

AGREEMENT

This Agreement is entered into this ___1_ day of January 1, 2019, by and between Mobile Communications, Inc. corporation, (hereinafter “Provider”) and Greensboro Coliseum Complex (“Client”). And shall be a (5) five year lease agreement.

The Radios / Equipment shall be manufactured by Hytera or an Approved Equal per the Specs.

RECITALS

WHEREAS, Provider is in the business of providing two-way radio communications systems, including the design, installation and maintenance thereof; and

WHEREAS, Client operates a multi-building facility in Greensboro, North Carolina, hosting a broad range of activities including athletic events, concerts, fairs, cultural arts, exhibits, and public and private events of all kinds including conventions, convocations and trade and consumer shows.

1. Rental of Equipment. Provider will rent to Client, and Client agrees to rent, the following equipment from Provider:

a. Two Hundred and Twenty (205) Hytera PD602 Portable Radios (“Portable Radios”) without display, including battery and charger. 220 Ear piece / headsets, one for each radio

b. One Hundred (125) Hytera PD662 Portable Radios (“Portable Radios”), with display including battery and charger. 100 Ear piece / headsets mics one for each radio

c. Ten (10) Hytera Gang Chargers, which house up to six (6) radios each.

d. Four (4) Hytera MD782 Control Station Radios (“Base Stations”), including antenna and power supply kit.

e. Four (4) Hytera XPT Trunked RD9825 Repeaters.

2. Installation of Equipment.

Provider will coordinate dates and times that are mutually convenient to the parties for the Provider to be on-site at the Client’s location to install the equipment.

The parties acknowledge that, in order to properly operate the equipment outlined herein, it is necessary for Provider to erect certain additional equipment on site as well as remove existing obsolete equipment.

The parties agree that Provider may have access to the existing tower at the site to erect an additional antenna at the top of the tower, in place of the existing antenna, which the Client hereby permits Provider to remove. Client may instruct Provider as to disposal of any removed equipment, however any cost related to disposal shall be Client's responsibility. In addition, Client shall allow Provider to erect a 1' (One Foot) microwave dish on the main building at the site, in a location mutually agreeable to the parties. **Mobile Communications is assuming the responsibility and cost incurred with the engineering studies as well as the fees associated with any studies necessary and any electrical contractor that may be needed to perform the necessary functions to complete the terms of the contract.**

The parties agree that Provider shall be permitted to install an equipment cabinet/combiner on the ground of the Client's property as well as erect additional equipment on the ground at a location mutually agreeable to the parties. Client hereby permits Provider to remove any existing equipment that is being replaced or is obsolete. Client may instruct Provider as to disposal of any removed equipment, however any cost related to disposal shall be Client's responsibility. The antennae, cabinet and any other equipment installed which Provider installs shall at all times remain the Provider's property free and clear of any claim of ownership by the Client.

Client further agrees to ensure that Provider has network connectivity at the main Coliseum building including twelve (12) IP addresses so as to allow Provider to properly monitor the radio system's functionality.

3. Rent. Payment is due by the last day of each month, beginning January, 1, 2019 and continuing on the last day of each month thereafter during the Term, in the amount \$5500.00

4. Monthly Review and Annual Inventory. On a monthly basis, Client shall permit Provider access to the facilities to conduct a review of the system's operations for proper functionality and make any necessary repairs, which shall include but is not limited to, the tower, base stations and the equipment rented herein. On an annual basis, Client shall permit Provider access to the facilities to conduct an inventory of all equipment rented herein.

5. Maintenance and Repairs. Provider shall maintain and repair the rented equipment as needed during the Term and Renewals thereof without additional charge except as otherwise set forth herein. Client shall notify Provider promptly of any malfunctions of equipment and/or necessary repairs.

Provider shall supply Client with postage prepaid boxes in which equipment can be mailed back to the Provider for repair and/or maintenance. Provider agrees to maintain a supply of at least ten (25) Hytera PD662 Portable Radios (Note: Mobile Communications will increase "in stock" from 10 to 25 to service the Greensboro Coliseum) with display including battery and charger at its office to be distributed to Client on an as needed basis while rented equipment is being repaired or maintained.

Each calendar year during the Initial Term, Provider will supply Client with up to five (5) Hytera PD662 Portable Radios with display including battery and charger to replace existing rented equipment that was damaged or broken for any reason other than reasonable wear and tear or equipment malfunction. Any Portable Radios replaced in excess of five (5) per calendar year during the Initial Term shall cost \$625.00 per radio.

6. Additional Rental of Equipment. The parties acknowledge that Client may, from time to time, need additional Portable Radios for events at its facilities. Provider shall rent Hytera PD662 Portable Radios with display including battery and charger to Client at the rate of \$5.00 per radio per day or \$20.00 per radio per week. In the event of such rentals, Client shall make reasonable efforts to provide at least one (1) weeks' notice of a request for additional rental equipment. Provider agrees to make reasonable efforts to accommodate any such requests for additional rental equipment.

7. Return of Equipment. At the end of the Initial Term or any Renewals, Client shall return all rented portable radios, charges, stands and repeaters to Provider in good condition, reasonable wear and tear excepted. Any equipment which is not returned in working order shall be billed to Client, and Client agrees to reimburse Provider, pursuant to the following rates:

Hytera PD602 Portable Radio without display w/battery and charger, - \$50.00

Hytera PD662 Portable Radios with display w/battery and charger \$50.00

Hytera Gang Charger - \$20.00

Hytera MD782 Control Base Station Radios w/antenna and power supply kit - \$150.00

Hytera XPT Trunked RD982S Repeaters/Cabinet/Combiner Equipment - \$200.00

8. Removal of Equipment. The parties agree that, at the conclusion of the Initial Term or any Renewals, Provider shall be given access to remove its installed equipment, including but not limited to antenna, equipment cabinets, cabling, and combiners. Provider shall return the Client's property in similar condition as the time of installation, reasonable wear and tear excepted.

9. FCC Frequencies. Provider will obtain all required Federal Communications Commission ("FCC") licenses required for operation of the equipment. The parties agree that Provider shall be the owner of any such licenses, free of any claim by the Client.

10. Use of Equipment. Client agrees that all radios and systems used herein shall not be used for any illegal purposes, or any purpose which would violate FCC Rules and Regulations. In the event of violation of this provision, Provider has the right to discontinue services.

11. Waiver of Liability. Client agrees that Provider shall not be responsible for any damages, injuries, or other loss resulting from a failure of the equipment to operate properly, or as a result of a lack of service to the equipment.

12. Marketing and Promotions options: The radio vendor would agree to an advertisement Sponsorship with the Coliseum, i.e. seat club memberships, signage other, valued at \$2,000.00 per year for the full 5 year term. To include allowing Mobile Communications, Inc. to bring in their own marketing firm to take pictures of the use of Mobile Communications, Inc. equipment with one instance being the 2020 Olympic Trials. **Original total cost of contract for 60 month term is \$340,000.00. Mobile Communications will trade \$10,000.00 over the term of the contract (or (\$2,000.00 a year) in marketing and promotions bringing the cost to \$330,000.00 over the term of the lease, equivalent to \$5500.00 a month.**

Total Radio/Equipment
Lease Cost per month \$5500.00 _____

Please Note: This contract will also include at no additional cost, sites already built and maintained by Mobile Communications, Inc. for future expansion into downtown Greensboro that will allow for coverage throughout the area as well as 4 additional Repeaters at no charge.