

# Application to DHCD Submitted through CAMS

County of Louisa

AcelaNet, LLC/SCS VATI project - FY2020

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**Application ID:** 64509032019123605  
**Application Status:** Pending  
**Program Name:** Virginia Telecommunications Initiative 2020  
**Organization Name:** County of Louisa  
**Organization Address:** 1 Woolfolk Avenue  
Louisa, VA 23093  
**Profile Manager Name:** Bob Hardy  
**Profile Manager Phone:** (540) 967-4599  
**Profile Manager Email:** bhardy@louisa.org

**Project Name:** AcelaNet, LLC/SCS VATI project - FY2020  
**Project Contact Name:** Wanda Colvin  
**Project Contact Phone:** (540) 967-3413  
**Project Contact Email:** wcolvin@louisa.org  
**Project Location:** Smith Family Road, Yanceyville area  
Louisa, VA 23093-0000  
**Project Service Area:** Louisa County

**Total Requested Amount:** \$104,730.00  
**Required Annual Audit Status:** Accepted

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## Budget Information:

Cost/Activity Category	DHCD Request	Other Funding	Total
<b>Telecommunications</b>	<b>\$104,730.00</b>	<b>\$52,500.00</b>	<b>\$157,230.00</b>
Construction	\$104,730.00	\$52,500.00	\$157,230.00
<b>Total:</b>	<b>\$104,730.00</b>	<b>\$52,500.00</b>	<b>\$157,230.00</b>

## Budget Narrative:

SCS Broadband will cover 8% in matching funds for this project. The County of Louisa will pay the lease fees lease for the life of this tower to cover County and SCS Broadband lease fees. DHCD permits these discounts to be used as in-kind contributions to this grant request, which totals 33% of the grant. The County will invest \$52,500 in cash contributions of this project total cost of \$157,230.00. The remaining 75% is the total of the funding requested by this grant proposal, or \$104,730.

## Questions and Responses:

### 1. Project Area

Explain why and how the project area(s) was selected. Describe the proposed geographic area including specific boundaries of the project area (e.g. street names, local and regional boundaries, etc.). Attach a copy of the map of your project area(s). Label map: Attachment 1 –Project Area Map.

#### Answer:

The County of Louisa is partnered with SCS Broadband in building a county-wide wireless broadband network. SCS Broadband already has nine-cell towers, with up to nine more county towers being built to supplement this network. Two of those county towers are now completed and active. In an effort to fill in additional communities that are unserved, SCS Broadband has leased two additional towers from National Communication Tower Corporation (NCT). NCT has also obtained approval to build another tower in Yanceyville, VA. This tower is the subject of this grant request. To expedite this new project, the County of Louisa and SCS Broadband are requesting funds for equipment and labor to provision this tower in an unserved area of Louisa County. The county is offering to pay the leasing fees for the county and SCS Broadband equipment for the life of the tower upfront, which will help NCT to expedite the funding of the tower construction. All three parties win, and the citizens within the service area win with broadband services from SCS Broadband. Attachment 1 - Project Area Map, depicts the propagation map for the service area.

### 2.

Describe your outreach efforts to identify existing providers in the selected project area. Provide a detailed explanation of how this information was compiled and the source(s). Provide a map and list of all existing providers (fixed and wireless) and speeds offered within the project area. Label Map: Attachment 2 – Existing Provider Map; label documentation: Attachment 3 – Documentation on CAF Funding Area.

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**Answer:**

SCS Broadband has been operating in the County of Louisa for several years and has experience in where other companies have service and do not have service. Additional checks were made using various tools from BroadbandNow.com, The Center of Innovative Technology studies of Louisa County and other sources. This experience and research show there are currently no other providers in the propagation area. SCS Broadband does have towers near this area, any one or more of which can provide easy backhaul connectivity to the Louisa Wireless Broadband Network which consists of gigabit plus wireless and fiber backhauls to the SCS Broadband existing fiber backhauls. Attachment 2 - Existing Providers shows the nearest provider, outside of the service area, is SCS Broadband on other towers in Louisa County.

The Central Virginia Electric Cooperative's initiative to provide fiber services in the Louisa County via several grants including CAFII does not cover the homes and businesses in the propagation area of this tower. Attachment 3 - Documentation on CAF Finding Area shows funding for this area, overlaid with actual CVEC electrical service map. As can be seen, CVEC does not serve any homes in the propagation area of this tower.

### 3. Project Need/Description

To be eligible for VATI, applicants must demonstrate that the proposed project area(s) is unserved. An unserved area is defined as an area with speeds of 10 Mbps / 1 Mbps or less and with less than 10 percent service overlap within the project area. Describe any anticipated service overlap with current providers within the project area. Provide specific information as to how you determined the percentage overlap. Label Attachment: Attachment 4 – Documentation Unserved Area VATI Criteria.

**Answer:**

This area has no DSL, Fiber or Cable. the only wireless is just outside of the towers coverage area, provided by SCS Broadband on other regional towers in Louisa.

Attachment 4 - Documentation Unserved Area VATI Criteria depicts a map of no providers in this area.

### 4. Provide the number of residential serviceable units in the project area(s). Describe the eligible premises that will be served by the proposed project and the basis for these projections.

**Answer:**

The County of Louisa's GIS system, along with an estimation from the Unites State postal Service Every Door mapping was used to determine the estimated home and business eligible premises. There is 2,095 homes and 16 businesses within the mail routes near the propagation of the tower. SCS estimated with the capability of the towers customer loading capability and percentage of adoption rate that approximately 450 homes and 8 businesses will obtain servicable signals from this tower. These numbers would represent 80% of the equipment capability.

### 5. Indicate the numbers of businesses and community anchor institutions the proposed project will pass in the project area. Also indicate the number of home-based businesses. Provide specific information.

**Answer:**

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The first number of businesses is based on the analysis of adoption rate presented in a prior answer, 8 businesses, being zoned business locations. In addition, the current SCS estimated home businesses on our statewide network is 5% of our total home delivery services. 5% of the estimated 450 homes eligible for services from this project is 22 home businesses. This gives an estimate of a total of 30 businesses will be eligible for services from this tower.

6. Understanding that projected take rates are an estimate, provide the anticipated take rate for the proposed service within one year of project completion and describe the basis for the estimate. Also detail all actions (e.g. marketing activities, outreach plan) to be implemented to reach the identified potential serviceable units within the project area.

**Answer:**

The take rate of the estimated 450 homes and 8 businesses is estimated to take 18 months. This is a standard calculation taking in many factors, such as weekends, holidays and weather loss estimations. SCS Broadband uses 160 days a year as a standard number of installation days. We also use a conservative number of 2 installs a day. 458 installations, divided by 2 gives us 229 installation days. 229 installation days divided by 160 installation days in a year gives us 1.43 years, or rounded up, 18 months for the estimated take rate for this project. In the first year, SCS Broadband should have available up to 2/3 of the 458 possible installations, or 305 installations. This is the maximum estimated installations physically possible taking into account workdays and weather variables.

Marketing is done mostly through Social Media p[latforms which drives potential customers to the SCSBroadband.com website. The request each customer sends goes to support and sales staff which all the technical information automatically generated as to what are the servicability results for each tower near the home. All of this is stored in a secured cloud database and mapped automatically to SCS marketing maps. Some direct calling and direct mailing are also accomplished for those known to be well within the propagation mapping. Mass mail route mapping is not possible as rural mail routes are large and have too much percentage of a route outside of a towers propagation.

7. For wireless projects only: Please explain the ownership of the proposed wireless infrastructure. Will the wireless co-applicant own or lease the radio mast, tower, or other raised structure onto which the wireless infrastructure will be installed?

**Answer:**

All radio equipment and masts will be owned by Louisa County and SCS broadband respectfully, Louisa County equipment and arms-related to the county network, and SCS Broadband all broadband provisioning radios and supporting equipment and masts. The tower will be owned outside of the county/SCS Broadband partnership, NTC. NTC receives no direct monies from this grant for tower material but does receive as matching funding prepaid lease fees.

The County of Louisa will also own and operate all supporting ground equipment for power backup.

8. Provide the proposed download and upload speeds for the project area. Detail whether that speed is based on dedicated or shared bandwidth, and detail the technology that will be used. This description can be illustrated by a map or schematic diagram, as appropriate. Describe the Internet service offerings to be provided after completion of this project and your price structure for these services. The service offerings should include all relevant tiers.

**Answer:**

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SCS broadband will be provisioning both WIF and LTE radio systems. The LTE systems are marketed as starting at 10Mbps, and going up to 50Mbps in 10 Mbps increments, or fiber plans. WIFI plans are up to 15Mbps and are included as a last resort for more distant, foiled properties. All plans are available with full disclosure at the SCSBroadband.com website, under Louisa County. All plans are true unlimited data, no fees or slowdowns. Up speeds are from 6-10Mbps.

9. Provide a description of the network system design used to deliver broadband service from the network's primary Internet point(s) of presence to end users, including the network components that already exist and the ones that would be added by the proposed project. Also describe specific advantages of using this technology. Provide a detailed explanation on how this information was compiled and source(s). For wireless projects, provide a propagation map including the proposed project. Label Map: Attachment 5 – Propagation Map Wireless Project

**Answer:**

SCS Broadband has nearby towers well within wireless backhaul distances to bring gigabit or better speeds to this tower. This includes a leased 400' tower at Cuckoo and a leased Louisa County tower at Jouett Elementary School. The latter is on leased county gigabit wireless backhaul and the Cuckoo tower is wirelessly backhauled to SCS Broadband POP location in Louis town where two fiber backhauls exist. The Jouett backhaul ends also at an SCS Broadband owned tower, the 340' Chopping Road tower, which has gigabit backhaul to the SCS Broadband fiber POP at Ferncliff business park. These multiple fiber backhauls allow SCS Broadband to have redundancy within the county network. They are connected to the SCS equipment at the Richmond Exchange. Internet access in Richmond is obtained with a lease to Ashburn, Virginia, the east coast hub for fiber.

Attachment 5 - Propagation Map Wireless Project depicts this towers coverage.

10. Project Readiness

What is the current state of project development (e.g. planning, preliminary engineering, identifying easements/permits, final design, etc.)? Prepare a detailed project timeline or construction schedule which identifies specific tasks, staff, contractor(s) responsible, collection of data, etc., and estimated start and completion dates. Provide any Memorandums of Understanding (MOUs) or Memorandums of Agreement (MOAs) (drafts are allowable), letters of support, etc. The timeline should include all activities being completed within 12 months of contract execution with DHCD. Label Attachments: Attachment 6 – Timeline/Project Management Plan; Attachment 7 – Relationship between Applicant/Co-Applicant; Attachment 8 – Letters of Support;

- i. If the partnership is formalized in a written agreement, provide a copy of that agreement.
- ii. If the partnership has not been formalized, provide a short description of the project management role, financial commitment, or other contribution to the project for the applicant, co-applicant, and any additional partners.
- iii. If applicant is not a locality(s) in which the project will occur, please provide a letter of support from that locality.

**Answer:**

This tower is an addon project for an existing contract between the County of Louisa and SCS Broadband.

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Attachment 7 – Relationship between Applicant/Co-Applicant shows a copy of the contract between the two parties. The timeline is drawn out for the 12 months expected to complete the project. This includes the tower build time as well as the few weeks to load the tower with equipment. Attachment 6 – Timeline/Project Management Plan shows this plan.

Attachment 8 – Letters of Support show some samples of communication between the two parties on the county-wide project that this project will become a part of when awarded.

11. Matching funds: Provide a description of the matching funds the applicant and co-applicant will invest in the proposed project (VATI funding cannot exceed 80 percent of total project cost). The Funding Sources Table must be completed. Label Attachments: Attachment 9 - Documentation of Match Funding; Attachment 10 – Funding Sources Table;
  - i. For each element of matching funds in the description, indicate the type of match (e.g. cash, salary expense, or in-kind contribution).
  - ii. Identify whether the applicant or co-applicant is responsible for providing each element of the proposed matching funds.
  - iii. Include copies of vendor quotes or documented cost estimates supporting the proposed budget.

**Answer:**

The matching funding is from the County of Louisa who will prepay in cash all tower leasing costs for life of tower, or \$52,500. This is 33% of the total cost of the project, exceeding the requirements for this grant.

12. Applicant and Co-Applicant: A description of the public-private partnership involved in the project. Detail the local government assistance: Local government co-applicants should demonstrate assistance to project that will lower overall cost and further assist in the timely completion of construction, including assistance with permits, rights of way, easements, and other issues that may hinder or delay timely construction and increase cost. Provide detail if this project includes additional partners such as municipal providers, middle-mile providers, or investor-owned utilities

**Answer:**

SCS Broadband has a contract with the County of Louisa as the anchor tenant for a county-wide network of towers. SCS has 9 active cell towers, 14 active community towers and has leased two additional cell towers in process. The county is building up to 9 more towers, with 5 completed to date. This tower is groundbreaking ready as soon as this grant is approved, as all county procedures have been accomplished.

13. Identify key individuals, including name and title, who will be responsible for the management of the project. Provide a concise description of their role and responsibilities for the project. Present this information in table format.

**Answer:**

Bob Hardy - Information Technology Director Louisa County, Virginia

Overall project manager for county.

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Clay Stewart - Chief Operations Officer - AcelaNet, LLC - SCS Broadband

Project manager for all of SCS Broadband Territory

Dean Sigman - Operations Manager

Oversees tower project management and implementation

## 14. Project Budget and Cost Appropriateness

Applicants shall provide a detailed budget as to how the grant funds will be utilized, including an itemization of equipment and construction costs and a justification of proposed expenses. Expenses should be substantiated by clear cost estimates. Label Attachment: Attachment 11 – Derivation of Costs; Attachment 12 - Documentation of Supporting Costs; Attachment 13 – Supporting Documentation of Cost Estimates.

### Answer:

The funds will be disbursed as follows:

\$89,895 for tower equipment

\$1,835 for SCS License Frequency Engineering

\$13,000 for tower installation labor between both county and SCS equipment

This totals \$104,730 total grant disbursement estimates.

## 15. The cost benefit index is comprised of three factors: (i) state share for the total project cost, (ii) state cost per unit passed, and (iii) the internet speed. From these statistics, individual cost benefit scores are calculated. Finally, the three component scores are averaged together and converted to a 30-point scale to form a composite score. Please provide the following three pieces of information:

a. Total State funding requested / Total Project cost

b. Number of serviceable units

c. Highest residential speed available

### Answer:

The partnership of Louisa County and SCS Broadband shares 33% of the cost of this project.

The cost per unit passed (estimated installations) is \$433.80. (Project Cost \$157,230 / 458).

The max Internet speed is 50 Mbps.

a. Total State funding requested / Total Project cost - \$104,730 / \$157,230

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- b. Number of serviceable units 458
- c. Highest residential speed available 50 Mbps

16. A brief description of applicant and co-applicant's history or experience with managing grants and constructing broadband communication facilities in the Commonwealth of Virginia and elsewhere.

**Answer:**

SCS Broadband has won eight grants between 2017 and 2019 totally over \$1.6 million dollars. These are split between the Tobacco Region Revitalization Commission (TRRC ) grants and DHCD/VATI grants. Additional grants from EDAs have also been won. SCS has developed a complete grant project tracking and reporting system, approved by the TRRC. SCS Broadband recently completed the first of four towers granted by DHCD/VATI for 2019, the Jouett Elementary School tower.

17. Commonwealth Priorities

Additional points will be awarded to proposed projects that reflect Commonwealth priorities. Please describe if the project fits into a larger locality or regional universal broadband plan.

**Answer:**

This project as stated is an extension into the unserved area of Louisa County using the existing multiple tower and fiber backhaul system operated by SCS Broadband and Louisa County Broadband Authority. It is also a part of the SCS Broadband network that covers 11 counties in Central Virginia. An expansion into Goochland is expected to be viable with this towers location.

18. Additional Information

Any other equitable factor that the applicant desires to include. Applicants are limited to four additional attachments. Label Additional Attachments as:

- a. Attachment 14 – Two most recent Form 477 submitted to the FCC or equivalent
- b. Attachment 15 – Copy of Public Notice
- c. Attachment 16 – XXXXXXXX
- d. Attachment 17 – XXXXXXXX
- e. Attachment 18 – XXXXXXXX
- f. Attachment 19 – XXXXXXXX

**Answer:**

The small, but important grant will help many families in an unserved pocket of Louisa County, and make it



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possible to expand into other parts of Louisa as well as Goochland County.

## **Attachments:**

Map(s) of project area, including proposed infrastructure

Attachment1ProjectAreaMap93201995941.jpg

Map(s) or schematic of existing broadband providers (inventory of existing assets)

Attachment2ExistingProviders932019100230.jpg

Documentation that proposed project area is not designated for Connect America Funding (CAF)

Attachment3DocumentationonCAFFindingArea932019100249.jpg

Documentation that proposed project area is unserved based on VATI criteria

Attachment4DocumentationUnservedAreaVATICriteria932019100304.jpg

Propagation Map if Wireless Project

Attachment5PropagationMapWirelessProject932019100353.jpg

Project Management Plan

Attachment6TimelineProjectManagementPlan932019100515.xlsx

Documentation of relationship between applicant and co-applicant (formal or informal)

Attachment7RelationshipbetweenApplicantCoApplicant932019100812.pdf

Letters of Support

Attachment8LettersofSupport932019103247.jpg

Documentation for in-kind contributions, including value(s)

Attachment9DocumentationofMatchFunding932019101112.docx

Funding Sources Table

Attachment10FundingSourcesTable932019101239.docx

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Derivation of Cost (Project Budget)

Attachment11DerivationofCosts932019101459.xlsx

Documentation supporting project costs (i.e. vendor quotes)

Attachment12DocumentationofSupportingCosts932019102558.pdf

Supporting documentation for costs estimates

Attachment13SupportingDocumentationofCostEstimates932019102847.xlsx

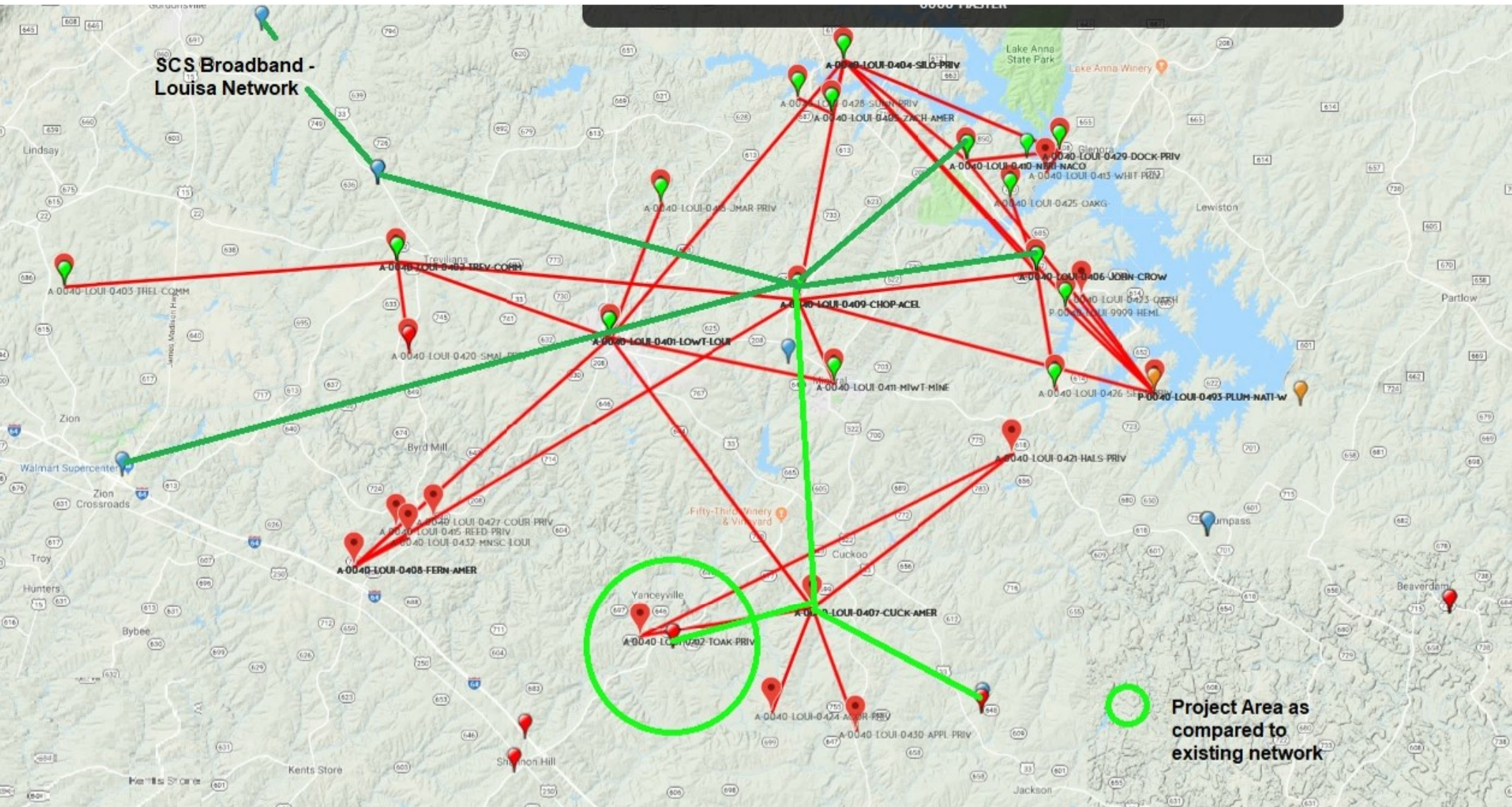
Two most recent Form 477 submitted to FCC

Attachment14TwomostrecentForm477submittedtotheFCCCorequivalent932019102730.jpg

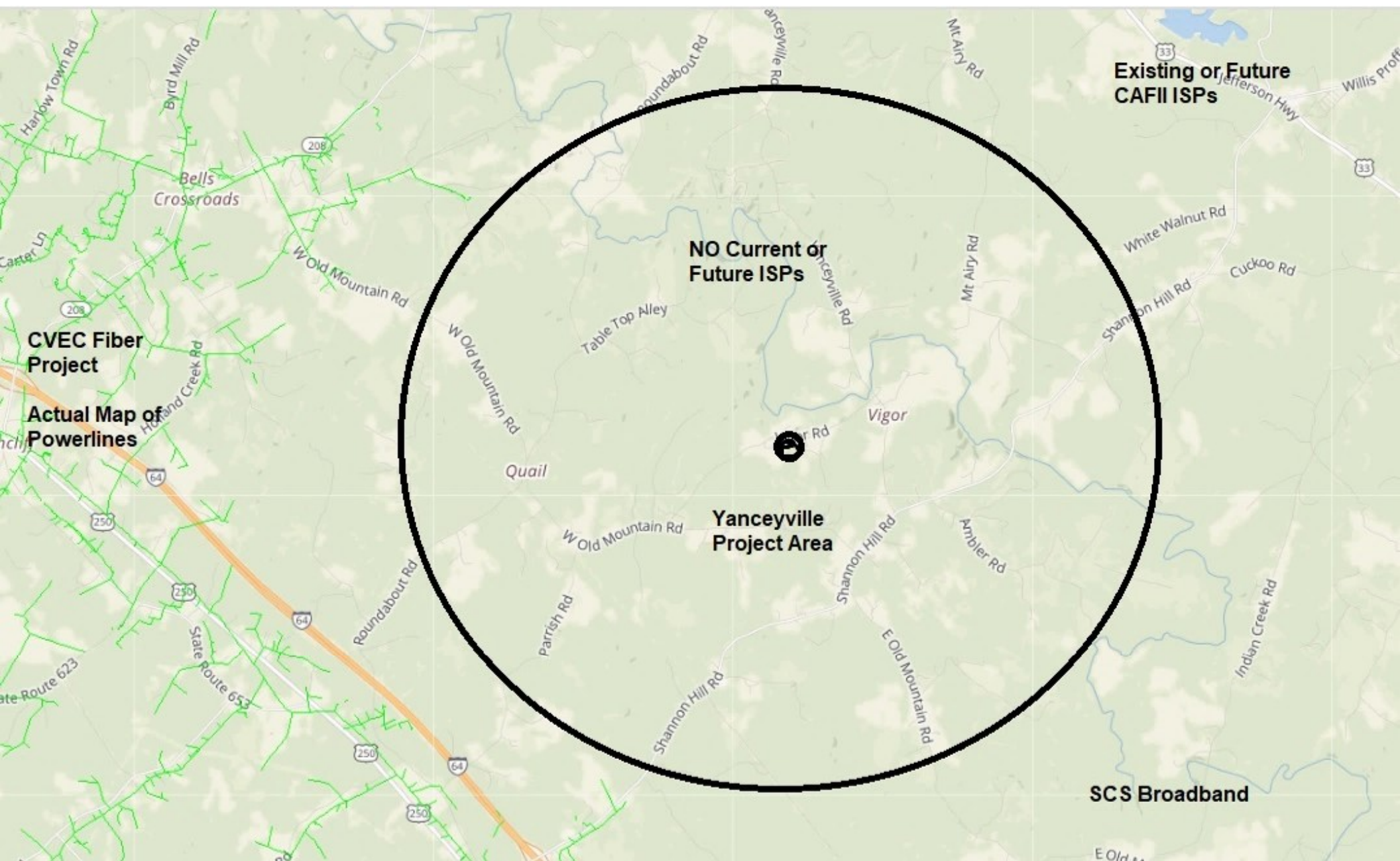
Copy of Public Notice

Attachment15CopyofPublicNotice932019103350.docx

# SCS Broadband - Louisa Network



Project Area as  
compared to  
existing network



Existing or Future  
CAFII ISPs

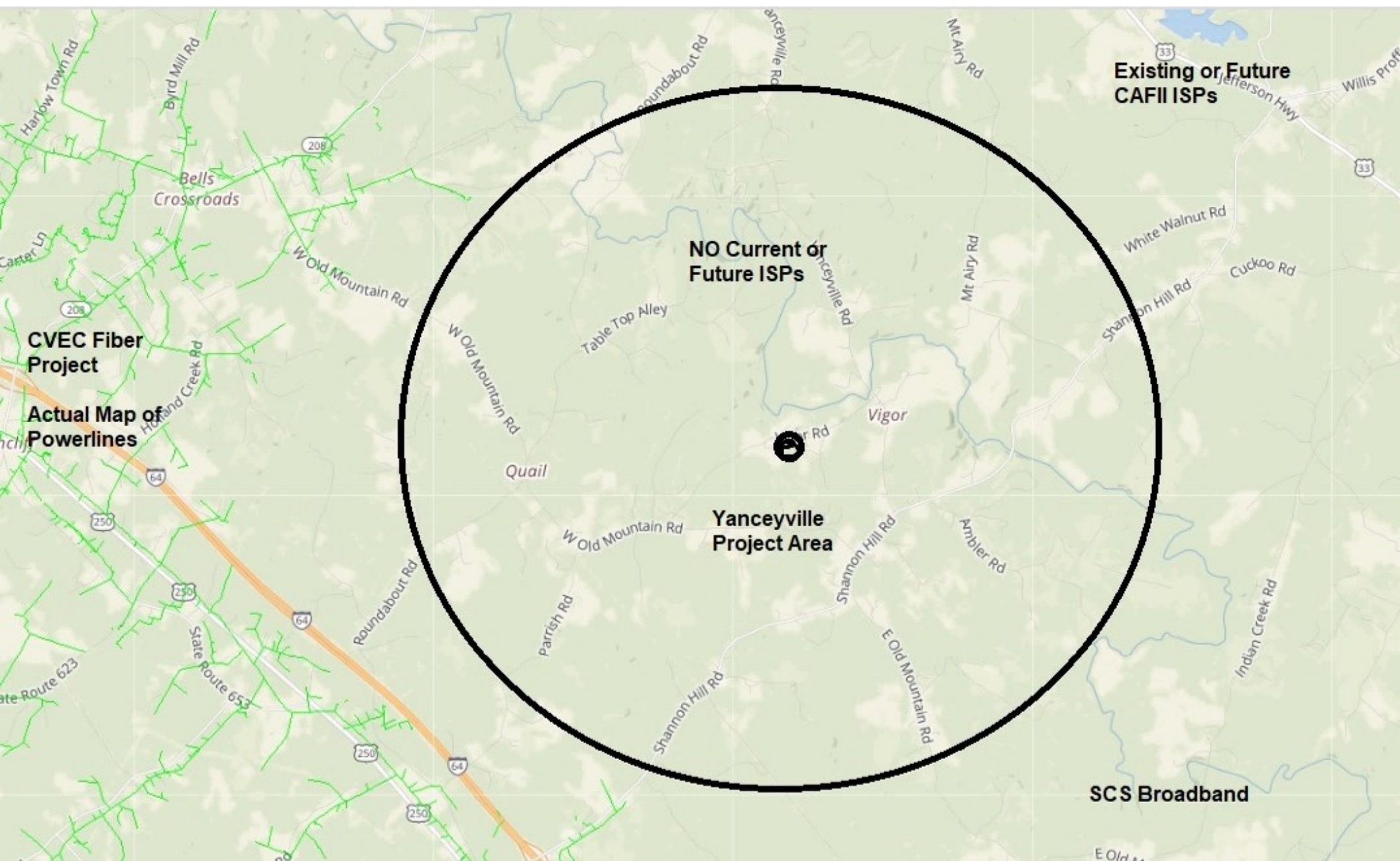
NO Current or  
Future ISPs

Yanceyville  
Project Area

CVEC Fiber  
Project

Actual Map of  
Powerlines

SCS Broadband



**CVEC Fiber Project**  
**Actual Map of Powerlines**

**NO Current or Future ISPs**

**Yanceyville Project Area**

**Existing or Future CAFII ISPs**

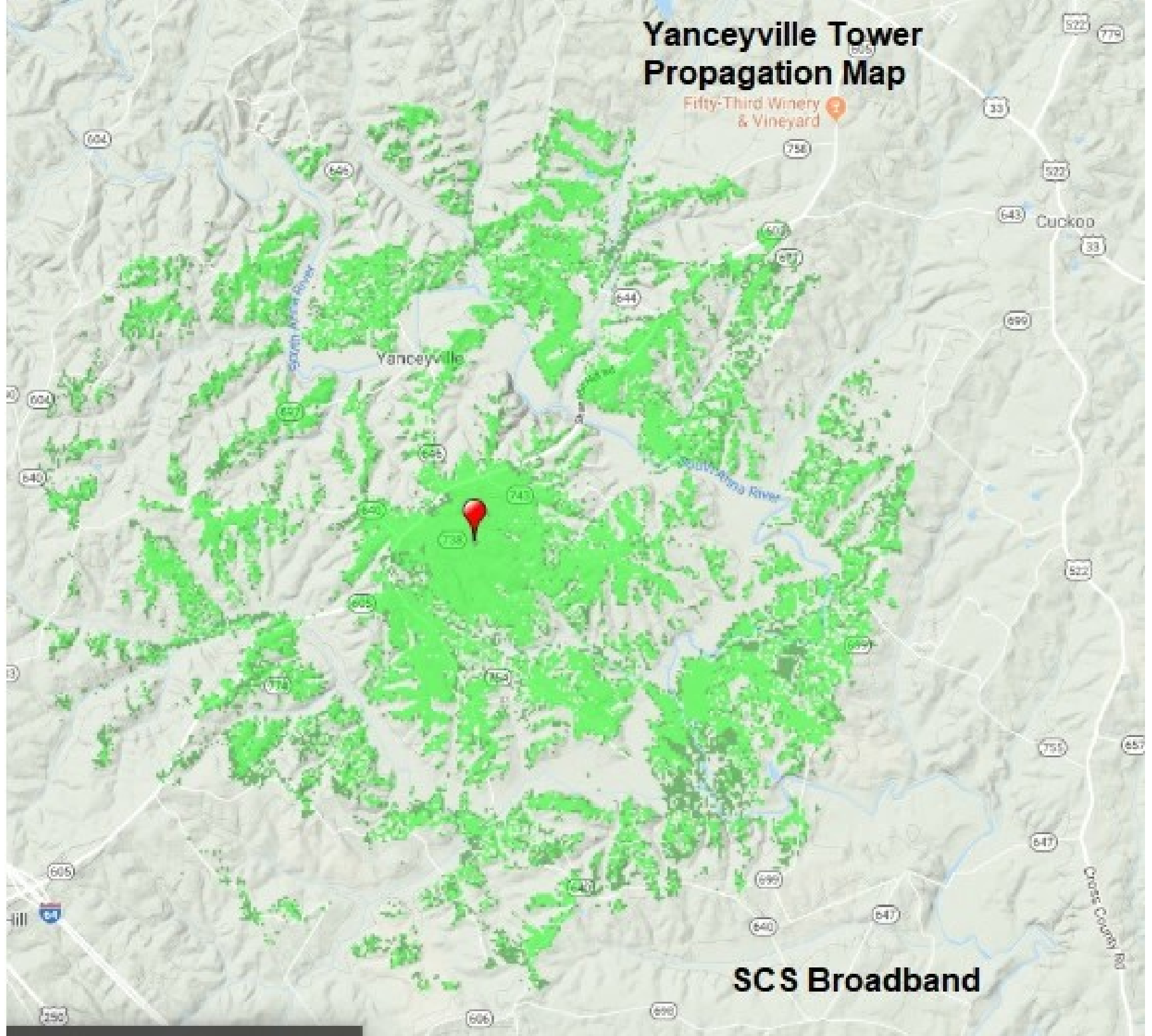
**SCS Broadband**

# Internet Provider Availability Map



# Yanceyville Tower Propagation Map

Fifty-Third Winery & Vineyard



**SCS Broadband**







Louisa Owner Broadband Authority  
1 Woolfolk Avenue  
Louisa, Virginia 23093

SYSTEM WIDE LEASE AGREEMENT

*between*

Owner & AcelaNet, LLC dba SCS Broadband

THIS LEASE AGREEMENT ("Agreement") is made and entered into this October 18, 2018 by and between Louisa County, Virginia (the "Owner"), a political subdivision of the Commonwealth of Virginia and AcelaNet, LLC dba SCS Broadband (the "Company") a business in Arrington, Virginia.

WITNESSETH

WHEREAS, the Owner owns multiple wireless towers, water towers, buildings, other vertical assets, and a licensed wireless point to point radio system, and;

WHEREAS, Owner wishes to lease space to the Company to install, operate and maintain communications equipment and accessories on its towers or other vertical assets listed in the appendices, together with a non-exclusive right of access for the purposes described in this Agreement (collectively, the "Leased Premises");

NOW, THEREFORE, in consideration of the rent and in reliance on the representations and warranties contained in this Agreement, the parties hereto hereby agree as follows:

1. LEASED PREMISES, RIGHTS GRANTED, AND CERTAIN COMPANY OBLIGATIONS:

- 1.1. Subject to the terms of this Agreement, the Owner leases the Leased Premises to the Company solely for the purposes of installation, operation, maintenance and removal of the Company's antennae, equipment, and any improvements on the Leased Premises (collectively, the "Improvements"), as specified in the appendices. The Company shall have the right to go upon or cause its employees and agents to go

upon the Leased Premises seven

(7) days a week, twenty-four (24) hours a day, for the stated purposes. All uses and access whenever mentioned in this Agreement shall be in compliance with this Agreement, any applicable ground lease, with applicable requirements of the Federal Communications Commission ("FCC") and all other governmental agencies, whether federal, state or local and whether legislative, judicial or executive (collectively "Governmental Authorities), and

shall be subject to the restrictions in this document. Upon written reasonable request the Company shall provide the Owner with copies of all permits or other evidence of compliance.

2. Company warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH) inherent in the work necessary to make installations on communication towers by Company's employees, servants, agents, contractors or subcontractors, and accepts as its duty and sole responsibility to notify and inform Company's employees, servants, agents, contractors or subcontractors of such dangers, and to keep them informed regarding same.
3. Assumption of Risk. Company agrees to use Leased Premises at Company's sole risk. Company expressly assumes responsibility for determining the condition of the communication tower to be climbed by its suppliers, contractors, subcontractors, agents, employees, officers, directors, licensees, or invitees. Owner shall not be obligated or liable to Company and Company shall indemnify Owner for any loss, obligation or liability attributable to Company's suppliers, contractors, subcontractors, agents, employees, officers, directors, licensees, or invitees, in any manner whatsoever, except for those losses, obligations and/or liability that arise from Owner's gross negligence or willful misconduct. Company assumes all risks related to the construction, operation, and maintenance of its Improvements, except as to those that may be caused by the gross negligence or willful misconduct of Owner.
4. TERM:
  - 4.1. This Agreement shall be effective October 1, 2018 (the "Effective Date"), and shall continue for a period of five calendar years from that date (the "Initial Term") unless renewed or earlier terminated in accordance with provisions of this Agreement.
  - 4.2. Provided that neither party is then in default of any provisions of this Agreement beyond any applicable grace periods, this Agreement may be renewed for up to five additional three-year terms (individually, a "Renewal Term"), each of which shall begin on the anniversary of the Effective Date. Both parties may decline renewal by giving the other written notice of its intention not less than sixty days prior to the expiration of the then current term. All terms, covenants, and conditions of this Agreement shall remain in full force and effect during all Renewal Terms.
5. INSTALLATION, OPERATION AND MAINTENANCE OF IMPROVEMENTS:
  - 5.1. Construction and Installation. The Company shall be responsible for the cost and

installation of its Improvements on the Leased Premises. All use of the Leased Premises, construction, installations, and alterations, including maintenance, repair, removal or relocation shall be consistent with good engineering practices, in compliance with the specifications set forth in the Exhibits, in conformance with the Construction Drawings or amendments approved in writing by the Owner and in compliance with applicable requirements of Governmental Authorities. Installation of the Company's equipment and facilities shall be coordinated with the Owner so that all reasonable efforts are exerted to avoid Interference (as defined in "INTERFERENCE") with and/or interruption of transmission by other Lessees on the Structure and the Owner, and to avoid obstruction or interruption of Owner operations of any kind.

Prior Approval of the Owner. All construction, installations, and alterations, including maintenance, repair, removal or relocation, except routine and/or emergency repairs and maintenance of any of the Company's Improvements on the Leased Premises shall require submission of plans with detail required by the Owner and the prior written approval of the Owner and shall be in compliance with any Owner specifications and with the plans approved by the Owner. In the event emergency repairs or routine maintenance is needed, plans shall be submitted as soon as practical following the end of the emergency or maintenance; provided that any such repairs or maintenance which is consistent with the Construction Drawings shall not require any submittals. The Owner reserves the right, consistent with good engineering practices, to reasonably and within a reasonable time period approve or disapprove the plans and the actual changes or Improvements. In the event the changes or Improvements are not in accordance with the approved plans or do not meet the requirements of this Agreement, the Owner shall provide written notice to Company of such non-compliance. In the event Company has not corrected such non-compliance within sixty (60) days following written notice, Owner may remove the Improvements or otherwise take the necessary action to restore the Leased Premises at the expense of the Company.

- 5.2. As-built Plans. Within thirty (30) days after substantial completion of construction, installation, or alteration of any of the Improvements, the Company shall provide the Owner with "as-built" plans for the Improvements.
- 5.3. Maintenance.
  - 5.3.1. The Company shall provide all necessary maintenance and repair to the Company's Improvements located on the Leased Premises. Maintenance shall be conducted by the Company in accordance with generally accepted engineering and industry standards for similar facilities to assure that at all times the Company's equipment is in conformance with the requirements of those standards and of Governmental Authorities.
  - 5.3.2. The Owner has the right, but not the obligation, to maintain the Structure and

associated Owner facilities at the Site but not the Company's Improvements or those of other lessees.

5.3.3. The Company may perform maintenance and make improvements to the Structure provided any such work is first approved in writing by the Owner. In this connection, the Company, upon request and prior to performing any work, shall provide the Owner with written plans detailing the proposed work and any other documentation described in the preceding subsections as might be requested. Approval of the proposed work shall be in the sole discretion of the Owner.

5.4. Repair in the Event of Damage. The Company shall, at its own expense, promptly repair damage to the Leased Premises or to property of other lessees caused by the Company, its employees, contractors or subcontractors, in accordance with Owner specifications. If the Company does not complete such repairs within a reasonable period of time following notice of the need for such repairs by the Owner, the Owner may do so and the Company shall pay all costs within thirty (30) days of the date of invoice.

5.5. Acceptance of Structure Condition. The Company has had the opportunity to inspect and evaluate the Structure and the Site, accepts the Structure and Site in an "as is" condition subject to all faults whether disclosed or undisclosed and acknowledges the Owner's disclaimer of all warranties as set forth in "DISCLAIMER OF WARRANTIES".

6. TESTING:

6.1. Before the Company's Improvements may be placed in operation, (i) the Company shall test (the "Initial Test") the Company's Improvements to ensure that the actual operation thereof will not cause Interference as defined in this Agreement and shall provide the Owner with an intermodulation study and, if requested, certification of lack of Interference by a licensed professional engineer ("Test Notice"), and (ii) the Owner must approve in writing the Company's installation and Initial Test of its Improvements and verify that there is no Interference from the Company's operation. If the Company receives written notification stating that the Owner has disapproved the Initial Test, then the Company shall have the right to make any necessary adjustments to its Improvements and to resend the Test Notice to the Owner. The Owner shall have twenty (20) days after the Company's submission of the Test Notice to notify the Company in writing whether the Initial Test and any subsequent test, if necessary, is approved or disapproved. If the Owner should determine that there is Interference that cannot be resolved within a reasonable period of time this Agreement shall be terminated and neither party shall have any liability to the other.

7. CONSIDERATION:

- 7.1. Monthly Rental Fee. On the Effective Date and on the first date of each calendar month during the Term the Company shall pay to the Owner a monthly rental fee in the amount described in attached leased premise fee calculation. Any rental fee or other amounts payable by the Company in addition to the Monthly Rental Fee shall be referred to as "Additional Rental Fee." Each Monthly Rental Fee payment shall be paid in advance to the Owner at the address provided below or as otherwise directed by the Owner. For any month in which the lease is for a partial month, the Monthly Rental Fee shall be prorated.
- 7.2. The monthly rental fee may be changed due to the addition or removal of leased premises during the term of the lease. Changes to the monthly rental fee shall be agreed to by both parties in writing on the attached form "Leased Premises Fee Calculation". If Leased Premises are added during the lease term the most recent "Leased Premises Fee Calculation" form shall apply to the Monthly Rental Fee and shall override all previous Monthly Rental Fee calculations.

8. PERMITS:

- 8.1. The Company shall obtain and maintain, at its own expense, all authorizations or permits which may be required for the conduct of its business and operations as contemplated in this Agreement, including installation and operation, and shall comply with the requirements and conditions of any permits.

9. THE COMPANY'S ACCESS RIGHTS:

- 9.1. The Company shall give reasonable advance notice to the Owner when the Company needs access to the Site and the Owner shall provide a timeframe for access, as soon as practical and in the interest of security, but within 24 hours of the request, except in case of emergency. In the event of emergency the Company shall give prior notice to the Owner if possible, or within a reasonable time thereafter. Only those employees, representatives, contractors and subcontractors of the Company of which the Owner has been informed in writing shall be allowed access to the Site. The Owner shall be given the option of assigning a representative to be present at all times when the Company is present at the Site. The Owner may establish additional or more or less stringent access requirements by written notification to the Company. However, in no event shall Company be unreasonably denied access to the Site.

10. THE OWNER'S ACCESS AND INSPECTION RIGHTS:

- 10.1. The Owner and the Owner's employees, representatives, and agents shall have the right to inspect and have access to the Company's Improvements located on the Leased Premises at any time and for all such purposes as may be deemed

necessary in the Owner's sole discretion. To the extent practical, the Owner shall provide the Company with twenty-four (24) hours advance notice. In the event of emergency as determined by the Owner, the Owner, its employees and agents may enter for any purpose whatsoever with prior notice, if practical.

11. REMOVAL/RELOCATION OF THE COMPANY'S IMPROVEMENTS:

11.1. In the event that the Owner needs to perform painting or maintenance work on the Structure, which requires the temporary relocation of the Company's Improvements the parties agree to relocation, provided that: (i) the Owner shall provide the Company with one hundred eighty (180) days prior written notice of such temporary relocation; (ii) the Company shall obtain all necessary approvals and permits from all Governmental Authorities; (iii) the Company shall relocate the Improvements to another location on the Site mutually agreeable to the parties, in such manner as to minimize any Interference with the operations of either party; or the Company shall use a device that allows temporary relocation of the Improvements. In the event the Company chooses not to relocate its equipment, the Company may terminate the Agreement.

12. INSURANCE:

12.1. Company will carry during the Term the following insurance:

(i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of Two Million Dollars (\$2,000,000) combined single limit for bodily injury or death/property damage arising out of any one occurrence; (iii) Workers' Compensation and Employer's Liability Insurance as required by law, and (iv) automobile liability with Two Million Dollars (\$2,000,000) combined single limit.

12.2. The Owner and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such policies shall be primary and noncontributory to any insurance or self-insurance such additional insureds may have. The policies shall contain an endorsement waiving subrogation. The Company shall immediately notify the Owner in writing of any changes or terminations of any of the coverages required in this Agreement. If requested to do so by the Owner, the Company shall provide the Owner with an Accord certificate of insurance which shall include in the description of operations section a statement confirming the status of the additional insureds and have attached thereto the appropriate endorsement, coverage form, or binder.

13. OWNERSHIP OF THE COMPANY'S PROPERTY:

13.1. The Improvements constructed and installed by the Company shall be and remain the sole property of the Company even if attached to the real estate.

14. INTERFERENCE:

14.1. Without written amendments to this agreement the Company shall not operate unlicensed equipment outside of the following frequency bands:

14.1.1. 900 Mhz

14.1.2. 2.4 Ghz

14.1.3. 5.8 Ghz

14.2. The term Interference shall mean: (1) a condition which constitutes interference within the meaning of the regulations of the FCC, (2) a measurable, significant impairment, in accordance with generally accepted engineering standards, of the quality of signals from the Leased Premises, (3) a condition caused directly or indirectly by the Company degrading or interfering with Owner's other licensees' existing equipment, facilities, or quality of signals from the Leased Premises, provided that such licensees' mode of operation predates that of the Company's Improvements, or resulting in the inability of any FCC licensed entity operating at this site before the date of this Agreement to conform to its FCC licensed parameters in accordance generally accepted engineering standards, or (4) a condition degrading, or interfering with the Owner's communications system, all as determined by the Owner, in accordance with generally accepted engineering standards.

14.3. The Company agrees to operate and maintain its Improvements in such a manner as will not result in Interference. With regard to other lessees, the Company agrees that it will not modify the equipment initially installed, or install any additional equipment, or alter its operations in any manner which would result in Interference. The Owner shall take reasonable measures to assure that all other lessees operate and maintain their facilities and equipment located on the Site so as to avoid Interference with the operations of the Company. Any lease of the Site or nearby sites owned by the Owner shall contain restrictions substantially similar to those contained in this paragraph.

Following completion of the Initial Test described in "TESTING" and during the Initial Term and all Renewal Terms, if any Interference is caused by the Company's signal or its equipment or facilities or by the manner of operation thereof, the parties shall cooperate and exercise their best efforts to eliminate such Interference. Upon notice to the Company from the Owner of any such Interference, the parties shall (1) promptly investigate the problem; (2) take all steps reasonably necessary to identify the nature of the problem; and (3) exercise their commercially reasonable efforts to resolve the problem. If such Interference is being caused by the Company's signal or the Company's antennae, equipment or facilities or by the manner of operation and is not attenuated to limits reasonably acceptable to the Owner within forty-eight (48) hours after receipt by the Company of written notice of a claim of Interference, the Company shall, at its

option, either: (1) reduce transmitter power to such level as is necessary to eliminate the Interference pending completion and testing of supplemental measures to remove the Interference at the authorized power, or (2) terminate operation until the Interference is resolved to the satisfaction of the Owner. In the event of termination of operations the Company may place temporary equipment at the Site, if specifications and location are approved by the Owner.

- 14.4. In the event of the need to correct or cure on an emergency basis, as determined by the Owner, any

Interference, the Owner shall provide telephonic notice to the Company and the Company shall correct or cure the breach within twenty four (24) hours of the telephonic notice or within such additional period as may be approved by the Owner.

- 14.5. The definition of "unlicensed frequencies" for this Agreement shall adhere to the FCC's current and future definitions of unlicensed frequencies.

- 14.6. In spectrum that is designated as "unlicensed" or "licensed-exempt," users can operate without an FCC license but must use certified radio equipment and must comply with the technical requirements, including power limits, of the FCC's Part 15 Rules.

- 14.7. The Company has the exclusive use unlicensed frequencies where it is the first to establish the use of that frequency at the site. If the Company intends to utilize unlicensed frequencies at the site that are already in use the Company must obtain written permission from the Owner. The Owner or other tenants may use unlicensed frequencies not in use by the Company after the Company has installed its equipment on site. If the Owner or another tenant intends to use an unlicensed frequency already in use by the Company it may only do so with the Companies written permission. Any agreement between parties regarding the use of unlicensed frequencies shall include details on the frequency and equipment being used, and shall include a term or expiration that is in accordance with the terms and renewals for this agreement.

15. PERFORMANCE:

- 15.1. Company shall make reasonable efforts to extend service to any business or resident in the Owner that requests it.
- 15.2. Company shall provide to the Owner a monthly report describing the customer base in Louisa County and demonstrating that broadband availability is being expanded into the County. Items to be reported on the status report shall include:
- 15.2.1. Overview of coverage areas and areas needing coverage
- 15.2.2. Available services and published rates
- 15.2.3. New buildout activities



- 15.2.4. Representation of customer base including customer counts and service areas- specific customer lists, tiers, etc., are not expected in this report.
- 15.2.5. If a request is made by a residence or business where coverage is not available or service cannot be delivered, that location should be reported on a monthly status report.
- 15.3. Pricing and Services available to businesses and residents shall be published.
- 15.4. Upon receiving notice to proceed stating that a tower site is available for Company to begin installing equipment, Company shall have 60 days per tower to install and configure equipment and begin offering services. Excusable Delay. If and to the extent SCS is delayed at any time in the progress of the project by strikes, fires, unusual delays in transportation or unavoidable casualties, delays in government approvals, 3rd party supporting infrastructure or other causes outside the control of SCS, then SCS shall give the Owner written notice within 14 days after the inception of the delay. SCS shall also give the Authority written notice of the termination of the delay within 14 days after such termination.
- 15.5. DAMAGE TO PREMISES:
- 15.6. In the event the Structure is destroyed or substantially damaged by natural events or by other casualty, either party may, within ninety (90) days from the date of the damage or destruction, terminate this Agreement by written notice to the other. If this Agreement is not terminated within that time period, the Owner may, in its sole discretion, reconstruct or repair the Structure as soon as reasonably possible. The Company shall be entitled to a pro rata refund of the Monthly Rental Fee for the time the Structure is not being used by Company. The Company agrees that the Owner shall have no liability for any claims or losses due to business interruption or any other circumstances. If the Owner does not reconstruct or repair the Structure or if such reconstruction or repair is not accomplished so that the Company can resume the normal operations of the Company's station and/or other activities within ninety (90) days from the date its operations are interrupted, the Company may terminate this Agreement upon thirty (30) days prior written notice to the Owner. The Company shall be solely responsible for repairing, restoring or replacing its own equipment and facilities.
- 16. SALES, LEASES, ASSIGNMENTS AND SUBLETTING:
  - 16.1. The Owner's Right to Sell or Lease.
    - 16.1.1. Nothing in this Agreement shall be construed as in any way limiting the Owner's right to use the Site and Structure or to lease, sell or grant rights for the use of the Site and Structure to any other party, so long as such use, lease, sale or grant is subject to the Company's rights under this Agreement
    - 16.1.2. In the event the Owner sells the Leased Premises, and if the purchaser expressly assumes all of the covenants, agreements, liabilities and obligations

of the Owner, then the Owner shall be automatically discharged and released, from and after the date of such sale, of all obligations on the part of the Owner contained in this Agreement.

16.1.3. If the Owner sells the Site or grants an interest in the Site to another party, such sale or grant shall be subject to this Agreement and any such purchaser or transferee shall recognize the Company's rights under the terms of this Agreement.

16.2. Assignment or Sublet by the Company.

16.2.1. The Company shall not assign this Agreement in whole or in part at any time without the prior written permission of the Owner; provided however that the Company may assign this lease without permission to any affiliate, subsidiary, successor legal entity, or any entity acquiring all of the assets of the Company or its subsidiaries or affiliates provided that the Company shall give notice to the Owner within thirty (30) days after such assignment. The Company shall not enter into any arrangement or agreement with a third party for subletting, or in any way using any of the Leased Premises or equipment or facilities.

16.2.2. Additionally, the Company may, upon notice to the Owner, mortgage or grant a security interest in this Agreement and the Improvements, and may assign this Agreement and the Improvements to any mortgagees or holders of security interests, including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Agreement. In such event, the Owner shall execute a consent to leasehold financing in form reasonably acceptable to the parties. The Owner agrees to notify the Company and the Company's Mortgagees simultaneously of any default by the Company and to give Mortgagees the same right to cure any default as the Company or to remove any property of the Company or Mortgagee located on the Premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after

receipt of the default notice, as provided in Section 19, except for emergencies requiring the Owner to act before such period in order to provide adequate and safe public utility services to its residents. All such notices to Mortgagees shall be sent to Mortgagee at the address specified by the Company. Failure by the Owner to give Mortgagee such notice shall not diminish the Owner's rights against the Company, but shall preserve all rights of Mortgagee to cure any default and to remove any property of the Company or Mortgagee located on the Premises, as provided in this Agreement.

17. EMINENT DOMAIN:

17.1. In the event of any taking of or damage to all or any portion of the Leased

Premises by reason of exercise of the power of eminent domain, whether by a condemnation proceeding or otherwise or any transfer in avoidance of the power of eminent domain (collectively "Appropriation") during the term of this Agreement or any extension or renewal thereof, rights and obligations of the Owner and the Company with respect to such Appropriation shall be as provided in this Paragraph:

- 17.1.1. In the event of an Appropriation which includes the entire Structure or which renders the Structure

structurally unsound, this Agreement shall terminate as of the date of the Appropriation.

- 17.1.2. In the event of an Appropriation of a portion of the Leased Premises which does not include the entire Structure or render it structurally unsound, this Agreement shall continue in force. Provided, however, that in such event the Owner or the Company shall have the right (by written notice to the other party within forty-five (45) days after the Appropriation) to terminate this Agreement if, in its reasonable judgment, the continued use of the remaining portion of the Leased Premises would be impractical.

- 17.1.3. All damages and proceeds payable on account of an Appropriation which results in termination of this Agreement, except those directly related to the Company's equipment and/or the Company's operation at the Site, shall belong to the Owner.

- 17.1.4. In the event of an Appropriation which does not result in a termination of this Agreement, the damages

and proceeds payable on account of the Appropriation shall belong to the Owner. Following any such Appropriation, the Company shall be responsible for obtaining any portion of such Appropriation which may pertain to its equipment and/or operation at the Site, and replacing all facilities and equipment taken or rendered unusable as a result of the Appropriation, and shall bear all removal and relocation costs with respect to its facilities and equipment. All other alterations and repairs which are reasonably required as a result of the Appropriation shall be the responsibility of, and shall be made as promptly as reasonably possible by the Owner.

18. DEFAULT:

- 18.1. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default":

- 18.1.1. The failure by the Company to pay any rent or fees or other sum or expense required to be paid to the Owner by the Company within thirty (30) business days after written notice from the Owner, or to perform any other of its obligations under this Agreement within thirty (30) days after written notice

from the Owner, provided the Company 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 the Company commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion in accordance with a schedule and plan acceptable to the Owner;

- 18.1.2. The failure by the Company to cure conditions of material non-compliance with any requirement of any Governmental Authorities within the time frame prescribed by the Governmental Authority. In that event the Owner may terminate this Agreement immediately upon written notice to the Company.
  - 18.1.3. The levying on or against the property of the Company on the Leased Premises of a writ of execution, lien, or attachment which is not released or discharged within thirty (30) days;
  - 18.1.4. The doing or permitting to be done by the Company of any act which creates a mechanic's lien or claim against all or any portion of the Leased Premises which is not released or otherwise provided for by indemnification satisfactory to the Owner within thirty (30) days;
  - 18.1.5. The filing by the Company of a voluntary petition in bankruptcy or voluntary petition or answer seeking reorganization, arrangement, readjustment of its debts, or any other relief under the Federal Bankruptcy Act or under any other insolvency act or law; the making by the Company of a general assignment for the benefit of creditors; or the admission in writing by the Company of its inability to pay its debts as they mature; or
  - 18.1.6. The filing of an involuntary petition against the Company in bankruptcy or seeking the Company reorganization, arrangement, readjustment of its debts or for any other relief under the Federal Bankruptcy Act or any other insolvency act or law, or the involuntary appointment of a receiver or trustee of the Company, and the continuance of any such events for a period of ninety (90) days not dismissed, bonded, or stayed.
  - 18.1.7. Any use of the Site which hampers or impedes Owner operations at the Site or use of the Structure.
  - 18.1.8. The Company's failure to correct an operational condition jeopardizing the public health, safety or welfare and the elapse of a reasonable period of time to correct such condition following written notice from the Owner.
- 18.2. The Owner's Rights upon Default. Upon the occurrence of any Event of Default the Owner, at its option, may terminate this Agreement as of the date of the expiration of any applicable cure period following an Event of Default upon written notice of the Owner's election given to the Company.

19. OPTIONAL TERMINATION:

- 19.1. This Agreement may be terminated by the Company following sixty (60) days

prior written notice to the Owner if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Improvements or Company's business, or if the Leased Premises is no longer technically compatible for the Company's business use.

19.2. This Agreement may be terminated by the Owner in its sole discretion upon 60 days prior written notice or if it determines, in its sole discretion, that the Structure is structurally unsound, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Structure from any source, or factors relating to the condition of the Structure and substantiated by a structural analysis performed by a licensed architect or engineer, the results of which are provided to Company prior to termination.

19.3. LOSS OF DISCOUNTS: Any discounts, as noted on Leased Premises Fee Calculation, applied to the lease may be terminated by the Owner following sixty (60) days prior written notice to the Company if it determines, in its sole discretion, that requirements in the PERFORMANCE section are not being met.

19.4. If the Owner determines, in its sole discretion, that requirements in the PERFORMANCE section are not being met, and removes discounts as described in the paragraph above, and after 120 days determines that the Company still is not meeting its performance requirements - the Owner may terminate the agreement following 60 days prior written notice.

20. TERMINATION:

20.1. Surrender of Premises. Upon the expiration or termination of this Agreement, the Company's rights with respect to possession and use of the Leased Premises shall terminate.

20.2. Removal of Improvements. The Company shall, upon expiration or termination of this Agreement pursuant to its terms, have sixty (60) days to remove all of its Improvements from the Leased Premises. Removal shall not result in any material damage to the Structure or any other equipment or property of the Owner or other Lessees or Licensees located on the Leased Premises and the Leased Premises shall be restored to their original condition, ordinary wear and tear excepted, at the Company's sole expense. In the event removal and restoration are not completed in accordance with this Paragraph the Owner may take all actions necessary for completion and the Company shall pay all related necessary costs within thirty days of the date of written invoice.

21. ENVIRONMENTAL AND RELATED REQUIREMENTS:

21.1. The Company's Responsibility. The Company agrees that its equipment, facilities and supplies located on or about the Leased Premises and activities within the Leased Premises will, at all times during the Company's occupancy and use of the Leased Premises, be kept and maintained in compliance with requirements of all Governmental Authorities including environmental laws

regulating petroleum products, asbestos or other toxic, radioactive or hazardous wastes or materials or the clean-up or removal of damage caused by any of the foregoing (collectively, the "Environmental Laws").

21.2. The Owner's Responsibility. The Owner agrees that its equipment, facilities and supplies will, at all times during the Owner's occupancy and use of the Site, be kept and maintained in compliance with all Environmental Laws. The Owner makes neither representations nor warranties regarding existing conditions on the Leased Premises.

21.3. Inspections by the Owner. The Owner and its engineers, technicians, and consultants (collectively, the "Auditors") may, from time to time as the Owner deems appropriate, conduct periodic tests and examinations ("Audits") of the Leased Premises, excluding access to the Company's Improvements, to confirm and monitor the Company's compliance with the requirements of this Paragraph; provided that the Auditors and any and all Owner employees, representatives, and/or agents shall be accompanied by an employee, representative or agent of the Company during the Audits. The costs of such Audits shall be paid by the Owner unless Audit shall disclose a material failure of the Company to comply with this Paragraph, in which case the cost of such Audit and the cost of all subsequent Audits until compliance has been restored shall be paid by the Company.

## 22. INDEMNITY:

22.1. The Company, its employees, contractors, or agents, agrees to release, indemnify, save harmless, and defend the Owner, its officials, employees, contractors, and agents, and, Owner, its directors, officials, employees, contractors, and agents, from and against any and all losses, liabilities, judgments, damages, suits, actions, claims (whether made, asserted or threatened), and costs and expenses, including without limitation reasonable attorneys' fees, consultants' fees and experts' fees arising from or in connection with (i) the interruption of the Company, its subscribers, or sub-licensee service, or (ii) because of any interference with communication reception of such services or the services of others, or (iii) out of injuries to persons, including disease or death, or (iv) from damage to any property, sustained by any person or entity, including the Company, or in any other way attributable to or arising out of the operations of the Company or of Company's employees, contractors, agents, or visitors, upon the Leased Premises or the Fortunes Cove Preserve owned by Owner, including, but not limited to access to the Leased Premises, or the installation, use, maintenance, or removal, of the Improvements or any condition associated with the Leased Premises. This indemnity obligation shall survive the expiration or earlier termination of this Agreement.

## 23. REMEDIES:

Waiver. The failure of the Owner or the Company to insist on strict performance of any of the terms and conditions of this Agreement shall not be deemed a waiver of the rights or remedies that the Owner or the Company may have regarding that specific instance nor shall it be deemed a waiver of any subsequent breach or default of the same of any other term or condition hereof.

23.1. Cumulative Nature. All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed at law or equity which the non-defaulting party may have by reason of an Event of Default, and rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion arises; provided, however, that the Parties shall use reasonable efforts to mitigate their respective damages in connection with an Event of Default by the other party.

24. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, THE Owner SHALL

NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES, OR THE COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.

25. DISCLAIMER OF WARRANTIES. THE Owner MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS

OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

26. NOTICES:

26.1. Whenever any notices are required or permitted to be given pursuant to this Agreement, the same shall be in writing and shall be deemed given when deposited in the United States registered or certified mail, postage prepaid and return receipt requested, or other receipted mail or delivery, addressed as follows:

If to the Owner: Louisa County  
c/o County Administrator  
PO Box 160  
Louisa, VA 23093

If to the Company: AcelaNet, LLC dba SCS Broadband  
604 Thomas Nelson Hwy  
Arrington, VA 22922

Either party may change the above information during the term of this Agreement by written notice to the other party. With respect to the notices of Interference, such notice shall be made orally or in writing to any one of the people designated by the Company or the Owner for such purpose.

27. SUCCESSORS:

27.1. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns subject to any provisions of this Agreement to the contrary.

28. ENTIRE AGREEMENT:

28.1. This Agreement contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. 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.

29. GOVERNING LAW:

29.1. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia, and Federal Law. Any legal actions pertaining to or arising out of this Agreement shall be filed and maintained in the County of Louisa, VA General District or Circuit Court.

30. DESCRIPTIVE HEADINGS:

30.1. The descriptive headings and numbering of the several Paragraphs of this Agreement are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions.

31. PLANS AND EXHIBITS:

31.1. Plans, schedules and exhibits are incorporated into this Agreement only to the extent that they meet requirements of Governmental Authorities, and provide for Improvements which do not create Interference with any Owner communications. In the event it is determined by the Owner that plans and exhibits do not comply with requirements, or describe Improvements creating Interference, the Owner may request that they be amended. In that event, if there are no amendments within a reasonable time period, all as determined by the Owner, the Owner may elect to terminate this Agreement.

32. RECORDING:

32.1. At the request of the Owner, the Company shall execute a Memorandum of Lease which the Owner shall record in the Owner Circuit Court Clerk's Office.

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



IN WITNESS WHEREOF, the undersigned parties have agreed to the calculated lease rates above, which shall apply to the lease signed Oct 18, 2018, until further leased premises or rates are identified at which time a new fee will be calculated.

For the Owner:

For the Company:

Mary E. Johnson  
Chairman, Louisiana County  
Broadband Authority

Date 10/22/2018

Don Wheel  
CEO  
AcelNet, LLC

Date 10/26/18

By: Mary E Johnson Chairman, Louisa Co. Broadband Authority  
 for  
 Its: owner

By: Pat Whelan Acela Net, LLC  
 Its: CEO

LEASED PREMISES FEE CALCULATION (discounted from \$500)

Description	Anticipated Start Date	Initial 6 Months (per month)	Next 6 Months (per month)	Remaining Term (per month)
LCBS - Attachments Between 110' and 120'	Dec '18	\$0	\$100	\$250
MNES - Attachments Between 170' and 180'	Jan '19	\$0	\$100	\$250
Jouett - Attachments Between 170' and 180'	Feb '19	\$0	\$100	\$250
Trevilians - Attachments Between 170' and 180'	Apr '19	\$0	\$100	\$250
Red Hill Area Co-location County Owned	May '19	\$0	\$100	\$250
Zion Crossroads Co- location County Owned	Jun '19	\$0	\$100	\$250
Orchid Area *Proposed*	Aug '19	\$0	\$100	\$250
Buckner Bumpass Park 3rd Party Colocation	Jul '19	Per Tower Vendor	Per tower Vendor	Per Tower Vendor
Licensed Wireless Backbone Access	Per month	\$35/tower \$350/month Max	\$35/tower \$350/month Max	\$35/tower \$350/month Max
Fiber Backbone Access	TBD			

## letter of support ▶ Inbox x



**Bob Hardy**  
to Wanda, me ▾

10:07 PM (22 minutes ago) ☆ ↶ ⋮

The Louisa County Board of Supervisors approved a \$1.09 million project in 2017 to build 8-10 towers to support wireless internet service providers (WISPs) in providing additional coverage in Louisa. One of the towers was planned for the Yanceyville area. This site was subsequently passed over when application was made by National Communication Towers (NCT) for a Conditional Use Permit to construct a cell tower in that area. The Board of Supervisors authorized the Louisa County Broadband Authority (LCBA) to enter into a long-term lease agreement with NCT. The LCBA negotiated a pre-paid lease for life-time space on the proposed tower at less than half the cost the Board authorized for a tower in that location back in 2017. The LCBA also has contracted a site-wide lease agreement with SCS Broadband to function as an anchor tenant providing wireless internet service on all towers built by or supported by the LCBA. This will include the Yanceyville tower once it is constructed by NCT and the LCBA's radio back-haul equipment is attached.

# Estimation of Tower Lease

Project Name: County of Louisa – Yanceyville Tower

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September 3, 2019

Summary: This document presents an estimated value on the Yanceyville tower leasing, which is to be prepaid by Louisa County.

Details: Tower leasing for this area varies greatly, from \$500 to \$3,500 for a 10-foot section with four sector antennas as an example. There would be two 10-foot sections leased from the Yanceyville tower, one for County Equipment and one for SCS Broadband Equipment.

The payment of \$52,500 at the lower end of the scale would provide leasing almost ten years. The lower end is what is expected from the NCT corporation. An NDA prevents SCS from releasing specific leasing costs currently paid to NCT.

**Lon Whelchel, CEO**

Mobile: [Cell Phone]

Email:

lwhelchel@scsbroadband.com

**Clay Stewart, COO**

Office: 434 263-6363

Mobile: 434 942-6510

Email:

cstewart@scsbroadband.com

**Dean Sigman, Ops Manager**

Office: 434 263-6363

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dsigman@scsbroadband.com

**Gerri Stewart, CFO**

Office: 434 263-6363

Email:

gstewart@scsbroadband.com

VATI FUNDING SOURCES TABLE

Please fill in the chart below with a description of the project funding source (local, federal, state, private, other), the amount from that source, the percentage of total project funding that source represents, and a description of the current status of the funds (pending, secured, etc.).

Source	Amount	%	Status
REQUESTED VATI	\$ 104,730	67	Pending
LOUISA COUNTY CASH	\$ 52,500	33	
	\$		
	\$		
	\$		
	\$		
	\$		
<b>TOTAL</b>	<b>\$ 157,2300</b>	<b>1000 %</b>	



## Derivative of Costs

9/3/2019

### Louisa County

#### GRAND Summary for Project:

SCS Broadband - Match	\$0
Louisa County Match	\$52,500
<b>Match Total</b>	<b>\$52,500</b>

Project Total	\$157,230
Match and In-Kind	\$52,500
VATI	\$104,730
VATI Percentage	67%
Match Percentage *	33%
* Fiber and Tower Lease, and Tower Design	

### Yanceyville Tower \* Commercial Tower New to LTE Project

Product						
Equipment	Description	Cost **	Qty	Total	VATI	NON-VATI
KP-3DP65S-45	Dual Band Sector 3.65Ghz 65 deg	500	4	2,000	2,000	0
NOVAR-9302	3Ghz LTE BaiCel Base Station	2900	4	11,600	11,600	0
PS-5AC	AIRMAX 5 GHZ AC PRISMSTATION	300	4	1,200	1,200	0
PRISMAP-5-60	AC ISOLATION ANTENNA HORN	80	4	320	320	0
AF11Ghz	Air Fiber Licensed 11Ghz PtP Radio	2800	2	5,600	5,600	0
POE inserter/Switch	UBNT EdgePoint 16 Port	530	1	530	530	0
Cabling/Ends	Cat5 Double Shield Jumper Cables	200	1	200	200	0
CWT01 SitePro1	Dual Mounting Steel Arms	456	4	1,824	1,824	0
P2110 SitePro1	2 3/8"x10' Mount Poles	61	4	244	244	0

Fiber/Power Cable	Fiber/Power/Conduit Package *	800	1	800	800	0
UVP Lightning Protector	Lightning Protect * See Below	120	10	1,200	1,200	0
54CDV Power 300watt	54VDC Power System	200	1	200	200	0
444APC-HV	Surge Protection System	250	1	250	250	0
APC Surge	APC Surge Chassis for 444APC-HV	24	1	24	24	0
Surge Case	Equipment Outdoor NEMA Box	439	1	439	439	0
MER8-P SitePro1	H-Frame Rack Mount Hardware	565	1	565	565	0
ER-PRO-8	Edge Router	399	1	399	399	0
Louisa County Material	Tower Generator and Ground Eqpt	25,000	1	25,000	25,000	0
Louisa County Material	County Radios and supporting Eqpt	35,000	1	35,000	35,000	0
Shipping and Handling	Shipping and Handling Estimate All item	2,500	1	2,500	2,500	0
<b>Total Part Estimate</b>				<b><u>\$89,895</u></b>	<b><u>\$89,895</u></b>	<b><u>\$0</u></b>
Installers	Tower Equipment Installers			\$13,000	\$13,000	\$0
Comsearch Licensing	11Ghz Licensed Link Engineering	1,835	1	\$1,835	\$1,835	\$0
<b>Total Labor Estimate</b>				<b><u>\$14,835</u></b>	<b><u>\$14,835</u></b>	<b><u>\$0</u></b>
	Tower/Fiber Leases	52,500	1	\$52,500	\$0	\$52,500
<b>Total Leases</b>				<b><u>\$52,500</u></b>	<b><u>\$0</u></b>	<b><u>\$52,500</u></b>
<b>Total Estimate Tower/Fiber</b>				<b>\$157,230</b>	<b>\$104,730</b>	<b>\$52,500</b>

**Tower Summary**

**SCS Broadband**

**Louisa County**

\$0

\$52,500

Project Total	\$157,230
Match and In-Kind	\$52,500
VATI	\$104,730
VATI Percentage	67%
Match Percentage	33%

\* Fiber and Tower Lease, and Tower Design





# Invoice

604 Thomas Nelson Hwy  
 Arrington, VA 22922  
 Phone 434.942.6510

DATE: 6/1/2019  
 INVOICE # PITT-20191003A

**Bill To:**

Tobacco Region Revitalization Commission

701 E. Franklin St., Ste. 501  
 Richmond, Virginia 23219  
 (804) 225-2027

Pittsylvania Callands Tower Project

CONTACT	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Clay Stewart					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
Item			
1	Shipping estimate for Callands Tower  Shipping is calculated at 4% of total material list. Actual shipping is not possible to calculate as material orders may contain materials not used in this project.  Project Material Cost \$18,460.96 x 4% = \$738.44	\$ 738.44	\$ 738.44
			\$ 738.44
		SUBTOTAL	\$ 738.44
			-
		Total	<b>\$ 738.44</b>

If you have any questions concerning this invoice, contact Clay Stewart, 434 942-6510, [cstewart@scsbroadband.com](mailto:cstewart@scsbroadband.com)



DoubleRadius, Inc.  
 2022 Van Buren Ave  
 Indian Trail NC  
 28079  
 US

# Sales Order

#3121973

7/3/2019

**Bill To**

AcelaNet, LLC  
 1073 S. Powells Island Rd.  
 Arrington VA 22922  
 United States

**Ship To**

AcelaNet, LLC  
 804 Thomas Nelson Hwy  
 Arrington VA 22922  
 United States

**TOTAL**

**\$3,183.74**

Payment Method	Terms	PO #	Shipping Method	Sales Rep
American Express		Clay Emailed Order 07-03-19	UPS® Ground	Brian Lambert

**Memo**

Quantity	Item	Rate	Amount
10	800-GigE-TWR-J-HV McCown Technology Gig E Tower Mount Surge Suppressor with Ethernet Jacks - High Voltage	\$299.00	\$2,990.00
1	UPS® Ground	\$35.27	\$35.27

Subtotal	\$3,025.27
Tax (%)	\$158.47
<b>Total</b>	<b>\$3,183.74</b>





Clay Stewart &lt;cstewart@scsbroadband.com&gt;

## Baltic Networks: New Order # 100180580

Baltic Networks Sales Department <sales@balticnetworks.com>  
To: cstewart@scsbroadband.com

Thu, Jan 24, 2019 at 6:14 PM



### THANK YOU FOR YOUR ORDER FROM BALTIC NETWORKS.

Once your package ships we will send an email with a link to track your order. Your order summary is below. Thank you again for your business.

#### Order Questions?

Call Us: [+1-630-929-3610](tel:+1-630-929-3610)

Email: [support@balticnetworks.com](mailto:support@balticnetworks.com)

### Your order #100180580

Placed on January 24, 2019 5:01:22 PM CST

Item	SKU	Qty	Subtotal
Shireen SM Fiber / CAT6 / Power Composite Cable with Dry Gel Enhancement (500ft Spool)	DFP-1246	3	\$1,491.75
Subtotal			\$1,491.75
Shipping & Handling			\$115.62
Grand Total			\$1,607.37

#### BILL TO:

Clay Stewart  
604 Thomas nelson Hwy  
Arrington, Virginia, 22922  
United States  
T: 434 263-6363

#### SHIP TO:

Clay Stewart  
604 Thomas nelson Hwy  
Arrington, Virginia, 22922  
United States  
T: 434 263-6363

#### SHIPPING METHOD:

Expedited Ground Shipping

#### PAYMENT METHOD:

Credit Card

Credit Card Type:  
American Express  
Credit Card Number:



DoubleRadius, Inc.  
2022 Van Buren Ave  
Indian Trail NC  
28079  
US

# Sales Order

#3119228

5/24/2019

**Bill To**

AcelaNet, LLC  
1073 S. Powells Island Rd.  
Arrington VA 22922  
United States

**Ship To**

AcelaNet, LLC  
804 Thomas Nelson Hwy  
Arrington VA 22922  
United States

**TOTAL**

**\$824.25**

Payment Method	Terms	PO #	Shipping Method	Sales Rep
American Express		Clay Emailed Order 05-22-19	UPS® Ground	Brian Lambert

**Memo**

Quantity	Item	Rate	Amount
2	KP-900DP120S-45 KP Performance: 900 MHz, 12.5 dBi, Dual Pol, ±45 Degrees Slant 120 Degree Sector Antenna	\$399.95	\$799.90
1	UPS® Ground	\$24.35	\$24.35

Subtotal \$824.25

Tax (%) \$0.00

**Total \$824.25**



My Dashboard (<https://www.sitepro1.com/store/account.php>) / Order History ([https://www.sitepro1.com/store/account.php?m=order\\_history](https://www.sitepro1.com/store/account.php?m=order_history)) / Order Detail

## Order Detail

**Order Date:** 01/28/2019

**Order Status: Shipped: 01/28/2019**

Add all Items to Cart

### BILL TO

Stewart Computer Services  
Clayton Stewart  
604 Thomas Nelson Hwy  
Arrington VA 22922  
United States

cstewart@scswisp.com (<mailto:cstewart@scswisp.com>)  
4342636363

### SHIP TO

Stewart Computer Services  
Clayton Stewart  
604 Thomas Nelson Hwy  
Arrington VA 22922  
United States

### PAYMENT INFO

**Method:** Credit Card

Credit Card Type: AmericanExpress

Qty	SKU	Item Name	Price	Subtotal
30	SIC1	<b>MonoBloc Stackable Snap-In Hangers 1/2"</b>	\$13.08	\$392.40
			<b>Subtotal:</b>	\$392.40

Live Chat (Staff Offline)

**Final Details for Order #113-6396667-4514648**

[Print this page for your records.](#)

**Paid By:** Acelanet LLC

**Placed By:** Clay Stewart

**Order Placed:** April 3, 2018

**Amazon.com order number:** 113-6396667-4514648

**Order Total: \$94.00**

**Shipped on April 4, 2018**

<b>Items Ordered</b>	<b>Price</b>
2 of: <i>Blue Sea 5025 ST Blade Fuse Block w/Cover - 6 Circuit w/Negative Bus</i>	\$47.00
Sold by: Saapni ( <a href="#">seller profile</a> )	

Condition: New

**Shipping Address:**

Acelanet LLC  
604 Thomas Nelson Hwy  
Arrington, VA 22922  
United States

Item(s) Subtotal:	\$94.00
Shipping & Handling:	\$0.00
	-----
Total before tax:	\$94.00
Sales Tax:	\$0.00
	-----

**Shipping Speed:**

Standard Shipping

**Total for This Shipment: \$94.00**

**Payment information**

**Payment Method:**

American Express  
| Last digits: 1005

Item(s) Subtotal:	\$94.00
Shipping & Handling:	\$0.00
	-----
Total before tax:	\$94.00
Estimated tax to be collected:	\$0.00
	-----

**Grand Total: \$94.00**

**Credit Card transactions**

AmericanExpress ending in 1005: April 4, 2018: \$94.00

**Final Details for Order #113-6903668-2695458**

[Print this page for your records.](#)

**Paid By:** Acelanet LLC  
**Placed By:** Clay Stewart  
**Order Placed:** June 6, 2018  
**Amazon.com order number:** 113-6903668-2695458  
**Order Total: \$499.00**

**Shipped on June 6, 2018**

**Items Ordered**

1 of: *Ubiquiti PC-12 Power Cable AWG*  
Sold by: Technology Traders ([seller profile](#))  
Business Price

**Price**  
\$499.00

Condition: New

**Shipping Address:**

Acelanet LLC  
604 Thomas Nelson Hwy  
Arrington, VA 22922  
United States

Item(s) Subtotal: \$499.00  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$499.00  
Sales Tax: \$0.00  
-----

**Shipping Speed:**

Standard Shipping

**Total for This Shipment: \$499.00**  
-----

**Payment information**

**Payment Method:**

American Express  
| Last digits: 1005

Item(s) Subtotal: \$499.00  
Shipping & Handling: \$0.00  
-----  
Total before tax: \$499.00  
Estimated tax to be collected: \$0.00  
-----

**Grand Total: \$499.00**

**Credit Card transactions**

AmericanExpress ending in 1005: June 6, 2018: \$499.00

To view the status of your order, return to [Order Summary](#).



## Final Details for Order #114-2042417-6332240

[Print this page for your records.](#)

**Paid By:** Acelanet LLC  
**Placed By:** Clay Stewart  
**Order Placed:** January 30, 2019  
**Amazon.com order number:** 114-2042417-6332240  
**Order Total:** \$348.50

### Shipped on January 31, 2019

<b>Items Ordered</b>	<b>Price</b>
5 of: <i>Altelix Pole Mount NEMA Enclosure 14x11x5 (12" x 8" x 4" Inside Space)</i> <i>Polycarbonate + ABS Weatherproof Outdoor NEMA Box</i> Sold by: Altelix LLC ( <a href="#">seller profile</a> )  Condition: New	\$59.99
<b>Shipping Address:</b> Acelanet LLC 604 Thomas Nelson Hwy Arrington, VA 22922 United States	Item(s) Subtotal: \$299.95 Shipping & Handling: \$0.00 ----- Total before tax: \$299.95 Sales Tax: \$0.00 -----
<b>Shipping Speed:</b> Two-Day Shipping	<b>Total for This Shipment: \$299.95</b> -----

### Shipped on February 1, 2019

<b>Items Ordered</b>	<b>Price</b>
5 of: <i>Lantee PG 11 Cable Gland - 20 Pieces Black Plastic Nylon Waterproof Wire Glands</i> <i>Connector Fitting</i> Sold by: Lantee Limited ( <a href="#">seller profile</a> ) Business Price  Condition: New	\$10.79
<b>Shipping Address:</b> Acelanet LLC 604 Thomas Nelson Hwy Arrington, VA 22922 United States	Item(s) Subtotal: \$53.95 Shipping & Handling: \$0.00 Promotion Applied: -\$5.40 ----- Total before tax: \$48.55 Sales Tax: \$0.00 -----
<b>Shipping Speed:</b> Two-Day Shipping	<b>Total for This Shipment: \$48.55</b> -----

### Payment information

<b>Payment Method:</b> American Express   Last digits: 1005	Item(s) Subtotal: \$353.90 Shipping & Handling: \$0.00 Promotion Applied: -\$5.40 -----
--	--





## Final Details for Order #114-4456068-7151429

[Print this page for your records.](#)

**Paid By:** Acelanet LLC  
**Placed By:** Clay Stewart  
**Order Placed:** March 25, 2019  
**Amazon.com order number:** 114-4456068-7151429  
**Order Total:** \$454.55

### Shipped on March 25, 2019

Items Ordered	Price
20 of: <i>Outdoor Cat 7 Ethernet Cable, 26AWG Heavy-Duty Cat7 Networking Cord Patch Cable RJ45 Transmission Speed 10GbpsTransmission Bandwidth 600Mhz LAN Wire C</i> Sold by: XXone ( <a href="#">seller profile</a> ) Condition: New	\$9.99
14 of: <i>Outdoor Cat 7 Ethernet Cable, 26AWG Heavy-Duty Cat7 Networking Cord Patch Cable RJ45 Transmission Speed 10GbpsTransmission Bandwidth 600Mhz LAN Wire C</i> Sold by: XXone ( <a href="#">seller profile</a> ) Condition: New	\$8.99
<b>Shipping Address:</b> Acelanet LLC 604 Thomas Nelson Hwy Arrington, VA 22922 United States	Item(s) Subtotal: \$325.66 Shipping & Handling: \$0.00 ----- Total before tax: \$325.66 Sales Tax: \$0.00 -----
<b>Shipping Speed:</b> Two-Day Shipping	<b>Total for This Shipment: \$325.66</b> -----

### Shipped on March 25, 2019

Items Ordered	Price
5 of: <i>Outdoor Cat 7 Ethernet Cable, 26AWG Heavy-Duty Cat7 Networking Cord Patch Cable RJ45 Transmission Speed 10GbpsTransmission Bandwidth 600Mhz LAN Wire C</i> Sold by: XXone ( <a href="#">seller profile</a> ) Condition: New	\$14.99
<b>Shipping Address:</b> Acelanet LLC 604 Thomas Nelson Hwy Arrington, VA 22922 United States	Item(s) Subtotal: \$74.95 Shipping & Handling: \$0.00 ----- Total before tax: \$74.95 Sales Tax: \$0.00 -----
<b>Shipping Speed:</b> Two-Day Shipping	<b>Total for This Shipment: \$74.95</b> -----

### Shipped on March 25, 2019

Items Ordered	Price
---------------	-------



## Final Details for Order #114-9427833-7937822

[Print this page for your records.](#)

**Paid By:** Acelanet LLC  
**Placed By:** Clay Stewart  
**Order Placed:** March 18, 2019  
**Amazon.com order number:** 114-9427833-7937822  
**Order Total:** \$185.80

### Shipped on March 18, 2019

Items Ordered	Price
1 of: <i>MikroTik FiberBox Outdoor Router with 5 SFP Ports - Includes 1 S-RJ01 Copper Module (CRS105-5S-FB)</i> Sold by: Multilink Solutions Inc. ( <a href="#">seller profile</a> )   Product question? <a href="#">Ask Seller</a> Condition: New	\$76.94
2 of: <i>BlueWind Car Voltage Reducer, 120W 48V to 12V 10A Waterproof Voltage Reducer for Golf Cart</i> Sold by: Blue wind ( <a href="#">seller profile</a> ) Condition: New	\$15.96

#### Shipping Address:

Acelanet LLC  
 604 Thomas Nelson Hwy  
 Arrington, VA 22922  
 United States

Item(s) Subtotal: \$108.86  
 Shipping & Handling: \$0.00  
 -----  
 Total before tax: \$108.86  
 Sales Tax: \$0.00  
 -----

#### Shipping Speed:

Two-Day Shipping

**Total for This Shipment: \$108.86**  
 -----

### Shipped on March 18, 2019

Items Ordered	Price
1 of: <i>MikroTik FiberBox Outdoor Router with 5 SFP Ports - Includes 1 S-RJ01 Copper Module (CRS105-5S-FB)</i> Sold by: Multilink Solutions Inc. ( <a href="#">seller profile</a> )   Product question? <a href="#">Ask Seller</a> Condition: New	\$76.94

#### Shipping Address:

Acelanet LLC  
 604 Thomas Nelson Hwy  
 Arrington, VA 22922  
 United States

Item(s) Subtotal: \$76.94  
 Shipping & Handling: \$0.00  
 -----  
 Total before tax: \$76.94  
 Sales Tax: \$0.00  
 -----

#### Shipping Speed:

Two-Day Shipping

**Total for This Shipment: \$76.94**  
 -----

### Payment information

#### Payment Method:

American Express | Last digits: 1005

Item(s) Subtotal: \$185.80  
 Shipping & Handling: \$0.00



**Final Details for Order #111-4883210-4533815**

[Print this page for your records.](#)

**Paid By:** Acelanet LLC  
**Placed By:** Clay Stewart  
**Order Placed:** February 27, 2019  
**Amazon.com order number:** 111-4883210-4533815  
**Order Total:** \$603.60

**Shipped on February 28, 2019**

<b>Items Ordered</b>	<b>Price</b>
24 of: <i>MPD Digital LMR400-N-male-to-N-male-3 LMR-400 Coax Cable N-Male Connector to N-Male Ultra Low Loss LMR400 RF Cable</i> , Times Microwave	\$23.95
Sold by: Kimberly_Distribution_LLC ( <a href="#">seller profile</a> )	
Business Price	
Condition: New	

**Shipping Address:**

Acelanet LLC  
604 Thomas Nelson Hwy  
Arrington, VA 22922  
United States

Item(s) Subtotal:	\$574.80
Shipping & Handling:	\$0.00
-----	
Total before tax:	\$574.80
Sales Tax:	\$28.80
-----	

**Shipping Speed:**

Economy Shipping

**Total for This Shipment: \$603.60**

**Payment information**

**Payment Method:**

American Express | Last digits: 1005

Item(s) Subtotal:	\$574.80
Shipping & Handling:	\$0.00
-----	
Total before tax:	\$574.80
Estimated tax to be collected:	\$28.80
-----	

**Grand Total: \$603.60**

**Credit Card transactions**

AmericanExpress ending in 1005: February 28, 2019: \$603.60

To view the status of your order, return to [Order Summary](#).

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## Final Details for Order #111-5808705-0859458

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**Paid By:** Acelanet LLC  
**Placed By:** Clay Stewart  
**Order Placed:** February 13, 2019  
**Amazon.com order number:** 111-5808705-0859458  
**Order Total:** \$63.97

### Shipped on February 17, 2019

Items Ordered	Price
1 of: <i>Bussmann (VP/ATC-10-RP) Red 10 Amp 32V Fast Acting ATC Blade Fuse, (Pack of 25)</i>	\$11.78
Sold by: Amazon.com Services, Inc	
Condition: New	
<b>Shipping Address:</b>	
Acelanet LLC	Item(s) Subtotal: \$11.78
604 Thomas Nelson Hwy	Shipping & Handling: \$0.00
Arrington, VA 22922	-----
United States	Total before tax: \$11.78
	Sales Tax: \$0.62
	-----
<b>Shipping Speed:</b>	<b>Total for This Shipment: \$12.40</b>
Two-Day Shipping	-----

### Shipped on February 14, 2019

Items Ordered	Price
1 of: <i>12-Way Fuse Block W/Negative Bus – JOYHO ATC/ATO Fuse Box With Ground, LED Light Indication &amp; Protection Cover, Bolt Connect Terminals, 70 pcs Stick Label, For Car Boat Marine Auto Car Truck</i>	\$19.99
Sold by: JOYHO ( <a href="#">seller profile</a> )	
Condition: New	
1 of: <i>Kingston A400 SSD 240GB SATA 3 2.5" Solid State Drive SA400S37/240G - Increase Performance</i>	\$29.99
Sold by: Amazon.com Services, Inc	
Condition: New	
<b>Shipping Address:</b>	
Acelanet LLC	Item(s) Subtotal: \$49.98
604 Thomas Nelson Hwy	Shipping & Handling: \$0.00
Arrington, VA 22922	-----
United States	Total before tax: \$49.98
	Sales Tax: \$1.59
	-----
<b>Shipping Speed:</b>	<b>Total for This Shipment: \$51.57</b>
Two-Day Shipping	-----

### Payment information

<b>Payment Method:</b>	Item(s) Subtotal: \$61.76
------------------------	---------------------------



# Credit Card Sale

## DoubleRadius, Inc.

2022 Van Buren Ave  
 Suite 100  
 Indian Trail, NC 28079  
 704-927-6100

Date	Sale #
4/11/2018	708596

Bill To
AcelaNet, LLC 1073 S. Powells Island Rd. Arrington VA 22922 United States

Ship To
AcelaNet, LLC 604 Thomas Nelson Hwy Arrington VA 22922 United States

Payment Met...	Check #	Sales Rep	Tracking #
American Express	Clay emailed order ...	Brian Lambert	1Z65AE350399291585

Item	Quantity	Description	Rate	Amount		Ordered	Total to ...	Mfg Co...
EP-S 16	3	Ubiquiti Edge Point WIS P switch, 16-port	447.25	1,341.75	Yes	3	3	
UPS® Ground	1		21.41	21.41	Yes			

Thank you for your business.	Total	\$1,363.16
------------------------------	-------	------------



DoubleRadius, Inc.  
2022 Van Buren Ave  
Indian Trail NC  
28079  
US

# Sales Order

#3096397

7/27/2018

**Bill To**

AcelaNet, LLC  
1073 S. Powells Island Rd.  
Arrington VA 22922  
United States

**Ship To**

AcelaNet, LLC  
604 Thomas Nelson Hwy  
Arrington VA 22922  
United States

**TOTAL**

**\$3,407.01**

Payment Method	Customer PO #	Ship via	Sales Rep
American Express	Clay emailed order 07-27-18	UPS® Ground	Brian Lambert

**Memo**

Quantity	Part #	Unit Price	Extended Total
6	RD-5GB1-AC Ubiquiti 5GHz AC RocketDish, 31dBi	\$339.00	\$2,034.00
4	RP-5AC-Gen2(US) Ubiquiti airMAX 5 GHz Rocket Prism AC, Gen 2	\$225.00	\$900.00
1	UPS® Ground	\$473.01	\$473.01
1	UPS® Ground	\$0.00	\$0.00

Subtotal \$3,407.01

Tax (0%) \$0.00

**Total \$3,407.01**



3096397



DoubleRadius, Inc.  
2022 Van Buren Ave  
Indian Trail NC  
28079  
US

# Sales Order

#3108324

1/2/2019

**Bill To**

AcelaNet, LLC  
1073 S. Powells Island Rd.  
Arlington VA 22922  
United States

**Ship To**

AcelaNet, LLC  
804 Thomas Nelson Hwy  
Arlington VA 22922  
United States

**TOTAL**

**\$12,384.36**

Payment Method	Terms	PO #	Shipping Method	Sales Rep
American Express		Volume Purchase Agreement #MPA1002	UPS® Ground	Brian Lambert

**Memo**

Quantity	Item	Rate	Amount
4	Nova 233 3.5GHz 1W Gen2 Bicells Nova 233 3.5GHz 1W Gen2 Outdoor Base Station - LTE Release 9, 1 Wall (30dBm), 2 Port, 3.5 GHz, Band 42/43/48 Gen2 (GPN # mBS1105)	\$2,599.35	\$10,397.40
10	Atom OD04 3.5GHz 19.5dBi Gen2 Bicells Atom OD04 3.5GHz 19.5dBi Gen2 Outdoor CPE - CAT 4, 1 T2R, 19.5 dBi antenna, Band 42/43/48 Gen2 -(GPN # EG7035E-M11)	\$162.00	\$1,620.00
10	Import Tariff - 2018 Import Tariff - 2018	\$13.75	\$137.50
10	BICELLS-SIMCARD-Single Bicells Simcard - Single *Note - a purchase of 10 must be made since the product is currently not available in a 10 pack.	\$3.89	\$38.90
1	UPS® Ground	\$190.56	\$190.56

Subtotal	\$12,384.36
Tax (%)	\$0.00
<b>Total</b>	<b>\$12,384.36</b>





DoubleRadius, Inc.  
2022 Van Buren Ave  
Indian Trail NC  
28079  
US

# Sales Order

#3109984

1/23/2019

**Bill To**

AcelaNet, LLC  
1073 S. Powells Island Rd.  
Arrington VA 22922  
United States

**Ship To**

AcelaNet, LLC  
604 Thomas Nelson Hwy  
Arrington VA 22922  
United States

**TOTAL**

**\$511.83**

Payment Method	Terms	PO #	Shipping Method	Sales Rep
American Express		Clay emailed order 01-23-19	UPS® Ground	Brian Lambert

**Memo**

Quantity	Item	Rate	Amount
7	EP-54V-150W-AC Ubiquiti EdgePower 54V, 150W AC to DC PSU Module	\$70.64	\$494.48
1	UPS® Ground	\$17.35	\$17.35

Subtotal \$511.83

Tax (%) \$0.00

**Total \$511.83**



3109984





DoubleRadius, Inc.  
2022 Van Buren Ave  
Indian Trail NC  
28079  
US

# Sales Order

#3110035

1/24/2019

**Bill To**

AcelaNet, LLC  
1073 S. Powells Island Rd.  
Arrington VA 22922  
United States

**Ship To**

AcelaNet, LLC  
604 Thomas Nelson Hwy  
Arrington VA 22922  
United States

**TOTAL**

**\$2,169.87**

Payment Method	Terms	PO #	Shipping Method	Sales Rep
American Express		Clay emailed order 01/24/19	UPS® Ground	Brian Lambert

**Memo**

Quantity	Item	Rate	Amount
6	KPP-3DP655-45 KP Performance 3.5 GHz to 4.2 GHz, 65 Degree Sector Antenna, 18.1 dBi, 2-Port, ±45 Slant	\$349.99	\$2,099.94
1	UPS® Ground	\$69.93	\$69.93

Subtotal \$2,169.87

Tax (%) \$0.00

**Total \$2,169.87**



3110035



DoubleRadius, Inc.  
2022 Van Buren Ave  
Indian Trail NC  
28079  
US

# Sales Order

#3113522

3/12/2019

**Bill To**

AcelaNet, LLC  
1073 S. Powells Island Rd.  
Arrington VA 22922  
United States

**Ship To**

AcelaNet, LLC  
604 Thomas Nelson Hwy  
Arrington VA 22922  
United States

**TOTAL**

**\$1,139.87**

Payment Method	Terms	PO #	Shipping Method	Sales Rep
American Express		Clay Emailed Order 03-12-19	UPS® Ground	Brian Lambert

**Memo**

Quantity	Item	Rate	Amount
3	ERPro-8 Ubiquiti EdgeRouter Pro 8, 8-port Router, 2 SFP	\$373.10	\$1,119.30
1	UPS® Ground	\$20.57	\$20.57

Subtotal \$1,139.87

Tax (%) \$0.00

**Total \$1,139.87**



3113522



DoubleRadius, Inc.  
2022 Van Buren Ave  
Indian Trail NC  
28079  
US

# Sales Order

#3115531

4/5/2019

**Bill To**

AcelaNet, LLC  
1073 S. Powells Island Rd.  
Arrington VA 22922  
United States

**Ship To**

AcelaNet, LLC  
604 Thomas Nelson Hwy  
Arrington VA 22922  
United States

**TOTAL**

**\$999.96**

Payment Method	Terms	PO #	Shipping Method	Sales Rep
American Express		Dean Emailed Order 04-05-19	UPS® Ground	Brian Lambert

**Memo**

Quantity	Item	Rate	Amount
4	BAICELLS-HALOB-1 Baicells Local EPC Feature Key, QTY 1, 1 per eNb needed	\$249.99	\$999.96
1	UPS® Ground	\$0.00	\$0.00

Subtotal \$999.96

Tax (%) \$0.00

**Total \$999.96**



3115531



Streakwave Wireless Inc.  
 840 Jury Court  
 San Jose, CA 95112  
 USA  
 Tel: 408-294-8415  
 Fax: 408-294-8414  
 www.streakwave.com

WEB ORDER	
SO-728901	3/29/2019



Customer		Contact		Ship To				
SCS Broadband Clayton Stewart 604 Thomas Nelson Hwy Arrington VA 22922 UNITED STATES Tel: (434) 263-6363 Fax: (434) 263-6422				SCS Broadband Clay Stewart 604 Thomas Nelson Hwy Arrington VA 22922 UNITED STATES Tel: (434) 263-6363 Fax: (434) 263-6422				
Account	Terms	Due Date		Account Rep	Schedule Date			
22350	CREDIT CARD	3/29/2019		Adam Nessler	3/29/2019			
Quotation	PO #		Reference	Ship VIA	Page	Printed		
SQ-772323				UPS Ground	1	3/29/2019 11:07:34AM		
I	Item	Description	Order	Ship	Price	UM	Discount	Amount
1	GIGE-TWR-J-HV	GigE Tower Mount SS w/ Ethernet Jacks-HV	6		\$264.00	EA		\$1,584.00
2	GIGE-TWR-JPCBHV	Replacement for Tower RJ-45 PCB	10		\$24.00	EA		\$240.00
3	SHIP	SHIPPING/HANDLING	1		\$58.07	EA		\$58.07
* All sales are subject to Streakwave Wireless Inc.'s Terms and Conditions found at: <a href="http://www.streakwave.com/termsconditions.asp">http://www.streakwave.com/termsconditions.asp</a>					Tax Details EXEMPT \$0.000		Taxable \$0.00	
					Payment Details		Total Tax \$0.00	
							Exempt \$1,882.07	
							Total \$1,882.07	
							Paid \$0.00	
							Balance \$1,882.07	
							Dep. Avail \$0.00	

# Invoice

Valmont Site Pro 1  
 15 Oser Avenue  
 Hauppauge, NY 11788  
 6312317660

**Invoice Number:** 0530512-IN  
**Invoice Date:** 1/28/2019

**Order Number:** 0575325  
**Order Date:** 1/28/2019  
**Salesperson:** NERS  
**Customer Number:** STE2292

**Sold To:**  
 Stewart Computer Services  
 604 Thomas Nelson Hwy  
 Clayton Stewart  
 Arrington, VA 22922  
**Confirm To:**  
 Clay Stewart 434-263-6363

**Ship To:**  
 Stewart Computer Services  
 Clayton Stewart 434-263-6363  
 604 Thomas Nelson Hwy  
 Arrington, VA 22922-2546

Customer P.O.	Ship VIA	F.O.B.	Terms
ONLINE ORDER		GA	NO TERMS

Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
DCP18K*	EACH	8	8	0	81.94	655.52
Pipe to Pipe Clamp Set, 1.5 -		<b>Whse: 111</b>				

\*\* Paid with credit card ending: xxxx1005

Net Invoice:	655.52
Less Discount:	0.00
Freight:	238.49
Sales Tax:	34.75
<b>Invoice Total:</b>	<b>928.76</b>



## Derivative of Costs

9/3/2019

### Louisa County

#### GRAND Summary for Project:

SCS Broadband - Match	\$0
Louisa County Match	\$52,500
<b>Match Total</b>	<b>\$52,500</b>

Project Total	\$157,230
Match and In-Kind	\$52,500
VATI	\$104,730
VATI Percentage	67%
Match Percentage *	33%
* Fiber and Tower Lease, and Tower Design	

### Yanceyville Tower \* Commercial Tower New to LTE Project

Product						
Equipment	Description	Cost **	Qty	Total	VATI	NON-VATI
KP-3DP65S-45	Dual Band Sector 3.65Ghz 65 deg	500	4	2,000	2,000	0
NOVAR-9302	3Ghz LTE BaiCel Base Station	2900	4	11,600	11,600	0
PS-5AC	AIRMAX 5 GHZ AC PRISMSTATION	300	4	1,200	1,200	0
PRISMAP-5-60	AC ISOLATION ANTENNA HORN	80	4	320	320	0
AF11Ghz	Air Fiber Licensed 11Ghz PtP Radio	2800	2	5,600	5,600	0
POE inserter/Switch	UBNT EdgePoint 16 Port	530	1	530	530	0
Cabling/Ends	Cat5 Double Shield Jumper Cables	200	1	200	200	0
CWT01 SitePro1	Dual Mounting Steel Arms	456	4	1,824	1,824	0
P2110 SitePro1	2 3/8"x10' Mount Poles	61	4	244	244	0

Fiber/Power Cable	Fiber/Power/Conduit Package *	800	1	800	800	0
UVP Lightning Protector	Lightning Protect * See Below	120	10	1,200	1,200	0
54CDV Power 300watt	54VDC Power System	200	1	200	200	0
444APC-HV	Surge Protection System	250	1	250	250	0
APC Surge	APC Surge Chassis for 444APC-HV	24	1	24	24	0
Surge Case	Equipment Outdoor NEMA Box	439	1	439	439	0
MER8-P SitePro1	H-Frame Rack Mount Hardware	565	1	565	565	0
ER-PRO-8	Edge Router	399	1	399	399	0
Louisa County Material	Tower Generator and Ground Eqpt	25,000	1	25,000	25,000	0
Louisa County Material	County Radios and supporting Eqpt	35,000	1	35,000	35,000	0
Shipping and Handling	Shipping and Handling Estimate All item	2,500	1	2,500	2,500	0
<b>Total Part Estimate</b>				<b><u>\$89,895</u></b>	<b><u>\$89,895</u></b>	<b><u>\$0</u></b>
Installers	Tower Equipment Installers			\$13,000	\$13,000	\$0
Comsearch Licensing	11Ghz Licensed Link Engineering	1,835	1	\$1,835	\$1,835	\$0
<b>Total Labor Estimate</b>				<b><u>\$14,835</u></b>	<b><u>\$14,835</u></b>	<b><u>\$0</u></b>
	Tower/Fiber Leases	52,500	1	\$52,500	\$0	\$52,500
<b>Total Leases</b>				<b><u>\$52,500</u></b>	<b><u>\$0</u></b>	<b><u>\$52,500</u></b>
<b>Total Estimate Tower/Fiber</b>				<b>\$157,230</b>	<b>\$104,730</b>	<b>\$52,500</b>

**Tower Summary**

**SCS Broadband**

**Louisa County**

\$0

\$52,500

Project Total	\$157,230
Match and In-Kind	\$52,500
VATI	\$104,730
VATI Percentage	67%
Match Percentage	33%

\* Fiber and Tower Lease, and Tower Design



### Form 477 Filing Overview

FRN: 0016948093 | Data as of: Jun 30, 2018 | Operations: Non-ILEC | Submission Status: Revised - Submitted | Last Updated: Mar 15, 2019 15:46:52

### Filer Identification

Section	Question	Response
Filer Information	Company Name	Acelanet LLC
	Holding Company Name	Acelanet LLC
	Study Area Code(s)	
	FCC Form 499 Filer ID(s)	

### Fixed Services

Legend  Processing  Upload Successful  Error Found

### Fixed Broadband Deployment

1 files and 7724 records accepted:

File Name	Date & Time	Number of Rows	Status
AllCensusBlocksCSV4.csv	Mar 8, 2019 18:46:20	7724	<input checked="" type="checkbox"/>

### Form 477 Filing Overview

FRN: 0016948093 | Data as of: Dec 31, 2018 | Operations: Non-ILEC | Submission Status: Original - Submitted | Last Updated: Mar 8, 2019 18:41:14

### Filer Identification

Section	Question	Response
Filer Information	Company Name	SCS Broadband
	Holding Company Name	Acelanet LLC
	Study Area Code(s)	
	FCC Form 499 Filer ID(s)	

### Fixed Services

Legend  Processing  Upload Successful  Error Found

### Fixed Broadband Deployment

1 files and 7724 records accepted:

File Name	Date & Time	Number of Rows	Status
AllCensusBlocksCSV4.csv	Mar 8, 2019 18:36:22	7724	<input checked="" type="checkbox"/>

**The Central Virginian to publish on August 8th**



Louisa County intends to apply for a Virginia Department of Housing and Community Development (DHCD) 2020 Virginia Telecommunication Initiative grant to enhance sustainability and competitive advantages of communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure. This grant will fund National Communication Towers, LLC and SCS Broadband/Acelenet and to construct a cell tower for cellular carriers and Wireless Internet Service Providers to increase their coverage for cellular calls and data and for fixed terrestrial internet to households and businesses in the unserved and underserved portions around the Yanceyville area of the County.

The public is invited to submit written or oral comments and/or grievances on the proposed 2020 VATI grant application to the Administration Office at (540) 967-3400 during regular business hours, Monday through Friday, 8:30 a.m. to 5:00 p.m. Written comments may be addressed to the Office of the County Administrator, Post Office Box 160, Louisa, Virginia 23093, via email to [info@louisa.org](mailto:info@louisa.org), or in person during normal business hours. Comments will be accepted from August 6 through August 21, 2019.