



PHYSICAL DEVELOPMENT COMMITTEE
City Council Committee

Tuesday, July 8, 2025 | 3:00 PM
2nd Floor Training Room- City Hall
900 Church Street
Lynchburg, VA 24504

AGENDA

- I. Welcome** *Councilmember Jacqueline Timmer, Chair*
 - I.1. A Minute for Planning - Community Development
- II. Information Items**
- III. General Business**
 - III.2. Milestone Cell Tower Site Lease
 - III.3. Conserved Open Space Designation (Perrymont Park Improvements)
- IV. Roll Call**
- V. Next Regular Meeting**

AGENDA ITEM SUMMARY

MEETING DATE

July 8, 2025

PRESENTED BY

Gaynelle Hart, Director of Public Works

AGENDA ITEM # III.2

Milestone Cell Tower Site Lease

RECOMMENDATION

Receive Information Concerning Milestone Site Leases and a request to place a cell tower at the Lynchburg City Schools (LCS) Facilities and Transportation Department, 3525 John Capron Road

SUMMARY

The City of Lynchburg and Milestone Communications, LLC have a master marketing agreement where the City can consider leasing space for cell phone towers and providers on public property. The City has 3 towers on public property that have resulted from that Milestone agreement.

Lynchburg City Schools is in receipt of a request from Milestone Towers, LLC to place a cell tower at the Facilities and Transportation Department property located at 3525 John Capron Road. The proposed cell tower is in alignment with the school division's planned use of the referenced property and would provide monthly revenue to the City of Lynchburg. This request was reviewed by the Lynchburg City School Board on October 15, 2024. The attached resolution of the proposed agreement was adopted by the Board at that time. In the resolution, the School Board requested that funds received for this lease be designated to the Schools Capital Fund for improvements specifically to the Facilities and Transportation Department property located at 3525 John Capron Road.

Staff will provide an overview of existing facilities for the Physical Development Committee and request consideration of the new facility at the LCS site. This matter will then appear before the City Council for a public hearing and approval on August 26, 2025.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

There will be a positive revenue stream as a result of this lease, the scale of which is to be determined based on the number of carriers leasing space on this tower.

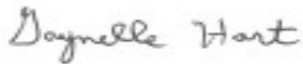
CONTACT(S)

Gaynelle Hart, Director of Public Works

ATTACHMENT(S)

1. Presentation
2. Milestone - Site Lease (3525 John Capron Road)
3. Attachment 1
4. Exhibits to Lease
5. School Board Resolution of Support
6. Concept Plan
7. Approximate Location of Proposed Cell Tower Placement
8. Proposed Resolution - Milestone Site Lease (3525 John Capron Road)

REVIEWED BY



Gaynelle Hart, Director of Public Works

Date: July 01, 2025



Kent White, Assistant City Manager

Date: July 02, 2025



Gregory Patrick, Deputy City Manager

Date: July 03, 2025



Alicia Finney, Clerk of Council

Date: July 03, 2025

MILESTONE CELL TOWER SITE LEASE REQUEST

Physical Development Committee
July 8, 2025



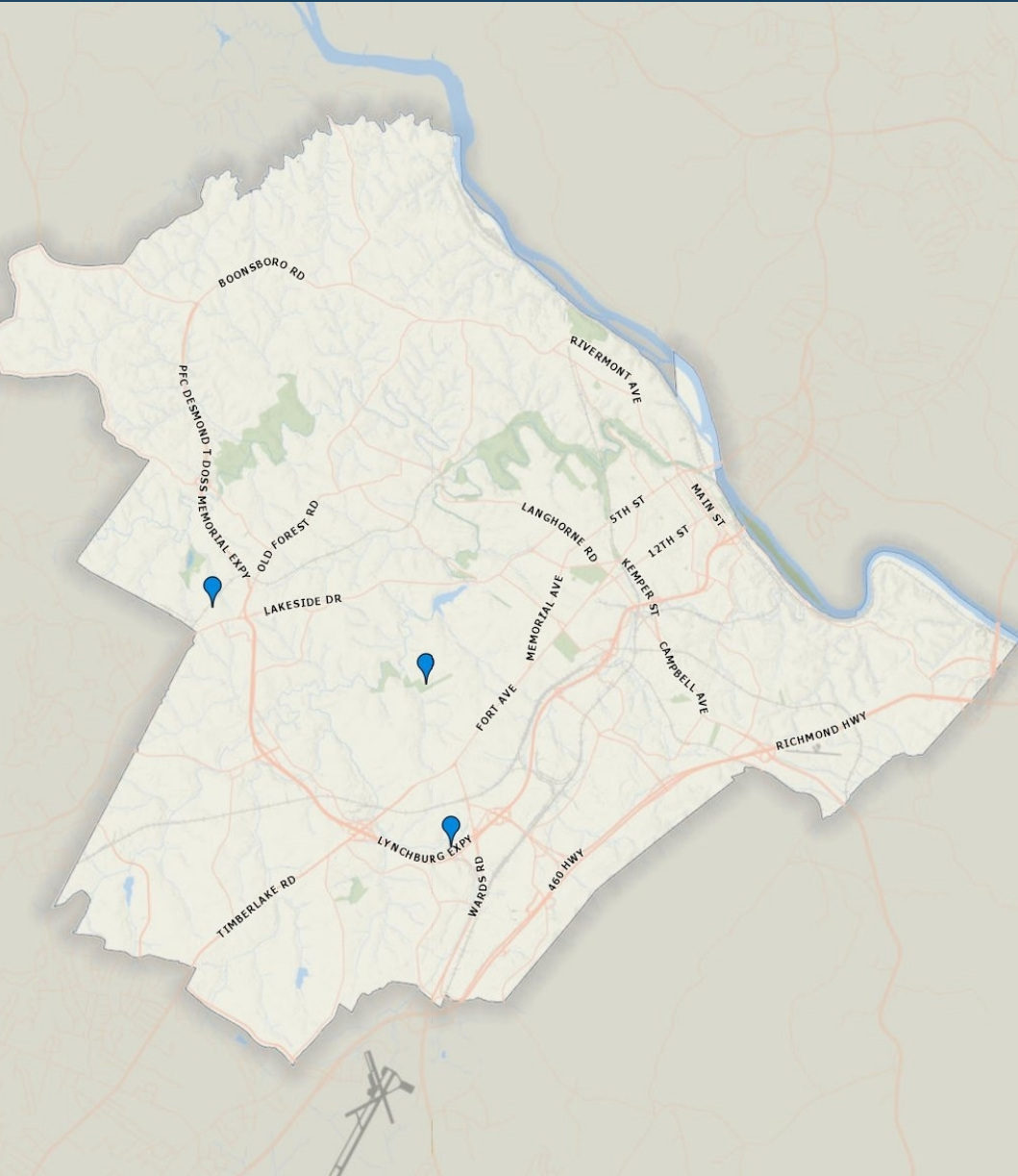
PURPOSE & ACTION

Purpose:

The Lynchburg City School Board has requested the City (i) approve a lease with Milestone Towers, LLC to place a cell tower at their Lynchburg City Schools Facilities and Transportation and (ii) appropriate funds received from this lease to the Schools Capital Fund for improvements to the Facilities and Transportation Department property.

Why:

The City of Lynchburg and Milestone Communications, LLC have a master marketing agreement where the City can consider leasing space for cell phone towers and providers on public property.



BACKGROUND

- Master marketing agreement with Milestone since 2013
- 3 Milestone towers built on City property since
 - ✓ 409/459 Perrymont Avenue (Perrymont Park) approved in 2013
 - ✓ 2624 Lakeside Drive (Fire Station 7) approved in 2013
 - ✓ 2521 Old Wards Road (vacant) approved in 2021
- Rent and Access fees
 - ✓ 40% of monthly gross rental revenue
 - ✓ \$25,000 site fee for tower/1st carrier + \$5,000 for each carrier



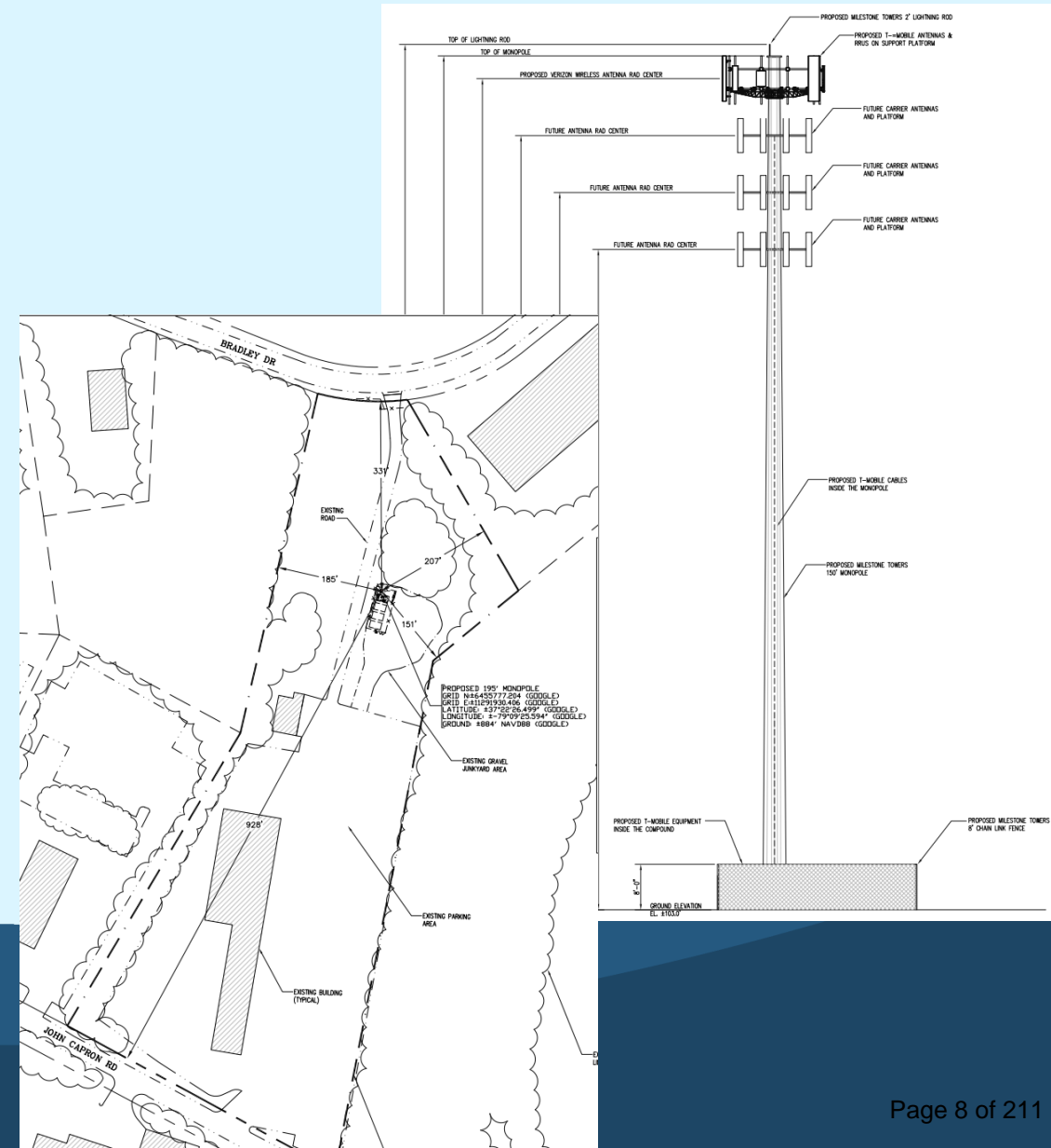
PROPOSED LEASE SITE

- LCS Facilities and Transportation Department
3525 John Capron Road
- Zoned I3, Heavy Industrial; cell towers allowed without Council zoning approval, provided they are less than 150' feet.
- Access to tower would be at back of property, off of Bradley Drive
- Economic Development outreach to businesses



NEXT STEPS

- Public Hearing on August 26, 2025
Regular City Council Meeting
 - ✓ Resolution to lease property to Milestone Tower, LLC
 - ✓ Appropriation of funding to Schools Capital Fund for maintenance of the Facilities and Transportation Department site where tower is located



LEASE AGREEMENT

SITE: 3525 John Capron Road
Lynchburg, VA 24501

THIS LEASE AGREEMENT (hereinafter, the “Lease”), made and entered into this **26th day of August, 2025**, by and between the CITY OF LYNCHBURG, a Municipal Corporation of the Commonwealth of Virginia, with an address of 900 Church Street, Lynchburg, VA, 24504, herein referred to as the “City,” and MILESTONE TOWER LIMITED PARTNERSHIP-IV, a Delaware limited partnership, with an address of 12110 Sunset Hills Road, Suite 100, Reston, VA 20190, herein referred to as “Milestone,” and LYNCHBURG CITY SCHOOLS, the School Division of the City of Lynchburg, Virginia, herein referred to as “School”, recites and provides as follows:

RECITALS

1. City is the owner of the parcel of improved real estate located in Lynchburg, Virginia known as City of Lynchburg Tax Map Parcel 11501003 and described in Exhibit A attached hereto and incorporated herein by reference (the “Site”). The Site is presently operated by City for government and school purposes. The Site is leased by the School and the School joins in this Lease to evidence the School’s consent to this Lease. It is agreed that where consent or notice is required under this Lease by Milestone, Milestone will obtain consent and provide notice to both City and School, Milestone will include School on any insurance policies required by this Lease and Milestone shall avoid any adverse impacts on the activities of School as well as City.

2. City and Milestone are parties to that certain City-wide Lease dated September 11, 2013 (the “Master Franchise”) pursuant to which the requirements of Virginia Constitution Article VII § 9 and Virginia Code § 15.2-2100 relating to the lease of this Site were satisfied. **A copy of which is attached as Attachment 1 and incorporated herein by reference.**

3. Milestone is a limited partnership duly organized, validly existing and in good standing under the laws of the state of Delaware, and is duly authorized to do business in the City of Lynchburg, Virginia; and has all requisite power and authority to accept, execute, deliver and perform this Lease and all agreements entered into or delivered in connection with or as contemplated hereby.

4. Milestone intends to construct a free-standing monopole satisfying the requirements of this Lease and all applicable laws (the “Monopole”), and to lease from City land on which Milestone intends to construct an equipment compound in the size, location and dimensions as shown on Exhibit A, attached hereto and made a part hereof, for the installation of equipment operated by Milestone or the Carriers (as defined below) on the Site (the “Compound”). Milestone intends to lease space on the Monopole and in the Compound to telecommunications or other wireless communications providers (the “Carriers” and each individually, a “Carrier”) in compliance with the terms hereof. Such Carriers may install

antennas on the Monopole and construct equipment platforms (each, an “Equipment Platform”) to support their communications equipment within the Compound (the Monopole, the Compound, each Equipment Platform and all antennas, dishes, lines, cables and other equipment or items shall collectively be referred to herein as the “Base Station” or “Facilities”).

5. The parties now desire to set forth the terms pursuant to which City shall lease a portion of the Site to Milestone for the purposes just described.

NOW, THEREFORE, in reliance of the Recitals set forth above and for and in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. LEASE AGREEMENT:

a. Subject to and in accordance with the provisions of this Lease, City hereby leases to Milestone and Milestone hereby leases from City, that space within the Site in the size, location and dimensions as shown on Exhibit A and designated on Exhibit A as the “Lease Area” (the “Lease Area”) all as shown and described in Exhibit A attached hereto, which, together with the Appurtenant Easements (defined in Section 2), shall be referred to collectively as the “Leased Premises.” Subject to and in accordance with the provisions of this Lease, the City hereby grants to Milestone the nonexclusive right, privilege, franchise, and authority, to install, operate, and maintain a telecommunication Monopole and ground telecommunications equipment on the Site, and to lease space on the Monopole and the Leased Premises to Carriers. Exhibit A, shall be deemed to include Exhibits A-1 and A-2, attached hereto and incorporated herein, as a component thereof.

b. Except for those portions of the Leased Premises that are fenced with the permission of City (which portions shall generally be the area immediately surrounding the Compound) and the actual space occupied by the Monopole (the “Exclusive Leased Premises”), the Leased Premises shall be demised to Milestone on a non-exclusive basis. City and its invitees, permittees, agents and contractors expressly reserve the right to have, and shall have, free and full use of the Non-Exclusive Leased Premises, including, without limitation, the right of pedestrian and vehicular ingress and egress over and through the Non-Exclusive Leased Premises in accordance with the terms hereof. City shall also have free and full access to the Monopole (at City’s risk) for the purpose of maintaining, repairing and replacing any lights on the Monopole, to the extent it is required to do so. Without the prior written consent of City, Milestone shall not alter, relocate or modify the lights on the Monopole (if any). Milestone and Carriers shall erect no signs on the Site except on the Exclusive Leased Premises or with the City’s prior express permission in writing. This Lease grants Milestone no right to use City-owned useable antenna support structures such as City-owned water tanks, buildings, etc. or other structures, facilities or equipment belonging to City except as expressly stated herein.

c. Milestone acknowledges that with the exception of the air space over the land actually occupied by the Monopole, the Leased Premises shall include the air rights over the land only to a height which is the lesser of ten (10) feet above the ground elevation or the bottom of the bleachers or other structure that is situated above the Leased Premises. City and Milestone

acknowledge that the exact location of the Leased Premises is, as of the date of the execution hereof, the parties' current intent with respect thereto, however the final location may be subject to modification (by agreement of the City Manager and an authorized agent of Milestone) based upon the Milestone's governmental approval process. Milestone and City therefore each covenant and agree, subject to each party's approval as required in the immediately preceding sentence, to execute an addendum hereto at such time as the final location of the Leased Premises is determined in the event that such location differs from that as set forth on Exhibit A. **Milestone hereby accepts the Leased Premises "AS IS" and in their present condition without any representation or warranty of City except any that may be expressly set forth in this Lease.**

d. Notwithstanding the foregoing, Milestone acknowledges and agrees that it is solely responsible for performing all necessary due diligence regarding the Site and the Leased Premises, including confirming by way of a title report and examination that City holds legal title to the Site and that no matters affecting title to the Site prohibit, impair or require third party consent to the leasing of the Leased Premises to Milestone, the construction of the improvements contemplated hereunder or any other matter relating or pertaining to this Lease (the "Due Diligence Matters"). In no event shall City have any responsibility for or liability with respect to the Due Diligence Matters, all of which are hereby waived by Milestone. Milestone agrees to strictly comply, at its sole cost and expense, with all recorded documents, instruments and agreements affecting title to the Site, and defend, indemnify and hold harmless City against any cost, expense, claim, demand, obligation, cause of action or liability with respect to any violation thereof by Milestone or its agents or sublessees.

e. Until the termination or expiration of this Lease, title to the Monopole and the portions of the Base Station owned by Milestone shall remain with Milestone except that title to the Monopole and/or those portions of the Base Station owned by Milestone that City has required to remain on the Leased Premises shall, at the option of City, vest in City after the termination or expiration of this Lease, and Milestone agrees to promptly execute such further assurances thereof as shall be requested by City.

2. EASEMENTS SERVING LEASED PREMISES:

a. City hereby grants to Milestone such easements as may be needed to install, operate, and maintain telecommunication Monopole and ground telecommunications equipment as easements appurtenant to the leasehold granted to Milestone in this Lease (such easements collectively, the "Appurtenant Easements). With the exception of Milestone's grant of use of the Appurtenant Easements to Carriers and utility providers (as applicable), the Appurtenant Easements may not be assigned or otherwise transferred in whole or in part separately from the leasehold granted under this Lease, and any such attempted assignment or transfer shall be void.

i. City grants Milestone a nonexclusive, temporary construction easement of varying dimensions over, on, and through adjoining and adjacent portions of each Site, as shown on Exhibit B (Easements) and identified as the "Temporary Construction Easement", for construction and installation of the Base Station upon the Leased Premises. Such temporary construction easement shall terminate upon the completion of Milestone's construction described

in Section 7 provided that such term shall be extended for such period of time as Milestone may be prevented from constructing the Base Station by reason of force majeure, and may be extended for such further period as City in its discretion may agree.

ii. Milestone shall be permitted the non-exclusive use of a right-of-way twenty feet (20') in width, as shown on Exhibit B (Easements) hereof and described as the "20' Wide Access and Utility Easement," or such other right-of-way of similar dimensions as City may designate during the term of this Lease, to construct, erect, install, operate and maintain underground communication cables from the Leased Premises, over, across and through that portion of the Site.

iii. City hereby agrees to grant to the local utility and telephone companies, on terms acceptable to City in its reasonable discretion, the non-exclusive easements and rights-of-way to construct, maintain, operate and repair communication and electric power lines, conduits and systems over those portions of the Site designated on Exhibit B (Easements) hereof and described as the "20' Wide Access and Utility Easement," or such other right-of-way of similar dimensions as City may designate during the term of this Lease, and the right-of-way of Milestone provided for in Subsection 2 a(ii) during the term of this Lease for purposes of installation and provision of telephone and electric service to the Base Station.

iv. City hereby grants Milestone a non-exclusive easement and right-of-way twenty feet (20') in width for ingress to and egress from the Leased Premises by Milestone and the Carriers, for vehicular traffic for constructing, installing, maintaining, operating and repairing the Base Station, over that portion of the Site designated on Exhibit B (Easements) hereof and described as the "20' Wide Access and Utility Easement", or such other right-of-way of similar width as may be designated by City to provide such access to the Leased Premises and the Base Station.

b. City shall have the right to direct Milestone to relocate any of the Appurtenant Easements (provided that there shall be no termination thereof, and no interruption of service or access as a result thereof other than such short term interruption as is necessary to effectuate the physical relocation, provided that City and Milestone shall attempt to ensure that the replacement Appurtenant Easement is in place prior to such relocation such that any such interruption shall be as minimal as reasonably practicable). If such relocation occurs after the installation of utilities or facilities therein, such relocation shall be at Milestone's expense. However, Milestone will only be required to relocate its facilities in connection with a City project that is undertaken by the City in order to provide a public use. In planning its projects the City will make reasonable efforts to design them in such a way that it will not be necessary for Milestone to have to relocate its facilities. In the event it is necessary for Milestone to relocate its facilities because of a City project, the City will work with Milestone to find another suitable location for the relocation of Milestone's facilities and the City will waive any permit or other fees associated with the relocation.

c. With the exception of the temporary construction easement provided for in Section 2 a(i), which may expire sooner as provided in such section, and any utility easements to third-party utility or power companies, which shall expire in accordance with their terms, the term of all Appurtenant Easements shall automatically expire upon termination of this Lease

without the need for further act of any party. Notwithstanding the foregoing, if requested by City, Milestone shall execute and deliver to City, in recordable form, such documents as City may request to evidence of record the termination of all Appurtenant Easements as just provided.

3. USE OF LEASED PREMISES:

a. Milestone shall use the Leased Premises solely for construction, operation and leasing of the Base Station as provided herein, and shall use the Appurtenant Easements solely for the applicable purposes described in Section 2. City makes no representation or warranty whether such use is permitted by any laws or regulations applicable to the Leased Premises, and Milestone is solely responsible for determining whether such use is permitted, and for securing all necessary licenses, permits and approvals therefor.

b. Notwithstanding any other provision of this Lease, Milestone acknowledges the absolute primacy of the City's and School's use of the Site, for government and school purposes, and that Milestone's rights under this Lease (and, accordingly, any Carrier rights under a Carrier Sublease (as defined below) are subject and subordinate to City's use and operation of the Site. Accordingly, in exercising their rights under this Lease, Milestone shall use commercially reasonable efforts to avoid any adverse construction, operational or other such impact on the Site or the City's use and operation thereof, whether such impacts arise from work or activities being performed or undertaken on or off of the Site (utility outages arising from off-site utility relocation, for example), and, notwithstanding any other provision of this Lease, Milestone will use commercially reasonable efforts to cause such entry, work or activities to be performed or undertaken at such times, and to occur in such manner, as City may reasonably require, in its reasonable discretion, to avoid any adverse impacts to the Site or the City's use thereof. Further, Milestone agrees that it will cause each Carrier to comply with the provisions of this Section 3. Pursuant to the provisions of Section 8b, Milestone shall be responsible for repairing all damage to the Base Station, the Leased Premises or the Site caused by Milestone or any of Milestone's employees, contractors or agents. In case of emergencies threatening life or safety or any component of the Base Station, Milestone may enter the Leased Premises without prior notice to City, provided Milestone notifies City of such entry, and the nature of the work performed or undertaken as a result of such emergency, as soon as practicable after Milestone's entry. Notwithstanding the foregoing, Milestone shall have the right to make customary and routine inspections of the Leased Premises upon one (1) business day prior notice, provided that (i) such entry is only for the purpose of inspecting the Leased Premises, conducting routine maintenance and repairs (provided such maintenance and/or repairs do not require alteration of the structural elements to the Base Station or the Monopole or the addition or substitution of any electrical cabinet or equipment shelter) and (ii) the worker or workers who make such inspections check-in with the appropriate personnel at the Site prior to accessing the Leased Premises and, in all cases, follow all procedures required by Site personnel.

c. The City and School, shall be permitted to lease, without the requirement for payment of any compensation to Milestone, one (1) platform on the Monopole (which lease shall include a ground location for the City and School to construct a facility to install its ground based facilities appurtenant thereto) at locations on the ground and on the Monopole mutually agreed upon by the City, School, and Milestone, provided that the transmissions do not interfere with those of any Approved Carrier on the Site (or under a letter of intent) at the time such lease

is granted, and further, City and School shall be entitled to lease space within the Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale), in accordance with Section 10 hereof. In addition to the platform provided on a Monopole to the City and School, if requested to do so, Milestone will also provide a platform on a Monopole at a height/location mutually agreed upon the City, School, and Milestone that will allow the Central Virginia Radio Communications Board which operates the regional emergency communications system for Amherst County, Bedford County and the City of Lynchburg, to install its communications facilities on the Monopole and ground based facilities without the payment of any compensation to Milestone. Notwithstanding anything to the contrary contained herein, the size, type, number, height and weight of the City's and School's antennas, facilities, shelters, platforms and any other equipment to be installed by the City and School is subject to Milestone's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

4. TERM:

a. This Lease shall be effective for a term of thirty (30) years beginning on September 1, 2025, ("Commencement Date"), and ending on August 31, 2055, unless sooner terminated or extended pursuant to the provisions of this Lease. Notwithstanding the foregoing, if the Monopole is not constructed within twelve (12) months after the date Milestone obtains all required governmental approvals and permits, this Lease may be terminated by City with thirty (30) days written notice to Milestone. Further, in the event that at any time after the initial construction of the Monopole on the Site, the Monopole remains vacant (i.e., with no Carrier Sublease applicable thereto) or no Carrier is paying rent therefor for a period of six (6) consecutive months, this Lease may be terminated by City with thirty (30) days written notice to Milestone. In the event that City elects to terminate this Lease due to the conditions described in the previous two sentences, then during the sixty (60) day period after receipt of City's termination notice, Milestone shall be permitted to elect to pay the City the amount that would have been due if one (1) Carrier Sublease was executed and paying full rent and, if Milestone begins the payment of such amount prior to the date that is sixty (60) days after receipt of City's termination notice, then City's termination notice shall be deemed null and void and the lease for the site shall continue in full force and effect. In addition, Milestone or City may terminate this Lease with sixty (60) days prior notice to City if (i) Milestone is unable to obtain or maintain in force all necessary governmental approvals or (ii) interference by or to Milestone's operation cannot, despite good faith negotiations between Milestone and City in accordance with the terms hereof, be resolved. In addition, Milestone may terminate this Lease with sixty (60) days prior notice to City if (i) a material change in government regulations makes it impractical, unlawful, impossible or uneconomic for Milestone to continue to operate the Facilities under such lease, (ii) Milestone is unable to lease space within the Base Station to Carriers for a period of twelve (12) months after the date Milestone obtains all required governmental approvals and permits, (iii) the Site or the Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient in Milestone's reasonable judgment, adversely to affect Milestone's use of the Site or (iv) if, after the execution of this Lease, Milestone is unable to operate the Base Station due to the action of the F.C.C. or by reason of any law, physical calamity, governmental prohibition or other reasons beyond Milestone's control, subject to Milestone's restoration obligations under Section 4b hereof.

b. At the end of the term of this Lease, whether by the passage of time or the exercise by any party of any right of termination, Milestone shall surrender the Leased Premises to City in the condition specified in this Section 4b. Within sixty (60) days after the end of the term of this Lease, City shall notify Milestone of its election to (i) have Milestone dismantle and remove the Base Station, or any component thereof, including, but not limited to, any or all of Milestone's facilities from the Leased Premises and the Site (except for underground cables which do not and will not present a health or safety risk, and any other improvements which are 2 feet or more below grade) or (ii) have the Monopole and/or Base Station (other than those portions of the Base Station owned by the Carriers) remain on the Leased Premises. If City fails to make such an election within the sixty (60) day period, Milestone shall inform City in writing, and City shall have an additional thirty (30) days to make the election. If City fails to make an election, it shall be deemed to have elected option (i). If City elects or is deemed to elect option (i), Milestone shall promptly (and in any event within one hundred twenty (120) days) remove the designated facilities from the Site, at Milestone's sole cost and expense; provided, however, that Milestone shall, with City's approval, be entitled to leave in place underground cables which City determines do not and will not present a health or safety risk, and any other improvements which are two (2) feet or more below grade. If City elects option (ii), title to the facilities designated by City shall immediately vest in City, without the necessity of further action by City or Milestone, and City agrees to assume all responsibility and liability for the facilities and any damages or claims related thereto arising from and after the date of title vesting in the City. Notwithstanding the foregoing, if so requested by City, Milestone shall execute such further assurances thereof as shall be requested by City. Further, nothing herein contained shall be deemed to prohibit or restrict any Carrier from removing its equipment to the extent permitted to do so under any Carrier Sublease.

c. Subject to Section 4b, the Base Station, including the Monopole, and other equipment, shall during the term of this Lease be deemed the personal property of Milestone and/or the Carriers, as applicable.

5. RENT & ACCESS FEE:

a. Beginning on the Commencement Date, and thereafter on the tenth day of each calendar month during the term and any extension term of this Lease, Milestone shall pay to the City, in legal tender of the United States of America without demand, setoff or deduction whatsoever, as monthly rent for the Leased Premises, an amount equal to forty percent (40%) of the Monthly Gross Rental Revenues (as defined below) derived from the use, leasing or occupancy of any portion of the Monopole or Base Station for the preceding calendar month. The term "Monthly Gross Rental Revenues" shall mean all revenue actually collected by Milestone from Carriers with respect to the Site, except as provided below, payable for such period (or the pro rata share thereof applicable to such period) by Milestone on the Leased Premises or the Base Station. All rental payments shall be made by check payable to City at the City's Billings and Collections Division, City Hall Building, 900 Church Street, Lynchburg, VA 24504, Attention: Billings and Collections Manager, or such other address as the City may from time to time provide. In no event will Milestone's payment to City under this provision be less than one thousand (\$1,000.000) per site. All expenses related to the Facilities shall be borne by Milestone; provided however that in the event any real estate related ad valorem or other taxes

are assessed against the Facilities (as opposed to personal property or the income derived from the Facilities) the same shall be deducted from Monthly Gross Rental revenues for purposes of the calculation of compensation payable to City hereunder. The following reimbursable expenses paid by Carriers to Milestone are one-time payments and shall be excluded from the calculation of Monthly Gross Rental Revenues (provided that such reimbursable expenses are not in lieu of or in substitution for any rent under the Carrier Sublease): (a) expenses incurred to extend power, telecommunication lines/equipment and any other utilities to the Facilities, (b) any extraordinary expenses incurred to clear, grade and construct the vehicular access from the nearest road to the Facilities and (c) any expenses incurred to purchase and install a stealth monopole (i.e. tree, clock tower or any other nonstandard monopole) above and beyond the expenses for a standard monopole. The expenses described in the preceding sentence shall include, but not be limited to, engineering, construction administration, application and legal fees and expenses. The compensation hereunder to City shall be accompanied by a statement, signed by an officer of Milestone, verifying the calculation of the compensation for the applicable month.

b. In addition to the rent described in the preceding paragraph, any other amounts payable under a lease or this Lease to City, however denominated, shall be deemed additional rent, and City shall have all rights and remedies in respect of payment and collection thereof as are applicable to rent. Any amounts payable hereunder by Milestone that are not paid when due shall (a) be subject to a late charge of five percent (5%) of the amount due and (b) bear interest from the date due at a rate of fifteen percent (15%) per annum.

c. Within ten (10) days after the earlier to occur of that date on which (i) Milestone receives all necessary governmental approvals for the Site or (ii) Milestone commences construction-related work on the Site, Milestone shall pay City a Site Fee of Twenty-five Thousand and No/100 Dollars (\$25,000.00) ("Site Fee"). Additionally, Milestone shall pay City an additional five thousand and No/100 Dollars (\$5,000.00) collocation fee for each Carrier after the first Carrier that installs on the Monopole within ten (10) days of the earlier to occur of (i) the collocation occurring or (ii) Milestone's receipt of its first payment from the Carrier for collocation. In the event Milestone fails to timely pay any Site Fee due hereunder, Milestone shall, in addition to owing City such Site Fee, pay to City interest on the amount thereof from the date due through the date of payment of such Site Fee to City, in an amount equal to the Prime Rate of interest as published from time to time by The Wall Street Journal plus four percent (4%).

d. To ensure Milestone's proper removal of the Monopole and Base Station from the Site at the end of the term of this Lease in accordance with Section 4b (as elected by City), and to ensure the removal work is done in a proper manner without undue damage to the Site or other property of the City, Milestone shall furnish to the City a security deposit in the amount of Twenty Thousand Dollars (\$20,000.00) (together with all accrued interest thereto, the "Security Deposit") prior to commencing construction on the Site. The Security Deposit shall be in the form of cash. The Security Deposit shall not in any way be considered to limit Milestone's obligations or liabilities hereunder. The City may draw upon the Security Deposit upon failure by Milestone to remove Milestone's Facilities from the Site in accordance with Section 4b. The Security Deposit shall be held by City in an interest bearing escrow account and the Security Deposit (together with all accrued interest thereto) will be returned to Milestone within thirty

(30) days of Milestone's substantial completion of the removal requirements contained in Section 4b (as elected by City) or at such other time as the City determines the Security Deposit is no longer needed.

6. REAL ESTATE TAXES, UTILITIES, MAINTENANCE:

a. Milestone shall be solely responsible for all costs and expenses relating to the connection, disconnection, consumption and use of any utilities and/or services in connection with Milestone's construction, installation, operation and maintenance of the Base Station on the Leased Premises including, without limitation, any electric consumption by its equipment, and Milestone agrees to pay all costs for service and installation of an electric meter directly to the local utility company.

b. Milestone shall be responsible for the declaration and payment of any applicable taxes or assessments against the Base Station or other equipment owned or used by Milestone or allocable (on a pro rata basis) to the Leased Premises, including but not limited to any sales and property taxes, as well as any taxes based on the rent payable hereunder, including gross receipts taxes. During the term, Milestone shall be responsible for the timely payment of all taxes levied upon the improvements on the Leased Premises.

c. Milestone shall at all times during the term of this Lease, at its own expense, maintain the Base Station and the Leased Premises in proper operating condition and maintain same in reasonably good condition, and will repair any damage except that caused by City, its agents or servants. Milestone shall keep the Leased Premises and the Base Station free of debris at all times. Milestone agrees that it will inspect the Leased Premises and the Base Station no less frequently than once every three months.

d. Milestone shall maintain the Leased Premises at all times in compliance with City's rules and regulations and all governmental rules, regulations and statutes, whether currently in force or subsequently adopted, including, without limitation, those relating to the lighting and painting of the Base Station, and requirements of the Federal Communications Commission (the "FCC"), the Federal Aviation Administration (the "FAA"), and other federal, state or local government authorities having jurisdiction over the Base Station.

e. Milestone shall be solely responsible, at its sole cost and expense, for keeping the Monopole at all times in reasonably good order, condition and repair, and in compliance with all applicable laws, ordinances and rules. Milestone shall cause the Monopole to be regularly inspected and preventative maintenance to be performed in accordance with the standards of the industry, but in no event less frequently than once every three (3) years. In no event shall City be required to maintain or repair the Monopole, or pay or reimburse Milestone for any costs associated therewith.

f. If applicable, City shall be responsible for the maintenance and repair of any lighting fixtures installed by City (or by Milestone on behalf of City) on the Monopole.

g. Milestone is responsible for constructing and maintaining any access driveway or road that may be needed to provide access to its facilities and the Base Station. Any driveways and roadways installed on City or private property shall be installed according to City standards

and maintained in a safe passable condition. Whenever Milestone fails to maintain a driveway or roadway in a safe condition, the City may notify Milestone of the need to do so and it is Milestone's responsibility to make necessary repairs or improvements. If Milestone fails to make the necessary repairs or improvements in a timely manner, the City may do so and bill Milestone for the actual and reasonable costs incurred by the City.

7. CONSTRUCTION BY MILESTONE:

a. Milestone shall use good faith and commercially reasonable efforts to obtain all necessary approvals, including, without limitation, those required by the FAA and the FCC, for construction and operation of the Base Station. After obtaining the necessary permits and approvals therefor, Milestone, at its sole cost and expense, shall perform or cause to be performed all of the following work:

i. If applicable, replacing the existing light standard with a Monopole with a height as shown on the attached Exhibit A.

ii. Installing the utility and equipment compound with dimensions of 8 high' x 50' 0" wide x 50' 0" deep.

iii. At the request of City, at the commencement of the term of this Lease, Milestone shall install a chain link or wood fence or brick and mortar fence, with a locked gate, or natural screening whichever material best matches nearby buildings around the facilities or at the City's option, Milestone will install a chain link fence or natural screening on each side and on top of the Compound or any other portion of the Base Station.

iv. Subject to City's approval thereof as provided in Section 7d hereof, performing or causing to be performed all other improvements and work associated with the work described above that may lawfully be required by the City of Lynchburg or any other governmental body or official having jurisdiction, as part of or in connection with the work described above.

v. As provided by the City's Zoning Ordinance, all landscaping on parcels containing towers or monopoles, antenna support structures, or telecommunications facilities shall be designed to screen the tower, antenna support structure, and telecommunications facilities to a height of at least six (6) feet from grade. This requirement may be waived at the discretion of the inspections division if the base of the tower and facilities to be screened are not located in and not visible from any business or residential districts or visible from public streets. All landscaping on sites containing towers, antenna support structures, or telecommunications facilities shall be designed to screen the tower, antenna support structure, and telecommunications facilities to a height of at least six (6) feet from grade. This requirement may be waived at the discretion of the inspections division if the base of the tower and facilities to be screened are not located in and not visible from any business or residential districts or visible from public streets. All landscaping must be continually maintained in a healthy and attractive manner.

b. Milestone's agreement to perform or cause to be performed at its expense all of the work described above, all at Milestone's cost and expense, shall be construed broadly to provide for all costs and liabilities of such work, whether or not such costs are anticipated and without regard to Milestone's present estimates for the cost of same, so that all of such work is fully and properly performed and paid for by Milestone, and upon completion of same the Site, as altered by such work, is as fully functional and suitable for continued use by City as it was prior to the start of Milestone's work. Accordingly, the phrase "all work" shall include, without limitation, all of the following work, and Milestone's promise to pay for such work shall include, without limitation, all of the costs and liabilities associated with the following all labor and materials; design work; legal and professional fees of Milestone's consultants; permit drawings and materials; construction costs; construction equipment and materials; utilities extension or relocation; provision of protective fencing and other safety measures; maintenance; removal of construction related debris from the Site; liability, property and workers' compensation insurance premiums; bond fees; development and construction permits; inspections and approvals; replacement or relocation of landscaping; re-paving or re-striping of any damaged or disturbed paved areas whether for traffic control, parking or otherwise; relocation, replacement or provision of new safety and traffic/directional signage; connection of new sidewalks, drives, parking areas and other facilities to City's existing facilities; and the repair and restoration of any item, place or thing required as a result of any damage to the Site caused in the prosecution of the work contemplated by this Lease or this Lease.

c. Milestone shall cause construction of the Base Station (other than components which may be constructed by any future Carrier) to be commenced as soon as practicable after receipt of all necessary permits and approvals and to be completed within a reasonable time thereafter, not to exceed twelve (12) months from the date Milestone obtains all required governmental approvals, certificates and permits, excepting periods of delay caused by *force majeure*. Once its work on the Base Station is initiated, Milestone shall diligently and continuously prosecute such work to final completion (including obtaining all required inspections and approvals) in a timely manner in accordance with a schedule to be agreed upon in advance by City and Milestone (the "Initial Construction Schedule"). Such schedule shall limit construction activities to such days and times as City may require to avoid any material and adverse impacts on the use and operation of the Site. Milestone shall keep City fully apprised of any events that might impact the Initial Construction Schedule.

d. The Base Station, and each component thereof constructed by Milestone, shall be constructed by Milestone in a good and workmanlike manner and in accordance with the plans, drawings and specifications prepared and provided by Milestone for City's prior review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Construction and installation of the Base Station by Milestone shall be in compliance with all applicable rules and regulations including, without limitation, the customary specifications and requirements of City and those of the Occupational Safety and Health Administration ("OSHA"), the FCC, the FAA, and regulations of any governmental agency (town, county, state or federal) including, but not limited to the applicable requirements of the local planning and zoning and building, electrical, communications and safety codes of the City. Milestone, at its sole cost and expense, shall secure all necessary permits and approvals required to permit the construction and operation of the Base Station. City agrees to cooperate reasonably with Milestone in any necessary applications or submissions required to permit construction and operation of

Milestone's Base Station as described herein, provided that City shall be reimbursed for all reasonable expenses incurred in providing such cooperation within thirty (30) days of incurring the expenses, and provided further that obtaining Milestone's permits, certificates and approvals shall not result in the imposition of any material restrictions or limitations or adverse impacts on the Site or City's use, operation improvement or redevelopment thereof. All of Milestone's work and facilities shall be installed free of mechanics', materialmen's and other liens, and claims of any person. Milestone agrees to defend, with counsel approved by City, and to indemnify and save City harmless, from all loss, cost, damage or expense including, without limitation, reasonable attorneys' fees, occasioned by or arising in any connection with the work contemplated by this Lease, and shall bond off or discharge any such liens or other claims within thirty (30) days after written notice from City.

e. Prior to commencing any activities on the Site pursuant to this Lease, Milestone shall provide City with evidence satisfactory to City that Milestone and its contractors and agents who will be working on the Site are covered by insurance as required by Section 14 hereof.

f. Milestone shall, upon City's request, fence and buffer the Base Station and/or the Leased Premises or any portion thereof. In addition, in the event the Base Station is to be constructed near any existing structure or structures on the Site, Milestone shall, prior to commencing any such construction, provide City, at its request, with a report prepared by an independent third-party professional engineer confirming the structural integrity of the existing structure or structures following the construction of the Base Station.

g. Milestone shall restore in compliance with the Federal Americans with Disabilities Act (and any state or local law counterpart or implementation thereof) any of City's facilities physically altered by Milestone's work.

h. Milestone shall be allowed to make further additions and improvements to the Base Station or the Monopole within the Leased Premises without first obtaining City's written consent.

i. It is understood by Milestone that before constructing any Monopole and Base Station on a specific Site, Milestone will have to obtain the needed zoning approvals from the City.

8. OPERATION OF BASE STATION:

a. Milestone and the Carriers shall operate the Base Station in strict compliance with all applicable statutes, codes (including the City's Zoning Ordinance), rules, regulations, standards and requirements, whether currently in force or subsequently adopted, of all federal, state and local governmental, authorities and agencies including, without limitation, OSHA (including, without limitation, OSHA regulations pertaining to RF radiation), the FCC and the FAA, as well as such reasonable rules and regulations which City may publish for the Site from time to time. Milestone has the responsibility of carrying out the terms of its FCC license in all respects, including, without limitation, those relating to supporting structures, lighting requirements and notification to FAA. Milestone, prior to constructing the Base Station, shall have, and shall deliver to City, copies of all required permits, leases, licenses and consents to

construct and operate the Base Station. In the event that the operation of any of the Base Station violates any of the terms or conditions of this Lease, Milestone agrees to suspend operation of the Base Station within twenty-four (24) hours after notice of such violation and not to resume operation of the Base Station until such operation is in strict compliance with all of the requirements of this Lease. Milestone shall be responsible for ensuring that each Carrier complies with the terms of this Section 8.

b. Other than with respect to entries established pursuant to the Initial Construction Schedule, and prior to any entry upon the Leased Premises, Milestone shall provide not less than two (2) business days prior notice to City which notice shall specify the type of work or other activities that are to be performed or undertaken on the Leased Premises or which may impact the Site. Milestone further agrees and covenants that the Base Station, transmission lines and appurtenances thereto, and the construction, installation, maintenance, operation and removal thereof, will in no way damage City's property or materially interfere with the use of the Site by City, its successors and assigns. Notwithstanding the foregoing, Milestone agrees (i) to repair any damage Milestone directly caused to the Site or the Leased Premises, including, but not limited to, any damage to utility lines, drains, waterways, pipes, grass fields or paved surfaces by such installation, construction, maintenance, operation or removal to the condition the Site or the Leased Premises were in immediately prior to such damage, (ii) that any repair work undertaken on the Site or the Leased Premises shall be completed as soon as possible after the occurrence of such damage, and (iii) that it shall be responsible for the full and timely payment of any actual and reasonable costs incurred in connection with the repairs described in clauses (i) and (ii) of this sentence.

9. PERMITS AND SITE SPECIFICATIONS:

It is understood and agreed by the parties that Milestone's ability to use the Leased Premises is contingent upon its obtaining after execution of this Lease, all of the certificates, permits and other approvals that may be required by federal, state or local authorities for Milestone's use of the Leased Premises as set forth in this Lease. Milestone shall use all reasonable efforts promptly to obtain such certificates, permits and approvals, at Milestone's sole expense. City will cooperate reasonably with Milestone at Milestone's sole cost and expense, in its effort to obtain such approvals. In the event any such applications should be finally rejected or any certificate, permit, lease, license or approval issued to Milestone is canceled, expires or lapses, or is otherwise withdrawn or terminated by governmental authority, or soil boring tests are found to be unsatisfactory so that Milestone will be unable to use the Leased Premises for the purposes set forth herein, either Milestone or City shall have the right to terminate this Lease for the Site by giving the other party thirty (30) days prior notification of termination within sixty (60) days after the date of the event which is the basis of termination. Upon such termination, the parties shall have no further obligations for charges and liabilities which accrue after the effective date of termination under such lease, including the payment of monies, to each other except as otherwise provided herein, but Milestone shall be liable to restore the Leased Premises in accordance with Section 4b.

10. INDEMNIFICATION:

Milestone shall defend, with counsel acceptable to City, and indemnify and hold harmless, City from all losses, costs, claims, causes of actions, demands and liabilities arising from (a) any event of default by Milestone under this Lease; (b) any misrepresentation by Milestone contained in this Lease and/or any breach of any warranty contained in this Lease; and (c) any occurrence, of any kind or nature, arising from (i) Milestone's or any Carrier's construction, installation, maintenance, repair, operation, replacement or removal of the Base Station or any other equipment, or any other activities of Milestone or any Carrier on the Site or the Leased Premises of any kind or nature, (ii) the condition of the Base Station or the Leased Premises and (iii) any personal injury, death, or accident caused by Milestone's or any Carrier's use, operation or maintenance of the Leased Premises, the Site, the Base Station, or any equipment or antennas contained therein or on the Monopole or the Leased Premises. Such indemnification shall include the actual, reasonable and documented cost of investigation, all expenses of litigation, and the cost of appeals, including, without limitation, attorneys' fees and court costs, and shall be applicable to Milestone's and each Carrier's activities on the Site and the Leased Premises whether prior to the Commencement Date or after the termination of this Lease. In addition to the City, City's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers and guests shall be beneficiaries of Milestone's indemnification.

11. BOOKS AND RECORDS

To the extent necessary to determine Milestone's compliance with this Lease or to carry out the City's authority to manage its property, Milestone shall make available to the City for inspection, examination and/or audit upon reasonable prior notice to Milestone, such complete and accurate books of account, records, documents and other information as the City may reasonably need with respect to any sublease, including, without limitation, books of account, records, documents and other information adequate to enable Milestone to demonstrate, at all times throughout the Term that it is, and has been, in compliance with each term and condition of this Lease. If the inspection, examination and/or audit reveals a discrepancy of greater than 3%, then in addition to the late charges and penalties due hereunder Milestone shall reimburse the City for all reasonable and actual costs associated with the inspection, examination and/or audit.

12. INTERFERENCE:

Milestone agrees to install (and shall cause each Carrier to install) equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications existing on City's property as of the date of this Lease (so long as reasonably prevalent). All such equipment shall fully comply with all FCC, FAA, OSHA and other governmental (whether federal, state, or county) rules and regulations. In the event Milestone's or any Carrier's equipment causes such interference, Milestone agrees it will take all steps necessary, or shall cause all such steps to be made, to correct and eliminate the interference consistent with all government rules and regulations upon receipt of written notification of the interference. Milestone shall be obligated, and shall cause each Carrier, to correct the problem of

interference within forty-eight (48) hours of receipt of written notice from City. If the interference is not corrected within such forty-eight (48) hour period, City shall have the right, or shall have the right to cause Milestone, to disconnect or terminate power to any interfering equipment or turn such equipment off (other than for short tests to determine the nature of the interference, provided that City reasonably approves of such tests in advance). Thereafter, such interfering Carrier may attempt to correct such interference, which may include reactivating the equipment or restoring power thereto, provided that City reasonably approves of such reactivation or restoration in advance, for a period of one hundred and twenty (120) days. If such interference cannot be cured within such one hundred and twenty (120) period, City shall have the right, or shall have the right to cause Milestone to, immediately remove the interfering equipment from the Monopole. Notwithstanding the forgoing, and to the extent any City approved test requires the facilitation or cooperation of City, City agrees, subject to the other provisions hereof, to act reasonably with such facilitation or cooperation.

13. EVENT OF DEFAULT:

- a. Each of the following shall be an event of default by Milestone under this Lease:
 - i. If the rent or any installment thereof shall remain unpaid after it becomes due and payable, and is not paid within five (5) business days after City gives written notice of non-payment;
 - ii. If Milestone or its assigns shall fail or neglect to keep and perform any one of the terms of this Lease and such failure or neglect continues for more than thirty (30) days (or such longer period as may be reasonable, provided Milestone is attempting a cure with all due diligence, not to exceed one hundred twenty (120) days plus any period of where cure is prevented by *force majeure*) after City gives written notice specifying the default;
 - iii. If Milestone abandons the Leased Premises as a whole or abandons the Site for a period of more than twelve (12) consecutive months; and
 - iv. If Milestone files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved or makes an assignment for the benefit of creditors, or if involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Milestone are instituted against Milestone, or a receiver or trustee is appointed for all or substantially all of Milestone's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after institution or appointment.
 - v. If any final judgment or judgments in an aggregate amount (including interest and costs) of more than \$500,000.00 is entered against Milestone, and any such judgment or judgments shall not have been paid or otherwise discharged within sixty (60) days after all applicable appeal periods have terminated.
- b. In the case of any event of default, City shall have the right to terminate this Lease upon thirty (30) days notice and shall have any additional rights and remedies that may be available at law or in equity.

c. The foregoing notwithstanding, in the event of any such default by Milestone hereunder, such shall not provide City the right to attach, utilize, distraint upon or otherwise take possession of any equipment located on the Monopole or within the Base Station owned by any Carrier, and such shall at all times be free from any claim by City hereunder.

d. City may enforce any provision of this Lease by self-help or an action for mandamus or injunction. If the City uses self-help to enforce any provision of this Lease or to obtain possession after termination of this Lease or this Lease, Milestone shall, upon demand, pay the City its reasonable and actual costs of obtaining possession and enforcing the provisions of this Lease. If the City obtains a judgment, writ of mandamus, or an injunction to enforce any provision of this Lease, Milestone shall pay the City its cost of litigation, including a reasonable attorney's fee and expert witness fees.

14. INSURANCE REQUIREMENTS:

a. All property of Milestone, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, in and on the Leased Premises shall be and remain at the sole risk of such party, and City shall not be liable to them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other reason, nor shall the City be liable for the interruption or loss to Milestone's business arising from any of the above described acts or causes. The City shall not be liable for any personal injury to the Milestone, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, arising from the use, occupancy and condition of the Leased Premises unless such injury is caused by the gross negligence or willful act on the part of the City or its employees.

b. During the term, Milestone will maintain a policy of commercial general liability insurance insuring the City and Milestone against liability arising out of the use, operation or maintenance of the Leased Premises and the installation, repair, maintenance, operation, replacement and removal of the Base Station. The insurance will be maintained for personal injury and property damage liability, adequate to protect City against liability for injury or death of any person in connection with the use, operation and condition of the Leased Premises, and to insure the performance of Milestone's indemnity set forth in Section 10, in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence/aggregate. During the term, Milestone shall also maintain workers' compensation and employers' liability insurance, and such other insurance relating to the installation, repair, maintenance, operation, replacement and removal of the Base Station, and the ownership, use, occupancy or maintenance of the Leased Premises as City may reasonably require. The limits of the insurance will not limit the liability of Milestone. If the Milestone fails to maintain the required insurance the City may, but does not have to, maintain the insurance at Milestone's expense. The policy shall expressly provide that it is not subject to invalidation of the City's interest by reason of any act or omission on the part of Milestone.

c. Insurance carried by Milestone will be with companies acceptable to the City. Milestone will deliver to the City certificate evidencing the existence and amounts of the insurance. The policies required by this Lease shall require that Milestone and/or the Carrier

Sublease holder must give the City ten (10) calendar days advance written notice of any cancellation, nonrenewal, or modification of coverage, and a binder or certificate verifying new coverage in accordance with the requirements herein prior to any change, cancellation or nonrenewal date. In the event of such cancellation or nonrenewal notice, Milestone and/or the Carrier Sublease holder shall obtain, pay all premiums for the renewal or replacement of the insurance required hereunder. Milestone shall, at least sixty (60) days prior to the expiration of the policies, furnish City with renewals or “binders” for the policies, or City may order the required insurance and charge the cost to Milestone.

d. Milestone will not knowingly do anything or permit anything to be done or any hazardous condition to exist (“Increased Risk”) which shall invalidate or cause the cancellation of the insurance policies carried by City or Milestone. If Milestone does or permits any Increased Risk which directly causes an increase in the cost of insurance policies, then Milestone shall reimburse City for additional premiums directly attributable to any act, omission or operation of Milestone causing the increase in the premiums. Payment of additional premiums will not excuse Milestone from termination or removing the Increased Risk unless City agrees in writing. Absent agreement, Milestone shall promptly terminate or remove the Increased Risk.

e. The City shall be named as an “additional insured” on Milestone’s liability policies and it shall be stated on all required policies that this coverage “is primary to all other coverage the City may possess.”

f. Notwithstanding any provisions herein to the contrary, Milestone waives all rights to recover against City for any loss or damage arising from any cause covered by any insurance required to be carried by Milestone pursuant to this Section 14, or any other insurance actually carried by Milestone. Milestone will request its insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Leased Premises.

g. All insurance required by this Section 14 shall be written by insurers, in such forms, and shall contain such terms, as City may reasonably require.

h. Any deductible or self-insured retention applicable to required coverages shall be paid by Milestone and the City shall not be required to participate therewith.

i. The insurance required of Milestone herein shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of the insurance required of Milestone and shall not contribute therewith.

j. Milestone's liability to the City shall not be limited to the amounts of the insurance coverage provided herein.

k. Notwithstanding any of the other provisions of this Lease, Milestone’s failure to maintain the required insurance coverage throughout the term of this Lease or the failure of Milestone to deliver a new and valid binder or certificate verifying coverage is grounds for the immediate termination of this Lease without prior notice.

1. Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

15. HAZARDOUS MATERIALS:

a. Neither Milestone nor any Carrier shall cause or permit any hazardous or toxic wastes, substances or materials (collectively, "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Leased Premises (collectively "Hazardous Materials Activities") without first receiving City's written consent, which may be withheld for any reason whatsoever and which may be revoked at any time, and then only in compliance (which shall be at Milestone's sole cost and expense) with all applicable legal requirements and using all necessary and appropriate precautions. Milestone shall indemnify, defend with counsel acceptable to City and hold City harmless from and against any claims, damages, costs and liabilities, including court costs and legal fees, arising out of Milestone's or Carrier's Hazardous Materials Activities on, under or about the Leased Premises, regardless of whether or not City has approved Milestone's Hazardous Materials Activities. For the purposes of this Lease, Hazardous Materials shall include but not be limited to oil, radioactive materials, PCBs, and substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq.; and Resources Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., and those substances defined as "hazardous wastes" in the regulations adopted and publications promulgated pursuant to said laws. Subject to the foregoing provisions of this Section, Milestone shall, prior to the Commencement Date, submit to City for City's review and approval, a list of Hazardous Materials Activities, including types and quantities, which list to the extent approved by City shall be attached hereto as Exhibit C. Prior to conducting any other Hazardous Materials Activities, City shall update such list as necessary for continued accuracy. City shall also provide Milestone with a copy of any Hazardous Materials inventory statement required by any applicable legal requirements. If Milestone's activities violate or create a risk of violation of any legal requirements, Milestone shall cease such activities immediately upon notice from City. City, City's representatives and employees may enter the Leased Premises at any time during the term to inspect Milestone's compliance herewith, and may disclose any violation of legal requirements to any governmental agency with jurisdiction. The provisions of this Section 15 shall survive termination or expiration of the term of this Lease.

b. City acknowledges that Milestone's equipment cabinets shall contain batteries for back-up power and that, provided Milestone's use of same is in compliance with this provision, the presence of such batteries does not violate this provision if such batteries comply with all laws, regulations and ordinances relating to Hazardous Materials.

c. Milestone will immediately notify City and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Leased Premises or compliance with environmental laws. Milestone shall promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of City. Milestone will keep the Leased Premises free of any lien imposed pursuant to any environmental laws.

d. City shall have the right at all reasonable times and from time to time to conduct environmental audits of the Leased Premises, and Milestone shall cooperate in the conduct of those audits. The audits may be conducted by City or a consultant of City's choosing, and if any Hazardous Materials generated, stored, transported or released by Milestone are detected or if a violation of any of the representations or covenants in this Section 15 is discovered, the fees and expenses of such consultant will be borne by Milestone.

e. If Milestone fails to comply with any of the foregoing representations and covenants, City may cause the removal (or other cleanup acceptable to City) of any Hazardous Materials from the Leased Premises. The actual and reasonable costs of removing Hazardous Materials and any other cleanup (including transportation and storage costs) shall be reimbursed by Milestone promptly after City's demand and will be additional rent under this Lease. Milestone will give City access to the Leased Premises to remove or otherwise clean up any Hazardous Materials. City, however, has no affirmative obligation to remove or otherwise clean-up any Hazardous Materials, and this Lease will not be construed as creating any such obligation.

f. Notwithstanding the foregoing, City represents and warrants that to the best of its knowledge and belief there are no Hazardous Materials on, in or under the Leased Premises. City covenants not to bring onto the Leased Premises any Hazardous Materials.

16. NO PARTNERSHIP:

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between City and Milestone, or to create any other relationship between the parties hereto other than that of City and Milestone.

17. NOTICES:

All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given three (3) days after the date when mailed by the United States Postal Service by First Class, Registered or Certified Mail, postage prepaid, or upon receipt when delivered by nationally recognized overnight courier or hand delivery, and addressed to the City as follows:

City of Lynchburg
900 Church Street
Lynchburg, VA 24504
Attn: City Manager

with a copy, which will not constitute notice to:

Public Works Department
17000 Memorial Avenue
Lynchburg, VA 24501
Attn: Director of Public Works

and to Milestone as follows:

Milestone Tower Limited Partnership-IV
12110 Sunset Hills Road, Suite 100

with a copy, which will not constitute notice to:

Edinger Associates PLLC

Reston, Virginia 20190
Attn: Leonard Forkas, Jr.

1725 I Street, NW, Suite 300
Washington, DC 20006
Attn: J. Ladd Johnson, Esquire

and to School as follows:

Lynchburg City Schools
915 Court Street
P.O. Box 2497
Lynchburg, VA 24504
Attn: Superintendent

with a copy, which will not constitute
notice to:
Lynchburg City Schools
915 Court Street
P.O. Box 2497
Lynchburg, VA 24504
Attn: Assistant Superintendent for
Operations & Administration

or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

18. ASSIGNMENT OR SUBLETTING; FINANCING:

a. Milestone may assign this Lease, without City's consent, to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Milestone; (ii) shall merge or consolidate with or into Milestone; (iii) shall succeed to all or substantially all the assets, property and business of Milestone; (iv) in which Milestone Communications Management IV, Inc., or a wholly owned affiliate of Milestone Communications Management IV, Inc., is at all times the general partner; or (v) together with its affiliates, has a net worth or market capitalization of at least \$200,000,000. Any assignment as a result of a merger or consolidation under paragraphs (i), (ii), (iii) and (iv) above, must be to an entity into which Milestone is merged or consolidated and such entity shall have a tangible net worth equal to or greater than Milestone as of the date of this Lease and such entity shall be fully bound by the all of the terms and conditions of this Lease. In the event of such an assignment or sublease, Milestone shall provide to City at least ten (10) days before the proposed transfer (a) the name and address of the assignee; (b) a document executed by the assignee by which it acknowledges the assignment and assumption of all of Milestone's obligations hereunder; and (c) such other information regarding the proposed assignee as shall be reasonably requested by City. Milestone may also, without City's consent, sublease or lease portions of space on the Monopole and within the Base Station to Carriers in accordance with and subject to the terms and conditions of Section 18b hereof. Such assignee shall each be fully and primarily liable for the obligations of "Milestone" hereunder. Notwithstanding anything to the contrary contained herein, Milestone shall not sell the Monopole until after the date that is thirty-six (36) months after the date construction is commenced on the Site without the prior consent of City.

b. Milestone may, without City's prior consent, sublease or lease space on the Monopole or within the Compound to Carriers under and subject to the terms of this Section 18. Specifically, Milestone shall be entitled to sublease or lease space on the Monopole or in the Compound without City's prior approval provided that (a) the Carrier Subleases shall be in a form utilized by Milestone in the ordinary course of Milestone's business, which may not be altered, modified, revised, amended or otherwise changed without City's prior written approval

which may be withheld in City's sole discretion, (b) the sublessee is an Approved Carrier (as defined below), (c) no event of default exists hereunder, (d) the term of the Carrier Sublease Agreement does not exceed the term of this Lease and (e) Milestone submits an engineering report to City definitively showing that the Monopole is capable of supporting the proposed Carrier. Otherwise, any lease, sublease, lease or other occupancy agreement with respect to the Site shall be in form approved by City, which approval may be given or withheld in City's sole and absolute discretion. As used herein, the term "Approved Carrier" shall mean a telecommunications service provider licensed by the F.C.C. and any other governmental agencies, including City, for which approval is needed to conduct such company's business. In order to operate within the corporate limits of the City, a Carrier or "Approved Carrier" must obtain the appropriate permitting and approvals applicable to their operations within the corporate limits of City.

c. The termination of this Lease shall automatically terminate all Carrier Subleases that are applicable to same Site; provided, however, that City agrees that, provided that Milestone has complied with the provisions of Section 18 hereof, upon a termination hereof as a result of Milestone's default hereunder, and the failure by any Mortgagee (as defined in Section 18e. hereof) to either succeed to Milestone's interest hereunder or to enter into a new this Lease with City in accordance with the terms of an Approved Financing Agreement (as defined in Section 18e. hereof), City shall provide such Carrier the opportunity to continue such Carrier's occupancy of the Monopole for the unexpired term of the Carrier Sublease (including any renewals) at the same rental rate contained in its Carrier Sublease under terms and conditions required by City in its sole and absolute discretion including, but not limited to, that (i) Carrier is not in default under the Carrier Sublease; (ii) upon request by City, Carrier will provide to City a certified true and correct copy of the Carrier Sublease; (iii) there have been no modifications, amendments or assignments of the Carrier Sublease; (iv) Carrier agrees, in writing, that City shall not be liable for any act or omission of Milestone under the Carrier Sublease; (v) Carrier executes within thirty (30) days of receipt from City, City's then standard form of lease agreement; (vi) upon execution of such lease agreement, Carrier posts with City a security deposit in the amount of two (2) months' rent under the Carrier Sublease and (vii) City obtains ownership of the Monopole.

d. Milestone shall cause the Carriers to comply with, and not violate, the terms and conditions of this Lease. Milestone shall enforce all of the terms and provisions of any Carrier subleases, leases or other similar documents (each, a "Carrier Sublease"). Without limiting the generality of the foregoing, Milestone shall exercise any or all of its rights and remedies under the Carrier Sublease immediately if requested to do so by City. Milestone shall, at its sole cost and expense, perform all obligations of the landlord under the Carrier Sublease. City shall have no liability whatsoever under the Carrier Sublease.

e. Milestone shall not grant a security interest in this Lease to any party unless, by separate written agreement between the parties, City gives its consent to do so. The separate written agreement shall be an "Approved Financing Agreement" for purposes of this Lease and the secured party shall be a "Mortgagee" for purposes of this Lease.

19. ACCESS AND INSPECTIONS:

City shall have full access to the Leased Premises and the Base Station for operating, repairing, removing, installing and otherwise working with communications equipment owned by City or any third party permitted to use the Base Station pursuant to this Lease or this Lease. In addition, Milestone shall allow City, upon prior notification to Milestone, or without notice in the event of any emergency, to enter the Leased Premises or any part thereof at any reasonable time and in a manner so as not to interfere more than reasonably necessary with Milestone's use of the Base Station, for the purpose of inspecting the Leased Premises. Milestone shall at all times provide the City copies of all keys needed to unlock all of the gates and locks to the fences to the Compound or in the Leased Premises.

20. QUIET ENJOYMENT:

Milestone shall be entitled to use and occupy the Leased Premises during the term hereof for the purposes herein permitted and subject to the terms and conditions herein contained, without molestation or interference by City. City may, however, without the requirement for payment of any compensation to Milestone, lease one (1) platform on the Monopole on each Site to governmental entities (which lease shall include a ground location for City to construct a facility to install its ground based facilities appurtenant thereto), provided that the transmissions do not interfere with those of any Carrier on the Site (or under a letter of intent) at the time such lease is granted, and further, City shall be entitled to lease space within the Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale).

21. DAMAGE AND DESTRUCTION:

a. If the Leased Premises or the Base Station are damaged or destroyed by reason of fire or any other cause, or if damage to the Leased Premises or the Base Station causes damage to portions of the Site or other property of City, Milestone will immediately notify City and will promptly repair or rebuild the Base Station, incidental improvements, and other damage to City's property to its condition immediately prior to such damage, at Milestone's expense.

b. Monthly rent and additional rent will not abate pending the repairs or rebuilding except to the extent to which City receives a net sum as proceeds of any rental insurance, or continues to receive income from Carrier Sublease Agreements.

c. If at any time the Leased Premises or the Base Station are so damaged by fire or otherwise that the cost of restoration exceeds fifty percent (50%) of the replacement value of the Base Station immediately prior to the damage, Milestone may, within thirty (30) days after such damage, give notice of its election to terminate the Lease Agreement for that specific Site and, subject to the further provisions of this Section 21, such Lease Agreement will cease on the tenth (10th) day after the delivery of that notice. Monthly rent will be apportioned and paid to the time of termination. If this Lease is so terminated, Milestone will have no obligation to repair or rebuild. Notwithstanding the foregoing, if Milestone elects to terminate a specific Lease

Agreement, Milestone shall be required to comply with the provisions of Section 4b with respect removing and dismantling each component of the Base Station and returning the Leased Premises to the condition stated in such section.

22. CONDEMNATION:

If all or any part of the Site is taken by eminent domain or sale in lieu thereof, and if said taking or sale renders the Site unusable for its intended purpose hereunder, then, at City's or Milestone's option, this Lease may be terminated upon sixty (60) days prior written notice to the other party and there will be no further payment of rents for the Site except that which may have been due and payable at the time of said taking or sale. In the event of a partial taking or sale of the Site and Milestone, subject to mutual agreement with City, wishes to maintain its operation, Milestone may continue to use and occupy the Compound and Leased Premises under the terms and conditions hereunder, provided City's and Milestone's obligations under this Lease are not otherwise altered, and provided Milestone, at its sole cost, restores so much of the Base Station and Leased Premises as remains to a condition substantially suitable for the purposes for which it was used immediately before the taking. Upon the completion of restoration, City shall pay Milestone the lesser of the net award made to City on account of the taking (after deducting from the total award attorneys', appraisers', and other costs incurred in connection with obtaining the award), or Milestone's actual out-of-pocket cost of restoring the Leased Premises, and City shall keep the balance of the net award. In connection with any taking subject to this Section, Milestone may prosecute its own claim, by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Milestone was entitled to remove and moving expenses) only so long as Milestone's award does not diminish or otherwise adversely affect City's award.

23. SALE OF SITE:

Any sale by City of all or part of the Leased Premises to a purchaser other than Milestone shall be under and subject to this Lease and Milestone's right hereunder. City shall be released from its obligations under this Lease in the event of a sale and the assignee assumes City's obligations hereunder (including the recognition of Milestone's rights hereunder).

24. GOVERNING LAW:

The execution, performance and enforcement of this Lease shall be governed by the laws of Commonwealth of Virginia without application of conflicts of law principles. Any legal action or proceeding with respect to this Lease or any document related hereto or thereto shall be brought in the courts of the State of Virginia in the City of Lynchburg and in no other courts.

25. MISCELLANEOUS:

This Lease plus any Exhibits that may be attached hereto contain the entire agreement between the parties and may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this Lease. The invalidation of any one of the terms or provisions of this Lease by judgment or court order shall in no way affect any of the other terms of this Lease which shall remain in full force and effect. City and Milestone agree to execute any additional documents necessary to further implement the purposes and intent of this Lease. Time is of the essence with respect to each provision of this Lease. The headings contained in this Lease are to facilitate reference only, do not form a part of this Lease, and shall not in any way affect the construction or interpretation hereof. Terms such as “hereby,” “herein,” “hereof,” “hereinafter,” “hereunder,” and “hereto” refer to this Lease as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. The term “may” is permissive; the terms “shall” and “will” are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires. Nothing in this Lease is intended to interfere with any tariffs, contracts or other arrangements between the Milestone and a third party or between the City and a third party, or to create any third party beneficiary rights.

26. BINDING EFFECT:

This Lease shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. CITY’S RIGHT TO PERFORM:

If Milestone fails to perform any obligations under this Lease beyond all applicable notice and cure periods, City shall be entitled, but shall not be obligated, to perform any or all of such obligations and any actual and reasonable cost of performing same shall be payable by Milestone to City upon written demand as additional rent hereunder. Any actual and reasonable amounts so incurred by City and not repaid by Milestone within thirty (30) days after demand shall bear interest at a rate of ten percent (10%) per annum.

28. HOLDING OVER:

If Milestone remains in possession of the Leased Premises after the end of this Lease, Milestone will occupy the Leased Premises as a Milestone from month to month, subject to all conditions, provisions, and obligations of this Lease and the Lease Agreement in effect on the last day of the term.

29. ESTOPPEL CERTIFICATES:

Within no more than two weeks after written request by either party, the other will execute, acknowledge, and deliver a certificate stating:

- a. that the Lease is unmodified and in full force and effect, or, if this Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement;
- b. the date to which rental and other sums payable under this Lease have been paid;
- c. that no notice has been received of any default which has not been cured, or, if the default has not been cured, what such party intends to do in order to effect the cure, and when it will do so;
- d. (if from Milestone) that Milestone has accepted and occupied the Leased Premises;
- e. (if from Milestone) that Milestone has no claim or offset against City, or, if it does, stating the date of the assignment and assignee (if known to Milestone); and
- f. other matters as may be reasonably requested.

Any certificate may be relied upon by any prospective purchaser, lender or other person with a bona fide interest in the Leased Premises.

30. NO WAIVER:

No waiver of any condition or agreement in this Lease by either City or Milestone will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by City during the term of this Lease will be deemed an acceptance of surrender of the Leased Premises, and no agreement to accept the surrender will be valid unless in writing signed by City. The delivery of Milestone's keys to City will not constitute a termination of this Lease unless City has entered into a written agreement to that effect. No payment by Milestone, or receipt from City, of a lesser amount than the rent or other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent will be deemed an accord and satisfaction. City will accept the check for payment without prejudice to City's right to recover the balance of the rent or to pursue any other remedy available to City.

31. AUTHORITY:

Each of the persons executing this Lease on behalf of Milestone warrants to City that Milestone is a duly organized and existing limited partnership under Delaware law, that Milestone is authorized to do business in the State of Virginia, that Milestone has full right and authority to enter into this Lease, and that each and every person signing on behalf of Milestone is authorized to do so. Upon City's request, Milestone will provide evidence satisfactory to City confirming these representations.

City and the person executing and delivering this Lease on City's behalf each represents and warrants to Milestone that such person is duly authorized to so act and has the power and

authority to enter into this Lease; and that all action required to authorize City and such person to enter into this Lease has been duly taken.

32. LIMITED LIABILITY:

Milestone's sole recourse against City, and any successor to the interest of City in the Leased Premises, is to the interest of City, and any successor, in the Leased Premises. Milestone will not have any right to satisfy any judgment which it may have against City, or any successor, from any other assets of City, or any successor, or from any of City's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers, or guests. In no event shall City be liable for consequential or punitive damages, economic losses or losses derived from future expected revenues. The provisions of this Section 32 are not intended to limit Milestone's right to seek injunctive relief or specific performance.

33. RECORDATION:

Milestone may record, at Milestone's expense, a memorandum or short form hereof in the form attached hereto as Exhibit D.

IN WITNESS WHEREOF, the parties hereto executed this Lease in two parts on the dates indicated.

CITY:

CITY OF LYNCHBURG

By: _____

Name: _____

Its: City Manager _____

Date: _____

MILESTONE:

MILESTONE TOWER LIMITED PARTNERSHIP-IV, a Delaware limited partnership

By: **MILESTONE COMMUNICATIONS MANAGEMENT IV, Inc.**, a Delaware corporation, its general partner

By: _____
Name: Leonard Forkas, Jr.
Its: President
Date: _____

SCHOOL:

LYNCHBURG CITY SCHOOLS

By: _____
Name: _____
Its: Superintendent
Date: _____

EXHIBIT A

Description/Depiction of the Monopole and Leased Premises

[Attached]

EXHIBIT B

Description/Depiction of the Appurtenant Easements

[Attached]

EXHIBIT C

Hazardous Materials

(INTENTIONALLY OMITTED)

EXHIBIT D

Form Memorandum of Lease

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of the ___ day of _____, 2019, by and between Milestone Tower Limited Partnership-IV, a Delaware limited partnership (“Milestone”), the City of Lynchburg, a Municipal Corporation of the Commonwealth of Virginia (“City”), and Lynchburg City Schools, the School Division of the City of Lynchburg, Virginia (“School”).

RECITALS:

A. City, School, and Milestone are parties to a Lease Agreement, dated _____, (the “Lease”), pursuant to which City has leased to Milestone certain real property in Lynchburg, Virginia described in Exhibit “A” attached hereto.

B. City, School, and Milestone wish to enter into this Memorandum of Lease.

NOW, THEREFORE, in consideration of the premises, the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City, School, and Milestone hereby agree as follows:

1. The name of the City under the Lease is City of Lynchburg, and the name of School is Lynchburg City Schools under the Lease.

2. The name of Milestone under the Lease is Milestone Tower Limited Partnership-IV.

3. The address of City, as stated in the Lease, is City of Lynchburg, 900 Church Street, Lynchburg, VA, 24504, Attn: City Manager. The address of Milestone, as stated in the Lease, is Milestone Communications, 12110 Sunset Hills Road, Suite 100, Reston, VA 20190. The address of School, as stated in the Lease, is 915 Court Street, P.O. Box 2497, Lynchburg, VA 24504, Attn: Superintendent.

4. The leased premises, as described in the Lease, consists of a portion of the property owned by the City located at 3525 John Capron Road, Lynchburg, Virginia 24501, and as more particularly described on the attached Exhibit A.

5. The term of the Lease is thirty (30) years. The date of commencement of the term of the Lease was _____, and the date of termination of the term of the Lease is thirty (30) years thereafter, subject to any applicable renewal period.

6. Accordingly, the latest date to which the term of the Lease may be extended is _____.

**Exhibit A to
Memorandum of Lease**

(Legal Description)

TELECOMMUNICATIONS MARKETING MASTER AGREEMENT

THIS TELECOMMUNICATIONS MARKETING MASTER AGREEMENT (this “Agreement”) is dated this 11th day of September, 2013 by and between CITY OF LYNCHBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter, (“City”), and MILESTONE COMMUNICATIONS MANAGEMENT III, INC., a Delaware corporation (“Milestone”):

WHEREAS, the City of Manassas, a municipal corporation of the Commonwealth of Virginia, solicited proposals as part of a competitive process from companies that were interested in marketing city-owned properties for the purpose of constructing telecommunication monopolies and leasing space on the monopolies to telecommunication service providers; and,

WHEREAS, after receiving and evaluating proposals, on March 27, 2013, Manassas entered into a Telecommunications Marketing Master Agreement with Milestone Communications Management III, Inc., for the leasing and management of telecommunication monopolies (“Manassas Telecommunications Marketing Master Agreement”); and,

WHEREAS, as provided by Section 2.2-4304 of the Virginia Public Procurement Act, the request for proposals issued by Manassas provided that other public bodies could participate in the Manassas Telecommunications Marketing Master Agreement; and,

WHEREAS, the City of Lynchburg desires to take advantage of the cooperative procurement that was conducted by Manassas and wishes to enter into a Telecommunications Marketing Master Agreement with Milestone Communications Management III, Inc., as provided by Section 2.2-4304 of the Virginia Public Procurement Act, for the leasing and management of telecommunication monopolies on city-owned properties.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the City of Lynchburg and Milestone Communications Management III, Inc., do hereby agree as follows:

A. City owns certain real property located in the City of Lynchburg, Virginia. Some of the properties owned by the City have been leased to the Lynchburg School System for use as school facilities. In situations in which a telecommunication monopole is to be located on property that is used by the Lynchburg School System, the term “City” as used in this Agreement shall include the Lynchburg School System as well as the City of Lynchburg. For example, when conducting a site assessment under paragraph 5.1 on property used by the School System, Milestone must obtain the prior consent of both the City and the School System; when seeking approval to install a telecommunication monopole on property used by the School System under paragraph 5.2, Milestone must obtain the consent of both the City and the School System; when a telecommunication monopole is to be installed on property used by the School System, the insurance required by Section 13. Insurance, shall name both the City and the School System as an additional insured; when Milestone proposes to install a telecommunication monopole on property that is used by the School System, copies of any documents that are to be provided to the City under this agreement must also be provided to the School Board; the construction,

maintenance and operation of the telecommunication monopole shall avoid any adverse impacts on the activities of the City and the Lynchburg City Schools; and so forth.

B. City and Milestone wish to enter into an Agreement by which City shall provide Milestone with the right to market City-owned properties for the purpose of Milestone's construction of one or more telecommunication monopoles thereon, and leasing space on the monopole(s) and ground to telecommunication service providers. Any such construction and leasing are contingent, however, on the City granting both a Lease (as defined in § 20.9 hereof) to occupy the City-owned property and all necessary zoning approval (currently a Conditional Use Permit). Both the granting of a Lease on public property and the approval of a Conditional Use Permit are legislative acts, which the City cannot commit in advance to take.

C. This Agreement does not give Milestone the right to market the installation of telecommunications equipment on City-owned useable antenna support structures such as City-owned water tanks, buildings, etc. However, at some point in the future the City and Milestone may enter into an Agreement that will allow Milestone to market the installation of telecommunications equipment on City-owned useable antenna support structures.

D. Nothing in this Agreement shall confer or create any exclusive relationship between the Parties as it pertains to construction of telecommunication monopoles and leasing of space thereon, with the exception of those limitations and/or conditions set forth in paragraph 5.7 of the Agreement.

E. After the execution of this Master Marketing Agreement, the City Council will award Milestone a Franchise to install, operate and maintain telecommunications monopoles and equipment on City-owned property throughout the City. The Franchise shall be substantially in the form attached hereto as Exhibit A (the "Franchise Agreement") and the Franchise shall control over any contrary provision of this Agreement. After the award of the City-wide franchise, the City Manager will enter into site-specific Lease Agreements with Milestone for the installation, operation and maintenance of telecommunications equipment and facilities at various locations within the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to Market. Based on Recitals A. through E. above, subject to the terms and conditions set forth below, and subject to the terms and conditions of site-specific Leases, with respect to each Approved Site (as defined in § 20.3 hereof), Milestone may market City-owned sites to Approved Carriers (as defined in § 20.2 hereof) for attachment of such Approved Carriers' equipment. Such marketing may occur before or after the City grants a site-specific Lease, but any marketing of a site before Final Approval of that site's Lease shall be expressly contingent upon Final Approval of that Lease. The City and Milestone agree that Milestone shall render its services, including but not limited to, identifying, contacting and screening wireless communication companies or business entities whose operations would benefit from utilizing one or more Sites for the installation, utilization, operation and/or maintenance of radio, wireless, and/or satellite communications transmission and receiving antennas, towers and/or equipment in order to use said Site or Sites for radio, wireless and/or satellite communications transmitting

and/or receiving location. The City hereby grants Milestone the exclusive right and authority to act for the purpose of marketing each Site to procure Approved Carriers to enter into licensing agreements with Milestone for Sites covered or to be covered by Leases.

2. Term of Agreement.

2.1. The term of this Agreement shall be five (5) years with up to three (3) five (5) year extension options, commencing on the date of this Agreement, subject to any earlier termination as set forth herein (the "Term"). If either party wishes to so extend the Agreement past the initial five (5) years or subsequent extension, it shall provide written notice to other party thereof in the final year of the initial or extension term and no later than six months before the expiration thereof, and the other party shall respond in writing within fourteen (14) days whether it elects to so extend the Term or allow the Agreement to terminate. Failure to respond shall be an election to allow the Agreement to expire. In the event that the parties agree to extend the term of this Agreement, an amendment to this Agreement confirming the extension of the Term shall be executed and delivered.

2.2. If at the end of the Term, Milestone has received Final Approval and filed a Zoning and Permitting Application with respect to an Approved Site, then Milestone shall have up to an additional twelve (12) months to obtain all Governmental Approvals for the Approved Site; provided, however, that Milestone at all times shall diligently pursue such Governmental Approvals. If Milestone obtains the Governmental Approvals within such twelve (12) month period, City may grant a Lease with regard to such Approved Site notwithstanding that the Term hereof has expired. Milestone understands that under the provisions of the City's zoning ordinance, if a building permit for construction shall not have been applied for within six months of the granting of the CUP, the CUP shall become void unless Milestone applies for an extension of the CUP from the City Manager's office prior to the expiration of the CUP. Not later than thirty (30) days after the end of the Term, Milestone shall present to City a list of Sites subject to potential granting of Leases under this Section 2.2, and shall keep the City Project Manager apprised at least monthly in writing of the status of such Governmental Approvals.

2.3. City and Milestone acknowledge and agree that the expiration of the Term hereof shall in no way affect, reduce or terminate the term of any Lease then (or thereafter in accordance with Section 2.2 above) in existence or Milestone's rights thereunder.

3. Duration of Leases; Terms.

3.1. The term of each Lease shall be set by the City in that Lease, commencing on that date such Lease is executed. Each Lease shall be substantially in the form attached hereto as Exhibit B (the "Real Property Lease Agreement") and each Lease shall control over any contrary provision of this Agreement. However, the City may deny any Lease or may condition the approval of any Lease for any reason without liability to Milestone or any party claiming under it. Notwithstanding the foregoing, if after the execution of any Lease, at least one Monopole is not constructed within twelve (12) months after the date of the Lease, and one (1) Carrier Sublease executed and paying full rent, such Lease may be terminated by City with thirty (30) days written notice to Milestone. Further, in the event that at any time after the initial construction of a Monopole on a Site, and the occupancy thereof pursuant to a Carrier Sublease,

such Monopole remains vacant (i.e., with no Carrier Sublease applicable thereto) and no Carrier is paying rent therefor for a period in excess of six (6) consecutive months, such Lease may be terminated by City with thirty (30) days written notice to Milestone. In the event that City elects to terminate a Lease due to the conditions described in the previous two sentences, then during the sixty (60) day period after receipt of City's termination notice, Milestone shall be permitted to elect to pay the City the amount that would have been due if one (1) Carrier Sublease was executed and paying full rent and, if Milestone begins the payment of such amount prior to the date that is sixty (60) days after receipt of City's termination notice, then City's termination notice shall be deemed null and void and the Lease shall continue in full force and effect. Milestone or City may terminate any Lease with sixty (60) days prior notice to the other party if (a) Milestone is unable to obtain or maintain in force all necessary Governmental Approvals, (b) a material change in government regulations makes it impractical, impossible, unlawful or uneconomic for Milestone to continue to operate the Facilities under such Lease, (c) interference by or to Milestone's operation cannot, despite good faith negotiations between Milestone and City in accordance with the terms hereof, be resolved, or (d) the Site or the Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient adversely to affect Milestone's use of the Facilities.

3.2. Each Lease for an Approved Site shall be in the form determined by the City as to that Lease.

4. Duration of Carrier Subleases; Terms.

4.1. Each Carrier Sublease shall be for a term no longer than the remaining term of the Lease for the applicable Site.

4.2. Milestone shall be entitled to Sublease space on a Monopole or in an Equipment Facility (as defined in § 20.6 hereof) without City's prior approval provided that (a) the sublessee is an Approved Carrier as defined in Section 20.2 of this Agreement, (b) no Event of Default exists hereunder and (c) the term of the Carrier Sublease does not exceed the remaining term of the applicable Lease. Otherwise, any Lease, Sublease, lease or other occupancy agreement with respect to any Site shall be in form and substance approved by City, which approval shall not be unreasonably withheld, conditioned or delayed. Milestone will need zoning approvals from the City prior to allowing an additional carrier to install facilities on a Monopole.

5. Site Assessments; Approved Sites; Development.

5.1. Within a commercially reasonable period after the date hereof, Milestone shall, at its sole cost and expense, prepare and deliver to City a Site Assessment with regard to each Site. The City hereby grants a non-transferable non-exclusive lease, revocable at will, to Milestone to enter each Site to conduct a Site Assessment under the terms provided in this section 5.1, the insurance requirements of Section 13 of this Agreement, and the indemnification provided in section 14.1 of this Agreement. Should Milestone wish to perform any on-site tests or studies with respect to any Site, Milestone shall first contact the City and City Schools, where appropriate, to arrange a mutually acceptable time for such tests and studies to be conducted. City may elect to have City personnel accompany the person or persons performing such tests

and studies. Following any such tests and studies, Milestone shall immediately repair any damages directly or indirectly caused by the on-site tests and will restore the Site to its previous condition. Milestone shall perform any such tests and studies in a manner so as to minimize any impact on any City uses on the Site. Milestone's right of access to conduct a Site Assessment is subject to the City's right to require reasonable alternate times and dates for the Site Assessment in order to make sure the on-site tests do not interfere with the City's use of the property. City shall have the right to withhold its consent to any tests or studies which, in the sole and absolute determination of City, may materially alter any Site or interfere with City's use of the Site. At City's request, Milestone shall also furnish proof that Milestone and its contractors have the insurance coverage required under Section 13 hereof.

5.2. At any time during the Term, Milestone may submit to the City Project Manager a Request for Approval with respect to one or more Sites. Upon Milestone's Request for Approval of a Site for Development, the following shall occur:

(a) The City Project Manager shall contact the manager of the Site (if any) for the purpose of scheduling a meeting to solicit the parties' input into and concerning Development of the Site, and thereafter obtaining Preliminary Approval.

(b) At such time as Preliminary Approval has been obtained for a Site, Milestone shall cause to be prepared and deliver to the City Project Manager a Site Plan for the Site, consistent with the Preliminary Approval.

(c) At such time as the Site Plan is approved by the Lynchburg City Project Manager, the Lynchburg City Manager shall execute a Site Lease for the applicable Site.

(d) Upon execution of the Lease for the applicable Site, Milestone shall promptly file a Zoning and Permitting Application with respect to the Site, and shall thereafter diligently seek all other Governmental Approvals. Milestone shall provide the City Project Manager with copies of such Zoning and Permitting Applications promptly when filed, and shall keep the City Project Manager apprised of its progress.

5.3. The City has no liability to Milestone or any party claiming under Milestone as a result of the denial or conditioning of any Governmental Approval.

5.4. Upon securing all Governmental Approvals and upon the execution of a Lease, Milestone shall promptly commence and diligently pursue the Development of the Approved Site.

5.5. Within ten (10) days after the earlier to occur of that date on which (i) Milestone receives all Governmental Approvals for a particular Site or (ii) Milestone commences construction-related work on such Site, Milestone shall pay the City a Site Fee of Twenty-five Thousand and No/100 Dollars (\$25,000.00). Additionally, Milestone shall pay City an additional five thousand and No/100 Dollars (\$5,000.00) collocation fee for each Approved Carrier after the first one on each Site, making such payment within ten (10) days of the earlier to occur of (i) the collocation occurring or (ii) Milestone's receipt of its first payment from the Approved Carrier for collocation. In the event Milestone fails to timely pay any Site Fee due

hereunder, Milestone shall, in addition to owing City such Site Fee, pay to City interest on the amount thereof from the date due through the date of payment of such Site Fee to City, in an amount equal to the Prime Rate of interest as published from time to time by The Wall Street Journal plus four percent (4%). Simultaneously with the execution hereof, Milestone has paid to City an advance payment in the aggregate amount of Fifty Thousand and No/100 Dollars (\$50,000.00) (the "Advance Payment"). The City shall utilize the Advance Payment to offset the Site Fee applicable to and otherwise payable with respect to the initial two (2) Sites for which Leases are executed by Milestone and City pursuant hereto. Notwithstanding anything to the contrary contained herein, in the event this Agreement expires or is terminated prior to the full execution of at least two (2) Leases, then the unapplied portion of the Advance Payment shall be returned to Milestone immediately upon such expiration or earlier termination. For example, if this Agreement expires or is terminated and the City and Milestone had only fully executed one (1) Lease prior to such expiration or earlier termination, then City shall immediately return the remaining \$25,000 of the Advance Payment to Milestone.

5.6. The parties may agree by written amendment to this Agreement to provide for management of existing telecommunications facilities.

5.7. The City agrees that it shall not during the Term, Lease, lease or grant any interest in any portion of any Site (for which a Lease has been executed) to any other telecommunications or other wireless service provider, or to any party constructing monopoles for Lease to telecommunications or wireless service providers, other than Milestone, except as may be permitted in accordance with Section 10 hereof. Notwithstanding the foregoing, the City and the School System, if the Monopole is located on a Site that is used by the School System, shall be permitted to lease, without the requirement for payment of any compensation to Milestone, one (1) platform on the Monopole on each Site for each governmental entities (which lease shall include a ground location for City and the School System, if applicable, to construct a facility to install its ground based facilities appurtenant thereto) at locations on the ground and on the Monopole mutually agreed upon by the City and Milestone, provided that the transmissions do not interfere with those of any Approved Carrier on the Site (or under a letter of intent) at the time such lease is granted, and further, City and the School System, if applicable, shall be entitled to lease space within a Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale), in accordance with Section 10 hereof. In addition to the platform provided on a Monopole to the City and the School System, if applicable, if requested to do so, Milestone will also provide a platform on a Monopole at a height/location mutually agreed upon by the City and Milestone that will allow the Region 2000 Radio Communications Board which operates the regional emergency communications system for Amherst County, Bedford County and the City of Lynchburg, to install its communications facilities on the Monopole and ground based facilities without the payment of any compensation to Milestone. Notwithstanding anything to the contrary contained herein, the size, type, number, height and weight of the City's and School System's antennas, facilities, shelters, platforms and any other equipment to be installed by the City and the School System is subject to Milestone's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

6. Duties of Milestone; Compensation.

6.1. Milestone shall exercise commercially reasonable efforts to market and Lease Sites to maximize revenue to both parties.

6.2. As its sole compensation for performing any of the duties hereunder and for performing the obligations of the sublandlord under any Carrier Sublease, Milestone shall be entitled to retain sixty percent (60%) of the Monthly Gross Rental Revenues derived from the use, leasing or occupancy of any Monopole, Equipment Facility or Site pursuant to this Agreement and the applicable Lease.

7. Duties of City; Compensation.

7.1. Other than the consideration expressly provided in this Agreement, the City shall receive no other consideration from Milestone for entering into this Agreement.

7.2. In consideration of the licensing of any particular Site under and pursuant to a Lease, not later than the tenth day of each calendar month during the term thereof, Milestone shall pay to City an amount equal to forty percent (40%) of the Monthly Gross Rental Revenues derived from the use, leasing or occupancy of any Monopole, Equipment Facility or Site pursuant to the Lease for the preceding calendar month. As of the date of this Agreement, the monthly base rent charged to each Carrier by Milestone is \$2,500 and in no event will Milestone's payment to the City under this provision be less than one thousand dollars (\$1000.00) per site, i.e., forty percent (40%) of two thousand five hundred dollars (\$2,500). All expenses related to the Facilities shall be borne by Milestone; provided however that in the event any real estate related ad valorem or other taxes are assessed against the Facilities (as opposed to personal property or the income derived from the Facilities) the same shall be deducted from Monthly Gross Rental Revenues for purposes of the calculation of compensation payable to City hereunder. The following reimbursable expenses paid by Carriers to Milestone are one-time payments and shall be excluded from the calculation of Monthly Gross Rental Revenues (provided that such reimbursable expenses are not in lieu of or in substitution for any rent under the Carrier Sublease): (a) expenses incurred to extend power, telecommunication lines/equipment and any other utilities to the Facilities, (b) any extraordinary expenses incurred to clear, grade and construct the vehicular access from the nearest road to the Facilities and (c) any expenses incurred to purchase and install a stealth monopole (i.e. tree, clock tower or any other nonstandard monopole) above and beyond the expenses for a standard monopole. The expenses described in the preceding sentence shall include, but not be limited to, engineering, construction administration, application and legal fees and expenses. The compensation hereunder to City shall be accompanied by a statement, signed by an officer of Milestone, verifying the calculation of the compensation for the applicable month.

7.3. In addition to the foregoing, any sum not paid by Milestone when due shall (a) be subject to a late charge of five percent (5%) of the amount due and (b) bear interest from the date due at a rate of fifteen percent (15%) per annum.

7.4. City shall appoint from time to time a City Project Manager for the performance of City's review function hereunder. The City Project Manager shall have the

authority to review and approve those submissions to be made by Milestone hereunder, and to attend meetings and represent City thereat.

7.5. No acceptance of any payment by the City shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount, nor shall such acceptance of any payment be construed as a release of any claim that the City may have for further or additional sums payable under the provisions of this Agreement.

8. Ownership of Site Improvements; Removal. Ownership of the Facilities located on an Approved Site shall remain with Milestone until the term of the Lease for the Approved Site expires or otherwise terminates. Within sixty (60) days after the end of such term, City shall notify Milestone of its election to (a) have Milestone remove any or all of the Facilities from the Approved Site and restore the site to its original condition (except for underground cables which do not and will not present a health or safety risk, and any other improvements which are 2 feet or more below grade) or (b) have the Facilities remain on the Approved Site. If City fails to make such an election within the sixty (60) day period, Milestone shall inform City in writing, and City shall have an additional thirty (30) days to make the election. If City fails to make an election, it shall be deemed to have elected option (a). If City elects or is deemed to elect option (a), Milestone shall promptly (and in any event within one hundred twenty (120) days) remove the designated Facilities from the Approved Site, at Milestone's sole cost and expense; provided, however, that Milestone shall be entitled to leave in place underground cables which the City agrees do not and will not present a health or safety risk, and any other improvements which are 2 feet or more below grade. If the City elects option (b), upon termination or expiration of the applicable Lease, title to those Facilities designated by the City shall vest in the City, without the need for additional action by the City or Milestone, and City agrees to assume all responsibility and liability for the Facilities and any damages or claims related thereto arising from and after the date of title vesting in the City. Notwithstanding the foregoing, if so requested by either party, Milestone shall execute and deliver such further assurances thereof as requested by the other party.

9. Assignment; Financing.

9.1. This Agreement may be assigned in whole or in part, without the prior consent of City, to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Milestone; (ii) shall merge or consolidate with or into Milestone; or (iii) in which Milestone Communications Management III, Inc. or a wholly owned affiliate of Milestone Communications Management III, Inc. is at all times the general partner. In order to assign this Agreement any entity into which Milestone is merged or consolidated shall have a tangible net worth equal to or greater than Milestone as of the date of this Agreement and such entity shall be fully bound by the all of the terms and conditions of this Agreement.

9.2. Individual Leases and Carrier Subleases may be collaterally assigned by Milestone to a Lender as security for Milestone's financing, subject to the terms and conditions set forth therein.

10. Right of First Offer. During the Term (and any extension of the Term) and thereafter during the first five (5) years of the term of each Lease, City shall not grant a Lease on any Site

(for which a Lease has been executed) to a person or entity competing with Milestone in the business of constructing towers or Monopoles to Lease or lease to third parties. If City is contacted by any telecommunications carrier or service provider with regard to a Site, City shall direct such Carrier to discuss with Milestone the possibility of locating on one of Milestone's Monopoles. If after not less than sixty (60) days negotiation, the Carrier informs City that it was unable to reach an agreement with Milestone, City shall be entitled to enter into an agreement with that Carrier permitting the Carrier to construct a Monopole, tower or similar structure and operate thereon, or otherwise operate on the Site, provided that such operation does not cause signal interference with any Carrier operating on a Monopole at that time. Such agreement shall be on terms and conditions satisfactory to City in its sole discretion. If City breaches this Section, Milestone shall have the right to pursue any and all remedies available to Milestone under this Agreement, the applicable Lease or applicable law.

11. Condition of Property. Except as specifically provided in this Agreement, Milestone acknowledges and agrees that each Approved Site will be Leased to Milestone in an "AS IS, WHERE IS," condition, without warranty of any kind, express or implied, including without limitation warranty of merchantability or fitness for a particular purpose, subject to all defects, latent or patent, known and unknown, apparent or hidden, including environmental conditions and matters, which currently exist or may in the future arise. **Milestone hereby waives all rights, remedies and causes of action against City resulting from or relating to the condition of the Site. By executing a Lease, Milestone acknowledges that it has had the opportunity to inspect the Site, and is relying solely on that inspection, and not on any representation or warranty of City in leasing the Site, including the presence of any hazardous materials or other conditions that might render the site unfit for its intended use.** Notwithstanding the foregoing, the City represents and warrants that, to the best of its knowledge and belief, there are no hazardous materials on, in or under each Approved Site. City covenants not to store, deposit, or dump on any Approved Site any hazardous materials in such a manner that would require remediation under applicable laws.

12. Subject to City Uses. Notwithstanding any other provision of this Agreement, Milestone's rights under this Agreement and all Lease(s) are subject and subordinate to the City's or School System's, if applicable, use and operation of the Site. Accordingly, in exercising its rights under this Agreement, Milestone shall use commercially reasonable efforts to avoid any adverse construction, operation or other impacts on the Site and City's use and operation thereof, whether such impacts arise from activities conducted on or off of the Site. Prior to any entry upon any Site, Milestone shall provide reasonable advance notice to City of such entry and of any work or activities to be conducted on the Site. Notice may be given by Milestone to security personnel designated by City. Such entry, work and other activities shall occur only at such times, and shall occur in such manner, as may be required by City to avoid any adverse impacts. In case of emergencies threatening life or safety, Milestone may enter a Site without prior notice to City, provided Milestone notifies City of same as soon as practicable. The installation and operation of a telecommunication monopole and any equipment installed on the City's property must not interfere with the operation of the City's own radio, wireless, or electronic frequencies existing on the Site as of the date such equipment is installed; if there is any such interference Milestone shall correct it, and if such interference cannot be corrected the City shall have the right to terminate this Agreement and any Site Lease that was awarded pursuant to this Agreement for such Site.

13. Insurance.

13.1. All property of Milestone, its employees, agents, business invitees, licensees, customers, clients, subtenants, guests or trespassers, in and on any Site shall be and remain at the sole risk of Milestone, its employees, agents or business invitees, and the City shall not be liable to them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other reason, nor shall City be liable for the interruption or loss to Milestone's business arising from any of the above described acts or causes. The City shall not be liable for any personal injury to Milestone, its employees, agents, business invitees, licensees, customers, clients, subtenants, guests or trespassers arising from the use, occupancy and condition of any Site.

13.2.

(a) Milestone shall, at its sole expense, obtain and maintain a policy of insurance and provide the City with proof of insurance evidencing the following coverage. The City may increase the minimum liability amounts at any extension of this Agreement by notice to Milestone giving the new minimum liability amounts required. Such notice shall be contained in the notice provided for in Section 2.1 of this Agreement for proposing or agreeing to an extension of the term, as the case may be.

(i) A comprehensive general public liability policy (or rider or any current policy) with a minimum liability of Two Million Dollars (\$2,000,000) per personal injury or death or per claim for any property damage and Two Million Dollars (\$2,000,000) for personal injury or death of two or more persons in any one occurrence. Such insurance shall name the City of Lynchburg as an additional insured. Milestone's responsibility to the City under this Agreement is not limited to the amount of such insurance coverage.

(ii) Property damage insurance (or rider or any current policy) with a minimum liability of Two Million Dollars (\$2,000,000) for property damage to the property of any one person and Two Million Dollars (\$2,000,000) for property damage to the property of two or more persons in any one occurrence. Such insurance shall name the City of Lynchburg as an additional insured.

(b) The policies required by this Agreement shall require that Milestone and/or the Carrier Sublease holder must give the City ten (10) calendar days advance written notice of any cancellation, nonrenewal, or modification of coverage, and a binder or certificate verifying new coverage in accordance with the requirements herein prior to any change, cancellation or nonrenewal date. In the event of such cancellation or nonrenewal notice, Milestone and/or the Carrier Sublease holder shall obtain, pay all premiums for the renewal or replacement of the insurance required hereunder.

(c) Milestone agrees, prior to the Commencement Date of this Agreement, to deliver to the City's Risk Management Division a policy evidencing compliance with this Section. Such policy shall be delivered to the addresses provided in Section 19 of this Agreement. Certificates of insurance shall also be provided to the City's Risk Management

Division by Milestone upon each anniversary of the Commencement Date of this Agreement (without demand by the City), and at other times throughout the Term of this Agreement within ten (10) days of a request by the City for confirmation of insurance

13.3. Upon execution of any Lease, Milestone will maintain a policy or policies of commercial general liability insurance insuring City and Milestone against liability arising out of the use, operation or maintenance of the applicable Site and the installation, repair, maintenance, operation, replacement and removal of the Facilities. Such insurance shall be as set forth in the Lease but in no case less than the amounts set out in this Section 13 of this Agreement.

(a) Insurance carried by Milestone will be with companies reasonably acceptable to City. Milestone will deliver to City satisfactory evidence of the existence and amounts of the insurance. Milestone must give the City ten (10) calendar days advance written notice of any cancellation, nonrenewal, or modification of coverage, and a binder or certificate verifying new coverage in accordance with the requirements herein prior to any change, cancellation or nonrenewal date. Milestone shall, at least sixty (60) days prior to the expiration of the policies, furnish City with renewals or “binders” for the policies.

13.4. Milestone will not knowingly do anything or permit anything to be done by Milestone’s tenants, users, business invitees or agents that creates any hazardous condition (“Increased Risk”) which shall invalidate or cause the cancellation of the insurance policies carried by City or Milestone. If Milestone does or permits any Increased Risk which causes an increase in the cost of insurance policies, then Milestone shall reimburse City for additional premiums directly attributable to any act, omission or operation of Milestone causing the increase in the premiums. Payment of additional premiums will not excuse Milestone from terminating or removing the Increased Risk unless City agrees in writing. Absent agreement, Milestone shall promptly terminate or remove the Increased Risk.

13.5. City shall be named as an “additional insured” on Milestone’s liability policies and it shall be stated on all required policies that this coverage “is primary to all other coverage City may possess.”

13.6. All insurance required by this Section 13 shall be written by insurers, in such forms, and shall contain such terms, as City may reasonably require.

13.8 Any deductible or self-insured retention applicable to required coverages shall be paid by Milestone and the City shall not be required to participate therewith.

13.9 The insurance required of Milestone herein shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of the insurance required of Milestone and shall not contribute therewith.

13.10 Notwithstanding any of the other provisions of this Agreement, Milestone’s failure to maintain the required insurance coverage throughout the term of this Agreement or the failure of Milestone to deliver a new and valid binder or certificate verifying coverage is grounds for the immediate termination of this Agreement without prior notice.

13.11 Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

14. Indemnity; Waiver.

14.1. Milestone shall defend, with counsel acceptable to the City, and indemnify hold harmless, and defend the City from all losses, costs, claims, causes of actions, demands and liabilities arising from (a) any action by any Carrier under or pursuant to a Carrier Sublease, or with which Milestone has had negotiations concerning any Site (b) Milestone's entry onto any of the Sites in connection with its investigations there and (c) all claims involving hazardous materials that are brought onto any Site by Milestone or a Carrier.

14.2. Milestone shall also provide City with those specific Site indemnifications as are set forth in the Lease. Such indemnifications shall include the cost of investigation, all expenses of litigation, and the cost of appeals, including, without limitation, attorney's fees and court costs. In addition to the City, the City's Council, staff, officers, agents, servants, employees, and volunteers shall be beneficiaries of Milestone's indemnification.

14.3. Milestone hereby waives any right of recovery against City or its officers, directors and contractors for any claim, loss, liability, injury or damage that is covered by any policy of property insurance maintained by Milestone (or would have been insured against if Milestone had complied with its obligations under this Agreement) with respect to this Agreement or the Sites. Milestone will cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Site.

15. Default; Remedies.

15.1. Each of the following shall be an Event of Default:

(a) Failure to cure, within five (5) business days after written notice to Milestone (with specificity), any default in the payment when due of any amount required to be paid by Milestone under this Agreement or any Lease; or

(b) Failure to cure, within thirty (30) days after written notice to Milestone, any default by Milestone in the performance or observance of, or compliance with, any covenant, agreement, term or condition contained in any Lease or this Agreement; or

(c) An "Event of Default" as defined in any Lease; or

(d) The liquidation, termination or dissolution of Milestone; or

(f) An Event of Bankruptcy; or

(g) If any final judgment or judgments in an aggregate amount (including interest and costs) of more than \$500,000.00 is entered against Milestone, and any such judgment or judgments shall not have been paid or otherwise discharged within sixty (60) days after all applicable appeal periods have terminated.

15.2. Upon the occurrence of an Event of Default hereunder, City shall, in addition to any other remedy that may be available to it at law or in equity, have the following remedies:

- (a) To terminate this Agreement with written notice to Milestone; or
- (b) To seek specific performance of this Agreement.

Provided that Milestone fully complies with its post-default obligations under Section 15.3 and all applicable Leases, City shall in no event have any right to obtain a judgment against Milestone in the nature of consequential or punitive damages arising out of this Agreement.

15.3. Upon the termination of this Agreement, Milestone shall promptly and in no event later than thirty (30) days following the date of termination, deliver to City, or such other person or persons designated by City, at Milestone's sole cost and expense, copies of all books and records regarding the Sites desired by City, and all funds in the possession of Milestone belonging to City. Milestone shall be entitled to retain originals or copies of all such books and records for its files.

The termination of this Agreement shall not, of itself, cause the termination of any Lease which has been executed by Milestone and City.

16. Representations, Obligations, and Warranties.

16.1. Milestone is a corporation duly organized under the laws of the State of Delaware, has qualified to do business in the State of Virginia and has all corporate power and authority necessary to perform its obligations hereunder.

16.2. Milestone is in the business of and has substantial expertise in locating, permitting, leasing, licensing and constructing Facilities. The City is relying upon that expertise in entering into this Agreement.

16.3. Milestone shall exercise commercially reasonable efforts to obtain entitlements, approvals, permits and Carrier Subleases for as many of the Sites as practicable in an effort to maximize revenue and benefit to the City and Milestone.

16.4. Milestone shall obtain and at all times during the term of this Agreement keep in good standing any and all leases and other permits legally required in the conduct of Milestone's business and that of its principals, employees and agents and other parties from time to time authorized to act for Milestone.

16.5. Milestone shall upon request attend and participate in any meetings with City regarding this Agreement or any Site.

16.6. Milestone shall not knowingly violate any federal, state, municipal or other governmental law, ordinance, rule or regulation in performing its services under this Agreement and Milestone shall use reasonable diligence to comply with any and all such laws, ordinances, rules and regulations affecting the Sites.

16.7. If Milestone shall be apprised of any claim, demand, suit or other legal proceeding made or instituted or threatened against City on account of any matter directly connected with the Sites, Milestone shall promptly give City all information in its possession in respect thereof, and shall timely assist and cooperate with City in all reasonable respects in the defense of any such suit or other legal proceedings.

16.8. Milestone shall at all times comply with the terms of all Leases, and shall cause Carriers under Carrier Subleases to comply with the terms of such Carrier Subleases.

17. Monthly Reports; Access to Records.

17.1. On or before the tenth (10th) day of each calendar month (or such other date as the City Project Manager may agree to in writing), Milestone shall provide City with a written report setting forth in reasonable detail (a) the Monthly Gross Rental Revenues for the previous month, on a Site-by-Site and Carrier Sublease-by-Carrier Sublease basis, (b) any new Carrier Subleases entered into by Milestone, (c) the status of Milestone's progress on all Sites which have received Preliminary or Final Approval, (d) any Sites which Milestone intends to submit a Request for Approval within the next ninety (90) days, and (e) any issues which have arisen or which Milestone anticipates may arise which could materially affect City's activities on any Site.

17.2. Milestone shall keep full and correct records and books of account in accordance with generally accepted accounting principles, consistently applied, showing in detail all income and expenses relating to the Sites and this Agreement, and shall permit City or its representatives to examine such books and records upon its request and to make copies or extracts thereof.

17.3. In the event that any audit of Milestone's books and records reveals a discrepancy between the amounts due to City hereunder and the actual amount paid by Milestone of greater than three percent (3%), in addition to the late charges and penalties due hereunder, Milestone shall pay all costs of City's audit.

18. Notices. All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given three (3) days after the date when mailed by United States First Class, Registered or Certified Mail, postage prepaid, or upon receipt when delivered by reliable overnight courier or hand delivery, and addressed as follows:

If to City:

City of Lynchburg
900 Church Street
Lynchburg, VA 24504
Attn: City Manager

with a copy which will not constitute notice to:

Public Works Department
17000 Memorial Avenue
Lynchburg, VA 24501
Attn: Director of Public Works

If to Milestone:

with a copy to:

Milestone Communications
12110 Sunset hills Road, Suite 100
Reston, Virginia 20190
Attn: Leonard Forkas, Jr.

Cooley LLP
11951 Freedom Drive
Reston, Virginia 20190
Attn: John G. Lavoie, Esquire

If applicable, to the School System
Lynchburg City Schools
915 Court Street
P. O. Box 2497
Lynchburg, VA 24504
Attn: Superintendent

with a copy which will not constitute
notice to:
Lynchburg City Schools
915 Court Street
P. O. Box 2497
Lynchburg, VA 24505
Attn: Assistant Superintendent for
Operations & Administration

or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

19. Miscellaneous.

19.1. Nothing in this Agreement shall confer on Milestone any property right or right in and to any Site until the execution of a Lease.

19.2. In performing its duties under this Agreement, Milestone shall at all times be an independent contractor, and not an employee, agent, partner or joint venturer of City. Milestone shall have no right or authority, expressed or implied, to commit or otherwise obligate City in any manner.

19.3. Except as expressly provided in this Agreement, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

19.4. Waiver of any of the terms or provisions hereof may only be in writing and shall be operative only for the time and to the extent therein stated. No waiver of any default or breach of any of the terms or provisions hereof by either party hereto shall be implied from the failure by either party to take action on account of such default or breach. No waiver shall affect any default other than the default specified in the waiver. No waiver of any term or provision contained herein by either party shall be construed as a waiver of any subsequent breach of the same term or provision. The consent or approval by either party to, or of, any act by the other party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to, or of, any subsequent similar acts.

19.5. Any provision of this Agreement may be amended if, but only if, such amendment is in writing and is signed by City and Milestone. City approval of any amendment shall require an affirmative vote of the City Council.

19.6. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

19.7. This Agreement shall be deemed to be a contract made under seal and shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflicts of laws principles.

19.8. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when City shall have received counterparts hereof signed by both parties.

19.9. Any legal action or proceeding with respect to this Agreement or any document related hereto or thereto shall be brought in the courts of the State of Virginia in the City of Lynchburg and in no other courts, and by execution and delivery of this Agreement, Milestone hereby accepts for itself and in respect of its property, general and unconditionally, the jurisdiction of the aforesaid courts. Milestone consents to the service of process in any such action or proceeding by the mailing of copies of such process to it by certified mail at the address indicated in Section 19. Nothing in this section shall affect City's right to serve process in any other manner permitted by law or to bring proceeding against Milestone in any other court having jurisdiction.

19.10. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes all previous understandings, written or oral, in respect thereof.

19.11. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable in whole or in part. If any provision hereof is or becomes invalid and unenforceable, then, to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be strictly construed in order to carry out the intentions of the parties hereto as nearly as may be possible.

19.12. The headings of the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement. Any pronoun used herein shall be deemed to refer to any gender, and singular pronouns shall be deemed to include the plural and vice versa. The use in this Agreement of the word "including" when following any general statement, term or matter, shall not be construed to limit that statement, term or matter to the specific items or matters, whether or not nonlimiting language (such as "without limitation", or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of that general statement, term or matter. This Agreement shall not be

construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same with the assistance of counsel.

19.13. Neither Milestone nor City intends by any provision of this Agreement to confer any right, remedy or benefit upon any third party, except to the Lynchburg School System as provided herein.

19.14. Time is strictly of the essence of each and every provision of this Agreement.

19.15. The City and the person executing and delivering this Agreement on City's behalf each represents and warrants that such person is duly authorized to so act and has the power and authority to enter into this Agreement; and that all action required to authorize City and such person to enter into this Agreement has been duly taken.

19.16. In its installation, maintenance and operation of a telecommunication Monopole and related facilities Milestone will comply with all applicable federal, state, and local laws, regulations and ordinances, whether currently in force or subsequently adopted.

19.17 Milestone and the person executing and delivering this Agreement on Milestone's behalf each represents and warrants that such person is duly authorized to so act and has the power and authority to enter into this Agreement; and that all action required to authorize Milestone and such person to enter into this Agreement has been duly taken.

20. Definitions.

20.1. Zoning and Permitting Application. A request or application for site plan approval, zoning certificate, conditional use permit and/or building permit filed with City of Lynchburg Department of Permits and Inspections or other department of the City having jurisdiction over the Site.

20.2. Approved Carrier. A telecommunications service provider leased by the Federal Communication Commission ("F.C.C.") and any other governmental agencies for which approval is needed to conduct such company's business.

20.3. Approved Site. A Site that has received Final Approval for Development.

20.4. Carrier Sublease. A Sublease, lease or similar occupancy agreement with an Approved Carrier for space on a Monopole or in an Equipment Facility.

20.5. City. When a telecommunication monopole is to be located on property that has been Leased to the Lynchburg School Board the term "City" as used in this Agreement shall include the Lynchburg City Schools as well as the City of Lynchburg.

20.6. Development. The construction of up to two (2) Monopoles and an Equipment Facility on a Site, and the leasing of space on the Monopoles and within the Equipment Facility to Approved Carriers.

20.7. Equipment Facility. A building shelter, structure, or other facility, determined by Milestone on a site by site basis subject to the reasonable approval of City, in which ground-based equipment necessary for the use of the Monopole(s) shall be located.

20.8. Event of Bankruptcy. shall mean the occurrence of any one or more of the following:

(a) If a court of competent jurisdiction shall enter a decree or order or relief in respect of Milestone in any involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Milestone or of any substantial part of its property, or ordering the winding up of its affairs or liquidation of its property, and such decree or order shall continue unstayed and in effect for a period of thirty (30) days; or

(b) If Milestone shall commence a voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, shall consent to the entry or an order for relief in an involuntary case under any such law, or shall consent to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Milestone or of any substantial part of its property, or shall make any general assignment for the benefit of creditors or shall take any action in furtherance of any of the foregoing.

20.9. Facilities. (a) Up to two (2) Monopoles, (b) an Equipment Facility, (c) Milestone's antennas and those of its tenants, lessees and licensees, equipment, ancillary and related structures, cables, accessories and improvements, and (d) all other equipment on any Site, other than equipment owned by City, located on the Site pursuant to the Lease or any Carrier Sublease, together with any additions approved by City.

20.10. Lease A right to use public property in a manner not permitted to the general public, governed by Virginia Constitution Art. VII § 9 and Chapter 21 of Title 15.2, Code of Virginia (1950), as amended, or their successor provisions.

20.11. Final Approval. The final approval of a Lease granted by the City Council. Final Approval may be given or withheld in City's sole and absolute discretion.

20.12. Governmental Approvals. All permits, approvals and permissions required by any governmental or quasi-governmental agency for the construction, use, leasing and operation of the Facilities.

20.13. Monthly Gross Rental Revenues. All monthly rental income or revenue derived from the Approved Carriers on any Monopole owned by Milestone on any Site. As of the date of this Agreement, the monthly base rent charged to each Approved Carrier by Milestone is \$2,500 and in no event will Milestone's payment to the City under this provision be less than one thousand dollars (\$1000.00) per site, i.e., forty percent (40%) of two thousand five hundred dollars (\$2,500). Monthly Gross Rental Revenues shall exclude any real estate-related ad valorem taxes (which term specifically excludes personal property taxes and taxes on income derived from the Facilities) payable for such period (or the pro rata share thereof applicable to such period) by Milestone on the Sites or the Facilities. The following reimbursable expenses paid by Approved Carriers to Milestone are one-time payments and shall be excluded from the

calculation of Monthly Gross Rental Revenues (provided that such reimbursable expenses are not in lieu of or in substitution for any rent under the Carrier Sublease): (a) expenses incurred to extend power, telecommunication lines/equipment and any other utilities to the Facilities, (b) any extraordinary expenses incurred to clear, grade and construct the vehicular access from the nearest road to the Facilities and (c) any expenses incurred to purchase and install a stealth monopole (i.e. tree, clock tower or any other nonstandard monopole) above and beyond the expenses for a standard monopole. The expenses described in the preceding sentence shall include, but not be limited to, engineering, construction administration, application and legal fees and expenses.

20.14. Lender. A bona fide reputable banking or financial institution with net assets of at least \$100,000,000. There shall not be more than one Lender with respect to any Site.

20.15. Milestone. The Milestone named in the initial paragraph hereof, together with its permitted successors and assigns, and, following the termination of this Agreement, the lessee under any Lease, with respect to such Site.

20.16. Monopole. A monopole or flagpole tower not exceeding 150 feet in height. Each Monopole shall be designed to accommodate no less than 3 and no more than 8 telecommunications providers. The height of a Monopole may exceed the height set forth herein with the prior written approval of City, which may be given or withheld in its sole and absolute discretion.

20.17. Preliminary Approval. The conceptual approval by the City Project Manager of Milestone's conceptual development plan for a Site, following City's receipt of a Request for Approval. Preliminary Approval may be given or withheld in City's sole and absolute discretion.

20.18. Request for Approval. A written request by Milestone that a Site be considered for Development, in accordance with the process set forth in Section 5.2 hereof.

20.19. City Project Manager. City's then appointed designated representative for purposes of performing the functions of City hereunder. The City Project Manager may be changed from time to time by City, at City's sole and absolute discretion, upon notification thereof to Milestone.

20.20. Site. Each parcel of real property within the City limits of the City of Lynchburg which is solely owned by the City; provided, however, that any such Site shall cease to be a Site available for further Development if it is sold or conveyed by City.

20.21. Site Assessment. A report on the viability of a Site for telecommunications purposes.

20.22. Site Plan. A plan showing in reasonable detail the proposed Development on any Site, including, without limitation the location of the Facilities, proposed ingress-egress routes and all requested easements.

20.23. Third Party. A party other than City or Milestone.

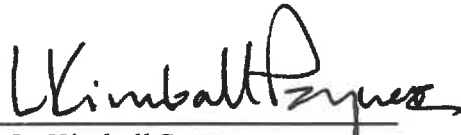
21. Authority. The City of Lynchburg affirms that it has all requisite power, right and authority to operate and Lease the Sites and the Existing Structures to Carriers for wireless communications purposes and to enter into this Agreement and perform its obligations hereunder. Milestone affirms that it is a validly formed and legally existing entity with all requisite power, right and authority to enter into this Agreement and able to perform its obligations hereunder.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto execute this Telecommunications Marketing Master Agreement in two parts on the dates indicated.

CITY:

CITY OF LYNCHBURG

By: 
Name: L. Kimball Payne
Its: City Manager
Date: 9/11/13

MANAGER:

MILESTONE COMMUNICATIONS
MANAGEMENT III, INC., a Delaware corporation


By: 
Name: Leonard Forkas, Jr.
Its: President
Date: 9.9.13

EXHIBIT A
Form Franchise

[Attached]

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter, the "Agreement" or "Franchise Agreement"), made and entered into this ___ day of _____, 2013, by and between the CITY OF LYNCHBURG, a Municipal Corporation of the Commonwealth of Virginia, with an address of 900 Church Street, Lynchburg, VA, 24504, herein referred to as the "City," and MILESTONE COMMUNICATIONS MANAGEMENT III, INC., a Delaware corporation, with an address of 12110 Sunset Hills Road, Suite 100, Reston, VA 20190, herein referred to as "Milestone," recites and provides as follows:

RECITALS

1. Subject to the provisions, conditions and restrictions hereinafter set forth, Milestone, and its successors, is hereby granted the nonexclusive right, privilege, franchise, and authority, to install, operate, and maintain telecommunication monopoles (each a "Monopole") and ground telecommunications equipment on designated City-owned properties throughout the City (each a "Site"), and to lease space on the telecommunication monopoles and the ground telecommunications equipment to telecommunications providers or other wireless communications providers.

2. Milestone is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and is duly authorized to do business in the City of Lynchburg, Virginia; and has all requisite power and authority to accept, execute, deliver and perform this Franchise Agreement and all agreements entered into or delivered in connection with or as contemplated hereby.

3. Milestone intends to construct free-standing Monopoles satisfying the requirements of this Franchise Agreement and all applicable laws, on designated Sites throughout the City of Lynchburg, and to construct equipment compounds adjacent to the Monopoles for the installation of equipment operated by Milestone or the Carriers (as defined below) on the Sites (the "Compounds" and each individually, a "Compound"). Milestone intends to lease space on the Monopoles and in the Compounds to telecommunications or other wireless communications providers (the "Carriers" and each individually, a "Carrier") in compliance with the terms hereof. Such Carriers may install antennas on the Monopoles and construct equipment platforms (each, an "Equipment Platform") to support their communications equipment within the Compounds (the Monopole, the Compound, each Equipment Platform and all antennas, dishes, lines, cables and other equipment or items shall collectively be referred to herein as the "Base Station" or "Facilities").

4. Some of the Sites owned by the City have been leased to the Lynchburg School Board for use as school facilities. In situations in which a Monopole is to be located on Site that is used by the Lynchburg School Board the term "City" as used in this Franchise Agreement shall include the Lynchburg City Schools as well as the City of Lynchburg. For example, when conducting a site assessment under paragraph 5.1 on property used by the School Board, Milestone must obtain the prior consent of both the City and the School System; when seeking approval of its plans to install a Monopole on property used by the School System under Section 7. Construction, Milestone must obtain the consent of both the City and the School System;

when a telecommunication monopole is to be installed on property used by the School System, the insurance required by Section 10. Indemnification and Section 14. Insurance, shall name both the City and the School System as an additional insured; when Milestone proposes to install a Monopole on property that is used by the School System under Section 8. Operation of Base Station, copies of any documents that are to be provided to the City under this Franchise Agreement must also be provided to the School System; and as provided in Section 12. Interference, the construction, maintenance and operation of the Monopole shall avoid any adverse impacts on the activities of the Lynchburg City Schools as well as the City; and so forth.

5. The parties now desire to set forth the terms of this Franchise Agreement pursuant to which City shall make designated Sites available to Milestone for the purposes just described. This Franchise Agreement is intended to satisfy the requirements of Virginia Constitution Article VII § 9 and Virginia Code § 15.2-2100 and therefore shall only be awarded after advertisement and receipt of bids.

NOW, THEREFORE, in reliance of the Recitals set forth above and for and in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. FRANCHISE AGREEMENT:

a. Subject to and in accordance with the provisions of this Franchise Agreement, the City hereby grants to Milestone the nonexclusive right, privilege, franchise, and authority, to install, operate, and maintain telecommunication Monopoles and ground telecommunications equipment on designated City-owned properties throughout the City, and to lease space on the Monopoles and the ground telecommunications equipment to telecommunications providers or other wireless communications providers, the sites on which such telecommunication Monopoles and ground telecommunications equipment are to be installed shall be referred to collectively as the “Franchised Premises.” The City and Milestone acknowledge that the exact locations of the specific Sites on which the Monopoles and ground telecommunications equipment are to be installed have not yet been identified. After the award of this City-wide franchise, the City Manager will enter into site-specific Lease Agreements with Milestone for the installation, operation and maintenance of telecommunications equipment and facilities at various locations within the City, which Lease Agreements shall be in form attached hereto as Exhibit A.

b. Except for those portions of the Franchised Premises that are fenced with the permission of City (which portions shall generally be the area immediately surrounding the Compound) and the actual space occupied by the Monopole (the “Exclusive Franchised Premises”), the Franchised Premises shall be demised to Milestone on a non-exclusive basis. City and its invitees, permittees, agents and contractors expressly reserve the right to have, and shall have, free and full use of the Non-Exclusive Franchised Premises, including, without limitation, the right of pedestrian and vehicular ingress and egress over and through the Non-Exclusive Franchised Premises in accordance with the terms hereof. City shall also have free and full access to the Monopole (at City’s risk) for the purpose of maintaining, repairing and replacing any lights on the Monopole, to the extent it is required to do so. Without the prior written consent of City, Milestone shall not alter, relocate or modify the lights on the Monopole

(if any). Milestone and Carriers shall erect no signs on the Sites except on the Exclusive Franchised Premises or with the City's prior express permission in writing. This Franchise Agreement grants Milestone no right to use City-owned useable antenna support structures such as City-owned water tanks, buildings, etc. or other structures, facilities or equipment belonging to City except as expressly stated herein.

c. Milestone acknowledges that with the exception of the air space over the land actually occupied by the Monopole, the Franchised Premises shall include the air rights over the land only to a height which is the lesser of ten (10) feet above the ground elevation or the bottom of the bleachers or other structure that is situated above the Franchised Premises. **Milestone hereby accepts the Franchised Premises "AS IS" and in their present condition without any representation or warranty of City except any that may be expressly set forth in this Franchise Agreement.**

d. Notwithstanding the foregoing, Milestone acknowledges and agrees that it is solely responsible for performing all necessary due diligence regarding each Site and the Franchised Premises, including confirming by way of a title report and examination that City holds legal title to the Site and that no matters affecting title to the Site prohibit, impair or require third party consent to the leasing of the Franchised Premises to Milestone, the construction of the improvements contemplated hereunder or any other matter relating or pertaining to this Franchise Agreement (the "Due Diligence Matters"). In no event shall City have any responsibility for or liability with respect to the Due Diligence Matters, all of which are hereby waived by Milestone. Milestone agrees to strictly comply, at its sole cost and expense, with all recorded documents, instruments and agreements affecting title to the Site, and defend, indemnify and hold harmless City against any cost, expense, claim, demand, obligation, cause of action or liability with respect to any violation thereof by Milestone or its agents or sublessees.

e. Until the termination or expiration of the Lease Agreement applicable to a specific Site, title to the Monopole and the portions of the Base Station owned by Milestone shall remain with Milestone except that title to the Monopole and/or those portions of the Base Station owned by Milestone that City has required to remain on the Franchised Premises shall, at the option of City, vest in City after the termination or expiration of such Lease Agreement, and Milestone agrees to promptly execute such further assurances thereof as shall be requested by City.

2. EASEMENTS SERVING FRANCHISED PREMISES:

a. City hereby grants to Milestone such easements as may be needed to install, operate, and maintain telecommunication Monopoles and ground telecommunications equipment as easements appurtenant to the leasehold granted to Milestone in this Franchise Agreement or the Lease Agreements (such easements collectively, the "Appurtenant Easements). With the exception of Milestone's grant of use of the Appurtenant Easements to Carriers and utility providers (as applicable), the Appurtenant Easements may not be assigned or otherwise transferred in whole or in part separately from the leasehold granted under this Franchise Agreement, and any such attempted assignment or transfer shall be void.

i. City grants Milestone a nonexclusive, temporary construction easement of varying dimensions over, on, and through adjoining and adjacent portions of each Site, identified as the "Temporary Construction Easement", for construction and installation of the Base Station upon the Franchised Premises. Such temporary construction easement shall terminate upon the completion of Milestone's construction described in Section 7 provided that such term shall be extended for such period of time as Milestone may be prevented from constructing the Base Station by reason of force majeure, and may be extended for such further period as City in its discretion may agree.

ii. Milestone shall be permitted the non-exclusive use of a right-of-way ten feet (10') in width, and described as the "10'-0" Wide Power and Telco Easement," or such other right-of-way of similar dimensions as City may designate during the term of this Franchise Agreement, to construct, erect, install, operate and maintain underground communication cables from the Franchised Premises, over, across and through that portion of the designated Sites.

iii. City hereby agrees to grant to the local utility and telephone companies, on terms acceptable to City in its reasonable discretion, the non-exclusive easements and rights-of-way up to ten feet (10') in width to construct, maintain, operate and repair communication and electric power lines, conduits and systems over those portions of the Franchised Sites and described as the "10'-0" Wide Power and Telco Easement," or such other right-of-way of similar dimensions as City may designate during the term of this Franchise Agreement, and the right-of-way of Milestone provided for in Subsection 2 a(ii) during the term of this Franchise Agreement for purposes of installation and provision of telephone and electric service to the Base Station.

iv. City hereby grants Milestone a non-exclusive easement and right-of-way twenty feet (20') in width for ingress to and egress from the Franchised Premises by Milestone and the Carriers, for vehicular traffic for constructing, installing, maintaining, operating and repairing the Base Station, over that portion of the Site described as the "20'-0" Wide Access Easement", or such other right-of-way of similar width as may be designated by City to provide such access to the Franchised Premises and the Base Station.

b. City shall have the right to direct Milestone to relocate any of the Appurtenant Easements (provided that there shall be no termination thereof, and no interruption of service or access as a result thereof other than such short term interruption as is necessary to effectuate the physical relocation, provided that City and Milestone shall attempt to ensure that the replacement Appurtenant Easement is in place prior to such relocation such that any such interruption shall be as minimal as reasonably practicable). If such relocation occurs after the installation of utilities or facilities therein, such relocation shall be at Milestone's expense. However, Milestone will only be required to relocate its facilities in connection with a City project that is undertaken by the City in order to provide a public use. In planning its projects the City will make reasonable efforts to design them in such a way that it will not be necessary for Milestone to have to relocate its facilities. In the event it is necessary for Milestone to relocate its facilities because of a City project, the City will work with Milestone to find another suitable location for the relocation of Milestone's facilities and the City will waive any permit or other fees associated with the relocation.

c. With the exception of the temporary construction easement provided for in Section 2 a(i), which may expire sooner as provided in such section, and any utility easements to third-party utility or power companies, which shall expire in accordance with their terms, the term of all Appurtenant Easements shall automatically expire upon termination of this Franchise Agreement without the need for further act of any party. Notwithstanding the foregoing, if requested by City, Milestone shall execute and deliver to City, in recordable form, such documents as City may request to evidence of record the termination of all Appurtenant Easements as just provided.

3. USE OF FRANCHISED PREMISES:

a. Milestone shall use the Franchised Premises solely for construction, operation and leasing of the Base Station as provided herein, and shall use the Appurtenant Easements solely for the applicable purposes described in Section 2. City makes no representation or warranty whether such use is permitted by any laws or regulations applicable to the Franchised Premises, and Milestone is solely responsible for determining whether such use is permitted, and for securing all necessary licenses, permits and approvals therefor.

b. Notwithstanding any other provision of this Franchise Agreement, Milestone acknowledges the absolute primacy of the City's use of the Sites for the purpose set out in Recital 1. of this Franchise Agreement, and that Milestone's rights under this Franchise Agreement (and, accordingly, any Carrier rights under a Carrier Sublease (as defined below) are subject and subordinate to City's use and operation of the Sites. Accordingly, in exercising their rights under this Franchise Agreement, Milestone shall use commercially reasonable efforts to avoid any adverse construction, operational or other such impact on the Sites or the City's and the School System's, if applicable, use and operation thereof, whether such impacts arise from work or activities being performed or undertaken on or off of the Sites (utility outages arising from off-site utility relocation, for example), and, notwithstanding any other provision of this Franchise Agreement, Milestone will use commercially reasonable efforts to cause such entry, work or activities to be performed or undertaken at such times, and to occur in such manner, as City and the School System, if applicable, may reasonably require, in its reasonable discretion, to avoid any adverse impacts to the Sites or the City's or the School System's, if applicable, use thereof. Further, Milestone agrees that it will cause each Carrier to comply with the provisions of this Section 3. Pursuant to the provisions of Section 8b, Milestone shall be responsible for repairing all damage to the Base Station, the Franchised Premises or the Sites caused by Milestone or any of Milestone's employees, contractors or agents. In case of emergencies threatening life or safety or any component of the Base Station, Milestone may enter the Franchised Premises without prior notice to City, provided Milestone notifies City of such entry, and the nature of the work performed or undertaken as a result of such emergency, as soon as practicable after Milestone's entry. Notwithstanding the foregoing, Milestone shall have the right to make customary and routine inspections of the Franchised Premises upon one (1) business day prior notice, provided that (i) such entry is only for the purpose of inspecting the Franchised Premises, conducting routine maintenance and repairs (provided such maintenance and/or repairs do not require alteration of the structural elements to the Base Station or the Monopole or the addition or substitution of any electrical cabinet or equipment shelter) and (ii) the worker or workers who make such inspections check-in with the appropriate personnel at the

Sites prior to accessing the Franchised Premises and, in all cases, follow all procedures required by Site personnel.

c. The City and the School System, if the Monopole is located on a Site that is used by the School System, shall be permitted to lease, without the requirement for payment of any compensation to Milestone, one (1) platform on the Monopole on each Site (which lease shall include a ground location for the City and the School System, if applicable, to construct a facility to install its ground based facilities appurtenant thereto), provided that the transmissions do not interfere with those of any Approved Carrier on the Site (or under a letter of intent) at the time such lease is granted, and further, City and the School System, if applicable, shall be entitled to lease space within a Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale), in accordance with Section 10 hereof. In addition to the platform provided on a Monopole to the City and the School System, if applicable, if requested to do so, Milestone will also provide a platform on a Monopole that will allow the Region 2000 Radio Communications Board which operates the regional emergency communications system for Amherst County, Bedford County and the City of Lynchburg, to install its communications facilities on the Monopole and ground based facilities without the payment of any compensation to Milestone. Notwithstanding anything to the contrary contained herein, the size, type, number, height and weight of the City's and School System's antennas, facilities, shelters, platforms and any other equipment to be installed by the City and the School System is subject to Milestone's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

4. TERM:

a. This Franchise Agreement shall be effective for a term of forty (40) years beginning on _____, 2013, and ending on _____, 2053, unless sooner terminated or extended pursuant to the provisions of this Franchise Agreement. Notwithstanding the foregoing, if the Monopole is not constructed within twelve (12) months after the date Milestone obtains all required governmental approvals and permits, the lease for that particular Site may be terminated by City with thirty (30) days written notice to Milestone. Further, in the event that at any time after the initial construction of the Monopole on the Site, the Monopole remains vacant (i.e., with no Carrier Sublease applicable thereto) or no Carrier is paying rent therefor for a period of six (6) consecutive months, the lease for that particular Site may be terminated by City with thirty (30) days written notice to Milestone. In the event that City elects to terminate a Lease Agreement for a specific Site due to the conditions described in the previous two sentences, then during the sixty (60) day period after receipt of City's termination notice, Milestone shall be permitted to elect to pay the City the amount that would have been due if one (1) Carrier Sublease was executed and paying full rent and, if Milestone begins the payment of such amount prior to the date that is sixty (60) days after receipt of City's termination notice, then City's termination notice shall be deemed null and void and the lease for the site shall continue in full force and effect. In addition, Milestone or City may terminate a Lease Agreement for a specific Site with sixty (60) days prior notice to City if (i) Milestone is unable to obtain or maintain in force all necessary governmental approvals or (ii) interference by or to Milestone's operation cannot, despite good faith negotiations between Milestone and City in accordance with the terms hereof, be resolved. In addition, Milestone may terminate a Lease Agreement for a specific Site with sixty (60) days prior notice to City if (i) a material change in

government regulations makes it impractical, unlawful, impossible or uneconomic for Milestone to continue to operate the Facilities under such lease, (ii) Milestone is unable to lease space within the Base Station to Carriers for a period of twelve (12) months after the date Milestone obtains all required governmental approvals and permits, (iii) the Site or the Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient in Milestone's reasonable judgment, adversely to affect Milestone's use of the Site or (iv) if, after the execution of a Lease Agreement for a specific Site, Milestone is unable to operate the Base Station due to the action of the F.C.C. or by reason of any law, physical calamity, governmental prohibition or other reasons beyond Milestone's control, subject to Milestone's restoration obligations under Section 4b hereof.

b. At the end of the term of a Lease Agreement for a specific Site, whether by the passage of time or the exercise by any party of any right of termination, Milestone shall surrender the Franchised Premises to City in the condition specified in this Section 4b. Within sixty (60) days after the end of the term of a Lease Agreement for a specific Site, City shall notify Milestone of its election to (i) have Milestone dismantle and remove the Base Station, or any component thereof, including, but not limited to, any or all of Milestone's facilities from the Franchised Premises and the Site (except for underground cables which do not and will not present a health or safety risk, and any other improvements which are 2 feet or more below grade) or (ii) have the Monopole and/or Base Station (other than those portions of the Base Station owned by the Carriers) remain on the Franchised Premises. If City fails to make such an election within the sixty (60) day period, Milestone shall inform City in writing, and City shall have an additional thirty (30) days to make the election. If City fails to make an election, it shall be deemed to have elected option (i). If City elects or is deemed to elect option (i), Milestone shall promptly (and in any event within one hundred twenty (120) days) remove the designated facilities from the Site, at Milestone's sole cost and expense; provided, however, that Milestone shall, with City's approval, be entitled to leave in place underground cables which City determines do not and will not present a health or safety risk, and any other improvements which are two (2) feet or more below grade. If City elects option (ii), title to the facilities designated by City shall immediately vest in City, without the necessity of further action by City or Milestone, and City agrees to assume all responsibility and liability for the facilities and any damages or claims related thereto arising from and after the date of title vesting in the City. Notwithstanding the foregoing, if so requested by City, Milestone shall execute such further assurances thereof as shall be requested by City. Further, nothing herein contained shall be deemed to prohibit or restrict any Carrier from removing its equipment to the extent permitted to do so under any Carrier Sublease.

c. Subject to Section 4b, the Base Station, including the Monopole, and other equipment, shall during the term of a Lease Agreement for a specific Site be deemed the personal property of Milestone and/or the Carriers, as applicable.

5. RENT & ACCESS FEE:

a. Beginning on the Commencement Date, and thereafter on the tenth day of each calendar month during the term and any extension term of a Lease Agreement for a specific Site, Milestone shall pay to the City, in legal tender of the United States of America without demand,

setoff or deduction whatsoever, as monthly rent for the Franchised Premises, an amount equal to forty percent (40%) of the Monthly Gross Rental Revenues (as defined below) derived from the use, leasing or occupancy of any portion of the Monopole or Base Station for the preceding calendar month. The term “Monthly Gross Rental Revenues” shall mean all revenue actually collected by Milestone from Carriers with respect to the Site, except as provided below, payable for such period (or the pro rata share thereof applicable to such period) by Milestone on the Franchised Premises or the Base Station. All rental payments shall be made by check payable to City at the City’s Billings and Collections Division, City Hall Building, 900 Church Street, Lynchburg, VA 24504, Attention: Billings and Collections Manager, or such other address as the City may from time to time provide. In no event will Milestone’s payment to City under this provision be less than one thousand dollars (\$1000.00) per site. All expenses related to the Facilities shall be borne by Milestone; provided however that in the event any real estate related ad valorem or other taxes are assessed against the Facilities (as opposed to personal property or the income derived from the Facilities) the same shall be deducted from Monthly Gross Revenue Rental revenues for purposes of the calculation of compensation payable to City hereunder. The following reimbursable expenses paid by Carriers to Milestone are one-time payments and shall be excluded from the calculation of Monthly Gross Rental Revenues (provided that such reimbursable expenses are not in lieu of or in substitution for any rent under the Carrier Sublease): (a) expenses incurred to extend power, telecommunication lines/equipment and any other utilities to the Facilities, (b) any extraordinary expenses incurred to clear, grade and construct the vehicular access from the nearest road to the Facilities and (c) any expenses incurred to purchase and install a stealth monopole (i.e. tree, clock tower or any other nonstandard monopole) above and beyond the expenses for a standard monopole. The expenses described in the preceding sentence shall include, but not be limited to, engineering, construction administration, application and legal fees and expenses. The compensation hereunder to City shall be accompanied by a statement, signed by an officer of Milestone, verifying the calculation of the compensation for the applicable month.

b. In addition to the rent described in the preceding paragraph, any other amounts payable under a lease or this Franchise Agreement to City, however denominated, shall be deemed additional rent, and City shall have all rights and remedies in respect of payment and collection thereof as are applicable to rent. Any amounts payable hereunder by Milestone that are not paid when due shall (a) be subject to a late charge of five percent (5%) of the amount due and (b) bear interest from the date due at a rate of fifteen percent (15%) per annum.

c. Within ten (10) days after the earlier to occur of that date on which (i) Milestone receives all necessary governmental approvals for a particular Site or (ii) Milestone commences construction-related work on such Site, Milestone shall pay City a Site Fee of Twenty-five Thousand and No/100 Dollars (\$25,000.00) (“Site Fee”). Additionally, Milestone shall pay City an additional five thousand and No/100 Dollars (\$5,000.00) collocation fee for each Carrier after the first Carrier that installs on the Monopole within ten (10) days of the earlier to occur of (i) the collocation occurring or (ii) Milestone’s receipt of its first payment from the Carrier for collocation. In the event Milestone fails to timely pay any Site Fee due hereunder, Milestone shall, in addition to owing City such Site Fee, pay to City interest on the amount thereof from the date due through the date of payment of such Site Fee to City, in an amount equal to the Prime Rate of interest as published from time to time by The Wall Street Journal plus four percent (4%).

d. To ensure Milestone's proper removal of the Monopoles and Base Stations from the Sites at the end of the term of this Franchise Agreement in accordance with Section 4b (as elected by City), and to ensure the removal work is done in a proper manner without undue damage to the Sites or other property of the City, Milestone shall furnish to the City a security deposit in the amount of Twenty Thousand Dollars (\$20,000.00) (together with all accrued interest thereto, the "Security Deposit") prior to commencing construction on the Sites. The Security Deposit shall be in the form of cash. The Security Deposit shall not in any way be considered to limit Milestone's obligations or liabilities hereunder. The City may draw upon the Security Deposit upon failure by Milestone to remove Milestone's Facilities from the Sites in accordance with Section 4b. The Security Deposit shall be held by City in an interest bearing escrow account and the Security Deposit (together with all accrued interest thereto) will be returned to Milestone within thirty (30) days of Milestone's substantial completion of the removal requirements contained in Section 4b (as elected by City) or at such other time as the City determines the Security Deposit is no longer needed.

6. REAL ESTATE TAXES, UTILITIES, MAINTENANCE:

a. Milestone shall be solely responsible for all costs and expenses relating to the connection, disconnection, consumption and use of any utilities and/or services in connection with Milestone's construction, installation, operation and maintenance of the Base Station on the Franchised Premises including, without limitation, any electric consumption by its equipment, and Milestone agrees to pay all costs for service and installation of an electric meter directly to the local utility company.

b. Milestone shall be responsible for the declaration and payment of any applicable taxes or assessments against the Base Stations or other equipment owned or used by Milestone or allocable (on a pro rata basis) to the Franchised Premises, including but not limited to any sales and property taxes, as well as any taxes based on the rent payable hereunder, including gross receipts taxes. During the term, Milestone shall be responsible for the timely payment of all taxes levied upon the Franchised improvements on the Franchised Premises.

c. Milestone shall at all times during the term of a Lease Agreement for a specific Site, at its own expense, maintain the Base Stations and the Franchised Premises in proper operating condition and maintain same in reasonably good condition, and will repair any damage except that caused by City, its agents or servants. Milestone shall keep the Franchised Premises and the Base Stations free of debris at all times. Milestone agrees that it will inspect the Franchised Premises and the Base Stations no less frequently than once every three months.

d. Milestone shall maintain the Franchised Premises at all times in compliance with City's rules and regulations and all governmental rules, regulations and statutes, whether currently in force or subsequently adopted, including, without limitation, those relating to the lighting and painting of the Base Stations, and requirements of the Federal Communications Commission (the "FCC"), the Federal Aviation Administration (the "FAA"), and other federal, state or local government authorities having jurisdiction over the Base Stations.

e. Milestone shall be solely responsible, at its sole cost and expense, for keeping the Monopoles at all times in reasonably good order, condition and repair, and in compliance with

all applicable laws, ordinances and rules. Milestone shall cause the Monopoles to be regularly inspected and preventative maintenance to be performed in accordance with the standards of the industry, but in no event less frequently than once every three (3) years. In no event shall City be required to maintain or repair the Monopoles, or pay or reimburse Milestone for any costs associated therewith.

f. If applicable, City shall be responsible for the maintenance and repair of any lighting fixtures installed by City (or by Milestone on behalf of City) on the Monopoles.

g. Milestone is responsible for constructing and maintaining any access driveways or roads that may be needed to provide access to its facilities. Any driveways and roadways installed on City or private property shall be installed according to City standards and maintained in a safe passable condition. Whenever Milestone fails to maintain a driveway or roadway in a safe condition, the City may notify Milestone of the need to do so and it is Milestone's responsibility to make necessary repairs or improvements. If Milestone fails to make the necessary repairs or improvements in a timely manner, the City may do so and bill Milestone for the actual and reasonable costs incurred by the City.

7. CONSTRUCTION BY MILESTONE:

a. Milestone shall use good faith and commercially reasonable efforts to obtain all necessary approvals, including, without limitation, those required by the FAA and the FCC, for construction and operation of the Base Stations. After obtaining the necessary permits and approvals therefor, Milestone, at its sole cost and expense, shall perform or cause to be performed all of the following work:

i. If applicable, replacing the existing light standard with a Monopole with a height up to one hundred fifty feet (150') above ground level. Milestone will remove the discarded light standard from the Site and deliver it where directed by City. Milestone shall rehang on the Monopole all equipment installed on the light standard, at the same height or such other height as City and Milestone shall mutually agree.

ii. Installing the utility and equipment compound with dimensions of 8 high' x ___' ___" wide x ___' ___" deep.

iii. At the request of City and the School System, if applicable, at the commencement of the term of a Lease Agreement for a specific Site, Milestone shall install a chain link or wood fence or brick and mortar fence, with a locked gate, or natural screening whichever material best matches nearby buildings around the facilities or at the City's and the School System's option, Milestone will install a chain link fence or natural screening on each side and on top of the Compounds or any other portion of the Base Stations:

iv. Subject to City's approval thereof as provided in Section 7d hereof, performing or causing to be performed all other improvements and work associated with the work described above that may lawfully be required by the City of Lynchburg or any other governmental body or official having jurisdiction, as part of or in connection with the work described above.

v. As provided by the City's Zoning Ordinance, all landscaping on parcels containing towers or monopoles, antenna support structures, or telecommunications facilities shall be designed to screen the tower, antenna support structure, and telecommunications facilities to a height of at least six (6) feet from grade. This requirement may be waived at the discretion of the inspections division if the base of the tower and facilities to be screened are not located in and not visible from any business or residential districts or visible from public streets. All landscaping on sites containing towers, antenna support structures, or telecommunications facilities shall be designed to screen the tower, antenna support structure, and telecommunications facilities to a height of at least six (6) feet from grade. This requirement may be waived at the discretion of the inspections division if the base of the tower and facilities to be screened are not located in and not visible from any business or residential districts or visible from public streets. All landscaping must be continually maintained in a healthy and attractive manner.

b. Milestone's agreement to perform or cause to be performed at its expense all of the work described above, all at Milestone's cost and expense, shall be construed broadly to provide for all costs and liabilities of such work, whether or not such costs are anticipated and without regard to Milestone's present estimates for the cost of same, so that all of such work is fully and properly performed and paid for by Milestone, and upon completion of same the Site, as altered by such work, is as fully functional and suitable for continued use by City as it was prior to the start of Milestone's work. Accordingly, the phrase "all work" shall include, without limitation, all of the following work, and Milestone's promise to pay for such work shall include, without limitation, all of the costs and liabilities associated with the following all labor and materials; design work; legal and professional fees of Milestone's consultants; permit drawings and materials; construction costs; construction equipment and materials; utilities extension or relocation; provision of protective fencing and other safety measures; maintenance; removal of construction related debris from the Site; liability, property and workers' compensation insurance premiums; bond fees; development and construction permits; inspections and approvals; replacement or relocation of landscaping; re-paving or re-striping of any damaged or disturbed paved areas whether for traffic control, parking or otherwise; relocation, replacement or provision of new safety and traffic/directional signage; connection of new sidewalks, drives, parking areas and other facilities to City's existing facilities; and the repair and restoration of any item, place or thing required as a result of any damage to the Site caused in the prosecution of the work contemplated by this Franchise Agreement or a Lease Agreement for a specific Site.

c. Milestone shall cause construction of the Base Stations (other than components which may be constructed by any future Carrier) to be commenced as soon as practicable after receipt of all necessary permits and approvals and to be completed within a reasonable time thereafter, not to exceed twelve (12) months from the date Milestone obtains all required governmental approvals, certificates and permits, excepting periods of delay caused by *force majeure*. Once its work on the Base Stations is initiated, Milestone shall diligently and continuously prosecute such work to final completion (including obtaining all required inspections and approvals) in a timely manner in accordance with a schedule to be agreed upon in advance by City and Milestone (the "Initial Construction Schedule"). Such schedule shall limit construction activities to such days and times as City may require to avoid any material and adverse impacts on the use and operation of the Sites. Milestone shall keep City fully apprised of any events that might impact the Initial Construction Schedule.

d. The Base Stations, and each component thereof constructed by Milestone, shall be constructed by Milestone in a good and workmanlike manner and in accordance with the plans, drawings and specifications prepared and provided by Milestone for City's prior review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Construction and installation of the Base Stations by Milestone shall be in compliance with all applicable rules and regulations including, without limitation, the customary specifications and requirements of City and those of the Occupational Safety and Health Administration ("OSHA"), the FCC, the FAA, and regulations of any governmental agency (town, county, state or federal) including, but not limited to the applicable requirements of the local planning and zoning and building, electrical, communications and safety codes of the City. Milestone, at its sole cost and expense, shall secure all necessary permits and approvals required to permit the construction and operation of the Base Stations. City agrees to cooperate reasonably with Milestone in any necessary applications or submissions required to permit construction and operation of Milestone's Base Stations as described herein, provided that City shall be reimbursed for all reasonable expenses incurred in providing such cooperation within thirty (30) days of incurring the expenses, and provided further that obtaining Milestone's permits, certificates and approvals shall not result in the imposition of any material restrictions or limitations or adverse impacts on the Sites or City's use, operation improvement or redevelopment thereof. All of Milestone's work and facilities shall be installed free of mechanics', materialmen's and other liens, and claims of any person. Milestone agrees to defend, with counsel approved by City, and to indemnify and save City harmless, from all loss, cost, damage or expense including, without limitation, reasonable attorneys' fees, occasioned by or arising in any connection with the work contemplated by this Franchise Agreement, and shall bond off or discharge any such liens or other claims within thirty (30) days after written notice from City.

e. Prior to commencing any activities on the Sites pursuant to this Franchise Agreement, Milestone shall provide City with evidence satisfactory to City that Milestone and its contractors and agents who will be working on the Sites are covered by insurance as required by Section 14 hereof.

f. Milestone shall, upon City's request, fence and buffer the Base Stations and/or the Franchised Premises or any portion thereof. In addition, in the event a Base Station is to be constructed near any existing structure or structures on a Site, Milestone shall, prior to commencing any such construction, provide City, at its request, with a report prepared by an independent third-party professional engineer confirming the structural integrity of the existing structure or structures following the construction of the Base Station.

g. Milestone shall restore in compliance with the Federal Americans with Disabilities Act (and any state or local law counterpart or implementation thereof) any of City's facilities physically altered by Milestone's work.

h. Milestone shall be allowed to make further additions and improvements to the Base Stations or the Monopoles within the Franchised Premises without first obtaining City's written consent.

i. It is understood by Milestone that before constructing any Monopole and Base Station on a specific Site, Milestone will have to obtain the needed zoning approvals from the City.

8. OPERATION OF BASE STATION:

a. Milestone and the Carriers shall operate the Base Stations in strict compliance with all applicable statutes, codes (including the City's Zoning Ordinance), rules, regulations, standards and requirements, whether currently in force or subsequently adopted, of all federal, state and local governmental, authorities and agencies including, without limitation, OSHA (including, without limitation, OSHA regulations pertaining to RF radiation), the FCC and the FAA, as well as such reasonable rules and regulations which City may publish for the Sites from time to time. Milestone has the responsibility of carrying out the terms of its FCC license in all respects, including, without limitation, those relating to supporting structures, lighting requirements and notification to FAA. Milestone, prior to constructing the Base Stations, shall have, and shall deliver to City, copies of all required permits, leases, licenses and consents to construct and operate the Base Stations. In the event that the operation of any of the Base Stations violates any of the terms or conditions of this Franchise Agreement, Milestone agrees to suspend operation of such Base Station within twenty-four (24) hours after notice of such violation and not to resume operation of the Base Station until such operation is in strict compliance with all of the requirements of this Franchise Agreement. Milestone shall be responsible for ensuring that each Carrier complies with the terms of this Section 8.

b. Other than with respect to entries established pursuant to the Initial Construction Schedule, and prior to any entry upon the Franchised Premises, Milestone shall provide not less than two (2) business days prior notice to City which notice shall specify the type of work or other activities that are to be performed or undertaken on the Franchised Premises or which may impact the Sites. Milestone further agrees and covenants that the Base Stations, transmission lines and appurtenances thereto, and the construction, installation, maintenance, operation and removal thereof, will in no way damage City's property or materially interfere with the use of the Site by City, its successors and assigns. Notwithstanding the foregoing, Milestone agrees (i) to repair any damage Milestone directly caused to the Sites or the Franchised Premises, including, but not limited to, any damage to utility lines, drains, waterways, pipes, grass fields or paved surfaces by such installation, construction, maintenance, operation or removal to the condition the Sites or the Franchised Premises were in immediately prior to such damage, (ii) that any repair work undertaken on the Sites or the Franchised Premises shall be completed as soon as possible after the occurrence of such damage, and (iii) that it shall be responsible for the full and timely payment of any actual and reasonable costs incurred in connection with the repairs described in clauses (i) and (ii) of this sentence.

9. PERMITS AND SITE SPECIFICATIONS:

It is understood and agreed by the parties that Milestone's ability to use the Franchised Premises is contingent upon its obtaining after execution of a Lease Agreement for a specific Site, all of the certificates, permits and other approvals that may be required by federal, state or local authorities for Milestone's use of the Franchised Premises as set forth in this Franchise

Agreement. Milestone shall use all reasonable efforts promptly to obtain such certificates, permits and approvals, at Milestone's sole expense. City will cooperate reasonably with Milestone at Milestone's sole cost and expense, in its effort to obtain such approvals. In the event any such applications should be finally rejected or any certificate, permit, lease, license or approval issued to Milestone is canceled, expires or lapses, or is otherwise withdrawn or terminated by governmental authority, or soil boring tests are found to be unsatisfactory so that Milestone will be unable to use the Franchised Premises for the purposes set forth herein, either Milestone or City shall have the right to terminate the lease for that particular Site by giving the other party thirty (30) days' prior notification of termination within sixty (60) days after the date of the event which is the basis of termination. Upon such termination, the parties shall have no further obligations for charges and liabilities which accrue after the effective date of termination under such lease, including the payment of monies, to each other except as otherwise provided herein, but Milestone shall be liable to restore the Franchised Premises in accordance with Section 4b.

10. INDEMNIFICATION:

Milestone shall defend, with counsel acceptable to City, and indemnify and hold harmless, City from all losses, costs, claims, causes of actions, demands and liabilities arising from (a) any event of default by Milestone under this Franchise Agreement; (b) any misrepresentation by Milestone contained in this Franchise Agreement and/or any breach of any warranty contained in this Franchise Agreement; and (c) any occurrence, of any kind or nature, arising from (i) Milestone's or any Carrier's construction, installation, maintenance, repair, operation, replacement or removal of the Base Stations or any other equipment, or any other activities of Milestone or any Carrier on the Sites or the Franchised Premises of any kind or nature, (ii) the condition of the Base Stations or the Franchised Premises and (iii) any personal injury, death, or accident caused by Milestone's or any Carrier's use, operation or maintenance of the Franchised Premises, the Sites, the Base Stations, or any equipment or antennas contained therein or on the Monopole or the Franchised Premises. Such indemnification shall include the actual, reasonable and documented cost of investigation, all expenses of litigation, and the cost of appeals, including, without limitation, attorneys' fees and court costs, and shall be applicable to Milestone's and each Carrier's activities on the Sites and the Franchised Premises whether prior to the Commencement Date or after the termination of this Franchise Agreement. In addition to the City, City's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers and guests shall be beneficiaries of Milestone's indemnification.

11. BOOKS AND RECORDS

To the extent necessary to determine Milestone's compliance with this Franchise Agreement or to carry out the City's authority to manage its property, Milestone shall make available to the City for inspection, examination and/or audit upon reasonable prior notice to Milestone, such complete and accurate books of account, records, documents and other information as the City may reasonably need with respect to any sublease, including, without limitation, books of account, records, documents and other information adequate to enable

Milestone to demonstrate, at all times throughout the Term that it is, and has been, in compliance with each term and condition of this Franchise Agreement. If the inspection, examination and/or audit reveals a discrepancy of greater than 3%, then in addition to the late charges and penalties due hereunder Milestone shall reimburse the City for all reasonable and actual costs associated with the inspection, examination and/or audit.

12. INTERFERENCE:

Milestone agrees to install (and shall cause each Carrier to install) equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications existing on City's property as of the date of this Franchise Agreement (so long as reasonably prevalent). All such equipment shall fully comply with all FCC, FAA, OSHA and other governmental (whether federal, state, or county) rules and regulations. In the event Milestone's or any Carrier's equipment causes such interference, Milestone agrees it will take all steps necessary, or shall cause all such steps to be made, to correct and eliminate the interference consistent with all government rules and regulations upon receipt of written notification of the interference. Milestone shall be obligated, and shall cause each Carrier, to correct the problem of interference within forty-eight (48) hours of receipt of written notice from City. If the interference is not corrected within such forty-eight (48) hour period, City shall have the right, or shall have the right to cause Milestone, to disconnect or terminate power to any interfering equipment or turn such equipment off (other than for short tests to determine the nature of the interference, provided that City reasonably approves of such tests in advance). Thereafter, such interfering Carrier may attempt to correct such interference, which may include reactivating the equipment or restoring power thereto, provided that City reasonably approves of such reactivation or restoration in advance, for a period of one hundred and twenty (120) days. If such interference cannot be cured within such one hundred and twenty (120) period, City shall have the right, or shall have the right to cause Milestone to, immediately remove the interfering equipment from the Monopole. Notwithstanding the forgoing, and to the extent any City approved test requires the facilitation or cooperation of City, City agrees, subject to the other provisions hereof, to act reasonably with such facilitation or cooperation.

13. EVENT OF DEFAULT:

a. Each of the following shall be an event of default by Milestone under this Franchise Agreement:

i. If the rent or any installment thereof shall remain unpaid after it becomes due and payable under a Lease Agreement for a specific Site, and is not paid within five (5) business days after City gives written notice of non-payment;

ii. If Milestone or its assigns shall fail or neglect to keep and perform any one of the terms of this Franchise Agreement and such failure or neglect continues for more than thirty (30) days (or such longer period as may be reasonable, provided Milestone is attempting a cure with all due diligence, not to exceed one hundred twenty (120) days plus any period of where cure is prevented by *force majeure*) after City gives written notice specifying the default;

iii. If Milestone abandons the Franchised Premises as a whole or abandons any Site for a period of more than twelve (12) consecutive months; and

iv. If Milestone files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved or makes an assignment for the benefit of creditors, or if involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Milestone are instituted against Milestone, or a receiver or trustee is appointed for all or substantially all of Milestone's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after institution or appointment.

v. If any final judgment or judgments in an aggregate amount (including interest and costs) of more than \$500,000.00 is entered against Milestone, and any such judgment or judgments shall not have been paid or otherwise discharged within sixty (60) days after all applicable appeal periods have terminated.

b. In the case of any event of default, City shall have the right to terminate this Franchise Agreement upon thirty (30) days notice and shall have any additional rights and remedies that may be available at law or in equity.

c. The foregoing notwithstanding, in the event of any such default by Milestone hereunder, such shall not provide City the right to attach, utilize, distrain upon or otherwise take possession of any equipment located on the Monopole or within a Base Station owned by any Carrier, and such shall at all times be free from any claim by City hereunder.

d. City may enforce any provision of this Franchise Agreement by self-help or an action for mandamus or injunction. If the City uses self-help to enforce any provision of this Franchise Agreement or to obtain possession after termination of this Franchise Agreement or a Lease Agreement for a specific Site, Milestone shall, upon demand, pay the City its reasonable and actual costs of obtaining possession and enforcing the provisions of this Franchise Agreement. If the City obtains a judgment, writ of mandamus, or an injunction to enforce any provision of this Franchise Agreement, Milestone shall pay the City its cost of litigation, including a reasonable attorney's fee and expert witness fees.

14. INSURANCE REQUIREMENTS:

a. All property of the Milestone, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, in and on the Franchised Premises shall be and remain at the sole risk of such party, and City shall not be liable to them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other reason, nor shall the City be liable for the interruption or loss to Milestone's business arising from any of the above described acts or causes. The City shall not be liable for any personal injury to the Milestone, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, arising from the use, occupancy and condition of the Franchised Premises unless such injury is caused by the gross negligence or willful act on the part of the City or its employees.

b. During the term, Milestone will maintain a policy of commercial general liability insurance insuring the City and Milestone against liability arising out of the use, operation or maintenance of the Franchised Premises and the installation, repair, maintenance, operation, replacement and removal of the Base Stations. The insurance will be maintained for personal injury and property damage liability, adequate to protect City against liability for injury or death of any person in connection with the use, operation and condition of the Franchised Premises, and to insure the performance of Milestone's indemnity set forth in Section 10, in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence/aggregate. During the term, Milestone shall also maintain workers' compensation and employers' liability insurance, and such other insurance relating to the installation, repair, maintenance, operation, replacement and removal of the Base Stations, and the ownership, use, occupancy or maintenance of the Franchised Premises as City may reasonably require. The limits of the insurance will not limit the liability of Milestone. If the Milestone fails to maintain the required insurance the City may, but does not have to, maintain the insurance at Milestone's expense. The policy shall expressly provide that it is not subject to invalidation of the City's interest by reason of any act or omission on the part of Milestone.

c. Insurance carried by Milestone will be with companies acceptable to the City. Milestone will deliver to the City certificate evidencing the existence and amounts of the insurance. The policies required by this Agreement shall require that Milestone and/or the Carrier Sublease holder must give the City ten (10) calendar days advance written notice of any cancellation, nonrenewal, or modification of coverage, and a binder or certificate verifying new coverage in accordance with the requirements herein prior to any change, cancellation or nonrenewal date. In the event of such cancellation or nonrenewal notice, Milestone and/or the Carrier Sublease holder shall obtain, pay all premiums for the renewal or replacement of the insurance required hereunder. Milestone shall, at least sixty (60) days prior to the expiration of the policies, furnish City with renewals or "binders" for the policies, or City may order the required insurance and charge the cost to Milestone.

d. Milestone will not knowingly do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by City or Milestone. If Milestone does or permits any Increased Risk which directly causes an increase in the cost of insurance policies, then Milestone shall reimburse City for additional premiums directly attributable to any act, omission or operation of Milestone causing the increase in the premiums. Payment of additional premiums will not excuse Milestone from termination or removing the Increased Risk unless City agrees in writing. Absent agreement, Milestone shall promptly terminate or remove the Increased Risk.

e. The City shall be named as an "additional insured" on Milestone's liability policies and it shall be stated on all required policies that this coverage "is primary to all other coverage the City may possess."

f. Notwithstanding any provisions herein to the contrary, Milestone waives all rights to recover against City for any loss or damage arising from any cause covered by any insurance required to be carried by Milestone pursuant to this Section 14, or any other insurance actually carried by Milestone. Milestone will request its insurers to issue appropriate waiver of

subrogation rights endorsements to all policies of insurance carried in connection with the Franchised Premises.

g. All insurance required by this Section 14 shall be written by insurers, in such forms, and shall contain such terms, as City may reasonably require.

h. Any deductible or self-insured retention applicable to required coverages shall be paid by Milestone and the City shall not be required to participate therewith.

i. The insurance required of Milestone herein shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of the insurance required of Milestone and shall not contribute therewith.

j. Milestone's liability to the City shall not be limited to the amounts of the insurance coverage provided herein.

k. Notwithstanding any of the other provisions of this Franchise Agreement, Milestone's failure to maintain the required insurance coverage throughout the term of this Agreement or the failure of Milestone to deliver a new and valid binder or certificate verifying coverage is grounds for the immediate termination of this Agreement without prior notice.

l. Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

15. HAZARDOUS MATERIALS:

a. Neither Milestone nor any Carrier shall cause or permit any hazardous or toxic wastes, substances or materials (collectively, "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Franchised Premises (collectively "Hazardous Materials Activities") without first receiving City's written consent, which may be withheld for any reason whatsoever and which may be revoked at any time, and then only in compliance (which shall be at Milestone's sole cost and expense) with all applicable legal requirements and using all necessary and appropriate precautions. Milestone shall indemnify, defend with counsel acceptable to City and hold City harmless from and against any claims, damages, costs and liabilities, including court costs and legal fees, arising out of Milestone's or Carrier's Hazardous Materials Activities on, under or about the Franchised Premises, regardless of whether or not City has approved Milestone's Hazardous Materials Activities. For the purposes of this Franchise Agreement, Hazardous Materials shall include but not be limited to oil, radioactive materials, PCBs, and substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq.; and Resources Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., and those substances defined as "hazardous wastes" in the regulations adopted and publications promulgated pursuant to said laws. Subject to the foregoing provisions of this Section, Milestone shall, prior to the Commencement Date, submit to City for City's review and approval, a list of Hazardous Materials Activities, including types and quantities, which list to the extent approved by City shall be attached as an exhibit to each

Lease Agreement. Prior to conducting any other Hazardous Materials Activities, City shall update such list as necessary for continued accuracy. City shall also provide Milestone with a copy of any Hazardous Materials inventory statement required by any applicable legal requirements. If Milestone's activities violate or create a risk of violation of any legal requirements, Milestone shall cease such activities immediately upon notice from City. City, City's representatives and employees may enter the Franchised Premises at any time during the term to inspect Milestone's compliance herewith, and may disclose any violation of legal requirements to any governmental agency with jurisdiction. The provisions of this Section 15 shall survive termination or expiration of the term of this Franchise Agreement.

b. City acknowledges that Milestone's equipment cabinets shall contain batteries for back-up power and that, provided Milestone's use of same is in compliance with this provision, the presence of such batteries does not violate this provision if such batteries comply with all laws, regulations and ordinances relating to Hazardous Materials.

c. Milestone will immediately notify City and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Franchised Premises or compliance with environmental laws. Milestone shall promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of City. Milestone will keep the Franchised Premises free of any lien imposed pursuant to any environmental laws.

d. City shall have the right at all reasonable times and from time to time to conduct environmental audits of the Franchised Premises, and Milestone shall cooperate in the conduct of those audits. The audits may be conducted by City or a consultant of City's choosing, and if any Hazardous Materials generated, stored, transported or released by Milestone are detected or if a violation of any of the representations or covenants in this Section 15 is discovered, the fees and expenses of such consultant will be borne by Milestone.

e. If Milestone fails to comply with any of the foregoing representations and covenants, City may cause the removal (or other cleanup acceptable to City) of any Hazardous Materials from the Franchised Premises. The actual and reasonable costs of removing Hazardous Materials and any other cleanup (including transportation and storage costs) shall be reimbursed by Milestone promptly after City's demand and will be additional rent under this Franchise Agreement. Milestone will give City access to the Franchised Premises to remove or otherwise clean up any Hazardous Materials. City, however, has no affirmative obligation to remove or otherwise clean-up any Hazardous Materials, and this Franchise Agreement will not be construed as creating any such obligation.

f. Notwithstanding the foregoing, City represents and warrants that to the best of its knowledge and belief there are no Hazardous Materials on, in or under the Franchised Premises. City covenants not to bring onto the Franchised Premises any Hazardous Materials.

16. NO PARTNERSHIP:

Nothing contained in this Franchise Agreement shall be deemed or construed to create a partnership or joint venture of or between City and Milestone, or to create any other relationship between the parties hereto other than that of City and Milestone.

17. NOTICES:

All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given three (3) days after the date when mailed by the United States Postal Service by First Class, Registered or Certified Mail, postage prepaid, or upon receipt when delivered by nationally recognized overnight courier or hand delivery, and addressed to the City as follows:

City of Lynchburg
900 Church Street
Lynchburg, VA 24504
Attn: City Manager

with a copy, which will not constitute notice to:
Public Works Department
17000 Memorial Avenue
Lynchburg, VA 24501
Attn: Director of Public Works

and to Milestone as follows:

Milestone Communications
12110 Sunset Hills Road, Suite 100
Reston, Virginia 20190
Attn: Leonard Forkas, Jr.

with a copy, which will not constitute notice to:
Cooley LLP
11951 Freedom Drive
Reston, Virginia 20190
Attn: John G. Lavoie, Esquire

and to the Lynchburg School System if applicable:

Lynchburg City Schools
915 Court Street
P. O. Box 2497
Lynchburg, VA 24504
Attn: Superintendent

with a copy, which will not constitute notice to:
Lynchburg City Schools
915 Court Street
P. O. Box 2497
Lynchburg, VA 24505
Attn: Assistant Superintendent for Operations & Administration

or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

18. ASSIGNMENT OR SUBLETTING; FINANCING:

a. Milestone may assign this Franchise Agreement, without City's consent, to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Milestone; (ii) shall merge or consolidate with or into Milestone; (iii) shall succeed to all or substantially all the assets, property and business of Milestone; (iv) in which Milestone Communications Management III, Inc. or a wholly owned affiliate of Milestone Communications Management III, Inc. is at all times the general partner; or (v) has an adjusted net worth (determined in accordance with generally accepted accounting principles consistently applied) of at least \$200,000,000. Any assignment as a result of a merger or consolidation under paragraphs (i), (ii), (iii) and (iv) above, must be to an entity into which Milestone is merged or consolidated and such entity shall have a tangible net worth equal to or greater than Milestone as of the date of this Agreement and such entity shall be fully bound by the all of the terms and conditions of this Agreement. In the event of such an assignment or sublease, Milestone shall provide to City at least ten (10) days before the proposed transfer (a) the name and address of the assignee; (b) a document executed by the assignee by which it acknowledges the assignment and assumption of all of Milestone's obligations hereunder; and (c) such other information regarding the proposed assignee as shall be reasonably requested by City. Milestone may also, without City's consent, sublease or lease portions of space on the Monopole and within the Base Station to Carriers in accordance with and subject to the terms and conditions of Section 18b hereof. Such assignee shall each be fully and primarily liable for the obligations of "Milestone" hereunder. Notwithstanding anything to the contrary contained herein, Milestone shall not sell the Monopole until after the date that is thirty-six (36) months after the date construction is commenced on the Site without the prior consent of City.

b. Milestone may, without City's prior consent, sublease or lease space on the Monopoles or within the Compounds to Carriers under and subject to the terms of this Section 18. Specifically, Milestone shall be entitled to sublease or lease space on the Monopoles or in the Compounds without City's prior approval provided that (a) the Carrier Subleases shall be in a form utilized by Milestone in the ordinary course of Milestone's business, which may not be altered, modified, revised, amended or otherwise changed without City's prior written approval which may be withheld in City's sole discretion, (b) the sublessee is an Approved Carrier (as defined below), (c) no event of default exists hereunder, (d) the term of the Carrier Sublease Agreement does not exceed the term of this Franchise Agreement and (e) Milestone submits an engineering report to City definitively showing that the Monopole is capable of supporting the proposed Carrier. Otherwise, any Franchise Agreement, sublease, lease or other occupancy agreement with respect to any Site shall be in form approved by City, which approval may be given or withheld in City's sole and absolute discretion. As used herein, the term "Approved Carrier" shall mean a telecommunications service provider licensed by the F.C.C. and any other governmental agencies for which approval is needed to conduct such company's business.

c. The termination of a Lease Agreement for a specific Site shall automatically terminate all Carrier Subleases that are applicable to same Site; provided, however, that City agrees that, provided that Milestone has complied with the provisions of Section 18 hereof, upon a termination hereof as a result of Milestone's default hereunder, and the failure by any Mortgagee (as defined in Section 18e. hereof) to either succeed to Milestone's interest hereunder or to enter into a new a Lease Agreement for a specific Site with City in accordance with the

terms of an Approved Financing Agreement (as defined in Section 18e. hereof), City shall provide such Carrier the opportunity to continue such Carrier's occupancy of the Monopole for the unexpired term of the Carrier Sublease (including any renewals) at the same rental rate contained in its Carrier Sublease under terms and conditions required by City in its sole and absolute discretion including, but not limited to, that (i) Carrier is not in default under the Carrier Sublease; (ii) upon request by City, Carrier will provide to City a certified true and correct copy of the Carrier Sublease; (iii) there have been no modifications, amendments or assignments of the Carrier Sublease; (iv) Carrier agrees, in writing, that City shall not be liable for any act or omission of Milestone under the Carrier Sublease; (v) Carrier executes within thirty days of receipt from City, City's then standard form of lease agreement; (vi) upon execution of such lease agreement, Carrier posts with City a security deposit in the amount of two (2) months' rent under the Carrier Sublease and (vii) City obtains ownership of the Monopole.

d. Milestone shall cause the Carriers to comply with, and not violate, the terms and conditions of this Franchise Agreement. Milestone shall enforce all of the terms and provisions of any Carrier subleases, leases or other similar documents (each, a "Carrier Sublease"). Without limiting the generality of the foregoing, Milestone shall exercise any or all of its rights and remedies under the Carrier Sublease immediately if requested to do so by City. Milestone shall, at its sole cost and expense, perform all obligations of the landlord under the Carrier Sublease. City shall have no liability whatsoever under the Carrier Sublease.

e. Milestone shall not grant a security interest in this Franchise Agreement to any party unless, by separate written agreement between the parties, City gives its consent to do so. The separate written agreement shall be an "Approved Financing Agreement" for purposes of this Franchise Agreement and the secured party shall be a "Mortgagee" for purposes of this Franchise Agreement

19. ACCESS AND INSPECTIONS:

City shall have full access to the Franchised Premises and the Base Stations for operating, repairing, removing, installing and otherwise working with communications equipment owned by City or any third party permitted to use the Base Station pursuant to this Franchise Agreement or a Lease Agreement for a specific Site. In addition, Milestone shall allow City, upon prior notification to Milestone, or without notice in the event of any emergency, to enter the Franchised Premises or any part thereof at any reasonable time and in a manner so as not to interfere more than reasonably necessary with Milestone's use of the Base Stations, for the purpose of inspecting the Franchised Premises. Milestone shall at all times provide the City copies of all keys needed to unlock all of the gates and locks to the fences to the Compounds or in the Franchised Premises.

20. QUIET ENJOYMENT:

Milestone shall be entitled to use and occupy the Franchised Premises during the term hereof for the purposes herein permitted and subject to the terms and conditions herein contained, without molestation or interference by City. City may, however, without the requirement for payment of any compensation to Milestone, lease one (1) platform on the

Monopole on each Site to governmental entities (which lease shall include a ground location for City to construct a facility to install its ground based facilities appurtenant thereto), provided that the transmissions do not interfere with those of any Carrier on the Site (or under a letter of intent) at the time such lease is granted, and further, City shall be entitled to lease space within a Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale).

21. DAMAGE AND DESTRUCTION:

a. If the Franchised Premises or a Base Station are damaged or destroyed by reason of fire or any other cause, or if damage to the Franchised Premises or a Base Station causes damage to portions of a Site or other property of City, Milestone will immediately notify City and will promptly repair or rebuild the Base Station, incidental improvements, and other damage to City's property to its condition immediately prior to such damage, at Milestone's expense.

b. Monthly rent and additional rent will not abate pending the repairs or rebuilding except to the extent to which City receives a net sum as proceeds of any rental insurance, or continues to receive income from Carrier Sublease Agreements.

c. If at any time the Franchised Premises or a Base Station are so damaged by fire or otherwise that the cost of restoration exceeds fifty percent (50%) of the replacement value of the Base Station immediately prior to the damage, Milestone may, within thirty (30) days after such damage, give notice of its election to terminate the Lease Agreement for that specific Site and, subject to the further provisions of this Section 21, such Lease Agreement will cease on the tenth (10th) day after the delivery of that notice. Monthly rent will be apportioned and paid to the time of termination. If a Lease Agreement for a specific Site is so terminated, Milestone will have no obligation to repair or rebuild. Notwithstanding the foregoing, if Milestone elects to terminate a specific Lease Agreement, Milestone shall be required to comply with the provisions of Section 4b with respect removing and dismantling each component of the Base Station and returning the Franchised Premises to the condition stated in such section.

22. CONDEMNATION:

If all or any part of a specific Site is taken by eminent domain or sale in lieu thereof, and if said taking or sale renders the Site unusable for its intended purpose hereunder, then, at City's or Milestone's option, the Lease Agreement for that specific site may be terminated upon sixty (60) days prior written notice to the other party and there will be no further payment of rents for such Site except that which may have been due and payable at the time of said taking or sale. In the event of a partial taking or sale of a Site and Milestone, subject to mutual agreement with City, wishes to maintain its operation, Milestone may continue to use and occupy the Compound and Franchised Premises under the terms and conditions hereunder, provided City's and Milestone's obligations under this Franchise Agreement are not otherwise altered, and provided Milestone, at its sole cost, restores so much of the Base Station and Franchised Premises as remains to a condition substantially suitable for the purposes for which it was used immediately before the taking. Upon the completion of restoration, City shall pay Milestone the lesser of the

net award made to City on account of the taking (after deducting from the total award attorneys', appraisers', and other costs incurred in connection with obtaining the award), or Milestone's actual out-of-pocket cost of restoring the Franchised Premises, and City shall keep the balance of the net award. In connection with any taking subject to this Section, Milestone may prosecute its own claim, by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Milestone was entitled to remove and moving expenses) only so long as Milestone's award does not diminish or otherwise adversely affect City's award.

23. SALE OF SITE:

Any sale by City of all or part of the Franchised Premises to a purchaser other than Milestone shall be under and subject to this Franchise Agreement and Milestone's right hereunder. City shall be released from its obligations under this Franchise Agreement in the event of a sale and the assignee assumes City's obligations hereunder (including the recognition of Milestone's rights hereunder).

24. GOVERNING LAW:

The execution, performance and enforcement of this Franchise Agreement shall be governed by the laws of Commonwealth of Virginia without application of conflicts of law principles. Any legal action or proceeding with respect to this Agreement or any document related hereto or thereto shall be brought in the courts of the State of Virginia in the City of Lynchburg and in no other courts.

25. MISCELLANEOUS:

This Franchise Agreement plus any Exhibits that may be attached hereto contain the entire agreement between the parties and may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this Franchise Agreement. The invalidation of any one of the terms or provisions of this Franchise Agreement by judgment or court order shall in no way affect any of the other terms of this Franchise Agreement which shall remain in full force and effect. City and Milestone agree to execute any additional documents necessary to further implement the purposes and intent of this Franchise Agreement. Time is of the essence with respect to each provision of this Franchise Agreement. The headings contained in this Franchise Agreement are to facilitate reference only, do not form a part of this Franchise Agreement, and shall not in any way affect the construction or interpretation hereof. Terms such as "hereby," "herein," "hereof," "hereinafter," "hereunder," and "hereto" refer to this Franchise Agreement as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. The term "may" is permissive; the terms "shall" and "will" are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires. Nothing in this Franchise Agreement is intended to interfere with any tariffs, contracts or other arrangements between the Milestone and a third party or between the City and a third party, or to create any third party beneficiary rights.

26. BINDING EFFECT:

This Franchise Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. CITY'S RIGHT TO PERFORM:

If Milestone fails to perform any obligations under this Franchise Agreement beyond all applicable notice and cure periods, City shall be entitled, but shall not be obligated, to perform any or all of such obligations and any actual and reasonable cost of performing same shall be payable by Milestone to City upon written demand as additional rent hereunder. Any actual and reasonable amounts so incurred by City and not repaid by Milestone within thirty (30) days after demand shall bear interest at a rate of ten percent (10%) per annum.

28. HOLDING OVER:

If Milestone remains in possession of the Franchised Premises after the end of a Lease Agreement for a specific Site, Milestone will occupy the Franchised Premises as a Milestone from month to month, subject to all conditions, provisions, and obligations of this Franchise Agreement and the Lease Agreement in effect on the last day of the term.

29. ESTOPPEL CERTIFICATES:

Within no more than two weeks after written request by either party, the other will execute, acknowledge, and deliver a certificate stating:

- a. that the Franchise Agreement is unmodified and in full force and effect, or, if this Franchise Agreement is modified, the way in which it is modified accompanied by a copy of the modification agreement;
- b. the date to which rental and other sums payable under this Franchise Agreement have been paid;
- c. that no notice has been received of any default which has not been cured, or, if the default has not been cured, what such party intends to do in order to effect the cure, and when it will do so;
- d. (if from Milestone) that Milestone has accepted and occupied the Franchised Premises;
- e. (if from Milestone) that Less has no claim or offset against City, or, if it does, stating the date of the assignment and assignee (if known to Milestone); and
- f. other matters as may be reasonably requested.

Any certificate may be relied upon by any prospective purchaser, lender or other person with a bona fide interest in the Franchised Premises.

30. NO WAIVER:

No waiver of any condition or agreement in this Franchise Agreement by either City or Milestone will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by City during the term of this Franchise Agreement will be deemed an acceptance of surrender of the Franchised Premises, and no agreement to accept the surrender will be valid unless in writing signed by City. The delivery of Milestone's keys to City will not constitute a termination of this Franchise Agreement unless City has entered into a written agreement to that effect. No payment by Milestone, or receipt from City, of a lesser amount than the rent or other charges stipulated in this Franchise Agreement will be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent will be deemed an accord and satisfaction. City will accept the check for payment without prejudice to City's right to recover the balance of the rent or to pursue any other remedy available to City.

31. AUTHORITY:

Each of the persons executing this Franchise Agreement on behalf of Milestone warrants to City that Milestone is a duly organized and existing corporation under Delaware law, that Milestone is authorized to do business in the State of Virginia, that Milestone has full right and authority to enter into this Franchise Agreement, and that each and every person signing on behalf of Milestone is authorized to do so. Upon City's request, Milestone will provide evidence satisfactory to City confirming these representations.

City and the person executing and delivering this Franchise Agreement on City's behalf each represents and warrants to Milestone that such person is duly authorized to so act and has the power and authority to enter into this Franchise Agreement; and that all action required to authorize City and such person to enter into this Franchise Agreement has been duly taken.

32. LIMITED LIABILITY:

Milestone's sole recourse against City, and any successor to the interest of City in the Franchised Premises, is to the interest of City, and any successor, in the Franchised Premises. Milestone will not have any right to satisfy any judgment which it may have against City, or any successor, from any other assets of City, or any successor, or from any of City's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers, or guests. In no event shall City be liable for consequential or punitive damages, economic losses or losses derived from future expected revenues. The provisions of this Section 32 are not intended to limit Milestone's right to seek injunctive relief or specific performance.

33. RECORDATION:

Milestone may record, at Milestone's expense, a memorandum or short form hereof in the form attached to the form Lease Agreement (which is attached hereto as Exhibit A).

IN WITNESS WHEREOF, the parties hereto executed this Franchise Agreement in two parts on the dates indicated.

[SIGNATURES ON FOLLOWING PAGE]

CITY:

CITY OF LYNCHBURG

By: _____
Name: L. Kimball Payne
Its: City Manager
Date: _____

MILESTONE:

MILESTONE COMMUNICATIONS
MANAGEMENT III, INC., a Delaware corporation

By: _____
Name: Leonard Forkas, Jr.
Its: President
Date: _____

EXHIBIT A
to the Franchise Agreement
FORM LEASE AGREEMENT
[Attached]

567522 v3/RE

EXHIBIT B

Form Lease

[Attached]

Form of Lease Agreement

SITE: _____

THIS LEASE AGREEMENT (hereinafter, the "Lease"), made and entered into this ____ day of _____, 2013, by and between the CITY OF LYNCHBURG, a Municipal Corporation of the Commonwealth of Virginia, with an address of 900 Church Street, Lynchburg, VA, 24504, herein referred to as the "City," and MILESTONE COMMUNICATIONS MANAGEMENT III, INC., a Delaware corporation, with an address of 12110 Sunset Hills Road, Suite 100, Reston, VA 20190, herein referred to as "Milestone," [and LYNCHBURG CITY SCHOOLS (herein referred to as the "School") as applicable] recites and provides as follows:

RECITALS

1. City is the owner of the parcel of improved real estate located in Lynchburg, Virginia known as City of Lynchburg Tax Map Parcel _____ and described in Exhibit A attached hereto and incorporated herein by reference (the "Site"). The Site is presently operated by City as a _____. [Insert as applicable: The Site is leased by the School and the School joins this Lease to evidence the School's consent to this Lease. Is it agreed that where consent or notice is required under this Lease by Milestone, Milestone will obtain consent and provide notice to both the City and the School, Milestone will include the School on any insurance policies required by this Lease and Milestone shall avoid any adverse impacts on the activities of the School as well as the City.]

2. City and Milestone are parties to that certain City-wide Lease dated _____ (the "Master Franchise") pursuant to which the requirements of Virginia Constitution Article VII § 9 and Virginia Code § 15.2-2100 relating to the lease of this Site were satisfied.

3. Milestone is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and is duly authorized to do business in the City of Lynchburg, Virginia; and has all requisite power and authority to accept, execute, deliver and perform this Lease and all agreements entered into or delivered in connection with or as contemplated hereby.

4. Milestone intends to construct a free-standing monopole satisfying the requirements of this Lease and all applicable laws (the "Monopole"), and to lease from City land on which Milestone intends to construct an equipment compound of approximately ____ thousand ____ hundred and ____ (____) square feet for the installation of equipment operated by Milestone or the Carriers (as defined below) on the Site (the "Compound"). Milestone intends to lease space on the Monopole and in the Compound to telecommunications or other wireless communications providers (the "Carriers" and each individually, a "Carrier") in

compliance with the terms hereof. Such Carriers may install antennas on the Monopole and construct equipment platforms (each, an "Equipment Platform") to support their communications equipment within the Compound (the Monopole, the Compound, each Equipment Platform and all antennas, dishes, lines, cables and other equipment or items shall collectively be referred to herein as the "Base Station" or "Facilities").

5. The parties now desire to set forth the terms pursuant to which City shall lease a portion of the Site to Milestone for the purposes just described.

NOW, THEREFORE, in reliance of the Recitals set forth above and for and in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. LEASE AGREEMENT:

a. Subject to and in accordance with the provisions of this Lease, City hereby leases to Milestone and Milestone hereby leases from City that space within the Site comprising ____ thousand ____ hundred and ____ (____) square foot parcel of ground and designated on Exhibit A-1 as the "Lease Area" (the "Lease Area") all as shown and described in Exhibit A-1 attached hereto, which, together with the Appurtenant Easements (defined in Section 2), shall be referred to collectively as the "Leased Premises." Subject to and in accordance with the provisions of this Lease, the City hereby grants to Milestone the nonexclusive right, privilege, franchise, and authority, to install, operate, and maintain a telecommunication Monopole and ground telecommunications equipment on the Site, and to lease space on the Monopole and the Leased Premises to Carriers.

b. Except for those portions of the Leased Premises that are fenced with the permission of City (which portions shall generally be the area immediately surrounding the Compound) and the actual space occupied by the Monopole (the "Exclusive Leased Premises"), the Leased Premises shall be demised to Milestone on a non-exclusive basis. City and its invitees, permittees, agents and contractors expressly reserve the right to have, and shall have, free and full use of the Non-Exclusive Leased Premises, including, without limitation, the right of pedestrian and vehicular ingress and egress over and through the Non-Exclusive Leased Premises in accordance with the terms hereof. City shall also have free and full access to the Monopole (at City's risk) for the purpose of maintaining, repairing and replacing any lights on the Monopole, to the extent it is required to do so. Without the prior written consent of City, Milestone shall not alter, relocate or modify the lights on the Monopole (if any). Milestone and Carriers shall erect no signs on the Site except on the Exclusive Leased Premises or with the City's prior express permission in writing. This Lease grants Milestone no right to use City-owned useable antenna support structures such as City-owned water tanks, buildings, etc. or other structures, facilities or equipment belonging to City except as expressly stated herein.

c. Milestone acknowledges that with the exception of the air space over the land actually occupied by the Monopole, the Leased Premises shall include the air rights over the land only to a height which is the lesser of ten (10) feet above the ground elevation or the bottom of the bleachers or other structure that is situated above the Leased Premises. City and Milestone

acknowledge that the exact location of the Leased Premises is, as of the date of the execution hereof, the parties current intent with respect thereto, however the final location may be subject to modification (by agreement of the City Manager and an authorized agent of Milestone) based upon the Milestone's governmental approval process. Milestone and City therefore each covenant and agree, subject to each party's approval as required in the immediately preceding sentence, to execute an addendum hereto at such time as the final location of the Leased Premises is determined in the event that such location differs from that as set forth on Exhibit A-1. **Milestone hereby accepts the Leased Premises "AS IS" and in their present condition without any representation or warranty of City except any that may be expressly set forth in this Lease.**

d. Notwithstanding the foregoing, Milestone acknowledges and agrees that it is solely responsible for performing all necessary due diligence regarding the Site and the Leased Premises, including confirming by way of a title report and examination that City holds legal title to the Site and that no matters affecting title to the Site prohibit, impair or require third party consent to the leasing of the Leased Premises to Milestone, the construction of the improvements contemplated hereunder or any other matter relating or pertaining to this Lease (the "Due Diligence Matters"). In no event shall City have any responsibility for or liability with respect to the Due Diligence Matters, all of which are hereby waived by Milestone. Milestone agrees to strictly comply, at its sole cost and expense, with all recorded documents, instruments and agreements affecting title to the Site, and defend, indemnify and hold harmless City against any cost, expense, claim, demand, obligation, cause of action or liability with respect to any violation thereof by Milestone or its agents or sublessees.

e. Until the termination or expiration of this Lease, title to the Monopole and the portions of the Base Station owned by Milestone shall remain with Milestone except that title to the Monopole and/or those portions of the Base Station owned by Milestone that City has required to remain on the Leased Premises shall, at the option of City, vest in City after the termination or expiration of this Lease, and Milestone agrees to promptly execute such further assurances thereof as shall be requested by City.

2. EASEMENTS SERVING LEASED PREMISES:

a. City hereby grants to Milestone such easements as may be needed to install, operate, and maintain telecommunication Monopole and ground telecommunications equipment as easements appurtenant to the leasehold granted to Milestone in this Lease (such easements collectively, the "Appurtenant Easements"). With the exception of Milestone's grant of use of the Appurtenant Easements to Carriers and utility providers (as applicable), the Appurtenant Easements may not be assigned or otherwise transferred in whole or in part separately from the leasehold granted under this Lease, and any such attempted assignment or transfer shall be void.

i. City grants Milestone a nonexclusive, temporary construction easement of varying dimensions over, on, and through adjoining and adjacent portions of each Site, as shown on Exhibit B (Easements) and identified as the "Temporary Construction Easement", for construction and installation of the Base Station upon the Leased Premises. Such temporary construction easement shall terminate upon the completion of Milestone's construction described

in Section 7 provided that such term shall be extended for such period of time as Milestone may be prevented from constructing the Base Station by reason of force majeure, and may be extended for such further period as City in its discretion may agree.

ii. Milestone shall be permitted the non-exclusive use of a right-of-way ten feet (10') in width, as shown on Exhibit B (Easements) hereof and described as the "10'-0" Wide Power and Telco Easement," or such other right-of-way of similar dimensions as City may designate during the term of this Lease, to construct, erect, install, operate and maintain underground communication cables from the Leased Premises, over, across and through that portion of the Site.

iii. City hereby agrees to grant to the local utility and telephone companies, on terms acceptable to City in its reasonable discretion, the non-exclusive easements and rights-of-way up to ten feet (10') in width to construct, maintain, operate and repair communication and electric power lines, conduits and systems over those portions of the Site designated on Exhibit B (Easements) hereof and described as the "10'-0" Wide Power and Telco Easement," or such other right-of-way of similar dimensions as City may designate during the term of this Lease, and the right-of-way of Milestone provided for in Subsection 2 a(ii) during the term of this Lease for purposes of installation and provision of telephone and electric service to the Base Station.

iv. City hereby grants Milestone a non-exclusive easement and right-of-way twenty feet (20') in width for ingress to and egress from the Leased Premises by Milestone and the Carriers, for vehicular traffic for constructing, installing, maintaining, operating and repairing the Base Station, over that portion of the Site designated on Exhibit B (Easements) hereof and described as the "20'-0" Wide Access Easement", or such other right-of-way of similar width as may be designated by City to provide such access to the Leased Premises and the Base Station.

b. City shall have the right to direct Milestone to relocate any of the Appurtenant Easements (provided that there shall be no termination thereof, and no interruption of service or access as a result thereof other than such short term interruption as is necessary to effectuate the physical relocation, provided that City and Milestone shall attempt to ensure that the replacement Appurtenant Easement is in place prior to such relocation such that any such interruption shall be as minimal as reasonably practicable). If such relocation occurs after the installation of utilities or facilities therein, such relocation shall be at Milestone's expense. However, Milestone will only be required to relocate its facilities in connection with a City project that is undertaken by the City in order to provide a public use. In planning its projects the City will make reasonable efforts to design them in such a way that it will not be necessary for Milestone to have to relocate its facilities. In the event it is necessary for Milestone to relocate its facilities because of a City project, the City will work with Milestone to find another suitable location for the relocation of Milestone's facilities and the City will waive any permit or other fees associated with the relocation.

c. With the exception of the temporary construction easement provided for in Section 2 a(i), which may expire sooner as provided in such section, and any utility easements to third-party utility or power companies, which shall expire in accordance with their terms, the term of all Appurtenant Easements shall automatically expire upon termination of this Lease without the need for further act of any party. Notwithstanding the foregoing, if requested by

City, Milestone shall execute and deliver to City, in recordable form, such documents as City may request to evidence of record the termination of all Appurtenant Easements as just provided.

3. USE OF LEASED PREMISES:

a. Milestone shall use the Leased Premises solely for construction, operation and leasing of the Base Station as provided herein, and shall use the Appurtenant Easements solely for the applicable purposes described in Section 2. City makes no representation or warranty whether such use is permitted by any laws or regulations applicable to the Leased Premises, and Milestone is solely responsible for determining whether such use is permitted, and for securing all necessary licenses, permits and approvals therefor.

b. Notwithstanding any other provision of this Lease, Milestone acknowledges the absolute primacy of the City's use of the Site as a _____, and that Milestone's rights under this Lease (and, accordingly, any Carrier rights under a Carrier Sublease (as defined below) are subject and subordinate to City's use and operation of the Site. Accordingly, in exercising their rights under this Lease, Milestone shall use commercially reasonable efforts to avoid any adverse construction, operational or other such impact on the Site or the City's and the School System's, if applicable, use and operation thereof, whether such impacts arise from work or activities being performed or undertaken on or off of the Site (utility outages arising from off-site utility relocation, for example), and, notwithstanding any other provision of this Lease, Milestone will use commercially reasonable efforts to cause such entry, work or activities to be performed or undertaken at such times, and to occur in such manner, as City and the School System, if applicable, may reasonably require, in its reasonable discretion, to avoid any adverse impacts to the Site or the City's or the School System's, if applicable, use thereof. Further, Milestone agrees that it will cause each Carrier to comply with the provisions of this Section 3. Pursuant to the provisions of Section 8b, Milestone shall be responsible for repairing all damage to the Base Station, the Leased Premises or the Site caused by Milestone or any of Milestone's employees, contractors or agents. In case of emergencies threatening life or safety or any component of the Base Station, Milestone may enter the Leased Premises without prior notice to City, provided Milestone notifies City of such entry, and the nature of the work performed or undertaken as a result of such emergency, as soon as practicable after Milestone's entry. Notwithstanding the foregoing, Milestone shall have the right to make customary and routine inspections of the Leased Premises upon one (1) business day prior notice, provided that (i) such entry is only for the purpose of inspecting the Leased Premises, conducting routine maintenance and repairs (provided such maintenance and/or repairs do not require alteration of the structural elements to the Base Station or the Monopole or the addition or substitution of any electrical cabinet or equipment shelter) and (ii) the worker or workers who make such inspections check-in with the appropriate personnel at the Site prior to accessing the Leased Premises and, in all cases, follow all procedures required by Site personnel.

c. The City [if applicable: and the School System], shall be permitted to lease, without the requirement for payment of any compensation to Milestone, one (1) platform on the Monopole (which lease shall include a ground location for the City and the School System, if applicable, to construct a facility to install its ground based facilities appurtenant thereto) at locations on the ground and on the Monopole mutually agreed upon by the City and Milestone, provided that the transmissions do not interfere with those of any Approved Carrier on the Site

(or under a letter of intent) at the time such lease is granted, and further, City and the School System, if applicable, shall be entitled to lease space within the Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale), in accordance with Section 10 hereof. In addition to the platform provided on a Monopole to the City and the School System, if applicable, if requested to do so, Milestone will also provide a platform on a Monopole at a height/location mutually agreed upon the City and Milestone that will allow the Region 2000 Radio Communications Board which operates the regional emergency communications system for Amherst County, Bedford County and the City of Lynchburg, to install its communications facilities on the Monopole and ground based facilities without the payment of any compensation to Milestone. Notwithstanding anything to the contrary contained herein, the size, type, number, height and weight of the City's [if applicable: and School System's] antennas, facilities, shelters, platforms and any other equipment to be installed by the City [and the School System] is subject to Milestone's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

4. TERM:

a. This Lease shall be effective for a term of thirty (30) years beginning on _____, 2013 ("Commencement date"), and ending on _____, 2043, unless sooner terminated or extended pursuant to the provisions of this Lease. Notwithstanding the foregoing, if the Monopole is not constructed within twelve (12) months after the date Milestone obtains all required governmental approvals and permits, this Lease may be terminated by City with thirty (30) days written notice to Milestone. Further, in the event that at any time after the initial construction of the Monopole on the Site, the Monopole remains vacant (*i.e.*, with no Carrier Sublease applicable thereto) or no Carrier is paying rent therefor for a period of six (6) consecutive months, this Lease may be terminated by City with thirty (30) days written notice to Milestone. In the event that City elects to terminate this Lease due to the conditions described in the previous two sentences, then during the sixty (60) day period after receipt of City's termination notice, Milestone shall be permitted to elect to pay the City the amount that would have been due if one (1) Carrier Sublease was executed and paying full rent and, if Milestone begins the payment of such amount prior to the date that is sixty (60) days after receipt of City's termination notice, then City's termination notice shall be deemed null and void and the lease for the site shall continue in full force and effect. In addition, Milestone or City may terminate this Lease with sixty (60) days prior notice to City if (i) Milestone is unable to obtain or maintain in force all necessary governmental approvals or (ii) interference by or to Milestone's operation cannot, despite good faith negotiations between Milestone and City in accordance with the terms hereof, be resolved. In addition, Milestone may terminate this Lease with sixty (60) days prior notice to City if (i) a material change in government regulations makes it impractical, unlawful, impossible or uneconomic for Milestone to continue to operate the Facilities under such lease, (ii) Milestone is unable to lease space within the Base Station to Carriers for a period of twelve (12) months after the date Milestone obtains all required governmental approvals and permits, (iii) the Site or the Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient in Milestone's reasonable judgment, adversely affect Milestone's use of the Site or (iv) if, after the execution of this Lease, Milestone is unable to operate the Base Station due to the action of the F.C.C. or by reason of any law, physical calamity, governmental prohibition or other reasons beyond Milestone's control, subject to Milestone's restoration obligations under Section 4b hereof.

b. At the end of the term of this Lease, whether by the passage of time or the exercise by any party of any right of termination, Milestone shall surrender the Leased Premises to City in the condition specified in this Section 4b. Within sixty (60) days after the end of the term of this Lease, City shall notify Milestone of its election to (i) have Milestone dismantle and remove the Base Station, or any component thereof, including, but not limited to, any or all of Milestone's facilities from the Leased Premises and the Site (except for underground cables which do not and will not present a health or safety risk, and any other improvements which are 2 feet or more below grade) or (ii) have the Monopole and/or Base Station (other than those portions of the Base Station owned by the Carriers) remain on the Leased Premises. If City fails to make such an election within the sixty (60) day period, Milestone shall inform City in writing, and City shall have an additional thirty (30) days to make the election. If City fails to make an election, it shall be deemed to have elected option (i). If City elects or is deemed to elect option (i), Milestone shall promptly (and in any event within one hundred twenty (120) days) remove the designated facilities from the Site, at Milestone's sole cost and expense; provided, however, that Milestone shall, with City's approval, be entitled to leave in place underground cables which City determines do not and will not present a health or safety risk, and any other improvements which are two (2) feet or more below grade. If City elects option (ii), title to the facilities designated by City shall immediately vest in City, without the necessity of further action by City or Milestone, and City agrees to assume all responsibility and liability for the facilities and any damages or claims related thereto arising from and after the date of title vesting in the City. Notwithstanding the foregoing, if so requested by City, Milestone shall execute such further assurances thereof as shall be requested by City. Further, nothing herein contained shall be deemed to prohibit or restrict any Carrier from removing its equipment to the extent permitted to do so under any Carrier Sublease.

c. Subject to Section 4b, the Base Station, including the Monopole, and other equipment, shall during the term of this Lease be deemed the personal property of Milestone and/or the Carriers, as applicable.

5. RENT & ACCESS FEE:

a. Beginning on the Commencement Date, and thereafter on the tenth day of each calendar month during the term and any extension term of this Lease, Milestone shall pay to the City, in legal tender of the United States of America without demand, setoff or deduction whatsoever, as monthly rent for the Leased Premises, an amount equal to forty percent (40%) of the Monthly Gross Rental Revenues (as defined below) derived from the use, leasing or occupancy of any portion of the Monopole or Base Station for the preceding calendar month. The term "Monthly Gross Rental Revenues" shall mean all revenue actually collected by Milestone from Carriers with respect to the Site, except as provided below, payable for such period (or the pro rata share thereof applicable to such period) by Milestone on the Leased Premises or the Base Station. All rental payments shall be made by check payable to City at the City's Billings and Collections Division, City Hall Building, 900 Church Street, Lynchburg, VA 24504, Attention: Billings and Collections Manager, or such other address as the City may from time to time provide. In no event will Milestone's payment to City under this provision be less than one thousand dollars (\$1000.00) per site. All expenses related to the Facilities shall be borne by Milestone; provided however that in the event any real estate related ad valorem or

other taxes are assessed against the Facilities (as opposed to personal property or the income derived from the Facilities) the same shall be deducted from Monthly Gross Revenue Rental revenues for purposes of the calculation of compensation payable to City hereunder. The following reimbursable expenses paid by Carriers to Milestone are one-time payments and shall be excluded from the calculation of Monthly Gross Rental Revenues (provided that such reimbursable expenses are not in lieu of or in substitution for any rent under the Carrier Sublease): (a) expenses incurred to extend power, telecommunication lines/equipment and any other utilities to the Facilities, (b) any extraordinary expenses incurred to clear, grade and construct the vehicular access from the nearest road to the Facilities and (c) any expenses incurred to purchase and install a stealth monopole (i.e. tree, clock tower or any other nonstandard monopole) above and beyond the expenses for a standard monopole. The expenses described in the preceding sentence shall include, but not be limited to, engineering, construction administration, application and legal fees and expenses. The compensation hereunder to City shall be accompanied by a statement, signed by an officer of Milestone, verifying the calculation of the compensation for the applicable month.

b. In addition to the rent described in the preceding paragraph, any other amounts payable under a lease or this Lease to City, however denominated, shall be deemed additional rent, and City shall have all rights and remedies in respect of payment and collection thereof as are applicable to rent. Any amounts payable hereunder by Milestone that are not paid when due shall (a) be subject to a late charge of five percent (5%) of the amount due and (b) bear interest from the date due at a rate of fifteen percent (15%) per annum.

c. Within ten (10) days after the earlier to occur of that date on which (i) Milestone receives all necessary governmental approvals for the Site or (ii) Milestone commences construction-related work on the Site, Milestone shall pay City a Site Fee of Twenty-five Thousand and No/100 Dollars (\$25,000.00) ("Site Fee"). Additionally, Milestone shall pay City an additional five thousand and No/100 Dollars (\$5,000.00) collocation fee for each Carrier after the first Carrier that installs on the Monopole within ten (10) days of the earlier to occur of (i) the collocation occurring or (ii) Milestone's receipt of its first payment from the Carrier for collocation. In the event Milestone fails to timely pay any Site Fee due hereunder, Milestone shall, in addition to owing City such Site Fee, pay to City interest on the amount thereof from the date due through the date of payment of such Site Fee to City, in an amount equal to the Prime Rate of interest as published from time to time by The Wall Street Journal plus four percent (4%).

d. To ensure Milestone's proper removal of the Monopole and Base Station from the Site at the end of the term of this Lease in accordance with Section 4b (as elected by City), and to ensure the removal work is done in a proper manner without undue damage to the Site or other property of the City, Milestone shall furnish to the City a security deposit in the amount of Twenty Thousand Dollars (\$20,000.00) (together with all accrued interest thereto, the "Security Deposit") prior to commencing construction on the Site. The Security Deposit shall be in the form of cash. The Security Deposit shall not in any way be considered to limit Milestone's obligations or liabilities hereunder. The City may draw upon the Security Deposit upon failure by Milestone to remove Milestone's Facilities from the Site in accordance with Section 4b. The Security Deposit shall be held by City in an interest bearing escrow account and the Security Deposit (together with all accrued interest thereto) will be returned to Milestone within thirty

(30) days of Milestone's substantial completion of the removal requirements contained in Section 4b (as elected by City) or at such other time as the City determines the Security Deposit is no longer needed.

6. REAL ESTATE TAXES, UTILITIES, MAINTENANCE:

a. Milestone shall be solely responsible for all costs and expenses relating to the connection, disconnection, consumption and use of any utilities and/or services in connection with Milestone's construction, installation, operation and maintenance of the Base Station on the Leased Premises including, without limitation, any electric consumption by its equipment, and Milestone agrees to pay all costs for service and installation of an electric meter directly to the local utility company.

b. Milestone shall be responsible for the declaration and payment of any applicable taxes or assessments against the Base Station or other equipment owned or used by Milestone or allocable (on a pro rata basis) to the Leased Premises, including but not limited to any sales and property taxes, as well as any taxes based on the rent payable hereunder, including gross receipts taxes. During the term, Milestone shall be responsible for the timely payment of all taxes levied upon the improvements on the Leased Premises.

c. Milestone shall at all times during the term of this Lease, at its own expense, maintain the Base Station and the Leased Premises in proper operating condition and maintain same in reasonably good condition, and will repair any damage except that caused by City, its agents or servants. Milestone shall keep the Leased Premises and the Base Station free of debris at all times. Milestone agrees that it will inspect the Leased Premises and the Base Station no less frequently than once every three months.

d. Milestone shall maintain the Leased Premises at all times in compliance with City's rules and regulations and all governmental rules, regulations and statutes, whether currently in force or subsequently adopted, including, without limitation, those relating to the lighting and painting of the Base Station, and requirements of the Federal Communications Commission (the "FCC"), the Federal Aviation Administration (the "FAA"), and other federal, state or local government authorities having jurisdiction over the Base Station.

e. Milestone shall be solely responsible, at its sole cost and expense, for keeping the Monopole at all times in reasonably good order, condition and repair, and in compliance with all applicable laws, ordinances and rules. Milestone shall cause the Monopole to be regularly inspected and preventative maintenance to be performed in accordance with the standards of the industry, but in no event less frequently than once every three (3) years. In no event shall City be required to maintain or repair the Monopole, or pay or reimburse Milestone for any costs associated therewith.

f. If applicable, City shall be responsible for the maintenance and repair of any lighting fixtures installed by City (or by Milestone on behalf of City) on the Monopole.

g. Milestone is responsible for constructing and maintaining any access driveway or road that may be needed to provide access to its facilities and the Base Station. Any driveways and roadways installed on City or private property shall be installed according to City standards

and maintained in a safe passable condition. Whenever Milestone fails to maintain a driveway or roadway in a safe condition, the City may notify Milestone of the need to do so and it is Milestone's responsibility to make necessary repairs or improvements. If Milestone fails to make the necessary repairs or improvements in a timely manner, the City may do so and bill Milestone for the actual and reasonable costs incurred by the City.

7. CONSTRUCTION BY MILESTONE:

a. Milestone shall use good faith and commercially reasonable efforts to obtain all necessary approvals, including, without limitation, those required by the FAA and the FCC, for construction and operation of the Base Station. After obtaining the necessary permits and approvals therefor, Milestone, at its sole cost and expense, shall perform or cause to be performed all of the following work:

i. If applicable, replacing the existing light standard with a Monopole with a height up to one hundred fifty feet (150') above ground level. Milestone will remove the discarded light standard from the Site and deliver it where directed by City. Milestone shall rehang on the Monopole all equipment installed on the light standard, at the same height or such other height as City and Milestone shall mutually agree.

ii. Installing the utility and equipment compound with dimensions of 8 high' x ___' ___" wide x ___' ___" deep.

iii. At the request of City and the School System, if applicable, at the commencement of the term of this Lease, Milestone shall install a chain link or wood fence or brick and mortar fence, with a locked gate, or natural screening whichever material best matches nearby buildings around the facilities or at the City's and the School System's option, Milestone will install a chain link fence or natural screening on each side and on top of the Compound or any other portion of the Base Station.

iv. Subject to City's approval thereof as provided in Section 7d hereof, performing or causing to be performed all other improvements and work associated with the work described above that may lawfully be required by the City of Lynchburg or any other governmental body or official having jurisdiction, as part of or in connection with the work described above.

v. As provided by the City's Zoning Ordinance, all landscaping on parcels containing towers or monopoles, antenna support structures, or telecommunications facilities shall be designed to screen the tower, antenna support structure, and telecommunications facilities to a height of at least six (6) feet from grade. This requirement may be waived at the discretion of the inspections division if the base of the tower and facilities to be screened are not located in and not visible from any business or residential districts or visible from public streets. All landscaping on sites containing towers, antenna support structures, or telecommunications facilities shall be designed to screen the tower, antenna support structure, and telecommunications facilities to a height of at least six (6) feet from grade. This requirement may be waived at the discretion of the inspections division if the base of the tower and facilities to be screened are not located in and not visible from any business or residential districts or visible

from public streets. All landscaping must be continually maintained in a healthy and attractive manner.

b. Milestone's agreement to perform or cause to be performed at its expense all of the work described above, all at Milestone's cost and expense, shall be construed broadly to provide for all costs and liabilities of such work, whether or not such costs are anticipated and without regard to Milestone's present estimates for the cost of same, so that all of such work is fully and properly performed and paid for by Milestone, and upon completion of same the Site, as altered by such work, is as fully functional and suitable for continued use by City as it was prior to the start of Milestone's work. Accordingly, the phrase "all work" shall include, without limitation, all of the following work, and Milestone's promise to pay for such work shall include, without limitation, all of the costs and liabilities associated with the following all labor and materials; design work; legal and professional fees of Milestone's consultants; permit drawings and materials; construction costs; construction equipment and materials; utilities extension or relocation; provision of protective fencing and other safety measures; maintenance; removal of construction related debris from the Site; liability, property and workers' compensation insurance premiums; bond fees; development and construction permits; inspections and approvals; replacement or relocation of landscaping; re-paving or re-striping of any damaged or disturbed paved areas whether for traffic control, parking or otherwise; relocation, replacement or provision of new safety and traffic/directional signage; connection of new sidewalks, drives, parking areas and other facilities to City's existing facilities; and the repair and restoration of any item, place or thing required as a result of any damage to the Site caused in the prosecution of the work contemplated by this Lease or this Lease.

c. Milestone shall cause construction of the Base Station (other than components which may be constructed by any future Carrier) to be commenced as soon as practicable after receipt of all necessary permits and approvals and to be completed within a reasonable time thereafter, not to exceed twelve (12) months from the date Milestone obtains all required governmental approvals, certificates and permits, excepting periods of delay caused by *force majeure*. Once its work on the Base Station is initiated, Milestone shall diligently and continuously prosecute such work to final completion (including obtaining all required inspections and approvals) in a timely manner in accordance with a schedule to be agreed upon in advance by City and Milestone (the "Initial Construction Schedule"). Such schedule shall limit construction activities to such days and times as City may require to avoid any material and adverse impacts on the use and operation of the Site. Milestone shall keep City fully apprised of any events that might impact the Initial Construction Schedule.

d. The Base Station, and each component thereof constructed by Milestone, shall be constructed by Milestone in a good and workmanlike manner and in accordance with the plans, drawings and specifications prepared and provided by Milestone for City's prior review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Construction and installation of the Base Station by Milestone shall be in compliance with all applicable rules and regulations including, without limitation, the customary specifications and requirements of City and those of the Occupational Safety and Health Administration ("OSHA"), the FCC, the FAA, and regulations of any governmental agency (town, county, state or federal) including, but not limited to the applicable requirements of the local planning and zoning and building, electrical, communications and safety codes of the City. Milestone, at its sole cost and

expense, shall secure all necessary permits and approvals required to permit the construction and operation of the Base Station. City agrees to cooperate reasonably with Milestone in any necessary applications or submissions required to permit construction and operation of Milestone's Base Station as described herein, provided that City shall be reimbursed for all reasonable expenses incurred in providing such cooperation within thirty (30) days of incurring the expenses, and provided further that obtaining Milestone's permits, certificates and approvals shall not result in the imposition of any material restrictions or limitations or adverse impacts on the Site or City's use, operation improvement or redevelopment thereof. All of Milestone's work and facilities shall be installed free of mechanics', materialmen's and other liens, and claims of any person. Milestone agrees to defend, with counsel approved by City, and to indemnify and save City harmless, from all loss, cost, damage or expense including, without limitation, reasonable attorneys' fees, occasioned by or arising in any connection with the work contemplated by this Lease, and shall bond off or discharge any such liens or other claims within thirty (30) days after written notice from City.

e. Prior to commencing any activities on the Site pursuant to this Lease, Milestone shall provide City with evidence satisfactory to City that Milestone and its contractors and agents who will be working on the Site are covered by insurance as required by Section 14 hereof.

f. Milestone shall, upon City's request, fence and buffer the Base Station and/or the Leased Premises or any portion thereof. In addition, in the event the Base Station is to be constructed near any existing structure or structures on the Site, Milestone shall, prior to commencing any such construction, provide City, at its request, with a report prepared by an independent third-party professional engineer confirming the structural integrity of the existing structure or structures following the construction of the Base Station.

g. Milestone shall restore in compliance with the Federal Americans with Disabilities Act (and any state or local law counterpart or implementation thereof) any of City's facilities physically altered by Milestone's work.

h. Milestone shall be allowed to make further additions and improvements to the Base Station or the Monopole within the Leased Premises without first obtaining City's written consent.

i. It is understood by Milestone that before constructing any Monopole and Base Station on a specific Site, Milestone will have to obtain the needed zoning approvals from the City.

8. OPERATION OF BASE STATION:

a. Milestone and the Carriers shall operate the Base Station in strict compliance with all applicable statutes, codes (including the City's Zoning Ordinance), rules, regulations, standards and requirements, whether currently in force or subsequently adopted, of all federal, state and local governmental, authorities and agencies including, without limitation, OSHA (including, without limitation, OSHA regulations pertaining to RF radiation), the FCC and the FAA, as well as such reasonable rules and regulations which City may publish for the Site from time to time. Milestone has the responsibility of carrying out the terms of its FCC license in all

respects, including, without limitation, those relating to supporting structures, lighting requirements and notification to FAA. Milestone, prior to constructing the Base Station, shall have, and shall deliver to City, copies of all required permits, leases, licenses and consents to construct and operate the Base Station. In the event that the operation of any of the Base Station violates any of the terms or conditions of this Lease, Milestone agrees to suspend operation of the Base Station within twenty-four (24) hours after notice of such violation and not to resume operation of the Base Station until such operation is in strict compliance with all of the requirements of this Lease. Milestone shall be responsible for ensuring that each Carrier complies with the terms of this Section 8.

b. Other than with respect to entries established pursuant to the Initial Construction Schedule, and prior to any entry upon the Leased Premises, Milestone shall provide not less than two (2) business days prior notice to City which notice shall specify the type of work or other activities that are to be performed or undertaken on the Leased Premises or which may impact the Site. Milestone further agrees and covenants that the Base Station, transmission lines and appurtenances thereto, and the construction, installation, maintenance, operation and removal thereof, will in no way damage City's property or materially interfere with the use of the Site by City, its successors and assigns. Notwithstanding the foregoing, Milestone agrees (i) to repair any damage Milestone directly caused to the Site or the Leased Premises, including, but not limited to, any damage to utility lines, drains, waterways, pipes, grass fields or paved surfaces by such installation, construction, maintenance, operation or removal to the condition the Site or the Leased Premises were in immediately prior to such damage, (ii) that any repair work undertaken on the Site or the Leased Premises shall be completed as soon as possible after the occurrence of such damage, and (iii) that it shall be responsible for the full and timely payment of any actual and reasonable costs incurred in connection with the repairs described in clauses (i) and (ii) of this sentence.

9. PERMITS AND SITE SPECIFICATIONS:

It is understood and agreed by the parties that Milestone's ability to use the Leased Premises is contingent upon its obtaining after execution of this Lease, all of the certificates, permits and other approvals that may be required by federal, state or local authorities for Milestone's use of the Leased Premises as set forth in this Lease. Milestone shall use all reasonable efforts promptly to obtain such certificates, permits and approvals, at Milestone's sole expense. City will cooperate reasonably with Milestone at Milestone's sole cost and expense, in its effort to obtain such approvals. In the event any such applications should be finally rejected or any certificate, permit, lease, license or approval issued to Milestone is canceled, expires or lapses, or is otherwise withdrawn or terminated by governmental authority, or soil boring tests are found to be unsatisfactory so that Milestone will be unable to use the Leased Premises for the purposes set forth herein, either Milestone or City shall have the right to terminate this Lease for the Site by giving the other party thirty (30) days' prior notification of termination within sixty (60) days after the date of the event which is the basis of termination. Upon such termination, the parties shall have no further obligations for charges and liabilities which accrue after the effective date of termination under such lease, including the payment of monies, to each other except as otherwise provided herein, but Milestone shall be liable to restore the Leased Premises in accordance with Section 4b.

10. INDEMNIFICATION:

Milestone shall defend, with counsel acceptable to City, and indemnify and hold harmless, City from all losses, costs, claims, causes of actions, demands and liabilities arising from (a) any event of default by Milestone under this Lease; (b) any misrepresentation by Milestone contained in this Lease and/or any breach of any warranty contained in this Lease; and (c) any occurrence, of any kind or nature, arising from (i) Milestone's or any Carrier's construction, installation, maintenance, repair, operation, replacement or removal of the Base Station or any other equipment, or any other activities of Milestone or any Carrier on the Site or the Leased Premises of any kind or nature, (ii) the condition of the Base Station or the Leased Premises and (iii) any personal injury, death, or accident caused by Milestone's or any Carrier's use, operation or maintenance of the Leased Premises, the Site, the Base Station, or any equipment or antennas contained therein or on the Monopole or the Leased Premises. Such indemnification shall include the actual, reasonable and documented cost of investigation, all expenses of litigation, and the cost of appeals, including, without limitation, attorneys' fees and court costs, and shall be applicable to Milestone's and each Carrier's activities on the Site and the Leased Premises whether prior to the Commencement Date or after the termination of this Lease. In addition to the City, City's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers and guests shall be beneficiaries of Milestone's indemnification.

11. BOOKS AND RECORDS

To the extent necessary to determine Milestone's compliance with this Lease or to carry out the City's authority to manage its property, Milestone shall make available to the City for inspection, examination and/or audit upon reasonable prior notice to Milestone, such complete and accurate books of account, records, documents and other information as the City may reasonably need with respect to any sublease, including, without limitation, books of account, records, documents and other information adequate to enable Milestone to demonstrate, at all times throughout the Term that it is, and has been, in compliance with each term and condition of this Lease. If the inspection, examination and/or audit reveals a discrepancy of greater than 3%, then in addition to the late charges and penalties due hereunder Milestone shall reimburse the City for all reasonable and actual costs associated with the inspection, examination and/or audit.

12. INTERFERENCE:

Milestone agrees to install (and shall cause each Carrier to install) equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications existing on City's property as of the date of this Lease (so long as reasonably prevalent). All such equipment shall fully comply with all FCC, FAA, OSHA and other governmental (whether federal, state, or county) rules and regulations. In the event Milestone's or any Carrier's equipment causes such interference, Milestone agrees it will take all steps necessary, or shall cause all such steps to be made, to correct and eliminate the interference

consistent with all government rules and regulations upon receipt of written notification of the interference. Milestone shall be obligated, and shall cause each Carrier, to correct the problem of interference within forty-eight (48) hours of receipt of written notice from City. If the interference is not corrected within such forty-eight (48) hour period, City shall have the right, or shall have the right to cause Milestone, to disconnect or terminate power to any interfering equipment or turn such equipment off (other than for short tests to determine the nature of the interference, provided that City reasonably approves of such tests in advance). Thereafter, such interfering Carrier may attempt to correct such interference, which may include reactivating the equipment or restoring power thereto, provided that City reasonably approves of such reactivation or restoration in advance, for a period of one hundred and twenty (120) days. If such interference cannot be cured within such one hundred and twenty (120) period, City shall have the right, or shall have the right to cause Milestone to, immediately remove the interfering equipment from the Monopole. Notwithstanding the forgoing, and to the extent any City approved test requires the facilitation or cooperation of City, City agrees, subject to the other provisions hereof, to act reasonably with such facilitation or cooperation.

13. EVENT OF DEFAULT:

- a. Each of the following shall be an event of default by Milestone under this Lease:
 - i. If the rent or any installment thereof shall remain unpaid after it becomes due and payable, and is not paid within five (5) business days after City gives written notice of non-payment;
 - ii. If Milestone or its assigns shall fail or neglect to keep and perform any one of the terms of this Lease and such failure or neglect continues for more than thirty (30) days (or such longer period as may be reasonable, provided Milestone is attempting a cure with all due diligence, not to exceed one hundred twenty (120) days plus any period of where cure is prevented by *force majeure*) after City gives written notice specifying the default;
 - iii. If Milestone abandons the Leased Premises as a whole or abandons the Site for a period of more than twelve (12) consecutive months; and
 - iv. If Milestone files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved or makes an assignment for the benefit of creditors, or if involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Milestone are instituted against Milestone, or a receiver or trustee is appointed for all or substantially all of Milestone's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after institution or appointment.
 - v. If any final judgment or judgments in an aggregate amount (including interest and costs) of more than \$500,000.00 is entered against Milestone, and any such judgment or judgments shall not have been paid or otherwise discharged within sixty (60) days after all applicable appeal periods have terminated.

b. In the case of any event of default, City shall have the right to terminate this Lease upon thirty (30) days notice and shall have any additional rights and remedies that may be available at law or in equity.

c. The foregoing notwithstanding, in the event of any such default by Milestone hereunder, such shall not provide City the right to attach, utilize, distraint upon or otherwise take possession of any equipment located on the Monopole or within the Base Station owned by any Carrier, and such shall at all times be free from any claim by City hereunder.

d. City may enforce any provision of this Lease by self-help or an action for mandamus or injunction. If the City uses self-help to enforce any provision of this Lease or to obtain possession after termination of this Lease or this Lease, Milestone shall, upon demand, pay the City its reasonable and actual costs of obtaining possession and enforcing the provisions of this Lease. If the City obtains a judgment, writ of mandamus, or an injunction to enforce any provision of this Lease, Milestone shall pay the City its cost of litigation, including a reasonable attorney's fee and expert witness fees.

14. INSURANCE REQUIREMENTS:

a. All property of the Milestone, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, in and on the Leased Premises shall be and remain at the sole risk of such party, and City shall not be liable to them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other reason, nor shall the City be liable for the interruption or loss to Milestone's business arising from any of the above described acts or causes. The City shall not be liable for any personal injury to the Milestone, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, arising from the use, occupancy and condition of the Leased Premises unless such injury is caused by the gross negligence or willful act on the part of the City or its employees.

b. During the term, Milestone will maintain a policy of commercial general liability insurance insuring the City and Milestone against liability arising out of the use, operation or maintenance of the Leased Premises and the installation, repair, maintenance, operation, replacement and removal of the Base Station. The insurance will be maintained for personal injury and property damage liability, adequate to protect City against liability for injury or death of any person in connection with the use, operation and condition of the Leased Premises, and to insure the performance of Milestone's indemnity set forth in Section 10, in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence/aggregate. During the term, Milestone shall also maintain workers' compensation and employers' liability insurance, and such other insurance relating to the installation, repair, maintenance, operation, replacement and removal of the Base Station, and the ownership, use, occupancy or maintenance of the Leased Premises as City may reasonably require. The limits of the insurance will not limit the liability of Milestone. If the Milestone fails to maintain the required insurance the City may, but does not have to, maintain the insurance at Milestone's expense. The policy shall expressly provide that it is not subject to invalidation of the City's interest by reason of any act or omission on the part of Milestone.

c. Insurance carried by Milestone will be with companies acceptable to the City. Milestone will deliver to the City certificate evidencing the existence and amounts of the insurance. The policies required by this Lease shall require that Milestone and/or the Carrier Sublease holder must give the City ten (10) calendar days advance written notice of any cancellation, nonrenewal, or modification of coverage, and a binder or certificate verifying new coverage in accordance with the requirements herein prior to any change, cancellation or nonrenewal date. In the event of such cancellation or nonrenewal notice, Milestone and/or the Carrier Sublease holder shall obtain, pay all premiums for the renewal or replacement of the insurance required hereunder. Milestone shall, at least sixty (60) days prior to the expiration of the policies, furnish City with renewals or "binders" for the policies, or City may order the required insurance and charge the cost to Milestone.

d. Milestone will not knowingly do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by City or Milestone. If Milestone does or permits any Increased Risk which directly causes an increase in the cost of insurance policies, then Milestone shall reimburse City for additional premiums directly attributable to any act, omission or operation of Milestone causing the increase in the premiums. Payment of additional premiums will not excuse Milestone from termination or removing the Increased Risk unless City agrees in writing. Absent agreement, Milestone shall promptly terminate or remove the Increased Risk.

e. The City shall be named as an "additional insured" on Milestone's liability policies and it shall be stated on all required policies that this coverage "is primary to all other coverage the City may possess."

f. Notwithstanding any provisions herein to the contrary, Milestone waives all rights to recover against City for any loss or damage arising from any cause covered by any insurance required to be carried by Milestone pursuant to this Section 14, or any other insurance actually carried by Milestone. Milestone will request its insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Leased Premises.

g. All insurance required by this Section 14 shall be written by insurers, in such forms, and shall contain such terms, as City may reasonably require.

h. Any deductible or self-insured retention applicable to required coverages shall be paid by Milestone and the City shall not be required to participate therewith.

i. The insurance required of Milestone herein shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of the insurance required of Milestone and shall not contribute therewith.

j. Milestone's liability to the City shall not be limited to the amounts of the insurance coverage provided herein.

k. Notwithstanding any of the other provisions of this Lease,

Milestone's failure to maintain the required insurance coverage throughout the term of this Lease or the failure of Milestone to deliver a new and valid binder or certificate verifying coverage is grounds for the immediate termination of this Lease without prior notice.

l. Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

15. HAZARDOUS MATERIALS:

a. Neither Milestone nor any Carrier shall cause or permit any hazardous or toxic wastes, substances or materials (collectively, "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Leased Premises (collectively "Hazardous Materials Activities") without first receiving City's written consent, which may be withheld for any reason whatsoever and which may be revoked at any time, and then only in compliance (which shall be at Milestone's sole cost and expense) with all applicable legal requirements and using all necessary and appropriate precautions. Milestone shall indemnify, defend with counsel acceptable to City and hold City harmless from and against any claims, damages, costs and liabilities, including court costs and legal fees, arising out of Milestone's or Carrier's Hazardous Materials Activities on, under or about the Leased Premises, regardless of whether or not City has approved Milestone's Hazardous Materials Activities. For the purposes of this Lease, Hazardous Materials shall include but not be limited to oil, radioactive materials, PCBs, and substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq.; and Resources Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., and those substances defined as "hazardous wastes" in the regulations adopted and publications promulgated pursuant to said laws. Subject to the foregoing provisions of this Section, Milestone shall, prior to the Commencement Date, submit to City for City's review and approval, a list of Hazardous Materials Activities, including types and quantities, which list to the extent approved by City shall be attached hereto as Exhibit C. Prior to conducting any other Hazardous Materials Activities, City shall update such list as necessary for continued accuracy. City shall also provide Milestone with a copy of any Hazardous Materials inventory statement required by any applicable legal requirements. If Milestone's activities violate or create a risk of violation of any legal requirements, Milestone shall cease such activities immediately upon notice from City. City, City's representatives and employees may enter the Leased Premises at any time during the term to inspect Milestone's compliance herewith, and may disclose any violation of legal requirements to any governmental agency with jurisdiction. The provisions of this Section 15 shall survive termination or expiration of the term of this Lease.

b. City acknowledges that Milestone's equipment cabinets shall contain batteries for back-up power and that, provided Milestone's use of same is in compliance with this provision, the presence of such batteries does not violate this provision if such batteries comply with all laws, regulations and ordinances relating to Hazardous Materials.

c. Milestone will immediately notify City and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Leased Premises or compliance with environmental laws. Milestone shall

promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of City. Milestone will keep the Leased Premises free of any lien imposed pursuant to any environmental laws.

d. City shall have the right at all reasonable times and from time to time to conduct environmental audits of the Leased Premises, and Milestone shall cooperate in the conduct of those audits. The audits may be conducted by City or a consultant of City's choosing, and if any Hazardous Materials generated, stored, transported or released by Milestone are detected or if a violation of any of the representations or covenants in this Section 15 is discovered, the fees and expenses of such consultant will be borne by Milestone.

e. If Milestone fails to comply with any of the foregoing representations and covenants, City may cause the removal (or other cleanup acceptable to City) of any Hazardous Materials from the Leased Premises. The actual and reasonable costs of removing Hazardous Materials and any other cleanup (including transportation and storage costs) shall be reimbursed by Milestone promptly after City's demand and will be additional rent under this Lease. Milestone will give City access to the Leased Premises to remove or otherwise clean up any Hazardous Materials. City, however, has no affirmative obligation to remove or otherwise clean-up any Hazardous Materials, and this Lease will not be construed as creating any such obligation.

f. Notwithstanding the foregoing, City represents and warrants that to the best of its knowledge and belief there are no Hazardous Materials on, in or under the Leased Premises. City covenants not to bring onto the Leased Premises any Hazardous Materials.

16. NO PARTNERSHIP:

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between City and Milestone, or to create any other relationship between the parties hereto other than that of City and Milestone.

17. NOTICES:

All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given three (3) days after the date when mailed by the United States Postal Service by First Class, Registered or Certified Mail, postage prepaid, or upon receipt when delivered by nationally recognized overnight courier or hand delivery, and addressed to the City as follows:

City of Lynchburg
900 Church Street
Lynchburg, VA 24504
Attn: City Manager

with a copy, which will not constitute
notice to:

Public Works Department
17000 Memorial Avenue
Lynchburg, VA 24501
Attn: Director of Public Works

and to Milestone as follows:

Milestone Communications
12110 Sunset Hills Road, Suite 100
Reston, Virginia 20190
Attn: Leonard Forkas, Jr.

with a copy, which will not constitute
notice to:

Cooley LLP
11951 Freedom Drive
Reston, Virginia 20190
Attn: John G. Lavoie, Esquire

and to the Lynchburg School System if
applicable:

Lynchburg City Schools
915 Court Street
P. O. Box 2497
Lynchburg, VA 24504
Attn: Superintendent

with a copy, which will not constitute
notice to:

Lynchburg City Schools
915 Court Street
P. O. Box 2497
Lynchburg, VA 24505
Attn: Assistant Superintendent for
Operations & Administration

or to such other addresses as either of the parties may designate from time to time by giving
written notice as herein required.

18. ASSIGNMENT OR SUBLETTING; FINANCING:

a. Milestone may assign this Lease, without City's consent, to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Milestone; (ii) shall merge or consolidate with or into Milestone; (iii) shall succeed to all or substantially all the assets, property and business of Milestone; (iv) in which Milestone Communications Management III, Inc. or a wholly owned affiliate of Milestone Communications Management III, Inc. is at all times the general partner; or (v) has an adjusted net worth (determined in accordance with generally accepted accounting principles consistently applied) of at least \$200,000,000. Any assignment as a result of a merger or consolidation under paragraphs (i), (ii), (iii) and (iv) above, must be to an entity into which Milestone is merged or consolidated and such entity shall have a tangible net worth equal to or greater than Milestone as of the date of this Lease and such entity shall be fully bound by the all of the terms and conditions of this Lease. In the event of such an assignment or sublease, Milestone shall provide to City at least ten (10) days before the proposed transfer (a) the name and address of the assignee; (b) a document executed by the assignee by which it acknowledges the assignment and assumption of all of Milestone's obligations hereunder; and (c) such other information regarding

the proposed assignee as shall be reasonably requested by City. Milestone may also, without City's consent, sublease or lease portions of space on the Monopole and within the Base Station to Carriers in accordance with and subject to the terms and conditions of Section 18b hereof. Such assignee shall each be fully and primarily liable for the obligations of "Milestone" hereunder. Notwithstanding anything to the contrary contained herein, Milestone shall not sell the Monopole until after the date that is thirty-six (36) months after the date construction is commenced on the Site without the prior consent of City.

b. Milestone may, without City's prior consent, sublease or lease space on the Monopole or within the Compound to Carriers under and subject to the terms of this Section 18. Specifically, Milestone shall be entitled to sublease or lease space on the Monopole or in the Compound without City's prior approval provided that (a) the Carrier Subleases shall be in a form utilized by Milestone in the ordinary course of Milestone's business, which may not be altered, modified, revised, amended or otherwise changed without City's prior written approval which may be withheld in City's sole discretion, (b) the sublessee is an Approved Carrier (as defined below), (c) no event of default exists hereunder, (d) the term of the Carrier Sublease Agreement does not exceed the term of this Lease and (e) Milestone submits an engineering report to City definitively showing that the Monopole is capable of supporting the proposed Carrier. Otherwise, any lease, sublease, lease or other occupancy agreement with respect to the Site shall be in form approved by City, which approval may be given or withheld in City's sole and absolute discretion. As used herein, the term "Approved Carrier" shall mean a telecommunications service provider licensed by the F.C.C. and any other governmental agencies for which approval is needed to conduct such company's business.

c. The termination of this Lease shall automatically terminate all Carrier Subleases that are applicable to same Site; provided, however, that City agrees that, provided that Milestone has complied with the provisions of Section 18 hereof, upon a termination hereof as a result of Milestone's default hereunder, and the failure by any Mortgagee (as defined in Section 18e. hereof) to either succeed to Milestone's interest hereunder or to enter into a new this Lease with City in accordance with the terms of an Approved Financing Agreement (as defined in Section 18e. hereof), City shall provide such Carrier the opportunity to continue such Carrier's occupancy of the Monopole for the unexpired term of the Carrier Sublease (including any renewals) at the same rental rate contained in its Carrier Sublease under terms and conditions required by City in its sole and absolute discretion including, but not limited to, that (i) Carrier is not in default under the Carrier Sublease; (ii) upon request by City, Carrier will provide to City a certified true and correct copy of the Carrier Sublease; (iii) there have been no modifications, amendments or assignments of the Carrier Sublease; (iv) Carrier agrees, in writing, that City shall not be liable for any act or omission of Milestone under the Carrier Sublease; (v) Carrier executes within thirty days of receipt from City, City's then standard form of lease agreement; (vi) upon execution of such lease agreement, Carrier posts with City a security deposit in the amount of two (2) months' rent under the Carrier Sublease and (vii) City obtains ownership of the Monopole.

d. Milestone shall cause the Carriers to comply with, and not violate, the terms and conditions of this Lease. Milestone shall enforce all of the terms and provisions of any Carrier subleases, leases or other similar documents (each, a "Carrier Sublease"). Without limiting the generality of the foregoing, Milestone shall exercise any or all of its rights and remedies under

the Carrier Sublease immediately if requested to do so by City. Milestone shall, at its sole cost and expense, perform all obligations of the landlord under the Carrier Sublease. City shall have no liability whatsoever under the Carrier Sublease.

e. Milestone shall not grant a security interest in this Lease to any party unless, by separate written agreement between the parties, City gives its consent to do so. The separate written agreement shall be an "Approved Financing Agreement" for purposes of this Lease and the secured party shall be a "Mortgagee" for purposes of this Lease

19. ACCESS AND INSPECTIONS:

City shall have full access to the Leased Premises and the Base Station for operating, repairing, removing, installing and otherwise working with communications equipment owned by City or any third party permitted to use the Base Station pursuant to this Lease or this Lease. In addition, Milestone shall allow City, upon prior notification to Milestone, or without notice in the event of any emergency, to enter the Leased Premises or any part thereof at any reasonable time and in a manner so as not to interfere more than reasonably necessary with Milestone's use of the Base Station, for the purpose of inspecting the Leased Premises. Milestone shall at all times provide the City copies of all keys needed to unlock all of the gates and locks to the fences to the Compound or in the Leased Premises.

20. QUIET ENJOYMENT:

Milestone shall be entitled to use and occupy the Leased Premises during the term hereof for the purposes herein permitted and subject to the terms and conditions herein contained, without molestation or interference by City. City may, however, without the requirement for payment of any compensation to Milestone, lease one (1) platform on the Monopole on each Site to governmental entities (which lease shall include a ground location for City to construct a facility to install its ground based facilities appurtenant thereto), provided that the transmissions do not interfere with those of any Carrier on the Site (or under a letter of intent) at the time such lease is granted, and further, City shall be entitled to lease space within the Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale).

21. DAMAGE AND DESTRUCTION:

a. If the Leased Premises or the Base Station are damaged or destroyed by reason of fire or any other cause, or if damage to the Leased Premises or the Base Station causes damage to portions of the Site or other property of City, Milestone will immediately notify City and will promptly repair or rebuild the Base Station, incidental improvements, and other damage to City's property to its condition immediately prior to such damage, at Milestone's expense.

b. Monthly rent and additional rent will not abate pending the repairs or rebuilding except to the extent to which City receives a net sum as proceeds of any rental insurance, or continues to receive income from Carrier Sublease Agreements.

c. If at any time the Leased Premises or the Base Station are so damaged by fire or otherwise that the cost of restoration exceeds fifty percent (50%) of the replacement value of the Base Station immediately prior to the damage, Milestone may, within thirty (30) days after such damage, give notice of its election to terminate the Lease Agreement for that specific Site and, subject to the further provisions of this Section 21, such Lease Agreement will cease on the tenth (10th) day after the delivery of that notice. Monthly rent will be apportioned and paid to the time of termination. If this Lease is so terminated, Milestone will have no obligation to repair or rebuild. Notwithstanding the foregoing, if Milestone elects to terminate a specific Lease Agreement, Milestone shall be required to comply with the provisions of Section 4b with respect removing and dismantling each component of the Base Station and returning the Leased Premises to the condition stated in such section.

22. CONDEMNATION:

If all or any part of the Site is taken by eminent domain or sale in lieu thereof, and if said taking or sale renders the Site unusable for its intended purpose hereunder, then, at City's or Milestone's option, this Lease may be terminated upon sixty (60) days prior written notice to the other party and there will be no further payment of rents for the Site except that which may have been due and payable at the time of said taking or sale. In the event of a partial taking or sale of the Site and Milestone, subject to mutual agreement with City, wishes to maintain its operation, Milestone may continue to use and occupy the Compound and Leased Premises under the terms and conditions hereunder, provided City's and Milestone's obligations under this Lease are not otherwise altered, and provided Milestone, at its sole cost, restores so much of the Base Station and Leased Premises as remains to a condition substantially suitable for the purposes for which it was used immediately before the taking. Upon the completion of restoration, City shall pay Milestone the lesser of the net award made to City on account of the taking (after deducting from the total award attorneys', appraisers', and other costs incurred in connection with obtaining the award), or Milestone's actual out-of-pocket cost of restoring the Leased Premises, and City shall keep the balance of the net award. In connection with any taking subject to this Section, Milestone may prosecute its own claim, by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Milestone was entitled to remove and moving expenses) only so long as Milestone's award does not diminish or otherwise adversely affect City's award.

23. SALE OF SITE:

Any sale by City of all or part of the Leased Premises to a purchaser other than Milestone shall be under and subject to this Lease and Milestone's right hereunder. City shall be released from its obligations under this Lease in the event of a sale and the assignee assumes City's obligations hereunder (including the recognition of Milestone's rights hereunder).

24. GOVERNING LAW:

The execution, performance and enforcement of this Lease shall be governed by the laws of Commonwealth of Virginia without application of conflicts of law principles. Any legal action

or proceeding with respect to this Lease or any document related hereto or thereto shall be brought in the courts of the State of Virginia in the City of Lynchburg and in no other courts.

25. MISCELLANEOUS:

This Lease plus any Exhibits that may be attached hereto contain the entire agreement between the parties and may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this Lease. The invalidation of any one of the terms or provisions of this Lease by judgment or court order shall in no way affect any of the other terms of this Lease which shall remain in full force and effect. City and Milestone agree to execute any additional documents necessary to further implement the purposes and intent of this Lease. Time is of the essence with respect to each provision of this Lease. The headings contained in this Lease are to facilitate reference only, do not form a part of this Lease, and shall not in any way affect the construction or interpretation hereof. Terms such as "hereby," "herein," "hereof," "hereinafter," "hereunder," and "hereto" refer to this Lease as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. The term "may" is permissive; the terms "shall" and "will" are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires. Nothing in this Lease is intended to interfere with any tariffs, contracts or other arrangements between the Milestone and a third party or between the City and a third party, or to create any third party beneficiary rights.

26. BINDING EFFECT:

This Lease shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. CITY'S RIGHT TO PERFORM:

If Milestone fails to perform any obligations under this Lease beyond all applicable notice and cure periods, City shall be entitled, but shall not be obligated, to perform any or all of such obligations and any actual and reasonable cost of performing same shall be payable by Milestone to City upon written demand as additional rent hereunder. Any actual and reasonable amounts so incurred by City and not repaid by Milestone within thirty (30) days after demand shall bear interest at a rate of ten percent (10%) per annum.

28. HOLDING OVER:

If Milestone remains in possession of the Leased Premises after the end of this Lease, Milestone will occupy the Leased Premises as a Milestone from month to month, subject to all conditions, provisions, and obligations of this Lease and the Lease Agreement in effect on the last day of the term.

29. ESTOPPEL CERTIFICATES:

Within no more than two weeks after written request by either party, the other will execute, acknowledge, and deliver a certificate stating:

- a. that the Lease is unmodified and in full force and effect, or, if this Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement;
- b. the date to which rental and other sums payable under this Lease have been paid;
- c. that no notice has been received of any default which has not been cured, or, if the default has not been cured, what such party intends to do in order to effect the cure, and when it will do so;
- d. (if from Milestone) that Milestone has accepted and occupied the Leased Premises;
- e. (if from Milestone) that Less has no claim or offset against City, or, if it does, stating the date of the assignment and assignee (if known to Milestone); and
- f. other matters as may be reasonably requested.

Any certificate may be relied upon by any prospective purchaser, lender or other person with a bona fide interest in the Leased Premises.

30. NO WAIVER:

No waiver of any condition or agreement in this Lease by either City or Milestone will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by City during the term of this Lease will be deemed an acceptance of surrender of the Leased Premises, and no agreement to accept the surrender will be valid unless in writing signed by City. The delivery of Milestone's keys to City will not constitute a termination of this Lease unless City has entered into a written agreement to that effect. No payment by Milestone, or receipt from City, of a lesser amount than the rent or other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent will be deemed an accord and satisfaction. City will accept the check for payment without prejudice to City's right to recover the balance of the rent or to pursue any other remedy available to City.

31. AUTHORITY:

Each of the persons executing this Lease on behalf of Milestone warrants to City that Milestone is a duly organized and existing corporation under Delaware law, that Milestone is authorized to do business in the State of Virginia, that Milestone has full right and authority to

enter into this Lease, and that each and every person signing on behalf of Milestone is authorized to do so. Upon City's request, Milestone will provide evidence satisfactory to City confirming these representations.

City and the person executing and delivering this Lease on City's behalf each represents and warrants to Milestone that such person is duly authorized to so act and has the power and authority to enter into this Lease; and that all action required to authorize City and such person to enter into this Lease has been duly taken.

32. LIMITED LIABILITY:

Milestone's sole recourse against City, and any successor to the interest of City in the Leased Premises, is to the interest of City, and any successor, in the Leased Premises. Milestone will not have any right to satisfy any judgment which it may have against City, or any successor, from any other assets of City, or any successor, or from any of City's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers, or guests. In no event shall City be liable for consequential or punitive damages, economic losses or losses derived from future expected revenues. The provisions of this Section 32 are not intended to limit Milestone's right to seek injunctive relief or specific performance.

33. RECORDATION:

Milestone may record, at Milestone's expense, a memorandum or short form hereof in the form attached hereto as Exhibit D).

IN WITNESS WHEREOF, the parties hereto executed this Lease in two parts on the dates indicated.

[SIGNATURES ON FOLLOWING PAGE]

CITY:

CITY OF LYNCHBURG

By: _____

Name: L. Kimball Payne

Its: City Manager

Date: _____

MILESTONE:

MILESTONE COMMUNICATIONS

MANAGEMENT III, INC., a Delaware corporation

By: _____

Name: Leonard Forkas, Jr.

Its: President

Date: _____

EXHIBIT A

to the Form Lease Agreement

Description/Depiction of the Monopole and Leased Premises

[Attached]

EXHIBIT B
to the Form Lease Agreement
Description/Depiction of the Appurtenant Easements
[Attached]

EXHIBIT C
to the Form Lease Agreement
Hazardous Materials

EXHIBIT D
to the Form Lease Agreement
Form Memorandum of Lease
MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of the ___ day of _____, 20___, by and between Milestone Communications Management III, Inc., a Delaware corporation (“Milestone”), and the City of Lynchburg, a Municipal Corporation of the Commonwealth of Virginia hereinafter (“City”).

RECITALS:

A. City and Milestone are parties to a Lease Agreement, dated _____, 20___ (the “Lease”), pursuant to which City has leased to Milestone certain real property in Lynchburg, Virginia described in Exhibit “A” attached hereto.

B. City and Milestone wish to enter into this Memorandum of Lease.

NOW, THEREFORE, in consideration of the premises, the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Milestone hereby agree as follows:

1. The name of the City under the Lease is City of Lynchburg.
2. The name of the Milestone under the Lease is Milestone Communications Management III, Inc.
3. The address of City, as stated in the Lease, is City of Lynchburg, 900 Church Street, Lynchburg, VA, 24504, Attn: _____. The address of Milestone, as stated in the Lease, is Milestone Communications, 12110 Sunset Hills Road, Suite 100, Reston, VA 20190.
4. The leased premises, as described in the Lease, consists of a portion of the property owned by the City located at _____, Virginia _____, and known as _____ and as more particularly described on the attached Exhibit A.
5. The term of the Lease is thirty (30) years. The date of commencement of the term of the Lease was _____, 20___, and the date of termination of the term of the Lease is thirty (30) years thereafter, subject to any applicable renewal period.
6. Accordingly, the latest date to which the term of the Lease may be extended is _____.

(Signatures on the following 2 pages)

**Exhibit A to
Memorandum of Lease**

(Legal Description)

569512 v1/RE

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter, the "Agreement" or "Franchise Agreement"), made and entered into this 11th day of September, 2013, by and between the CITY OF LYNCHBURG, a Municipal Corporation of the Commonwealth of Virginia, with an address of 900 Church Street, Lynchburg, VA, 24504, herein referred to as the "City," and MILESTONE COMMUNICATIONS MANAGEMENT III, INC., a Delaware corporation, with an address of 12110 Sunset Hills Road, Suite 100, Reston, VA 20190, herein referred to as "Milestone," recites and provides as follows:

RECITALS

1. Subject to the provisions, conditions and restrictions hereinafter set forth, Milestone, and its successors, is hereby granted the nonexclusive right, privilege, franchise, and authority, to install, operate, and maintain telecommunication monopoles (each a "Monopole") and ground telecommunications equipment on designated City-owned properties throughout the City (each a "Site"), and to lease space on the telecommunication monopoles and the ground telecommunications equipment to telecommunications providers or other wireless communications providers.

2. Milestone is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and is duly authorized to do business in the City of Lynchburg, Virginia; and has all requisite power and authority to accept, execute, deliver and perform this Franchise Agreement and all agreements entered into or delivered in connection with or as contemplated hereby.

3. Milestone intends to construct free-standing Monopoles satisfying the requirements of this Franchise Agreement and all applicable laws, on designated Sites throughout the City of Lynchburg, and to construct equipment compounds adjacent to the Monopoles for the installation of equipment operated by Milestone or the Carriers (as defined below) on the Sites (the "Compounds" and each individually, a "Compound"). Milestone intends to lease space on the Monopoles and in the Compounds to telecommunications or other wireless communications providers (the "Carriers" and each individually, a "Carrier") in compliance with the terms hereof. Such Carriers may install antennas on the Monopoles and construct equipment platforms (each, an "Equipment Platform") to support their communications equipment within the Compounds (the Monopole, the Compound, each Equipment Platform and all antennas, dishes, lines, cables and other equipment or items shall collectively be referred to herein as the "Base Station" or "Facilities").

4. Some of the Sites owned by the City have been leased to the Lynchburg School Board for use as school facilities. In situations in which a Monopole is to be located on Site that is used by the Lynchburg School Board the term "City" as used in this Franchise Agreement shall include the Lynchburg City Schools as well as the City of Lynchburg. For example, when conducting a site assessment under paragraph 5.1 on property used by the School Board, Milestone must obtain the prior consent of both the City and the School System; when seeking approval of its plans to install a Monopole on property used by the School System under Section 7. Construction, Milestone must obtain the consent of both the City and the School System;

when a telecommunication monopole is to be installed on property used by the School System, the insurance required by Section 10. Indemnification and Section 14. Insurance, shall name both the City and the School System as an additional insured; when Milestone proposes to install a Monopole on property that is used by the School System under Section 8. Operation of Base Station, copies of any documents that are to be provided to the City under this Franchise Agreement must also be provided to the School System; and as provided in Section 12. Interference, the construction, maintenance and operation of the Monopole shall avoid any adverse impacts on the activities of the Lynchburg City Schools as well as the City; and so forth.

5. The parties now desire to set forth the terms of this Franchise Agreement pursuant to which City shall make designated Sites available to Milestone for the purposes just described. This Franchise Agreement is intended to satisfy the requirements of Virginia Constitution Article VII § 9 and Virginia Code § 15.2-2100 and therefore shall only be awarded after advertisement and receipt of bids.

NOW, THEREFORE, in reliance of the Recitals set forth above and for and in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. FRANCHISE AGREEMENT:

a. Subject to and in accordance with the provisions of this Franchise Agreement, the City hereby grants to Milestone the nonexclusive right, privilege, franchise, and authority, to install, operate, and maintain telecommunication Monopoles and ground telecommunications equipment on designated City-owned properties throughout the City, and to lease space on the Monopoles and the ground telecommunications equipment to telecommunications providers or other wireless communications providers, the sites on which such telecommunication Monopoles and ground telecommunications equipment are to be installed shall be referred to collectively as the "Franchised Premises." The City and Milestone acknowledge that the exact locations of the specific Sites on which the Monopoles and ground telecommunications equipment are to be installed have not yet been identified. After the award of this City-wide franchise, the City Manager will enter into site-specific Lease Agreements with Milestone for the installation, operation and maintenance of telecommunications equipment and facilities at various locations within the City, which Lease Agreements shall be in form attached hereto as Exhibit A.

b. Except for those portions of the Franchised Premises that are fenced with the permission of City (which portions shall generally be the area immediately surrounding the Compound) and the actual space occupied by the Monopole (the "Exclusive Franchised Premises"), the Franchised Premises shall be demised to Milestone on a non-exclusive basis. City and its invitees, permittees, agents and contractors expressly reserve the right to have, and shall have, free and full use of the Non-Exclusive Franchised Premises, including, without limitation, the right of pedestrian and vehicular ingress and egress over and through the Non-Exclusive Franchised Premises in accordance with the terms hereof. City shall also have free and full access to the Monopole (at City's risk) for the purpose of maintaining, repairing and replacing any lights on the Monopole, to the extent it is required to do so. Without the prior written consent of City, Milestone shall not alter, relocate or modify the lights on the Monopole

(if any). Milestone and Carriers shall erect no signs on the Sites except on the Exclusive Franchised Premises or with the City's prior express permission in writing. This Franchise Agreement grants Milestone no right to use City-owned useable antenna support structures such as City-owned water tanks, buildings, etc. or other structures, facilities or equipment belonging to City except as expressly stated herein.

c. Milestone acknowledges that with the exception of the air space over the land actually occupied by the Monopole, the Franchised Premises shall include the air rights over the land only to a height which is the lesser of ten (10) feet above the ground elevation or the bottom of the bleachers or other structure that is situated above the Franchised Premises. **Milestone hereby accepts the Franchised Premises "AS IS" and in their present condition without any representation or warranty of City except any that may be expressly set forth in this Franchise Agreement.**

d. Notwithstanding the foregoing, Milestone acknowledges and agrees that it is solely responsible for performing all necessary due diligence regarding each Site and the Franchised Premises, including confirming by way of a title report and examination that City holds legal title to the Site and that no matters affecting title to the Site prohibit, impair or require third party consent to the leasing of the Franchised Premises to Milestone, the construction of the improvements contemplated hereunder or any other matter relating or pertaining to this Franchise Agreement (the "Due Diligence Matters"). In no event shall City have any responsibility for or liability with respect to the Due Diligence Matters, all of which are hereby waived by Milestone. Milestone agrees to strictly comply, at its sole cost and expense, with all recorded documents, instruments and agreements affecting title to the Site, and defend, indemnify and hold harmless City against any cost, expense, claim, demand, obligation, cause of action or liability with respect to any violation thereof by Milestone or its agents or sublessees.

e. Until the termination or expiration of the Lease Agreement applicable to a specific Site, title to the Monopole and the portions of the Base Station owned by Milestone shall remain with Milestone except that title to the Monopole and/or those portions of the Base Station owned by Milestone that City has required to remain on the Franchised Premises shall, at the option of City, vest in City after the termination or expiration of such Lease Agreement, and Milestone agrees to promptly execute such further assurances thereof as shall be requested by City.

2. EASEMENTS SERVING FRANCHISED PREMISES:

a. City hereby grants to Milestone such easements as may be needed to install, operate, and maintain telecommunication Monopoles and ground telecommunications equipment as easements appurtenant to the leasehold granted to Milestone in this Franchise Agreement or the Lease Agreements (such easements collectively, the "Appurtenant Easements"). With the exception of Milestone's grant of use of the Appurtenant Easements to Carriers and utility providers (as applicable), the Appurtenant Easements may not be assigned or otherwise transferred in whole or in part separately from the leasehold granted under this Franchise Agreement, and any such attempted assignment or transfer shall be void.

i. City grants Milestone a nonexclusive, temporary construction easement of varying dimensions over, on, and through adjoining and adjacent portions of each Site, identified as the "Temporary Construction Easement", for construction and installation of the Base Station upon the Franchised Premises. Such temporary construction easement shall terminate upon the completion of Milestone's construction described in Section 7 provided that such term shall be extended for such period of time as Milestone may be prevented from constructing the Base Station by reason of force majeure, and may be extended for such further period as City in its discretion may agree.

ii. Milestone shall be permitted the non-exclusive use of a right-of-way ten feet (10') in width, and described as the "10'-0" Wide Power and Telco Easement," or such other right-of-way of similar dimensions as City may designate during the term of this Franchise Agreement, to construct, erect, install, operate and maintain underground communication cables from the Franchised Premises, over, across and through that portion of the designated Sites.

iii. City hereby agrees to grant to the local utility and telephone companies, on terms acceptable to City in its reasonable discretion, the non-exclusive easements and rights-of-way up to ten feet (10') in width to construct, maintain, operate and repair communication and electric power lines, conduits and systems over those portions of the Franchised Sites and described as the "10'-0" Wide Power and Telco Easement," or such other right-of-way of similar dimensions as City may designate during the term of this Franchise Agreement, and the right-of-way of Milestone provided for in Subsection 2 a(ii) during the term of this Franchise Agreement for purposes of installation and provision of telephone and electric service to the Base Station.

iv. City hereby grants Milestone a non-exclusive easement and right-of-way twenty feet (20') in width for ingress to and egress from the Franchised Premises by Milestone and the Carriers, for vehicular traffic for constructing, installing, maintaining, operating and repairing the Base Station, over that portion of the Site described as the "20'-0" Wide Access Easement", or such other right-of-way of similar width as may be designated by City to provide such access to the Franchised Premises and the Base Station.

b. City shall have the right to direct Milestone to relocate any of the Appurtenant Easements (provided that there shall be no termination thereof, and no interruption of service or access as a result thereof other than such short term interruption as is necessary to effectuate the physical relocation, provided that City and Milestone shall attempt to ensure that the replacement Appurtenant Easement is in place prior to such relocation such that any such interruption shall be as minimal as reasonably practicable). If such relocation occurs after the installation of utilities or facilities therein, such relocation shall be at Milestone's expense. However, Milestone will only be required to relocate its facilities in connection with a City project that is undertaken by the City in order to provide a public use. In planning its projects the City will make reasonable efforts to design them in such a way that it will not be necessary for Milestone to have to relocate its facilities. In the event it is necessary for Milestone to relocate its facilities because of a City project, the City will work with Milestone to find another suitable location for the relocation of Milestone's facilities and the City will waive any permit or other fees associated with the relocation.

c. With the exception of the temporary construction easement provided for in Section 2 a(i), which may expire sooner as provided in such section, and any utility easements to third-party utility or power companies, which shall expire in accordance with their terms, the term of all Appurtenant Easements shall automatically expire upon termination of this Franchise Agreement without the need for further act of any party. Notwithstanding the foregoing, if requested by City, Milestone shall execute and deliver to City, in recordable form, such documents as City may request to evidence of record the termination of all Appurtenant Easements as just provided.

3. USE OF FRANCHISED PREMISES:

a. Milestone shall use the Franchised Premises solely for construction, operation and leasing of the Base Station as provided herein, and shall use the Appurtenant Easements solely for the applicable purposes described in Section 2. City makes no representation or warranty whether such use is permitted by any laws or regulations applicable to the Franchised Premises, and Milestone is solely responsible for determining whether such use is permitted, and for securing all necessary licenses, permits and approvals therefor.

b. Notwithstanding any other provision of this Franchise Agreement, Milestone acknowledges the absolute primacy of the City's use of the Sites for the purpose set out in Recital 1. of this Franchise Agreement, and that Milestone's rights under this Franchise Agreement (and, accordingly, any Carrier rights under a Carrier Sublease (as defined below) are subject and subordinate to City's use and operation of the Sites. Accordingly, in exercising their rights under this Franchise Agreement, Milestone shall use commercially reasonable efforts to avoid any adverse construction, operational or other such impact on the Sites or the City's and the School System's, if applicable, use and operation thereof, whether such impacts arise from work or activities being performed or undertaken on or off of the Sites (utility outages arising from off-site utility relocation, for example), and, notwithstanding any other provision of this Franchise Agreement, Milestone will use commercially reasonable efforts to cause such entry, work or activities to be performed or undertaken at such times, and to occur in such manner, as City and the School System, if applicable, may reasonably require, in its reasonable discretion, to avoid any adverse impacts to the Sites or the City's or the School System's, if applicable, use thereof. Further, Milestone agrees that it will cause each Carrier to comply with the provisions of this Section 3. Pursuant to the provisions of Section 8b, Milestone shall be responsible for repairing all damage to the Base Station, the Franchised Premises or the Sites caused by Milestone or any of Milestone's employees, contractors or agents. In case of emergencies threatening life or safety or any component of the Base Station, Milestone may enter the Franchised Premises without prior notice to City, provided Milestone notifies City of such entry, and the nature of the work performed or undertaken as a result of such emergency, as soon as practicable after Milestone's entry. Notwithstanding the foregoing, Milestone shall have the right to make customary and routine inspections of the Franchised Premises upon one (1) business day prior notice, provided that (i) such entry is only for the purpose of inspecting the Franchised Premises, conducting routine maintenance and repairs (provided such maintenance and/or repairs do not require alteration of the structural elements to the Base Station or the Monopole or the addition or substitution of any electrical cabinet or equipment shelter) and (ii) the worker or workers who make such inspections check-in with the appropriate personnel at the

Sites prior to accessing the Franchised Premises and, in all cases, follow all procedures required by Site personnel.

c. The City and the School System, if the Monopole is located on a Site that is used by the School System, shall be permitted to lease, without the requirement for payment of any compensation to Milestone, one (1) platform on the Monopole on each Site (which lease shall include a ground location for the City and the School System, if applicable, to construct a facility to install its ground based facilities appurtenant thereto), provided that the transmissions do not interfere with those of any Approved Carrier on the Site (or under a letter of intent) at the time such lease is granted, and further, City and the School System, if applicable, shall be entitled to lease space within a Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale), in accordance with Section 10 hereof. In addition to the platform provided on a Monopole to the City and the School System, if applicable, if requested to do so, Milestone will also provide a platform on a Monopole that will allow the Region 2000 Radio Communications Board which operates the regional emergency communications system for Amherst County, Bedford County and the City of Lynchburg, to install its communications facilities on the Monopole and ground based facilities without the payment of any compensation to Milestone. Notwithstanding anything to the contrary contained herein, the size, type, number, height and weight of the City's and School System's antennas, facilities, shelters, platforms and any other equipment to be installed by the City and the School System is subject to Milestone's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

4. TERM:

a. This Franchise Agreement shall be effective for a term of forty (40) years beginning on _____, 2013, and ending on _____, 2053, unless sooner terminated or extended pursuant to the provisions of this Franchise Agreement. Notwithstanding the foregoing, if the Monopole is not constructed within twelve (12) months after the date Milestone obtains all required governmental approvals and permits, the lease for that particular Site may be terminated by City with thirty (30) days written notice to Milestone. Further, in the event that at any time after the initial construction of the Monopole on the Site, the Monopole remains vacant (i.e., with no Carrier Sublease applicable thereto) or no Carrier is paying rent therefor for a period of six (6) consecutive months, the lease for that particular Site may be terminated by City with thirty (30) days written notice to Milestone. In the event that City elects to terminate a Lease Agreement for a specific Site due to the conditions described in the previous two sentences, then during the sixty (60) day period after receipt of City's termination notice, Milestone shall be permitted to elect to pay the City the amount that would have been due if one (1) Carrier Sublease was executed and paying full rent and, if Milestone begins the payment of such amount prior to the date that is sixty (60) days after receipt of City's termination notice, then City's termination notice shall be deemed null and void and the lease for the site shall continue in full force and effect. In addition, Milestone or City may terminate a Lease Agreement for a specific Site with sixty (60) days prior notice to City if (i) Milestone is unable to obtain or maintain in force all necessary governmental approvals or (ii) interference by or to Milestone's operation cannot, despite good faith negotiations between Milestone and City in accordance with the terms hereof, be resolved. In addition, Milestone may terminate a Lease Agreement for a specific Site with sixty (60) days prior notice to City if (i) a material change in

government regulations makes it impractical, unlawful, impossible or uneconomic for Milestone to continue to operate the Facilities under such lease, (ii) Milestone is unable to lease space within the Base Station to Carriers for a period of twelve (12) months after the date Milestone obtains all required governmental approvals and permits, (iii) the Site or the Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient in Milestone's reasonable judgment, adversely to affect Milestone's use of the Site or (iv) if, after the execution of a Lease Agreement for a specific Site, Milestone is unable to operate the Base Station due to the action of the F.C.C. or by reason of any law, physical calamity, governmental prohibition or other reasons beyond Milestone's control, subject to Milestone's restoration obligations under Section 4b hereof.

b. At the end of the term of a Lease Agreement for a specific Site, whether by the passage of time or the exercise by any party of any right of termination, Milestone shall surrender the Franchised Premises to City in the condition specified in this Section 4b. Within sixty (60) days after the end of the term of a Lease Agreement for a specific Site, City shall notify Milestone of its election to (i) have Milestone dismantle and remove the Base Station, or any component thereof, including, but not limited to, any or all of Milestone's facilities from the Franchised Premises and the Site (except for underground cables which do not and will not present a health or safety risk, and any other improvements which are 2 feet or more below grade) or (ii) have the Monopole and/or Base Station (other than those portions of the Base Station owned by the Carriers) remain on the Franchised Premises. If City fails to make such an election within the sixty (60) day period, Milestone shall inform City in writing, and City shall have an additional thirty (30) days to make the election. If City fails to make an election, it shall be deemed to have elected option (i). If City elects or is deemed to elect option (i), Milestone shall promptly (and in any event within one hundred twenty (120) days) remove the designated facilities from the Site, at Milestone's sole cost and expense; provided, however, that Milestone shall, with City's approval, be entitled to leave in place underground cables which City determines do not and will not present a health or safety risk, and any other improvements which are two (2) feet or more below grade. If City elects option (ii), title to the facilities designated by City shall immediately vest in City, without the necessity of further action by City or Milestone, and City agrees to assume all responsibility and liability for the facilities and any damages or claims related thereto arising from and after the date of title vesting in the City. Notwithstanding the foregoing, if so requested by City, Milestone shall execute such further assurances thereof as shall be requested by City. Further, nothing herein contained shall be deemed to prohibit or restrict any Carrier from removing its equipment to the extent permitted to do so under any Carrier Sublease.

c. Subject to Section 4b, the Base Station, including the Monopole, and other equipment, shall during the term of a Lease Agreement for a specific Site be deemed the personal property of Milestone and/or the Carriers, as applicable.

5. RENT & ACCESS FEE:

a. Beginning on the Commencement Date, and thereafter on the tenth day of each calendar month during the term and any extension term of a Lease Agreement for a specific Site, Milestone shall pay to the City, in legal tender of the United States of America without demand,

setoff or deduction whatsoever, as monthly rent for the Franchised Premises, an amount equal to forty percent (40%) of the Monthly Gross Rental Revenues (as defined below) derived from the use, leasing or occupancy of any portion of the Monopole or Base Station for the preceding calendar month. The term “Monthly Gross Rental Revenues” shall mean all revenue actually collected by Milestone from Carriers with respect to the Site, except as provided below, payable for such period (or the pro rata share thereof applicable to such period) by Milestone on the Franchised Premises or the Base Station. All rental payments shall be made by check payable to City at the City’s Billings and Collections Division, City Hall Building, 900 Church Street, Lynchburg, VA 24504, Attention: Billings and Collections Manager, or such other address as the City may from time to time provide. In no event will Milestone’s payment to City under this provision be less than one thousand dollars (\$1000.00) per site. All expenses related to the Facilities shall be borne by Milestone; provided however that in the event any real estate related ad valorem or other taxes are assessed against the Facilities (as opposed to personal property or the income derived from the Facilities) the same shall be deducted from Monthly Gross Revenue Rental revenues for purposes of the calculation of compensation payable to City hereunder. The following reimbursable expenses paid by Carriers to Milestone are one-time payments and shall be excluded from the calculation of Monthly Gross Rental Revenues (provided that such reimbursable expenses are not in lieu of or in substitution for any rent under the Carrier Sublease): (a) expenses incurred to extend power, telecommunication lines/equipment and any other utilities to the Facilities, (b) any extraordinary expenses incurred to clear, grade and construct the vehicular access from the nearest road to the Facilities and (c) any expenses incurred to purchase and install a stealth monopole (i.e. tree, clock tower or any other nonstandard monopole) above and beyond the expenses for a standard monopole. The expenses described in the preceding sentence shall include, but not be limited to, engineering, construction administration, application and legal fees and expenses. The compensation hereunder to City shall be accompanied by a statement, signed by an officer of Milestone, verifying the calculation of the compensation for the applicable month.

b. In addition to the rent described in the preceding paragraph, any other amounts payable under a lease or this Franchise Agreement to City, however denominated, shall be deemed additional rent, and City shall have all rights and remedies in respect of payment and collection thereof as are applicable to rent. Any amounts payable hereunder by Milestone that are not paid when due shall (a) be subject to a late charge of five percent (5%) of the amount due and (b) bear interest from the date due at a rate of fifteen percent (15%) per annum.

c. Within ten (10) days after the earlier to occur of that date on which (i) Milestone receives all necessary governmental approvals for a particular Site or (ii) Milestone commences construction-related work on such Site, Milestone shall pay City a Site Fee of Twenty-five Thousand and No/100 Dollars (\$25,000.00) (“Site Fee”). Additionally, Milestone shall pay City an additional five thousand and No/100 Dollars (\$5,000.00) collocation fee for each Carrier after the first Carrier that installs on the Monopole within ten (10) days of the earlier to occur of (i) the collocation occurring or (ii) Milestone’s receipt of its first payment from the Carrier for collocation. In the event Milestone fails to timely pay any Site Fee due hereunder, Milestone shall, in addition to owing City such Site Fee, pay to City interest on the amount thereof from the date due through the date of payment of such Site Fee to City, in an amount equal to the Prime Rate of interest as published from time to time by The Wall Street Journal plus four percent (4%).

d. To ensure Milestone's proper removal of the Monopoles and Base Stations from the Sites at the end of the term of this Franchise Agreement in accordance with Section 4b (as elected by City), and to ensure the removal work is done in a proper manner without undue damage to the Sites or other property of the City, Milestone shall furnish to the City a security deposit in the amount of Twenty Thousand Dollars (\$20,000.00) (together with all accrued interest thereto, the "Security Deposit") prior to commencing construction on the Sites. The Security Deposit shall be in the form of cash. The Security Deposit shall not in any way be considered to limit Milestone's obligations or liabilities hereunder. The City may draw upon the Security Deposit upon failure by Milestone to remove Milestone's Facilities from the Sites in accordance with Section 4b. The Security Deposit shall be held by City in an interest bearing escrow account and the Security Deposit (together with all accrued interest thereto) will be returned to Milestone within thirty (30) days of Milestone's substantial completion of the removal requirements contained in Section 4b (as elected by City) or at such other time as the City determines the Security Deposit is no longer needed.

6. REAL ESTATE TAXES, UTILITIES, MAINTENANCE:

a. Milestone shall be solely responsible for all costs and expenses relating to the connection, disconnection, consumption and use of any utilities and/or services in connection with Milestone's construction, installation, operation and maintenance of the Base Station on the Franchised Premises including, without limitation, any electric consumption by its equipment, and Milestone agrees to pay all costs for service and installation of an electric meter directly to the local utility company.

b. Milestone shall be responsible for the declaration and payment of any applicable taxes or assessments against the Base Stations or other equipment owned or used by Milestone or allocable (on a pro rata basis) to the Franchised Premises, including but not limited to any sales and property taxes, as well as any taxes based on the rent payable hereunder, including gross receipts taxes. During the term, Milestone shall be responsible for the timely payment of all taxes levied upon the Franchised improvements on the Franchised Premises.

c. Milestone shall at all times during the term of a Lease Agreement for a specific Site, at its own expense, maintain the Base Stations and the Franchised Premises in proper operating condition and maintain same in reasonably good condition, and will repair any damage except that caused by City, its agents or servants. Milestone shall keep the Franchised Premises and the Base Stations free of debris at all times. Milestone agrees that it will inspect the Franchised Premises and the Base Stations no less frequently than once every three months.

d. Milestone shall maintain the Franchised Premises at all times in compliance with City's rules and regulations and all governmental rules, regulations and statutes, whether currently in force or subsequently adopted, including, without limitation, those relating to the lighting and painting of the Base Stations, and requirements of the Federal Communications Commission (the "FCC"), the Federal Aviation Administration (the "FAA"), and other federal, state or local government authorities having jurisdiction over the Base Stations.

e. Milestone shall be solely responsible, at its sole cost and expense, for keeping the Monopoles at all times in reasonably good order, condition and repair, and in compliance with

all applicable laws, ordinances and rules. Milestone shall cause the Monopoles to be regularly inspected and preventative maintenance to be performed in accordance with the standards of the industry, but in no event less frequently than once every three (3) years. In no event shall City be required to maintain or repair the Monopoles, or pay or reimburse Milestone for any costs associated therewith.

f. If applicable, City shall be responsible for the maintenance and repair of any lighting fixtures installed by City (or by Milestone on behalf of City) on the Monopoles.

g. Milestone is responsible for constructing and maintaining any access driveways or roads that may be needed to provide access to its facilities. Any driveways and roadways installed on City or private property shall be installed according to City standards and maintained in a safe passable condition. Whenever Milestone fails to maintain a driveway or roadway in a safe condition, the City may notify Milestone of the need to do so and it is Milestone's responsibility to make necessary repairs or improvements. If Milestone fails to make the necessary repairs or improvements in a timely manner, the City may do so and bill Milestone for the actual and reasonable costs incurred by the City.

7. CONSTRUCTION BY MILESTONE:

a. Milestone shall use good faith and commercially reasonable efforts to obtain all necessary approvals, including, without limitation, those required by the FAA and the FCC, for construction and operation of the Base Stations. After obtaining the necessary permits and approvals therefor, Milestone, at its sole cost and expense, shall perform or cause to be performed all of the following work:

i. If applicable, replacing the existing light standard with a Monopole with a height up to one hundred fifty feet (150') above ground level. Milestone will remove the discarded light standard from the Site and deliver it where directed by City. Milestone shall rehang on the Monopole all equipment installed on the light standard, at the same height or such other height as City and Milestone shall mutually agree.

ii. Installing the utility and equipment compound with dimensions of 8 high' x ___' ___" wide x ___' ___" deep.

iii. At the request of City and the School System, if applicable, at the commencement of the term of a Lease Agreement for a specific Site, Milestone shall install a chain link or wood fence or brick and mortar fence, with a locked gate, or natural screening whichever material best matches nearby buildings around the facilities or at the City's and the School System's option, Milestone will install a chain link fence or natural screening on each side and on top of the Compounds or any other portion of the Base Stations.

iv. Subject to City's approval thereof as provided in Section 7d hereof, performing or causing to be performed all other improvements and work associated with the work described above that may lawfully be required by the City of Lynchburg or any other governmental body or official having jurisdiction, as part of or in connection with the work described above.

v. As provided by the City's Zoning Ordinance, all landscaping on parcels containing towers or monopoles, antenna support structures, or telecommunications facilities shall be designed to screen the tower, antenna support structure, and telecommunications facilities to a height of at least six (6) feet from grade. This requirement may be waived at the discretion of the inspections division if the base of the tower and facilities to be screened are not located in and not visible from any business or residential districts or visible from public streets. All landscaping on sites containing towers, antenna support structures, or telecommunications facilities shall be designed to screen the tower, antenna support structure, and telecommunications facilities to a height of at least six (6) feet from grade. This requirement may be waived at the discretion of the inspections division if the base of the tower and facilities to be screened are not located in and not visible from any business or residential districts or visible from public streets. All landscaping must be continually maintained in a healthy and attractive manner.

b. Milestone's agreement to perform or cause to be performed at its expense all of the work described above, all at Milestone's cost and expense, shall be construed broadly to provide for all costs and liabilities of such work, whether or not such costs are anticipated and without regard to Milestone's present estimates for the cost of same, so that all of such work is fully and properly performed and paid for by Milestone, and upon completion of same the Site, as altered by such work, is as fully functional and suitable for continued use by City as it was prior to the start of Milestone's work. Accordingly, the phrase "all work" shall include, without limitation, all of the following work, and Milestone's promise to pay for such work shall include, without limitation, all of the costs and liabilities associated with the following all labor and materials; design work; legal and professional fees of Milestone's consultants; permit drawings and materials; construction costs; construction equipment and materials; utilities extension or relocation; provision of protective fencing and other safety measures; maintenance; removal of construction related debris from the Site; liability, property and workers' compensation insurance premiums; bond fees; development and construction permits; inspections and approvals; replacement or relocation of landscaping; re-paving or re-striping of any damaged or disturbed paved areas whether for traffic control, parking or otherwise; relocation, replacement or provision of new safety and traffic/directional signage; connection of new sidewalks, drives, parking areas and other facilities to City's existing facilities; and the repair and restoration of any item, place or thing required as a result of any damage to the Site caused in the prosecution of the work contemplated by this Franchise Agreement or a Lease Agreement for a specific Site.

c. Milestone shall cause construction of the Base Stations (other than components which may be constructed by any future Carrier) to be commenced as soon as practicable after receipt of all necessary permits and approvals and to be completed within a reasonable time thereafter, not to exceed twelve (12) months from the date Milestone obtains all required governmental approvals, certificates and permits, excepting periods of delay caused by *force majeure*. Once its work on the Base Stations is initiated, Milestone shall diligently and continuously prosecute such work to final completion (including obtaining all required inspections and approvals) in a timely manner in accordance with a schedule to be agreed upon in advance by City and Milestone (the "Initial Construction Schedule"). Such schedule shall limit construction activities to such days and times as City may require to avoid any material and adverse impacts on the use and operation of the Sites. Milestone shall keep City fully apprised of any events that might impact the Initial Construction Schedule.

d. The Base Stations, and each component thereof constructed by Milestone, shall be constructed by Milestone in a good and workmanlike manner and in accordance with the plans, drawings and specifications prepared and provided by Milestone for City's prior review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Construction and installation of the Base Stations by Milestone shall be in compliance with all applicable rules and regulations including, without limitation, the customary specifications and requirements of City and those of the Occupational Safety and Health Administration ("OSHA"), the FCC, the FAA, and regulations of any governmental agency (town, county, state or federal) including, but not limited to the applicable requirements of the local planning and zoning and building, electrical, communications and safety codes of the City. Milestone, at its sole cost and expense, shall secure all necessary permits and approvals required to permit the construction and operation of the Base Stations. City agrees to cooperate reasonably with Milestone in any necessary applications or submissions required to permit construction and operation of Milestone's Base Stations as described herein, provided that City shall be reimbursed for all reasonable expenses incurred in providing such cooperation within thirty (30) days of incurring the expenses, and provided further that obtaining Milestone's permits, certificates and approvals shall not result in the imposition of any material restrictions or limitations or adverse impacts on the Sites or City's use, operation improvement or redevelopment thereof. All of Milestone's work and facilities shall be installed free of mechanics', materialmen's and other liens, and claims of any person. Milestone agrees to defend, with counsel approved by City, and to indemnify and save City harmless, from all loss, cost, damage or expense including, without limitation, reasonable attorneys' fees, occasioned by or arising in any connection with the work contemplated by this Franchise Agreement, and shall bond off or discharge any such liens or other claims within thirty (30) days after written notice from City.

e. Prior to commencing any activities on the Sites pursuant to this Franchise Agreement, Milestone shall provide City with evidence satisfactory to City that Milestone and its contractors and agents who will be working on the Sites are covered by insurance as required by Section 14 hereof.

f. Milestone shall, upon City's request, fence and buffer the Base Stations and/or the Franchised Premises or any portion thereof. In addition, in the event a Base Station is to be constructed near any existing structure or structures on a Site, Milestone shall, prior to commencing any such construction, provide City, at its request, with a report prepared by an independent third-party professional engineer confirming the structural integrity of the existing structure or structures following the construction of the Base Station.

g. Milestone shall restore in compliance with the Federal Americans with Disabilities Act (and any state or local law counterpart or implementation thereof) any of City's facilities physically altered by Milestone's work.

h. Milestone shall be allowed to make further additions and improvements to the Base Stations or the Monopoles within the Franchised Premises without first obtaining City's written consent.

i. It is understood by Milestone that before constructing any Monopole and Base Station on a specific Site, Milestone will have to obtain the needed zoning approvals from the City.

8. OPERATION OF BASE STATION:

a. Milestone and the Carriers shall operate the Base Stations in strict compliance with all applicable statutes, codes (including the City's Zoning Ordinance), rules, regulations, standards and requirements, whether currently in force or subsequently adopted, of all federal, state and local governmental, authorities and agencies including, without limitation, OSHA (including, without limitation, OSHA regulations pertaining to RF radiation), the FCC and the FAA, as well as such reasonable rules and regulations which City may publish for the Sites from time to time. Milestone has the responsibility of carrying out the terms of its FCC license in all respects, including, without limitation, those relating to supporting structures, lighting requirements and notification to FAA. Milestone, prior to constructing the Base Stations, shall have, and shall deliver to City, copies of all required permits, leases, licenses and consents to construct and operate the Base Stations. In the event that the operation of any of the Base Stations violates any of the terms or conditions of this Franchise Agreement, Milestone agrees to suspend operation of such Base Station within twenty-four (24) hours after notice of such violation and not to resume operation of the Base Station until such operation is in strict compliance with all of the requirements of this Franchise Agreement. Milestone shall be responsible for ensuring that each Carrier complies with the terms of this Section 8.

b. Other than with respect to entries established pursuant to the Initial Construction Schedule, and prior to any entry upon the Franchised Premises, Milestone shall provide not less than two (2) business days prior notice to City which notice shall specify the type of work or other activities that are to be performed or undertaken on the Franchised Premises or which may impact the Sites. Milestone further agrees and covenants that the Base Stations, transmission lines and appurtenances thereto, and the construction, installation, maintenance, operation and removal thereof, will in no way damage City's property or materially interfere with the use of the Site by City, its successors and assigns. Notwithstanding the foregoing, Milestone agrees (i) to repair any damage Milestone directly caused to the Sites or the Franchised Premises, including, but not limited to, any damage to utility lines, drains, waterways, pipes, grass fields or paved surfaces by such installation, construction, maintenance, operation or removal to the condition the Sites or the Franchised Premises were in immediately prior to such damage, (ii) that any repair work undertaken on the Sites or the Franchised Premises shall be completed as soon as possible after the occurrence of such damage, and (iii) that it shall be responsible for the full and timely payment of any actual and reasonable costs incurred in connection with the repairs described in clauses (i) and (ii) of this sentence.

9. PERMITS AND SITE SPECIFICATIONS:

It is understood and agreed by the parties that Milestone's ability to use the Franchised Premises is contingent upon its obtaining after execution of a Lease Agreement for a specific Site, all of the certificates, permits and other approvals that may be required by federal, state or local authorities for Milestone's use of the Franchised Premises as set forth in this Franchise

Agreement. Milestone shall use all reasonable efforts promptly to obtain such certificates, permits and approvals, at Milestone's sole expense. City will cooperate reasonably with Milestone at Milestone's sole cost and expense, in its effort to obtain such approvals. In the event any such applications should be finally rejected or any certificate, permit, lease, license or approval issued to Milestone is canceled, expires or lapses, or is otherwise withdrawn or terminated by governmental authority, or soil boring tests are found to be unsatisfactory so that Milestone will be unable to use the Franchised Premises for the purposes set forth herein, either Milestone or City shall have the right to terminate the lease for that particular Site by giving the other party thirty (30) days' prior notification of termination within sixty (60) days after the date of the event which is the basis of termination. Upon such termination, the parties shall have no further obligations for charges and liabilities which accrue after the effective date of termination under such lease, including the payment of monies, to each other except as otherwise provided herein, but Milestone shall be liable to restore the Franchised Premises in accordance with Section 4b.

10. INDEMNIFICATION:

Milestone shall defend, with counsel acceptable to City, and indemnify and hold harmless, City from all losses, costs, claims, causes of actions, demands and liabilities arising from (a) any event of default by Milestone under this Franchise Agreement; (b) any misrepresentation by Milestone contained in this Franchise Agreement and/or any breach of any warranty contained in this Franchise Agreement; and (c) any occurrence, of any kind or nature, arising from (i) Milestone's or any Carrier's construction, installation, maintenance, repair, operation, replacement or removal of the Base Stations or any other equipment, or any other activities of Milestone or any Carrier on the Sites or the Franchised Premises of any kind or nature, (ii) the condition of the Base Stations or the Franchised Premises and (iii) any personal injury, death, or accident caused by Milestone's or any Carrier's use, operation or maintenance of the Franchised Premises, the Sites, the Base Stations, or any equipment or antennas contained therein or on the Monopole or the Franchised Premises. Such indemnification shall include the actual, reasonable and documented cost of investigation, all expenses of litigation, and the cost of appeals, including, without limitation, attorneys' fees and court costs, and shall be applicable to Milestone's and each Carrier's activities on the Sites and the Franchised Premises whether prior to the Commencement Date or after the termination of this Franchise Agreement. In addition to the City, City's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers and guests shall be beneficiaries of Milestone's indemnification.

11. BOOKS AND RECORDS

To the extent necessary to determine Milestone's compliance with this Franchise Agreement or to carry out the City's authority to manage its property, Milestone shall make available to the City for inspection, examination and/or audit upon reasonable prior notice to Milestone, such complete and accurate books of account, records, documents and other information as the City may reasonably need with respect to any sublease, including, without limitation, books of account, records, documents and other information adequate to enable

Milestone to demonstrate, at all times throughout the Term that it is, and has been, in compliance with each term and condition of this Franchise Agreement. If the inspection, examination and/or audit reveals a discrepancy of greater than 3%, then in addition to the late charges and penalties due hereunder Milestone shall reimburse the City for all reasonable and actual costs associated with the inspection, examination and/or audit.

12. INTERFERENCE:

Milestone agrees to install (and shall cause each Carrier to install) equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications existing on City's property as of the date of this Franchise Agreement (so long as reasonably prevalent). All such equipment shall fully comply with all FCC, FAA, OSHA and other governmental (whether federal, state, or county) rules and regulations. In the event Milestone's or any Carrier's equipment causes such interference, Milestone agrees it will take all steps necessary, or shall cause all such steps to be made, to correct and eliminate the interference consistent with all government rules and regulations upon receipt of written notification of the interference. Milestone shall be obligated, and shall cause each Carrier, to correct the problem of interference within forty-eight (48) hours of receipt of written notice from City. If the interference is not corrected within such forty-eight (48) hour period, City shall have the right, or shall have the right to cause Milestone, to disconnect or terminate power to any interfering equipment or turn such equipment off (other than for short tests to determine the nature of the interference, provided that City reasonably approves of such tests in advance). Thereafter, such interfering Carrier may attempt to correct such interference, which may include reactivating the equipment or restoring power thereto, provided that City reasonably approves of such reactivation or restoration in advance, for a period of one hundred and twenty (120) days. If such interference cannot be cured within such one hundred and twenty (120) period, City shall have the right, or shall have the right to cause Milestone to, immediately remove the interfering equipment from the Monopole. Notwithstanding the forgoing, and to the extent any City approved test requires the facilitation or cooperation of City, City agrees, subject to the other provisions hereof, to act reasonably with such facilitation or cooperation.

13. EVENT OF DEFAULT:

a. Each of the following shall be an event of default by Milestone under this Franchise Agreement:

i. If the rent or any installment thereof shall remain unpaid after it becomes due and payable under a Lease Agreement for a specific Site, and is not paid within five (5) business days after City gives written notice of non-payment;

ii. If Milestone or its assigns shall fail or neglect to keep and perform any one of the terms of this Franchise Agreement and such failure or neglect continues for more than thirty (30) days (or such longer period as may be reasonable, provided Milestone is attempting a cure with all due diligence, not to exceed one hundred twenty (120) days plus any period of where cure is prevented by *force majeure*) after City gives written notice specifying the default;

iii. If Milestone abandons the Franchised Premises as a whole or abandons any Site for a period of more than twelve (12) consecutive months; and

iv. If Milestone files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved or makes an assignment for the benefit of creditors, or if involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Milestone are instituted against Milestone, or a receiver or trustee is appointed for all or substantially all of Milestone's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after institution or appointment.

v. If any final judgment or judgments in an aggregate amount (including interest and costs) of more than \$500,000.00 is entered against Milestone, and any such judgment or judgments shall not have been paid or otherwise discharged within sixty (60) days after all applicable appeal periods have terminated.

b. In the case of any event of default, City shall have the right to terminate this Franchise Agreement upon thirty (30) days notice and shall have any additional rights and remedies that may be available at law or in equity.

c. The foregoing notwithstanding, in the event of any such default by Milestone hereunder, such shall not provide City the right to attach, utilize, distrain upon or otherwise take possession of any equipment located on the Monopole or within a Base Station owned by any Carrier, and such shall at all times be free from any claim by City hereunder.

d. City may enforce any provision of this Franchise Agreement by self-help or an action for mandamus or injunction. If the City uses self-help to enforce any provision of this Franchise Agreement or to obtain possession after termination of this Franchise Agreement or a Lease Agreement for a specific Site, Milestone shall, upon demand, pay the City its reasonable and actual costs of obtaining possession and enforcing the provisions of this Franchise Agreement. If the City obtains a judgment, writ of mandamus, or an injunction to enforce any provision of this Franchise Agreement, Milestone shall pay the City its cost of litigation, including a reasonable attorney's fee and expert witness fees.

14. INSURANCE REQUIREMENTS:

a. All property of the Milestone, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, in and on the Franchised Premises shall be and remain at the sole risk of such party, and City shall not be liable to them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other reason, nor shall the City be liable for the interruption or loss to Milestone's business arising from any of the above described acts or causes. The City shall not be liable for any personal injury to the Milestone, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, arising from the use, occupancy and condition of the Franchised Premises unless such injury is caused by the gross negligence or willful act on the part of the City or its employees.

b. During the term, Milestone will maintain a policy of commercial general liability insurance insuring the City and Milestone against liability arising out of the use, operation or maintenance of the Franchised Premises and the installation, repair, maintenance, operation, replacement and removal of the Base Stations. The insurance will be maintained for personal injury and property damage liability, adequate to protect City against liability for injury or death of any person in connection with the use, operation and condition of the Franchised Premises, and to insure the performance of Milestone's indemnity set forth in Section 10, in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence/aggregate. During the term, Milestone shall also maintain workers' compensation and employers' liability insurance, and such other insurance relating to the installation, repair, maintenance, operation, replacement and removal of the Base Stations, and the ownership, use, occupancy or maintenance of the Franchised Premises as City may reasonably require. The limits of the insurance will not limit the liability of Milestone. If the Milestone fails to maintain the required insurance the City may, but does not have to, maintain the insurance at Milestone's expense. The policy shall expressly provide that it is not subject to invalidation of the City's interest by reason of any act or omission on the part of Milestone.

c. Insurance carried by Milestone will be with companies acceptable to the City. Milestone will deliver to the City certificate evidencing the existence and amounts of the insurance. The policies required by this Agreement shall require that Milestone and/or the Carrier Sublease holder must give the City ten (10) calendar days advance written notice of any cancellation, nonrenewal, or modification of coverage, and a binder or certificate verifying new coverage in accordance with the requirements herein prior to any change, cancellation or nonrenewal date. In the event of such cancellation or nonrenewal notice, Milestone and/or the Carrier Sublease holder shall obtain, pay all premiums for the renewal or replacement of the insurance required hereunder. Milestone shall, at least sixty (60) days prior to the expiration of the policies, furnish City with renewals or "binders" for the policies, or City may order the required insurance and charge the cost to Milestone.

d. Milestone will not knowingly do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by City or Milestone. If Milestone does or permits any Increased Risk which directly causes an increase in the cost of insurance policies, then Milestone shall reimburse City for additional premiums directly attributable to any act, omission or operation of Milestone causing the increase in the premiums. Payment of additional premiums will not excuse Milestone from termination or removing the Increased Risk unless City agrees in writing. Absent agreement, Milestone shall promptly terminate or remove the Increased Risk.

e. The City shall be named as an "additional insured" on Milestone's liability policies and it shall be stated on all required policies that this coverage "is primary to all other coverage the City may possess."

f. Notwithstanding any provisions herein to the contrary, Milestone waives all rights to recover against City for any loss or damage arising from any cause covered by any insurance required to be carried by Milestone pursuant to this Section 14, or any other insurance actually carried by Milestone. Milestone will request its insurers to issue appropriate waiver of

subrogation rights endorsements to all policies of insurance carried in connection with the Franchised Premises.

g. All insurance required by this Section 14 shall be written by insurers, in such forms, and shall contain such terms, as City may reasonably require.

h. Any deductible or self-insured retention applicable to required coverages shall be paid by Milestone and the City shall not be required to participate therewith.

i. The insurance required of Milestone herein shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of the insurance required of Milestone and shall not contribute therewith.

j. Milestone's liability to the City shall not be limited to the amounts of the insurance coverage provided herein.

k. Notwithstanding any of the other provisions of this Franchise Agreement, Milestone's failure to maintain the required insurance coverage throughout the term of this Agreement or the failure of Milestone to deliver a new and valid binder or certificate verifying coverage is grounds for the immediate termination of this Agreement without prior notice.

l. Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

15. HAZARDOUS MATERIALS:

a. Neither Milestone nor any Carrier shall cause or permit any hazardous or toxic wastes, substances or materials (collectively, "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Franchised Premises (collectively "Hazardous Materials Activities") without first receiving City's written consent, which may be withheld for any reason whatsoever and which may be revoked at any time, and then only in compliance (which shall be at Milestone's sole cost and expense) with all applicable legal requirements and using all necessary and appropriate precautions. Milestone shall indemnify, defend with counsel acceptable to City and hold City harmless from and against any claims, damages, costs and liabilities, including court costs and legal fees, arising out of Milestone's or Carrier's Hazardous Materials Activities on, under or about the Franchised Premises, regardless of whether or not City has approved Milestone's Hazardous Materials Activities. For the purposes of this Franchise Agreement, Hazardous Materials shall include but not be limited to oil, radioactive materials, PCBs, and substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq.; and Resources Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., and those substances defined as "hazardous wastes" in the regulations adopted and publications promulgated pursuant to said laws. Subject to the foregoing provisions of this Section, Milestone shall, prior to the Commencement Date, submit to City for City's review and approval, a list of Hazardous Materials Activities, including types and quantities, which list to the extent approved by City shall be attached as an exhibit to each

Lease Agreement. Prior to conducting any other Hazardous Materials Activities, City shall update such list as necessary for continued accuracy. City shall also provide Milestone with a copy of any Hazardous Materials inventory statement required by any applicable legal requirements. If Milestone's activities violate or create a risk of violation of any legal requirements, Milestone shall cease such activities immediately upon notice from City. City, City's representatives and employees may enter the Franchised Premises at any time during the term to inspect Milestone's compliance herewith, and may disclose any violation of legal requirements to any governmental agency with jurisdiction. The provisions of this Section 15 shall survive termination or expiration of the term of this Franchise Agreement.

b. City acknowledges that Milestone's equipment cabinets shall contain batteries for back-up power and that, provided Milestone's use of same is in compliance with this provision, the presence of such batteries does not violate this provision if such batteries comply with all laws, regulations and ordinances relating to Hazardous Materials.

c. Milestone will immediately notify City and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Franchised Premises or compliance with environmental laws. Milestone shall promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of City. Milestone will keep the Franchised Premises free of any lien imposed pursuant to any environmental laws.

d. City shall have the right at all reasonable times and from time to time to conduct environmental audits of the Franchised Premises, and Milestone shall cooperate in the conduct of those audits. The audits may be conducted by City or a consultant of City's choosing, and if any Hazardous Materials generated, stored, transported or released by Milestone are detected or if a violation of any of the representations or covenants in this Section 15 is discovered, the fees and expenses of such consultant will be borne by Milestone.

e. If Milestone fails to comply with any of the foregoing representations and covenants, City may cause the removal (or other cleanup acceptable to City) of any Hazardous Materials from the Franchised Premises. The actual and reasonable costs of removing Hazardous Materials and any other cleanup (including transportation and storage costs) shall be reimbursed by Milestone promptly after City's demand and will be additional rent under this Franchise Agreement. Milestone will give City access to the Franchised Premises to remove or otherwise clean up any Hazardous Materials. City, however, has no affirmative obligation to remove or otherwise clean-up any Hazardous Materials, and this Franchise Agreement will not be construed as creating any such obligation.

f. Notwithstanding the foregoing, City represents and warrants that to the best of its knowledge and belief there are no Hazardous Materials on, in or under the Franchised Premises. City covenants not to bring onto the Franchised Premises any Hazardous Materials.

16. NO PARTNERSHIP:

Nothing contained in this Franchise Agreement shall be deemed or construed to create a partnership or joint venture of or between City and Milestone, or to create any other relationship between the parties hereto other than that of City and Milestone.

17. NOTICES:

All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given three (3) days after the date when mailed by the United States Postal Service by First Class, Registered or Certified Mail, postage prepaid, or upon receipt when delivered by nationally recognized overnight courier or hand delivery, and addressed to the City as follows:

City of Lynchburg
900 Church Street
Lynchburg, VA 24504
Attn: City Manager

with a copy, which will not constitute notice to:

Public Works Department
17000 Memorial Avenue
Lynchburg, VA 24501
Attn: Director of Public Works

and to Milestone as follows:

Milestone Communications
12110 Sunset Hills Road, Suite 100
Reston, Virginia 20190
Attn: Leonard Forkas, Jr.

with a copy, which will not constitute notice to:

Cooley LLP
11951 Freedom Drive
Reston, Virginia 20190
Attn: John G. Lavoie, Esquire

and to the Lynchburg School System if applicable:

Lynchburg City Schools
915 Court Street
P. O. Box 2497
Lynchburg, VA 24504
Attn: Superintendent

with a copy, which will not constitute notice to:

Lynchburg City Schools
915 Court Street
P. O. Box 2497
Lynchburg, VA 24505
Attn: Assistant Superintendent for Operations & Administration

or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

18. ASSIGNMENT OR SUBLETTING; FINANCING:

a. Milestone may assign this Franchise Agreement, without City's consent, to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Milestone; (ii) shall merge or consolidate with or into Milestone; (iii) shall succeed to all or substantially all the assets, property and business of Milestone; (iv) in which Milestone Communications Management III, Inc. or a wholly owned affiliate of Milestone Communications Management III, Inc. is at all times the general partner; or (v) has an adjusted net worth (determined in accordance with generally accepted accounting principles consistently applied) of at least \$200,000,000. Any assignment as a result of a merger or consolidation under paragraphs (i), (ii), (iii) and (iv) above, must be to an entity into which Milestone is merged or consolidated and such entity shall have a tangible net worth equal to or greater than Milestone as of the date of this Agreement and such entity shall be fully bound by the all of the terms and conditions of this Agreement. In the event of such an assignment or sublease, Milestone shall provide to City at least ten (10) days before the proposed transfer (a) the name and address of the assignee; (b) a document executed by the assignee by which it acknowledges the assignment and assumption of all of Milestone's obligations hereunder; and (c) such other information regarding the proposed assignee as shall be reasonably requested by City. Milestone may also, without City's consent, sublease or lease portions of space on the Monopole and within the Base Station to Carriers in accordance with and subject to the terms and conditions of Section 18b hereof. Such assignee shall each be fully and primarily liable for the obligations of "Milestone" hereunder. Notwithstanding anything to the contrary contained herein, Milestone shall not sell the Monopole until after the date that is thirty-six (36) months after the date construction is commenced on the Site without the prior consent of City.

b. Milestone may, without City's prior consent, sublease or lease space on the Monopoles or within the Compounds to Carriers under and subject to the terms of this Section 18. Specifically, Milestone shall be entitled to sublease or lease space on the Monopoles or in the Compounds without City's prior approval provided that (a) the Carrier Subleases shall be in a form utilized by Milestone in the ordinary course of Milestone's business, which may not be altered, modified, revised, amended or otherwise changed without City's prior written approval which may be withheld in City's sole discretion, (b) the sublessee is an Approved Carrier (as defined below), (c) no event of default exists hereunder, (d) the term of the Carrier Sublease Agreement does not exceed the term of this Franchise Agreement and (e) Milestone submits an engineering report to City definitively showing that the Monopole is capable of supporting the proposed Carrier. Otherwise, any Franchise Agreement, sublease, lease or other occupancy agreement with respect to any Site shall be in form approved by City, which approval may be given or withheld in City's sole and absolute discretion. As used herein, the term "Approved Carrier" shall mean a telecommunications service provider licensed by the F.C.C. and any other governmental agencies for which approval is needed to conduct such company's business.

c. The termination of a Lease Agreement for a specific Site shall automatically terminate all Carrier Subleases that are applicable to same Site; provided, however, that City agrees that, provided that Milestone has complied with the provisions of Section 18 hereof, upon a termination hereof as a result of Milestone's default hereunder, and the failure by any Mortgagee (as defined in Section 18e. hereof) to either succeed to Milestone's interest hereunder or to enter into a new a Lease Agreement for a specific Site with City in accordance with the

terms of an Approved Financing Agreement (as defined in Section 18e. hereof), City shall provide such Carrier the opportunity to continue such Carrier's occupancy of the Monopole for the unexpired term of the Carrier Sublease (including any renewals) at the same rental rate contained in its Carrier Sublease under terms and conditions required by City in its sole and absolute discretion including, but not limited to, that (i) Carrier is not in default under the Carrier Sublease; (ii) upon request by City, Carrier will provide to City a certified true and correct copy of the Carrier Sublease; (iii) there have been no modifications, amendments or assignments of the Carrier Sublease; (iv) Carrier agrees, in writing, that City shall not be liable for any act or omission of Milestone under the Carrier Sublease; (v) Carrier executes within thirty days of receipt from City, City's then standard form of lease agreement; (vi) upon execution of such lease agreement, Carrier posts with City a security deposit in the amount of two (2) months' rent under the Carrier Sublease and (vii) City obtains ownership of the Monopole.

d. Milestone shall cause the Carriers to comply with, and not violate, the terms and conditions of this Franchise Agreement. Milestone shall enforce all of the terms and provisions of any Carrier subleases, leases or other similar documents (each, a "Carrier Sublease"). Without limiting the generality of the foregoing, Milestone shall exercise any or all of its rights and remedies under the Carrier Sublease immediately if requested to do so by City. Milestone shall, at its sole cost and expense, perform all obligations of the landlord under the Carrier Sublease. City shall have no liability whatsoever under the Carrier Sublease.

e. Milestone shall not grant a security interest in this Franchise Agreement to any party unless, by separate written agreement between the parties, City gives its consent to do so. The separate written agreement shall be an "Approved Financing Agreement" for purposes of this Franchise Agreement and the secured party shall be a "Mortgagee" for purposes of this Franchise Agreement

19. ACCESS AND INSPECTIONS:

City shall have full access to the Franchised Premises and the Base Stations for operating, repairing, removing, installing and otherwise working with communications equipment owned by City or any third party permitted to use the Base Station pursuant to this Franchise Agreement or a Lease Agreement for a specific Site. In addition, Milestone shall allow City, upon prior notification to Milestone, or without notice in the event of any emergency, to enter the Franchised Premises or any part thereof at any reasonable time and in a manner so as not to interfere more than reasonably necessary with Milestone's use of the Base Stations, for the purpose of inspecting the Franchised Premises. Milestone shall at all times provide the City copies of all keys needed to unlock all of the gates and locks to the fences to the Compounds or in the Franchised Premises.

20. QUIET ENJOYMENT:

Milestone shall be entitled to use and occupy the Franchised Premises during the term hereof for the purposes herein permitted and subject to the terms and conditions herein contained, without molestation or interference by City. City may, however, without the requirement for payment of any compensation to Milestone, lease one (1) platform on the

Monopole on each Site to governmental entities (which lease shall include a ground location for City to construct a facility to install its ground based facilities appurtenant thereto), provided that the transmissions do not interfere with those of any Carrier on the Site (or under a letter of intent) at the time such lease is granted, and further, City shall be entitled to lease space within a Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale).

21. DAMAGE AND DESTRUCTION:

a. If the Franchised Premises or a Base Station are damaged or destroyed by reason of fire or any other cause, or if damage to the Franchised Premises or a Base Station causes damage to portions of a Site or other property of City, Milestone will immediately notify City and will promptly repair or rebuild the Base Station, incidental improvements, and other damage to City's property to its condition immediately prior to such damage, at Milestone's expense.

b. Monthly rent and additional rent will not abate pending the repairs or rebuilding except to the extent to which City receives a net sum as proceeds of any rental insurance, or continues to receive income from Carrier Sublease Agreements.

c. If at any time the Franchised Premises or a Base Station are so damaged by fire or otherwise that the cost of restoration exceeds fifty percent (50%) of the replacement value of the Base Station immediately prior to the damage, Milestone may, within thirty (30) days after such damage, give notice of its election to terminate the Lease Agreement for that specific Site and, subject to the further provisions of this Section 21, such Lease Agreement will cease on the tenth (10th) day after the delivery of that notice. Monthly rent will be apportioned and paid to the time of termination. If a Lease Agreement for a specific Site is so terminated, Milestone will have no obligation to repair or rebuild. Notwithstanding the foregoing, if Milestone elects to terminate a specific Lease Agreement, Milestone shall be required to comply with the provisions of Section 4b with respect removing and dismantling each component of the Base Station and returning the Franchised Premises to the condition stated in such section.

22. CONDEMNATION:

If all or any part of a specific Site is taken by eminent domain or sale in lieu thereof, and if said taking or sale renders the Site unusable for its intended purpose hereunder, then, at City's or Milestone's option, the Lease Agreement for that specific site may be terminated upon sixty (60) days prior written notice to the other party and there will be no further payment of rents for such Site except that which may have been due and payable at the time of said taking or sale. In the event of a partial taking or sale of a Site and Milestone, subject to mutual agreement with City, wishes to maintain its operation, Milestone may continue to use and occupy the Compound and Franchised Premises under the terms and conditions hereunder, provided City's and Milestone's obligations under this Franchise Agreement are not otherwise altered, and provided Milestone, at its sole cost, restores so much of the Base Station and Franchised Premises as remains to a condition substantially suitable for the purposes for which it was used immediately before the taking. Upon the completion of restoration, City shall pay Milestone the lesser of the

net award made to City on account of the taking (after deducting from the total award attorneys', appraisers', and other costs incurred in connection with obtaining the award), or Milestone's actual out-of-pocket cost of restoring the Franchised Premises, and City shall keep the balance of the net award. In connection with any taking subject to this Section, Milestone may prosecute its own claim, by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Milestone was entitled to remove and moving expenses) only so long as Milestone's award does not diminish or otherwise adversely affect City's award.

23. SALE OF SITE:

Any sale by City of all or part of the Franchised Premises to a purchaser other than Milestone shall be under and subject to this Franchise Agreement and Milestone's right hereunder. City shall be released from its obligations under this Franchise Agreement in the event of a sale and the assignee assumes City's obligations hereunder (including the recognition of Milestone's rights hereunder).

24. GOVERNING LAW:

The execution, performance and enforcement of this Franchise Agreement shall be governed by the laws of Commonwealth of Virginia without application of conflicts of law principles. Any legal action or proceeding with respect to this Agreement or any document related hereto or thereto shall be brought in the courts of the State of Virginia in the City of Lynchburg and in no other courts.

25. MISCELLANEOUS:

This Franchise Agreement plus any Exhibits that may be attached hereto contain the entire agreement between the parties and may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this Franchise Agreement. The invalidation of any one of the terms or provisions of this Franchise Agreement by judgment or court order shall in no way affect any of the other terms of this Franchise Agreement which shall remain in full force and effect. City and Milestone agree to execute any additional documents necessary to further implement the purposes and intent of this Franchise Agreement. Time is of the essence with respect to each provision of this Franchise Agreement. The headings contained in this Franchise Agreement are to facilitate reference only, do not form a part of this Franchise Agreement, and shall not in any way affect the construction or interpretation hereof. Terms such as "hereby," "herein," "hereof," "hereinafter," "hereunder," and "hereto" refer to this Franchise Agreement as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. The term "may" is permissive; the terms "shall" and "will" are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires. Nothing in this Franchise Agreement is intended to interfere with any tariffs, contracts or other arrangements between the Milestone and a third party or between the City and a third party, or to create any third party beneficiary rights.

26. BINDING EFFECT:

This Franchise Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. CITY'S RIGHT TO PERFORM:

If Milestone fails to perform any obligations under this Franchise Agreement beyond all applicable notice and cure periods, City shall be entitled, but shall not be obligated, to perform any or all of such obligations and any actual and reasonable cost of performing same shall be payable by Milestone to City upon written demand as additional rent hereunder. Any actual and reasonable amounts so incurred by City and not repaid by Milestone within thirty (30) days after demand shall bear interest at a rate of ten percent (10%) per annum.

28. HOLDING OVER:

If Milestone remains in possession of the Franchised Premises after the end of a Lease Agreement for a specific Site, Milestone will occupy the Franchised Premises as a Milestone from month to month, subject to all conditions, provisions, and obligations of this Franchise Agreement and the Lease Agreement in effect on the last day of the term.

29. ESTOPPEL CERTIFICATES:

Within no more than two weeks after written request by either party, the other will execute, acknowledge, and deliver a certificate stating:

- a. that the Franchise Agreement is unmodified and in full force and effect, or, if this Franchise Agreement is modified, the way in which it is modified accompanied by a copy of the modification agreement;
- b. the date to which rental and other sums payable under this Franchise Agreement have been paid;
- c. that no notice has been received of any default which has not been cured, or, if the default has not been cured, what such party intends to do in order to effect the cure, and when it will do so;
- d. (if from Milestone) that Milestone has accepted and occupied the Franchised Premises;
- e. (if from Milestone) that Less has no claim or offset against City, or, if it does, stating the date of the assignment and assignee (if known to Milestone); and
- f. other matters as may be reasonably requested.

Any certificate may be relied upon by any prospective purchaser, lender or other person with a bona fide interest in the Franchised Premises.

30. NO WAIVER:

No waiver of any condition or agreement in this Franchise Agreement by either City or Milestone will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by City during the term of this Franchise Agreement will be deemed an acceptance of surrender of the Franchised Premises, and no agreement to accept the surrender will be valid unless in writing signed by City. The delivery of Milestone's keys to City will not constitute a termination of this Franchise Agreement unless City has entered into a written agreement to that effect. No payment by Milestone, or receipt from City, of a lesser amount than the rent or other charges stipulated in this Franchise Agreement will be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent will be deemed an accord and satisfaction. City will accept the check for payment without prejudice to City's right to recover the balance of the rent or to pursue any other remedy available to City.

31. AUTHORITY:

Each of the persons executing this Franchise Agreement on behalf of Milestone warrants to City that Milestone is a duly organized and existing corporation under Delaware law, that Milestone is authorized to do business in the State of Virginia, that Milestone has full right and authority to enter into this Franchise Agreement, and that each and every person signing on behalf of Milestone is authorized to do so. Upon City's request, Milestone will provide evidence satisfactory to City confirming these representations.

City and the person executing and delivering this Franchise Agreement on City's behalf each represents and warrants to Milestone that such person is duly authorized to so act and has the power and authority to enter into this Franchise Agreement; and that all action required to authorize City and such person to enter into this Franchise Agreement has been duly taken.

32. LIMITED LIABILITY:

Milestone's sole recourse against City, and any successor to the interest of City in the Franchised Premises, is to the interest of City, and any successor, in the Franchised Premises. Milestone will not have any right to satisfy any judgment which it may have against City, or any successor, from any other assets of City, or any successor, or from any of City's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers, or guests. In no event shall City be liable for consequential or punitive damages, economic losses or losses derived from future expected revenues. The provisions of this Section 32 are not intended to limit Milestone's right to seek injunctive relief or specific performance.

33. RECORDATION:

Milestone may record, at Milestone's expense, a memorandum or short form hereof in the form attached to the form Lease Agreement (which is attached hereto as Exhibit A).

IN WITNESS WHEREOF, the parties hereto executed this Franchise Agreement in two parts on the dates indicated.

[SIGNATURES ON FOLLOWING PAGE]

CITY:

CITY OF LYNCHBURG

By: _____
Name: L. Kimball Payne
Its: City Manager
Date: _____


MILESTONE:

MILESTONE COMMUNICATIONS
MANAGEMENT III, INC., a Delaware corporation

By: _____
Name: Leonard Forkas, Jr.
Its: President
Date: _____

CITY:

CITY OF LYNCHBURG

By: 
Name: L. Kimball Payne
Its: City Manager
Date: 9/11/13

MILESTONE:

MILESTONE COMMUNICATIONS
MANAGEMENT III, INC., a Delaware corporation


By: 
Name: Leonard Forkas, Jr.
Its: President
Date: 9.9.13

EXHIBIT A
to the Franchise Agreement
FORM LEASE AGREEMENT
[Attached]

567522 v3/RE

Form of Lease Agreement

SITE: _____

THIS LEASE AGREEMENT (hereinafter, the "Lease"), made and entered into this ___ day of _____, 2013, by and between the CITY OF LYNCHBURG, a Municipal Corporation of the Commonwealth of Virginia, with an address of 900 Church Street, Lynchburg, VA, 24504, herein referred to as the "City," and MILESTONE COMMUNICATIONS MANAGEMENT III, INC., a Delaware corporation, with an address of 12110 Sunset Hills Road, Suite 100, Reston, VA 20190, herein referred to as "Milestone," [and LYNCHBURG CITY SCHOOLS (herein referred to as the "School") as applicable] recites and provides as follows:

RECITALS

1. City is the owner of the parcel of improved real estate located in Lynchburg, Virginia known as City of Lynchburg Tax Map Parcel _____ and described in Exhibit A attached hereto and incorporated herein by reference (the "Site"). The Site is presently operated by City as a _____. [Insert as applicable: The Site is leased by the School and the School joins this Lease to evidence the School's consent to this Lease. Is it agreed that where consent or notice is required under this Lease by Milestone, Milestone will obtain consent and provide notice to both the City and the School, Milestone will include the School on any insurance policies required by this Lease and Milestone shall avoid any adverse impacts on the activities of the School as well as the City.]

2. City and Milestone are parties to that certain City-wide Lease dated _____ (the "Master Franchise") pursuant to which the requirements of Virginia Constitution Article VII § 9 and Virginia Code § 15.2-2100 relating to the lease of this Site were satisfied.

3. Milestone is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and is duly authorized to do business in the City of Lynchburg, Virginia; and has all requisite power and authority to accept, execute, deliver and perform this Lease and all agreements entered into or delivered in connection with or as contemplated hereby.

4. Milestone intends to construct a free-standing monopole satisfying the requirements of this Lease and all applicable laws (the "Monopole"), and to lease from City land on which Milestone intends to construct an equipment compound of approximately _____ thousand _____ hundred and _____ (_____) square feet for the installation of equipment operated by Milestone or the Carriers (as defined below) on the Site (the "Compound"). Milestone intends to lease space on the Monopole and in the Compound to telecommunications or other wireless communications providers (the "Carriers" and each individually, a "Carrier") in

compliance with the terms hereof. Such Carriers may install antennas on the Monopole and construct equipment platforms (each, an "Equipment Platform") to support their communications equipment within the Compound (the Monopole, the Compound, each Equipment Platform and all antennas, dishes, lines, cables and other equipment or items shall collectively be referred to herein as the "Base Station" or "Facilities").

5. The parties now desire to set forth the terms pursuant to which City shall lease a portion of the Site to Milestone for the purposes just described.

NOW, THEREFORE, in reliance of the Recitals set forth above and for and in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. LEASE AGREEMENT:

a. Subject to and in accordance with the provisions of this Lease, City hereby leases to Milestone and Milestone hereby leases from City that space within the Site comprising ____ thousand ____ hundred and ____ (____) square foot parcel of ground and designated on Exhibit A-1 as the "Lease Area" (the "Lease Area") all as shown and described in Exhibit A-1 attached hereto, which, together with the Appurtenant Easements (defined in Section 2), shall be referred to collectively as the "Leased Premises." Subject to and in accordance with the provisions of this Lease, the City hereby grants to Milestone the nonexclusive right, privilege, franchise, and authority, to install, operate, and maintain a telecommunication Monopole and ground telecommunications equipment on the Site, and to lease space on the Monopole and the Leased Premises to Carriers.

b. Except for those portions of the Leased Premises that are fenced with the permission of City (which portions shall generally be the area immediately surrounding the Compound) and the actual space occupied by the Monopole (the "Exclusive Leased Premises"), the Leased Premises shall be demised to Milestone on a non-exclusive basis. City and its invitees, permittees, agents and contractors expressly reserve the right to have, and shall have, free and full use of the Non-Exclusive Leased Premises, including, without limitation, the right of pedestrian and vehicular ingress and egress over and through the Non-Exclusive Leased Premises in accordance with the terms hereof. City shall also have free and full access to the Monopole (at City's risk) for the purpose of maintaining, repairing and replacing any lights on the Monopole, to the extent it is required to do so. Without the prior written consent of City, Milestone shall not alter, relocate or modify the lights on the Monopole (if any). Milestone and Carriers shall erect no signs on the Site except on the Exclusive Leased Premises or with the City's prior express permission in writing. This Lease grants Milestone no right to use City-owned useable antenna support structures such as City-owned water tanks, buildings, etc. or other structures, facilities or equipment belonging to City except as expressly stated herein.

c. Milestone acknowledges that with the exception of the air space over the land actually occupied by the Monopole, the Leased Premises shall include the air rights over the land only to a height which is the lesser of ten (10) feet above the ground elevation or the bottom of the bleachers or other structure that is situated above the Leased Premises. City and Milestone

acknowledge that the exact location of the Leased Premises is, as of the date of the execution hereof, the parties current intent with respect thereto, however the final location may be subject to modification (by agreement of the City Manager and an authorized agent of Milestone) based upon the Milestone's governmental approval process. Milestone and City therefore each covenant and agree, subject to each party's approval as required in the immediately preceding sentence, to execute an addendum hereto at such time as the final location of the Leased Premises is determined in the event that such location differs from that as set forth on Exhibit A-1. **Milestone hereby accepts the Leased Premises "AS IS" and in their present condition without any representation or warranty of City except any that may be expressly set forth in this Lease.**

d. Notwithstanding the foregoing, Milestone acknowledges and agrees that it is solely responsible for performing all necessary due diligence regarding the Site and the Leased Premises, including confirming by way of a title report and examination that City holds legal title to the Site and that no matters affecting title to the Site prohibit, impair or require third party consent to the leasing of the Leased Premises to Milestone, the construction of the improvements contemplated hereunder or any other matter relating or pertaining to this Lease (the "Due Diligence Matters"). In no event shall City have any responsibility for or liability with respect to the Due Diligence Matters, all of which are hereby waived by Milestone. Milestone agrees to strictly comply, at its sole cost and expense, with all recorded documents, instruments and agreements affecting title to the Site, and defend, indemnify and hold harmless City against any cost, expense, claim, demand, obligation, cause of action or liability with respect to any violation thereof by Milestone or its agents or sublessees.

e. Until the termination or expiration of this Lease, title to the Monopole and the portions of the Base Station owned by Milestone shall remain with Milestone except that title to the Monopole and/or those portions of the Base Station owned by Milestone that City has required to remain on the Leased Premises shall, at the option of City, vest in City after the termination or expiration of this Lease, and Milestone agrees to promptly execute such further assurances thereof as shall be requested by City.

2. EASEMENTS SERVING LEASED PREMISES:

a. City hereby grants to Milestone such easements as may be needed to install, operate, and maintain telecommunication Monopole and ground telecommunications equipment as easements appurtenant to the leasehold granted to Milestone in this Lease (such easements collectively, the "Appurtenant Easements"). With the exception of Milestone's grant of use of the Appurtenant Easements to Carriers and utility providers (as applicable), the Appurtenant Easements may not be assigned or otherwise transferred in whole or in part separately from the leasehold granted under this Lease, and any such attempted assignment or transfer shall be void.

i. City grants Milestone a nonexclusive, temporary construction easement of varying dimensions over, on, and through adjoining and adjacent portions of each Site, as shown on Exhibit B (Easements) and identified as the "Temporary Construction Easement", for construction and installation of the Base Station upon the Leased Premises. Such temporary construction easement shall terminate upon the completion of Milestone's construction described

in Section 7 provided that such term shall be extended for such period of time as Milestone may be prevented from constructing the Base Station by reason of force majeure, and may be extended for such further period as City in its discretion may agree.

ii. Milestone shall be permitted the non-exclusive use of a right-of-way ten feet (10') in width, as shown on Exhibit B (Easements) hereof and described as the "10'-0" Wide Power and Telco Easement," or such other right-of-way of similar dimensions as City may designate during the term of this Lease, to construct, erect, install, operate and maintain underground communication cables from the Leased Premises, over, across and through that portion of the Site.

iii. City hereby agrees to grant to the local utility and telephone companies, on terms acceptable to City in its reasonable discretion, the non-exclusive easements and rights-of-way up to ten feet (10') in width to construct, maintain, operate and repair communication and electric power lines, conduits and systems over those portions of the Site designated on Exhibit B (Easements) hereof and described as the "10'-0" Wide Power and Telco Easement," or such other right-of-way of similar dimensions as City may designate during the term of this Lease, and the right-of-way of Milestone provided for in Subsection 2 a(ii) during the term of this Lease for purposes of installation and provision of telephone and electric service to the Base Station.

iv. City hereby grants Milestone a non-exclusive easement and right-of-way twenty feet (20') in width for ingress to and egress from the Leased Premises by Milestone and the Carriers, for vehicular traffic for constructing, installing, maintaining, operating and repairing the Base Station, over that portion of the Site designated on Exhibit B (Easements) hereof and described as the "20'-0" Wide Access Easement", or such other right-of-way of similar width as may be designated by City to provide such access to the Leased Premises and the Base Station.

b. City shall have the right to direct Milestone to relocate any of the Appurtenant Easements (provided that there shall be no termination thereof, and no interruption of service or access as a result thereof other than such short term interruption as is necessary to effectuate the physical relocation, provided that City and Milestone shall attempt to ensure that the replacement Appurtenant Easement is in place prior to such relocation such that any such interruption shall be as minimal as reasonably practicable). If such relocation occurs after the installation of utilities or facilities therein, such relocation shall be at Milestone's expense. However, Milestone will only be required to relocate its facilities in connection with a City project that is undertaken by the City in order to provide a public use. In planning its projects the City will make reasonable efforts to design them in such a way that it will not be necessary for Milestone to have to relocate its facilities. In the event it is necessary for Milestone to relocate its facilities because of a City project, the City will work with Milestone to find another suitable location for the relocation of Milestone's facilities and the City will waive any permit or other fees associated with the relocation.

c. With the exception of the temporary construction easement provided for in Section 2 a(i), which may expire sooner as provided in such section, and any utility easements to third-party utility or power companies, which shall expire in accordance with their terms, the term of all Appurtenant Easements shall automatically expire upon termination of this Lease without the need for further act of any party. Notwithstanding the foregoing, if requested by

City, Milestone shall execute and deliver to City, in recordable form, such documents as City may request to evidence of record the termination of all Appurtenant Easements as just provided.

3. USE OF LEASED PREMISES:

a. Milestone shall use the Leased Premises solely for construction, operation and leasing of the Base Station as provided herein, and shall use the Appurtenant Easements solely for the applicable purposes described in Section 2. City makes no representation or warranty whether such use is permitted by any laws or regulations applicable to the Leased Premises, and Milestone is solely responsible for determining whether such use is permitted, and for securing all necessary licenses, permits and approvals therefor.

b. Notwithstanding any other provision of this Lease, Milestone acknowledges the absolute primacy of the City's use of the Site as a _____, and that Milestone's rights under this Lease (and, accordingly, any Carrier rights under a Carrier Sublease (as defined below) are subject and subordinate to City's use and operation of the Site. Accordingly, in exercising their rights under this Lease, Milestone shall use commercially reasonable efforts to avoid any adverse construction, operational or other such impact on the Site or the City's and the School System's, if applicable, use and operation thereof, whether such impacts arise from work or activities being performed or undertaken on or off of the Site (utility outages arising from off-site utility relocation, for example), and, notwithstanding any other provision of this Lease, Milestone will use commercially reasonable efforts to cause such entry, work or activities to be performed or undertaken at such times, and to occur in such manner, as City and the School System, if applicable, may reasonably require, in its reasonable discretion, to avoid any adverse impacts to the Site or the City's or the School System's, if applicable, use thereof. Further, Milestone agrees that it will cause each Carrier to comply with the provisions of this Section 3. Pursuant to the provisions of Section 8b, Milestone shall be responsible for repairing all damage to the Base Station, the Leased Premises or the Site caused by Milestone or any of Milestone's employees, contractors or agents. In case of emergencies threatening life or safety or any component of the Base Station, Milestone may enter the Leased Premises without prior notice to City, provided Milestone notifies City of such entry, and the nature of the work performed or undertaken as a result of such emergency, as soon as practicable after Milestone's entry. Notwithstanding the foregoing, Milestone shall have the right to make customary and routine inspections of the Leased Premises upon one (1) business day prior notice, provided that (i) such entry is only for the purpose of inspecting the Leased Premises, conducting routine maintenance and repairs (provided such maintenance and/or repairs do not require alteration of the structural elements to the Base Station or the Monopole or the addition or substitution of any electrical cabinet or equipment shelter) and (ii) the worker or workers who make such inspections check-in with the appropriate personnel at the Site prior to accessing the Leased Premises and, in all cases, follow all procedures required by Site personnel.

c. The City [if applicable: and the School System], shall be permitted to lease, without the requirement for payment of any compensation to Milestone, one (1) platform on the Monopole (which lease shall include a ground location for the City and the School System, if applicable, to construct a facility to install its ground based facilities appurtenant thereto) at locations on the ground and on the Monopole mutually agreed upon by the City and Milestone, provided that the transmissions do not interfere with those of any Approved Carrier on the Site

(or under a letter of intent) at the time such lease is granted, and further, City and the School System, if applicable, shall be entitled to lease space within the Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale), in accordance with Section 10 hereof. In addition to the platform provided on a Monopole to the City and the School System, if applicable, if requested to do so, Milestone will also provide a platform on a Monopole at a height/location mutually agreed upon the City and Milestone that will allow the Region 2000 Radio Communications Board which operates the regional emergency communications system for Amherst County, Bedford County and the City of Lynchburg, to install its communications facilities on the Monopole and ground based facilities without the payment of any compensation to Milestone. Notwithstanding anything to the contrary contained herein, the size, type, number, height and weight of the City's [if applicable: and School System's] antennas, facilities, shelters, platforms and any other equipment to be installed by the City [and the School System] is subject to Milestone's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

4. TERM:

a. This Lease shall be effective for a term of thirty (30) years beginning on _____, 2013 ("Commencement date"), and ending on _____, 2043, unless sooner terminated or extended pursuant to the provisions of this Lease. Notwithstanding the foregoing, if the Monopole is not constructed within twelve (12) months after the date Milestone obtains all required governmental approvals and permits, this Lease may be terminated by City with thirty (30) days written notice to Milestone. Further, in the event that at any time after the initial construction of the Monopole on the Site, the Monopole remains vacant (i.e., with no Carrier Sublease applicable thereto) or no Carrier is paying rent therefor for a period of six (6) consecutive months, this Lease may be terminated by City with thirty (30) days written notice to Milestone. In the event that City elects to terminate this Lease due to the conditions described in the previous two sentences, then during the sixty (60) day period after receipt of City's termination notice, Milestone shall be permitted to elect to pay the City the amount that would have been due if one (1) Carrier Sublease was executed and paying full rent and, if Milestone begins the payment of such amount prior to the date that is sixty (60) days after receipt of City's termination notice, then City's termination notice shall be deemed null and void and the lease for the site shall continue in full force and effect. In addition, Milestone or City may terminate this Lease with sixty (60) days prior notice to City if (i) Milestone is unable to obtain or maintain in force all necessary governmental approvals or (ii) interference by or to Milestone's operation cannot, despite good faith negotiations between Milestone and City in accordance with the terms hereof, be resolved. In addition, Milestone may terminate this Lease with sixty (60) days prior notice to City if (i) a material change in government regulations makes it impractical, unlawful, impossible or uneconomic for Milestone to continue to operate the Facilities under such lease, (ii) Milestone is unable to lease space within the Base Station to Carriers for a period of twelve (12) months after the date Milestone obtains all required governmental approvals and permits, (iii) the Site or the Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient in Milestone's reasonable judgment, adversely to affect Milestone's use of the Site or (iv) if, after the execution of this Lease, Milestone is unable to operate the Base Station due to the action of the F.C.C. or by reason of any law, physical calamity, governmental prohibition or other reasons beyond Milestone's control, subject to Milestone's restoration obligations under Section 4b hereof.

b. At the end of the term of this Lease, whether by the passage of time or the exercise by any party of any right of termination, Milestone shall surrender the Leased Premises to City in the condition specified in this Section 4b. Within sixty (60) days after the end of the term of this Lease, City shall notify Milestone of its election to (i) have Milestone dismantle and remove the Base Station, or any component thereof, including, but not limited to, any or all of Milestone's facilities from the Leased Premises and the Site (except for underground cables which do not and will not present a health or safety risk, and any other improvements which are 2 feet or more below grade) or (ii) have the Monopole and/or Base Station (other than those portions of the Base Station owned by the Carriers) remain on the Leased Premises. If City fails to make such an election within the sixty (60) day period, Milestone shall inform City in writing, and City shall have an additional thirty (30) days to make the election. If City fails to make an election, it shall be deemed to have elected option (i). If City elects or is deemed to elect option (i), Milestone shall promptly (and in any event within one hundred twenty (120) days) remove the designated facilities from the Site, at Milestone's sole cost and expense; provided, however, that Milestone shall, with City's approval, be entitled to leave in place underground cables which City determines do not and will not present a health or safety risk, and any other improvements which are two (2) feet or more below grade. If City elects option (ii), title to the facilities designated by City shall immediately vest in City, without the necessity of further action by City or Milestone, and City agrees to assume all responsibility and liability for the facilities and any damages or claims related thereto arising from and after the date of title vesting in the City. Notwithstanding the foregoing, if so requested by City, Milestone shall execute such further assurances thereof as shall be requested by City. Further, nothing herein contained shall be deemed to prohibit or restrict any Carrier from removing its equipment to the extent permitted to do so under any Carrier Sublease.

c. Subject to Section 4b, the Base Station, including the Monopole, and other equipment, shall during the term of this Lease be deemed the personal property of Milestone and/or the Carriers, as applicable.

5. RENT & ACCESS FEE:

a. Beginning on the Commencement Date, and thereafter on the tenth day of each calendar month during the term and any extension term of this Lease, Milestone shall pay to the City, in legal tender of the United States of America without demand, setoff or deduction whatsoever, as monthly rent for the Leased Premises, an amount equal to forty percent (40%) of the Monthly Gross Rental Revenues (as defined below) derived from the use, leasing or occupancy of any portion of the Monopole or Base Station for the preceding calendar month. The term "Monthly Gross Rental Revenues" shall mean all revenue actually collected by Milestone from Carriers with respect to the Site, except as provided below, payable for such period (or the pro rata share thereof applicable to such period) by Milestone on the Leased Premises or the Base Station. All rental payments shall be made by check payable to City at the City's Billings and Collections Division, City Hall Building, 900 Church Street, Lynchburg, VA 24504, Attention: Billings and Collections Manager, or such other address as the City may from time to time provide. In no event will Milestone's payment to City under this provision be less than one thousand dollars (\$1000.00) per site. All expenses related to the Facilities shall be borne by Milestone; provided however that in the event any real estate related ad valorem or

other taxes are assessed against the Facilities (as opposed to personal property or the income derived from the Facilities) the same shall be deducted from Monthly Gross Revenue Rental revenues for purposes of the calculation of compensation payable to City hereunder. The following reimbursable expenses paid by Carriers to Milestone are one-time payments and shall be excluded from the calculation of Monthly Gross Rental Revenues (provided that such reimbursable expenses are not in lieu of or in substitution for any rent under the Carrier Sublease): (a) expenses incurred to extend power, telecommunication lines/equipment and any other utilities to the Facilities, (b) any extraordinary expenses incurred to clear, grade and construct the vehicular access from the nearest road to the Facilities and (c) any expenses incurred to purchase and install a stealth monopole (i.e. tree, clock tower or any other nonstandard monopole) above and beyond the expenses for a standard monopole. The expenses described in the preceding sentence shall include, but not be limited to, engineering, construction administration, application and legal fees and expenses. The compensation hereunder to City shall be accompanied by a statement, signed by an officer of Milestone, verifying the calculation of the compensation for the applicable month.

b. In addition to the rent described in the preceding paragraph, any other amounts payable under a lease or this Lease to City, however denominated, shall be deemed additional rent, and City shall have all rights and remedies in respect of payment and collection thereof as are applicable to rent. Any amounts payable hereunder by Milestone that are not paid when due shall (a) be subject to a late charge of five percent (5%) of the amount due and (b) bear interest from the date due at a rate of fifteen percent (15%) per annum.

c. Within ten (10) days after the earlier to occur of that date on which (i) Milestone receives all necessary governmental approvals for the Site or (ii) Milestone commences construction-related work on the Site, Milestone shall pay City a Site Fee of Twenty-five Thousand and No/100 Dollars (\$25,000.00) ("Site Fee"). Additionally, Milestone shall pay City an additional five thousand and No/100 Dollars (\$5,000.00) collocation fee for each Carrier after the first Carrier that installs on the Monopole within ten (10) days of the earlier to occur of (i) the collocation occurring or (ii) Milestone's receipt of its first payment from the Carrier for collocation. In the event Milestone fails to timely pay any Site Fee due hereunder, Milestone shall, in addition to owing City such Site Fee, pay to City interest on the amount thereof from the date due through the date of payment of such Site Fee to City, in an amount equal to the Prime Rate of interest as published from time to time by The Wall Street Journal plus four percent (4%).

d. To ensure Milestone's proper removal of the Monopole and Base Station from the Site at the end of the term of this Lease in accordance with Section 4b (as elected by City), and to ensure the removal work is done in a proper manner without undue damage to the Site or other property of the City, Milestone shall furnish to the City a security deposit in the amount of Twenty Thousand Dollars (\$20,000.00) (together with all accrued interest thereto, the "Security Deposit") prior to commencing construction on the Site. The Security Deposit shall be in the form of cash. The Security Deposit shall not in any way be considered to limit Milestone's obligations or liabilities hereunder. The City may draw upon the Security Deposit upon failure by Milestone to remove Milestone's Facilities from the Site in accordance with Section 4b. The Security Deposit shall be held by City in an interest bearing escrow account and the Security Deposit (together with all accrued interest thereto) will be returned to Milestone within thirty

(30) days of Milestone's substantial completion of the removal requirements contained in Section 4b (as elected by City) or at such other time as the City determines the Security Deposit is no longer needed.

6. REAL ESTATE TAXES, UTILITIES, MAINTENANCE:

a. Milestone shall be solely responsible for all costs and expenses relating to the connection, disconnection, consumption and use of any utilities and/or services in connection with Milestone's construction, installation, operation and maintenance of the Base Station on the Leased Premises including, without limitation, any electric consumption by its equipment, and Milestone agrees to pay all costs for service and installation of an electric meter directly to the local utility company.

b. Milestone shall be responsible for the declaration and payment of any applicable taxes or assessments against the Base Station or other equipment owned or used by Milestone or allocable (on a pro rata basis) to the Leased Premises, including but not limited to any sales and property taxes, as well as any taxes based on the rent payable hereunder, including gross receipts taxes. During the term, Milestone shall be responsible for the timely payment of all taxes levied upon the improvements on the Leased Premises.

c. Milestone shall at all times during the term of this Lease, at its own expense, maintain the Base Station and the Leased Premises in proper operating condition and maintain same in reasonably good condition, and will repair any damage except that caused by City, its agents or servants. Milestone shall keep the Leased Premises and the Base Station free of debris at all times. Milestone agrees that it will inspect the Leased Premises and the Base Station no less frequently than once every three months.

d. Milestone shall maintain the Leased Premises at all times in compliance with City's rules and regulations and all governmental rules, regulations and statutes, whether currently in force or subsequently adopted, including, without limitation, those relating to the lighting and painting of the Base Station, and requirements of the Federal Communications Commission (the "FCC"), the Federal Aviation Administration (the "FAA"), and other federal, state or local government authorities having jurisdiction over the Base Station.

e. Milestone shall be solely responsible, at its sole cost and expense, for keeping the Monopole at all times in reasonably good order, condition and repair, and in compliance with all applicable laws, ordinances and rules. Milestone shall cause the Monopole to be regularly inspected and preventative maintenance to be performed in accordance with the standards of the industry, but in no event less frequently than once every three (3) years. In no event shall City be required to maintain or repair the Monopole, or pay or reimburse Milestone for any costs associated therewith.

f. If applicable, City shall be responsible for the maintenance and repair of any lighting fixtures installed by City (or by Milestone on behalf of City) on the Monopole.

g. Milestone is responsible for constructing and maintaining any access driveway or road that may be needed to provide access to its facilities and the Base Station. Any driveways and roadways installed on City or private property shall be installed according to City standards

and maintained in a safe passable condition. Whenever Milestone fails to maintain a driveway or roadway in a safe condition, the City may notify Milestone of the need to do so and it is Milestone's responsibility to make necessary repairs or improvements. If Milestone fails to make the necessary repairs or improvements in a timely manner, the City may do so and bill Milestone for the actual and reasonable costs incurred by the City.

7. CONSTRUCTION BY MILESTONE:

a. Milestone shall use good faith and commercially reasonable efforts to obtain all necessary approvals, including, without limitation, those required by the FAA and the FCC, for construction and operation of the Base Station. After obtaining the necessary permits and approvals therefor, Milestone, at its sole cost and expense, shall perform or cause to be performed all of the following work:

i. If applicable, replacing the existing light standard with a Monopole with a height up to one hundred fifty feet (150') above ground level. Milestone will remove the discarded light standard from the Site and deliver it where directed by City. Milestone shall rehang on the Monopole all equipment installed on the light standard, at the same height or such other height as City and Milestone shall mutually agree.

ii. Installing the utility and equipment compound with dimensions of 8 high' x ___' ___" wide x ___' ___" deep.

iii. At the request of City and the School System, if applicable, at the commencement of the term of this Lease, Milestone shall install a chain link or wood fence or brick and mortar fence, with a locked gate, or natural screening whichever material best matches nearby buildings around the facilities or at the City's and the School System's option, Milestone will install a chain link fence or natural screening on each side and on top of the Compound or any other portion of the Base Station.

iv. Subject to City's approval thereof as provided in Section 7d hereof, performing or causing to be performed all other improvements and work associated with the work described above that may lawfully be required by the City of Lynchburg or any other governmental body or official having jurisdiction, as part of or in connection with the work described above.

v. As provided by the City's Zoning Ordinance, all landscaping on parcels containing towers or monopoles, antenna support structures, or telecommunications facilities shall be designed to screen the tower, antenna support structure, and telecommunications facilities to a height of at least six (6) feet from grade. This requirement may be waived at the discretion of the inspections division if the base of the tower and facilities to be screened are not located in and not visible from any business or residential districts or visible from public streets. All landscaping on sites containing towers, antenna support structures, or telecommunications facilities shall be designed to screen the tower, antenna support structure, and telecommunications facilities to a height of at least six (6) feet from grade. This requirement may be waived at the discretion of the inspections division if the base of the tower and facilities to be screened are not located in and not visible from any business or residential districts or visible

from public streets. All landscaping must be continually maintained in a healthy and attractive manner.

b. Milestone's agreement to perform or cause to be performed at its expense all of the work described above, all at Milestone's cost and expense, shall be construed broadly to provide for all costs and liabilities of such work, whether or not such costs are anticipated and without regard to Milestone's present estimates for the cost of same, so that all of such work is fully and properly performed and paid for by Milestone, and upon completion of same the Site, as altered by such work, is as fully functional and suitable for continued use by City as it was prior to the start of Milestone's work. Accordingly, the phrase "all work" shall include, without limitation, all of the following work, and Milestone's promise to pay for such work shall include, without limitation, all of the costs and liabilities associated with the following all labor and materials; design work; legal and professional fees of Milestone's consultants; permit drawings and materials; construction costs; construction equipment and materials; utilities extension or relocation; provision of protective fencing and other safety measures; maintenance; removal of construction related debris from the Site; liability, property and workers' compensation insurance premiums; bond fees; development and construction permits; inspections and approvals; replacement or relocation of landscaping; re-paving or re-striping of any damaged or disturbed paved areas whether for traffic control, parking or otherwise; relocation, replacement or provision of new safety and traffic/directional signage; connection of new sidewalks, drives, parking areas and other facilities to City's existing facilities; and the repair and restoration of any item, place or thing required as a result of any damage to the Site caused in the prosecution of the work contemplated by this Lease or this Lease.

c. Milestone shall cause construction of the Base Station (other than components which may be constructed by any future Carrier) to be commenced as soon as practicable after receipt of all necessary permits and approvals and to be completed within a reasonable time thereafter, not to exceed twelve (12) months from the date Milestone obtains all required governmental approvals, certificates and permits, excepting periods of delay caused by *force majeure*. Once its work on the Base Station is initiated, Milestone shall diligently and continuously prosecute such work to final completion (including obtaining all required inspections and approvals) in a timely manner in accordance with a schedule to be agreed upon in advance by City and Milestone (the "Initial Construction Schedule"). Such schedule shall limit construction activities to such days and times as City may require to avoid any material and adverse impacts on the use and operation of the Site. Milestone shall keep City fully apprised of any events that might impact the Initial Construction Schedule.

d. The Base Station, and each component thereof constructed by Milestone, shall be constructed by Milestone in a good and workmanlike manner and in accordance with the plans, drawings and specifications prepared and provided by Milestone for City's prior review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Construction and installation of the Base Station by Milestone shall be in compliance with all applicable rules and regulations including, without limitation, the customary specifications and requirements of City and those of the Occupational Safety and Health Administration ("OSHA"), the FCC, the FAA, and regulations of any governmental agency (town, county, state or federal) including, but not limited to the applicable requirements of the local planning and zoning and building, electrical, communications and safety codes of the City. Milestone, at its sole cost and

expense, shall secure all necessary permits and approvals required to permit the construction and operation of the Base Station. City agrees to cooperate reasonably with Milestone in any necessary applications or submissions required to permit construction and operation of Milestone's Base Station as described herein, provided that City shall be reimbursed for all reasonable expenses incurred in providing such cooperation within thirty (30) days of incurring the expenses, and provided further that obtaining Milestone's permits, certificates and approvals shall not result in the imposition of any material restrictions or limitations or adverse impacts on the Site or City's use, operation improvement or redevelopment thereof. All of Milestone's work and facilities shall be installed free of mechanics', materialmen's and other liens, and claims of any person. Milestone agrees to defend, with counsel approved by City, and to indemnify and save City harmless, from all loss, cost, damage or expense including, without limitation, reasonable attorneys' fees, occasioned by or arising in any connection with the work contemplated by this Lease, and shall bond off or discharge any such liens or other claims within thirty (30) days after written notice from City.

e. Prior to commencing any activities on the Site pursuant to this Lease, Milestone shall provide City with evidence satisfactory to City that Milestone and its contractors and agents who will be working on the Site are covered by insurance as required by Section 14 hereof.

f. Milestone shall, upon City's request, fence and buffer the Base Station and/or the Leased Premises or any portion thereof. In addition, in the event the Base Station is to be constructed near any existing structure or structures on the Site, Milestone shall, prior to commencing any such construction, provide City, at its request, with a report prepared by an independent third-party professional engineer confirming the structural integrity of the existing structure or structures following the construction of the Base Station.

g. Milestone shall restore in compliance with the Federal Americans with Disabilities Act (and any state or local law counterpart or implementation thereof) any of City's facilities physically altered by Milestone's work.

h. Milestone shall be allowed to make further additions and improvements to the Base Station or the Monopole within the Leased Premises without first obtaining City's written consent.

i. It is understood by Milestone that before constructing any Monopole and Base Station on a specific Site, Milestone will have to obtain the needed zoning approvals from the City.

8. OPERATION OF BASE STATION:

a. Milestone and the Carriers shall operate the Base Station in strict compliance with all applicable statutes, codes (including the City's Zoning Ordinance), rules, regulations, standards and requirements, whether currently in force or subsequently adopted, of all federal, state and local governmental, authorities and agencies including, without limitation, OSHA (including, without limitation, OSHA regulations pertaining to RF radiation), the FCC and the FAA, as well as such reasonable rules and regulations which City may publish for the Site from time to time. Milestone has the responsibility of carrying out the terms of its FCC license in all

respects, including, without limitation, those relating to supporting structures, lighting requirements and notification to FAA. Milestone, prior to constructing the Base Station, shall have, and shall deliver to City, copies of all required permits, leases, licenses and consents to construct and operate the Base Station. In the event that the operation of any of the Base Station violates any of the terms or conditions of this Lease, Milestone agrees to suspend operation of the Base Station within twenty-four (24) hours after notice of such violation and not to resume operation of the Base Station until such operation is in strict compliance with all of the requirements of this Lease. Milestone shall be responsible for ensuring that each Carrier complies with the terms of this Section 8.

b. Other than with respect to entries established pursuant to the Initial Construction Schedule, and prior to any entry upon the Leased Premises, Milestone shall provide not less than two (2) business days prior notice to City which notice shall specify the type of work or other activities that are to be performed or undertaken on the Leased Premises or which may impact the Site. Milestone further agrees and covenants that the Base Station, transmission lines and appurtenances thereto, and the construction, installation, maintenance, operation and removal thereof, will in no way damage City's property or materially interfere with the use of the Site by City, its successors and assigns. Notwithstanding the foregoing, Milestone agrees (i) to repair any damage Milestone directly caused to the Site or the Leased Premises, including, but not limited to, any damage to utility lines, drains, waterways, pipes, grass fields or paved surfaces by such installation, construction, maintenance, operation or removal to the condition the Site or the Leased Premises were in immediately prior to such damage, (ii) that any repair work undertaken on the Site or the Leased Premises shall be completed as soon as possible after the occurrence of such damage, and (iii) that it shall be responsible for the full and timely payment of any actual and reasonable costs incurred in connection with the repairs described in clauses (i) and (ii) of this sentence.

9. PERMITS AND SITE SPECIFICATIONS:

It is understood and agreed by the parties that Milestone's ability to use the Leased Premises is contingent upon its obtaining after execution of this Lease, all of the certificates, permits and other approvals that may be required by federal, state or local authorities for Milestone's use of the Leased Premises as set forth in this Lease. Milestone shall use all reasonable efforts promptly to obtain such certificates, permits and approvals, at Milestone's sole expense. City will cooperate reasonably with Milestone at Milestone's sole cost and expense, in its effort to obtain such approvals. In the event any such applications should be finally rejected or any certificate, permit, lease, license or approval issued to Milestone is canceled, expires or lapses, or is otherwise withdrawn or terminated by governmental authority, or soil boring tests are found to be unsatisfactory so that Milestone will be unable to use the Leased Premises for the purposes set forth herein, either Milestone or City shall have the right to terminate this Lease for the Site by giving the other party thirty (30) days' prior notification of termination within sixty (60) days after the date of the event which is the basis of termination. Upon such termination, the parties shall have no further obligations for charges and liabilities which accrue after the effective date of termination under such lease, including the payment of monies, to each other except as otherwise provided herein, but Milestone shall be liable to restore the Leased Premises in accordance with Section 4b.

10. INDEMNIFICATION:

Milestone shall defend, with counsel acceptable to City, and indemnify and hold harmless, City from all losses, costs, claims, causes of actions, demands and liabilities arising from (a) any event of default by Milestone under this Lease; (b) any misrepresentation by Milestone contained in this Lease and/or any breach of any warranty contained in this Lease; and (c) any occurrence, of any kind or nature, arising from (i) Milestone's or any Carrier's construction, installation, maintenance, repair, operation, replacement or removal of the Base Station or any other equipment, or any other activities of Milestone or any Carrier on the Site or the Leased Premises of any kind or nature, (ii) the condition of the Base Station or the Leased Premises and (iii) any personal injury, death, or accident caused by Milestone's or any Carrier's use, operation or maintenance of the Leased Premises, the Site, the Base Station, or any equipment or antennas contained therein or on the Monopole or the Leased Premises. Such indemnification shall include the actual, reasonable and documented cost of investigation, all expenses of litigation, and the cost of appeals, including, without limitation, attorneys' fees and court costs, and shall be applicable to Milestone's and each Carrier's activities on the Site and the Leased Premises whether prior to the Commencement Date or after the termination of this Lease. In addition to the City, City's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers and guests shall be beneficiaries of Milestone's indemnification.

11. BOOKS AND RECORDS

To the extent necessary to determine Milestone's compliance with this Lease or to carry out the City's authority to manage its property, Milestone shall make available to the City for inspection, examination and/or audit upon reasonable prior notice to Milestone, such complete and accurate books of account, records, documents and other information as the City may reasonably need with respect to any sublease, including, without limitation, books of account, records, documents and other information adequate to enable Milestone to demonstrate, at all times throughout the Term that it is, and has been, in compliance with each term and condition of this Lease. If the inspection, examination and/or audit reveals a discrepancy of greater than 3%, then in addition to the late charges and penalties due hereunder Milestone shall reimburse the City for all reasonable and actual costs associated with the inspection, examination and/or audit.

12. INTERFERENCE:

Milestone agrees to install (and shall cause each Carrier to install) equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications existing on City's property as of the date of this Lease (so long as reasonably prevalent). All such equipment shall fully comply with all FCC, FAA, OSHA and other governmental (whether federal, state, or county) rules and regulations. In the event Milestone's or any Carrier's equipment causes such interference, Milestone agrees it will take all steps necessary, or shall cause all such steps to be made, to correct and eliminate the interference

consistent with all government rules and regulations upon receipt of written notification of the interference. Milestone shall be obligated, and shall cause each Carrier, to correct the problem of interference within forty-eight (48) hours of receipt of written notice from City. If the interference is not corrected within such forty-eight (48) hour period, City shall have the right, or shall have the right to cause Milestone, to disconnect or terminate power to any interfering equipment or turn such equipment off (other than for short tests to determine the nature of the interference, provided that City reasonably approves of such tests in advance). Thereafter, such interfering Carrier may attempt to correct such interference, which may include reactivating the equipment or restoring power thereto, provided that City reasonably approves of such reactivation or restoration in advance, for a period of one hundred and twenty (120) days. If such interference cannot be cured within such one hundred and twenty (120) period, City shall have the right, or shall have the right to cause Milestone to, immediately remove the interfering equipment from the Monopole. Notwithstanding the foregoing, and to the extent any City approved test requires the facilitation or cooperation of City, City agrees, subject to the other provisions hereof, to act reasonably with such facilitation or cooperation.

13. EVENT OF DEFAULT:

a. Each of the following shall be an event of default by Milestone under this Lease:

i. If the rent or any installment thereof shall remain unpaid after it becomes due and payable, and is not paid within five (5) business days after City gives written notice of non-payment;

ii. If Milestone or its assigns shall fail or neglect to keep and perform any one of the terms of this Lease and such failure or neglect continues for more than thirty (30) days (or such longer period as may be reasonable, provided Milestone is attempting a cure with all due diligence, not to exceed one hundred twenty (120) days plus any period of where cure is prevented by *force majeure*) after City gives written notice specifying the default;

iii. If Milestone abandons the Leased Premises as a whole or abandons the Site for a period of more than twelve (12) consecutive months; and

iv. If Milestone files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved or makes an assignment for the benefit of creditors, or if involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Milestone are instituted against Milestone, or a receiver or trustee is appointed for all or substantially all of Milestone's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after institution or appointment.

v. If any final judgment or judgments in an aggregate amount (including interest and costs) of more than \$500,000.00 is entered against Milestone, and any such judgment or judgments shall not have been paid or otherwise discharged within sixty (60) days after all applicable appeal periods have terminated.

b. In the case of any event of default, City shall have the right to terminate this Lease upon thirty (30) days notice and shall have any additional rights and remedies that may be available at law or in equity.

c. The foregoing notwithstanding, in the event of any such default by Milestone hereunder, such shall not provide City the right to attach, utilize, distrain upon or otherwise take possession of any equipment located on the Monopole or within the Base Station owned by any Carrier, and such shall at all times be free from any claim by City hereunder.

d. City may enforce any provision of this Lease by self-help or an action for mandamus or injunction. If the City uses self-help to enforce any provision of this Lease or to obtain possession after termination of this Lease or this Lease, Milestone shall, upon demand, pay the City its reasonable and actual costs of obtaining possession and enforcing the provisions of this Lease. If the City obtains a judgment, writ of mandamus, or an injunction to enforce any provision of this Lease, Milestone shall pay the City its cost of litigation, including a reasonable attorney's fee and expert witness fees.

14. INSURANCE REQUIREMENTS:

a. All property of the Milestone, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, in and on the Leased Premises shall be and remain at the sole risk of such party, and City shall not be liable to them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other reason, nor shall the City be liable for the interruption or loss to Milestone's business arising from any of the above described acts or causes. The City shall not be liable for any personal injury to the Milestone, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, arising from the use, occupancy and condition of the Leased Premises unless such injury is caused by the gross negligence or willful act on the part of the City or its employees.

b. During the term, Milestone will maintain a policy of commercial general liability insurance insuring the City and Milestone against liability arising out of the use, operation or maintenance of the Leased Premises and the installation, repair, maintenance, operation, replacement and removal of the Base Station. The insurance will be maintained for personal injury and property damage liability, adequate to protect City against liability for injury or death of any person in connection with the use, operation and condition of the Leased Premises, and to insure the performance of Milestone's indemnity set forth in Section 10, in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence/aggregate. During the term, Milestone shall also maintain workers' compensation and employers' liability insurance, and such other insurance relating to the installation, repair, maintenance, operation, replacement and removal of the Base Station, and the ownership, use, occupancy or maintenance of the Leased Premises as City may reasonably require. The limits of the insurance will not limit the liability of Milestone. If the Milestone fails to maintain the required insurance the City may, but does not have to, maintain the insurance at Milestone's expense. The policy shall expressly provide that it is not subject to invalidation of the City's interest by reason of any act or omission on the part of Milestone.

c. Insurance carried by Milestone will be with companies acceptable to the City. Milestone will deliver to the City certificate evidencing the existence and amounts of the insurance. The policies required by this Lease shall require that Milestone and/or the Carrier Sublease holder must give the City ten (10) calendar days advance written notice of any cancellation, nonrenewal, or modification of coverage, and a binder or certificate verifying new coverage in accordance with the requirements herein prior to any change, cancellation or nonrenewal date. In the event of such cancellation or nonrenewal notice, Milestone and/or the Carrier Sublease holder shall obtain, pay all premiums for the renewal or replacement of the insurance required hereunder. Milestone shall, at least sixty (60) days prior to the expiration of the policies, furnish City with renewals or "binders" for the policies, or City may order the required insurance and charge the cost to Milestone.

d. Milestone will not knowingly do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by City or Milestone. If Milestone does or permits any Increased Risk which directly causes an increase in the cost of insurance policies, then Milestone shall reimburse City for additional premiums directly attributable to any act, omission or operation of Milestone causing the increase in the premiums. Payment of additional premiums will not excuse Milestone from termination or removing the Increased Risk unless City agrees in writing. Absent agreement, Milestone shall promptly terminate or remove the Increased Risk.

e. The City shall be named as an "additional insured" on Milestone's liability policies and it shall be stated on all required policies that this coverage "is primary to all other coverage the City may possess."

f. Notwithstanding any provisions herein to the contrary, Milestone waives all rights to recover against City for any loss or damage arising from any cause covered by any insurance required to be carried by Milestone pursuant to this Section 14, or any other insurance actually carried by Milestone. Milestone will request its insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Leased Premises.

g. All insurance required by this Section 14 shall be written by insurers, in such forms, and shall contain such terms, as City may reasonably require.

h. Any deductible or self-insured retention applicable to required coverages shall be paid by Milestone and the City shall not be required to participate therewith.

i. The insurance required of Milestone herein shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of the insurance required of Milestone and shall not contribute therewith.

j. Milestone's liability to the City shall not be limited to the amounts of the insurance coverage provided herein.

k. Notwithstanding any of the other provisions of this Lease,

Milestone's failure to maintain the required insurance coverage throughout the term of this Lease or the failure of Milestone to deliver a new and valid binder or certificate verifying coverage is grounds for the immediate termination of this Lease without prior notice.

l. Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

15. HAZARDOUS MATERIALS:

a. Neither Milestone nor any Carrier shall cause or permit any hazardous or toxic wastes, substances or materials (collectively, "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Leased Premises (collectively "Hazardous Materials Activities") without first receiving City's written consent, which may be withheld for any reason whatsoever and which may be revoked at any time, and then only in compliance (which shall be at Milestone's sole cost and expense) with all applicable legal requirements and using all necessary and appropriate precautions. Milestone shall indemnify, defend with counsel acceptable to City and hold City harmless from and against any claims, damages, costs and liabilities, including court costs and legal fees, arising out of Milestone's or Carrier's Hazardous Materials Activities on, under or about the Leased Premises, regardless of whether or not City has approved Milestone's Hazardous Materials Activities. For the purposes of this Lease, Hazardous Materials shall include but not be limited to oil, radioactive materials, PCBs, and substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq.; and Resources Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., and those substances defined as "hazardous wastes" in the regulations adopted and publications promulgated pursuant to said laws. Subject to the foregoing provisions of this Section, Milestone shall, prior to the Commencement Date, submit to City for City's review and approval, a list of Hazardous Materials Activities, including types and quantities, which list to the extent approved by City shall be attached hereto as Exhibit C. Prior to conducting any other Hazardous Materials Activities, City shall update such list as necessary for continued accuracy. City shall also provide Milestone with a copy of any Hazardous Materials inventory statement required by any applicable legal requirements. If Milestone's activities violate or create a risk of violation of any legal requirements, Milestone shall cease such activities immediately upon notice from City. City, City's representatives and employees may enter the Leased Premises at any time during the term to inspect Milestone's compliance herewith, and may disclose any violation of legal requirements to any governmental agency with jurisdiction. The provisions of this Section 15 shall survive termination or expiration of the term of this Lease.

b. City acknowledges that Milestone's equipment cabinets shall contain batteries for back-up power and that, provided Milestone's use of same is in compliance with this provision, the presence of such batteries does not violate this provision if such batteries comply with all laws, regulations and ordinances relating to Hazardous Materials.

c. Milestone will immediately notify City and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Leased Premises or compliance with environmental laws. Milestone shall

promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of City. Milestone will keep the Leased Premises free of any lien imposed pursuant to any environmental laws.

d. City shall have the right at all reasonable times and from time to time to conduct environmental audits of the Leased Premises, and Milestone shall cooperate in the conduct of those audits. The audits may be conducted by City or a consultant of City's choosing, and if any Hazardous Materials generated, stored, transported or released by Milestone are detected or if a violation of any of the representations or covenants in this Section 15 is discovered, the fees and expenses of such consultant will be borne by Milestone.

e. If Milestone fails to comply with any of the foregoing representations and covenants, City may cause the removal (or other cleanup acceptable to City) of any Hazardous Materials from the Leased Premises. The actual and reasonable costs of removing Hazardous Materials and any other cleanup (including transportation and storage costs) shall be reimbursed by Milestone promptly after City's demand and will be additional rent under this Lease. Milestone will give City access to the Leased Premises to remove or otherwise clean up any Hazardous Materials. City, however, has no affirmative obligation to remove or otherwise clean up any Hazardous Materials, and this Lease will not be construed as creating any such obligation.

f. Notwithstanding the foregoing, City represents and warrants that to the best of its knowledge and belief there are no Hazardous Materials on, in or under the Leased Premises. City covenants not to bring onto the Leased Premises any Hazardous Materials.

16. NO PARTNERSHIP:

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between City and Milestone, or to create any other relationship between the parties hereto other than that of City and Milestone.

17. NOTICES:

All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given three (3) days after the date when mailed by the United States Postal Service by First Class, Registered or Certified Mail, postage prepaid, or upon receipt when delivered by nationally recognized overnight courier or hand delivery, and addressed to the City as follows:

City of Lynchburg
900 Church Street
Lynchburg, VA 24504
Attn: City Manager

with a copy, which will not constitute
notice to:

Public Works Department
17000 Memorial Avenue
Lynchburg, VA 24501
Attn: Director of Public Works

and to Milestone as follows:

with a copy, which will not constitute
notice to:

Milestone Communications
12110 Sunset Hills Road, Suite 100
Reston, Virginia 20190
Attn: Leonard Forkas, Jr.

Cooley LLP
11951 Freedom Drive
Reston, Virginia 20190
Attn: John G. Lavoie, Esquire

and to the Lynchburg School System if
applicable:

with a copy, which will not constitute
notice to:

Lynchburg City Schools
915 Court Street
P. O. Box 2497
Lynchburg, VA 24504
Attn: Superintendent

Lynchburg City Schools
915 Court Street
P. O. Box 2497
Lynchburg, VA 24505
Attn: Assistant Superintendent for
Operations & Administration

or to such other addresses as either of the parties may designate from time to time by giving
written notice as herein required.

18. ASSIGNMENT OR SUBLETTING; FINANCING:

a. Milestone may assign this Lease, without City's consent, to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Milestone; (ii) shall merge or consolidate with or into Milestone; (iii) shall succeed to all or substantially all the assets, property and business of Milestone; (iv) in which Milestone Communications Management III, Inc. or a wholly owned affiliate of Milestone Communications Management III, Inc. is at all times the general partner; or (v) has an adjusted net worth (determined in accordance with generally accepted accounting principles consistently applied) of at least \$200,000,000. Any assignment as a result of a merger or consolidation under paragraphs (i), (ii), (iii) and (iv) above, must be to an entity into which Milestone is merged or consolidated and such entity shall have a tangible net worth equal to or greater than Milestone as of the date of this Lease and such entity shall be fully bound by the all of the terms and conditions of this Lease. In the event of such an assignment or sublease, Milestone shall provide to City at least ten (10) days before the proposed transfer (a) the name and address of the assignee; (b) a document executed by the assignee by which it acknowledges the assignment and assumption of all of Milestone's obligations hereunder; and (c) such other information regarding

the proposed assignee as shall be reasonably requested by City. Milestone may also, without City's consent, sublease or lease portions of space on the Monopole and within the Base Station to Carriers in accordance with and subject to the terms and conditions of Section 18b hereof. Such assignee shall each be fully and primarily liable for the obligations of "Milestone" hereunder. Notwithstanding anything to the contrary contained herein, Milestone shall not sell the Monopole until after the date that is thirty-six (36) months after the date construction is commenced on the Site without the prior consent of City.

b. Milestone may, without City's prior consent, sublease or lease space on the Monopole or within the Compound to Carriers under and subject to the terms of this Section 18. Specifically, Milestone shall be entitled to sublease or lease space on the Monopole or in the Compound without City's prior approval provided that (a) the Carrier Subleases shall be in a form utilized by Milestone in the ordinary course of Milestone's business, which may not be altered, modified, revised, amended or otherwise changed without City's prior written approval which may be withheld in City's sole discretion, (b) the sublessee is an Approved Carrier (as defined below), (c) no event of default exists hereunder, (d) the term of the Carrier Sublease Agreement does not exceed the term of this Lease and (e) Milestone submits an engineering report to City definitively showing that the Monopole is capable of supporting the proposed Carrier. Otherwise, any lease, sublease, lease or other occupancy agreement with respect to the Site shall be in form approved by City, which approval may be given or withheld in City's sole and absolute discretion. As used herein, the term "Approved Carrier" shall mean a telecommunications service provider licensed by the F.C.C. and any other governmental agencies for which approval is needed to conduct such company's business.

c. The termination of this Lease shall automatically terminate all Carrier Subleases that are applicable to same Site; provided, however, that City agrees that, provided that Milestone has complied with the provisions of Section 18 hereof, upon a termination hereof as a result of Milestone's default hereunder, and the failure by any Mortgagee (as defined in Section 18e. hereof) to either succeed to Milestone's interest hereunder or to enter into a new this Lease with City in accordance with the terms of an Approved Financing Agreement (as defined in Section 18e. hereof), City shall provide such Carrier the opportunity to continue such Carrier's occupancy of the Monopole for the unexpired term of the Carrier Sublease (including any renewals) at the same rental rate contained in its Carrier Sublease under terms and conditions required by City in its sole and absolute discretion including, but not limited to, that (i) Carrier is not in default under the Carrier Sublease; (ii) upon request by City, Carrier will provide to City a certified true and correct copy of the Carrier Sublease; (iii) there have been no modifications, amendments or assignments of the Carrier Sublease; (iv) Carrier agrees, in writing, that City shall not be liable for any act or omission of Milestone under the Carrier Sublease; (v) Carrier executes within thirty days of receipt from City, City's then standard form of lease agreement; (vi) upon execution of such lease agreement, Carrier posts with City a security deposit in the amount of two (2) months' rent under the Carrier Sublease and (vii) City obtains ownership of the Monopole.

d. Milestone shall cause the Carriers to comply with, and not violate, the terms and conditions of this Lease. Milestone shall enforce all of the terms and provisions of any Carrier subleases, leases or other similar documents (each, a "Carrier Sublease"). Without limiting the generality of the foregoing, Milestone shall exercise any or all of its rights and remedies under

the Carrier Sublease immediately if requested to do so by City. Milestone shall, at its sole cost and expense, perform all obligations of the landlord under the Carrier Sublease. City shall have no liability whatsoever under the Carrier Sublease.

e. Milestone shall not grant a security interest in this Lease to any party unless, by separate written agreement between the parties, City gives its consent to do so. The separate written agreement shall be an "Approved Financing Agreement" for purposes of this Lease and the secured party shall be a "Mortgagee" for purposes of this Lease

19. ACCESS AND INSPECTIONS:

City shall have full access to the Leased Premises and the Base Station for operating, repairing, removing, installing and otherwise working with communications equipment owned by City or any third party permitted to use the Base Station pursuant to this Lease or this Lease. In addition, Milestone shall allow City, upon prior notification to Milestone, or without notice in the event of any emergency, to enter the Leased Premises or any part thereof at any reasonable time and in a manner so as not to interfere more than reasonably necessary with Milestone's use of the Base Station, for the purpose of inspecting the Leased Premises. Milestone shall at all times provide the City copies of all keys needed to unlock all of the gates and locks to the fences to the Compound or in the Leased Premises.

20. QUIET ENJOYMENT:

Milestone shall be entitled to use and occupy the Leased Premises during the term hereof for the purposes herein permitted and subject to the terms and conditions herein contained, without molestation or interference by City. City may, however, without the requirement for payment of any compensation to Milestone, lease one (1) platform on the Monopole on each Site to governmental entities (which lease shall include a ground location for City to construct a facility to install its ground based facilities appurtenant thereto), provided that the transmissions do not interfere with those of any Carrier on the Site (or under a letter of intent) at the time such lease is granted, and further, City shall be entitled to lease space within the Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale).

21. DAMAGE AND DESTRUCTION:

a. If the Leased Premises or the Base Station are damaged or destroyed by reason of fire or any other cause, or if damage to the Leased Premises or the Base Station causes damage to portions of the Site or other property of City, Milestone will immediately notify City and will promptly repair or rebuild the Base Station, incidental improvements, and other damage to City's property to its condition immediately prior to such damage, at Milestone's expense.

b. Monthly rent and additional rent will not abate pending the repairs or rebuilding except to the extent to which City receives a net sum as proceeds of any rental insurance, or continues to receive income from Carrier Sublease Agreements.

c. If at any time the Leased Premises or the Base Station are so damaged by fire or otherwise that the cost of restoration exceeds fifty percent (50%) of the replacement value of the Base Station immediately prior to the damage, Milestone may, within thirty (30) days after such damage, give notice of its election to terminate the Lease Agreement for that specific Site and, subject to the further provisions of this Section 21, such Lease Agreement will cease on the tenth (10th) day after the delivery of that notice. Monthly rent will be apportioned and paid to the time of termination. If this Lease is so terminated, Milestone will have no obligation to repair or rebuild. Notwithstanding the foregoing, if Milestone elects to terminate a specific Lease Agreement, Milestone shall be required to comply with the provisions of Section 4b with respect removing and dismantling each component of the Base Station and returning the Leased Premises to the condition stated in such section.

22. CONDEMNATION:

If all or any part of the Site is taken by eminent domain or sale in lieu thereof, and if said taking or sale renders the Site unusable for its intended purpose hereunder, then, at City's or Milestone's option, this Lease may be terminated upon sixty (60) days prior written notice to the other party and there will be no further payment of rents for the Site except that which may have been due and payable at the time of said taking or sale. In the event of a partial taking or sale of the Site and Milestone, subject to mutual agreement with City, wishes to maintain its operation, Milestone may continue to use and occupy the Compound and Leased Premises under the terms and conditions hereunder, provided City's and Milestone's obligations under this Lease are not otherwise altered, and provided Milestone, at its sole cost, restores so much of the Base Station and Leased Premises as remains to a condition substantially suitable for the purposes for which it was used immediately before the taking. Upon the completion of restoration, City shall pay Milestone the lesser of the net award made to City on account of the taking (after deducting from the total award attorneys', appraisers', and other costs incurred in connection with obtaining the award), or Milestone's actual out-of-pocket cost of restoring the Leased Premises, and City shall keep the balance of the net award. In connection with any taking subject to this Section, Milestone may prosecute its own claim, by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Milestone was entitled to remove and moving expenses) only so long as Milestone's award does not diminish or otherwise adversely affect City's award.

23. SALE OF SITE:

Any sale by City of all or part of the Leased Premises to a purchaser other than Milestone shall be under and subject to this Lease and Milestone's right hereunder. City shall be released from its obligations under this Lease in the event of a sale and the assignee assumes City's obligations hereunder (including the recognition of Milestone's rights hereunder).

24. GOVERNING LAW:

The execution, performance and enforcement of this Lease shall be governed by the laws of Commonwealth of Virginia without application of conflicts of law principles. Any legal action

or proceeding with respect to this Lease or any document related hereto or thereto shall be brought in the courts of the State of Virginia in the City of Lynchburg and in no other courts.

25. MISCELLANEOUS:

This Lease plus any Exhibits that may be attached hereto contain the entire agreement between the parties and may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this Lease. The invalidation of any one of the terms or provisions of this Lease by judgment or court order shall in no way affect any of the other terms of this Lease which shall remain in full force and effect. City and Milestone agree to execute any additional documents necessary to further implement the purposes and intent of this Lease. Time is of the essence with respect to each provision of this Lease. The headings contained in this Lease are to facilitate reference only, do not form a part of this Lease, and shall not in any way affect the construction or interpretation hereof. Terms such as "hereby," "herein," "hereof," "hereinafter," "hereunder," and "hereto" refer to this Lease as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. The term "may" is permissive; the terms "shall" and "will" are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires. Nothing in this Lease is intended to interfere with any tariffs, contracts or other arrangements between the Milestone and a third party or between the City and a third party, or to create any third party beneficiary rights.

26. BINDING EFFECT:

This Lease shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. CITY'S RIGHT TO PERFORM:

If Milestone fails to perform any obligations under this Lease beyond all applicable notice and cure periods, City shall be entitled, but shall not be obligated, to perform any or all of such obligations and any actual and reasonable cost of performing same shall be payable by Milestone to City upon written demand as additional rent hereunder. Any actual and reasonable amounts so incurred by City and not repaid by Milestone within thirty (30) days after demand shall bear interest at a rate of ten percent (10%) per annum.

28. HOLDING OVER:

If Milestone remains in possession of the Leased Premises after the end of this Lease, Milestone will occupy the Leased Premises as a Milestone from month to month, subject to all conditions, provisions, and obligations of this Lease and the Lease Agreement in effect on the last day of the term.

29. ESTOPPEL CERTIFICATES:

Within no more than two weeks after written request by either party, the other will execute, acknowledge, and deliver a certificate stating:

- a. that the Lease is unmodified and in full force and effect, or, if this Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement;
- b. the date to which rental and other sums payable under this Lease have been paid;
- c. that no notice has been received of any default which has not been cured, or, if the default has not been cured, what such party intends to do in order to effect the cure, and when it will do so;
- d. (if from Milestone) that Milestone has accepted and occupied the Leased Premises;
- e. (if from Milestone) that Less has no claim or offset against City, or, if it does, stating the date of the assignment and assignee (if known to Milestone); and
- f. other matters as may be reasonably requested.

Any certificate may be relied upon by any prospective purchaser, lender or other person with a bona fide interest in the Leased Premises.

30. NO WAIVER:

No waiver of any condition or agreement in this Lease by either City or Milestone will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by City during the term of this Lease will be deemed an acceptance of surrender of the Leased Premises, and no agreement to accept the surrender will be valid unless in writing signed by City. The delivery of Milestone's keys to City will not constitute a termination of this Lease unless City has entered into a written agreement to that effect. No payment by Milestone, or receipt from City, of a lesser amount than the rent or other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent will be deemed an accord and satisfaction. City will accept the check for payment without prejudice to City's right to recover the balance of the rent or to pursue any other remedy available to City.

31. AUTHORITY:

Each of the persons executing this Lease on behalf of Milestone warrants to City that Milestone is a duly organized and existing corporation under Delaware law, that Milestone is authorized to do business in the State of Virginia, that Milestone has full right and authority to

enter into this Lease, and that each and every person signing on behalf of Milestone is authorized to do so. Upon City's request, Milestone will provide evidence satisfactory to City confirming these representations.

City and the person executing and delivering this Lease on City's behalf each represents and warrants to Milestone that such person is duly authorized to so act and has the power and authority to enter into this Lease; and that all action required to authorize City and such person to enter into this Lease has been duly taken.

32. LIMITED LIABILITY:

Milestone's sole recourse against City, and any successor to the interest of City in the Leased Premises, is to the interest of City, and any successor, in the Leased Premises. Milestone will not have any right to satisfy any judgment which it may have against City, or any successor, from any other assets of City, or any successor, or from any of City's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers, or guests. In no event shall City be liable for consequential or punitive damages, economic losses or losses derived from future expected revenues. The provisions of this Section 32 are not intended to limit Milestone's right to seek injunctive relief or specific performance.

33. RECORDATION:

Milestone may record, at Milestone's expense, a memorandum or short form hereof in the form attached hereto as Exhibit D).

IN WITNESS WHEREOF, the parties hereto executed this Lease in two parts on the dates indicated.

[SIGNATURES ON FOLLOWING PAGE]

CITY:

CITY OF LYNCHBURG

By: _____

Name: L. Kimball Payne

Its: City Manager

Date: _____

MILESTONE:

MILESTONE COMMUNICATIONS
MANAGEMENT III, INC., a Delaware corporation

By: _____

Name: Leonard Forkas, Jr.

Its: President

Date: _____

EXHIBIT A
to the Form Lease Agreement
Description/Depiction of the Monopole and Leased Premises
[Attached]

EXHIBIT B
to the Form Lease Agreement
Description/Depiction of the Appurtenant Easements
[Attached]

EXHIBIT C
to the Form Lease Agreement
Hazardous Materials

EXHIBIT D

to the Form Lease Agreement

Form Memorandum of Lease

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of the ___ day of _____, 20__, by and between Milestone Communications Management III, Inc., a Delaware corporation (“Milestone”), and the City of Lynchburg, a Municipal Corporation of the Commonwealth of Virginia hereinafter (“City”).

RECITALS:

A. City and Milestone are parties to a Lease Agreement, dated _____, 20__ (the “Lease”), pursuant to which City has leased to Milestone certain real property in Lynchburg, Virginia described in Exhibit “A” attached hereto.

B. City and Milestone wish to enter into this Memorandum of Lease.

NOW, THEREFORE, in consideration of the premises, the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Milestone hereby agree as follows:

1. The name of the City under the Lease is City of Lynchburg.
2. The name of the Milestone under the Lease is Milestone Communications Management III, Inc.
3. The address of City, as stated in the Lease, is City of Lynchburg, 900 Church Street, Lynchburg, VA, 24504, Attn: _____. The address of Milestone, as stated in the Lease, is Milestone Communications, 12110 Sunset Hills Road, Suite 100, Reston, VA 20190.
4. The leased premises, as described in the Lease, consists of a portion of the property owned by the City located at _____, Virginia _____, and known as _____ and as more particularly described on the attached Exhibit A.
5. The term of the Lease is thirty (30) years. The date of commencement of the term of the Lease was _____, 20__, and the date of termination of the term of the Lease is thirty (30) years thereafter, subject to any applicable renewal period.
6. Accordingly, the latest date to which the term of the Lease may be extended is _____.

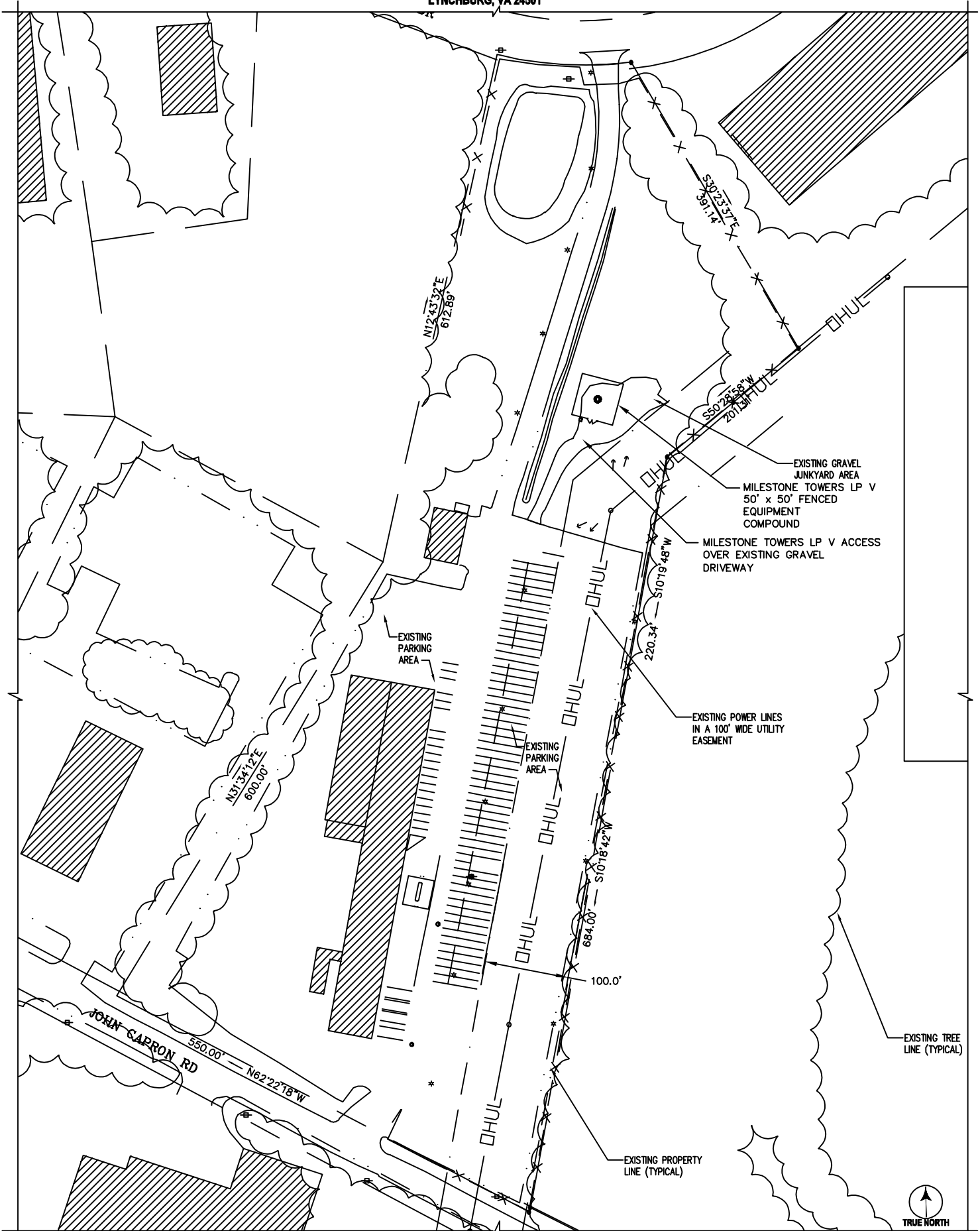
(Signatures on the following 2 pages)

**Exhibit A to
Memorandum of Lease**

(Legal Description)

569512 v1/RE

EXHIBIT A
MILESTONE TOWERS LP V - LYNCHBURG SITE
 PARCEL ID: 11501003
 3525 JOHN CAPRON ROAD
 LYNCHBURG, VA 24501



**EXHIBIT A-1
MILESTONE TOWERS LP V - LYNCHBURG SITE
LEASED PREMISES**

PAGE 1 OF 3

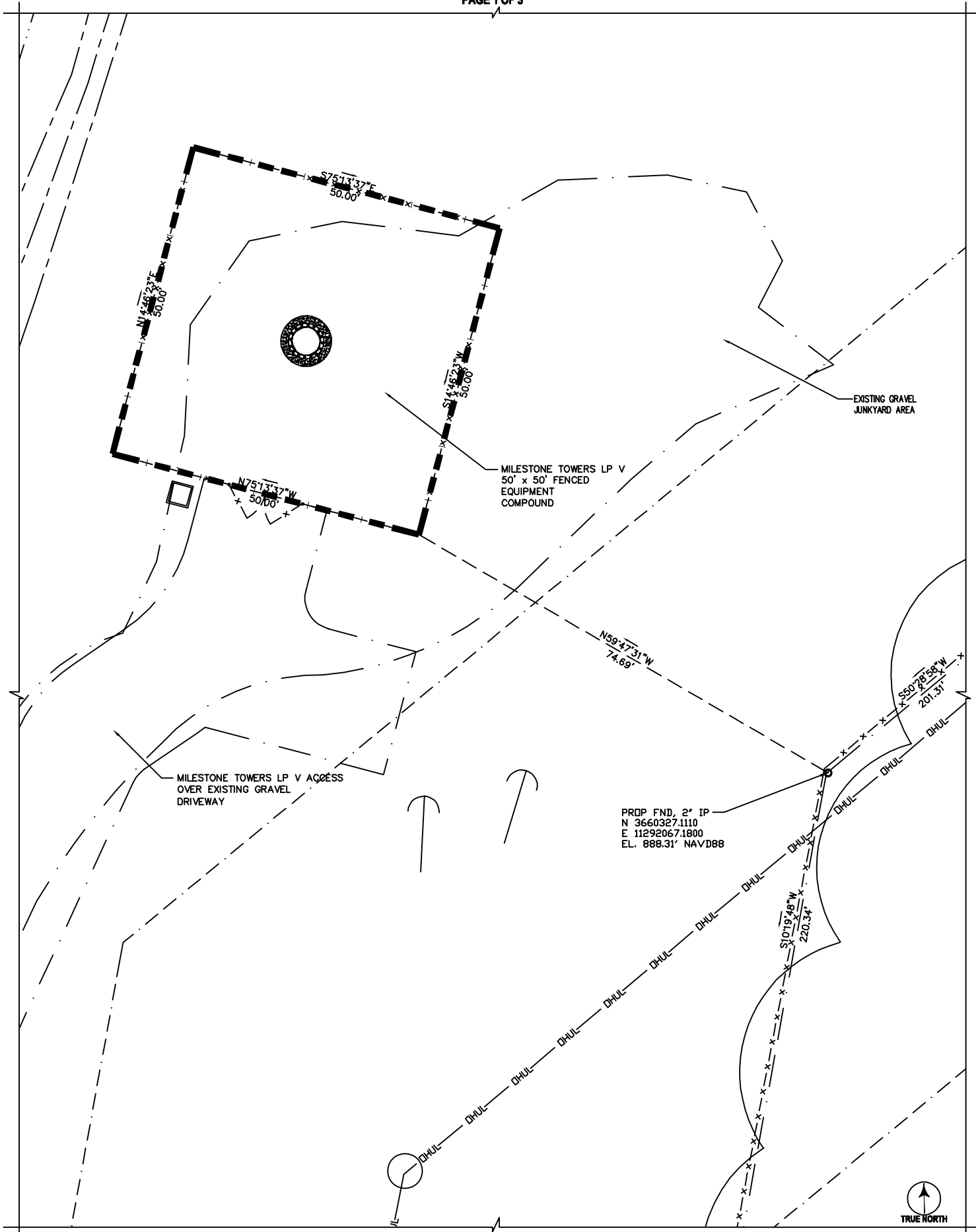


EXHIBIT A-1
MILESTONE TOWERS LP V - LYNCHBURG SITE
LEASED PREMISES

PAGE 2 OF 3

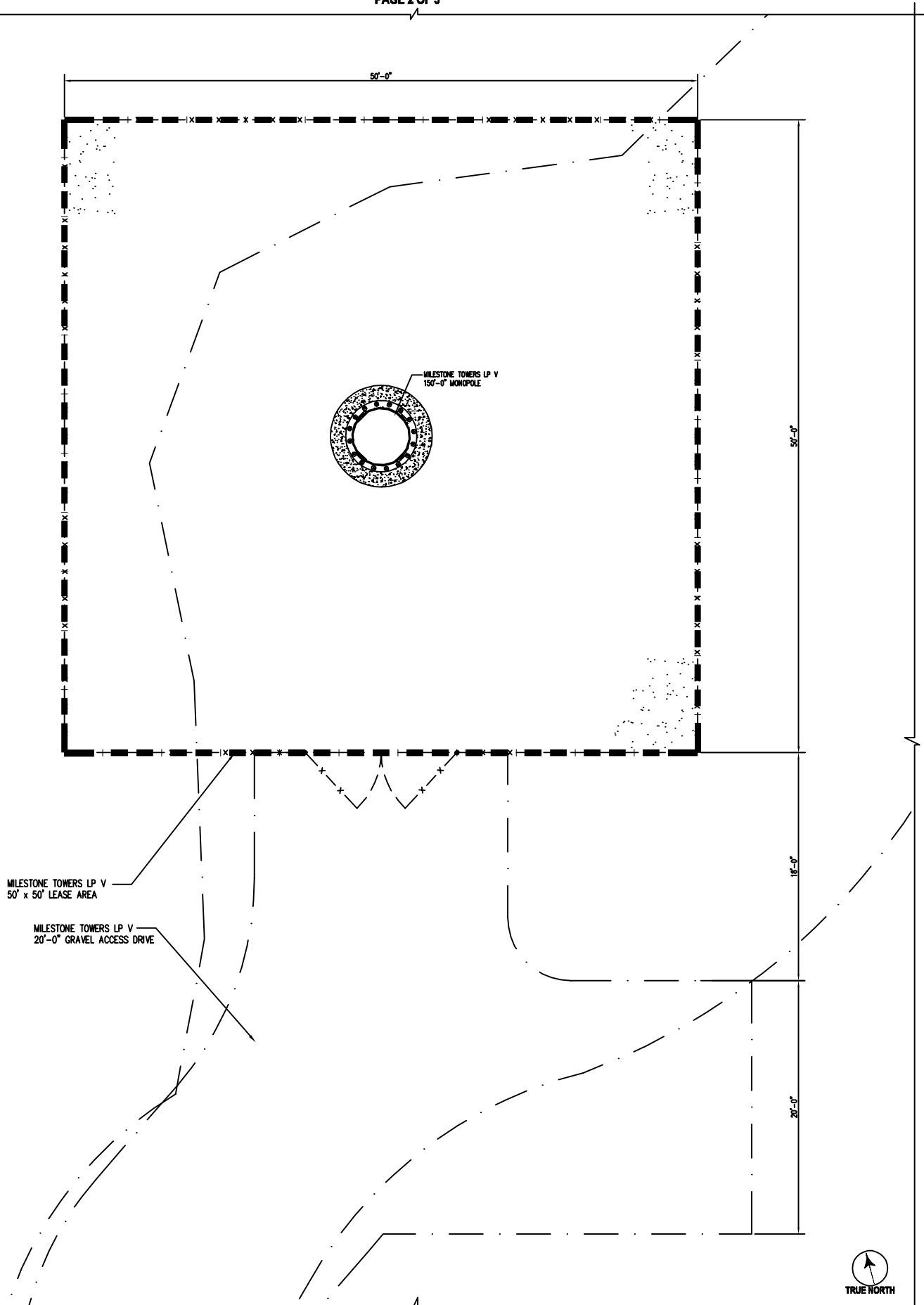


EXHIBIT A-1
MILESTONE TOWERS LP V - LYNCHBURG SITE
LEASED PREMISES
PAGE 3 OF 3

LEGAL DESCRIPTION FOR 50' x 50' LEASE AREA

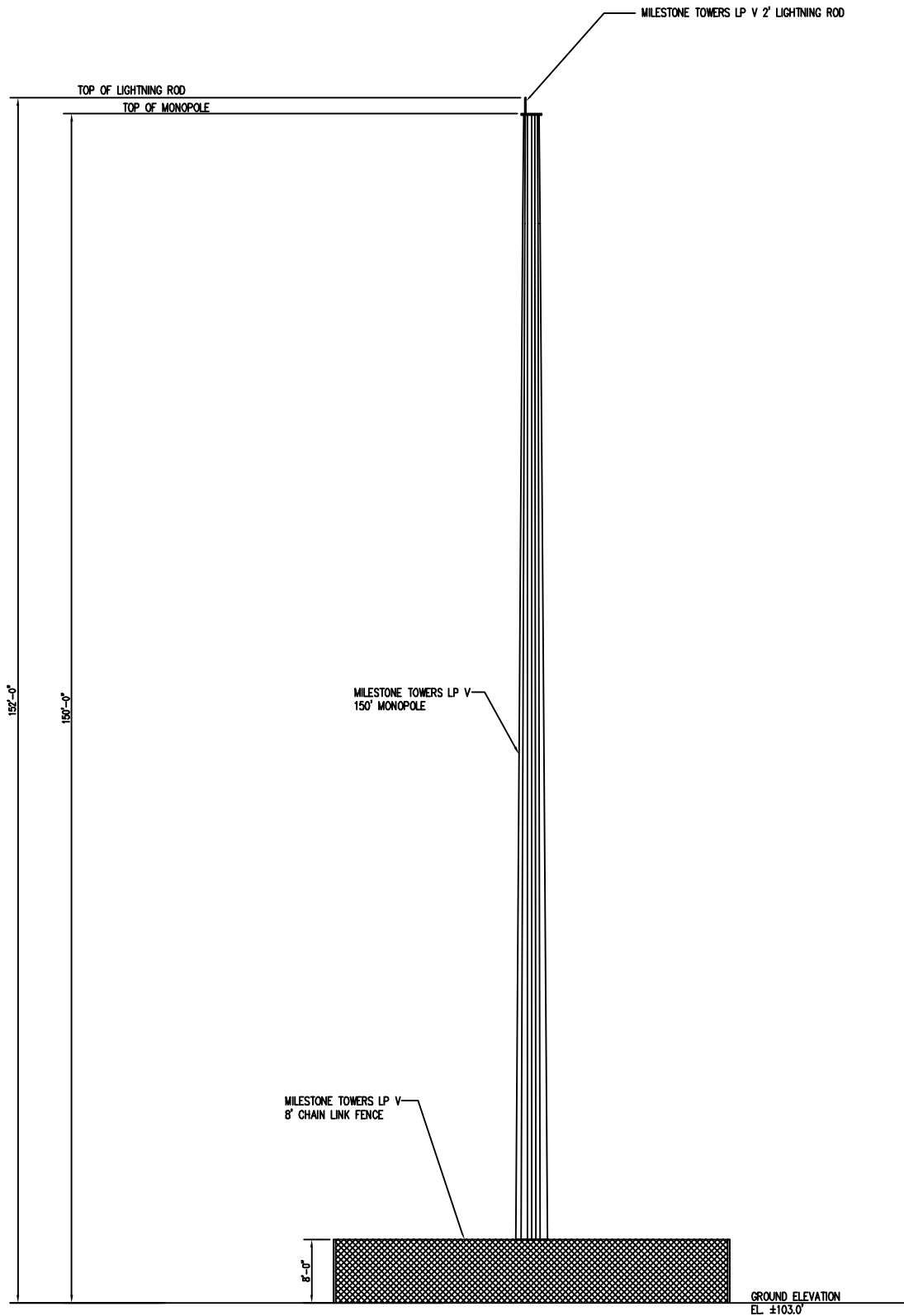
BEING A PORTION OF A PARCEL OF LAND IN THE CITY OF LYNCHBURG IN THE COMMONWEALTH OF VIRGINIA WITH PARCEL ID NUMBER 11501003, AND ACQUIRED BY THE CITY OF LYNCHBURG MANAGER'S OFFICE AS RECORDED IN THE LAND RECORDS OF CLERK OF THE CIRCUIT COURT OF THE CITY OF LYNCHBURG, VIRGINIA, IN DEED BOOK 496, PAGE 550, SUCH PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE MOST EASTERLY PROPERTY LINE OF SAID PARCEL WITH PARCEL ID NUMBER 11501003, AND THE COMMON MOST WESTERLY PROPERTY LINE OF A PARCEL WITH ID NUMBER 11501004, AND ACQUIRED BY TEMPLETON PAVING LLC, SAID POINT BEING A FOUND 2" IRON PIPE HAVING VIRGINIA STATE SOUTH ZONE COORDINATES OF NORTH 3660327.1110 AND EAST 11292067.1800, THENCE DEPARTING SAID POINT NORTH 59° 47' 31" WEST A DISTANCE OF 74.69' TO A POINT, SAID POINT BEING THE MOST SOUTH EASTERLY CORNER AND THE TRUE POINT OF BEGINNING OF A 50' x 50' LEASE AREA;

THENCE NORTH 75° 13' 37" WEST A DISTANCE OF 50.00' TO A POINT;
THENCE NORTH 14° 46' 23" EAST A DISTANCE OF 50.00' TO A POINT;
THENCE SOUTH 75° 13' 37" EAST A DISTANCE OF 50.00' TO A POINT;
THENCE SOUTH 14° 13' 23" WEST A DISTANCE OF 50.00' TO THE TRUE POINT OF BEGINNING AND TERMINUS OF SAID 50' x 50' LEASE AREA;

THE ABOVE DESCRIBED LEASE AREA CONTAINING 2,500 SQUARE FEET OR 0.0574 ACRES MORE OR LESS IS DEDICATED TO THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL EQUIPMENT REQUIRED FOR TELECOMMUNICATIONS SERVICE AND IS SUBJECT TO ALL MATTERS OF PUBLIC RECORD AS STILL MAY BE IN FORCE AND APPLICABLE. ALL OF THE ABOVE BEARINGS ARE NAD83 VIRGINIA STATE PLANES SOUTH ZONE AND THE DISTANCES ARE GROUND.

**EXHIBIT A-2
MILESTONE TOWERS LP V - LYNCHBURG SITE
TOWER PROFILE**



VIEW LOOKING SOUTHEAST

EXHIBIT B
MILESTONE TOWERS LP V - LYNCHBURG SITE
 APPURTENANT EASEMENT
 ACCESS EASEMENT
 PAGE 1 OF 3

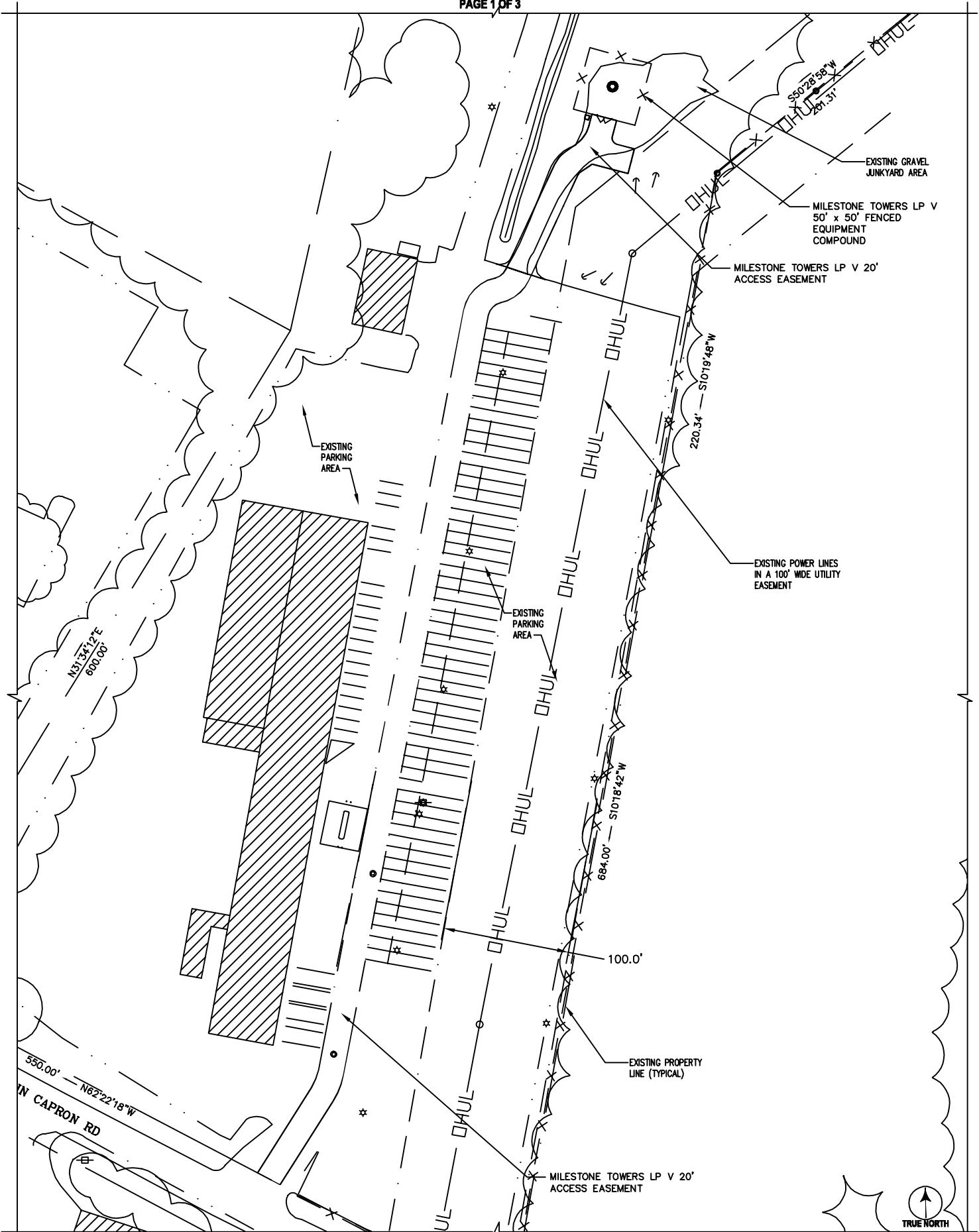


EXHIBIT B
MILESTONE TOWERS LP V - LYNCHBURG SITE
APPURTENANT EASEMENT
UTILITY EASEMENT
PAGE 2 OF 3

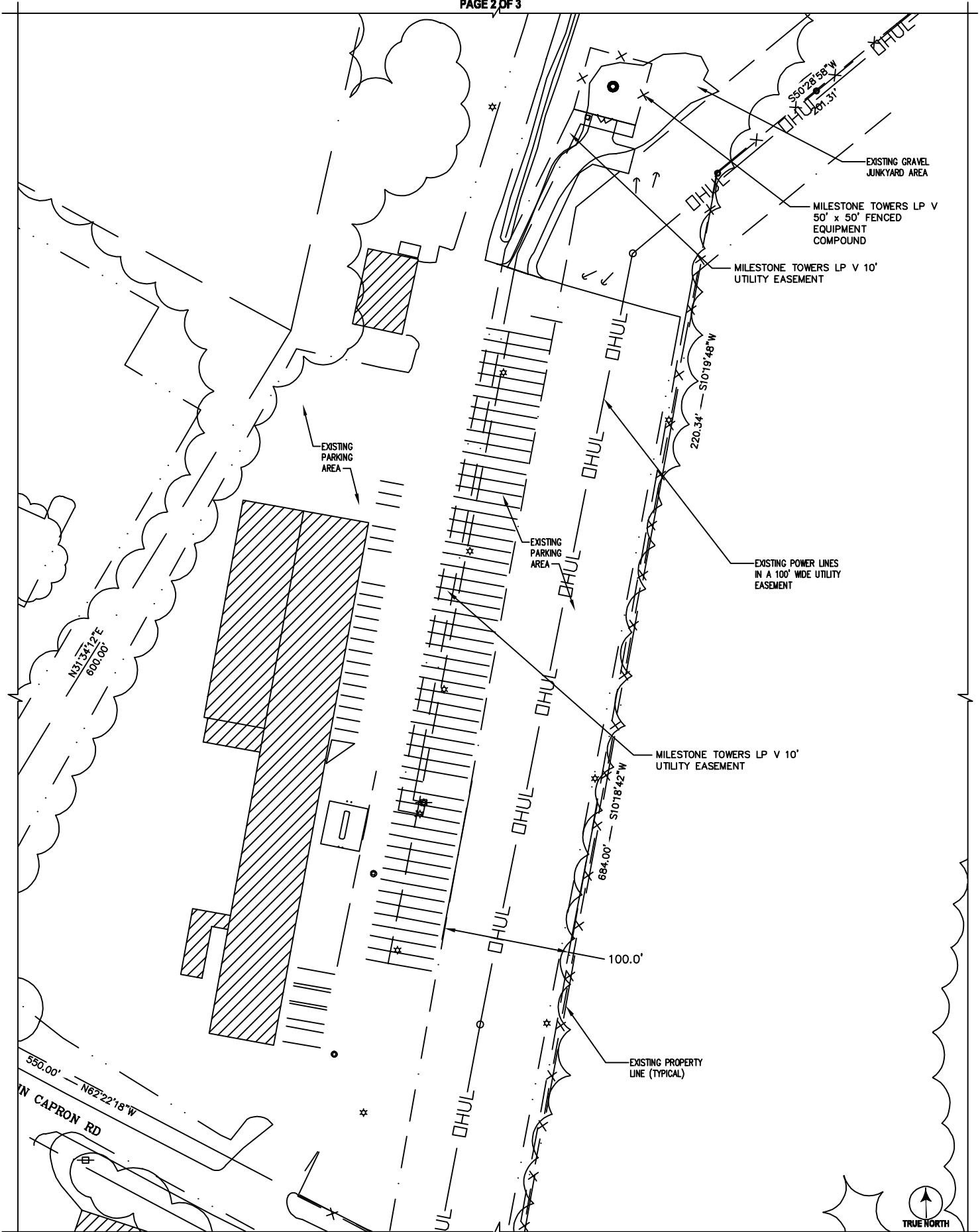
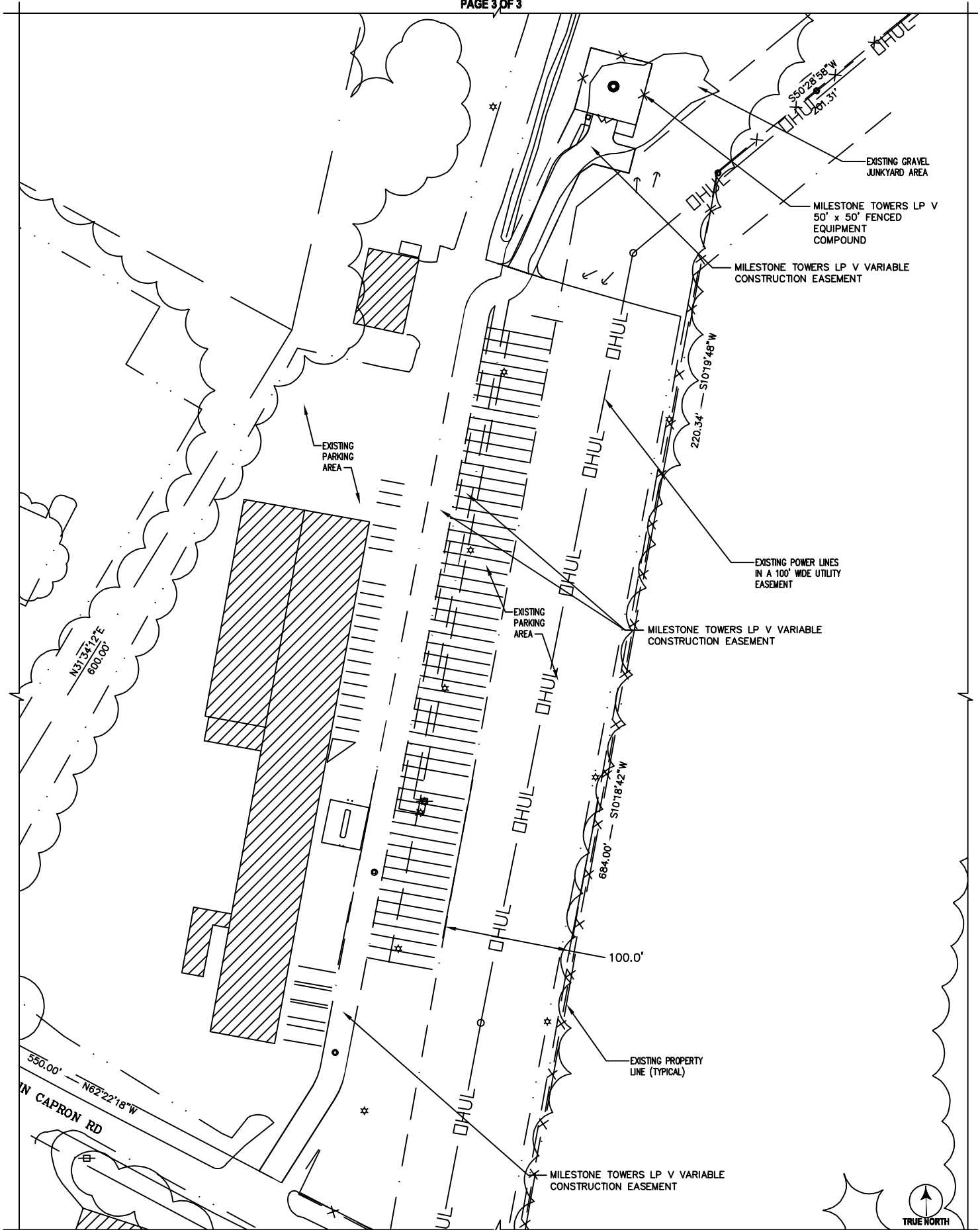


EXHIBIT B
MILESTONE TOWERS LP V - LYNCHBURG SITE
 APPURTENANT EASEMENT
 CONSTRUCTION EASEMENT
 PAGE 3 OF 3



RESOLUTION

WHEREAS, pursuant to that certain document entitled, "AGREEMENT FOR USE OF REAL PROPERTY FOR SCHOOL PURPOSES", dated April 11, 2005, between the City of Lynchburg, a municipal corporation of the Commonwealth of Virginia, and the Lynchburg City Schools, a political subdivision of the Commonwealth of Virginia, the Lynchburg City Schools Facilities and Transportation Departments occupy real property located at 3525 John Capron Road; and

WHEREAS, Lynchburg City Schools is in receipt of a proposed lease from Milestone Towers to place a cell tower on the Facilities and Transportation Department property; and

WHEREAS, the proposed cell tower placement aligns with the school division's planned use of the referenced real property; and

WHEREAS, the terms of the proposed lease agreement, if approved by City Council, would provide monthly revenue to the City of Lynchburg

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD FOR THE CITY OF LYNCHBURG

1. That the Lynchburg City School Board does hereby express support for the proposed lease of real property and recommends approval of a lease agreement.
2. That the Lynchburg City School Board does hereby request that Lynchburg City Council annually appropriate revenues received from the proposed lease to the Lynchburg City Schools Capital Fund for the express purpose of making capital improvements at the Facilities and Transportation Department site.

Adopted: *October 15, 2024*

Certified: *Jina P. Day*
School Board Clerk



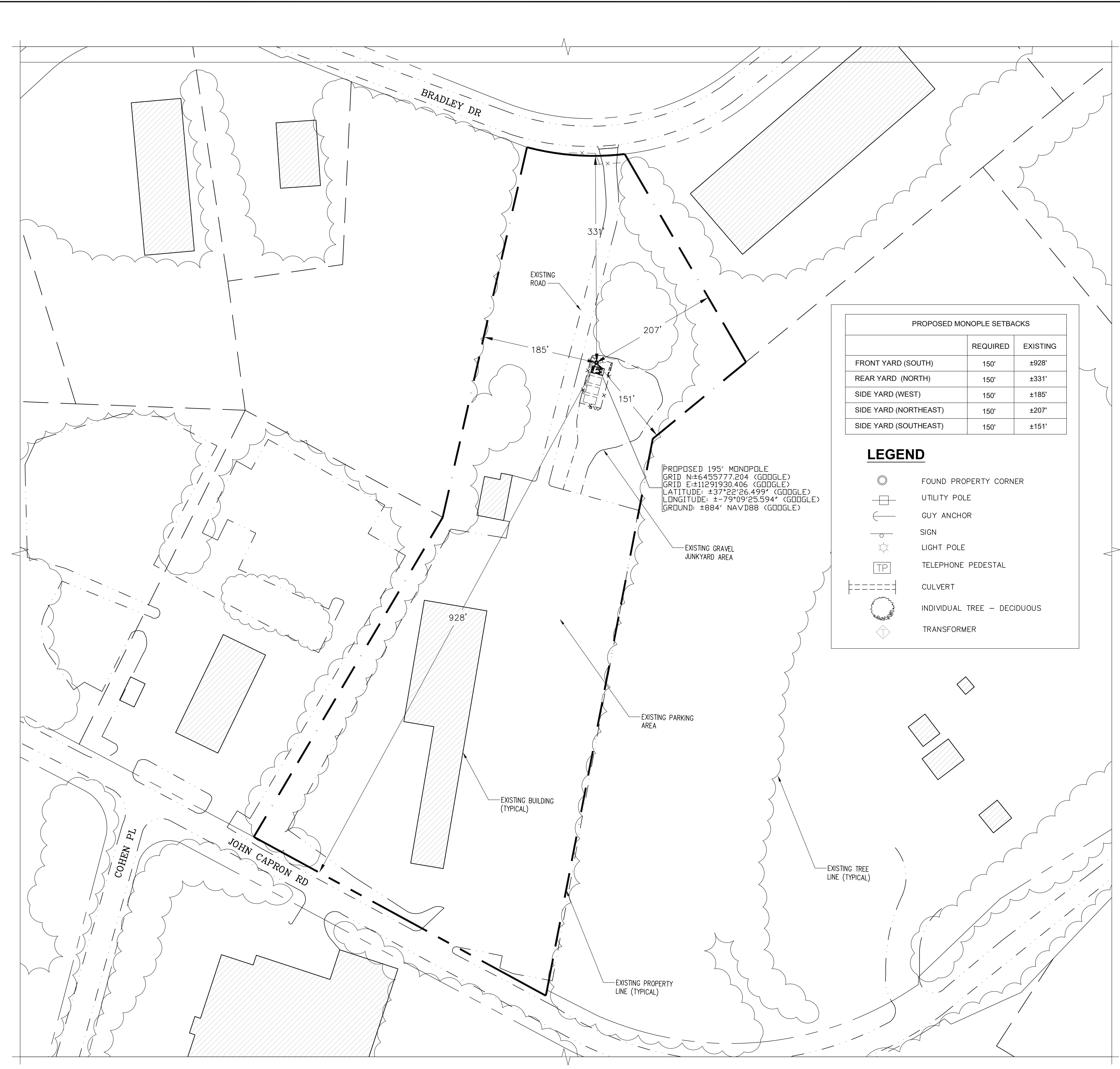
VICINITY MAP
SCALE: 1" = 1,000'
TRUE NORTH

SITE NOTES

- SITE NAME: LYNCHBURG
- THIS IS NOT A BOUNDARY SURVEY AND IS NOT TO BE USED FOR THE TRANSFER OF PROPERTY.
 - THE SUBJECT PARCEL INFORMATION:
OWNER: CITY OF LYNCHBURG, CITY MANAGER'S OFFICE
PREMISES ADDRESS: 3525 JOHN CAPRON RD
LYNCHBURG, VA 24501
JURISDICTION: CITY OF LYNCHBURG
PARCEL ID: 11501003
ZONING: 1-3 HEAVY INDUSTRIAL
USE: SCHOOL BUS LOT
 - THE RECORDED REFERENCES FOR THE SUBJECT PARCEL ARE AS FOLLOWS:
DEED: BK 496, PG 550
 - THE DATUM'S ARE NAD 83 AND NAVD 88, AND THE BEARING BASE IS STATE GRID.
 - NO UNDERGROUND UTILITIES HAVE BEEN LOCATED, THE PRESENCE OF ANY SUCH UTILITIES MUST BE CONFIRMED BY THE CONTRACTOR BEFORE CONSTRUCTION.
 - NO WETLANDS HAVE BEEN DEFINED AND ANY AREAS SHOWN AS MARSH, PONDS OR DITCHES ARE DONE SO FROM VISIBLE SURFACE FEATURES AND IN NO WAY CONSTITUTE A DEFINED WETLAND.
 - THE FLOOD ZONE OF THE PROPOSED MONOPOLE IS AS FOLLOWS; FLOOD ZONE X, AREA OF MINIMUM FLOODING. SOURCE, FEMA FLOOD MAP FOR CITY OF LYNCHBURG, VA. COMMUNITY PANEL NUMBER 510093 0106D. REVISED, JUNE 3, 2008.
 - NO TITLE REPORT WAS FURNISHED FOR THIS SURVEY.
 - DATA COLLECTED AND SHOWN ON THIS DRAWING ARE FOR THE PURPOSES OF CONSTRUCTION OF A CELLULAR MONOPOLE, ANY NECESSARY ANCILLARY EQUIPMENT AND ALL APPROPRIATE EASEMENTS.
 - NO UNRECORDED EASEMENTS ARE SHOWN ON THIS SURVEY AND IT IS POSSIBLE THAT SUCH EASEMENTS IMPACT THE SITE.
 - THIS PROPERTY IS SUBJECT TO ALL MATTERS OF PUBLIC RECORD.
 - THE LOCATION OF THE PROPOSED MONOPOLE IS AS FOLLOWS; THE VALUES LISTED BELOW ARE WITHIN ±50' HORIZONTAL AND ±20' VERTICAL.
LATITUDE: N ±37° 22' 26.499" (GOOGLE)
LONGITUDE: W ±79° 09' 25.594" (GOOGLE)
ELEVATION: ±884' NAVD88 AT BASE (GOOGLE)

LINE TYPES

- BOUNDARY LINE - SUBJECT PARCEL
- UNSURVEYED LINE - BOUNDARY OF ADJOINERS
- EASEMENT BOUNDARY
- RIGHT OF WAY BOUNDARY
- EDGE OF ASPHALT
- EDGE OF CONCRETE
- EDGE OF GRAVEL
- CURB
- FENCE LINE - CHAIN
- OVERHEAD UTILITY LINE
- OHUL
- TREE OR VEGETATION LINE



PROPOSED MONOPOLE SETBACKS

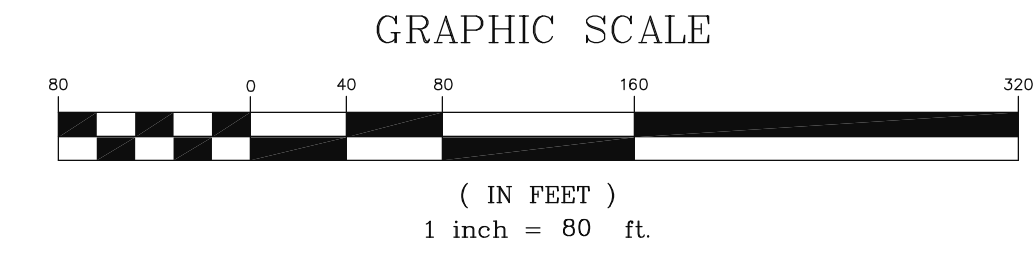
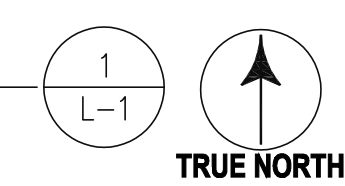
	REQUIRED	EXISTING
FRONT YARD (SOUTH)	150'	±928'
REAR YARD (NORTH)	150'	±331'
SIDE YARD (WEST)	150'	±185'
SIDE YARD (NORTHEAST)	150'	±207'
SIDE YARD (SOUTHEAST)	150'	±151'

LEGEND

- FOUND PROPERTY CORNER
- UTILITY POLE
- ⌋ GUY ANCHOR
- ⊕ SIGN
- ⊙ LIGHT POLE
- ⊠ TELEPHONE PEDESTAL
- ⌒ CULVERT
- ⊙ INDIVIDUAL TREE - DECIDUOUS
- ◇ TRANSFORMER

PROPOSED 195' MONOPOLE
GRID N: ±6455777.204 (GOOGLE)
GRID E: ±11291930.406 (GOOGLE)
LATITUDE: ±37° 22' 26.499" (GOOGLE)
LONGITUDE: ±79° 09' 25.594" (GOOGLE)
GROUND: ±884' NAVD88 (GOOGLE)

SITE PLAN
SCALE: 1" = 80'



entrex
communication services, inc.
6100 EXECUTIVE BLVD.
SUITE 430
ROCKVILLE, MD 20852
PHONE: (202) 408-0960

Milestone Towers

LYNCHBURG
3525 JOHN CAPRON RD
LYNCHBURG, VA, 24501

SEAL:

SUBMITTALS

DATE	DESCRIPTION	REV.
08-22-2024	CONCEPT REVIEW	A

PROJECT NO: 1050.447
DESIGNER: R.S.
ENGINEER: C.S.
THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE
GRAPHIC SCALE IN INCHES
SHEET TITLE:

SITE PLAN
SHEET NUMBER:
L-1

SEAL:

SUBMITTALS

DATE	DESCRIPTION	REV.
08-22-2024	CONCEPT REVIEW	A

PROJECT NO: 1050.447
DESIGNER: R.S.
ENGINEER: C.S.

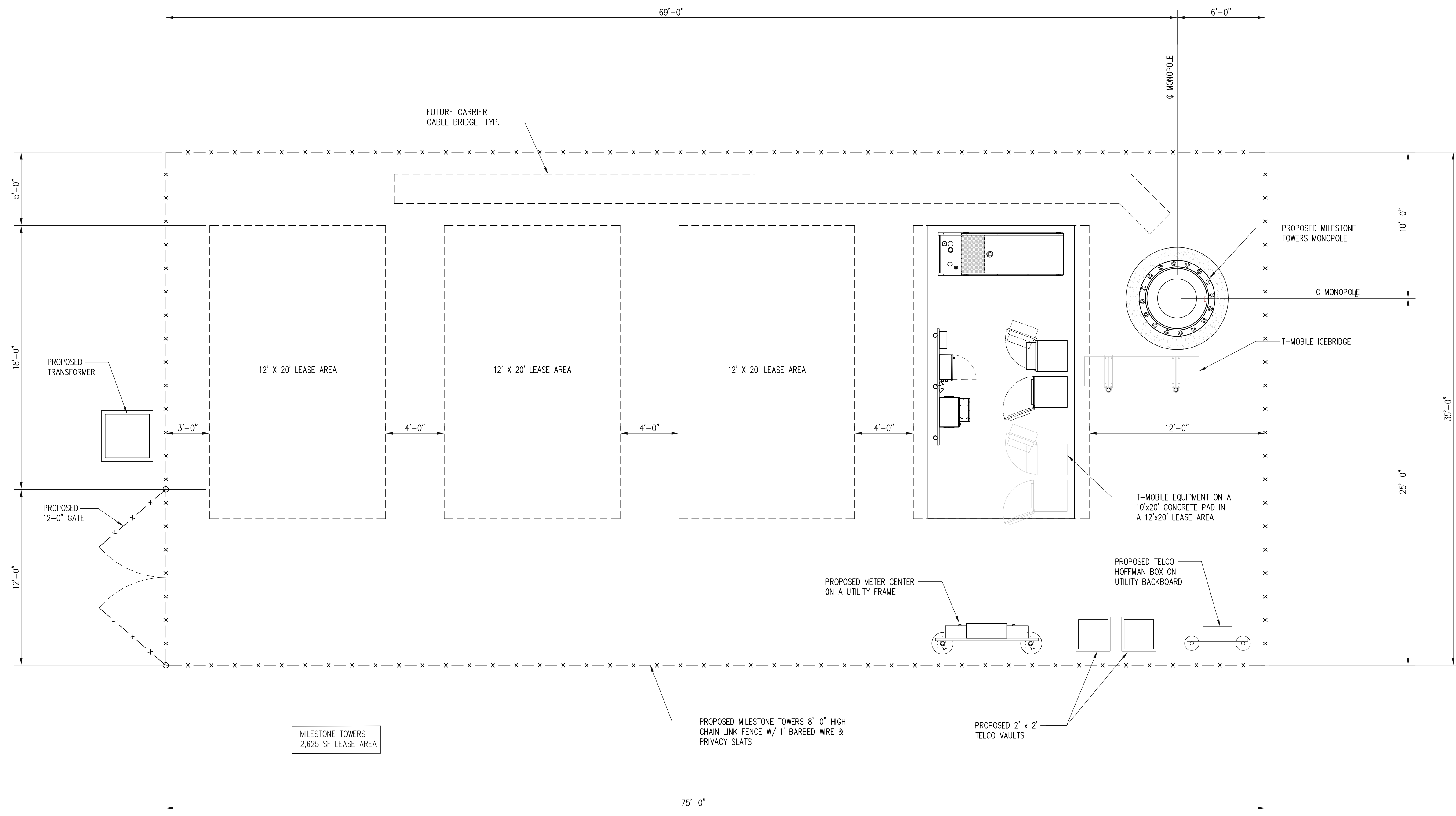
THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE
0 1/2 1
GRAPHIC SCALE IN INCHES

SHEET TITLE:

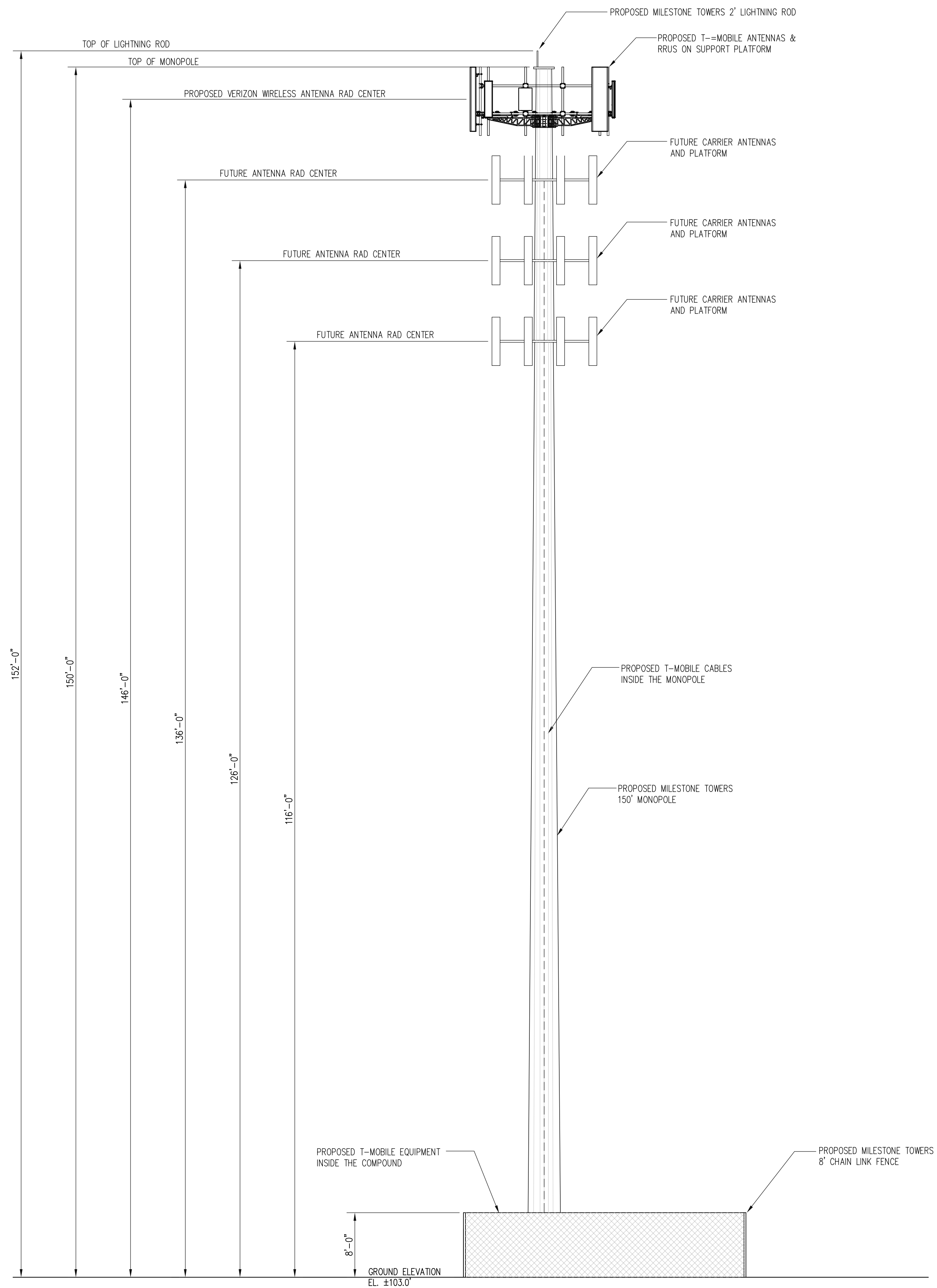
COMPOUND PLAN

SHEET NUMBER:

L-2



COMPOUND PLAN
SCALE: 1/4" = 1'-0"
1
L-2
TRUE NORTH



VIEW LOOKING NORTH

MONOPOLE ELEVATION

SCALE: 1/8"=1'-0"

1
L-3



6100 EXECUTIVE BLVD.
SUITE 430
ROCKVILLE, MD 20852
PHONE: (202) 408-0960



**Milestone
Towers**

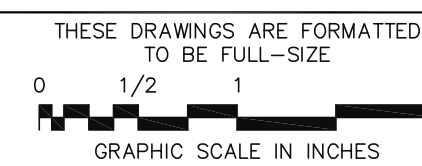
LYNCHBURG
3525 JOHN CAPRON RD
LYNCHBURG, VA, 24501

SEAL:

SUBMITTALS

DATE	DESCRIPTION	REV.
08-22-2024	CONCEPT REVIEW	A

PROJECT NO: 1050.447
DESIGNER: R.S.
ENGINEER: C.S.



SHEET TITLE:

**MONOPOLE
ELEVATION**

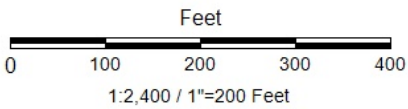
SHEET NUMBER:

L-3

The City of Lynchburg, VA

Legend

- Addresses
- Street Labels
-  wPressureZone
-  Ingress Egress
-  Prescriptive
-  Private Road
-  Cluster Open Space
-  Stream Restoration
-  Conservation, Agriculture
-  Conservation, Forest
-  Historic, Agriculture
-  Other
- Legal Lot Lines
-  Vacated Right of Way
-  Parcels
-  Owner Undetermined
-  Survey Gap
-  Assessed By County



Lynchburg City Schools Proposed Cell Tower Placement

10/3/2024

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and the City of Lynchburg is not responsible for its accuracy or how current it may be.



RESOLUTION:

#R-25-_____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That the Lease Agreement, dated August 26, 2025, between the City of Lynchburg, Lynchburg City Schools, and Milestone Tower Limited Partnership-IV (“Milestone”) is hereby approved, and expressly incorporated herein by reference. Such Lease Agreement will allow Milestone to construct, install, and maintain a monopole at 2535 John Capron Road, Lynchburg, Virginia 24501 (Tax Map No. 11501003) for Milestone’s telecommunications operations and other related purposes.
2. That the City Manager is authorized to execute the said License Agreement on behalf of the City, and take any further actions necessary to finalize the same.
3. That, at the request of the School Board for the City of Lynchburg, Virginia, the Lynchburg City Council, at the appropriate time, agrees to appropriate the annual revenues received from the aforesaid Lease Agreement to the Schools Capital Fund for the express purpose of making capital improvements at the Lynchburg City Schools’ Facilities and Transportation Department site.
4. That this Resolution shall become effective upon its adoption.

Adopted:

Certified: _____
Clerk of Council

AGENDA ITEM SUMMARY

MEETING DATE

July 8, 2025

PRESENTED BY

Wyatt Woody, Director of Parks and Recreation

AGENDA ITEM # III.3

Conserved Open Space Designation (Perrymont Park Improvements)

RECOMMENDATION

Recommend the Designation of Conserved Open Space in connection with Perrymont Park Improvements.

SUMMARY

City Council previously approved the acceptance of grants from the Virginia Outdoor Foundation and Department of Conservation and Recreation for improvements at Perrymont Park. The project included the construction of a paved 1/4-mile walking loop, nature paths, picnic area, fenced off-leash area, drainage improvements and outdoor classroom. This project is supported by current Master Plans and Comprehensive Plan.

The improvements to the property will generate surface water runoff (i.e. stormwater) that will need to be managed in accordance with City code and state law. Conserved open space -- the practice of setting aside land via deed restriction to allow low volumes of runoff to disperse and infiltrate -- is a state-approved measure to mitigate stormwater impacts.

To dedicate the land for stormwater management purposes, City Council will need to approve resolutions to create the necessary deed restrictions. The resolution will come before Council at the August 26, 2025 meeting.

Council has taken similar action for park improvements in the Tinbridge Hill neighborhood and at Jefferson Park in the Dearington Neighborhood.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

N/A

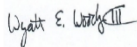
CONTACT(S)

Wyatt Woody, Director of Parks and Recreation

ATTACHMENT(S)

1. Conserved Open Space Designation
2. Exhibit Drawing - Conserved Open Space Designation
3. Proposed Resolution - Conserved Open Space Designation

REVIEWED BY



Date: June 26, 2025

Wyatt Woody, Director of Parks and Recreation



Date: July 02, 2025

Kent White, Assistant City Manager



Date: July 03, 2025

Alicia Finney, Clerk of Council

PREPARED BY/RETURN TO:
City of Lynchburg, Virginia
City Attorney's Office
900 Church Street
Lynchburg, VA 24504

Portion of Tax Map No. 05613002
Index: City of Lynchburg, Virginia

DESIGNATION OF CONSERVED OPEN SPACE

WHEREAS, in connection with City of Lynchburg's Department of Parks and Recreation Project No. GOV2410-0001 identified as Perrymont Park Improvements, hereafter the "Project", the **CITY OF LYNCHBURG, VIRGINIA**, a Grantor for reference purposes only, hereafter the "City", is required to designate a certain amount of Conserved Open Space pursuant to the City's and the Virginia Department of Environmental Quality's stormwater management regulations; *and*

WHEREAS, in connection with the Project and a Grant Agreement between the Virginia Outdoors Foundation and the City, the Lynchburg City Council previously adopted Resolution #R-24-068 on September 24, 2024, authorizing certain property owned by the City to be restricted to and dedicated as open-space land in accordance with the Virginia Open-Space Land Act, as shown of record in the Clerk's Office of the Circuit Court for the City of Lynchburg, Virginia under Instrument No. 240006801; *and*

WHEREAS, approximately 1.556 acres of land on Parcel #05613002 in the City of Lynchburg, Virginia, included in the restriction and dedication of open-space land shown under Instrument No. 240006801, and shown as a shaded area and named "PROPOSED VRRROM CONSERVED OPEN SPACE (1.556 ACRES)" on an Exhibit Drawing attached hereto (designated as City File No. B-2486), needs to be designated as Conserved Open Space for purposes of the Project, in furtherance of the said Resolution, and as part of the City's and the Virginia Department of Environmental Quality's stormwater management regulations.

(Remainder of Page Intentionally Left Blank)

NOW, THEREFORE, WITNESSETH: the “PROPOSED VRROM CONSERVED OPEN SPACE (1.556 ACRES)”, as shown on the Exhibit Drawing attached hereto, is hereby designated as Conserved Open Space for purposes of the Project, in furtherance of the said Resolution, and as part of the City’s and the Virginia Department of Environmental Quality’s stormwater management regulations.

EXECUTED as of the ____ day of _____, 2025.

City of Lynchburg, Virginia

By: _____ (Seal)

Printed Name: Wynter C. Benda

Its: City Manager

COMMONWEALTH OF VIRGINIA,)

CITY OF LYNCHBURG, *to-wit:*)

Acknowledged before me on behalf of the City of Lynchburg, Virginia by Wynter C. Benda, its City Manager, on this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____
Registration No. _____

Affix Notary Seal:

(Seal)

Attest:

Approved as to Form:

Alicia L. Finney, Clerk of Council

City Attorney/Designee

CITY FILE NO. B-2486

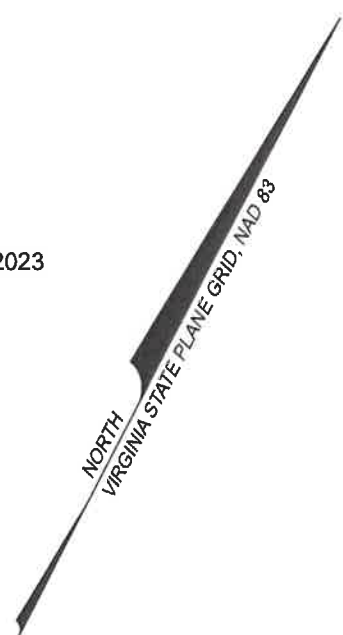
Apr 04, 2025 - 12:10pm Z:\2023\20230623\Survey\CAD\dwg\Easement Plat.dwg

NOTES:

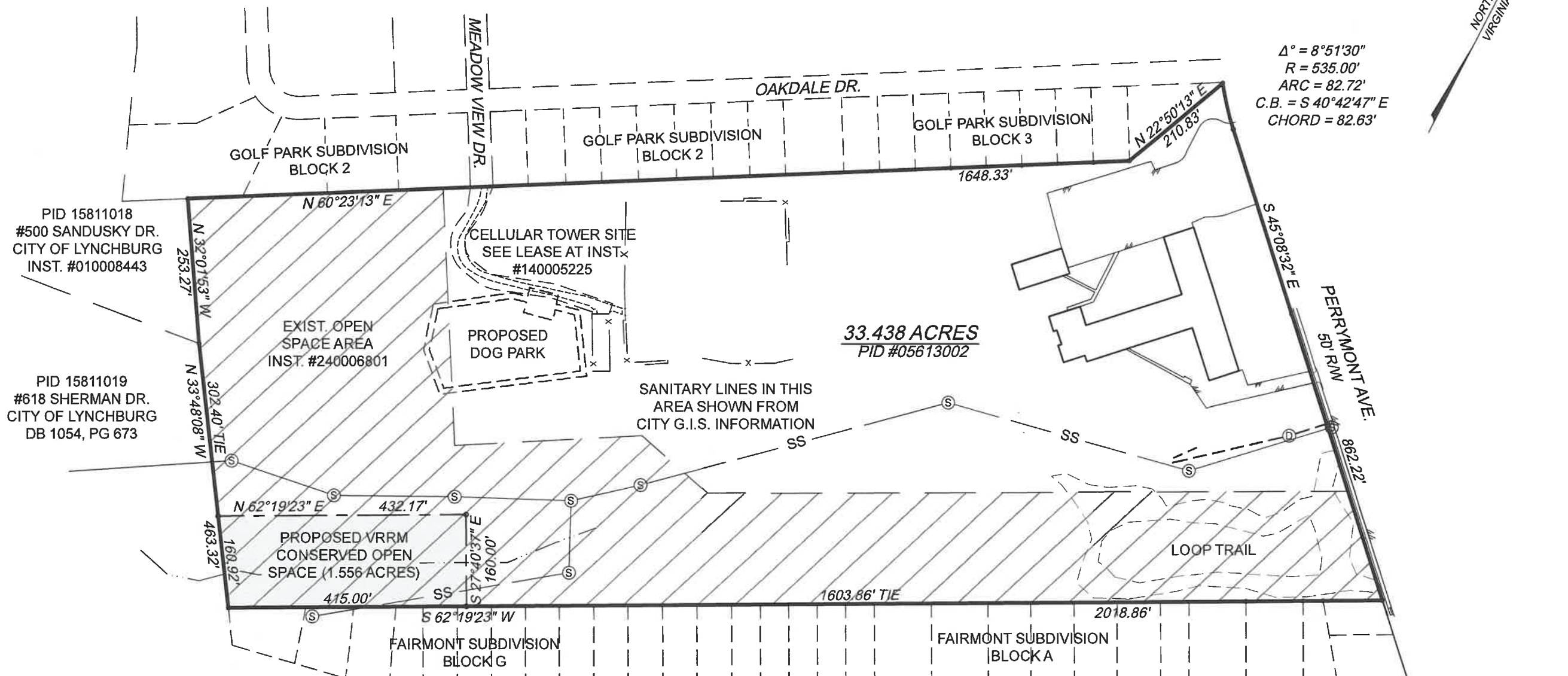
1. THIS PLAT HAS BEEN PREPARED FROM RECORD INFORMATION ONLY. A FIELD SURVEY HAS NOT BEEN COMPLETED AT THIS TIME.
2. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT, THEREFORE, NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
3. THIS PLAT WAS PREPARED AT THE REQUEST OF THE CITY OF LYNCHBURG PARKS AND REC.

SOURCE OF TITLE:
 THE CITY OF LYNCHBURG
 DB 258, PG 583

SUBJECT PLAT OF REFERENCE:
 PLAT BY ACCUPOINT SURVEY & DESIGN,
 TITLED "RESURVEY PLAT OF PARCEL ID
 #05613002 & 15811018...", DATED JUNE 13, 2023



$\Delta^\circ = 8^\circ 51' 30''$
 $R = 535.00'$
 $ARC = 82.72'$
 $C.B. = S 40^\circ 42' 47'' E$
 $CHORD = 82.63'$



LEGEND

- ⊙ PROPERTY CORNER FOUND
- COMPUTED POINT
- Ⓧ STORMWATER MANHOLE
- Ⓢ SANITARY MANHOLE
- CREEK
- == UG STORMWATER LINE
- ▭ AREA DEDICATED AS "OPEN SPACE"



HURT & PROFFITT
 INSPIRED / RESPONSIVE / TRUSTED
 2524 LANGHORNE ROAD
 LYNCHBURG VA 24501
 434.847.7796 | HANDP.COM

ENGINEERING • SURVEYING • LAND DEVELOPMENT • ENVIRONMENTAL
 GEOTECHNICAL • CONSTRUCTION TESTING & INSPECTION • CULTURAL RESOURCES

EXHIBIT DRAWING
 SHOWING PROPOSED OPEN SPACE EASEMENT
PERRYMONT PARK
 CITY OF LYNCHBURG, VIRGINIA

PROJECT NO.	20230623
LAT.	37.38902°
LONG.	-79.18768°
DATE:	04/04/2025
DRAWN BY:	JEH
CHECKED BY:	JEH

RESOLUTION:

#R-25-__

WHEREAS, in connection with City of Lynchburg’s Department of Parks and Recreation Project No. GOV2410-0001 identified as Perrymont Park Improvements, hereafter the “Project”, the City of Lynchburg, Virginia, hereafter the “City”, is required to designate a certain amount of Conserved Open Space pursuant to the City’s and the Virginia Department of Environmental Quality’s stormwater management regulations; *and*

WHEREAS, in connection with the Project and a Grant Agreement between the Virginia Outdoors Foundation and the City, the Lynchburg City Council previously adopted Resolution #R-24-068 on September 24, 2024, authorizing certain property owned by the City to be restricted to and dedicated as open-space land in accordance with the Virginia Open-Space Land Act, as shown of record in the Clerk’s Office of the Circuit Court for the City of Lynchburg, Virginia under Instrument No. 240006801; *and*

WHEREAS, approximately 1.556 acres of land on Parcel #05613002 in the City of Lynchburg, Virginia, included in the restriction and dedication of open-space land shown under Instrument No. 240006801, and shown as a shaded area and named “PROPOSED VRRROM CONSERVED OPEN SPACE (1.556 ACRES)” on an Exhibit Drawing attached hereto (designated City File No. B-2486), needs to be designated as Conserved Open Space for purposes of the Project, in furtherance of the said Resolution, and as part of the City’s and the Virginia Department of Environmental Quality’s stormwater management regulations.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG, VIRGINIA:

1. That the “PROPOSED VRRROM CONSERVED OPEN SPACE (1.556 ACRES)”, shown on the Exhibit Drawing attached hereto, shall be designated as Conserved Open Space for purposes of the Project, in furtherance of the said Resolution, and as part of the City’s and the Virginia Department of Environmental Quality’s stormwater management regulations.
2. That the City Manager, on behalf of the City, is authorized to take all actions necessary to fulfill the requirements of this Resolution, including, but not being limited to, executing an instrument illustrating the designation of Conserved Open Space as previously described.
3. That this Resolution shall be effective upon adoption.

Adopted: _____

Certified: _____
Clerk of Council