

Issue Analysis Form



Date: September 8, 2020

Item: Radio Tower

Agreements

Lead Department(s):

County

Administrator/Chief of

Police

Contact Person(s):

Percy Ashcraft

Description and Current Status

New Tower Sites - James River, Templeton & White Hill
Amendments to Existing Agreements - Disputanta, Tavern Rd. & Garysville.

Government Path

- | | | |
|--|---|--|
| Does this require IDA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require BZA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does This require Planning Commission Action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require Board of Supervisors action? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does this require a public hearing? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| If so, before what date? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Fiscal Impact Statement

James River site - \$1,660 with 3% escalator

White Hill site - \$1,660 with 3% escalator

County Impact

If the attached agreements are not approved, there will be a one year delay in implementing the new radio system because of testing requirements related to foliage.

Notes

I move approval of the following agreements and that the County Administrator be authorized to sign on behalf of the Board:

1. InSite Wireless (White Hill site - new)
2. American Tower (James River - new/Disputanta (amendment))
3. Crown Castle (Templeton - new), Garysville (amendment), & Tavern Rd. (amendment).

LEASE AGREEMENT

ATC Contract No: _____

This LEASE AGREEMENT ("**Agreement**") is entered into as of the latter signature date hereof ("**Effective Date**") by and between American Towers LLC, a Delaware limited liability company, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("**American Towers**") and County of Prince George, VA, with a place of business at 6601 Courts Drive, Prince George, VA 23875 ("**Tenant**").

I. TOWER FACILITY INFORMATION:

Site Name: WILSON VA

Site Number: 24828

Address and/or location of Tower Facility: 9715 James River Road, Hopewell, VA 23860-8210

Tower Facility Coordinates: Lat. 37° 16' 49.904" N37.28052902 Long. 77° 13' 45.485" W-77.22930145

II. NOTICE & EMERGENCY CONTACTS:

- Tenant's local emergency contact (name and number): County Administrator (804) 722-8600.
- American Towers' local emergency contact: Network Operations Communications Center (800) 830-3365.
- Notices to Tenant shall be sent to Tenant's address above to the attention of County Administrator.
- Notices to American Towers shall be sent to American Towers' address above to the attention of Contracts Manager.
- American Towers' Remittance Address: American Tower Corporation, 29637 Network Place, Chicago, IL 60673-1296; all payments shall include a reference to the Site Name and Site Number as identified above in Section I.

III. PERMITTED USE OF TOWER FACILITY BY TENANT:

Transmitting and Receiving frequencies: See Exhibit A for specific frequencies.

Antenna mount height on tower: See Exhibit A for specific location.

All other permitted uses of the Tower Facility including Tenant's Approved Equipment, and the Licensed Space are further described in Section 4 of this Agreement and Exhibits A and B attached hereto.

IV. FEES & TERM:

Monthly Lease Fee: One Thousand Seven Hundred and 00/100 Dollars (\$1,660.00), increased by the Annual Escalator on the first anniversary of the Commencement Date of this Agreement and each anniversary of the Commencement Date thereafter during the Term (as defined in Appendix I).

Annual Escalator: Three percent (3%).

Application Fee: N/A

Relocation Application Fee: N/A

Site Inspection Fee: \$1,500.00.

Initial Term: A period of fourteen (14) years beginning on the Commencement Date. The "**Commencement Date**" shall be the earlier of: (i) the date of American Towers' issuance of a NTP or (ii) September 1, 2020.

Renewal Terms: 3 additional periods of 5 years each.

Connection Fee (as described in Subsection 5(b)): N/A

Electricity for operation of Approved Equipment is to be provided by (check one):

- American Towers, with the cost of such electricity to be paid by Tenant at the initial rate of \$ _____ per month ("Utility Fee") subject to adjustment pursuant to Subsection 5(b), OR
 Tenant, at its sole expense.

V. TERMS & CONDITIONS:

The attached terms and conditions are incorporated herein by this reference.

VI. OTHER PROVISIONS:

Other provisions: (check one): None As listed below

A. PCN/PCN Retention Fee/Cross-Default. Tenant, an Affiliate of Tenant or any entity or individual acting on behalf Tenant or an Affiliate of Tenant shall only issue Prior Coordination Notices ("PCNs") for the Permitted Frequencies set forth in Exhibit A and shall not issue PCNs for any other frequencies at this Tower Facility or at any other tower facility owned and/or operated by American Towers unless Tenant has submitted an Application for use of the subject frequencies to American Towers for which a partially executed Lease Agreement shall be signed by Tenant and returned to American Towers within sixty (60) days of the submittal of the Application. Tenant shall withdraw PCNs filed for any frequencies which are not leased to Tenant by American Towers, no more than ten (10) days from the date of Tenant's withdrawal of an Application or American Towers' election to not process a Tenant-submitted Application. Failure to comply with the terms of this Subsection A shall constitute an event of default pursuant to Section 21 hereof (a "PCN Default") for which the cure period is set forth in Section 21. In the event Tenant fails to cure a PCN Default within the cure period set forth in Section 21, then, in addition to all other obligations of Tenant under this Agreement, Tenant shall pay American Towers Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per month as liquidated damages for each tower facility wherein Tenant maintains an active PCN in breach of this Subsection A ("PCN Retention Fee"). American Towers and Tenant acknowledge that holding PCNs in violation of this Subsection A reduces American Towers' opportunity to lease space at American Towers' tower facilities and since the actual amount of such lost revenue is difficult to determine, American Towers and Tenant agree that the PCN Retention Fee is a reasonable estimate of the damages that would accrue if a breach occurred. American Towers and Tenant agree that the PCN Retention Fee is fair and reasonable and would not act as a penalty to the breaching Party. The PCN Retention Fee shall be remitted by Tenant within ten (10) days of American Towers' written notice to Tenant of Tenant's uncured default of this Subsection A and Tenant shall continue to remit payment of the PCN Retention Fee on a monthly basis on or before the first day of each calendar month while such default of this Subsection A remains uncured. In the event that American Towers does not receive the PCN Retention Fee on or before the first day of each month, then American Towers may, at its option, declare a default of this Agreement and all agreements between American Towers and Tenant and the PCN Retention Fee shall continue to be due and payable as set forth herein until the time Tenant withdraws the subject PCNs.

B. Notwithstanding anything to the contrary in this Agreement, the offer expressed to Tenant in this Agreement shall automatically become null and void with no further obligation by either Party hereto if a structural analysis of the Tower Facility completed after the execution of this Agreement by American Towers but before the commencement of the installation of Tenant's Approved Equipment indicates that the Tower Facility is not suitable for Tenant's Approved Equipment unless American Towers and Tenant mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.

C. In no event shall Tenant's use of the Tower Facility, or operation of any of its equipment thereon, be conducted in a manner that interferes with American Towers' lighting system located on any of the towers, building systems, or, in the event that Tenant's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of American Towers. In the event that such interference does occur, Tenant shall be solely responsible to reimburse American

Towers for any and all costs required to modify and/or upgrade American Towers' lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.

D. American Towers and Tenant agree and acknowledge that, in consideration of American Towers' acceptance that Tenant shall maintain an umbrella policy at a reduced amount of no less than Three Million Dollars (\$3,000,000.00), Tenant shall not climb the tower for any reason whatsoever, and Tenant's maintenance of Tenant's Equipment shall be limited to equipment located on the ground or in Tenant's shelter, if any. American Towers and Tenant further agree and acknowledge that any and all contractor/subcontractors engaged by, or on behalf of Tenant, in accordance with Section 10 herein, shall not be permitted to perform any work, maintenance, and/or repairs to Tenant's Equipment located on the communications tower absent proof of maintaining insurance limits meeting those set forth in Appendix II attached hereto.

[Signatures appear on next page]

IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the day and year written below; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.

AMERICAN TOWERS

TENANT

American Towers LLC, a Delaware limited

County of Prince George, VA

liability company

By: _____

By _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

1. DEFINITIONS.

Capitalized terms defined in the body of this Agreement are indexed by location in Appendix I attached hereto. Capitalized terms used in Agreement but not defined herein are defined in Appendix I.

2. GRANT OF LEASE.

Subject to the terms of this Agreement, American Towers hereby grants Tenant a non-exclusive lease to install, maintain and operate the Approved Equipment at the Leased Space. All Approved Equipment shall be and remain Tenant's personal property throughout the Term of this Agreement. American Towers shall maintain the Tower Facility in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. In no event shall Tenant's lease as granted herein include rights to use the air space above the Approved Equipment, and American Towers reserves the right to install, construct and/or operate additional improvements or equipment of American Towers or others above Tenant's Approved Equipment, including Tenant's shelter (commonly referred to as "stacking"), provided that such additional improvements or equipment do not materially and adversely interfere with the access to or operation of the Approved Equipment, including Tenant's shelter. Tenant is not required to utilize a stackable shelter, provided that, if Tenant opts to install a shelter that is not stackable and if American Towers receives an offer to lease the air space above Tenant's non-stackable shelter by a proposed subsequent user, American Towers may, at its election, upon thirty (30) days' prior written notice require Tenant to replace such non-stackable shelter with a stackable shelter of a comparable size, provided that the proposed subsequent user agrees in writing to be wholly responsible for the cost of Tenant's shelter replacement. Subject to any limitations contained in the Ground Lease, American Towers grants Tenant a right of access to the Tower Facility 24 hours per day, 7 days per week during the Term. American Towers grants Tenant a designated location for the installation of Tenant's utilities over, under or across the Tower Facility (collectively, "**Easement**"). Tenant shall be responsible for any and all Damage or loss that results from the installation of any cables or utility wires by Tenant or any company or person retained by Tenant (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Facility. American Towers shall provide Tenant with one set of keys and/or codes to access the Tower Facility. Tenant shall be responsible for ensuring that American Towers has, at all times, a complete and accurate written list of all employees and agents of Tenant who have been provided the keys or access codes to the Tower Facility. American Towers shall have the right to continue to occupy the Tower Facility and to grant rights to others to the Tower Facility in its sole discretion. Tenant shall have no property rights or interest in the Tower Facility or the Easement by virtue of this Agreement. If American Towers' right to lease space on the Tower Facility to Tenant is subject to a right of first refusal for the benefit of a third party and if such third party exercises its right of first refusal prior to the Commencement Date, American Towers may terminate this Agreement upon written notice to Tenant.

3. EXHIBITS.

Within forty-five (45) days following the Commencement Date, Tenant shall provide American Towers with as-built or construction drawings showing the Approved Equipment as installed in both hard copy and electronic form ("**Construction Drawings**"); such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Tenant's use of the Tower Facility. Upon receipt, American Towers shall attach the Construction Drawings as Exhibit C hereto. In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern, and (b) between Exhibit A (with respect to Approved Equipment and antenna locations) together with Exhibit B (with respect to Ground Space installation locations) and Exhibit C hereto, Exhibits A and B shall govern, notwithstanding any approval or signature by American Towers or its agents. Tenant hereby acknowledges and agrees that installation of the Approved Equipment must be in strict accordance with the approved Construction Drawings and Exhibits A and B. Notwithstanding the forgoing, Tenant shall not infer nor shall acceptance of the Construction Drawings by American Towers be deemed to be a representation by American Towers that (i) such Construction Drawings or the plans

and specifications described therein are in compliance with federal, state or local laws, ordinances, rules or regulations, (ii) that such installation shall not cause impermissible or unlawful interference, or (iii) that such installation is consistent with Tenant's permitted installation as specifically set forth in Exhibits A and B hereto.

4. USE.

Subject to the terms of any Ground Lease, Tenant shall be permitted the non-exclusive right to install, maintain, operate, service, modify and/or replace its Approved Equipment at the Licensed Space, which Approved Equipment shall be utilized for the transmission and reception of wireless voice and data communications signals (such transmission and reception to be solely within the Permitted Frequencies, and, if the Permitted Frequencies include leased spectrum, within the spectrum leased to Tenant by the FCC). If as of the Effective Date, Tenant's wireless business consists of a one-way network which requires only that signals be transmitted from the Tower Facility, then notwithstanding the foregoing sentence, Tenant's use of the Tower Facility under this Agreement shall be limited to the transmission of wireless voice and data communications signals from the Tower Facility. Tenant's permitted use with respect to the Leased Space shall be limited solely to that enumerated in this Section, and, except pursuant to a separate agreement with American Towers, no person or entity other than Tenant shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Leased Space.

5. LEASE FEES; TAXES; ASSESSMENTS.

(a) **Monthly Lease Fee.** The Monthly Lease Fee as adjusted by the Annual Escalator, shall be payable in advance on the first day of each calendar month during the Term beginning upon the Commencement Date. If the Commencement Date is not the first day of a calendar month, the Monthly Lease Fee for any partial month shall be prorated on a daily basis.

(b) **Utilities.**

(i) All utility services installed on the Tower Facility for the use or benefit of Tenant shall be made at the sole cost and expense of Tenant and shall be separately metered from American Towers' utilities. Tenant shall be solely responsible for extending utilities to the Tower Facility as necessary for the operation of the Approved Equipment and for the payment of utility charges including connection charges and security deposits incurred by Tenant. Tenant shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein.

(ii) **Interruptions in Service.** American Towers shall not be liable in any respect for damages to either person or property nor shall Tenant be relieved from fulfilling any covenant or agreement hereof as a result of any temporary or permanent interruption of electrical service or of any common heating, ventilation and air conditioning system to the extent provided by American Towers. American Towers shall use reasonable diligence to restore any interruption as promptly as practicable to the extent that American Towers can reasonably affect such restoration, but Tenant shall have no claim for damages, consequential or otherwise, on account of any interruption. American Towers has no obligation or responsibility to provide emergency or "backup" power to Tenant.

(c) **Taxes.**

(i) **Property Taxes.** To the extent Tenant is not exempt by applicable law, Tenant shall be responsible for the reporting and payment when due of any tax directly related to Tenant's ownership or operation of the Approved Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Tenant shall reimburse American Towers in full for any taxes assessed against American Towers but attributed to the Approved Equipment within thirty (30) days of American Towers' request for such reimbursement. American Towers shall pay all property taxes directly

assessed against American Towers' property or for which American Towers is obligated to pay under the Ground Lease, provided, however, Tenant shall reimburse Tenant's pro rata share of such taxes. Tenant's pro rata share shall be determined by dividing such taxes evenly among all users American Towers has permitted to utilize any portion of the Tower Facility. Tenant shall reimburse American Towers for such taxes within thirty (30) days of American Towers' request for such reimbursement.

(ii) **Sales; Use and Other Taxes.** American Tower shall be responsible for billing, collecting, reporting, and remitting sales, use and other taxes directly related to any Monthly Lease Fee or other payments received pursuant to this Agreement. To the extent Tenant is not exempt by applicable law, Tenant shall be responsible for reimbursing American Tower for all such sales, use and other taxes billed related to any payments received pursuant to this Agreement. American Tower shall add to the Monthly Lease Fee or any other payment then due and payable any associated sales, use or other tax, which shall be paid by Tenant at the same time and in the same manner as the Monthly Lease Fee or other payment due and payable under this Agreement.

(d) **Intentionally Deleted.**

(e) **Intentionally Deleted.**

(f) **Payment Address.** All payments due under this Agreement shall be made to American Towers at American Towers' Remittance Address shown on page 1 of this Agreement or such other address as American Towers may notify Tenant of in writing.

(g) **No Set-Off.** All payments due under this Agreement shall be due without set-off, notice, counterclaim or demand from American Towers to Tenant.

(h) **Effect of Partial Payment.** No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and American Towers may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

6. TERM.

(a) **Initial Term.** The Initial Term of this Agreement shall be as specified on page 1.

(b) **Renewal Term.** The Term of this Agreement may be extended for each of the Renewal Terms as specified on page 1 of this Agreement, provided that at the time of each such renewal, (i) the Ground Lease remains in effect and has not expired or been terminated, (ii) Tenant is not in default hereunder and no condition exists which if left uncured would with the passage of time or the giving of notice result in a default by Tenant hereunder and (iii) the original Tenant identified on page 1 of this Agreement has not assigned, sublicensed, subleased or otherwise transferred any of its rights hereunder. Provided that the foregoing conditions are satisfied, this Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the end of the then existing Term.

(c) **Holdover Term.** If Tenant fails to remove the Approved Equipment at the expiration of the Term, such failure shall be deemed to extend the Term of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a monthly lease fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount equal to one hundred fifty percent (150%) of the Monthly Lease Fee in effect for the last month of the Term prior to the commencement of such month-to-month term ("**Holdover Fee**"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to six percent (6%) of the Holdover Fee in effect for the month immediately prior to the month in which such escalation takes place, and (ii) the month-to-month extension shall be terminable upon fifteen (15) days' prior written notice from

either American Towers or Tenant to the other; provided, however, nothing contained herein shall grant Tenant the unilateral right to extend the Term of this Agreement after the expiration of the Term. In addition to the monthly lease fee payable to American Towers in the event of an extension under this Subsection 6(c), Tenant agrees to indemnify and hold American Towers harmless from any Damages arising out of or in connection with the extension, the operation of the Approved Equipment at the Tower Facility and Tenant's failure to perform all of its obligations under this Agreement at the termination or earlier expiration of this Agreement.

7. COMMON EXPENSES.

Tenant shall reimburse American Towers for Tenant's pro-rata share of all common expenses (the "**Common Expenses**") incurred by American Towers in the installation, operation, maintenance and repair of the Tower Facility, including, but not limited to, the construction, maintenance and repair of a common septic system and field, insurance, common utilities and any and all other costs of operating and maintaining the Tower Facility. Notwithstanding the foregoing, the cost and expenses associated with any Damage which is directly attributable to the acts or omissions of Tenant or Tenant's contractors shall be borne solely by Tenant. Tenant shall not be required to pay any share of costs or expenses incurred to replace the Tower. In the event that Tenant also leases space within a building or shelter owned by American Towers on the Tower Facility, Tenant shall also reimburse American Towers for its pro-rata share of all Common Expenses incurred for the operation, maintenance, repair and replacement associated with such building or shelter, including, without limitation, the physical structure of the building, HVAC system, and common utility expenses. In the event that Tenant is connected to a generator or back-up power supply owned by American Towers, Tenant shall also reimburse American Towers for its pro-rata share of all expenses incurred for the operation, maintenance, repair and replacement associated with such generator, including, without limitation, fuel expenses. For the purposes of this Section, a "pro-rata share" of costs and expenses shall be determined based on the number of tenants using the Tower Facility (or with respect to a shared shelter or building, the number of tenants using American Towers' shelter or building) on the first day of the month in which an invoice is mailed to Tenant. Tenant shall reimburse American Towers for Common Expenses within thirty (30) days following receipt of an invoice from American Towers.

8. SITE INSPECTION.

Concurrent with Tenant's delivery of a fully executed Agreement to American Towers, and before the date of any subsequent modifications to or installation of additional Approved Equipment, Tenant shall pay American Towers the Site Inspection Fee as defined on page 1 of this Agreement. Tenant acknowledges that any site inspection performed by American Towers of Tenant's installation is for the sole purpose and benefit of American Towers and its affiliates, and Tenant shall not infer from or rely on any inspection by American Towers as assuring Tenant's installation complies with any Applicable Laws, that the installation was performed in a good, workmanlike manner or that such installation will not cause impermissible or unlawful interference.

9. LABELING.

Tenant shall identify its Approved Equipment, including its equipment cabinets and coaxial cable (at the top and bottom of the Tower) (unless such cabinet is located in a building or cabinet owned by Tenant) by labels with Tenant's name, contact phone number and date of installation. In the event that Tenant fails to comply with this provision and fails to cure such deficiency within ten (10) days of American Towers' written notice of such failure, American Towers may, but is not obligated to, in addition to any other rights it may have hereunder, label the Approved Equipment and assess against Tenant a fee of \$1,500 ("**Labeling Fee**") which shall be payable to American Towers upon receipt of an invoice therefor. American Towers shall not be responsible to Tenant for any expenses or Damages incurred by Tenant arising from the interruption of Tenant's service caused by American Towers if American Towers is unable to identify the Approved Equipment as belonging to Tenant as a result of Tenant's failure to label such Approved Equipment.

10. IMPROVEMENTS BY TENANT.

(a) **Installation and Approved Vendors.** Prior to the commencement of any Work on the Tower Facility, Tenant shall submit to American Towers for review and approval, which approval shall not be unreasonably withheld, detailed plans and specifications accurately describing all aspects of the proposed Work. Tenant shall provide notice to American Towers no less than 5 days prior to the date upon which Tenant intends to commence Work at the Tower Facility, together with a construction schedule, so American Towers has the opportunity to be present during any such Work. Tenant shall not commence Work on the Tower Facility until American Towers issues to Tenant a NTP. American Towers shall issue a NTP only upon request from Tenant and receipt of the following complete and accurate documentation: (1) evidence that any contingencies set forth in the approval of Tenant's Application have been satisfied; (2) evidence that Tenant has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by American Towers for the proposed equipment installation; (4) evidence that any party, other than American Towers but including Tenant, that will be performing the Work are on American Towers' approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with American Towers naming American Towers as an additional insured and which otherwise satisfy the insurance coverage requirements set forth in Subsection 15(d) of this Agreement; and (5) a construction schedule. In no event will a NTP be issued prior to the payment by Tenant of a Relocation Application Fee when required pursuant to Subsection 10(c) of this Agreement. Notwithstanding anything to the contrary in this Agreement, American Towers reserves the right, in its sole discretion, to refuse to permit any person or company to climb the Tower.

(b) **Structural Analysis/Interference Analysis.** Prior to the commencement of any Work on the Tower Facility by or for the benefit of Tenant, American Towers may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower Facility for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Space by Tenant. Tenant agrees to remit payment to American Towers for all reasonable costs and expenses incurred by American Towers for such structural analysis or professional engineer's certified letter ("**Structural Analysis Fee**") within thirty (30) days following receipt of an invoice from American Towers. The foregoing charge shall be at American Towers' prevailing rates for the performance of same or the amount American Towers' vendor is then charging American Towers, as applicable. In the event a structural analysis is performed after the execution of this Agreement but prior to the initial installation of the Approved Equipment, and such analysis indicates that the existing Tower cannot accommodate the proposed installation of Tenant's Approved Equipment thereon, American Towers shall notify Tenant that modification of the Tower is required and inform Tenant of the fee American Towers will charge Tenant to complete such modification (which fee shall be a reasonable estimate of American Towers' actual cost of making such modifications). Such modification shall become part of the Tower Facility and be American Towers' sole property. If Tenant elects not to pay such fee, and Tenant and American Towers do not otherwise reach an agreement regarding the costs of such modification, Tenant may terminate this Agreement upon written notice to American Towers. Prior to the commencement of any initial or subsequent construction or installation on the Tower Facility by or for the benefit of Tenant and/or the modification of Tenant's Permitted Frequencies propagated from the Licensed Space, American Towers may elect to perform a shared site interference study ("**SSIS**") and Tenant shall pay American Towers a fee of \$1,600.00 per study ("**SSIS Fee**"), as adjusted annually on the anniversary of the Commencement Date by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time Tenant pays the Relocation Application Fee where required pursuant to Subsection 10(c) of this Agreement, or immediately upon receipt of notice from American Towers that American Towers has determined that a SSIS is required. In the event a SSIS is performed after the execution of this Agreement by American Towers but prior to the installation of Tenant's Approved Equipment, and such SSIS indicates that the proposed installation of Tenant's Approved Equipment on the Tower is acceptable, such an indication in no way relieves Tenant of its obligations under Section 11 herein.

(c) **Equipment; Relocation, Modification, Removal.** American Towers hereby grants Tenant reasonable access to the Licensed Space for the purpose of installing and maintaining the Approved Equipment and its appurtenances. Except as otherwise provided, Tenant shall be responsible for all site Work to be done on the Licensed Space or the Easement pursuant to this Agreement. Tenant shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Approved Equipment. Tenant shall not construct, install or operate any equipment or improvements on the Tower Facility other than those which are described on Exhibit A, alter the Permitted Frequencies, or alter the operation of the Approved Equipment. Tenant shall submit an Application, utilizing American Towers' then current form, to request the right to replace or modify its Approved Equipment, alter the Permitted Frequencies or increase the Ground Space, which Application shall be accompanied by a Relocation Application Fee. American Towers shall evaluate for approval the feasibility of Tenant's request, which approval shall be in American Towers' sole discretion. Tenant acknowledges that any such relocation or modification of the Approved Equipment may result in an increase in the Monthly Lease Fee. An amendment to this Agreement shall be prepared to reflect each addition or modification to Tenant's Approved Equipment to which American Towers has given its written consent and the resulting increase in the Monthly Lease Fee, if any. Tenant shall have the right to remove all Approved Equipment at Tenant's sole expense on or before the expiration or earlier termination of the Lease provided Tenant repairs any damage to the Tower Facility or the Tower caused by such removal. Within thirty (30) days of the expiration or termination of this Agreement for any reason, Tenant shall: (i) remove the Approved Equipment and any other property of Tenant at the Tower Facility at Tenant's sole risk, cost, and expense; (ii) deliver the Licensed Space in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within ten (10) days of the occurrence of such damage. If Tenant fails to timely pay the Holdover Fee or does not remove its Approved Equipment within thirty (30) days after the expiration or termination of this Agreement, (i) the Approved Equipment shall be deemed conclusively and absolutely abandoned by Tenant and anyone claiming by, through, or under Tenant except for Hazardous Materials and waste and Approved Equipment containing Hazardous Materials and waste; and (ii) American Towers shall have the right to remove the Approved Equipment at Tenant's sole expense and dispose of such Approved Equipment in any manner American Towers so elects, and Tenant shall reimburse American Towers for its expenses upon demand without off-set.

11. RF INTERFERENCE/ USER PRIORITY.

(a) **Definitions.** For purposes of this Section 11, the following capitalized terms shall have the meanings set forth herein:

(i) **Interference** includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by unwanted energy emissions, radiations, or inductions, but shall not include permissible interference as defined by the FCC, and in addition, with regard to Unlicensed Frequencies, congestion.

(ii) **Licensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are licensed by the FCC in the geographic area where the Tower Facility is located.

(iii) A **Licensed User** is any user of the Tower Facility, including Tenant, which transmits and/or receives Licensed Frequencies at the Tower Facility, but only with respect to such Licensed Frequencies.

(iv) A **Priority User** is any Licensed User of the Tower Facility that holds a priority position in relationship to Tenant for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(v) A **Subsequent User** is any user of the Tower Facility that holds a subordinate position in relationship to Tenant for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(vi) **Unlicensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are not licensed by the FCC and are available for use by the general public in the geographic area where the Tower Facility is located.

(vii) An **Unlicensed User** is any user of the Tower Facility, including Tenant, which transmits and/or receives Unlicensed Frequencies at the Tower Facility, but only with respect to such Unlicensed Frequencies.

(b) **Information.** Tenant shall cooperate with American Towers and with other lessees, tenants or occupants of the Tower Facility for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Tenant, within ten (10) days of American Towers' request, shall provide American Towers with a list of Tenant's transmit and receive frequencies and Approved Equipment specifications necessary to resolve or investigate claims of Interference.

(c) **Unlicensed Frequencies.** Notwithstanding any other provision contained herein, as among American Towers, Tenant and other users of the Tower or Tower Facility, (i) an Unlicensed User shall have no priority with respect to any other FCC Unlicensed Users with respect to Interference; and (ii) an Unlicensed User's rights and obligations with respect to such Interference shall be determined and governed by FCC Rules and Regulations and any other Applicable Law. American Towers expressly disclaims any and all warranties and accepts no responsibility for management, mediation, mitigation or resolution of Interference among FCC Unlicensed Users operating at the Tower Facility and shall have no liability therefor.

(d) **Licensed Frequencies.** Subject to FCC Rules and Regulations and other Applicable Law, the Parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Licensed Users has been based on the priority of occupancy of each user to another user of the Tower or Tower Facility, which priority has been based on the order of submittal of its collocation Application by each user of the Tower or Tower Facility. Should the application of FCC Rules and Regulations and other Applicable Law not resolve any claims of Interference consistent with Subsections 11(e), 11(f) and 11(g) below, as among American Towers, Tenant and other users of the Tower Facility, (i) each Licensed User's priority shall be maintained so long as the Licensed User does not change the equipment and/or frequency that it is entitled to use at the Tower Facility at the time of its initial occupancy; and (ii) Tenant acknowledges and agrees that if Tenant replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described on page 1 of this Agreement, Tenant will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other Licensed Users which are in place as of the date Tenant replaces its Approved Equipment or alters its radio frequency, consistent with this Section 11.

(e) **Correction.**

(i) **Tenant.** Tenant agrees not to cause Interference with the operations of any other user of the Tower or Tower Facility and to comply with all other terms and provisions of this Section 11 imposed upon Tenant. If American Towers determines, in its reasonable discretion based on standard and accepted engineering practices, that Tenant's Approved Equipment is causing Interference to the installations of American Towers or a Priority User, Tenant shall, within 48 hours of notification from American Towers, take such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Tenant's operations. If Tenant cannot mitigate or eliminate such Interference within the 48 hour period, American Towers may file a complaint with the FCC (currently the FCC's Enforcement Bureau, Spectrum Enforcement Division) or if such other user of the Tower Facility which is subject to Interference from Tenant's Approved Equipment is a Priority User, then upon the request of such Priority User consistent with American Towers' contractual obligations owed to the Priority User, American Towers may require that Tenant turn off or power down its interfering Approved Equipment and only power up or use such Approved Equipment during off-peak hours specified by American Towers in order to test whether such Interference continues or has been satisfactorily eliminated. If Tenant is unable to resolve or eliminate, to the satisfaction of American Towers, such Interference within thirty (30) days from

Tenant's initial notification thereof, Tenant will immediately remove or cease operations of the interfering Approved Equipment.

(ii) **American Towers.** Upon the request of Tenant, American Towers hereby covenants to take commercially reasonable efforts to prohibit a Subsequent User from causing Interference with the operations of Tenant to the extent Tenant is a Priority User pursuant this Section 11. If American Towers determines, in its reasonable discretion based on standard and accepted engineering practices, that a Subsequent User's equipment is causing Interference to the installations of Tenant, upon Tenant's request, American Towers shall, within 48 hours of request, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Subsequent User's operations.

(iii) **Government Users.** Notwithstanding the foregoing, if another user of the Tower or Tower Facility is a governmental entity, American Towers shall give such governmental entity written notice of the Interference within 5 Business Days of American Towers' determination that such action is reasonably necessary. American Towers shall have the right to give the governmental entity 5 Business Days, or more as specified in the governmental site or occupancy agreement or as required by Applicable Law, from the receipt of such notice prior to American Towers being required to take any actions required by this Subsection 11(e) to cure such Interference.

(f) **FCC Requirements Regarding Interference.** Nothing herein shall prejudice, limit or impair Tenant's rights under Applicable Law, including, but not limited to, FCC Rules and Regulations to redress any Interference independently of the terms of this Section 11. Notwithstanding anything herein to the contrary, the provisions set forth in this Section 11 shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations and nothing herein relieves Tenant from complying with all Applicable Laws governing the propagation of radio frequencies and/or radio frequency interference. The Parties acknowledge that currently FCC Rules and Regulations govern the obligations of wireless telecommunication service providers with respect to the operation of equipment and use of frequencies. Consequently, the provisions set forth in this Section 11 are expressly subject to CFR, Title 47, including but not limited to Part 15, et seq, governing Radio Frequency Devices; Part 20, et seq, governing commercial mobile radio services; Part 24, et seq, governing personal communications services; and Part 90, et seq, governing private land mobile radio services. In addition, in accordance with good engineering practice and standard industry protocols, tenants employ a wide range of techniques and practices, including those involving the use of proper types of equipment as well those related to the adjustment of operating parameters, in a mutually cooperative effort to identify and mitigate sources of Interference. The obligation of Part 20 tenants, including, but not limited to, private paging, specialized mobile radio services, cellular radiotelephone service and personal communications services, to avoid Interference is set forth in 47 CFR Part 90, Subpart N – Operating Requirements, §90.403(e). Claims of Interference are ultimately cognizable before the FCC's Enforcement Bureau, Spectrum Enforcement Division. Tenant shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among tenants, in the deployment of their frequencies and the operation of the Approved Equipment. If Tenant deploys its frequencies or operates the Approved Equipment in a manner which prevents any other user of the Tower or Tower Facility from decoding signal imbedded in their licensed frequencies such that the Spectrum Enforcement Division makes a determination that Tenant is the cause of the Interference and Tenant fails or refuses to mitigate or eliminate the Interference within the time and in the manner prescribed by the Spectrum Enforcement Division, Tenant shall be default of this Agreement and the remedies set forth in Section 22 shall apply.

(g) **Public Safety Interference.** As of the Commencement Date, American Towers and Tenant are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*, November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("**Final Rule**"). Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.

(h) **AM Detuning.** The parties acknowledge that the FCC Rules and Regulations govern the obligations of Tenant with respect to the operation of the Approved Equipment. Consequently, the provisions set forth in this Agreement are expressly subject to the FCC Rules and Regulations, including, but not limited to 47 C.F.R. §§ 27.63, 22.371 and 73.1692. Tenant agrees, at Tenant's sole cost, to comply with the foregoing as well as any and all other FCC Rules, Regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Tenant shall be fully responsible for any pre and/or post installation testing for AM interference at the Tower Facility and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the installation of the Approved Equipment. Tenant shall provide American Towers with written proof of such compliance. In the event that Tenant determines that pre or post-installation testing for AM interference is not required at the Tower Facility, such a determination shall be at Tenant's sole risk. If Tenant or American Towers receives a complaint of interference from an AM broadcast station after the Approved Equipment is added to a Tower or a Tower is modified to accommodate Tenant, Tenant shall eliminate such interference within thirty (30) calendar days of the receipt of such complaint. Tenant's failure to eliminate such interference within such thirty (30) day period shall constitute a default under this Agreement and American Towers shall have the right to eliminate such interference at Tenant's expense. Tenant further agrees to indemnify American Towers in the event that Tenant's failure to comply with the FCC Rules and Regulations prior to installation/modification of the Approved Equipment results in any administrative investigation, proceeding or adjudication with respect to American Towers.

12. SITE RULES AND REGULATIONS.

Tenant agrees to comply with the reasonable rules and regulations established from time to time at the Tower Facility by American Towers, which may be modified by American Towers from time to time upon receipt by Tenant of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Tenant's use of the Licensed Space under this Agreement.

13. DESTRUCTION; CONDEMNATION.

(a) **Destruction.** If the Tower or other portions of the improvements at the Tower Facility owned by American Towers are destroyed or so damaged as to materially interfere with Tenant's use and benefits from the Licensed Space, American Towers or Tenant shall be entitled to elect to cancel and terminate this Agreement on the date of such casualty and any unearned Monthly Lease Fee paid in advance of such date shall be refunded by American Towers to Tenant within thirty (30) days of such termination date. Notwithstanding the foregoing, American Towers may elect, in its sole discretion, to restore the damaged improvements, in which case Tenant and American Towers shall remain bound to the terms of this Agreement but Tenant shall be entitled to an abatement of the Monthly Lease Fee during the loss of use. If the Tower is so damaged that reconstruction or repair cannot reasonably be undertaken without removing the Approved Equipment, then (i) American Towers may, upon giving written notice to Tenant, remove any of the Approved Equipment and interrupt the signal activity of Tenant, (ii) Tenant may, at Tenant's sole cost and expense, install temporary facilities pending such reconstruction or repair, provided such temporary facilities do not interfere with the construction, rebuilding or operation of the Tower, (iii) American Towers agrees to provide Tenant alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period and (iv) should American Towers not substantially restore or replace the Tower in a fashion sufficient to allow Tenant to resume operations thereon within 6 months of the date of casualty, provided that such 6 month period shall be automatically extended for so long as American Towers has commenced and diligently continues to restore or replace such Tower, and Tenant's operation has been materially disrupted for sixty (60) or more consecutive days, then Tenant, upon thirty (30) days' prior written notice to American Towers, may terminate this Agreement.

(b) **Condemnation.** If the whole or any substantial part of the Tower Facility shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with Tenant's use thereof and benefits from the Licensed Space, then this Agreement shall terminate on the part so taken on the date of possession by such

authority of that part, and American Towers or Tenant shall have the right to terminate this Agreement and any unearned Monthly Lease Fee paid in advance of such termination shall be refunded by American Towers to Tenant within thirty (30) days following such termination. Notwithstanding the foregoing, American Towers may elect to rebuild the Tower or other improvements affected by such condemnation at an alternate location or property owned, leased or managed by American Towers, in which case Tenant and American Towers shall remain bound hereby. Upon such relocation of the Tower or improvements, the Licensed Space shall be modified to include the new Tower or improvements and the property on which the same are located and this Agreement shall be amended accordingly to clarify the rights of American Towers and Tenant with respect to the Licensed Space. Tenant agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to American Towers with regard to such condemnation.

(c) **Lease Fee Abatement.** The Monthly Lease Fee with respect to the affected Tower Facility shall be abated during any period that the Tower has not been restored following an event described in Subsections (a) or (b) above so long as Tenant is unable to continue to operate from a temporary location at the Tower Facility during any period of restoration.

14. COMPLIANCE WITH LAWS.

American Towers shall be responsible for compliance with any marking and lighting requirements of the FAA and the FCC applicable to the Tower Facility, provided that if the requirement for compliance results from the presence of the Approved Equipment on the Tower, Tenant shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Tenant has the responsibility of carrying out the terms of Tenant's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Tenant are in excess of those required of American Towers. Notwithstanding anything to the contrary in this Agreement, Tenant shall at all times comply with all Applicable Laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.

15. INDEMNIFICATION; INSURANCE.

(a) **Mutual Indemnity.** Subject to the mutual waiver of subrogation set forth in Section 27, Tenant and American Towers each indemnifies the other to the extent permitted by law against and holds the other harmless from any and all costs, demands, Damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Licensed Space by the Indemnifying Party. This indemnity does not apply to any Claims to the extent arising from the gross negligence or intentional misconduct of the Indemnified Party.

(b) **Limits on Indemnification.** Neither Party shall be responsible or liable to any of the foregoing Indemnified Parties for any Damages arising from any claim to the extent attributable to any acts or omissions of other tenants or users occupying the Tower Facility or for any structural or power failures or destruction or damage to the Tower Facility except to the extent caused by the sole, joint, or concurrent gross negligence or willful misconduct of such Party.

(c) **Survival.** The provisions of this Section 15 shall survive the expiration or earlier termination of this Agreement with respect to any events occurring on or before expiration or termination of same whether or not Claims relating thereto are asserted before or after such expiration or termination.

(d) **Insurance.** American Towers and Tenant shall keep in full force and effect, during the Term of this Agreement, insurance coverage in accordance with Appendix II attached hereto.

16. LIMITATION OF PARTIES' LIABILITY.

NEITHER AMERICAN TOWERS NOR TENANT SHALL BE RESPONSIBLE FOR, AND HEREBY WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (i) TENANT'S USE OR TENANT'S INABILITY TO USE THE TOWER FACILITY, OR (ii) DAMAGE TO THE OTHER'S EQUIPMENT. If American Towers shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Agreement or is charged with an indemnity obligation hereunder, and if Tenant shall, as a consequence thereof, recover a money judgment against American Towers (whether compensatory or punitive in nature), Tenant agrees that it shall look solely to American Towers' right, title and interest in and to the Tower Facility and the Tower for the collection of such judgment, and Tenant further agrees that no other assets of American Towers shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment, and that American Towers shall not be personally liable for any deficiency.

17. DISCLAIMER OF WARRANTY.

AMERICAN TOWERS HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TOWER FACILITY OR THE TOWER. TENANT HEREBY ACCEPTS THE TOWER FACILITY "AS IS, WHERE IS, WITH ALL FAULTS."

18. NOTICES.

All notices, demands, approvals, requests and other communications shall be in writing to such Party at the address listed in the introductory paragraph of this Agreement (and in each case, in the event of notice to American Towers, with a copy of such notice to American Towers LLC, 116 Huntington Avenue, Boston, MA 02116, Attention: General Counsel) or at such other address as such Party shall designate by notice to the other Party hereto in accordance with this Section 18 (the "**Notice Address**") and may be personally delivered; mailed, via United States certified mail, return receipt requested; or transmitted by overnight courier for next Business Day delivery, and, if not delivered personally, shall be deemed to be duly given or made 2 Business Days after deposit with the applicable carrier or courier. Notices will be deemed to have been given upon either receipt or rejection. Notwithstanding the foregoing, (i) any notice that is given by a Party may be given by the attorneys for that Party and shall be deemed effective for all purposes herein, and (iii) only notices, letters, documents, or instruments threatening to declare or declaring such addressee or recipient in default under this Agreement shall be required to be sent to the attorneys representing such addressee or recipient, if the name and address of such attorney is provided for herein.

19. ASSIGNMENT; SUBLEASING.

Tenant may not, directly or indirectly, assign this Agreement as a whole, or any portion of Tenant's rights, title and interests hereunder without American Towers' prior written consent. In no event may Tenant sublet, sublease, or permit any use of the Tower Facility or Licensed Space by any other party. Any permitted assignee shall expressly assume, and become bound by, all of Tenant's obligations under this Agreement. American Towers may freely assign, transfer, or sublease this Agreement and, in such event, American Towers shall be relieved of all of its obligations under this Agreement from and after the date of such assignment or transfer. Tenant shall pay American Towers a fee of \$500.00 (which fee shall increase annually on each anniversary of the Commencement Date by a percentage rate increase equal to the Annual Escalator) in each instance in which Tenant requests American Towers to consent to an assignment of this Agreement or in which Tenant seeks an estoppel certificate, non-disturbance agreement, subordination agreement or other similar agreement to defray the administrative cost incurred by American Towers to process such requests, prepare and process any necessary documentation, and modify its database and other information systems to reflect any such agreement. Such fee is due upon submission of American Towers' request and is hereby deemed fully earned by American Towers upon receipt. Notwithstanding anything to the contrary, American Towers may condition its consent to any assignment, on among other things, (i) requiring that the assignee execute a new form of lease agreement so long as the Monthly Lease Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement, and (ii) requiring the assignee to demonstrate that it

maintains at the time of such assignment, as evidenced by current financial statements provided to American Towers, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Tenant hereunder through the unexpired balance of the then current Initial Term or Renewal Term. Any purported assignment by Tenant in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.

20. SUBORDINATION TO GROUND LEASE.

The Parties acknowledge and agree that in the event American Towers' rights in the Licensed Space and/or any part of the Tower Facility is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement (a "**Ground Lease**"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of the applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Tenant agrees to comply with the terms of such Ground Lease as applicable to the access and occupancy of the Licensed Space. Notwithstanding anything contained in this Agreement to the contrary, if the Ground Lease expires or is terminated for any reason, this Agreement shall terminate on the effective date of such termination and American Towers shall have no liability to Tenant as a result of the termination of this Agreement. American Towers is under no obligation to extend the term of or renew the Ground Lease. American Towers shall give Tenant written notice of such termination or expiration of this Agreement as a result of the termination or expiration of the Ground Lease as soon as practicable. Unless prohibited by the terms of such Ground Lease, upon Tenant's written request, American Towers shall provide a copy of any applicable Ground Lease with the economic terms and other terms that American Towers deems reasonably confidential redacted.

21. DEFAULT.

The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement by Tenant: (i) any failure of Tenant to pay the Monthly Lease Fee, or any other charge for which Tenant has the responsibility of payment under this Agreement, within ten (10) Business Days of the date following written notice to Tenant from American Towers, or its designee, of such delinquency, it being understood, however, that American Towers is obligated to provide such notice only two times in each calendar year, and the third instance of the failure to pay the Monthly Lease Fee or any other charge shall be an immediate default without notice to Tenant if not paid within ten (10) Business Days of the date when due; (ii) except for a PCN Default for which the cure period is set forth in clause (iv) below, any failure of Tenant to perform or observe any term, covenant, provision or condition of this Agreement which failure is not corrected or cured by Tenant within thirty (30) days of receipt by Tenant of written notice from American Towers, or its designee, of the existence of such a default; except such thirty (30) day cure period shall be extended as reasonably necessary to permit Tenant to complete a cure so long as Tenant commences the cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of Tenant to abide by the Interference provisions as set forth in Section 11; (iv) a PCN Default occurs that Tenant fails to cure within ten (10) days of American Towers' written notice to Tenant, or its designee of the existence of such default; (v) Tenant shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Tenant which cannot be or is not dismissed by Tenant within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Tenant's assets, or Tenant makes an assignment for such purposes for the benefit of creditors; (vi) this Agreement or Tenant's interest herein or Tenant's interest in the Tower Facility are executed upon or attached; (vii) Tenant commits or fails to perform an act which results in a default under or nonconformance with the Ground Lease by American Towers and the same shall not be cured within 5 Business Days (or such shorter time as permitted under the Ground Lease to cure) of the date following written notice to Tenant from American Towers, or its designee, of such default; or (viii) the imposition of any lien on the Approved Equipment except as may be expressly authorized by this Agreement, or an attempt by Tenant or anyone

claiming through Tenant to encumber American Towers' interest in the Tower Facility, and the same shall not be dismissed or otherwise removed within ten (10) Business Days of written notice from American Towers to Tenant.

22. REMEDIES.

In the event of a default or a breach of this Agreement by Tenant and after Tenant's failure to cure the same within the time allowed Tenant to cure such default, if applicable, then American Towers may, in addition to all other rights or remedies American Towers may have hereunder at law or in equity, (i) terminate this Agreement by giving written notice to Tenant, stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Monthly Lease Fees and other charges or fees which would have otherwise been due American Towers absent a breach of this Agreement by Tenant, discounted by an annual percentage rate equal to five percent (5%), (ii) terminate electrical power to the Approved Equipment, and/or (iii) remove the Approved Equipment without being deemed liable for trespass or conversion and store the same at Tenant's sole cost and expense for a period of thirty (30) days after which the Approved Equipment, other than Hazardous Materials, will be deemed conclusively abandoned if not claimed by Tenant. Tenant shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost reasonably incurred by American Towers in recovering the Monthly Lease Fee or other fee or charge. Tenant shall not be permitted to claim the Approved Equipment until American Towers has been reimbursed for removal and storage fees. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to eighteen percent (18%) per annum, or at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Tenant shall be assessed a late payment fee equal to twenty-five percent (25%) of the then-current Monthly Lease Fee for any payment or reimbursement due to American Towers under this Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each thirty (30) day period thereafter that any such amount (or portion thereof) remains unpaid.

23. GOVERNMENTAL APPROVALS; PERMITS.

In the event that any governmental permit, approval or authorization required for American Towers' use of, operation of, or right to lease space to Tenant at the Tower Facility is terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, American Towers may terminate this Agreement. Tenant hereby agrees that in the event of a governmental or legal order requiring the removal of the Approved Equipment from the Tower, the modification of the Tower, or the removal of the Tower, Tenant shall remove the Approved Equipment promptly, but in no event later than the date required by such order, at Tenant's sole cost and expense. American Towers shall cooperate with Tenant in Tenant's efforts to obtain any permits or other approvals that may be necessary for Tenant's installation and operation of the Approved Equipment, provided that American Towers shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. American Towers may elect to obtain such required approvals or permits on Tenant's behalf, at Tenant's sole cost and expense. In no event may Tenant encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Facility or American Towers' current or future use or ability to lease space at the Tower Facility as part of or in exchange for obtaining any such approval or permit. In the event that Tenant's shelter or cabinets are installed above a third-party or American Towers-owned shelter or building, Tenant shall be solely responsible for obtaining any required approvals, or permits in connection with such shelter or cabinet installation, excepting the consent of other users at the Tower Facility and/or the ground landlord which shall remain the sole responsibility of American Towers where required.

24. REPLACEMENT OF TOWER/RELOCATION OF APPROVED EQUIPMENT.

(a) **Replacement of Tower.** American Towers may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (i) be at American Towers' sole cost and (ii) not result in an interruption of Tenant's communications services beyond that which is necessary to replace the

existing Tower. If Tenant, in Tenant's reasonable discretion, cannot operate the Approved Equipment from the existing Tower during such replacement or rebuild of the Tower, Tenant may establish, at Tenant's sole cost, a temporary facility on the Tower Facility to provide such services as Tenant deems necessary during any such construction by American Towers so long as adequate space is then available. The location of such temporary facilities shall be subject to American Towers' approval. The Monthly Lease Fee due hereunder shall be abated for any period during which Tenant is prevented from broadcasting from the existing Tower due to such replacement or relocation. At the request of either Party, American Towers and Tenant shall enter into an amendment to this Agreement to clarify the rights of American Towers and Tenant to the new Tower Facility.

(b) **Intentionally Deleted.**

(c) **Tower Removal:** If during the term of this Agreement American Towers determines based on engineering structural standards generally applied to communications towers that the Tower is or has become structurally unsound such that pursuant to generally accepted industry safety standards the Tower or a portion thereof must be removed, then, upon ninety (90) days' prior written notice to Tenant, American Towers may, in its sole discretion either (i) remove the Tower and terminate this Agreement effective as of the date of such removal, or (ii) modify the Tower and relocate Tenant's Approved Equipment to an alternative location on the modified Tower. If Tenant and American Towers are not able to agree on an alternative location on the modified Tower for the installation of Tenant's Approved Equipment within the foregoing ninety (90) day notice period, then Tenant or American Towers may elect to terminate this Agreement.

25. EMISSIONS.

If antenna power output ("**RF Emissions**") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("**MPE**") limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Tenant shall comply with American Towers' reasonable requests for modifications to the Approved Equipment which are reasonably necessary for American Towers to comply with such limits, rules, regulations, restrictions or ordinances and American Towers shall use commercially reasonable efforts to cause all other tenants of the Tower Facility to promptly comply. If American Towers requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Tenant and all other tenants of the Tower within thirty (30) days of American Towers' request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not comply with MPE limits, then Tenant and American Towers, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, American Towers shall use commercially reasonable efforts to cause all other tenants of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

26. ENVIRONMENTAL.

Tenant covenants that it will not use, store, dispose, or release any Hazardous Substances on the Tower Facility in violation of Applicable Law. Tenant agrees to indemnify and save harmless American Towers against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Tenant's breach of any of the covenants contained in this Section 26. The obligations of Tenant to indemnify American Towers pursuant to this Section 26 shall survive the termination or expiration of this Agreement.

27. SUBROGATION.

(a) **Waiver.** American Towers and Tenant waive all rights against each other and any of their respective consultants and contractors, agents and employees, for Damages caused by perils to the

extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the insurance carrier of a Party waives all of such carrier's rights to proceed against the other Party. Tenant's insurance policies shall provide such waivers of subrogation by endorsement. Tenant shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(b) **Mutual Release.** Notwithstanding anything in this Agreement to the contrary, American Towers and Tenant each release the other and its respective affiliates, employees and representatives from any Claims by them or any one claiming through or under them by way of subrogation or otherwise for Damage to any person or to the Tower Facility and to the fixtures, personal property, improvements and alterations in or on the Tower Facility that are caused by or result from risks insured against under any insurance policy carried by each and required by this Agreement, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies and only to the extent of the proceeds received from such policy.

28. GOVERNING LAW.

This Agreement shall be governed by the laws of the state in which the Tower Facility is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.

29. MISCELLANEOUS.

Upon American Towers' written request, Tenant shall promptly furnish American Towers with complete and accurate information in response to any reasonable request by American Towers for information about any of the Approved Equipment or utilities utilized by Tenant at the Tower Facility or any of the channels and frequencies utilized by Tenant thereon. In the event that this Agreement is executed by American Towers, its Affiliates or any trade name utilized by American Towers or its Affiliates and such signatory does not hold the real Tower Facility or leasehold interest in the affected Tower Facility, the execution of this Agreement shall be deemed to have been properly executed by American Towers or American Towers' Affiliate which properly holds such interest in the affected Tower Facility. Upon the termination or expiration of this Agreement, Tenant shall immediately upon the request of American Towers deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of this Agreement, Sections 15, 16, 17, and 26 shall survive the expiration or earlier termination of this Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter herein and shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this first be proven.

30. CONFIDENTIALITY.

Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other Party, which may be withheld in such Party's sole and absolute discretion.

The submission of this Agreement for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, any portion of the Tower Facility, and Tenant shall have no right to use or occupy any portion of the Tower Facility or any appurtenant easement area hereunder until the execution and delivery of this Agreement by both American Towers and Tenant.

ATTACHED EXHIBITS:

- Exhibit A: List of Approved Equipment and location of the Licensed Space
- Exhibit B: Site Drawings indicating the location of Ground Space for Tenant's equipment shelter or space in American Towers' building (as applicable)
- Exhibit C: As-Built Drawings or Construction Drawings to be attached within forty-five (45) days after the Commencement Date in accordance with Section 3
- Appendix I: Definitions
- Appendix II: Insurance

AMERICAN TOWERS SITE NAME / NUMBER: WILSON VA / 24828
TENANT SITE NAME / NUMBER: James River / JAM

Exhibit A

List of Approved Equipment and location of the Licensed Space

AMERICAN TOWERS SITE NAME / NUMBER: WILSON VA / 24828
TENANT SITE NAME / NUMBER: James River / JAM

Exhibit B

**Site Drawing indicating the location of Ground Space for Tenant's equipment shelter
or space in American Towers' building (as applicable)**

Tenant shall not commence installation until American Towers has approved in writing said drawing and attached it hereto.

AMERICAN TOWERS SITE NAME / NUMBER: WILSON VA / 24828
TENANT SITE NAME / NUMBER: James River / JAM

Exhibit C

As Built Drawings or Construction Drawings

To be attached hereto within forty-five (45) days after the Commencement Date.

Appendix I

Defined Terms

Affiliate(s): Any corporation, partnership, limited liability company or other entity that (i) is controlled directly or indirectly (through one or more subsidiaries) by Tenant, (ii) is the successor or surviving entity by a merger or consolidation of Tenant pursuant to Applicable Law, or (iii) purchases all or substantially all of the assets of Tenant. For purposes of this definition, "**control**" means the possession of the right through the ownership of fifty percent (50%) or more of the shares with voting rights to effectively direct the business decisions of the subject entity.

Agreement: defined in the introductory paragraph.

Annual Escalator: defined in Section IV.

Applicable Law: All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over a Licensed Space or affecting the rights and obligations of American Towers or Tenant under this Agreement, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA.

Application: defined in Section IV.

Application Fee: defined in Section IV.

Approved Equipment: the communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Tenant at the Licensed Space, as defined in Exhibit A or B to this Agreement.

BLM: defined in Subsection 5(d).

Business Day: a day other than a Saturday, Sunday or legal holiday for commercial banks under the laws of the United States or the state in which the Tower Facility is located.

Claims: demands, claims, suits, actions, proceedings or investigations brought against a Party by an unrelated or unaffiliated person or entity.

Commencement Date: defined in Section IV.

Common Expenses: defined in Section 7.

Connection Fee: defined in Section IV.

Construction Drawings: defined in Section 3.

Damages: debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

Easement: defined in Section 2.

Effective Date: defined in the introductory paragraph.

FAA: the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

FCC: the United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

FCC Rules and Regulations: All of the rules, regulations, public guidance, written policies and decisions governing telecommunications generally and wireless telecommunications specifically as promulgated and administered by the FCC, which on the Effective Date includes, but is not limited to, those administered by the Wireless Telecommunications Bureau of the FCC and more specifically referenced as the Code of Federal Regulations, title 47, parts 0 through 101, as amended.

Final Rule: defined in Subsection 11(g).

Ground Lease: defined in Section 20.

Ground Space: The portion of the Tower Facility licensed for use by Tenant to locate a portion of the Approved Equipment thereon, in the square footage amount depicted on Exhibit B of this Agreement. In no event shall the Ground Space include the air space or rights above the Approved Equipment located in the Ground Space.

Hazardous Substances: Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to Applicable Law; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

Holdover Fee: defined in Subsection 6(c).

Indemnified Party: any person or entity entitled to indemnification under Section 15 hereof.

Indemnifying Party: any person or entity obligated to provide indemnification under Section 15 hereof.

Initial Term: defined in Section IV and referenced in Subsection 6(c).

Interference: defined in Subsection 11(a)(i).

Labeling Fee: defined in Section 9.

Licensed Frequencies: defined in Subsection 11(a)(ii).

Licensed Space: Location of the Approved Equipment on the Tower and at the Ground Space as more specifically described in Exhibits A and B attached hereto.

Licensed User: defined in Subsection 11(a)(iii).

Tenant: defined in the introductory paragraph.

American Towers: defined in the introductory paragraph.

Monthly Lease Fee: defined in Section IV and referenced in Subsection 5(a).

MPE: defined in Section 25.

Notice Address: defined in Section 18.

NTP (Notice to Proceed): Written notice from American Towers to Tenant acknowledging that all required documentation for the construction and installation of the Approved Equipment has been received and approved by American Towers and Tenant is authorized to commence its installation of the Approved Equipment at the Licensed Space, as more particularly set forth in Subsection 10(a) of this Agreement.

Paying Carrier: defined in Subsection 24(b).

Paying Carrier Rate: defined in Subsection 24(b).

Party(ies): American Towers or Tenant.

PCN Default: defined in Subsection VI.A.

PCN Retention Fee: defined in Subsection VI.A.

PCNs: defined in Subsection VI.A.

Permitted Frequencies: defined in Section III.

Priority User: defined in Subsection 11(a)(iv).

Relocation Application Fee: defined in Section IV.

Relocation Notice: defined in Subsection 24(b).

Remittance Address: defined in Section II.

Renewal Term(s): defined in Section IV and referenced in Subsection 6(b).

RF Emissions: defined in Section 25.

Site Inspection Fee: defined in Section IV.

SSIS: defined in Subsection 10(b).

SSIS Fee: defined in Subsection 10(b).

Structural Analysis Fee: defined in Subsection 10(b).

Subsequent User: defined in Subsection 11(a)(v).

Term: Initial Term and each Renewal Term which is effected pursuant to Section 6 of this Agreement.

Tower: A communications or broadcast tower owned and operated by American Towers and located at the Tower Facility.

Tower Facility: Certain real property owned, leased, subleased, licensed or managed by American Towers shown on page 1 of this Agreement, on which a Tower owned, leased, licensed or managed by American Towers is located.

Trigger Condition: defined in Section 24(b).

Unlicensed Frequencies: defined in Subsection 11(a)(vi).

Unlicensed User: defined in Subsection 11(a)(vii).

Utility Change Event: defined in Subsection 5(b).

Utility Fee: defined in Section IV.

USFS: defined in Section 5(d).

Work: all work relating to the construction, installation, relocation and reconfiguration of Tenant's Approved Equipment on the Tower Facility, including without limitation, construction management, construction of an equipment pad, installation or modification of lines, antennas, shelters and equipment cabinets.

Appendix II

Insurance

A. American Towers shall maintain in full force during the Term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that Tenant will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against Tenant and shall name Tenant as an additional insured, and shall be primary over any insurance coverage in favor of Tenant but only with respect to and to the extent of the insured liabilities assumed by American Towers under this Agreement and shall contain a standard cross-liability endorsement.

B. Tenant shall maintain in full force during the Term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$2,000,000.00 per occurrence.
3. An umbrella policy of not less than Three Million Dollars (\$3,000,000.00).

The above insurance shall provide that American Towers will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against American Towers and shall name American Towers as additional insured, and shall be primary over any insurance coverage in favor of American Towers but only with respect to and to the extent of the insured liabilities assumed by Tenant under this Agreement and shall contain a standard cross-liability endorsement.

C. Tenant shall cause all contractors or subcontractors performing Work on any Licensed Space prior to the commencement of any such Work on behalf of Tenant to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that American Towers will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item C

shall contain a waiver of subrogation against American Towers and shall name American Towers as additional insured, and shall be primary over any insurance coverage in favor of American Towers but only with respect to and to the extent of the insured liabilities assumed by Tenant under this Agreement and shall contain a standard cross-liability endorsement.

D. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay Claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either Party from any obligations under this Agreement, and (b) American Towers reserves the right, from time to time, to increase the required liability limits described above in Items A, B, and/or C in accordance with then-current customary insurance requirements in the tower industry nationally.

FIRST AMENDMENT TO TOWER LEASE AGREEMENT

(No additional cost.)
This First Amendment (the "First Amendment") to that certain Tower Lease Agreement dated October 27, 2005 by and between Cellco Partnership, d/b/a Verizon Wireless and County of Prince George, Virginia (the "Agreement") is made and entered into as of the latter signature date hereof, by and between ATC Sequoia LLC, a Delaware limited liability company, as successor-in-interest to the Agreement (the "Lessor") and County of Prince George, VA (the "Lessee") (collectively, the "Parties").

RECITALS

WHEREAS, Lessor owns a certain communications tower on a certain parcel of land located at 13920 Arwood Rd., DISPUTANTA, VA 23842-7401 more commonly known to Lessor as the VA DISPUTANTA CAC VA tower site (the "Premises"); and

WHEREAS, Lessor and Lessee entered into the Agreement for the use of a certain portion of the Premises; and

WHEREAS, Lessee desires to modify its equipment at the Premises ("Modified Equipment").

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Lessor and Lessee agree and acknowledge that Lessee shall modify its equipment for a final installed configuration pursuant to Exhibit D-1.
- 2) Lessor and Lessee agree and acknowledge that Exhibit D to the Agreement is hereby deleted in its entirety as of the date this First Amendment is fully executed and shall be replaced with Exhibit D-1 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between the Exhibit D-1 and Lessee's equipment information set forth in the Agreement, the Exhibit D-1 shall control.
- 3) Notwithstanding anything to the contrary in the Agreement, the offer to Lessee expressed in this First Amendment shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Premises completed after the execution of this First Amendment by Lessor but before the Commencement Date of the installation of Lessee's Modified Equipment indicates that the Premises is not suitable for Lessee's Modified Equipment unless Lessor and Lessee mutually agree that structural modifications or repairs shall be made to the Premises on mutually agreeable terms.
- 4) The Parties agree that (i) a digital or electronic signature on this First Amendment and/or (ii) a fully executed scanned or electronically reproduced copy or image of

this First Amendment shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, manually executed counterpart of this First Amendment and without the requirement that the unavailability of such original, manually executed counterpart of this First Amendment first be proven.

- 5) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 6) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Lessor Site Name/Number: VA DISPUTANTA CAC VA / 420494

Lessor Contract Number: VZ64922

Lessee Site Name/Number: N/A / N/A

IN WITNESS WHEREOF, the Parties hereto have set their hands to this First Amendment to that certain Tower Lease Agreement as of the day and year written below:

LESSOR:
ATC Sequoia LLC, a
Delaware limited liability company

LESSEE:
County of Prince George, VA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Lessor Site Name/Number: VA DISPUTANTA CAC VA / 420494
Lessor Contract Number: VZ64922
Lessee Site Name/Number: N/A / N/A

Exhibit D-1

Exhibit D-1

Customer Name:
COUNTY OF PRINCE GEORGE, VA

ATC Asset Name:
VA DISPUTANTA CAC VA

ATC Asset #:
420494

Customer Site Name:
N/A

Customer Site #:
N/A

GROUND SPACE REQUIREMENTS

| | | | | | |
|---|--------------------------------------|----------|----------|----------------------|----------------|
| Total Lease Area Sq. Ft: 373.00' | Primary Contiguous Lease Area | L:13.00' | W:25.00' | H: | Sq. Ft: 325.00 |
| | Generator AREA | N/A | N/A | N/A | 0.0 |
| | Customer Building | 13.00' | 25.00' | N/A | 325.00 |
| | Outside Primary Lease Area | N/A | N/A | N/A | Sq. Ft: 48.00 |
| | Setback AREA | N/A | N/A | Refer to Site Sketch | |
| | Fuel Tank AREA | 4.00' | 12.00' | N/A | 48.00 |

BACKUP POWER REQUIREMENTS

Generator: Stand Alone **Fuel Tank Size(gal):** 1000.0 **Fuel Type:** Propane **Fuel Tank Setback(radius):** 10.0

UTILITY REQUIREMENTS

Power Provided By: Utility Company Direct

Telco/Interconnect: N/A

TRANSMITTER & RECEIVER SPECIFICATIONS

| | | | |
|-------------|-------------|----------------------|------------------|
| Type: TX/RX | Quantity: 5 | TX Power(watts): 100 | ERP(watts): N/A |
| Type: TX/RX | Quantity: 1 | TX Power(watts): N/A | ERP(watts): 5847 |
| Type: TX/RX | Quantity: 1 | TX Power(watts): N/A | ERP(watts): 7161 |
| Type: TX | Quantity: 2 | TX Power(watts): N/A | ERP(watts): 646 |

ANTENNA EQUIPMENT SPECIFICATIONS

| Type | OMNI | TTA | ICE SHIELD | DISH-HP | ICE SHIELD | ICE SHIELD |
|---------------------------------------|-------------------------|--|-----------------------|-----------------------|-----------------------|-----------------|
| Manufacturer | Sinclair | Combilent | Valmont | Commscope | Valmont | Commscope |
| Model # | SR4CF-SF3P2LDF(DXX-PIP) | TTA-01 | ISMD6 (322 lbs) | VHLP6-6W-6WH/B | ISMD6 (322 lbs) | MD-SQ3 |
| Dimensions HxWxD | 244" x 10.5" x 4" | 9.5" x 4" x 4" | 25.3" x 72.8" x 62.5" | 6.23' x 6.23' x 3.28' | 25.3" x 72.8" x 62.5" | 36" x 36" x 24" |
| Weight(lbs.) | 76.0 | 8.0 | 322.4 | 190.0 | 322.4 | 125.0 |
| Location | Tower | Tower | Tower | Tower | Tower | Tower |
| RAD Center AGL | 260.0' | 250.0' | 235.0' | 230.0' | 205.0' | 203.0' |
| Antenna Tip Height | 270.2' | 250.4' | 236.1' | 233.1' | 206.1' | 204.5' |
| Antenna Base Height | 249.8' | 249.6' | 233.9' | 226.9' | 203.9' | 201.5' |
| Mount Type | Stand-Off | Stand-Off | Pole Mount | Pole Mount | Pole Mount | Pole Mount |
| Quantity | 2 | 1 | 1 | 1 | 1 | 1 |
| Azimuths/Dir. of Radiation | 60 | 1 | 53 | 53 | 255 | 53 |
| Quant. Per Azimuth/Sector | 2 | 1 | 1 | 1 | 1 | 1 |
| TX/RX Frequency Units | MHz | MHz | GHz | GHz | GHz | GHz |
| TX Frequency | 850 | 850 | 6 | 6.250 | 6 | 6 |
| RX Frequency | 805 | 805 | 6 | 6.250 | 6 | 6 |
| Using Unlicensed Frequencies? | No | No | No | No | No | No |
| Antenna Gain | 15.5 | 21 | N/A | N/A | N/A | N/A |
| Total # of Lines | 2 | 2 | 0 | 1 | 0 | 0 |
| Line Quant. Per Azimuth/Sector | 2 | See Config. Summary | N/A | 1 | N/A | N/A |
| Line Type | Coax | Multiple | N/A | Elliptical | N/A | N/A |
| Line Diameter Size | 7/8" Coax | See Config. Summary | N/A | EWP63 | N/A | N/A |
| Line Configuration | N/A | 1 - Coax; 1/2" Coax; 1 1 - Coax; 7/8" Coax; 1 | N/A | N/A | N/A | N/A |

ANTENNA EQUIPMENT SPECIFICATIONS

| Type | DISH | DISH-HP | DISH-HP | N/A | N/A | N/A | N/A |
|--------------------------------|-----------------------|-----------------------|-----------------------|-----|-----|-----|-----|
| Manufacturer | Commscope | Commscope | Commscope | N/A | N/A | N/A | N/A |
| Model # | VHLP3-6W-4WH/A | VHLP3-6W-4WH/A | VHLP6-6W-6WH/B | N/A | N/A | N/A | N/A |
| Dimensions HxWxD | 3.28' x 3.28' x 1.43' | 3.28' x 3.28' x 1.43' | 6.23' x 6.23' x 3.28' | N/A | N/A | N/A | N/A |
| Weight(lbs.) | 37.0 | 37.0 | 190.0 | N/A | N/A | N/A | N/A |
| Location | Tower | Tower | Tower | N/A | N/A | N/A | N/A |
| RAD Center AGL | 200.0' | 200.0' | 200.0' | N/A | N/A | N/A | N/A |
| Antenna Tip Height | 201.6' | 201.6' | 203.1' | N/A | N/A | N/A | N/A |
| Antenna Base Height | 198.4' | 198.4' | 196.9' | N/A | N/A | N/A | N/A |
| Mount Type | Pole Mount | Pole Mount | Pole Mount | N/A | N/A | N/A | N/A |
| Quantity | 1 | 1 | 1 | N/A | N/A | N/A | N/A |
| Azimuths/Dir. of Radiation | 53 | 53 | 255 | N/A | N/A | N/A | N/A |
| Quant. Per Azimuth/Sector | 1 | 1 | 1 | N/A | N/A | N/A | N/A |
| TX/RX Frequency Units | GHz | GHz | GHz | N/A | N/A | N/A | N/A |
| TX Frequency | 6.250 | 6.250 | 6.250 | N/A | N/A | N/A | N/A |
| RX Frequency | 6.250 | 6.250 | 6.250 | N/A | N/A | N/A | N/A |
| Using Unlicensed Frequencies? | No | No | No | N/A | N/A | N/A | N/A |
| Antenna Gain | 29.9 / 31.2 / 32.2 | 29.9 / 31.2 / 32.2 | N/A | N/A | N/A | N/A | N/A |
| Total # of Lines | 1 | 1 | 1 | N/A | N/A | N/A | N/A |
| Line Quant. Per Azimuth/Sector | 1 | 1 | 1 | N/A | N/A | N/A | N/A |
| Line Type | Elliptical | Elliptical | Elliptical | N/A | N/A | N/A | N/A |
| Line Diameter Size | EWP63 | EWP63 | EWP63 | N/A | N/A | N/A | N/A |
| Line Configuration | N/A | N/A | N/A | N/A | N/A | N/A | N/A |

Effective Jan. 15

LICENSOR SITE: VA709 Prince George
LICENSEE SITE: White Hill Rd
LICENSEE: Prince George County, VA

COMMUNICATIONS LICENSE AGREEMENT

This Communications License Agreement ("Agreement") is entered into this _____ day of _____, 2020 (the "Effective Date") by and between IWG Towers Assets I, LLC, a Delaware limited liability company ("LICENSOR"), and Prince George County, VA, a Virginia governmental entity ("LICENSEE").

1. **Scope of License.** Subject to the terms and conditions of this Agreement and the underlying Master Lease, LICENSOR hereby grants permission to LICENSEE to install, maintain and operate the radio communications equipment described in attached **Exhibit "A"** (the "Equipment"), annexed hereto at LICENSOR's communication site described in **Exhibit "B"** (the "Site"), annexed hereto, at the location described in **Exhibit "C"** (the "Licensed Premises"), annexed hereto.

2. **Term.** (a) The "Initial Term" of this Agreement shall be for a period of five (5) years beginning on the "Commencement Date" which shall be the earlier of: (i) the date of LICENSOR's issuance, at LICENSEE's request, of a notice authorizing LICENSEE to proceed with the construction of its Equipment at the Site; or (ii) September 1, 2020. (b) The "Renewal Term(s)" of this Agreement shall be five (5) additional periods of five (5) years each. The Renewal Term(s) shall commence automatically without further action on the part of LICENSOR or LICENSEE; provided, however, that either party may terminate this Agreement at the expiration of the Initial Term or at the expiration of any Renewal Term(s) by giving the other party written notice of not less than ninety (90) days prior to the expiration of the then current term. For purposes of this Agreement, the Initial Term and Renewal Term(s) are collectively referred to herein as the "Term."

3. **License Fee.** (a) Beginning on the Commencement Date, LICENSEE shall pay to LICENSOR a monthly fee of Two Thousand and 00/100 (\$2,000.00) Dollars (the "License Fee"). The License Fee shall be payable in equal monthly installments in advance on the first day of each month to LICENSOR and shall be sent to the attention of IWG Towers Assets I, LLC, ATTN: VA709 Prince George County, P.O. Box 759178, Baltimore, MD 21275-9178, or to such other address as designated in writing by LICENSOR. The License Fee shall be prorated for any partial month occurring during the then current term on the actual number of days in such month.

(b) LICENSEE shall pay any charges to install utilities to the Licensed Premises, including emergency power generators, and shall pay all utility charges for utilities consumed by LICENSEE at the Licensed Premises.

(c) Effective on the first annual anniversary of the Commencement Date and each annual anniversary of the Commencement Date thereafter during the Term, the then current License Fee payable by LICENSEE to LICENSOR shall be increased by an amount equal to three percent (3%) over the License Fee payable by LICENSEE for the preceding twelve (12) month period.

(d) If LICENSEE remains in possession of the Licensed Premises at the expiration of the Term, such tenancy shall be deemed to be a month-to-month license under the same terms and conditions of this Agreement, except that the License Fee payable during such holdover period shall be one hundred twenty-five (125%) percent of the License Fee payable during the last year of the immediately preceding term.

(e) LICENSEE shall pay all personal property taxes or other taxes assessed against LICENSEE's personal property that is located within the Licensed Premises, and LICENSOR shall pay all real property taxes and all other similar taxes and assessments in the amount(s) currently levied against the Site or personal property and improvements thereon owned and maintained by LICENSOR. LICENSEE shall pay, as an additional fee, its pro-rata share of any increase in real property taxes and other similar taxes and assessments levied against the Site over the real estate taxes and other similar taxes and assessments paid by LICENSOR prior to the Commencement Date of this Agreement, and LICENSOR agrees to furnish proof of any such increase to LICENSEE. If applicable, LICENSEE further agrees to pay any sales or use tax assessed by local and/or state jurisdictions with respect to any revenues paid by LICENSEE to LICENSOR hereunder.

(f) LICENSEE agrees that payment of License Fee or other sums due hereunder shall be due and paid without the necessity of a demand or invoice from the LICENSOR, and that LICENSEE shall pay as an additional fee a late charge equal to ten percent (10%) of each installment or sum made more than thirty (30) days after its due date.

4. **Inspection of Licensed Premises.** The Licensed Premises shall be provided in "AS IS" condition by LICENSOR. LICENSEE has visited and inspected the Licensed Premises and accepts the physical condition thereof and acknowledges that no representations or warranties have been made to LICENSEE by LICENSOR as to the condition of the Licensed Premises, including the tower or towers, as the case may be, and/or the storage facilities, or as to any engineering data. LICENSEE is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Licensed Premises for LICENSEE's use. LICENSOR shall have no obligation to obtain licenses for LICENSEE, or to maintain, insure, operate or safeguard LICENSEE's Equipment.

5. Permitted Use, Installation, Operating Procedures. (a) The Licensed Premises may be used by LICENSEE for the transmission and reception of communications signals, including wireless communication purposes and uses incidental thereto. LICENSEE shall, at LICENSEE's expense, (i) conduct any and all engineering tests, environmental tests, and all other feasibility studies which LICENSEE deems necessary or desirable for its use of the Licensed Premises, and (ii) obtain all licenses, certificates, permits, authorizations or approvals from all applicable government and/or regulatory entities (the "Governmental Approvals"). LICENSOR agrees to reasonably cooperate with LICENSEE to obtain all required Governmental Approvals and any and all local public utility easements requested by LICENSEE, but shall not be responsible for incurring any out of pocket expenses in such regard.

(b) LICENSEE shall, at its expense, install, construct, and maintain the Equipment on the Licensed Premises as defined and consistent with Exhibit A and Exhibit C during the Term hereof in compliance with all local, State and Federal regulations. All installations, operation and maintenance of Equipment must be in accordance with LICENSOR's policies as set forth in attached Exhibit "D". Prior to the installation of LICENSEE's Equipment or any modifications, supplement, replacement, upgrade or relocation to the Equipment within the Licensed Premises at any time during the Term:

(i) LICENSEE shall submit, in writing, all plans for such installation, modifications or changes for LICENSOR's approval, such approval not to be unreasonably withheld or delayed by LICENSOR. In order to ensure LICENSEE's compliance with the provisions of this Agreement, the plans and specifications for LICENSEE's Equipment and any modifications thereto shall be submitted to engineers and consultants selected by LICENSOR for review and approval. LICENSEE shall reimburse LICENSOR for LICENSOR's reasonable out of pocket expenses incurred in connection with such review and approval.

(ii) All work performed at the Licensed Premises in connection with such installation, maintenance, operation, modification and removal of LICENSEE's Equipment shall be performed at LICENSEE's sole cost and expense by LICENSEE's employees or by contractors approved by LICENSOR, such approval not to be unreasonably withheld or delayed. LICENSEE shall require all contractors, as a condition to their engagement, to agree to be bound by provisions identical to those included in this Agreement, specifically those relating to the indemnification of LICENSOR and insurance requirements. The engagement of a contractor by LICENSEE shall not relieve LICENSEE of any of its obligations under this Agreement.

(iii) No work performed by LICENSEE, its contractors, subcontractors or materialsmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Licensed Premises or to LICENSEE's Equipment, will be deemed for the immediate use and benefit of LICENSOR so that no mechanic's lien or other lien will be allowed against the property and estate of LICENSOR by reason of any consent given by LICENSOR to LICENSEE to improve the Licensed Premises. If any mechanic's or other liens will at any time be filed against the Licensed Premises or the property of which the Licensed Premises is a part by reason of work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to LICENSEE or to anyone using the Licensed Premises through or under LICENSEE, LICENSEE will forthwith cause the same to be discharged of record or bonded to the satisfaction of LICENSOR. If LICENSEE fails to cause such lien to be so discharged or bonded within ten (10) days after it has actual notice of the filing thereof, then, in addition to any other right or remedy of LICENSOR, LICENSOR may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by LICENSOR, including reasonable attorneys' fees incurred by LICENSOR either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the statutory rate, will be due and payable by LICENSEE to LICENSOR as an additional fee hereunder.

(iv) All of LICENSEE's Equipment shall be clearly marked to show LICENSEE's name, address, telephone number and the name of the person to contact in case of emergency, FCC call sign, frequency and location. All coaxial cable relating to the Equipment shall be identified in the same manner at the bottom and top of the line. At LICENSOR's request, LICENSEE shall promptly deliver to LICENSOR written proof of compliance with all applicable Federal, State, and local laws, rules and regulations in connection with any installations or modifications of Equipment.

(c) LICENSOR agrees that LICENSEE shall have the right to nonexclusive access to the Licensed Premises over and across the Site ("Access") twenty-four (24) hours per day, seven (7) days per week, during the Initial Term and any and all Renewal Terms thereof for the purpose of ingress, egress, maintenance and operation of the Equipment and any associated utilities. In the event LICENSOR is charged a fee for its Access to the Site, LICENSEE agrees to pay LICENSOR for its pro-rata portion of such fee, based on any reasonable allocation method selected by LICENSOR.

(d) LICENSEE shall not sublease, share or utilize, in whole or in part, its Equipment, its frequencies or its interests pursuant to this Agreement.

6. Interference. (a) The installation, maintenance and operation of LICENSEE's Equipment shall not interfere electrically, or in any other manner whatsoever, with the equipment, facilities or operations of LICENSOR or with any other LICENSEE or sub-tenants at

the Site on the Commencement Date. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation or operation of LICENSEE's Equipment shall interfere:

(i) with other radio communications systems and equipment installed prior to the Commencement Date of this Agreement, LICENSEE shall upon request (verbal or otherwise) immediately suspend its operations (except for intermittent testing) and do whatever LICENSOR deems necessary to eliminate or remedy such interference. If it is determined that such interference cannot be rectified by LICENSEE within fifteen (15) days after written notice of said interference, then LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE unless LICENSEE commences curing the interference within said fifteen (15) day period and thereafter continuously and diligently pursues to cure the interference ("Cure Period"). In the event the interference is not cured during the initial fifteen (15) day notification period or any Cure Period, LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE, whereupon LICENSEE shall remove the Equipment at its sole cost and expense and in accordance with Paragraph 8 herein. If LICENSEE fails to take possession of its Equipment within thirty (30) days after notice of termination, said Equipment will be deemed abandoned; or

(ii) with any other radio communications systems and equipment installed at the Licensed Premises after the Commencement Date of this Agreement, LICENSEE shall cooperate fully with LICENSOR and any future licensee or sub-tenant injured by LICENSEE's interference ("Future Party") to remedy the interference. LICENSEE shall do whatever LICENSOR deems reasonably necessary to cure such interference, provided, however, that all costs related to remedying such interference shall be the responsibility of the Future Party, unless such interference is due to failure, defects or deficiencies in LICENSEE's system, Equipment, or installation.

(b) LICENSEE hereby acknowledges that LICENSOR has licensed, and will continue to license, space at and upon the Site to third parties for the installation and operation of radio communication facilities. LICENSEE accepts this Agreement with this knowledge and waives any and all claims against LICENSOR resulting from or attributable to interference caused by present or future equipment, facilities or methods of operation employed by LICENSOR in its business upon the Site. LICENSEE also waives any and all claims against LICENSOR arising from interference resulting to LICENSEE by virtue of equipment, facilities or operations employed by any other licensee or sub-tenant of LICENSOR in its business upon the Site. In the event that any such interference occurs that materially interferes with LICENSEE's utilization of the Licensed Premises, LICENSEE, as its sole remedy, in lieu of any and all other remedies at law, or in equity, may terminate this Agreement at any time thereafter by giving LICENSOR thirty (30) days prior written notice to that effect, and such termination shall be effective at the end of such thirty (30) day period, provided, however, that such termination will not be effective if LICENSOR substantially eliminates such interference within thirty (30) days of LICENSEE's termination notice. LICENSEE shall pay LICENSOR any fees due for the period up to the termination of this Agreement. Any advance payments for periods after the termination of this Agreement will be reimbursed to LICENSEE.

(c) Any dispute relating to the interpretation of this Section 6 pertaining to harmful or detrimental interference shall be interpreted and resolved in accordance with applicable FCC rules, regulations and policies.

(d) LICENSOR reserves the right to require LICENSEE to relocate one or more of its antenna(s) and/or equipment within the building or shelter, and LICENSEE agrees to relocate said antenna(s) and/or equipment at LICENSOR's expense, provided that said relocation does not materially change the operation of LICENSEE's Equipment.

7. Structural Modifications and Repairs. In the event LICENSOR, in its sole discretion, determines that any structural modifications or repairs are necessary to any portion of the Licensed Premises due to the presence of LICENSEE's Equipment or other improvements, LICENSOR shall notify LICENSEE of the needed structural modifications or repairs, and the following procedures shall apply:

(a) If structural modifications are necessary prior to LICENSEE's installation or modification of the Equipment, then either: (i) LICENSEE shall, at its sole cost and expense, promptly make all such noticed modifications in accordance with Paragraph 5 hereof; or (ii) if such noticed modifications are not completed within sixty (60) days of such notice either party shall have the right to terminate this Agreement by giving the other party thirty (30) days' prior written notice.

(b) If repairs are necessary due to the presence of LICENSEE's Equipment, LICENSEE shall, at its sole cost and expense, promptly make all such noticed repairs in accordance with Paragraph 5 hereof; provided, however, that in the event of an emergency, LICENSOR shall have the right to make such modifications or repairs at LICENSEE's expense, upon notice to LICENSEE, and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

8. Removal of LICENSEE's Equipment. Provided that LICENSEE is not in default in the performance of its obligations hereunder, at the expiration of this Agreement or earlier termination thereof, LICENSEE shall remove any and all of the Equipment. Such removal shall be performed pursuant to the guidelines set forth in Paragraph 5 of this Agreement, without any interference, damage or destruction to any other equipment, structures or operations at the Site or any equipment of other licensee or tenants thereon. LICENSEE shall submit a removal plan for LICENSOR's written approval, such approval not to be unreasonably withheld or delayed. Any and all interference or

damage caused to the LICENSOR's equipment or equipment of other licensees or tenants by such removal shall be immediately repaired or eliminated by LICENSEE. If LICENSEE fails to make such repairs, at LICENSEE's sole cost and expense, within ten (10) days after the occurrence of such damage, injury or interference, LICENSOR may perform all the necessary repairs at LICENSEE's cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

9. Indemnification. See Exhibit E.

(b) LICENSEE, to the extent permitted by law, shall also indemnify and hold LICENSOR harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any workers compensation law or any plan of employees disability and death benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action caused by or resulting in any way from RF radiation emissions from LICENSEE's Equipment or any other harmful effect caused by or resulting from LICENSEE's Equipment.

(c) LICENSOR shall not be responsible or liable to LICENSEE for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or sub-tenants occupying the Site. LICENSEE hereby assumes the risk of the inability to operate as a result of any structural or power failures at the Licensed Premises or failure of LICENSEE or LICENSEE's Equipment for any reason whatsoever, and, to the extent permitted by law, agrees to indemnify and hold LICENSOR harmless from all damages and costs of defending any claim or suit for damages of any kind, including but not limited to business interruption and attorneys fees, asserted against LICENSOR by reason of such failure.

(d) Subject to Section 9(c) above, LICENSOR shall indemnify and hold LICENSEE harmless from any claims, demands, or causes of action for property damage or personal injuries, including any payments made under any worker's compensation law or any plan of employees disability and death benefits, to the extent caused by LICENSOR's installation, maintenance, operation or removal of equipment that is under the exclusive control of LICENSOR, except for damages, costs, claims, causes of action or demands caused by the negligence or willful misconduct of LICENSEE.

10. Damage or Destruction. LICENSOR and LICENSEE agree that LICENSOR shall in no way be liable for loss of use or other damage of any nature arising out of the loss, destruction or damage to the Licensed Premises or to LICENSEE's Equipment located thereon, by fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event the Licensed Premises or any part thereof is damaged or destroyed by the elements or any other cause, LICENSOR may elect to repair, rebuild, or restore the Licensed Premises or any part thereof, to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease as of the date of such casualty until the Licensed Premises, in LICENSOR's opinion, is restored to a usable condition for LICENSEE's operation. If LICENSOR chooses not to repair, restore or rebuild the Licensed Premises, LICENSOR shall send to LICENSEE a notice of cancellation of this Agreement within thirty (30) days of such casualty. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty.

11. Condemnation. In the event that any public or quasi-public authority under a power of condemnation or eminent domain takes any part of the Licensed Premises or any access way required by LICENSEE for the conduct of its telecommunications facility, this Agreement shall terminate as of the date title to the Licensed Premises vests in the condemning authority. Sale of all or part of the Licensed Premises to a purchaser with the power of eminent domain in the face of the exercise of that power shall be deemed a taking by condemnation. If any condemnation occurs within six (6) months prior to the expiration of the then current term of this Agreement, then this Agreement may be terminated by either party upon written notice to the other.

12. Insurance and Subrogation. (a) See Exhibit E.

(b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for LICENSEE, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve LICENSEE from any obligations under this Agreement.

13. Notices. All notices, demands, requests or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LICENSOR and LICENSEE or such address as may be designated in writing by either party:

IF to LICENSOR: IWG Towers Assets I, LLC
ATTN: Legal Department
1199 N. Fairfax Street, Suite 700
Alexandria, VA 22314
(703) 535-3009
(703) 535-3051 FAX



IF TO LICENSEE:

Prince George County, VA

Billing Address: __

—
—
—
—

Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

14. Default. (a) Any one or more of the following events shall constitute a default ("Default") by LICENSEE under this Agreement: (i) the failure by LICENSEE to pay monetary amounts due under this Agreement within ten (10) days after LICENSOR provides written notice thereof to LICENSEE; (ii) If either party fails to observe or perform any non-monetary obligations under this Agreement and does not cure such failure within thirty (30) days from its receipt of written notice of breach or if the breach by its nature cannot be cured within said thirty (30) day period, the defaulting party shall not be in default if it commences curing within said thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; (iii) abandonment of either the Equipment or that portion of the Licensed Premises upon which the LICENSEE Equipment was installed; (iv) prosecution of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign relating to bankruptcy, insolvency, reorganization or relief with respect to LICENSEE, or seeking reorganization, arrangement, adjustment, winding-up liquidation, dissolution, composition or other relief with respect to LICENSEE or LICENSEE's debts; or (v) the making by LICENSEE of an assignment or any other arrangement for the general benefit of creditors under any state statute.

(b) In the event of a Default, LICENSOR shall be entitled at LICENSOR's option to terminate this Agreement and to remove all of LICENSEE's Equipment, improvements, personnel or personal property located at the Licensed Premises at LICENSEE's cost and expense. In the event that LICENSOR should, as a result of the Default in the performance by LICENSEE of its obligations hereunder, incur any costs or expenses on behalf of LICENSEE or in connection with LICENSEE's obligations hereunder, such sums shall be immediately due to LICENSOR upon rendering of an invoice to LICENSEE as an additional fee hereunder.

(c) At any time or from time to time after the removal of the LICENSEE's property from the Licensed Premises pursuant to Subparagraph 14(b) above, whether or not the current term of this Agreement shall have been terminated, LICENSOR may (but shall be under no obligation to) re-license LICENSEE's former space at the Licensed Premises, or any part thereof, for the account of the LICENSOR, for such term or terms (which may be greater than or less than the period which would otherwise have constituted the balance of the current term) and on such conditions (which may include concessions or free rent) and for such uses as LICENSOR, in LICENSOR's absolute discretion, may determine, and may collect and receive payments therefrom. LICENSOR shall not be responsible or liable for any failure to re-license LICENSEE's former space at the Licensed Premises or any part thereof or for any failure to collect any payments due upon any such re-licensing.

(d) No Default pursuant to this Paragraph 14, by operation of law or otherwise (except as expressly provided herein), no removal of LICENSEE's property from the Licensed Premises pursuant to the terms of this Agreement, and/or no re-licensing of LICENSEE's former space at the Licensed Premises shall relieve LICENSEE of LICENSEE's obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. Without limiting the foregoing, upon LICENSEE's removal from the Licensed Premises pursuant to this Paragraph 14, LICENSEE shall nonetheless remain liable for all license fees and other payments hereunder for the remainder of the then-current term.

(e) All of the rights, powers, and remedies of LICENSOR provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by LICENSOR of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by LICENSOR of any or all of such other rights, powers, or remedies.

15. Assignment. (a) LICENSOR reserves the right to assign, transfer, mortgage or otherwise encumber the Licensed Premises and/or its interest in this Agreement. LICENSEE shall upon demand execute and deliver to LICENSOR such further instruments subordinating this Agreement, as may be required by LICENSOR in connection with LICENSOR's contemplated transaction.

(b) See Exhibit E.

16. Master Lease and Special Stipulations. (a) LICENSEE hereby acknowledges that LICENSOR leases the Site pursuant to that certain Tower Ground Lease Agreement dated October 1, 2013, as amended (hereinafter referred to as "Master Lease") attached hereto as Exhibit "F", between Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York / North Carolina/Virginia/Vermont, LLC

f/k/a Cable Holdco Exchange III LLC (hereinafter referred to as "Master Lessor" or "Comcast") and LICENSOR, formerly known as CTI Towers Assets I, LLC.

(b) Master Lessor Special Stipulations. See Exhibit E.

17. Compliance with Laws. LICENSEE shall maintain and operate its Equipment during the term of this Agreement in compliance with all present and future rules and regulations of any local, State or Federal authority having jurisdiction with respect hereto, including without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA").

18. RF Emissions Compliance. (a) LICENSEE is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as all applicable rules and/or regulations of any other federal or state agency (including but not limited to OSHA) having jurisdiction over the installation, operations, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communication towers and antenna Licensed Premises. LICENSEE agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation and maintenance of its Equipment and for repairs to its Equipment at the Licensed Premises. LICENSEE will immediately remedy its operations to comply with such laws, rules and regulations as they apply to its operations and/or the operations of all licensees and users taken in the aggregate at the Site.

(b) LICENSEE shall take any and all steps required to cooperate with all licensees and users at the Site to comply individually and in the aggregate with all applicable FCC and other governmental RF emissions standards. In this respect, LICENSEE agrees to pay LICENSOR its pro rata share of the cost of any engineering studies performed at the request of the LICENSOR at the Licensed Premises, involving measurement and RF emissions compliance pertaining to the Licensed Premises.

19. Replacement and Renovation of Tower. LICENSOR reserves the right, in its sole discretion, to renovate, replace or rebuild the tower structure, building or shelter and related improvements thereof. In such event, LICENSOR shall provide LICENSEE with Tower Space suitable to allow LICENSEE to continue to operate the Equipment in a substantially similar manner during any such construction period. LICENSOR shall be solely responsible for the costs associated with removing and re-installing the Equipment. LICENSOR reserves the right to erect one or more towers on the Licensed Premises. LICENSEE shall have the right to establish a temporary facility on the Licensed Premises to provide such services as LICENSEE deems necessary during any such renovation, replacement or reconstruction by LICENSOR for so long as adequate space is available and such temporary facility does not interfere with such construction or use by the other licensees, tenants and customers on the Licensed Premises. The location of such temporary facility shall be subject to LICENSOR's approval, which shall not be unreasonably withheld or delayed.

20. [INTENTIONALLY DELETED]

21. Environmental. See Exhibit E.

22. Miscellaneous. (a) [INTENTIONALLY DELETED]. (b) Each party agrees to furnish to the other, within ten (10) business days after request, such truthful estoppel information as the other may reasonably request. (c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties. (d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker. (e) This Agreement creates a license only and LICENSEE acknowledges that LICENSEE does not and shall not claim at any time, any real property interest or estate of any kind or extent whatsoever in the Licensed Premises by virtue of this Agreement or LICENSEE's use of the Licensed Premises pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between LICENSOR and LICENSEE. Notwithstanding the foregoing, the license created hereby shall be irrevocable except for the express termination provisions set forth herein. (f) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of LICENSOR. (g) This Agreement shall be construed in accordance with the laws of the state in which the Site is located, without regard to the choice of law rules thereof. (h) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. (i) LICENSOR and LICENSEE each hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way related to this Agreement. (j) This License may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. (k) LICENSOR acknowledges and agrees that LICENSEE's execution of this Agreement and the undertaking by LICENSEE of an investigation to determine whether the Licensed Premises are suitable for the purpose needed by LICENSEE are good and valuable consideration that have been delivered by LICENSEE and received by LICENSOR in connection with this License. (l) The submission of this Agreement for examination does not constitute an offer to license the Licensed Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the parties hereto.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have caused this Communications License Agreement to be executed by their duly-authorized representatives as of the Effective Date first above written.

LICENSOR: **IWG Towers Assets I, LLC**

By: _____
Name: _____
Title: _____

LICENSEE: **Prince George County, VA**

By: _____
Name: _____
Title: _____

EXHIBIT A

Equipment
Site Name and Number: VA709 Prince George

LICENSEE: Prince George County, VA

The mounting method and exact location of the space and equipment listed herein shall be subject to LICENSOR's approval.

| SYSTEM REQUIREMENTS | | | | | |
|---|----------------------------------|-------------------------|--|---------------------------|---|
| POWER provided by: | Utility Company direct | | | TELCO provided by: | Microwave |
| Power Requirements: | Amps: 400 | Volts: 240 | No. of Outlets: | | N/A |
| Generator Provided by: | Licensee | Make: Generac | Model: SG035 | Fuel Type: | Propane |
| Batteries: | Quantity: N/A | Make: N/A | Model: N/A | Capacity: | 1000 gal |
| SPACE REQUIREMENTS & RADIO INVENTORY | | | | | |
| Type of Space Required: | Ground: Yes | Floor: No | Total Square Feet: | | 373 sq ft |
| Dimensions of Equipment Floor/Ground Space: | 13' x 25' | | Equipment Height: | | |
| Dimensions of Generator Ground Space: | inside shelter | | Dimensions of Fuel Tank Ground Space: | | 12' x 4' pad |
| No. of Transmitters (Tx): | 3 | Transmitter Make/Model: | 1 P25 Phase 2 800 MHz + 1 M/W 6 GHz + 1 M/W 11 GHz | Transmitter Power Output: | N/A |
| No. of Receivers (Rx): | 3 | Receiver Make/Model: | 1 P25 Phase 2 800 MHz + 1 M/W 6 GHz + 1 M/W 11 GHz | Transmitter ERP: | 417 W (2x P25) + 1879 W (6 GHz MW) + 1183 W (11 GHz MW) |
| Cabinet also contains: | N/A | | | | |
| EQUIPMENT LOADING DESCRIPTION (FINAL CONFIGURATION) | | | | | |
| | Sector 1 | Sector 2 | Sector 3 | DISH(ES) | OTHER |
| Antenna Type (1): | Dipole | Dipole | N/A | Parabolic w/ Radome | Ice shield |
| # of Antennas (1)/ Sector: | One (1) | One (1) | None | One (1) | One (1) |
| Tx, Rx or Both: | Transmit | Receive | N/A | Both | Both |
| Antenna Manufacturer (1): | Sinclair | Sinclair | N/A | Commscope | Commscope |
| Antenna Model (1): | SR4CE-SF3P4LDF | SR4CE-SF3P4LDF | N/A | VHLP4-11W | MD-SQ4 |
| Antenna Dimensions (1): | 244" x 6.5" x 4" | 244" x 6.5" x 4" | N/A | 48 in (diameter) | 36" x 24" x 48" |
| Antenna Weight (1): | 75 lbs | 75 lbs | N/A | 130 lbs | 125 lbs |
| Antenna RAD Cir / Azimuth (1): | 168' / N / 75 degrees | 168' / N / 75 degrees | N/A | 200' / E / 81 degrees | 200' / E / 81 degrees |
| Antenna Type (3): | N/A | N/A | N/A | | |
| # of Antennas (3)/ Sector: | None | None | None | | |
| Tx, Rx or Both: | N/A | N/A | N/A | | |
| Antenna Manufacturer (3): | N/A | N/A | N/A | | |
| Antenna Model (3): | N/A | N/A | N/A | | |
| Antenna Dimensions (3): | N/A | N/A | N/A | | |
| Antenna Weight (3): | N/A | N/A | N/A | | |
| Antenna RAD Cir / Azimuth (3): | N/A | N/A | N/A | | |
| # of TMAs/ Sector (1): | One (1) | None | None | | |
| TMA Manufacturer (1): | Combilent | N/A | N/A | | |
| TMA Model (1): | CP00732 | N/A | N/A | | |
| TMA Dimensions (1): | 9.5" x 4" x 4" | N/A | N/A | | |
| TMA Weight (1): | 8 lbs | N/A | N/A | | |
| TMA RAD Cir (1): | 158' | N/A | N/A | | |
| # of Diplexers/ Sector: | None | None | None | | |
| # of Surge Suppressors/Sec: | None | None | None | | |
| Transmit Frequencies: | 859.3875; 858.2875; 856.9125 MHz | | | 6.250 GHz | 11 GHz |
| Receive Frequencies: | 855.6375; 854.5125 MHz | | | 6.250 GHz | 11 GHz |
| # of Lines: | One (1) | None | None | One (1) | One (1) |
| Line Size: | 1-5/8" | N/A | N/A | EW63 | EW90-107 |
| # of Lines: | None | One (1) | None | None | None |
| Line Size: | N/A | 7/8" | N/A | N/A | N/A |
| Mount Type: | Stand Off | Stand Off | N/A | Pipe Mount | Pipe Mount |
| Mount Size: | Six Feet (6') | Six Feet (6') | N/A | Other | Other |
| Mount Manufacturer: | Sinclair | Sinclair | N/A | Commscope | Commscope |
| Mount Model #: | SMK-425-A7-T3 | SMK-425-A7-T3 | N/A | MD-55-6R | MD-55-6R |

NOTE: ANY (i) CHANGE IN THE NUMBER, SIZE, PLACEMENT, ARRAY, OR LOCATION OF THE EQUIPMENT LISTED ABOVE IN THIS EXHIBIT A, (ii) CHANGE IN FREQUENCY FROM THAT LISTED ABOVE IN THIS EXHIBIT A, OR (iii) INCREASE IN THE SIZE OR FOOTPRINT OF THE LICENSED PREMISES SHALL REQUIRE THE WRITTEN CONSENT OF THE LICENSOR AND A WRITTEN AMENDMENT TO THIS AGREEMENT.

NOTE: AUDIBLE ALARMS RELATED TO GENERATOR AND HVAC EQUIPMENT SHALL BE PERMANENTLY DISABLED AT UNMANNED SITES.

EXHIBIT B

The Site

WRITP

Site Name: VA709 Prince George

The Site consists of the telecommunications tower and equipment shelter located in Prince George County, Virginia at:

1989 E. Whitehill Road
Prince George, VA 23875

WRITP

The geodetic coordinates of the Site are:

North Latitude: 37° - 14' - 34.8"

West Longitude: 77° - 22' - 01.2"

WRITP

WRITP

WRITP

EXHIBIT C

Licensed Premises¹

¹ The parties agree that this Exhibit "C" will be replaced with a new Exhibit "C" which shall more particularly describe the location and dimensions of the Equipment and Licensed Premises, when the "AS-BUILT" drawings have been completed.

EXHIBIT D

Installation and Maintenance Standards

Purpose: The purpose of these Standards is to insure that the installation of all LICENSEE's Equipment at LICENSOR's tower sites meets or exceeds established Electronics Industry Association (EIA) standards. These Standards have been developed to insure a safe, interference free operating environment for all LICENSOR tower site licensees. LICENSOR reserves the right to make changes and/or modifications to these standards, from time to time, and shall provide LICENSEE with thirty (30) days prior written notice of any such changes or modifications.

General Considerations:

- All RF equipment installed must be FCC Type Accepted for Radio Service and frequencies proposed in the Agreement.
- All 929/931 MHz PCP/RCC paging licensees are **REQUIRED** to install a bandpass filter on the final output of their transmitter. The bandpass filter should provide a minimum of 40dB attenuation at 896-901 MHz.
- Repeater systems shall have, as a minimum requirement, a single stage isolator and a bandpass/reject type duplexer. Notch type duplexers are not acceptable.
- All installed equipment shall be housed in suitable EIA approved enclosure(s) or equipment rack(s). All enclosure doors and covers shall remain closed and locked at all times except during actual equipment servicing.
- Site keys obtained by a LICENSEE will not be duplicated.
- LICENSEE will refrain from making any adjustments to any on site LICENSOR equipment (heating, ventilation, air conditioning, generator, etc.)

Installation Standards:

- All LICENSEE installations require the use of certified electronics technicians, steeplejacks, electricians or licensed contractors that have received LICENSOR approval prior to commencing any installation work. All installation work shall be in accordance with a previously approved installation plan. LICENSOR at its sole discretion shall have the right to supervise the installation of any and all equipment. Certificates of Insurance may also be required by LICENSOR of any installer.
- All installation work shall conform to established EIA/TIA and manufacturer's installation standards, as well as any special standards imposed by LICENSOR. All work shall be performed in a neat and workmanlike manner. Any new installation will not cause mechanical, electrical or electronic interference to other licensee RF equipment, other associated licensee equipment, or any LICENSOR equipment located in the equipment shelter, generator shelter, tower structure or anywhere else on the site.
- All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC Codes, as well as EIA and TIA Standards will apply.
- Equipment shall be installed in locations and positions determined by LICENSOR. LICENSOR will designate the exact locations for the installation of electronic equipment, transmission lines and antennas. If, for any reason, the proposed installation cannot conform to these instructions, LICENSOR shall be contacted prior to any further work.

Transmission Line(s):

- All transmission lines shall be Heliac® Low Density Foam (LDF) Cable or approved equal with a minimum diameter of 0.5 inch (Andrew LDF4-050A or approved equal).
- All transmission lines will be attached to tower waveguide ladders using stainless steel hangers (Andrew 42396A Series or approved equal) secured to waveguide ladders with stainless steel barrel bolts (Andrew 31769 Series or approved equal). The use of stainless steel angle adapters (Andrews 31768-A or approved equal) is authorized. Cable ties, either metal or plastic, are not approved.
- Transmission lines shall be connected through an acceptable lightning arrester (Polyphaser ISPT50HN series or approved equal) located inside the equipment room and connected to the internal building "halo" ground buss.
- All transmission lines of less than 300 FT AGL overall length shall be equipped with three (03) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses.
- All transmission lines of more than 300 FT AGL overall length shall be equipped with four (04) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top midpoint and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses/
- All transmission lines shall enter the equipment room through the provided four (4) or five (5) inch diameter waveguide entry port. LICENSEE is responsible for providing the appropriately sized waveguide entry port boot and boot cushion (Mircoflex B Series or approved equal).
- All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the LICENSEE's name, FCC or IRAC call sign, and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable.

- Interior routing of transmission line(s) shall be via LICENSOR provided "unistrut" waveguide supports and using LICENSEE provided stainless steel hangers (Andrews 42396A Series or equal) to a point directly above LICENSEE's equipment and should terminate in the required lightning arrester. Cabling from the lightning arrester to LICENSEE's equipment shall be by "Superflex"® cable, Heliac® transmission line no larger than 0.5 inch (LDF4-50A) or approved equal. The installed waveguide ladders shall not be utilized to route transmission line(s) where overhead Unistrut® is installed, but may be used to route cabling from the lightning arrester to LICENSEE's Equipment.

Power Cable Installations:

- Power cables will be connected to designated electrical outlets. At many tower sites, all available electrical all outlets are reserved for test equipment use only, due to circuit breaker size. If an outlet of suitable size is not available, the installation of a suitable outlet by a qualified electrician is the responsibility of the LICENSEE. One circuit breaker per cabinet is preferred. Installation of overhead outlets attached to the side of the cable ladder above LICENSEE's Equipment by through bolting or by electrical box clamp is preferred.
- All electrical wiring shall be routed via electrical conduit or electrical metal tubing (EMT) using WATERTIGHT flexible jumpers. Wall runs are not authorized except to get to and from the cable or wire trays or ladder, where necessary. The use of Romex cable, BX cable or equal requires permission of LICENSOR.
- EIA or TIA approved lightning surge protection is required on all AC electrical circuits, in addition to any such protection provided by the utility.

Grounding Requirements:

- All installed equipment cabinets and racks shall be grounded to the equipment room interior overhead "halo" ground buss. Termination to equipment to be via lug bolt. Termination to "halo" ground buss to be by split bolt or by "micropress" pressure clamp.
- All equipment ground wires to be No. 6 AWG copper wire or better.
- Routing ground wire(s) via overhead cable ladders and trays is approved.

Equipment Identification:

- All installed RF equipment will be equipped with an ID pouch/holder. This ID container shall display, as a minimum, the LICENSEE's Name, FCC or IRAC Call Sign, frequency, address, Point-of-Contact name and telephone number, as well as a copy of the FCC Station License.

Equipment Maintenance:

- LICENSEE shall be responsible for all maintenance of its installed equipment in accordance with all applicable rules, regulations, and laws.
- Maintenance work shall be performed by certified electronics technicians, steeplejacks, licensed electricians and contractors previously approved by LICENSOR.
- All equipment shall be maintained within normal operating parameters, as specified by the equipment manufacturer and in accordance with the FCC Type Acceptance certification(s). LICENSEE's equipment will not be maintained or operated in a manner that will cause harmful interference or be the source of a hazard to other licensees using the tower site.
- Upon entering or exiting any shelter, building or tower site, all fence gates and doors opened shall be closed and securely locked behind the person entering or exiting the facility. In addition, any alarms disabled upon entry must be enabled upon exiting. It is the responsibility of the LICENSEE or his designated representative to see that the Site is securely locked and the premises is clean before departing the Site. At sites that are centrally monitored, LICENSEE or his agent must notify the Central Monitoring Station of each entry and exit, disabling and resetting any applicable alarm device(s) installed. Any problems encountered should be reported to LICENSOR at (866) 886-8807.

Removal of Installed Equipment:

- Any or all removal of LICENSEE's Equipment shall be performed by certified electronics technicians, steeplejacks, licensed electricians or licensed contractors previously approved by LICENSOR. All removal operations shall be in accordance with a previously approved removal plan. Removal operations shall be accomplished in a workmanlike manner without any interference, damage or destruction of any other equipment, structures or operations at the site or to any other equipment installed therein. All trash, scrap or debris shall be removed from the site along with all LICENSEE's Equipment. The premises shall be left in a clean and orderly condition.
- Any equipment left by LICENSEE upon final departure from the Site (all keys turned in) becomes the property of LICENSOR to do with as determined by LICENSOR.

Additional Fees:

- Any work not performed or performed incorrectly by LICENSEE may be corrected in a timely manner by LICENSEE at its sole cost and expense after notification by LICENSOR.

- If LICENSEE fails to correct an installation discrepancy in a timely manner, after proper notification by LICENSOR reserves the right to correct the discrepancy by other means and bill the LICENSEE for all costs associated with that action.

EXHIBIT E

Master Lessor Special Stipulations

- 1. Additional Licensee Indemnification.** LICENSEE agrees, to the extent permitted by law, to defend, indemnify and hold harmless LICENSOR and Comcast from any claim, expense, loss or damage of any kind, including reasonable attorney's fees, arising from LICENSEE's installation, operation or maintenance of LICENSEE's Equipment or the breach of any provision of this Agreement, excepting, however, such claims or damages as may be due solely to the gross negligence or willful misconduct of LICENSOR, its agents, or employees. LICENSEE, to the extent permitted by law, indemnifies and saves LICENSOR and Comcast harmless from and against all loss, cost, damage, liability, and expense, including reasonable attorneys' fees, arising from injury or death of any person or damage to property in and about the Site. LICENSEE shall, to the extent permitted by law, pay on demand, and shall indemnify and save LICENSOR and Comcast harmless from, all amounts paid by LICENSOR or Comcast for all loss, cost, damage, liability, and expense, including reasonable attorneys' fees and court costs, incurred in the successful enforcement by LICENSOR or Comcast of any obligation of LICENSEE hereunder. All of LICENSEE's Equipment and personal property of every kind in or upon the Site shall be installed, maintained, operated and removed at LICENSEE's sole risk. The provisions of this Paragraph shall survive termination or expiration of this Agreement.
- 2. Insurance.** (a) LICENSEE (and every contractor or agent retained by LICENSEE) shall procure prior to the Commencement Date, and shall keep in effect throughout the Term hereof:
- (i) **Workers' Compensation and Employer's Liability Insurance:** At statutory limits as provided by the state in which the Site is located, and Employer's Liability Insurance at a limit of not less than One Million Dollars (\$1,000,000) for each accident, One Million Dollars (\$1,000,000), each employee and One Million Dollars (\$1,000,000) policy limit;
 - (ii) **Commercial General Liability Insurance Covering Operations and Premises Liability; Completed Operations; Product Liability; Contractual Liability; Personal Injury; and Property Damage** caused by explosion, collapse and underground damage; and a Broad-Form Property Damage Endorsement. The limits of such liability insurance shall be no less than Two Million Dollars (\$2,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
 - (iii) **Commercial Automobile Liability Insurance:** Covering all owned, hired or non-owned vehicles including the loading or unloading thereof, with limits no less than One Million Dollars (\$1,000,000) combined single limit of liability for Automobile Bodily Injury, Personal Liability and Automobile Property Damage for each occurrence;
 - (iv) **Umbrella Excess Liability:** Coverage on a follow-form basis in an amount no less than Three Million Dollars (\$3,000,000) for each occurrence;
 - (v) **"All-Risks" Property Insurance:** Property Insurance covering all risks of physical damage (subject to standard exclusions) and including, but not limited to, sprinkler leakage and water damage to contractors' materials, equipment, supplies, personal property, removable trade fixtures and the communications equipment. Coverage is to be on a replacement cost basis and is to include the interests of LICENSOR, as its respective interests may appear.
- (b) All such insurance shall be carried with companies with a minimum A.M. Best Rating of A-,VII, licensed to do business in the jurisdiction where the Site is located, and such policies shall name LICENSOR, Comcast and their respective parents, affiliates and subsidiaries as additional insured parties. All such insurance shall be primary and non-contributory to any insurance policies maintained by LICENSOR and shall provide a waiver of subrogation in favor of LICENSOR where permitted by law.
- (c) LICENSEE agrees that LICENSOR may, one time during any given five (5) year period, require that additional insurance be obtained and maintained in amounts reasonably related to use of the Site.
- (d) Each insurance policy required hereunder, shall be endorsed to provide that it will not be canceled or amended, except after prior written notice in accordance with policy provisions, to LICENSOR, mailed to the address indicated herein, and the policy and policy endorsements shall contain the following endorsement: "It is hereby understood and agreed that cancellation of this policy, or the intention not to renew the policy shall not be effective unless notice thereof has been provided to LICENSOR by registered mail without prior written notice in accordance with policy provisions to such change, cancellation or non-renewal."
- (e) In the event of any cancellation, LICENSOR reserves the right to provide replacement insurance coverage and to charge any premium expense therefor to LICENSEE and to deduct such cost from any amounts due or to become due to LICENSEE hereunder.

(f) Licensee shall have the right to self-insure the coverage required above. In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured, the following provisions shall apply:

(i) Additional Insured status shall be no less broad than those limits as outlined in Paragraph 2(a)(i) – (iv) above, and shall not exclude coverage for defense, nor any other coverage customarily provided under an ISO Commercial General Liability policy form 00 01, or comparable policy form. Such additional insured coverage shall: (x) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors, (y) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensor, its employees, agents or independent contractors; and (z) not exceed Licensee's indemnification obligation under this Agreement, if any.

(ii) In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured, the following provisions shall apply:

(1) Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Paragraph and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(2) Licensor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee, which shall not be unreasonably withheld, conditioned, or delayed; and

(3) Licensor shall reasonably cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

(g) The liability of Licensee shall not be limited by said insurance policies or the recovery of any amounts thereunder.

3. Assignment. (a) This Agreement may not be assigned, sold, transferred, conveyed, or sublicensed or in any other manner transferred by the LICENSEE, without the prior written consent of LICENSOR, which may be withheld at LICENSOR's sole discretion.

(b) Notwithstanding the foregoing, LICENSEE shall have the right, without LICENSOR's consent, but upon advance written notification to LICENSOR, to assign this Agreement to any parent or subsidiary corporation or to any corporation or partnership which is controlled by, under the control of, or under common control with LICENSEE, or to any entity which acquires (by purchase, merger or consolidation, or otherwise) all or substantially all of the assets of LICENSEE in the market defined by the FCC in which the Site is located, provided that such assignee shall have a net worth of equal or greater value than that of LICENSEE and shall agree in writing to be bound by all terms and conditions of this Agreement.

4. Environmental Provisions and Hazardous Materials.

(a) Environmental Definitions.

i. "Environmental Laws" shall mean all federal, state and local laws, statutes, ordinances, regulations, codes and rules, now or hereafter in effect, and in each case as amended or supplemented from time to time, and any legally applicable judicial or administrative interpretation thereof, and any legally applicable order or decree, relating to the regulation and protection of human, public or employee health, safety, the environment, industrial hygiene and natural resources, and, without limiting the foregoing, all such laws governing or imposing requirements, including transportation requirements, liability or standards of conduct with respect to Hazardous Materials, chemicals, petroleum or petroleum products, PCBs, leaded paint, batteries, asbestos, recyclable materials, electronic wastes and materials, and universal wastes and other wastes. Environmental Laws include but are not limited to, the following statutes and all legally applicable regulations, guidelines or policies issued or promulgated thereunder: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq.) ("CERCLA"); the Emergency Planning and Community Right-To-Know Act, as amended (42 U.S.C. §11001 et seq.) ("EPCRA"); the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §136, et seq.) ("FIFRA"); the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.) ("RCRA"); the Toxic Substances Control Act, as amended (15 U.S.C. §2601, et seq.) ("TSCA"); the Clean Air Act, as amended (42 U.S.C. §740, et seq.) ("CAA"); the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et seq.) ("FWPCA"); the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801, et seq.) ("HMTA"); the Occupational Safety and Health Act, as amended (29 U.S.C. §651, et seq.) ("OSHA"); and the Safe Drinking Water Act, as amended (42 U.S.C. §300f, et seq.) ("SDWA"); and all analogous applicable state and local counterparts or equivalents.

ii. "Hazardous Materials" shall mean any hazardous substances, chemicals, petroleum, wastes and by products, and any other materials, as defined and/or regulated under Environmental Laws, including but not limited to products containing any hazardous materials (by way of example and not limitation, such products shall include Uninterruptible Power Supply batteries and fuel used to power back-up generators).

(b) Covenants. LICENSOR and LICENSEE covenants and agrees to comply, at its sole cost and expense, with all applicable Environmental Laws with respect to its activities on the Site. LICENSEE shall not store, handle, transport or otherwise bring on, in, around, or under the Site, or any part thereof, any Hazardous Materials, with the exception of those Hazardous Materials commonly found in, or used with respect to the operations of, telecommunications equipment, and with respect thereto, LICENSEE shall properly manage and store such Hazardous Materials in accordance with Environmental Laws and to assure that such Hazardous Materials are not released onto or from the Site. LICENSEE shall not install and/or utilize any underground storage tank on the Site.

i. By way of example and not limitation, LICENSEE's obligations to comply with Environmental Laws shall include the responsibility to make all reports and filings required by EPCRA with respect to LICENSEE's storage and/or use of Hazardous Materials on the Site (e.g., §302 and §303 planning requirements; §304 release reports; §311 submissions of Material Safety Data Sheets ("MSDS") or lists of hazardous chemicals to the Local Emergency Planning Committee ("LEPC"), State Emergency Response Commission ("SERC") and local fire department; §312 submission of inventory form (Tier I or II as applicable); and §313 submission of Toxic Chemical Release Forms). LICENSEE shall, upon request of LICENSOR, provide LICENSOR copies of all such reports and filings.

ii. In the event that LICENSEE's activities authorized under this Agreement on the Site require it to obtain any permits or approvals under Environmental Laws, LICENSEE shall have the sole responsibility of obtaining any such permits or approvals. LICENSEE shall notify LICENSOR, in writing, of its intent to apply for such permits and approvals and shall supply to LICENSOR, at its request, copies of all such applications, licenses, approvals, and ongoing submissions made by LICENSEE thereunder.

iii. In the event that any of LICENSEE's proposed activities might have an impact on the regulatory responsibilities of LICENSOR under Environmental Laws (by way of example and not limitation, in the event that the use/storage of a chemical by LICENSEE or the use of an emergency generator by LICENSEE could trigger new or expanded reporting by or permitting of LICENSOR relating to the Site), LICENSEE shall notify LICENSOR and consult with LICENSOR with respect to such potential reporting or permitting.

(c) Notice. Prior to entering onto the Site, LICENSEE shall provide to LICENSOR a list, with approximate quantities, of all Hazardous Materials that will be brought onto/used on the Site. LICENSEE shall provide an update of this listing to LICENSOR each year on the anniversary date of this Agreement. Notwithstanding the previous sentence, LICENSEE shall provide an update of this list to LICENSOR prior to LICENSEE materially increasing the quantity of, or materially changing the types of, Hazardous Materials it intends to bring onto/use on the Site.

(d) Cleanup Obligations. In the event of the release of any Hazardous Materials on or from the Site resulting from LICENSEE's activities on the Site, or those of its employees, agents or invitees, LICENSEE shall immediately notify LICENSOR and any regulatory agencies to which notice is required under Environmental Laws. LICENSEE shall also immediately take all necessary actions to contain and remediate the release to LICENSOR's satisfaction.

(e) Indemnification.

i. To the extent permitted by law, LICENSEE shall indemnify, defend and hold harmless Comcast, LICENSOR, its parent, subsidiaries, affiliates, and operating divisions and their agents and employees, from and against any liabilities, claims, damages, losses, judgments, orders, enforcement actions, fines, penalties, investigations or remedial measures, costs and expenses (including reasonable attorneys' and experts fees and costs), resulting directly or indirectly from or in connection with LICENSEE's or its employee's or agent's failure to fulfill its covenants or obligations under this Environmental Provisions and Hazardous Materials paragraph of this Agreement. The indemnity obligations contained herein shall survive the expiration or termination of the Agreement.

ii. LICENSOR shall indemnify, defend and hold harmless LICENSEE, its agents and employees, from and against all claims, liabilities, damages, costs, suits, judgments, losses, orders, enforcement actions, fines, penalties, investigation, remedial measures/costs/expenses and other liability whatsoever (including reasonable attorneys' and experts fees and costs), to the extent resulting from LICENSOR's or its employees' or agents' failure to comply with Environmental Laws with respect to the Site or to the extent that LICENSOR or its employees or agents cause a release of Hazardous Materials on or from the Site. The indemnity obligations contained herein shall survive the expiration or termination of this Agreement.

5. Termination and/or Relocation Rights. (a) If determined necessary by LICENSOR to relocate the Tower, LICENSOR will have the right to relocate LICENSEE's Equipment, or any part thereof, to an alternate Tower location ("Relocation Site") on the Site; provided, however, that such relocation will (i) not unreasonably result in any interruption of the communications service provided by LICENSEE at the Site, and (ii) not impair, or in any manner alter, the quality of communications service provided by LICENSEE on and from the Site. LICENSOR will exercise its relocation right by delivering written notice to LICENSEE. In the notice, LICENSOR will propose an alternate site on LICENSOR's Site to which LICENSEE may relocate its Equipment (the "Relocation Site"). LICENSEE will have sixty (60) days from the date it receives the notice to evaluate LICENSOR's proposed Relocation Site, during which period LICENSEE will have the right to conduct tests to determine the technological feasibility of the proposed Relocation Site. Failure to respond in writing within the sixty (60) day period will be deemed an approval. If LICENSEE disapproves such Relocation Site, then LICENSOR may thereafter propose another Relocation Site by notice to LICENSEE in the manner set forth above. LICENSEE's disapproval of a Relocation Site must be commercially reasonable. LICENSEE will have a period of ninety (90) days after completion of the Relocation Site to relocate its Equipment at LICENSEE's sole expense to the Relocation Site. LICENSOR and LICENSEE hereby agree that the Relocation Site (including the access and utility right-of-way) may be surveyed by a licensed surveyor at the sole cost of LICENSEE, and such survey will then supplement Exhibit C and become a part hereof.

(b) In the event any previously approved zoning or other required permit affecting the use of the Site as a telecommunications facility for either LICENSOR or LICENSEE is withdrawn or terminated despite the diligent efforts of the respective party, this Agreement shall be deemed to have been terminated effective as of the date of the termination of the permit or approval.

6. Subordination to Master Lease. (a) This Agreement and all of LICENSEE's rights hereunder are and shall be expressly subject and subordinate to all of the terms, covenants and conditions contained in the Master Lease and to any renewals, modifications, and extensions thereof, and to all matters to which the Master Lease is subordinate. LICENSEE covenants and agrees to observe and perform all of the terms, covenants and conditions to be performed by the LICENSOR under the Master Lease (except for the payment of rent) with respect to its Equipment and LICENSEE's use of the Site and further covenants and agrees not to do or suffer or permit anything to be done or suffered which would result in a default under the Master Lease or cause the Master Lease to be terminated. All of the terms, covenants and conditions of the Master Lease are hereby incorporated herein with the same force and effect as if set forth in full and the parties agree that all such terms, covenants and conditions shall apply to its Equipment and LICENSEE's use of the Site and whenever the Master Lease imposes duties or obligations on the LICENSOR thereunder, the same duties and obligations shall be deemed to refer to LICENSEE with respect to its Equipment and LICENSEE's use of the Site, and LICENSEE hereby expressly assumes such duties and obligations. Notwithstanding the foregoing, LICENSEE shall not be entitled to exercise any rights or options of the LICENSOR under the Master Lease (including without limitation any renewal, option to extend term, right of early cancellation, option to purchase, right of first refusal or other rights or options), LICENSOR hereby expressly reserving all such rights and options and LICENSEE hereby expressly acknowledging and agreeing LICENSEE's rights and options are limited to those expressly set forth in this Agreement. This Agreement shall terminate immediately upon the expiration or termination of the Master Lease for any reason whatsoever.

(b) In the event of a default by LICENSOR under the Master Lease that results in the termination of the Master Lease, LICENSEE hereunder shall, at the option of Comcast, attorn to and recognize Comcast as the licensor hereunder and shall, promptly upon Comcast's request, execute and deliver all instruments necessary or appropriate to confirm such attornment and recognition (which instruments shall provide that Comcast shall recognize the right of the LICENSEE hereunder to remain in occupancy of and have access to the Equipment as long as the LICENSEE hereunder is not in default of the Agreement beyond applicable notice and cure periods, subject to all terms and conditions of this Agreement and the Master Lease, but any failure to execute such instruments shall not affect such attornment and recognition and non-disturbance). Notwithstanding such attornment and recognition and non-disturbance, Comcast shall not be: (i) liable for any previous act or omission of LICENSOR hereunder or any prior licensor or landlord; (ii) subject to any offset or defense that shall have accrued to the LICENSEE hereunder against LICENSOR or any prior licensor or landlord; or (iii) bound by any obligation to make any payment to LICENSEE. LICENSEE hereby waives all rights under any present or future law to elect, by reason of the termination of the Master Lease, to terminate this Agreement or surrender possession of the premises licensed hereby.

(c) The provisions of this Subordination to Master Lease paragraph shall survive termination or expiration of this Agreement.

7. Limitation of Liability. Notwithstanding anything contained in this Agreement to the contrary, LICENSEE acknowledges and agrees that LICENSEE shall look solely to the estate and interest of LICENSOR, and its successors and assigns (not that of Master Lessor's), in the Site, the collection of any judgment recovered against, or liability of, LICENSOR by reason of LICENSOR's breach of this Agreement or otherwise. No other property or assets of LICENSOR (or that of Master Lessor) shall be subject to levy, execution, or other enforcement procedures for the satisfaction of LICENSEE's remedies under or with respect to either this Agreement, the relationship of LICENSOR and LICENSEE hereunder, or LICENSEE's use of space licensed to LICENSEE hereunder.

EXHIBIT F

Master Lease

[see attached redacted Master Lease]



Templeton (New)
Garysville - Existing
Tavern Rd - Existing

Customer Site Name: _____
Customer Site No.: _____
Customer Type: Non-Government

Crown Site Name: _____
JDE Business Unit: _____
License Identifier: _____ Type of Site: _____

TOWER SITE LICENSE AGREEMENT

(LICENSE FOR USE OF TOWER SPACE ONLY)

THIS TOWER SITE LICENSE AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, (the "Effective Date"), between _____ (Crown), a _____, with a place of business at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 ("Licensor"), and _____ (Customer), a _____, with its principal place of business at _____ County, _____ ("Licensee").

The parties hereto agree as follows:

1. DEFINITIONS

Unless otherwise noted, as used in this Agreement references to Section numbers are to sections in main text of this Agreement, references to Exhibits are to those documents attached to this Agreement, use of "including" and "includes" means a non-exhaustive list of examples, and use of "or" means "and/or".

The following terms as used in this Agreement are defined as follows:

"Acquiring Party" means any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

"Adjusted Fee" means the adjusted Basic Payment or other fee, as applicable, calculated as set forth in Section 5.2 below.

"Adjustment Date" means the date on which the Basic Payment and all other fees set forth herein shall be adjusted as set forth in Section 5.2 below.

"AM Detuning Study" means a study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern.

"AM Detuning Study Fee" means the fee payable by Licensee to Licensor to defray Licensor's costs incurred in preparing or obtaining an AM Detuning Study. The amount of the Fee shall be reasonably commensurate with the scope and complexity of the subject AM Detuning Study.

"Base Fee" means the then-current Basic Payment or other fee, as applicable.

TT: E 1532037
Prepared by: DRAFT
Prepared on: 3/22/2019
Revised on:

App Rev #: _____
LRF Rev #: _____



Customer Site Name: _____
Customer Site No.: _____
Customer Type: Non-Government

Crown Site Name: _____
JDE Business Unit: _____
License Identifier: _____ Type of Site: _____

“Basic Payment” means the consideration paid by Licensee for the right to use the Licensed Space as described in Section 5.1 below, which consideration is subject to adjustment as described in Section 5.2 below.

“Basic Payment Commencement Date” means .

“Closeout Documentation” means the as-built drawings and other installation documentation required by Licensor with respect to the subject installation of or Modification to Equipment.

“Code” means TIA-222-X, where the “X” refers to whatever revision of TIA-222 is currently adopted by the jurisdiction in which the Site is located.

“Conveyance” includes any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff’s or trustee’s sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor’s interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

“Crown Castle” means Crown Castle USA Inc. or an affiliate of Crown Castle USA Inc. that is designated by Licensor to perform any Work for Licensee, or to inspect any work that is performed for Licensee, pursuant to Section 2.5 below.

“Current Term Expiration Date” means, at any point in time, the last day of the then-current term, whether it is the initial term or a renewal term (if applicable).

“Deed” means the deed(s) or other similar prior instrument(s) from which Licensor’s rights in any portion of the Site are derived, together with any restrictive covenants pertaining thereto, whether or not such restrictive covenants are contained in the deed(s) or other similar prior instrument(s) or in a separate prior legal instrument(s).

“Equipment” means Licensee’s communications equipment placed on the Site, including Licensee’s antennas, cables, connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software, and other personal property.

“Event of Default” means any material breach of this Agreement for which no cure period applies, or any other breach of this Agreement that is not cured within the applicable cure period stipulated herein, as described in Section 13 below.

“FAA” means the Federal Aviation Administration.

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“FCC” means the Federal Communications Commission.

“Government Entity” means any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

“Grantor” means the grantor named in the Deed, if applicable.

“Inspection Fee” means the fee payable by Licensee to Crown Castle in the amount of _____ and 00/100 Dollars (\$_____.00) to defray Licensor’s costs associated with Crown Castle’s inspection of any Work not performed by Crown Castle. Said amount is subject to adjustment in accordance with Section 5.2 below.

“Installation Standards” means the “Installation Standards for Construction Activities on Crown Castle Tower Sites” or its successor, issued by Licensor (or its affiliates) from time to time, as described in Section 2.2 below.

“Intermodulation Study” means a study to determine whether an RF interference problem may arise.

“Intermodulation Study Fee” means the fee payable by Licensee to Licensor to defray Licensor’s costs incurred in preparing or obtaining an Intermodulation Study. The amount of the Intermodulation Study Fee shall be reasonably commensurate with the scope and complexity of the subject Intermodulation Study.

“Landlord” means the lessor, sublessor, or licensor under the Prime Lease, if applicable.

“Laws” means any and all laws, regulations, rules, or requirements promulgated by Government Entities.

“Lender” means any and all lenders, creditors, indenture trustees and similar parties.

“Licensed Equipment” means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies for which has an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

“Licensed Space” means that portion of the Site that is licensed to Licensee hereunder.

“Licensee” means the party named as “Licensee” in the first paragraph hereof and its successors-in-interest.

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“Licensor” means the party named as “Licensor” in the first paragraph hereof and its successors-in-interest.

“Modification” means (i) any addition of equipment outside the boundaries of any permitted equipment pads on the ground, (ii) any addition of antennas or antenna structures on the ground or on any equipment pads, (iii) any use of space on the ground or on the tower outside of the Licensed Space, except as otherwise expressly permitted herein, (iv) any change to the shape or location of the Licensed Space on the ground or on the tower, as applicable, (v) the addition of generators or generator fuel tanks in any location, (vi) any addition, modification, or replacement of equipment on the tower other than as may be specified herein, (vii) any change to the frequency ranges specified herein or the use of any frequency outside of the frequency ranges specified herein, or (viii) any use of power in excess of the power level specified herein. Notwithstanding the foregoing, the replacement of any of Licensee’s equipment (if any) on the tower with new, identical equipment (i.e., equipment of the same quantity, make, model, size and weight), in the same location as the previously permitted equipment, shall not constitute a “Modification”, provided that such replacement does not negatively affect the tower’s loading capacity, as determined by Licensor.

“Modification Application Fee” means the fee payable by Licensee to Licensor in the amount of _____ and 00/100 Dollars (\$____.00) to defray Licensor’s costs incurred in evaluating a Site Engineering Application with respect to a Modification. Said amount is subject to adjustment in accordance with Section 5.2 below.

“NTP” means a written notice to proceed.

“Pre-Existing Use” means any installation or modified use of Licensor’s or another user’s equipment prior to the installation or modified use of Licensee’s Equipment.

“Prime Lease” means the lease(s), sublease(s), or other similar prior agreement(s) from which Licensor’s rights in any portion of the Site are derived, and which may contain restrictions on use of the Site.

“Prior Agreement” means, if applicable, any active prior oral or written agreements (as may have been amended or assigned) between Licensor and Licensee to the extent applicable to the Site and the subject matter described herein.

“Pro Rata Share” means the fraction or decimal equivalent determined by dividing one (1) by the total number of then-existing users of the Site. In no event shall the Pro Rata Share exceed fifty percent (50%). For the purposes of determining “Pro Rata Share”, Licensor shall be deemed to be a then-existing user of the Site.

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“Regulatory Compliance Costs” means the reasonable costs, including reasonable attorneys’ fees, incurred by Licensor at the Site after the Effective Date in order to comply with any applicable Law.

“RF” means radio frequency.

“Security Instrument” means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

“Site” means the property referred to in Section 2.1 below, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

“Services Agreement” means any active agreement(s) between Licensee and Crown Castle with respect to the performance of Work for Licensee by Crown Castle, which active agreement(s) may include, without limitation, any master services agreement, project appendix, purchase order for services, and/or other similar agreement.

“Site Application Fee” means, if applicable, the fee paid or payable by Licensee to Licensor to evaluate a Site Engineering Application to determine whether Site has sufficient capacity to accommodate the Equipment described herein.

“Site Engineering Application” means the application form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment. The approved Site Engineering Application, if any, for Licensee’s permitted Equipment is referred to in Section 2.2 below and attached to this Agreement as part of **Exhibit B**.

“Site Plan” means the site plan or site sketch, if any, referred to in Section 2.2 below and attached hereto as **Exhibit C**.

“Structural Analysis” means an engineering analysis performed to determine whether the physical and structural capacity of the tower are sufficient to accommodate the proposed tower-mounted Equipment, if any. Such engineering analysis takes into consideration factors such as weight, wind loading and physical space requirements.

“Subsequent Use” means any installation or modified use of Licensor’s or another user’s equipment subsequent to the installation or modified use of the Licensed Equipment as described in Section 6.1 below.

“Term” means the term of this Agreement, as set forth in Section 4 below.

“Term Commencement Date” means .

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“Tower Level Drawing” means the tower level drawing or tower sketch, if any, referred to in Section 2.2 below and attached hereto as part of **Exhibit B**.

“Unlicensed Equipment” means, if applicable, Licensee’s permitted equipment installed at the Site that is transmitting or receiving signals within frequencies that do not require an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies.

“Work” means the installation of Equipment at the Site, construction of an approved Modification to Equipment at the Site, or removal of Equipment from the Site, as set forth in Section 2.5 below.

2. SITE, LICENSE, EQUIPMENT, LICENSED SPACE, APPLICATION FOR MODIFICATIONS, CONDITIONS PRECEDENT, ACCEPTANCE OF SITE

2.1 **The Site.** The Site consists of that certain parcel of property, located in the City of _____, the County of _____, and the State of _____, which is described in **Exhibit A** hereto.

2.2 **License to Install, Operate and Maintain the Equipment.** Licensor hereby grants a license to Licensee to install, operate and maintain the Equipment on the Site within the Licensed Space, as such Equipment and Licensed Space are described in, and subject to, the approved Site Engineering Application and Tower Level Drawing (or other documentation), if applicable, attached hereto as **Exhibit B** and as shown in the Site Plan (or other documentation), if applicable, attached hereto as **Exhibit C**. If this Agreement is replacing a Prior Agreement, the parties acknowledge that the Equipment (or a portion thereof) may already be installed on the Site and that Licensee may currently operate and maintain, the Equipment (or a portion thereof) on the Site. Such license is subject to the Installation Standards and restricted exclusively to the installation, operation and maintenance of Equipment consistent with the specifications and in the locations identified in **Exhibit B** and **Exhibit C**.

2.2.1 **Acknowledgement of Use of Ground Space Not Controlled by Licensor.** Licensee acknowledges that it intends to install, operate and maintain its ground-based equipment (i.e., Licensee’s radios, radio shelter or cabinet, and related transmission and reception hardware and software, and other ground-based personal property) on certain real property that is (i) not owned, leased or otherwise controlled by Licensor and (ii) located adjacent/near to the Site. To the extent that information regarding the location of Licensee’s equipment shelter or cabinet and generator (if any) is provided to Licensor, then a Site Plan (or other documentation) showing the location of such ground-based equipment may be attached hereto as **Exhibit C**. Notwithstanding anything to the contrary herein, nothing herein shall be interpreted to grant a license to Licensee to install, operate or maintain any Equipment on the ground at the Site, except for utility lines, wires, cables, pipes, lines, or any other means of providing utility service to Licensee’s tower-mounted Equipment, as set forth in Section 3.1 below.

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2.3 Application for Modifications. Licensee shall apply to make Modifications by submitting a Site Engineering Application to Licensor together with payment of the Modification Application Fee. A Structural Analysis, AM Detuning Study or an Intermodulation Study may be required by Licensor in connection with a proposed Modification, and Licensee will be liable for the subject Structural Analysis Fee, AM Detuning Study Fee or Intermodulation Study Fee, as applicable. Any approved Modification shall be evidenced by an amendment to this Agreement, and the Site Engineering Application approved by Licensor describing the Modification shall be an exhibit to said amendment. Licensee agrees that any Modification, or change in Licensee's use of the Licensed Space, as approved herein, may entitle Licensor to additional compensation. Licensor is not obligated to approve applications for Modifications.

2.4 Conditions Precedent to Installation of Equipment or Modification. With respect to the installation of Equipment not already installed on the Site pursuant to a Prior Agreement, and with respect to any Modifications to Equipment, the parties agree that, notwithstanding anything to the contrary herein, Licensee's right to install Equipment or make a Modification to Equipment at the Site shall not commence until the following conditions are satisfied: (i) Licensor has received any written consent required under the Prime Lease or Deed to allow Licensor to license the Licensed Space to Licensee, if such consent is required, or Licensor has determined that no such written consent is required; (ii) a Site Engineering Application for such installation or Modification has been approved by Licensor; (iii) Licensor has received and approved Licensee's drawings showing the proposed installation of or Modification to the Equipment; (iv) Licensee has received and provided to Licensor (and Licensor has reviewed and accepted) copies of (a) all required permits, if any, for its installation of or Modification to the Equipment and (b) all required regulatory or governmental approvals pertaining to Licensee's proposed use of the Site; (v) Licensor has received a waiver of any rights of first refusal applicable to the Licensed Space identified in the subject Site Engineering Application; (vi) the Site Application Fee, Modification Application Fee, Structural Analysis Fee, Intermodulation Study Fee and AM Detuning Study Fee, as applicable, have been paid; and (vii) an NTP pertaining to such installation or Modification has been issued by Licensor and fully executed in accordance with Licensor's NTP process. With respect to Licensee's initial installation of Equipment on the Site, if any applicable conditions precedent are not satisfied within one hundred eighty (180) days after the date of full execution of this Agreement, either party shall have the right to terminate this Agreement upon written notice to the other party; provided, however, the foregoing right to terminate this Agreement shall expire upon satisfaction of all applicable conditions precedent if said termination right was not previously exercised by either party. Licensor and Licensee shall cooperate to satisfy any conditions precedent.

2.5 Performance of Work. Licensee may engage Crown Castle to install Licensee's Equipment, to make approved Modifications to Licensee's Equipment, or to remove Licensee's Equipment from the Site pursuant to this Section 2 (the "Work"). With respect to each such engagement, Licensee shall pay to Crown Castle a fee equal to the cost of the subject Work plus fifteen percent (15%), except to the extent as may otherwise be set forth in an applicable Services Agreement between Licensee and Crown Castle, and such Work shall otherwise be performed upon other terms mutually agreed upon by Licensee and Crown Castle as set forth in an applicable Services Agreement; provided, however, in the event that Licensee does not engage Crown Castle to perform the Work, Licensee shall (i) only engage a

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contractor approved by Crown Castle to perform the Work and (ii) pay to Crown Castle the Inspection Fee upon completion of the Work. Notwithstanding Crown Castle's inspection of any Work not performed by Crown Castle, neither Licensor nor Crown Castle shall in any way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Installation Standards. The foregoing requirement that Licensee only engage Crown Castle or a contractor approved by Crown Castle to perform Work on the Site is a material term of this Agreement.

2.6 Closeout Documentation. In the event that Licensee engages Crown Castle to perform any Work for Licensee pursuant to Section 2.5 above, Licensor shall provide or cause Crown Castle to provide to Licensee all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. In the event that Licensee does not engage Crown Castle to perform any Work for Licensee and Licensee engages a contractor approved by Crown Castle to perform the Work pursuant to Section 2.5 above, Licensee shall provide to Licensor all Closeout Documentation with respect to such Work within forty-five (45) days after completion of the Work. Notwithstanding the foregoing, in the event that Licensee fails to provide to Licensor said Closeout Documentation within said forty-five (45) day period, Licensee shall pay to Licensor _____ and 00/100 Dollars (\$____.00) for the purpose of defraying Licensor's costs associated with preparation of the Closeout Documentation required hereunder. Said amount is subject to adjustment in accordance with Section 5.2 below.

2.7 Licensor's Remedies for Undocumented Installation or Modification. In the event that Licensee breaches this Agreement by installing Equipment or making a Modification other than as permitted hereunder, it shall constitute a material breach of contract and Licensor shall have the following remedies, notwithstanding any other terms of this Agreement: (i) the right to collect from Licensee an administrative fee equal to six (6) times the monthly portion of the Basic Payment (based on the amount of the Basic Payment at the time of said notice), plus the Modification Application Fee, plus any costs incurred to assess the impact of the unauthorized installation or Modification; (ii) the right to collect from Licensee any direct and consequential damages related to such unauthorized installation or Modification; and (iii) the right to collect the Basic Payment for the Site retroactive to the date of the unauthorized installation or Modification. In the alternative to other remedies available to Licensor hereunder (i.e., the other remedies available to Licensor outside of this Section 2.7), Licensor may terminate this Agreement and require Licensee to immediately vacate the Site.

2.8 Acceptance of Licensed Space and Site. By executing and delivering this Agreement, Licensee: (i) accepts the Licensed Space and Site, including any improvements located thereon, as suitable for the purposes for which the Licensed Space is licensed to Licensee hereunder; (ii) accepts the Licensed Space and Site, including any improvements located thereon, and every part and appurtenance thereof in their "AS IS, WHERE IS" condition; and (iii) waives any claims against Licensor related to defects in the Licensed Space or Site, including any improvements located thereon, and their habitability or suitability for any permitted purposes, except if otherwise expressly provided hereunder.

3. ACCESS, USE OF SITE, ZONING APPROVAL, UTILITIES

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3.1 **Access to Site.** Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site over the designated access area to the Site as described in Exhibit A, and non-exclusive license to access Licensor's utility easement, if any, on a 24 hour per day, 7 day per week basis, subject, however, to any restrictions in the Prime Lease or Deed or any underlying easement, for the purposes of maintaining, operating and repairing the Equipment, together with a license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensor shall have no duty to remove snow or otherwise maintain the access area; provided, however, in the event that Licensee requires access to the Site but snow or some other obstruction on or in the access area is preventing or otherwise materially hindering Licensee's access to the Site, then Licensee shall notify Licensor of such snow or other obstruction and Licensor and Licensee shall cooperate with one another for the removal of such snow or other obstruction, on terms mutually agreeable to the parties.

3.2 **Authorized Persons; Safety of Personnel.** Licensee's right of access to the Site shall be limited to contractors approved by Crown Castle or persons under their direct supervision. Licensee shall not allow any person to climb a tower for or on behalf of Licensee without ensuring that such person works for a contractor approved by Crown Castle for the subject Work. The foregoing limitations on Site access are material terms of this Agreement.

3.3 **Notice to Licensor.** Licensee agrees to provide prior notice of any access to be made by Licensee or its contractors or subcontractors to the Site by calling Licensor's Network Operations Center at (800) 788-7011 (or by providing notice as otherwise directed by Licensor). For safety reasons, access to the Site is restricted to times when elevated work is not being performed on any tower at the Site by any other person.

3.4 **Licensee's Use of the Site.** Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment and shall transmit and receive only within the FCC-licensed or unlicensed frequency ranges specified herein, at the power levels specified herein.

3.5 **Permits, Authorizations and Licenses.** Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for obtaining, at its own expense, all required permits, authorizations and licenses (if any) associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

3.6 **Zoning Approval.** At least seventy-two (72) hours before submitting any zoning application or amendment to the applicable zoning authority in relation to its installation of or Modification to Equipment at the Site, Licensee must provide Licensor with copies of such zoning application or amendment. Licensor shall respond to Licensee with its approval or rejection of such zoning application or amendment within seventy-two (72) hours after its receipt of copies thereof, provided that if Licensor does not respond within said period, Licensor shall be deemed to have approved same. Licensor reserves the right to (i) require that it be named as co-applicant on any such zoning application or amendment or (ii) require revisions to any such zoning application or amendment.

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5.2 **Adjustments to Basic Payment and Other Fees.** The Basic Payment and all other fees herein that are expressed as fixed dollar amounts (excluding any fees in this Section 5 other than the Basic Payment that are expressed as fixed dollar amounts) shall be increased (but never decreased) on the first anniversary of the Basic Payment Commencement Date and every anniversary of such date thereafter (the "Adjustment Date") by three percent (3%). Licensor's failure to demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof. Such adjustment to the Basic Payment and other fees shall be calculated by the following formula:

$$\text{The Adjusted Fee} = \text{Base Fee} + (\text{Base Fee} \times 3\%)$$

5.3 **Regulatory Compliance Costs.** In the event that Licensor incurs Regulatory Compliance Costs at the Site during the Term, then, at Licensor's election, Licensee shall pay to Licensor its Pro Rata Share of such Regulatory Compliance Costs within thirty (30) days of receipt of Licensor's invoice for same (together with supporting documentation).

5.4 **Taxes, Fees and Assessments.** Licensee shall pay directly to the applicable Government Entity, or to Licensor if Licensor is invoiced by such Government Entity, if and when due, all taxes, fees, assessments or other charges assessed by such Government Entity against the Equipment or Licensee's use of the Site or the Licensed Space. Licensee shall pay to Licensor or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other similar taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Site or the Licensed Space. At Licensor's election, Licensee shall also pay to Licensor its Pro Rata Share of all taxes, fees, assessments or charges assessed by any Government Entity against the Site itself or against Licensor's improvements thereon. Licensor shall provide notice (together with supporting documentation) of any assessments to be paid by Licensee promptly upon receipt. Licensor shall invoice Licensee annually, indicating the amount of the assessment, Licensee's Pro Rata Share and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt.

5.5 INTENTIONALLY OMITTED. [security deposit]

5.6 INTENTIONALLY OMITTED. [revenue share/split]

6. INTERFERENCE

6.1 **Interference to Licensee's Licensed Operations.** Licensor agrees that neither Licensor nor Licensor's other licensees or tenants at the Site, whose equipment at the Site is installed or modified subsequently to the installation or Modification of Licensee's Licensed Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC. In the event that any Subsequent Use causes RF interference to Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC, then (i) Licensee shall notify Licensor in writing of such RF interference, (ii) Licensor shall cause the party

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whose Subsequent Use is causing said RF interference to reduce power or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice, and (iii) the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference to Licensee's FCC-licensed transmissions or reception. Licensor further agrees that any new licenses or other agreements that Licensor executes with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Licensed Equipment following receipt of a notice of such RF interference.

6.2 Interference by Licensee. Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor or other users of the Site (including Pre-Existing Uses) in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all commercially reasonable and necessary steps to determine the cause of and eliminate such RF interference. If the RF interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. To the extent allowed by law, Licensee shall indemnify and hold Licensor and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from RF interference caused by Licensee's Equipment.

6.3 Interference to Licensee's Unlicensed Operations. Licensee acknowledges that if Licensee's operation of any Unlicensed Equipment is subject to any RF or physical interference, then neither Licensor nor other users of the Site have any duty or obligation to remedy the interference to such Unlicensed Equipment. Licensee may, after taking all commercially reasonable actions to remedy the interference to the operation of its Unlicensed Equipment, submit a Site Engineering Application to request relocation of such Equipment to another location at the Site. Licensor shall approve the Site Engineering Application if sufficient space and capacity are available at the Site to accommodate such Unlicensed Equipment without interference (physical or electrical) to other users of the Site, as determined by Licensor in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Site Engineering Application for said relocation is approved by Licensor, all other terms of this Agreement shall continue to apply to such Unlicensed Equipment as relocated and this Agreement shall be amended to reflect such relocation.

7. RELOCATION OF EQUIPMENT BY LICENSOR

7.1 Relocation of Equipment at Licensor's Option. Licensor shall have the right to change the location of the Equipment (including re-location of Equipment on the tower to an elevation used by

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other licensees, or re-location of Equipment to another tower located or to be constructed on the Site) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the coverage or signal pattern of the Equipment existing prior to the change. Any such relocation shall be performed at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this Agreement.

7.2 INTENTIONALLY OMITTED.

8. RF EXPOSURE

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

9. LIENS

Licensee shall keep the Licensed Space, the Site and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

10. INDEMNIFICATION

To the extent allowed by law, Licensee shall indemnify, defend and hold Licensor, and Licensor's affiliates, subsidiaries, directors, officers, managers, employees and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of Licensee's or any of Licensee's contractors', subcontractors', servants', agents' or invitees' use or occupancy of the Site.

11. INSURANCE

Licensee shall carry commercial general liability insurance on a form providing coverage at least as broad as the ISO CG 0001 10 01 policy form covering its occupancy and use of the Site. The liability insurance policies, automobile, commercial general liability, and umbrella shall be endorsed to cover Licensor, (and Licensor's manager, as applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary liability insurance maintained by Licensor (and any primary liability insurance maintained by Licensor's manager, as applicable) on a form that does not exclude the concurrent negligence of the additional insured.

12. CASUALTY OR CONDEMNATION

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12.1 **Casualty.** In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, then Licensor shall have (i) ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, in which to make repairs, and (ii) one hundred and eighty (180) days from date of destruction, if the Site (including the tower structure) is destroyed, in which to replace the destroyed portion of the Site. If Licensor fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes Licensee's use of the Site as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedy for such interruption of use shall be abatement of the Basic Payment for the period during which Licensee's use of the Site is interrupted. Except with regard to repair of the Site as stated in this Section 12.1, Licensor shall not be responsible for any damage caused by vandalism or acts of God. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by forces majeure or acts of God.

12.2 **Condemnation.** If any part of the Site is taken under the power of eminent domain, Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state law.

13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

Each of the following shall constitute an Event of Default hereunder: (i) Licensee's failure to pay any amount due hereunder within ten (10) days after receipt of written notice from Licensor that said payment is delinquent; (ii) Licensee's engagement of a contractor not approved by Crown Castle to perform Work on the Site in violation of the requirements of Section 2.5 above; (iii) Licensee's breach of this Agreement by installing Equipment or making a Modification other than as permitted hereunder as described in Section 2.7 above; (iv) Licensee's violation of the Site or tower access limitations in Section 3.2 above; (v) Licensee's failure to stop its Equipment from causing RF interference to Licensor or other pre-existing uses of users of the Site in violation of the requirements of Section 6.2 above; and (vi) either party's failure to cure any breach of any other covenant of such party herein within thirty (30) days after receipt of written notice from the non-breaching party of said breach, provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure. In the Event of Default by Licensee, upon Licensor's demand, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current Term, and Licensor shall have the right to accelerate and collect said payments, which right is in addition to all other remedies available to Licensor hereunder or at law, including the right to terminate this Agreement as set forth in Section 19.3 below. Licensee agrees that, if any payment to be made under this Agreement is not received by Licensor by the date it is due, Licensee will pay Licensor a late fee of Thirty-Five Dollars (\$35.00) for each month or partial month that elapses until said payment is received by Licensor. Said amount shall be adjusted as set forth in Section 5.2 above. Imposition of late fees is not a waiver of

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 Prepared on: 3/22/2019
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Licensor's right to declare this Agreement in default if the Basic Payment or any other payment is not made when due. Except as otherwise provided in Section 2.7 above, neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder to the extent allowed by law.

14. USE OF HAZARDOUS CHEMICALS

Licensee must inform Licensor (in the Site Engineering Application attached hereto as part of Exhibit B or in a separate written notice) if it will house batteries or fuel tanks on the Site. The use of any other hazardous chemicals on the Site requires Licensor's prior written approval. Licensee agrees to provide to Licensor no later than each January 15th, an annual inventory of its hazardous chemicals on the Site.

15. GOVERNING LAW, VENUE

The laws of the state or commonwealth where the Site is located, regardless of conflict of law principles, shall govern this Agreement, and any dispute related to this Agreement shall be resolved by mediation or litigation in said state or commonwealth. The period for bringing any dispute related to this Agreement to mediation shall be the same period that would apply under the applicable statute of limitations were such dispute to be brought to litigation.

16. ASSIGNMENT, SUBLEASE, SHARING

This Agreement may not be sold, assigned or transferred in whole by Licensee without the prior written approval or consent of Licensor, which consent may not be unreasonably withheld. This Agreement may not be sold, assigned or transferred in part by Licensee without the prior written approval or consent of Licensor, which consent may be withheld in Licensor's sole discretion. Licensor's consent to any such assignment, and Licensee's and the assignee's representations to, and agreements with, Licensor pertaining to such assignment, shall be evidenced by a form to be provided by Licensor and executed by Licensor, Licensee and the assignee. Notwithstanding the foregoing, Licensee shall have the right to assign in whole its interest hereunder without the consent of Licensor, upon ninety (90) days prior written notice to Licensor, to Licensee's parent, to any of its wholly-owned subsidiaries, to any entity that controls, is controlled by or under common control with Licensee, or to any entity that owns or acquires all or substantially all of Licensee's assets or shares of ownership. Licensee shall not sublease or license its interest in this Agreement, in whole or in part, either directly or through subsidiaries or affiliated entities. Licensee shall not share the use of its Equipment with any third party.

17. NOTICES

Except for notices of access which are to be provided as set forth in Section 3.3 above, all notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery or (iii) certified or registered mail, postage prepaid, return

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receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices shall be sent to the parties at the following addresses:

As to Licensee: _____
 _____ street address
 _____ city, state, zip _____

Telephone Number: 999-999-9999

As to Licensor: _____
 2000 Corporate Drive
 Canonsburg, PA 15317
 Attention: Legal Department
 Telephone Number: (724) 416-2000

Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice to the other party.

18. PRIME LEASE OR DEED

Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the Prime Lease or Deed. A redacted copy of the Prime Lease or Deed is attached as **Exhibit D** hereto. Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, sublessee, licensee or grantee as set forth in the Prime Lease or Deed to the extent they are applicable to Licensee's access to and use of the Site.

19. TERMINATION

19.1 **Withdrawal or Termination of Site Zoning Approval or Permit.** In the event that any Site zoning approval or any of Licensor's permits to operate the Site as a communications facility is withdrawn or terminated, this Agreement shall terminate effective as of the termination of such Site zoning approval or permit.

19.2 **Termination of Prime Lease.** If a Prime Lease applies to the Site and the Prime Lease terminates for any reason, this Agreement shall terminate effective as of the termination of the Prime Lease.

19.3 **Termination in the Event of Default.** In the Event of Default by either party (the "defaulting party"), the other party (the "non-defaulting party") may terminate this Agreement by providing written notice of such termination to the defaulting party. Such written notice shall describe (i) the Event of Default, and (ii) in the case of a breach that could have been cured in accordance with Section 13, the defaulting party's failure to cure such breach within the stipulated cure period. The non-

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defaulting party's right to terminate this Agreement pursuant to this Section 19.3 is in addition to any other rights and remedies provided to the non-defaulting party by law or under this Agreement.

20. NO WAIVER

No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

21. NON-DISCLOSURE

The parties agree that, except to the extent otherwise required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this Agreement or any portion thereof, except to such party's auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. The parties agree that this Agreement and all public records pertaining to this Agreement are subject to the provisions of the Virginia Freedom of Information Act. Notwithstanding the foregoing, either party may disclose the terms of this Agreement to any of its affiliated entities, and Licensor may disclose the terms of this Agreement (or relevant portions thereof) to (i) Landlord, if a Prime Lease applies to the Site, (ii) any of its lenders or creditors, or (iii) third parties that are existing or potential lessees or licensees of space at the Site, to the extent such disclosure to such potential lessees or licensees is reasonably necessary for the operation, leasing, licensing and marketing of the Site. The terms that may be disclosed to such potential lessees or licensees may include terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests, and terms relating to Licensee's Equipment (if any) installed, or to be installed, on the tower for the purposes of Structural Analysis.

22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT

22.1 **Subordination.** Subject to Section 22.2, this Agreement and Licensee's rights hereunder are and will be subject and subordinate in all respects to: (i) a Security Instrument from Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.

22.2 **Non-Disturbance.** The subordination described in Section 22.1 is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

22.3 **Liability of Parties.** Licensee and Licensor agree (i) that any Conveyance shall be made subject to this Agreement and the rights of Licensee hereunder and (ii) that the parties shall be bound to

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one another and have the same remedies against one another for any breach of this Agreement as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.

22.4 **Attornment.** Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, (i) Licensee shall not seek to terminate this Agreement and shall remain bound under this Agreement, provided that Licensee does not waive any rights that it may have hereunder to terminate this Agreement, in accordance with its terms, and (ii) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. Licensee agrees to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

**23. SURRENDER OF LICENSED SPACE, REMOVAL OF EQUIPMENT,
 REMAINING EQUIPMENT FEE**

Licensee shall remove all of its Equipment and other personal property from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of this Agreement. The removal of Licensee's Equipment and other personal property shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee's sole expense, promptly repair any damage caused by such removal, reasonable wear and tear excepted, to the Site, to the Licensed Space or to the equipment of any third party on the Site. Should any of Licensee's Equipment or other property remain on the Site after the expiration or termination of this Agreement, then:

- (i) no tenancy or interest in the Site shall result, and all such Equipment and other property shall be subject to immediate removal;
- (ii) in addition to any other rights or remedies that Licensor may have hereunder or at law or in equity:
 - (a) Licensee shall, upon demand, pay to Licensor a fee equal to one and one-half (1 ½) times the monthly portion of Basic Payment (based on the amount of the Basic Payment at the time of said expiration or termination) for each month or partial month during which any portion of Licensee's Equipment remains at the Site after the expiration or termination of this Agreement,

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- (b) Licensee shall pay to Licensor all expenses that Licensor may incur by reason of such Equipment or other property remaining at the Site after the expiration or termination of this Agreement, and
- (c) Licensee shall indemnify and hold Licensor harmless from and against all claims made against Licensor by any third party founded upon delay by Licensor in delivering possession of the Site to such third party or upon the improper or inadequate condition of the Site, to the extent that such delay or improper or inadequate condition is occasioned by the failure of Licensee to perform its said surrender obligations or timely surrender of the Licensed Space; and
- (iii) at any time, Licensor shall have the right, but not the obligation, to remove the Equipment or other property and store it, all at Licensee's expense, subject to the following terms:
 - (a) Licensor's liability for any damage to the Equipment or other property occasioned by such removal and storage is expressly waived by Licensee,
 - (b) Equipment so removed shall be returned to Licensee upon payment in full of all removal and storage costs and any other fees owing under this Agreement, plus an administrative charge equal to fifty percent (50%) of the total of said removal and storage costs, and
 - (c) notwithstanding the foregoing, any Equipment not retrieved by Licensee within ninety (90) days after its removal shall be deemed abandoned by Licensee, and shall become the property of Licensor without further action by either party, provided that such abandonment shall not relieve Licensee of liability for the costs of removal, storage and disposal of the Equipment, and Licensee shall reimburse Licensor for the cost of disposing of abandoned Equipment plus an administrative charge equal to fifty percent (50%) of the costs of said disposal.

24. PRIOR AGREEMENT SUPERSEDED

The parties hereby agree that this Agreement shall be deemed to have revoked and superseded any Prior Agreement as of the Effective Date, and the terms of this Agreement (together with applicable Laws) shall govern with respect to all matters hereunder occurring on or after said date.

25. COMPLIANCE WITH LAWS

Licensor shall, at Licensor's expense, ensure that the tower structure (if any) operated by Licensor on the Site complies with all applicable Laws, including all rules and regulations promulgated by the FCC and FAA with regard to lighting, marking and painting, except where noncompliance is due to Licensee's, Landlord's, Grantor's or other Site users' negligence or willful misconduct. All installations and operations by Licensee in connection with this Agreement shall meet and comply with

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all applicable Laws, including all applicable local codes and regulations, and all applicable rules and regulations promulgated by the FCC and the FAA. Licensee shall promptly notify Licensor when Licensee becomes aware of a violation of any such Laws at the Site.

26. QUIET ENJOYMENT

Licensor represents and warrants to Licensee that Licensor has the full power and authority to enter into and perform this Agreement and to grant the rights granted to Licensee hereunder, subject to the terms, covenants and conditions set forth herein. Licensor covenants and agrees that Licensee, upon paying the Basic Payments and performing all the terms, covenants and conditions of this Agreement, shall peaceably and quietly have, hold and enjoy the Licensed Space, and enjoy all other rights granted herein, without hindrance, eviction or molestation by Licensor, subject to the terms, covenants and conditions set forth herein

27. COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal ESIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of this Agreement shall legally bind the parties to the same extent as original documents.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals on the Effective Date.

Licensor

_____(Crown)_____,
a _____

By: _____
Print Name: _____
Title: _____
Date: _____

Licensee

_____(Customer)_____,
a _____

By: _____
Print Name: _____
Title: _____
Date: _____



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EXHIBIT A to Tower Site License Agreement

SITE AND ACCESS AREA LEGAL DESCRIPTIONS

(insert metes and bounds description of Site and access area here)

See Attached

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EXHIBIT B to Tower Site License Agreement

APPROVED EQUIPMENT

(insert approved Site Engineering Application (always) and CAD-generated Tower Level Drawing or other documentation describing the antenna(s) on the tower structure (if Licensed Space includes tower space) and all other Equipment, including the locations thereof, here)

See Attached

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EXHIBIT C to Tower Site License Agreement

LOCATION AND DIMENSIONS (LENGTH, WIDTH, HEIGHT)
OF EQUIPMENT BUILDING/FLOOR SPACE
AND ANY OTHER GROUND-BASED INSTALLATION AT THE SITE

(insert Site Plan or other documentation showing equipment cabinet and generator (if any) location here)

See Attached

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EXHIBIT D to Tower Site License Agreement

PRIME LEASE OR DEED

(insert a copy of the ground lease or deed from which Licensor derives its rights in the Site here)

See Attached

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Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia, this 8th day of September, 2020:

Present:

Donald Hunter, Chairman
Alan R. Carmichael, Vice-Chair
Floyd M. Brown, Jr.
Marlene J. Waymack
T. J. Webb

Vote:

A-8

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

RESOLUTION: AUTHORITY TO EXECUTE CELL TOWER LEASES

BE IT RESOLVED, that the Prince George County Board of Supervisors this 8th day of September, 2020, does hereby authorize the execution of the following cell tower leases:

InSite Wireless/White Hill site (new)
American Tower/James River site (new)
American Tower/Disputanta site (amendment)
Crown Castle/Templeton site (new)
Crown Castle/Garysville site (amendment)
Crown Castle/Tavern Road site (amendment)

A Copy Teste:

Percy C. Ashcraft
County Administrator