

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB6

ORDINANCE NUMBER: 2019-6

**TITLE: AN ORDINANCE APPROVING A LEASE AGREEMENT WITH VERTICAL BRIDGE DEVELOPMENT, LLC FOR THE INSTALLATION AND MAINTENANCE OF A CELLULAR TOWER FACILITY ON CITY PROPERTY ON MINERS MESA**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The City of Black Hawk hereby approves the Lease Agreement between the City of Black Hawk and Vertical Bridge Development, LLC for the installation and maintenance of a cellular tower facility on City property on Miners Mesa, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute the Lease Agreement and associated documents on behalf of the City.

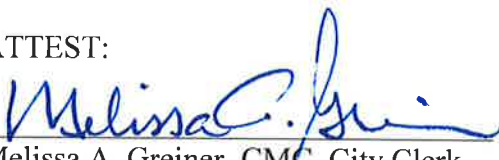
Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.


Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 23<sup>rd</sup> day of January, 2019.

ATTEST:

  
Melissa A. Greiner, CMC, City Clerk

  
David D. Spellman, Mayor



**Landlord:**

City of Black Hawk  
201 Selak Street  
Black Hawk, CO 80422

**Tenant:**

Vertical Bridge Development, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, FL 33487  
Site #: US-CO-5063  
Site Name: Blackhawk

**OPTION AND LEASE AGREEMENT**

**THIS OPTION AND LEASE AGREEMENT** (this "**Agreement**") is made this 23 day of January, 2019 (the "**Effective Date**"), by and between City of Black Hawk, a Colorado municipal corporation (the "**Landlord**"), whose address is 201 Selak Street, Black Hawk, CO 80422, and Vertical Bridge Development, LLC, a Delaware limited liability company (the "**Tenant**"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487.

**WHEREAS**, the Landlord owns certain real property located in the County of Gilpin, in the state of Colorado, that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the "**Property**"); and,

**WHEREAS**, the Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 50' x 50' (approximately 2,500 square feet) (the "**Premises**"), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the erection of a communications tower.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

**1. OPTION TO LEASE.**

(a) Landlord grants to Tenant the exclusive option to lease the Premises.

(b) From and after the date of this Agreement as set forth above for the time period set forth below (the "**Option Period**"), and at any time during the Term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant shall be authorized to apply for Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property. Tenant will disclose any defects found during the investigation. Tenant will restore the Property to its condition as it existed at the commencement of the Option Period (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the Option Period, Tenant agrees to pay Landlord the sum of Three Thousand Dollars (\$3,000.00) within thirty (30) business days of the full execution of this Agreement. The Option Period will be for an initial term of one (1) year from the Effective Date (the "**Initial Option Period**") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional Three Thousand Dollars (\$3,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Period.

(d) During the Initial Option Period and any extension thereof, Tenant may commence the Initial Term of this Agreement by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not commence this Agreement during the Initial Option Period or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

## **2. TERM.**

(a) This Agreement shall commence on the first day of the month in which Tenant begins construction (the "**Commencement Date**"). Unless extended or sooner terminated as herein provided, the initial term shall be for a period of five (5) years following the Commencement Date ("**Initial Term**").

(b) Tenant shall have the option to extend the Term of this Agreement for seven (7) successive terms of five (5) years each (each a "**Renewal Term**"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current Term. For purposes of this Agreement, "**Term**" shall mean the Initial Term and any applicable Renewal Term(s).

## **3. RENT.**

(a) Tenant shall pay rent to Landlord beginning at Commencement Date a monthly rental payment of Two Thousand Dollars (\$2,000.00) ("**Rent**"), at the address set forth above on or before the fifth (5th) day of each calendar month in advance. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days from Commencement Date.

(b) Beginning on the commencement date of the first Renewal Term and each five-year anniversary of each Renewal Term thereafter throughout the remainder of the Term and Renewal Term(s), if any, the Rent shall be increased by an amount equal to ten percent (10%) of the amount of the Rent for the previous Term or previous Renewal Term, as the case may be, which sum shall be payable in equal monthly installments in advance as herein set forth.

## **4. [INTENTIONALLY DELETED]**

**5. TAXES.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the communication facility located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional Rent any increase in real property taxes levied against Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant. In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or

charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property.

6. **USE.** The Premises are being leased for the purpose of erecting, installing, operating and maintaining radio or communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures, and related equipment (collectively, the "**Communication Facilities**"). Tenant may, subject to the foregoing, make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which, in Tenant's sole opinion, interferes with Tenant's use of the Premises for the intended purposes. Tenant shall have the exclusive right to install and operate upon the Premises communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary so long as all applicable zoning and building requirements are met.

7. **ACCESS AND UTILITIES.** At all times during the Term of this Agreement, Tenant, and its guests, agents, customers, lessees, sublessees and assigns shall have the unrestricted, exclusive right to use, and shall have free access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, sublessees, sublicensee's, successors and assigns a nonexclusive easement (i) for ingress and egress, (ii) for construction, installation, maintenance, and operation of the Communication Facilities, and (iii) for the construction, installation, operation and maintenance of underground electric and other utility facilities (including wires, poles, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Landlord agrees to cooperate with Tenant's efforts to obtain such utilities and services. If there are utilities already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easements for the purposes described above. Notwithstanding anything to the contrary that may be set forth herein, Tenant agrees that all utilities to be installed by Tenant shall be underground.

8. **EQUIPMENT, FIXTURES AND REMOVAL.** All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its subtenants and licensees. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers provided any improvements comply with applicable zoning and building codes and requirements. Within ninety (90) days after the expiration or earlier termination of this Agreement (the "**Removal Period**"), Tenant shall remove its improvements including any tower and restore the Premises to grade and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement.

9. **ASSIGNMENT AND SUBLEASE.** This Agreement may be sold, assigned or transferred by Tenant without any approval or consent of Landlord to Tenant's lender, principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Tenant's assets or ownership interests by reasons of merger, acquisition or other business reorganization (a "**Pre-Approved**

**Assignment**”). As to transfers or assignments which do not constitute a Pre-Approved Assignment, Tenant will provide notice to Landlord, to include the name, address and contact information of the assignee of such assignment. Upon any assignment by Tenant pursuant to the foregoing, Tenant will be relieved of all liability hereunder. Notwithstanding anything to the contrary herein including the foregoing set forth in this Section, Tenant shall have the exclusive right to sublease or grant licenses without Landlord’s consent to use the radio tower or any other tower or structure or equipment on the Premises, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 16. Landlord may not subdivide the Property without Tenant’s prior written consent.

#### **10. COVENANTS, WARRANTIES AND REPRESENTATIONS.**

(a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, and that it alone has full right to lease the Premises for the Term set out herein.

(b) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any tower on the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the tower site.

(c) Landlord has complied and shall comply with all laws with respect to the Premises. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises.

(d) Tenant shall have access to all utilities required for the operation of the Tenant’s improvements on the Premises that are existing on the Property.

(e) There currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.

**11. HOLD OVER TENANCY.** Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

**12. INDEMNITIES.** Tenant agrees to indemnify, defend and hold harmless Landlord, its elected officials, employees, agents, representatives, successors, assigns, (collectively, the “**Landlord Parties**”), from and against all claims and liabilities (including reasonable attorneys’ fees and court costs) (“**Losses**”) caused by or arising out of (i) Tenant’s breach of any of its obligations, covenants, representations or warranties contained herein, or (ii) Tenant’s acts or omissions with regard to the Agreement. Tenant will

indemnify the Landlord Parties from and against any mechanic's liens or liens of contractors and sub-contractors engaged by or through Tenant.

**13. WAIVERS.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communication Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

**14. INSURANCE.** Tenant shall maintain insurance as follows:

(a) Worker's Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work by Tenant under this Agreement with minimum limits of Five Hundred Thousand Dollars (\$500,000) each incident, Five Hundred Thousand Dollars (\$500,000) disease—policy limit, and Five Hundred Thousand Dollars (\$500,000) disease—each employee.

(b) General Public Liability Insurance to be written with a limit of liability of not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks. The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident and not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to, or destruction of property, including the City's property, during the policy period. The policy shall contain a severability of interests provision.

(c) To the extent that liability results from the acts or omissions of the Tenant, all Insurance Policies and Certificates of Insurance issued for this project shall name as additional insured(s), the City and the City's officers and employees. The Tenant shall be solely responsible for any deductible losses under any policy required herein.

(d) The certificate of insurance provided by the Tenant shall be completed by the Tenant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of this Agreement. No other form of certificate shall be used. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and shall provide for cancellation only upon ten (10) days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.

(e) Failure on the part of the Tenant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement.

The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Owner, its officers or employees.

**15. INTERFERENCE.** During the Term of this Agreement, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Premises. In addition, during the Term of this Agreement, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property that is fee owned by the Landlord: (a) for any of the uses contemplated in Section 6 herein; or (b) if such lease, license, or easement would detrimentally impact Tenant's Communications Facilities or economic opportunities at the Premises, or the use thereof. Tenant acknowledges that an adjacent site is an active material storage and processing yard that will continue to operate. Landlord shall not cause or permit the construction of radio or communications towers on the Property or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Property, except for towers constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for wireless communications or broadcast facilities during the Term of this Agreement. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord. Tenant acknowledges: the existence of a 50' Self Support Tower located approximately 2,160 feet due west of the Premises at Lat: 39.793064, Long: -105.497530; and, that this Agreement does not restrict any future facilities at the current premises where the SST is located.

**16. RIGHT OF FIRST REFUSAL.** In the event that Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the "**ROFR Property**") to any third party, during the Option Period or Term, Landlord shall offer Tenant a right of first refusal to purchase the Premises (or such larger portion of Landlord's property that encompasses the Premises, if applicable) or such interest proposed to be conveyed. Landlord shall provide a copy of any offer to purchase or acquire, or any executed purchase agreement or letter of intent ("**Offer**"), to Tenant which copy shall include, at a minimum, the purchase or acquisition price, proposed closing date, and financing terms ("**Minimum Terms**"). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms; provided, the closing date shall be no sooner than sixty (60) days after Tenant's purchase election notice. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its rights of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant's continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("**Permitted Sale**"). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant's waiver of its rights of first refusal, such Offer shall be deemed to have lapsed.

**17. SECURITY.** The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to

secure its improvements, including the tower(s), building(s), and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, and related improvements.

**18. FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

**19. CONDEMNATION.** Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of the Premises, Tenant may seek an award for the value of Tenant's improvements on and/or at the Premises.

**20. DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

**21. REMEDIES.** Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, including the right to terminate this Agreement.

**22. [INTENTIONALLY DELETED]**

**23. ADDITIONAL TERMINATION RIGHT.** If at any time during the Term of this Agreement, Tenant determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Landlord.

**24. PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

**25. [INTENTIONALLY DELETED]**

**26. [INTENTIONALLY DELETED]**

**27. [INTENTIONALLY DELETED]**

**28. [INTENTIONALLY DELETED]**

**29. QUIET ENJOYMENT.** So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

**30. NOTICES.** All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as

demonstrated by the receipt of delivery. Notices shall be delivered to a party at such party's address below, or to such other address that a party below may provide from time to time:

**If to Landlord:**

City of Black Hawk  
201 Selak Street  
P.O. Box 68  
Black Hawk, CO 80422  
Attn: City Clerk

**If to Tenant:**

Vertical Bridge Development, LLC  
750 Park of Commerce Drive  
Suite 200  
Boca Raton, FL 33487  
Attn: General Counsel

**If to Lender:**

Toronto Dominion (Texas) LLC  
31 West 52nd Street  
New York, NY 10019  
Attn: Admin Agent  
Fax No. 416-982-5535

**31. MISCELLANEOUS.**

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

(b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Agreement shall be governed by and construed in accordance with the laws of the state in which the leased Premises are located.

(f) This Agreement constitutes the entire Agreement and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the leased Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord or Tenant's option in the form as depicted in Exhibit 3 and Exhibit 4 attached hereto.

(i) Landlord shall keep the terms of this Agreement confidential, and shall not disclose any terms contained within this Agreement to any third party other than such terms as are set forth in the Memorandum of Option and Lease.

**[SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by a party hereto.

**WITNESSES:**

Melissa C. Greiner  
Name: Melissa A. Greiner  
Stephen Cole  
Name: STEPHEN COLE

**LANDLORD:**

**City of Black Hawk**  
a Colorado municipal corporation

By: David D. Spellman  
Name: David D. Spellman  
Title: Mayor  
Date: 1/23/19

**WITNESSES:**

Christopher Carrick  
Name: Christopher Carrick  
Rachel Williamson  
Name: Rachel Williamson

**TENANT:**

**Vertical Bridge Development, LLC**  
a Delaware limited liability company

By: Alex Gellman  
Name: ALEX GELMAN  
Title: CEO  
Date: 1/21/19



## **EXHIBIT 1**

### Legal Description of the Property (Parent Parcel)

(may be updated by Tenant upon receipt of final legal description from title)

#### **Township 3 South, Range 72 West, Sixth Principal Meridian.**

Section 18: A 25' by 25' Tower Site within NE1/4NW1/4 of said Section, said Tower Site also being wholly within Lot 2, Block 1 of the Miners Mesa Subdivision Filing NO. 4, said Subdivision having a reception number of 147815 in the records of Gilpin County, being more particularly described as follows:

Beginning at a Point which is the center of the proposed Tower as monumented by a 2.5" aluminum cap, LS # 23502 from which the North Quarter corner of said Section 18 bears North 16° 47' 59" East 1279.38 feet, said cap also bearing North 4° 35' 40" West 43.91 feet from a southerly corner of said Lot 2 as monumented by a rebar and plastic cap, thence South 45° 00' 00" East 5.0 feet to the external boundary of the proposed Tower Site, this being the Point of Beginning of the herein described Tower Site, thence the following courses around said Tower Site:

1. North 45° 00' 00" East 12.50 feet;
2. North 45° 00' 00" West 25.00 feet;
3. South 45° 00' 00" West 25.00 feet;
4. South 45° 00' 00" East 25.00 feet;
5. North 45° 00' 00" East 12.50 feet to said Point of Beginning.

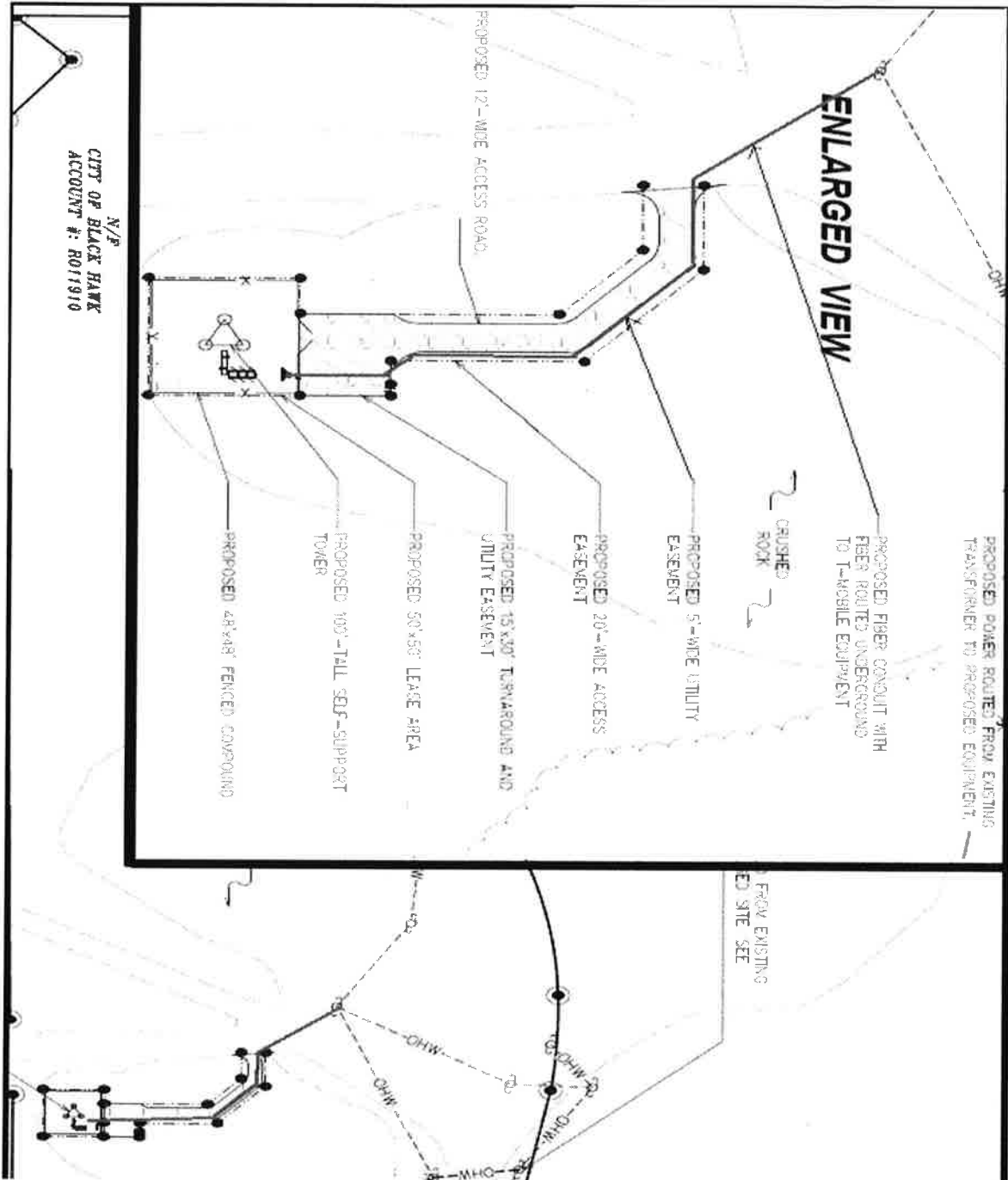
This building envelope contains 625 square feet more or less.

The basis of bearing used is Geodetic NORTH as determined through RTK GPS observation. County of Gilpin, State of Colorado

## EXHIBIT 2

### Premises

(The below may be replaced with a final survey and legal description of the Premises)



**EXHIBIT 3**

Memorandum of Option to Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

**Upon Recording Return to:**

Vertical Bridge Development, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, FL 33487  
Attn: Daniel Marinberg

**Site Name: Blackhawk**  
**Site Number: US-CO-5063**

**MEMORANDUM OF OPTION TO LEASE**

This Memorandum of Option to Lease ("**Memorandum**") evidences an Option and Lease Agreement (the "**Lease**") between City of Black Hawk, a Colorado municipal corporation (the "**Landlord**"), whose address is, 201 Selak Street, Black Hawk, CO 80422, and Vertical Bridge Development, LLC, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("**Tenant**"), dated January 23, 2019 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Pursuant to the Lease, Landlord has granted Tenant an exclusive option to lease the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of one (1) year from the Effective Date and may be renewed by Tenant for an additional one (1) year period.

Landlord ratifies, restates and confirms the Lease and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the lease by the Landlord to Tenant of the Premises for an initial term of five (5) years with seven (7) renewal option(s) of an additional five (5) years each, and further provides:

1. The Lease may be assigned only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;
3. Landlord may not subdivide the Property without Tenant's prior written consent; and

4. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES  
BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF  
OPTION TO LEASE as of the date last signed by a party hereto.

WITNESSES:

LANDLORD:

Melissa A. Greiner  
Name: Melissa A. Greiner  
Stephen Cole  
Name: Stephen Cole

City of Black Hawk  
a Colorado municipal corporation

By: David D. Spellman  
Name: David D. Spellman  
Title: Mayor  
Date: 1/23/19

STATE OF Colorado  
COUNTY OF Gilpin

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of January, 2019 by  
David D. Spellman (name of officer or agent), Mayor  
(title of officer or agent) of the City of Black Hawk, a Colorado municipal corporation, on behalf of the  
corporation.

Michele Martin  
Notary Public

Printed Name: Michele Martin

My Commission Expires:  
3/25/2019



[Tenant's Signature Page to Memorandum of Option to Lease]

WITNESSES:

TENANT:

**Vertical Bridge Development, LLC**  
a Delaware limited liability company

CR Carl  
Name: Christopher Carrick

Rachel Williamson  
Name: Rachel Williamson

By: [Signature]  
Name: Alex Gellman  
Title: CEO  
Date: 1/21/19



STATE OF FLORIDA

COUNTY OF PALM BEACH

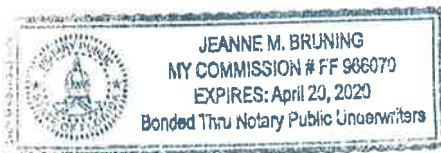
The foregoing instrument was acknowledged before me this January 21, 2019 by  
Alex Gellman (name of officer or agent), CEO  
(title of officer or agent) of Vertical Bridge Development, LLC, a Delaware limited liability company, on  
behalf of the company.

Jeanne M Bruning  
Notary Public

Printed Name: JEANNE M Bruning

My Commission Expires:

4/20/20



**EXHIBIT A**  
**(TO MEMORANDUM OF OPTION TO LEASE)**

The Property

(may be updated by Tenant upon receipt of final legal description from title)

**Township 3 South, Range 72 West, Sixth Principal Meridian.**

Section 18: A 25' by 25' Tower Site within NE1/4NW1/4 of said Section, said Tower Site also being wholly within Lot 2, Block 1 of the Miners Mesa Subdivision Filing NO. 4, said Subdivision having a reception number of 147815 in the records of Gilpin County, being more particularly described as follows:

Beginning at a Point which is the center of the proposed Tower as monumented by a 2.5" aluminum cap, LS # 23502 from which the North Quarter corner of said Section 18 bears North 16° 47' 59" East 1279.38 feet, said cap also bearing North 4° 35' 40" West 43.91 feet from a southerly corner of said Lot 2 as monumented by a rebar and plastic cap, thence South 45° 00' 00" East 5.0 feet to the external boundary of the proposed Tower Site, this being the Point of Beginning of the herein described Tower Site, thence the following courses around said Tower Site:

1. North 45° 00' 00" East 12.50 feet;
2. North 45° 00' 00" West 25.00 feet;
3. South 45° 00' 00" West 25.00 feet;
4. South 45° 00' 00" East 25.00 feet;
5. North 45° 00' 00" East 12.50 feet to said Point of Beginning.

This building envelope contains 625 square feet more or less.

The basis of bearing used is Geodetic NORTH as determined through RTK GPS observation. County of Gilpin, State of Colorado.

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

**EXHIBIT 4**

Memorandum of Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

**Upon Recording Return to:**

Vertical Bridge Development, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, FL 33487  
Attn: Daniel Marinberg

**Site Name: Blackhawk**

**Site Number: US-CO-5063**

**MEMORANDUM OF LEASE**

This Memorandum of Lease ("**Memorandum**") evidences a Lease Agreement (the "**Lease**") between City of Black Hawk, a Colorado municipal corporation (the "**Landlord**"), whose address is 201 Selak Street, Black Hawk, CO 80422, and Vertical Bridge Development, LLC, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("**Tenant**"), dated January 23, 2019 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is \_\_\_\_\_. The Lease provides for the lease by the Landlord to Tenant of the Premises for an initial term of five (5) years with seven (7) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities;
3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for wireless communications or broadcast facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);

4. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;

5. Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. The Lease may be assigned only in its entirety and only to a purchaser of the fee interest of the Property;

8. Landlord may not subdivide the Property without Tenant's prior written consent; and

9. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES  
BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

WITNESSES:

Melissa A. Greiner  
Name: Melissa A. Greiner  
Stephen Colb  
Name: STEPHEN Colb

LANDLORD:

City of Black Hawk  
a Colorado municipal corporation

By: David D. Spellman  
Name: David D. Spellman  
Title: Mayor  
Date: 1/23/19

STATE OF Colorado  
COUNTY OF Gilpin

The foregoing instrument was acknowledged before me this 23rd day of January, 2019 by David D. Spellman (name of officer or agent), Mayor (title of officer or agent) of the City of Black Hawk, a Colorado municipal corporation, on behalf of the corporation.

Michele Martin  
Notary Public

Printed Name: Michele Martin

My Commission Expires:

3/25/2019

MICHELE MARTIN  
NOTARY PUBLIC - STATE OF COLORADO  
Notary Identification #20154012152  
My Commission Expires 3/25/2019

[Tenant's Signature Page to Memorandum of Lease]

WITNESSES:

TENANT:

**Vertical Bridge Development, LLC**  
a Delaware limited liability company

CH  
Name: Christopher Carrick

Rachel Williamson  
Name: Rachel Williamson

By: [Signature]  
Name: ALEX GELMAN  
Title: CEO  
Date: 1/21/19



STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this January 21, 2019 by  
ALEX GELMAN (name of officer or agent), CEO  
(title of officer or agent) of Vertical Bridge Development, LLC, a Delaware limited liability company, on  
behalf of the company.

Jeanne M Bruning  
Notary Public

Printed Name: JEANNE M Bruning

My Commission Expires:

4/20/20



**EXHIBIT A**  
**(TO MEMORANDUM OF LEASE)**

The Property

(may be updated by Tenant upon receipt of final legal description from title)

**Township 3 South, Range 72 West, Sixth Principal Meridian.**

Section 18: A 25' by 25' Tower Site within NE1/4NW1/4 of said Section, said Tower Site also being wholly within Lot 2, Block 1 of the Miners Mesa Subdivision Filing NO. 4, said Subdivision having a reception number of 147815 in the records of Gilpin County, being more particularly described as follows:

Beginning at a Point which is the center of the proposed Tower as monumented by a 2.5" aluminum cap, LS # 23502 from which the North Quarter corner of said Section 18 bears North 16° 47' 59" East 1279.38 feet, said cap also bearing North 4° 35' 40" West 43.91 feet from a southerly corner of said Lot 2 as monumented by a rebar and plastic cap, thence South 45° 00' 00" East 5.0 feet to the external boundary of the proposed Tower Site, this being the Point of Beginning of the herein described Tower Site, thence the following courses around said Tower Site:

1. North 45° 00' 00" East 12.50 feet;
2. North 45° 00' 00" West 25.00 feet;
3. South 45° 00' 00" West 25.00 feet;
4. South 45° 00' 00" East 25.00 feet;
5. North 45° 00' 00" East 12.50 feet to said Point of Beginning.

This building envelope contains 625 square feet more or less.

The basis of bearing used is Geodetic NORTH as determined through RTK GPS observation.  
County of Gilpin, State of Colorado

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>BB&amp;T-Atlantic Risk Management</b> 5850 Waterloo Road, Suite 240 Columbia, MD 21045 410 480-4400	CONTACT NAME: <b>Jennifer Burton</b>	
	PHONE (A/C, No, Ext): <b>410 480-4400</b>	FAX (A/C, No): <b>866-549-3345</b>
	E-MAIL ADDRESS: <b>jennifer.burton@bbandt.com</b>	
INSURED <b>Vertical Bridge Holdings, LLC</b> 750 Park of Commerce Drive Suite 200 Boca Raton, FL 33487	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hanover Insurance Company	NAIC # <b>22292</b>
	INSURER B : Fireman's Fund Insurance Co.	<b>21873</b>
	INSURER C : Lloyd's of London	
	INSURER D :	
	INSURER E :	
INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X	X	RHQA33010205	06/03/2018	06/03/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	RHQA33010205	06/03/2018	06/03/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	X	UHQA33283605	06/03/2018	06/03/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	DED <input type="checkbox"/> RETENTION \$	X	X	SHX00024538464	06/03/2018	06/03/2019	Each Occ/Agg \$25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WHQA93150402	06/03/2018	06/03/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab			4504102	06/03/2018	06/03/2019	\$2M Per Wrongful Act \$2M Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*\*ADDITIONAL NAMED INSURED\*\*

AWN TOWER COMPANY  
B.A.C.K. TOWERS, LLC  
BAY COMMUNICATIONS III, LLC  
(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

Insured's Copy

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*David J. Saul*

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## DESCRIPTIONS (Continued from Page 1)

BRT GROUP, LLC  
CIG COMP TOWER, LLC  
CIG SERVICES, LLC  
CIG WIRELESS CORP.  
DATA PATH VERTICAL BRIDGE, LLC  
GOTHAM VERTICAL BRIDGE, LLC  
INDEPENDENT TOWER & WIRELESS CORP.  
INLAND-VB, LLC  
MIDWEST NT 1 LLC  
MIDWEST NT 2 LLC  
NTCH-VB, LLC  
RANGE TOWERS, INC  
ROWSTAR, LLC  
TELCOM BRIDGE, LLC  
TOWER ECONOMICS COMPANY, LLC  
VB LPE PARENT, LLC  
VB LPE, LLC  
VB MIDWEST I, LLC  
VB MIDWEST II, LLC  
VB MIDWEST III, LLC  
VBA II, LLC (DE)  
VBA II, LLC (FL)  
VBDTP, LLC  
VB-JV4, LLC  
VB-JV5, LLC  
VB-S1 ASSETS, LLC  
VB-S1 ISSUER, LLC  
VB-S1 PARENT, LLC  
VB-TC, LLC  
VERTICAL BRIDGE ACQUISITIONS III, LLC  
VERTICAL BRIDGE ACQUISITIONS, LLC  
VERTICAL BRIDGE AM II, LLC  
VERTICAL BRIDGE AM, LLC  
VERTICAL BRIDGE BAY, LLC  
VERTICAL BRIDGE BROKERAGE LLLP (FL)  
VERTICAL BRIDGE CC AM, LLC  
VERTICAL BRIDGE CC FM, LLC  
VERTICAL BRIDGE CC PARENT, LLC  
VERTICAL BRIDGE CC, LLC  
VERTICAL BRIDGE CJV, LLC  
VERTICAL BRIDGE DC, LLC  
VERTICAL BRIDGE DEVELOPMENT II, LLC  
VERTICAL BRIDGE DEVELOPMENT, LLC  
VERTICAL BRIDGE EMPLOYEES, LLC  
VERTICAL BRIDGE ENGINEERING LLC  
VERTICAL BRIDGE GRAND CANYON, LLC  
VERTICAL BRIDGE HOLDCO PARENT, LLC  
VERTICAL BRIDGE HOLDCO, LLC  
VERTICAL BRIDGE HOLDINGS, LLC  
VERTICAL BRIDGE LANDCO, LLC  
VERTICAL BRIDGE MANAGEMENT, LLC  
VERTICAL BRIDGE MIDWEST, LLC  
VERTICAL BRIDGE NT, LLC  
VERTICAL BRIDGE NTCF LLC  
VERTICAL BRIDGE PR, LLC  
VERTICAL BRIDGE REAL ESTATE II, LLC  
VERTICAL BRIDGE REAL ESTATE, LLC  
VERTICAL BRIDGE REIT, LLC

## DESCRIPTIONS (Continued from Page 1)

VERTICAL BRIDGE S3 ASSETS, LLC  
VERTICAL BRIDGE STRUCTURES, LLC  
VERTICAL BRIDGE TOWERS II, LLC  
VERTICAL BRIDGE TOWERS III, LLC  
VERTICAL BRIDGE TOWERS, LLC  
VERTICAL BRIDGE-CONTERRA TOWERS, LLC  
VERTICAL SKY I, LLC  
VERTICAL SKY II, LLC  
VERTICAL SKY III, LLC

Insurance Verification