

TELECOMMUNICATIONS TOWER SUBLEASE AGREEMENT
BLUE MOUNTAIN TOWER

This non-exclusive Sublease Agreement (hereinafter "Sublease") is hereby made as of this ____ day of September, 2011 by and between FAUQUIER COUNTY BOARD OF SUPERVISORS, a Virginia body politic and corporate, with the principal offices at 10 Hotel Street, Warrenton, Virginia ("County") and BLAZE BROADBAND LLC, with offices in Marshall, Virginia ("Blaze").

RECITALS:

County is the Lessee of a parcel of land ("Land") and owner of the improvements thereon commonly known as the Blue Mountain Telecommunications Tower ("Telecommunications Tower") located within the G.R. Thompson Wildlife Management Area in Fauquier County, Virginia, and more particularly described in the lease between the County and the Commonwealth of Virginia, Department of Game and Inland Fisheries recorded at Deed Book 1085, Page 1809 which lease is incorporated herein as if fully set forth (the Land, improvements and Telecommunications Tower are sometimes hereinafter collectively referred to as the "Premises").

Blaze wishes to Sublease certain space located on the Ensor's Shop Telecommunications Tower (hereinafter "Tower Space") as shown on Exhibit A attached hereto and made a part hereof, and to install those antennas, cables, support structures and ancillary equipment as shown thereon (hereinafter the "Equipment").

Blaze further wishes to utilize a portion of the County's equipment shelter (hereinafter the "Equipment Shelter Space") located on the Premises and to install therein the Equipment described in the manner shown on Exhibit B attached hereto and made a part hereof.

County desires to permit Blaze to Sublease and use the Tower Space and Equipment Shelter Space for the purposes and in accord with the terms and conditions set forth in this Sublease.

WITNESSETH, that in consideration of the covenants herein contained, the County Subleases to Blaze and Blaze Subleases from the County the Tower Space and Equipment Shelter Space, with non-exclusive easements for ingress and egress for cables and utilities, and other rights, all of which are more particularly described within this Sublease and in Exhibits A and B, subject to all the terms, conditions, restrictions and covenants contained in the Lease between the County and the Department of Game and Inland Fisheries.

NOW, THEREFORE, for good and valuable consideration, the parties hereto covenant and agree as follows:

1. TERM:

The initial term of this Sublease shall commence on the earlier of (i) 90 days after the execution of this Agreement or (ii) the issuance of building permits for the Equipment ("Commencement Date"), and extend for a period of five (5) years (hereinafter "Initial Term"). Blaze shall have the right to renew this Sublease following the Initial Term for two (2) additional five (5) year periods (hereinafter "Renewal Terms"), and a third additional renewal period ending on October 1, 2026, unless Blaze provides County notice of its intention not to renew ninety (90) days prior to the expiration of the initial Term or any Renewal Term. Rent shall be increased during each of the 3 renewal terms as set forth in paragraph 7 herein. This Sublease is subordinate to the Lease between the County and the Commonwealth of Virginia (the "Prime Lease") the terms of which are incorporated herein as if fully set forth, and should the Prime Lease terminate or expire for any reason, this Sublease shall also terminate and Sublessee shall be entitled to no damages for such termination.

2. PREMISES:

(a) Tower Space: County agrees to Sublease to Blaze the Tower Space shown on Exhibit A for the purpose of installing, operating and maintaining antennas, cables, support structures and ancillary equipment shown on exhibit A for the transmission and reception of communications and related equipment for broadband internet service. Blaze intends to deploy equipment in the locations shown on Exhibit A. Blaze's installation of all such equipment shall be done according to plans approved by County after reasonable notice to the County, and no equipment or property shall be subsequently relocated (i.e. moved to a different place on the tower) without County's approval. Approval not to be unreasonably withheld. This Sublease is for a broadband internet service employing the equipment described in Exhibits A and B. Any material modifications to the Equipment, including the addition of new radios or new antennas, shall be the subject of prior written approval from the County. Approval not to be unreasonably withheld.

(b) Equipment Shelter Space: Blaze shall have the right, at its sole cost and expense, to install, operate and maintain equipment associated with the provision of broadband internet service in the existing County owned equipment shelter building. The County will provide one half rack, approximately 36" of vertical space, for Blaze to install its equipment. The equipment approved with this Sublease is listed in Exhibit B. Blaze is also permitted to install that wiring between the Equipment Rack and the tower, and one GPS antenna on the ice bridge, which are necessary to install and operate its equipment. Blaze's installation of all such equipment, personal property, and facilities shall be done according to plans approved by County after reasonable notice to the County, and no equipment or property shall be subsequently relocated without County's approval. Approval not to be unreasonably withheld. The County shall be entitled to monitor and assist with the installation of such equipment to the extent it deems advisable. The equipment shall remain the exclusive property of Blaze, subject to the provisions of Paragraph 20 of this Sublease.

(c) Ingress-Egress: County further grants Blaze a non-exclusive easement and right of way for ingress and egress over the Property and any existing access roads, easements, or rights of way of County, to the Premises and the Equipment (the "Access Easement"), for the purpose of constructing, installing, maintaining, operating and repairing the Equipment.

3. VARIANCE, PERMITS AND SITE SPECIFICATION:

After the full execution of this Sublease, Blaze shall obtain, at its sole cost and expense, all permits and approvals required for the construction of the Equipment. Upon request, County agrees to cooperate with Blaze in obtaining, at Blaze's expense, any licenses, permits and other approvals required for Blaze's use of the Premises and operation of the Equipment, and this Sublease is conditioned upon Blaze obtaining, after the execution date of this Sublease, all licenses, permits and other approvals required by any federal, state or local authority which will permit Blaze's use of the Premises as stated in paragraph 2. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to Blaze is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Blaze in its sole discretion will be unable to use the Premises for its intended purposes, except for such cancellation, expiration, lapse, withdrawal or termination which results from Blaze's failure to diligently pursue and maintain its rights regarding such permits, licenses or approvals, Blaze shall have the right to terminate this Sublease, without further obligation or liability hereunder. Notice of Blaze's exercise of its right to terminate shall be given to County in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the County as evidenced by the return receipt. If this Sublease is terminated for any reason outlined in this paragraph, any prepaid rent will be refunded on a pro rata basis.

4. INSTALLATION BY BLAZE:

(a) Installation of the Equipment shall be in accord with the plans, drawings and specifications prepared and provided by Blaze in Exhibits A and B attached hereto and incorporated herein. Prior to commencing such construction, Blaze shall obtain County's approval of such plans, which approval shall not be unreasonably withheld. County may inspect the work at reasonable times during the construction period. After Blaze has obtained the necessary permits and approvals therefore, Blaze, at its sole cost and expense, shall use the Premises for the purpose of constructing, maintaining and operating the Equipment and uses incidental thereto. All improvements shall be at Blaze's expense. Blaze will maintain the Premises in a condition reasonably acceptable to the County. If Blaze causes damage to the Premises, Blaze agrees to repair such damage within thirty (30) days after receipt of written notice from County and at Blaze's sole cost and expense. Should the repairs not be done properly, County may make any necessary repairs or replacements and bill Blaze their reasonable cost of repairs, without markup. Blaze shall reimburse County upon receipt and verification of an invoice. The County may not exercise its right to make any necessary repairs or replacements if Blaze has commenced such repairs or replacements within the thirty (30) day notice period and provided such efforts are prosecuted to completion with reasonable diligence.

(b) All construction, installation and operation in connection with the Equipment by Blaze shall meet with all applicable rules and regulations of the Federal Communication Commission ("FCC"), Federal Aviation Administration ("FAA"), if applicable, and electrical codes of the county and Commonwealth of Virginia. Blaze has the responsibility of carrying out the terms of all FCC requirements and any FCC license (if required) with respect to it's Equipment, supporting structures, lighting requirements and notification to FAA. Blaze agrees to correct any observed deficiencies in compliance with said rules, regulations and codes at its expense upon receipt of notice advising of deficiency under the Sublease. County assumes no responsibility for the licensing, operating, and/or maintenance of Blaze's communications system or operation.

(c) BLAZE shall provide COUNTY with "as built" drawings of the equipment installed in the shelter which show the actual location of all equipment. Such drawings shall be accompanied by a complete and detailed inventory of all equipment.

(d). BLAZE will adhere to all OSHA safety requirements.

(e). All electrical work, if required, shall be performed by a County-selected contractor. Blaze shall, upon completion of the work specified, reimburse the County for such work at their reasonable cost, without markup. Additionally Blaze shall reimburse the County upon completion of the installation or work for payment to the County's consultant to review equipment, installation plans, impact on grounding and surge protection and potential RF interference not to exceed \$200.00.

5. TITLE TO EQUIPMENT:

Notwithstanding its affixation to the Premises, title to the Equipment and all structures, transmission lines, cables, wires, and conduits installed by Blaze and associated therewith shall remain with Blaze. Blaze may remove all or part of the Equipment at its sole expense on or before the expiration or earlier termination of the Sublease and shall make any necessary repairs to of damage to the Premises caused by such removal.

6. RENT:

(a) Commencing on the Commencement Date, Blaze shall pay rent in monthly installments as set forth in Paragraph 7 below ("Basic Rent") on the first day of the month, in advance, to the Fauquier County Board of Supervisors or to such other person, firm or place as the County may, from time to time, designate in writing, at least thirty (30) days in advance of any rental payment date. If both Blaze and the County agree in writing, this agreement permits Blaze to pay at some other frequency, such as quarterly or yearly.

(b) If this Sublease is terminated prior to its expiration, Basic Rent shall be prorated to the date of termination.

7. RENTAL RENEWAL CALCULATION:

Beginning on the Commencement Date Blaze will pay rent in monthly installments as follows:

- a. Year One: \$100.00 per month.
- b. Year Two: \$500.00 per month.
- c. Year Three \$750.00 per month.
- d. Year Four \$1000.00 per month.
- e. Year Five \$1200.00 per month,
- f. Every year thereafter, including throughout any Renewal Terms exercised, the monthly rent will be increased by four percent (4%) over the previous year's rent.

8. MAINTENANCE, TAXES & UTILITIES:

- (a) Blaze shall have sole responsibility for the maintenance and repair of its equipment, personal property, and any other Subleasehold improvements, and shall keep the same in good repair and condition during the Sublease term.
- (b) County shall be responsible for the care and upkeep of the driveway or access road to the Premises, the grass, the landscaping, and the gravel surface inside the fenced compound.
- (c) County shall be responsible for the care and upkeep of the Tower, Tower lighting, and the common areas of the Equipment Shelter.
- (d) Utility costs for Blaze are included within the base rent. Any request for modification to the equipment which will significantly increase utility consumption shall constitute grounds for a rent increase, or disapproval of the requested modification, or the requirement for Blaze to install, at its sole cost and expense, separate metering of utilities.
- (e) Electrical power supplied to Blaze within the base rent shall be provided through the transfer switch such that the existing County backup generator will supply electrical power to Blaze should the incoming utility company's power fail. Blaze will not be entitled to backup power provided by County batteries, only from the County generator. Blaze understands this backup power is not continuous and to expect a brief interruption after utility power fails and before the generator starts up.
- (f) Any additional costs for servicing or maintaining County's equipment that are due exclusively to the presence of the installation of the Blaze equipment shall be the responsibility of Blaze.

9. BLAZE USE OF EQUIPMENT:

Blaze's antenna system consisting of transmit and receive antennas shall be mounted on the Telecommunications Tower. The exact location on the Telecommunications Tower will be determined in conjunction with Blaze by agreement with County, and as shown and agreed to on

Exhibit A, to avoid interference with County's equipment or the equipment of other existing tenants on the Telecommunications Tower. The Parties hereto agree that they shall coordinate all installations or equipment upon the Telecommunications Tower and provide each other with necessary technical information. It is further understood and agreed that if Blaze should contract work with a third party, the County is entitled to approve the installation contractor chosen by Blaze to install, maintain and operate the equipment placed on the Telecommunications Tower and that said installation, maintenance and operation will in no way damage or interfere with County's use of the Telecommunications Tower. Blaze shall install only the Equipment that has been approved in writing by the County on the Telecommunications Tower, which approval shall not be unreasonably withheld, delayed or conditioned.

During this Sublease Blaze shall use the Premises as one of its sites comprising Blaze's system (the "System") for furnishing broadband internet services to the public. Blaze shall not use the Premises for any other purpose without the written consent of the County. Blaze has the right to modify, supplement, replace or upgrade the Equipment subject to written approval of County. This does not give Blaze the right to install additional radios or antennas without written approval of the County. Blaze shall make a written request for any modification and shall provide such supplemental materials as the County may reasonably require to evaluate the request. In the event that the County must incur expenses of consultants or engineers to evaluate such a request, all reasonable costs for required studies shall be paid by Blaze within 30 days of receipt of a detailed invoice.

No material may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Telecommunications Tower or its appurtenances. No welding on or alterations to the Telecommunications Tower shall be done by Blaze without the express written approval of the County.

10. INTERFERENCE:

a. Blaze's installation, operation, and use of its transmission facilities and other equipment under this Sublease shall not damage or interfere in any way with County's emergency services radio system operations or related repair and maintenance activities. County at all times during this Sublease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Subleased premises and to temporarily interfere with Blaze's Subleasehold improvements as may be necessary in order to carry out any of such activities. County agrees to give reasonable advance notice of such activities to Blaze and to reasonably cooperate with Blaze to carry out such activities with a minimum amount of interference with Blaze's transmission operations.

b. Blaze shall operate its broadband service facility in a manner that will not cause radio frequency interference to any and all of the County's current and future communications equipment that uses licensed frequencies. Blaze shall operate its telecommunications facility in a manner that will not cause radio frequency interference to the operations of other subtenants, lessees, and/or licensees' operations which predate installation of Blaze's telecommunications

facilities under this Sublease. In turn, the County will require all subsequent subtenants, or lessees not to interfere with Blaze's equipment and they must shut down if found to be interfering. Similarly, Blaze shall immediately cease operations in the event that its operations interfere with the operations of the County's public safety radio system, and shall not resume operations until it has resolved the interference and been authorized by the County to do so. Blaze acknowledges that interference with County's emergency services radio system could cause irreparable harm.

c. In the event that Blaze's transmission operations interfere with any type of electronic reception or transmission of any other parties in the surrounding area, Blaze agrees to use its reasonable best efforts to remedy such interference in accordance with applicable regulations and standards of the FCC and any other governing body. Blaze warrants that it shall maintain all of its equipment in full compliance with all applicable regulations of the FCC and other governing bodies. Blaze will be responsible for correcting any interference problems with other users of the property as per applicable regulations and standards of the FCC, should they occur due to the equipment installed and operated by Blaze. In the event the interference cannot be eliminated and Blaze is in violation of the applicable regulations and standards of the FCC, County may immediately terminate this agreement and the easement granted hereunder, whereafter Blaze shall immediately remove all of its personal property and fixtures which interfere with County's use of the premises and remove all remaining personal property and fixtures.

11. SURVEY PERIOD:

After the execution date of this Sublease and prior to the Commencement Date, Blaze shall have access to the Premises during business hours for the purpose of making necessary engineering surveys, inspections and other reasonably necessary tests relating to proposed use of the Premises. Blaze shall fully restore to its prior condition any portion of the Premises disturbed by Blaze and Blaze hereby indemnifies and holds County harmless from and against any claim, loss, expense, fine, fee or liability incurred by County as a result of Blaze's access, test studies, or other activity pursuant to this paragraph.

12. EQUIPMENT ACCESS:

(a) The County will provide Blaze with a key to the equipment shelter and any gate to the ingress-egress way. The key to the equipment shelter shall be a security key which is not to be duplicated. Blaze shall not permit any employee or agent to have access to the key or entry to the shelter without advance written permission from County. Blaze shall notify a person designated by the County via telephone prior to and immediately following each entry into the shelter. Blaze consents to a background investigation for security purposes of any person it provides with the key or authorizes to enter the equipment shelter. Blaze shall notify County immediately in the event of any compromise to the security of the shelter.

(b) The County and Blaze specifically acknowledge that the County reserves the right to limit or control Blaze's access to the Equipment at any time. The Premises are a portion of a public safety radio system and safety and integrity of the public safety radio system is of paramount concern. At any time during any term of this Sublease, County or other Fauquier County regulatory officials may require limitations upon Blaze's right of access. In that event, County shall notify Blaze in writing of the proposed limitations, and the parties shall agree in good faith upon access limitations which take into account Blaze's needs for access to the Equipment, as well as County's paramount responsibility to assure the safety of its public safety radio system. Access limitations which may be required include requirements for additional fencing or other physical security controls to access, as well as a requirement for Blaze to notify County or its designated representative whenever Blaze requires access, such that the County, its designee or a law enforcement official can be present whenever Blaze or its representatives are present on the Premises.

While clearly secondary to the importance of the public safety radio system, the County acknowledges that homeowners and businesses may use the Blaze network for VoIP telephone calls and therefore may get their 911 phone service over the Blaze network. It has also become commonplace for homeowners to get their news and homeland security announcements via the Internet, facilitated by the Blaze network. It is therefore important any access limitations put in place on the Facility make every effort to assure Blaze can get access to its Equipment in a timely manner for both routine maintenance and for repairs, particularly at times of heightened local and national security levels.

13. INDEMNIFICATION:

Blaze hereby indemnifies and holds County harmless from and against any and all claims and demands, by or on behalf of any entity or persons arising from the use or occupancy of the Premises and the operation of the Equipment by Blaze, or from any work done in or on the Premises or from any breach or default on the part of Blaze under this Sublease, or arising from a failure of the equipment to function properly from any act or negligence of Blaze, its agents, contractors, employees or invitees; and from and against all cost, expenses and liabilities, including reasonable attorney's fees and expenses, incurred in connection with any such claim or action brought thereon; and upon written notice of the County, Blaze shall defend such action or proceeding by attorneys reasonably satisfactory to County. Notwithstanding the foregoing, Blaze shall not indemnify County for acts or omissions arising from County's gross negligence or willful misconduct.

14. DEFAULTS:

Blaze covenants and agrees that it shall, during the term of this Sublease, pay to the County the rental herein provided in the manner herein specified for the payment thereof, and if Blaze shall default in the payment of any rental, fee or any other charge payable hereunder by Blaze, as and when the same shall become due and payable, or shall in any other manner default in the

observance of any of the covenants and agreements herein contained and shall not, within thirty (30) days after receipt of written notice thereof of, cure such default, County shall have the right to immediately terminate this Sublease. No such default, however, will be deemed to exist if Blaze has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Blaze shall have ninety (90) days following said date of termination to remove all of the improvements of every kind and nature constructed, erected or placed by Blaze on the premises, and restore the Property to its original condition, normal wear and tear excepted. If Blaze fails to remove all such improvements within ninety (90) days following said date of termination, County may enter onto and possess the Premises then being used by Blaze and all the improvements and appurtenances hereon; but such repossession by the County shall not constitute a cancellation or waiver by the County of any rental, fees or other charges payable hereunder by Blaze then accrued, or for any damages or losses which may be sustained by the County on account of such default, or assignment by, or insolvency or adjudication of, Blaze for the unexpired portion of the term. Blaze shall be liable for all of County's costs (including reasonable attorney's fees) of collecting any sums owed by Blaze hereunder or for enforcing the terms of this Sublease.

15. INSURANCE:

a. BLAZE shall provide Comprehensive General Liability Insurance coverage, including premises/operations coverage, independent contractor's liability, completed operations coverage, contractual liability coverage, and COUNTY will be held harmless for acts of outside vendors in a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) aggregate, and name COUNTY as an additional insured on such policy or policies. BLAZE may satisfy this requirement by an endorsement to its underlying Insurance or umbrella liability policy.

b. BLAZE shall provide to COUNTY, within 7 business days of Commencement Date of the Sublease Term, evidence of the required insurance in the form of a certificate of insurance issued by an insurance BLAZE licensed to do business in the Commonwealth of Virginia, which includes all coverage required above. Said certificate shall also provide that the coverage may not be concealed, nonrenewable, or materially changed without thirty (30) days prior written notice to COUNTY.

16. NOTICES:

All notices required by the provisions of the Sublease shall be in writing; postage and fees prepaid with the U.S. Postal Service for delivery by Registered, Certified or Express Mail to the County at:

Fauquier County Board of Supervisors
10 Hotel Street
Warrenton, Virginia

and to Blaze to:

Paul Conlin
President
Blaze Broadband LLC
6670 Cabin Branch Road
Marshall, Virginia 20115

or other addresses as the Parties may from time to time provide by written notice.

17. ASSIGNMENT:

County may assign this Sublease provided said assignee will assume, recognize and also become responsible to Blaze for, the performance of all of the terms and conditions to be performed by County under this Sublease.

Blaze may not assign or sublet this Sublease without County's consent, such consent not to be unreasonably withheld.

18. INSPECTIONS:

Blaze shall allow the County or its agent, when accompanied by a representative of Blaze, to enter the Premises, or any part thereof, at any reasonable time, and in a manner so as not to interfere with Blaze's use of Equipment, for the purpose of inspecting the Premises.

19. SALE OF PROPERTY:

Should County, at any time during the Initial Term or Renewal Term of this Sublease, decide to sell all or any part of the Property to a purchaser, such sale shall be expressly subject to this Sublease and Blaze's rights hereunder.

20. TERMINATION:

This Sublease may be terminated as follows:

- (a) by Blaze, without-further liability hereunder, if the Premises are destroyed and/or rendered technically useless. In such event, all rights and obligations of the parties shall cease as of the date for the damage.
- (b) by Blaze, without further liability, if any certificate, permit, license, or approval issued to Blaze is canceled, expires, lapses or is otherwise withdrawn or terminated;
- (c) by Blaze if Blaze is unable to occupy and utilize the Premises due to any action of the FCC, including without limitation, a take back of channels or change in frequencies; or

(d) by Blaze if Blaze determines that the Premises are not appropriate for its operations (a) for technological reasons including without limitation, signal interference, or (b) for economic reasons; provided, however, if Blaze terminates this Sublease pursuant to this Paragraph, Blaze shall pay to County, upon the effective date of termination, a liquidated damages fee equal to two (2) months of the Basic Rent then in effect.

(e) by either party upon default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default in accordance with Paragraph 14 herein, provided that the grace period for any monetary defaults is thirty (30) days from receipt of notice.

(f) by County, in the event County ceases to utilize the Telecommunications Tower as a part of County's public safety radio system and elects to decommission or dismantle the Telecommunications Tower. If County so elects, it shall give Blaze one-hundred eighty (180) days prior written notice of County's election to terminate the Sublease.

(g) by County, if after consultation with a third party subject matter expert, it determines the space Blaze is using on the Telecommunications Tower is required for its emergency services radio system or other internal County telecommunications needs, and if Blaze can not make accommodations to relocate or reconfigure its equipment on the tower to permit compatible co-location, provided, however, that in the event of any such termination the County shall provide at least 6 months written notification.

(h) by County, should the Prime Lease expire or be terminated for any reason. In the event of such termination or expiration, the Sublessee shall be entitled to recover any pre-paid rent for the remaining unexpired term but shall be entitled to no damages for such termination.

Upon expiration or termination of this Sublease for any reason, Blaze shall remove all of its equipment, personal property and Subleasehold improvements from the Premises within sixty (60) days after the date of termination, and shall restore the Equipment Shelter Space, Tower Space and appurtenant spaces occupied by Blaze to their condition on the Commencement Date of the term of the first term of the Sublease, ordinary wear and tear excepted, all at Blaze's sole cost and expense. Any such property which is not removed by the end of said sixty (60) day period shall be deemed abandoned and become the property of the County. County may recover from Blaze the reasonable cost of removing any equipment so abandoned by Blaze or deduct the cost from any prepaid rent which would otherwise be due to Blaze.

21. TITLE AND QUIET ENJOYMENT:

County warrants, that provided Blaze has made rental payments as required hereunder, Blaze shall have quiet enjoyment of the Premises.

22. AUTHORITY:

County covenants that it has full authority to enter and execute this Sublease, and that it solely owns the Property as a legal lot in fee simple, or controls the Property by Sublease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, subleases, agreements of record or not of record, which would adversely affect Blaze's use and enjoyment of the Premises under this Agreement.

23. TOWER MARKING AND LIGHTING REQUIREMENTS:

County accepts sole responsibility for the Property's compliance with marking and lighting regulations promulgated by the FAA or the FCC, as applicable, except that Blaze shall be responsible for compliance, if required, solely due to the installation of Blaze's antenna on the Telecommunications Tower.

24. TOWER MAINTENANCE

It is understood and agreed that Blaze's Equipment, its installation, maintenance and operation will in no way interfere with the maintenance of the Telecommunications Tower. At County's sole discretion, Blaze upon written request by County shall within 180 days, at Blaze's expense, remove any or all of Blaze's Equipment, except for Blaze's Equipment Shelter, to accommodate tower maintenance or repair such as sandblasting, painting or construction of repairs or additions to the Telecommunications Tower, so long as County uses all available speed to accomplish such work. In the event of an emergency situation as reasonably determined by County, Blaze shall effect such removal promptly. County will provide Blaze the opportunity, at Blaze's cost and expense and mutual agreement as to relocation, to temporarily relocate and continue to operate its antennas, or set up acceptable, alternative temporary Equipment location elsewhere on the Premises, or otherwise to secure the antennas or the Equipment generally, to protect them from damage. The notice under this paragraph is exclusive of the approval procedure as stated in Section 4 above. Upon completion of such tower maintenance, County shall promptly provide Blaze with written notice thereof, and Blaze shall have the right to immediately restore operation of Blaze's Equipment to its original position on the tower.

25. SUCCESSORS AND ASSIGNS:

This Sublease shall run with the Property. Either party shall have the right to submit this Sublease, or a Memorandum of Sublease, for recordation to the Fauquier County Circuit Court for recordation. This Sublease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

26. EFFECT OF WAIVER:

No waiver of any breach of any of the covenants, terms and conditions contained in this Sublease shall be construed to be a waiver of any succeeding breach of such covenant, term or condition, or of any other covenant, term or condition.

27. CHOICE OF LAW:

This Sublease shall be governed by the laws of the Commonwealth of Virginia without regard to the conflict of laws provisions thereof.

28. CONSTRUCTION OF AGREEMENT:

Except where the context otherwise requires, wherever used the singular shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders and the word "or" is used in the inclusive sense. The descriptive headings of this Sublease are inserted for convenience only and do not constitute a part of this Sublease.

29. SEVERABILITY:

If any provision of this Sublease is invalid or unenforceable with respect to any party, the remainder of this Sublease or the application of such provision to persons other than those as to who it is held invalid or unenforceable, shall not be affected and each provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

30. ENTIRE AGREEMENT:

This Sublease constitutes the entire agreement between the parties and supersedes all prior written and oral agreements, representations, promises or understandings between the parties hereto in regards to the Premise. This Sublease may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this Sublease. The invalidation of any one of the terms or provisions of this Sublease by judgment or court order shall in no way affect any of the other terms or provisions of the Sublease which shall remain in full force and affect. County and Blaze agree to execute any additional documents necessary to further implement the purpose and intent of the Sublease.

31. COUNTERPARTS:

This Sublease may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, The parties hereto, consenting to be legally bound, have placed their hands and seals below as of the date set forth herein above.

Attest:

COUNTY:

FAUQUIER COUNTY BOARD OF SUPERVISORS

Date: _____

By: _____
Its: County Administrator

Attest:

BLAZE:

Blaze Broadband LLC
6670 Cabin Branch Rd
Marshall, VA 20115

Date: _____

By: _____
[Name of Officer to Sign for Company]
Its: President

Exhibit A – Tower Space Utilized by Blaze

Blaze will install only that equipment on the tower directly related to the providing of Internet and networking connectivity to surrounding homes and businesses.

The following devices will be installed on the tower: i) Access point radios providing “last mile” connectivity to end-users, ii) Backhaul radios linking this Tower to other locations, and iii) Ancillary equipment to support above radios such as antenna and radio mounting hardware, network cabling, surge suppression, and ground wiring. The transmitting equipment will be either unlicensed (FCC Part 15 compliant) radios and related antennas or licensed (FCC Part 101 compliant) radios and related antennas:

- 900 MHz access point radios and antennas:
 - LMG brand radio, p/n 9000RO (each approx 13” x 4” x 3” and 7 lbs)
 - LMG brand antenna, p/n 900-90H (each approx 48” x 21” x 8” and 29 lbs)
- 2400 MHz access point radios and antennas:
 - LMG brand, p/n Cyclone2450VS (each approx 21” x 12” x 6” and 13 lbs)
- 11 GHz backhaul radios and antennas:
 - Dragonwave brand radio, p/n HP11B1C (each approx 10” x 10” x 5” and 12 lbs)
 - Andrews brand antenna, p/n VHLPX4-11-2WH (each approx 48” dia x 15” and 125 lbs)

This equipment will be mounted as high as possible, at least above the tree line, provided that space is available and does not conflict with County equipment or operations.

Additional equipment with similar form, fit, and function of the above may be added or replaced time to time, for repairs, maintenance, upgrades, and to provide additional capacity. Nothing in this Exhibit permits Blaze to install new equipment without prior written permission the County. Nothing in this Exhibit permits Blaze to interfere with County equipment or operations.

Exhibit B – Blaze Equipment Installed in Shelter

Blaze will install only that equipment in the Shelter building directly related to the providing of Internet and networking connectivity to surrounding homes and businesses.

The following devices will be installed in the existing network rack provided for Blaze use by the County:

- Network patch panel to terminate cabling to tower (1U): Generic
- Radio timing controller (1U): LMG brand p/n CTM-1m.1U2
- Two network routers (2 x 1U = 2U): RB493AHRM
- Network monitoring appliance (2U): IBM brand xSeries 345 server
- Two battery backup devices (UPS) (2 x 3U = 6U): APC Smart-UPS 3000XL-3U
- Power distribution outlet strip: Generic
- Two DC power supplies with redundancy module on DIN rail mount: Generic

The following items will be installed in the shelter, outside of the the network rack:

- Network cabling between the rack and wiring entry portal: Cat 5e generic
- Coax cabling between rack and wiring entry portal: LMR400 generic
- Ground wiring: as per code, generic
- Power supply circuits from building panel to rack (to be performed by County contractor)
- Coax surge protection located at wiring entry: Polyphaser p/n IS-MR50LNZ+6-MA

The following items will be installed on the outside of the shelter, near cable entry:

- Network cable entry surge protection: Transtector 8-port, p/n ALPU-CMM3

Additional equipment with similar form, fit, and function of the above may be added or replaced time to time, for repairs, maintenance, upgrades, and to provide additional capacity. Nothing in this Exhibit permits Blaze to install new equipment without prior written permission the County.