

LEASE AGREEMENT

THIS LEASE (the "Lease" or the "Fourth Lease") is made as of the ____ day of _____, 2022, by and between the **CITY OF HAMPTON**, a municipal corporation of the Commonwealth of Virginia (the "Landlord" or the "City" and Grantor for indexing purposes), and **CROWN COMMUNICATION LLC**, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317 (the "Tenant" and Grantee for indexing purposes).

WITNESSETH:

WHEREAS, Landlord is the sole owner of the real estate described hereinafter (the "Property");

WHEREAS, Landlord and the original tenant, New Cingular Wireless PCS, LLC ("New Cingular"), entered into a lease for a 1,600 square foot portion of the Property (the "Leased Premises") by lease agreement dated October 26, 2007 ("Original Lease"), which was approved by the City Council of the City of Hampton on November 7, 2007, pursuant to the requirements of §§15.2-1800 and 2100 of the Code of Virginia, and which had an effective date of November 16, 2007;

WHEREAS, the Original Lease was duly assigned from New Cingular to Crown Communication Inc, a Delaware corporation ("Crown Inc."), on or about December 31, 2007, and the area of the Leased Premises was expanded to 3,160 square feet;

WHEREAS, upon expiration of the Original Lease, on November 16, 2012, a new lease for the Leased Premises was entered with the Tenant, a successor in interest to Crown Inc., by formal approval of the City Council of the City of Hampton on December 12, 2012, pursuant to the requirements of §§ 15.2-1800 and 2100 of the Code of Virginia ("Second Lease"), whereby the commencement date of the Second Lease was December 10, 2012;

WHEREAS, upon expiration of the Second Lease on December 10, 2017, a new lease for the Leased Premises was entered with Tenant, by formal approval of the City Council of the City of Hampton on November 8, 2017, pursuant to the requirements of §§ 15.2-1800 and 2100 of the Code of Virginia ("Third Lease"), whereby the Third Lease commenced on December 10, 2017, and it expires on December 10, 2022;

WHEREAS, Landlord has the power to lease the Leased Premises to Tenant through a new lease agreement pursuant to the requirements of §§15.2-1800 and 2100 of the Code of Virginia; and

WHEREAS, by motion made and adopted November 9, 2022, Landlord authorized the lease of the Leased Premises to Tenant for the purpose of operating thereon a tower structure and an equipment building with appurtenant facilities, to be used to operate a telecommunications facility.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Description of the Leased Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises as shown on the “Plat” referred to below. The Leased Premises is situated in the City of Hampton, Commonwealth of Virginia, and is more particularly described as the “Leased Premises” in Exhibit A, attached hereto.

2. **Term and Renewals.** The Term of this Lease shall be five (5) years (the “Term”), commencing December 10, 2022 (the “Commencement Date”), and expiring on the five (5) year anniversary of the Commencement Date. The 365 day period of time starting with the Commencement Date and each 365 day period thereafter shall be known as a “Lease Year”.

3. **Rent.**

(a) **Amount Adjustments.** As consideration for this Lease, Tenant shall pay Landlord rent (“Rent”) in the amounts and in the manner described herein.

(1) From and after the Commencement Date, Tenant shall pay Landlord, as Rent, Twenty-Five Thousand Eight Hundred Five and 19/100 Dollars (\$25,805.19) for the initial Lease Year (“Initial Annual Rent”).

(2) The amount of Rent to be paid each Lease Year after the initial Lease Year during the Term shall be equal to the amount paid in the last full Lease Year immediately prior to the commencement of such Lease Year times one hundred three percent (103%). The day that the Rent increase becomes effective shall be referred to as the “Rent Adjustment Date”. The first Rent Adjustment Date shall be the first anniversary of the Commencement Date.

(3) In no event shall the adjusted Rent be less than the Initial Annual Rent.

(4) Any such Additional Rent shall be paid in accordance with Section 17(c) of this Lease.

(b) **Time of Payment.** On the first day of each Lease Year following the initial Lease Year, Tenant shall pay in advance the full annual Rent for the current Lease Year. In the event of a termination of this Lease for any reason other than Tenant’s uncured default, any unearned prepaid Rent shall be refunded to the Tenant. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Commencement Date.

(c) **Taxes.** In addition to Rent, Tenant shall timely pay all ad valorem real property and personal property taxes with respect to the Leased Premises, or shall pay such other governmental assessments or fees that are charged in lieu of taxes and arise directly as a result of this Lease. If not billed directly to Tenant, Landlord shall provide Tenant with a copy of any bills received by Landlord promptly upon Landlord’s receipt of same, which shall indicate the portion for which Tenant is responsible, if any. Tenant may dispute any such charges with the applicable governmental entity.

(d) All charges payable under this Lease such as taxes shall be billed by Landlord no later than one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable to Tenant. The foregoing shall not apply to Rent which is due and payable without a requirement that it be

billed by Landlord. The provisions of the foregoing sentence shall survive the termination or expiration of this Lease.

4. Tenant's Facilities and Landscaping.

(a) **Facilities.** The equipment cabinet and building were constructed substantially in conformance with the site layout shown on Exhibit A, as same may have been modified or improved. The exhibit does not in any way limit Tenant's ability to change, modify or add equipment.

(b) **Landscaping.** Tenant shall maintain the existing landscaping that is substantially in conformance with that landscaping shown on Exhibit A, or as modified by the Hampton Planning Commission during its recommendation process.

5. Governmental Approval Contingency.

(a) **Tenant Application.** Tenant's right to use the Leased Premises is contingent upon Tenant obtaining and/or maintaining all certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority for Tenant's use of the Leased Premises ("Governmental Approvals"). Landlord shall reasonably cooperate with Tenant (at no cost to Landlord) in its effort to obtain such Governmental Approvals, except that Landlord's agreement to cooperate shall not in any way limit or interfere with the authority or discretion of any regulatory agency, governmental body or authority affiliated with the City, or of any employee, agent, or official of the City in the conduct of their responsibility, authority, jurisdiction or decision-making with respect to any such Governmental Approvals.

(b) **Non-approval.** If any application necessary under Subparagraph 5(a) above is finally rejected, or if any certificate, permit, license or other Governmental Approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in its sole discretion, will be unable to use the Leased Premises for Tenant's intended purpose, Tenant shall have the right to terminate this Lease by written notice to Landlord, and upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

6. Use.

(a) **Use Priority.** The following priorities of use, in descending order, shall apply in the event of communication interference while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

(1) Landlord, including but not limited to public safety agencies, including law enforcement, fire and ambulance services.

(2) Public safety agencies, including law enforcement, fire and ambulance services, that are not part of Landlord;

(3) The City of Hampton

(4) Tenant

(5) Sub-Tenant(s) (as defined in Section 17 below)

(b) **Purpose.** Tenant and any Sub-Tenant shall use the Leased Premises for the purpose of installing, maintaining, and operating a communications facility, tower structure, equipment, cabinets and accessory building(s), and uses incidental thereto for the transmission and reception of communication signals which Tenant and any Sub-Tenant are legally authorized to provide to the public. The communications facility may consist of the foregoing along with one or more accessory buildings or cabinets and related equipment as same are currently located at a Landlord-approved location on the Leased Premises (the “Facility” or “Facilities”) all as shown on the attached Exhibit A. Tenant shall use the Facilities and the Leased Premises in compliance with all applicable ordinances, statutes and regulations of local, state and federal governmental agencies, as well as the right to test, survey and review title on the Property. Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively as provided in the foregoing sentences of this Section 6(b), the “Permitted Use”). Any portion of the Facility that may be conceptually described on Exhibit A will not be deemed to limit Tenant’s Permitted Use. If Exhibit A includes drawings of the initial installation of the Facility, Landlord’s execution of this Lease will signify Landlord’s approval of Exhibit A. Tenant has the right to make improvements, alterations, upgrades or additions to the Leased Premises appropriate for Tenant’s use (“Tenant Changes”). Tenant Changes include the right to construct a fence around the Leased Premises and undertake any other appropriate means to secure the Leased Premises, at Tenant’s expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Facilities on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment or relocate the Facilities within the Leased Premises at any time during the term of this Lease. Tenant will be allowed to make such alterations to the Leased Premises in order to accomplish Tenant’s Changes or to ensure that Tenant’s Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Facilities, and Tenant requires an additional portion of the Property (the “Additional Premises”) for such modification or upgrade, Landlord shall cooperate with Tenant to submit Tenant’s request to the City Council of the City pursuant to Va. Code §§15.2-1800 and 15.2-2100. If such lease for Additional Premises is approved by the City Council of the City, Landlord shall lease to Tenant the Additional Premises upon the same terms and conditions set forth herein, except that the Rent shall increase in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord shall take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant. Furthermore, by that Deed of Easement dated December 13, 2012, and recorded as Instrument 130006638 in the Clerk’s Office of the Circuit Court of the City of Hampton, the City has granted to Tenant an access easement (the “Access Easement”) to provide access to the Leased Premises from Briarfield Road, and utility easements (the “Utility Easement”) to provide those utilities deemed necessary by Tenant, which may include fiber optic fiber and cable, to the Leased Premises over, under and/or across the Property (collectively the Access Easement and Utility Easement are hereinafter referred to as the “Deed of Easement”). Said Deed of Easement governs the installation, purpose, use and maintenance of the Access Easement and the Utility Easement, respectively. A copy of said Deed of Easement is attached hereto as Exhibit C for reference only.

(c) **Plan Approval.** Tenant has previously submitted to Landlord site plans and construction drawings in adequate detail for Landlord to be able to determine the location, nature, materials, appearance and construction detail of the improvements (“Tenant’s Plans”), and Landlord has approved same. Should any equipment associated with Tenant’s Facility and any subsequent operator or Sub-Tenant be found to interfere with public safety communications, Tenant shall be responsible for the elimination of such interference, at no expense to Landlord. Ownership of Tenant’s Facility shall be vested in Tenant. Tenant shall not install any additional improvements on the Leased Premises (other than installation of related equipment which is to be accomplished using installation and attachment methods which are consistent with the installation and attachment methods described in Tenant’s Plans) without the prior written consent of Landlord which consent shall not unreasonably be withheld, conditioned, or delayed.

(d) **Drawings.** Upon Landlord’s request, Tenant shall provide Landlord with as-built drawings of the Facilities installed on the Leased Premises showing the actual location of the Facilities and of any other improvements installed on the Leased Premises. The drawings shall be accompanied by a complete and detailed inventory of all equipment and personal property placed on the Leased Premises by Tenant.

(e) **Operation.** Tenant shall, at its sole cost and expense, operate and maintain the Facility in accordance with good engineering practices, and all applicable FCC rules and regulations. Tenant’s installation of the Facility shall be in accordance with Tenant’s Plans approved by Landlord as required by Section 6(c) hereof. Any damage done to the property of Landlord or any other person during installation or operation of the Facility shall be repaired at Tenant’s expense within thirty (30) days. The Facility shall remain the property of Tenant.

(f) **Maintenance, Improvement, Expenses.** All modifications to the Leased Premises, and all improvements to Landlord’s Property made for Tenant’s benefit, shall be at Tenant’s expense and such improvements shall be maintained in a good state of repair by Tenant at Tenant’s sole expense. Tenant shall use its best efforts to perform routine maintenance during hours when it will not disrupt activities of the Fire Department, and except in the event of an emergency, Tenant shall provide written notice to Landlord or its designee not less than twenty-four (24) hours before commencing any maintenance or other construction on Landlord’s Property. Tenant shall promptly restore Landlord’s Property to correct any damages or deterioration in condition caused by Tenant or its agents, including any damages to the Access Easement, reasonable wear and tear excepted.

(g) **Replacements.** Tenant may update or replace any exterior equipment that is part of the Facility with equipment that is the same or similar as that being updated or replaced or an update or replacement which is to be accomplished using installation and attachment methods which are consistent with the installation and attachment methods described in Tenant’s Plans without any consent or approval from Landlord. For any other update or replacement of exterior equipment, Tenant must provide to Landlord a detailed proposal of any such replacement facilities, obtain City Design Review approval and provide any other information reasonably requested by Landlord concerning the requested update or replacement. Landlord agrees that any required approval of any updated or replacement equipment will not be conditioned upon the payment of additional Rent.

(h) **No Interference.** Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in accordance with Section 15.

(i) **Access.** Tenant, at all times during this Lease, shall use its best efforts to access the Leased Premises during hours when it will not unreasonably disrupt activities of the Fire Department, for the purpose of installing, operating, and maintaining its Facility; provided, however, that Tenant shall have access thereto twenty-four (24) hours a day, seven (7) days a week in the event of an emergency. Vehicular and pedestrian traffic shall use the Access Easement provided for in the Deed of Easement. If necessary for Tenant's use of the Leased Premises, Tenant shall improve the Access Easement. Tenant shall maintain said improvements in good condition, reasonable wear and tear excepted. Tenant's use of the Access Easement shall be non-exclusive and shall not unreasonably interfere with Landlord's use of its Property. Access to the Leased Premises for maintenance or construction purposes (but not for routine equipment checks) shall be after twenty-four (24) hours' prior notice to Landlord, except in emergency situations requiring immediate access.

(j) **Utilities.** Tenant shall install utilities to service the Facility at Tenant's sole expense. Such utilities shall be installed underground. Following installation of utilities and maintenance thereof, Tenant shall promptly restore Landlord's Property to the same condition as prior to such installation or maintenance. Tenant shall separately meter all utilities required on the Leased Premises and shall promptly pay all costs for such utilities. In the event any public utility is unable to use the Access Easement or Utility Easement provided to Tenant, then Landlord agrees to seek approval from the City of Hampton City Council to grant additional access or utility easements either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

7. **Emergency Facilities.** In the event of a natural or man-made disaster, in order to protect the health, welfare, and safety of the community, Tenant may install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed thirty (30) days; provided, however, that Landlord may grant additional thirty (30) day extensions upon request by Tenant.

8. **Additional Maintenance Expenses.** If Tenant fails promptly to restore Landlord's Property following Tenant's construction or maintenance of the Facility or to repair any damage in connection therewith, Landlord may, after fifteen (15) days written notice to Tenant, complete any needed restoration or maintenance at Tenant's expense. Tenant will reimburse the cost to Landlord within forty-five (45) days of notice of said cost and documentation supporting such cost. Failure to comply with these stated provisions following such notice and cure period shall constitute cause for termination of this Lease.

9. **Defense and Indemnification.**

(a) Tenant shall defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, arising or alleged to arise, or which may be asserted against or incurred by Landlord, from the negligence or willful misconduct of Tenant or any party acting on behalf of Tenant in the performance of this Lease or arising from Tenant's use of the Leased

Premises and out of the installation, operation, use, maintenance, repair, removal, or presence of Tenant's Facility on the Leased Premises; except those which arise from the gross negligence, willful misconduct or omissions of Landlord.

(b) To the extent permitted by law, and without waiving its sovereign immunity, Landlord shall defend, indemnify and hold harmless Tenant and its officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses (including, without limitation, reasonable attorneys' fees), demands, actions, or causes of action, and other costs and expenses arising or alleged to arise from the gross negligence or willful acts or omissions of Landlord or any gross negligence or omission of Landlord's agents, employees, licensees, or independent contractors which occurs during the term of this Lease or is alleged to arise from a breach of this Lease by Landlord.

(c) **Hazardous Materials.** Without limiting the scope of Subsection 9(a) above, Tenant shall hold harmless and indemnify Landlord from and against any and all claims, costs and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises arising out of Tenant's use of hazardous materials thereon. For purposes of this Lease, "hazardous materials" shall be interpreted broadly and specifically include, without limitation, asbestos, fuels, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA. To the extent permitted by law and without waiving its sovereign immunity, Landlord shall hold harmless and indemnify Tenant from and against any and all claims, costs and liabilities, arising out of or in connection with the cleanup or restoration of Landlord's Property arising out of Landlord's use of hazardous materials thereon. Each party assumes all duties, responsibilities and liabilities for any adverse environmental condition caused by said party prior to the Commencement Date of this Lease, to include the Original Lease, the Second Lease and the Third Lease. The provisions of this Section 9 will survive the expiration or termination of this Agreement.

(d) **Tenant's Warranty.** Tenant represents and warrants that, to the best of its knowledge and belief, it will conduct its activities on the Leased Premises in compliance with all applicable environmental laws. Landlord represents and warrants that to the best of its knowledge and belief, it has in the past and will in the future conduct its activities on the Leased Premises and Landlord's Property in compliance with all applicable environmental laws and that the Leased Premises is free of any hazardous materials as of the date of this Lease, to include the Original Lease, the Second Lease and the Third Lease. As used herein, the term "environmental laws" shall mean any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. If after Tenant takes possession of the Leased Premises hazardous materials are discovered to exist on, under or beneath the Leased Premises, and such hazardous materials are proved to have existed before the commencement of the Original Lease, the Second Lease and the Third Lease, Tenant may terminate this Lease and Tenant shall owe no further duties, obligations or liability to Landlord.

10. **Insurance.**

(a) **Workers Compensation.** Tenant must maintain workers' compensation insurance in compliance with all applicable statutes. The policy shall also provide employer's liability

coverage with limits of not less than \$1,000,000 policy limit, each occurrence; and \$1,000,000 bodily injury by disease, each employee, and \$1,000,000 per accident.

(b) **General Liability.** Tenant must maintain an occurrence form of commercial general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage - broad form, and personal injury, contractual liability meeting the indemnification obligations herein, independent contractors, and products/completed operations. Tenant must maintain such commercial general liability coverage with limits of liability not less than \$1,000,000 each occurrence; \$1,000,000, personal and advertising injury, each occurrence; and \$1,000,000 products liability, each occurrence and in the aggregate.

(c) **Automobile Liability.** Tenant must carry automobile liability coverage. Coverage shall afford total liability limits for bodily injury liability and property damage liability in the amount of \$1,000,000 per accident and combined single limit. The liability limits may be afforded under commercial policy, or in combination with an umbrella or excess liability policy provided coverage or coverages afforded by the umbrella excess policy are no less than the underlying commercial automobile coverage. Coverage shall be provided for bodily injury and property damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles. The commercial automobile policy shall include at least statutory personal injury protection, uninsured motorists' and underinsured motorists' coverage.

(d) **Umbrella Coverage.** In addition to all insurance required in this Section, Tenant shall maintain umbrella coverage, following form (or at least as broad as underlying), in a minimum amount of \$2,000,000.00.

(e) **Environmental Liability and Pollution Insurance.** Tenant must keep in force for the term of this Lease a policy covering environmental liability, pollution, sudden spills, environmental impairment, remediation, and cleanup costs resulting from the Tenant's use. The amount of coverage shall be a minimum amount of \$1,000,000.

(f) **Tenant Property Insurance.** Tenant must keep in force for the term of this Lease a policy covering damages to its property at or on the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or legal requirements.

(g) **Adjustment to Insurance Coverage Limits.** The coverage limits set forth herein shall be increased at the time of any renewal of the Term by the greater of the CPI as calculated over the entire preceding initial Term or renewal thereof, or such other commercially reasonable amount agreed to by Landlord and Tenant.

(h) **Additional Insured - Certificate of Insurance.** Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a certificate of insurance issued by a company (rated A- VII or better), authorized to do business in the Commonwealth of Virginia, which includes all coverages required in this Section 10. Tenant will include Landlord as an additional insured on the general liability, environmental liability and pollution, and commercial automobile liability policies. The policies shall provide thirty (30) days' notice of cancellation other than non-payment of premium. Tenant shall provide a current certificate of insurance to the City's Risk Management Administrator annually without demand.

(i) **Waiver of Subrogation.** Tenant waives and releases any and all subrogation rights against the Landlord.

11. Damage or Destruction. Landlord will promptly provide notice to Tenant of any casualty affecting the Property. If any part of the Facility or Property is damaged by fire or other casualty so as to render the Leased Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Lease by providing written notice to Landlord, which termination will be effective as of the date of such damage or destruction or as provided in the notice. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Tenant undertakes to rebuild the Facility, subject to Va. Code §§ 15.2-1800 and 15.2- 2100, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the tower structure and related Facilities are completed.

12. Lease Termination.

(a) **Events of Termination.** Except as otherwise provided herein, this Lease may be terminated upon written notice to the other party as follows:

(1) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within ninety (90) days of receipt of written notice of the default (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(2) subject to the provisions of Section 5 of this Lease, by Tenant for cause if it is unable to obtain or maintain any license, permit or other Governmental Approvals necessary for the construction and/or operation of the Facility or of Tenant's business;

(3) by Tenant, in its sole discretion, if the Leased Premises is or becomes unacceptable for technological reasons under Tenant's design or engineering specifications of the communications systems to which the Facility belongs;

(4) by Landlord, if after a public hearing before the Hampton City Council Landlord determines that, after notice and a reasonable opportunity to cure, Tenant has failed to comply with applicable ordinances, state or federal law, or any conditions of any of the Government Approvals. Such failure shall be a default of Tenant's obligations under the terms of this Lease; or

(5) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then current rate; provided, however, that no such termination fee will be payable on account of the termination of this Lease by Tenant under any of the termination rights in this Lease.

(b) **Notice of Termination.** The parties shall give notice of termination in writing sent by certified mail, return receipt requested, or by a nationally recognized overnight courier to the address listed in the Notice Section below.

(c) **Tenant's Liability for Early Termination.** If Tenant terminates this Lease other than by right provided to Tenant in this Lease, or if Landlord terminates this Lease as its remedy for Tenant's uncured default of its obligations hereunder, Tenant shall pay to Landlord as liquidated damages for early termination 100% of the unpaid annual rent for the Lease Year in which the termination occurs.

(d) **Site Restoration.** If this Lease is terminated, Tenant shall have one hundred twenty (120) days from the termination or expiration date to remove its Facility from the Leased Premises, to repair the site and restore the surface of the Leased Premises.

13. Limitation of Liability. Neither Landlord nor Tenant shall be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts or omissions of other licensees occupying the Property or vandalism to the Facility or Property or for any structural or power failures or destruction or damage to the Property or Facility except to the extent caused by the negligence or willful misconduct of such party; provided however, that nothing in this Lease shall constitute or be deemed to be a waiver of the sovereign immunity of Landlord or a waiver of the ordinary negligence standard applicable to Landlord. Notwithstanding anything to the contrary in this Lease, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant each hereby waive the right to recover from the other, incidental, consequential (including lost profits, loss of use, or loss of business opportunity), punitive, exemplary and similar damages.

14. Temporary Interruption of Service. If Landlord and Tenant determine that continued operation of the Facility would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency emissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such order. Service shall be discontinued only for the period that the immediate threat exists. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Facilities if it is of no cause or fault of Landlord. If the discontinuance extends for a period greater than three (3) days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease in accordance with Section 12(b) above and without further obligation to Landlord.

15. Interference.

(a) **With Landlord's Property.** Tenant shall not interfere with Landlord's use of Landlord's Property adjacent to the Leased Premises or Landlord's use of its Property subject to Tenant's rights of access under the Access Easement and the right to be provided utility services using the Utility Easement. Tenant shall cease all such actions which unreasonably and materially interfere with Landlord's use thereof no later than forty-eight (48) hours after receipt of written notice of the interference from Landlord. If Tenant's cessation of such action is material to Tenant's use of the Leased Premises and such cessation limits Tenant's use of the Leased Premises as determined by Tenant in its sole discretion, Tenant shall have the immediate right to terminate this Lease without further obligation to Landlord. Under no circumstances shall Tenant's use of the Leased Premises for the Permitted Use be deemed to interfere with Landlord's use of its Property.

(b) **With Higher Priority Users.** If Tenant's Facility causes impermissible interference with higher priority users as set forth in Subsection 6(a) above, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within twenty-four (24) hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Facility and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If Tenant causes any such interference, Tenant shall, at its own expense, provide any equipment necessary to eliminate such interference, or Tenant may terminate this Lease without further obligation to Landlord.

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that (i) it has full right, power and authority to execute this Lease and has the power to grant all rights hereunder; (ii) it has good, marketable, insurable and unencumbered title to the Leased Premises free and clear of any liens, mortgages, deeds of trust, restrictions or other encumbrances that will interfere with Tenant's operations or the Permitted Use of the Leased Premises; (iii) its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease or other agreement binding on Landlord; (iv) Tenant shall have the quiet enjoyment of the Leased Premises, and Tenant shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period; and (v) if the Leased Premises are encumbered by a deed of trust, mortgage or other security interest, Landlord will use its best efforts to provide promptly to Tenant a subordination, non-disturbance and attornment agreement, duly executed by the holder of such security instrument.

17. Assignment and Subleasing.

(a) Tenant may, with Notice to Landlord, assign or transfer its rights and obligations arising under this Lease to any affiliate of Tenant or to any corporation, partnership, or other entity that shall merge or consolidate with or into Tenant or shall succeed to all or substantially all of the assets, property and business of Tenant. Assignment or transfer to any other person or entity shall require Landlord's consent, not to be unreasonably withheld, conditioned, delayed or denied.

(b) Tenant shall own the Facilities and control the Leased Premises as provided herein. Tenant shall have the right, with Notice to Landlord, to license or sublease ground space in the Leased Premises and/or space on the tower structure (each a "Sub-Tenant" and collectively the "Sub-Tenants").

(c) In addition to the Rent currently paid by Tenant to Landlord pursuant to this Lease, as further consideration for the right to exclusively use and lease the Leased Premises, if, after full execution of this Lease, Tenant subleases, licenses or grants a similar right of use or occupancy in the Property to an unaffiliated third party not already a subtenant or licensee on the Leased Premises or tower structure (each a "Future Subtenant"), Tenant shall pay to Landlord thirty percent (30%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Tenant) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Landlord of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under this Lease. Tenant shall have sole discretion as to whether,

and on what terms, to sublease, license or otherwise allow occupancy of the Leased Premises and there shall be no express or implied obligation for Tenant to do so. Landlord acknowledges that Landlord shall have no recourse against Tenant as a result of the failure of payment or other obligation by a Future Subtenant. Notwithstanding anything in this paragraph to the contrary, revenue derived from subtenants, licensees, or other occupants and any successors and/or assignees of such parties who commenced use and/or sublease, license or other occupancy of the Leased Premises prior to execution of this Lease shall be expressly excluded from the Additional Rent and Landlord shall have no right to receive any portion of such revenue.

18. Conditions. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. If a portion of the Leased Premises is taken by eminent domain, Tenant shall determine if it is able to continue using the remaining portion of the Leased Premises for the Permitted Use and if Tenant determines it is unable to continue using the Leased Premises, Tenant may terminate this Lease as of the date of transfer of title, by giving thirty (30) days' written notice to Landlord. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement from Landlord for any prepaid Rent on a prorata basis.

19. Notices. All notices hereunder must be in writing sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice.

If to Landlord, to:

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

With copies to:

Dept of Information Technology
22 Lincoln Street, 6th Floor
Hampton, Virginia 23669
ATTN: Eric Brockwell

If to Tenant, to:

Crown Communication LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal — Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

Notice shall be effective upon the date of personal service, or upon receipt by the addressed party.

20. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Facility or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

21. Holding Over. In the event Tenant remains in possession of the Leased Premises after the expiration of the term without executing a new Lease or an extension of the Lease, Tenant shall occupy the Premises month-to-month, subject to all of the terms and conditions of this Lease insofar as consistent with such a tenancy, not to exceed six (6) months to avoid a violation of §§ 15.2-1800 and 2100 of the Code of Virginia.

22. Estoppel. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

23. Default and Right to Cure.

(a) The following will be deemed a default by Tenant and a breach of this Lease: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Lease within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Lease: (i) failure to provide access to the Premises as set forth in the Access Easement or to initiate corrective action of an interference problem within forty-eight (48) hours after receipt of written notice pursuant to completion of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

24. Miscellaneous.

(a) This Lease 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 Lease must be in writing and executed by both parties.

(b) 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.

(c) Each party shall cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit B) necessary to protect its rights or use of the Leased Premises. Either party may record the Memorandum of Lease, but neither party may record this Lease.

(d) This Lease shall be construed in accordance with the laws of the State of Virginia. Any and all suits for or claims or for every breach or dispute arising out of this Lease shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, Virginia, or, if applicable, the United States District Court for the Eastern District of Virginia, Newport News Division.

(e) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(f) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their representative capacities as indicated.

(g) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Leased Premises and this Lease shall become effective only upon execution by both Tenant and Landlord.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) The parties understand and acknowledge that the attached Exhibits showing the Leased Premises, the location of access to the Leased Premises, the site plan, and antenna location on the Tower Structure may be attached to this Lease in preliminary form. Accordingly, upon the preparation of final, more complete exhibits, any exhibits which may have been attached hereto in preliminary form may be replaced by the parties with such final, more complete exhibit(s), which Exhibits shall be agreed to and conformed by the parties.

The following Exhibits are attached hereto and incorporated herein:

Exhibit A	Legal Description of Leased Premises, Site Plan and Landscaping Plan
Exhibit B	Form of Memorandum of Lease Agreement
Exhibit C	Deed of Easement

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Lease to be effective as of the 10th day of December, 2022.

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

By: _____(SEAL)
Print Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
City of Hampton, to wit:

I, _____, a Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledged that she is the City Manager of the City of Hampton, Virginia, a municipal corporation of the Commonwealth of Virginia, and that by authority duly given, and as the act of _____ City of Hampton, Virginia, the foregoing Lease Agreement was signed in its name by her as its City Manager.

Given under my hand this ____ day of _____, 2022.

Notary Public

My Commission expires: _____
Notary Registration Number: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

ATTEST:

Katherine K. Glass, Clerk of the Council

COMMONWEALTH OF VIRGINIA
City of Hampton, to wit:

I, _____, a Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledged that she is the City Manager of the City of Hampton, Virginia, a municipal corporation of the Commonwealth of Virginia, and that by authority duly given, and as the act of _____ City of Hampton, Virginia, the foregoing Lease Agreement was signed in its name by her as its City Manager.

Given under my hand this ____ day of _____, 2022.

Notary Public

My Commission expires: _____
Notary Registration Number: _____

Approved as to legal sufficiency:

Deputy City Attorney

[SIGNATURES CONCLUDE ON FOLLOWING PAGE]

TENANT:

Crown Communication LLC
a Delaware limited liability company

By: _____(SEAL)
Print Name: _____
Title: _____

STATE/Commonwealth of _____
County of _____

I, _____, a Notary Public, do hereby certify that
_____ (name) personally appeared before this day and
acknowledged that she is the _____ (title) of Crown
Communication LLC, a Delaware limited liability company, and that by authority duly given, and
as the act of _____ (name) as
_____ (title) of Crown Communication LLC, a Delaware
limited liability company, the foregoing Lease Agreement was signed in its name by him/ her as
its _____ (title).

Given under my hand this _____ day of _____, 2022.

Notary Public
My Commission expires: _____

[END OF SIGNATURES]

EXHIBIT A

Legal Description of Leased Premises, Site Plan and Landscaping Plan

[See Attached Survey]

EXHIBIT B

See attached Form of Memorandum of Lease Agreement

Prepared out of State.

Return to:

MEMORANDUM OF LEASE

This Memorandum of Lease is dated this ____ day of _____, 2022, by and between **CITY OF HAMPTON**, a municipal corporation of the Commonwealth of Virginia, having a mailing address of 22 Lincoln Street, Hampton, Virginia 23669 (hereinafter referred to as "**Landlord**", to be indexed as grantor) and **CROWN COMMUNICATION LLC**, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317 (hereinafter referred to as "**Tenant**", to be indexed as grantee).

1. Landlord and Tenant entered into a certain Lease Agreement ("Lease") dated the ____ day of _____, 2022, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Lease.
2. The Term of this Lease shall be five (5) years (the "Term"), commencing on December 10, 2022, and expiring on the five (5) year anniversary date, 2027.
3. The portion of the land being leased to Tenant (the "Premises") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

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

By: _____ (SEAL)
Print Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF _____

I, _____, a Notary Public, do hereby certify that
_____ personally appeared before me this day and acknowledged that
he/she is the _____ of the City of Hampton, Virginia, a municipal
corporation of the Commonwealth of Virginia, and that by authority duly given, and as the act of
_____ City of Hampton, Virginia, the foregoing Memorandum of Lease
was signed in its name by her/him as its _____.

Given under my hand this ____ day of _____, 2022.

Notary Public

Registration Number: _____

My Commission expires: _____

[SEAL OR STAMP]

ATTEST:

Katherine K. Glass, Clerk of the Council

COMMONWEALTH OF VIRGINIA

COUNTY OF _____

I, _____, a Notary Public, do hereby certify that Katherine K. Glass personally appeared before me this day and acknowledged that she is the Clerk of the City of Hampton, Virginia, a municipal corporation of the Commonwealth of Virginia, and that by authority duly given, and as the act of Katherine K. Glass, Clerk of the Council for the City of Hampton, Virginia, the foregoing Memorandum of Lease was signed in its name by her as its Clerk of the Council.

Given under my hand this ____ day of _____, 2022.

Notary Public

Registration Number: _____

My Commission expires: _____

[SEAL OR STAMP]

Approved as to Legal Sufficiency:

Sr. Deputy City Attorney

TENANT:

Crown Communication LLC,
a Delaware limited liability company

By: _____ (SEAL)
Print Name: _____
Title: _____

STATE / COMMONWEALTH OF _____

COUNTY OF _____

I, _____, a Notary Public, do hereby certify that
_____ [name] personally appeared before me this day and
acknowledged that he is the _____ [title] of Crown
Communication LLC, a Delaware limited liability company, and that by authority duly given, and
as the act of _____ [name], as
_____ [title] of Crown Communication LLC, a Delaware
limited liability company, the foregoing Lease Agreement was signed in its name by him as its
_____ [title].

Given under my hand this ____ day of _____, 2022.

Notary Public

Registration Number: _____

My Commission expires: _____

[SEAL OR STAMP]

EXHIBIT C

See attached Deed of Easement Agreement