

SPECIFIC AGREEMENT B

NODE DEPLOYMENT

This Node Deployment Agreement (the "Agreement") is entered into as of _____, 2017 (the "Effective Date") by and between the City of Yuma, an Arizona municipal corporation ("Yuma" or the "City") and anyCOMM Holdings Corporation, and its Affiliates or subsidiaries ("anyCOMM"), a Delaware corporation with its principal offices at 2377 Gold Meadow Way, Suite 170, Gold River, California, 95670.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INITIAL NODE DEPLOYMENT

anyCOMM will create a city-wide high-speed wireless network through the deployment of approximately 10,000 anyCOMM Nodes (herein "Nodes") on City owned assets. Initially, Nodes will be deployed in the photocell sockets of all streetlights owned by the City as of the Effective Date ("Initial Node Deployment"). Understanding that the City and Siemens Industry, Inc. ("Siemens") have planned an LED Street Lighting Conversion Project to install LED streetlights in the same time frame as anyCOMM's Initial Node Deployment, anyCOMM intends to collaborate with Siemens for the installation of those Nodes, such that Siemens (or an approved installer) can install the Nodes for the Initial Node Deployment at the same time as performing the LED lighting conversion work, which is anticipated to be completed within one (1) year of the Effective Date.

In furtherance of powering the technologies contemplated by this Agreement and beyond, permitting of Nodes to be placed on City-owned assets must be efficient and expeditious. To that end, for the Initial Node Deployment, the City anticipates issuing Siemens a single encroachment permit sufficient in scope to encompass both the LED Street Lighting Conversion Project and the Initial Node Deployment.

2. PROCEDURES FOR OTHER NODES

Working with the City, anyCOMM, or its subcontractor, will work in good faith to submit applications for encroachment permits for the Nodes beyond those covered by the Initial Node Deployment. Notwithstanding the foregoing, City acknowledges that anyCOMM may submit some of the additional Node applications during and after all of the Initial Node Deployment applications are submitted, and so long as anyCOMM is working in good faith to submit all the Node applications in a timely manner, the City agrees to the following terms, which shall last for twenty-five (25) years. anyCOMM or an approved installer shall install the anyCOMM Node on the City owned asset in the Right-of-Way, as defined in the Master Node Network Siting and Licensing Agreement.

Nodes may be installed on other City assets if authorized by the City pursuant to the Master Node Network Siting and License Agreement. For Nodes installed on other City assets (other than streetlights), items a) through d) below apply; items e) through h) apply to all Nodes installed on City-owned assets in the City:

- a) The City will ensure that review for final design approvals on City owned assets

are completed within four (4) weeks after anyCOMM submits the complete final design.

b) A design that has been reviewed pursuant to subsection a above and subsequently approved will be considered “pre-approved” for the purposes of this subsection b. The City will ensure anyCOMM the ability to bundle clusters of Node permit applications (for pre-approved designs) into a single encroachment application. All subsequent approvals associated with pre-approved designs will be streamlined and provided within two (2) business days after anyCOMM submits the application with the pre-approved design.

c) Individual permits will be issued for individual sites so future changes and site specific conditions can be addressed and tracked.

d) For anyCOMM’s Node installations, the City will allow permits to be reviewed and approved in clusters based on the timing of receipt of authorization from the City pursuant to the Master Node Network Siting and License Agreement.

e) anyCOMM or its subcontractor will work with the City in good faith to submit an application for and receive an encroachment permit prior to performing any maintenance, repair, replacement, or testing activities for the Nodes. Upon receipt of a complete application, the City shall issue each such permit for a term of five-years.

f) anyCOMM shall have a right of first refusal of City assets detailed in Exhibit G of the Master Smart Community Agreement for Node Network locations.

g) anyCOMM will work directly with the City for all Node deployments and will not be required to work through a City agent.

h) Future Node deployments will fall under the same permitting guidelines as above in this Section.

i) Yuma is one of the first cities for the deployment of the anyCOMM Solution and it is the intention of Yuma and anyCOMM to showcase the innovative capabilities of Yuma by having the City be one of the first cities to deploy a city-wide high-speed wireless network. All Nodes will be provided at no cost, and anyCOMM will share revenues with the City as set forth in the Master Smart Communities Agreement. As such, the City agrees to waive all recurring and non-recurring rental charges for placement of approximately 10,000 Nodes on City owned assets as set forth in the Master Node Network Siting and License Agreement.

3. NODE DEPLOYMENT TIMELINE. The parties shall work to enter into this Node Agreement under mutually agreeable terms within five (5) business days after the execution of the Strategic Joint Development Agreement.

4. SMART REGULATION TEAM

anyCOMM respects the City’s requirements to ensure proper diligence occurs prior to providing permits and will work in partnership with the City to work towards a best-in-class process. A Smart Regulation Team (SRT) structure will consist of:

a) Executive team from anyCOMM and the City who will provide leadership towards the above objectives, identify working teams, resolve issues as required, and evaluate success of the program.

b) Working teams from anyCOMM and the City who will meet on a regular basis to identify areas needing attention, create a process for resolution, and make recommendations to the executives as needed to resolve.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF YUMA

anyCOMM Holdings Corporation

By _____
Gregory K. Wilkinson, City Administrator

By _____

Print Name _____

Date

Title _____

ATTEST:

Date

Lynda L. Bushong, City Clerk

APPROVED AS TO FORM:

Richard W. Files, City Attorney