



BOARD OF SUPERVISORS MEETING

ADDENDUM PACKET

April 14, 2026

Item #

23. Radio System Project – Vertical Bridge Lease

345

RECESS: Until Tuesday, April 21, 2026 at 7:00 p.m.



**Board of Supervisors
Agenda Summary**

Meeting Date: April 14, 2026
Item #: 23
Department: Emergency Services
Staff Contact: Trey Pyle
Agenda Item: Radio System Project – Vertical Bridge Lease

Summary: On December 12, 2023, at its regular meeting, the Prince Edward County Board of Supervisors approved a purchase contract with Motorola Solutions for a P25 Trunked UHF Countywide Radio System in partnership with the Town of Farmville, Longwood University, and Hampden-Sydney College.

The system was designed to utilize three tower sites within the county to achieve a 95% radio coverage objective. Lease agreements for the tower sites were not included in the original purchase price and have been under negotiation for the past several months with the County’s radio consultant, CTA.

Over the past year and a half, staff has worked closely with CTA, Dominion, and Dominion’s tower vendor, Vertical Bridge, to secure lease space on the Dominion tower located near the intersection of East Third Street and Milnwood Road. Motorola Solutions has confirmed that this site is necessary to meet the system’s 95% coverage guarantee, particularly within the Town of Farmville.

Attached for review is the proposed lease agreement between Vertical Bridge and Prince Edward County. The agreement provides for a monthly lease payment of \$1,300 for an initial 14-year term, with a 3% annual escalator, and includes four additional five-year renewal terms. This lease rate is considered below average for current industry standards for tower site leasing. The agreement has been reviewed and approved by the County Attorney.

Recommendation: Approve and authorize the County Administrator to execute the Vertical Bridge Lease Agreement.

Attachments: Vertical Bridge Lease Agreement

SAMPLE MOTION:

I move that the Board of Supervisors approve the lease agreement between Prince Edward County and Vertical Bridge for tower space located near the intersection of East Third Street and Milnwood Road, in support of the Countywide P25 Trunked UHF Radio System, and authorize the County Administrator to execute all necessary documents related to this agreement.

Motion _____ Cooper-Jones _____ Gilliam _____ Stiff _____
Second _____ Emert _____ Gur _____ Townsend _____
Pride _____ Watson _____

SITE USE AGREEMENT

THIS SITE USE AGREEMENT ("Agreement") is entered into this _____ day of _____, 20____ ("Effective Date"), by and between, **Vertical Bridge Real Estate, LLC**, a Delaware limited liability company, whose address is 22 W Atlantic Ave, Suite 310, Delray Beach, Florida 33444 ("Owner"), and **Prince Edward County VA**, whose address is 111 N. South Street Farmville, VA 23901 ("User"). Owner and User may each be referred to as a "Party" or collectively as the "Parties".

WHEREAS, Owner owns or manages (with the right to lease) the communications structure or tower (the "Tower") located on a portion of the real property described on Exhibit A attached hereto and incorporated herein (the "Property", and collectively with the Tower, the "Site").

WHEREAS, User desires to lease from Owner and Owner desires to lease to User certain space on the Tower and/or certain ground space on the Property pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. Premises and Use.

Subject to the terms and conditions of this Agreement and the Prime Agreement, if applicable, Owner hereby leases to User, and User leases from Owner (i) certain space on the Tower with a centerline at the Two Hundred foot (200') level of the Tower (the "Tower Space") (ii) certain space on the Property measuring approximately Two Hundred Forty (240) square feet (the "Ground Space"), and (iii) certain non-exclusive space running between the Tower Space and Ground Space and certain electrical, fiber, accessory and telephone utility sources located on or about Property for the installation, operation and maintenance of wires, fiber, cables, conduits and pipes (the "Cable Space", and collectively with the Ground Space and Tower Space, the "Premises"). The Tower Space and Ground Space shall be used only for (a) the installation, operation and maintenance of the communications equipment, antennas, technology, wires, coaxial cables, and accessory equipment described on Exhibit B-1 attached hereto and incorporated herein (collectively, the "Facilities") and (b) the transmission and reception of communication signals, subject to the limitations set forth in this Agreement and in each case, pursuant to and in compliance with all applicable laws, ordinances, rules, and regulations of any governmental entity or agency (federal, state or local) having jurisdiction over the Site or User's operations, including without limitation the Federal Communications Commission (the "FCC") (the uses set forth in clause (a) and (b), the "Permitted Use"). In the event User provides Owner installations plans for User's Facilities, such installations plans shall be attached hereto as Exhibit B-2.

2. Intentionally omitted.

3. Prime Agreement.

If Owner leases, licenses or owns easements rights to the Property, then the following terms and conditions shall apply. To the extent not restricted by any applicable confidentiality restriction or covenant, a redacted version of the written instrument granting Owner its interest in the Property shall be attached hereto as Exhibit C (the "Prime Agreement"). The lessor, sublessor, licensor, or grantor under the Prime Agreement is hereinafter referred to as the "Prime Landlord". By executing this Agreement, User represents that it has reviewed the Prime Agreement and approves of the unredacted terms, conditions, provisions and obligations set forth therein, and User hereby acknowledges and agrees that the terms and conditions of this Agreement are subject and subordinate to the terms and conditions of the Prime Agreement and in the event of any conflict between the terms and conditions of the Prime Agreement and this Agreement, the terms and conditions of the Prime Agreement shall control. User agrees that it shall not take any action that is reasonably likely to result in Owner being in breach or default under the Prime Agreement. If the Prime Landlord leases, licenses or owns easements rights to the Property, then the written instrument granting Prime Landlord its interest in the Property shall be included with Owner's Prime Agreement as Exhibit C and also deemed a Prime

Agreement hereunder. Notwithstanding anything to the contrary in this Agreement, the effectiveness of this Agreement is conditioned upon Owner obtaining any necessary consents and approvals required under the Prime Agreement. If the Prime Agreement expires or is terminated for any reason, then the Term of this Agreement shall thereupon end.

4. **Inspections.**

Subject to the terms and conditions of this Agreement, following the Effective Date, User, its agents, employees, contractors and subcontractors shall have the right to enter upon the Site to inspect and examine the Premises, to perform engineering and environmental tests and studies with respect to the Premises (provided that in no event shall User be permitted to perform any invasive, Phase II or similar environmental testing), to survey the Premises, and to perform such other studies and tests reasonably necessary to determine the feasibility of the Site for User's Permitted Use (collectively, "**Inspections**"). Immediately following such entry, User shall restore the Site to its condition existing prior to User, its agents, employees, contractors or subcontractors' entry thereon and remove any equipment, gear or materials brought onto the Site. If such entry or Inspections result in any damage to the Site or exacerbate any previously existing condition, User shall, at User's sole cost and expense, immediately repair and remediate such damage or exacerbation.

5. **Term.**

The initial term of this Agreement shall be Fourteen (14) years, commencing on the Commencement Date (as hereafter defined) ("**Initial Term**"). This Agreement shall commence on the earlier of: (A) the first day of the month in which User commences installation of its equipment on the Premises if such installation commences on or before the 15th day of the month, or the first day of the month after User commences installation of its equipment on the Premises if such installation commences after the 15th day of the month; or (B) April 1, 2026 (such earlier date the "**Commencement Date**"). Provided User is not then in default under the terms of this Agreement, User shall have the right to renew this Agreement for Four (4) successive Five (5) year periods (each, a "**Renewal Term**") on the same terms and conditions as set forth herein. If User fails to affirmatively exercise the right to any Renewal Term at least one hundred eighty (180) days prior to the commencement of the succeeding Renewal Term, then this Agreement shall automatically be renewed for such successive Renewal Terms. For the purposes of this Agreement, "**Term**" shall mean the Initial Term and any applicable Renewal Term(s). Notwithstanding the foregoing, if the Prime Agreement has a shorter term or extension terms than those provided for under this Section 5, then any extension or renewal of this Agreement shall be for only as long as Owner has the right to extend its interest in the Property under the Prime Agreement; provided, however that Owner shall not be obligated to extend the term of Prime Agreement to the extent that (i) the financial and economic terms applicable to any such extension are not defined and set forth in the Prime Agreement, or (ii) any such extension or renewal is subject to the approval or agreement of the Prime Landlord or any other third party..

6. **Initial Install of Facilities.**

- (a) Prior to the installation of the Facilities on the Premises:
- (i) User shall submit to Owner for Owner's review and approval: (i) User's final set of installation plans and/or construction and engineering drawings for the Facilities (which approved final set of installation plans and/or construction and engineering drawings and (ii) User's final installation schedule for the installation of the Facilities (collectively, the "**Installation Plans**"). If Owner rejects all or a portion of the Installation Plans, then the Parties shall cooperate in good faith to amend the applicable item(s) to the extent necessary to cause the Parties to mutually agree on the substance of the Installation Plans. Owner's approval of the Installation Plans shall be in the form of a Notice to Proceed to User (the "**Initial Installation NTP**"). Owner's approval of the Installation Plans is not a representation that User's Facilities or operations are in compliance with any laws, ordinances, rules or regulations or that User's Facilities or operations will not cause interference with other communications operations on the Site, if any;

- (ii) Owner shall perform, at User's sole cost and expense at Owner's then current rate, a structural analysis of the Tower on the basis of applicable ANSI/TIA standards. If such structural analysis determines that the Tower requires structural modifications in order to accommodate the weight and/or wind load of the Facilities, then User shall have the right to: (A) terminate this Agreement upon written notice to Owner, or (B) request that Owner perform, at User's sole cost and expense, the necessary structural modifications to the Tower for the Tower to accommodate the Facilities (and in the event that Owner does not agree to perform such Tower modifications, then this Agreement shall terminate). If Owner agrees to perform such Tower modifications, then User shall submit a purchase order to Owner for the Tower modifications and Owner shall thereafter promptly commence performing the structural modifications to the Tower. If Owner does not agree to perform such Tower modifications, then the Parties shall agree to terminate this Agreement in writing; and
- (iii) Owner shall perform, at User's sole cost and expense at Owner's then current rate, a structural analysis of the mount User intends to install on the on the basis of applicable ANSI/TIA standards. If User has already performed or intends to cause a licensed, professional third-party engineering company to perform such mount analysis, then Owner shall forego performing a mount analysis of User's mount, provided that User shall submit User's mount analysis to Owner for review. Owner shall review, at User's sole cost and expense at Owner's then current rate, User's mount analysis on the basis of applicable ANSI/TIA. If Owner's mount analysis or Owner's review of User's mount analysis determines that the mount User intends to install on the Tower is not structurally capable of supporting the Facilities, then User shall replace such mount with a mount that is structurally capable of supporting the Facilities (as demonstrated by a new mount analysis in accordance with the terms hereof). If Owner is to perform a mount analysis and User does not provide Owner complete and accurate design drawings of User's mount, the Owner shall map User's mount at User's sole cost and expense at Owner's then current rate.

(b) User shall not commence the installation of the Facilities unless and until the conditions in Section 6(a) are completed and Owner issues User an Initial Installation NTP). User shall notify Owner at least five (5) business days prior to User, its agents, employees, contractors and/or subcontractors commence the installation of the Facilities on the Premises. User shall install the Facilities in accordance with the Installation Plans and in compliance with the standards of good engineering practice and the requirements of the FCC and all other government bodies or agencies with jurisdiction over User, the Facilities and User's operations. If the Tower is painted to be in compliance with certain codes or regulations, then User shall paint its Facilities to match as nearly as possible the color of the Tower. During the installation of the Facilities, User, its agents, employees, contractors and/or subcontractors shall not interfere with Owner and Prime Landlord's operations at the Site and the operations of their respective lessees, sublessees, and licensees. Upon completing the installation of the Facilities, User shall clear the Site of all debris, machinery, and materials not intended to remain on the Premises for the operation of User's Facilities.

7. **Use Fee.**

User shall pay Owner monthly rent in the amount of One Thousand Three Hundred and 00/100 Dollars (\$1,300.00) per month (the "**Use Fee**"), payable on the first day of the month, in advance, beginning on the Commencement Date. The Use Fee for any partial month during the Term shall be pro-rated based on the number of days in such month. On each annual anniversary of the Commencement Date, the Use Fee shall increase by Three (3.00) percent of the Use Fee for the immediately preceding twelve (12) month period. The Use Fee shall be mailed (or sent via electronic methods as agreed to by the parties in writing) to the following address:

P.O. Box Address:
Vertical Bridge AM, LLC
P.O. BOX 743051
Atlanta, GA 30374-3051
Overnight Mail Address:

Vertical Bridge AM, LLC
Bank of America Lockbox Services
Lockbox # 743051
6000 Feldwood Road
College Park, GA 30349

If the Use Fee is not paid in accordance with the terms hereof, User will pay interest on the past due amounts at the lesser rate of either: (1) one and one-half percent (1.5%) per month, or (ii) the maximum, non-usurious interest rate permitted by applicable law.

8. **Access.**

User, its agents, employees, contractors and subcontractors shall have the non-exclusive right to access the Premises using common or designated access routes to the extent reasonably necessary to enable User to install, operate, and maintain the Facilities and to otherwise undertake User's obligations set forth in this Agreement. Notwithstanding the foregoing, User shall have the right to access its ground-based Facilities twenty-four (24) hours a day, seven (7) days a week. User acknowledges that Owner's control of access to the Tower is essential to the safe operations of all parties utilizing the Tower; accordingly, if User wishes to access User's Facilities located on the Tower, User shall provide reasonable advance notice to Owner of User's need to do so and Owner and User shall coordinate a mutually agreeable time for User to access User's Facilities located on the Tower. In the event of an emergency threatening life or property damage, User shall have the right to access its ground and tower based Facilities upon telephonic notice to User's NOC at 877-589-6411.

9. **Utilities.**

(a) User shall at its sole cost and expense initiate, contract for, obtain and pay for any electrical, telephone, or other utility services used by User at the Premises. User agrees to cooperate with Owner's reasonable requests regarding the manner and timing of the installation of User's utilities. A meter shall be installed and maintained by User at User's sole cost and expense which shall separately record the amount of the electrical power used by User. User shall timely pay all charges for electrical power and all other services used by User in connection with the operation of User's Facilities. No additional utilities (water, sewer or gas) will be available at the Premises during the Term. In no event shall Owner be liable for the quality, quantity, failure or interruption of electrical service to the Premises or damages resulting directly or indirectly therefrom by reason of or resulting from any accident, or the need or priority of repairs or improvements, or by reason of orders of any military, civil or governmental authority, or strikes, riots, insurrections or invasions, or any reason beyond the control of Owner.

(b) User shall have the right, at its sole cost and expense, to install a temporary emergency generator on the Property at a location designated and approved by Owner, provided sufficient space is available. The generator must be removed within five (5) days following the emergency need unless otherwise agreed to by Owner. User agrees that any such installation and use of a generator shall be in compliance with all applicable federal, state, and local environmental, health, fire, community awareness, safety laws and other applicable laws or regulations, now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Site, including, without limitation, any applicable guidelines promulgated by the Environmental Protection Agency.

10. **Maintenance and Repairs.**

(a) Owner shall maintain the Premises (but not User's Facilities), including all required Tower marking and lighting, in reasonable condition and in compliance with all Federal Aviation Administration and FCC rules and regulations, and shall promptly repair any material damage to the Premises; and perform all necessary maintenance and repairs; provided, however, that when such maintenance and repair is made necessary by or because of any negligence, act, or omission of User (reasonable wear and tear excepted), then User shall reimburse Owner for the cost thereof. In the performance of its obligation to maintain

and repair the Tower, and to allow other lessees to install, remove, relocate, maintain and repair their equipment, it may be necessary from time to time for Owner to require User to temporarily cease transmission activities, to turn off electrical power, and/or to make other adjustments to its Facilities or operations. Owner shall use commercially reasonable efforts to schedule such work so as to cause minimum disruption to User's operations. User agrees to cooperate with Owner and to comply with and honor Owner's requests for temporary cessation of transmission activities, to turn off electrical power, and/or to make adjustments to its Facilities or operation, as necessary, to allow orderly performance and carrying out of such work.

(b) User, at its sole cost and expense, shall carry out maintenance of the Facilities, including, but not limited to, the electrical and mechanical maintenance of the Facilities. Maintenance shall be conducted by User in accordance with standards of good engineering practice to assure that at all times the Facilities conform to the requirements of the FCC and all other government bodies or agencies with jurisdiction over User, the Facilities and User's operations.

11. Modifications.

(a) Should User desire to make any installations, modifications, additions, changes, alterations or upgrades to its Facilities or Premises (a "**Modification**"), User shall complete and submit to Owner for Owner's review and approval, a collocation application (using Owner's then current form of collocation application) detailing User's desired Modification. User shall not be permitted to perform a Modification without Owner's prior written approval, which approval, if granted, shall be in the form of a Notice to Proceed. If the Modification will result in an enlargement of the Premises (whether Ground Space or Tower Space) or increase the weight or wind loading on the Tower beyond the amount originally approved under this Agreement or the amount then existing on the Tower, then Owner shall have the right to condition its approval of such Modification upon (i) an increase to User's then current Use Fee, (ii) Owner performing, at User's sole cost and expense at Owner's then current rate, a structural analysis of the Tower on the basis of applicable ANSI/TIA standards, (iii) Owner performing, at User's sole cost and expense at Owner's then current rate, a mount analysis of User's mount on the basis of applicable ANSI/TIA standards and (iv) amending this Agreement to memorialize User's Modification. Any approved Modification shall further be subject to User obtaining all applicable governmental licenses, permits and approvals necessary for User to perform the Modification. Owner's approval of a Modification is not a representation that the Modification is in compliance with applicable laws, ordinances, rules or regulations or that the Modification will not cause interference with other communications operations at the Site.

(b) Notwithstanding the foregoing, if the structural analysis performed by Owner in connection with a proposed Modification determines that the Tower requires structural modifications for the Tower to accommodate the weight and/or wind load of User's proposed Modification, then User shall either (i) elect to forego performing the Modification or (ii) request that Owner perform, at User's sole cost and expense, the necessary structural modifications to the Tower for the Tower to accommodate the Modification. If Owner agrees to perform such structural modifications to the Tower, then User shall submit a purchase order to Owner for the Tower modifications and Owner shall thereafter promptly commence performing the structural modifications to the Tower. If Owner does not agree to perform such structural modifications to the Tower, then User shall forego performing the Modification or the portion thereof adding weight and/or wind load to the Tower.

(c) In the event User performs a Modification without the prior written approval of Owner, such Modification shall be subject to an additional monthly fee in the amount of one hundred fifty percent (150%) of the fair market rental value of the Modification at the time of discovery of such unapproved Modification (the "**Additional Use Fee**"). The Additional Use Fee shall accrue (i.e., shall be back-billed) from the date the installation of such unapproved Modification commenced.

12. Non-Interference.

(a) If the Facilities or portion thereof (for purposes of this Section, the "**Interfering Equipment**") causes any interference with any equipment placed on the Site prior to the Interfering Equipment, then User shall take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by User from Owner of notice of the existence of interference, User shall immediately cease operating and shall power-down the Interfering

Equipment (except for intermittent testing for the purpose of correcting such interference) until the interference is corrected and fully eliminated. If the interference is not rectified to the reasonable satisfaction of Owner within fifteen (15) days after receipt by User of such notice from Owner, User shall remove the Interfering Equipment from the Site. User agrees that it shall not alter the operations of the Facilities or replace, upgrade or otherwise modify the Facilities in a manner that is reasonably likely to cause interference with the operations of any other equipment which is then operating on the Site.

(b) If the communications equipment belonging to another tenant of Owner on the Site causes interference with the Facilities or portion thereof, as applicable, and the interfering equipment was installed on the Site prior to the Facilities being interfered with, then Owner will require such tenant to take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by Owner of notice from User of the existence of interference, Owner shall take such actions as are permitted by law and can be conducted without breach of the peace such as causing such tenant to cease operating and power-down its interfering equipment (except for intermittent testing for the purpose of correcting such interference) until such interference is corrected. If the interference is not rectified to the reasonable satisfaction of User within thirty (30) days after receipt by Owner of such notice from User, Owner shall exercise the remedies available to it under the tenant's written agreement granting the tenant an interest in the Site to cause such tenant to cease the interfering activity. User agrees to exercise its best and good faith efforts to cooperate with Owner and the tenant causing interference to try to resolve any interference issues on the Site.

(c) If antenna power output ("**RF Emissions**") becomes subject to any restrictions imposed by the FCC or any other government agency for RF Emissions standards on Maximum Permissible Exposure ("**MPE**") limits, or if the Site otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, User shall comply with Owner's reasonable requests for modifications to the Facilities which are reasonably necessary for Owner to comply with such limits, rules, regulations, restrictions or ordinances. Owner also shall request any other user(s) of the Tower to modify its equipment or otherwise assist in any actions which are reasonably necessary to comply with such limits, rules, regulations, restrictions or ordinances. The RF Emissions requirements of User shall be subordinate to any prior users of the Site. Similarly, the RF Emissions of users subsequent to User shall become subordinate to any requirements of User. If Owner or User require an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such evaluation or study shall be shared equally between Owner, User, and any other users of the Site. If said study indicates that RF Emissions at the Site do not comply with MPE limits, then Owner, User, and any subsequent tenants shall immediately take any steps necessary to ensure that they are individually, and collectively, in compliance with such limits or shall at the demand of Owner cease operations until a maintenance program or other mitigating measures can be implemented to comply with MPE limits. User shall have the right to terminate this Agreement in the event that such mitigation measures cannot be implemented without materially and adversely affecting the operation of the Facilities.

13. Taxes.

If Owner owns the Property in fee simple, then Owner shall be responsible for timely payment to the appropriate taxing or governmental authority of the full amount of all taxes and assessments levied upon the Property. If Owner derives its interest in the Property through the Prime Agreement, then Owner shall be responsible for timely payment to the appropriate taxing or governmental authority for the taxes and assessments levied upon the Property and for which Owner is responsible under the Prime Agreement. Owner shall be responsible for timely payment to the appropriate taxing or governmental authority of the full amount of all taxes and assessments levied upon the Tower and improvements or equipment located Property to which Owner holds title. Notwithstanding the foregoing, User shall be responsible for reimbursing Owner for any taxes and assessments reasonably attributable to User's Facilities and operations on the Premises, including without limitation, any sales tax. In the event Owner receives a notice of assessment with respect to which any portion User is responsible for reimbursement pursuant to the foregoing, Owner shall provide User with copies of each such notice.

14. **Default.**

(a) In the event User shall (i) default in the payment of the Use Fee or any other sum payable by User under this Agreement, and such default shall continue for a period of ten (10) days after receipt of written notice by Owner, (ii) default in the performance of any other covenants or agreements of this Agreement and such default shall continue for fifteen (15) days after User's receipt of written notice thereof or after the applicable cure period elsewhere set forth in this Agreement, or (iii) become bankrupt or insolvent or should any debtor proceeding be initiated by or against User, then Owner may pursue the following rights and remedies:

- (A) Terminate this Agreement and/or retake possession of the Premises, which retaking of the Premises may include, without limitation, disconnecting electrical power to User's Facilities;
- (B) Enter the Premises and relet same without termination of this Agreement, in which event User agrees to pay any deficiency after Owner is credited with the rent thereby obtained less all repairs and expenses (including the expenses of obtaining possession);
- (C) Cure the default and invoice User for the costs and expenses of same, which invoice shall be payable within ten (10) days of its receipt by User; and
- (D) Exercise any other remedy available at law or in equity.

(b) If User remains in default beyond any applicable cure period, whether or not User shall have terminated this Agreement, the following shall be immediately due and payable by User (i) all Use Fees and other charges, payments, costs and expenses due from User to Owner and in arrears at the time of the default, plus (ii) the Use Fee owed for the balance of the then current Term (not including, for the avoidance of doubt, any remaining Renewal Terms), plus (iii) all other charges, payments, costs and expenses herein agreed to be paid by User up to the end of such Term. User further agrees to pay the reasonable attorney's fees and costs of Owner, including court costs, if User engages an attorney to collect the Use Fee or otherwise enforce the terms and provisions of this Agreement.

(c) If User remains in default beyond any applicable cure period, whether or not Owner shall have terminated this Agreement, Owner may demand immediate removal by User of the Facilities from the Property, and if User fails to do so within thirty (30) days of receipt of Owner's demand, Owner may remove the Facilities at User's sole cost and expense. In such event, Owner shall not be liable to User for damage to the Facilities in the course of such removal, and User shall reimburse Owner for any damages to the Property caused by such removal.

(d) In the event Owner shall default in the performance of any other covenants or agreements of this Agreement and such default shall continue for thirty (30) days after Owner's receipt of written notice thereof or after the applicable cure period elsewhere set forth in this Agreement, then User shall have the immediate right to termination this Agreement upon written notice to Owner.

15. **Termination.**

Following the Commencement Date and provided that no default exists at the time of issuance of User's written notice, User may terminate this Agreement upon thirty (30) days prior written notice to Owner in the event that User, through no fault of its own, is unable to obtain or maintain, any governmental licenses, permits and approvals required of User for its use of the Premises (provided that in the case of the loss or revocation of any such required permit or license, User has used all commercially reasonable efforts to cause the reinstatement or re-issuance of such permit or license). In addition to any right to terminate provided hereunder, Owner shall have the right to terminate this Agreement in the event Owner determines, in Owner's sole and absolute discretion, that this Agreement is inappropriate or unnecessary for economic or technological reasons or no longer is accretive to

the operation of Owner's or its affiliates' business or operations (such termination shall be effective upon the date that is thirty (30) days after User's receipt of written notice of such termination from Owner).

16. **Removal of Equipment.**

Upon the expiration or termination of this Agreement, this Agreement and the Term shall terminate and all rights of User hereunder shall expire and terminate (but not any obligations that expressly survive termination of this Agreement) and User shall surrender the Premises to Owner and, within thirty (30) days after the expiration or termination of this Agreement, remove the Facilities and restore the Premises to substantially the same condition existing prior to User commencing the installation of the Facilities on the Premises, except for ordinary wear and tear, casualty, or acts of God. In the event the Facilities remain on the Premises for more than thirty (30) days following the expiration or termination of this Agreement (even if the Facilities have been disconnected) or if User does not completely surrender or restore the Premises, User shall pay Owner holdover fees equal to one hundred fifty percent (150%) of the Use Fee in effect immediately prior to the expiration or termination of this Agreement, which holdover fees shall accrue from the date of expiration or termination to the date User completes its obligations under this Section 16. If User fails to complete its obligations under this Section 16 within one hundred twenty (120) days following the expiration or termination of this Agreement, Owner shall have the right perform User's obligations hereunder. If Owner performs User's obligations under this Section 16, Owner shall not be liable to User for damage to the Facilities in the course of such removal, and User shall reimburse Owner for any restoration costs or any damages to the Property caused by such removal. This Section 16 shall survive the expiration or termination of this Agreement.

17. **Tower Damage.**

In the event that the Tower is fully or partially destroyed or damaged by fire, lightning, windstorm, explosion, collapse, vandalism, civil disturbance, aircraft or other vehicle damage or other casualty so as to be unfit for User's occupancy and Permitted Use and Owner determines, in Owner's sole discretion, that the Tower cannot be restored or rebuilt by Owner within 180 days or Owner determines, in Owner's sole discretion, that it shall not undertake restoring or rebuilding the Tower then either Owner or User may elect to terminate this Agreement by written notice to the other Party. User shall be entitled to a pro rata refund of its prepaid Use Fee for such time as it is unable to conduct its normal operations as a result of such total or partial destruction or damage or need of repair. Under no circumstances shall Owner be liable for any financial loss due to business interruption caused by the aforementioned circumstances.

18. **Eminent Domain.**

If the portion of the Property upon which the Tower, foundation, guy wire anchors or associated improvements is located or the Premises are acquired or condemned under the power of eminent domain whether by public authority, public utility, or otherwise, then this Agreement shall terminate as of the date title shall have vested in public authority. Owner shall be entitled to the entire amount of any condemnation award, except that User shall be entitled to make claim for and retain a condemnation award based on and attributed to the expense of removing its Facilities.

19. **Insurance.**

(a) User, at its own cost and expense, shall carry the following insurance during the Term of this Agreement: (i) "All Risk" property insurance which insures User's Facilities for its full replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$1,000,000 per occurrence and \$2,000,000 general aggregate covering all operations by or on behalf of User for personal injury and damage to property; (iii) commercial auto liability insurance, including coverage for all owned, non-owned and hired automobiles, with a coverage amount not less than 1,000,000 combined single limit for each accident and for bodily injury and property damage, (iv) workers' compensation insurance as mandated by state law where the Property is located for all of User's employees and employer's liability insurance in amount not less than \$1,000,000, (v) an umbrella insurance policy providing coverage in excess of User's primary commercial general liability, automobile liability and employer's liability

policies in an amount not less than \$5,000,000; and (vi) Workers' Compensation at statutory limits and Employers Liability and/or Stop Gap insurance with minimum limits of \$1,000,000 per accident or disease per employee. Vertical Bridge REIT, LLC, its parents, affiliates, subsidiaries, successors and/or assigns, and the Prime Landlord, if applicable, shall be named as additional insureds under User's commercial general liability insurance, commercial auto liability insurance, and umbrella insurance policy.

(b) User shall cause each contractor or subcontractor hired to perform work on the Property to maintain insurance coverages and limits of liability of the same type and the same amount as required of User under this Section 19, adjusted to the nature of the contractor's or subcontractor's operations.

(c) Certificates of insurance, as evidence of the insurance required by this Agreement, shall be furnished by User to Owner before any access to the Property or construction is commenced by User, its employees, agents, contractors or subcontractors. The certificates of insurance shall provide that the broker will endeavor to give written notice of cancellation of the above-required insurance policies or reduction in the limits required above to the certificate holder thirty (30) days prior to cancellation.

20. Indemnification.

(a) User agrees to indemnify, defend and hold Owner, the Prime Landlord, if applicable, their affiliates, and their respective officers, directors, employees, managers, equity holders, agents, and lenders (collectively, the "**Owner Indemnified Parties**") harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against the Owner Indemnified Parties and which arise from (i) any act or omission or omission by User or any of its employees, agents, contractors, or subcontractors in, on or around the Property (together, "**Agents**") or (ii) User's breach of this Agreement, except to the extent caused by the gross negligence or willful misconduct of Owner.

(b) Owner agrees to indemnify, defend and hold User, its affiliates, and their respective officers, directors, employees, managers, equity holders, agents, and lenders (the "**User Indemnified Parties**") harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against the User Indemnified Parties and which arise from Owner's negligence in, on or around the Property, except to the extent caused by the gross negligence or willful misconduct of User or its Agents.

(c) Notwithstanding anything in this Agreement to the contrary, User and Owner hereby waive any claim that they may have against the other Party with respect to any consequential, punitive, or special damages.

(d) This Section 20 shall survive the expiration or termination of this Agreement.

21. Assignment.

User shall not assign, mortgage or encumber this Agreement (any direct or indirect transfer of the ownership interest in User shall constitute an assignment for purposes of this Agreement) without the express written consent of Owner, which may be withheld in Owner's sole and absolute discretion. User acknowledges and agrees that it shall not have any rights to sublet or permit the Premises or any part thereof to be used by others. Notwithstanding the foregoing, User may freely, without Owner's consent, assign its interest hereunder to any entity which directly controls, is controlled by, or is under common control of User or an entity that obtains control of User during the term of this Agreement. For the purposes of this Section 21, the term "control" means the ownership, direct or indirect, of sufficient voting shares of an entity, or otherwise the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, or the power to veto major policy decisions of any such entity, whether through the ownership of voting securities, by contract or otherwise. No such assignment or transfer shall release

User or its assignee or transferee from any of the obligations arising under this Agreement. A sale or other transfer of the direct or indirect ownership interests in User shall be deemed an assignment hereunder.

22. **Waiver of Lien.**

User hereby waives any and all lien rights User may have, statutory or otherwise, in and to the Site or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

23. **Warranty of Title and Quiet Enjoyment.**

Owner warrants that upon User paying the Use Fee and observing and performing all of the terms, covenants and conditions on User's part to be observed and performed under this Agreement, User may peacefully and quietly enjoy the Premises.

24. **Non-Recourse.**

User agrees that regarding any claim against Owner, including any claim of default by Owner under this Agreement or in any claim or cause of action arising under this Agreement or arising out of Owner and User's relationship created by this Agreement, the sole and exclusive remedy of User will be against the interest of Owner in the Site and Owner will have no other liability hereunder. User will not enforce any judgment against Owner except against the interest of Owner in the Site. In no event will any member, manager, officer, agent or employee of Owner have any personal liability to User. User agrees that this provision will apply to any and all liabilities, claims, and causes of action whatsoever, including those based on any provision of this Agreement, any implied covenant, or any statute or common law principle.

25. **Estoppel Certificate.**

User agrees that it will from time to time, within ten (10) days after receipt of written request by Owner, execute and deliver to such persons as Owner shall request, a statement, in recordable form, certifying that the Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which fees and other charges payable under the Agreement have been paid, stating that to the best of User's knowledge (without independent investigation) that Owner is not in default under the Agreement (or if User alleges a default, stating the nature of such alleged default), and further stating such other matters as Owner may reasonably request regarding the status of this Agreement.

26. **Subordination.**

This Agreement is and shall be subordinate to the Prime Agreement, if applicable, all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Property by Owner and the Prime Landlord, if applicable, and to all renewals, modifications, consolidations and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor, mortgagee or applicable security interest holder. Upon User's request, Owner agrees to exercise commercially reasonable efforts to obtain from Owner's mortgagee who may now or hereafter have an interest in the Site a Subordination, Non-Disturbance and Attornment Agreement (an "**SNDA**") in a form acceptable to such mortgagee. In the event Owner's mortgagee declines to enter into an SNDA, Owner shall be deemed to have satisfied its obligations hereunder.

27. **Mechanics Liens.**

Owner and User expressly acknowledge and agree that neither User nor any one claiming by, through or under User, including without limitation contractors, sub-contractors, materialmen, mechanics and laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Site nor upon any building or improvement thereon. All parties with whom User may deal are hereby put on notice that User has no power to subject Owner's interest in the Site to any

Delray Beach, Florida 33444
Attention: Lease Administration
Ref: US-VA-8574

With a mandatory copy to:

Vertical Bridge AM, LLC
22 W. Atlantic Ave, Suite 310
Delray Beach, Florida 33444
Attention: General Counsel
Ref: US-VA-8574

As to User:

Prince Edward County VA
111 N. South Street
Farmville, VA 23901

32. **Miscellaneous.**

(a) **Entire Agreement; Amendments.** This Agreement and any other documents referred to herein or delivered pursuant hereto, which form a part hereof, contains the entire understanding of the Parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertaking other than expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the Parties. No modification of this Agreement shall be effective unless contained in writing signed by the authorized representative of both Parties.

(b) **Severability.** It is the intention of the Parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid, then the provision shall have the meaning which renders it valid. If any term or provision, or any portion thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(c) **Successor and Assigns.** This Agreement shall inure to the benefit of and be binding upon Owner, its successors and assigns, and shall be binding upon User, its permitted successors and assigns, and shall inure to the benefit of User and only such assigns of User as are permitted herein. Except as expressly provided otherwise, nothing contained in this Agreement shall be construed so as to confer upon any person's rights of a third party beneficiary.

(d) **Remedies Cumulative.** The remedies provided herein shall be cumulative and shall not preclude the assertion by any Party of any other rights or the seeking of and other remedies against the other Party.

(e) **No Waiver.** Should Owner permit a continuing default of User in User's performance of the terms of this Agreement, the obligations of User hereunder shall continue and such permissive default shall not be construed as a renewal of the term hereof nor as a waiver of any of the rights of Owner or obligations of User hereunder.

(e) **Applicable Law.** This Agreement shall be governed by the laws of the State where the Property is located without regard to the principles of conflict of laws thereunder.

(f) **Waiver of Jury Trial.** The Parties hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating in any way to this Agreement, including any counterclaim made in such action or proceeding, and agree that any such action or proceeding shall be decided solely by a judge. Each Party hereby acknowledges that it has been represented by counsel in the negotiation, execution and delivery of this Agreement and that its lawyers have fully explained the meaning of this Agreement, including in particular the jury-trial waiver.

(g) Attorneys' Fees. In the event of any dispute between the Parties, the prevailing party shall be reimbursed for its reasonable attorneys' fees and other costs incurred in enforcing its rights or exercising its remedies under this Agreement. Such right of reimbursement shall be in addition to any other right or remedy that the prevailing Party may have under this Agreement.

(h) Counterparts; Faxed Signature Pages. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any faxed signature page hereof shall be considered an original signature page and be effective for all purposes to evidence such party's execution hereof.

(i) Owner and User Entity. Owner and User hereby covenant and warrant that: (i) each is a duly constituted organization (corporation, limited partnership, limited liability company, partnership non-profit corporation, etc.) qualified to do business in the state in which the Property is located; (ii) all corporate franchise or other entity-related taxes have been paid to date; (iii) all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed by Owner or User, as applicable and when due; (iv) and such person signing on behalf of Owner or User is duly authorized by the governing body of such corporation to execute and deliver this Lease on behalf of the corporation.

(j) Representations and Warranties. Owner and User each represent and warrant to the other that it is legally qualified, empowered and able to enter into this Agreement, and that the execution, delivery and performance hereof shall not constitute a breach or violation of any agreement, contract or other obligation or any kind to which the party is subject or by which it is bound.



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

OWNER:

Vertical Bridge Real Estate, LLC
a Delaware limited liability company

USER:

Prince Edward County VA
a government entity

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A

Property

EXHIBIT B-1

Collocation Application

EXHIBIT B-2

Installation Plans

EXHIBIT C

Prime Agreement