

**OPTION AND LAND LEASE AGREEMENT FOR TELECOMMUNICATIONS PURPOSES  
RFP 17-066**

This Option and Land Lease Agreement (“Agreement”), made this \_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”) between **Fort Bend County**, a body corporate and politic under the laws of the State of Texas, by and through its Commissioners Court, whose address 301 Jackson Street, Richmond, Texas 77469, hereinafter designated LESSOR and **Vertical Bridge Development, LLC**, a Delaware limited liability company, hereinafter designated LESSEE, whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487. The LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

WHEREAS, the LESSOR is the owner of certain real property, located in Mission Glen, Section One (1), Replat, a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded under Slide Numbers 574/A & B of the Map or Plat Records of Fort Bend County, Texas, (hereinafter referred to as the “Property;”) and

WHEREAS, LESSEE desires to lease from LESSOR, a certain portion of the Property measuring approximately 50’ x 50’ (approximately 2,500 square feet), as depicted on Exhibit “A” attached hereto and incorporated herein for all purposes, for the establishment of a telecommunications structure and facility, (hereinafter referred to as the “Premises;”) and

WHEREAS, LESSOR represents that such lease of County property is authorized pursuant to RFP 17-066.

NOW THEREFORE, in consideration of the terms, conditions and rentals herein set forth, LESSOR and LESSEE agree to the following:

1. OPTION TO LEASE.

a. LESSOR hereby grants to LESSEE 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, LESSEE 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 LESSEE’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 “Governmental Approvals”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that are deemed reasonably necessary, as generally recognized within the telecommunications industry, to determine the physical condition of the Property, the environmental history of the Property, LESSOR’S title to the Property and the feasibility or suitability of the Property for LESSEE’S Permitted Use, all at LESSEE’S expense. LESSEE 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 LESSEE excepted. In addition, LESSEE shall indemnify, defend and hold harmless

LESSOR from and against any and all injury, loss, damage or claims arising directly out of LESSEE'S Tests.

c. In consideration of LESSOR granting LESSEE the Option Period, LESSEE agrees to pay LESSOR the sum of Fifteen Hundred Dollars (\$1,500.00) within thirty (30) calendar 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 LESSEE for an additional one (1) year upon written notification to LESSOR and the payment of an additional One Thousand Dollars (\$1,000.00) no later than ten (10) calendar days prior to the expiration date of the Initial Option Period.

d. During the Initial Option Period and any extension thereof, LESSEE may commence the Initial Term of this Agreement by notifying LESSOR in writing. If LESSEE commences the Initial Term, then LESSOR leases the Premises to the LESSEE subject to the terms and conditions of this Agreement. If LESSEE does not commence the 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 under this Agreement.

## 2. TERM.

a. The Agreement shall commence on the first day of the month in which LESSEE begins construction if such construction commences on or before the 15<sup>th</sup> day of the month, or the first day of the month after LESSEE commences construction if such construction commences after the 15<sup>th</sup> day of the month (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. LESSEE shall have the option to extend the Term of this Agreement for nine (9) successive terms of five (5) years each (each a "Renewal Term"). Each Renewal Term shall commence automatically, unless LESSEE delivers notice to LESSOR 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. LESSEE shall pay rent to LESSOR beginning at Commencement Date a one-time payment of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) ("Rent"), at 301 Jackson Street, Richmond, Texas 77469. The initial Rent payment will be forwarded by LESSEE to LESSOR within thirty (30) days from Commencement Date. LESSEE shall pay rent in the amount of Seven Hundred and Fifty Dollars (\$750.00) per month for the first Renewal Term with an increase of seven and one-half percent (7.5%) for monthly rent for each subsequent Renewal Term.

## 4. TAXES.

a. LESSEE shall pay annually any personal property, real estate taxes, assessments, or charges owed on the Premises which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the

LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE respectively at the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

b. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE

5. USE; COMMUNICATIONS EQUIPMENT.

a. LESSOR hereby grants permission to LESSEE to construct such improvements and to operate such equipment reasonably required by LESSEE for use of the Premises as a telecommunications facility, including but not limited to the following equipment, and to engage in the following activities on or about the Premises (i) construction of a facility for the operation of radio and microwave communications on real property consisting of a telecommunications structure and building(s)/equipment pads for communications equipment, including a generator(s), necessary to operate such structure, which structure and building may be enclosed by a wooden fence; (ii) installation of flexible coaxial transmission lines between antennae and telecommunications equipment, (iii) installation of radio communications equipment consisting of transmitters, receivers and accessories to be installed at the base of the telecommunications structure, (iv) construction of a wooden fence to enclose all improvements, including the telecommunications structure, building(s) and all equipment; and (v) construction and installation of any and all equipment, supplies or materials related to the foregoing.

b. The telecommunications structure and all of LESSEE's equipment, buildings, fences, panels, generators, cables, wires, antennae, microwave dishes, accessories and anything listed in (i) through (v) above shall hereinafter be collectively referred to as "Communications Equipment" or "Communications Center", as appropriate.

c. LESSEE shall have the right to replace, repair, add or otherwise modify its Communications Equipment, including but not limited to its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term.

6. ACCESS AND UTILITIES. At all times during the Term of this Agreement, LESSEE, and its guests, agents, customers, lessees, sub-lessees and assigns shall have the right to use, and shall have free access to, the Premises seven (7) days a week, twenty-four (24) hours a day. LESSOR for itself, its successors and assigns, hereby grants and conveys to LESSEE, its customers,

employees, agents, invitees, sub-lessees, sub-licensee's, successors and assigns a non-exclusive easement (i) for ingress and egress, (ii) for the construction, installation, maintenance, and operation of overhead and underground electric and other utility facilities (including wires, poles, guys, 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. LESSOR agrees to cooperate with LESSEE'S efforts to obtain such utilities and services. If there are utilities already existing on the Premises which serve the Premises, LESSEE may utilize such utilities and services. The rights granted to LESSEE 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 LESSEE'S safe and efficient use and enjoyment of the easements for the purposes described above.

7. REMOVAL OF PROPERTY. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable state law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay a pro-rata portion of the initial rent on a monthly basis, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

8. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

9. COVENANTS, WARRANTIES AND REPRESENTATIONS.

a. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

b. LESSOR 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. LESSOR shall cooperate with LESSEE in any effort by LESSEE to obtain certificates, permits, licenses or other approvals that may be required by any governmental authorities.

10. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 7 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 7 and this Paragraph 10, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 7 shall equal to the pro-rata portion of the initial rent.

11. INDEMNIFICATION. LESSEE shall indemnify and hold harmless LESSOR from and against any and all claims, suits, causes of action and damages of any kind or nature, arising from, or relating to LESSEE'S use of the Premises unless such claim or damage is the result of the act, omission or negligence of LESSOR. In no event will either party hereto be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental or consequential damages to the fullest extent such may be disclaimed by law.

12. WAIVERS.

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

b. EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF DIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

13. INSURANCE.

a. LESSEE shall obtain and maintain throughout the term of this Agreement, a certificate of insurance indicating coverage in the amounts stated below. All policies shall be underwritten by insurance companies maintaining A.M. Best's ratings of A-VII or higher on insurance of the following types and minimum limits:

(i) Worker's Compensation insurance in accordance with the laws of the State of Texas. Substitute policies other than Workers' Compensation Insurance will not be allowed.

(ii) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

(iii) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(iv) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

(v) LESSEE is responsible to maintain fire and extended coverage insurance on all personal property belonging to LESSEE located on the Premises.

b. LESSOR and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Employer's Liability.

c. LESSEE shall deliver to LESSOR, prior to the Commencement date, certificates or affidavits of such insurance. LESSEE shall deliver to LESSOR certificates of renewal at least ten (10) calendar days after the expiration date of each such policy and copies of new policies at least ten (10) calendar days after terminating any such policies.

d. LESSEE and LESSOR hereby waive all claims, rights of recovery and causes of action that either party or any party claiming by, through or under such party may now or hereafter have by subrogation or otherwise against the other party for any loss or damage that may occur to the Premises, LESSEE's improvements or any of the contents of any of the foregoing by reason of fire or other casualty, or by reason of any other cause except gross negligence or willful misconduct (thus including simple negligence of the parties hereto or agents, employees or contractors), that could have been insured against under the terms of (1) in the case of LESSOR, the standard fire and extended coverage insurance policies available in Texas at the time of the casualty and (2) in the case of LESSEE, the fire and extended coverage insurance policy required to be obtained and maintained under 13 (a); provided however, that the waiver set forth in this 13 (d) shall (i) be ineffective against any insurer of LESSOR or LESSEE to the extent that the waiver is prohibited by the laws or insurance regulations of Texas or would invalidate any insurance coverage of LESSOR or LESSEE and (ii) not apply to any deductibles on insurance policies carried by LESSOR or to any coinsurance penalty which LESSOR might sustain. LESSOR and LESSEE hereby agree to cause (if available) an endorsement to be issued to their respective insurance policies recognizing this waiver of subrogation.

14. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other licensed wireless communications providers of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long

as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants, occupants, or users of the Property who currently have or in the future take possession of, all or a part of, the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

15. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

16. SECURITY. The Parties recognize and agree that LESSEE shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, LESSEE may elect, at its expense, to construct such enclosures and/or fences as LESSEE determines to be necessary upon obtaining the written consent of LESSOR, which will not be unreasonably withheld or delayed, to secure its improvements. LESSEE may also undertake other appropriate means to restrict access to its Communications Equipment, upon obtaining the written consent of LESSOR, which will not be unreasonably withheld or delayed.

17. FORCE MAJEURE. The time for performance by LESSOR and LESSEE 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 LESSOR or LESSEE, as the case may be.

18. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment,

conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority to the extent the LESSOR is reimbursed for said damages by the condemning authority.

19. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time period provided in this Paragraph.

20. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If either Party so performs any of the defaulting Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting Party shall immediately be owed by the defaulting Party, and the defaulting Party shall pay upon demand the full undisputed amount thereof with interest

thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws.

21. ADDITIONAL TERMINATION RIGHT. If at any time after expiration of the one (1) year anniversary of the Commencement Date, LESSEE determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for LESSEE'S intended use and/or purposes, LESSEE shall have the right to terminate this Agreement upon sixty (60) days prior written notice to LESSOR.

22. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Fort Bend County  
ATTN: County Judge  
401 Jackson St., First Floor  
Richmond, Texas 77469

Copy to: Facilities Management & Planning  
Attention: Director  
301 Jackson Street  
Richmond, Texas 77469

LESSEE: Vertical Bridge Development, LLC  
Attention: General Counsel  
750 Park of Commerce Drive, Suite 200  
Boca Raton, Florida 33487

24. MISCELLANEOUS.

a. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

b. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement.

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

d. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

e. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Texas.

f. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties.

g. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

h. LESSOR agrees to execute a Memorandum of this Agreement, if requested by LESSEE, which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

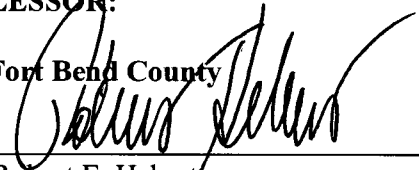
[SIGNATURES TO FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

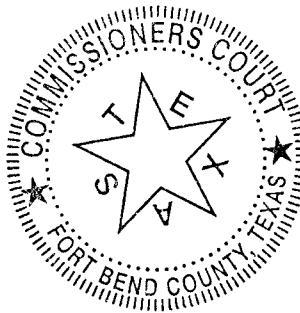
**Fort Bend County**

By:   
Name: Robert E. Hebert  
Title: County Judge

Date: 9-5-2017

**ATTEST:**

  
Laura Richard, County Clerk



**APPROVED:**

  
James Knight, Director  
County Facilities Management & Planning

**LESSEE:**

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


By:   
Name: Alex Gollman  
Title: C.E.O.  
Date: 7/17/17



Exhibit "A"

(Description of Premises within Property)

A portion of the following parent parcel:

~~LEGAL DESCRIPTION~~

~~BEING A TRACT OF LAND CONTAINING 4.1859 ACRES (182,340 SQUARE FEET), MORE OR LESS, BEING ALL OF UNRESTRICTED RESERVE "C" (RESERVE "C"), A REPLAT OF MISSION GLEN SECTION ONE, AN ADDITION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN SLIDE NO. 574/A, OF THE MAP RECORDS OF FORT BEND COUNTY, TEXAS, AND BEING SITUATED IN THE I.&G.N.R.R. COMPANY SURVEY NO. 4, A-361, FORT BEND COUNTY, TEXAS; SAID 4.1859 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:~~

~~BEGINNING AT A 5/8 INCH IRON ROD FOUND IN THE EAST RIGHT-OF-WAY (ROW) LINE OF ADDICKS CLODINE ROAD (100 FEET WIDE), BEING THE SOUTHWEST CORNER OF SAID RESERVE "C" AND THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHWEST CORNER OF UNRESTRICTED RESERVE "B" (RESERVE "B"), OF SAID REPLAT OF MISSION GLEN SECTION ONE;~~

~~THENCE, ALONG SAID EAST ROW LINE OF ADDICKS CLODINE ROAD, IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2050.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 14 DEGREES 13 MINUTES 27 SECONDS A LENGTH OF 508.93 FEET AND A CHORD BEARING NORTH 12 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 307.62 FEET TO A 5/8 INCH IRON ROD SET FOR THE BEGINNING OF A CURVE TO THE RIGHT;~~

~~THENCE, IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 88 DEGREES 28 MINUTES 10 SECONDS, A LENGTH OF 36.80 FEET AND A CHORD BEARING OF NORTH 25 DEGREES 04 MINUTES 18 SECONDS EAST A DISTANCE OF 34.88 FEET TO A 5/8 INCH IRON ROD SET IN THE SOUTH ROW LINE OF WILDWOOD LAKE DRIVE (60 FEET WIDE), SAID POINT BEING THE POINT OF TANGENCY OF SAID CURVE;~~

~~THENCE, CONTINUING ALONG SAID SOUTH ROW LINE OF WILDWOOD LAKE DRIVE, NORTH 69 DEGREES 18 MINUTES 44 SECONDS EAST, A DISTANCE OF 125.73 FEET TO A 5/8 INCH IRON ROD SET MARKING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;~~

~~THENCE, CONTINUING ALONG SAID SOUTH ROW LINE OF WILDWOOD LAKE DRIVE, IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 970.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 13 DEGREES 20 MINUTES 53 SECONDS, A LENGTH OF 225.98 FEET AND A CHORD BEARING OF NORTH 75 DEGREES 59 MINUTES 11 SECONDS EAST, A DISTANCE OF 225.47 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID RESERVE "C" AND THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHWEST CORNER OF BLOCK 9 OF SAID REPLAT OF MISSION GLEN SECTION 1;~~

~~THENCE, DEPARTING SAID SOUTH ROW LINE OF WILDWOOD LAKE DRIVE AND CONTINUING ALONG THE COMMON BOUNDARY LINE OF SAID BLOCK 9 AND SAID RESERVE "C", SOUTH 01 DEGREES 57 MINUTES 35 SECONDS EAST, A DISTANCE OF 288.33 FEET TO A FENCE ANGLE POINT FOUND AT THE COMMON WEST CORNER OF LOT 5 AND LOT 6 OF SAID BLOCK 9;~~

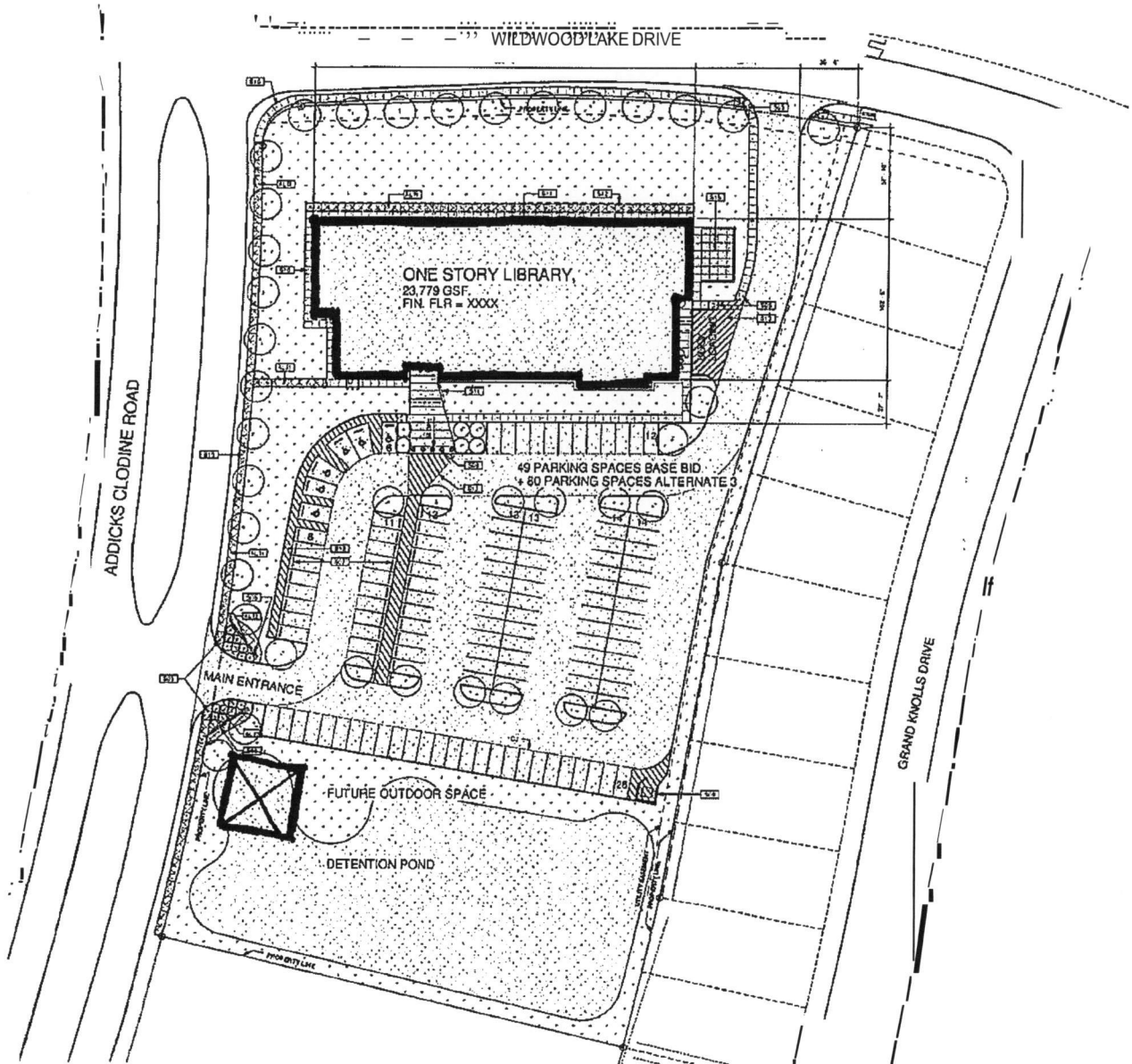
~~THENCE, CONTINUING ALONG SAID COMMON BOUNDARY LINE, SOUTH 08 DEGREES 49 MINUTES 03 SECONDS EAST, A DISTANCE OF 217.02 FEET TO A POINT FOR THE~~

~~COMMON WEST CORNER OF LOT 9 AND LOT 10 OF SAID BLOCK 9, FROM WHICH POINT  
A FENCE ANGLE POINT FOUND BEARS SOUTH 89 DEGREES 23 MINUTES EAST, 0.5  
FEET.~~

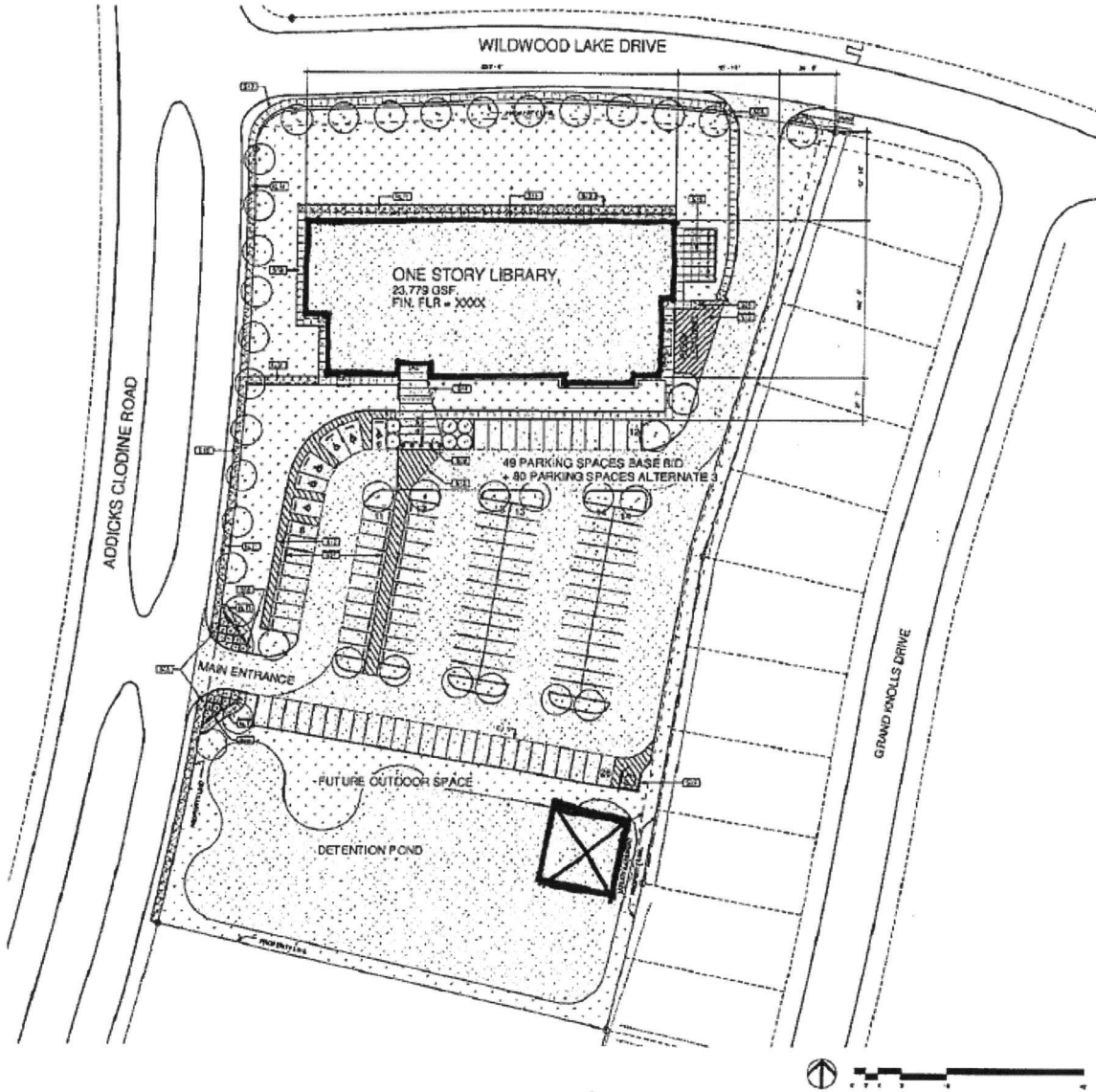
~~THENCE, SOUTH 05 DEGREES 33 MINUTES 33 SECONDS EAST, A DISTANCE OF 99.12  
FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID  
RESERVE "C" AND THE HEREIN DESCRIBED TRACT, SAME BEING THE NORTHEAST  
CORNER OF SAID RESERVE "B".~~

~~THENCE, ALONG THE COMMON BOUNDARY LINES OF SAID RESERVE "C" AND RESERVE  
"B", SOUTH 85 DEGREES 03 MINUTES 18 SECONDS WEST, A DISTANCE OF 298.97 FEET  
TO A THE POINT OF BEGINNING AND CONTAINING 4.1869 ACRES (182,340 SQUARE  
FEET) OF LAND, MORE OR LESS.~~

Premises to be one of the identified squares in bold below



W .c.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Vertical Bridge  
 Boca Raton, FL United States

Certificate Number:  
 2017-252688

Date Filed:  
 08/22/2017

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Fort Bend County

Date Acknowledged:

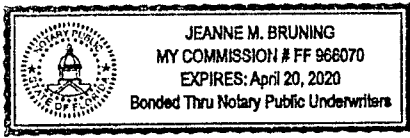
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 RFP 17-066  
 Lease of Land

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



DocuSigned by:  
Matthew Gragan  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Matthew Gragan, this the 22 day of August, 2017, to certify which, witness my hand and seal of office.

Jeanne M Bruning Signature of officer administering oath  
JEANNE M Bruning Printed name of officer administering oath  
Project Administrator Title of officer administering oath  
Development YB

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Vertical Bridge  
 Boca Raton, FL United States

**Certificate Number:**  
 2017-252688

**Date Filed:**  
 08/22/2017

**Date Acknowledged:**  
 09/05/2017

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

RFP 17-066  
 Lease of Land

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath