

WIRELESS TELECOMMUNICATIONS FACILITY LICENSE AGREEMENT

This Wireless Telecommunications Facility License Agreement (“License”) is entered into as of the ____ day of October, 2021 (the “Effective Date”) by and between the Town of Purcellville, a Virginia municipal corporation acting by and through its Town Council, whose address is 221 S Nursery Avenue, Purcellville, VA 20132 (“Licensor”) and Wireless *EDGE* Towers II, LLC, a Delaware limited liability company, whose address is 38 West Market Street, Rhinebeck, New York 12572, as successor in interest to Wireless *EDGE* Consultants LLC (“Licensee”), a New York limited liability company whose address is 38 West Market Street, Rhinebeck, New York 12572.

W I T N E S S E T H:

WHEREAS, in order to increase cellular signal coverage and bandwidth, improve municipal communications, and maximize revenues, the Licensor sought proposals from qualified firms to install and manage a wireless communications facility with such management to include the solicitation, negotiation, and management of third-party licenses (each, a “Sublicense” and, collectively, the “Sublicenses”) for use of the Premises and Facility (each as hereinafter defined); and

WHEREAS, the Licensor’s request for proposals was issued on March 4, 2020, and was identified as RFP Number PW-2020-10 (the “RFP”); and

WHEREAS, the RFP identified a Licensor-owned property as the site for the telecommunications facility, located at 1001 S. 20th Street, Purcellville, Virginia 20132, consisting of approximately 41 acres more particularly described on Exhibit “A” attached hereto (the “Property”); and

WHEREAS, the Licensee responded with a successful proposal; and

WHEREAS, pursuant to the terms of this License, Licensor and Licensee have identified a suitable site within the Property for the construction and operation of a communications tower and associated equipment, whereupon the Licensor shall grant Licensee a license to occupy a portion of the Property as more particularly described on Exhibit “B” attached hereto (the “Premises”) to permit Licensee to develop the Premises as a wireless telecommunications facility; and

WHEREAS, in order to develop the Premises, Licensee shall construct a tower, as generally depicted on Exhibit “C” attached hereto (the “Structure”), as well as equipment sheds and related facilities and improvements with the capacity to accommodate a minimum of five (5)

WEC-VA-01
Purcellville

wireless carriers as well as Licensors' public service antennas (the Structure, together with the equipment sheds and related facilities and improvements, is hereinafter, collectively, referred to as the "Facility"); and

WHEREAS, Licensee intends to market portions of the Structure and Premises to wireless carriers and other telecommunications providers, and to enter into appropriate agreements with such carriers and providers to use the Structure and Premises; and

WHEREAS, Licensors desires to improve broadband wireless services throughout the Town of Purcellville and is requesting that Licensee assist the Town in accelerating wireless deployment by expediting development of the Facility and simultaneously marketing and developing additional Town-owned properties as identified in Exhibit "D" attached hereto (each, an "Additional Property" and, collectively, the "Additional Properties"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensors and Licensee hereby agree as follows:

1) Premises. Licensors hereby Licenses to Licensee the Premises and Licensee hereby Licenses from Licensors the Premises upon the terms and conditions contained in this License.

2) Term.

(a) The Initial Term of the License shall be forty (40) years (the "Initial Term"), commencing upon the date ("Commencement Date") that Licensee commences the actual construction of the Structure on the Premises. Upon commencing such construction, Licensee shall notify Licensors of the Commencement Date. In the event that Licensee fails to so notify Licensors of the Commencement Date, and such date cannot be definitively determined, the Commencement Date shall be deemed to be the date that is three (3) months following the receipt of all Governmental Approvals. Licensee shall not have the right to extend this License for any renewal terms without the written consent of Licensors, in its sole discretion (if any, a "Renewal Term"; the Initial Term and any Renewal Term are hereinafter referred to collectively as the "License Term").

(b) If Licensee elects not to exercise Licensee's right to renew the Term or any Renewal Term, as the case may be, Licensee shall notify Licensors, in writing, of Licensee's intention not to renew this License, at least six (6) months prior to the expiration of the then current term. Unless Licensee notifies Licensors, in writing, of its intention not to exercise a Renewal Term, such Renewal Term shall be deemed automatically exercised and this License shall continue pursuant to the terms hereof.

(c) If Licensee remains in possession of the Premises at the expiration of the License Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy that is part of the License Term and shall be governed under the terms and conditions of this License.

3) Rent.

(a) **Co-location Revenue Sharing:** Upon the Commencement Date and continuing through the License Term, Licensee shall pay to Licensor a portion of the amounts collected from wireless carriers or other sub-licensees using portions of: (a) the Structure; (b) the Premises; or (c) both, as specified in Section 6(c) below ("Co-Location Rent" or "Rent").

(b) **Startup Bonus:** In addition, Licensee shall pay to Licensor a one-time bonus payment of **Twenty-Five Thousand Dollars (\$25,000.00)** payable within ten (10) business days of receipt of all Governmental Approvals, including a building permit, to construct the facility.

(c) **Co-location Sublicense Bonus:** In addition, Licensee shall pay to Licensor a bonus payment of **Five Thousand Dollars (\$5,000.00)** for each Sublicense signed after the Anchor Co-locator (as hereinafter defined) Sublicense payable within thirty (30) business days of full execution of such Sublicenses. For purposes of this License, the "Anchor Co-locator" shall be deemed to be the initial co-locator to enter into a Sublicense at the Facility, or any co-locator that replaces such initial co-locator.

(d) **Structure Type Bonus:** In addition, if the Structure elected by the Licensor is non-stealth monopole (Brown or Galvanized monopole), Licensee shall pay to Licensor a one-time bonus payment of **Twenty Thousand Dollars (\$20,000.00)** payable within ten (10) business days of receipt of a letter of completion or certificate of occupancy, as applicable.

(e) Subject to Sections 5(d) and 5(e) hereof, Licensor acknowledges and agrees that the total compensation or remuneration which Licensor shall be entitled to charge and collect from Licensee, in any manner related to Licensee's use and operation of the Premises, shall be solely as set forth in Sections 3(a) through 3(d) above. In this regard, Licensor agrees that if the Licensor adopts any fees or taxes specifically targeted to wireless communications or wireless infrastructure, and such targeted fees or taxes are applicable to and assessed against Licensee, then the amount paid by Licensee for such targeted taxes and fees may be deducted, in the same year that they are paid, from the Co-Location Rent (as hereinafter defined). Licensee acknowledges that this agreement governs the relationship between Licensee and Licensor, and does not affect, or deduct from Co-Location Rent, any assessments, fees, or levies imposed by other taxing jurisdictions.

4) Permitted Use; Governmental Approvals; Construction.

(a) The Premises may be used by Licensee for the construction, maintenance and operation of the Facility for the transmission and reception of communications signals, including wireless communication purposes and uses incidental thereto. Licensee shall obtain all licenses, certificates, permits, authorizations or approvals from all applicable government and/or regulatory entities including, but not limited to all necessary building permits and certificates of occupancy (collectively, the "Governmental Approvals").

(b) Licensor hereby authorizes Licensee to prepare, execute, and file all required applications for the Governmental Approvals, subject to the approval of Licensor, not to be unreasonably withheld, conditioned or delayed. Subject to any delays of Licensor in its review of such applications, or requirements of applicable government and/or regulatory entities,

Licensee shall file all applications for Governmental Approvals within thirty (30) days of the execution of the Sublicense with the Anchor Co-locator. Licensee shall be responsible for vigorously and diligently defending on its behalf (but not representing Licensors) all Governmental Approvals granted for the Structure and Premises, including any approvals made by a board or commission of the Licensors, which are challenged by a third party in any administrative agency or court of law.

(c) Licensee shall have the right, at Licensee's expense, to conduct engineering tests, environmental tests, and all other feasibility studies necessary or desirable for Licensee's use of the Premises. Such testing by Licensee shall not unreasonably interfere with the operations of the Licensors at the Property.

(d) Upon obtaining all Governmental Approvals, Licensee shall have the right, at Licensee's expense, to construct and maintain the Structure on the Premises. In this regard, Licensee shall have the right to install, at Licensee's sole cost and expense, utilities and conduits necessary to service the Structure, to improve the present utilities on the Property, and/or install an emergency power generator on the Premises. All work by Licensee shall be performed in compliance with applicable laws and ordinances and shall be done in a fashion so as to minimize interference with the use of the area surrounding the Premises by Licensors and, upon completion of such construction, any area disturbed by the work, shall be restored to the condition it was in prior to the commencement of said work. Notwithstanding anything contained herein to the contrary, unless delayed by Force Majeure (as hereinafter defined), Licensee shall: (i) commence construction of the foundation of the Structure within three (3) months of receipt of the Governmental Approvals; and (ii) obtain substantial completion of the Structure within six (6) months of receipt of a building permit.

(e) Following the Effective Date, Licensee agrees to commence engineering, due diligence and initiate the FCC required screening with the National Environmental Policy Act (NEPA), with a goal to develop the Facility within ten (10) months of the Effective Date.

(f) Following completion of construction of the Structure, Licensee shall provide Licensors with "as-built" construction drawings.

(g) For a period of twelve (12) months following the Effective Date (the "Accelerated Marketing Period"), Licensee shall have the exclusive right to market and develop the Additional Properties identified in Exhibit "D" for use as wireless telecommunications facilities. The Accelerated Marketing Period may be extended at the sole discretion of Licensors. For each application by a wireless carrier acquired by Licensee for use of an Additional Property, Licensors and Licensee shall enter into a new license agreement (prior to any construction) in a form substantially similar to this License. Licensee acknowledges that all costs to market and develop the Additional Properties are the responsibility of Licensee and recognizes that this License does not constitute a commitment of, or authorization from Licensors with respect to the licensing of any particular property or group of properties owned by Licensors, and that the use of any property for commercial wireless telecommunication purposes shall be in the sole discretion of Licensors.

5) Access; Utilities and Taxes.

(a) Licensors hereby grants Licensee access to the Premises over, under and across the Property ("Access") twenty-four (24) hours per day, seven (7) days per week, for the purpose of ingress, egress, installation, maintenance and operation of the Structure and any associated utilities. The Access right granted herein shall automatically extend to all of Licensee's agents, representatives, contractors, invitees and vendors, as well as to all Sublicensees and their agents, representatives, contractors, invitees and vendors.

(b) Licensors access to the Premises shall be restricted as follows: (i) unless an emergency condition exists, all access shall be on reasonable notice to Licensee; (ii) Licensors shall take commercially reasonable precautions to ensure that no damage occurs to the Structure or other improvements or any of the property of Licensee or any Sublicensee during or as a result of such access; and (iii) Licensors shall promptly repair, to Licensee's reasonable satisfaction, any damage caused as a result of any such access.

(c) Licensee shall have the right, at its sole cost, to obtain from third parties, for itself and on behalf of its Sublicensees, sufficient utility services to the Premises, including, without limitation, electric service and telephone service. Subject to Licensors reasonable approval of the location and at Licensee's sole cost, Licensee shall have the right to install conduits, utility lines, related equipment and other items to connect the Premises to such utility services. At the time of such installation by Licensee, Licensee shall provide conduits and sufficient electrical capacity to allow Licensors to operate Licensors's public safety antenna systems at the Premises. Such installation by Licensee shall not unreasonably interfere with the operations of the Licensors at the Property. Licensee shall pay any charges to install utilities to the Premises, including emergency power generators, and shall pay all utilities charges for utilities consumed by Licensee at the Premises, and shall require all Sublicensees to be directly responsible for all utilities consumed by such Sublicensee. Licensors agrees to reasonably cooperate with Licensee to obtain any required local public utility easements, if necessary.

(d) Licensors hereby acknowledges and agrees that if Licensee is becomes obligated to pay to Licensors or any municipal agency or taxing authority under Licensors's jurisdiction any real estate taxes related to the Premises, the Facility, Licensee's use of the Premises or the Facility or any income or proceeds received by Licensee from the project contemplated by this License, then the amount paid by Licensee for such real estate taxes may be deducted, in the same year that they are paid, from the Co-Location Rent. Licensors represents that the Property is currently exempt from real estate taxes and, to the best of its knowledge, nothing contained herein will result in a change to such designation.

(e) Licensee shall pay any personal property taxes assessed on the Premises or Facility, as well as Business Professional Occupational License (BPOL) Tax and Business Tangible Personal Property (BPPT) Tax, as applicable. Licensee shall be entitled to have commercial (non-governmental) sublicensees reimburse Licensee for their proportional share of such taxes on the Premises, Structure and common use of the Facility.

6) Assignment and Subletting.

(a) Licensee may not assign this License without obtaining the prior consent of

Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Licensee shall have the right to assign this License, without the consent of Licensor: (i) to the purchaser or transferee of the Structure, provided that (x) the proposed assignment is for a legitimate business purpose, (y) the proposed purchaser shall have been engaged in business in the wireless industry for at least five (5) years and (z) the proposed purchaser shall have assets or net worth of at least Ten Million Dollars (\$10,000,000) at the time of the proposed transfer; or (ii) to a parent, affiliate, or subsidiary of Licensee, or an entity controlling, controlled by or under common control with Licensee. In the event Licensee assigns this License, Licensee shall give notice to Licensor within ten (10) business days of such assignment. Licensee's notice to Licensor shall specify the name and mailing address of the assignee. Upon assignment of this License as contemplated herein, Licensee shall be relieved of all obligations of this License.

(b) Licensee shall have the further right, to sublet the Structure and the Premises, in whole or in part, to wireless carriers ("co-locators") in accordance with the permitted uses of the Premises set forth in Section 4 above. Licensee shall give notice to Licensor each time Licensee enters into any such Sublicense. Licensee's notice to Licensor shall specify the name and mailing address of the Sublicensee. Licensee shall pay Licensor the rental income from Sublicenses as described in subsection 6(c) below. Licensee shall be responsible for all costs arising from marketing activities, acquisition of Sublicensees and the preparation and negotiation of legal Sublicense documentation. Licensee shall take commercially reasonable measures to ensure that each Sublicense provides as follows: (i) the Sublicense is subject and subordinate to the terms and conditions of this License; and (ii) if this License expires prior to the term of the Sublicense, the Sublicense shall automatically terminate upon termination or expiration of this License, unless the license is extended by Licensor.

(c) Licensee shall pay to Licensor the Co-Location Rent, which shall be the greater of (i) **Fifty Percent (50%)** of all amounts of Rental Income (as such term is hereinafter defined) received from all Sublicenses at the Facility, or (ii) **Twenty Thousand Dollars (\$20,000.00)** (the "Minimum Rent") per year (pro-rated for the first year and on the calendar year thereafter). Within sixty (60) days following the end of each calendar year, Licensee shall provide Licensor with a written statement detailing the Rental Income and Co-Location Rent for the prior twelve (12) month period and, in the event that the Co-Location Rent paid during the prior twelve (12) month period is less than the Minimum Rent, Licensee shall pay Licensor the difference between the Co-Location Rent paid and Minimum Rent, together with such statement. Co-Location Rent shall be paid to Licensor on a monthly basis based on actual Rental Income received. The term "Rental Income" as used in this License shall mean all amounts paid to Licensee by Sublicensees on the Premises, except that Rental Income shall expressly exclude (i) any amounts paid to Licensee to reimburse Licensee for costs incurred by Licensee caused by, at the request of or on behalf of, the Sublicensee, including, but not limited to, utilities, site improvements, conduits, taxes, assessments, security deposits, penalties and fines (including interest thereon) for violations of law by the Sublicensee and legal fees; (ii) any amounts paid to Licensee to reimburse Licensee for costs incurred by Licensee in entering into this License, obtaining the Governmental Approvals, or constructing the Structure and Premises; and (iii)

any initial fee to be charged by Licensee to each prospective Sublicensee to reimburse Licensee for costs, expenses and fees related to the submissions, installation design and site studies for such Sublicensee. In the event that any amount of Rental Income is received by Licensee in a month other than the month for which such Rental Income is due, Licensee will make appropriate adjustments in order to properly allocate such amounts to the proper month. Together with each payment of Co-Location Rent hereunder, Licensee shall provide Licensors with a written report detailing the gross revenue received from each Sublicensee for such period. Licensee agrees that it shall maintain sufficient records for Licensors to properly account for the revenues paid and received pursuant to this License, which shall be open to inspection and audit by Licensors. Licensee shall maintain any such records regarding the Premises and Facility for a period of at least five (5) years. Upon request, but no more than once annually, Licensors may conduct a formal audit of Licensee's records, including true and complete copies of amendments, restatements or modifications of this License and Sublicenses of the Premises. Licensors review of Licensee's records will be conducted at Licensee's offices at a date and time to be mutually agreed upon. In addition, upon request, Licensee shall provide copies of such records and other information as may be reasonably requested by Licensors.

(d) Licensee shall provide structural capacity and reserved space on the top mount of the Structure for Licensors's public service antennas. **At no cost to Licensors, Licensee shall install Licensors's antenna(s) and related equipment on the Structure and Premises, as applicable, promptly following the completion of the construction of the Structure. Licensee shall provide such space on the Structure and Premises to Licensors free of rent. Licensors shall be solely responsible for all costs to maintain Licensors's antennas. Licensee will provide suitable antenna mounts at the top of the Structure to accommodate Licensors's antennas and those of local public/emergency services. Concurrent with the initial installation of the tower, Licensee will install Licensors's antenna and lines at no cost. If required, Licensee shall procure and install a waveguide bridge, suitable site grounding, an available electric meter pan, and conduits to Licensors's equipment. Licensee shall provide all site civil and electrical improvements to accept the Licensors's antennas.**

(e) Licensors may not assign its rights or obligations under this License without the prior written consent of Licensee. Notwithstanding the foregoing, on written notice to Licensee, Licensors shall be entitled to: (i) assign its right to receive Rent; and (ii) sell the Property, provided that such transfer is for a legitimate business purpose and the purchaser agrees to assume all of Licensors's obligations hereunder. In the event of an assignment by Licensors in accordance with the terms hereof, Licensors shall be relieved of all obligations hereunder arising after the date of such assignment.

(f) If at any time after the Effective Date, Licensors receives a bona fide written offer from a third party seeking an assignment of (or otherwise seeking to acquire) the rental stream associated with this License (a "Purchase Offer"), Licensors shall immediately furnish Licensee with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects (a "Purchase Offer Notice"). Licensee shall have the right within thirty (30) days after it receives the Purchase Offer Notice to agree in writing to

match the terms of the Purchase Offer. If Licensee chooses not to exercise this right of first refusal or fails to provide written notice to Licensor within the thirty (30) day period, Licensor may assign the rental stream pursuant to the Purchase Offer subject to the terms of this License (including, without limitation, the terms of this Subparagraph 6(f), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Licensee's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Licensor shall re-offer to Licensee, pursuant to the procedure set forth in this Subparagraph 6(e), the assignment on the terms set forth in the Purchase Offer, as amended and the foregoing time periods and terms/conditions shall re-apply to the amended Purchase Offer. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the License; (ii) bind and inure to the benefit of, Licensor and Licensee and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this License without the necessity of any further written confirmation of said termination of this right of first refusal.

7) Maintenance, Repair and Removal. Licensee shall, at Licensee's expense, keep and maintain in good condition and repair the Premises and the Structure including ensuring that the Structure remains compliant with EIA/TIA-222, current revision, to the extent such standard remains applicable to wireless communications structures. In this regard, Licensee shall undertake to have the Structure inspected from the ground annually, in order to identify any maintenance issues. Licensee shall provide Licensor with a copy of any report or other inspection materials (each, an "Inspection Report") resulting from such inspection; provided, however, Licensee's failure to send any Inspection Report to Licensor shall not be deemed or considered to be a default hereunder, unless Licensee fails to send such Inspection Report within thirty (30) days of a request for the same from Licensor. Licensee shall install and operate the Structure in compliance with all applicable laws and ordinances to the extent that such compliance is required as a result of Licensee's use or occupancy of the Premises. Upon termination or expiration of this License, Licensor shall have the option of requiring that Licensee remove the Structure and all other installations made by Licensee at the Premises, including utility lines, at Licensee's cost. Whether or not Licensor requires the removal, of the Structure, the Premises shall be returned to Licensor in good, usable condition, reasonable wear and tear and casualty excepted. Notwithstanding the foregoing, in the event that Licensor requires Licensee to remove the Facility as contemplated herein, Licensor acknowledges and agrees that Licensee shall have no obligation to remove the foundation of the Structure beyond three (3) feet below grade. In the event that Licensor chooses to retain the Structure following the termination or expiration of this License, Licensee shall execute such transfer documents as shall be reasonably requested by Licensor. Licensee acknowledges that its obligations regarding the transfer or removal of the Facility shall survive the expiration or termination of this License.

Within thirty (30) days of the Commencement Date, at Licensors' option, Licensee shall either: (i) pay Licensors the sum of Seven Thousand Five Hundred Dollars (\$7,500); or (ii) provide Licensors with a removal bond, as security for Licensee's faithful performance of the removal obligations set forth in this Paragraph 7.

8) Default. Any of the following occurrences, conditions or acts shall be deemed a default under this License (a "Default"): (a) if Licensee fails to pay monetary amounts due under this License within ten (10) business days of its receipt of written notice that such payments are overdue; or (b) if either party fails to observe or perform any non-monetary obligations under this License and does not cure such failure within thirty (30) days from its receipt of written notice of breach; provided, however, that if such breach cannot be cured within said thirty (30) day period, the breaching party shall not be in Default if, within thirty (30) days, it commences efforts, and thereafter proceeds diligently, to cure such breach.

9) Termination.

(a) This License may be terminated by Licensors without any penalty or further liability, on thirty (30) days prior notice to Licensee at any time in the event that Licensee: (i) is in Default after notice and the expiration of any applicable cure period; (ii) has failed to construct the Structure within twelve (12) months following receipt of all Governmental Approvals to construct the Facility; (iii) has failed to enter into any Sublicenses of the Premises or the Structure within twenty-four (24) months following the Effective Date; or (iv) there is no Rental Income for a continuous period of twenty (24) months and there are no Governmental co-locators or Licensors antennas at the Facility. Notwithstanding the aforementioned, Licensors may not terminate this Agreement if: (i) Government Approvals have not been granted and Licensee is diligently pursuing such Government Approvals, or if Licensee has started construction and is diligently pursuing completion; or (ii) Licensee has received a bona fide application for a Sublicense and is actively negotiating the same.

(b) This License may be terminated by Licensee, without any penalty or further liability, on thirty (30) days prior notice to Licensors as follows: (i) if Licensee is unable to obtain in a timely manner any Governmental Approval necessary for the installation and/or operation of the Structure at the Premises, or any Governmental Approval is canceled, expires, lapses or is otherwise withdrawn or terminated, and cannot be renewed or re-obtained; or (ii) if Licensee determines the Premises are not appropriate for its operations for economic or technological reasons; or (iii) if Licensee is unable to occupy and utilize the Premises due to an action of the Federal Communications Commission including, without limitation, a take back of channels or change in frequencies; or (iv) if Hazardous Substances (as defined in Section 16) are or become present on the Property or Premises in violation of Environmental Laws (as defined in Section 16).

(c) For avoidance of doubt, in the event of a termination hereunder, each party shall remain responsible for all obligations accruing prior to the date of such termination.

10) Insurance and Subrogation.

- (a) Licensee shall maintain the following insurance during the License Term:
 - (i) general liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$1,000,000 per occurrence with a general aggregate limit of \$2,000,000.
 - (ii) workers' compensation insurance insuring against and satisfying Licensee's obligations and liabilities under the workers' compensation law of the state in which the Premises are located; and
 - (iii) if Licensee operates owned, hired or non-owned vehicles on or about the Property, comprehensive automobile liability insurance with a limit of not less than \$500,000 combined bodily injury and property damage.
 - (iv) an umbrella policy of \$5,000,000.

Each such policy (except workers' compensation) shall list Licensor as an additional insured and shall provide that it will not be terminated during the License Term or modified to affect the coverage required except after thirty (30) days prior notice thereof to Licensor.

(b) Licensee shall have the right to fulfill its insurance obligations under this paragraph by obtaining appropriate endorsements to any master policy of liability insurance that Licensee or its affiliates may maintain.

(c) Licensee shall, prior to commencing construction of the Structure and annually thereafter, furnish to Licensor certificates of insurance listing Licensor either as additional named insured or additional insured on a primary basis to the extent permitted by applicable insurance regulations.

(d) At all times during the License Term, Licensor will carry and maintain commercial general liability insurance on the Property, including any common area, in commercially reasonable amounts.

(e) Licensor and Licensee each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered or required to be covered by any property insurance required to be carried pursuant to this paragraph or any other property insurance actually carried by such party, provided that the party against whom relief is sought, has complied with the terms of this Section 10. Licensor and Licensee will cause their respective insurers to issue waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Structure or the Premises or the contents of either.

11) Hold Harmless. Licensee agrees to indemnify and hold Licensor harmless from any and all claims arising directly from the installation, use, maintenance, repair or removal of the Structure at the Premises, except for claims arising from the negligence or intentional acts of Licensor, its employees, agents or independent contractors. Licensor, to the extent permitted by law, agrees to indemnify and hold Licensee harmless from any and all claims arising out of the

negligence or intentional acts of Licensors, its employees, agents, or independent contractors in, on or about the Property, except for claims arising from the negligence or intentional acts of Licensee, its employees, agents or independent contractors. The provisions of this Section 11 shall survive the expiration or termination of this License.

12) Notices. All notices, requests, demands and other communications shall be in writing and shall be deemed given, (i) if personally delivered or mailed, upon delivery, or if (ii) by certified mail, return receipt requested, five (5) days after mailing, or if (iii) sent by overnight carrier, upon receipt, to the addresses for Licensors and Licensee stated below:

if to Licensors: Town of Purcellville
 221 S Nursery Avenue
 Purcellville, VA 20132
 Attention: David Mekarski, Esq.

with a copy to: Town of Purcellville
 221 S Nursery Avenue
 Purcellville, VA 20132
 Attention: Sally Hankins, Esq.

if to Licensee: Wireless *EDGE* Towers II LLC
 38 West Market Street
 Rhinebeck, New York 12572
 Attention: Tower Development

with a copy to: Corrigan, Baker & Levine, LLC
 140 Grand Street, 8th Floor
 White Plains, New York 10601
 Attention: Robert J. Levine, Esq.

13) Quiet Enjoyment, Title and Authority. Licensors represents, warrants and covenants to Licensee that (i) Licensors has full right, power and authority to execute this License and Licensors has taken all necessary action to approve this License and has authorized the signatories of this License to sign same; (ii) the Property is free and clear of any unrecorded covenants, restrictions, liens or mortgages which would interfere with Licensee's rights to or use of the Premises; (iii) no consents are required from any mortgagee, licensee or any other occupant of the Property with respect to Licensee's use of the Premises; (v) the execution and performance of this License will not violate any local laws, ordinances, covenants or the provisions of any mortgage, License or other agreement binding on Licensors. Licensors shall be responsible for any costs due to the failure of the Property to comply with all applicable local, state and federal laws, ordinances, codes, and regulations, unless such failure to comply is caused by Licensee. Licensors covenants that at all times during the term of this License,

Licensee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Licensee is not in Default after notice and the expiration of any applicable cure period. Except as specifically set forth in this License to the contrary, Licensor makes no representations or warranties regarding the Property

14) Casualty or Condemnation. If the Property or the Structure are destroyed or damaged so as in Licensee's reasonable judgment to substantially and adversely affect the effective use of the Structure, then Licensee may (within twelve (12) months) elect to terminate this License and in such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Licensee shall be entitled to the reimbursement of any Rent prepaid by Licensee. If Licensee elects to continue this License, then all Rent shall abate (to the extent that Licensee is not receiving rent for Sublicensees) until the Premises and/or Structure are restored to the condition existing immediately prior to such damage or destruction. In the event of a condemnation of all or any part of the Property, Licensee shall have the right to terminate this License if such condemnation disrupts Licensee's operation at the Property or renders the Premises unsuitable for Licensee's use. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises to a purchaser with the power of eminent domain, and such purchaser exercises such power, shall be treated as a taking by condemnation.

15) Waiver of Licensor's Lien; Financing. The Structure shall remain the exclusive property of Licensee. In this regard, Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Structure or any portion thereof, as well as and all other installations made by Licensee at the Premises, whether same are deemed real or personal property under applicable laws, and Licensor gives Licensee the right to remove all or any portion of same from time to time. Licensee may enter into a secured financing arrangement for which the Structure or this License is security, provided such an arrangement shall not impair or abridge the rights of Licensor under this License and such secured party agrees to be bound by the terms and provisions of this License from the time it succeeds to the interest of Licensee under this License.

16) Environmental Laws.

(a) As used herein, the term "Environmental Laws" shall mean any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term "Hazardous Substance" shall mean any toxic or hazardous waste, material, or substance that is regulated by Environmental Laws, including, without limitation, asbestos and petroleum products, and hazardous or solid wastes.

(b) Licensee and Licensor each represent, warrant and agree that it will conduct its activities on the Property in compliance with all applicable Environmental Laws. Licensor further represents, warrants and agrees that neither Licensor, nor to Licensor's knowledge, any third party, has used, generated, stored or disposed of, or permitted the use, generation, storage or

disposal of, any Hazardous Substance on, under, about or within the Property or Premises in violation of any Environmental Law.

17) Miscellaneous.

(a) This License shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

(b) This License constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this License must be in writing and executed by the party against whom enforcement is sought.

(c) Each party agrees to cooperate with the other in executing any documents (including a memorandum of License and/or easement agreement) in a form reasonably satisfactory to both parties necessary to protect its rights or use of the Premises. Licensee may record the memorandum of License.

(d) Licensee agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it on the Premises and will keep the Premises free and clear of all mechanics' liens on account of work done by Licensee or persons claiming under it. Licensee may contest the validity or amount of any such lien and may appeal any adverse judgment or decree, provided, however, that at the reasonable written request of Licensor, Licensee shall post a bond sufficient to remove such lien pending contest against the enforcement of the lien against Licensor. If Licensee shall default in paying any charge for which a mechanic's lien and suit to foreclose the lien have been filed, and shall not be taking appropriate actions to contest the validity or amount of such lien within ninety (90) days of the filing of such lien, Licensor may (but shall not be required to), after written notice to Licensee, pay said claim and the amount so paid shall be immediately due and owing from Licensee to Licensor, and Licensee shall pay the same to Licensor upon demand.

(e) This License and the rights and obligations of the undersigned parties shall be governed by and construed in accordance with the laws of the State where the Property is located without giving effect to principles of conflict of laws. The undersigned hereby irrevocably submit to the jurisdiction and venue of any State or Federal Court located in the State and County where the Property is located, over any action or proceeding arising out of any dispute between the undersigned, with respect to this License. The provisions of this Section 17(e) shall survive the expiration or termination of this License.

(f) The provisions of this License are severable. If a court of competent jurisdiction rules that any provision of this License is invalid or unenforceable, such provision shall be replaced by another provision which is valid and enforceable and most closely approximates and gives effect to the intent of the invalid or unenforceable provision. Furthermore, such ruling shall not affect the validity or enforceability of any other provision of this License.

(g) Any consent required hereunder shall not be unreasonably withheld, conditioned, or delayed.

(h) This License may be executed in any number of counterparts, any of which may be executed and transmitted by facsimile or other electronic method, and each of which shall be

deemed an original, but all of which together shall constitute one and the same instrument.

(i) No failure on the part of either party to exercise, and no delay in exercising, any right under the License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the License.

(j) A waiver of any right or remedy by either party at any one time shall not affect the exercise of such right or remedy or any other right or remedy by that party at any other time. In order for any waiver to be effective, it shall be in writing, signed by an authorized person or board, and be express and unequivocal and specify precisely the rights or remedies being waived. The failure of either party to take any action in the event of any breach by the other party shall not be deemed or construed to constitute a waiver of any of its rights or to otherwise affect the right of that party to take any action permitted by the License at any other time, in the event that such breach has not been cured, or with respect to any other breach.

(k) The rights and remedies provided in the License are cumulative and not exclusive of any remedies provided by law, and nothing contained in the License shall impair any of the rights of either party under applicable law, subject in each case to the terms and conditions in the License.

(l) Licensee shall provide Licensor with notice of any claims received by Licensee that are reasonably likely to materially and adversely affect the Facility.

(m) Force Majeure: Licensor and Licensee shall be excused from liability for the failure or delay in performance of any obligation under this License by reason of any event beyond such party's reasonable control including, but not limited to, Acts of God, fire, viruses, pandemic, epidemic, diseases, flood, explosion, earthquake, or other natural forces, war, civil unrest, any strike or labor disturbance. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. Notice of a party's failure or delay in performance due to force majeure must be given to the unaffected party promptly in writing thereafter but no later than five (5) days after its occurrence which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this License that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any party be required to prevent or settle any labor disturbance or dispute during such period.

(n) Except as expressly provided herein, this License is for the sole benefit of the parties and their permitted successors and assignees and nothing herein expressed or implied will give or be construed to give any person, other than the parties and such successors and assignees, any legal or equitable rights hereunder.

(o) Licensee represents and warrants to the Licensor, during the Term, as follows:

(i) Licensee is a limited liability company duly organized under the laws of the State of Delaware, is licensed to do business in the Commonwealth of Virginia and has all corporate power and authority necessary to perform its obligations hereunder. Licensee shall at all times during the term of this License be duly

organized and validly existing, and, to the extent required by applicable law, registered to do business in the Commonwealth of Virginia; and

- (ii) Licensee is in the business of and has substantial expertise in: (A) locating, permitting, licensing, constructing, and maintaining structures similar to the Structure, and (B) marketing such towers to, and contracting with, wireless carriers for long-term location on such towers.

(p) Notwithstanding any other provisions of this License to the contrary, nothing in this License, nor any action taken by Licensor pursuant to this License, nor any document which arises out of this License, shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Licensor, or of its elected and appointed officials, officers and employees.

(q) All of the “WHEREAS” clauses set forth above are hereby expressly incorporated by reference into this Agreement as if fully set forth herein at length and shall be binding upon the parties hereto.

IN WITNESS WHEREOF, the parties have executed this License as of the date and year first above written.

LICENSOR:

LICENSEE:

Town of Purcellville

Wireless *EDGE* Towers II, LLC

By: _____

Name: David A. Mekarski

Title: Town Manager

By: _____

Name: John E. Arthur

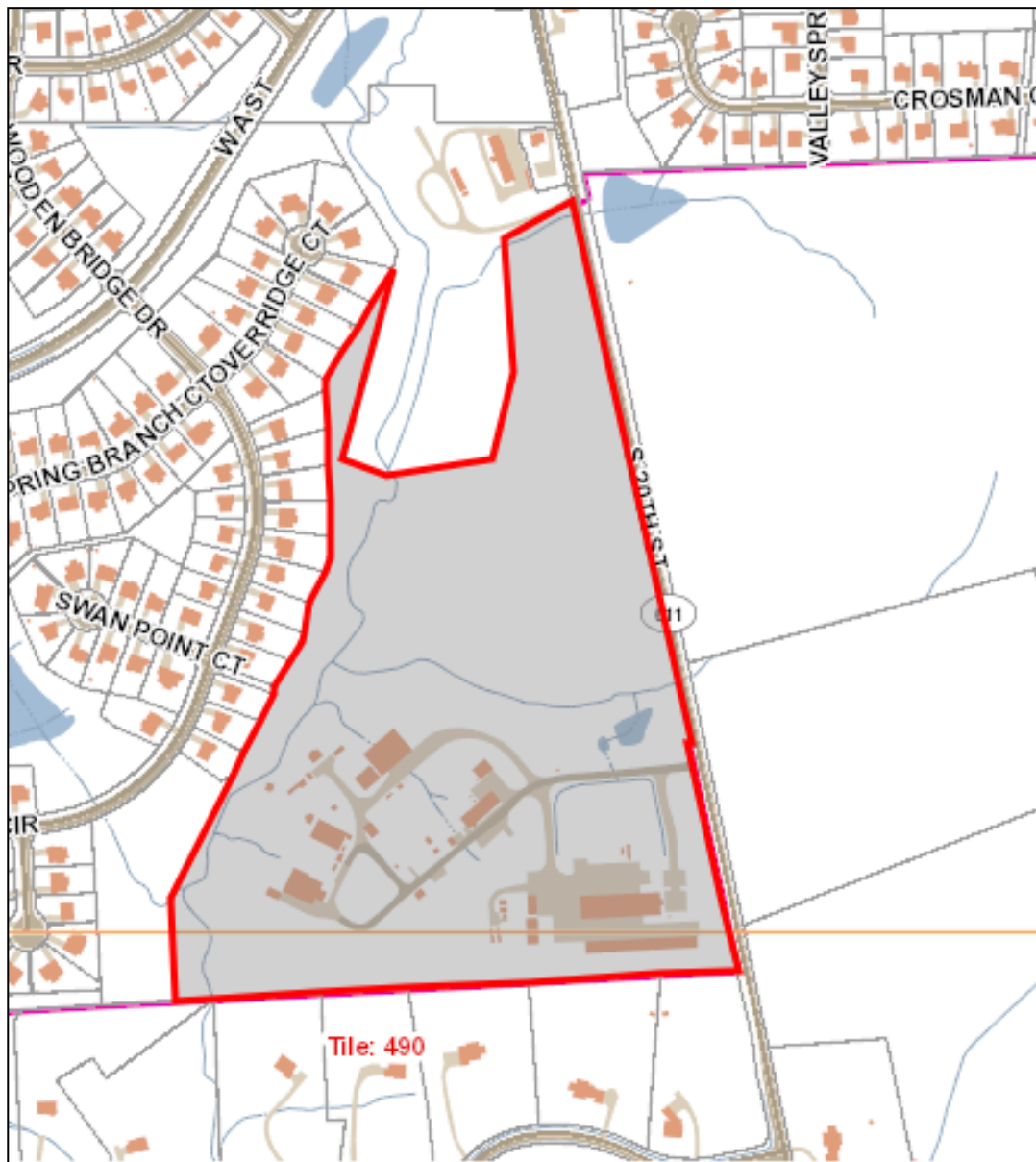
Title: President

[Signature Page To Wireless Telecommunications Facility License Agreement]

EXHIBIT A

Description of the Licensor's Property

That certain parcel of real property located in the Town of Purcellville, County of Loudoun, Commonwealth of Virginia, designated as Parcel ID 489182311000, and commonly known as 1001 S. 20th Street a portion of which property is more particularly shown on Exhibit B attached hereto.

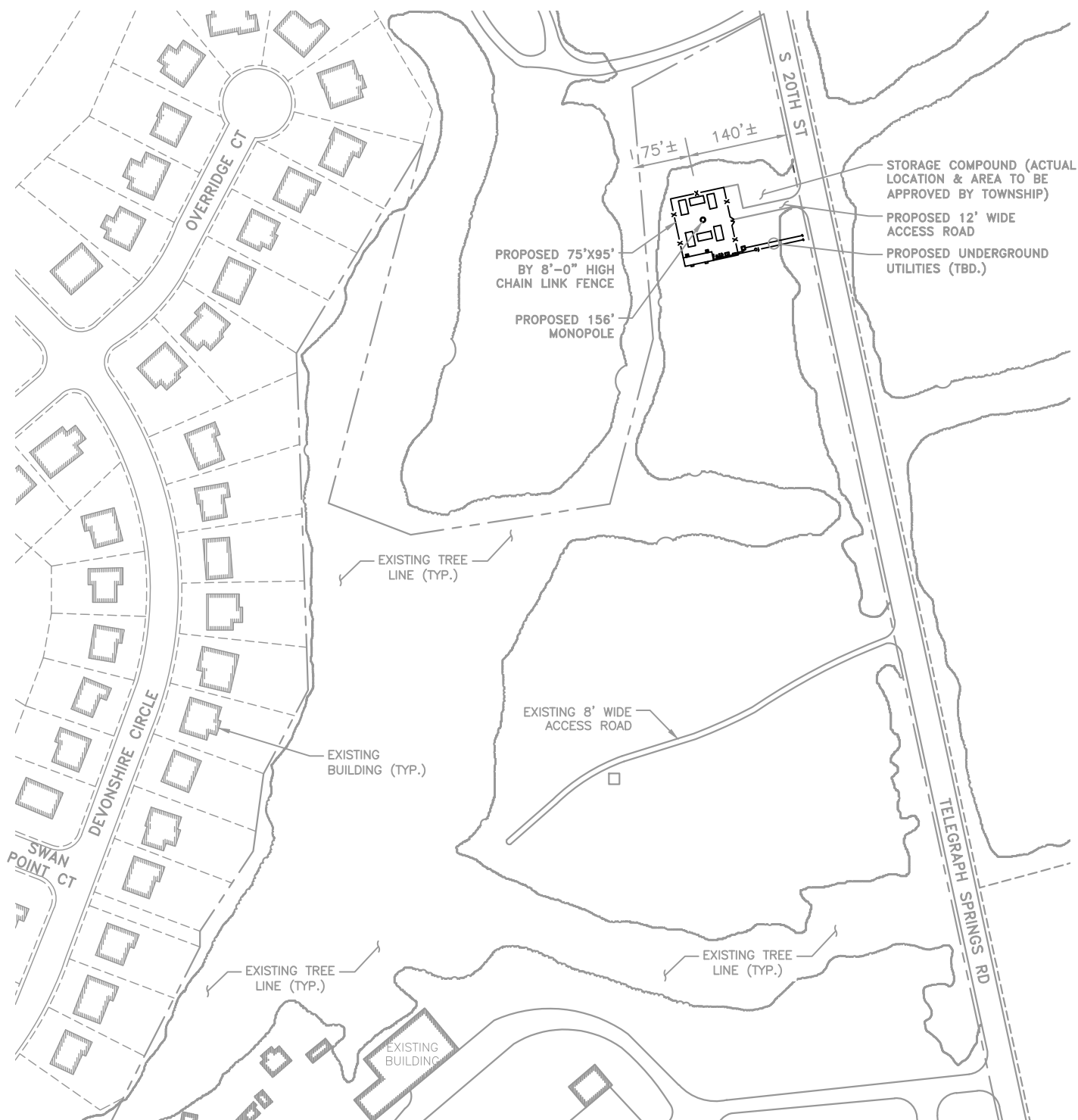


WEC-VA-01
Purcellville

EXHIBIT B

Description of the Licensed Premises

WEC-VA-01
Purcellville



1 SITE PLAN
LE-1 SCALE (8.5"x11"): 1"= 60'-0"



1825 W. WALNUT HILL LANE
SUITE 120
IRVING, TEXAS 75038



1362 MELLON ROAD, SUITE 140
HANOVER, MD 21076



US

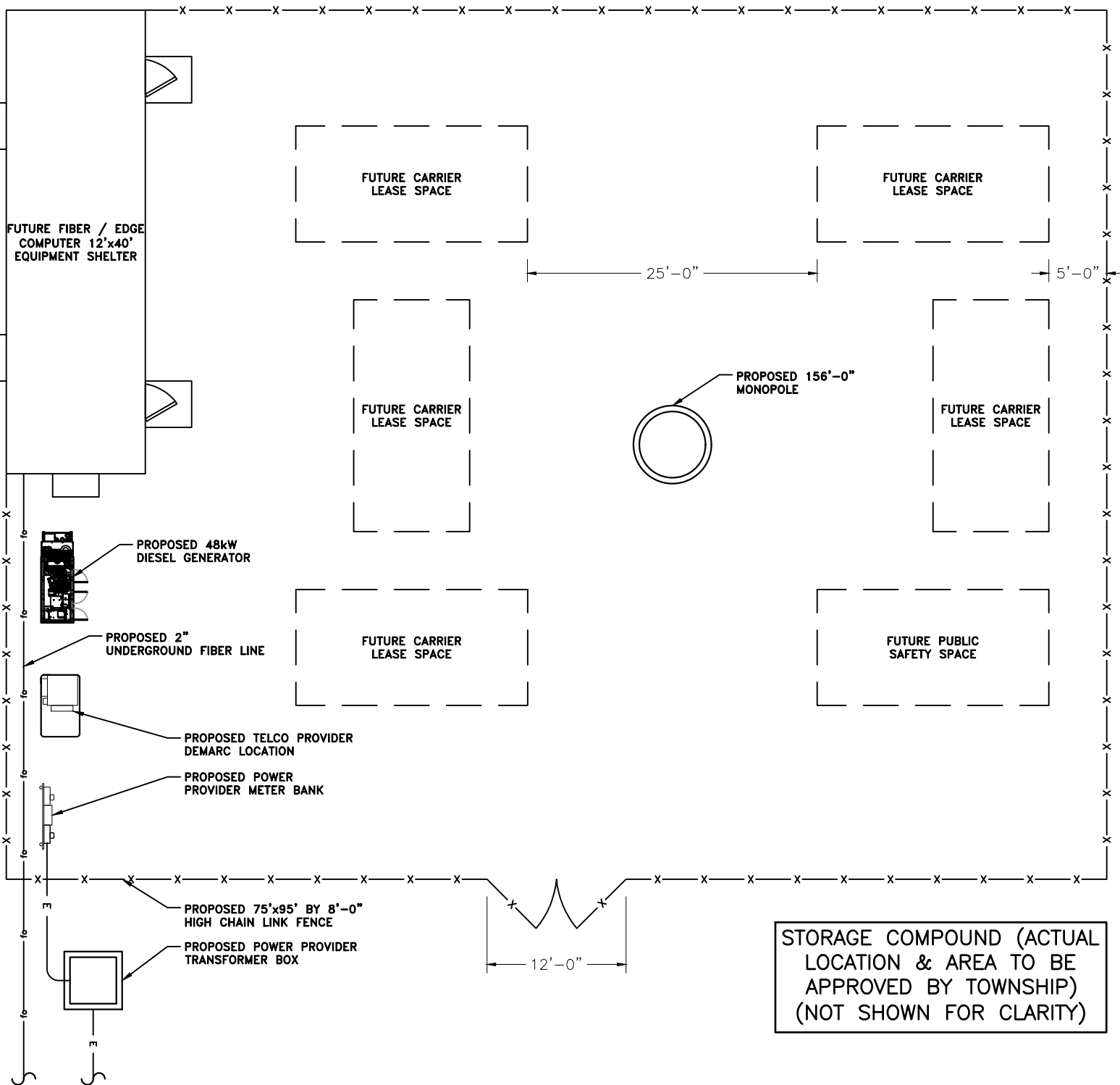
Wireless EDGE Towers

No.	Description	By	Date
A	PRELIMINARY	MKJ	10/02/20
B	CLIENT COMMENTS	MKJ	10/05/20
C	CLIENT COMMENTS	MKJ	10/08/20
D	CLIENT COMMENTS	MKJ	10/30/20
E	CLIENT COMMENTS	MKJ	09/13/21

TOWN OF PURCELLVILLE

1004 TELEGRAPH SPRING ROAD
PURCELLVILLE, VA 20132
LOUDOUN COUNTY

LEASE EXHIBIT
DRAWING #: LE-1



1
LE-2

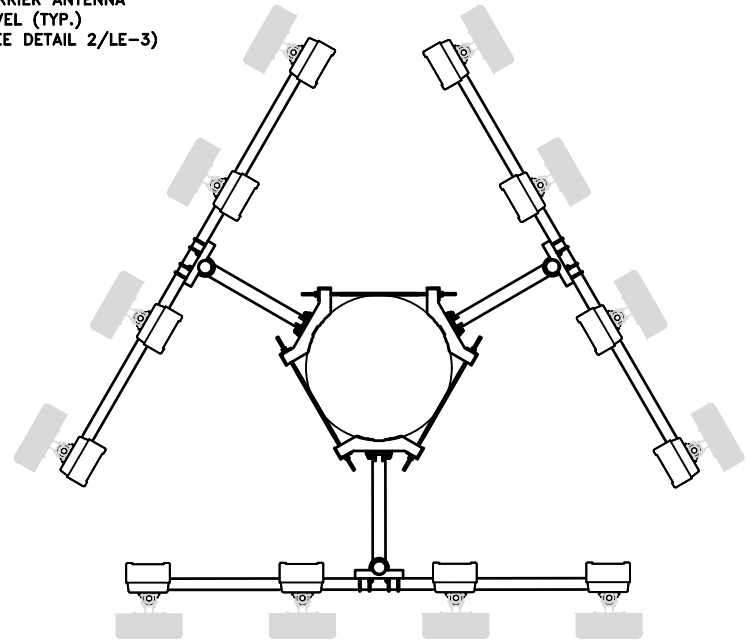
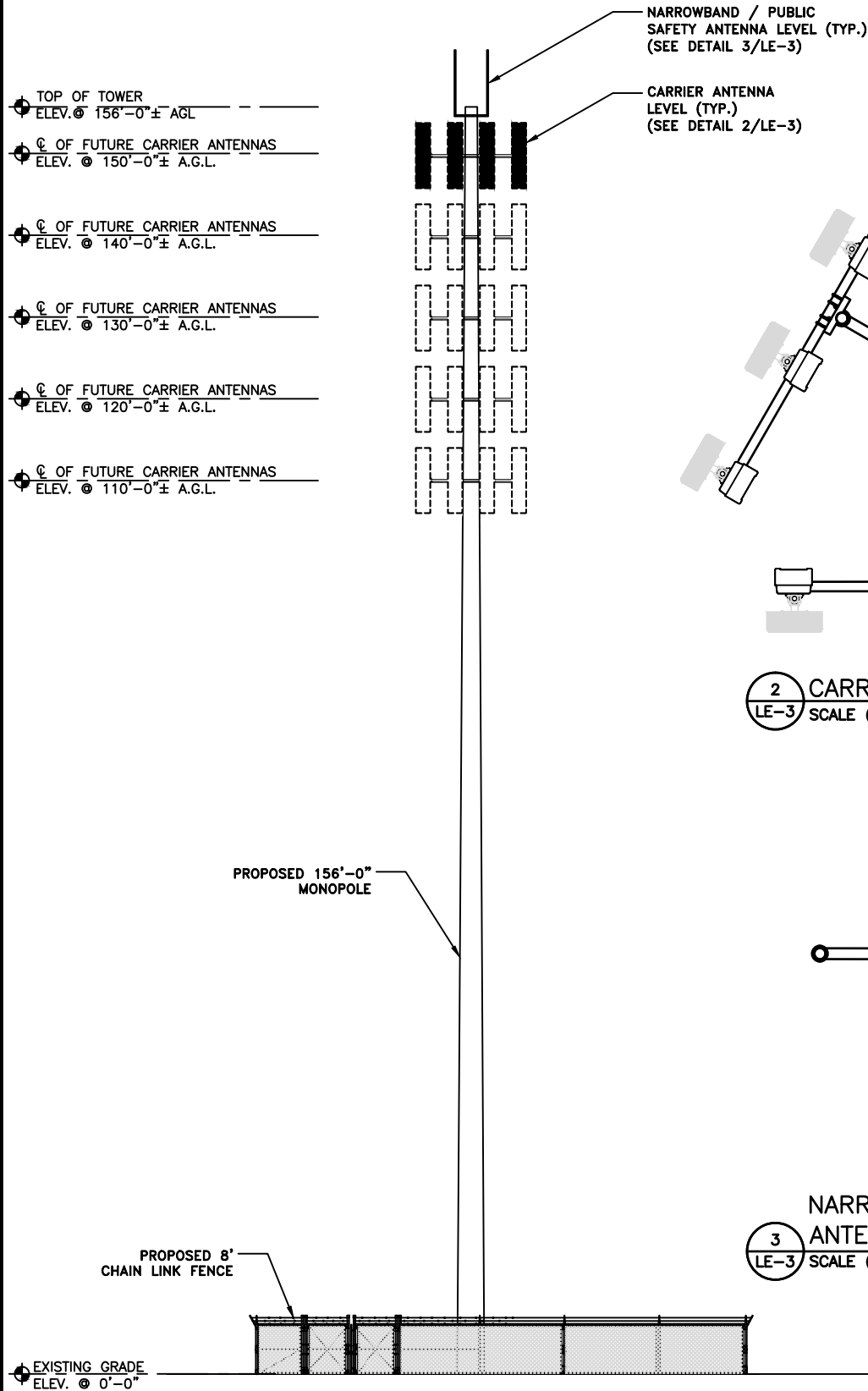
COMPOUND PLAN
SCALE (8.5"x11"): 1"= 12'-0"

No.	Description	By	Date
A	PRELIMINARY	MKJ	10/02/20
B	CLIENT COMMENTS	MKJ	10/05/20
C	CLIENT COMMENTS	MKJ	10/08/20
D	CLIENT COMMENTS	MKJ	10/30/20
E	CLIENT COMMENTS	MKJ	09/13/21

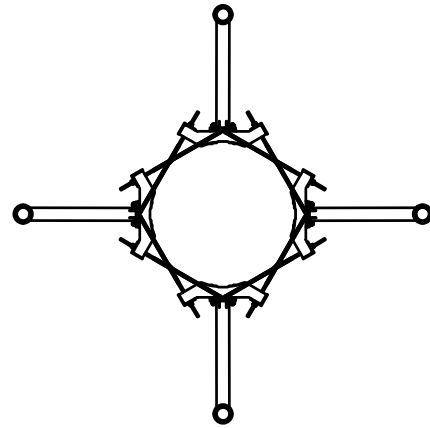
EXHIBIT C

The Structure

FOR ILLUSTRATION
PURPOSES ONLY



2 CARRIER ANTENNA LAYOUT (TYP.)
LE-3 SCALE (8.5"x11"): 1" = 5'-0"



3 NARROWBAND / PUBLIC SAFETY
ANTENNA LAYOUT (TYP.)
LE-3 SCALE (8.5"x11"): 1" = 5'-0"

1 ELEVATION
LE-3 SCALE (8.5"x11"): 1" = 20'-0"

Trylon
1825 W. WALNUT HILL LANE
SUITE 120
IRVING, TEXAS 75038

smartlink
1362 MELLON ROAD, SUITE 140
HANOVER, MD 21076

**Wireless
EDGE
TOWERS**

US
Wireless EDGE Towers

No.	Description	By	Date
A	PRELIMINARY	MKJ	10/02/20
B	CLIENT COMMENTS	MKJ	10/05/20
C	CLIENT COMMENTS	MKJ	10/08/20
D	CLIENT COMMENTS	MKJ	10/30/20
E	CLIENT COMMENTS	MKJ	09/13/21

TOWN OF PURCELLVILLE
1004 TELEGRAPH SPRING ROAD
PURCELLVILLE, VA 20132
LOUDOUN COUNTY

LEASE EXHIBIT
DRAWING #: LE-3

EXHIBIT D

Additional Properties

Additional Properties for marketing and development as wireless telecommunications facilities:

1. Purcellville Wastewater and Maintenance Facilities, 1001 S. 20th Street
2. Purcellville Water Treatment Plant, 16353 and 6383 Short Hills Road
3. Fireman's Field, 250 Nursery S Avenue
4. Water Tower property (planned) near Woodgrove High School

Licensor may amend this list by written notice to Licensee.

Note: Licensor makes no representations as to actual available areas on each Additional Property based on existing easements, restrictive covenants and planned Town uses.