
RIGHTS OF WAY LICENSE AGREEMENT

between

CITY OF ALEXANDRIA, VIRGINIA,

and

TELEPORT COMMUNICATIONS AMERICA, LLC

Dated as of _____, 2026

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Exhibit A

Exhibit B

LICENSE AGREEMENT

This License Agreement (“Agreement”) is made as of _____1, 2026, by and between the **City of Alexandria, Virginia**, a Virginia municipal corporation (“Licensor” or “City”), and **Teleport Communications America, LLC**, a Delaware limited liability company (“Licensee”), each a “Party” and together the “Parties.” For their Agreement, the Parties state:

Recitals

WHEREAS, Licensee wishes to use Licensor’s streets, ways and public places in connection with its operation of a telecommunications system for the delivery of telecommunications services; and

WHEREAS, Licensor is willing to provide Licensee with a limited license, under the terms of this Agreement, for the use of its streets, ways and public places for such purposes.

Agreement

NOW THEREFORE, in consideration of the premises hereof, the mutual promises hereinafter contained, and other good and valuable consideration, the Parties agree as follows:

Article I – Definitions and Rules of Construction

1.1 Definitions. When used in this Agreement, the following terms have the following meanings unless the context requires otherwise:

“Access Lines” means residence and business telephone lines and other switched common lines connecting a customer’s premises to an end office switch. The term does not include local, state and federal government lines, interstate and intrastate WATS lines, special access lines, off-premises extensions, official lines used by providers of telecommunications service for administrative, testing, intercept and verification purposes, and commercial mobile radio service lines.

“Affiliate” means any person controlling, controlled by or under common control with another Person.

“City Code” means the Code of the City of Alexandria of 1981, as amended.

“Code” means the Code of Virginia of 1950, as amended.

“Construction” means installation, construction and material expansion of Facilities within a Public Way.

“Director” means the Director of the Alexandria Department of Transportation and Environmental Services, or his or her designee.

“Facilities” means any and all cables, lines, wires, conduit, access manholes, switches, pedestals, boxes and other similar equipment and devices in the City owned,

leased, placed or controlled by Licensee and used in the delivery of Telecommunications services or on which the Licensee performs repair, Maintenance, relocation or Removal in such a way as to require access to the Public Ways.

“Maintenance” means maintenance, repair, replacement (including upgrades and non-material expansion) and Removal of Facilities.

“Person” has the meaning given to it in Sections 1-230 and 1-231 of the Code.

“Public Ways” means the surface, the areas below the surface and air space above the surface of the highways, roads, streets, lanes, alleys, curbs, sidewalks, bridges, overpasses, underpasses, and other similar rights-of-way or public places, specifically designated on Exhibit A and Exhibit B to this Agreement.

“Telecommunications” has the meaning given to it in 47 U.S.C. § 153.

1.2 Rules of Construction.

- (a) The singular connotes the plural, and vice versa.
- (b) The masculine gender also includes the feminine and neuter genders, and vice versa.
- (c) Any reference to a law also includes any regulations or interpretations thereof.
- (d) “Herein,” “hereinafter,” “hereinunder” and the like refer to this Agreement as a whole, not to any particular section.
- (e) Captions are inserted for ease of reference and are not intended to enhance or limit the meaning of this Agreement.

Article II – Grant of License

2.1 General Grant. In exchange for the consideration set forth herein, Licensor grants to the Licensee permission to use the Public Ways, in accordance with all provisions, terms and conditions of this Agreement and all requirements of law. The Licensee shall use the Public Ways solely to provide Telecommunications, and for Construction, Maintenance and Removal of the Facilities.

2.2 Not Exclusive. The permission granted under this Agreement is not exclusive of the right of the Licensor to grant licenses, franchises, easements, leases or other similar use rights in the Public Ways to other Persons.

2.3 Subject to Police Power. This Agreement and the grant set forth in this Article are subject to the police power of the City of Alexandria to adopt ordinances to protect the public health, safety and general welfare and to all laws and regulations established by the Commonwealth of Virginia or the United States of America.

2.4 Subject to Laws. Licensee shall comply with all applicable laws and regulations, including any permits required by the City, in connection with any Construction, Maintenance or Removal of any Facilities or any other activities in the Public Ways.

2.5 Title to Conduits. Licensee has title to the conduits that are currently in place or are to be placed in the Public Ways, as designated on Exhibit A and Exhibit B. In the event that Licensee conveys title to such conduits to one or more Persons, including Affiliates, Licensee shall immediately notify the Licensor. No such sale or other conveyance of title to the conduits shall be closed until such time as the transferee has entered into an appropriate license, franchise or other permission from the City to occupy the Public Ways. Licensee's failure to notify the City of any such conveyance of the conduit or any other Facilities to another Person who is not an Affiliate shall constitute a violation of this Agreement to be handled pursuant to Section 7.2 of this Agreement; provided, however, that transfer to an Affiliate nevertheless requires notice and assumption of the obligations of this Agreement by the Affiliate.

2.6 Term. This license shall extend from _____1, 2026 until _____3____, 2031. This license may not be renewed. However, the Parties may at any time negotiate for a new license for Construction, Maintenance and Removal of Facilities within Public Ways. Notwithstanding any other provision of this Agreement, the Licensee shall not commence any activities in the Public Ways until it (a) files with the Director a copy of this Agreement executed by an authorized officer, and (b) provides a surety bond in the amount of \$25,000, in a form acceptable to the City Attorney, to secure its good and faithful performance of all requirements of this Agreement.

Article III – License Fee

3.1 Rights of Way Use Fee; Change of Law. Licensee shall pay to Licensor, without notice, demand or offset, an annual license fee (the "Fee"). The Fee shall be calculated as set forth in Section 5-2-160 et seq. of the City Code; provided, however, that should the City's authority to impose the Fee provided for in Section 5-2-160 et seq. of the City Code be repealed by the Virginia General Assembly or modified in a manner that would result in a lower fee being imposed on Licensee, Licensee shall continue to pay the Fee set forth in Section 5-2-160 et seq. as provided immediately prior to such rescission or modification for the remainder of the term of this Agreement, so long as the same fee is applied to uniformly to all similar users of the Public Ways.

3.2 Payment. The Fee shall be paid on a quarterly basis within two months after the end of the quarter for which the amount is due. Licensee understands and acknowledges that the Virginia Department of Transportation may increase or decrease the amount of the Fee at any time, as permitted by Section 56-462 of the Code.

3.3 Late Payment. In the event the Licensee fails to pay the Fee when due, the Licensee shall pay (i) a penalty in the amount of eight percent (8%) of the overdue amount and (ii) a financing fee in the amount of ten percent (10%) per annum beginning on the due date, prorated by the day based on a 360-day year of 12, 30-day months for any portion of a month.

3.4 Signed Statement. The Licensee shall furnish to the Licensor, at the same time as each Fee payment, a statement executed by an authorized representative of Licensee showing the

basis for the payment (either Access Lines or linear footage), and the calculation of the Fee from that basis.

3.5 Correction. If the Licensee discovers that it has failed to pay the entire or correct Fee when due, it shall pay such additional amount within 30 days after discovery of the underpayment. In the event that the Licensee has overpaid the Licensor, it shall call it to the attention of the Licensor, and upon being provided satisfactory evidence of the overpayment, the Licensor shall credit the overpayment against the next following quarterly payment with interest in the amount of ten percent (10%) per annum beginning on the due date, prorated by the day based on a 360-day year of 12, 30-day months for any portion of a month, to the date of discovery.

3.6 No Waiver. Acceptance by the Licensor of any payment due under this Article shall not be deemed a waiver by the Licensor of any breach of this Agreement, nor shall the acceptance of the Licensor of any payment preclude the Licensor from later establishing that a larger amount was due, or from collecting the same.

3.7 Affidavit of Correctness. Not later than the first anniversary of the entry of this Agreement and upon each anniversary thereafter, the Licensee shall provide a statement to the Licensor, executed by an authorized representative of Licensee, certifying that the total Fee paid by Licensee in the immediately preceding year was the correct amount required under this Agreement.

3.8 Right to Challenge. Licensee does not waive its right to contest the Fees in good faith. However, Licensee shall take no legal action against the Licensor on that basis until and unless a court or agency of competent jurisdiction issues a decision that the Fee structure set forth in this Article is unlawful under state or federal law; in such event, the Licensor agrees to meet with Licensee, upon request from the Licensee, to renegotiate the compensation terms of this Agreement. In the event that the Parties cannot agree on such terms within 60 days of such notice and request to renegotiate, Licensee shall have all rights to challenge the Fee in any forum set forth in this Agreement.

3.9 Books and Accounts. Licensee shall keep accurate books of account in accordance with Generally Accepted Accounting Principles for the purpose of determining the Fee due to the Licensor. Licensee shall, within ten business days after a written request from Licensor, forward to Licensee's primary office in Northern Virginia copies of the books of account to the extent necessary to confirm the accuracy of payments due the Licensor, which Licensor may inspect at any time during regular business hours. Licensor may audit the books from time to time at Licensor's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due to the Licensor. Notwithstanding any other provision of this Agreement, all information reviewed or otherwise accessible to Licensor in exercising its rights under this Section 4(a) shall be deemed confidential and proprietary to Licensee, and shall be held in confidence to the maximum extent permitted by law.

Article IV – Operations

4.1 Permits Required. Any Construction, Maintenance, or other activities in the Public Ways by the Licensee shall be subject to the City's general permit requirements set forth in the City Code.

4.2 Annual Operations Plan.

4.2.1 Within 30 days after the effective date of this Agreement, and at least 30 days prior to the first day of each subsequent 12-month period, or partial period, occurring during the term of this Agreement, Licensee shall prepare and submit to the Director an Annual Operations Plan which shall describe or otherwise show each of the Public Ways in which Licensee intends to construct Facilities during the 12 months following the plan's submission, the type of Facilities Licensee intends to construct in each such Public Way, and the approximate date on which Licensee intends to begin construction in each Public Way. Such Annual Operations Plan shall be non-binding, but shall represent a reasonable projection by the Licensee of the activities it anticipates undertaking over the subsequent year. Licensor agrees to hold in confidence, to the maximum extent permitted by law, any information it receives from Licensee under its Annual Operations Plans that the Licensee marks "proprietary information confidential".

4.2.2 The Licensee shall within a reasonable time period review any comments submitted, and shall respond within a reasonable time period to any questions posed, by the Director with respect to an Annual Operations Plan. In the event that, during a 12-month period covered by an Annual Operations Plan, Licensee makes significant changes in its anticipated routes, Licensee shall promptly submit to the Director an amendment to the Annual Operations Plan covering such changes.

4.2.3 Licensee shall, at the time it applies for a construction permit, submit to the Director accompanying information which (a) indicates how the proposed construction is related to the Annual Operations Plan, (b) identifies the specific location within each Public Way in which the proposed construction is to take place, (c) describes the Facilities to be installed in each Public Way and the construction techniques to be used in the installation, (d) provides a traffic control plan for review and approval by the Director, (e) states, as to each Public Way, the dates on which the proposed construction is expected to commence and on which the proposed construction is anticipated to be completed, (f) verifies that Licensee has obtained, or will obtain prior to commencing the Construction, approval of the placement of the Facilities and any required permits from any other entity (including departments or agencies of the City of Alexandria) whose approval is required by law, and (g) provides whatever other information the Director reasonably requests. The Director shall have the discretion, which is to be reasonably exercised, to determine the timing of the proposed Construction, taking into account both the dates requested by Licensee and other planned or on-going construction work in the affected Public Ways. Licensee agrees that Construction of Facilities in Public Ways shall be done in such locations and in such manner so as not to unreasonably interfere with existing water, gas, sewer pipe, traffic signal, street light and other utilities and conduits in the Public Ways, or with the public's use of the Public Ways, and shall, to the maximum degree feasible, be coordinated

(including through the sharing of Facilities and other equipment and devices) with any construction being simultaneously undertaken at the same location by another provider of Telecommunications or of cable service or by a provider of other utilities.

4.3 Maintenance. Licensee may perform Maintenance on the Facilities without prior approval of the Director as long as neither the component of the Facilities being worked on nor any of the equipment or workers involved in such Maintenance is located on the travel, parking, curb or sidewalk portion of a Public Way, or any other portion of a Public Way. At least 30 days prior to performing Maintenance on any Facilities while located on the travel, parking, curb or sidewalk portion of a Public Way, or any other portion of a Public Way, Licensee (i) shall inform the Director in writing of the location at which it intends to perform such Maintenance, (ii) shall provide whatever other information the Director requests, and (iii) shall obtain either a verbal or a written approval of the Maintenance from the Director. In performing Maintenance, Licensee shall comply with all requirements established by the Director. In addition to and notwithstanding the provisions of this subsection (b), Licensee shall maintain in good and safe condition all Facilities it places within Public Ways.

4.4 Removal. Licensee may, at any time, in the exercise of its sole and absolute discretion, effect the Removal of any or all of the Facilities from the Public Ways, which Removal shall not terminate this Agreement. When performing any aspect of Removal where the Facilities being worked on or any of the equipment or workers involved in the Removal is located on the travel, parking, curb or sidewalk portion of a street, or any other portion of a Public Way, Licensee shall comply with all procedures applicable to Maintenance, as set forth above in section 4.3.

4.5 Undergrounding. Chapter 3 of title 5 of the City Code contains undergrounding requirements that apply, among other things, to the installation, repair and replacement of "customer utility services" and "transmission and distribution lines." Licensee acknowledges that it is subject to these requirements and, consequently, that it will be required to install its Facilities underground. Nothing herein shall limit Licensee's ability to seek a waiver of the undergrounding requirement for subsequent builds pursuant to the procedures set forth under Chapter 3 of title 5, Section 27 of the City Code.

4.6 Relocation. Licensee shall remove from or relocate within a Public Way, at its own expense and within 60 days of written notice provided by Licensor, or such longer time as reasonably requested by the Licensee and consented to by the Licensor, any of the Facilities identified by Licensor in said written notice, whenever Licensor, in its sole discretion, determines that (i) the Facilities interfere, disturb or conflict with the operation, relocation, improvement, repair, construction or maintenance of present or future streets, alleys or other Public Ways, public grounds, storm drainage systems, sewer systems, water mains, other public facilities or private utility systems which were in operation at the time the facilities were constructed, or (ii) the Facilities interfere, disturb or conflict with any public communications system or equipment (including but not limited to AM/FM radio, shortwave radio and two-way radio systems), or with any private communications system which was in operation at the time the Facilities were constructed. Any relocation of the Facilities shall be subject to all provisions, terms and conditions of this Agreement and to all applicable laws and regulations. Notwithstanding the foregoing, the Licensor shall reimburse Licensee for any expense required under Section 56-468.2 of the Code or other provision of law.

4.7 Unauthorized Use. In the event of any use of a Public Way by the Licensee or of any person acting with the express permission of the Licensee that is not authorized by this Agreement, the Licensee shall, immediately upon notice by Licensor, cease the use and remove all Facilities associated with the use. In addition, the Licensee shall pay to Licensor the sum of five hundred dollars (\$500) per day, which is a reasonable estimate of the damage caused to the public which such misuse would cause, not as a penalty but as additional compensation for additional, unforeseen and unpermitted use. Such amount shall be due within 30 days after written notice from the Licensor to the Licensee, and if unpaid, shall accrue penalties and interest in accordance with section 3.3.

4.8 Rights of Public Reserved. When engaged in Construction of Facilities pursuant to this Agreement, Licensee shall not cause any inconvenience to the general public or to the Licensor's forces, except as authorized by the Director. When performing Maintenance or Removal of Facilities, Licensee shall not hinder or impede the flow of traffic to any greater extent than is reasonably necessary. Licensee shall strictly follow the requirements imposed by any permit, including requirements relating to time limitations and traffic control plans.

Article V – Damage to Public Property

5.1 Duty to Repair. If, in the course of Construction, Maintenance, Removal or otherwise dealing with any of the Facilities that occupy the Public Ways, Licensee damages any pavement, street, alley, sidewalk, sewer, water or other pipe, public ground or any other public property, real or personal, belonging or dedicated to Licensor, Licensee shall promptly repair the same at its own cost and expense. If Licensee shall default in this obligation, Licensor may cure the default itself, and may charge to Licensee the reasonable cost it incurs in curing the default; provided, that prior to performing any work to cure a default, Licensor shall give Licensee written notice of the default and a period of five business days from the date of the notice in which to initiate action to cure the default and a period of 30 days in which to complete the cure; provided further, that these 5-day and 30-day periods will be extended by the Director for a reasonable amount of time if a cure cannot reasonably be accomplished within such time period, provided the Licensee commences a cure during such period and diligently and continuously prosecutes such cure to completion.

5.2 Emergency Repair. Notwithstanding the provisions of section 5.1, if the Director determines, in his sole discretion consistent with applicable law, that damage, as described in section 5.1, threatens the public health or safety, Licensor may commence the repair of the damage and assess its costs upon Licensee; provided, that, prior to commencing such repair work, Licensor shall make a reasonable effort to provide Licensee with telephonic notice and an opportunity to immediately repair the damage itself. In the event Licensee is unable to, or otherwise fails to, immediately repair the damage and Licensor performs the repair work, Licensor shall, immediately upon completion of the work, provide Licensee with written notice of the work it has performed, and also shall, reasonably soon after the completion of the work, provide Licensee with a statement of the reasonable cost Licensor incurred in performing the work.

5.3 Repaving. Licensee shall repave or resurface the Public Ways in accordance with the then current standards set forth by the Director if there are any street cuts or other disturbances

of the surface of the Public Ways as a result of any installation by Licensee of Facilities under this Agreement.

5.4 Payment. All payments required under this Article shall be paid within 30 days after notice as provided in this Article. Unpaid sums will be subject to the penalties and interest charges set forth in section 3.3.

Article VI – Insurance & Indemnification

6.1 Insurance. Licensee shall obtain and maintain throughout the term of this Agreement the following insurance coverages:

(a) Commercial general liability insurance in an amount not less than \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate coverage, covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors and products liability.

(b) Virginia statutory workers compensation coverage.

Licensee shall provide proof of such coverage upon request from the Director, and shall name the Licensor as an additional insured on the policies set forth in subsection (a).

6.2 Indemnification.

6.2.1 Licensee shall indemnify and hold harmless Licensor and all of its officers, employees and agents from and against all suits, actions, causes of action, damages, claims, liability and expenses (including court costs and reasonable attorney's fees) resulting from or arising out of any bodily injury, death or property damage (including injury, death or damage, or other losses, sustained by Licensor or any of its officials, employees and agents) caused, in whole or in part, by any act or omission of the Licensee or its employees, officers, contractors, agents or servants relating to or involving the Construction, Maintenance or Removal of Facilities, or otherwise under this Agreement, or by any other act or omission by such persons under this Agreement, except to the extent that such bodily injury, death or property damage, or losses, are caused by the gross negligence or willful misconduct of Licensor or any of its officers, employees and agents.

6.2.2 If a suit or action for which Licensor and its officers, employees and agents are entitled to be indemnified and held harmless under subsection (a) shall be brought against the Licensor or one or more of its officers, employees or agents, either individually or jointly with Licensee, Licensee shall defend, indemnify and hold harmless the Licensor and the sued officers, employees and agents at the sole cost and expense of Licensee. The Licensor shall promptly provide the Licensee with written notice of the commencement of any such suit or action. The Licensee shall conduct the defense of such suit or action, subject to the Licensor's approval, which shall not be unreasonably withheld or delayed. The Licensor may also participate in this defense directly, at its own expense.

6.2.3 If a final judgment is obtained against Licensor or one or more of its officers, employees or agents in a suit or action, either independently or jointly with

Licensee, for which Licensor and its officers, employees and agents are entitled to be indemnified and held harmless under this section, Licensee shall pay every judgment, including all costs and attorney's fees, entered against Licensor and any of its officers, employees and agents.

6.2.4 The Licensee may settle a claim brought in a suit or action for which Licensor and its officers, employees and agents are entitled to indemnification and to be held harmless under subsection 6.2.1, upon prior written approval of Licensor, which approval shall not be unreasonably withheld or delayed.

6.2.5 The requirements of this section shall survive the expiration or earlier termination of this Agreement for five years.

6.3 Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES.

Article VII – Termination & Expiration

7.1 Termination by Licensee for Convenience. This Agreement may be terminated by Licensee, for any reason or no reason, or merely for convenience, by delivering written notice to the Director at least 60 days prior to the effective date of termination.

7.2 Licensee Default. In the event that Licensee violates any material term or condition of this Agreement, Licensee shall be in default. If such default continues for 30 days after Licensee has received written notice of the default from Licensor, Licensor may terminate the Agreement, effective immediately; provided, however, that the Licensor may extend such 30-day period for such additional period of time as is reasonable under the circumstances if Licensee's violation cannot reasonably be cured within the initial 30-day period and if Licensee has commenced a cure within such period and diligently and continuously pursues such cure to completion.

7.3 Removal or Abandonment of Facilities.

7.3.1 Upon expiration or earlier termination of this Agreement, Licensee shall, at its sole expense, remove all Facilities from and repair the Public Ways within 180 days after the effective date of the termination. The Director may extend this period of time in his or her sole discretion.

7.3.2 If Licensee fails to remove and of its Facilities as required in subsection 7.3.1, Licensor may remove or cause the removal of the Facilities, and Licensee shall pay to Licensor its reasonable costs incurred in removing the Facilities within 30 days after written notice of such costs, or the Facilities shall be considered to have been conveyed to Licensor, and shall thereafter become the property of the Licensor.

7.3.3 The requirements of this section shall not apply to expiration of this Agreement and simultaneous replacement of a license agreement of similar type and tenor.

7.4 Assignment.

7.4.1 This Agreement may not be assigned by Licensee without the written consent of the Licensor, which may or may not be given by the Licensor, and may require action of the Council of the City. However, the Licensee may assign its rights and responsibilities without the consent of the Licensor (a) to an Affiliate, or (b) to a successor-in-interest acquiring not less than 51% of Licensee's stock or equity, provided the Licensor is given notice of the assignment before the transaction closes.

7.4.2 Nothing in this Agreement shall be construed to require Licensee to obtain the approval of the Licensor in order to (i) lease any Facilities or any portion thereof, (ii) grant an indefeasible right of use in the Facilities, so long as (1) such lease, grant or right does not itself require or permit the lessee or grantee to place Facilities or conduct activities in the Public Ways, and (2) the Licensee remains responsible to the Licensor for the Facilities and all activities within the Public Ways.

7.5 Eminent Domain. This Agreement neither confers on Licensee any right of eminent domain, nor limits any power of eminent domain held by the Licensor. In the event of condemnation of any part of the Facilities (or conveyance under actual threat of condemnation) by the United States of America, the Commonwealth of Virginia or any political subdivision, public service corporation or other entity operating under their authority, the Parties shall immediately enter into good-faith negotiations to make an amendment to this Agreement reflecting the revised configuration of the Facilities. Condemnation of all or substantially all of the Facilities shall be treated as an assignment under section 7.4.

Article VIII – Miscellaneous

8.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties respecting its subject matter and supersedes and prior agreements or representations, written or oral, between the Parties. The Parties each represent to one another that no representation of either Party or its officials or employees has induced the other Party to enter or execute this Agreement.

8.2 Amendment. No amendment to this Agreement shall be valid unless by a written document executed in writing. Licensee recognizes that such an amendment may require action by the Council of the City to be valid and binding on the Licensor.

8.3 Choice of Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. Suit relating to this Agreement shall be brought in the Virginia state courts for the City of Alexandria, and in no other.

8.4 Waiver. Failure or delay to enforce any provision of this Agreement shall not be construed to be a waiver thereof.

8.5 Remedies Cumulative. The remedies of the Parties set forth in this Agreement are intended to be cumulative, not exclusive, and pursuit of one remedy shall not act as an election of remedies.

8.6 Severability. The Parties shall comply with any applicable state or federal law regarding use of the Public Ways. If any term, condition or provision of this Agreement is held by a court or agency of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be valid and effective in all respects. In the event of a subsequent change in applicable law such that a provision that had been held invalid is again valid, such provision shall thereupon return to full force and effect without further action of the Parties. If the terms of this Agreement are materially altered by changes in governing law, then the Parties shall negotiate in good faith to reconstitute this Agreement in a way consistent with then-applicable law such that, to the maximum extent possible, it is consistent with the original intent of the Parties and preserves the benefits bargained for by the Parties.

8.7 Force Majeure. Neither the Licensee nor the Licensor shall be liable for any delay or failure of performance, except for the payment of money, arising from any cause beyond its control and without its fault or negligence, which may include acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, volcanic action or other major environmental disturbances. The Party experiencing a force majeure event shall make commercially reasonable efforts to minimize its impact. The Party asserting force majeure has the burden of proving its existence and duration.

8.8 Notices. All notices under this Agreement must be in writing and are sufficient if (i) delivered personally, (ii) sent by email transmission followed by confirmation of receipt, (iii) sent by reputable overnight courier or (iv) sent by U.S. Mail. Any such communication shall be deemed given when delivered if delivered personally, on the day of email transmission, on the first business day following dispatch with overnight courier, or on the fifth business day after posting if sent by mail. Notwithstanding the foregoing, notices of default under this Agreement must be sent by registered or certified mail, postage prepaid, return receipt requested, to the party at its addresses or facsimile number set forth below. Addresses for notice are as follows:

To Licensee:

Teleport Communications America, LLC
1452 Rt. 206
Bedminster, New Jersey 07921

With a copy to:

Teleport Communications America, LLC
1452 Rt. 206
Bedminster, New Jersey 07921
Legal Department

Addresses and contact information may be added or changed by giving notice to the other Party under this section without need of a formal amendment to this Agreement.

8.9 Counterparts. This Agreement may be executed in two or more counterparts. Electronic signatures shall be valid under the Virginia Uniform Electronic Transactions Act.

[Signatures on Following Pages]

CITY OF ALEXANDRIA, VIRGINIA,

By: _____

Name: _____

Position: _____

Pursuant to Resolution No. _____, dated _____, 2026.

Approved as to legal form:

Bryan MacAvoy
Assistant City Attorney

TELEPORT COMMUNICATIONS AMERICA,
LLC,

By: _____

Name: Christopher J. Och

Position: Vice President

Exhibit A
Conduit Map (1)

Exhibit B
Conduit Map (2)