

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

THIS THIRD AMENDMENT TO THE LEASE OF REAL PROPERTY FOR OPERATION OF WIRELESS TELECOMMUNICATIONS FACILITY ("Third Amendment") is made as of November 27, 2023 (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 (i) the Lease of Real Property for Operation of Wireless Telecommunications Facility, dated as of November 20, 2014 (the "Initial Lease"); (ii) the First Amendment to Lease of Real Property for Operation of Wireless Telecommunications Facility dated as of October 12, 2015 (the "First Amendment"); and (iii) the Second Amendment to Lease of Real Property for Operation of Wireless Telecommunications Facility dated March 17, 2021 (the "Second Amendment"), together with the Initial Lease and the First Amendment, 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 Third 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. Consideration. In consideration for executing this Third Amendment, Lessee shall pay to Lessor a one-time lump sum payment of Six Hundred Twenty-Five Thousand and 00/100 dollars (\$625,000.00) (the "Third Amendment Consideration"). Said Third Amendment Consideration represents advanced prepaid Rent and, in addition to Consideration previously provided by Lessee to Lessor pursuant to the Second Amendment as defined therein, shall discharge and satisfy Lessee's obligation to pay Rent pursuant to Paragraph 5 of the Original Lease for the duration of the Term as extended herein by this Third Amendment.

3. Term. Lessor and Lessee agree that the Term (as defined in the Original Lease) is extended thirty (30) years from the Effective Date of this Third Amendment through and including _____, 2054
4. Miscellaneous. Except as otherwise provided for in this Third 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 Third Amendment and the Original Lease, the terms of this Third Amendment shall govern and control. This Third Amendment may be executed electronically 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 Third 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 Third Amendment to be executed
as of Effective Date.

LESSOR:

THE TOWNSHIP OF CLARK,
a municipal corporation,

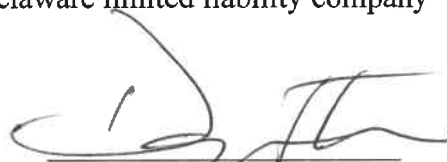
By: 

Name:

Title:

LESSEE:

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

By: 

Name: Dagan Kasavana

Title: CEO

Exhibit A

Leased Premises

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

A PORTION OF PLOT 1139 AND PLOT 1138 ON PREMISES LAID OUT AND SHOWN ON A CERTAIN MAP ENTITLED "MAP OF RAHWAY ESTATES SITUATED IN UNION COUNTY, N. J., PROPERTY OF THE KLINE REALTY AND IMPROVEMENT COMPANY, SURVEYED BY MASON & SMITH, CIVIL ENGINEERS OF PERTH AMBOY, N. J. JANUARY 1909, AND FILED IN THE OFFICE OF THE REGISTER OF UNION COUNTY, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WILSON DRIVE AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WESTFIELD AVENUE, FROM WHICH A 1 1/4" IRON PIPE BEARS N25°02'01"W, A DISTANCE OF 133.56 FEET AND A 1" IRON PIPE BEARS S65°07'08"E, A DISTANCE OF 237.85 FEET; THENCE SOUTH 39°12'47" WEST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WILSON DRIVE A DISTANCE OF 187.19 FEET; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE SOUTH 50°47'13" EAST, A DISTANCE OF 12.07 FEET TO THE NORTHWESTERLY FENCE CORNER OF A CHAIN LINK TOWER ENCLOSURE AND THE POINT OF BEGINNING; THENCE ALONG THE FENCE OF SAID ENCLOSURE, THE FOLLOWING 6 COURSES: (1) THENCE SOUTH 51°10'41" EAST, A DISTANCE OF 19.58 FEET; (2) THENCE NORTH 38°40'01" EAST, A DISTANCE OF 20.36 FEET; (3) THENCE SOUTH 49°29'12" EAST, A DISTANCE OF 12.31 FEET; (4) THENCE SOUTH 38°11'11" WEST, A DISTANCE OF 36.99 FEET; (5) THENCE NORTH 51°32'41" WEST, A DISTANCE OF 32.10 FEET; (6) THENCE NORTH 38°20'29" EAST, A DISTANCE OF 17.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 798 SQUARE FEET OR 0.0183 ACRES, MORE OR LESS.

Prepared by:
Phoenix Tower International
999 Yamato Road, Suite 100
Boca Raton, FL 33431
US-NJ-1005

**MEMORANDUM OF THIRD AMENDMENT TO THE LEASE OF REAL PROPERTY FOR
OPERATION OF WIRELESS TELECOMMUNICATIONS FACILITY**

This Memorandum of Third Amendment to Lease Agreement (“**Memorandum**”) is dated as of the 27 day of November, 2023 (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**”), evidencing that certain (i) Lease of Real Property for Operation of Wireless Telecommunications Facility, dated as of November 20, 2014; (ii) First Amendment to Lease of Real Property for Operation of Wireless Telecommunications Facility dated as of October 12, 2015; and (iii) Second Amendment to Lease of Real Property for Operation of Wireless Telecommunications Facility dated March 17, 2021 (collectively, “**Lease**”) with respect to the Leased Premises (as defined in the Lease), which is a portion of the real property described in **Exhibit “A”**:

Tenant has the exclusive right to use the Leased Premises for the purpose of installing, operating and maintaining wireless communications facilities and related improvements, as further set forth in the Lease. A description of the Leased

The Lease commenced on November 20, 2014, is currently in effect, and currently provides for the lease of the Premises by Landlord to Tenant through Nov 20, 2054.

Landlord ratifies, restates and confirms the Lease and currently leases the Premises to Tenant, subject to the terms and conditions of the Lease. This Memorandum is solely for the

purpose of giving notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Memorandum as of the Effective Date.

LESSOR:

THE TOWNSHIP OF CLARK,
a municipal corporation,

By: 
Name:
Title:

ACKNOWLEDGMENT

STATE OF NJ }
COUNTY OF UNION }

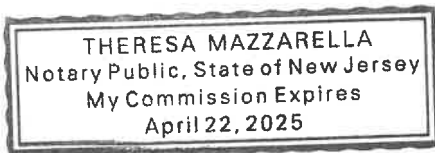
On this 27 day of November, 2023 before me THERESA MAZZARELLA (notary public), personally appeared SALVATORE BONACCORSO (print name), MAYOR of TOWNSHIP OF CLARK, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEW JERSEY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Theresa Mazzarella (notary public)

(NOTARY SEAL)



[Signatures Continue on the Following Page]

LESSEE:

PTI US Towers II, LLC

By: 

Name: Dagan Kasavana

Title: CEO

STATE OF FLORIDA

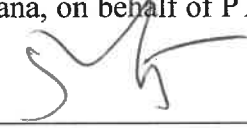
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before by ☒ physical presence or ☐ online
me this 1st day of December, 2023, by Dagan Kasavana, on behalf of PTI US Towers II,
LLC, a Delaware limited liability company.

(Seal)



Steia Mattos
Comm.: HH 161107
Expires: Aug. 4, 2025
Notary Public - State of Florida


Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: ✓

OR Produced Identification: _____

Type of Identification Produced: _____

Exhibit A

Legal Description

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

KNOWN AND DESIGNATED AS PLOT 1142 ON PREMISES LAID OUT AND SHOWN ON A CERTAIN MAP ENTITLED "MAP OF RAHWAY ESTATES SITUATED IN UNION COUNTY, N. J., PROPERTY OF THE KLINE REALTY AND IMPROVEMENT COMPANY, SURVEYED BY MASON & SMITH, CIVIL ENGINEERS OF PERTH AMBOY, N. J. JANUARY 1909, AND FILED IN THE OFFICE OF THE REGISTER OF UNION COUNTY."

SAID PLOT BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHEAST IT IS BOUNDED BY WESTFIELD AVENUE, ON THE NORTHWEST BY PLOT 1141, ON THE SOUTHWEST BY PLOT 1138 AND ON THE SOUTHEAST BY PLOT 1143; IT BEING A PLOT 50 FEET IN WIDTH BY 200 FEET IN DEPTH.

BEING THE SAME PROPERTY CONVEYED TO THE TOWNSHIP OF CLARK, A NEW JERSEY MUNICIPAL CORPORATION FROM FRANK J. GALLAGHER, BY CIVIL ACTION JUDGMENT, RECORDED APRIL 21, 1955, IN DEED BOOK 2183, PAGE 443, OF THE UNION COUNTY RECORDS.

TAX I.D. NO.: BLOCK 198 LOT 14.

Exhibit B

Leased Premises

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

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CONTAINING 798 SQUARE FEET OR 0.0183 ACRES, MORE OR LESS