TELECOMMUNICATIONS FACILITY LICENSE AGREEMENT

This Telecommunications Facility License Agreement ("Agreement") is entered into this _____ day of_____, 2017, by and between the City of Alexandria, Virginia, a municipal corporation of the Commonwealth of Virginia (the "City"), and Mobilitie, LLC (the "Licensee").

RECITALS

WHEREAS, the City is responsible for management of the Public Rights-of-Way, as hereinafter defined, and performs a wide range of vital tasks necessary to preserve the physical integrity of Public Rights-of-Way, to control the orderly flow of vehicles, to promote the safe movement of vehicles and pedestrians, and to manage a number of gas, water, sewer, electric, cable television, telephone, telecommunications, and other facilities that are located in the Public Rights-of-Way; and

WHEREAS, the City has the authority to regulate the time, location, and manner of attachment, installation, operation, and maintenance of telecommunications facilities located in the Public Rights of-Way; and

WHEREAS, the Licensee is in the business of transporting signals by means of telecommunications facilities; and

WHEREAS, the Licensee desires to attach, install, control, operate, maintain, repair, replace, reattach, reinstall, relocate, and remove Licensee's Facilities, as hereinafter defined, on specified facilities located in the Public Rights-of-Way and owned by third parties; and

WHEREAS, the Licensee is willing to compensate the City for permission to use the Public Rights-of-Way for the installation of the Licensee's Facilities upon the Available Poles; and

WHEREAS, the City is willing to permit the Licensee to enter the Public Rights-of-Way in order to use and occupy the Available Poles, upon the terms and conditions set forth herein.

AGREEMENT

Now, therefore, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. **Definitions.** The following definitions shall apply to the provisions of this Agreement:

1.1 "Affiliate" means any entity that own or controls, is owned or controlled by, or is under common ownership or control with the Licensee. The term "control," as used in this definition, means the right and power to direct or cause the direction of the management and policies of an entity, in whatever manner exercised.

1.2 "Approved Equipment" means the optical repeaters, DWDM and CWDM multiplexers, antennae, fiber optic cables, wires, hardware, and other equipment, whether referred to singly or collectively, to be installed and operated by Licensee hereunder, as further described in Section 4.1.

1.3 "Available Pole" means any pole that is (i) suitable for the installation of Licensee's Facilities; (ii) located in the Public Rights-of-Way; and (iii) owned by a public utility.

1.4 "Computation Date" means each anniversary of the Effective Date.

1.5 "City Engineer" means the Deputy Director of the Department of Transportation and Environmental Services.

1.6 "City Facilities" means any City-owned property, other than the Public Rights-of-Way, whether or not affixed to the land.

1.7 "Licensee" means Mobilitie LLC, a limited liability company duly organized and existing under the laws of Nevada, registered to do business in the Commonwealth of Virginia.

1.9 "Licensee's Facilities" means Approved Equipment that is attached to an Available Pole, and any fiber optic cables or other equipment that comprise the Licensee's network in the Public Rights-of-Way.

1.10 "Public Rights-of-Way" means the space in, upon, above, along, across, over, and below the public streets, roads, lanes, courts, ways, alleys, and boulevards, including all public street easements, as the same now exist or may hereafter be established, that are under the legal jurisdiction and physical control of the City or of the Virginia Department of Transportation ("VDOT").

1.11 "SCC" means the Virginia State Corporation Commission.

1.12 "Services" means those wireless communications services provided by Licensee and such other services for which the Licensee is compensated by commercial wireless carriers for the use of Licensee's Facilities.

Section 2. Term.

2.1 The term of this Agreement is five (5) years ("Term"), commencing on the Effective Date, unless this Agreement is earlier terminated in accordance with the provisions hereof. Following the expiration of this initial Term, the Parties may mutually agree to renew and extend the Term for an additional five (5) year period, upon the same terms and conditions set forth in this Agreement, subject to the approval of the City Council.

Section 3. Scope of Agreement.

3.1 Non-Exclusive Permission. The City hereby grants to the Licensee, insofar as the City has the legal authority to do so, the permission, on a non-exclusive basis, to attach, install, control, operate, maintain, repair, replace, reattach, reinstall, relocate, and remove the Licensee's Facilities on Available Poles, for the limited purpose of providing Services, subject to the terms of this Agreement, the City Zoning Ordinance, all other applicable laws, and all VDOT requirements of whatever nature.

3.2 Permitted Services. The Licensee's Facilities shall be used exclusively by the Licensee, except in a manner provided in Section 9 hereof, solely for the rendering of Services. If the Licensee wishes to use the Licensee's Facilities for the purpose of offering services not specifically described in, or authorized by, this Agreement, then the Licensee shall notify the City Engineer in writing before providing such additional proposed services. The City reserves the right to require an amendment to this Agreement, or another form of authorization, before the Licensee may provide such services, subject to applicable law. Such approval or authorization shall not be unreasonably withheld, delayed, or conditioned.

3.3 Electricity. The City shall have no responsibility for providing electricity to the Licensee's Facilities, nor any liability related to the loss or unavailability of power for such use.

3.4 No Interference. The Licensee's use of any Available Poles shall not materially interfere, in any manner, with the existence, operation, or use of the Public Rights-of-Way or the City Facilities or the property of any third party, including, without limitation sanitary sewers, storm sewers and drains, water mains, gas mains, and aerial and underground electric, telephone or cable television facilities, except as expressly permitted by this Agreement or by express permission of the respective owner.

3.5 License Subject to Rights of City and of Others; No Property Interest. The permission granted to the Licensee pursuant to this Agreement shall be: (i) exercised by the Licensee at the Licensee's sole risk and expense; (ii) subject to, and subordinate to, the rights of the City to use the Public Rights-of-Way and City Facilities exclusively or concurrently with any other person; and, (iii) subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, claims of title, and rights (whether recorded or unrecorded) of others that may affect the Available Poles, specifically including all rights of VDOT. This Agreement grants a license only. Nothing in this Agreement shall be deemed to grant, convey, create, or vest any real property interest in the Licensee, including any fee or leasehold interest, easement, franchise right, or vested right. Nothing herein contained shall be construed to require or compel the City to maintain any particular portion of the Public Rights-of-Way for a period longer than that required by the City's needs. Nothing herein shall restrict the City from exercising its authority to vacate, abandon, or discontinue use of any portion of the Public Rights-of-Way and request the relocation or removal of the Licensee's Facilities therefrom subject to the procedures, time periods, and remedies established within Section 4.9.

Section 4. Installation of Licensee's Facilities.

4.1 Equipment. Only Approved Equipment, as described in Exhibit A, may be attached to Available Poles. All Approved Equipment shall fall within the definition of a "small cell facility" set forth in Virginia Code § 56-484-26, as enacted by Senate Bill 1282 in the 2017 Session of the Virginia General Assembly ("SB 1282"). Approved Equipment shall be installed only in accordance with the installation specifications and configurations described in Exhibit B, as it may be amended. Any Licensee Facility installation method or configuration that materially differs from those described in Exhibit B, as it may be amended, shall not be employed without the prior written permission of the City Engineer. If Licensee proposes to install equipment which materially differs from the specifications described in Exhibit B, as it may be amended, then Licensee shall first obtain the prior written approval from the City Engineer for the use and installation of such equipment, before such equipment is installed. If Licensee installs any equipment other than Approved Equipment without the prior written approval from the City Engineer, the Licensee, upon notice from the City Engineer, shall promptly remove such equipment at Licensee's sole cost and expense subject to the procedures, time periods, and remedies established within Section 4.9. Notwithstanding the foregoing or anything else in the Agreement to the contrary, the following modifications to Approved Equipment and Licensee's Facilities shall qualify as non-material modifications and shall not require notice to be provided to, or approval from, the City or City Engineer: (i) substitution of internal components that do not result in any change to the external appearance, dimensions, or weight of the Approved Equipment or Licensee's Facilities; or (ii) replacement of Approved Equipment or Licensee's Facilities with equipment that is the same as, substantially similar to, or smaller in weight and dimensions than the Approved Equipment or Licensee's Facilities.

4.2 As-Built Drawings. The Licensee shall promptly deliver to the City Engineer, in hard copy and electronic format, documentation, in substance and in form acceptable to the City Engineer, clearly identifying each of the Available Poles to which the Licensee's Facilities have been attached, all of the Licensee's Facilities attached to each such Available Pole, and any portions of the Public Rights-of-Way occupied by Licensee's Facilities. The foregoing information shall be delivered within ten (10) days after (i) completion of installation of Licensee's Facilities at any given location, and (ii) completion of any changes to prior installations of Licensee's Facilities that render the information previously provided to the City Engineer under this Section 4.2 inaccurate or incomplete.

4.3 Attachment and Access Agreements. Prior to beginning any initial construction or installation of Licensee's Facilities, Licensee shall, at its sole cost and expense, submit to the City copies of the first page and signature page of all agreements purporting to grant Licensee the right to attach Licensee's Facilities to poles or other structures occupying the Public Rights-of-Way, or to install Licensee's Facilities in conduit occupying the Public-Rights-of-Way.

4.4 Plans, Specifications and Maps. No later than sixty days before beginning any construction or installation of Licensee's Facilities, Licensee shall, at its sole cost and expense, prepare and submit, together with payment of all required fees, all plans and specifications required by the City Engineer. Such submittals shall include detailed maps showing the planned construction, the size, the location, and number, and all other details, regarding the placement of the Licensee's Facilities proposed to be located on any Available Pole or in any portions of the

Public Rights-of-Way. The City Engineer shall exercise good faith efforts to review and act on such plans and specifications within forty-five days, but otherwise shall comply with the time periods required by Virginia Code § 56-484.29(A), as enacted by SB 1282. The City Engineer may impose such requirements as are necessary to protect the public health, safety, and welfare. The City Engineer may also require an alternate location for the Licensee's Facilities when the City Engineer reasonably determines that it is necessary to avoid conflict with public safety as well as other permitted uses in, or future public needs of, the Public Rights-of-Way in the vicinity of any Available Pole. The Licensee shall, at its sole cost and expense, submit traffic control plans related to installation of Licensee's Facilities, for approval by the City Engineer and such approval shall not be unreasonably withheld, delayed, or conditioned. The City Engineer may, at any time, inspect the attachment, installation, control, operation, maintenance, reattachment, reinstallation, relocation, removal, and replacement of Licensee's Facilities. The Licensee shall pay all fees required by this Agreement or the City Code, prior to the issuance of any permit for the installation and construction of Licensee's Facilities. All work within the Public Rights-of-Way shall be performed in compliance with all requirements of the City (and VDOT, if applicable) and the owner of the respective Available Poles, as the case may be, and all plans and permits approved and issued by the City (and VDOT, if applicable), respectively. The Licensee agrees that the City may require the Licensee to obtain generally applicable single use permits and pay generally applicable fees for such permits, pursuant to the City's rules and regulations, for the following activities that (i) involve working within the travel lane or require closure of a public right-of-way; (ii) disturb the pavement, shoulder, roadway, or ditch line; (iii) include placement on limited access rights-of-way; or (iv) require any specific precautions to ensure the safety of the traveling public or the protection of public infrastructure or the operation thereof.

4.5 Costs and Expenses Borne by Licensee. The Licensee shall bear all costs incurred by Licensee in connection with the Licensee's planning, design, construction, repair, modification, disconnection, attachment, installation, control, operation, maintenance, reattachment, reinstallation, relocation, removal, and replacement of the Licensee's Facilities. The Licensee shall be responsible for, and shall bear all costs of, any movement in, damage to, repair of, or deterioration of, Licensee's Facilities due to repair, maintenance and/or failure/collapse of any street or highway improvements, sanitary sewers, storm sewers and drains, water mains, gas mains, poles, aerial and underground electric and telephone wires, cable television facilities, and other telecommunications, utility or City-owned property, or any other improvements or works proximate to Licensee's Facilities. Licensee agrees to bear such costs regardless of whether or not such damage is directly or indirectly attributable to the installation, operation, maintenance, repair, or upgrade work on the Licensee's Facilities, unless the damage results solely from the negligence, willful misconduct, or breach of this Agreement by the City, its officers, employees, or agents.

4.6 [Reserved]

4.7 No Prior Rights; Undergrounding. Licensee has no prior rights for use of the Public Rights-of-Way with regard to future conversion or relocation of overhead to underground utilities, or the location of any City Facilities. Licensee has been advised and understands that various facilities, owned by the City and others, and located within the Public Rights-of-Way in the vicinity of Available Poles or upon such poles, may be subject to future undergrounding

requirements pursuant to the terms of this Agreement, the City Zoning Ordinance, the City Undergrounding Ordinance, all other applicable laws, and all VDOT requirements of whatever nature. In such instance, Licensee agrees to remove or relocate Licensee's Facilities subject to the procedures, time periods, and remedies established within Section 4.9.

4.8 Installation in Public Rights-of-Way. To the same extent required of all similarly-situated occupants of the Public Rights-of-Way, no equipment, facility or structure shall be installed by or on behalf of Licensee at any location in the Public Rights-of-Way, unless Licensee shall have first obtained all required permits and permissions and complied with all generally applicable City ordinances, regulations and policies, including but not limited to, all applicable provisions of the City Zoning Ordinance.

4.9 Improvements. The Licensee shall promptly modify, repair, replace, relocate, restore, remove, maintain, reattach, reinstall, underground, or refinish Licensee's Facilities, Public Rights-of-Way, street or highway improvements, or other City or third party facilities, including, without limitation pavement, streets, alleys, sidewalks, sewer pipes, water pipes or other pipes, located in the Public Rights-of-Way or any other public property, real or personal, belonging or dedicated to the City that are disturbed or damaged as a result of acts of Licensee or its agents in connection with the operation of the Licensee's Facilities ("Improvements"). If Licensee becomes aware of the need for any Improvements, Licensee shall promptly perform the Improvements, without awaiting notice from the City. No delay or lack of notice from the City shall excuse Licensee's failure to perform Improvements if Licensee is aware of the need for them. Licensee shall also promptly perform Improvements upon receiving notice from the City. All Improvements shall be performed at Licensee's sole cost and expense. If Licensee shall default, whether by not performing any Improvement, or by failing to perform the Improvement in accordance with the terms of this Agreement, the City may cure the default itself, and may charge to Licensee the reasonable cost the City incurs in curing the default; provided that, prior to performing any work to cure a default, the City 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. In addition, the foregoing 5-day and 30-day periods will be extended by the City Engineer for a reasonable amount of time if a cure of the default cannot reasonably be commenced, or the default cannot reasonably be cured, within such periods respectively, and Licensee has diligently pursued commencement of, or completion of, a cure during the applicable time period ("Cure Period"). Notwithstanding the provisions of this Section 4.9, if the City Engineer determines, in his sole discretion consistent with applicable law, that the failure to perform or complete any Improvement threatens the public health or safety, the City may commence the Improvement and assess its costs upon Licensee, as provided herein. Prior to commencing such work, the City shall make a reasonable effort to provide Licensee with telephonic notice and an opportunity to promptly perform or complete the Improvement itself. In the event Licensee is unable to, or otherwise fails to, promptly perform or complete the Improvement and the City performs the repair work, the City 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 City's reasonable costs and expenses incurred in performing the work.

4.9.1 Licensee shall promptly repave or resurface the Public Rights-of-Way in accordance with the then-current standards set forth by the City Engineer if there are any street cuts or other disturbances of the surface of the Public Rights-of-Way as a result of any Improvements.

4.9.2 Any costs assessed upon Licensee under Section 4.9 shall be paid to the City within 30 days of the assessment.

4.9.3 The obligation of the Licensee to promptly act at its sole cost and expense, the default and cure procedures, the time periods, and the City's right of self-help, all as set forth in this Section 4.9, shall apply to those matters addressed in Sections 3.5, 4.1, 4.7, 6.3, 6.4, and 6.5, as if such matters constitute "Improvements" as defined herein.

Section 5. Compensation.

5.1 License Fee. For any period during the Term in which the Licensee occupies any Available Pole, the Licensee shall pay the City an annual license fee as compensation for Licensee's occupancy and use of the Public Rights-of-Way (the "License Fee"). The amount of the License Fee for each Available Pole shall be fixed at $76.80 per attachment.

5.2 Administrative Fee. Upon the Effective Date, the Licensee shall make a one-time initial payment to the City of Seven Hundred Fifty Dollars ($750.00) (the "Administrative Fee") to defray the City's administrative costs incurred in connection with the negotiation and approval of this Agreement.

5.3 Form of Payments. Payments by the Licensee of all sums required to be paid to the City pursuant to this Agreement shall be paid by corporate check payable to "Treasurer, City of Alexandria, Virginia."

5.4 Payment Date; Reports. Each year, the Licensee shall submit to the City a report stating, as of the Computation Date, (i) the total amount of the License Fee due; (ii) the number of Available Poles occupied by the Licensee as of the Computation Date; and (iii) the License Fee for each individual Available Pole. The Report shall be due, and the License Fee shall be due and payable, no later than thirty (30) days after the Computation Date. The report shall be certified as accurate and complete by an authorized officer of the Licensee.

5.5 Late Fees. Payments not received by the City on or before the due dates as specified herein shall accrue interest at a rate of 10% per annum from the respective due dates. In addition, a late fee in the amount of ten percent (10%) of the amount due shall be imposed in the event a payment is not received by the City within thirty (30) days after the due date. Notwithstanding the provisions of this subsection, failure to make payments when due shall be a default of the terms of the Agreement, subject to the provisions of Section 10, "Termination and Default."

5.6 No Waiver. Acceptance by the City of any payment due hereunder shall not be deemed to be a waiver by the City of any breach of this Agreement. The acceptance by the City of any such payment shall not preclude or prohibit the City from thereafter establishing that a larger amount in fact was due, or from collecting any balance due to the City.

5.7 No Relief From Other Fees and Taxes. The fees required by this Section 5 shall be in addition to, and not in lieu of, all fees and taxes required by the City, and all other amounts Licensee may be required to pay the City by law, ordinance, or other agreement.

5.8 Maintenance of Books and Records. The Licensee shall keep accurate books of account, for the purpose of determining the fees due to the City. No less than annually and at City's request, City may require that Licensee provide a report, certified by an officer of Mobilitie, that provides sufficient information for City to confirm the accurate assessment of License Fees. Such report shall include an inventory of Licensee's Facilities subject to Licensee Fees.

Section 6. Maintenance, Removal and Relocation of Licensee's Facilities.

6.1 Limited Risk or Liability to City. The Licensee hereby acknowledges and assumes all responsibility, financial and otherwise, for the permitted use of the Available Poles and the Public Rights-of-Way, and the planning, design, construction, repair, attachment, installation, control, operation, maintenance, reattachment, reinstallation, relocation, removal, and replacement of the Licensee's Facilities, which shall be undertaken without risk to, or liability of the City, except that the forgoing shall not apply to any liability arising from the negligence, willful misconduct, or breach of this Agreement by City, its elected and appointed officials, officers, employees, contractors, and agents. All planning, design, construction, repair, attachment, installation, control, operation, maintenance, reattachment, reinstallation, relocation, removal, and replacement work shall be performed at Licensee's sole cost and expense and in accordance with applicable law, using City (and VDOT, if applicable) construction standards.

6.2 Maintenance of Licensee's Facilities. Licensee shall ensure that Licensee's Facilities are maintained at all times in a clean and safe condition and location, in good repair, and free of all material defects. Licensee shall use reasonable care at all times in installing, maintaining, relocating, removing, repairing, and replacing Licensee's Facilities. The planning, design, construction, repair, attachment, installation, control, operation, maintenance, reattachment, reinstallation, relocation, removal, and replacement of Licensee's Facilities shall be performed by experienced and properly trained maintenance and construction personnel by the above described standards and by commonly accepted methods and/or devices to reduce the likelihood of damage, injury or nuisance to persons or entities, including the public.

6.3 Removal/Relocation of Licensee's Facilities. If the City Engineer, in his reasonable discretion, determines that removal, relocation, or reconfiguration of any portion of the Licensee's Facilities is necessary, then the Licensee shall, at its sole cost and expense, remove, relocate, or reconfigure such portion of Licensee's Facilities subject to the procedures, time periods, and remedies established within Section 4.9. Should the public health, safety or welfare require, in the City Engineer's opinion, that the City undertake immediate maintenance,

repair or other action as to the Licensee's Facilities then the City may do so and the Licensee shall be responsible for all reasonable expenses. In such an emergency, the City Engineer may take the measures required by Licensee under this Section without prior notice to Licensee, provided that the City Engineer will (i) make reasonable efforts to provide prior verbal notice to the Licensee of such measures and (ii) provide written notice to Licensee within 10 days of City's taking such measures.

6.4 City Removal of Licensee's Facilities. If Licensee does not protect, temporarily disconnect, relocate, or remove Licensee's Facilities in accordance with the applicable procedures and time periods specified in Section 4.9, then, to the extent set forth in Section 4.9, the City may perform the same to the Licensee's Facilities and charge the Licensee for the reasonable cost thereof. Upon Licensee's request, and subject to Section 6.5, the City, by written notice to Licensee, City may approve the abandonment in place of specified Licensee's Facilities.

6.5 Abandonment of Licensee's Facilities. If any portion of Licensee's Facilities is out of service for a period of one (1) year or more, then Licensee shall promptly notify the City in writing of such fact and such Facilities shall be considered abandoned. Licensee shall promptly remove the Facilities at the Licensee's cost and expense subject to the procedures, time periods, and remedies established within Section 4.9, except that notice shall be deemed valid upon receipt by City. The Licensee shall comply with all requirements of any rules governing the abandonment of Licensee's Facilities that may be adopted by the City in accordance with Virginia Code § 15.2-2316.4(B)(6), as enacted by SB 1282.

6.6 Damage to Property. In exercising the permissions granted by this Agreement, the Licensee shall exercise the customary level of care to avoid causing damage to the Public Rights-of-Way and nearby real and personal property of the City and of third parties. The Licensee hereby assumes responsibility and the risk for all loss, expense, and liability arising out of any such damage. The Licensee shall make an immediate written report to the City Engineer of the occurrence of any such damage. The Licensee shall, within forty-eight (48) hours after occurrence, report to City, in writing, every incident or accident causing, or resulting in, property damage or any personal injury resulting from, or arising out of, any of the Licensee's activities or permissions under this Agreement. Such report shall contain the names and addresses of the persons and entities involved, a statement of the factual circumstances, the date and hour, the names and addresses of all witnesses, and other pertinent information required by the City pertaining to the incident or accident, where reasonably available.

6.7 Removal of Licensee's Facilities. The Licensee may remove any of the Licensee's Facilities at any time, subject to applicable City permitting requirements, if any.

Section 7. Insurance

7.1 Licensee, at its sole expense, shall obtain and maintain a policy of commercial general liability insurance, throughout the Term of this Agreement, providing coverage for claims arising from the exercise of the permission granted hereunder by City. Such insurance coverage shall have policy limits of not less than One Million Dollars ($1,000,000) annual

aggregate. The insurance policy and policy limits shall not operate as a limit of Licensee's liability to Licensor under this License, nor as a limit of Licensee's duty of indemnification hereunder.

7.2 Prior to the beginning of the Term, Licensee shall furnish City with certificates of insurance required by this Agreement, and indicating that the insurance is prepaid for a one year policy period. The policy shall provide, among other things, that the actions or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under the policy. No provision contained in this Agreement shall act as a waiver of any rights of subrogation of the Licensor's Self Insurance Program or Licensor insurance carrier(s). The insurance required to be carried by Licensee herein shall be with an insurance company licensed to do business in the Commonwealth of Virginia and rated not lower than A-X in the A.M. Best Rating Guide. Such insurance shall provide that the policy shall not be canceled or fail to be renewed without at least thirty (30) days' prior written notice to Licensor by certified mail, return receipt requested. Should the insurance company's policy not provide for notice of material change or reduction in coverage until thirty (30) days prior written notice has been given to the City, it shall be the responsibility of the Licensee to provide such notice. At Licensor's written request, an original of the policy (including any renewal or replacement policy) or a certified copy thereof, together with evidence satisfactory to Licensor of the payment of all premiums for such policy, shall be delivered to Licensor. Licensor, its elected and appointed officials, officers, employees, contractors, and agents shall be named as additional insureds under all coverage maintained by the Licensee hereunder and the certificate of insurance, or the certified policies must so state. If the policy requires an endorsement to add the indicated parties as additional insureds, the endorsement must accompany the certified policy and/or the certificate of insurance. Coverage afforded under this Section shall be primary as respects the Licensor, its elected and appointed officials, officers, employees, contractors, and agents. The following definition of the term "Licensor" applies to all policies issued under the License:

> "The City Council of the City of Alexandria, Virginia and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Alexandria, Virginia, or one in which controlling interest is vested in the City; or a Constitutional Officer of the City."

7.3 All insurance policies and certificates of insurance required of Licensee hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to Arlington County, Virginia." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of any standard ACORD certificates of insurance. Should the insurance company's policy not provide for notice of material change or reduction in coverage until thirty (30) days prior written notice has been given to the City, it shall be the responsibility of the Licensee to provide such notice.

7.4 Licensee shall maintain the types of coverages and minimum limits indicated below, unless the City Risk Manager approves a lower amount, in his sole discretion. These minimum amounts of coverage will not constitute any limitations or cap on Licensee's indemnification obligations under this Agreement. The City, its officers, agents, and employees make no representation that the limits of the insurance specified to be carried by Licensee pursuant to this Agreement are adequate to protect Licensee. If Licensee believes that any required insurance coverage is inadequate, Licensee will obtain such additional insurance coverage, as Licensee deems adequate, at Licensee's sole expense.

7.4.1. Commercial General Liability Insurance. $1,000,000 combined single-limit coverage with $2,000,000 general aggregate covering all premises and operations and including bodily injury, property damage, personal injury, completed operations, contractual liability, independent contractors and products liability.

7.4.2. Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

7.4.3. Workers' Compensation and Employer's Liability. Virginia Statutory Workers' Compensation coverage including Virginia benefits and employer's liability with limits of $500,000.

7.5 Prior to the City's execution of this Agreement and annually thereafter, Licensee shall furnish certificates of insurance and endorsements to the City.

7.6 Failure to maintain any of these insurance coverages, shall be deemed a default for purposes of Section 10.

7.7 City reserves the right to require, at any time, complete and certified copies of any or all certificates of insurance and endorsements.

7.8 Insurance coverage provided to the City as an additional insured shall be primary insurance and other insurance maintained by the City, its officers, agents, and employees shall be excess only and not contributing with the insurance provided pursuant to this Agreement. Licensee's insurance shall also waive any rights of subrogation against the City, its officers, agents, and employees as it pertains to the scope of this Agreement for any claims resulting from Licensee's work or service.

7.9 No acceptance or approval of any insurance by the City shall be construed as relieving or excusing the Licensee from any liability or obligation imposed by the provision of this Agreement.

Section 8. Indemnification and Bonds

8.1 The Licensee hereby agrees to indemnify, protect, defend (with counsel reasonably acceptable to the City), and hold harmless the City, its elected and appointed officers,

officials, employees, and agents, from and against any and all claims, demands, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, actions of any kind, and all costs and expenses including, without limitation, reasonable attorneys' fees and costs of defense caused by the negligence, willful misconduct, or breach of this Agreement by Licensee, except that to the extent that such damages or loss are caused by the negligence or breach of this Agreement by City, its elected or appointed officials, officers, employees, or agents.

8.2 The Licensee shall be liable to the City and to others for the acts and omissions of the Licensee's employees, agents, contractors, and subcontractors.

8.3 The Licensee waives all claims, demands, causes of action, and rights that Licensee may assert against the City, its elected and appointed officers, officials, employees, and agents on account of any loss, damage, or injury to any of the Licensee's Facilities, except to the extent caused by the negligent actions, willful misconduct, or breach of this Agreement of the City, its elected or appointed officials, officers, employees, or agents.

8.4 The City shall not be liable to the Licensee or to any other person or entity for any interruption in the Licensee's Services or for any interference with the operation of the Licensee's Facilities arising from the City's use of City Facilities or the Public Rights-of-Way or from any other action of the City, its officers, agents and employees, provided that the foregoing is not caused by the negligence, willful misconduct, or breach of this Agreement by the City.

8.5 In no event shall the City or any of its elected or appointed officials, officers, or employees be liable to the Licensee, or the Licensee or any of its employees, agents, contractors, and subcontractors be liable to the City, or shall any of the foregoing be liable to any third party, for any consequential, exemplary, special, indirect, punitive, reliance, incidental, or similar damages, including but not limited to any lost profits, data, savings, or revenues, arising out of, or in connection with, this Agreement or any other agreement the Licensee may have with any of its subscribers, whether under tort, contract, or other theories of recovery, even if a party has been advised of the possibility of such negligence or damages. This Agreement is for the benefit of the Licensee and the City and not for the benefit of any other party. No provision of this Agreement shall create, or be construed to create for the public or any member thereof, or any other person or business, rights as a third party beneficiary hereunder, or to authorize any person not a party to this Agreement to maintain a suit for damages of any sort pursuant to the terms or provisions of this Agreement.

8.6 Prior to commencement of any work under this Agreement, the Licensee shall furnish to City, as beneficiary, a bond in the form of a standby irrevocable letter of credit, issued by, and drawable upon (including via fax presentment), a bank in Northern Virginia or North Carolina, reasonably acceptable in form and substance to the City Manager or his designee, and reasonably approved, as to form, by the City Attorney, for the original face amount of Fifty Thousand Dollars ($50,000), securing the faithful performance by the Licensee of all of its obligations pursuant to this Agreement, including, but not limited to, timely payments, attachment, installation, control, operation, maintenance, reattachment, reinstallation, relocation, removal, replacement, and abandonment pursuant to this Agreement, or in fact, of the Licensee's Facilities, within the time periods and upon the terms set forth in this Agreement. Such letter of

credit shall continue from year to year and shall be in full force and effect at all times during the initial term of this Agreement and each extension thereof. The City Engineer, on behalf of the City, is authorized and may make draws upon such letter of credit if the Licensee has failed to faithfully perform any material obligation pursuant to this Agreement. Such obligations include, but shall not be limited to, costs and expenses incurred by the City, for which the Licensee is obligated to reimburse to the City. Upon any draw upon the letter of credit, the Licensee shall cause the letter of credit to be amended to replenish the letter of credit to the original face amount. Upon the termination or expiration of this Agreement, the letter of credit will be released upon Licensee's written request, after confirmation by the City Engineer that the Licensee's Facilities have been removed and all portions of the Public Rights-of-Way used by Licensee have been restored to their condition on the Commencement Date, wear and tear excepted. Such confirmation by the City Engineer shall not be unreasonably delayed, withheld, or conditioned. Any failure of the Licensee to maintain the original face amount of the letter of credit shall constitute a default of this Agreement.

Section 9. No Assignment; No Transfer

9.1 This Agreement and the permissions granted hereunder shall neither be assigned, transferred or sublicensed, in whole or in part, by the Licensee to any other person or entity, nor shall the Licensee allow any other person or entity to co-locate its facilities on or attach any type of equipment to the Licensee's Facilities, except as permitted by this Section 9. If the Licensee assigns, transfers or sub-licenses its rights under this Agreement in violation of this Section 9, or allows another person or entity to co-locate on or attach to the Licensee's Facilities in violation of this Section 9, then such act shall constitute grounds for termination by the City of this Agreement, pursuant to the relevant provisions of Section 10.

9.2 Notwithstanding the foregoing, City's prior express approval shall not be required for the transfer of rights and obligations under this Agreement from the Licensee to an Affiliate or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the City is located by reason of a merger, acquisition or other business reorganization provided that (i) the Licensee is not in default at the time of the assignment; (ii) the Licensee provides the City prompt written notice of the assignment or transfer; and (iii) such acquiring entity agrees to be bound by all of the terms and conditions of this Agreement.

9.3 Licensee also may, without prior consent from the City: (i) lease or sublease the capacity on Licensee's Facilities, or any portion thereof, to another person; (ii) grant an indefeasible right of use interest in the Licensee's Facilities, or any portion thereof, to another person; or (iii) offer to provide capacity or bandwidth in the Licensee's Facilities, or any portion thereof, to another person, provided however, that (i) Licensee shall at all times retain control over the Licensee's Facilities, and remain fully responsible for compliance with the terms of this Agreement; and (ii) all work in the Public Rights-of-Way shall be performed by Licensee or its contractors and no such lessee, sublessee, holder of an indefeasible right of use interest, or user of capacity or bandwidth shall have the right to install, modify, repair, replace, relocate, restore, remove, maintain, attach to, or perform any other work on the Licensee's Facilities in the Public Rights-of-Way.

Section 10. Termination and Default

10.1 This Agreement may be terminated by either party upon thirty (30) days prior written notice of a default ("Default Notice") of any provision hereof by the other party which default is not cured pursuant to the procedures, time periods, and remedies established within Section 4.9. If the default is a breach of this Agreement not pertaining to Section 4.9, the Agreement may be terminated 30 days after the receipt of Default Notice by the defaulting party, if the defaulting party has failed to commence to cure within such 30 day period or, upon commencing, has failed to thereafter diligently pursue such cure to completion. Subject to the rights of the owner of any applicable Available Pole, the City may remove any of the Licensee's Facilities, at the Licensee's sole cost and expense, for which no fees have been paid, after receipt of a Default Notice and expiration of the applicable cure period, or which remain attached to Available Poles for 60 days after the termination of this Agreement.

10.2 Any termination of this Agreement shall not release the Licensee from any liability or obligation hereunder that was accruing or had accrued at the time of termination, without limitation.

10.3 The Licensee shall remove all of the Licensee's Facilities, subject to the rights of the owner of any applicable Available Pole, at Licensee's sole cost and expense, within sixty (60) days after the expiration or earlier termination of this Agreement, unless a written agreement otherwise is executed between the City and the Licensee to abandon the Licensee's Facilities in place. The Licensee shall be responsible for repairs to any damage to the Public Rights-of-Way or City Facilities caused by such attachment, installation, control, operation, maintenance, reattachment, reinstallation, relocation, removal, and replacement of the Licensee's Facilities.

Section 11. Permits

Notwithstanding any provision in this Agreement to the contrary, the Licensee is not relieved of its obligation to obtain City (and VDOT as applicable) permits. This Agreement shall not be construed to entitle Licensee to receive any preferential consideration of any application for, or processing of, any City permit.

Section 12. Approval of Agreement by Licensor, Effective Date

This Agreement shall not become effective unless and until the City Council approves this Agreement and it is executed on behalf of the City ("Effective Date"). If this Agreement is not approved by the City Council and executed by an authorized person, then no liability whatsoever shall accrue to the City or Licensee and the City and Licensee shall have no obligations whatsoever to each other.

Section 13. Miscellaneous Provisions

13.1 Notices. All notices under this Agreement shall be in writing and, unless otherwise provided in this Agreement, shall be deemed validly given if sent by certified mail, return receipt requested, or via recognized overnight courier service, addressed as follows (or to any other address which the party to be notified may designate in writing to the other party by this notice method). All notices properly given as provided for in this section shall be effective upon receipt. The Notice addresses are:

LICENSEE: Mobilitie, LLC
Attn: Legal Department
660 Newport Center Drive, Suite 200
Newport Beach, CA 92660

With copies to:

Mobilitie, LLC
Attn: Asset Management
660 Newport Center Drive, Suite 200
Newport Beach, CA 92660

CITY: City Manager
301 King Street, Suite 3500
Alexandria, Virginia 22314

With copies to:

Office of the City Attorney
Suite 1300
301 King Street
Alexandria, Virginia 22314

Director, Department of Transportation & Environmental Services
301 King Street, Suite 4100
Alexandria, Virginia 22314

Should the City or the Licensee have a change of address, the other party shall immediately be notified of such change by the notice method provided in this section.

13.2 Non-Exclusive License; Co-location. Neither this Agreement nor the license granted hereunder is exclusive. Nothing in this Agreement shall be deemed to obligate the City to grant the Licensee permission to use any particular facility, property, or right-of-way not covered by this Agreement. No other person or entity shall be permitted to co-locate any facilities with Licensee's Facilities, except as permitted by Section 9.

13.3 No Precedent. This Agreement shall apply solely to the Licensee's Facilities, and shall neither apply to, nor establish any precedent for, any other agreements if the Licensee seeks to use any other City property or to provide any other type of service within the City.

13.4 Reservation of Rights. The permissions granted by this Agreement are granted based upon representations by Licensee that its rights under federal and state law authorize construction and operation of the Licensee's Facilities as described in this Agreement. The City and Licensee each reserve their rights, under both current law and any future changes in law, related to use of and payment of compensation for the Public Rights-of-Way and City Facilities.

13.4.1 Licensee shall not occupy, attach to or in any way use any City Facilities without entering into a separate written agreement acceptable to the City.

13.5 Benefit to Public. The Licensee acknowledges that the paramount use of the Public Rights-of-Way is for the benefit of the public at large. Licensee agrees that its use of the Public Rights-of-Way shall comply with all lawful and applicable federal, state and local laws, ordinances, permit requirements, regulations, orders, directives, rules and policies now in force or as hereafter enacted, adopted or promulgated. The City reserves the right to require the Licensee to move, remove, or modify the Licensee's Facilities at specific locations in the Public Rights-of-Way if required to conform to changes in the City's policies governing use of the Rights-of-Way or to avoid conflict with new City uses or facilities.

13.6 Role of the Licensor/Licensor Decisions; No Waiver. The City's execution of this License neither shall constitute, nor be deemed to be, governmental approval of any work or action permitted hereby, or for any other governmental approval or consent required to be obtained from the City. Without limiting the foregoing, the issuance by the City to the Licensee, or its contractors or agents, of any permit to perform work in the Public Rights-of-Way shall not be construed as permission by, or approval of, the City for any of the Licensee's proposed installation of Licensee's Facilities, unless all other applicable provisions of this Agreement have been first satisfied by the Licensee. Nothing in this License shall be construed to waive any of City's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Public Rights-of-Way or City Facilities, including, but not limited to the City's police power, right to grant or deny permits, right to collect taxes or fees, or any other power, right or obligation whatsoever. Waiver by the City of any breach or violation by the Licensee of any provision of this Agreement shall not be deemed to be a waiver by the City of any subsequent breach or violation of the same or any other provision of this Agreement by the Licensee.

13.7 No Waiver of Sovereign Immunity. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement nor any action taken by City pursuant to this Agreement, nor any document which arises out of this Agreement, shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the City, or of its elected and appointed officials, officers and employees.

13.8 Compliance with Laws. In addition to all requirements contained herein, in the exercise of the permission granted by this Agreement, the Parties shall comply with all lawful and applicable federal, state and local laws, ordinances, permit requirements, regulations, orders, directives, rules and policies now in force or as hereafter enacted, adopted, or promulgated.

13.9 Relationship of Parties. Nothing contained in this Agreement, nor any acts of the parties hereto, shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint-venture, or of any association whatsoever between City and Licensee other than that of licensor and licensee.

13.10 Severability. If one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial decision to be void, voidable, or unenforceable, then such provisions shall be deemed severable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining provisions of this Agreement.

13.11 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The courts of Alexandria, Virginia, shall be the proper fora for any disputes arising hereunder.

13.12 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof. There are no representations, agreements, or understandings, whether oral or written, between the parties relating to the subject matter of this Agreement, which are not fully expressed herein. All exhibits referred to in this Agreement are incorporated into this Agreement and shall be deemed a part hereof.

13.13 Amendments. This Agreement shall neither be amended nor modified except by a writing signed by authorized representatives of the City and the Licensee.

13.14 Authority. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the Licensee and the City, respectively.

13.15 Recitals. The Recitals are incorporated into this Agreement by reference.

13.16 Rights. This Agreement shall not limit any other rights or remedies available to the parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by duly authorized representatives of the parties on the dates written below.

CITY:

THE CITY COUNCIL OF ALEXANDRIA, VIRGINIA

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

APPROVED AS TO FORM:

By: _____
City Attorney

LICENSEE:

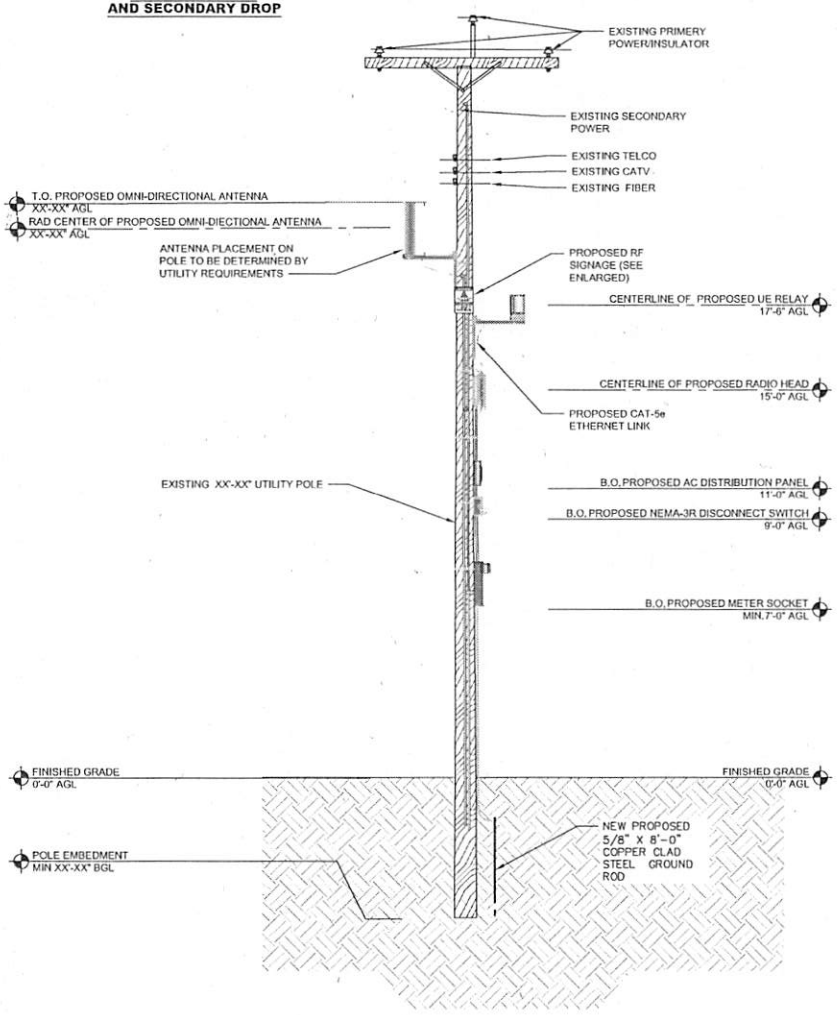
MOBILITIE, LLC

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

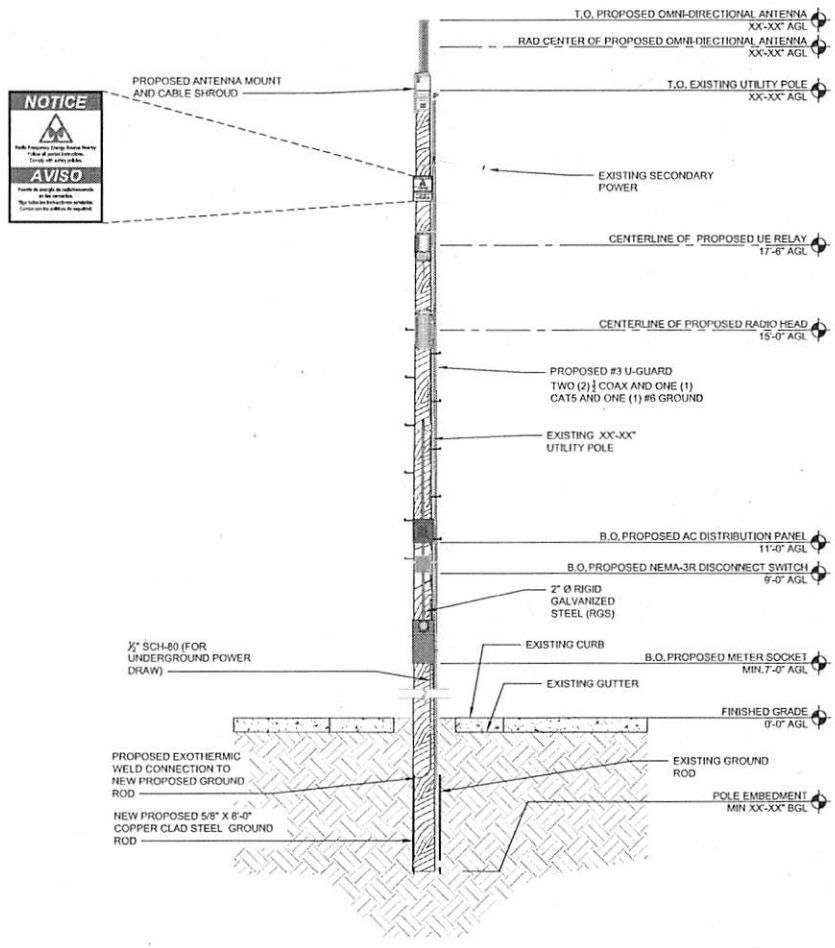
EXHIBIT A

DESCRIPTION OF APPROVED EQUIPMENT

UTILITY POLE WITH PRIMARY POWER AND SECONDARY DROP



UTILITY POLE WITH SECONDARY POWER



GENERAL NOTES

1. Mobilitie, LLC will follow all state and local codes.
2. NESC minimum requirements will be met or exceeded.
3. Installations will meet all RF emission compliances.
4. Mobilitie, LLC will conduct Intermodulation frequency analysis.
5. Installations and maintenance will be performed in compliance with OSHA standards.

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mobilitie

Management, LLC

SITE ACQUISITION

A&E SERVICES

DRAWN BY:	IM
DATE:	06/07/2016

REV	DATE	DESCRIPTION	BY
0	06/07/2016	EXAMPLE	IM

SHEET TITLE

PROPOSED ELEVATION DIAGRAM

SHEET NUMBER

1

EXHIBIT B

INSTALLATION SPECIFICATIONS

800 MHZ ALPHA WIRELESS ANTENNA W/ NOKIA RADIO-NOKIA GEMTEK UE RELAY

EQUIPMENT CHART			
QTY.	DESCRIPTION	DIMENSIONS (HxWxD)	WEIGHT
1	ANTENNA	47.2" X 11.2" DIAMETER	22 LBS
1	UE RELAY	24.62" X 7.87" DIAMETER	5.5 LBS
1	GPS	3.1" X 2.1" DIAMETER	0.3 LBS
1	RADIO	13.6" X 15" X 6.7"	37.5 LBS
1	AC DISTRIBUTION PANEL	9.25" X 9.5" X 3.81"	14 LBS

800 MHZ ALPHA WIRELESS ANTENNA W/ AIRSPAN RADIO- AIRSPAN UE RELAY

EQUIPMENT CHART			
QTY.	DESCRIPTION	DIMENSIONS (HxWxD)	WEIGHT
1	ANTENNA	47.2" X 11.2" DIAMETER	22 LBS
1	UE RELAY	13" X 7" DIAMETER	8.8 LBS
1	GPS	0.8" X 2.6" DIAMETER	0.3 LBS
1	RADIO	18.9" X 9.6 X 7.48"	38.14 LBS
1	AC DISTRIBUTION PANEL	12" X 12" X 4"	17 LBS

2500 MHZ ALPHA WIRELESS ANTENNA W/ NOKIA RADIO- NOKIA GEMTEK UE RELAY

EQUIPMENT CHART			
QTY.	DESCRIPTION	DIMENSIONS (HxWxD)	WEIGHT
1	ANTENNA	30.7" X 4.7" DIAMETER	7 LBS
1	UE RELAY	24.62" X 7.87" DIAMETER	5.5 LBS
1	GPS	3.1" X 2.1" DIAMETER	0.3 LBS
1	RADIO	9.7" X 12.9" X 6.3"	24.7 LBS
1	AC DISTRIBUTION PANEL	9.25" X 9.5" X 3.81"	14 LBS

2500 MHZ ALPHA WIRELESS ANTENNA W/ AIRSPAN RADIO-AIRSPAN UE RELAY

EQUIPMENT CHART			
QTY.	DESCRIPTION	DIMENSIONS (HxWxD)	WEIGHT
1	ANTENNA	30.7" X 4.7" DIAMETER	7 LBS
1	UE RELAY	13" X 7" DIAMETER	8.8 LBS
1	GPS	0.8" X 2.6" DIAMETER	0.3 LBS
1	RADIO	20.3" X 10.3" X 8.3"	42 LBS