

LICENSE AGREEMENT

This License Agreement (this “*Agreement*”) is entered into between **PTI US TOWERS II, LLC, a Delaware limited liability company**, with a principal place of business at 999 Yamato Road, Suite 100, Boca Raton FL 33431 (“*Licensor*”) and **Bell Atlantic Mobile Systems LLC, d/b/a Verizon Wireless**, with a mailing address at One Verizon Way, Mailstop 4AW100 Basking Ridge, NJ 07920 (“*Licensee*”), individually referred to herein as a Party and collectively referred to herein as the Parties.

RECITALS

WHEREAS, Licensor owns and operates a wireless communications tower or monopole (“*Tower*”) and has obtained the exclusive right to manage and sublicense the Tower and a portion of the real property (the “*Site*”) owned by the people of the State of New York under the jurisdiction of New York State Thruway Authority (“*NYSTA*”) known as NYSTA Exit 37, Liverpool, , New York 13088 in the Town of Salina, Onondaga County, New York, Tax Map No. 075.-01-11.1, and described on Exhibit A (the “*Property*”) pursuant to the Occupancy Permit and Occupancy Permit Condition-Rider (collectively, the “*Permit*”) issued by NYSTA and attached hereto as Exhibit D; and

WHEREAS, Licensee desires to install its antennas and related equipment as shown on Exhibit C attached hereto and Licensor is willing to license to Licensee such space, under the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. Premises.

Licensor shall license to Licensee certain space on the Tower for the installation of Licensee’s approved equipment, approximately 360 square feet of ground space adjacent to the Tower for Licensee’s ground equipment and a non- exclusive right-of-way for ingress, egress and utilities, as set forth on the attached Exhibit C (collectively, the “*Premises*”).

2. Underlying Rights.

Licensee’s rights shall be under and subject to the terms and conditions set forth in the Permit between Licensor and NYSTA. The Parties agree this Agreement is and shall be subordinate to and contingent upon the Permit. To the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Permit, the terms and conditions of the Permit shall govern and control. All activities by the Parties shall conform to the requirements of the Permit and any breach of the terms and conditions of the Permit by Licensee, and failure to cure such breach shall be deemed a material breach of this Agreement. This Agreement does not create a contract between Licensee and NYSTA. Pursuant to the Section VIII of the Permit, Licensee shall not contact NYSTA or any NYSTA employees or representatives directly. Any and all access, work, construction or maintenance whatsoever, as detailed herein shall be coordinated through Licensor.

3. Use.

The Premises may be used by Licensee for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair or removal of related facilities now or in the future so long as it is in compliance with the terms and conditions of the Permit and subject to any limitations on Licensee’s Facilities (as defined below and described on Exhibit B) set forth in this Agreement. Any changes in Licensee’s equipment or use thereof require Licensor’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed, provided, however, that no consent shall be required, except as otherwise set forth in the Permit regarding access, for like-kind replacements or any changes by Licensee within its ground space. Licensor agrees to apply for and obtain any permits and other necessary approvals that may be required from NYSTA for Licensee’s intended use of the Premises as required by the Permit, and Licensee agrees to provide to Licensor



equipment information required for such application. Licensee shall be solely financially responsible for payment of any and all fees associated with such application and/or permit issuance for permits issued subsequent to initial installation including modifications and additions to Licensee's equipment.

4. Construction; Liens.

(a) Upon Licensee's request, Licensor agrees to provide Licensee copies of all plans, specifications, and surveys for the ground space or Tower in Licensor possession or reasonably available to Licensor pertaining to the Property. Licensee's Facilities shall not be installed in such a way as to extend higher than the height of the Tower, nor shall Licensee extend the height of the Tower beyond said height, without Licensor's prior written consent. If the Tower analysis demonstrates that the Tower cannot hold Licensee's proposed equipment, Licensee may choose, with the approval of Licensor, which shall not be unreasonably withheld, conditioned or delayed, and at Licensee's sole cost and expense, to enhance the Tower to hold said equipment. All tower enhancements will be performed by Licensor at Licensee's sole cost and expense. All structural enhancements and/or tower extensions shall become the property of Licensor. Any and all enhancements are subject to the terms, conditions and requirements of the Permit.

(b) In addition to adhering to all requirements of the Permit, none of Licensee's Facilities shall be installed on the Tower or Premises, nor shall any construction pertaining to, nor alteration of Licensee's Facilities commence until Licensor has provided Licensee written notice permitting Licensee to commence construction ("*Notice to Proceed*"). Upon receipt of Notice to Proceed, Licensee shall notify Licensor (pursuant to the contact information found in Exhibit E) of its intent to commence construction. Such notice shall be required prior to commencement of construction. Licensor shall respond to Licensee's request for approval of Licensee's construction and installation plans and provide Licensee with its requests for changes and/or objections within a reasonable timeframe. Licensee shall follow the same approval procedure, herein described, if it desires to alter any plans or use any other contractor or subcontractor. Licensee shall not commence installation of its equipment on the Premises until Licensee has submitted evidence of compliance with the insurance and safety requirements contained in this Agreement and the Permit.

(c) Licensee shall provide all labor for the installation, maintenance and repair of Licensee's Facilities at Licensee's sole cost and expense.

(d) Upon the completion of the installation or modification of any equipment, but in no event later than ten (10) business days following such completion, Licensee shall provide Licensor with as-built drawings of the equipment installed on the Tower and on the Premises. In connection therewith, Licensor agrees to give Licensee reasonable prior notice of Licensee's obligation to provide as-built drawings. All modifications to Licensee's equipment on the Tower will require a post construction inspection, as required under Section IV of the Permit. Such inspection will include a climbed inspection of the tower and the Licensees equipment located thereon. This inspection will be commissioned by Licensor and paid for by Licensee. Licensor will submit an invoice together with reasonable supporting documentation to Licensee promptly and Licensee will pay such invoice within thirty (30) days of receipt thereof.

(e) Licensee shall take all precautions necessary to ensure the safety and protection of all persons and materials at the Property while accessing the Premises or performing any work at the Property. Licensee shall give any applicable notices and comply with all applicable local, state and federal laws, ordinances, rules, regulations and orders related to Licensee's work and persons, property and worker safety on the Property. Such compliance shall include, but not be limited to, the most recent revision of 29 CFR §§ 1910 *et seq.* and 29 CFR §§ 1926 *et seq.* (commonly known as OSHA code), in addition to any pertinent Federal Communications Commissions ("*FCC*") and environmental, laws, rules and regulations. If Licensor becomes aware of a Licensee violation pursuant to this sub-paragraph, it may require Licensee to immediately provide additional safety precautions, including but not limited to an on-site safety supervisor at Licensee's expense or to cease construction and operations at the Property until such violation is cured.

(f) Licensee must keep the Premises and Property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Licensee, Licensee's agents, employees or contractors. If any lien is filed against the Premises or Property as a result of the acts or omissions of Licensee, or Licensee's employees, agents or contractors, Licensee must discharge the lien or bond the lien off, in a commercially reasonable manner, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed. If Licensee fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of Licensor, Licensor may, at Licensor's election, discharge the lien by either paying the amount claimed to be due or obtaining



the discharge by deposit with a court or a title company or by bonding. Licensee must pay, within thirty (30) days of receipt of Licensor's written demand, any amount paid by Licensor for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Licensor incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

5. Term.

Subject to and coterminous with the Permit, the term of this Agreement shall be five (5) years commencing on the first day of the month following the date Licensor issues to Licensee the Notice to Proceed under Section 4(b) permitting Licensee to commence construction (the "**Commencement Date**") and terminating on the fifth anniversary of the Commencement Date ("**Term**"), unless otherwise terminated as provided in this Agreement. This Agreement shall automatically be extended for four (4) successive five (5) year periods ("**Renewal Term(s)**") on the same terms and conditions as set forth herein unless Licensee notifies Licensor in writing pursuant to Section 21 herein, of its intention not to renew at least one hundred and eighty (180) days prior to commencement of the succeeding Renewal Term.

6. Rent.

(a) From and after the Commencement Date Licensee shall pay Licensor or designee, Two Thousand Nine Hundred Fifty and 00/100 Dollars (\$2,950.00) per month ("**Rent**"). The first payment of Rent shall be due within thirty (30) days following the Commencement Date, thereafter Rent will be paid on the first day of the month, in advance, to Licensor at the following address: **999 Yamato Road, Suite 100, Boca Raton, FL 33431** or to such other person, firm or place as Licensor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Rent for each year thereafter, including during any Renewal Terms, shall be increased by one and a half percent (1.5%) of the Rent paid over the preceding year. The Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. **All Rent checks shall have Licensor's site number clearly written on the face of the check.**

7. Facilities; Utilities; Access.

(a) Licensee, at its sole cost and expense and subject to Licensor's approvals as provided in Paragraph 4 above and other relevant portions of this Agreement, shall have the right to install, erect, maintain and operate on the Premises radio transmitting and receiving antennas, equipment shelter and/or cabinets and related cables and utility lines and supporting structures ("**Facilities**") as detailed on Exhibit B in accordance with Licensor's Construction Standards. In connection therewith and subject to this Agreement and the Permit, Licensee shall have the right to prepare, maintain and alter the Premises for Licensee's approved use and to install transmission lines connecting the antennas to the transmitters and receivers based on plans approved in writing by Licensor, which shall not be unreasonably withheld, conditioned or delayed. Licensee shall not modify, replace, construct or install any equipment or improvements on the Property other than those described on Exhibit B without first obtaining the prior written consent of Licensor, which shall not be unreasonably withheld, delayed or conditioned, provided however that, except as otherwise set forth in the Permit regarding access, no consent shall be required for like kind replacements or any changes made by Licensee within its ground space. Notwithstanding anything to the contrary contained herein, any replacements or modifications by Licensee which exceed the confines of the Premises shall be considered a material modification and shall be subject to Licensor's prior written approval. Except as otherwise provided below, Licensee acknowledges that Licensor may charge additional fees for the installation of any equipment not listed on Exhibit B, provided however, that no fees shall be charged for like kind replacements, or any changes made by Licensee within its ground space. All construction and installation work shall be performed in a good and workmanlike manner. Licensee's Facilities shall remain Licensee's personal property and are not fixtures. Licensee shall have the right to remove all of Licensee's Facilities at its sole expense on the expiration or earlier termination of this Agreement. Licensee shall repair any damage to the Property or Premises caused by any work performed under this Agreement, reasonable wear and tear and casualty damage excepted.

(b) If permitted by the local utility company Licensee shall install, at its sole cost and expense, a separate meter for Licensee's use of electricity on the Premises and obtain separate utility services directly from any servicing utility company that will provide service to the Property. Licensee shall pay for the electricity it consumes in its operation



at the rate charged by the servicing utility company. In the event a separate utility meter is not permitted by the utility company and if feasible and approved by Licensor, Licensee may furnish and install, at its sole cost and expense, an electrical sub-meter at the Premises for the measurement of electrical power used by Licensee's installation. Licensee will be responsible for reading its own sub-meter on a regular basis, but at least quarterly, calculating its kWh usage and paying Licensor directly for its utility usage plus any applicable tax and fees on a regular basis, but at least quarterly. Failure of Licensee to calculate and pay for its electric usage following thirty (30) days' notice will be deemed a material breach of this Agreement. Any easement necessary for such power or other utilities will be at a location reasonably acceptable to NYSTA, Licensor and the servicing utility company.

(c) Except in an emergency (including any instance where Licensee's Facilities are not operating), and subject to the terms and conditions set forth in the Permit, Licensee, Licensee's employees, agents, contractors and subcontractors shall not enter on or across the Property for any reason without prior written approval from Licensor, which shall not be unreasonably withheld or delayed. In the event of an emergency, Licensee will notify Licensor and Licensor will make every reasonable effort to provide access to the Premises as soon as reasonably practical. All notices and approvals pursuant to this Paragraph 7(c) shall be provided to and obtained from Licensor in accordance with contact information provided by Licensor in Exhibit E, which may be changed from time to time.

8. RF Compliance.

In connection with its occupancy and use of the Premises, Licensee agrees to comply with all applicable FCC rules and regulations. Prior to installation or modification of Licensee's Facilities, Licensor will provide Licensee, at Licensee's sole cost and expense, a radio frequency ("**RF**") site analysis that comports with NYSTA's requirements and evaluates the simultaneous operation of all transmitters on the Tower, including NYSTA's existing or proposed equipment installed on the Tower, and compares the radiated power density in all accessible areas with the FCC maximum permissible exposure ("**MPE**") limits for workers and the general public. The power density within all accessible areas of the site must not exceed the FCC specified MPE limits currently in effect. If mitigation is required due to Licensee's location on the Tower, such mitigation measures shall be the responsibility and expense of Licensee, provided, however, that Licensor shall reasonably cooperate with all such mitigation efforts. Should Licensee not undertake mitigation or other efforts that bring the Property into compliance with FCC rules within a reasonable time, Licensor may, upon notice to Licensee, undertake any reasonable efforts to bring the Property into compliance at the sole expense of Licensee, but under no circumstances shall Licensor modify, disconnect or otherwise physically interfere with Licensee's Facilities. If mitigation is required due to a subsequent change in Licensor's operation, or a subsequent user on the Tower, such mitigation measures shall be the responsibility of Licensor, provided however, that Licensee shall reasonably cooperate with all such mitigation efforts. If mitigation is required due to RF transmitters in the vicinity of but not located on the Tower, Licensee shall share in the proportional costs of mitigation along with all RF emission contributors.

9. Non-Interference.

(a) Licensee shall install, operate and maintain its equipment in accordance with all New York State and Federal applicable laws and regulations. Licensee agrees to install equipment of types and frequencies which would not cause interference with (i) equipment of NYSTA, whether installed before or after installation of Licensee's equipment, (ii) equipment installed by any federal, state or local government agency which is designed and operated primarily for a public-safety purpose (such as an emergency-services dispatch system), and (iii) any other commercial users of the Property having occupancy prior in time to Licensee. In the event Licensee's equipment causes such interference as detailed herein, Licensee shall take all steps necessary to correct and eliminate such interference immediately.

(b) If any interference caused by Licensee's equipment cannot be eliminated immediately, Licensee agrees to then immediately cease using such equipment that is creating the interference (except for short tests necessary for the elimination of the interference). In the event Licensee must permanently cease operations at the Premises because of interference caused by Licensee, Licensee may terminate this Agreement immediately upon written notice to Licensor.

10. Relocation of Facilities.

(a) In the event of Licensee's termination as provided below, Licensee shall remove Licensee's Facilities only



after having been issued a Decommission Notice to Proceed (“*DNTP*”) from Licensor. Should Licensee not remove Licensee’s Facilities within ninety (90) days after the DNTP is issued, Licensor shall have the right, at Licensee’s sole cost, to remove and store or dispose of Licensee’s Facilities. Upon such termination, the parties to this Agreement shall be released from all duties, obligations, liabilities and responsibilities under this Agreement except for any storage charges, indemnity and tax obligations, and Licensee’s obligation to remove Licensee’s Facilities from the Property.

(b) Emergencies:

(i) In situations involving an emergency, as determined by NYSTA, NYSTA may, at its sole discretion, temporarily install its equipment at any preferred location on the Tower. The duration of NYSTA’s location for such emergency equipment is solely at the discretion of NYSTA. In cases where there are no available positions on the Tower or at the Property, NYSTA shall have the right to displace any Tower user, including but not limited to Licensee, providing notice as soon as reasonably possible.

(ii) If Licensee’s Facilities are displaced by NYSTA’s actions under this subsection (b) rendering Licensee’s Facilities inoperable, then Licensee shall have the right to abate Rent until such time as the Facilities being displaced are reinstalled on the Tower or a temporary solution has been found that allows Licensee to resume operating its Facilities. Subject to availability of space and capacity on the Tower, and the underlying requirements of the Permit, Licensor shall use reasonable efforts to allow for the relocation of Licensee’s Facilities to an alternate position on the Tower acceptable to Licensee. If the displacement lasts for ninety (90) days or more, and no alternate location acceptable to Licensee has been made available, Licensee shall have the right to immediately terminate this Agreement.

11. Taxes.

(a) Licensee shall reimburse Licensor for any taxes that Licensor is obligated to pay as a direct result of Licensee’s Facilities. Licensor shall bear the costs of all taxes that are assessed against or are otherwise the legal responsibility of Licensor with respect to itself, its property, and the transactions contemplated by this Agreement. Licensee shall be responsible for all taxes that are assessed against or are otherwise the legal responsibility of Lessee with respect to itself, its property, and the transactions contemplated by this Agreement.

(b) Licensee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Licensee is wholly or partly responsible for payment. Licensor shall reasonably cooperate with Licensee at Licensee’s expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Licensee, there is a reduction, credit or repayment received by the Licensor for any taxes previously paid by Licensee, Licensor agrees to promptly reimburse to Licensee the amount of said reduction, credit or repayment. In the event that Licensee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Licensor will pursue such dispute at Licensee’s sole cost and expense upon written request of Licensee.

12. Default.

(a) Any of the following shall be considered a default under this Agreement:

(i) Licensee fails to pay any rent or other monetary obligation required by this Agreement within ten (10) business days after receipt of written notice of such failure; or

(ii) except as set forth in Paragraph 9 with respect to interference, if either Party fails to observe or perform its non-monetary obligations under this Agreement and does not cure within thirty (30) days after receipt of written notice of such breach, or such longer period as may be required to diligently complete a cure (not to exceed sixty (60) days) provided said Party has commenced cure within that thirty (30) days after receipt of written notice of breach and continuously pursues cure.

Each party shall be liable for all expenses, including reasonable attorneys’ fees and costs, incurred by the defaulting party in connection with any default, including, without limitation, any action to enforce the terms hereof, or in



connection with any action for the recovery of the Premises itself.

13. Termination.

(a) This Agreement may be terminated immediately upon written notice by Licensor if Licensee defaults under Paragraph 12(a)(i), above beyond the applicable cure period.

- (b) This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows:
- i. by Licensee if it does not, following commercially diligent efforts, obtain or maintain any license, permit or other approval necessary for the construction and operation of its respective equipment or facilities;
 - ii. by Licensor if NYSTA terminates the Permit;
 - iii. by Licensee, if it is unable to occupy and utilize the Property due to a ruling or direction of the FCC or other governmental or regulatory agency, including a take back of channels or change in frequencies; or
 - iv. by either Party if the other Party does not cure a non-monetary default under Paragraph 12(a)(ii) above.

(c) Upon termination of this Agreement for any reason, Licensee shall remove Licensee's Facilities only after having been issued a DNTP from Licensor. Should Licensee not remove Licensee's Facilities within thirty (30) days after the DNTP is issued, Licensor shall have the right, upon ten (10) day's prior notice, at Licensee's sole cost, to remove and store or dispose of Licensee's Facilities. Upon such termination, the parties to this Agreement shall be released from all duties, obligations, liabilities and responsibilities under this Agreement except for any storage charges, indemnity and tax obligations, and Licensee's obligation to remove Licensee's Facilities from the Property.

14. Condemnation or Destruction.

(a) If the whole or any substantial part of the Property shall be taken by any public authority under the power of eminent domain so as to interfere with Licensee's use and occupancy thereof, then this Agreement shall cease on the date of possession by the condemning authority, and any Rent paid in advance of such date for Licensee's previously expected occupancy of the condemned property after the date of the condemning authority's possession shall be refunded to Licensee.

(b) If the Premises or any portion thereof are destroyed or damaged, then Licensor shall have the right to terminate this Agreement provided that Licensor is terminating any other agreements which are similarly affected with respect to the Tower at the Site; provided, however, prior to any termination by Licensor, Licensor shall, subject to the availability of space and capacity on the Tower, the rights of pre-existing tenants on the Tower, and the underlying requirements of the Permit, permit Licensee to relocate its Facilities to an unaffected portion of the Tower.. Furthermore, in the event Licensor elects not to terminate this Agreement pursuant to this paragraph, and if, in Licensee's reasonable judgment, such destruction or damage of the Premises substantially affects the effective use of the Premises for Licensee's operations, then the Agreement may be terminated upon written notice thereof by Licensee within thirty (30) days after such destruction or damage. In the event of such termination, all rights and obligations of the Parties under this Agreement shall cease as of the date of the damage or destruction, except for Licensee's obligation to remove equipment, repair any damage caused thereby, and restore the Premises. Provided Licensor does not elect to terminate but instead elects to reconstruct the tower and/or site, Licensee may elect to continue this Agreement, provided that such damage or destruction is not the fault of Licensee. Licensee shall be permitted to install a temporary facility, at Licensee's sole cost, during such reconstruction period, subject to the Permit and space availability as determined in NYSTA and Licensor's discretion.

15. Insurance.

Pursuant to Section X of the Permit, Licensee shall, and shall require its contractors, subcontractors, and/or agents



who perform work at the Premises, to obtain and maintain substantially the same insurance as required of Licensee with limits commensurate with the work or service to be provided, carry insurance in the types and amount specified by NYSTA's current Standards and Specifications. In addition, all commercial general liability, and commercial auto policies shall contain an endorsement including the "New York State Thruway Authority" as an additional insured as their interest may appear under this Agreement.

Section X of the Permit is hereby incorporated into this Agreement by reference, in addition to those insurance requirements contained in the Permit, Licensor and Licensee shall maintain the following insurance coverage in full force during the term of this Agreement:

- (a) Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance shall be provided as mandated by state law where the Property is located for all Licensee employees and Employer's liability insurance with limits of One Million Dollars (\$1,000,000) each accident/disease/policy limit. To the fullest extent permitted by law, Licensee agrees that its workers' compensation policy will be endorsed to include a Waiver of Subrogation provision.
- (b) Commercial General Liability Insurance. Licensee shall carry commercial general liability insurance with limits of Eight Million Dollars (\$8,000,000) per occurrence for bodily injury and property damage and Eight Million Dollars (\$8,000,000) general aggregate including explosion, collapse and underground hazards, Products and Completed Operations coverage and Contractual Liability. Each party, its subsidiaries, affiliates, and their respective officers, directors, and employees shall be included as additional insureds as their interest may appear under this Agreement.
- (c) Commercial Automobile Insurance. Licensee shall carry commercial automobile liability insurance in the amount of Four Million Dollars (\$4,000,000) combined single limit each accident for bodily injury and property damage covering all owned, hired and non-owned automobiles.
- (d) Commercial Property and Builder's Risk Insurance. Licensor and Licensee shall carry "all risks" or "special causes of loss" property insurance on its personal property, including but not limited to its tools, equipment, machinery, materials and supplies in an amount sufficient to repair or replace such property. Licensor further agrees to maintain "all risk" or "special causes of loss" builder's risk and/or installation floater insurance in an amount not less than the full replacement cost of such structure or equipment at time of completion. Licensor agrees its Property Insurance and Builder's Risk/Installation Floater policy forms will include a Waiver of Subrogation provision for the benefit of Licensor, its subsidiaries, affiliates, and their respective officers, directors and employees.
- (e) Certificates of Insurance. Certificates of insurance, as evidence of the insurance required by this Agreement, shall be furnished by each Party to the other before the commencement of installation of any equipment on the Premises.
- (f) All policies shall be written by insurance companies licensed, authorized or permitted to issue policies in the State of New York and with a Best A.M. rating of no less than A-.
- (g) The coverage afforded under Licensee's Commercial General Liability insurance policies shall be primary, with respect to its actions and/or omissions, to any liability insurance carried by Licensor, whose insurance(s) shall be excess and non-contributory for claims and losses arising out of Licensee's performance under this Agreement.
- (h) Licensee shall cause each contractor or subcontractor to maintain substantially the same insurance coverage as required of Licensee under this Paragraph 15 with limits commensurate with the work or service to be provided. Licensee shall obtain, prior to the commencement of the contractor's or subcontractor's work, certificates of insurance and provide those certificates of insurance to Licensor.
- (i) Notwithstanding anything to the contrary set forth in the Permit, the Parties agree to the following supplemental terms relative to insurance:



1. Licensee shall be required to provide proof of insurance via the ACORD Form 25 or an equivalent accord form with NAIC codes for the referenced insurers;
2. Upon receipt of notice from its insurers, Licensee shall use commercially reasonable efforts to provide Licensor with thirty (30) days' prior written notice of cancellation of any required insurance policies.
3. In the event of a claim, or if the Licensor becomes aware of circumstances that may lead to a claim in connection with Licensee's use and/or occupancy of the Premises, Licensee shall, at the request of the Licensor or NYSTA, provide the requesting Party with access to view copies of Licensee's insurance policies at the offices of Verizon Wireless at 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate, within ten (10) business days of any such request for access. Failure to provide such access may, in NYSTA's sole discretion, result in cancellation of this Agreement. Upon completion of review no copies will be made and all policies will be returned to Licensee's Corporate Risk Management Department in Basking Ridge, New Jersey.
4. The required Commercial General Liability Insurance shall cover liability arising from Premises-operations, Licensee, products/completed operations, personal injury and advertising injury, and contractual liability;
5. Licensee agrees to include NYSTA and the State of New York as Additional Insured as their interest may appear under this Agreement using ISO additional insured endorsement or its equivalent blanket endorsement under the Commercial General Liability insurance and the umbrella policy.

16. Assignment and Subleasing.

(a) Licensor may assign or otherwise transfer this Agreement and, upon such assignment or transfer thereof, Licensor shall have no further rights or obligations hereunder, as pertains to the Property or the Premises.

(b) Licensee shall not sublease all or a portion of the Premises. Licensee may assign or otherwise transfer all or any part of its interest in this Agreement, with the prior written consent of Licensor, not to be unreasonably withheld, conditioned or delayed and provided that; (i) at the time thereof no event of default, under this Agreement has occurred and is continuing, (ii) the proposed transferee shall deliver to Licensor a written agreement whereby it expressly assumes all of the Licensee's obligations under this Agreement, and (iii) the proposed transferee shall deliver to Licensor evidence that it has net worth and creditworthiness at least equal to transferor's. Notwithstanding anything to the contrary contained herein, the parties agree that this Agreement may be sold, assigned or transferred by the Licensee upon written notice to Licensor to the Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. If an assignment or transfer described herein is completed by Licensee, Licensor shall fully release Licensee from any further obligations or liability under the Agreement as of the effective date of the assignment or transfer. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.

17. Warranty of Title and Quiet Enjoyment.

Licensor shall covenant and warrant that: (i) Licensor owns and operates the Tower and has the exclusive right to manage and sublicense the Tower and a portion of the Property; (ii) Licensor has full right to make and perform this Agreement; and (iii) Licensor covenants and agrees with Licensee that upon Licensee paying the Rent and observing and performing all the terms, covenants and conditions set forth in this Agreement, Licensee may peacefully and quietly enjoy the Premises.

18. Maintenance and Repairs.

Licensee shall perform all repairs necessary or appropriate to keep Licensee's Facilities in good condition, reasonable wear and tear and casualty damage excepted. Licensor shall comply with all maintenance obligations required by the Permit.



19. Indemnity.

- (a) Each Party hereby agrees to indemnify, defend and hold the other, its subsidiaries, affiliates and their respective officers, directors and employees harmless from and against any and all claims, damages, losses and expenses (relating to, among other things, any bodily injury, personal injury, or property damage) including, but not limited to, reasonable attorneys' fees and expenses, arising out of or resulting from: (i) breach of this Agreement; (ii) the conduct of each Party's business; (iii) any negligent act or omission or willful misconduct of the other Party; (iv) any action or inaction of either Party which directly or indirectly results in or contributes to any damage to, or contamination of, the environment, in any way, whether or not such action or inaction results in a breach of this Agreement; or (v) any of the foregoing with respect to any employee, agent, contractor, or subcontractor of either Party.
- (b) Each Party shall pay all fines, penalties, and other similar charges which may be imposed upon it or the other Party, its subsidiaries or affiliates because of the failure of the defaulting Party or its respective officers, agents, employees, contractors, or subcontractors in the course of the installation to adhere to applicable federal, state or local laws, ordinances, rules, regulations, or building and safety codes. Each Party shall give the other Party immediate notice of all charges, notices of violation, claims, proceedings and investigations involving the other Party, its subsidiaries, affiliates and their respective officers, directors, agents, or employees from and against all such fines, penalties, and other similar charges.
- (c) In any and all claims by an employee of either Party, any contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amounts or types of damages, compensation or benefits payable by or for such Party, any contractor or subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- (d) Each Party shall further hold harmless and indemnify the other, its subsidiaries, affiliates and their respective officers, directors and employees from and against any and all suits, claims, actions or liabilities whatsoever, including reasonable attorneys' fees and expenses, incurred in connection therewith or with successfully establishing the right of indemnification hereunder which arises out of breach or default by the indemnifying Party in performance of any obligation to be performed under this Agreement.
- (e) To the extent the Permit imposes any different or additional indemnification requirements on Licensor that pertain to the Premises or Licensee's use thereof, then such different or additional requirements shall be imposed upon and satisfied by the respective Party.

20. Environmental.

(a) Licensee shall not use or store any Hazardous Materials (defined below) of any kind on the Property except in accordance with applicable law. In the event the Property becomes contaminated by Hazardous Materials or contaminated waste materials brought, used, manufactured, or stored on the Property by Licensee or any of its agents, employees or independent contractors, Licensee shall be responsible for, and pay all costs for, the removal and disposal of all such materials as required by law.

(b) Licensee will be solely responsible for and will defend, indemnify and hold Licensor, its subsidiaries, affiliates and their respective officers, directors, employees and agents harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Property associated with Licensee's use of Hazardous Materials.

(c) Licensor will be solely responsible for and will defend, indemnify and hold Licensee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Property associated with Licensor's use of Hazardous Materials.



(d) "Hazardous Materials" means asbestos or any hazardous substance, waste or materials as defined in any applicable federal, state or local environmental or safety law or regulation including, but not limited to CERCLA.

(e) The obligation of this Paragraph 19 shall survive the expiration or other termination of this Agreement.

21. Notice.

All notices, requests, demands or other communications with respect to the Agreement, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery after being either mailed by United States first-class registered mail, postage prepaid, return receipt requested or deposited with an overnight courier service for next-day delivery to the parties at the following address(the addresses may be changed by either party by giving written notice).

Licensor: PTI US Towers II, LLC
c/o Phoenix Tower International Investments LLC
999 Yamato Road
Suite 100
Boca Raton, FL 33431
Ref. Site: US-NY-2029 / Exit 37 LIVERPOOL

Licensee: Bell Atlantic Mobile Systems LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate
Ref. Site: 5000957696 / Electronics Parkway

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920

22. Miscellaneous.

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

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

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

(d) This Agreement shall be construed in accordance with the laws of the county and state in which the Site is located.

(e) All Exhibits and Attachments annexed hereto form material parts of this Agreement and are incorporated herein.

(f) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(g) Each Party agrees and hereby waives any claim for consequential, incidental, punitive, damages or lost profits as to the other Party.



(h) The substantially prevailing Party in any litigation arising herewith shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(i) Intentionally Omitted..

(j) The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

(k) This Agreement shall be deemed a license for the Term and any Renewal Term set forth in Section 5 hereunder and may be revoked at any time by Licensor if NYSTA terminates the Permit. This Agreement shall not be in any way construed or deemed to provide an interest in real property of any kind.

{remainder of page intentionally blank – signature page to follow}



IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date of execution by the last Party to sign.

LICENSOR:

PTI US TOWERS II, LLC

A Delaware limited liability company

Signed by: Jose Antonio Abud
By: _____
Name: Jose Antonio Abud
Title: SVP Sales
Date: 7/23/2025 | 11:36:44 EDT

LICENSEE:

Bell Atlantic Mobile Systems LLC

d/b/a Verizon Wireless

Signed by: John Gallup
By: _____
Name: John Gallup
Title: Associate Vice President
Date: 7/23/2025 | 08:50:49 EDT

Initial
RW
Initial
HGM



Attachments:

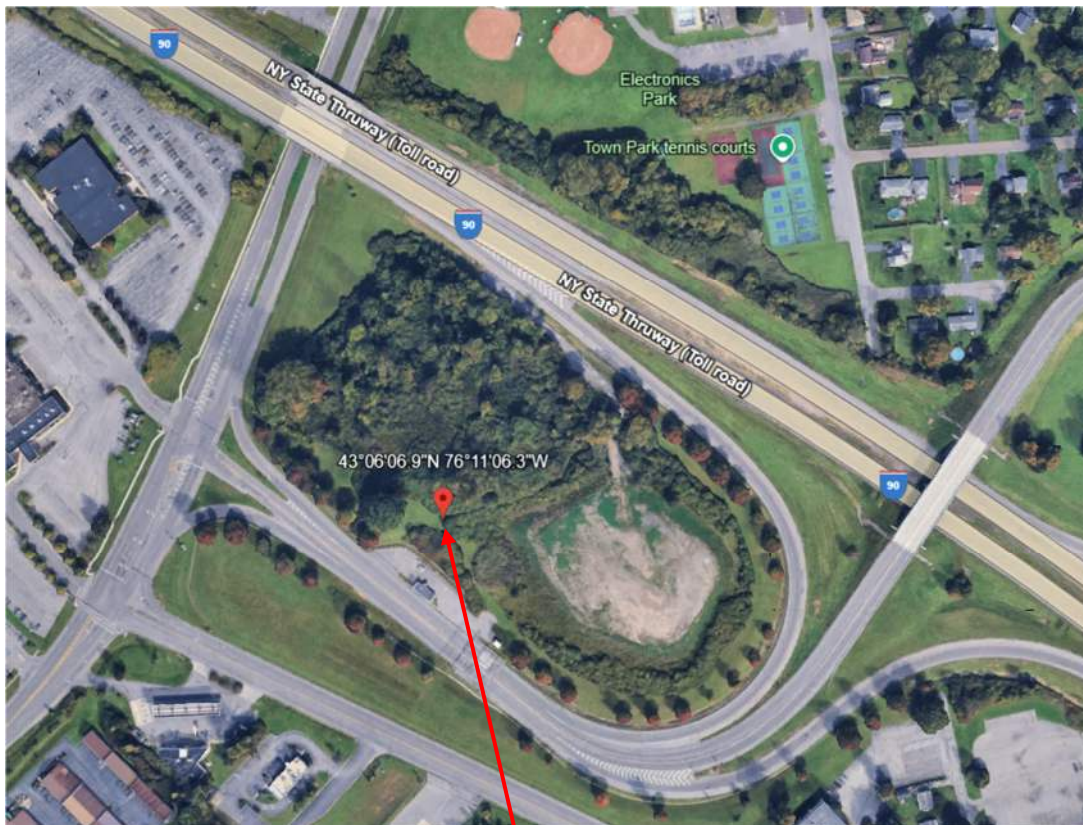
- Exhibit A: Property Description
- Exhibit B: Licensee's Facilities
- Exhibit C: Licensee's Premises
- Exhibit D: Permit
- Exhibit E: Contact Information



EXHIBIT A
DESCRIPTION OF PROPERTY

NYSTA Occupancy Permit No. (TBD), Facilities Site: Electronics Parkway, MILEPOST #: 283.79, NYSTA Exit 37, Liverpool, , New York 13088, Town of Salina, Onondaga County, New York, Tax Map No. 075.-01-11.1, Lat. N 43.101908, Long. W -76.185071.

(To be provided)



Tower Location



EXHIBIT B

LICENSEE'S FACILITIES

(See attached Collocation Application)





PHOENIX TOWER INTERNATIONAL U.S. Collocation Application

NOTE: ALL FIELD HEADERS WITH AN ASTERISK (*) ARE REQUIRED FOR APPLICATION PROCESSING.

***Check one:** **New** **Addition to Existing** **Modification** **Amendment No:** ***DATE APPLICATION SUBMITTED: 12/13/24**

***Please return this Application to:** ptiusapplications@phoenixintl.com

PTI Site Information

In accordance with current legislation, we inform you that the data provided will be processed by Phoenix Tower International Investments LLC to contact you. The legitimate basis is your express consent, which you may withdraw at any time. You may exercise, to the extent applicable, your rights of access, rectification or erasure, restriction of processing, objection, portability and to object to automated at 999 Yamato Road, Suite 100, Boca Raton, FL 33431, United States, or by sending an e-mail to privacy@phoenixintl.com. You can consult our privacy policy <https://www.phoenixintl.com/pti-privacy-policy>

*PTI Site ID:	US-NY2029
*PTI Site Name:	NYSTA Exit 37
*Revision Dates:	

I have read and accept the Privacy Policy.

By clicking, I acknowledge that I have read and accepted the privacy policy.

PTI SITE INFORMATION

*Latitude: 43.101908N	*Existing Tower Type: Guyed <input type="checkbox"/> SS <input type="checkbox"/> Monopole <input checked="" type="checkbox"/> Other <input type="checkbox"/>	*Select Site Type: Tower <input checked="" type="checkbox"/> Rooftop <input type="checkbox"/> Billboard <input type="checkbox"/> Other <input type="checkbox"/>
*Longitude: -76.185071W	*Existing Structure Height: 180'	*Tower Extension Required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, by how many feet:
		*Does Equipment extend above the top of Tower? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, by how many feet:
		*Does Equipment extend above the Billboard? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, by how many feet:

***Site Address / Location:** NYS Thruway (I-90) NYSTA Exit 37 Village of Liverpool Onondaga County, NY 13088 ***Pole Mount or Flush?**

TENANT INFORMATION

*Tenant Forecasted On-Air Date:			
*Tenant Name:	Verizon Wireless	*Tenant Legal Entity Name:	Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless
*Tenant Site Number & Name:	5000957696 / Electronics Parkway	*State of registration:	Delaware
*Tenant Project Number/Name:	17326150/Electronics Parkway	*Type of entity (LP, LLC, Corp) d/b/a: (If applicable)	LLC
*Tenant Project Manager Contact <i>(name/phone/email/address):</i>	Greg Hanley, 315-794-1093, Gregory.hanley@verizonwireless.com	*Notice Address for Lease:	One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920
		*With copies to:	
*Tenant RF Manager: <i>(name/phone/email/address):</i>	Tim Zarneke, 585-297-7006, tim.zarneke@verizonwireless.com	*Tenant Signatory: <i>(name & title)</i>	TBD
*Tenant Escalation Point (Decision Maker) or Manager: <i>(name/phone/email/address):</i>	Mark Coon, 585-321-5358, mark.coon@verizonwireless.com		

SITE ACQUISITION FIRM CONTACT INFORMATION

*Name of Company:	Pyramid Network Services, LLC	Contact Fax:	315-445-0653
*Contact Name:	Jack Redmond	*Contact Address:	6615 Towpath Road, East Syracuse, NY 13057
*Contact Number:	315-730-3281	*Contact Email:	jredmond@pyramidns.com

FINAL LOADING EQUIPMENT SPECIFICATIONS

Please indicate by entering NA in each section that is not applicable.

Equipment on Tower:	*Existing Equipment	*Final Configuration
*# of Antennas (Panels, Whip, etc.) <i>(QTY, Make / Model / Dimensions / Weight / Sector / RAD)</i>	(N/A)	(3)/ Samsung / MT6413-77A / 28.9"x15.75"x5.51" / 57.3 lbs. / A, B, G / 115' centerline
	()	(6) / Commscope / NHH-55C-R2B / 96"x15.6"x9" / 70 lbs. / A,B,G/ 115" centerline
	()	()
	()	()
	()	()
	()	()
*Antennas Frequencies		TX- 746-757 ; 880-890; 891.5-894; 1970-1975; 2115-2135; 2170-2180; 3700-3880 MHz RX- 776-787; 835-845; 846.5-849; 1715-1735; 1770-1780; 1890-1895; 3700-3880 MHz
*Is Frequency Licensed / Unlicensed / Subleased?		Licensed
Azimuth (degrees from true north)		10 / 130 / 275
*Mount Information (Ex. Type: Pipe Mount, etc.)	Type: Weight: RAD: Model #:	Type: 8' Sector Frame Weight: 380 lbs. RAD: 115' centerline Model #: 8' HD UPNY FRAME & STANDOFF
*# of Microwave Dish <i>(Make/Model/Dimensions/Weight/RAD)</i>	()	(N/A)
	()	()
	()	()
*# of ODU's: <i>(Make/Model/Dimensions/Weight/RAD)</i>	()	()
*Microwave Dish Frequencies		
*Is Frequency Licensed / Unlicensed / Subleased?		



U.S. Collocation Application

*# of RRUs/A2 Module Please add per Equipment <i>(QTY, Make / Model / Dimensions / Weight / Sector)</i>	(N/A)	(3) / Samsung / RF4461d-13A / 15"x15"x10.24" / 79.15 lbs. / A,B,G
	()	(3) / Samsung / RF4801d-25B / 21.81"x17.32"x7.26" / 88 lbs. / A,B,G
	()	()
	()	()
	()	()
	()	()
Azimuth (degrees from true north):		
*TMAs: <i>(QTY, Make / Model / Dimensions / Weight / Sector)</i>	(N/A)	(N/A)
	()	()
	()	()
*Diplexers: <i>(QTY, Make / Model / Dimensions / Weight / Sector)</i>	(N/A)	(N/A)
	()	()
	()	()
*Surge: <i>(QTY, Make / Model / Dimensions / Weight / Sector)</i>	(N/A)	(1) / Raycap / RVZDC-6627-PF-48 / 29.5"x16.5"x12.6" / 32 lbs.
	()	(1) Raycap / RxxDC-3315-PF-48 / 25.66"x15.73"x10.25" / 32 lbs.
	()	()
*Filters: <i>(QTY, Make / Model / Dimensions / Weight / Sector)</i>	(N/A)	(N/A)
	()	()
*RETs: <i>(QTY, Make / Model / Dimensions / Weight / Sector)</i>	(N/A)	(N/A)
*Relays: <i>(QTY, Make / Model / Dimensions / Weight / Sector)</i>	(N/A)	(N/A)
Miscellaneous: <i>(QTY, Make / Model / Dimensions / Weight / Sector)</i>	()	()
*Lines/Cables	Quantity: Size/s:	Quantity: 3 Size/s: 1-5/8" hybrid cables
*Cabinets (LxWxH)	3	
	Location: Ground/Rooftop: Ground Billboard: Catwalk/Light Rail/Rear/Side/Front/Double-Sided infrastructure:	
*EXISTING EQUIPMENT TO BE REMOVED: NA		
*NUMBER OR LINES/SIZES TO BE REMOVED: NA		
*If final configuration differs from lease rights, please add any reserved equipment rights here: NA		

EXISTING GROUND SPACE REQUIREMENTS

*Describe Equipment Shelter or Concrete Slab	N/A
*Exact Dimensions of Ground Space (in feet):	N/A

ADDITIONAL GROUND SPACE REQUIREMENTS

*Additional Ground Space Required? Yes or No:	Yes x or No If yes, what size (in feet)? 16' x 22.5'
*Generator Type (Diesel, Propane, or Natural Gas):	Diesel
*Compound Expansion Required? Yes or No:	Yes or No X If yes, what size (in feet)? x
*Utility Meter Yes or No (If yes, provide meter #):	Yes or No: Yes Meter #:

BACKHAUL

*Who is the Tenant's Backhaul solution Contact Person? TBD	
*Does the Tenant have existing Backhaul at this Site? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, who is the Tenant current Backhaul provider? Backhaul solution Type:
*If No, would the Tenant like PTI to provide a bid for Backhaul services? Yes <input type="checkbox"/> No <input type="checkbox"/> Other (please specify):	

***A brief synopsis of the scope of work or comment:**

New VZW colo on proposed monopole at NYSTA Exit 37. (9) proposed antennas, (6) proposed RRHs, (2) proposed OVP, (3) proposed 1-5/8" hybrid cables at 115' centerline. 16'x22.5' ground lease area for equipment cabinets and diesel generator.

PLEASE NOTE - All Equipment Lines are required to be installed inside the tower when space is available. Tenants will be charged an additional \$25.00 per line per month if equipment lines are installed on the outside of the tower even though there is available space inside the tower. PTI must approve any installation of lines on the outside of towers prior to installation commencement.



PHOENIX TOWER
INTERNATIONAL

PHOENIX TOWER INTERNATIONAL

U.S. Collocation Application

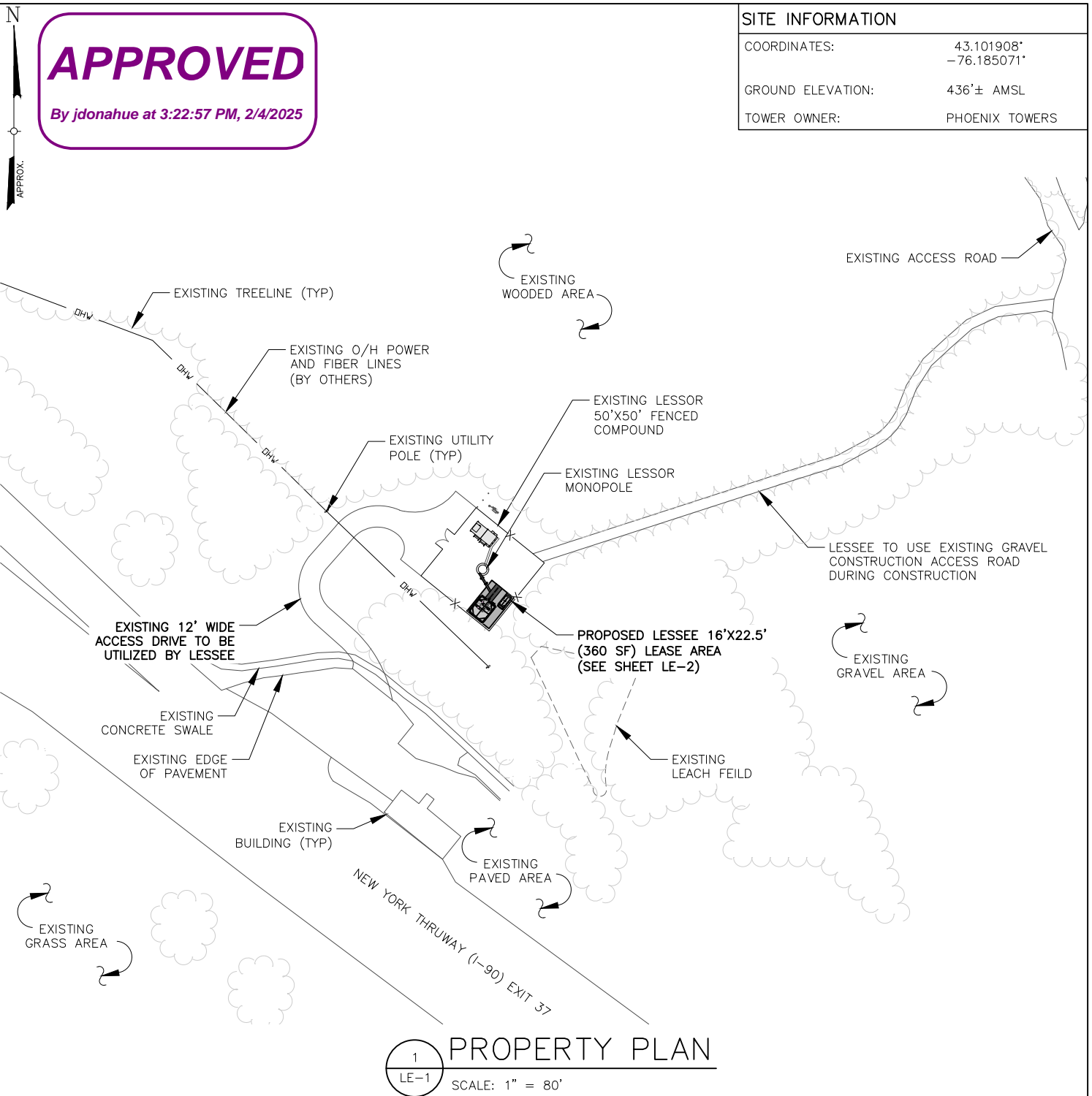
*REQUIRED SUBMISSIONS

- Application to be accompanied by Manufacturer's specifications of the Antenna, Microwaves, TMA, Mounting Brackets, Coax, Cabinets and/or Shelter, etc.
- Structural Analysis and/or Mount Analysis fees must be accompanied by application before review and approval can be issued to applicant.
- Lease Exhibit or Construction Drawings showing proposed installation must accompany the application submission.
- RFDS of proposed installation must be included with the application submission.
- This application is subject to engineering approval.
- Land-Owner Consent may be required.
- Upon signing of the site agreement, this application will be included as an Exhibit.
- This collocation application will be an exhibit to the final site lease agreement or amendment, and in the event of any inconsistencies between this application and any other document, this application shall control.
- RAD center is not granted until application is approved and signed.

EXHIBIT C
LICENSEE'S PREMISES

(See attached Lease Exhibit)






SITE INFORMATION	
COORDINATES:	43.101908° -76.185071°
GROUND ELEVATION:	436'± AMSL
TOWER OWNER:	PHOENIX TOWERS

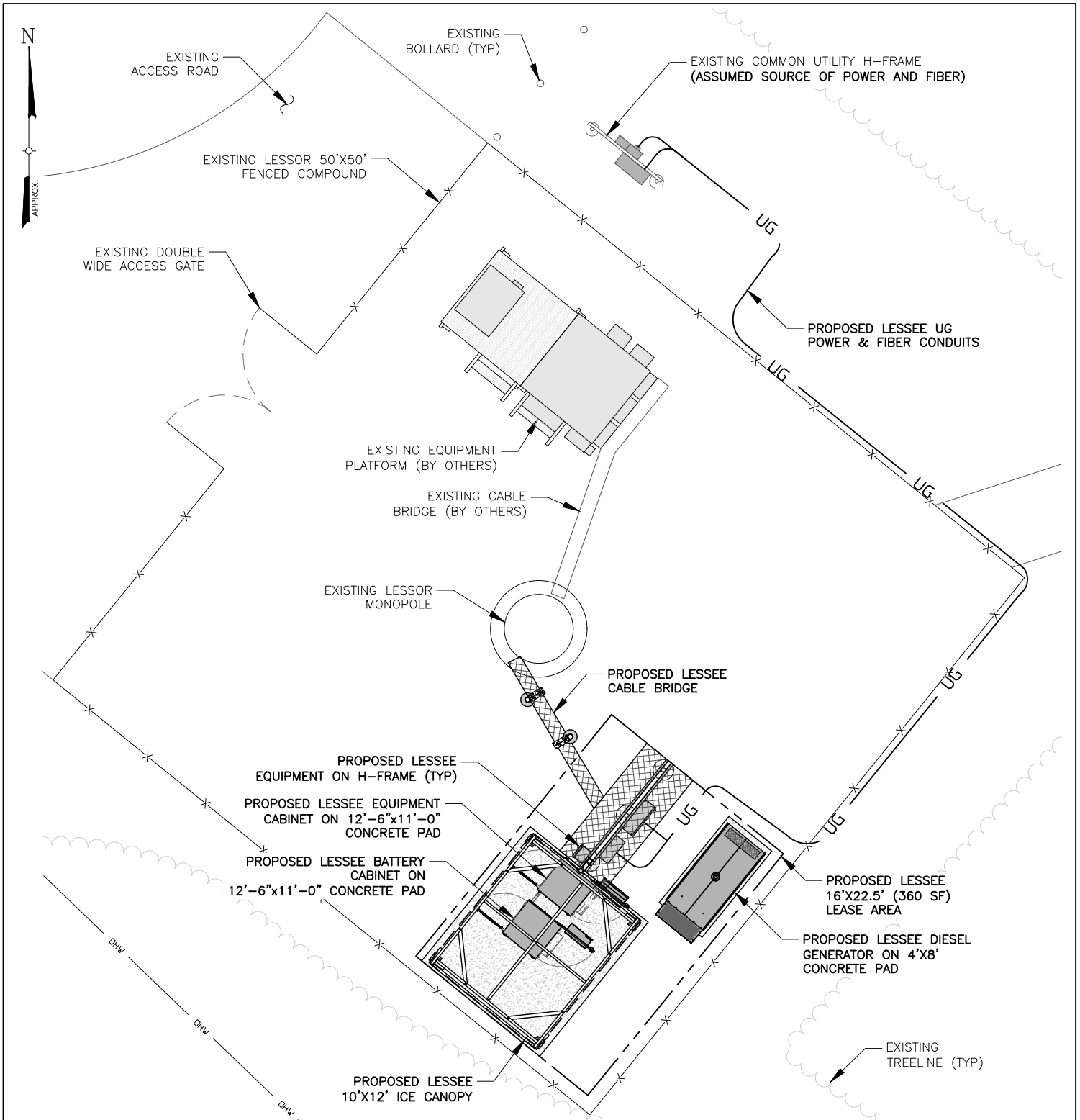
APPROVED
By jdonahue at 3:22:57 PM, 2/4/2025

1
LE-1
PROPERTY PLAN
SCALE: 1" = 80'

NOTE
1. THIS DRAWING IS FOR OPTION, LEASE, LICENSE AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
2. FINAL UTILITY EASEMENT LOCATION WILL BE DETERMINED BY THE UTILITY COMPANY.




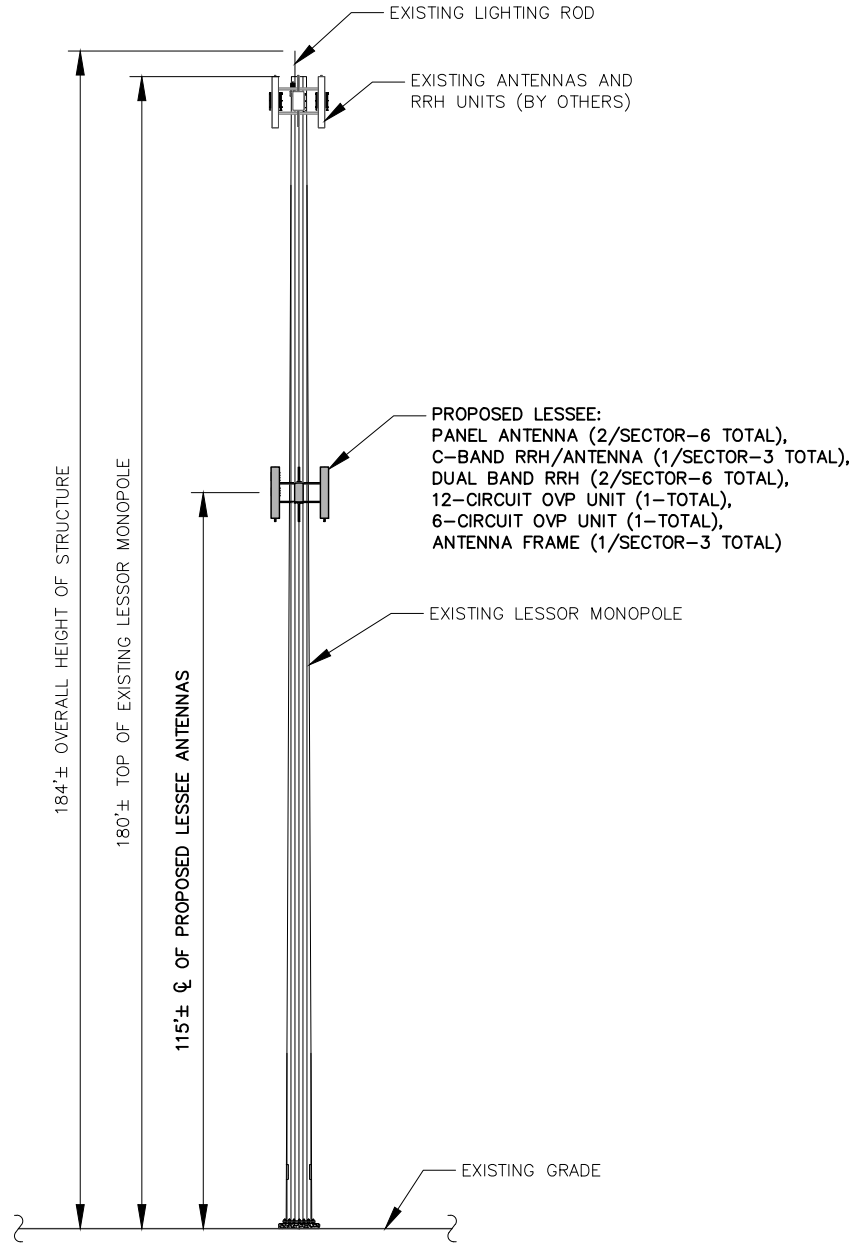
 Tectonic PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE. Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. Project Contact Info 36 British American Blvd. Phone: (518) 783-1630 Suite 101 (800) 829-6531 Latham, NY 12110 www.tectonicengineering.com	ELECTRONICS PARKWAY – LEASE EXHIBIT	
	FUZE ID#: 17326150 – MDG#: 5000957696	
	NYS THRUWAY EXIT 37 – CITY OF LIVERPOOL – ONONDAGA COUNTY, NY 13088	
	BELL ATLANTIC MOBILE SYSTEMS LLC. (LESSEE) 1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586	



1
LE-2
DETAIL SITE PLAN
SCALE: 1" = 10'



 <p>Tectonic PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE. Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. Project Contact Info 36 British American Blvd. Phone: (518) 783-1630 Suite 101 (800) 829-6531 Latham, NY 12110 www.tectonicengineering.com</p>	ELECTRONICS PARKWAY – LEASE EXHIBIT		
	FUZE ID#: 17326150 – MDG#: 5000957696		
	NYS THRUWAY EXIT 37 – CITY OF LIVERPOOL – ONONDAGA COUNTY, NY 13088		
	BELL ATLANTIC MOBILE SYSTEMS LLC. (LESSEE) 1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586		
TEC WO:12860.006	DRAFTED BY: SS	DATE: 01/30/25	SCALE: AS NOTED
SHEET: LE-2		REV: 1	



1 ELEVATION
LE-3 SCALE: 1" = 30'



Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
Project Contact Info
36 British American Blvd. Phone: (518) 783-1630
Suite 101 (800) 829-6531
Latham, NY 12110 www.tectonicengineering.com

ELECTRONICS PARKWAY – LEASE EXHIBIT

FUZE ID#: 17326150 – MDG#: 5000957696

NYS THRUWAY EXIT 37 – CITY OF LIVERPOOL – ONONDAGA COUNTY, NY 13088

BELL ATLANTIC MOBILE SYSTEMS LLC.

(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

**EXHIBIT D
PERMIT**

See attached Occupancy Permit No. (TBD)

Dated (TBD)

(To be provided)



EXHIBIT E
CONTACT INFORMATION

Phoenix Tower International - Contact Information:

Jackie Donahue
Project Manager - US Leasing & Development
999 Yamato Road, Suite 100
Boca Raton, FL 33431

Jdonahue@phoenixintl.com
570-360-1147

