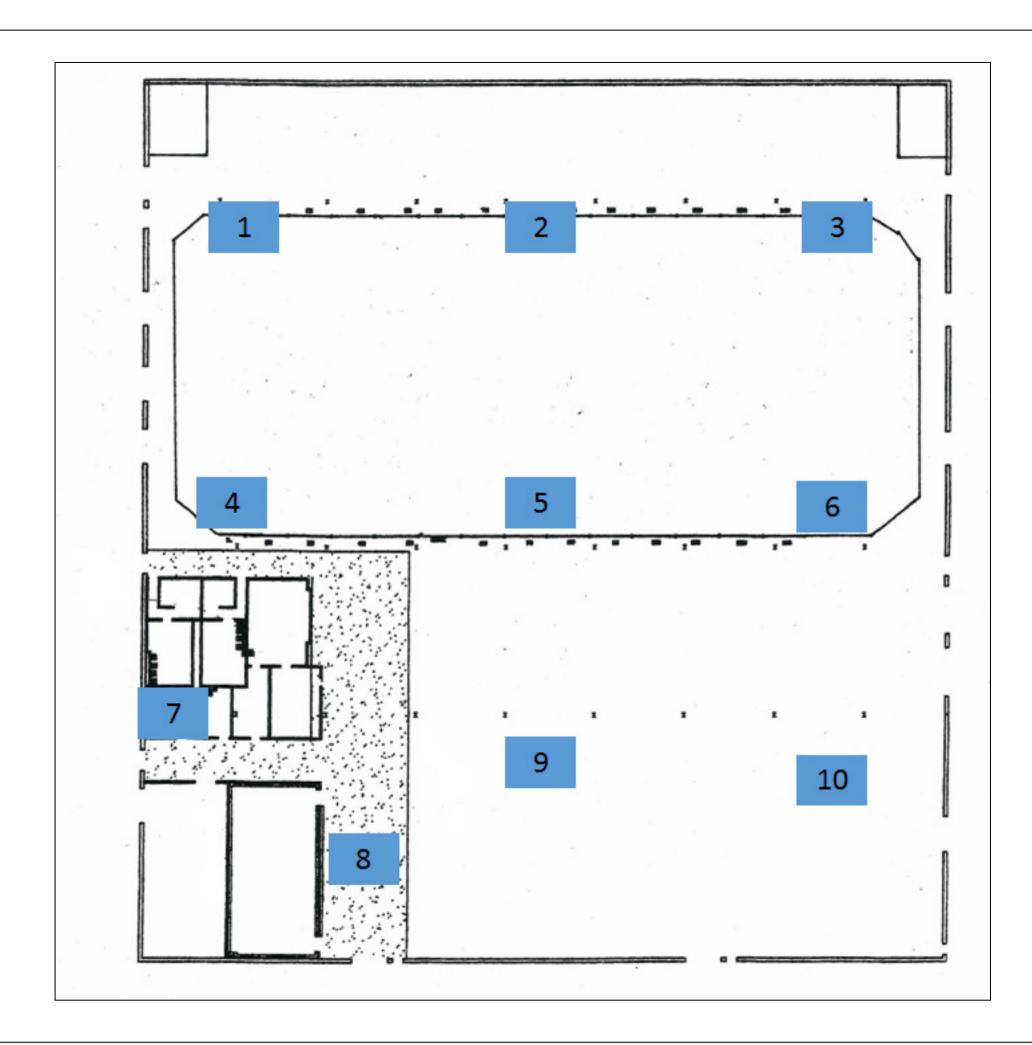
Initial 6/29/2016 Dan Rowe, PE
Preliminary: Not for Construction

1 11/13/2016 Dan Rowe, PE
Construction Release

roject name

Collin County - Myers Park

D.300 - Floor 1



Test Locations

	700MHz		850MHz		1950MHz		2100MHz		Data Speeds	
	pre-installation									
Test Location	(dBm)	(mbps) UL/DL	(mbps) UL/DL							
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

Revision history
Initial 6/29/2016 Dan Rowe, PE
Preliminary: Not for Construction
1 11/13/2016 Dan Rowe, PE
Construction Release

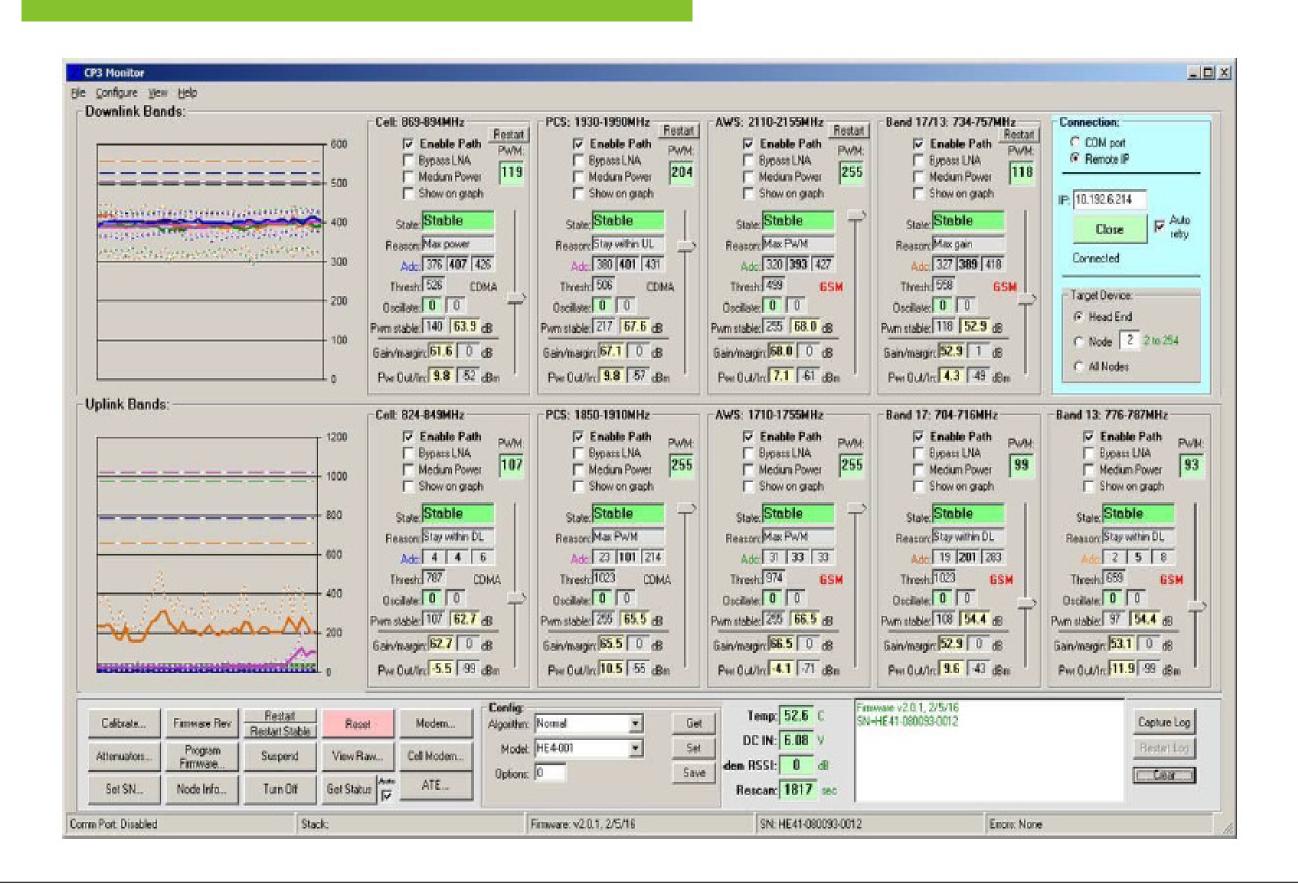
oject name

Collin County - Myers Park

D.401 - System Test Results

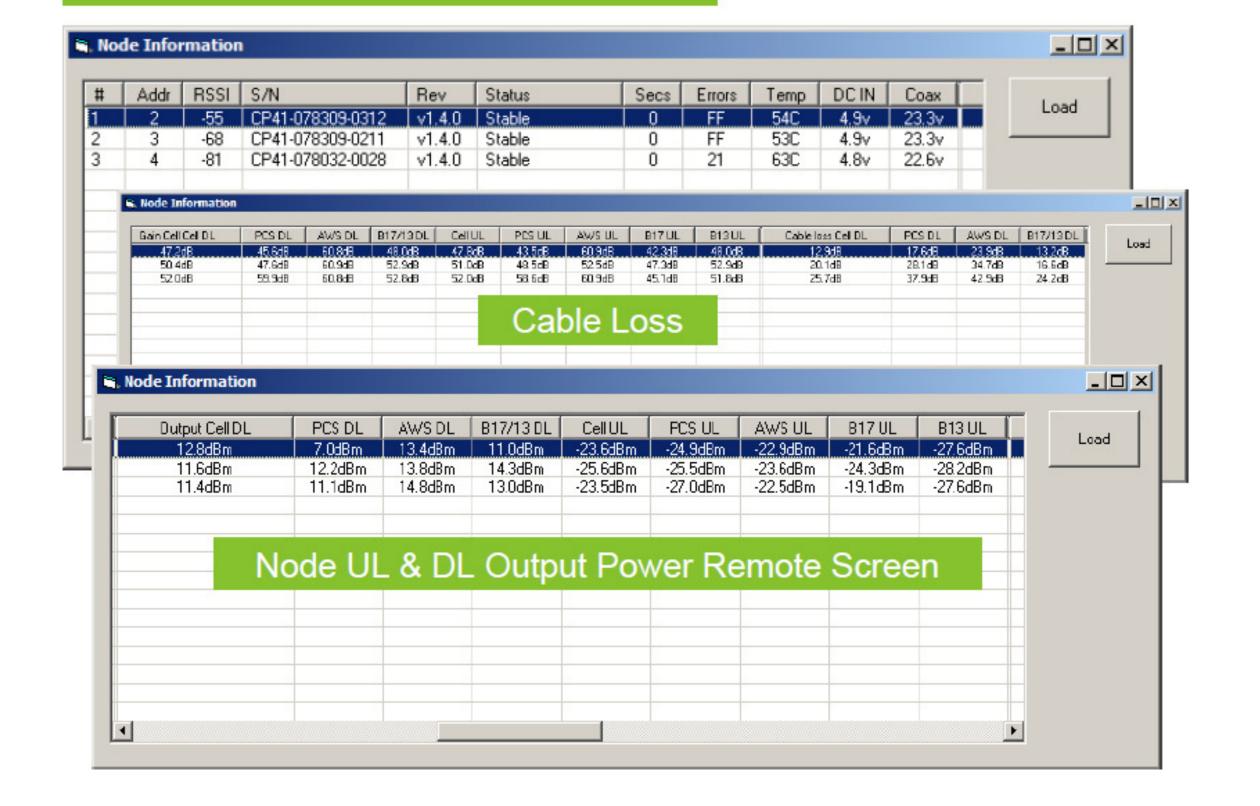
Test Results

Head-end Remote Screen



Head End Configuration

Remote Node Information



Initial 6/29/2016 Dan Rowe, PE
Preliminary: Not for Construction
1 11/13/2016 Dan Rowe, PE
Construction Release

roject name

Plan name

D.400 - System Configuration

Collin County - Myers Park

Remote Node Configuration

Equipment Description	Qty
HE4-001 Broadband Head-End including modem	1
CP4-001 Broadband Coverage Node	9
WDA-003 Broadband Donor antenna	1
In-Building Broadband Ceiling Mount Antenna	9
C4W-002 4-way splitter	3
Surge Arrestor	1
POC-001 12V power supply/power inserter	1
POC-002 24V power supply/power inserter	2
HE4-6V Head-End power supply	1
CC110-001 Jumper cable to antenna	9
J2-001 18" Jumper Cable	15
19" Wall Mounted Cabinet	1
RG11 Coaxial Cable	1500
F-type connectors	24
100' LMR400 pre-terminated donor cable (50 Ohm)	1
UPS	1

Revision history

Initial 6/29/2016 Dan Rowe, PE
Preliminary: Not for Construction
1 11/13/2016 Dan Rowe, PE
Construction Release

Project name

Collin County - Myers Park

D.102 - Equipment List



2300 Bloomdale Road Ste. 3160 McKinney, TX 75071

PLAN INDEX

D.100 Cover Sheet

D.101 Technical Data

D.102 Equipment List

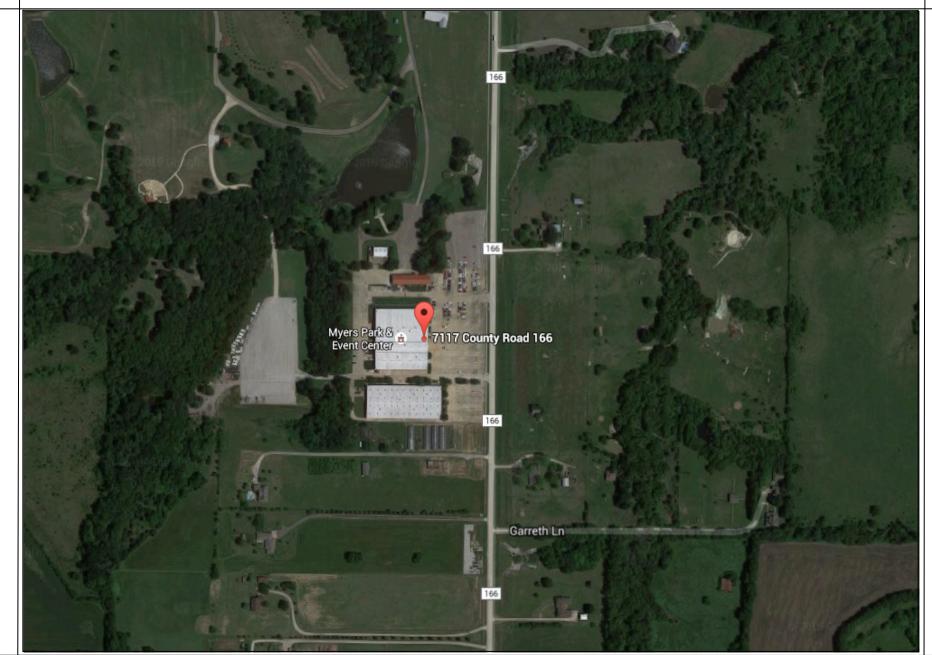
D.200 Design Plan

D.300 Floor 1

D.400 System Configuration

D.401 System Test Results

PROJECT SITE OVERVIEW



PROJECT SUMMARY INFORMATION

This project is persuant to the Collin County RFP ID: 2016-207 for installation of a Cellular Antenna System for the Myers Park Show Barn.

The distributed antenna systemm (DAS) vendor is Whoop Wireless LLC.

The DAS is designed to support wireless services from AT&T, Verizon Wireless, Sprint, & T-Mobile through the use of the Whoop Wireless LLC equipment. This equipment is a low-powered Bi-Directional Amplifier (BDA) system.

The system will be on a 1 hr battery back-up (BBU) unit from APC.

The head-end equipment, which consists of the HE4, BBU, and DC-power injectors, will be installed inside of a secured wall-mounted 6RU unit.

See sheet D.101 - Technical Data for all equipment used in this project.

PROJECT MEMBERS

iBWireless Solutions LLC Daniel Rowe P.E., Owner/Principal Engineer

214.924.5599 sales@ibwirelesssolutions.com

Collin County Texas

Mike Bush, Director of IT 972.548.4197

mbush@co.collin.tx.us

Sara Hoglund, Purchasing Department 972.548.4104

shoglund@co.collin.tx.us

Installation Sub-Contractor

Tom Washburn, RCDD Superior Fiber & Data Services, Inc. 972.245.6014 twashburn@sfdcabling.com

INSTALLATION INSTRUCTIONS

All RG11 coaxial cable runs to each CP4 shall be single runs from the headend equipment. See sheet D.300 for specific room location.

All RG11 coaxial cable shall be sweep tested for DTF (Distance to Fault: limit = 25dB) and RL (Return Loss: limit = 15dB)

All RG11 coaxial cable runs shall be attached to structural beams within the arena. All CP4/Antenna units are located on sheet D.300 in conjuction with structural beams.

All cables will be labeled on each end with the IDs shown on D.300.

The system donor antenna shall be oriented at approximately 170 degrees. Installer to contact iBWireless Solutions when ready to orient this antenna.

OTHER TRADE WORK INFORMATION

reliminary: Not for Construction
11/13/2016 Dan Rowe, PE

Collin County - Myers Park

Cover Sheet



Overview

The HE4 head-end controller is part of the Whoop Wireless Intelligent Distributed Antenna System (DAS). The HE4 head-end controller captures signals coming from RF sources and manages the distribution of these signals through-out a building using a network of CP4 coverage nodes. The CP4 coverage nodes are strategically placed within the building to provide reliable texting, data, and voice communications. The HE4 head end controller also provides local and remote access monitoring and status checking. The system supports Cellular, PCS, LTE and AWS mobile communications.

The major features include high speed data services, active system, extensive network monitoring and diagnostics, low power operation, network protection, and status reporting.

Major Features

- High Performance LTE data performance
- Clear voice calling Supports LTE, HSPA+, GSM, GPRS, EDGE, CDMA-2000, EV
- DO, WCDMA, and HSPA. Remote access and control
- Complete management of gain and power levels of all
- active elements of the in-building network
- RF source signal from donor antenna or small cell
- Frequencies range supported from 700 MHz to 2150 MHz
- · Comprehensive network protection Uplink sleep mode when no activity detected
- Extensive diagnostics during installation and operation
- Ultra-low power consumption . Dynamic self-optimizing network to ease installation and
- predictable system performance Built-in antenna coupling for reliable remote access

Major Networks Supported

AT&T, Verizon, Sprint and T-Mobile

Whoop Wireless LLC

Email: info@whoopwireless.com www.whoopwireless.com



Monitoring Features

- IP based remote access
- Adjustable downlink/uplink input power levels and gain Complete access to each
- active element of in-building
- · Power and damage detection
- Firmware version
- Remote upgrading Network protection
- Weak signal detection Built-in spectrum analysis
- Alarm trigger notification

Cable loss calculation

About Whoop Wireless

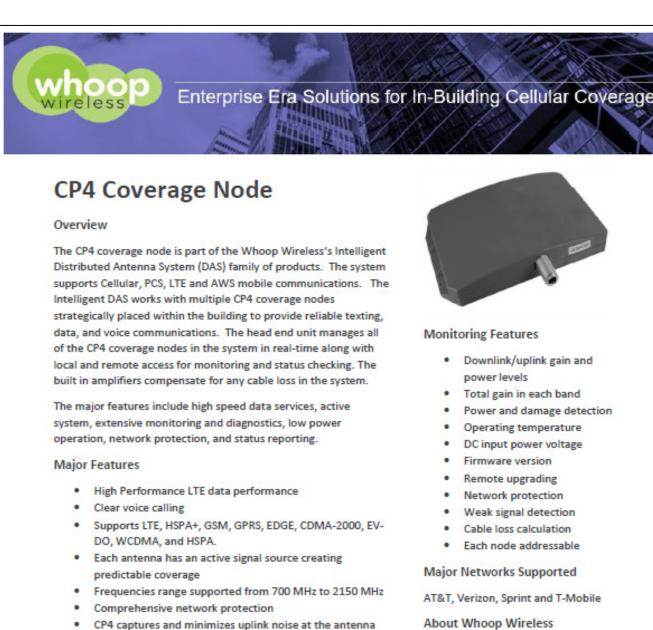
Fortune 500 companies.

Whoop develops high performance distributed antennas systems (DAS) that serve venues ranging from

20,000 SF up to 500,000 SF that are technically competitive in functionality and effectiveness to high-end DAS systems at a fraction of the cost. Customers include universities, hospitals, hotels and







 Uplink sleep mode active when no activity detected Signal integrity status reporting

- Ultra-low power consumption
- Dynamic self-optimizing network to ease installation and predictable system performance

Comprehensive diagnostics during installation and

 Up to 40 simultaneous users per node Flexible power options supporting standard AC 110V wall

Whoop Wireless LLC Phone: (888) 983-7381

Specifications Sheet

plugs or power over cable

Email: info@whoopwireless.com www.whoopwireless.com



Whoop develops high performance distributed antennas systems (DAS) that serve venues ranging from 20,000 SF up to 500,000 SF that are technically competitive in

functionality and effectiveness to high-end DAS systems at a fraction of the cost. Customers include universities, hospitals, hotels and Fortune 500 companies.



Specifications Sheet



Specifications Sheet

Specifications Sheet

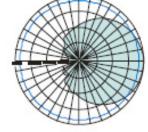
WDA-N03 698-960 MHz / 1700-2200 MHz

Mobile Broadband for Buildings

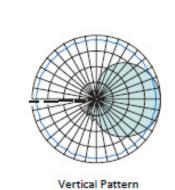


MULTI-BAND DONOR DIRECTIONAL ANTENNA

The WDA-N03 is an outdoor wideband directional mast mounted antenna. It is designed to provide an excellent cellular signal feed into the in-building system that is optimized for signal requirements at 698-960 MHz and 1700-2200 MHz supporting GSM, DCS, UMTS, HSPA, HSPA+, CDMA, CDMA-1X, EV-DO, LTE and public safety. The antenna features a light weight package with the survivability of up to 140 MPH winds.



Horizontal Pattern



Beam width @ 1/2 power Polarization type Max power Lightning protection Connector type Cable length Weight Dimension Radome material Color Working Temperature Mounting

Whoop Wireless LLC Phone: (888) 983-7381 Email: info@whoopwireless.com www.whoopwireless.com

Log Periodic Directional Antenna

Specifications 698-960 MHz, 1700-2200MHz Frequency range VSWR 1.6:1 Input impendence 50Ω

Peak Gain Beam width @ 1/2 power

8 ±0.5 dBi (698~950MHz) 9 ± 1 dBi (1700-2200MHz) 60° average AZ

White

-40°C to +60°C

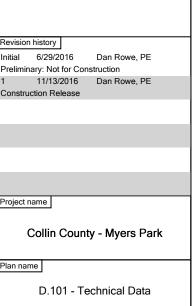
85° average EL Vertical 50W DC ground N-female 10" 2.64 lbs. 17.3"x8.3"x2.4" ABS

Mast mounting kit

WOA-N11 698-950 MHz / 1700-2500 MHz Ceiling Mount Antenna Mobile Broadband for Buildings MULTI-BAND CEILING MOUNTED OMNI-DIRECTIONAL ANTENNA The WOA-N11 is an indoor wideband omni-directional ceiling mounted antenna. It is designed to provide signal coverage that is optimized for indoor coverage requirements at 698-950 MHz and 1700-2500 MHz supporting GSM, DCS, UMTS, HSPA, HSPA+, CDMA, CDMA-1X, EV-DO, LTE, and public safety. The antenna features a radiated pattern that has been shaped to provide optimal performance from a ceiling Specifications Frequency range 698-950 MHz, 1700-2500MHz VSWR <1.6 50Ω Input impendence Peak Gain 3 ±0.5 dBi (698~950MHz) 4 ± 1 dBi (1700-2500MHz) Horizontal Plane Horizontal Pattern 115° (698~950MHz) Vertical Plane 90° (1700-2500MHz) Polarization type Vertical or horizontal 50W Max power DC ground Lightning protection Connector type N-female Cable length 307g Weight Diameter 6.5" × Height 4" installed Dimension Radome material ABS Vertical Pattern White Working Temperature -40°C to +60°C Flush mount with screw and anchor Mounting Whoop Wireless LLC Phone: (888) 983-7381 Email: info@whoopwireless.com www.whoopwireless.com

Smart-UPS Extended Run Rack/Tower Convertible 2U models SMX2200RMLV2U SMX3000RMLV2UN 800 W/750 VA 800 W/1000 VA 1200 W/1500 VA 1800 W/2000 VA 1980 W/2200 VA 2700 W/3000 VA Power capacity Nominal output voltage 47 - 53 Hz for 50 Hz nominal: 57 - 63 Hz for 60 Hz nominal Output frequency Wave form type Output connections (NEMA) (8) 5-15R Switched outlet groups Nominal input voltage 120 V 100 - 127 V Input voltage range for main operations (Max adjustable 82 - 144 V (75 - 154 V) 70 - 153 V Input frequency 50/60 Hz +/-3 Hz (auto sensing) 5-20P Batteries and runtime Battery type Maintenance-free sealed lead-acid battery with suspended electrolyte; leak proof Replacement battery (UPS) APCRBC116 APCRBC11 APCRBC117 External Battery Pack (XBP) SMX48RMBP2I SMX120RMBP2U Replacement battery (XBP) APCRBC115 APCRBC118 Typical backup time at varying Please refer to www.apc.com for runtime charts load conditions, and with external battery packs Communication and management Serial ((RJ45), USB, and SmartSlot Interface ports Alpha-numeric LCD display with LED status indicators; alarm on battery, distinctive low battery alarm and configurable delays Emergency power off (EPO) Physical Maximum height (inches 3.5 3.5 Maximum width (inches) 17.0 17.0 17.0 Maximum depth (inches) 19.0 19.0 26.3 26.3 26.3 19.0 Net weight (pounds) Conformance Regulatory UL 1778, CSA Warranty and equipment 3-year electronics, 2-years battery, and \$150,000 lifetime EPP protection policy **APC**





Specifications Sheet Specifications Sheet Specifications Sheet Specifications Sheet