

NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement (the "Agreement") is made effective this 13th day of November, 2012 (the "Effective Date") and entered into by and between Telink Networks, SW, LLC, ("Telink"), a Nevada Limited Liability Company, and Gila County (the "County"), a political subdivision of the State of Arizona. Telink and the County shall collectively be referred to herein as the "Parties".

RECITALS

- A. The County uses a wireless communications system in the course of carrying out its duties and maintains and periodically upgrades its wireless communications facilities within the county for this purpose. The County wireless communications systems consist of antennae sites, antennae towers and related antennae, radio and broadcasting equipment, repeater building space, electrical power and backup.
- B. Telink is building a statewide wireless emergency services communications system for the purpose of establishing and operating SACNet, a Public/Private Initiative, that was awarded a competitive bid through Graham County RFP #09/10-33.
- C. Through this agreement, the County commits to make space available in/on communications systems sites for co-location by Telink, where space, technical parameters and usage rights allow for non-interfering operations of both Parties' communications services.
- D. The Parties will enter into "Site-Specific Supplemental Agreements" ("SSA's") that will define conditions for use of a specific County Site and any unique terms and conditions applicable to the County Site license. Such SSA's will be reviewed annually by the Parties and updated, as needed, by the Gila County Board of Supervisors, or their designee, and Telink's Operations Director.
- E. Consideration for the User Party's use of a particular Hosting Site shall be determined on a case by case basis and shall be set forth with specificity in the SSA governing that Hosting Site as set forth in Paragraph 2 below.
- F. The Parties intend that all wireless communication system components installed pursuant to this Agreement will be provided by the User Party (as defined below).
- G. The Parties intend that the cost of installing and maintaining any wireless communication systems pursuant to this Agreement to be borne by the User Party.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the Parties hereinafter set forth, it is agreed as follows:

SECTION 1: PURPOSE AND SCOPE

The purpose of this Agreement is, where permissible, to make certain facilities owned, leased, licensed or controlled by Gila County available to the other party (the "User Party") for the co-location of communications equipment in order to provide each party with radio coverage and microwave connectivity for the specific support of public safety communications.

Gila County and Telink hereby mutually agree to make their Sites reasonably available as Hosting Sites to the extent that it is technically, operationally, financially and legally feasible to do so, pursuant to the terms and conditions of this Agreement.

SECTION 2: SITE-SPECIFIC SUPPLEMENTAL AGREEMENTS

With respect to each Site that has been agreed to be utilized as a Hosting Site, the Parties will negotiate a SSA.

Under this Agreement, neither party shall be entitled to the use of the other party's infrastructure or equipment; or shall the Host Party be obliged to allow the use of any of its real and personal property, equipment or infrastructure unless the Parties have executed a Site-Specific Supplemental Agreement ("SSA") for that particular Hosting Site. Each SSA shall be similar in form and substance to the form of SSA attached hereto as Exhibit A and will be approved or disapproved on a case-by-case basis. In determining whether to approve, disapprove or rescind an SSA, Gila County may consider any appropriate and relevant factors including, but not limited to: (i) the nature of the access and easement rights held by the Host Party; (ii) whether space and technical parameters allow for the non-interfering operations at the proposed Hosting Site of the Parties' existing services, co-located services and/or any new services proposed by the Parties; and (iii) whether the proposed Hosting Site is satisfactory and acceptable for purposes set forth by the requesting party. Additionally, the Host Party shall be entitled to determine an appropriate license fee, if any, for each Hosting Site. However, for any particular site the Parties may alternatively agree that reasonably equivalent mutual benefit is received from mutual access to existing infrastructure, including the cost savings from not having to have duplicate facilities and that such mutual benefit will constitute sufficient consideration for that particular site.

Upon execution of the SSA, the Host Party shall be deemed to have granted the User Party a license to use and occupy the real and personal property, equipment and/or infrastructure described in the SSA for the purposes stated therein. Each SSA shall be deemed to incorporate and shall be consistent with and subject to the terms and conditions of this Agreement. If the Hosting Site is leased, licensed or authorized to use by the Host Party or otherwise located on the real property owned or authorized to lease, license or grant use by a person or entity other than the Host Party, then the SSA shall be deemed to be subject to and subordinate to all terms of such lease, license, easement, other agreement and/or other requirements established by the lessor, licensee, grantor or owner of the Hosting Site. Unless first agreed

to in writing, the User Party will not use the Host Party's facilities for any purpose other than those specified in the SSA. The County hereby acknowledges and agrees that Telink, as an FCC-licensed common carrier, may also provide commercial broadband service to local government entities as requested. The User Party expressly acknowledges and agrees that its use of the Host Party's communication resources is expressly subject to that of the Host Party and of any existing tenants with rights prior in time to those of the User Party, which is deemed to be a priority use for purposes of this Agreement. If circumstances arise which constitute an emergency (as hereinafter defined), such that the Host Party must use capacity in the communication resource that is under use by the User Party, the Host party shall use good faith and best efforts to notify the User Party, as expeditiously as is practicable under the circumstances to enable the Parties to either address alternatives or to enable the User Party to redirect its use to other resources then available to it. For the purposes of this Agreement an "Emergency" shall mean an unforeseen, unplanned event that disrupts the normal operation of the Host Party's system, or any part thereof and which requires that the Host Party take or cause to be taken immediate, extraordinary action to mitigate, eliminate or avoid the effects of the event in order to avoid property damage to its own property or to the property of others, to avoid personal injury or death, or to avoid or minimize disruptions in its service to its customers that may result in property damages or loss of personal injury or both.

Neither this Agreement nor any SSA executed pursuant hereto shall be deemed to grant the User Party any legal or beneficial right, title, claim or interest in and to any real and personal property belonging to or authorized by the Host Party.

SECTION 3: USER PARTY RESPONSIBILITIES

For each Hosting Site which is made available hereunder by the Host Party to the User Party pursuant to an SSA, the User Party shall:

1. Provide, at its cost, to the Host Party, all design and engineering drawings for installation of any communications system components or other communication system support equipment to be installed at the Hosting Site except as provided in Section 4.1 below.
2. Provide, at its cost, any communication system components or other equipment to be installed at the Hosting Sites.
3. Provide, at its cost, for the installation of any of its communications system components or other equipment at the Hosting Site.
4. Maintain, at its cost, any of its communication system components or other equipment located at the Hosting Site using technical personnel from a service provider acceptable to the Host Party, and ensure that a technician/employee of either the Host Party or the User Party is present at the Hosting Site whenever such maintenance is performed by an outside service provider in or on buildings, towers, or other property or structures owned by the Host Party.
5. Provide, at its cost, for the removal of any of its communication-system components or other equipment from the Hosting Site.

6. Contact the designated Point of Contact of the Host Party to coordinate the installation or removal of equipment from the Hosting Site.
7. Provide the Host Party with current copies of any FCC licenses needed to operate communication equipment located at the Hosting Site.
8. Be responsible for notifying the Host Party when entering or leaving the Hosting Site (see Section 13 attached hereto for contact phone numbers).
9. Ensure that any of its communication system components or other equipment to be installed is of a type and frequency that will not damage or interfere with any property, equipment and/or television, radio or microwave reception or transmission of the Host Party or of any other authorized user of the Hosting Sites, and to compensate the Host Party if such damage occurs. If at any time the User Party's equipment causes interference to the Host Party's operations existing as of the Effective Date of an SSA, Host Party may require User Party to shut down, modify, remove or relocate the User Party's equipment at User Party's sole expense until a solution is found to rectify the interference.
10. Commission and fund a tower structural analysis by the tower manufacturer or by a structural engineer licensed as a Professional Engineer in the State of Arizona, and bear the costs of any necessary tower modifications indicated by such analysis in the event the Host Party determines that the addition of the User Party's antennas or equipment may exceed the load capacity of a tower.
11. Have the responsibility to determine that the communication resource, its design, installation, use, operation and maintenance is satisfactory and acceptable for its purposes. The Host Party will not be liable for any deficiencies in design, installation, use, operation and maintenance, except to the extent such deficiency results from the gross negligence or willful or intentional misconduct of the Host Party and the Host Party's actions are not otherwise authorized or excused under this Agreement. **NOTHING CONTAINED IN THIS AGREEMENT OR ANY EXHIBIT WILL BE INTERPRETED AS A WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**
12. Not use the Host Party's facility in violation of this Agreement, any law, rule, regulation or other order of any governmental authority having jurisdiction, or any franchise, license, agreement or certificate (collectively, the "Laws") relating to either Party's system.
13. Not do or permit anything to be done with respect to the Host Party's facilities that would invalidate or conflict with any insurance policies or warranties maintained by the Host Party or real property owner. Authorized personnel shall meet periodically or as needed or required to identify and determine what activities contemplated under this Agreement or any SSA might invalidate or conflict with any insurance policies or warranties maintained by the Host Party or real property owner.

14. Not do or permit anything to be done with respect to any property or grounds adjacent to, or in line-of- sight of, the Host Party facilities or equipment, without the express permission of the Host Party.

SECTION 4: HOST PARTY RESPONSIBILITIES

Fore each Hosting Site which is made available hereunder by the Host Party to the User Party pursuant to an SSA, the Host Party shall:

1. Provide building, ground and/or tower space for the installation of the User Party's communication system components and/or other equipment at the Hosting Site.
2. Provide backup alternating-current electrical power, where available.
3. Have the right to review and approve the engineering design of the User Party's communications resource and the right to inspect the completed construction to confirm expected system reliability.
4. Provide ongoing operation and maintenance of its own facilities, which are necessary to support the sharing of resources, consistent with accepted industry practice or standards and federal, state and local laws or regulations. Both Parties' authorized personnel shall meet from time to time as needed or required to develop written operating procedures that address the day to day operating considerations, such as scheduled maintenance and outages.

SECTION 5: TERM AND TERMINATION

The term of this Agreement shall be three (3) years, unless it is earlier terminated in whole or in respect to any particular SSA by either party. The Agreement may be renewed for no more than three (3) terms, on condition that both parties are in compliance with the provisions of this Agreement. Compliance will be reviewed every three (3) years from the Effective Date and renewal must be authorized by the Gila County Board of Supervisors.

Either party may terminate the Agreement or any SSA for any reason upon written notice to the other party six (6) months prior to the effective date of such termination. The notice period prescribed in this paragraph shall apply notwithstanding whether the natural expiration of this Agreement occurs during such notice period. In such event, this Agreement shall survive for the notice period.

Upon termination of this Agreement, the User Party shall, within a reasonable time period not to exceed six (6) months after the six (6) months notice period, remove any of its property and equipment from all Hosting Sites. Equipment to be removed will be specifically itemized on the most current annual inventory list on file with the Host Party Point of Contact. Equipment installed as permanent improvements to the building and/or site infrastructure will not be eligible for removal by the User Party, including air conditioning units, electrical upgrades and generators.

Similarly, upon the termination of an SSA, the User Party shall, within a reasonable time period, not to exceed six (6) months after the six (6) months notice period and, at its own cost, remove any of its

property and equipment from the Hosting Site subject to that SSA. Equipment to be removed will be specifically itemized on the most current annual inventory list on file with the Host Party Point of Contact.

In the event that a party fails to remove its property and equipment from a Hosting Site within the period of time as provided for in this Section, the Host Party may remove such property and equipment and return it to the User Party or to a mutually-agreed upon location. In such event, the User Party shall reimburse and compensate the Host Party for actual removal and transportation costs.

In the event that funds for the continuation of the Agreement are not appropriated by the Legislature of the State of Arizona and/or the Gila County Board of Supervisors, then upon thirty (30) days prior written notice and Telink's affirmation that it will not provide sufficient funds to continue the Agreement, the County may terminate the Agreement without penalty, future payment, or damages, subject to the notice provisions of this Section.

SECTION 6: EFFECTIVE DATE

This Agreement shall be effective upon the date executed by the Gila County Board of Supervisors.

SECTION 7: AMENDMENTS

This Agreement may be amended or changed only upon the written agreement of both Parties. SSA's shall be created or modified from time to time by both Gila County and Telink and shall be incorporated into this Agreement upon their approval and execution by both the Gila County Board of Supervisors and Telink.

SECTION 8: CONFLICT OF INTEREST

All Parties hereby are put on notice that this Agreement is subject to cancellation pursuant to Arizona Revised Statutes ("ARS") Section 38-511, the provision of which are incorporated herein. In the event of such cancellation, Telink shall be permitted a minimum of six (6) months to remove its facilities from any Gila County site.

SECTION 9: COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal, state and local laws, rules regulations, standards and executive orders, without limitations to those designated within this Agreement.

Arizona Law: The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement, and any disputes arising hereunder. Any action relating to this Agreement shall be brought in an Arizona court.

Telink agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down and provisions and requirements to any subcontractors. Executive Order 2009-

09 supersedes Executive Order 99-4 and amends Executive Order 75-7 and may be viewed and downloaded at the Governor of the State of Arizona's website

http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this Agreement as is fully set forth herein. During the performance of this Agreement, Telink shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336,42 United States Code 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulations Parts 35 and 36. This paragraph and the paragraph directly above are required to appear in every County contract of any kind.

SECTION 10: LEGAL JURISDICTION

Any court action arising under this Agreement will be initiated and prosecuted in a state or federal court in Gila County, Arizona.

SECTION 11: INSURANCE

User Party shall carry adequate insurance to protect the Parties hereto against any and all claims, demands, actions, judgments, costs, expenses, and liabilities that may arise out of or result, directly or indirectly from User Party's activities in connection with this Agreement, except such liability as shall arise solely from the negligence, intentional acts, or omissions of the Host Party. The minimum amounts of such insurance shall be, as against liability arising from damage to property, one million dollars (\$1,000,000) as to any one occurrence, and, as against liability arising from injury to or death of persons, one million dollars (\$1,000,000) as to any one person, and one million dollars (\$1,000,000) as to any one occurrence. Automobile liability coverage for owned, non-owned and hired vehicles must be provided with limits in the amount of one million dollars (\$1,000,000) combined single limit, or one million dollars (\$1,000,000) bodily injury, one hundred thousand dollars (\$100,000) property damage. User Party also shall carry such insurance as will protect it from all claims under any workmen's compensation laws that are in effect and may be applicable to User Party. All insurance required hereunder shall remain in force for the entire term of this Agreement. The Host Party may adjust its minimum insurance requirements hereunder at any time provided the User Party is given at least thirty (30) days written notice prior to such adjustment.

User Party, during the term of this Agreement, including any renewals and any holding-over thereafter, shall provide the Host Party with current certificates of insurance evidencing that such insurance is in full force and effect, naming the Host Party as an additional insured, and is non-cancelable without at least thirty days' written notice to the Host Party. The certificates of insurance, as required herein, must be presented to the Host Party within ten (10) days of the Effective Date of this Agreement and on each anniversary date thereof during the term of the Agreement, including any renewals and any holding-over thereafter.

Notwithstanding anything in this Section 11 to the contrary, Gila County may self-insure against any or all of the risks enumerated in this Section 11, provided that its self-insurance is maintained in accordance with a bona fide plan or program of self-insurance which it shall have in force and effect at all

relevant times and which follows sound accounting practices. Upon request of the other, Gila County certify that its plan or program of self-insurance is in full force and effect and that it has sufficient cash reserves to meet the needs of such self-insurance plan or program.

SECTION 12: LIMITATION OF DAMAGES

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES AS A RESULT OF ITS PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, OR ANY SITE-SPECIFIC SUPPLEMENTAL AGREEMENT.

SECTION 13: NOTICES

All notices or communications provided pursuant to this Agreement or any SSA shall be in writing and shall be sent to the other party delivered by: 1) first class certified or registered mail; 2) return receipt requested; 3) a nationally recognized overnight courier; 4) postage prepaid; or 5) electronic confirmation of delivery and receipt facsimile or email provided to be effective when properly sent and received, refused, or returned undelivered. Any such notice or communication shall be sent to the Point of Contact for each Party at the following addresses:

Gila County Health and Emergency Services
Attn: Deputy Director of Emergency Management
5515 S. Apache Ave., Suite 400
Globe, AZ 85501
Office: (928) 402-8764
Fax: (928) 425-7714

Telink Networks SW, LLC.
Attn: Real Estate Department
10105 E. Via Linda, # 386
Scottsdale, AZ 85258
Office: (480) 313-4052
Fax: (866) 302-2220

SECTION 14: WAIVER

The waiver by either party of any breach of any term, covenant or condition contained in this Agreement will not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition contained in this Agreement. Failure by either party to require or exact full and complete compliance with any part of this Agreement will not be construed as changing the terms of this Agreement and will not prevent either party from enforcing any provision of this Agreement.

SECTION 15: UNCONTROLLABLE FORCE

No party shall be considered to be in default in the performance of its obligations hereunder or under an SSA when failure of performance is due to an Uncontrollable Force. The term "Uncontrollable Force" shall mean any cause beyond the control of the party affected, including, but not limited to, failure of or the threat of failure of facilities, flood, radioactive contamination, sabotage, subversion, change in applicable laws or regulations, restraint by court order or public authority, and/or action or non-action by, or the inability to obtain the necessary authorizations or approvals from, any governmental agency or

authority, which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed so as to require a party to settle any strike or labor dispute in which it may be involved.

SECTION 16: ENTIRE AGREEMENT

This document along with all executed Site-Specific Supplemental Agreements subject to this Agreement shall constitute the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the Parties.

SECTION 17: ASSIGNMENT

Without the other Party's written consent, neither Party shall have the right to assign this Agreement or any part of its right or obligations hereunder.

SECTION 18: FAILURE TO PERFORM

If a Party fails to perform its obligations hereunder and does not cure such default, within ten (10) days or longer period as agreed upon by the Parties, after receipt of a notice of default by other Party, the other Party will be entitled to such remedies at law or in equity as are then available to it, subject to the limitations of Section 12, Limitation of Damages.

SECTION 19: AUTHORIZED REPRESENTATIVE

Each Party will designate an Authorized Representative and an alternate to act in absence of the Authorized Representative. Such Authorized Representative will be authorized by the Party designating such person to act on its behalf in carrying out those provisions of this Agreement designated to be responsibilities of the Authorized Representative. Each Party will notify the other Party within thirty (30) calendar days after execution of this Agreement of the designation of its Authorized Representative and alternate and will promptly notify the other Party of any subsequent changes in such designation. The Authorized Representatives of the Parties will have no authority to modify any of the provisions of this Agreement except as designated herein.

SECTION 20: NO THIRD PARTY RIGHTS; RELATIONSHIP OF THE PARTIES

Unless otherwise specifically provided in this Agreement, the Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established hereunder. Nothing in this Agreement constitutes a partnership or joint venture between the Parties and neither party is the principal or agent of the other. Neither Party will be authorized to act for or bind the other unless expressly agreed to otherwise in a written, executed agreement.

SECTION 21: DISPUTES

Any controversy or claim (except personal injury or property damage) relating to this Agreement which may arise between the Parties, and which is not resolved by the Authorized Representatives of the Parties, will be notified in writing by the complaining Party and will subsequently be reviewed and discussed between the appropriate executive officers of each Party as a condition precedent to any litigation. If the Parties mutually agree, claims, disputes or other matters in question may be submitted for mediation and/or arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be filed in writing with the other party to this Agreement.

In Witness Whereof, the Parties hereto agree to carry out the terms of this Agreement and have executed this Agreement as of the Effective Date.

GILA COUNTY BOARD OF SUPERVISORS

Telink Networks SW, LLC.

for 
Tommie C. Martin, Chairman


Patrick Barringer, CEO

11/13/12
DATE

10/29/12
DATE

ATTEST:


Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:


Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

EXHIBIT A

SITE-SPECIFIC SUPPLEMENTAL AGREEMENT

This Site-Specific Supplemental Agreement is made by and between Gila County (the "County"), a political subdivision of the State of Arizona, and Telink Networks SW, LLC, a Nevada limited liability company ("Telink"), referred to collectively as the "Parties", pursuant and subject to the Non-Exclusive License Agreement entered into by the Parties and dated November 13, 2012.

TERMS AND CONDITIONS OF USE

The Parties agree to the following:

Required Information-

Host Party: Gila County

User Party: Telink Networks SW, LLC

The County here by acknowledges and agrees that Telink, as an FCC licensed common carrier, may provide commercial broadband service to local government entities and community anchor institutions upon their request, in addition to the private emergency services of SACCNet.

HOST SITE

Site Name: Mt. Ord Communications Site-Building 7

Address: 6843 S. Forest Service Road 486
Payson, AZ 85541

Coordinates: Lat 33.910804591 Long: -111.405068108

List all leases, licenses, easements, agreements or other requirements that this SSA is subject and subordinate to:

The Site Lease for this facility is between the Gila County Board of Supervisors and the Tonto National Forest. The lease is managed and kept on file in the Department of Emergency Management, Gila County Division of Health and Emergency Services.

SITE IMPROVEMENTS

Any improvement to the Host Party site necessary to accommodate User Party equipment installation will require pre-approval from the Host Party Point of Contact, per Section 13 of the Non-Exclusive License Agreement.

User Party will perform, at its cost, improvement(s) to the facility that may be required for safe and secure operations of its communications equipment.

SPACE

Describe the space licensed for use of the User Party including floor space, rack space, tower space and coax entry points:

Building number 7 is described as an 11' x 16' concrete structure, with access doors located on the north and south ends of the building. Gila County public safety communications equipment is located on the west wall. The coax entry point is located on the east facing wall.

A portion of the south wall is maintained by Gila County for expansion of current and future public safety communications equipment.

Telink will have access to a portion of available space in the southeast corner of the building to house a 19" equipment rack. Wall and floor space is available to run appropriate communications cabling to and from external equipment and installation of required power supply connections.

Upon submission of a tower structural analysis and radio frequency study to the Host Party Point of Contact, and upon written acceptance of these studies by the Host Party Point of Contact, Telink will have access to a portion of available space on the existing tower to install microwave antennas, as well as on the roof of the building to install an antenna tower mounting platform, providing the platform is structurally engineered to be compatible with the existing structure or structural upgrades, and does not interfere with existing equipment or other communications site building users.

USER PARTY EQUIPMENT LISTING:

The User Party will submit an equipment inventory listing prior to initial installation of equipment and prior to any additional installations.

An updated inventory, if applicable, will be submitted annually to the Host Party Point of Contact.

COMPENSATION:

Describe any applicable license fee or other reasonably equivalent mutual benefit applicable to this SSA.

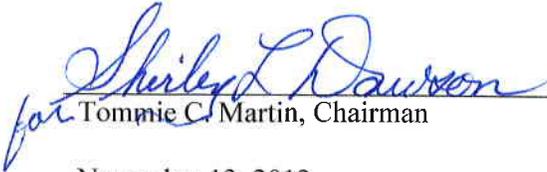
1. Prior to any installation, Telink is to commission an RF engineering study for the site, for the purpose of verifying non-interference of Telink equipment with existing site users.
2. Telink is to commission a structural engineering study of the equipment shelter and existing tower for the purposes of verifying load capabilities, or identifying needed upgrades to support proposed A/C unit and generator installations provided by Telink.

3. Payment of any lease fees levied by the Tonto National Forest for operation by Telink of commercial communications and broadband services from this site.
4. Prorated payment of utilities that are over the Host Party documented average monthly cost of site utilities (\$130), up to \$200 per month.

In Witness Whereof, the Parties hereto agree to carry out the terms of this Agreement and have executed this Agreement as of the Effective Date.

GILA COUNTY BOARD OF SUPERVISORS

Telink Networks SW, LLC


for Tommie C. Martin, Chairman


Patrick Barringer, CEO

November 13, 2012
DATE

10/29/12
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ATTEST:


Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:


Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney