

**AMENDMENT NO. 1 TO THE FRANCHISE AGREEMENT  
BETWEEN THE CITY OF LAS VEGAS  
AND MCIMETRO ACCESS TRANSMISSION SERVICES CORP.**

**THIS AMENDMENT NO. 1 TO THE FRANCHISE AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND MCIMETRO ACCESS TRANSMISSION SERVICES CORP.** ("First Amendment") is executed to be effective on the 1<sup>st</sup> day of March, 2024 by and between the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter referred to as "City"), and MCImetro Access Transmission Services LLC, a Delaware limited liability company authorized to do business in the State of Nevada f/k/a MCImetro Access Transmission Services Corp. (hereinafter referred to as "MCImetro" or the "Franchisee"). The City and MCImetro may be referred to herein singularly as a "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, the Parties executed that certain Franchise Agreement Between the City of Las Vegas and MCImetro Access Transmission Services Corp. on October 3, 2018 ("Agreement");

**WHEREAS**, the Agreement will expire by its terms on March 1, 2024, unless an extension of such Agreement is approved by the Las Vegas City Council ("City Council");

**WHEREAS**, the Parties desire to negotiate mutually-acceptable terms for a new franchise agreement; and

**WHEREAS**, the Parties require additional time to complete negotiations and obtain all proper approvals from the City Council.

**NOW, THEREFORE**, based upon good and sufficient consideration, and in consideration of the recitals above and the mutual obligations of the Parties expressed herein, the Parties mutually agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by this reference.
2. Term. The Agreement shall be temporarily extended for six (6) months and shall continue in full force and effect until **September 1, 2024 at 11:59 PM (local Las Vegas time)**. It is understood and agreed by and between the Parties that this temporary extension shall not be construed as a new franchise agreement. As such, in the event the Parties finalize negotiating mutually-acceptable terms of the new franchise agreement, and the same is thereafter presented to the City Council for consideration and is thereafter approved, then this temporary extension shall be superseded thereby.
3. Obligations of Parties. This First Amendment extends the effectiveness of all other terms, conditions and obligations of the Parties pursuant to the Agreement which remains in full force and effect until the natural expiration of the Agreement as provided in paragraph 2 above.
4. Capitalized Terms. All initial capitalized terms not otherwise defined in this First Amendment shall have the meanings set forth in the Agreement.

5. Subsequent Agreements. This First Amendment shall not constitute consent or approval to any future modifications, amendments, changes or extensions to the Agreement, and shall not relieve MCImetro or any person claiming under or through MCImetro of the obligation to obtain the approval of the City Council, to the extent required under the Agreement, to any future modifications, amendments, changes or extensions to the Agreement and the terms and conditions thereof be expressed in a written document signed by both Parties.

6. Counterparts. This First Amendment may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

**[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have caused this First Amendment to be legally executed in duplicate as of the date first date written above.

CITY OF LAS VEGAS

By: \_\_\_\_\_  
CAROLYN G. GOODMAN, Mayor

ATTEST:

By: \_\_\_\_\_  
LuAnn D. Holmes, MMC  
City Clerk

Council Action  
\_\_\_\_\_, 20\_\_\_\_  
Item # \_\_\_\_\_

APPROVED AS TO FORM:

By: Carmen B. Gilbert 2/27/24  
Deputy City Attorney Date  
**Carmen B. Gilbert**  
**Deputy City Attorney**

MCIMETRO ACCESS TRANSMISSION  
SERVICES LLC

By: Dina Dye  
Printed Name: Dina Dye  
Title: Assoc. Director Regulatory