

LICENSE AGREEMENT

THIS AGREEMENT, hereinafter referred to as "License" or "Agreement", is made this ___ day of _____, 20____ (hereinafter referred to as "Effective Date"), by and between the City of Pensacola, Florida ("City" or "Licensor"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and Quantum Wireless Networks, LLC ("Quantum" or the "Licensee"), a Delaware limited liability company whose principal place of business is 1819 Peachtree Road NE, Suite 510, Atlanta, Georgia 30309, (the City and Licensee collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Pensacola International Airport (hereinafter referred to as "Airport" or the "Property") located at 2430 Airport Boulevard, Pensacola, Florida 32504 in Escambia County, Florida, for the use and benefit of the public; and

WHEREAS, Licensee is a non-concessionaire business wishing to install and operate a distributed antenna system or "DAS"; repeater system; remote radio heads; microcells, picocells, femtocells, or other "small cells"; rooftop antenna sites; towers; or any other temporary or permanent infrastructure or technology that provides wireless services (collectively "Wireless Network") to the public; and

WHEREAS, Licensee has submitted a proposal for a non-exclusive DAS which is satisfactory to the City.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged by the parties, and of the mutual covenants and agreements herein contained, the City and Licensee do hereby mutually undertake, promise, and agree, each for itself and its successors and assigns, as follows:

ARTICLE I. RECITALS

The recitals contained above are declared by the Parties to be true and correct and are incorporated into this Agreement.

ARTICLE II. RESERVED

ARTICLE III. GRANT OF LICENSE; LICENSED PREMISES

The City hereby grants the Licensee the following (collectively, the "Licensed Premises"):

(a) An exclusive license to use the Head End Space (defined below) and certain other areas within the Airport Terminal Building ("Terminal") for the purpose of installing microcell(s), rerad(s) or other similar or comparable in-building radio-distribution devices ("IBRDs") and the installation of antennas serving such IBRDs ("IBRD Antennas"); together with

(i) A non-exclusive license to existing spaces within the Terminal for cables, fibers or the equivalent connecting such IBRDs and IBRD Antennas, whether through conduit or otherwise, including any and all of the following areas for the placement of any Equipment which QUANTUM deems necessary or useful for the operation, maintenance and future upgrades to the Wireless Network: (a) all risers, raceways, conduits, cable pathways, and interior ceiling and wall areas of any building or structure on the Property; (b) all existing utility, telecommunications, and mechanical rooms or closets on each floor of any building or structure in the Terminal; (c) all existing access and utility easements from a public way to the Head End Space, including easements for a dedicated fiber line for one or more Carriers from a location off the Property into the Head End Space and/or other Equipment locations; and (d) all areas on existing building rooftops, parapet walls, or other exterior surfaces on the Terminal. City additionally grants QUANTUM a temporary license to utilize certain portions of the Property approved by City as construction staging areas. Notwithstanding the non-exclusive nature of a portion of the Licensed Premises described above, QUANTUM and City agree that once QUANTUM has placed or installed Equipment in any such non-exclusive areas, the location of such installed Equipment shall not be subject to change or disruption by City except as stipulated in Article XXXIV. The foregoing sentence shall not preclude QUANTUM, with prior approval of the City, from moving any such placed Equipment to another non-exclusive area of the Licensed Premises in QUANTUM's direction, at which point the new location of the newly placed or moved Equipment shall not be subject to change or disruption by City except as stipulated above. As used herein, the term "Equipment" means all antennas, transmitters, cable, fiber, "head-end" equipment, the IBRD System (defined below) and any other equipment which QUANTUM deems necessary or useful for the operation of the Wireless Network.

(ii) The IBRDs and IBRD Antennas and the connecting cables fibers or equivalent and any other related equipment installed hereunder are the "IBRD System" or the "System". The IBRD System components and design principles are described on Exhibit A attached hereto and made a part hereof. Any microcells, cable runs or other aspects of the IBRD System installed by Licensee shall be for Licensee's exclusive use only.

(b) Licensee shall not use, nor permit others to use, the Licensed Premises for any purpose other than the services and activities authorized by this License unless the City authorizes Licensee, in writing, to use the Licensed Premises for said additional

purposes.

(c) The City agrees to provide Licensee, its employees and/or agents access to the Licensed Premises during regular business hours for the purpose of designing, constructing, installing, upgrading, maintaining and repairing the IBRD System and testing of the radio frequency coverage of the area. In the event of an emergency, Licensor will provide Licensee with access to the Licensed Premises. The foregoing shall not release Licensee from the Airport Security ID Badging requirements of Article VIII.

(d) Licensee agrees that no oils, petroleum products, synthetic lubricants, gasoline, solvents, or hazardous materials may be permanently or temporarily stored on the Licensed Premises. This provision does not prohibit Licensee from using or keeping on-site equipment or components that are commonly used to support telecommunication services such as electronic components and back-up power batteries even if such items contain components or substances that are classified as hazardous or which are otherwise regulated under environmental laws.

(e) QUANTUM will select a central room or other location at the Terminal for the main radio units, utility connections, and other “head end” Equipment of the Wireless Network (“Head End Space”). The location of the Head End Space shall be subject to City’s approval, which shall not be unreasonably withheld, conditioned or delayed. Following City’s approval of the Head End Space, drawings showing the approved location will be attached to this Agreement as Exhibit B.

(f) In the event QUANTUM desires to modify or upgrade the Wireless Network, and QUANTUM requires additional space for the Head End Space within the Terminal (the “Additional Premises”) for such modification or upgrade, City agrees to use its best efforts to find additional space upon the same terms and conditions set forth herein and without increase to the Monthly fee. City agrees to take such actions and enter into and deliver to QUANTUM such documents as QUANTUM reasonably requests in order to effectuate and memorialize the addition of the Additional Premises to QUANTUM, including the right to use the space surrounding the Additional Premises for the Permitted Uses (as defined below).

ARTICLE IV. DUE DILIGENCE PERIOD

The due diligence period will commence on the Effective Date and continue for a period of twelve (12) months (“Due Diligence Period”). During the Due Diligence Period, QUANTUM may perform all due diligence that it deems necessary to determine the suitability of the Airport for the permitted uses outlined in Article III, secure contracts with wireless telecommunications companies (each a “Carrier”) for use of the System (each respective company’s contract a “Carrier Contract”), and design the Wireless Network. Notwithstanding anything to the contrary set forth herein, QUANTUM may terminate this Agreement in its sole discretion at any time during the Due Diligence Period upon written notice to City, in which event, neither party shall have any further rights or obligations under this Agreement. If the Due Diligence Period expires without QUANTUM entering into its first Carrier Contract, this Agreement shall automatically terminate; provided,

however, that nothing in this Agreement shall prevent City and QUANTUM from extending the Due Diligence Period, in writing, prior to its expiration.

ARTICLE V. TERM

(a) Initial Term. The initial term of this Agreement will be ten (10) years and subject to earlier termination pursuant to the terms and conditions of this License. The initial term will commence on the first (1st) day of the month following the date that QUANTUM delivers equipment to the Airport or has equipment delivered to the Airport to commence installation of the Wireless Network (“Term Commencement Date”); provided, however, if QUANTUM is delayed in promptly completing the installation of the Wireless Network due to City’s actions or inactions (including failure to timely respond or grant needed access), the number of days by which installation was delayed due to City’s actions or inactions will be added to the initial ten (10) year term.

(b) Renewal Terms. This Agreement will be automatically renewed for two (2) terms of five (5) years each unless either QUANTUM or City has given written notice to the other at least ninety (90) days prior to the expiration of the then current term of its intention not to renew the Agreement.

ARTICLE VI. HOLDING OVER

If Licensee remains in possession of the Licensed Premises after the expiration or termination of this License without written renewal thereof, such holding over shall not be deemed as a renewal or extension of this License but shall create only a license to use from month to month which may be terminated at any time by the City upon thirty (30) days written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this License.

ARTICLE VII. FEES & CHARGES

The Licensee shall pay to the City, for the right to install and operate the IBRD System in accordance with the terms and conditions of this Agreement, the following:

(a) Carrier Payments. Quantum will pay the City as follows:

(i) First Carrier Payment. A one-time fee of Seventy-Five Thousand Dollars (\$75,000) (“First Carrier Payment”), which amount shall be paid by QUANTUM to City within thirty (30) days following the date that the first Carrier commences operation on the Wireless Network (excluding testing periods).

(ii) Additional Carriers Monthly Fee. Following the Term Commencement Date, a monthly fee of Five-Hundred Dollars (\$500) for each additional Carrier that pays rent or fees to QUANTUM for use of the Wireless Network, collectively (the “Monthly fee”), on or before the tenth (10th) day of each calendar month. For the avoidance of doubt and by way of example only, in the event there is only one (1) Carrier using the Wireless Network, Quantum shall pay the First Carrier Payment, and the Monthly fee shall be \$0;

however, should there be added a second Carrier during the term, the Monthly fee will increase to \$500 in the month immediately following the addition of the second Carrier to the Wireless Network. Likewise, if a Carrier Contract is terminated or a Carrier otherwise elects to no longer use the Wireless Network, the Monthly fee shall decrease by the monthly amount attributed to said Carrier beginning in the month immediately following said Carrier's cessation of use of the Wireless Network; provided, however, that, only in the case of a merger or acquisition between two Carriers who are then-currently using the Wireless Network and for no other reason, if a second Carrier is merged or acquired into the first Carrier, QUANTUM shall still be required to pay the \$500 per month for the second Carrier for the duration of the initial term of the Carrier Contract with the second Carrier, provided that payments continue to be made pursuant to the applicable Carrier Contract(s).

Payments required under this Agreement which are not received when due shall accrue interest at the rate of one and one-half percent (1.5%) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to accrued interest and then to principal.

ARTICLE VIII. TERMINAL ACCESS

(a) Access. City covenants and agrees with QUANTUM that at all times from the Effective Date and during the term and all renewals thereof that the authorized personnel of QUANTUM, Carriers (including prior to entering into a Carrier Contract for purposes of testing, determining suitability of the venue and other preparatory purposes), and their employees, contractors, licensees and agents shall have twenty-four (24) hour per day, seven (7) day per week access to the Terminal to conduct any activities consistent with this Agreement, including without limitation access to common areas and facilities of the Property such as designated non-public parking spaces, restrooms, lobbies, elevators, escalators and stairways, and the rooftop of the Terminal. QUANTUM will use commercially reasonable efforts to notify City's access contact (as specified by City from time to time upon written notice to QUANTUM) by phone or email prior to access; provided, however, that QUANTUM's failure or inability to reach City's access contact shall not preclude or otherwise limit the access of QUANTUM, the Carriers and their contractors from having access to the Terminal as described herein. City covenants and agrees that QUANTUM, Carriers, and their contractors shall not be required to pay any fee to access the Property other than fees associated with issuance and possession of Airport Security ID Badges as outlined below.

(b) Airport Security ID Badges. In performing all contract work within the Security Identification Display Area (SIDA) of the Airport, Licensee, its Carriers and their contractors, licensees and agents shall obtain all appropriate airport security ID badges to be issued by Pensacola International Airport Access Control Office or be under the escort of appropriately badged individuals. The City agrees to issue such ID badges promptly upon request of QUANTUM. The Licensee agrees to observe all security requirements of Transportation Security Administration (TSA) 49 CFR 1542, and the Airport Security Program, as may be applicable, and as the same may, from time to time, be amended,

and to take such steps as may be necessary or directed by the City to ensure that employees, invitees, agents, and guests observe these requirements. Licensee shall ensure all personnel working under the provisions of this Agreement must qualify for, wear and exhibit a security identification badge issued by the Airport. Licensee shall ensure individuals requiring badges submit fingerprints for verification of past criminal history. All security badges shall remain the property of the Airport and shall be surrendered by Licensee to City upon termination of employment or upon the termination of this Agreement.

Licensee acknowledges and agrees that badge issuance is subject to successful completion of fingerprint-based criminal history background check, TSA security threat assessment, and completion of security training. The Licensee is responsible for completing and submitting all necessary documentation required for badge issuance. The City agrees to act promptly in the issuance of badges, and Licensee acknowledges and agrees this process may take up to six (6) weeks to complete. Licensee acknowledges and agrees the current fee to be paid by Licensee to the City to obtain a background check and ID badge is \$55.00 and that the replacement fee for lost badges is \$110.00. Further, Licensee acknowledges and agrees that these rates are subject to change by the Airport. Licensee shall be responsible for the return or destruction of all ID badges at the end of this Agreement, and agrees to return or destroy any and all ID badges if directed to do so by the Airport Director after termination of this Agreement.

(c) Adequate Parking. Designated on-site parking shall be provided to QUANTUM and the Carriers, and their respective employees, agents, and subcontractors, when such parties require or desire to be at the Airport in connection with this Agreement and the design, installation, construction, maintenance, operation, repair and/or replacement of the Wireless Network. Such designated parking shall be at no cost to QUANTUM, the Carriers, or their respective employees, agents, and subcontractors.

ARTICLE IX. PLAN APPROVAL AND INSTALLATION

(a) City Plan Approval. Prior to the installation or modification of the Equipment for the Wireless Network, QUANTUM will submit to City written plans and/or diagrams describing the locations for the Equipment on the Airport ("Plans"). The Plans shall be subject to City's prompt review and approval, which shall not be unreasonably withheld, conditioned or delayed. In the event that the City does not respond to Plans submitted by QUANTUM for approval or disapproval within thirty (30) days of transmission by QUANTUM, such Plans will be deemed approved. Following City's initial approval of the Plans and the execution of at least one Carrier Contract, Quantum may commence installation of the Equipment and further approval of City shall not be required for (i) minor modifications to the Plans; (ii) maintenance, repairs, upgrades, or replacement of all or any component of the Wireless Network or (iii) the addition, modification, or reconfiguration of any Equipment in the Head End Space.

(b) Required Approvals. QUANTUM, or the Carriers, as the case may be, will maintain in effect any applicable licenses, permits, or approvals required by any government agency, including the FCC or any other state regulatory commission

requirements for the Permitted Uses (collectively, the “Required Approvals”). City will execute any applications or letters of authorization within ten (10) business days of a request without requiring QUANTUM to pay any administrative fees, and will cooperate with QUANTUM and Carriers to obtain any Required Approvals.

(c) Installation of Wireless Network. Installation of the Wireless Network may commence after execution of the first Carrier Contract. The Wireless Network will be installed in a good and workmanlike manner in accordance with (i) the Plans; (ii) any Required Approvals; and (iii) any applicable laws, rules, regulations applicable to the Property or the Wireless Network, including all environmental laws and those laws promulgated by the FCC and any state regulatory commission (collectively, “Applicable Law”).

(d) Expansion of Wireless Network. If City intends to perform additions to existing Terminal, City will notify QUANTUM of its plans as soon as possible and allow QUANTUM to determine the feasibility of expanding the Wireless Network during City’s construction. If QUANTUM, in its sole discretion, decides to expand the Wireless Network in conjunction with City’s work, City and QUANTUM may amend the Agreement in writing to redefine the Licensed Premises, Fees & Charges and terms. Nothing in this paragraph obligates QUANTUM to expand the Wireless Network.

ARTICLE X. IMPROVEMENTS

(a) During the term of this License, Licensee shall have the right to construct, at its own expense, improvements, alterations, or additions to the Licensed Premises to facilitate and further the authorized usage of the Licensed Premises, provided that:

(i) the proposed improvements and alterations are submitted to the City for its prior review;

(ii) the City determines, acting reasonably, that the proposed improvements and alterations will be consistent with the Airport's Master Plan, land use plan and architectural design and quality of construction in effect at the time of construction; and

(iii) the improvements, alterations, and additions are to be constructed by qualified and licensed contractors and subcontractors.

(b) Licensee shall construct all improvements and additions to the Licensed Premises at its own expense. Although the City has the right to review proposed improvement plans, and veto the plans if the plans are inconsistent with the airport development plans or construction quality and design control, pursuant to the standards set forth above, if the City does not veto said improvement plans (it being understood that such plans shall be deemed approved if not vetoed within ten (10) days after transmission by QUANTUM), and Licensee thereafter constructs the improvements, the improvements shall be commissioned and constructed at Licensee's sole initiative and behest, and nothing herein shall be construed as an agreement by City to be responsible for paying

for the improvements, and neither the Licensed Premises, nor the City's interest in said Licensed Premises or any improvements constructed thereon, shall be subjected to a mechanic's lien for any improvements constructed by Licensee hereunder.

(c) Where the cost of improvements exceeds \$100,000, the City may require Licensee to post a bond or other security acceptable to the City guaranteeing payment for construction of the improvements, as a condition precedent to the commencement of construction of the improvements.

(d) Licensee shall be responsible for assuring that all of the improvements, alterations and additions to the Licensed Premises are constructed in accordance with applicable local, state and federal law. Licensee shall reimburse the City for all costs and expenses, including attorney's fees, the City incurs:

(i) as a result of the fact that the improvements, additions, or alterations do not comply with local, state and federal law;

(ii) in defending against, settling or satisfying any claims that the City is responsible for paying for improvements commissioned by Licensee hereunder;

or

(iii) in defending against, settling or satisfying any mechanic's lien claims, asserted as a result of unpaid-for improvements commissioned by Licensee hereunder.

Should Licensee construct improvements, alterations, or additions without fulfilling its obligations hereunder, Licensee shall remove said improvements, alterations, or additions if so directed by the City, and shall do so at its own expense and within the time limits specified.

(e) QUANTUM Maintenance. QUANTUM, without the prior consent of City, may repair, replace and maintain in reasonable condition: (i) the Head End Space, and (ii) the Wireless Network. Subject to the terms regarding release and waiver of subrogation hereunder, QUANTUM will be responsible for the costs of any damage to the Property to the extent attributable to the actions of QUANTUM and Carriers and their agents and contractors that are inconsistent with this Agreement.

(f) City Maintenance. City, at its sole cost and expense, shall be responsible for repairing and maintaining in reasonable condition all portions of the Property, including those portions that are necessary for the Permitted Uses. Subject to the terms regarding release and waiver of subrogation hereunder, City shall be responsible for the costs of any damage to the Licensed Premises, the Equipment, or the personal property of QUANTUM and Carriers attributable to the actions of City and its agents and contractors.

(g) Relocation. Upon one hundred twenty (120) days' written notice by City, and at City's sole cost and expense, QUANTUM and Carriers will relocate any portion of the

Wireless Network other than the Head End Space to alternative areas of the Property to accommodate City's work. Any relocation is subject to the following conditions: (i) City will issue a purchase order for the approximate cost of the relocation (including reinstallation costs); (ii) the relocation shall not negatively impact the Wireless Network's coverage except on a temporary basis; (iii) the relocation shall not materially increase the cost of operating the Wireless Network; and (iv) City shall pay QUANTUM's and any Carrier's costs and expenses upon receipt of an approved invoice from QUANTUM.

ARTICLE XI. MAINTENANCE, REPAIRS, UTILITIES AND CLEANLINESS

(a) During the term of this License and extensions thereof, Licensee agrees, at its own expense, to maintain and keep in good condition and repair all portions of the Licensed Premises, including any improvements, alterations, or additions thereon, and any utility lines thereon or thereunder.

(b) City shall provide at its expense all existing lighting and electricity to the Licensed Premises. Any additional lighting or electrical requirements shall be the responsibility of the Licensee and shall be installed in accordance with Article X.

(c) Licensee agrees to maintain the Head End Space in a safe, clean, and neat condition, and not permit any accumulation of wreckage, debris, or trash. Licensee agrees to provide for complete, proper, and adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, waste, and other refuse caused as a result of Licensee's operations; to provide and use suitable covered metal receptacles, to be approved by the Airport Director, for all trash, garbage, and other refuse on or about the Licensed Premises, and not to dump any waste matter of any nature, in a liquid state or otherwise, on the Licensed Premises nor to permit the contamination of the City's sewers or the Airport's drainage control reservoir.

(d) Licensee agrees to promptly install, without cost or expense to the City, any other device or devices for the handling and disposition of refuse and all manner of waste (liquid or otherwise) as may reasonable be required by the City or the Airport Director from time to time of all Airport tenants, including Licensee.

(e) Should Licensee materially fail to comply with the terms and conditions of this Article within a period of thirty (30) days following written notice of such failure, the City reserves the right to take any reasonable action to cure said failure. Should the City take action to cure said failure, the Licensee shall pay to the City an amount equal to the City's reasonable cost for such actions plus a ten percent (10%) administrative charge. Said payment shall be made by the 10th day of the following month upon invoice.

(f) Utilities Required. QUANTUM and Carriers may obtain utility services including, but not limited to, electricity, telephone, and internet access from a provider of their choosing. City may not require any additional consideration from QUANTUM, Carriers, or a utility provider for the installation and usage of utilities except reimbursements for the actual cost of electricity usage described in the following paragraph.

(g) Electricity Consumption and Metering. QUANTUM will obtain metered electrical service directly from the local utility or connect to the Property's electrical service. If QUANTUM submeters from City, City will read the meter at least once per calendar year and keep records of QUANTUM's usage. City will send QUANTUM an invoice within thirty (30) days of reading the meter (but in no event later than June 30th with respect to the preceding calendar year) identifying QUANTUM's usage and calculating the cost of electricity using the average kilowatt-hour rate actually paid by City to the utility for electricity at the Property without mark-up by City. Any failure by City to send an invoice to QUANTUM for utilities prior to the June 30th deadline shall result in City forfeiting the right to collect payment from QUANTUM for utilities for the preceding calendar year. QUANTUM and Carriers may install backup generators upon the Property only after receiving written consent of City.

ARTICLE XII. SIGNS

Licensee agrees that no signs, logos, or advertising displays shall be painted on or erected in any manner upon the Licensed Premises, or in or on any improvements or additions on the Licensed Premises, without the prior written approval of the City, and said approval shall not be unreasonably withheld, delayed or denied; and that signs identifying Licensee shall conform to reasonable standards established by the City, with respect to type, size, design, condition and location.

ARTICLE XIII. DAMAGE TO AIRPORT

(a) Licensee shall be liable for any damage to the Airport, including any improvements and additions thereon, caused by the gross negligence or willful misconduct of Licensee, its Board members, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs for which Licensee is liable shall be made by Licensee unless the City reasonably determines that it is more appropriate for the City to make the repairs; in such case the City shall make the repairs at Licensee's expense. All repairs for which Licensee is liable and which are not undertaken after the City has given Licensee notice to do so shall be performed by the City, in which event Licensee shall reimburse the City for the reasonable cost thereof, plus a ten (10%) administrative charge, and said amount shall be due by the 10th day of the following month upon invoice.

(b) The City shall not be liable to Licensee, the Licensee's employees, patrons, or vendors for any damage to their merchandise, trade fixtures, or personal property caused by wind, water (including leakage from the roof, water lines, sprinkler, and heating and air conditioning equipment), steam, sewage, snow, ice, gas, bursting or leaking of pipes or plumbing or electrical causes, unless the damage is proved to be the result of the negligence, recklessness or willful misconduct of the City.

ARTICLE XIV. TAXES AND ASSESSMENTS

The Parties acknowledge and agree that the purpose of the Agreement is to provide

a License to Use the Property for a limited use and period of time not to exceed the term defined herein, and the parties acknowledge that this is not a commercial lease under Florida law. QUANTUM will pay any taxes directly attributable to the Wireless Network and the use of the Licensed Premises by QUANTUM or Carriers levied under any Applicable Law. If QUANTUM is not billed directly by the taxing authority, City will send an invoice for the amount due along with a copy of the tax bill and QUANTUM will pay the invoice within thirty (30) days of receipt. QUANTUM will have the right to file an appeal for any taxes for which it is responsible. QUANTUM will have no liability for any excess profit taxes, real property taxes, sales or use taxes associated with any payments made to City, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, or other taxes applicable to City's general or net income or chargeable to City as a result of City's business. The City warrants and represents that it shall not impose any taxes, assessments, or charges upon Licensee during the term of this License and any extensions thereof except those imposed on all other businesses operating in the City of Pensacola. Licensee shall have the right, by giving written notice to City of its intention to do so, to resort to any available legal or administrative proceeding to contest or obtain the review of any such tax, charge, or assessment at any time before such tax, charge, or assessment becomes delinquent. At Licensee's request, the City may join in such proceedings. The reasonable expenses of such proceeding, including all of the City's reasonable costs and attorney's fees, incurred in assisting Licensee in such proceeding, shall be paid by Licensee if Licensee requests the City to participate in such proceeding and the City so participates.

ARTICLE XV. INSURANCE AND INDEMNIFICATION

Prior to taking possession of the Licensed Premises and at all times during the term of this License the Licensee shall procure and maintain insurance of the types and to the limits specified.

The term City as used in this section of the License is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

(a) Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

(i) WORKER'S COMPENSATION

The Licensee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person -accident, \$100,000 each person- disease, \$500,000 aggregate disease.

(ii) COMMERCIAL GENERAL, AUTOMOBILE AND UMBRELLA

LIABILITY COVERAGES

The Licensee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this License. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, independent contractors. Broad Form Commercial General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this specific license. The coverage shall be written on occurrence-type basis.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use on the Licensed Premises of owned, non-owned and hired automobiles and employee non-ownership use.

(iii) CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance. The City of Pensacola shall be named as an Additional Insured on the General and Auto Liability policies and this contract shall be listed. Certificates shall be on the "Certificate of Insurance" form equal to an ACORD 25. The Licensee shall replace any expired or non-renewed policies with new policies consistent with this paragraph, and shall file with the City Certificates of Insurance under the new policies with the expiration date upon request. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy should be sent to the Pensacola International Airport, Attn: Contracts Administrator, 2430 Airport Blvd., Suite 225, Pensacola, FL 32504.

(iv) INSURANCE OF THE LICENSEE PRIMARY

The Licensee required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Licensee's coverage. The Licensee's policies of coverage will be considered primary as relates to all provisions of the contract.

(b) LOSS CONTROL AND SAFETY: The Licensee shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities

shall be undertaken and to that end, the Licensee shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Licensee for the protection of all persons, including employees, and property. The Licensee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

(c) HOLD HARMLESS: The Licensee shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, including, but not limited to, reasonable attorney's fees, to the extent caused by the gross negligence or intentional wrongful misconduct of the Licensee and persons employed or utilized by the Licensee during the term of this License. The Licensee's obligation shall not be limited by, or in any way to, insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

(d) CITY'S REPRESENTATIONS RE ENVIRONMENTAL MATTERS. City represents and warrants to QUANTUM that as of the Effective Date and to City's actual knowledge, the Property is free from (i) asbestos and (ii) any other Hazardous Substances except in de minimis amounts used by City and occupants of the Property in accordance with Applicable Law and in connection with those parties' ordinary and regular conduct of business from the Property. Within thirty (30) days following the Effective Date and on a continuous basis thereafter, City will notify QUANTUM of the presence of Hazardous Substances at the Property. City hereby indemnifies, defends, and holds harmless QUANTUM and its officers, agents, contractors, employees and associates from all losses, claims, suits, and damages (including remediation costs) incurred by any of those parties as a result of the use or presence of Hazardous Substances at the Property. The provisions of this section will survive the termination or expiration of this Agreement. "Hazardous Substances" will have the same meaning as "hazardous substance" as defined in 42 U.S.C. §9601(14), as may be amended or superseded, provided however that the exclusions for petroleum and natural gas contained in the second sentence of 42 U.S.C. §9601(14)(F) will not be applicable and said substances will be considered "Hazardous Substances" for the purpose of this Agreement.

(e) PAY ON BEHALF OF THE CITY: The Licensee agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

(f) RELEASE AND WAIVER OF SUBROGATION. Each party releases the other party and their respective shareholders, directors, members, managers, partners, officers, employees, and agents (collectively "Associates") from any claims arising in its favor against the other party relating to bodily injury or property damage at the Property from any cause except to the extent the injury or damage is the result of (i) the willful misconduct of the other party or its Associates or (ii) the negligence of the other party or its Associates, provided that the party and its Associates will be released from negligent acts or omissions to the extent that the injury or damage is recovered or recoverable under an insurance

policy of the party suffering the injury or damage. City and QUANTUM's property and liability policies will contain a waiver of subrogation by the insurer for claims arising from the negligent acts or omissions of the other party.

(g) WAIVER OF CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR LOSS OF ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, LOST BUSINESS OPPORTUNITIES, IMPERFECT COMMUNICATIONS, MARKET SHARE OR CONSEQUENTIAL DAMAGES ("CONSEQUENTIAL DAMAGES") INCURRED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO ANY NETWORK DISRUPTION, MALFUNCTION, DISRUPTION OF SERVICE, VANDALISM, FORCE MAJEURE, OR ANY OTHER REASON, EVEN IF THE PARTIES CONTEMPLATED THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

ARTICLE XVI. DEFAULT, TERMINATION AND REMEDIES

(a) The following shall constitute defaults by the Licensee, provided that written notice and an opportunity to cure shall first have been given by the City to QUANTUM in respect of any alleged default specifying in reasonable detail the factual basis for the assertion of default, and providing QUANTUM with not less than thirty (30) days from receipt of such notice to cure such alleged default:

(i) The failure to pay rent or any other monies owed hereunder when due or within thirty (30) days after written notice;

(ii) Any other failure in the performance of any covenant or obligation required by this License;

(iii) The acquisition of Licensee's interest in this License by execution or other process of law when said process of law is not discharged within fifteen (15) days thereafter;

(iv) The adjudication of Licensee as bankrupt; Licensee's general assignment for the benefit of creditors; or the appointment of a permanent receiver or trustee in bankruptcy for Licensee's property if the appointment is not vacated within ninety (90) days;

(v) Abandonment of Licensee's operations, which shall be defined as Licensee's failure to conduct regular and continuing operations on the Licensed Premises as defined in accordance with the requirements of this License for one-hundred eighty (180) days after the installation of the Wireless Network. Notwithstanding the foregoing, if, following the installation of the Wireless Network, all Carriers stop operating on the Wireless Network but Licensee continues to actively market the Wireless Network to interested Carriers and otherwise comply with the terms of this License, Licensee's operations shall not be deemed abandoned.

(b) If Licensee defaults, the City may utilize any one or more of the following remedies against Licensee following notice and cure as set forth herein. These remedies shall be considered cumulative and not in the alternative:

(i) The City may sue for all damages incurred by City consistent with this Agreement.

(ii) The City may terminate this License and, at the option of the City, any other agreement in effect between the City and Licensee. The termination of these agreements, however, shall only be effective upon written notice of same provided by City to Licensee and opportunity to cure as set forth herein. In no event shall this License be construed to be terminated unless and until such notice is provided. The termination may be effective thirty days from provision of said notice unless cured. If this License is terminated, Licensee shall continue to be liable for the performance of all terms and conditions and the payment of rents when due hereunder prior to the effective date of said termination in addition to all damages, including reasonable attorney's fees and other expenses of collection, incurred as a result of any default.

(iii) The City may utilize any other remedy provided by law or equity as a result of Licensee's uncured default.

(iv) In the event of a bankruptcy filing by or on behalf of Licensee as debtor, the parties hereto agree that this License shall be construed to be a nonresidential lease of real property subject to treatment in accordance with 11 U.S.C., Section 365(d).

(c) Any failure by the City in the performance of any covenant or obligation required by this License shall constitute a default by the City. If the City defaults, the Licensee may utilize any one or more of the following remedies against the City. These remedies shall be considered cumulative and not in the alternative:

(i) Licensee may sue for all damages incurred by Licensee consistent with this Agreement.

(ii) Licensee may terminate this License and, at the option of Licensee, any other agreement in effect between Licensee and the City. The termination of these agreements, however, shall only be effective upon written notice of same provided Licensee to the City. In no event shall this License be construed to be terminated unless and until such notice is provided. The termination may be effective thirty days from provision of said notice, or at any other time thereafter specified in the notice. If this License is terminated, the City shall continue to be liable for the performance of all terms and conditions prior to the effective date of said termination in addition to all damages, including attorney's fees and other expenses of collection, incurred as a result of any default.

(iii) Licensee may utilize any other remedy provided by law or equity as a result of the City's default.

(d) QUANTUM may terminate this Agreement as provided below:

(i) As otherwise provided herein.

(ii) Upon thirty (30) days' written notice if QUANTUM or any Carriers are unable to: (A) use the Wireless Network in accordance with the Permitted Uses as a result of material interference; (B) obtain or maintain any rights necessary to provide access or utilities to the Licensed Premises; or (C) obtain or maintain any Required Approvals despite commercially reasonable efforts to do so.

(iii) Upon thirty (30) days' written notice if no Carriers are using the Wireless Network and/or all Carrier Contracts terminate or expire; or

Upon QUANTUM terminating in accordance with this Article XVI (d), all amounts payable under this Agreement will be paid through and apportioned as of the termination date. If there is no default by either party, then upon termination, neither party will have any rights or obligations under this Agreement except for any rights or obligations that expressly survive the termination of the Agreement.

ARTICLE XVII. COMPLIANCE WITH RULES AND REGULATIONS

It is expressly understood that the Licensee agrees to conform in all material respects to all Federal, State, or local laws and regulations, as well as all City of Pensacola Codes and Ordinances, all of which may apply to the services to be performed and that the City of Pensacola is to be held free and harmless from any act or failures by the Licensee to do so.

(a) The Licensee shall obtain and maintain in force all licenses, permits and other certificates required by Federal, State, County, or Municipal authorities for its operation under the terms of this Agreement.

(b) The Licensee agrees to observe all security requirements of Transportation Security Administration 49 CFR Part 1542 and the Airport Security Program, as may be applicable, and as the same may, from time to time, be amended, and to take such steps as may be necessary or directed by the City to ensure that employees, invitees, agents and guests observe these requirements.

(c) If the City incurs any fines and/or penalties imposed by Federal, State, County, or Municipal authorities as a result of the acts or omissions inconsistent with this Agreement of Licensee, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, then Licensee shall be responsible to pay or reimburse the City for all such costs and expenses, including reasonable attorney's fees incurred by City in defending against the fine or penalty.

ARTICLE XVIII. INSPECTION

(a) The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the Licensed Premises and any improvements and alterations thereon for the following purposes:

(i) To inspect such premises to determine whether Licensee has complied and is complying with the terms and conditions of this Agreement.

(ii) To perform maintenance and make repairs in any case where Licensee is obligated but has failed to do so following notice and cure.

(iii) In the exercise of City's police powers.

ARTICLE XIX. TITLE; QUIET ENJOYMENT

City warrants and represents to QUANTUM that: (a) it has fee simple title to the Property or other interest in or rights to the Property sufficient to perform the terms of this Agreement; (b) there is no existing or threatened litigation relating to the Property that may adversely affect QUANTUM's use of the Property as set forth herein; (c) its execution and performance of this Agreement will not violate any Applicable Laws or the terms of any other agreement; (d) it is not in default of any underlying leases or other agreements from which it derives its interest in the Property or any mortgage or deed of trust that encumbers the Property; and (e) QUANTUM will have quiet enjoyment of the Licensed Premises during the Term of this Agreement.

ARTICLE XX. NON-DISCRIMINATION

(a) Licensee, for itself, its personal representatives, successors in interest, assigns and subtenants, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, religion, sex, national origin, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Licensed Premises and any improvements thereon; (2) no person on the grounds of race, color, religion, sex, national origin, or disability shall be subjected to discrimination in the construction of any improvements on, over, or under the Licensed Premises and the furnishing of services therein; and (3) Licensee shall use the Licensed Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(b) If applicable, Licensee shall furnish its accommodations and/or services on a fair, equal, and non-discriminatory basis to all users thereof and it shall charge fair, reasonable, and non-discriminatory prices for each unit or service, PROVIDED THAT Licensee may be allowed to make reasonable and non-discriminatory discounts, rebates,

or other similar type of price reductions to volume purchasers.

(c) Licensee shall make its accommodations and/or services available on fair and reasonable terms without discrimination on the basis of race, creed, color, sex, age, national origin, or disability.

Non-compliance with the above paragraphs, after written findings, shall constitute a material breach thereof and in the event of such non-compliance, the City shall have the right to terminate this Agreement and the estate hereby created without liability therefore, or at the election of the City or the United States, either or both said governments shall have the right to judicially enforce above paragraphs.

ARTICLE XXI. AUTHORIZATION

(a) The City represents that it has the authority to enter into this License and grant the rights contained herein to Licensee.

(b) If Licensee is a limited or general partnership, the undersigned warrants and represents that (1) his/her execution of this License is in the usual course of the partnership's business; and (2) by his/her execution of this License, the partnership shall be deemed a signatory to this License in the same fashion as if all of the general partners of the partnership had executed this License.

(c) If Licensee is a corporation, the undersigned warrants and represents that (1) he/she is an agent or officer of the corporation; (2) he/she is authorized to execute this License on the corporation's behalf; and (3) the corporation shall be bound as a signatory to this License by his/her execution of this License.

ARTICLE XXII. WAIVER

Should Licensee breach any of its obligations hereunder, the City nevertheless may thereafter accept from Licensee any payment or payments due hereunder, and continue this License in effect, without in any way waiving the City's right to exercise its default rights hereunder, or any other remedies provided by law, for said breach. In addition, any waiver by the City of any default, breach, or omission of Licensee under this License shall not be construed as a waiver of any subsequent or different default, breach, or omission.

ARTICLE XXIII. NOTICES

All notices by either party to the other shall be made by depositing such notice either in the registered or certified mail of the United States of America, postage prepaid, or with another delivery service requiring signature for receipt, and such notice shall be deemed to have been delivered and received on the date of such depositing correctly addressed notice.

All notices to the City shall be mailed to:

Pensacola International Airport
2430 Airport Boulevard, Suite 225
Pensacola, Florida 32504

With an additional copy to:
City Administrator
City of Pensacola
222 West Main Street
Pensacola, Florida 32502

All notices to Licensee shall be mailed to:

Quantum Wireless Networks, LLC
1819 Peachtree Road NE, Suite 510
Atlanta, Georgia 30309

With an additional copy (which shall not constitute notice) to:

Edinger Associates PLLC
1725 I Street, NW, Suite 300
Washington, DC 20006
Attn: Ladd Johnson

The parties from time to time may designate in writing changes in the address stated.

ARTICLE XXIV. RELATIONSHIP OF PARTIES

It is understood that the City is not in any way or for any purpose partner or joint venturer with, or agent of, Licensee in the use of the Licensed Premises for any purpose.

ARTICLE XXV. PARTIAL INVALIDITY

If any term or condition of this License or the application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this License and the application of such term, covenant, or condition to persons or events other than those to which it is held to be invalid or unenforceable shall not be affected and each term, covenant and condition of this License shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XXVI. SUCCESSORS

The provisions, covenants and conditions of this License shall bind and inure to the benefit of the legal representatives, successors and assigns of each of the parties.

ARTICLE XXVII. ASSIGNMENT

Licensee shall not assign its interest herein without the written consent of the City. The City's consent shall not be unreasonably withheld. Notwithstanding the foregoing, QUANTUM may assign this Agreement to a lender as collateral for a loan or to an Affiliate (as defined below) without the consent of City but upon twenty-four (24) hours prior written notice. An "Affiliate" is any party that: (i) directly or indirectly (such as through one or more subsidiaries) controls QUANTUM; (ii) is controlled directly or indirectly by QUANTUM; (iii) is under the common control directly or indirectly with QUANTUM by the same parent corporation or other entity; (iv) is the successor or surviving entity by a merger or consolidation; or (v) purchases, acquires, or otherwise obtains controlling interest in all or substantially all of the assets of QUANTUM in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization or transaction. The issuance or utilization of debt, equity, or derivative securities by QUANTUM or an Affiliate will not be deemed an assignment of this Agreement. Upon a permitted assignment, Licensee shall be released from its obligations to Licensor, provided such permitted assignee assumes in writing all obligations hereunder.

ARTICLE XXVIII. SUBLICENSE

Licensee may not sublicense all or any portions of the Licensed Premises, all or any portion of any improvements thereon, without first obtaining the written approval of the City for the sublicense. Any sublicense must be in writing and be made subject to the terms and conditions of this License. In addition, before any sublicense becomes effective, the sublicensee must execute an agreement with the City, in a form and for fees & charges acceptable to the City, by which the sublicensee is authorized to do business on the Airport. Notwithstanding the foregoing, the Parties agree that any agreements between Licensee and Carriers shall not be considered sublicenses.

ARTICLE XXIX. SURRENDER UPON TERMINATION

Except as otherwise set forth herein, upon the expiration or sooner termination of this License, pursuant to the terms and conditions of this License, the Licensee shall peaceably surrender to the City possession of the Licensed Premises, together with any improvements, fixtures, or personal property of the City located thereon, in as good condition as the Licensed Premises and improvements, fixtures and personal property of the City were at the time the Licensed Premises were entered upon pursuant to this License, or when such improvements, fixtures, or personal property are first provided to Licensee by the City in the future, ordinary wear and tear excepted, without any compensation whatsoever, and free and clear of any claims or interests of Licensee or of any mortgages or third party whose position was derived from or through Licensee.

ARTICLE XXX. CASUALTY, CONDEMNATION

(a) If there is a casualty, City will restore the Property to its previous condition unless: (1) the casualty is not covered by City's insurance; (2) a lender does not permit the application of adequate insurance proceeds for restoration; or (3) the damage renders

the Property unusable for its intended purposes. Within thirty (30) days from the casualty, City will notify QUANTUM of its estimated restoration date. QUANTUM may terminate this Agreement in its sole discretion at any time until the date that is thirty (30) days after the actual restoration date. Any termination will be effective as of the casualty date, any amount owed or paid to City will be abated as of the date of casualty, and any prepaid amounts will be reimbursed to QUANTUM.

(b) If substantially all of the Licensed Premises is taken by eminent domain or deed in lieu of condemnation, then QUANTUM in its sole discretion may terminate this Agreement at any time until the date that is thirty (30) days after the vesting of title from the taking. Any termination will be effective as of the taking date, any amount owed or paid to City will be abated as of the date of taking, and any prepaid amounts will be reimbursed to QUANTUM. City and QUANTUM may pursue their own separate awards.

ARTICLE XXXI. REMOVAL OF EQUIPMENT UPON TERMINATION OR EXPIRATION

Within ninety (90) days of the termination or expiration of this Agreement, QUANTUM will remove the Equipment (other than as described below) from the Property and restore the Licensed Premises to substantially the condition it was in prior to the installation of the Equipment, reasonable wear and tear and casualty excepted. QUANTUM may—but will not be required to—remove any fiber optic or other cable, wiring, sleeving, or conduit installed by QUANTUM or restore or fill in any core drillings that QUANTUM created in any structures on the Property.

ARTICLE XXXII. PUBLICITY

QUANTUM may include City's and/or Property's name and logo in QUANTUM's customer/venue lists, which lists may appear on QUANTUM'S website and in QUANTUM's promotional materials. QUANTUM may also use City's and/or Property's name and logo in press releases, provided that QUANTUM will obtain City's prior approval, such approval not to be unreasonably withheld or delayed.

ARTICLE XXXIII. LAWFUL AND REASONABLE USE; INTERFERENCE

(a) Licensee may not do anything in or upon the Licensed Premises, nor bring or keep anything therein, which shall unreasonably increase or tend to increase the risk of fire, or cause a safety hazard to persons, or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them, or which violates or causes violation of any applicable health, fire, environmental, or other regulation of any level of government. The Airport Director may inform Licensee of such violation and set a date for abatement.

(b) City acting within its abilities will not—and will not permit any user or occupant of the Terminal to—interfere with the Wireless Network (including, but not limited to, electromagnetic interference as well as any physical obstructions of antennas), provided that the Wireless Network functions within normal operating parameters and complies with Applicable Law.

ARTICLE XXXIV. SUBSTITUTION OF PREMISES

Subject to the subparagraph below, Licensee understands and agrees that City has the right to take all or any portion of the Licensed Premises, and any additions, alterations, or improvements thereon, should the City, in its sole discretion, determine that said portion of the Licensed Premises, and improvements thereon, are required for other Airport purposes. If such action is taken, the City shall substitute areas comparable in access and proximity within the Airport, or any additions or extensions thereof, brought to the same level of improvement and utility as the area taken. City shall pay or reimburse all costs and expenses incurred by QUANTUM in connection with any such substitution, and shall bear all expenses of bringing the substituted area to the same level of improvement as the area taken, and of moving Licensee's IBRD System, improvements, equipment, furniture and fixtures to the substituted area. The City shall use its best efforts to ensure that any such substitution shall be conducted in a manner calculated to cause the minimum amount of service disruption and any such interruption shall occur at a time or times of day when the Wireless Network is least actively used. If any of Licensee's improvements, equipment, furniture, or fixtures cannot be relocated, City shall replace, at its own expense, such non-relocatable improvements and other property with comparable property in the substituted area, and City shall be deemed the owner of the non-relocatable improvements and other property, free and clear of all claims of any interest or title therein by Licensee or any mortgagee or other third party claiming an interest in said property by or through Licensee. It is the specific intent of this subparagraph that Licensee be placed, to the extent possible, in the same position it would have been, had City not substituted new premises for the Licensed Premises; provided, however, that City shall not be obligated to reimburse Licensee for lost profits due to such substitution. Notwithstanding the foregoing, the IBRD System is personal property of the Licensee and the Licensee at all times shall own and control the IBRD System.

ARTICLE XXXV. GOVERNING LAW

This Agreement is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of this Agreement.

ARTICLE XXXVI. VENUE

Venue for any claim, actions or proceedings arising out of this Agreement shall be Escambia County, Florida.

ARTICLE XXXVII. HEADINGS

The headings contained in this License are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provision of this License and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

ARTICLE XXXVIII. PUBLIC RECORDS ACT

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

ARTICLE XXXIX. MANDATORY USE OF E-VERIFY SYSTEM

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

ARTICLE XL. ENTIRE AGREEMENT

This writing is the entire agreement of the parties. No representation, warranties, inducements, or oral agreements previously made between the parties shall continue unless stated herein. This License shall not be changed, modified, or rescinded except in writing, signed by all parties.

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate and sealed the day and year first above written.

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, Grover C. Robinson, IV

By _____
Member

Attest: _____
City Clerk, Ericka L. Burnett

(Printed Member's Name)


Approved as to Substance:

By: _____
Member

Department Director

(Printed Member's Name)

Legal in form and execution:



City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT A

Licensed Premises
(Schematic Attached)

IBRD System Components and Design Principles

EXHIBIT B

HEAD END SPACE DRAWING

[Attach Head End Space drawing here upon approval by both parties. If the parties have not agreed on the location of the Head End Space as of the Effective Date, the parties will work in good faith to identify a mutually acceptable Head End]