

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated _____, by and between **DINWIDDIE COUNTY**, a political subdivision of the Commonwealth of Virginia, whose address is 14010 Boydton Plank Road, Dinwiddie, VA 23841, ("LESSOR"), and **GAMEWOOD TECHNOLOGY GROUP, INC.**, a Delaware corporation, ("LESSEE"). **WILKES TELEPHONE MEMBERSHIP CORPORATION**, a North Carolina cooperative organization joins solely as guarantor of LESSEE'S obligations herein.

WHEREAS, LESSOR and LESSEE, among other parties, entered into a certain Comprehensive Agreement for Broadband Grant Project Implementation and Broadband Network Operation, effective October 8, 2019 (the "Comprehensive Agreement"); and

WHEREAS, LESSOR is the owner of certain real property located in Dinwiddie County, Virginia designated as Tax Map 44-1B, (the "Property"); and,

WHEREAS, LESSEE desires to lease from LESSOR (i) certain space on LESSOR'S Communications Tower on the Property for the purpose of placing and operating LESSEE'S communication equipment, and (ii) if available, an area thirty inches by forty inches in shelter space (or, if unavailable, space outside the currently existing shelter) for the placement of equipment; and,

WHEREAS, at a regular meeting of the Dinwiddie Board of Supervisors held on [April 21, 2020], a resolution was duly adopted approving the leasing of a portion of the Property to include space on the Communications Tower and if available, an area thirty inches by forty inches in shelter space (or, if unavailable, space outside the currently existing shelter), together with ingress and egress and necessary utility easements for the purposes outlined herein.

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

1. LEASED PREMISES

(a) LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR certain space on LESSOR'S Communications Tower and, if available, an area thirty inches by forty inches in shelter space (or, if unavailable, space outside the currently existing shelter) ("Premises") for placing and operating LESSEE'S wireless communications antennas and other equipment required to operate a fixed wireless broadcast point from the Communications Tower ("Facilities"), all of which are more particularly described on [plans prepared by [Engineering Firm]1, dated _____,] a copy of which is attached hereto as Exhibit A and made a part hereof.

(b) All improvements constructed on the Premises shall be at LESSEE'S sole cost and expense, unless otherwise allowed for by Comprehensive Agreement and approved of in a Coverage, Phasing, and Implementation Plan approved of under the Comprehensive Agreement.

(c) No construction or modification of Facilities shall proceed until LESSEE has submitted plans to LESSOR and LESSOR has approved such plans.

1 RiverStreet is responsible for providing these plans. The plan needs to comport with public safety's use of the tower. Administrative zoning approval still also has to be obtained.

(d) LESSEE shall meet all Structural, Design, Operation and Maintenance Requirements as determined by LESSOR.

(e) LESSEE shall have the non-exclusive right to construct, maintain and operate its Facilities to provide communications services.

(f) LESSEE'S ability to use the Premises is contingent upon LESSEE, at its sole cost and expense, obtaining and maintaining all certificates, permits, licenses and other approvals required by any federal, state, or local authority for construction and use of the Facilities, including required zoning approval, which is not granted with this lease and must be obtained separately ("Approvals").

(g) LESSEE shall immediately notify LESSOR in the event that (i) any application for an Approval is denied, including all final appeals of such denial; (ii) an Approval is canceled, expires, lapses, or is otherwise terminated for any reason; or (iii) any radio frequency propagation tests are found to be unsatisfactory so that LESSEE will be unable to use the Premises for its intended purposes. In such event, this Lease shall terminate with no further obligation on either party except that each of (i) LESSEE'S obligations to LESSOR pursuant to the Comprehensive Agreement and (ii) LESSEE'S indemnity obligations and LESSEE'S obligation to remove the Facilities, if installed, from the Premises shall in all respects remain in effect.

(h) If requested in writing by Dinwiddie County Public Safety, upon installation of LESSEE'S equipment, testing will be performed in accordance with the Dinwiddie County Public Safety Testing Procedures. In order to perform further testing, LESSOR may require LESSEE to shut down its facilities during normal daylight hours to measure interference levels.

2. TERM

The term of this Lease shall be the same as set forth in Section 3 of the Comprehensive Agreement, and shall be renewed for the same time periods by which the Comprehensive Agreement is renewed if LESSOR chooses to renew the Comprehensive Agreement. Without limiting LESSOR'S rights and remedies under the Comprehensive Agreement, if LESSEE fails to broadcast a fixed wireless service to customers from the Communications Tower for any consecutive six (6) month period, this lease shall be voidable by LESSOR.

3. RENT

(a) LESSEE shall pay to LESSOR Rent for each period from October 1 to March 31 by April 30 and each period from April 1 to September 30 by October 30 in accordance with Section 8(a) of the Comprehensive Agreement.

(b) Failure by the Company to timely pay such amount shall result in a one-time ten percent (10%) late penalty and an additional one percent (1%) interest per month that the payment is late.

(c) LESSEE agrees that in consideration of the lease, in addition to the rent paid hereunder, LESSEE will not charge or attempt to collect from the criminal investigatory agencies fees associated with subpoenas duces tecum issued to LESSEE as part of a criminal investigation or subsequent prosecution.

(d) Taxes. Beginning on the Commencement Date of this Lease, LESSEE shall be responsible for the reporting and payment when due of any property tax directly related to LESSEE'S ownership or operation of the Facilities, and such reporting and payments shall be made directly to the appropriate taxing authorities.

4. REMOVAL/RELOCATION OF FACILITIES

(a) LESSOR reserves the right to require LESSEE to remove or change the location of

LESSEE'S Facilities on the Communications Tower to accommodate the communications equipment of LESSOR. LESSEE shall relocate the Facilities within ninety (90) days of receipt of written notice by LESSOR, or remove the Facilities within one hundred eighty (180) days of receipt of written notice by LESSOR, as the case may be; provided, however, if the relocated space is unacceptable to LESSEE, LESSEE shall have the right to terminate this Lease immediately upon written notice to LESSOR. Upon such termination, the parties to this Lease shall be released from all duties, obligations, liabilities and responsibilities hereunder except for any indemnity obligations, including without limitation, environmental indemnity, tax obligations, and LESSEE'S obligation to remove the Facilities from the Premises; provided, however, that each party shall continue to be bound by its obligations under the Comprehensive Agreement.

(b) In the event that LESSOR may require maintenance or painting work to be performed on LESSOR'S Communications Tower which requires the temporary relocation of LESSEE'S Facilities (the "Relocation"), LESSEE hereby agrees to the Relocation, provided LESSOR provides LESSEE with six (6) months prior written notice of the Relocation. LESSEE shall obtain all necessary federal, state or local permits or approvals for such Relocation and shall temporarily remove the Facilities to another location on the Property mutually agreeable to both parties, provided that LESSOR shall coordinate the Relocation so as to minimize any interference with LESSEE'S operations. If the Relocation could cause LESSEE'S Facilities to become non-operational for an extended period of time, LESSEE shall have the option, subject to necessary zoning approvals, of placing a Cell-On-Wheels ("COW") at a location on the Property mutually agreeable to both parties, so that LESSEE may operate the Facilities for the continuation of its services during any periods of maintenance or painting. All costs and expenses associated with the Relocation shall be the sole responsibility of LESSEE.

(c) LESSOR reserves the right to upgrade or improve its communication equipment (including the installation of new equipment) (the "Upgrade"), installed upon LESSOR'S Communications Tower. LESSOR shall avoid interfering with LESSEE'S operation to the extent practicable. In the event LESSEE'S equipment or operations cause interference with LESSOR'S equipment, authorized frequency spectrum and/or signal strength, LESSOR reserves the right, within ninety (90) days after written notice to LESSEE, to require LESSEE to change the location of LESSEE'S Facilities on LESSOR'S Property or within one hundred eighty (180) days after written notice to LESSEE to require LESSEE to remove facilities from LESSOR'S Property, as the case may be. LESSEE shall, at LESSEE'S expense, relocate the Facilities within the ninety (90) days after notice by LESSOR or LESSEE shall remove the facilities within the one hundred eighty (180) days after notice provided by LESSOR, as the case may be. If the relocated space is unacceptable to LESSEE or if LESSEE is required to remove its Facilities, LESSEE shall have the right to terminate this Lease immediately upon written notice to LESSOR. Upon such termination, the parties to the Lease shall be released from all duties, obligations, liabilities and responsibilities hereunder except for any indemnity obligations, including without limitation, environmental indemnity, tax obligations, and LESSEE'S obligations to remove the Facilities from the Premises; provided, however, that each party shall continue to be bound by its obligations under the Comprehensive Agreement.

5. IMPROVEMENTS

All installations, modifications or relocation of Facilities shall be subject to LESSOR'S approval, which may only be provided expressly and in writing by the County Administrator. LESSEE shall submit to LESSOR with each request for such approval, detailed plans and a complete

structural analysis, prepared by the manufacturer or an engineering firm approved by LESSOR, showing any and all installations, modifications or relocation of any Facilities. The structural analysis shall also include information demonstrating continued compliance with the manufacturer's warranty requirements, current EIA/TIA standards, other legal requirements for the changes, or any other information reasonably requested by LESSOR. If, in the sole opinion of LESSOR, an independent review of the structural analysis provided by LESSEE is required, LESSEE shall reimburse LESSOR for the cost of such review. Following installation, modification, or relocation, LESSEE shall provide to LESSOR, at LESSEE'S expense, as-built construction drawings documenting all of LESSEE'S installed Facilities on the Premises.

6. ACCESS AND UTILITIES

(a) LESSOR hereby grants to LESSEE access, the exact manner of which must be approved by the LESSOR pursuant to Section 6(c), for the term hereof for ingress and egress to construct, install, maintain, modify, replace, operate and service the Facilities, and, subject to separate and future approval by the County, to bring utilities across the Premises in order to service the Facilities; provided, however, that while the Communications Tower and associated shelter house public safety equipment, LESSEE may only access the Premises between 8:30 a.m. and 5:00 p.m., Monday through Friday, holidays excluded, upon two weeks prior notice to the director of Information Technology of LESSOR; provided, however, that the LESSOR'S Director of Information Technology may allow for exceptions to this requirement, and shall in all cases make reasonable attempts to accommodate requests of LESSEE. LESSEE shall pay all costs and charges for utilities and services necessary to install, maintain and operate the Facilities. A separate electric meter will be installed for LESSEE'S use at LESSEE'S expense. LESSEE shall obtain and pay the cost of fiber and telephone connections. Subject to Section 6(c) and future approval by the County, LESSEE shall obtain future approval of the County in LESSEE'S efforts to obtain utility services to serve LESSEE'S Facilities, including signing easement agreements with utility companies to provide service to the Facilities. After the Communications Tower ceases to be used for public safety purposes, and for so long as such cessation of use for public safety use continues, LESSEE shall have access to the Premises 24 hours a day and seven days a week; provided, that (i) LESSEE shall notify LESSOR at least two (2) hours prior to accessing the Premises during normal work hours, and at least twenty-four (24) hours in advance for access on weekends, nights and holidays, (ii) LESSEE shall have immediate access to the Premises in case of emergency and shall notify LESSOR thereof as soon as practicable, and (iii) LESSEE shall be responsible for paying from its own funds and not any funds available to the LESSEE pursuant to the Comprehensive Agreement any additional costs required to make such site available for access 24 hours a day, seven days a week.

(b) LESSOR shall have access to the Facilities twenty-four (24) hours a day, seven (7) days a week, for reasonable routine inspections and emergency purposes.

Both LESSOR and LESSEE shall provide to the other the names and phone numbers of their authorized employees for access and notifications as provided for in this Section 6.

(c) Notwithstanding any other provision of this Lease, the access granted pursuant to this Section shall be through the most convenient and least restrictive means possible for the LESSOR and may be limited to such routes as are chosen by LESSOR in its sole discretion.

(d) Prior to locating any utility lines, express written permission must be obtained from the County Administrator. LESSEE is advised that the Property was previously operated as a landfill, and LESSEE shall not disturb any aspect of the landfill, and agrees to indemnify and hold harmless LESSOR from any results of such disturbance should it do so.

7. LESSEE'S COVENANTS

LESSEE covenants that, during the Initial Term and any Renewal Terms, the Facilities, and all installation, operation and maintenance associated therewith, shall:

(a) In no way damage LESSOR'S or other lessees' property, or any other structure or accessories thereto. If damage occurs due to LESSEE'S use as permitted in this Lease, then LESSEE shall be liable for repair or reimbursement of cost for said repair.

(b) Not interfere with the operation of LESSOR'S Communications Tower or existing lessee's authorized frequency spectrum, signal strength or equipment installed on the Communications Tower as of the Commencement Date of this Lease. In the event there is interference, LESSEE shall, at its sole cost and expense, immediately take all steps necessary to eliminate the interference, including, if required, cutting off power to the objectionable Facilities. If LESSEE cannot eliminate the interference, LESSEE will remove the objectionable Facilities. In the event LESSOR leases space to other subsequent providers after the Commencement Date, then upon the initial installation of the facilities of such other subsequent providers, LESSEE shall not modify its Facilities in such a manner as to cause interference with the facilities as first installed by such other subsequent providers.

In the event any equipment of LESSEE causes interference with radio frequency communications for sheriff, fire or other emergency services, whether or not such emergency communications or the related equipment exists on the date of this Lease, LESSEE shall immediately take all steps necessary to eliminate the interference or shall cease those operations causing the interference until the source of such interference is removed. If LESSEE does not immediately take steps to eliminate the interference. LESSOR shall have the right to shut off power to LESSEE'S Facilities. LESSEE shall be required to provide a UL approved disconnect switch, under LESSOR'S control, on the line side of the meter for such purpose.

(c) Not interfere with the maintenance of LESSOR'S or other lessees' facilities.

(d) Keep the Facilities in a state of repair reasonably acceptable to LESSOR.

(e) Identify the Facilities with metal tags fastened securely to the bracket on each piece and to each transmission line.

(f) Comply with all applicable rules and regulations of the Federal Communications Commission ("FCC"), EPA, and all federal, state and local laws governing use of the Premises and Facilities.

(g) Comply with all applicable laws and ordinances regarding mechanic's liens and promptly discharge or bond any lien for labor or material within fifteen (15) days of filing.

(h) Upon either (1) the completion of the initial installation of the Facilities on the Premises; or (2) within thirty (30) days of the completion of the relocation of the Facilities or installation of additional Facilities on the Premises; but in any event no later than December 1 of each year throughout the Initial Term or any Renewal Term of this Lease, provide LESSOR with all applicable information for completed documents required to be filed with the Environmental Protection Agency ("EPA"), FCC and state and local authorities as required by applicable law. Further, within thirty (30) days of LESSEE'S receipt of a written request from LESSOR, LESSEE will provide LESSOR with any other required documents relating to the Facilities located on the Premises which LESSOR may be required to file with the FCC, EPA or any other governmental agencies. LESSEE agrees to indemnify and hold LESSOR harmless from any liabilities resulting from any inaccuracies in such documentation delivered by LESSEE to LESSOR or from LESSEE'S failure to provide LESSOR with such documentation in accordance with the provisions of this Section.

(i) Upon expiration of this Lease, remove all of its Facilities from the Premises and restore the Premises to its condition as of the Commencement Date of this Lease, except for normal wear and tear and damage from the elements. In the event LESSEE has not removed the Facilities at the time of expiration or earlier termination of this Lease, LESSEE shall pay Rent on the existing monthly pro-rata basis until such time as the removal of the Facilities are completed. In the event LESSEE does not remove its Facilities within thirty (30) days of the time of expiration or earlier termination of this Lease, LESSOR shall have the right to remove and store the Facilities, at LESSEE'S sole expense, and LESSEE shall reimburse LESSOR for such expenses upon demand. If LESSOR removes the Facilities, LESSOR shall not be responsible for any damage to the Facilities during the removal and storage thereof.

(j) LESSEE may use a generator, provided, however, that no generator shall be used at any time when electricity is available at the site and (ii) no such generator shall be stored in the shelter at the premises.

(k) Upon a minimum of 24 hours advance notice, coordinate the removal of power to LESSEE'S Facilities to allow LESSOR access to LESSOR'S facilities, except in cases requiring immediate repair of public safety equipment.

(l) Maximum Permissible Exposure: LESSEE shall limit the antenna power output on the Communications Tower ("RF Emissions") in accordance with the latest guidelines and restrictions imposed by the FCC for Maximum Permissible Exposure ("MPE") levels. LESSOR requires an engineering evaluation or other power density study to be performed immediately after installation of any antennas or equipment on the Communications Tower and annually thereafter to confirm that RF Emissions comply with MPE limits. The cost of verification of compliance shall be borne by the LESSEE. If said study indicates that RF Emissions at it's Facilities do not comply with MPE limits, then LESSEE shall immediately take any steps necessary to ensure that they comply with such limits or shall, upon demand of LESSOR, cease operations until mitigating measures can be implemented to comply with the FCC MPE limitations. If new, more restrictive standards are adopted by the FCC during the term of the Lease, the Facilities shall be made to comply, or continued operations may be restricted or prohibited by the LESSOR. Further, LESSEE represents and warrants to LESSOR that at all times during the term of this Lease, the Facilities shall conform to the requirements of this Paragraph 7 (l).

(m) Without limiting other rights available to LESSOR under this Lease or otherwise, in the event that LESSEE or its contractors or subcontractors or any employees or agents of the LESSEE or its contractors or subcontractors in any way damage, harm, or otherwise disrupt the LESSOR'S property, including, but not limited to, the public safety equipment at the Communications Tower or shelter, the LESSEE shall be liable to LESSOR for the LESSOR'S damages, including, but not limited to, the complete cost of repairing, restoring, and replacing LESSOR'S property, including, but not limited to, any premiums that have to be paid to perform such repair on an emergency basis or other costs incurred by the County in immediately repairing, restoring, or replacing the public safety equipment to at least its original functionality, durability, and redundancy. LESSEE understands and agrees that LESSEE shall have no right to cure any damages to the LESSOR outlined in this Section 7(m), and that LESSOR may hire other contractors to correct any such damage. LESSEE is presumed to be an expert in matters related to installation of electronics and is owed no explanations or warnings of how to prevent damage to the LESSOR'S property, including the public safety equipment.

8. LESSOR'S COVENANTS

LESSOR covenants that during the Initial Term or any Renewal Terms of this Lease it will:

(a) Except as otherwise set forth in the Lease, take no unnecessary action which would adversely affect the LESSEE'S proposed use of the Premises.

(b) Upon LESSEE'S (i) compliance in all respects with the Comprehensive Agreement and (ii) payment of Rent and performance of its covenants, ensure LESSEE'S quiet use and enjoyment of the Premises.

(c) LESSOR shall include in any subsequent lease agreement provisions that prohibit any lessee installing equipment on the Communications Tower after the installation of the LESSEE'S Facilities on the Communications Tower ("Subsequent Lessee") from interfering with the operation of LESSEE'S equipment, authorized frequency spectrum, signal strength or Facilities.

(d) Provide a minimum of one (1) year's prior written notice of termination of this Lease to LESSEE in the event LESSOR retires the Communications Tower and removes it from the Property.

Upon receipt of said notice, LESSEE shall comply with the provisions of subparagraph 7(i) above regarding removal of the Facilities.

9. COMPLIANCE WITH LAWS

LESSEE shall be responsible for constructing and maintaining the Facilities in compliance with all marking and lighting requirements which may be required by the Federal Aviation Administration ("FAA"), the FCC and any other governmental entity, department or agency.

10. ASSIGNMENT OR SUBLETTING: NO LIENS

(a) LESSEE shall not assign, convey, sublet or transfer its interest in this Lease without first obtaining LESSOR'S prior written approval, which may be denied in LESSOR'S sole discretion.

(b) LESSEE shall keep the Property, the Premises and the Facilities free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of LESSEE. All persons or entities either contracting with LESSEE or furnishing or rendering labor and materials to LESSEE shall be notified in writing by LESSEE that they must look only to LESSEE for payment for any labor or materials. If any lien is filed against LESSOR'S property, the Premises or the Facilities as a result of any acts or omissions of LESSEE, its employees, agents or contractors, LESSEE shall have it released with fifteen (15) days after LESSEE learns that the lien has been filed.

11. INSURANCE; BONDING; RISK OF LOSS

(a) Insurance. Prior to installation of the Facilities and having access to the Premises and at all times during the term of this Lease, LESSEE shall provide proof of insurance, which shall include the insurance outlined in Section 22(a) of the Comprehensive Agreement, satisfactory to LESSOR, and maintain the coverages specified below during the term hereof and until the later of (x) the expiration of the Comprehensive Agreement and (y) the date upon which all Facilities are removed from the Premises following expiration or earlier termination of this lease.

(b) Additional Insured. LESSOR shall be named as additional insured on the insurance policy described in Section 11(a). No policy may be cancelable or subject to reduction of coverage, except for nonpayment of premiums, and LESSOR shall be given at least five (5) days notice after such occurs but before cancellation may occur.

(c) Third Parties. LESSEE shall require its contractors and subcontractors to carry workers' compensation insurance and adequate liability insurance in conformity with the minimum requirements listed above.

(d) Bonding. LESSEE shall provide surety to LESSOR as set forth in Section 22(b)(ii) of the Comprehensive Agreement prior to installation of the Facilities on the Premises.

(e) Risk of Loss; Limitation of Liability. Notwithstanding anything herein to the contrary, LESSEE shall bear the risk of loss of or damage to Facilities during installation and the term of this Lease. Notwithstanding anything herein to the contrary, LESSOR shall not be liable for any consequential or incidental damages incurred by LESSEE due to any malfunction, vandalism, acts of God (including, without limitation, lightning, wind, rain, hail, fire or storms) or any other damage resulting from any reason. In the event the Communications Tower or other portions of the Premises are destroyed or so damaged as to be unusable, either party shall be entitled to elect to cancel and terminate this Lease, or in the alternative, LESSOR may elect to restore the Premises, in which case the LESSEE shall be entitled to an abatement of Rent during the loss of use, if the LESSEE has not elected to cancel this Lease. In no event shall LESSOR be responsible to any party for lost profits or market share.

(f) Removal of Facilities. LESSEE'S obligation to provide the insurance coverages set forth in this Section 11 shall survive the expiration or earlier termination of this Lease but only until the later of (i) the date that the Comprehensive Agreement expires and (ii) the date the LESSEE'S Facilities are removed from LESSOR'S Property and the Property is restored to its condition as of the Commencement Date of the Lease, normal wear and tear excepted.

(g) Insurance Increases. LESSEE shall pay the cost of any increase to LESSOR'S liability insurance currently in place as of the Commencement Date of this Lease provided that the increase to LESSOR'S policy is a direct result of the installation of the Facilities on the Property.

12. INDEMNIFICATION

LESSEE does hereby agree to indemnify and save LESSOR harmless from any third party claims, demands, or causes of action for property damage or personal injuries or death caused by LESSEE, LESSEE'S agents, employees, contractors and customers, arising out of LESSEE'S occupancy of the Premises, or the installation, maintenance, operation and removal of the Facilities. The obligation of LESSEE to indemnify and hold LESSOR harmless shall survive the expiration or earlier termination of this Lease.

13. GUARANTEE

In order to induce LESSOR to execute this Lease, Wilkes Telephone Membership Corporation, as GURANTOR, irrevocably agrees to guarantee the obligations of LESSEE pursuant to this Lease.

14. DEFAULT

Each of the following shall be considered a default by the LESSEE:

(a) The failure to pay any Rent required hereunder within fifteen (15) days after receipt of LESSOR'S written notice of such failure; and

(b) The failure to cure, within thirty (30) days after receipt of LESSOR'S written notice of the breach of any term herein, except for promises relating to interference as set forth in Section 7(b) above; which must be cured immediately.

Upon default by LESSEE under this Lease, in addition to all other remedies provided at law or in equity, LESSOR may, at its option:

(a) Elect to remove all of the Facilities, without notice and without being guilty or liable in any manner for trespass or other offense, thereby terminating this Lease, and store the Facilities at

LESSEE'S expense, payable upon demand by LESSOR; or,

(b) Elect to treat this Lease in full force and effect and shall be entitled to collect the Rent provided for hereunder.

15. ENTIRETY

Together with the Comprehensive Agreement and documents contemplated or referenced by the Comprehensive Agreement, this writing constitutes the entire agreement and understanding between LESSOR and LESSEE related to the Communications Tower and any modification hereof must, in order to be effective, be in writing, signed by authorized representatives of each party.

16. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right under this Lease preclude any other or further exercise thereof or the exercise of any other right.

17. BINDING EFFECT

This Lease shall inure to the benefit of and bind the parties hereto and their heirs, personal representatives, successors, permitted assigns and successors in interest.

18. GOVERNING LAW

This Lease and performance hereunder shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia. A dispute arising under this Lease which cannot be resolved in a non-judicial proceeding must be resolved as provided for in Section 39 of the Comprehensive Agreement.

19. NOTICE

All notice due hereunder shall be deemed validly given if sent by certified mail, return receipt requested, or with a nationally recognized courier which provides notice of receipt, postage fully prepaid, addressed as follows, or to such other addresses as may be given from time to time from either party in writing to the other:

Lessor: Attn: County Administrator
 Dinwiddie County
 14010 Boydton Plank Road
 Dinwiddie, VA 23841

With a Copy to:
County Attorney
Dinwiddie County
14010 Boydton Plank Road
Dinwiddie, VA 23841

Lessee: Gamewood Technology Group, Inc., D/B/A RiverStreet
 Networks
 Wireless Operations
 1400 River Street

Wilkesboro, NC 28697

Guarantor: Wilkes Telephone Membership Corporation
1400 River Street
Wilkesboro, NC 28697

20. HEADINGS

Section headings in this Lease are included for the convenience of reference only and shall not constitute a part of this Lease for any other purpose.

21. MEMORANDUM OF LEASE

At the request of LESSEE, LESSOR hereby agrees to execute a Memorandum of Lease, in form satisfactory to the LESSOR'S attorney, and such Memorandum of Lease may be filed of record by the LESSEE, at LESSEE'S sole cost, including taxes or assessments incurred in connection therewith. The parties understand and agree that this Lease shall not be recorded.

22. AUTHORITY

LESSEE hereby represents and warrants to LESSOR that all necessary corporate authorizations required for execution and performance of this Lease have been given and that the undersigned officer is duly authorized to execute this Lease and bind LESSEE.

23. SEVERABILITY

If any term, covenant, condition or provision of this Lease or any application hereof shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

24. COMPREHENSIVE AGREEMENT

_____ In the event of a conflict between this lease and the Comprehensive Agreement, the Comprehensive Agreement shall govern, unless this Lease imposes stricter requirements upon LESSEE than the Comprehensive Agreement.

Witness the following signatures and seals:

LESSOR:
DINWIDDIE COUNTY

W. KEVIN MASSENGILL
COUNTY ADMINSTRATOR

State of Virginia,
County of Dinwiddie, to-wit:

I, _____, a Notary Public in and for the City/County and State aforesaid, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid KEVIN MASSENGILL, DINWIDDIE COUNTY ADMINISTRATOR , whose names are signed to the foregoing writing and acknowledged the same before me.

Given under my hand this _____ day of _____, 2020.

My commission expires: _____ .

Registration Number: _____ .

NOTARY PUBLIC

LESSEE:
GAMEWOOD TECHNOLOGY GROUP, INC.

By: _____
Name: _____
Title: _____

State of _____,
City/County of _____, to-wit:

I, _____, a Notary Public in and for the City/County and State aforesaid, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid _____, who is a duly authorized officer of GAMEWOOD TECHNOLOGY GROUP, INC., and whose name is signed to the foregoing writing and acknowledged the same before me.

Given under my hand _____ 20 _____.
My commission expires: _____ .

NOTARY PUBLIC

GURANTOR:
WILKES TELEPHONE MEMBERSHIP CORPORATION

By: _____
Name: _____
Title: _____

State of _____,
City/County of _____, to-wit:

I, _____, a Notary Public in and for the City/County and State aforesaid, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid _____, who is a duly authorized officer of WILKES TELEPHONE MEMBERSHIP CORPORATION, and whose name is signed to the foregoing writing and acknowledged the same before me.

Given under my hand _____ 20 _____.
My commission expires: _____.

NOTARY PUBLIC

Exhibit A - Leased Premises

(Gamewood needs to provide drawings of the Facilities that Gamewood is to install.)