

SITE LICENSE AGREEMENT

This Site License Agreement (“Agreement”) is entered into this day of 10/1/2021 (“Effective Date”), by and between NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (“Licensor”), whose address is Three Commercial Place, Norfolk, VA 23510 either on Licensor’s own behalf or on behalf of and as agent for the companies listed on Exhibit D and DINWIDDIE COUNTY, a Virginia political subdivision (“Licensee”), whose address is 14010 Boydton Plank Road, Dinwiddie, VA 23841.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises.

(a) Licensor currently leases, licenses, owns or controls a parcel of land (“Land”) and owns and operates a telecommunications tower (“Tower”) located thereon and having a physical location of 37.1647738 North, -77.679908 West, in the City of Church Road, County of Dinwiddie, State of Virginia, commonly known as POOLE SIDING, VA Microwave Tower (the Tower and Land are, collectively, the “Site”). The Land is more particularly described in Exhibit A attached hereto and incorporated herein. Licensor, insofar as its right, title and interest enable it to do so and without warranty, hereby licenses to Licensee, and Licensee licenses from Licensor, an approximately twenty-eight (28) feet, four (4) inches by twenty-five (25) feet or seven hundred ten (710) square feet of the Land and space on the Tower at multi-foot levels (antennas mounted on the tower with a center of radiation at approximately 225', 175' & 130' feet above grade) (collectively, the “Premises”) and grants Licensee the right to install utility cables, conduits and pipes from the existing utility termination point on the Premises; said Premises and right-of-way for access being substantially as described in Exhibit B2 annexed hereto. Notwithstanding the foregoing, Licensor grants Licensee the non-exclusive right to use the Land to access the Premises and to install, maintain and repair utilities serving the Premises and improvements thereon.

(b) Licensor reserves unto itself and its permittees the permanent right to maintain, operate, renew or reconstruct upon, under or over the Premises any existing pipe, electric transmission, telephone, telegraph and signal facility, or any other facilities of like character. Licensee agrees that its occupation and use of the Premises is subject to any or all such rights and uses and to such rights as the owners or users thereof may have to use any road or highway, or portion thereof, which may be located upon or which may traverse the Premises, and to any encroachments or permits (whether or not of record) concerning the Premises and to any leases or licenses in possession concerning the Premises.

(c) Subject to Section 5(b) below, Licensee has visited and inspected the Premises, accepts the physical condition, thereof and acknowledges that no representations or warranties have been made to Licensee either by Licensor or its managing agent as to the condition of the Premises or the suitability of the same for Licensee’s use. Licensee is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Premises for Licensee’s use.

2. Use.

Licensor, for the term set forth herein and subject to the terms and conditions of this Agreement, hereby grants to Licensee, insofar as its right, title and interest enable it to do so and without warranty, a license to use the Premises for (i) the transmission and reception of communication signals pursuant to all rules and regulations of the Federal Communications Commission (“FCC”),

and (ii) the construction, alteration, maintenance, operation and repair of antennas, communications equipment, transmission lines and facilities and improvements related thereto as defined in Section 1 above and other improvements relating thereto (collectively, the "Facilities") (all as more fully set forth on Exhibit B1 and Exhibit B2) and (iii) activities related to any of the foregoing, provided such activities do not require an expansion of the Premises. Should Licensee desire to make any changes to its Facilities which would require an enlargement of the Premises or affect loading on the Tower, then Licensee must receive Licensor's prior written approval. In addition, such installations, upgrades or changes shall be subject to all governmental approvals and all requirements herein.

3. Term.

The term of this Agreement shall begin on either (i) the date on which the Modifications are completed and the Tower is "Ready of Occupancy" pursuant to Section 5(b) below, but (ii) no later than February 1, 2022, unless further extended by written agreement of Licensor as set forth in Section 4(a) below (in either case, the "Commencement Date"), and, unless this Agreement is earlier terminated in accordance with its terms, shall continue for until 11:59 p.m., Atlanta time, on the day before the date that is one hundred eighty (180) months from the Commencement Date (the "Initial Term"). Thereafter, provided Licensee is not in default at the end of the Initial Term or the then-current Renewal Term, as the case may be, this Agreement shall be extended for up to 2 successive terms of 60 months each (each a "Renewal Term") on the same terms and conditions as set forth herein unless either party gives notice to the other party not less than one hundred twenty (120) days prior to the end of the Initial Term or the then-current Renewal Term (excluding the second Renewal Term), as the case may be, that they do not wish to renew. The term "Term" shall mean the Initial Term and/or any applicable Renewal Term(s), as the context requires.

4. Conditions Precedent and Rights Prior to Commencement Date.

(a) Notwithstanding anything to the contrary herein, the Commencement Date may only be delayed if requested in writing by Licensee and agreed upon by Licensor until Licensee has diligently applied, pursued and obtains all governmental licenses, permits and approvals required of Licensee for its use of the Premises, including without limitation applications for zoning variances, administrative permits or special use permits (collectively referred to as "Governmental Approvals"). Licensee shall have the right, without obligation to do so, to appeal any denial by a governmental agency, and the contingency date for obtaining Governmental Approvals shall be extended until such time as a final decision is rendered and is not the subject of any further appeal made or defended by Licensee. Upon request, Licensee shall provide to Licensor a complete copy of each license, permit and approval obtained, and, notwithstanding the foregoing, Licensee shall without the requirement for a request and prior to the commencement of this Agreement, provide to Licensor a complete copy of all FCC and/or similar licenses related to Licensee's use of the Licensor Premises. Licensee agrees to provide Licensor with all subsequent updates of FCC and/or similar licenses related to Licensee's use of the Licensor Premises. Notwithstanding anything to the contrary herein, if the approval process is not completed prior to February 1, 2022, Licensee must commence payment of the License Fee to hold Licensee's Premises. Licensor agrees to make reasonable efforts to cooperate with Licensee and join in any application for Governmental Approvals provided, however, that Licensor shall be reimbursed by Licensee for any of Licensor's reasonable out-of-pocket costs associated with the foregoing within thirty (30) days of Licensee's receipt of an itemized statement of such costs together with all supporting documentation.

(b) After the Modifications have been completed, Licensor shall provide the Licensee with a structural tower analysis.

(c) The parties acknowledge and agree that Licensee and Licensor shall be relieved any of their respective obligations to perform under this Agreement if the conditions set forth in Section 4(a) above are not satisfied in a timely manner.

5. License Fee.

(a) Licensee shall pay to Licensor a license fee in the amount of Thirty-six Thousand and 00/100 Dollars (\$36,000.00) per annum ("License Fee"), payable in advance on the Commencement Date and on each anniversary of the Commencement Date. The License Fee for any partial year during the Term shall be pro-rated based on the number of days in such year, as applicable; and Licensor shall have the duty to reimburse to Licensee any portion of a License Fee that is in excess of the pro-rated amount, which duty shall survive termination of this Agreement. The License Fee shall be increased by Three (3%) percent on a compound basis on each annual anniversary of the Commencement Date. The License Fee shall be mailed (or sent via electronic methods as agreed to by the parties in writing) to the following address:

**NS Payments:
Mail Code 5629
P.O. BOX 71209
Charlotte, NC 28272-1209
Ref. Site ID: POOLE SIDING**

If the License Fee is not paid in accordance with the terms hereof, Licensee will pay interest on the past due amounts at the (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum, non-usurious interest rate permitted by Virginia law.

(b) Licensor and Licensee agree that the Tower will require certain modifications in order to accommodate Licensee's Facilities (the "Modifications"). As of the Effective Date of this Agreement, Licensor will be responsible for performing the required Modifications at Licensor's expense. Licensee agrees that the Modifications shall be performed using a company approved by Licensor and that any structural modifications made to the Tower shall remain with the Tower and become the property of Licensor.

6. Tests and Construction.

(a) Upon prior notice to Licensor, Licensee shall have the right at any time following the Effective Date to enter upon the Land for the purpose of (i) making necessary engineering surveys, inspections, soil tests, borings, other reasonably necessary tests (but no well or augers shall be used, and no destructive testing is permitted hereby, with destructive testing being defined, without limitation, to include drilling, grinding, filing [i.e., the removal of metal using a file], bending [i.e., bending of metal] or deforming [i.e., deformation of metal with a hammer, hardness tester or other instrument]), and (ii) constructing the Facilities; provided, however, such tests and construction shall be at Licensee's sole cost and expense. Licensee, at Licensee's expense, and regardless of whether this Agreement is terminated, provide Licensor with one copy of all reports and studies prepared pursuant to this Section. None of such tests or explorations shall damage the Tower or interfere in any way with Licensor's use of the Land, shall be at Licensee's risk, and Licensee shall restore the Land to its former condition following such tests. Upon Licensee's request, Licensor agrees to provide promptly

to Licensee copies of all plans, specifications, surveys and tower maps for the Land or Tower readily available to Licensor and not covered by any existing confidentiality obligation ("Collocation Package"). Licensee shall coordinate entries upon the Land with Licensor's Information Technology Department via email at siteaccess@nscorp.com and shall be subject to rescheduling, at no expense to Licensor, if the needs of Licensor require the same. In no event shall any entry upon the Land be closer than twenty-five (25) feet to any track, nor shall any tracks be crossed except at a public crossing. Licensor shall have the right to terminate immediately a particular entry under this Section if, in the sole judgment of Licensor, the need for such termination exists, but Licensor will reasonably work with Licensee to schedule a new time for such entry.

(b) In conjunction with the Modifications, Licensor shall obtain and pay for any and all costs associated with an appropriate analysis of the Tower by an engineering firm designated by Licensor (the "Firm"). Such analysis must be performed prior to the commencement of any activity pursuant to Section 7. The wind loading specifications for the tower analysis will be the same as the original design, including future antennas, or the minimum wind loading required by the TIA/EIA (Telecommunications Industry Association/Electronic Industries Association) Structural Standards for Steel Antenna Towers and Antenna Supporting Structures Revision TIA/EIA-222-H or more current version of those standards, whichever is greater. Before doing any work at the Tower, on the Tower or placing the Facilities thereon, all designs must be approved by the Firm, with copies of all approvals and drawings to be supplied to Licensor's Information Technology Department via email at towerleasing@nscorp.com. All schedules must be approved by Licensor's Information Technology Department prior to the commencement of work, which approval shall not be unreasonably withheld. Licensor, from time to time, may direct the development of a revised construction or installation schedule in order to accommodate other tenants on the Tower performing work. Tower members will be manufactured using high quality steel. All hardware must meet ASTM A307, ASTM A325, or ASTM A449, or such other standards as Licensor's Information Technology Department shall hereafter direct in writing. Only hot dipped galvanized or stainless steel fabricated to fit will be used. Under no circumstances will tower members be measured and cut to fit on site. Any areas that had their galvanized steel coating removed during installation must be sprayed with an approved cold galvanizing spray.

(c) Prior to the initial installation of, or any material modification to, the Facilities, Licensee shall request a Notice to Proceed ("NTP") from Licensor and with such request submit its construction and installation plans and list of contractors and subcontractors to Licensor in writing, and Licensor shall, in its sole discretion, approve or not approve such plans and lists and issue the NTP, which approval shall not be unreasonably withheld, delayed or conditioned. Licensee shall not alter any plans approved by Licensor without following the procedures set forth above, nor shall Licensee proceed with installation or modifications in advance of receipt of the written NTP. Licensee shall be responsible for grounding all external and internal wiring and cabling installed by Licensee. Licensor, from time to time, may direct that revisions to construction schedules or installation plans be developed or require that Licensee have an escort to enter Licensor property should such Licensee contractors or subcontractors not be in compliance with Section 25(c).

(d) Licensor shall maintain the Tower lighting systems, antenna, transmission lines and, if applicable, communications building in proper operating and safe condition and shall comply with all notice requirements of the Federal Aviation Administration regarding the failure, malfunction or repairs of the Tower lighting systems. The cost of painting and repairing the Tower shall be borne by Licensor unless the damage to the Tower is caused by Licensee, in which case Licensor shall repair such damage, and Licensee will reimburse Licensor for all

costs and expenses incurred by Licensor in connection with such repair. Licensee understands that the placement of the Facilities on the Premises is subject to Licensor's right at any time to enter the Land and Tower for any lawful purpose.

7. Facilities; Utilities; Access, Construction and Installation.

(a) Licensee, at its sole cost and expense, has the right to erect, maintain and operate on the Premises wireless, radio and related communication facilities, including transmission lines and utility lines, an air conditioned equipment shelter or cabinets, electronic equipment, radio transmitting and receiving antennas and supporting structures as set forth in Section 2 and more fully described in Exhibit B1. All construction and installation work shall be performed in a good and workmanlike manner. Licensee shall hold title to the Facilities, and the Facilities shall remain Licensee's personal property and are not fixtures. If the Tower is painted as required to be in compliance with codes and regulations, Licensee as part of its installation shall paint to match as nearly as possible the color of any antennas and transmission lines to the color of the Tower as required for compliance at Licensee's sole cost and expense. In the event any Tower modifications other than the Modifications are required, regardless of type, such modifications are to be performed by Licensor at Licensee's sole cost and expense, and upon completion, shall be considered a fixture and part of the Tower and therefore shall become Licensor's property.

(b) Prior to the initial installation of the Facilities or any subsequent installations or alterations, Licensee shall submit detailed engineering plans and specifications of the planned installation to Licensor for Licensor's written approval, which approval will not be unreasonably withheld, delayed, or conditioned. Licensor, from time to time, may direct that revisions to engineering plans be developed. Licensor's approval of any installation is not a representation that such installation is in compliance with applicable laws, ordinances, rules and regulations or that it will not cause interference with other communications operations on the Site. In addition, Licensee may, at its sole cost and expense, make such improvements (including adding or replacing equipment cabinets) within the Premises as it deems necessary from time to time for the operation of the Facilities; provided, however, that Licensee shall comply with all required plan approvals as set forth in this Section as well as any other installation requirements set forth herein and that such improvements may not exceed the number, weight or dimensions of antennas, diameter of transmission lines nor the boundaries of the Premises as described herein. Licensee will have the entire responsibility for the initial equipment installation on the Tower, as well as any maintenance, repair, alteration, addition and replacement. All such work shall be done at Licensee's expense. Licensee understands that the Tower is a part of Licensor's own communications network and is vitally important to Licensor's operations, which necessitates that only qualified contractors be given access to Licensor's tower properties. Therefore, Licensee agrees that for Licensee's own maintenance work done under this Agreement, Licensee will only use such contractor or contractors as: (i) are on a list maintained by Licensor's Information Technology Department or (ii) are otherwise approved in writing by Licensor, and will not use Licensee's own employees unless such use has been approved in writing by Licensor. Licensor reserves the right to revise the list of approved contractors or employees at any time and for any reason, including removing a contractor or employee as an approved contractor or employee.

(c) Licensor shall have no obligation to furnish to Licensee any public utility for use by Licensee in Licensee's occupation and use of the Site, and Licensee shall draw electricity by separate utility service from any utility company that will provide service to the Site. Any license or easement necessary for such power or other utilities will be at a location acceptable to Licensor, Licensee and the servicing utility company and otherwise will be in accordance with

the requirements of Licensor, including, without limitation, separate agreements with Licensor; provided, however, Licensor agrees to cooperate reasonably with Licensee in obtaining such utilities. All costs and expenses of obtaining and maintaining utilities shall be borne by Licensee.

(d) Licensee shall have the right, at its sole cost and expense, to install a temporary emergency generator within the Land provided sufficient space is available, and it must be removed within five (5) days of the emergency need unless otherwise mutually agreed and approved by Licensor. Licensee covenants that any such installation and use shall be in compliance with any applicable federal, state or local environmental, health, fire, community awareness, safety laws or other applicable laws or regulations now or hereafter enacted or promulgated by any governmental authority or court ruling having jurisdiction over the Site, including, without limitation, any applicable guidelines promulgated by the Environmental Protection Agency.

(e) Licensee and Licensee's employees, agents and subcontractors may enter on or across the Land twenty-four (24) hours a day, seven (7) days a week, at no charge, to obtain entry into the Premises for the purpose of constructing, installing, operating, maintaining and repairing those parts of the Facilities as are ground-based; provided, however, that Licensee will notify Licensor at least ten (10) business days prior to commencing Licensee's initial installation. Such access shall be as shown on Exhibit B2, and Licensor's obligation to provide such access shall be deemed satisfied by the provision to Licensee of a key to the fenced area surrounding the Tower and access road gate. Licensee shall not, without prior notice to and approval from Licensor, perform or arrange to be performed the initial or any subsequent installation, modification, maintenance or repair of the Facilities on the Tower. In the case of an emergency occurring after normal business hours that requires maintenance or repair of the Facilities, Licensee shall notify Licensor's control center by telephone at 404.529.1244 prior to commencing any such repairs or maintenance.

(f) Licensee will, while in possession hereunder, comply, and cause its agents and employees to comply, with all such reasonable rules and regulations as may be prescribed by Licensor in the interest of safety, fire prevention and compliance with insurance contracts and policies. Any employee or contractor of Licensee on the Site shall wear hard hats, safety glasses and leather work boots with a defined heel. Licensee's tower climbing crews shall be ComTrain certified or equivalent and adhere to OSHA criteria for accepted practices in tower climbing and fall protection safety.

(g) In the event Licensee contemplates any construction or installation activities that involve soil disturbance, Licensee agrees to take any and all necessary precautions to protect its workers and those of its contractors and agents, and agrees to comply with all applicable federal, state, and local laws or regulations pertaining to the disturbance of any contaminated media, if any. In particular, Licensee will remove, handle, stockpile, and appropriately test, arrange for disposal, and dispose of any soil or groundwater removed during any construction activities related to this Agreement if such soil or groundwater is suspected or known to have contamination. Licensor assumes no responsibility for any such material and shall not be a signatory on any waste manifests, bills of lading, or other documentation concerning this material. Licensor advises Licensee that no contaminated media may be replaced back into the ground on Licensor property once removed, although uncontaminated soil may be reused for grading purposes.

(h) Upon completion of Licensee's installation, Licensee shall at Licensee's expense commission Licensor's designated construction inspection vendor to perform a post installation inspection of the Licensee's Facilities. The resulting inspection report, as-built construction

drawings and a photo log of the Facilities constructed shall be provided by the Licensee to Licensor as a construction close out package. Licensee deviation from the entitlements provided herein or from other Licensor approved construction documents shall be corrected by Licensee at Licensee's expense.

8. Non-Interference.

(a) Licensee agrees to have installed communications equipment of the type and frequency that will not cause measurable "Interference" (as that term is defined in Section 8(g) hereof) to Licensor whatsoever or to other third parties that have installations that predate Licensee's own installation at the Premises or to third parties that have later installations if the Interference is caused by a malfunction of the Facilities. Licensee agrees that it must conduct an "on-air" test of Licensee's equipment in cooperation with any pre-existing third party users and with Licensor after the Facilities have been installed on the Tower to determine whether such Interference affects existing third party and Licensor equipment in the event that interference has been reported by existing third-parties or tenants on the Licensor's tower. The Facilities will utilize the frequencies set forth on Exhibit B1. Licensee further agrees that it will not install a VHF or UHF transmitting antenna within 1.5 MHz of any channel assigned to Licensor within a radius of three miles of the Site.

(b) Licensor may hereafter enter into other tower use agreements with third parties that grant to such third parties use of other portions of the Tower; provided, however, that such subsequent access (including without limitation any installation, alteration, addition, maintenance, operation, inspection or removal of any equipment) by the third party shall not cause Interference with Licensee. Licensor agrees that hereafter its licenses with subsequent third parties ("STP") for use of Tower space will provide that the STP must conduct an "on-air" test of the STP's equipment in cooperation with Licensee and Licensor after that STP's equipment is installed on the Tower to determine whether such equipment does affect Licensee's or Licensor's equipment before the STP may commence operations of the equipment on the Tower. Licensor further agrees that its licenses with STP will also provide that such STP users will eliminate any Interference caused by the STP's equipment in accordance with the provisions set forth in this Section 8. Licensee also agrees that it is bound by such procedures in connection with any Interference it causes to the equipment of a pre-existing third party, or, if due to a malfunction in the equipment of Licensee, to the equipment of an STP except as outlined in Section 8(d)herein.

(c) In the event that Interference is caused to the Facilities by any equipment placed on the Tower after the Facilities were placed on the Tower (and provided that such Facilities were properly and lawfully installed, Licensee is not in default and Licensee has maintained the facilities), Licensee shall notify Licensor by telephone at 404.529.1006 or siteaccess@nscorp.com of the nature of the Interference and the identity of the party causing the Interference. Licensee shall also provide written confirmation of this notification in accordance with Section 27(d) of this Agreement, provided, however, that such notification shall be deemed effective on the date when telephone notification is given to Licensor or the date of written notice, whichever is earlier ("Notice Date"). Licensor shall notify the third party user identified by Licensee as the source of the Interference ("Interfering Party") as soon as reasonably practical (but in no event later than forty-eight (48) hours after the Notice Date) that the Interfering Party must reduce the transmission power of its equipment sufficiently to abate the Interference until the cause of the Interference can be identified and cured, with the abatement by Interfering Party to occur within twenty-four (24) hours after the time of notice by Licensor to Interfering Party ("Warning Notice"). If the Interfering Party has not reduced the transmission power of its equipment sufficiently to abate the Interference within such twenty-

four (24) hour period after the Warning Notice, Licensor shall have the right to disconnect the electrical power to the Interfering Party's equipment at any time thereafter without liability to Licensee or other parties. Thereafter, Licensor agrees that it will not permit operation of the Interfering Party's equipment to resume until an "on-air" test has been conducted and establishes that no Interference has been caused to any pre-existing equipment of a third party, of Licensee or of Licensor.

(d) Notwithstanding any other provision of this Agreement to the contrary, any dispute as to whether Interference is being caused, or as to who is causing such Interference, which remains unresolved for longer than twenty-four (24) hours after the Warning Notice has been given to all affected Tower users shall be submitted for investigation to determine responsibility for the Interference. A consulting communications engineer who is not and has not heretofore been retained or otherwise not been in the employment of Licensor, Licensee or any other third party user of the Tower shall conduct such investigation. The determination of such consulting communications engineer shall be final and binding on all parties. The consulting communications engineer shall be selected by Licensor, except that if Licensor's equipment may be involved in the dispute, the consulting communications engineer shall be selected by Licensor subject to the reasonable consent of Licensee and any other affected third party user of the Tower. Licensee shall pay for the expenses of the consulting communications engineer, but if the Interference is found to be caused by an STP user of the Tower, the STP shall be required to pay. Licensee hereby agrees to pay if it is found that it is interfering with the use of the Tower by a pre-existing third-party user or an STP if due to a malfunction in the Facilities.

(e) Additional or altered equipment installed by Licensee on the Tower facility (if otherwise permitted by this Agreement) shall not interfere with any equipment installed by Licensor or any other third party user with pre-existing equipment on the Tower, and Licensee shall be required to install and use such equipment in accordance with the provisions of this Agreement. Licensee will endeavor in good faith to conduct its activities in accordance with sound electronic and engineering practices and will cooperate with Licensor and other third party users of the Tower to anticipate and attempt to prevent Interference with the Facilities.

(f) As used herein, the term "Interference" shall, as the case may be, mean: (i) the measurable presence of energy from any source due to one or a combination of emissions, radiation or induction from Licensor's or any third party users' equipment into Licensee's communication system or systems, which may result in a performance degradation to Licensee's communication system or systems, or a misinterpretation or loss of information intended for reception by Licensee's communication system or systems, which otherwise could be received by Licensee's communication system or systems in the absence of such energy; or (ii) the measurable presence of energy from any source due to one or a combination of emissions, radiation or induction from Licensee's or any other third party users' equipment into Licensor's or other third party user's communication system or systems, which may result in a performance degradation to Licensor's or other third party user's communication system or systems, or a misinterpretation or loss of information intended for reception by Licensor's or other third party user's communication system or systems, which otherwise could be received by Licensor's or other third party user's communication system or systems in the absence of such energy.

(g) Notwithstanding any other provision of this Agreement, the only action Licensee may take against Licensor for a failure to comply with this Section 8 is to send to Licensor the notice by Licensee of Licensee's termination of this Agreement, which notice may be sent no earlier than thirty (30) days after the Notice Date and which shall be effective thirty (30) days after Licensor's receipt of such notice of termination. Licensor shall have no other liability

whatsoever for such failure to act. In the absence of any default by Licensee, Licensee shall be entitled to a refund for any unearned license fees.

(h) Notwithstanding any other provision of this Agreement, Licensee agrees that: (i) it will not interfere with any existing or future use by Licensor of the facilities of Licensor or the communication devices of Licensor, including without limitation the Tower or the existing or future communication devices of Licensor on the Tower; (ii) if any Interference (lawful or otherwise) to the facilities of Licensor shall occur, Licensee, at its expense, is to take all measures to eliminate the Interference as soon as is reasonably practicable and in any event no longer than twenty-four (24) hours after Licensor orally or by written notice notifies Licensee of the Interference; and (iii) if such Interference occurs, Licensee shall immediately cease using any Facilities that cause such Interference. Licensee understands that its use of the Tower and the Premises is subject to the pre-eminence rights of Licensor to use the Tower and that Licensee's use of the Premises and the Tower is expressly subordinate to any and all uses, both present and future, of the same by Licensor and any parent, subsidiary or rail affiliate or Licensor. If Licensee does not cure the Interference or it is not possible for Licensee to cure any Interference with Licensor's existing or future facilities, then upon thirty (30) days' notice by Licensee to Licensor, Licensee shall have the right to terminate this Agreement. Licensee agrees that, within twenty-four (24) hours of receiving a Warning Notice, it must reduce the transmission power of its equipment sufficiently to abate the interference until the cause of the interference can be identified and cured. Licensee agrees that if it has not reduced the transmission power of its equipment sufficiently to resume operations of its equipment until an "on-air" test has been conducted and establishes that no interference has been caused to any pre-existing equipment of a third party or of Licensor.

9. Taxes and Assessments.

Except as provided immediately below, Licensor shall pay all real property taxes it is obligated to pay for the Land. Licensee shall be responsible for the reporting and payment when due of any tax directly related to Licensee's ownership or operation of the Facilities and such reporting and payment shall be made directly to the appropriate tax authorities, as applicable. Licensee shall reimburse Licensor in full for any taxes assessed against Licensor for the leasehold and attributed to Licensee's Facilities within thirty (30) days of Licensor's request for such reimbursement. As a condition of Licensee's obligation to reimburse Licensor for such tax increases, Licensor shall provide to Licensee the documentation from the taxing authority indicating what portion of any tax assessment is due to Licensee's Facilities.

10. Default.

(a) Either party shall be in default under this Agreement if such party materially breaches any of its representations or warranties contained herein or otherwise fails to perform any material duty or obligations under this Agreement and does not cure or remedy such breach of such representations or warranties or such failure to perform within thirty (30) days after receipt of written notice with respect thereto; provided, however, that, if such breach of any representations or warranties or such failure to perform shall necessitate a longer period to cure than thirty (30) days, then such cure period shall be extended for such time, not to exceed sixty (60) days in the aggregate, as is reasonably necessary to cure such breach of representations or warranties or such failure to perform, as applicable, but only so long as (i) such efforts to cure are commenced within fifteen (15) days after receipt of written notice from the non-defaulting party, and (ii) the defaulting party proceeds diligently and in good faith to effect a cure. Notwithstanding the foregoing, in no event shall the time within which a party may cure a failure in the payment of money exceed a single, thirty (30) day period from the

date of receipt by the defaulting party of written notice of the existence of the alleged default from the non-defaulting party, without extension, nor shall the time within which a party may cure a failure in the performance of requirements regarding Interference exceed a forty-eight (48) hour period or thirty (30) day period, whichever may be applicable.

(b) In addition subsection (a) above, Licensee shall be in default under this Agreement if:

(i) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be dismissed by said party within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of said party's assets, or said party makes an assignment for such purposes for the benefit of creditors;

(ii) Any lien is imposed on the Site except as may be expressly authorized by this Agreement, or Licensee or anyone claiming through Licensee attempts to encumber Licensor's interest in the Site and the same shall not be dismissed or otherwise removed within thirty (30) days.

(c) Upon the occurrence of a default, except as otherwise set forth herein, the non-defaulting party may pursue any and all remedies available under applicable law and any one or more of the following remedies (unless restricted solely to one party hereto), separately or concurrently or in any combination, without further notice or demand whatsoever:

(i) The recovery from the defaulting party of all reasonable costs and expenses incurred by the non-defaulting party of any of its duties and obligations accrued under this Agreement prior to the effective date of such termination;

(ii) The recovery from the defaulting party of all damages, excluding attorneys' fees, incurred by the non-defaulting party for the breach by the defaulting party of any of its duties and obligations under this Agreement;

(iii) Licensor may declare to be immediately due and payable, without regard to any early termination of such Term on account of an event of default or other right to terminate this Agreement, a sum equal to (A) all License Fees and other charges, payments, costs and expenses due from Licensee to Licensor and in arrears at the time of the default, plus (B) all the License Fees payable for any unexpired balance of the Initial or the then-current Renewal, as the case may be, subject to a maximum measurement period of three (3) years, plus (C) all other charges, payments, costs and expenses herein agreed to be paid by Licensee up to the end of such the Initial Term or then-current Renewal Term, as the case may be, which shall be capable of precise determination at the time of the default.

(iv) The non-defaulting party may terminate this Agreement and, on the date specified in such termination notice, this Agreement and the Term are hereby demised and all rights of Licensee hereunder shall expire and terminate, Licensee shall thereupon quit and surrender possession of the Premises to Licensor in the condition elsewhere herein required, and Licensee shall remain liable to Licensor during the removal period as herein provided, unless otherwise agreed by the parties hereto.

(v) Licensor may disconnect, remove, and store or dispose of the Facilities at Licensee's sole cost and expense, without being liable for any damage or loss thereto. In the event that Licensor should, as a result of the default in the performance by Licensee of its

obligations hereunder, incur any costs or expenses on behalf of Licensee or in connection with Licensee's obligations hereunder, such sums shall be immediately due to Licensor upon rendering of an invoice to Licensee as an additional fee hereunder.

11. Termination.

(a) Following the Commencement Date and provided that no default exists at the time of issuance of Licensee's written notice, this Agreement may be terminated by Licensee upon thirty (30) days' prior written notice in the event that the Licensee is unable to obtain or maintain, through no fault of its own, any Governmental Approval that is necessary for the operation of the Facilities. Licensee agrees that all the License Fees payable for any unexpired balance of the Initial Term, subject to a maximum measurement period of three (3) years shall be due to Licensor upon rendering of an invoice from Licensor.

(b) Licensor shall have the right to terminate this Agreement at any time during the Term upon not less than one hundred eighty (180) days' prior written notice to Licensee, if Licensor or its affiliates, but excluding third parties, requires for any railroad purpose the use of the portion of the Tower occupied by Licensee that cannot be achieved by using a different portion of the Tower. In such event, Licensee will have the option of relocating the Facilities, at Licensee's expense, within that time period, to a mutually acceptable new location on the Tower to the extent the new location is available and meets Licensee's needs and to the extent the Tower will accommodate the same. If Licensee does relocate the Facilities to a new location on the Tower, Licensor and Licensee will work together in a mutually reasonable way so as to provide for a minimal interruption of Licensee's communication service. Any structural analysis required by Licensor to make such a determination will be performed by or for, and be at the sole cost and expense of, Licensee. To the extent viable, and with the consent of Licensor, such consent not to be unreasonably withheld, Licensee may improve, at Licensee's sole cost, expense and risk, the Tower to accommodate the additional use of Licensor or its affiliate and the continued use of Licensee, but Licensee shall not be required to do so. In the event that either Licensor or Licensee determines that the Tower cannot accommodate both Licensee and the additional use of Licensor or its affiliates, and to the extent the Tower cannot be improved or Licensor is unwilling to improve the Tower, then this Agreement will be terminated on the effective date of the foregoing one hundred eighty (180) days' notice described above.

12. Removal of Equipment.

Licensee shall surrender the Premises to Licensor prior to the date of expiration or early termination of this Agreement and Licensee shall, at its sole cost and expense: (i) remove the Facilities and restore the Premises to the same condition existing as of the Commencement Date, except for ordinary wear and tear, casualty, or acts of God; and (ii) furnish Licensor with a written certification that neither the Premises or any groundwater have been contaminated by Licensee's operations, or if a condition of contamination exists or is believed to exist on any part of the Premises or groundwater as the result (in whole or in part) of Licensee's actions or inaction, Licensee shall give written notice of that fact to Licensor, and Licensee shall promptly eliminate said condition. In the event the Facilities remain on the Premises following the expiration or early termination of this Agreement (even if it has been disconnected) or if Licensee does not completely surrender the Premises or restore the Site, Licensee shall pay to Licensor holdover fees equal to one hundred fifty percent (150%) of the License Fee then in effect, prorated from the date of expiration or early termination to the date Licensee completes its obligations under this Agreement. If Licensee has not completed its obligations under this Agreement on or before the ninetieth (90th) day following the expiration or early termination, Licensee shall be deemed to have abandoned the Facilities and thereupon, Licensor may remove the Facilities and dispose of

the same in Licensor's sole discretion without accounting to Licensee for the value thereof, if any; and upon ten (10) days after receipt of an invoice rendered by Licensor, Licensee shall pay to Licensor the total cost of such removal and restoration. Any removal of the Facilities shall not ever include any structural tower member or other device that may have been added by Licensee (or Licensor, as the case may be), for the purpose of increasing wind loading or improving the Tower's uplift ratings; rather such changes shall remain with the Tower and become the property of Licensor

13. Casualty and Condemnation.

(a) Licensor shall have the duty to repair or rebuild the Tower if the Tower, shall become unsafe or is destroyed. If Licensor so determines that Licensor must take such action, Licensor will notify Licensee in writing of this election. Immediately upon the written notification to Licensee: (i) Licensor's duty to provide Tower space under this Agreement to Licensee will be suspended, (ii) Licensee's duty to pay the License Fee will be suspended for a like period, but such suspension will not lengthen the term of this Agreement, and (iii) within ten (10) business days after such notice, Licensee will, at Licensee's sole expense, remove the Facilities located on the Tower. Notwithstanding the foregoing, in the event that, in the sole judgment of Licensor, an emergency condition or safety hazard exists that requires more immediate action, Licensor reserves the right to declare the Tower unsafe for any removal action by Licensee, and in such a case and upon written notice to Licensee, Licensor may engage in such removal actions as Licensor, in its sole discretion, may believe are required. In such a case, if it is possible to apportion from Licensor's other work the cost to Licensor of the removal of the Facilities, then Licensee, upon bill rendered therefor, shall reimburse Licensor for the reasonable expense of such removal. Licensor shall not be obligated to repair, restore, or rebuild any of Licensee's personal property, including but not limited to the Facilities. Licensor shall not be liable for any inconvenience or annoyance to Licensee, or injury to Licensee's business resulting in any way from such damage or the repair thereof except, to the extent and for the time that the Site is thereby rendered unusable for Licensee's intended purpose, the License Fee shall be suspended as set forth above. Notwithstanding the foregoing, Licensee may, at Licensee's sole cost and expense, install temporary tower, generator, and facilities, pending such restoration or repair, provided such temporary equipment does not interfere with the construction, rebuilding or operation of the Tower. Licensor further agrees to provide Licensee alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period. Should Licensor not substantially restore or replace the Tower in a fashion sufficient to allow Licensee to resume operations thereon within six (6) months of the date of casualty, and Licensee's operation has been materially disrupted for sixty (60) or more consecutive days, then Licensee, upon thirty (30) prior written notice to Licensor, may terminate this Agreement. If Licensee does not so terminate the Agreement, then the License Fee shall continue to be suspended until Licensor notifies Licensee in writing that Licensee may again use the Tower.

(b) If the whole or any substantial part of the Site shall be taken by any public authority under the power of eminent domain so as to materially interfere with Licensee's use and occupancy of the Premises, then the Agreement shall terminate on the date of possession by such authority as to the part of the Premises so taken, and the License Fee shall be reduced or abated in proportion to the actual reduction or abatement of use or operation of the Premises, and Licensor or Licensee shall have the right to terminate this Agreement. Any License Fee paid in advance shall be refunded to Licensee, as appropriate, within thirty (30) days of Licensee's written demand. Licensee shall be entitled to pursue its interest under a separate claim. In the event that there is sufficient remaining space upon the Land, and subject to consent by Licensor, Licensee may place a temporary communications facility upon the Site

for a period of up to one (1) year after such termination at a rental rate equal to two-thirds (2/3) of the amount of the License Fee provided for herein. Notwithstanding the foregoing, Licensor may elect to rebuild the Tower or other improvements affected by such condemnation at an alternative location or property owned, leased or managed by Licensor, in which case Licensee and Licensor may agree in writing to remain bound hereby. Upon such relocation of the Tower or improvements, the licensed space shall be modified to include the new Tower or improvements and the property on which the same are located and this Agreement shall be amended accordingly to clarify the rights of Licensor and Licensee with respect to the licensed space. Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licensor with regard to such condemnation.

14. Insurance.

(a) Licensee shall provide the following insurance for the term of this lease. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Licensor that has a current A.M. Best rating of A- VII:

(1) Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants or employees arising directly or indirectly out of the performance of this License.

(2) Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.

(3) Commercial General Liability Insurance with a combined single limit of not less than \$5,000,000 per occurrence for injury to or death of persons and damage to or loss or destruction of property. Such policy shall be endorsed to provide products and completed operations coverage and contractual liability coverage for liability assumed under this License. If necessary given the proximity of the Premises to railroad operations, the contractual liability coverage shall be of a form that does not deny coverage for operations conducted within 50 feet of any railroad hazard (ISO 24 17 10). Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The policy shall not deny any obligation of any insured under the Federal Employer's Liability Act (FELA), as amended.

(4) Pollution Liability Insurance with a limit of not less than \$500,000 each occurrence cover the sudden and accidental discharge, emission, spillage or leakage upon or into the seas, water, land or air of oil, petroleum products, chemicals, or other substances of any kind or nature. Such policy shall be endorsed to name Licensor as an additional insured and shall include a severability of interests provision.

(5) Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

(6) Railroad Protective Liability Insurance with a combined single limit of not less than

\$2,000,000 each occurrence and \$6,000,000 aggregate for any construction or demolition activities that take place within 50 feet of Licensor's railroad right of way. Such policy shall name Norfolk Southern Corporation, its subsidiaries and affiliates (Licensor) as the named insured and be underwritten by insurers in a form satisfactory to Licensor. Said policy shall name Licensor as the named insured and be written on Insurance Services Office Form No. CG 00 35 10 01. Notwithstanding the foregoing, if the Premises are near track over which passenger trains operation the insurance limits required shall be \$5,000,000 each occurrence and \$10,000,000 in aggregate applying to each annual period.

(i) In lieu of the purchase of Railroad Protective Liability insurance, the Licensee may request of Licensor to pay a risk financing fee of \$1,900. In order to do so, Licensee should send a request via email to NSRISK1@nscorp.com. Licensor shall review such request and may at Licensor's sole discretion allow the substitution of payment of a risk financing fee instead of the purchase of a Railroad Protective Liability policy.

(b) General Insurance Requirements. Each insurance policy referred to in Article 14 shall comply with the following requirements, and Licensee to cause its insurance to comply with the following.

(1) Additional Insureds. All insurance required by this Exhibit (excluding only Workers' Compensation and Railroad Protective Liability policy) shall name the Licensor as additional insureds with an appropriate endorsement to each policy. The Commercial General Liability policy shall provide additional insured coverage equivalent to ISO CG 20 10 11/85.

(2) Licensee's Coverage Primary and Without Right to Contribution. All policies secured by Licensee, whether primary, excess, umbrella or otherwise, and providing coverage to the Licensor as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies the Licensor may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Licensor may have secured for itself.

(i) Severability of Interests (Cross Liability). No cross liability exclusions are permitted that apply to the Additional Insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

(ii) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Licensee in compliance with Article 14 shall include a waiver of subrogation in favor of the Licensor with an appropriate endorsement to each policy.

(iii) Notice of Cancellation, Modification or Termination. All policies required under this Exhibit shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the Additional Insureds.

(iv) No Limitation. The insurance coverages maintained by Licensee shall not limit any liabilities of Licensee under this Agreement. The insurance available to Licensor as an additional insured shall not be limited by these requirements should Licensee maintain higher coverage limits.

(v) Any deductibles or self-insured retentions over \$50,000 must be declared and approved by Licensor. Approval of such requests shall not be unreasonably withheld.

(vi) Licensee shall require all subcontractors who are not covered by the insurance carried by Licensee to maintain the insurance coverage described in this section, including but not limited to additional insured status for Licensor.

(vii) Licensee shall furnish electronically certificates of insurance and the Railroad Protective Liability Insurance Policy to Licensor's Managing Agent prior to execution of the License. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled or reduced in coverage or limits without (30) days advance written notice to Licensor. The insurance coverage required herein shall in no way limit Licensee's liability under this Agreement.

15. Assignment.

(a) The rights of Licensee under this Agreement may not be assigned without the prior written consent of Licensor, except that Licensee, upon written notice to Licensor, may assign its rights and delegate its duties hereunder to any firm, corporation, partnership, association, trust or other entity which directly controls, is controlled by, or is under common control of Licensee or an entity that obtains control of Licensee during the term of this Agreement. For the purposes of this Section, the term "control" means the ownership, direct or indirect, of sufficient voting shares of an entity, or otherwise the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, or the power to veto major policy decisions of any such entity, whether through the ownership of voting securities, by contract or otherwise. In no event may Licensee sublet all or any part of its interest in the Premises. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns. Licensor may freely assign its rights and obligations under this Agreement at any time.

(b) Notwithstanding anything else contained herein, Licensee may, without Licensor's consent, pledge, mortgage, convey by deed of trust or security deed, assign, create a security interest in, or otherwise execute and deliver any and all instruments for the purpose of securing bona fide indebtedness all or any portion of Licensee's interest in this Agreement, and/or all or any portion of Licensee's right, title, and interest in and to any and/or all of the Facilities. Upon Licensee's or Licensee's lender's request, Licensor shall execute and deliver, and shall assist in facilitating the execution and delivery of, all documents reasonably requested by any of Licensee's lenders including but not limited to: waivers of Licensor's right to levy or distrain upon for License Fee any of Licensee's property given as security for a debt, acknowledgements that none of the Facilities shall become fixtures, consents to giving notice to Licensee's lender(s) in the event of Licensee's default under the provisions of this Agreement, consents to Licensee's assignment to any lender(s) of any and all of Licensee's interest in or to this Agreement and the Facilities, and non-disturbance agreements from Licensor and Licensor's lenders.

16. Waiver of Lien.

Licensee hereby waives any and all lien rights Licensee may have, statutory or otherwise, in and to the Site or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Licensor hereby waives any and all lien rights Licensor may have, statutory or otherwise, in and to the Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. This waiver shall not apply to any taxes owed to the Dinwiddie County, Virginia.

17. Warranty of Title and Quiet Enjoyment.

Subject to the limitations hereafter stated in this paragraph and elsewhere in this Agreement, Licensor covenants and agrees with Licensee that upon Licensee paying the License Fee and observing and performing all the terms, covenants and conditions on Licensee's part to be observed and performed, Licensee may peacefully and quietly enjoy the Premises. Licensor further represents to Licensee that, as of the date of this Agreement, there are no mortgages or deeds of trust affecting the Premises. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, Licensee acknowledges and understands that Licensor is the owner and/or holder of the Premises and any access thereto subject to the terms and limitations under which it is owned or held, including but not limited to, covenants, conditions, restrictions, easements, reversionary interests, non-railroad bond mortgages and indentures and other matters, including but not limited to encroachments, licenses and permits, whether or not of record, and to the rights of tenants and licensees in possession. This Agreement is expressly made subject to each and every limitation, restriction or reservation affecting the same as of the date of this Agreement. Licensor makes this Agreement without, and expressly disclaims, any representation or warranty that this Agreement is consistent with the documents or rights under which Licensor owns or claims to own the Premises or the access thereto. Licensee accepts the Premises knowing that others may assert that Licensor has no right to make this Agreement. Licensor agrees that it will make available to Licensee at reasonable times at the offices where such records are kept (currently in Lilburn, Georgia) those records of Licensor which relate to the ownership or leasehold interest of Licensor in the Premises, and it will be the sole responsibility of the Licensee to satisfy itself concerning Licensor's title or control.

18. Non-Recourse.

Anything in this Agreement, either expressed or implied, to the contrary notwithstanding, Licensee acknowledges and agrees that each of the covenants, undertakings and agreements herein made on the part of Licensor are made and intended not as personal covenants, undertakings and agreements of Licensor, or for the purpose of binding Licensor personally or the assets of Licensor, except Licensor's interest in the Site; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Licensor.

19. Estoppel Certificate.

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

20. Subordination.

This Agreement is and shall be subordinate, to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Land, and to all renewals, modifications, consolidations and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any Licensor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within ten (10) days after receipt of

written request, any certificate that Licensor may reasonably require acknowledging such subordination.

21. Maintenance and Repairs.

(a) Licensee shall perform all repairs necessary or appropriate to keep the Facilities on or about the Premises, or located on any appurtenant rights-of-way or access to the Premises, in good and tenantable condition.

(b) Licensor, at Licensor's sole cost and expense, shall maintain the Site and its improvements thereto in good order and repair and in the condition required to be maintained by Licensor, ordinary and reasonable wear and tear, damage by fire, the elements and other casualty excepted, and in substantial compliance with all laws, codes, regulations and orders of any governmental or regulatory entity. Damage resulting from the acts or omissions of Licensee shall be repaired by Licensee at Licensee's cost and expense unless otherwise provided herein.

22. Mechanics' Liens.

Licensor and Licensee expressly acknowledge and agree that neither Licensee nor any one claiming by, through or under Licensee, including without limitation contractors, sub-contractors, materialmen, mechanics and laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Site nor upon any building or improvement thereon; on the contrary, any such liens are specifically prohibited. All parties with whom Licensee may deal are hereby put on notice that Licensee has no power to subject Licensor's interest in the Site to any claim or lien of any kind or character, and any persons dealing with Licensee must look solely to the credit of Licensee for payment and not to Licensor's interest in the Site or otherwise. Licensee shall allow Licensor to post notices of non-responsibility on the Premises. Licensee agrees to allow such notices to remain posted in the Site throughout the construction period and to notify Licensor if such notices are damaged or removed. However, if by reason of any alteration, repair, labor performed or materials furnished to the Site for or on behalf of Licensee any mechanic's or materialmen's lien shall be filed, claimed, perfected or otherwise established or as provided by law against the Site, Licensee shall discharge or remove the lien by bonding or otherwise within thirty (30) days after Licensee receives notice from Licensor of the filing of same.

23. Tower Marking and Lighting Requirements.

(a) Licensor covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. Licensor shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers and shall be responsible for the cost and expense of painting and maintaining the Tower only.

(b) If lighting requirements apply and a lighting automatic alarm system has been installed by Licensor, Licensor shall allow Licensee to bridge-in to the system to permit a parallel alarm or to install a second alarm if a bridge would interfere with Licensor's alarm. Licensee shall be responsible for the cost and expense of maintaining the bridge or parallel alarm. Notwithstanding anything to the contrary in this Section 24 (b), the responsibility for compliance with FAA and FCC requirements shall remain with Licensor as provided in Section 24 (a) above.

24. Hazardous Substances.

(a) With the exception of the necessary sealed batteries, propane or diesel fuel to fuel an emergency generator for use as a back-up emergency generator for the Facilities (which if Licensee decides to use, shall for the term of this Agreement be placed by Licensee in the radio equipment enclosure area designated on the attached Exhibit B1), Licensee shall not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site. Licensee shall not conduct any activity on the Premises that may or does require a hazardous waste treatment, storage or disposal facility permit from any federal or state agency. Licensee shall not install or use any underground tanks at the Site. The term "Hazardous Material" mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Site is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This Section shall survive the termination of this Agreement to the extent that any Hazardous Material release was caused by Licensee during the term of this Agreement.

(b) If Licensee elects to place a back-up emergency generator for the Facilities at the Site, then, at Licensee's soles expense:

(i) Licensee shall locate such generator only within the radio equipment enclosure area designated on Exhibit B1;

(ii) Subject to Licensor's prior written approval in each case, Licensee may locate and use at the Site one or more aboveground storage tanks for propane or diesel fuel, provided that any such diesel fuel tank must (1) be double-walled, (2) have adequate secondary containment and overflow protection, (3) be equipped with a high level alarm, and (4) have a total combined capacity of less than or equal to three hundred (300) gallons;

(iii) Licensee shall ensure that adequate security is provided for all tanks, batteries, propane, and diesel fuel at the Site;

(iv) Licensee shall employ appropriate standard operating procedures and containment measures and infrastructure for petroleum products being transferred or handled during the transfer process;

(c) Licensor represents that (i) Licensor has no knowledge of any current Notice of Violation or Order of Consent Judgment issued against the Premises by the United States Environmental Protection Agency or the state environmental agency with jurisdiction over the Premises except as disclosed to Licensee in any environmental reports provided to Licensee, and (ii) Licensor will not generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any law or regulation. If Licensor detects any violation of this Section 24, by or through Licensee, Licensor shall so notify Licensee of the violation, and Licensee shall take immediate steps to eliminate such violation. Licensee agrees to reimburse Licensor for all actual costs and expenses incurred by Licensor in connection with any such violation, including, but not limited to, all costs and expenses to remediate the Premises.

25. Special Railroad Provisions.

(a) In connection with the use of the Premises, Licensee agrees to observe and be bound by the rules of Licensor with respect to standard clearances for all of Licensor's tracks located on or adjacent to the Premises. As such, Licensee agrees to maintain and preserve an overhead space of twenty-three feet (23') measured perpendicularly from the top of the rail (except that overhead clearance where wire lines extend over such track shall be such as may be prescribed by Licensor) and a space eighteen feet (18') in width, measured nine feet (9') on each side from the centerline of such track; provided, however, that the side clearance of nine feet (9') feet must be increased one and one half inches (1-1/2") for every degree of curvature in the track, which space shall be kept clear of any obstruction whatsoever including, but not limited to all structures, facilities or property of Licensee that are or may be placed or erected above or parallel to such track.

(b) Licensee shall not create, or permit to be created, any condition which will impair, impede or interfere in any way with the operation or maintenance of Licensor's railroad or otherwise creates a problem for Licensor, creates a safety hazard or creates an emergency. In the event of a breach of this covenant which continues uncorrected for twenty-four (24) hours or more after notice thereof has been given by Licensor, Licensor may enter the Premises either to correct the breach or remove that which impairs, impedes or interferes with the operation of Licensor's railroad or creates a problem for the Licensor, creates a safety hazard, or creates an emergency, all at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay Licensor promptly upon receipt of billing thereof. In such a case, Licensor shall have no liability to Licensee for the Facilities during such action by Licensor.

(c) Licensee shall require all of its employees, contractors and subcontractors to comply with all of Licensor's reasonable rules and regulations when on Licensor property. Licensee and any contractor and subcontractor shall secure background investigations through e-VERIFILE.com of its employees, contractors and subcontractors who will or might enter upon the property of Licensor. Nothing in this background investigation requirement shall prevent Licensee from hiring any particular individual, contractor or subcontractor or requiring Licensee to terminate such individual or entities if already hired; however, Licensee understands and acknowledges that a successful background investigation is a mandatory requirement to enable the individual Licensee employees, contractors or subcontractors to enter upon the property of Licensor. Licensee employees, contractors or subcontractors successfully undergoing the background investigation will be issued a picture identification card which will be required for Licensee's employees, contractors and subcontractors to enter and work on Licensor's property. Licensee employees, contractors or subcontractors without the identification card will not be allowed to work on Licensor's property. Upon request of Licensor at any time, Licensee shall provide Licensor with a list of all employees, contractors and subcontractors who have entered, or may enter, upon the property of Licensor, or who may otherwise be granted picture identification cards or such other badge access. For the avoidance of doubt, Licensee's obligation in the immediately preceding sentence constitutes a material obligation. Licensee shall use its best efforts to ensure that employees leaving the employment of Licensee, and Licensee's contractors or subcontractors who have completed their portion of the services for which they were engaged, must surrender identification cards to Licensee. Although Licensor has negotiated standard volume rates with e-VERIFILE.com for the background investigations, identifications cards and other products, all charges incurred in the use of e-VERIFILE services and products are the sole responsibility of Licensee. Notwithstanding any provision of this Agreement, if any, that permits Licensee to seek reimbursement of travel and other expenses from Licensor, the e-VERIFILE.com charges are not included among such reimbursable expenses. Licensee shall execute e-VERIFILE.com's

standard Subscriber Agreement – failure to do so voids this Agreement. Licensee agrees to comply with all applicable federal and state laws, rules and regulations applicable to background investigations of employees, contractors and subcontractors (including, but not limited to, appeal rights and the protection of employee personal information).

(i) In the event that Licensor ceases the use of e-VERIFILE.com for background investigations or switches to another similar service, Licensee will be notified by Licensor of the termination and/or transfer. In the event that Licensor switches to another vendor for similar services, the requirements of this Section shall apply to Licensee with regard to the use of the alternative vendor's services.

(ii) Licensor does not warrant or guarantee either the accuracy or completeness of the services performed by e-VERIFILE.com. Licensor shall have no responsibility or liability to Licensee for the services performed by e-VERIFILE.com.

26. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

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

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. The term "Licensor" as used in this Agreement shall include the directors, officers, agents and employees of Licensor, and also the parent and all subsidiary and affiliated companies of Licensor, and their respective directors, officers, agents and employees.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or recognized overnight courier to the address of the respective parties set forth below:

As to Licensor: Norfolk Southern Corporation
650 West Peachtree Street NW
IT Microwave Box 4
Atlanta, GA 30308
Attention: Manager Microwave

As to Licensee: Dinwiddie County
P.O. Box 70
14010 Boydton Plank Road
DINWIDDIE, VA23841
Attention: Emergency Communications

Licensor or Licensee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or rejection.

(e) This Agreement shall be governed by the laws of the state in which the Site is located without regard to the principles of conflict of laws thereunder.

(f) Licensor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C may be recorded by Licensee, at Licensee's option and expense, in the official records of the County where the Land is located.

(g) The parties agree that there may be multiple originals of this Agreement, each of which shall be deemed an original.

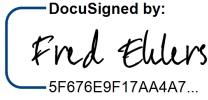
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

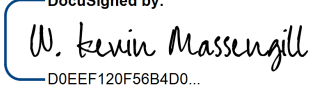
Licensor:

Licensee:

**NORFOLK SOUTHERN RAILWAY
COMPANY,
a Virginia corporation**

**DINWIDDIE COUNTY,
a Virginia government**

By:  DocuSigned by:
Fred Ehlers
5F676E9F17AA4A7...

By:  DocuSigned by:
W. Kevin Massengill
D0EEF120F56B4D0...

Name: Fredric Ehlers
Title: Vice President

Name: W. Kevin Massengill
Title: County Administrator

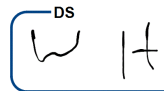

William Hefty
Legal Counsel

EXHIBIT A

LEGAL DESCRIPTION

All that certain tract or parcel of land lying, being and situate in Namozine District, Dinwiddie County, Virginia containing 4.40 acres and designated as Parcel B on a plat entitled "Requested by Virginia Holding Corporation, owner Raymond & Horace Henshaw, et al, located in Namozine District, Dinwiddie County, Virginia," made by Ralph P. Hines, C. L. S., dated July 24, 1974, a copy of which is attached hereto and more particularly described on said plat as follows:

Beginning at an iron marking the northwest corner of the subject parcel which iron corners with the property of Henshaw and the right-of-way of Norfolk & Western Railway; thence along the southern right-of-way line of said railway along a curve to the left, said curve having a radius of 3,104.00, a central angle of 00 deg. 39' 35" for an arc distance of 35.74 ft. to an iron; thence leaving said right-of-way N 43 deg. 13 ft W., 94.65 ft. to an iron; thence S 49 deg. 40 ft. W. 251.35 ft. to an iron on said right-of-way of Norfolk & Western Railway; thence continuing along said right-of-way along a curve to the left, said curve having a radius of 3,104.00, a central angle of 0.2 deg. 18' 26" for an arc distance of 125.00 ft. to an iron rail; thence leaving said right-of-way S. 0.9 deg. 40" E. 525.09 ft to an iron; thence S. 80 deg. 20 ft. W. 425.13 ft. to an iron; thence N. 09 deg. 40 ft. W 440.69 ft. to an iron being the point of beginning; it being a portion of the same property conveyed to Horace L. Henshaw and wife and Raymond A. Henshaw and wife by a deed from James H. Joyner and wife dated March 3, 1970, recorded in the Clerk's Office of the Circuit Court, Dinwiddie County, Virginia, in Deed Book 144 at page 192.

And being the same property acquired by deed from Raymond A. and Frances R. Henshaw and Horace L. and Louise K. Henshaw dated August 30, 1974, of record in the Clerk's Office of the Circuit Court of Dinwiddie County, Virginia, in Deed Book 169, page 304.

EXHIBIT B1

| | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> NEW LEASE <input type="checkbox"/> AMENDMENT TO EXISTING LEASE <input type="checkbox"/> RECONTRACT <input type="checkbox"/> BTS ANCHOR TENANT | | INTERNAL USE ONLY | |
| | | APP VERSION # | |
| | | CUSTODIAN # | TBD |
| | | AMENDMENT # | |
| PLEASE RETURN THIS APPLICATION VIA EMAIL TO: Norfolk Southern Railway 1200 Peachtree St. NE IT Dept. Box 110, Office 1149R Atlanta, GA 30309-3579 Attn: Tim Blair E-Mail: <input type="text" value="towerleasing@nscorp.com"/> Phone: <input type="text" value="800-450-4753"/> | | NS Site Number: <input type="text" value="N/A"/> NS Site Name: <input type="text" value="Poole Siding, VA"/> Application Date: <input type="text" value="July 09, 2020"/> Revision Dates: <input type="text" value="4/13/2021"/> Approval: <input type="text" value="4/14/2021"/> | Digitally signed by Tracey S. Devereaux DN: cn=Tracey S. Devereaux, o=Norfolk Southern Corporation, ou=IT Network Transport - Microwave, email=tracey.devereaux@nscorp.com, c=US Date: 2021.04.14 13:09:00 -04'00' |

| APPLICANT / CARRIER INFORMATION | | | |
|--|--|--------------------|--|
| Carrier Name: | N/A | Contact Name: | Denice R. Crowder |
| Carrier Site Number: | N/A | Contact Number: | 804-469-5388 |
| Carrier Site Name: | | Contact Fax: | 804-469-7663 |
| Carrier Legal Entity Name: | Dinwiddie County Fire/EMS | Contact Address: | 13850 Courthouse Road Dinwiddie, VA 23841 |
| State of registration: | Virginia | Contact E-mail: | Dcrowder@dinwiddieva.us |
| Type of entity (LP, LLC, Corp) d/b/a (if applicable) | Government | Additional E-mail: | N/A |
| Notice Address for Lease: | PO Drawer 70 13850 Courthouse Road Dinwiddie, VA 23841 | Other: | N/A |
| With copies to: | N/A | Carrier NOC# | |
| Carrier Invoice Address: | N/A | | |
| Carrier Invoice Contact - Name, Title, Phone No. | N/A | | |

| ADDITIONAL CONTACT INFORMATION | |
|-----------------------------------|--|
| Leasing Contact Name/Number: | W. Kevin Massengill -Dinwiddie County Administrator 804-469-4500 |
| RF Contact Name/Number: | Roy Cuevas 815-345-6096 Roy.cuevas1@motorolasolutions.com |
| Construction Contact Name/Number: | Mark Morris 845-558-2829 Mark.morris@mototolasolutions.com |
| Emergency Contact Name/Number: | Denice R. Crowder 804-469-5388 or 804-704-0517 Dcrowder@dinwiddieva.us |

| SITE LOCATION INFORMATION | | | |
|---------------------------|------------------------------------|---|-------------------------------------|
| Latitude: | 37.1647738 | N | Existing Structure Type: Guy |
| Longitude: | -77.679908 | W | Existing Structure Height: 300' AGL |
| Site Address: | Mike's Lane, Church Road, VA 23833 | | |

| FREQUENCY/TECHNOLOGY INFORMATION | | | |
|---|------------|--|--|
| Type of Technology for all equipment (i.e., 3G, LTE, CMDA, MW, WiFi, TV, etc.) | LMR and MW | | |
| TX Frequency (MHz) | Licensed | 769.0875, 769.8625, 770.5125, 771.5625, 772.4375, 772.9125, 774.1625, 774.6375, - MW - L6Ghz | |
| RX Frequency (MHz) | Licensed | 799.0875, 799.8625, 800.5125, 801.5625, 802.4375, 802.9125, 804.1625, 804.6375 - MW - L6Ghz | |
| Tenants using an unlicensed band must provide exact Frequency Channels and Call Sign(s) to be utilized. (Providing the band range only will not be accepted.) | | | |

| PLEASE PROVIDE BRIEF DESCRIPTION OF GENERAL SCOPE OF WORK |
|--|
| The equipment installed on this site will be used for the Dinwiddie County Public Safety P25 Trunked Simulcast 700 MHz system. Equipment will include a prefabricated communications shelter (12' x 16'), a new 50 kW diesel generator, TX and RX LMR antennas (with sidearm mounts), TMA, two MW dishes (with ice shields), and associated feed-lines. County is proposing to extend the site compound to include a new 28'4" X 25' fenced in area. |

| PROPOSED FINAL CONFIGURATION TOTALS | | |
|-------------------------------------|-----------------|-------|
| EQUIPMENT TYPE | | TOTAL |
| Panel Antennas | | |
| Omni/Whip Antennas | | 2 |
| RRU | | |
| TMA | | 1 |
| Diplexer / Triplexer | | |
| Bias T | | |
| Surge Suppressor | | |
| MW Dish | | 2 |
| Ice Shield | | 2 |
| ODU | | |
| Filter | | |
| Combiner | | |
| Junction Box | | |
| RET | | |
| Equipment Cabinets | | |
| Other (Please specify) | 50KW Generator | 1 |
| Other (Please specify) | 12'x16'shelter | 1 |
| Other (Please specify) | Sidearm-182.6LB | 1 |
| Other (Please specify) | Sidearm-477.0LB | 1 |
| Other (Please specify) | CableLadder-20' | 1 |

| PROPOSED FINAL CONFIGURATION TOTALS | |
|-------------------------------------|-------|
| LINE TYPE | TOTAL |
| Coax | 5 |
| Hybrid | |
| CAT5 | |
| DC/Power | |
| RET | |
| Fiber | |

| ADDITIONAL EQUIPMENT INFORMATION |
|--|
| <ul style="list-style-type: none"> RRUs, TMAs and ODUs are required to be installed directly behind the antennas / MW dish. Otherwise there will be an additional charge. |

| GROUND / INTERIOR SPACE REQUIREMENTS | | | | | |
|--|--|---|--|---|--|
| Total Ground / Interior Area Dimensions: L' x W' = Total Square Feet Required | | <input type="text" value="28.4"/> X <input type="text" value="25"/> | (Including all Equipment (i.e., Shelter, Equipment Platform or Pad, Generator Pad, Generator Fuel Tank Pad, Antenna Sleds, etc. – provide details below) | | |
| Cabinet Area Dimensions (Pad/Platform) | | <input type="text"/> X <input type="text"/> | Cabinet Installation Type | | |
| Shelter Pad Dimensions | | <input type="text" value="12"/> X <input type="text" value="16"/> | Shelter Manufacturer VFP | | |
| Rooftop Antenna Total Area Required | | <input type="text"/> X <input type="text"/> | Antenna Sled Dimensions (per sector) | <input type="text"/> X <input type="text"/> | Antenna Wall Mount Dimensions (per sector) <input type="text"/> X <input type="text"/> |

| EQUIPMENT CABINET REQUIREMENTS (Required for rooftops or GTP interior space) | | | |
|---|----------------------|-----------------------------------|---------------|
| Number of Cabinets Required | <input type="text"/> | Cabinet Dimensions (L' x W' x H') | Manufacturer: |
| Number of Cabinets Required | <input type="text"/> | Cabinet Dimensions (L' x W' x H') | Manufacturer: |
| Number of Cabinets Required | <input type="text"/> | Cabinet Dimensions (L' x W' x H') | Manufacturer: |
| Equipment Cabinet Comments | | <input type="text"/> | |

| GENERATOR REQUIREMENTS | | | |
|------------------------------------|-------------------------|------------------------|------------------------|
| Generator Required?: | New | Generator Fuel Type | Diesel |
| Generator Pad Dimensions | 14'6" x 4'6" | | Generator Size 50kw |
| Generator Fuel Tank Pad Dimensions | belly tank - 500 gallon | | Generator Manufacturer |
| | | Fuel Tank Manufacturer | |

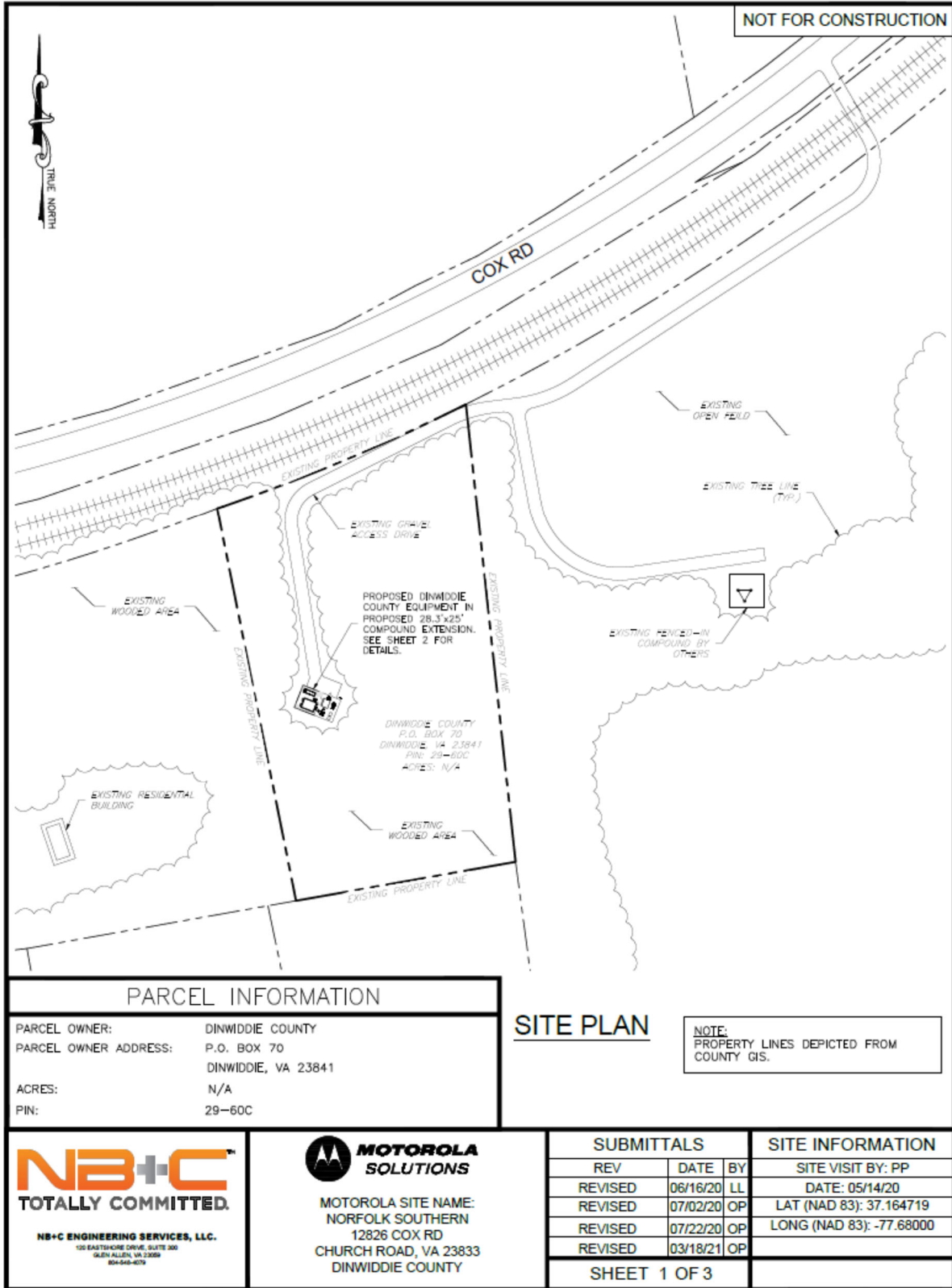
| AC POWER REQUIREMENTS | | | |
|-----------------------|------------------|--|-----|
| Meter Type | New Tenant Meter | Estimated Monthly Utility Usage Amount | |
| Voltage | 120/240 VAC | Total Amperage | 200 |

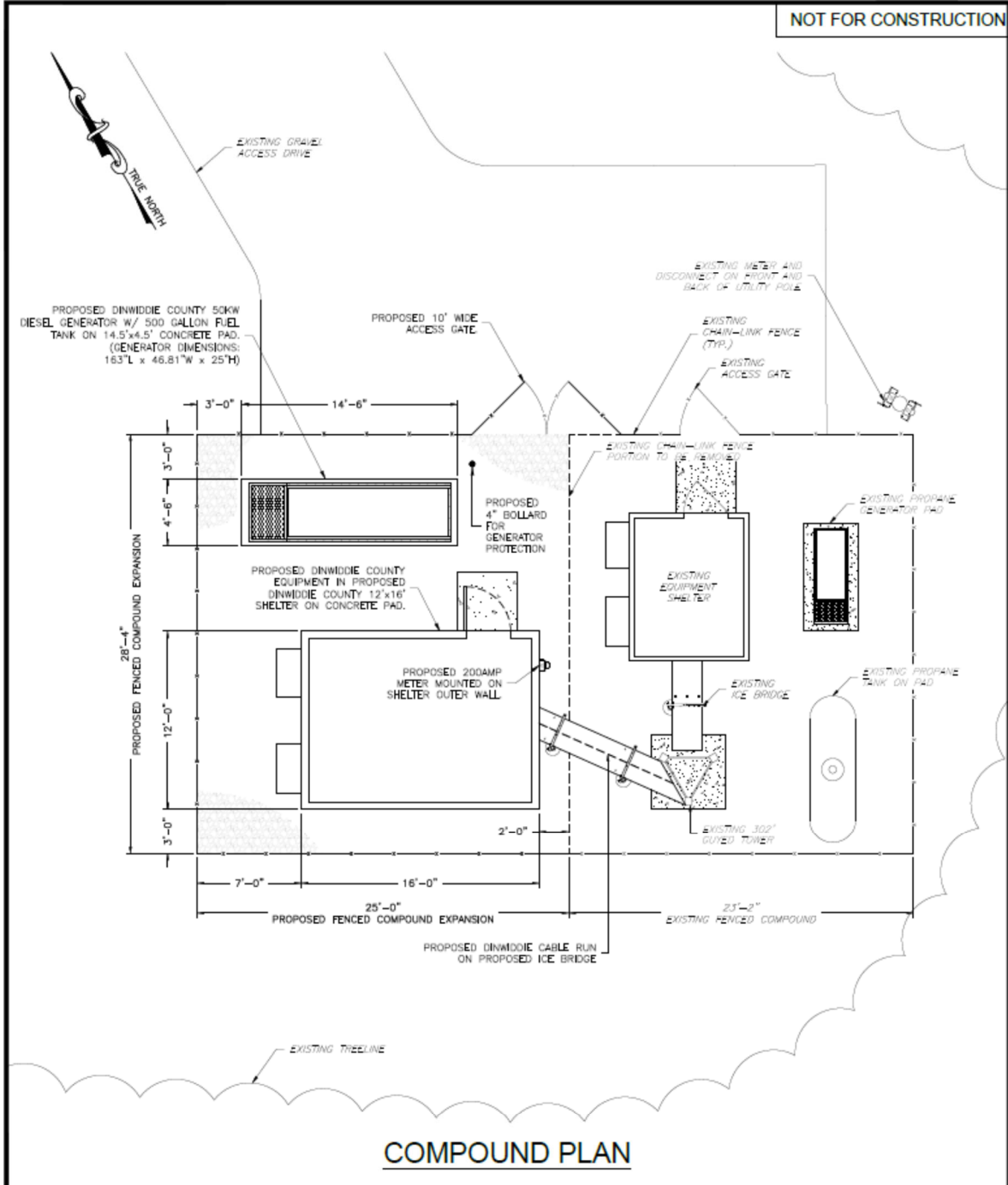
| FIBER / BACKHAUL | | | |
|---------------------------|--|---------------------------|--------------------------------|
| Fiber Installation Status | | Fiber Provider | |
| Cable Type | | Number of Points of Entry | Conduit/Riser Size (in inches) |

| STRUCTURAL ANALYSIS DETAILS | |
|---------------------------------|--|
| Structural Hardcopies Required? | <input type="text"/> If wet seals required, please provide address: <input type="text"/> |

| ADDITIONAL COMMENTS |
|--|
| Total ground space shown above details an area measuring 28'4" x 25'. This area is not the actual size required for ground space. This area represents the area of the compound the County is looking to expand to accommodate the new shelter and generator. The only equipment to take up actual ground space will be the generator and shelter. |

EXHIBIT B2

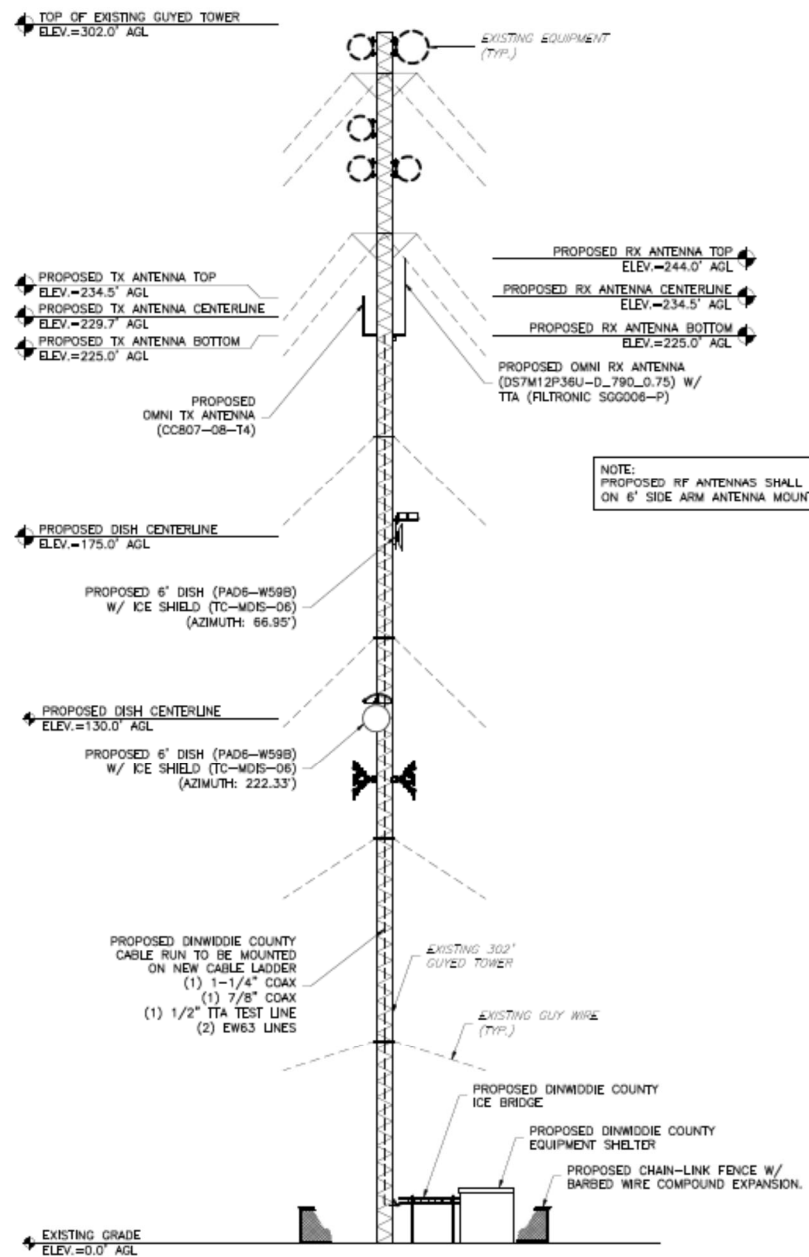




COMPOUND PLAN

| | | | | | | |
|---|--|------------|--------------|------------------|--------------------------|--|
| <p>NB+C TOTALLY COMMITTED.</p> <p>NB+C ENGINEERING SERVICES, LLC. 120 EASTSHORE DRIVE, SUITE 200 GLENN ALLEN, VA 22089 804-543-6379</p> | <p>MOTOROLA SOLUTIONS</p> <p>MOTOROLA SITE NAME: NORFOLK SOUTHERN 12826 COX RD CHURCH ROAD, VA 23833 DINWIDDIE COUNTY</p> | SUBMITTALS | | SITE INFORMATION | | |
| | | REV | DATE | BY | SITE VISIT BY: PP | |
| | | REVISED | 06/16/20 | LL | DATE: 05/14/20 | |
| | | REVISED | 07/02/20 | OP | LAT (NAD 83): 37.164719 | |
| | | REVISED | 07/22/20 | OP | LONG (NAD 83): -77.68000 | |
| REVISED | 03/18/21 | OP | SHEET 2 OF 3 | | | |

NOT FOR CONSTRUCTION



ELEVATION VIEW

NB+C
 TOTALLY COMMITTED.
 NB+C ENGINEERING SERVICES, LLC.
 100 EASTSHORE DRIVE, SUITE 200
 GLEN ALLEN, VA 23060
 804-548-4079

MOTOROLA SOLUTIONS
 MOTOROLA SITE NAME:
 NORFOLK SOUTHERN
 12826 COX RD
 CHURCH ROAD, VA 23833
 DINWIDDIE COUNTY

| SUBMITTALS | | |
|------------|----------|----|
| REV | DATE | BY |
| REVISED | 06/16/20 | LL |
| REVISED | 07/02/20 | OP |
| REVISED | 07/22/20 | OP |
| REVISED | 03/18/21 | OP |

SHEET 3 OF 3

| SITE INFORMATION | |
|--------------------------|--|
| SITE VISIT BY: PP | |
| DATE: 05/14/20 | |
| LAT (NAD 83): 37.164719 | |
| LONG (NAD 83): -77.68000 | |

EXHIBIT C

This Document Prepared by and Return To:

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this ____ day of _____, 202__, by and between Norfolk Southern Railway Company, with its primary offices at Three Commercial Place, Norfolk, VA 23510, (hereinafter referred to as "Licensor") and Dinwiddie County ("Licensee"), with its address at 14010 Boydton Plank Road, Dinwiddie, VA 23841 (together with its successors and permitted assigns hereinafter referred to as ("Licensee").

1. Licensor and Licensee entered into an Agreement (the "Agreement") on _____, for all legal purposes, including without limitation, the purpose of installing, operating, and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. Licensor ratifies and confirms the Agreement. The initial term of the Agreement is for one hundred eighty (180) months, commencing on _____ and expiring on _____, with two (2) successive sixty (60) month options to renew.

3. The Property/Land which is the subject of the Agreement is described in Exhibit A and Exhibit B2 annexed hereto.

(Signatures on next page)

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

Licensor:
Norfolk Southern Railway Company

Licensee:
Dinwiddie County

By: _____
Name: F.M. Ehlers _____
Title: Vice President _____
Date: _____

By: _____
Name: W. Kevin Massengill _____
Title: County Administrator _____
Date: _____

STATE OF GEORGIA)
) **SS.**
COUNTY OF FULTON)

On _____, 202____, before me, _____, Notary Public, personally appeared **F. M. Ehlers**, in his/her capacity as **Vice President** of Norfolk Southern Railway Company, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

Notary Public

My Commission Expires:

STATE OF Virginia)
) **SS.**
COUNTY OF Dinwiddie)

On _____, 20____, before me, _____, Notary Public, personally appeared _____, in his capacity as _____ of _____, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

All that certain tract or parcel of land lying, being and situate in Namozine District, Dinwiddie County, Virginia containing 4.40 acres and designated as Parcel B on a plat entitled "Requested by Virginia Holding Corporation, owner Raymond & Horace Henshaw, et al, located in Namozine District, Dinwiddie County, Virginia," made by Ralph P. Hines, C. L. S., dated July 24, 1974, a copy of which is attached hereto and more particularly described on said plat as follows:

Beginning at an iron marking the northwest corner of the subject parcel which iron corners with the property of Henshaw and the right-of-way of Norfolk & Western Railway; thence along the southern right-of-way line of said railway along a curve to the left, said curve having a radius of 3,104.00, a central angle of 00 deg. 39' 35" for an arc distance of 35.74 ft. to an iron; thence leaving said right-of-way N 43 deg. 13 ft W., 94.65 ft. to an iron; thence S 49 deg. 40 ft. W. 251.35 ft. to an iron on said right-of-way of Norfolk & Western Railway; thence continuing along said right-of-way along a curve to the left, said curve having a radius of 3,104.00, a central angle of 0.2 deg. 18' 26" for an arc distance of 125.00 ft. to an iron rail; thence leaving said right-of-way S. 0.9 deg. 40" E. 525.09 ft to an iron; thence S. 80 deg. 20 ft. W. 425.13 ft. to an iron; thence N. 09 deg. 40 ft. W 440.69 ft. to an iron being the point of beginning; it being a portion of the same property conveyed to Horace L. Henshaw and wife and Raymond A. Henshaw and wife by a deed from James H. Joyner and wife dated March 3, 1970, recorded in the Clerk's Office of the Circuit Court, Dinwiddie County, Virginia, in Deed Book 144 at page 192.

And being the same property acquired by deed from Raymond A. and Frances R. Henshaw and Horace L. and Louise K. Henshaw dated August 30, 1974, of record in the Clerk's Office of the Circuit Court of Dinwiddie County, Virginia, in Deed Book 169, page 304.

EXHIBIT D

LIST OF COVERED COMPANIES

Norfolk Southern Railway Company
Central of Georgia Railroad Company
Georgia Southern and Florida Railway Company
The Cincinnati, New Orleans and Texas Pacific Railway Company
The Alabama Great Southern Railroad Company
Citico Realty Company
Southern Region Industrial Realty, Inc.
Virginia Holding Corporation
(and affiliated companies of the listed companies)

Certificate Of Completion

| | |
|--|-----------------------------|
| Envelope Id: 3ABA5F210AE24C8CAE70D5480C637ADD | Status: Completed |
| Subject: Please DocuSign: Dinwiddie County at Norfolk Southern's Poole Siding VA_Lease Executables | |
| Source Envelope: | |
| Document Pages: 35 | Signatures: 2 |
| Certificate Pages: 2 | Initials: 1 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Tracey S. Devereaux |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada) | 3 Commercial Place |
| | Norfolk, VA 23510 |
| | Tracey.Devereaux@nscorp.com |
| | IP Address: 71.59.22.190 |

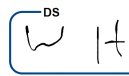
Record Tracking

| | | |
|----------------------|-----------------------------|--------------------|
| Status: Original | Holder: Tracey S. Devereaux | Location: DocuSign |
| 9/27/2021 2:51:56 PM | Tracey.Devereaux@nscorp.com | |

Signer Events

William Hefty
bill@heftywiley.com
Legal Counsel
County of Dinwiddie
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Drawn on Device
Using IP Address: 98.213.248.225

Timestamp

Sent: 9/28/2021 2:09:00 PM
Viewed: 10/1/2021 12:13:41 PM
Signed: 10/1/2021 12:22:10 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

W. Kevin Massengill
kmassengill@dinwiddieva.us
County Administrator
Dinwiddie County
Security Level: Email, Account Authentication (None)

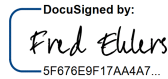


Signature Adoption: Pre-selected Style
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Signed using mobile

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Signed: 10/1/2021 2:09:13 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Fred Ehlers
Fred.Ehlers@nscorp.com
VP Information Technology & CIO
Norfolk Southern Corporation
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 72.132.13.201

Sent: 10/1/2021 3:51:32 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |

| Certified Delivery Events | Status | Timestamp |
|--|--|---|
| <p>Hollie Casey hcasey@dinwiddieva.us Procurement Officer Dinwiddie County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <p style="text-align: center; border: 2px solid blue; padding: 5px;">VIEWED</p> <p>Using IP Address: 139.60.228.178</p> | <p>Sent: 9/27/2021 3:18:46 PM Viewed: 9/28/2021 2:08:59 PM</p> |
| <p>Tracey S. Devereaux tracey.devereaux@hscorp.com Technology Engineer/MW Tower Lease Administrator Norfolk Southern Corporation Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <p style="text-align: center; border: 2px solid blue; padding: 5px;">VIEWED</p> <p>Using IP Address: 71.59.22.190</p> | <p>Sent: 10/1/2021 2:09:15 PM Viewed: 10/1/2021 3:51:32 PM</p> |

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|------------------|----------------------|
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| Certified Delivered | Security Checked | 10/1/2021 3:52:37 PM |
| Signing Complete | Security Checked | 10/1/2021 3:53:03 PM |
| Completed | Security Checked | 10/1/2021 3:53:03 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|