

SECOND AMENDMENT TO THE LEASE OF REAL PROPERTY FOR OPERATION OF WIRELESS TELECOMMUNICATIONS FACILITY

THIS FIRST SECOND AMENDMENT TO THE LEASE OF REAL PROPERTY FOR OPERATION OF WIRELESS TELECOMMUNICATIONS FACILITY ("Amendment") is made as of March 15, 2021 (the "Effective Date") by and between PTI US TOWERS II, LLC, a Delaware limited liability company ("Lessee") and THE TOWNSHIP OF CLARK, a municipal corporation ("Lessor").

RECITALS

WHEREAS, Lessor and Lessee (as successor-in-interest to T-Mobile Northeast LLC, a Delaware limited liability company) are parties to that certain (i) Lease of Real Property for Operation of Wireless Telecommunications Facility, dated as of November 20, 2014 (the "Initial Lease"), and (ii) First Amendment to Lease of Real Property for Operation of Wireless Telecommunications Facility, dated as of October 12, 2015 (the "First Amendment"; together with the Initial Lease, the "Original Lease") for the lease of the Leased Premises (as defined in the Original Lease) forming a part of the real property located at 315 Westwood Avenue, Clark, New Jersey 07066 (the "Property"); and

WHEREAS, Lessor and Lessee desire to amend the terms of the Original Lease as provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee, intending to be legally bound agree as follows:

1. Recitals. The parties agree and acknowledge the Recitals above are true and correct, and the Recitals are incorporated in this Amendment, and thereby in the Original Lease, by this reference. Notwithstanding anything to the contrary set forth in the Original Lease, the Leased Premises shall be as described on Exhibit A attached hereto.
2. Commencement Date / Original Lease Amendments. Lessor and Lessee acknowledge and agree that (a) the "Commencement Date" as set forth in the Original Lease is November 20, 2014 and the "Initial Term" as set forth in the Original Lease expired on November 20, 2019, (b) the Original Lease is in the first Renewal Term and such Renewal Term is scheduled to expire on November 20, 2024. The phrase "four (4) additional terms" appearing in Section 4 of the Original Lease is hereby deleted in its entirety and replaced with the following: "six (6) additional terms".
3. Rent. Notwithstanding anything to the contrary set forth in the Original Lease, commencing on the first day of the month following the Effective Date, the monthly

Rent payable shall be Three Thousand and 00/100 Dollars (\$3,000.00). The Rent shall continue to escalate in accordance with the terms of the Original Lease.

4. Rent Escalation. The second sentence of Section 5.A. of the Initial Lease beginning with "Rent for each Renewal Term" is hereby deleted in its entirety. On November 20, 2021 and on each anniversary thereof, the Rent shall escalate by three percent (3%) over the Rent then being paid immediately prior to such date.
5. Consideration. In consideration for executing this Amendment, Lessee shall pay to Lessor a one-time lump sum payment of Five Hundred Seventy-Six Thousand and 00/100 dollars (\$576,000.00) (the "Consideration").
6. Lessee's Notice Address: All notices, requests, demands and other communications to Lessee with respect to the Lease shall be in writing and delivered to the following address:

PTI US TOWERS II, LLC
Attention: Legal Department
999 Yamato Road, Suite 100
Boca Raton, Florida 33431
PTI Site ID Reference: US-NJ-1005

7. Miscellaneous. Except as otherwise provided for in this Amendment, the Original Lease shall remain in full force and effect. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Original Lease. In the event of any conflict or inconsistency between the terms of this Amendment and the Original Lease, the terms of this Amendment shall govern and control. This Amendment may be executed by facsimile and in any number of counterparts, any of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. This Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories and shall have been delivered to all parties. The parties understand, acknowledge and agree that execution and delivery of this Amendment by facsimile or as a ".pdf" shall be deemed for all purposes to be enforceable as an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of Effective Date.

LESSOR:

THE TOWNSHIP OF CLARK,
a municipal corporation,

By: 
Name: _____
Title: *Mayor*

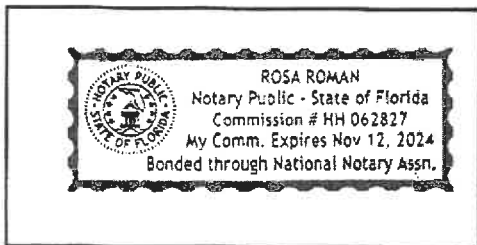
LESSEE:

PTI US TOWERS II, LLC,
a Delaware limited liability company

By: 
Name: Dagan Kasavana
Title: CEO

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 9th day of April 2021 by **Dagan Kasavana** as Chief Executive Officer of **PTI US Towers II, LLC**, personally known.





Notary Public
Print Name Rosa V. Roman
My commission expires: Nov. 12, 2024

Exhibit A

Leased Premises

SITUATED IN THE TOWNSHIP OF CLARK, COUNTY OF UNION, STATE OF NEW JERSEY:

BEING A PORTION OF:

KNOWN AND DESIGNATED AS PLOT NO. 1138 AS LAID OUT AND SHOWN ON A CERTAIN MAP ENTITLED "MAP OF RAHWAY ESTATES, SITUATED IN UNION COUNTY, N.J., PROPERTY OF THE KLINE REALTY & IMPROVEMENT COMPANY, SURVEYED BY MASON AND SMITH, CIVIL ENGINEERS OF PERTH AMBOY, N.J., JANUARY 1909, AND FILED IN THE OFFICE OF THE REGISTER OF UNION COUNTY." SAID PLOT IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTHWEST IT IS BOUNDED BY ROBINSON AVENUE; ON THE SOUTHWEST BY PLOT NO. 1137; ON THE SOUTHEAST BY PLOT NO 1147 AND ON THE NORTHEAST BY PLOT NOS. 1139 TO 1142, BOTH INCLUSIVE, IT BEING A PLOT 50 FEET IN WIDTH FRONTING ON SAID ROBINSON AVENUE AND 200 FEET IN DEPTH.

AND

ONE PLOT OF LAND BEING 100 FEET IN WIDTH AND 200 FEET IN DEPTH, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHEAST IT IS BOUNDED BY WESTFIELD AVENUE, ON THE SOUTHEAST IT IS BOUNDED BY LOT #1141, ON THE SOUTHWEST IT IS BOUNDED BY LOT #1138, ON THE NORTHWEST IT IS BOUNDED BY ROBINSON AVENUE, BEING KNOWN AS AND BY LOTS #1139 AND #1140, AS LAID OUT AND SHOWN ON A CERTAIN MAP ENTITLED "MAP OF RAHWAY ESTATES, SITUATED IN UNION COUNTY, N.J., PROPERTY OF THE KLINE REALTY & IMPROVEMENT COMPANY, SURVEYED BY MASON AND SMITH, CIVIL ENGINEERS OF PERTH AMBOY, N.J., JANUARY 1909, AND FILED IN THE OFFICE OF THE REGISTER OF UNION COUNTY."

AND

ONE PLOT OF LAND BEING 50 FEET IN WIDTH AND 200 FEET IN DEPTH, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHEAST IT IS BOUNDED BY WESTFIELD AVENUE, ON THE SOUTHEAST IT IS BOUNDED BY PLOT #1142. ON THE SOUTHWEST IT IS BOUNDED BY PLOT #1138, AND ON THE NORTHWEST IT IS BOUNDED BY PLOT #1140, BEING KNOWN AS AND BY #1141, AS LAID OUT AND SHOWN ON A CERTAIN MAP ENTITLED "MAP OF RAHWAY ESTATES, SITUATED IN UNION COUNTY, N.J.,

PROPERTY OF THE KLINE REALTY & IMPROVEMENT COMPANY, SURVEYED BY MASON & SMITH, C.E. OF PERTH AMBOY, N.J., JANUARY 1909, AND FILED IN THE OFFICE OF THE REGISTER OF UNION COUNTY."

BEING THE SAME PROPERTY CONVEYED TO THE TOWNSHIP OF CLARK, IN THE COUNTY OF UNION, A MUNICIPAL CORPORATION, GRANTEE, FROM ELIZABETH W. ARMSTRONG, UNMARRIED, GRANTOR, BY DEED RECORDED 05/20/1949, IN BOOK 1756, PAGE 67, OF THE UNION COUNTY RECORDS.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO THE TOWNSHIP OF CLARK, IN THE COUNTY OF UNION, A MUNICIPAL CORPORATION, GRANTEE, FROM THOMAS L. DOWD, ET. ALS., GRANTOR, BY DEED RECORDED 10/15/1937, IN BOOKK 1352, PAGE 35, OF THE UNION COUNTY RECORDS.

TAX I.D. NO.: BLOCK 198 LOT 10