

OPTION AND COMMUNICATION FACILITY LICENSE AGREEMENT

This OPTION AND COMMUNICATION FACILITY LICENSE AGREEMENT (“**License**”) is dated April 18, 2023 and is by and between Renegade Towers LLC, a California limited liability company (“**Licensee**”) whose address is 6710 Elverton Drive, Oakland, CA 94611 and the County of Storey, a Nevada body politic (“**Licensor**”) whose address is 26 South B Street, PO Box 190, Virginia City, Nevada 89440. The parties hereto agree as follows:

1. **Premises.** Licensor represents that Licensor owns the real property legally described in Exhibit “A” with an address of 8665 USA Parkway, a portion of Sections 27 and 28, T19N R23E, M.D.M., Lot 2017-49, State Route 439, McCarran area, Storey County, Nevada and an APN of: 004-171-24 (“**Property**”). Subject to the following terms and conditions, Licensor grants to Licensee an option to license that portion of the Property depicted in Exhibit “B”, including any applicable easements for access and utilities (the “**Premises**”).

2. **Option.**

(a) **Option Fee.** In consideration of Two Thousand Dollars (\$2,000.00) (“**Option Fee**”) to be paid by Licensee to Licensor within thirty (30) days after full execution of this License, Licensor hereby grants to Licensee the exclusive right and option (“**Option**”) to license the Premises in accordance with the terms and conditions as set forth herein.

(b) **Option Period.** The Option may be exercised by Licensee at any time on or prior to April 30, 2024 (“**Option Period**”). At Licensee’s election, the Option Period may be extended prior to its expiration for Two (2) additional twelve (12) month option periods with the payment by Licensee to Licensor of Two Thousand Dollars (\$2,000.00) for each option extension. If Licensee fails to exercise the Option within the Option Period, the Option shall terminate, all rights and privileges granted hereunder shall be deemed surrendered, and Licensor shall retain all money paid for the Option. Licensee may exercise the Option at any time during the Option Period by written notice (“**Option Notice**”) to Licensor. The Option Notice shall be deemed effective on the date it is posted and, once provided, this License shall constitute a License between Licensor and Licensee on the terms and conditions contained herein. The Option may be sold, assigned or transferred at any time by Licensee.

(c) **Inspections and Surveys.** During the Option Period and term of this License if the Option is exercised, Licensor shall permit Licensee and Licensee’s employees, agents and contractors ingress and egress to and from the Property in order to conduct structural strength analyses, subsurface boring tests, environmental inspections, radio frequency tests, and such other tests, investigations and similar activities (collectively, the “**Inspections**”) as Licensee may deem necessary or desirable. All Inspections shall be performed at the sole cost of Licensee and Licensee will notify Licensor of any proposed Inspections. Licensee and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the Property to conduct such tests, investigations and similar activities. Licensee shall indemnify and hold Licensor harmless against any loss or damage for personal injury or physical damage to the Property or the property of third parties resulting from any Inspections. Licensor also hereby grants to Licensee the right to: (i) survey the Property; and (ii) obtain a title report from a title insurance company of its choice.

(d) **Governmental Approvals.** During the Option Period and term of this License if the Option is exercised, Licensor agrees, at no expense to Licensor, to cooperate with Licensee, in making application for and obtaining all licenses, permits and any and all other approvals that may be required or desirable for Licensee’s intended use of the Premises.

(e) **Utility Services.** During the Option Period and term of this License if the Option is exercised, Licensor shall cooperate with Licensee in Licensee’s effort to obtain utility service pursuant to

paragraph 6(d) below.

3. **Use.** The Premises may be used by Licensee for any lawful activity in connection with the provisions of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities.

4. **Term.** The initial term of this License shall be Five (5) years (“**Initial Term**”) commencing upon the Option Notice (“**Commencement Date**”) and expiring at midnight on the fifth anniversary of the Commencement Date. Licensee shall have the right to extend the Initial Term of this License for five (5) additional terms of Five (5) years each (“**Renewal Term**”). Collectively, the Initial Term and Renewal Terms shall be the “Term”. The terms and conditions for the Renewal Term shall be the same terms and conditions of this License, except that the Rent shall be increased as set forth below. The Term shall automatically be extended for each successive Five (5) year Renewal Term unless Licensee notifies Licensor in writing of Licensee’s intention not to extend this License at least thirty (30) days prior to the expiration of the Initial Term or Renewal Term, as applicable.

5. **Rent.**

(a) Upon the Commencement Date, Licensee shall pay Licensor, as rent, the sum of One Thousand Eight Hundred Dollars (\$1,800.00) (“**Rent**”) per month. Rent shall be payable to Licensor at Licensor’s address specified at the beginning of this License or as otherwise provided to Licensee in writing.

(b) If the Commencement Date is other than the first day of a calendar month, Licensee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Licensee shall pay a full month’s Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this License, or if this License is terminated before the expiration of any month.

(c) Rent shall be increased annually on each anniversary of the Commencement Date by three percent (3%) throughout the Term and any Renewal Term.

6. **Improvements; Access.**

(a) Upon the Commencement Date, Licensee shall have the right to construct, maintain, install, repair and operate on the Premises a radio communications facility, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, radio frequency transmitting and receiving antennae and supporting structures and improvements (“**Licensee’s Facility**”). In connection therewith, Licensee has the right to do all work necessary to prepare, add, maintain and alter the Premises for Licensee’s communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. Licensee shall have the right to install any warning signs on or about the Premises required by federal, state or local law. All of Licensee’s construction and installation work shall be performed in a good and workmanlike manner. Title to Licensee’s Facility and any equipment placed on the Premises by Licensee shall be held by Licensee. Licensee’s Facilities shall not be considered fixtures.

(b) Licensor shall provide Licensee, Licensee’s employees, agents, contractors, subcontractors, licensees and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Licensee. Licensor represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Licensee to the extent required to

construct, maintain, install, and operate Licensee's Facility on the Premises. Licensee's exercise of such rights shall not cause undue inconvenience to Licensor.

(c) Licensor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow reasonable access. Licensor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Licensee's use of such roadways. If Licensee causes any such damage, it shall promptly repair same.

(d) Licensee shall have the right to install utilities, at Licensee's expense, and to improve the present utilities on or near the Premises including, but not limited to, the right to install emergency back-up power. Subject to Licensor's approval of the location, which approval shall not be unreasonably withheld, conditioned or delayed, Licensee shall have the right to place utilities on (or to bring utilities across) the Property in order to service the Premises and Licensee's Facility. Upon Licensee's request, Licensor shall execute recordable easement(s) evidencing this right. If an easement is conveyed by Licensor to Licensee, it shall terminate upon the expiration or earlier termination of this License. Licensee shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Licensee's Facilities.

(e) Within sixty (60) days after the expiration, cancellation or termination of this License, Licensee shall remove its Facility and shall surrender the Premises to Licensor in good condition, less ordinary wear and tear; provided, however, Licensee shall not be required to remove any foundation, cables, or wires that exist twenty-four (24) inches or more below grade.

7. Interference with Communications.

(a) Licensee's Facility shall not disturb the communications configurations, equipment and frequency that exist on Licensor's Property on the Commencement Date ("Pre-existing Communications") and Licensee's Facilities shall comply with all non-interference rules of the Federal Communications Commission.

(b) Licensor shall not permit the use of any portion of the Property in a way that interferes with the use of the Premises described in Paragraph 3 above. Such interference with Licensee's communications operations shall be deemed a material breach by Licensor, and Licensor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Licensee, and therefore, Licensee shall have (i) the right to bring action to enjoin such interference and (ii) the right to terminate the License immediately upon notice to Licensor, in addition to any other rights or remedies at law or in equity.

(c) As a material inducement for Licensee entering into this License, Licensor agrees that Licensor shall not license, license nor permit its licensees, licensees or invitees to construct, install or operate a communication facility on the Premises subsequent to the date of this License without the prior written consent of Licensee, which may be withheld in Licensee's sole reasonable discretion.

8. Taxes. Licensee shall pay personal property taxes assessed against Licensee's Facility and Licensor shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises or this License.

9. Default and Termination.

(a) This License, in addition to any other remedies which may be pursued in law or in equity, may be terminated by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of such default.

(b) This License may also be terminated by Licensee without further liability on thirty (30) days prior written notice (i) if Licensee is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Licensee from installing, removing, replacing, maintaining or operating Licensee's Facilities or using the Premises in the manner described in Paragraph 2 above; or (ii) if Licensee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference.

10. Destruction of Premises. If the Premises or Licensor's Property is destroyed or damaged so as in Licensee's judgment, to hinder its effective use of the Property, Licensor shall make available to Licensee within five (5) days a temporary site on Licensor's Property which is equally suitable for Licensee's use. Licensee may construct, operate, and maintain substitute Licensee's Facilities thereon until Licensee's Facility is fully restored and operational on the Premises. Rent shall abate in full during any time that Licensee is unable to operate Licensee's Facility or temporary facilities on the Property. Alternatively, Licensee may elect to terminate this License as of the date of the damage or destruction by so notifying Licensor no more than thirty (30) days following the date of damage or destruction.

11. Condemnation. If a condemning authority takes all or a portion of Licensor's Property, which in Licensee's opinion is sufficient to render the Premises unsuitable for Licensee's use, then Licensee may terminate this License as of the date when possession is delivered to the condemning authority. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

12. Insurance. Licensee shall maintain the following insurance: (i) Commercial General Liability with limits of \$1,000,000.00 per occurrence, covering Licensee's use, occupancy and operations on the Premises; and (ii) Workers Compensation as required by law. Licensee shall name Licensor as an additional insured with respect to the above Commercial General Liability insurance.

13. Assignment/Sublicense. Licensee will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Licensor's consent, to: (a) any Affiliate of Licensee, or (b) any entity with a net worth of at least Twenty Million Dollars (\$20,000,000). Upon notification to Licensor of such assignment, transfer or sale, Licensee will be relieved of all future performance, liabilities and obligations under this Agreement. Licensee shall have the right to sublicense the Premises, in whole or part, without Licensor's consent. Licensee may not otherwise assign, sell, or transfer this Agreement without Licensor's consent, Licensor's consent not to be unreasonably withheld, conditioned or delayed.

14. Title and Quiet Enjoyment. Licensor represents and warrants that it has full right, power, and authority to execute this License. Licensor further warrants that Licensee shall have quiet enjoyment of the Premises during the Term of this License or any Renewal Term with the proviso that Licensor's use, maintenance of the Property or own equipment on the Property shall not constitute a violation of the Licensee's right to quiet enjoyment.

15. Repairs. Licensee shall not be required to make any repairs to the Premises except for damages to the Premises caused by Licensee, its employees, agents, contractors or subcontractors.

16. Environmental.

(a) Licensor represents: (i) that the Property has not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes; and (ii) that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on or near the Premises. Licensor shall treat all hazardous

materials, hazardous substances or hazardous wastes brought onto the Property or Premises by it in accordance with all federal, state and local laws and regulations.

(b) Licensee shall not bring any hazardous materials, hazardous substances or hazardous wastes onto the Property or Premises except for those common materials used in telecommunications operations (e.g. cleaning solvents and batteries). Licensee will treat all hazardous materials brought onto the Premises by it in accordance with all federal, state and local laws and regulations.

(c) Each party shall indemnify, defend, protect and hold the other party harmless from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expenses (including attorneys' fees) arising as a result of a breach of this paragraph 16. The indemnification under this Section 16 shall survive the expiration or earlier termination of this License.

17. Notices. All notices shall be: (i) in writing; (ii) to the address given at the beginning of this License (or to the address specified in the most recent written notice of any change in address); (iii) with delivery by hand, U.S. mail return receipt requested or reliable overnight courier.

18. Miscellaneous

(a) The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Licenser shall obtain for the benefit of Licensee a reasonable Non-Disturbance Agreement from the present and any future mortgagee(s) or holder(s) of a deed of trust confirming that Licensee's right to quiet possession of the Premises during this License shall not be disturbed, so long as Licensee is not in default under this License.

(c) If any provision of the License is invalid or unenforceable with respect to any party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extent permitted by law.

(d) Terms and conditions of this License which by their sense and context survive the termination, cancellation or expiration of this License will so survive.

(e) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information about this license as the other may reasonably request.

(f) This License shall be governed under Nevada law and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(g) Upon request either party may require that a Memorandum of License be recorded confirming the (i) License commencement, (ii) expiration date of the Term, and (iii) the duration of any Renewal Terms.

(h) This License constitutes the entire License between the parties, and supersedes all understandings, offers, negotiations and other licenses concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this License must be in writing and executed by both parties.

19. Right of First Refusal. If at any time after the date of this License, Licenser receives a bona fide written offer from a third party seeking: (i) an assignment of the rental stream associated with this License; (ii) to purchase a portion of the Premises; (iii) or a grant of an easement for any area on the Premises are located ("**Rent Purchase Offer**") which Licenser desires to accept, Licenser shall immediately furnish Licensee with a written copy of the Rent Purchase Offer. Licensee shall have the

right within thirty (30) days after Licensee receives such copy and representation to match the Rent Purchase Offer. If Licensee agrees in writing to match the terms of the Rent Purchase Offer within the thirty (30) day notice period, such writing shall be binding upon Licensor and Licensee and Licensee shall have sixty (60) days to complete such transaction on the agreed upon terms. If Licensee chooses not to exercise this right or fails to provide written notice to Licensor within the thirty (30) day period, Licensor may assign, transfer or grant the rights pursuant to the Rent Purchase Offer, subject to the terms of this License. Should Licensor assign, grant, transfer, or sell its interest in the License or a portion of the Property occupied by Licensee to a third party, such assignment, sale or grant of an easement or interest therein shall be under and subject to this License and any such purchaser or transferee shall recognize Licensee's rights hereunder under the terms of this License.

IN WITNESS WHEREOF, the parties have entered into this License effective as of the date first above written.

LICENSEE: Renegade Towers LLC, a California limited liability company

By: _____ **Date:** _____
Name: Michael C. Miller
Title: Managing Member

LICENSOR: Storey County, a Nevada body politic

By: _____ **Date:** _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF LICENSOR'S PROPERTY

An Access Easement situate within the Southeast-One-Quarter (SE ¼) of Section Twenty-Eight (28) and the Southwest-One-Quarter of Section Twenty-Seven (27), Township Nineteen North (T19N), Range Twenty-Three East (R23E), M.D.M, lying within the County of Storey, State of Nevada, lying fifty (50') feet on each side of the following described centerline:

PARCEL 1 .

A One Hundred-foot (100') foot wide access easement, BEGINNING at a point on the east right-of-way of USA Parkway, a two-hundred and fifty (250') foot wide right-of-way, said point bearing North 50°11'11" West, 917.25 feet from the Southwest-One-Quarter of said Section Twenty-Seven as shown on that "Record of Survey for Tahoe-Reno Industrial Center, LLC", File No. 125044, recorded December 8, 2016, Official Records, Storey County, Nevada;

THENCE North 34°46'17" East, 162.02 feet;
THENCE North 14°46'22" East, 952.44 feet;
THENCE South 82°38'58" East, 561.44 feet;
THENCE North 32°01'10" West, 396.14 feet;
THENCE North 80°40'19" East, 388.86 feet;
THENCE South 53°02'42" East, 692.65 feet;
THENCE North 52°08'40" East, 76.35 feet to a point to be referred to as "Point A";

PARCEL 2

A One Hundred (100') foot by One Hundred (100') foot wide parcel of land described as follows:

BEGINNING at said "Point A"
THENCE North 00°00'00" East, 50.00 feet;
THENCE North 90°00'00" East, 100.00 feet;
THENCE South 00°00'00" East, 100.00 feet;
THENCE South 90°00'00" West, 100.00 feet;
THENCE North 00°00'00" East, 50.00 feet to said "Point A";

Containing 10,000 square feet, more or less.

The basis of bearings for this description is identical to those bearings as shown on said Record of Survey Map No. 125044.

Also known as APN: 004-171-24

**EXHIBIT B
DESCRIPTION OF PREMISES**

The Premises will consist of approximately 10,000 square feet (approximately 100 feet by 100 feet) in the general location as described/shown in this exhibit. The parties acknowledge that Licensee shall have the right to retain the services of a surveyor and A&E firm to complete a site plan (“Site Plan”) specifically showing the licensed area and improvements such as Licensee’s tower structure, antennae locations, equipment shelter locations, and cables and utility runs across Licensor’s Property.

The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below and on the Site Plans, are approximate only and may be adjusted or changed by Licensee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Licensor’s Property.

Image 1 of 2:

Renegade Towers License area.



Image 2 of 2:

Renegade Towers License
area.

