

IN-BUILDING RADIO AGREEMENT

This Agreement (the "Agreement") is between the CITY OF HAMPTON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, with its principal offices located at 22 Lincoln Street, Hampton, Virginia 23669, hereinafter designated LICENSOR, and T-MOBILE NORTHEAST LLC, a Delaware limited liability company, with its principal offices at 12920 SE 38th Street, Bellevue, WA 98006, hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

In consideration of the mutual covenants contained herein, the Parties agree as follows regarding certain spaces on and within Licensor's premises at 1610 Coliseum Drive, Hampton, Virginia 23666, commonly referred to as the Hampton Roads Convention Center and as further identified in Licensor's real property records as LRSN 13001172 (the "Premises" or the "Property"):

1. License. Licensor hereby licenses to Licensee certain spaces as designated by the Licensor on and within the Premises for the sole purpose of the installation and operation of a Wireless Distributed Radio System with Service Node(s), Radio Nodes, and any necessary LAN equipment ("WDRS System") together with a space for cables, fibers, or the equivalent connecting such WDRS System, whether through conduit or otherwise, as further described in the design plans attached as Exhibit A. Any microcells, cable runs or other aspects of the WDRS System installed by Licensee shall be for Licensee's exclusive use only.

2. Construction, Installation, & Maintenance. All construction, installation, and maintenance shall be performed by Licensee or its contractors in a safe manner consistent with Exhibit A, current wireless industry engineering and construction standards and practices, and in accordance with Licensor's construction and contractors' rules, if applicable, lien-free. Licensee shall further have the right to replace, repair, or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates subject to paragraph 12 of this agreement.

3. Power and Fiber. At no additional cost to Licensee, Licensor will supply electrical power in quality, quantity, and levels currently available at the Premises. Notwithstanding the foregoing, no interruption or discontinuance of such electrical power will render Licensor liable to Licensee for damages or relieve Licensee of any of its obligations hereunder, except as such results from the negligent or willful acts or omissions of the Licensor. In addition, Licensee shall be responsible, at its sole cost and expense, for any internet connectivity necessary for the construction, installation, and maintenance of the WDRS System.

4. Ownership & Control. The WRDS System is personal property owned and controlled by Licensee and the WRDS System shall be deemed to be and remain personal property and not part of the real estate on which the same is located.

5. Rental. Rental payments shall commence and be due at a total annual rental of SIX THOUSAND and 00/100 DOLLARS (\$6,000.00) to be paid in advance annually no later than the earlier of (i) the date Licensee commences construction on the Premises ("Construction Commencement Date"); or (ii) ninety (90) days after the Effective Date. For this purpose, Licensee shall provide Licensor written notice of the Construction Commencement Date no less than ten

(10) business days before actual commencement. Following the initial rental payment, subsequent remittances shall be due on each anniversary of due date established by that initial remittance. All payments shall be made to Licensor or to such other person, firm or place as Licensor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment due date by notice given in accordance with Paragraph 20.

6. Governmental Approvals and Compliance. Licensee shall, in respect to the condition of the Premises and at Licensee's sole cost and expense, comply with (a) all laws relating to Licensee's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by Licensee in or to the Premises. Licensee shall obtain all required governmental and quasi-governmental permits, licenses, approvals, and authorizations that may be required by any federal, state or local authorities, including, but not limited to the Licensor, as well as a satisfactory building structural analysis which will permit Licensee use of the Premises as set forth above. In the event that (i) any of such applications for such permits, licenses, approvals or authorizations should be rejected, canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, and (ii) Licensee determines that such permits, licenses, approvals or authorizations may not be obtained in a timely manner, Licensee shall have the right to terminate this Agreement immediately upon written notice to Licensor. All rentals paid to said termination date shall be retained by Licensor. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder; and the Licensee shall be obligated for the payment of rent to Licensor until the Premises are restored, normal wear and tear excepted, and subject to the conditions set forth in 7b.

7. Term; Default; Termination.

a. The term of this Agreement shall be five (5) years, commencing on the Effective Date.

b. Notwithstanding anything to the contrary contained herein, each Party shall have the right to terminate this Agreement at any time without cause provided that thirty (30) days prior notice is given to the other Party. Without limitation of any other rights of Licensee, such equipment may be removed by Licensee upon expiration or cancellation this Agreement, or upon earlier termination, for whatever reason and Licensee shall have 120 days after such expiration or termination to accomplish such removal. Upon any such termination, Licensee shall remove the WRDS System, other equipment, conduits, fixtures, and all personal property, and repair or restore any damage to return the Premises to its original condition, normal wear and tear excepted.

c. Unless otherwise stated herein, upon termination of this Agreement for any reason, Licensee shall pay rent to Licensor until all equipment installed pursuant to this Agreement is removed and the Property is restored as per subparagraph b above.

8. Access. Licensor agrees to provide Licensee, its employees and/or agents access to the Premises twenty-four (24) hours a day, seven (7) days a week for the purpose of design, construction, installation, upgrading, maintenance and repair of the WRDS System and communications facilities, and testing of the radio frequency coverage of the area. Access under this section is contingent upon Licensee providing Licensor at least twenty-four (24) hours prior

notice via telephone of Licensee's need to enter the Premises. During business hours, Licensee shall contact the Property's Security Office at (757) 315-1632 (tel. no.). Licensee shall have the ability to access the WRDS System and/or communications facilities after normal business hours with 1-2 hours telephone notice or such shorter notice as may be reasonable in the event of an emergency as reasonably determined by Licensee in consultation with Licensor.

9. Indemnification, Insurance, Waiver of Consequential Damages. Licensee shall indemnify and hold Licensor harmless against any claim of liability or loss or bodily injury or property damage resulting from or arising out of the acts or omissions of Licensee or its agents in connection with the use and occupancy of the Premises in connection with the WRDS System and/or communications facilities, excepting claims or damages as may be due or caused by the gross negligence of the /Licensor or its agents. Licensee shall procure and maintain throughout the term of this Agreement commercial general liability insurance under policies with limits of four million dollars (\$4,000,000) per occurrence for bodily injury (including death) or for property damage each occurrence. The certificates of insurance must be accompanied by a blanket additional insured endorsement. The "City of Hampton, Virginia" shall be included as an additional insured as its interests may appear under this Agreement. Licensor agrees that Licensee/Licensee may self-insure. All policies of insurance covering property damage obtained by the Licensee concerning or including the Premises or property shall waive the insurer's right of subrogation against the other Licensor. The foregoing notwithstanding, whether the cause of any damage, loss or liability is insurable, insured or not insured, foreseen or unforeseen, in no event shall either Party be responsible or liable to the other Party for anticipatory profits or any indirect, special, incidental or consequential damages of any kind or nature arising directly or indirectly in connection with the construction, use or operation of the Premises, the WRDS System, or the exercise of any rights related thereto, whether based on an action or claim in contract or tort, including negligence, strict liability or otherwise. Proof of insurance, as provided by this section, shall be provided to Licensor on or before the Effective Date.

10. Condition of Property. Licensor shall deliver the Premises to Licensee in a condition ready for Licensee's installation of its improvements and clean and free of debris. Licensor represents and warrants to Licensee that as of the Effective Date and continuing throughout the term: (a) the building on the Property (including without limitation the roof, foundations, exterior walls, interior load bearing walls, and utility systems) is (i) in good condition, structurally sound; and (ii) the Property is in compliance with all applicable laws, including any applicable building codes, regulations, or ordinances which may exist with regard to the Property, or any part thereof; and (b) the Property is free of all lead-based paint, asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this Paragraph is discovered at any time during the term, Licensor shall, promptly after receipt of written notice from Licensee setting forth a description of such non-compliance, rectify same to the best of the Licensor's ability at Licensor's expense.

11. Quiet Enjoyment. Licensor covenants that Licensee, upon performing all the covenants shall peaceably and quietly have, hold and enjoy the Premises and Licensor further covenants that Licensor is seized of good and sufficient title and interest to the Premises and has full authority to enter into this Agreement.

12. Interference. Licensee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Licensor or other lessees of the Property which existed on the Property prior to the Effective Date of this Agreement is executed by the Parties. In the event any after-installed Licensee's equipment causes such interference, and after Licensor has notified Licensee in writing of such interference, Licensee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Licensee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Licensor be entitled to terminate this Agreement or relocate the equipment as long as Licensee is making a good faith effort to remedy the interference issue. Licensee agrees that Licensor and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install after the date of this Agreement only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Licensee.

13. Environmental. Licensee shall hold Licensor harmless and indemnify Licensor from and assume all duties, responsibility and liability at Licensee's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by Licensee; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by Licensee.

14. Casualty. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Licensee's operations at the Premises for more than forty-five (45) days, then Licensee may, at any time following such fire or other casualty, provided Licensor has not completed the restoration required to permit Licensee to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to Licensor. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement.

15. Assignment. This Agreement may be assigned by either Party to its principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of its assets in the applicable Federal Communications Commission license area by reason of a merger, acquisition or other business reorganization without the consent of the other Party, subject to notice to Licensor in the manner set forth in Paragraph 20. As to assignment to other parties, any sale, assignment or transfer by Licensee must be with the written consent of the Licensor, such consent not to be unreasonably withheld, conditioned or delayed.

16. Default. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if Licensor fails, within ten (10) business days after receipt of written notice of such breach, to perform an obligation required to be performed by Licensor if the failure to perform such an obligation interferes with the installation, operation, and/or maintenance of the communications facilities; provided, however, that if the nature of Licensor's obligation is such that more than ten (10) business days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such ten (10) day period and thereafter diligently pursued to completion.

17. Remedies. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Premises are located.

18. Compliance with Laws. Licensee shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted in the performance of this Agreement. Licensee represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract prior to the initiation of services, including, but not limited to any and all licenses, permits, or other registrations that may be required by the City of Hampton.

19. Authority to Transact Business. Licensee expressly represents that it is a limited liability company that (i) is in good standing in the Commonwealth of Virginia, (ii) is registered to transact business in the Commonwealth of Virginia, if so required by Title 13.1 or Title 50 of the Code of Virginia, (iii) and will remain in good standing throughout the term of this Agreement. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original without production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

20. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:	City of Hampton 22 Lincoln Street Hampton, Virginia 23669 ATTN: City Manager	with copies to:	City Attorney's Office 22 Lincoln Street Hampton, Virginia 23669 ATTN: City Attorney Information Technology 22 Lincoln Street, 6 th Floor Hampton, Virginia 23669 ATTN: Contract Administrator
LICENSEE:	T Mobile Northeast LLC Attn: Lease Compliance / Site # VAYH0009 12920 SE 38 th Street Bellevue, WA 98006		

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. Effective Date. The effective date of this Agreement shall be the date on which this Agreement is signed by the City Manager of the City of Hampton, Virginia or her authorized designee ("Effective Date").

21. Miscellaneous. This Agreement contains all agreements, promises and understandings between the Licensor and the Licensee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the Licensor or the Licensee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the Commonwealth of Virginia, without reference to its choice of law rules. Licensee hereby submits to the jurisdiction of the Civil Courts of the City of Hampton, Virginia and the United States District Court for the Eastern District of Virginia, Norfolk Division, for the purpose of any suit or other proceeding brought in connection with or arising out of this Agreement and venue shall be in the City.

[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals intending that this Agreement shall be effective as of the Effective Date.

LICENSOR:

THE CITY OF HAMPTON, VIRGINIA,
a municipal corporation of the Commonwealth of Virginia

By: _____

Its: City Manager or her Designee

Date: _____

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

By: _____
Sr. Deputy, City Attorney

APPROVED AS TO CONTENT:

By: _____
Information Technology

HRCC Manager

LICENSEE:

T-Mobile Northeast LLC

By: _____

Title: _____

STATE/Commonwealth of _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, _____ (title) on behalf of T Mobile Northeast, LLC, a Delaware limited liability company authorized to transact business in Virginia. He/She is known to me personally, or has produced _____ as identification.

Notary Public

My Commission expires: _____
Registration No: _____

EXHIBIT A

WRDS SYSTEM COMPONENTS AND DESIGN PRINCIPLES