

INTRODUCED: April 11, 2022

AN ORDINANCE No. 2022-113

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Sublicense Agreement between Cellco Partnership, doing business as Verizon Wireless, and the City of Richmond to allow Cellco Partnership, doing business as Verizon Wireless, to construct, maintain, and operate telecommunications equipment on an existing tower in Broad Rock Park located at 4827 Old Warwick Road.

Patrons – Mayor Stoney and Mr. Jones

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: APR 25 2022 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Sublicense Agreement between Cellco Partnership, doing business as Verizon Wireless, and the City of Richmond to allow Cellco Partnership, doing business as Verizon Wireless, to construct, maintain, and operate telecommunications equipment on an existing tower in Broad Rock Park located at 4827 Old Warwick Road. The Sublicense Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

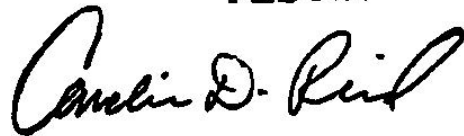
AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: APR 25 2022 REJECTED: _____ STRICKEN: _____

§ 2. This ordinance shall be in force and effect upon adoption.

A TRUE COPY:

TESTE:

A handwritten signature in black ink, reading "Carlin D. Reil". The signature is written in a cursive style with a large initial "C" and a stylized "R".

City Clerk



Intracity Correspondence

CITY OF RICHMOND**O&R REQUEST****DATE:** March 10, 2022**EDITION:** 1**TO:** The Honorable Members of City Council**THROUGH:** The Honorable Levar M. Stoney, Mayor**THROUGH:** Lincoln Saunders, Chief Administrative Officer**THROUGH:** Stephen M. Willoughby, Director
Department of Emergency Communications**FROM:** Jonathan Fetterman, Acting Program & Operations Manager
Department of Emergency Communications**RE:** To Authorize the Chief Administrator Officer to Execute a Sublicense Agreement Between the City of Richmond and CELLCO PARTNERSHIP d/b/a Verizon Wireless.**ORD. OR RES. No.** _____

PURPOSE: To authorize the Chief Administrative Officer to execute a sublicense agreement with CELLCO PARTNERSHIP d/b/a Verizon Wireless to permit Verizon Wireless to operate a telecommunications facility and associated equipment at 4827 Old Warwick Road (Broad Rock Park).

REASON: Verizon Wireless is looking to expand its service within the City to provide better coverage. This agreement results in additional revenue within the City.

RECOMMENDATION: Approval is recommended by the City Administration and the Department of Emergency Communications.

BACKGROUND: T-Mobile Tower's predecessor erected and established, and T-Mobile has operated, a telecommunications tower and an associated telecommunications compound (the "Facility") at 4827 Old Warwick Road (Broad Rock Park) pursuant to a 2020 ground lease with the City. Verizon Wireless wishes to co-locate at this location, via a sublicense agreement pursuant to the lease noted above. This sublicense would allow for Verizon Wireless to operate its telecommunications facilities at this location, and also bring the City additional annual revenue, including at minimum an initial rental

FISCAL IMPACT / COST: There will be some lease management responsibilities over the length of the agreement.

FISCAL IMPLICATIONS: This lease agreement will generate minimum revenue of \$110K over a five (5) year period, minus the 25% co-location fee.

BUDGET AMENDMENT NECESSARY: None

REVENUE TO CITY: A minimum of \$20,050 a year, adjusted annually at 3% (plus a one-time \$10,000 fee), is applied to Dept. of Emergency Communication's Tower Lease Special Fund revenue account.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: April 11, 2022

CITY COUNCIL PUBLIC HEARING DATE: April 25, 2022

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation Committee – April 19, 2022

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Department of Emergency Communications

RELATIONSHIP TO EXISTING ORD. OR RES.: Ord. 2020-196

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Lease Agreement, Lease Exhibit A

STAFF: Jonathan Fetterman, Acting Program & Operations Manager, Department of Emergency Communications - 646-1340

SUBLICENSE AGREEMENT

THIS SUBLICENSE AGREEMENT (this "Agreement") is made this ____ day of _____, 2021 (the "Effective Date") by and between the **CITY OF RICHMOND**, a municipal corporation of the Commonwealth of Virginia, hereinafter designated as City, and **CELLCO PARTNERSHIP** d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated as Cellco. City and Cellco are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

RECITALS

- A. City owns that certain real property known as Broad Rock Park, located at 4827 Old Warwick Road, Richmond, Virginia 23224, and shown on the Tax Map for the City of Richmond, Virginia, as Tax Parcel No. C0080224006T (the "Property"), as more particularly described in "Exhibit A," attached hereto and made a part hereof.
- B. Pursuant to that certain Lease, dated November 11, 2020, between T-Mobile USA Tower LLC and City (the "Lease"), City leased to T-Mobile a portion of the Property consisting of a 600-foot compound area for the installation and operation of a monopole communications tower (the "Tower") and related communications equipment (the "T-Mobile Leased Premises"). Pursuant to Section 13 of the Lease, T-Mobile granted to City the right to enter into sublicense agreements with third parties to install antennas and related communications equipment on the Tower and within the T-Mobile Leased Premises, subject to certain conditions
- C. Cellco desires to sublicense from City a portion of the T-Mobile Leased Premises (the "Sublicensed Premises," as defined herein) for the purpose of installing, maintaining, repairing and operating a communications facility.
- D. City is willing to sublicense the Sublicensed Premises to Cellco in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and covenants contained in this Agreement and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are incorporated in this Agreement by reference.

2.0 Definitions. Words, terms and phrases used in this Agreement shall have the meanings ascribed to them by the sections below, unless the context clearly indicates that another meaning is intended.

2.1 Access Route. "Access Route" means the access route incident to this Agreement, as further defined in paragraph 3.3 herein, and as shown on Exhibit ___, attached to and made a part of this Agreement.

2.2 Additional Facilities. "Additional Facilities" means below-ground utility wires, cables, conduits, pipes and other facilities appurtenant to the Communications Facility and necessary for its operation, all as described in Exhibit ___.

2.3 Business Day(s). "Business Day(s)" means that day that is neither a Saturday, a Sunday, nor a day observed as a legal holiday by the City of Richmond, Virginia, the Commonwealth of Virginia or the United States government.

2.4 City Council. "City Council" means the City Council for the City of Richmond, Virginia.

2.5 Commencement Date. "Commencement Date" means the first Day of the Initial Term, which shall be the latest in time of the following three dates: (i) the Effective Date, (ii) the Director's approval of the Submittals pursuant to subsection 6.1 below, (iii) the date Cellco is granted a building permit by the governmental agency charged with issuing such permits. If the latest in time of such dates falls between the 1st and 15th of any calendar month, the Commencement Date shall be the first Day of such month. If the latest in time of such dates falls between the 16th and the final Day of any calendar month, the Commencement Date shall be the first Day of the following calendar month.

2.6 Communications Facility. "Communications Facility" means dishes, antennas, receivers, cables, wires and other equipment, facilities and improvements Cellco installs and constructs on the Sublicensed Premises, all as shown on Exhibit ___, attached to and made a part of this Agreement.

2.7 Day(s). "Day(s)" means a calendar day, except that if any period of Days referred to in this Agreement shall end on a Day that is not a Business Day, then the expiration of such period shall be automatically extended until the end of the first succeeding Business Day.

2.8 Director. "Director" means the director of the City's Department of Emergency Communications.

2.9 Governmental Approvals. "Governmental Approvals" means all certificates, permits and other approvals that may be required by any federal, state or local authorities for Cellco to engage in the Permitted Use.

2.10 Hazardous Substances and Wastes. "Hazardous Substances and Wastes" means those hazardous substances and hazardous wastes as defined in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §§9601 et seq., respectively, and in any regulations promulgated thereto.

2.11 Indemnifiable Loss. "Indemnifiable Loss" means (i) any amount awarded in, or paid in

settlement of, any Proceeding, including any interest, (ii) any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, consultants' fees, experts' fees, and attorneys' and other professionals' fees and disbursements, and (iii) costs incurred in connection with any investigation or audit of site conditions and any remedial, removal, or restoration work required by any governmental authority.

2.12 Indemnified Parties or Indemnified Party means the City and all of its agents, employees, officers, volunteers, contractors, legal representatives, successors and assigns, and each of them.

2.13 Initial Term. "Initial Term" means the initial five (5)-Year term of the Sublicense, to begin on the Commencement Date.

2.14 Interference. "Interference" means material degradation, interruption or blockage of signals transmitted from or received on the Property, or acts which prevent or obstruct any party from maintaining its equipment on the Property.

2.15 Laws. "Laws" means (i) all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations; (ii) all restrictions of record, permits, and building codes, and; (iii) the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect.

2.16 Permitted Use. Permitted Use means the installation, repair, maintenance, operation, housing, removal, modification, and replacement of the Communications Facility and the Additional Facilities, and any portion thereof.

2.17 Plans. "Plans" means any illustrations and descriptions, as City may require, of work to be performed by Cellco or the Sublicensee Parties relating to the Communications Facility or the Additional Facilities.

2.18 Proceeding. "Proceeding" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

2.19 Sublicense. "Sublicense" means City's sublicense of the Sublicensed Premises to Cellco, pursuant to this Agreement.

2.20 Sublicense Fee. "Sublicense Fee" means the annual rent Cellco will pay City during the Term, as further defined in paragraph 5.1 below.

2.21 Sublicensed Premises. "Sublicensed Premises" means those portions of the Property City sublicenses to Cellco, including without limitation those portions of the Tower on which Cellco will install its Communications Facility, all as shown on Exhibit __.

2.22 Sublicensee Parties. "Sublicensee Parties" or "Sublicensee Party" means all officers, employees, agents, contractors, and subcontractors of Cellco, and each of them.

2.23 T-Mobile. "T-Mobile" means T-Mobile USA Tower LLC.

2.24 Term. "Term" means the duration of the Sublicense, to include the Initial Term plus all Term Extensions.

2.25 Term Extension. "Term Extension" means a five (5)-year period subsequent to the Initial Term for which this Agreement is renewed.

2.26 Year. "Year" means each period during the Term that begins on the Commencement Date or any anniversary thereof and ends twelve (12) months therefrom at 11:59 PM on the date, or any anniversary thereof, that immediately precedes the Commencement Date.

3.0 Sublicensed Premises; Access.

3.1 Sublicense. City hereby sublicenses to Cellco, and Cellco hereby sublicenses from City, the Sublicensed Premises, subject to the terms of this Agreement.

3.2 Permitted Use of Sublicensed Premises. Subject to the terms of this Agreement, Cellco will have the right during the Term to use the Sublicensed Premises only for the Permitted Use.

3.3 Access. Prior to the Commencement Date, Cellco may not enter or permit or arrange for another party's entry upon the Property for any reason related to this Agreement unless otherwise permitted by this Agreement. City grants to Cellco, for the duration of the Term, a non-exclusive Access Route benefitting the Sublicensed Premises along a twenty (20)-foot wide right-of-way extending from Old Warwick Road to the Sublicensed Premises for (i) ingress and egress to and from the Sublicensed Premises on foot or motor vehicle, and (ii) the installation and maintenance of any Additional Facilities to be located within the Access Route. Upon completing any work within the Access Route, including without limitation any installation and maintenance of the Additional Facilities, Cellco shall restore the Access Route to its prior condition. Except in cases of emergency, Cellco shall not enter upon or permit or arrange for another party's entry upon the Access Route or the Sublicensed Premises without obtaining prior consent from City, which consent City shall not unreasonably withhold, condition, or delay. Events in which such consent shall be deemed reasonably withheld shall include, without limitation, (i) failure by Cellco or any party seeking entry on Cellco's behalf to demonstrate it maintains the insurance policies described in Section 19 of this Agreement, and (ii) inability by a party seeking entry to demonstrate it is a Sublicensee Party. Cellco shall request consent from City by telephone at (804) 646-3211 at least twenty-four (24) hours in advance of the time of desired entry, which request must include the reason for Cellco's desired entry. Subject to the terms of this Agreement, Cellco shall be permitted to enter the Access Route and the Sublicensed Premises prior to the Commencement Date for the purpose of performing soil boring tests.

4.0 Term.

4.1 Initial Term. The Initial Term shall be for five (5) Years, to begin on the Commencement Date.

4.2 Renewal Terms. Subject to City's approval and (when applicable) T-Mobile's assent, and so long as Cellco is not in default beyond any applicable grace or cure period, Cellco shall have the option to renew this Agreement for five separate Term Extensions. Cellco shall notify City of its desire to exercise each Term Extension at least one hundred eighty (180) Days prior to expiration of the Term. The Director or their designee shall notify Cellco within sixty (60) Days after receipt of said notification whether the Director wishes to grant the requested Term Extension, but such Term Extension shall be subject to final approval by the City Council.

5.0 Rent.

5.1 Sublicense Fee; Payment Date; Escalation. Cellco shall pay City annual rent for the Sublicense in the form of the Sublicense Fee. The Sublicense Fee shall be TWENTY THOUSAND AND FIFTY AND 0/100 DOLLARS (\$20,050.00) for the first Year of the Initial Term, which Cellco shall pay City within ten (10) Days following the Commencement Date. Concurrently with this payment, Cellco shall remit to City a one-time payment in the amount of TEN THOUSAND AND 0/100 DOLLARS (\$10,000.00) as additional rent. For each remaining Year of the Initial Term, Cellco shall pay City, on each anniversary of the Commencement Date, a Sublicense Fee equal to one hundred three percent (103%) of the Sublicense Fee in effect for the prior Year.

5.2 Method of Payment. Cellco shall remit each Sublicense Fee payment to the City of Richmond Department of Emergency Communications at the following address:

City of Richmond
Department of Emergency Communications
3516 N. Hopkins Road
Richmond, Virginia 23224
Attn: Director

Upon written agreement of the Parties, Cellco may pay the Sublicense Fee by electronic funds transfer, in which event City will provide bank routing information to Cellco for such purpose.

5.3 Sublicense Fee Upon Renewal. Upon any renewal of this Agreement, the Sublicense Fee for the first Year of any Term Extension shall be 103% of the Sublicense Fee for the prior Year and shall be due and payable on the anniversary of the Commencement Date in the calendar year this Agreement is renewed. The Sublicense Fee for each subsequent Year of any such Term Extension will be due on each anniversary of the Commencement Date and will escalate yearly at the same rate set forth in paragraph 5.1 above.

6.0 Improvements; Ownership.

6.1 Submittals Prior to Construction and Installation. Unless otherwise permitted by this Agreement, Cellco may not perform any construction, installation, or other work on the Property, including construction of the Communications Facility and Additional Facilities and any modification thereto or replacement or removal thereof, until it has submitted each of the below-

enumerated items in this paragraph 6.1 (the "Submittals") to the Director and subsequently received written approval of the Submittals from the Director or his designee, which approval the Director shall not unreasonably withhold, condition, or delay:

- (i) the Plans;
- (ii) evidence of issuance to Cellco of all Governmental Approvals required for construction, installation and operation of all items included in the Plans;
- (iii) certification by a professional engineer licensed in the Commonwealth of Virginia and primarily experienced with the design and operation of communication equipment, antenna support structures, and antennas that the non-ionizing electromagnetic radiation emitted from the Communications Facility and any related facilities and structures will not result in a level of exposure at any point beyond the outer limits of the Sublicensed Premises that exceeds the lowest applicable exposure standards established by any regulatory agency of the United States government or by the American National Standards Institute;
- (iv) assurances by an expert in the field of telecommunications technology, through production of an intermodulation study, that the Communications Facility and any related facilities and structures will not interfere with or otherwise restrict the use and effectiveness of any telecommunication system operated by T-Mobile or the City, including but not limited to City's emergency communications system.
- (v) a structural analysis report detailing (i) the effect of the load imposed by such constructed or installed facilities upon any structures owned by City or T-Mobile, which report shall be performed by a structural engineer licensed in the Commonwealth of Virginia and (ii) any other related information the Director may require.

Cellco must deliver the Submittals to the Director at least ninety (90) Days in advance of performing any work on the Property. Cellco acknowledges that City's approval of any Plans and any structural analysis report as described above is subject to approval of same by T-Mobile.

6.1.1 Termination. City may terminate this Agreement in the event Cellco, within thirty (30) Days following the Effective Date, fails to submit (i) the Plans for full build-out of the Communications Facility and the Additional Facilities and (ii) all other Submittals. Cellco acknowledges that City is obligated to terminate this Agreement or otherwise deny Cellco permission to modify or replace its equipment on the Tower in the event T-Mobile reasonably determines, upon review of the Submittals, (i) there is insufficient capacity on the Tower for Cellco's equipment, or (ii) Cellco's communications equipment will cause interference with the operation of T-Mobile's communications equipment.

6.2 Maintenance and Repair of Improvements; Changes to Improvements. Cellco, without submitting any of the items described in paragraph 6.1 above unless required by the Laws, may maintain and repair the Communications Facility and the Additional Facilities or any part thereof. Following the Effective Date, Cellco acknowledges that any change made to the

Communications Facility or the Additional Facilities as each are shown in the original attachments to this Agreement will require new attachments to this Agreement.

6.3 Ownership of Improvements. The Communications Facility and the Additional Facilities shall be and remain the property of Cellco, and City's equipment shall be and remain the property of City.

7.0 Utilities. Cellco shall be responsible for and pay all costs and charges for utilities in connection with Cellco's occupancy of the Sublicensed Premises, including but not limited to water, sewer, electricity, telephone, trash removal and other utility services. Cellco shall obtain such services in its own name and timely pay all charges directly to the provider. City shall not be responsible or liable for any interruption in such services, nor shall such interruption affect the continuation or validity of this Lease.

8.0 Interference.

8.1 Generally.

8.1.1 Obligations of Cellco. Cellco agrees that the type and frequency of the Communications Facility and Additional Facilities, as well as the installation and operation and any modification thereof, will not cause Interference, as may be measurable in accordance with then existing industry standards and any applicable Laws, to any equipment of City, T-Mobile, or other tenants of the Property that existed on the Property prior to the Commencement Date. In the event Cellco's equipment causes such Interference, and after City has notified Cellco of such Interference, Cellco will take all commercially reasonable steps necessary to correct and eliminate the Interference, including but not limited to, at Cellco's option, powering down such equipment and later powering up such equipment for intermittent testing. In the event Cellco fails to correct and eliminate such Interference within thirty (30) Days from receipt of notice thereof, the City may terminate this Agreement. Cellco acknowledges and agrees that in the event some or all of its Communications Facility results in Interference with T-Mobile's use of its equipment on the Property, City must terminate this Agreement as it relates to that portion of the Communications Facility causing such Interference.

8.1.2 Obligations of City. Beginning on the Effective Date, City will not knowingly enter into any sublicense agreements permitting another party's use of communications equipment on the Tower which would cause Interference with the Communications Facility. In the event of such Interference, and upon notification to City of such Interference by Cellco, City will notify the party causing the Interference and direct such party to correct and eliminate the Interference.

8.1.3 Remedies. The Parties acknowledge there will not be an adequate remedy at law for noncompliance with the provisions of this subsection 8.1, and therefore either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

8.2 Interference with City of Richmond Emergency Communication Center.

8.2.1 Cellco to Cease Operations; Notice. Notwithstanding anything to the contrary in paragraph 8.1 above, in the case that Interference caused by Cellco disables operating public safety communication systems owned by City, Cellco shall immediately cease and desist operations, or modify operations such that Interference to the public safety systems is abated, once it has received notice that its equipment is known to be a significant contributor to such Interference. City will notify Cellco of such Interference at the telephone number listed in paragraph 8.3 below, and City will provide Cellco prompt cooperation and assistance in eliminating such Interference. All proposed methods of testing for and eliminating such Interference shall be subject to approval of City's technical staff or consultant, which approval City will not unreasonably withhold, condition or delay.

8.2.2 Time to Correct. If Cellco's Interference to the City's public safety communication systems is limited to a specific number of channels representing less than 10% of the total capacity of the system affected, Cellco shall correct such Interference within 168 hours of receipt of notice. If Interference by Cellco affects between 11% and 25% of the total capacity of the City's public safety communications systems, Cellco shall correct such Interference within 72 hours from its receipt of notice thereof. If Interference by Cellco affects more than 25% of the total capacity of the City's public safety communication systems, Cellco shall immediately power down the Communications Facility and cease and desist its operation thereof, and Cellco shall not renew such operation until Cellco and City reasonably agree that per the results of intermittent testing of the Communications Facility, the renewal of operation thereof will not result in Interference to the City's public safety communication systems. Notwithstanding the terms of Section 22 below or anything to the contrary in paragraph 8.1 above, if Cellco fails to correct its Interference within the timeframes set forth in this paragraph, City may correct such Interference at no expense or liability to City, and Cellco shall reimburse City for the cost thereof.

8.3 Emergency Condition. Upon discovery by either City or Cellco of an emergency condition, including Interference or damage, in or affecting equipment belonging to either Party, the Party discovering the emergency condition shall notify the other by telephone at the following twenty-four (24) hour response numbers:

City
City of Richmond Emergency Communications Supervisor
(804) 646-5110

Cellco
(800) 852-2671

9.0 Compliance With Laws; Governmental Approvals; Liens

9.1 Compliance With Laws. During the Term, Cellco shall, in respect to the condition of the Sublicensed Premises and the Access Route and its use thereof, comply at its sole cost and expense with all applicable Laws, including but not limited to all building codes requiring modifications to the Sublicensed Premises by Cellco due to Cellco's construction, installation, and use of the

Communications Facility and the Additional Facilities. Cellco further agrees to not allow any use or occupation of or entry upon the Sublicensed Premises or the Access Route in violation of the Laws, nor to suffer any act done or the existence of any condition on the Sublicensed Premises or the Access Route or any portion thereof, or any article to be brought thereon, which may be dangerous (unless safeguarded as required by the Laws) or which may, in law, constitute a nuisance, or which may make void or avoidable any insurance then in force on either the Sublicensed Premises or the Access Route.

9.2 Governmental Approvals. Cellco and City acknowledge and agree that Cellco's ability to use the Sublicensed Premises for the Permitted Use is contingent upon its obtaining all Governmental Approvals necessary for the Permitted Use and soil boring test results satisfactory to Cellco in its reasonable discretion. In the event that (i) any of Cellco's applications for any Governmental Approval should be finally rejected; (ii) any Governmental Approval issued to Cellco is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) Cellco reasonably deems its soil boring test results to be unsatisfactory, Cellco shall have the right to terminate this Agreement in accordance with Section 10 below.

9.3 Liens. Neither Cellco nor City has authority to encumber the Sublicensed Premises with any materialmen's or mechanic's lien, nor shall either suffer or permit any such lien to exist. Should any such lien hereafter be filed as a result of either party's actions or failure to act, such party shall, at its sole cost within thirty (30) Days after the lien is filed, discharge the lien or post a bond in the amount of the lien.

10.0 Termination.

10.1 Effect of Termination. Termination of this Agreement shall render this Agreement null and void, and the Parties shall have no further obligations under this Agreement except for those provisions herein which expressly survive a termination of this Agreement, and except that any monies owed up to the date of termination shall be paid within sixty (60) Days following that date.

10.2 Cause for Termination by Cellco. Cellco may terminate this Agreement without any penalty or further liability upon occurrence of the following:

- (i) Cellco is unable to occupy and utilize the Sublicensed Premises due to an action of the Federal Communications Commission, including but not limited to a take back of channels or change in frequencies;
- (ii) Any of the Hazardous Substances and Wastes are discovered or become present on the Property due to no fault of Cellco;
- (iii) An event of casualty or condemnation occurs that materially interferes with Cellco's operations at the Sublicensed Premises;
- (iv) Any of the events described in paragraph 9.2 above.

Cellco shall notify City in writing of any such termination, which termination shall be effective thirty (30) Days after the mailing of such notice by Cellco, or upon such later date as designated by Cellco. All Sublicense Fees paid up to said termination date shall be retained by City.

10.3 Termination by City to Comply With Lease. City shall have the right to terminate this Agreement to ensure its compliance with the terms of the Lease. City shall notify Cellco in writing of any such termination, which termination shall be effective as of the date of mailing of such notice.

11.0 Removal at End of Term. Cellco shall, upon expiration of the Term, or within thirty (30) Days following the date of any earlier termination of the Agreement, have removed the Communications Facility, the Additional Facilities, and any other of its property from the Sublicensed Premises and shall have restored the Sublicensed Premises and the Access Route to their original condition, reasonable wear and tear and casualty damage excepted. City agrees and acknowledges that all portions of the Communications Facility and the Additional Facilities will remain the personal property of Cellco and that Cellco will have the right to remove the same at any time during the Term (subject to paragraph 6.1 above), whether or not said items are considered fixtures and attachments to real property under applicable Laws. Within fifteen (15) Days from receipt of written demand from the City, Cellco shall pay City the Sublicense Fee plus 50% on a pro-rata basis for each Day any portion of its Communications Facility, the Additional Facilities, or any other property of Cellco remains on the Property in violation of this Section 11. Further, if Cellco does not remove the Communications Facility, the Additional Facilities, and any other of its property within thirty (30) Days following the expiration or termination of this Agreement, City may do so and may dispose of such property at its discretion, and Cellco shall reimburse City the cost of such removal and any related disposal. The breach of any term of this Section 11 shall immediately constitute a default under this Agreement, notwithstanding the cure periods set forth in Section 22 below. This Section 11 shall survive termination or expiration of this Agreement.

12.0 Holdover. Cellco has no right to retain possession of the Sublicensed Premises or any part thereof beyond the expiration or termination of this Agreement, and any such instance shall be deemed a "holdover." Cellco's efforts to remove its property from the Sublicensed Premises during the thirty 30-Day removal period to follow a termination of this Agreement prior to the expiration of the Term, as described in Section 11 above, shall not be deemed a holdover under this Agreement. If Cellco holds over in violation of this Section 12, Cellco shall vacate upon notice from City and, within fifteen (15) Days from receipt of written demand from the City, shall pay to City the prorated amount of the Sublicense Fee plus 50% for each Day of its possession beyond termination or expiration of this Agreement. In no circumstance shall a periodic tenancy be deemed created regardless of the actions or lack thereof of Cellco or City, including, but not limited to, Cellco's possession of the Sublicensed Premises and payment to City, and City's acceptance of payment and failure to evict Cellco from the Sublicensed Premises. This Section 12 shall survive termination or expiration of this Agreement.

13.0 Quiet Enjoyment. City covenants that Cellco, on paying the Sublicense Fee and performing the covenants herein, shall peaceably and quietly have, hold, and enjoy the Sublicensed Premises, subject to the specific provisions in this Agreement.

14.0 Care and Maintenance. Cellco, at its sole cost and expense, shall maintain the Access Route, the Sublicensed Premises, the Communications Facility, and the Additional Facilities in a clean, attractive condition and shall not commit or allow any waste or damage to be committed on or to any portion of the Sublicensed Premises or the Access Route during the Term.

15.0 Subordination. This Agreement is subordinate to the Lease and subject to its terms, and this Agreement will terminate in the event of termination or expiration of the Lease.

16.0 Right of Entry.

16.1 Right of Entry; Inspection. At any time during the Term, City and any representative of City's choosing shall have the right to enter the Sublicensed Premises at all reasonable times to inspect the Sublicensed Premises to ensure compliance with the terms of this Agreement, to conduct any repair, improvement, or maintenance, to perform any obligation of Cellco under this Agreement in accordance with paragraph 23.1 below, and for any other lawful reason. Notwithstanding City's right to inspect the Sublicensed Premises, City shall have no obligation to do so.

16.2 Detection of Violation; City Remedy. If City detects any violation of the terms set forth in this Agreement, City may notify Cellco in writing, in which case Cellco shall eliminate such violation in accordance with paragraph 22.1 below. If, in City's reasonable judgment, steps taken by Cellco are inadequate or not timely, City or its representative shall be entitled to re-enter the Sublicensed Premises and take corrective actions as City deems necessary to eliminate the violation. This remedy is in addition to remedies set forth under other sections of this Agreement. City's failure to detect any violation, or to notify Cellco of any violation, shall not relieve Cellco of its obligations under the terms of this Agreement. Cellco agrees to reimburse City for all actual costs and expenses incurred by City in remedying any condition resulting from Cellco's violation of this Agreement.

17.0 Environmental.

17.1 Hazardous Substances. Cellco shall not, either with or without negligence, cause, permit, or allow the escape, disposal or release of any Hazardous Substances and Wastes within the Property. Cellco shall not allow the storage or use within the Property of any Hazardous Substances or Wastes in any manner not sanctioned by the Laws, nor allow to be brought into or unto the Sublicensed Premises or the Property any Hazardous Substances or Wastes unless and except in accordance with the Laws and for use in the ordinary course of activities permitted under this Agreement. Cellco shall be exclusively responsible for the correction of any environmental conditions on the Property arising from either Cellco's or any Sublicensee Party's violation of the terms of this paragraph 17.1, and in the event Cellco discovers it or a Sublicensee Party has committed such violation, Cellco shall immediately so notify the City in writing and promptly and diligently eliminate the resulting environmental condition. Cellco, however, shall have no responsibility under this Agreement for (i) any environmental conditions existing on the Property as of the Effective Date, or (ii) any such environmental conditions that do not arise in part from the activities of Cellco or any Sublicensee Party.

17.2 Environmental Certification. Upon expiration of the Term, or within thirty (30) Days following termination of this Agreement, whichever first occurs, Cellco shall furnish City a written certification from a licensed environmental engineering firm that the Property has not been environmentally contaminated by Cellco's operations.

18.0 Indemnification.

18.1 Scope of Indemnity. Cellco agrees to indemnify T-Mobile and the Indemnified Parties against any liability and Indemnifiable Loss arising out of any actual or threatened Proceeding relating to, resulting from, or arising out of (i) use or occupation of, or presence upon, the Sublicensed Premises, the T-Mobile Leased Premises, or the Access Route by Cellco, the Sublicensee Parties, and (ii) a breach of this Sublicense, except that Cellco shall not be obligated to indemnify T-Mobile or an Indemnified Party to the extent that an Indemnifiable Loss suffered by T-Mobile or such Indemnified Party is determined by a final non-appealable judgment of a court of competent jurisdiction to have arisen solely from T-Mobile's or such Indemnified Party's gross negligence or willful misconduct. Cellco shall remit payment for any Indemnifiable Loss within fifteen (15) calendar Days following demand from T-Mobile or any Indemnified Party therefor. Nothing in this Section 18 may be construed as a waiver of the sovereign immunity granted to City by the Commonwealth of Virginia Constitution, statutes, and applicable case law.

18.2 Notice of Proceeding; Defense of Proceeding. If any Proceeding is brought against any Indemnified Party by reason of any occurrence for which Cellco is obliged to indemnify such Indemnified Party, such Indemnified Party will promptly notify Cellco of such Proceeding. Cellco, upon the request of such Indemnified Party, shall resist and defend such Proceeding at Cellco's sole expense, or cause the same to be resisted and defended by counsel designated by Cellco and approved by such Indemnified Party in writing. City shall be entitled to participate in such defense and any related compromise or settlement and to use counsel of its selection, in its sole discretion, and at Cellco's expense, if City reasonably determines, after a reasonable period of time, that Cellco has failed to take reasonable and appropriate action to defend, compromise, or settle such Proceeding. No compromise or settlement by Cellco under this Section 18 may require City to alter any policy or practice of City as a result thereof. The Indemnified Parties shall cooperate with Cellco in the defense of any matters for which Cellco is required.

19.0 Insurance. For the duration of this Agreement, Cellco shall, at its own expense, maintain liability insurance policies in a form reasonably acceptable to City. These policies shall include, but need not be limited to the following:

- (i) Commercial General Liability insurance with limits of four million dollars (\$4,000,000) per occurrence for bodily injury and property damage and four million dollars (\$4,000,000) general aggregate;
- (ii) Commercial Automobile Liability Insurance in an amount of four million dollars (\$4,000,000) combined single limit each accident for bodily injury and property damage;
- (iii) Workers' Compensation insurance meeting all statutory requirements of the

Commonwealth of Virginia and Employer's Liability insurance with limits of one million dollars (\$1,000,000) each accident/disease/policy limit.

All such policies shall (a) be issued by companies duly authorized or permitted to conduct business in the Commonwealth of Virginia and having a Best's Key Rating of at least A-: VII, (b) with the exception of Workers Compensation and Employer's Liability policies, shall be endorsed to include T-Mobile and the City as additional insureds for purposes of this Agreement, (c) be primary to any insurance coverage the City or T-Mobile may possess, and (d) be written to include a waiver of subrogation against the City and T-Mobile.

Cellco shall additionally meet the following requirements:

- (i) Cellco shall ensure the Sublicensee Parties obtain and maintain insurance coverage that meets or exceeds the insurance coverage required of Cellco; City must authorize any exceptions in writing before any excepted Sublicensee Party enters the Property for purposes of this Agreement;
- (ii) Cellco shall submit certificates of insurance to City for all insurance policies required by this Section 19, including certificates of insurance for all Sublicensee Parties, and including additional insured and waiver of subrogation endorsements, (a) at least thirty (30) Days prior to both the commencement of any work for purposes of this Agreement and the entry of Cellco or any of the Sublicensee Parties upon the Premises, (b) upon renewal of each insurance policy required by this Section 19, and (c) upon request by City.
- (iii) City shall be provided with at least thirty (30) Days prior written notice of the cancellation, termination, non-renewal, or reduction in coverage of any insurance policy required by this Agreement if, as a result of such change in coverage, the insurance requirements set forth in this Section 19 are not met.

The limits of insurance required by this Section 19 shall in no event limit the liability obligations of Cellco under this Agreement.

The foregoing limits of insurance shall not prohibit Cellco from obtaining a liability insurance policy or policies in excess of such limits.

20.0 Limitation of Liability.

20.1 Consequential Loss Waiver. As a material part of the consideration for this Agreement, and notwithstanding any provision herein to the contrary, neither City nor Cellco shall be liable for, and each Party hereby waives any claims against the other for, any consequential damages incurred by either Party and arising out of any default by the other Party under this Agreement.

20.2 Exceptions to Waiver. The foregoing limitation will not, however, in any manner:

- (i) limit Cellco's liability for any type of damage arising out of Cellco's obligation to indemnify, protect, defend, and hold each of the Indemnified Parties harmless under this Agreement;
- (ii) limit Cellco's liability for any type of damage to the extent covered by the proceeds of insurance required hereunder; or
- (iii) limit the amounts expressly provided to be payable by either Party pursuant to this Agreement.

20.2 Limitation of City Liability. Except to the extent of the willful misconduct of City and subject to Cellco's indemnification obligations, City shall not be liable or responsible in any way for any damage whatsoever to any property belonging to Cellco or to the Sublicensee Parties.

21.0 Condemnation. If the whole or any part of the Sublicensed Premises or all means of access thereto is condemned or sold under threat of condemnation, this Agreement shall terminate, and Cellco shall have no claim against City to any portion of the award in condemnation for the value of any unexplored term of the Sublicense or otherwise. However, this shall not limit Cellco's right to compensation from the condemning authority for the value of any of Cellco's property taken, other than Cellco's interest in the Sublicensed Premises. In the event of a temporary taking, this Sublicense shall not terminate, but the Term shall be extended by the period of the taking, and the rent shall abate in proportion to the area taken for the period of such taking.

22.0 Breach and Default.

22.1 Breach by Cellco. In the event there is a breach by Cellco with respect to any of the provisions of this Agreement or its obligations under it, City shall give Cellco written notice of such breach. After receipt of such notice, and unless otherwise stated in this Agreement, Cellco shall have ten (10) Days in which to cure any monetary breach and thirty (30) Days in which to cure any non-monetary breach, provided Cellco shall have an additional thirty (30) Days in which to cure a breach if the nature of the cure is such that it reasonably requires more than thirty (30) Days and Cellco commences the cure within the initial thirty (30)-Day period and thereafter continuously and diligently pursues the cure to completion. City may not maintain any action or effect any remedies for default against Cellco unless and until City determines in its reasonable judgment that Cellco has failed to cure the breach within the time periods provided in this paragraph or elsewhere in this Agreement, except that City may terminate this Agreement in accordance with paragraphs 6.1.1, 8.1.1, or 10.3 above notwithstanding the terms of this paragraph 22.1.

22.2 Breach by City. In the event there is a breach by City with respect to any of the provisions of this Agreement or its obligations under it, Cellco shall give City written notice of such breach. After receipt of such written notice, City shall have thirty (30) Days in which to cure any such breach, provided City shall have an additional thirty (30) Days in which to cure a breach if the nature of the cure is such that it reasonably requires more than thirty (30) Days and City commences the cure within the thirty (30)-Day period and thereafter continuously and

diligently pursues the cure to completion. Celco may not maintain any action or effect any remedies for default against City unless and until City has failed to cure the breach within the time periods provided in this Section 22.

23.0 Remedies for Default.

23.1 Default. A default under this Agreement shall occur upon failure to cure any breach of this Agreement in accordance with the terms of this Agreement, or as otherwise provided by this Agreement.

23.2 Non-Defaulting Party May Correct Default. Upon a default, the non-defaulting party may, at its option but without obligation to do so, perform the defaulting party's duty or obligation on the defaulting party's behalf. The costs and expenses of any such performance by the non-defaulting party shall be due and payable by the defaulting party upon invoice therefor.

23.3 Non-Defaulting Party May Terminate. In the event of a default by either party with respect to a provision of this Agreement, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and pursue any remedy now or hereafter available to the non-defaulting party under the Laws or judicial decisions of the Commonwealth of Virginia.

24.0 [Intentionally Deleted].

25.0 Miscellaneous.

25.1 Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

25.2 Amendments. This Agreement may be amended, modified and supplemented only by the written consent of both Parties preceded by all formalities required as prerequisites to the signature by each party to this Agreement, except that the City's Chief Administrative Officer may administratively approve amendments to the attachments to this Agreement.

25.3 No Waiver. The failure of either of the Parties to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

25.4 Severability. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement.

25.5 Third-Party Beneficiaries. Notwithstanding any other provision of this Agreement, Cellco and City hereby agree that with the exception of T-Mobile, which shall be a third-party beneficiary of this Agreement to the extent set forth in this Agreement, (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than Cellco and City; (iii) no individual or entity shall obtain any right to make any claim against Cellco and City under the provisions of this Agreement; and (iv) no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this paragraph, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, subvendors, assignees, licensors and sublicensors, regardless of whether such individual or entity is named in this Agreement.

25.6 No Agency, Joint Venture, or Other Relationship. Neither the execution of this Agreement nor the performance of any act or acts pursuant to the provisions of this Agreement shall be deemed to have the effect of creating between the City and Cellco, or any of them, any relationship of principal and agent, partnership, or relationship other than the relationship established by this Agreement.

26.0 Governing Law; Forum Choice.

26.1 Governing Law. All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the Parties in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

26.2 Forum Choice. Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.

27.0 Assignment. Cellco, with prior written notice to City, but without City's approval or consent, may assign this Agreement to Cellco's principal, affiliates, or subsidiaries of its principal, or to any entity which acquires all or substantially all of Cellco's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, Cellco may neither sell, assign, nor transfer this Agreement without the prior written consent of City. Cellco may not sublicense this Agreement to any party without the prior written consent of City.

28.0 Notices. Each party shall give any notice required or permitted to be given under this Agreement in writing and such notice shall be delivered by certified mail, postage prepaid, return receipt requested; or by a commercial overnight carrier that provides next day delivery and provides a receipt. Such notice shall be addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

CITY: City of Richmond
Department of Emergency Communications
3516 North Hopkins Road
Richmond, Virginia 23224
Attn: Director

With a copy to: Office of the City Attorney
City of Richmond
900 E. Broad Street, Room 400
Richmond, Virginia 23219
Attn: Neil Gibson

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

With a copy to: Roth Jackson Gibbons Condlin, PLC
1519 Summit Avenue, Suite 102
Richmond, Virginia 23230
Attn: Jennifer Mullen

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

29.0 Captions. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

30.0 Survival. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

31.0 Subject to Appropriation. Any payments and other performance by City under this Agreement are subject to annual appropriations by the City Council; consequently, this Agreement shall bind City only to the extent that the City Council appropriates sufficient funds for City to perform its obligations hereunder.

32.0 Signature Authority. Following the authorization of this Agreement by the City Council, City's Chief Administrative Officer shall have the authority to execute this Agreement on behalf of City and to approve amendments to this Agreement as permitted by paragraph 25.2 above. Except as otherwise provided herein, only the Chief Administrative Officer or his designee shall have the authority to provide any notices or authorizations contemplated under this Agreement on

behalf of City.

33.0 Partial Invalidity; Authority. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

34.0 Signatures; Counterparts. This Agreement is signed when a Party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same Lease.

35.0 Sovereign Immunity. Nothing in this Sublicense may be construed as a waiver of the sovereign immunity granted City by the Commonwealth of Virginia Constitution, statutes, and applicable case law, nor may anything in this Sublicense be construed as an agreement by Tenant to indemnify.

***{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON FOLLOWING PAGE.}***

IN WITNESS WHEREOF, as authorized by Ordinance No. _____ approved by the
Richmond City Council on _____, 2021, this Agreement has been entered into as
of the Effective Date by duly authorized officers of the parties.

City:
CITY OF RICHMOND, VIRGINIA,
a municipal corporation of the Commonwealth of Virginia

By: _____

Name: _____

Title: _____

Cellco:
CELLCO PARTNERSHIP

By: _____

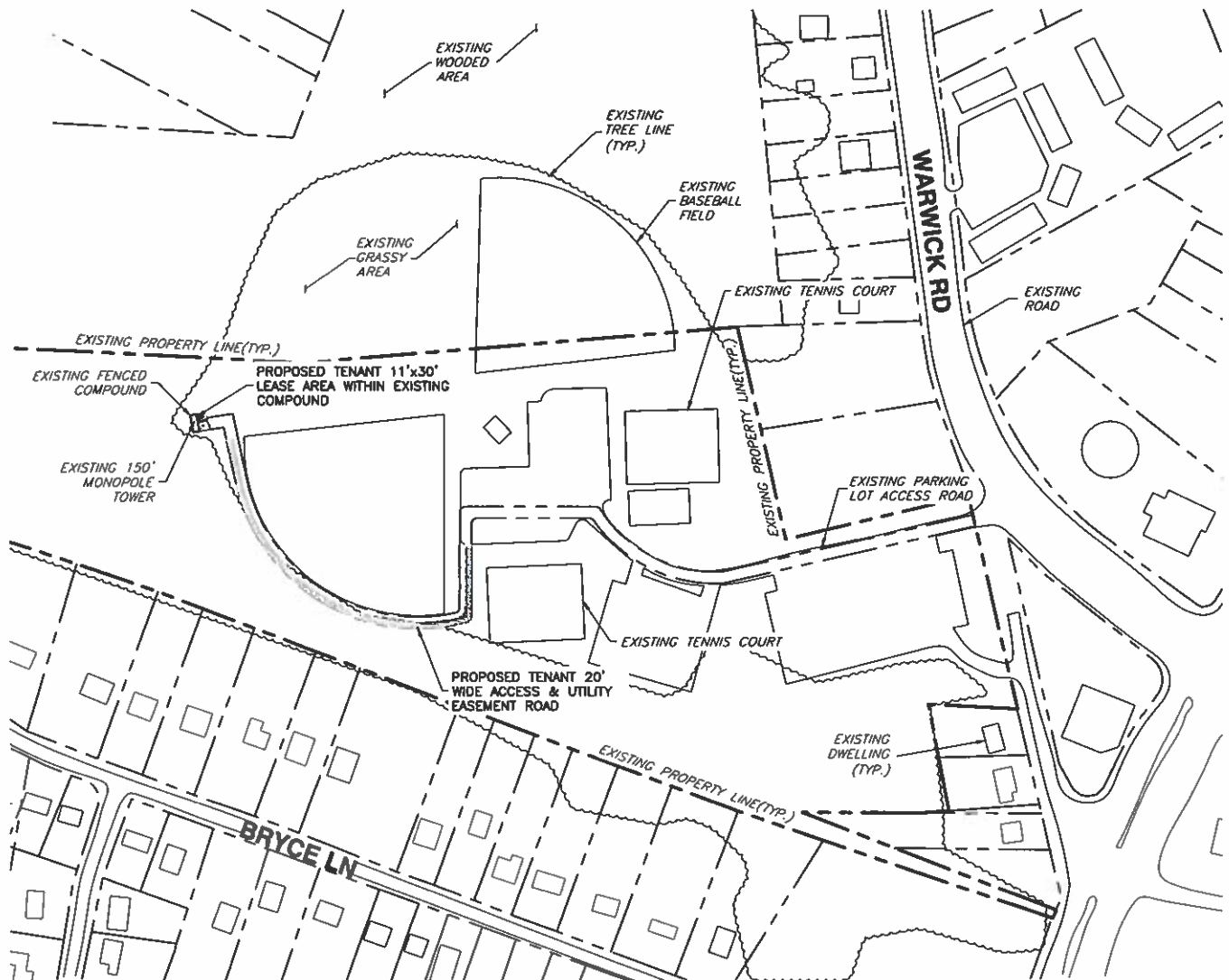
Name: _____

Title: _____

APPROVED AS TO FORM



EXHIBIT A



SITE PLAN

PROPERTY INFORMATION

OWNER: CITY OF RICHMOND RECREATION & PARKS
address: 1209 ADMIRAL ST, RICHMOND, VA 23220
PARCEL ID #: C0080224006
ZONING: R-4 (Residential)
ACREAGE: 22.32± ACRES

NB+CTM
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
4433 WATERFRONT DRIVE, SUITE 100
OLEN ALLEN, VA 23060

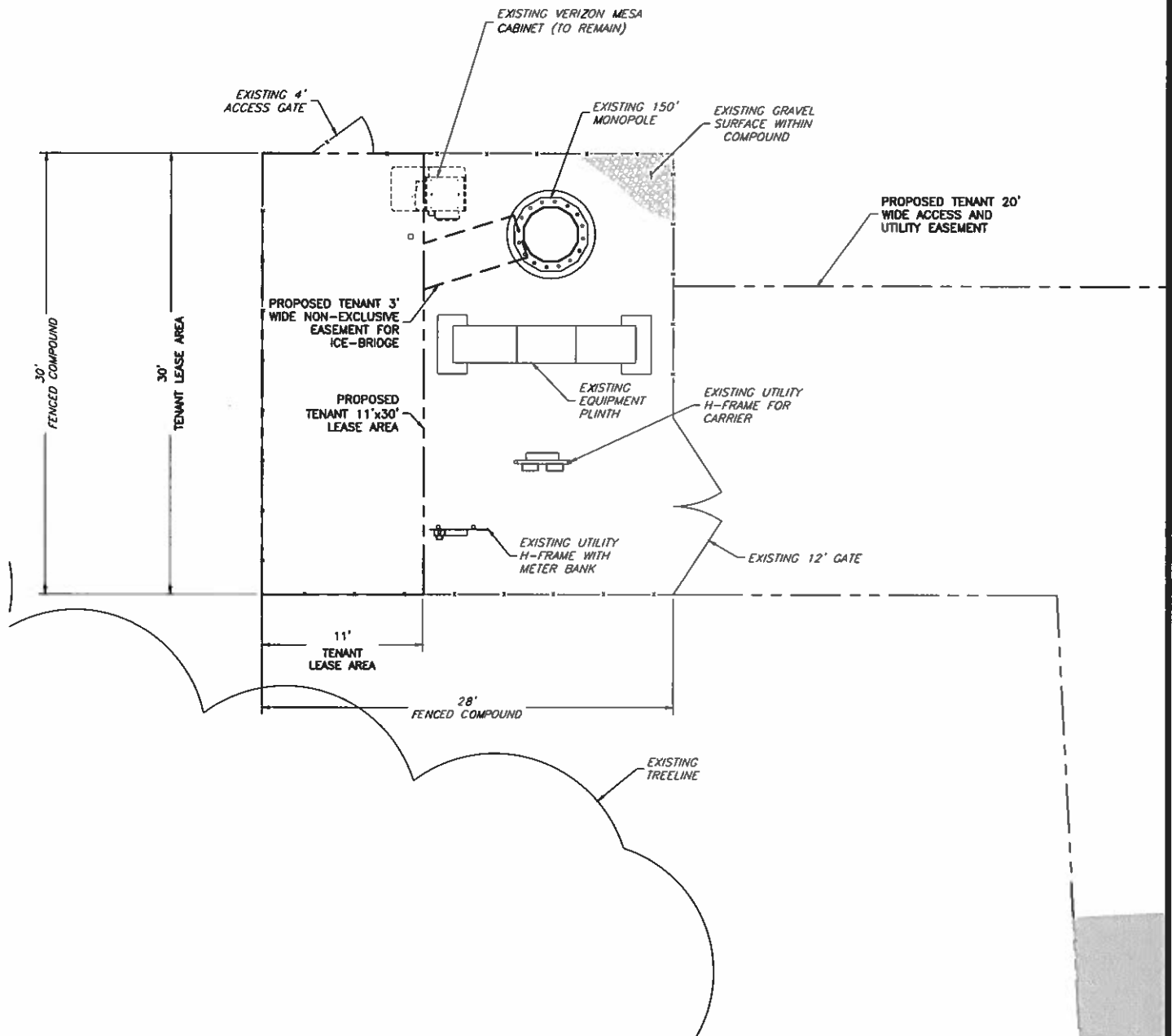
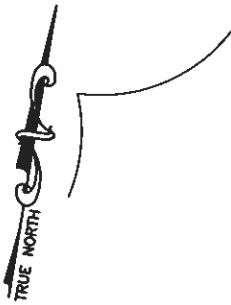
OLD WARWICK RD
VERIZON NEW BUILD
4827 OLD WARWICK RD
RICHMOND, VA 23224
CITY OF RICHMOND

SITE INFORMATION

SITE VISIT BY: JAD DATE: 07/25/18
LAT (NAD 83): 37° 29' 03.30"
LONG (NAD 83): -77° 29' 03.85"

SHEET 1

05/29/20
BY: JAE



LEASE SPACE PLAN

NB+CTM
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
4436 WATERFRONT DRIVE, SUITE 100
GLENN ALLEN, VA 22080

OLD WARWICK RD
VERIZON NEW BUILD
4827 OLD WARWICK RD
RICHMOND, VA 23224
CITY OF RICHMOND

SITE INFORMATION

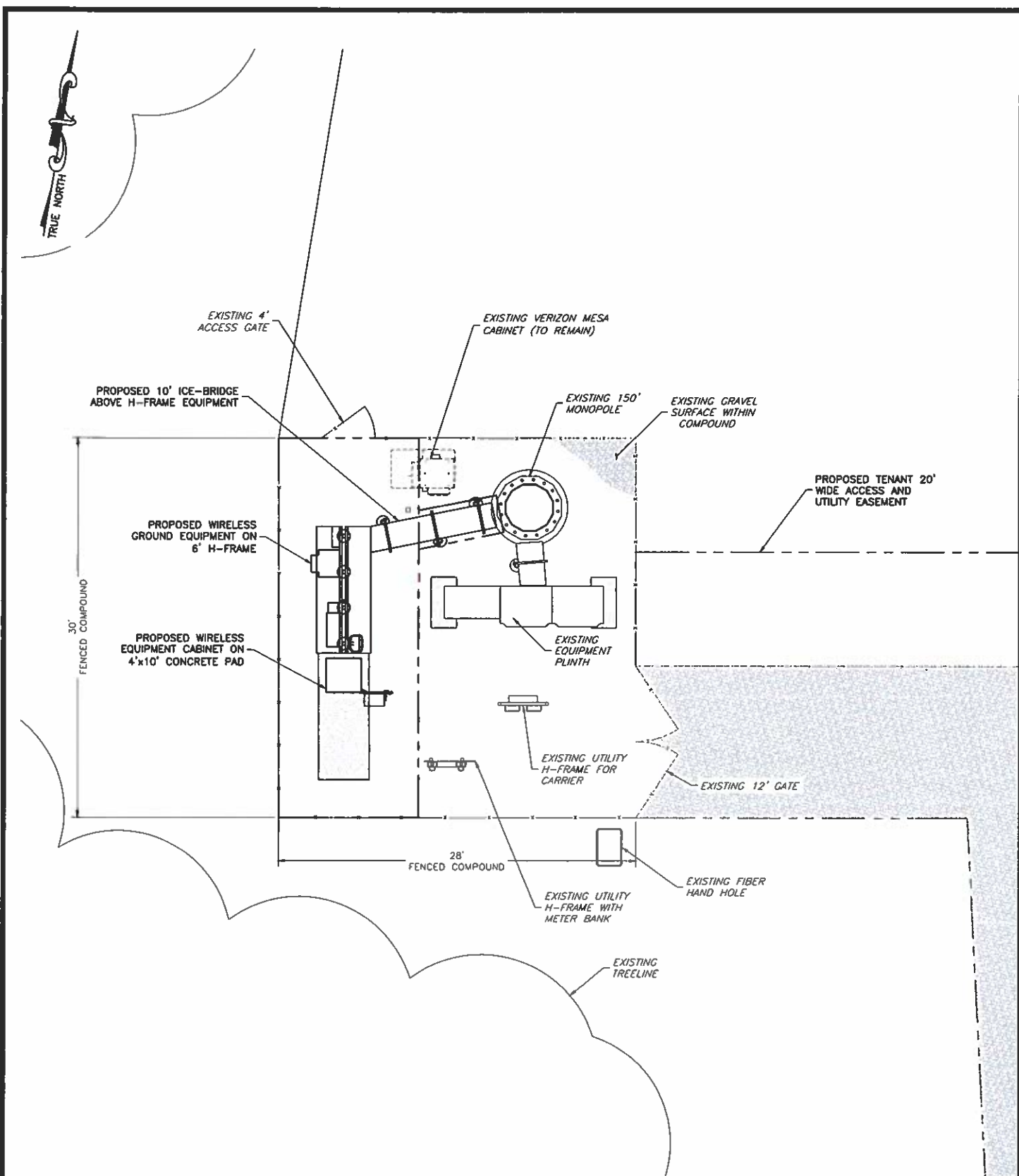
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LAT (NAD 83): 37° 29' 03.30"

LONG (NAD 83): -77° 29' 03.85"

SHEET 2

05/29/20
BY: JAE



COMPOUND PLAN

NB+CTM
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
4435 WATERFRONT DRIVE, SUITE 100
GLEN ALLEN, VA 23060

OLD WARWICK RD
VERIZON NEW BUILD
4827 OLD WARWICK RD
RICHMOND, VA 23224
CITY OF RICHMOND

SITE INFORMATION

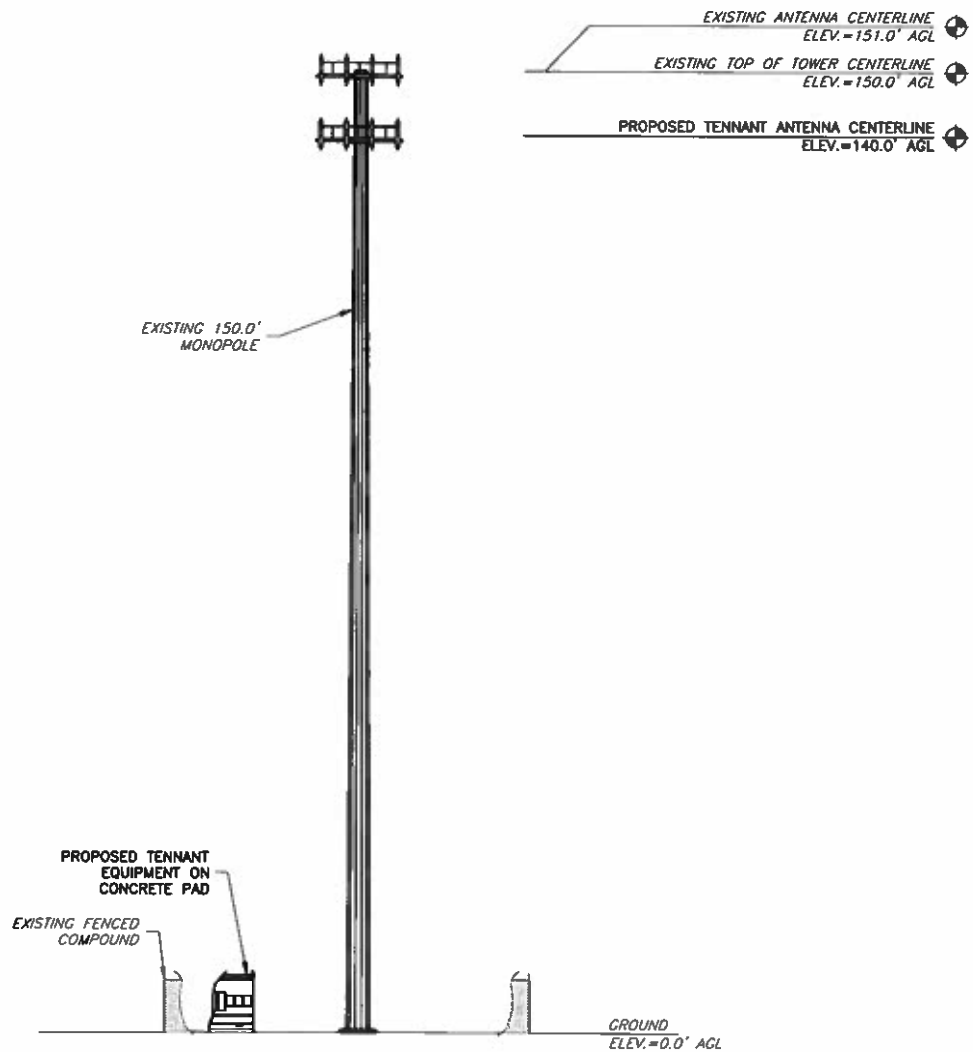
SITE VISIT BY: JAD DATE: 07/25/18

LAT (NAD 83): 37° 29' 03.30"

LONG (NAD 83): -77° 29' 03.85"

SHEET 3

05/29/20
BY: JAE



ELEVATION

NB+CTM
TOTALLY COMMITTED

NB+C ENGINEERING SERVICES, LLC.
4436 WATERFRONT DRIVE, SUITE 100
GLEN ALLEN, VA 23060

OLD WARWICK RD
VERIZON NEW BUILD
4827 OLD WARWICK RD
RICHMOND, VA 23224
CITY OF RICHMOND

SITE INFORMATION

SITE VISIT BY: JAD DATE: 07/25/18

LAT (NAD 83): 37° 29' 03.30"

LONG (NAD 83): -77° 29' 03.85"

SHEET 4

05/29/20
BY: JAE