

Site Name: HamptonColiseum N009/N010 and Hampton Roads Conv Cntr IB
Site Number: 391593/391594 and 257870
Atty/Date: L. Schweller/3.10.16, last revised 6.26.17
Hampton CAO 6.26.17

**IN-BUILDING RADIO DISTRIBUTION LICENSE AGREEMENT AND
COMMUNICATIONS FACILITY LEASE AGREEMENT**

This Agreement (the "Agreement") effective as of the 1st day of July, 2017, between **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 or LESSOR, as applicable, and **CELLCO PARTNERSHIP** d/b/a Verizon Wireless, a Delaware general partnership, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LICENSEE or LESSEE, as applicable. LICENSOR/LESSOR and LICENSEE/LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party." LICENSOR and LICENSEE agree that the In-Building Radio Distribution License Agreement in Section A (with general provisions in Section C) replaces the agreement between Licensor and Licensee dated June 22, 2012 referenced by LICENSEE as Contract NG# 111287 ("Terminated Agreement")."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto 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"):

A. In-Building Radio Distribution License Agreement.

1. **License.** Licensor hereby licenses to Licensee certain spaces as designated by the Licensor on and within the Premises for the installation and operation of microcell(s), rerad(s), or other similar or comparable in-building radio-distribution devices ("IBRDs") and the installation and operation of antennas serving such IBRDs ("IBRD Antennas") together with a space for cables, fibers, or the equivalent connecting such IBRDs and IBRD Antennas, whether through conduit or otherwise. The IBRDs and IBRD Antennas and the connecting cables fibers or equivalent and any other related equipment installed hereunder are the "IBRD System" or the "System." The IBRD System components and design principles are described on Exhibit A. Any microcells, cable runs or other aspects of the IBRD System installed by Licensee shall be for Licensee's exclusive use only. Licensee may replace and augment the IBRDs, IBRD Antennas, and other portions of the IBRD System with similar or comparable equipment and modify any frequencies upon which such equipment operate as needed to provide in-building coverage in keeping with the design principles in Exhibit A.

2. **Construction, Installation, & Maintenance.** All construction, installation, and maintenance shall be performed by Licensee or its contractors in a safe manner consistent with current wireless industry engineering and construction standards and practices, and in accordance with Licensor's construction and contractors' rules, if applicable, lien-free. Licensee, with Licensor's

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cooperation as or if needed, shall obtain all required governmental and quasi-governmental permits, licenses, approvals, and authorizations.

3. Power and Fiber. Licensor will supply electrical power in quality, quantity, and levels currently available at the Premises, and customary for the operation of similar IBRD Systems, at Licensor's cost. 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.

4. Ownership & Control. The IBRD System is personal property of the Licensee and the Licensee at all times owns and controls the IBRD System. Licensor and Licensee agree, and Licensor shall so inform, any purchaser or mortgagee of the Premises, of this Agreement and that all equipment forming a part of the IBRD System, including, without limitation, all IBRDs, IBRD Antennas and cables, wires or equivalent connecting the same installed by or on behalf of Licensee shall be and remain the property of Licensee under all circumstances, under Licensee's exclusive control, free and clear of any liens or encumbrances other than those permitted by Licensee, and shall be deemed to be and remain personal property and not part of the real estate on which the same are located.

5. Consideration. In consideration for the rights granted herein, the Premises will receive the benefits of enhanced wireless communications arising from operation of the IBRD System at no cost to Licensor, except as otherwise expressly provided herein. The design, construction, equipment, installation, and maintenance of the IBRD System shall be at Licensee's sole cost.

B. Small Cell Communications Facilities Lease Agreement.

1. Premises. LESSOR hereby leases to LESSEE four rooftop lease areas on the Property, including an approximately thirty-six (6' x 6') square foot area and an approximately one hundred (10' x 10') square foot area (the "Equipment Space") and an approximately thirty-six (6' x 6') square foot area and an approximately sixteen (4' x 4') square foot area (the "Antenna Space") for the installation, operation and maintenance of communications equipment together with such additional space within and on the roof of the Property for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Equipment Space and Antenna Space and to all necessary electrical and telephone utility sources located on or within the Property. The Equipment Space, Antenna Space, and Cabling Space are as shown on Exhibit B attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located on or within the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over, within, and/or under the Property necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. Rental.

Rental payments shall commence and be due at a total annual rental of FOURTEEN THOUSAND FOUR HUNDRED DOLLARS (\$14,400.00) to be paid in advance annually on the

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Commencement Date (as defined herein) and on each anniversary of it in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph C.15 below. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until ninety (90) days after the first day of the month following the date that LESSEE commences installation of the equipment on the Property (the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Notwithstanding the foregoing provisions of this paragraph, Rental Documentation, other than item (ii), is not required from the City of Hampton but shall be required in the event of a transfer of the Property as described above.

3. Electrical. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. In consideration for electrical service, \$3,360.00, or \$1,680.00 for each data node antenna, per year shall be added to the annual rent due under this Agreement as additional rent, and shall be paid to the Lessor at the same time and on the same terms as set forth in Section (B)(2).

LESSEE shall be permitted at any time during the Term, subject to Section (C)(2), to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. Use: Governmental Approvals. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto as set forth in Section (B)(1). LESSEE shall have the right to replace, repair, add or

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otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph C.15. All rentals paid to said termination date shall be retained by LESSOR. 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 LESSEE shall be obligated for the payment of rent to LESSOR until the Premises are restored, normal wear and tear excepted.

C. General Provisions for License Agreement and Lease.

1. Term; Default; Termination.

a. The term of this Agreement shall be five (5) years.

b. Notwithstanding anything to the contrary contained herein, Licensee shall have the right to terminate the In-Building Agreement as set forth in Section A of this Agreement at any time without cause provided that thirty (30) days prior notice is given the Licensor. In the event Licensee defaults in the performance of any of its covenants or obligations hereunder and such default continues for a period of sixty (60) days after written notice thereof from Licensor (unless the nature of the event takes longer to cure and Licensee commences a cure within the time period and diligently pursue it), Licensor may thereafter terminate this Agreement by written notice to Licensee. Without limitation on any other rights of Licensee, such equipment may be removed by Licensee upon expiration or cancellation of the term of this Agreement, as the same may be from time to time extended or renewed, or upon earlier termination, for whatever reason and Licensee shall have 90 days after such expiration or termination to accomplish such removal. Upon any such termination, Licensee shall remove the IBRD 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. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate the Small Cell Communication Facility Agreement as set forth in Section B of this Agreement (a) at any time prior to the Commencement Date and (b) upon any annual

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anniversary of the Commencement Date provided that three (3) months' prior written notice is given to LESSOR. Lessor shall have the right to terminate the Small Cell Communication Facility Agreement upon any annual anniversary of the Commencement Date upon not less than 12 months' prior written notice to LESSEE.

d. Upon termination of this Agreement for any reason, Lessee shall pay rent to Lessor until all equipment installed pursuant to Section B of this Agreement is removed and the Property is restored to its original condition, normal wear and tear excepted.

2. Access. Licensor/Lessor agrees to provide Licensee/Lessee, its employees and/or agents access to the Premises twenty-four hours a day, seven days a week for the purpose of design, construction, installation, upgrading, maintenance and repair of the IBRD System and communications facilities, and testing of the radio frequency coverage of the area. Access under this section is contingent upon Licensee/Lessee providing Licensor/Lessor reasonable advance notice via telephone of Licensee's/Lessee's need to enter the Premises. During business hours, Licensee/Lessee shall contact the Property's Security Office at (757) 315-1632 (tel. no.). Licensee/Lessee shall have the ability to access the IBRD 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/Lessee in consultation with Licensor. Licensor shall also provide to Licensee or its contractor(s) parking on site of the Premises at no additional cost with the understanding that, if more than two (2) spaces are required, Licensee shall give notice twenty-four (24) hours in advance that more than two (2) are required.

3. Indemnification, Insurance, Waiver of Consequential Damages. Licensee/Lessee 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 IBRD System and/or communications facilities, excepting claims or damages as may be due or caused by the negligent or willful acts or omissions of the Licensor/Lessor or its agents. Licensee/Lessee 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 shall be included as an additional insured as its interests may appear under this Agreement. Licensor/Lessor agrees that Licensee/Lessee may self-insure. All policies of insurance covering property damage obtained by either Party concerning or including the Premises or property shall waive the insurer's right of subrogation against the other Party. 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 IBRD System, the communications facilities 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. Should either Party elect to self-insure any portion of the insurance required to be maintained, each shall maintain a senior unsecured credit rating from Standard & Poor's, Moody's of at least BBB- or Baa2 or

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commensurate rating respectively. If the senior unsecured credit rating of either party falls below these thresholds during the term of this Agreement, the affected Party will procure insurance for the risks it is self-insuring as soon as possible but no later than thirty (30) days from the date of such event. If either Party does not have a senior unsecured credit rating described above, a minimum net worth of \$50 million will be required to self-insure and shall be maintained throughout the term of this Agreement. If either Party's net worth falls below \$50 million during the term of this Agreement the affected Party will procure and maintain insurance for the risk it is self-insuring as soon as possible.

4. Condition of Property. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the effective date and continuing throughout the Term (as hereinafter defined): (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 free of any leakage; and (ii) the Property is in compliance with all Laws (as described in paragraph C.13 below), including any applicable building codes, regulations, or ordinances which may exist with regard to the building, 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, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense.

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

6. Interference. LESSEE 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 LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR 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 LESSEE.

7. Rights Upon Sale. Should Licensor/Lessor, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than Licensee/Lessee, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of

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the Property occupied by Licensee/Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Licensee's/Lessee's rights hereunder under the terms of this Agreement. In the event that Licensor/Lessor completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of Licensor/Lessor under this Agreement, then Licensor/Lessor shall not be released from its obligations to Licensee/Lessee under this Agreement, and Licensee/Lessee shall have the right to look to Licensor/Lessor and the third party for the full performance of this Agreement.

8. Environmental.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including 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 conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. Without waiver of its sovereign immunity, and subject to all defenses available to municipal corporations of the Commonwealth of Virginia, LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR'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, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE'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,

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to the extent that such non-compliance results from conditions caused by LESSEE; 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 LESSEE.

9. **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/Lessee's operations at the Premises for more than forty-five (45) days, then Licensee/Lessee may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. 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. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

10. **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. As to other parties, any sale, assignment or transfer by either Party must be with the written consent of the other Party, such consent not to be unreasonably withheld.

11. **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 LESSOR fails, within five (5) business days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR 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 LESSOR's obligation is such that more than five (5) 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 five (5) day period and thereafter diligently pursued to completion.

12. **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

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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. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

13. Compliance with Laws. Licensee/Lessee 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/Lessee 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.

14. Authority to Transact Business. Licensee/Lessee expressly represents that it is a general partnership 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.

15. 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/LESSOR: City of Hampton
22 Lincoln Street
Hampton, Virginia 23669
ATTN: City Manager

With copies to: City Attorney's Office

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22 Lincoln Street
Hampton, Virginia 23669
ATTN: City Attorney

Dept. of Information Technology
22 Lincoln Street, 6th Floor
Hampton, Virginia 23669
ATTN: Contract Administrator

LICENSEE/LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

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

16. APPLICABLE LAWS. During the Term, Licensor/Lessor shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Licensee/Lessee shall, in respect to the condition of the Premises and at Licensee's/Lessee's sole cost and expense, comply with (a) all Laws relating solely to Licensee's/Lessee'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/Lessee in the Premises. It shall be Licensor's/Lessor's obligation to comply with all Laws relating to the Property in general, without regard to specific use (including, without limitation, modifications required to enable Licensee/Lessee to obtain all necessary building permits).

17. Miscellaneous. This Agreement contains all agreements, promises and understandings between the Licensor/Lessor and the Licensee/Lessee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the Licensor/Lessor or the Licensee/Lessee 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 state in which the Premises is located 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.

Site Name: HamptonColiseum N009/N010 and Hampton Roads Conv Cntr IB
Site Number: 391593/391594 and 257870
Atty/Date: L. Schweller/3.10.16, last revised 6.26.17
Hampton CAO 6.26.17

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR/LESSOR:

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

By: _____

Its: City Manager or her Designee

Date: _____

WITNESS

Date: _____

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

By: _____
Sr. Deputy, City Attorney

APPROVED AS TO CONTENT:

By: _____
Information Technology

HRCC Manager

LICENSEE/LESSEE:

CELLCO PARTNERSHIP d/b/a Verizon Wireless

By: Thomas O'Malley
Thomas O'Malley Bryan Scallon

Title: ~~Vice President~~ Field Network Director - Network Assurance

WITNESS

Adrian Harrison

Date: 7/5/17

Site Name: HamptonColiseum N009/N010 and Hampton Roads Conv Cntr-IB
Site Number: 391593/391594 and 257870
Atty/Date: L. Schweller/3.10.16, last revised 6.26.17
Hampton CAO 6.26.17

EXHIBIT A

IBRD SYSTEM COMPONENTS AND DESIGN PRINCIPLES

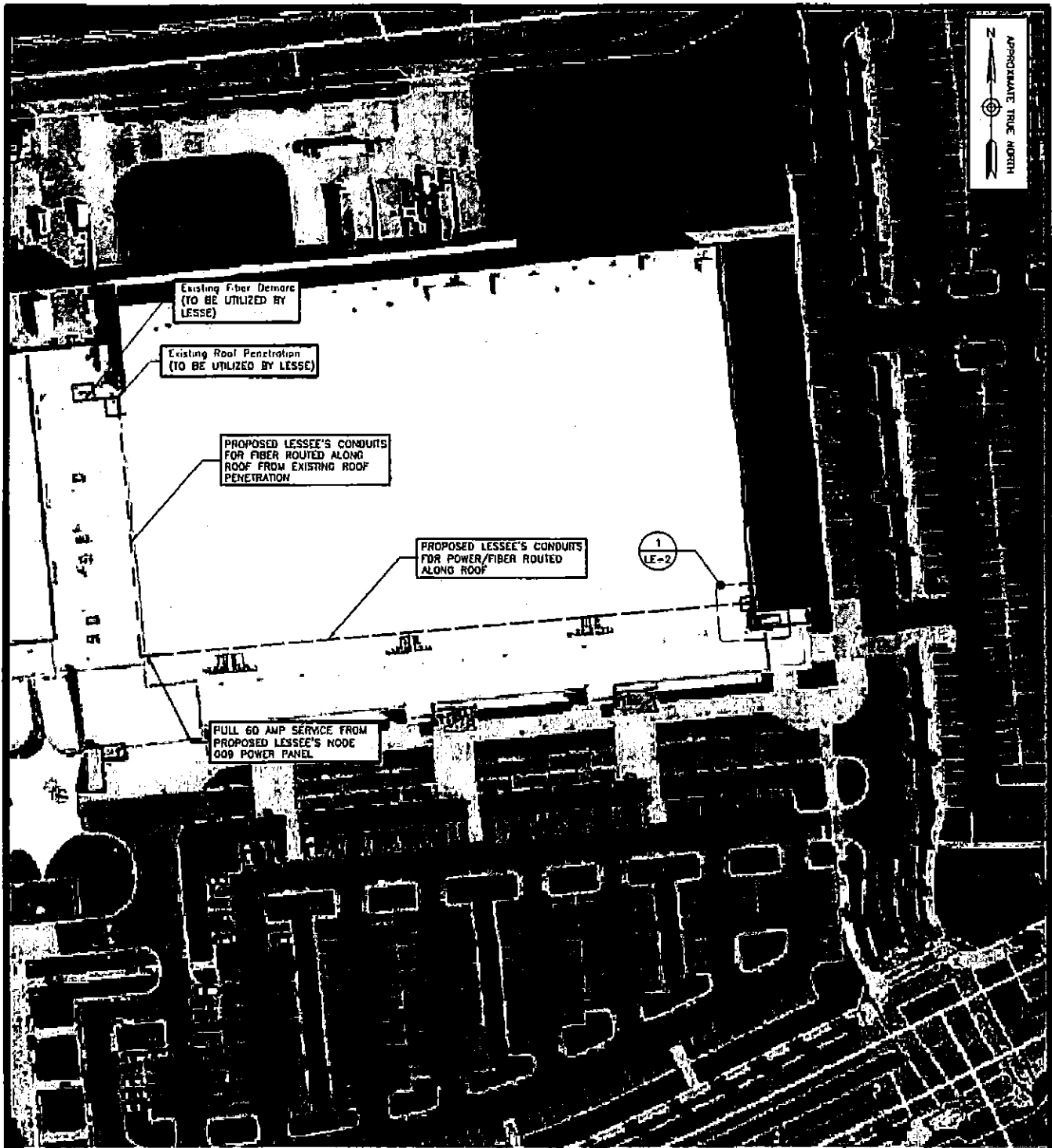
The IBRD Systems is already installed in the Premises as of the date of this Agreement in a location mutually agreeable to Licensor and Licensee and shall remain in its current locations unless otherwise agreed by the Parties.

Site Name: HamptonColiseum N009/N010 and Hampton Roads Conv Cntr IB
Site Number: 391593/391594 and 257870
Atty/Date: L. Schweller/3.10.16, last revised 6.26.17
Hampton CAO 6.26.17

EXHIBIT B

**SITE PLAN OF EQUIPMENT SPACE
ANTENNA SPACE AND CABLING SPACE
FOR COMMUNICATIONS FACILITY**

[See Attached Lease Exhibits.]



NOTES:

1. SOME EXISTING & PROPOSED INFORMATION NOT SHOWN FOR CLARITY.
2. ANTENNA, AND EQUIPMENT SUBJECT TO CHANGE.

PARCEL INFORMATION:
 OWNER: CITY OF HAMPTON
 PARCEL ID: 078008400 0000PC81
 ZONING: C-2
 ACREAGE: 36.22 ACRES

OVERALL SITE PLAN

SCALE: 1"=50'
 0' 50'

1

Dewberry
 Dewberry Engineers, Inc.
 4305 Lake Brock Drive, Suite 200
 Glen Allen, VA 22060
 Phone: 804 290 7937
 Fax: 804 290 7522
 www.dewberry.com

SUBMITTALS		
REV	DATE	BY
A	09/22/15	BAR
FINAL	09/29/15	KKK

PROJECT:
 HAMPTON COLISEUM N010

ADDRESS:
 1610 COLISEUM DRIVE
 HAMPTON, VA 23666

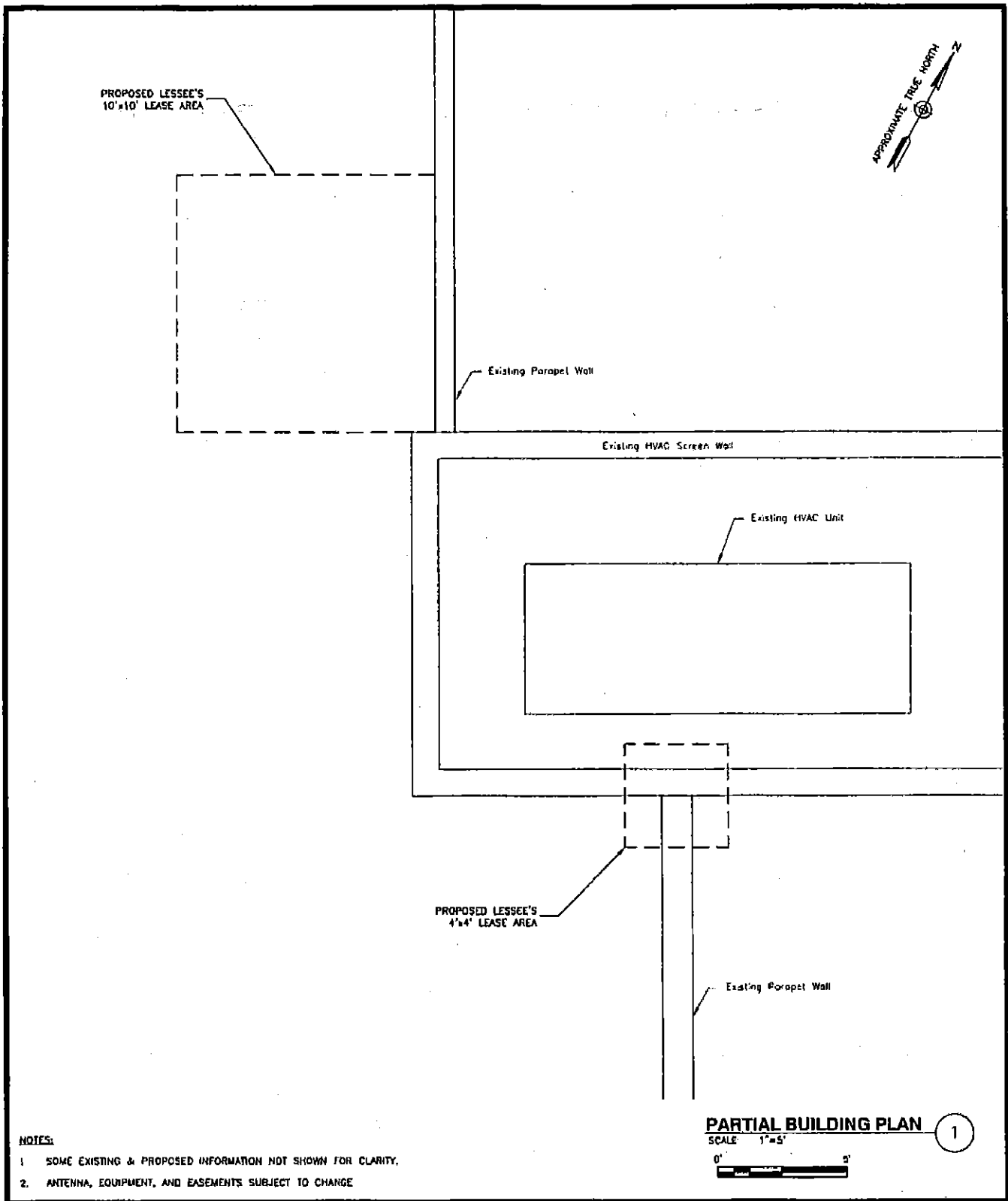
SITE INFORMATION

GOOGLE EARTH
 (NAD 83)
 LAT: 37° 02' 12.82" N
 LONG: 78° 22' 50.94" W

PROJECT NO. 50075435

SHEET NO.

LE-1



NOTES:

1. SOME EXISTING & PROPOSED INFORMATION NOT SHOWN FOR CLARITY.
2. ANTENNA, EQUIPMENT, AND EASEMENTS SUBJECT TO CHANGE



Dewberry
Dewberry Engineers, Inc.

4805 Lakebrook Drive, Suite 200
Chant, VA 23020
Phone: 804 980 7207
Fax: 804 290 7921
www.dewberry.com

SUBMITTALS

REV	DATE	BY
A	09/22/15	BAR
FINAL	09/29/15	KKB

PROJECT:

HAMPTON COLISEUM N010

ADDRESS:

1610 COLISEUM DRIVE
HAMPTON, VA 23666

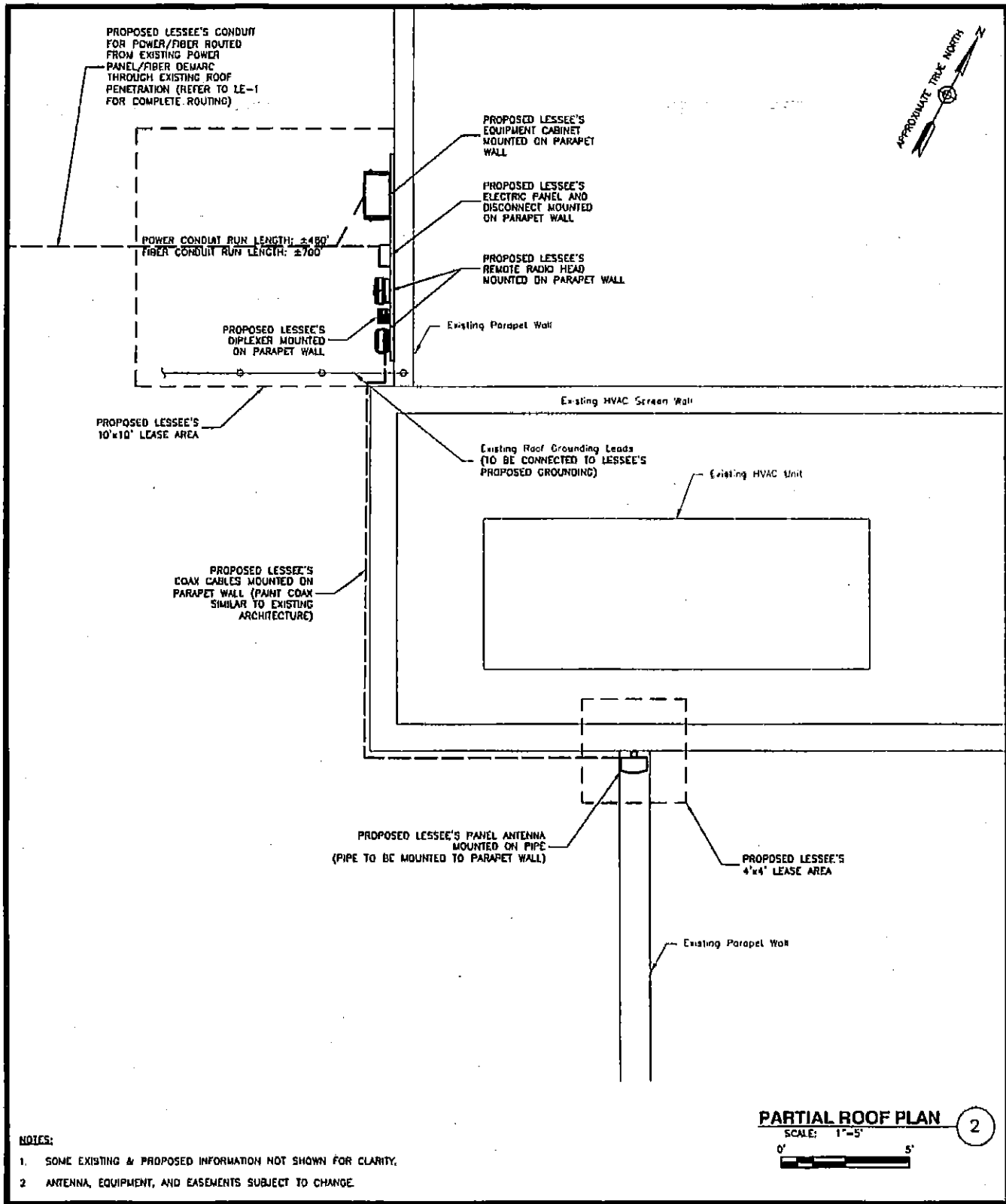
SITE INFORMATION

GOOGLE EARTH
(NAD 83)
LAT.: 37° 02' 12.82" N
LONG.: 76° 22' 50.94" W

PROJECT NO. 50075435

SHEET NO.

LE-2



- NOTES:**
- SOME EXISTING & PROPOSED INFORMATION NOT SHOWN FOR CLARITY.
 - ANTENNA, EQUIPMENT, AND EASEMENTS SUBJECT TO CHANGE.

PARTIAL ROOF PLAN ②
 SCALE: 1"=5'
 0' 5'

Dewberry
 Dewberry Engineers, Inc.
 4825 Lake Brook Drive Suite 200
 Glen Allen, VA 23060
 Phone: 804 290 7937
 Fax: 804 290 7928
 www.dewberry.com

SUBMITTALS		
REV	DATE	BY
A	09/22/15	BAR
FINAL	09/29/15	KKB

PROJECT:
 HAMPTON COLISEUM N010

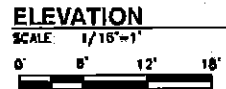
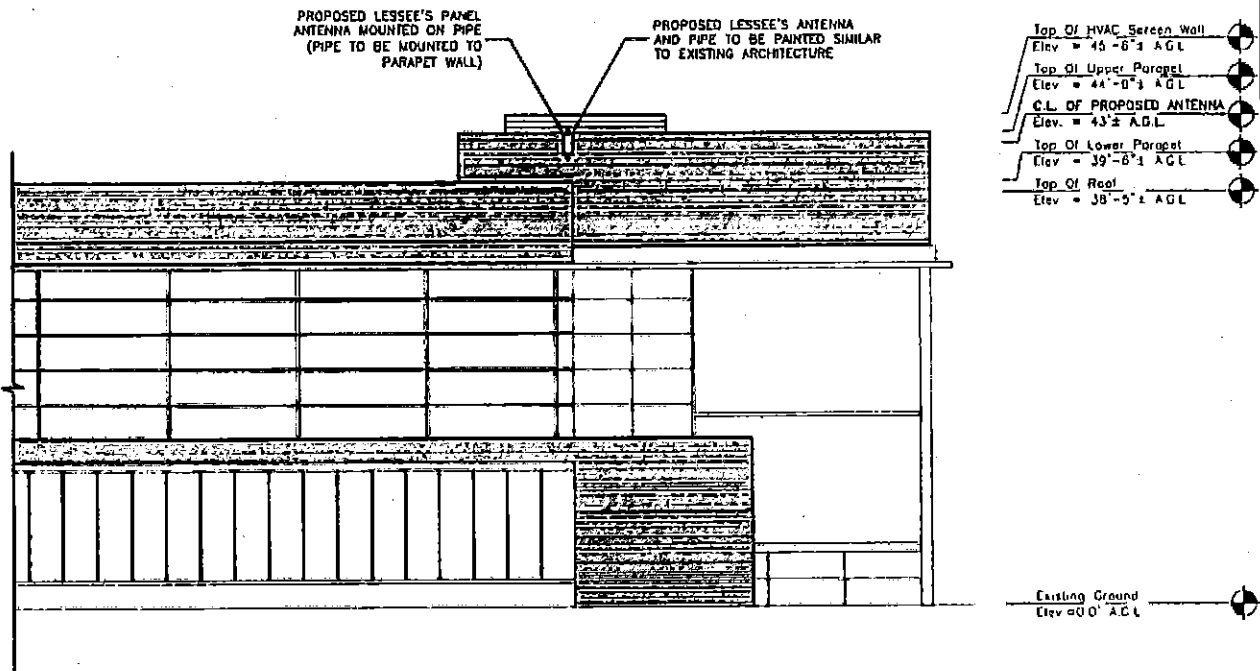
ADDRESS:
 1610 COLISEUM DRIVE
 HAMPTON, VA 23666

SITE INFORMATION

GOOGLE EARTH
 (NAD 83)
 LAT.: 37° 02' 12.82" N
 LONG.: 76° 22' 50.84" W

PROJECT NO. 50075435

SHEET NO.
 PARTIAL
 ROOF PLAN



1

NOTES:

1. SOME EXISTING & PROPOSED INFORMATION NOT SHOWN FOR CLARITY.
2. ANTENNA, EQUIPMENT, AND EASEMENTS SUBJECT TO CHANGE.



Dewberry
Dewberry Engineers, Inc.

4803 Lake Brook Drive, Suite 200
Glen Allen, VA 23060
Phone: 804.290.7987
Fax: 804.290.7925
www.dewberry.com

SUBMITTALS		
REV	DATE	BY
A	09/22/15	BAR
FINAL	09/28/15	KKB

PROJECT:
HAMPTON COLISEUM N010

ADDRESS:
1810 COLISEUM DRIVE
HAMPTON, VA 23666

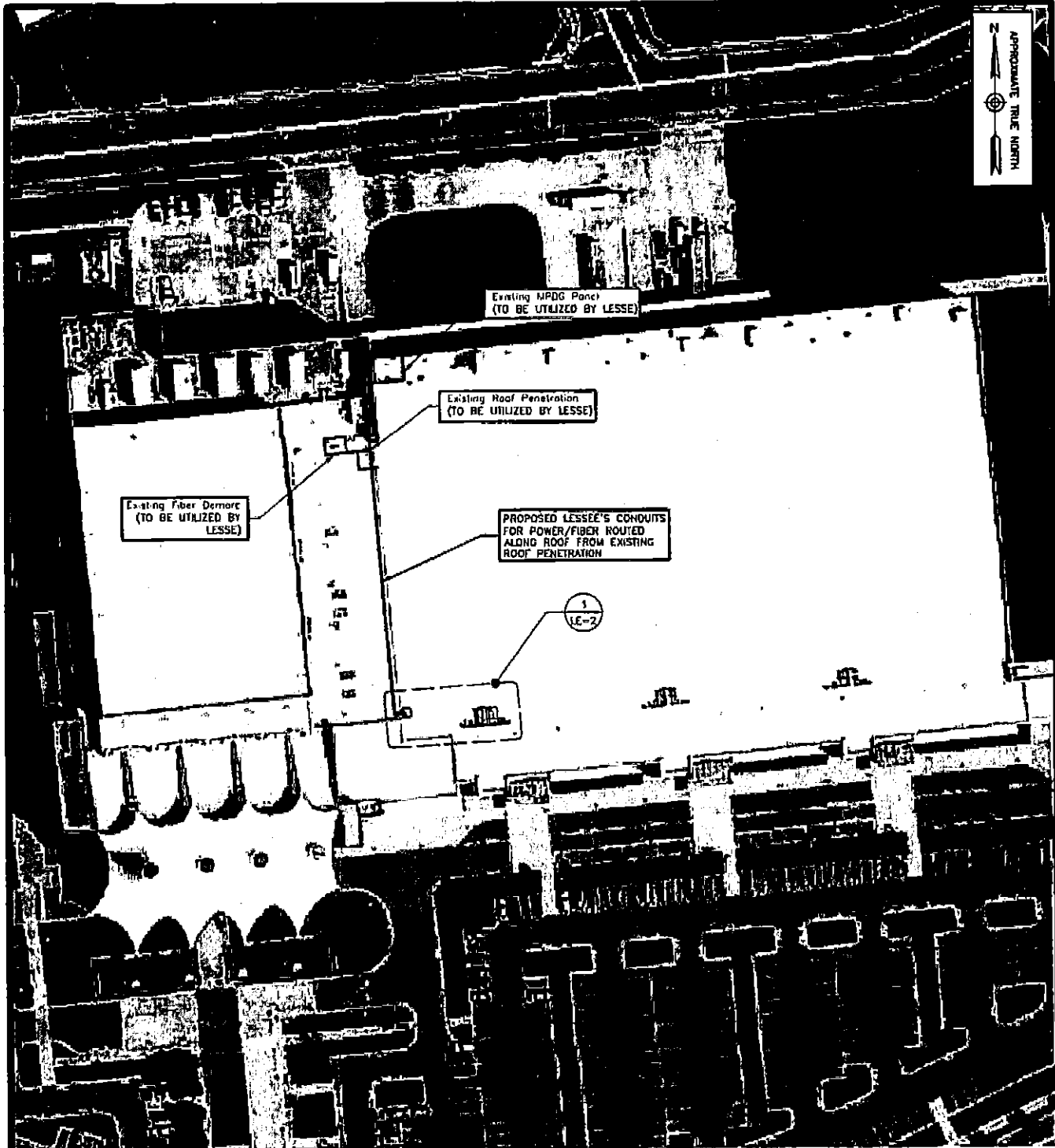
SITE INFORMATION

GOOGLE EARTH
(NAD 83)
LAT.: 37° 02' 12.62" N
LONG.: 76° 22' 60.94" W

PROJECT NO 50075435

SHEET NO.

ELEVATION



NOTES:

1. SOME EXISTING & PROPOSED INFORMATION NOT SHOWN FOR CLARITY.
2. ANTENNA, AND EQUIPMENT SUBJECT TO CHANGE.

PARCEL INFORMATION:	
OWNER:	CITY OF HAMPTON
PARCEL ID:	078008A00 0000PCB1
ZONING:	C-7
ACREAGE:	36.22 ACRES

OVERALL SITE PLAN

SCALE: 1"=50'

1

Dewberry
 Dewberry Engineers, Inc.
 4805 Lake Brook Drive, Suite 200
 Glen Allen, VA 23060
 PH: 804 290 7957
 Fax: 804 290 7928
 www.dewberry.com

SUBMITTALS			
REV	DATE	BY	
A	08/11/15	MAF	
FINAL	09/23/15	KRG	

PROJECT:
 HAMPTON COLISEUM N009

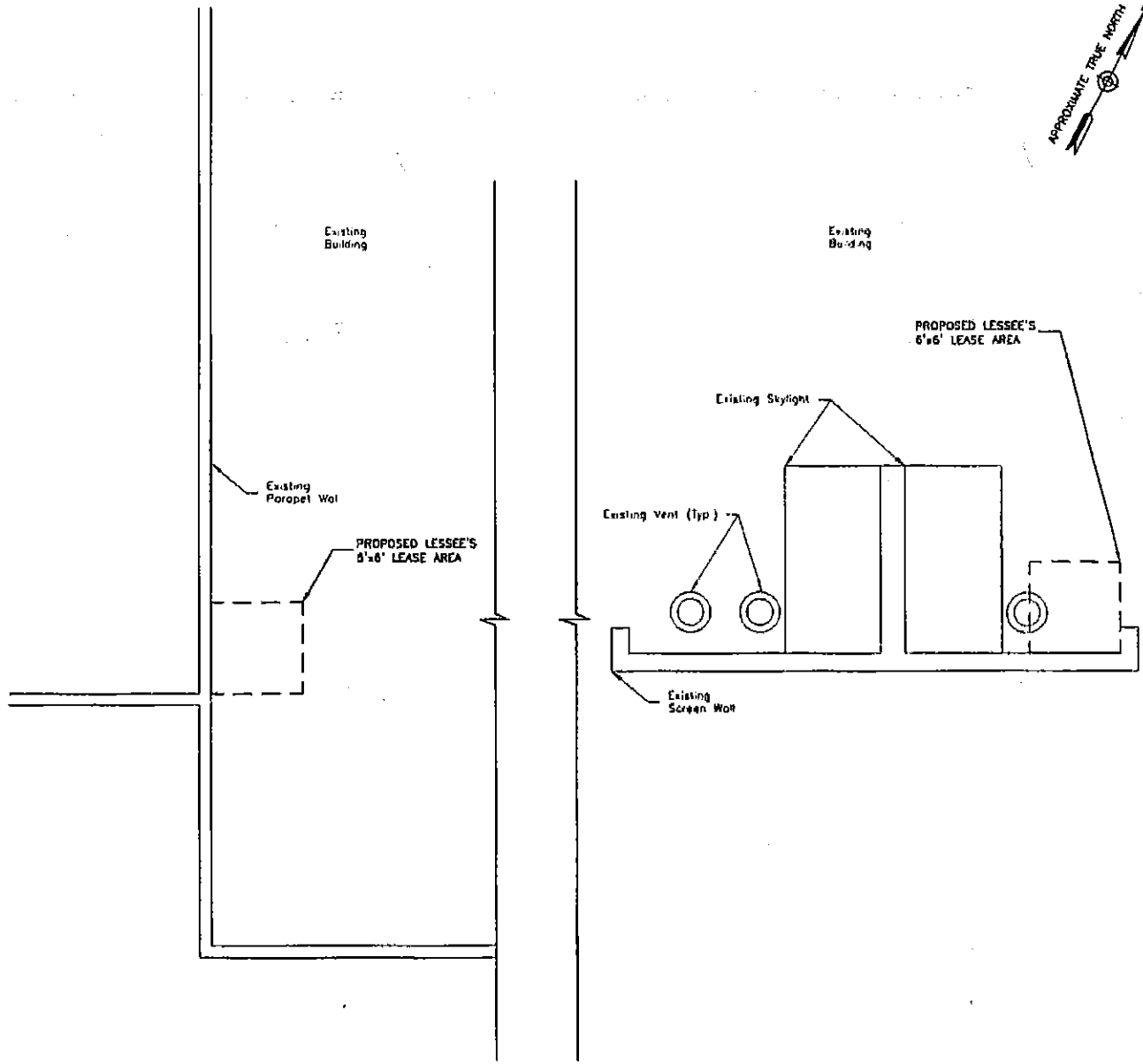
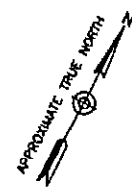
ADDRESS:
 1610 COLISEUM DRIVE
 HAMPTON, VA 23666

SITE INFORMATION

GOOGLE EARTH
 (NAD 83)
 LAT.: 37° 02' 12.63" N
 LONG.: 76° 22' 55.71" W

PROJECT NO. 60076434

SHEET NO.
 LE-1



- NOTES:**
1. SOME EXISTING & PROPOSED INFORMATION NOT SHOWN FOR CLARITY.
 2. ANTENNA, EQUIPMENT, AND EASEMENTS SUBJECT TO CHANGE.

PARTIAL BUILDING PLAN ①
 SCALE 1"=10'

Dewberry
 Dewberry Engineers, Inc.
 4805 Lake Brook Drive, Suite 200
 Glen Allen, VA 23000
 Phone 804 790 7957
 Fax 804 250 7528
 www.dewberry.com

SUBMITTALS		
REV	DATE	BY
A	08/11/15	MAF
FINAL	09/23/16	KKB

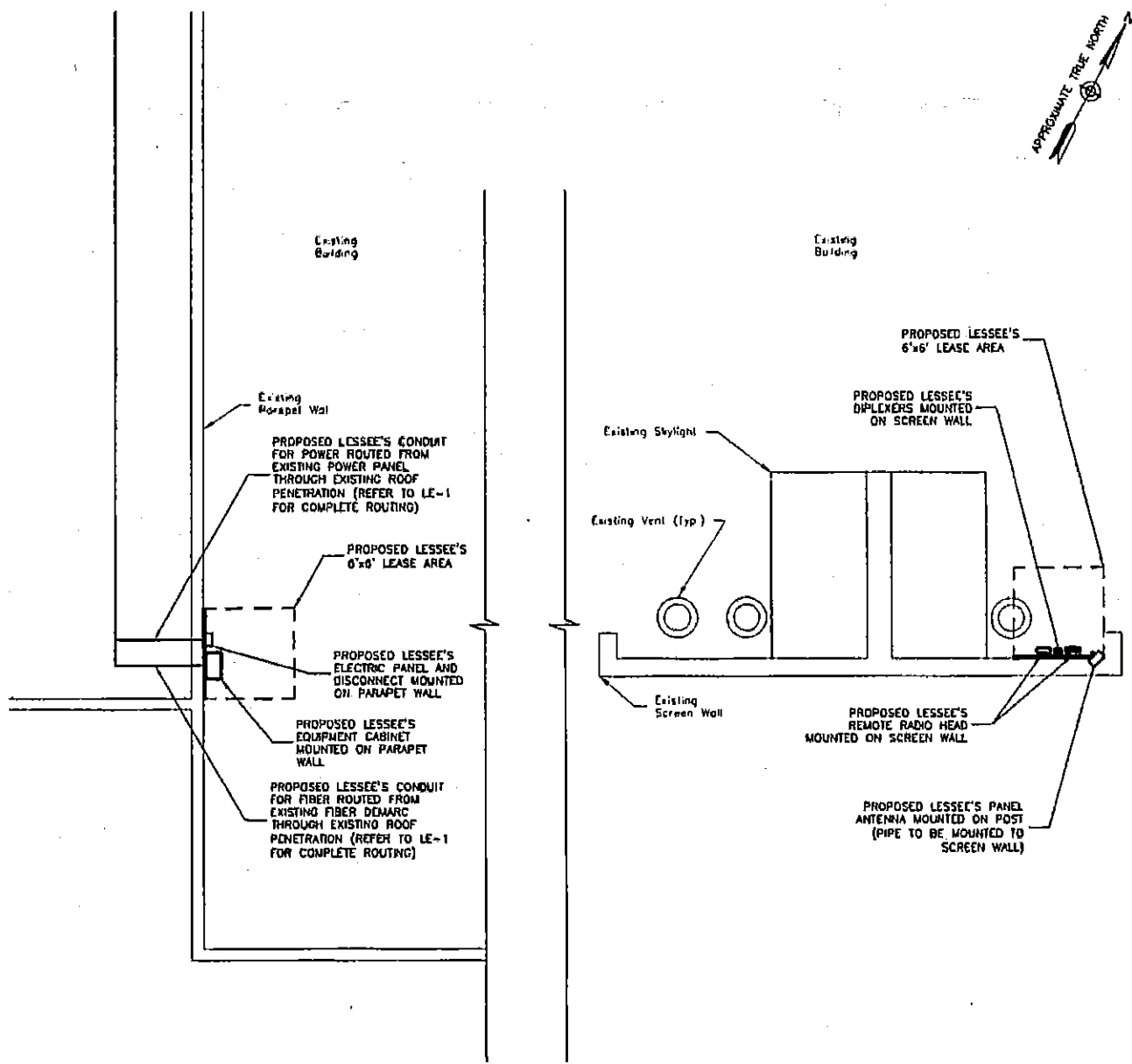
PROJECT:
 HAMPTON COLISEUM N009

ADDRESS:
 1810 COLISEUM DRIVE
 HAMPTON, VA 23666

SITE INFORMATION
 GOOGLE EARTH
 (NAD 83)
 LAT: 37° 02' 12.63" N
 LONG.: 76° 22' 55.71" W

PROJECT NO 50075434

SHEET NO.
 LE-2



NOTES:

- 1 SOME EXISTING & PROPOSED INFORMATION NOT SHOWN FOR CLARITY.
- 2 ANTENNA, EQUIPMENT, AND EASEMENTS SUBJECT TO CHANGE.

PARTIAL ROOF PLAN

SCALE: 1"=10'

2

Dewberry
 Dewberry Engineers, LLC.
 4835 Lake Brook Drive, Suite 200
 Glen Allen, VA 23060
 Phone: 804.290.7957
 Fax: 804.290.7929
 www.dewberry.com

SUBMITTALS		
REV	DATE	BY
A	08/11/15	MAF
FINAL	09/23/15	KKB

PROJECT:
 HAMPTON COLISEUM N009

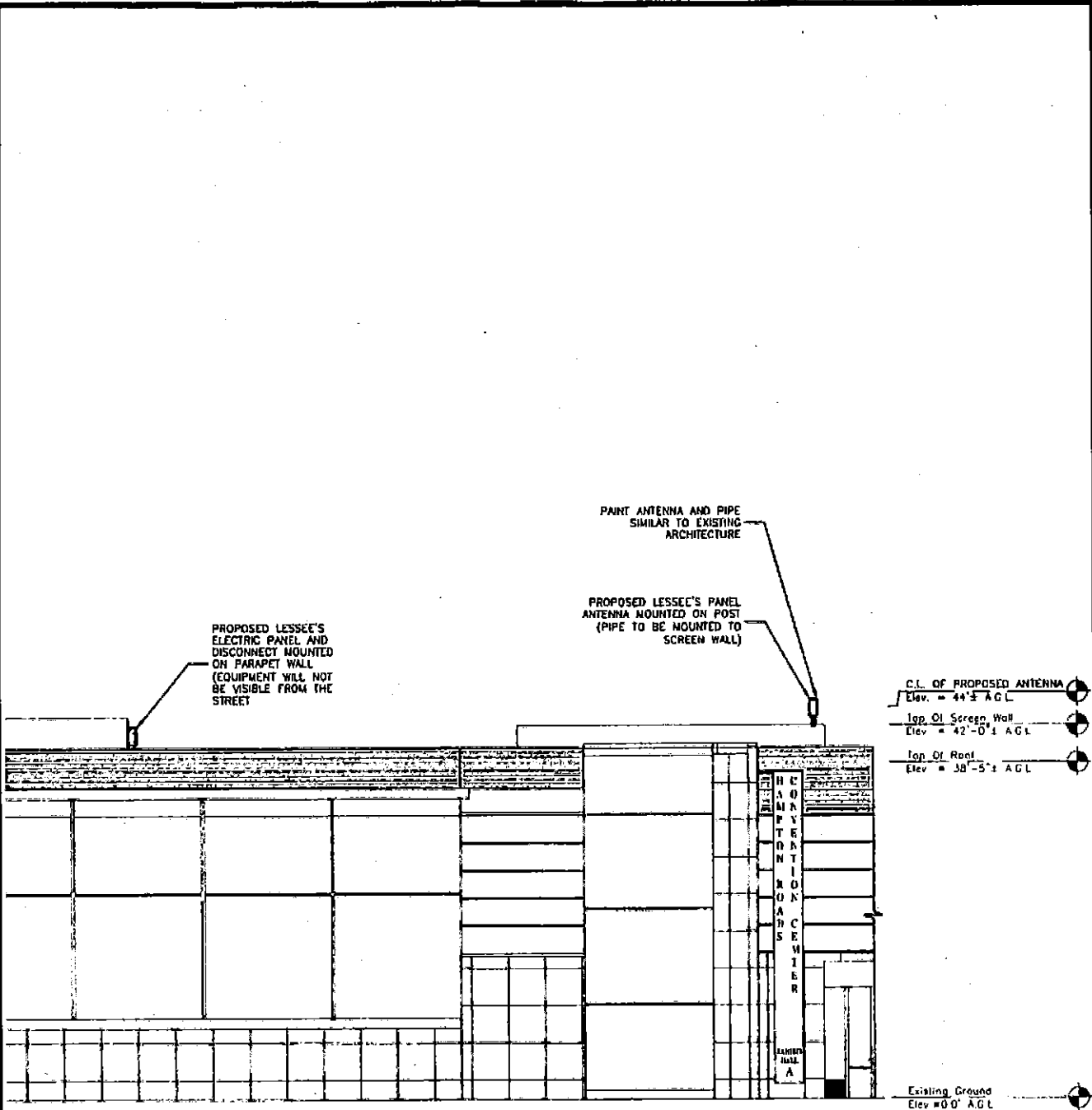
ADDRESS:
 1610 COLISEUM DRIVE
 HAMPTON, VA 23686

SITE INFORMATION

GOOGLE EARTH
 (NAD 83)
 LAT.: 37° 02' 12.63" N
 LONG: 76° 22' 65.71" W

PROJECT NO 50075434

SHEET NO.
 PARTIAL
 ROOF PLAN



- NOTES:**
1. SOME EXISTING & PROPOSED INFORMATION NOT SHOWN FOR CLARITY.
 2. ANTENNA, EQUIPMENT, AND EASEMENTS SUBJECT TO CHANGE.

ELEVATION ①
 SCALE: 1/10"=1'
 0' 8' 12' 18'

Dewberry
 Dewberry Engineers, Inc.
 4805 Lake Brock Drive, Suite 200
 Glen Allen, VA 22003
 Phone: 804 290 7937
 Fax: 804 290 7929
 www.dewberry.com

SUBMITTALS		
REV	DATE	BY
A	08/11/15	MAF
FINAL	08/23/15	KKB

PROJECT:
 HAMPTON COLISEUM N009

ADDRESS:
 1810 COLISEUM DRIVE
 HAMPTON, VA 23668

SITE INFORMATION

ODDLE BARTH
 (NAD 83)
 LAT.: 37° 02' 12.63" N
 LONG.: 76° 22' 55.71" W

PROJECT NO. 60075434

SHEET NO.

ELEVATION