

## TOWER LICENSE AGREEMENT

THIS LICENSE has been prepared this \_\_\_\_ day of OCTOBER, 1995, between WINTERSRUN COMMUNICATIONS, INC., A New Jersey Corporation, having an office at 205 W. Parkway Drive, Pleasantville, New Jersey 08232, Federal Tax ID #22-2778544, (hereinafter called "LICENSOR"), and TEMPLE UNIVERSITY OF THE COMMONWEALTH SYSTEM HIGHER EDUCATION ("TEMPLE"), a Pennsylvania Not-for-Profit Corporation, having an office at 111 Annenberg Hall, 011-00, 13th and Diamond Streets, Philadelphia, Pa. 19122 (hereinafter called "LICENSEE").

### BACKGROUND

WHEREAS, LICENSOR is the owner of a certain tower ("TOWER") situated at: 39° 19' 15" North Latitude and 74° 46' 17" West Longitude and adjacent Real Property, both situated in Atlantic County, Corbin City, New Jersey.

WHEREAS, LICENSEE desires to utilize the above-referenced Tower, a pre-determined footprint in Licensor's Transmitter Building for Licensee's broadcast transmitter with associated rack equipment, and, upon notification by Licensor, the right to occupy a 10' x 10' portion of the adjacent fenced-in compound for the installation of a modular transmitter building which shall be used for the operation of FM Radio Station WRTQ which is licensed to Ocean City, New Jersey.

NOW, THEREFORE, the parties, intending to be legally bound hereby and in consideration of the terms, provisions and covenants herein contained, do agree as follows:

### DEFINITIONS:

As used in the LICENSE, the following words have the meanings herein specified, unless the context otherwise connotes:

(a) "COMMENCEMENT DATE" shall be July 1st, 1994. Licensor has granted Licensee the right to construct and operate WRTQ with no License Fee for any occupancy prior to the Commencement Date;

(b) "LICENSOR" means the owner of the Tower and the Real Property at the time of the particular determination;

(c) "LICENSE" means this instrument, as originally executed or as it may, from time to time, be modified or amended;

(d) "LICENSE YEAR" means a period of twelve (12) consecutive months commencing on the Commencement Date of the Initial Period of this License or on any anniversary of such date;

(e) "LICENSEE" means TEMPLE UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION, as well as the owner at any time of the interest of LICENSEE under this License;

(f) "PARTY OF INTEREST" means Tower Economics Company which has been duly appointed Management Agent by LICENSOR to market, manage, and perform all billing functions for the LICENSOR.

(g) "TENANT" means any other user or broadcaster now or hereafter on the Premises and may, where the context so indicates, include the LICENSEE or the LICENSOR;

(h) "INTERFERENCE WITH A BROADCASTING ACTIVITY" means (a) a condition existing which constitutes "interference" within the meaning of the provisions of the recommended practices of the Electronics Industry Association ("EIA") as well as the rules and regulations of the Federal Communications Commission ("FCC") then in effect, or (b) there exists a material impairment of the quality of either the sound or picture signals of a broadcasting activity of any Tenant on the Tower in a material portion of the broadcast service area of such activity as such area is or may be permitted by the FCC at any time during the period of such activity, as compared to that which were obtained prior to LICENSEE's commencement of or alterations to their operations from the Tower;

(i) "PREMISES" means that certain real property, owned by LICENSOR, on which are located a 502 foot Tower, adjacent Buildings and parking areas, situated on a plot of ground located off State Highway 50, 375 meters southwest of Buck Hill Road in Corbin City, New Jersey;

(j) "EQUIPMENT" means the equipment as more specifically detailed on EXHIBIT "A" attached hereto in which LICENSEE has an ownership interest;

(k) "DEMISED PREMISES" means those positions on the Tower and the area within the fenced-in compound as specifically detailed in Exhibit "D" attached hereto;

(l) "TRANSMITTER BUILDING" means a 10' x 10' modular structure to be installed within Licensor's fenced-in compound at a position depicted on Exhibit "D":

(m) "TOWER" means Licensor's Tower located on the Premises. Such Tower extends 499 feet above ground and is supported by guy wires.

## **SECTION 1. USE OF TOWER**

(a) LICENSOR hereby grants LICENSEE the right to install, maintain and operate the Equipment, which is limited to that specifically detailed on Exhibit "A" at Licensee's sole cost and expense. The initial location of such Equipment on the Tower is as specifically set forth on Exhibit "B" attached hereto and made a part hereof.

(b) Tower Reinforcement. Licensor and Licensee acknowledge that Licensee has participated in funding two reinforcement procedures on subject Tower, in 100% compliance with Pirod's Structural Re-analysis Reports, as follows:

(i) Dated October 26th, 1993 and January 20th, 1994, in conjunction with Bell Atlantic Mobile Systems and Orion Broadcasting Systems, Inc.

(ii) Licensee funded the insulation of certain guy cables pursuant to requirements of its antenna manufacturer. A description of this installation, materials used, suppliers and contractors employed, drawings depicting installation are contained in Exhibit "B-2".

(c) During the term of this Agreement and extensions thereof, upon sixty (60) days written notice from Licensee to Licensor, Licensor will consider additional requests to enable Licensee to relocate or add equipment on the tower, subject to:

- 1) For each occasion, a Structural Re-Analysis Report by tower manufacturer, Pirod, Inc.
- 2) Non-interference and non-disturbance with/to any equipment installed on the tower by Licensor, its Tenants, successors and assigns.
- 3) Increase in License Fees, to be negotiated.
- 4) Section 4 of this Agreement.

## **SECTION 2. TRANSMITTER BUILDING, ACCESS & SECURITY** **GENERAL PREMISES**

(a) 1. Licensor grants to Licensee the non-exclusive right to install, operate and maintain Licensee's broadcast transmitter and associated rack equipment in Licensor's Transmitter Building. The aggregate footprint to be occupied by Licensee's equipment shall not exceed ' x ' in a position to be designated solely by Licensor.

2. Licensee shall be required to install dedicated electrical service to its equipment by July, 1996, including a meter, at Licensee's sole cost and expense. Such installation and contractor to be approved in advance by Licensor.

3. Licensee shall pay for its electrical consumption as reflected by above-referenced meter. Such payments shall be made directly to the serving public utility. If the utility is unable to establish a direct

customer relationship with Licensee, then Licensee shall promptly reimburse Licensor every month for Licensee's power consumption as invoiced by Licensor or Licensor's designee.

4. It is understood that only authorized engineers, employees or properly authorized contractors, subcontractors and agents of Licensee, FCC inspectors, or persons under their direct supervision and control will be permitted to enter Licensor's Transmitter Building.

(b) 1. Licensee understands that Licensor retains the right to recover the space in Licensor's Transmitter Building which is occupied by Licensee's equipment. In such event, Licensor shall give no less than one hundred & twenty (120) days written notice to Licensee and shall fully cooperate with Licensee's efforts to promptly erect the transmitter building on land within the compound of a size to accommodate Licensee's reasonable needs at Licensee's sole cost and expense.

2. Licensee shall submit to Licensor for Licensor's approval, all plans and drawings for which Licensee intends to seek approval from all regulatory authorities having jurisdiction over subject Premises. Licensor may not unreasonably withhold or delay its approval.

3. Given the requisite municipal and other required approvals (all of which have been obtained by Licensee at Licensee's sole expense), Licensor hereby grants to Licensee the conditional use of the designated parcel of land depicted on Exhibit "D" on which to construct Licensee's dedicated Transmitter Building. Licensee, prior to commencing any construction or installations, shall obtain the insurance specified in Section 20 hereof, and provide to Licensor certificates of such insurance.

Licensor understands that Licensee's facilities may require the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under or along a right-of-way extending from the nearest public right-of-way to the Demised Premises. If required by Licensee, such installation and right-of-way for access will be depicted on Exhibit "D" and attached hereto and made a part hereof within ninety (90) days of Commencement Date. In the event any public utility is unable to use the Licensor's designated right-of-way, Licensor agrees to make available an alternate right-of-way to Licensee or to the public utility at no cost to Licensee. If such cable installation runs near Licensor's sprinkler system, Licensee shall be responsible for coordinating such installation with Licensor and for repairing any damage Licensee's contractor may cause to said sprinkler system.

(c) Licensee shall have the right in common only with Licensor to have access to Licensee's Transmitter Building including, without limitation, the right at any time to operate, repair, maintain, inspect or replace the Equipment. Licensee shall provide Licensor with a list of personnel authorized to enter the Premises as well as their requisite insurance certificates. It is understood that, other than Licensor and approved personnel of Licensee, access to Licensee's Transmitter Building will be strictly prohibited. Licensee will provide Licensor with a key to Licensor's Transmitter Building.

(d) Licensor will provide Licensee with parking facilities at the Premises.

(e) Licensee's access to the Premises does not include the Tower and areas immediately surrounding the Tower. LICENSEE's access to the Tower is strictly limited to either LICENSOR's tower contractor or a contractor specifically approved by LICENSOR. This restriction applies to initial installation as well as subsequent installations and maintenance of Equipment on Tower. The names of LICENSEE's service technicians authorized to enter the Premises and/or perform services, shall be submitted to LICENSOR in advance. This list shall be periodically updated as the need arises. (See Exhibit "E"). LICENSEE agrees that its authorized service technicians will observe all reasonable security procedures now, or in the future, placed in effect. Licensor agrees to give Licensee 24-hour-a-day, 365 days-a-year ingress and egress to the Demised Premises during the continuation of this License Agreement.

(i) LICENSEE agrees to be responsible for any damage, vandalism or pilferage caused to the Premises, and/or any other property owned by LICENSOR or any Tenant, which can be reliably traced to a breach of Licensee's earlier-referenced security procedures, and those procedures included in paragraph 2(b)(iii), by LICENSEE or any of its agents or representatives. LICENSEE further agrees to exercise firm control over its personnel requiring access to the Premises and will keep to a minimum the number of such personnel visiting this installation and the frequency of their visits. Licensee shall be responsible for locking the gate to Licensor's driveway and the second gate to Licensor's fenced-in compound, and for locking Licensor's Transmitter Building or Licensee's own Transmitter Building, following each visit to the Premises by Licensee and Licensee's representatives.

(ii) LICENSOR agrees not to permit unauthorized persons access to LICENSEE's Demised Premises but, in no event is LICENSOR responsible for supervision of personnel of other Licensees. All risk of loss of and to LICENSEE's Equipment in and on LICENSEE's Demised Premises shall be LICENSEE's sole risk, except loss due to the gross negligence of LICENSOR, its agents or employees.

(iii) For maintenance purposes, LICENSEE will be given keys or other type of security device to unlock the gates to the Premises on which LICENSEE's Demised Premises is located. If this key or other device is lost, LICENSEE will bear the expense of retooling two locks (or altering security codes) and providing twelve (12) new keys or other devices. Such keys, locks or other devices will be obtained by LICENSOR and billed to LICENSEE. A similar procedure shall be in place during the period Licensee occupies Licensor's Transmitter Building.

(f) During the term hereof, LICENSEE shall be solely responsible for the repair and maintenance, both structural and non-structural, of Licensee's Transmitter Building. Repair shall include replacement. Licensor bears no responsibility whatsoever for damage thereto. Under normal weather conditions, Licensor shall maintain the access road leading to the Tower and the Demised Premises.

### **SECTION 3. INTERFERENCE WITH A BROADCASTING ACTIVITY**

(a) LICENSEE shall conduct its broadcasting activities in accordance with all FCC regulations, and sound engineering practices, and shall cooperate to the fullest extent with other tenants and LICENSOR, so as to anticipate and prevent any interference with a broadcasting activity of any and all tenants installed prior to the Commencement Date of this Agreement as currently constituted. In the event the use of LICENSEE's Equipment results in interference with a broadcasting activity, LICENSEE shall be so notified and shall take immediate steps to correct such interference. Failure of LICENSEE to do so within thirty (30) days of such notice shall constitute a material breach of this Agreement and LICENSEE hereby authorizes LICENSOR to take whatever steps are necessary to prevent or correct such interference in the event of LICENSEE's failure to promptly do so.

(b) LICENSEE shall comply with any conditions which the FCC and/or any other governmental authority may impose with respect to the installation and/or operation of LICENSEE's antennas, transmission lines, transmitters, switching gear, or any other Equipment which LICENSEE may install on/or adjacent to the Tower and Transmitter Building pursuant to this Agreement; and shall pay for all legal, engineering and other expenses incident hereto.

(c) Effective with the Commencement Date of this Agreement, LICENSOR will neither make nor allow changes or installations to be made on the Tower, related facilities, or facilities of other Licensees, which will impair or interfere in any way with LICENSEE's transmit and receive operations. In the event such interference to LICENSEE's operations does occur, LICENSOR shall be so notified and shall take immediate steps to correct such interference. Failure of LICENSOR to do so within thirty (30) days of such notice, shall constitute a material breach of this Agreement and LICENSEE shall be entitled to equitable relief upon any breach hereof.

Licensor accepts no responsibility whatsoever for any interference affecting Licensee's transmit and/or receive operations which may, in the future, be caused by WBSS-FM at 97.3 MHz, Bell Atlantic Mobile Systems (BAMS) or by any signal or station co-located on subject Tower, which was operating prior to Licensee's Commencement Date.

(d) Due to the unique nature of the zoning variance awarded to Licensor, Licensee is fully responsible for the prompt correction of any and all broadcast interference (TVI) reported by any business or residence in the Corbin City area that is attributable to Licensee's broadcast operations. No exceptions can be permitted without the written consent of Licensor. Interference in this instance is defined as that caused directly or indirectly by the operations of Licensee. Licensee understands that its operations must not jeopardize the relationship between Licensor and the local citizens and regulatory authorities. It is acknowledged that Licensor has experienced such interference with TV sets in the vicinity of the Tower and has handled such complaints on an independent basis. LICENSEE will bear full cost of immediately resolving all local residential Radio and Television complaints which may arise from the Licensee's operations and/or the co-location of LICENSEE's, LICENSOR's, or any other pre-existing Tenant's facilities which are attributable to Licensee's operation. LICENSEE will also provide LICENSOR with procedures to be followed in the event residential complaints are directed to LICENSOR as to Radio and Television Interference complaints. Such procedures must provide for twenty-four (24) hour response time from receipt of any residential complaint.

(e) LICENSEE shall also bear the full cost of purchase and installation of any necessary filter devices as may be necessary to reduce intermodulation products caused by the co-location of the LICENSEE's, LICENSOR's, and other pre-existing Tenant's facilities and which are attributable to Licensee's operations, to at least those levels presently required by FCC regulations. Should future regulations, or litigation with outside parties require that said products be reduced further, LICENSEE shall bear full cost of purchase and installation of additional filters for both facilities.

**SECTION 4. REPLACEMENT OF EXISTING EQUIPMENT, as described and depicted on EXHIBIT "A" or "B"**

(a) Should any future modification, change, replacement, addition or improvement be required by LICENSEE with respect to any aspect of the installation or type of Equipment installed on the Tower, such modification, change, replacement, addition or improvement may be made only after the written consent of LICENSOR is obtained, such consent to be at the sole discretion of the LICENSOR. All additions to LICENSEE's Equipment mounted on the Tower will be governed by structural considerations (see Section 4(b), and be subject to increased License Fees to be negotiated.

(b) Any change of Equipment must be accomplished within the allowable loads and stress parameters of the Tower structure pursuant to EIA RS-222-E. Upon completion, LICENSEE shall furnish LICENSOR with a comprehensive report by a mutually acceptable and fully qualified tower construction/maintenance contractor. The completion report shall confirm that installation was performed in precisely the manner and with the equipment to which consent was given, without any change whatsoever (unless such change had the prior written consent of LICENSOR).

**SECTION 5. COMPLIANCE WITH THE LAW AND MAINTENANCE OF TOWER & BUILDING**

(a) LICENSEE shall comply with all applicable laws, rules and regulations, local, state and federal, in connection with the installation, maintenance, use and operation of its Equipment installed upon the Demised Premises.

(b) LICENSOR shall conduct periodic routine Tower inspections and any such other inspections as may be required in order to comply with all aforesaid laws, rules, regulations and standards. LICENSOR shall require such reports to be in writing stating the checks made, discrepancies found, and maintenance recommended.

(c) LICENSOR covenants that it will keep the Tower in good repair as required by federal law H.R. 6180/S. 2882, the Telecommunications Authorization Act of 1992 including amendments to Sections 303(q) and 503(b)(5) of the Communications Act of 1934. The Licensor shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

(d) No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

(e) Each antenna must be identified by a metal tag fastened securely to its bracket on the Tower and each transmission line is to be tagged at the base of the Tower before entering the conduit to Licensee's Transmitter Building.

(f) If the Licensee causes damage to the Tower, Licensee agrees to repair such damage with reasonable promptness at its own cost and expense.

(g) Licensee agrees to maintain its antennas, transmission lines and other appurtenances in proper operating condition and maintain same in satisfactory condition as to appearance and safety.

(h) All installations and operations in connection with this Agreement by Licensee shall meet with all applicable Rules and Regulations of the Federal Communications Commission, ANSI, and all applicable codes and regulations of the City, County and State concerned. Under this Agreement, Licensor assumes no responsibility for operation, and/or maintenance of Licensee's Equipment. It shall be the sole responsibility of Licensee to assure that installation contractor is in full compliance with American National Standards Institute (ANSI) standards in the performance of his contract with Licensee. Licensor shall cooperate with contractor to the fullest extent practical in effectuating compliance.

Upon reasonable notice from Licensor or Licensor's representative to Licensee, Licensee shall "power down" to permit contractors engaged by Licensor or other Tenants or Licensees to work on the Tower in close proximity to Licensee's transmit antenna, so that such work may be performed in full compliance with ANSI, State of New Jersey and any other governing codes or standards relating to RI radiation.

#### **SECTION 6. TERM AND RENEWAL OPTIONS**

(a) **TERM.** This Agreement shall be effective, legal, binding and enforceable, as of the date of its execution and delivery by the parties hereto. The Initial Period of this License Agreement (the "Initial Period") shall commence on the Commencement Date and end the last day of the one hundred & twentieth (120th) month. The Initial Period will end at 11:59PM on the last day of such period and thereafter Licensee shall have no obligation for License Fees hereunder and shall thereafter promptly remove all Equipment and personal property from the Premises.

(b) **RENEWAL OPTION.**

1. Licensee shall have the option to renew this Agreement for two additional five (5) year periods, upon giving Licensor no less than one hundred & eighty (180) days written notice prior to expiration of the Initial Period and/or Renewal Period, of its intention to renew, provided that Licensee is not in default in any material respect in the observance or performance of any of the terms, covenants and conditions of this Agreement. The Renewal Period(s) shall be upon the same terms and conditions as set forth in this Agreement, except that the Base License Fee shall be negotiated by the parties. If the parties are unable to agree on a new Base License Fee, such Fee shall be determined in the manner provided below:

2. The License Fee shall be determined by Fair Market Value of the Demised Premises. Fair Market Value is defined as the amount Licensee is willing to pay as the License Fee for the Demised Premises and the amount Licensor is willing to accept as the License Fee for the Demised Premises.

3. The method to determine the Fair Market Value of the Demised Premises shall be the Baseball Arbitration method or a variation thereof. In this method, Licensor and Licensee shall exchange their determinations of the Fair Market Value on the same day. This day shall be known by both parties as the "Start Date" of the License Fee negotiations. If the determinations differ and an agreement cannot be reached within a two (2) week period after the "Start Date" of the negotiations, an arbitrator shall choose the determination that it believes to be closest to the actual Fair Market Value of the Demised Premises. The arbitrator shall be a person selected by both Licensor and Licensee, and this person shall not have been employed by Licensor or Licensee as an arbitrator, consultant or agent at any previous time. This arbitrator shall not select its independent determination of the Fair Market Value, but shall choose either Licensor's determination or Licensee's determination. The determinations submitted to this arbitrator shall be the final determinations of Licensor and Licensee as the result of previous negotiations and may be accompanied by appropriate supporting documentation.

4. The arbitrator shall simultaneously notify both Licensor and Licensee of its decision, in writing, and the determination that has been selected by the arbitrator shall become the new License Fee for the Renewal Period(s) only.

5. The professional fee payable to the arbitrator for its services shall be the responsibility of both Licensor and Licensee, with each party paying one half of the total invoice.

The foregoing notwithstanding, failure to provide timely renewal notice shall constitute a year-to-year renewal at a 10% License Fee increase over the last year of the prior term.

#### **SECTION 7. BASE LICENSE FEE**

License Fees for the facilities covered by the License are reflected on Exhibit "C". Payments shall be made monthly, in advance, to TOWER ECONOMICS COMPANY, INC., at the address shown in Section 26 of this Agreement.

#### **SECTION 8. ADDITIONAL LICENSE FEES**

(a) **DEFINITIONS** - For the purposes of this Section:

- (1) "BASE YEAR" shall mean calendar year 1994;
  - (2) "BASE LICENSE FEE" shall mean the fixed annual minimum fee for each year during the Initial Period of this License and extensions hereof;
  - (3) "TAXES" shall mean real estate taxes, special land extraordinary assessments, the governmental levies imposed upon or with respect to the Tower and the land and buildings of which the Tower and the Transmission Building(s) are a part, and any similar tax imposed in addition to, in substitution for, or in lieu of such Taxes, but shall not include income tax.
  - (4) "INSURANCE" shall refer to liability insurance, casualty insurance, fire insurance with extended coverage or any other usual insurance coverage maintained by Licensor and in effect on the Tower and the Premises on the first day of the Base Year;
  - (5) "ROUTINE MAINTENANCE" shall mean but not necessarily be limited to, the cost of Tower member and guy cable system adjustments, painting, lighting, inspections, bolt tightening, replacements of the foregoing, during the Term of this License. Also included in this provision are the entire Premises and its access road. Specifically excluded under "Routine Maintenance" are capital improvements initiated by Licensor or other Licensees for the sole benefit of Licensor or other licensees;
  - (6) "SECURITY" shall mean the cost of supplemental fencing, alarm systems, security patrol guard service to prevent vandalism, sabotage, labor violence, etc., should same be required by circumstances existing at any time during the Term of this License;
  - (7) "PRO-RATA SHARE" shall be determined at the commencement of each year during the Term of this License and shall mean the percentage of Licensee's annual minimum rent to the total annual minimum rent then due Licensor from all Tenants or users of the Tower including Licensee, over comparable periods of time. The determination of Licensee's Pro-rata Share shall be calculated upon the assumption that rent paid by WBSS-FM, 97.3 Mhz is equal to that of Licensee;
- (b) Commencing with the 1995 calendar year and continuing through the Term hereof, Licensee shall pay as Additional Rent for each License Year, its Pro Rata Share of the increase, if any, of the total amount paid by Licensor for Taxes, Insurance, Routine Maintenance and Security for the Base Year;
- (c) The payment of the Additional Rent shall be made in a lump sum following the end of each applicable License Year, within sixty (60) days after the presentation of a bill from Licensor to Licensee, accompanied by a certification as to the amount due prepared by LICENSOR, and such other documentation as may be reasonably necessary to enable LICENSEE to determine the accuracy of the payment.
- (d) Notwithstanding subsections (a) to (c), no Additional Rent shall be due for the period through December 31, 1994, and thereafter LICENSEE's Pro-rata Share shall not exceed 30%.
- (e) Notwithstanding all provisions of this Section 8, all new taxes levied by any governmental authority which are specifically attributable to Licensee's occupancy of subject Premises shall be passed on, in full, to Licensee, provided that taxes which are specifically attributable to other tenants' occupancy shall be passed on, in full, to the other tenants. Licensee reserves the right, at its sole cost and expense, to protest such tax levy and indemnify Licensor accordingly.

#### **SECTION 9. UTILITIES**

Whether occupying Licensor's Transmitter Building or its own dedicated Transmitter Building, LICENSEE shall pay for the installation of and service from all utilities used by LICENSEE on the Premises, including, but not limited to, electricity, water, gas and telephone service. If available from the serving public utility, LICENSEE shall make such payments directly to the utility company. Or, if unavailable, to Licensor as Additional License Fees.

LICENSEE may install an emergency power generator, however, the generator must be located outside of LICENSOR's or LICENSEE's Building, in a position on the Premises to be designated by LICENSOR. No above-ground fuel tanks shall be permitted. Generator installation as well as fuel storage must meet all local, State, Federal, AQMD and EPA Standards.

LICENSEE shall have the option for ninety (90) days after receipt of the notice, upon giving written notice to the LICENSOR, to elect to reinstate this License effective upon the construction of the Tower upon all the same terms and provisions contained herein.

(c) LICENSOR shall proceed promptly with such rebuilding and shall keep LICENSEE informed of its progress. If LICENSOR fails to complete the construction within ninety (90) days from date of notice given to LICENSEE pursuant to subparagraph (a), LICENSEE, at any time thereafter, shall have the option to cancel its decision in which event LICENSEE shall not be obligated to lease space on the rebuilt Tower.

### **SECTION 13. FAILURE TO COMPLY**

In the event of the failure of LICENSEE promptly to perform any of the covenants, terms or conditions of this License, LICENSOR may go upon the Premises, ten (10) days after written notice to LICENSEE, and perform such covenants, terms and conditions with the reasonable and fair market cost thereof at the sole option of LICENSOR to be charged to LICENSEE as additional and delinquent License Fees.

### **SECTION 14. DEFAULT, SURRENDER, ETC.**

(a) If any one or more of the following events (each of which is herein sometimes called an "event of default") shall happen:

(i) If default shall be made by LICENSEE in the due and punctual payment of any License Fees or any sums required to be paid by it under this License when and as the same shall become due and payable, and such default shall continue for a period of ten (10) days after notice thereof from LICENSOR to LICENSEE, such payments will be subject to a finance charge of .000667 time the amount outstanding for each day said payment is overdue (this represents an annual charge of 24%) or the maximum amount allowed by law, whichever is less;

(ii) If default shall be made by LICENSEE in the performance of or in compliance with any of the other covenants, agreements, terms or conditions contained in this License on the part of LICENSEE to perform, and such default shall continue for a period of forty-five (45) days after notice thereof from LICENSOR to LICENSEE, provided that LICENSEE's time to cure such default shall be extended for such additional time as shall be reasonably required for the purpose if LICENSEE shall proceed with due diligence during such forty-five (45) day period to cure such default and is unable by reason of the nature of the work involved or by unavoidable delays to cure the same within the same forty-five (45) days and if such extension of time shall not subject LICENSOR to any civil or criminal liability or to any fine or penalty;

(iii) If LICENSEE shall file a voluntary petition in bankruptcy or shall be adjudicated to be bankrupt or insolvent or take the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal or state law or regulation, or if any proceeding shall be taken by LICENSEE, under any relevant bankruptcy act in force in any jurisdiction available to LICENSEE, or if LICENSEE shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of LICENSEE or of all or any substantial part of its properties or of the Premises, or shall make any general assignment for the benefit of creditors; or

(iv) If a petition shall be filed against LICENSEE seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state statute, law or regulations, and shall remain undismissed for any aggregate of one hundred and twenty (120) days, or if any trustee, receiver or liquidator of LICENSEE or of all or any substantial part of its properties shall be appointed without the consent or acquiescence of LICENSEE and such appointment shall remain unvacated for any aggregate of one hundred and twenty (120) days;

Then, and in any such event, LICENSOR at any time thereafter may give notice to LICENSEE specifying one or more such events of default and stating that this License and the term hereby demised shall terminate on the date specified in such notice, which shall be at least ten (10) days after the giving of such notice and upon the date specified in such notice, this License and the term hereby demised and all rights of LICENSEE under this License shall terminate.

(b) Upon the expiration of the term or termination in accordance with any provisions of this License, LICENSEE shall quit and peaceably surrender the Tower and its space for its Transmitter Building



to LICENSOR in good order and repair, reasonable wear and tear and damage by fire and other casualty excepted.

(c) At any time or from time to time after such termination LICENSOR may re-license the LICENSEE's allotted Tower positions or any part thereof, in the name of LICENSOR or otherwise, for such term or terms (which may be greater than or lesser than the period which otherwise would have constituted the balance of the term of this License) and upon such conditions as LICENSOR, in its discretion, may determine and collect and receive the License Fees therefor.

#### **SECTION 15. CONTINUING OBLIGATION**

No termination of this License shall relieve LICENSEE of its previously accrued liability and obligations under this License except as provided in Section 14(iii) and (iv) of this Agreement and such liability and obligation shall survive any such termination. In the event of any termination, whether or not the Tower and the space on the ground or any part thereof shall be re-licensed, LICENSEE shall pay to LICENSOR the License Fees and all other charges required to be paid by LICENSEE up to the time of such expiration or termination of this License, and thereafter LICENSEE, until the end of what would have been the term of this License, in the absence of such termination, shall be liable to LICENSOR for, and on ten (10) days notice to LICENSEE shall pay to LICENSOR, as and for liquidated and incurred damages for default:

(a) The equivalent of the amount of License Fees and any Additional License Fee charges which would have been payable under this License by LICENSEE if this License had continued in effect, less

(b) The net proceeds of any re-licensing perfected after deducting all LICENSOR's necessary expenses in connection with such re-licensing, including without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorney fees and any alteration costs and expenses of preparing the Tower for such re-licensing. Licensor shall make reasonable efforts to mitigate damages.

#### **SECTION 16. WAIVER & SEVERABILITY**

(a) No failure by LICENSOR to insist upon the strict performance of any covenant, agreement, term or condition of this License or to exercise any right or remedy consequent upon a default by LICENSEE hereunder and no acceptance of full or partial License Fees during the continuance of any such default shall constitute a waiver of any such default or of such covenant, agreement, term or condition; provided, however, that in no event shall the failure of LICENSEE to perform any covenant, agreement, term or condition of this License constitute a default hereunder unless such failure shall continue uncured for the applicable grace period, if any, and provided further, that acceptance by LICENSOR of any payment of License Fees shall not be deemed to be a waiver by LICENSOR of the default in having failed to pay the same except to the extent of the amount of such payment. Other than as stated in the immediately preceding provisos, no covenant, agreement, term or condition of this License to be performed or complied with by LICENSEE, and no default with respect thereto, shall be waived, altered, modified or terminated except by written instrument executed by LICENSOR. No waiver of any default shall otherwise affect or alter this License, but each and every covenant, agreement, term and condition of this License shall continue in full force and effect with respect to any other then existing or subsequent default with respect thereto.

(b) **SEVERABILITY**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be inapplicable, invalid, illegal, or unenforceable in any respect, such inapplicability, invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such inapplicable, invalid, illegal, or unenforceable provision had never been contained herein or therein.

#### **SECTION 17. MEMORANDUM OF THIS LICENSE**

At the request of either party, Licensor agrees to execute a Memorandum of this License Agreement in as many counterparts as may be requested, which Licensee may record with the appropriate Recording Officer. The date set forth in the Memorandum of License is for recording purposes only and bears no reference to commencement of either term or License Fee payments.

## SECTION 18. MECHANICS LIENS

If any mechanics, laborers or materialmen's lien shall at any time be filed against the Tower or Licensee's Transmitter Building as a result of either LICENSOR or LICENSEE's occupancy thereof, or which arises out of any claim asserted against LICENSOR or LICENSEE, the party hereto against whom a claim exists giving rise to such lien shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If either party shall fail to cause such lien to be discharged during the period aforesaid, then, in addition to any other right or remedy, the party may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bounding proceedings. Any amount paid by LICENSOR and all costs and expenses incurred by LICENSOR in connection with any such mechanics, laborers and materialmen's lien arising out of a claim asserted against LICENSEE incurred by LICENSOR in connection therewith, together with interest thereon at the rate of ten (10%) percent per annum from the respective dates of LICENSOR's making of the payment or incurring of such costs and expenses shall constitute additional rent payable as additional rent by LICENSEE to LICENSOR hereunder and any excess shall be capable on demand to LICENSEE.

## SECTION 19. INDEMNIFICATIONS

LICENSEE shall indemnify and hold LICENSOR and its employees, agents, and other tenants harmless from any and all liability, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorney's fees, which may be imposed upon or incurred by or asserted against LICENSOR, for all damages sustained by LICENSOR, by reason of any of the following, occurring during the term of this License:

(a) Any acts or omissions of LICENSEE, or any of its agents, employees or contractors or anyone authorized to act for or on behalf of any of them on or about the Premises or any part thereof; or

(b) Any failure on the part of LICENSEE to perform or comply with any of the covenants, agreements, terms or conditions contained in this License on its part to be conformed or complied with. LICENSOR shall give prompt written notice to LICENSEE of any claim asserted against LICENSOR which, if sustained, may result in liability to LICENSOR hereunder; but failure on the part of LICENSOR to give such notice shall not relieve LICENSEE from its obligation to indemnify or compensate LICENSOR as aforesaid except to the extent that LICENSOR's failure to give such notice results in actual loss or damage to LICENSEE. In case any action or proceeding is brought against LICENSOR by reason of any such claim, LICENSEE, upon written request from LICENSOR and at LICENSEE's expense, shall resist or defend such action or proceeding. LICENSOR will cooperate and assist in the defense of any such action or proceeding if requested to do so by LICENSEE.

LICENSOR shall pay and discharge and indemnify and save harmless LICENSEE against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys fees, which may be imposed upon or incurred by or asserted against LICENSEE, and shall compensate LICENSEE for all damages sustained by LICENSEE, by reason of any of the following, occurring during the term of this LICENSE:

(a) Any acts or omissions of LICENSOR, or any of its agents, employees, or contractors or anyone authorized to act for or on behalf of any of them on or about the Premises or any part thereof; or

(b) Any failure on the part of LICENSOR to perform or comply with any of the covenants, agreements, terms or conditions contained in this License on its part to be conformed or complied with. LICENSEE shall give prompt written notice to LICENSOR of any claim asserted against LICENSEE which, if sustained may result in liability on LICENSEE hereunder; but failure on the part of LICENSEE to give such notice shall not relieve LICENSOR from its obligation to indemnify or compensate LICENSEE as aforesaid except to the extent that LICENSEE's failure to give such notice results in actual loss or damage to LICENSOR. In case any action or proceeding is brought against LICENSEE by reason of any such claim, LICENSOR, upon written request from LICENSEE and at LICENSOR's expense, shall resist or defend such action or proceeding. LICENSEE will cooperate and assist in the defense of any such action or proceeding if requested to do so by LICENSOR.

## **SECTION 20. INSURANCE**

(a) Licensee agrees to take out and keep in force during the term (or extended term) hereof, at Licensee's expense, comprehensive public liability and property damage insurance to protect Licensor, its stockholders, employees, agents and contractors against any liability to person(s) incident to the Licensee's use of the Premises and from any claim resulting in or about said Premises whether or not caused by Licensor's negligence. The liability under such insurance to be no less than \$2,000,000 for personal injury or death per occurrence, and \$500,000 for property damage. Licensee shall name Licensor and Tower Economics Company, Inc. as co-insureds. Coverage shall include, but not be limited to installation, repair, maintenance, operation and removal of Licensee's Equipment. Licensee shall procure and maintain, and/or shall require its contractors and subcontractors to procure and maintain, before commencing installation and/or maintenance work on the Premises, Workmen's Compensation insurance in a responsible insurance company and in form acceptable to Licensor, providing for the payment of compensation in accordance with the laws of the State of New Jersey for all workmen employed, and employees of Licensee and its contractors and subcontractors, and further, insuring Licensor against any and all liability for personal injury or death of such workmen and employees. Licensee shall, prior to commencement of any installation and/or maintenance under this Lease, and thereafter so long as this Lease shall remain in force, provide Licensor with current copies of insurance policies and certificates of insurance evidencing that all such insurance is in full force and effect, and that such insurance shall not be canceled without first giving thirty (30) days written notice to Licensor. Licensee shall deliver to Licensor current certificates of insurance for such policies prior to installation and/or operation of Licensee's Equipment.

(b) Licensee will avoid any action that may cause damage to any part of the Premises or equipment owned by Licensor's other tenants or licensees. Licensor shall not be responsible for any damages caused by Acts of God, or actions of other Tenants, except acts of gross negligence made directly by Licensor.

(c) Licensee understands that Licensor is not an insurer of Licensee, and that insurance, required hereunder and any additional insurance deemed necessary by Licensee, shall be obtained by Licensee. Licensee is currently using the Tower for the use stated in this Lease, however, Licensor makes no representations or warranties of the present or future suitability of the Premises for the purposes intended by Licensee.

(d) Licensor shall at all times maintain insurance coverage for its assets at said site, that is consistent with similar tower installations, excluding all equipment and personal property of Licensee and other tenantry.

(e) Any construction and installation contractor engaged by Licensee to work on the Tower and approved by Licensor shall carry insurance that is proportional to the magnitude of Licensee's project, but not less than \$2,000,000. Such coverage shall remain in force during entire period of tower reinforcement and installation project, and during any subsequent installation and/or reinforcement work contracted by Licensee on Licensor's tower.

## **SECTION 21. QUIET ENJOYMENT**

LICENSOR covenants that this License shall be prior in interest to any mortgages or other liens created by LICENSOR in respect of the Premises and/or the Tower and that LICENSEE on paying the applicable rent and performing the covenants herein contained, shall and may peacefully and quietly hold and enjoy the rights provided for in this License Agreement for the Term hereof and subject to the provisions contained herein.

## **SECTION 22. COUNTERPARTS, BENEFITS AND ALTERATIONS**

This License shall be executed in two or more counterparts, and the counterparts shall constitute one and the same instrument. This License shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns subject to any provisions of this License to the contrary. This License constitutes the entire understanding between the parties hereto and may not be modified, altered, terminated, or discharged orally, but only by an agreement in writing signed by the parties hereto.

### SECTION 23. TERMINATION

a) This Agreement may be terminated by Licensee without any penalty or further liability, upon ninety (90) days written notice to Licensor upon the occurrence of either of the following: (1) For reasons beyond its control, Licensee is unable to maintain its operating license(s) that was granted by the FCC, or (2) Pursuant to Section 12 of this License;

Once commenced, the Initial Term and each of the two Renewal Periods are non cancelable except as provided in this Section 23.

b) At the termination or expiration of this License Agreement or extensions thereof, Licensee shall remove its Equipment on the Tower, its Transmitter Building, and any and all other Equipment at Licensee's sole expense. If Licensee does not remove such Equipment at termination, Licensee shall be charged the then current License Fees until such Equipment is removed. In the event Licensee fails to remove Licensee's Equipment within ninety (90) days of the expiration or sooner termination of this Agreement, any or all of Licensee's Equipment not so removed shall, at Licensor's option, become the exclusive property of Licensor or be disposed of by Licensor, at Licensee's sole cost and expense, without further notice to or demand upon Licensee. If Licensee's Building, and Equipment are not removed as and when aforesaid, Licensee shall indemnify Licensor against loss or liability resulting from the delay by Licensee in so removing its Equipment including, without limitation, the claims made by any succeeding licensee founded on such delay.

### SECTION 24. SUBORDINATION

At Licensor's option, this Agreement shall be subordinate to any mortgage by Licensor which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of Licensor's interest and also Licensee's right to remain in occupancy of and have access to the Property as long as Licensee is not in default of this Agreement. Licensee shall execute whatever instruments as may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage, the Licensor immediately after this Agreement is executed, will obtain and furnish to Licensee, a non-disturbance agreement for each such mortgage in recordable form.

### SECTION 25. GOVERNING LAW

All questions regarding the validity, interpretation, performance and enforcement of the provisions of this License shall be governed by the Laws of the State of New Jersey.

### SECTION 26. NOTICES

Any and all Notices, consents or other communications provided for herein shall be in writing and shall be deemed sufficiently given if given by registered or certified mail, with return receipt, which shall be addressed,

in the case of LICENSOR, to:

Mr. Brian Beasley  
BEASLEY MANAGEMENT GROUP  
3033 Riviera Drive, Suite 200  
Naples, FL 33940

cc:

TOWER ECONOMICS COMPANY, INC.  
349 Montgomery Avenue, P.O. Box 776  
Bala Cynwyd, Pennsylvania 19004  
ATTN: Leonard B. Stevens, President

and in the case of LICENSEE, to:

TEMPLE UNIVERSITY PUBLIC RADIO  
2020 North 13th Street, Annenberg Hall 011-00  
Philadelphia, Pennsylvania 19122  
ATTN: Mr. Tobias Poole, General Manager

**SECTION 27. HAZARDOUS MATERIALS**

Licensee agrees that all Equipment has been inspected to determine if any components in the Equipment (i.e., capacitors, transformers, or load resistors) are oil filled. If any oil filled components are discovered, the Licensee shall provide letters of verification either from the equipment manufacturer or the manufacturer of the oil filled components, indicating that said components do not contain Poly Chlorinated Biphenyls (PCB's). No equipment or components containing PCB's will be allowed on the Licensor's Premises without express written approval.

**SECTION 28. ENTIRE UNDERSTANDING, MODIFICATIONS, ETC.**

This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof. No prior correspondence or modification of this Agreement shall be binding upon either party unless made a part of this Agreement or reduced to writing and signed by both parties.

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to be executed in their respective corporate names and their respective corporate seals to be hereto affixed and signed by their duly authorized corporate officers, all as of the day and year first written below.

WINTERSRUN COMMUNICATIONS, INC.  
(LICENSOR)

(SEAL)

ATTEST: \_\_\_\_\_

By: *Brian Beasley*  
Mr. Brian Beasley  
President

Date: 2-12-97

TEMPLE UNIVERSITY OF THE  
COMMONWEALTH SYSTEM OF HIGHER  
EDUCATION (LICENSEE)

(SEAL)

ATTEST: *Beverly L. Breese*

BEVERLY L. BREESE  
ASSISTANT SECRETARY

By: *Lawrence C. Connolly*  
LAWRENCE C. CONNOLLY  
ASSOCIATE VICE PRESIDENT  
AND ASSISTANT TREASURER

Date: \_\_\_\_\_

PARTY OF INTEREST:  
TOWER ECONOMICS COMPANY, INC.

*Leonard B. Stevers*  
Leonard B. Stevers, President

EXHIBIT "A"

LICENSEE is authorized to install and maintain only the following Equipment:

ANTENNA INFORMATION

Manufacturer and type-number: Transmit, 2-bay ERI directional. No radomes.  
STL Receive, Scala PR-450C/U Paraflector Yagi.

Number of antennas: Two (2)

Weight & Height of Antenna(s): Transmit Antenna requires 30' aperture not to exceed 400' AGL  
STL Receive Antenna requires 5' aperture.

Transmission Line Mfr. & Type #: Cablewave HCC 158-50j

Diameter & number of Transmission Lines: To Transmit Antenna, 1-5/8" co-ax  
To STL Receive Antenna, 7/8" co-ax

Height of Antenna(s) on Tower: Transmit: 400' AGL  
Receive: 250' AGL

Tower Leg:

Antennas and Transmission Lines to be installed on Tower pursuant to drawing depicted on Exhibit "B".

Direction of Radiation: Transmit, toward Ocean City  
STL Receiving on 352° azimuth from Channel 23 tower in Waterford Works, N.J.

Rated Power: 10.5 Kw vertical, 800W horizontal

Operating Frequency: Transmit: 91.3 MHz  
Receive: 946.000 MHz

BUILDING AND EQUIPMENT INFORMATION

Equipment Building: 10' x 10' Modular\*

Equipment in Building: 5 Kw "BE" Transmitter,  
(Manufacturer & Type) Broadcast Electronics FM-5B

Building to be positioned on Premises pursuant to plot plan depicted on Exhibit "D"

\* Licensor grants to Licensee the non-exclusive right to utilize floor space within Licensor's Transmitter Building for a period not later than December 31st, 1994. Such space shall be adequate for Licensee's transmitter and ancillary equipment, and be designated by Licensor as to position within the Building. During such occupancy, Licensee shall fully comply with Licensor's security procedures, and shall reimburse Licensor for Licensee's proportionate share of air conditioning power and maintenance costs if and when Licensor desires to invoice Licensee for such reimbursement.

HEB  
Initial

JCC  
Initial

EXHIBIT "B-1"

POSITIONS OF TRANSMISSION LINES  
AND ANTENNAS ON TOWER

TRANSMIT:

STL RECEIVE:

Antenna installations must be mounted in precisely the positions designated above. No changes or additions are permitted. Above elevations depict exact positions where antennas are affixed (mounted) to the tower.

BEB  
Initial

JCC  
Initial

EXHIBIT "B-2"

DRAWINGS AND COMPLETE DESCRIPTION  
OF LICENSEE'S INSULATOR MODIFICATIONS  
(PER SECTION 1 (b) (ii))

  
Initial

  
Initial



EXHIBIT "C"

LICENSE FEE SCHEDULE

<u>PERIOD</u>	<u>LICENSE FEE PER MONTH</u>
Commencement Date through June 30, 1995	\$18,000
July 1, 1995 through June 30, 1996	\$18,720
July 1, 1996 through June 30, 1997	\$19,468.80
July 1, 1997 through June 30, 1999	*

\* In years four and five, Base License Fee will be increased annually by an amount equal to the greater of:

- a) 4%
- b) The percentage increase in the Consumer Price Index for urban wage earners and clerical workers for the Delaware Valley Area, published by the Bureau of Labor Statistics of the United States Department of Labor (1982/84=100) recorded as of January 1st of the preceding year.

License Fees for years six through ten, as well as first and second renewal option periods shall be established as set forth in Section 6(b).

All License Fees are specifically predicated upon Equipment depicted on Exhibit "A" and includes ground within Licensor's fenced-in compound for 10' x 10' modular building.

  
Initial

  
Initial

**EXHIBIT "E"**

**REQUEST FOR ACCESS TO THE  
EQUIPMENT ROOM AND/OR TOWER**

TEMPLE hereby requests permission of Wintersrun Communications to allow our employee(s) or representative(s) to enter the Premises for maintenance of Licensee's Equipment.

TEMPLE has authorized the following employees to enter Licensor's Premises, excluding Tower:

**JEFF DePOLO**

**TOBIAS POOLE**

**MARK HUMPHREY**

In addition to the above, TEMPLE has authorized its Contractor, \_\_\_\_\_ to enter Licensor's Equipment Area and/or Tower. Prior to any work performed by Licensee's Contractor, Licensee shall provide proof of Contractor's insurance (comprehensive, public liability, property damage and workmen's compensation) coverage.

  
Initial

  
Initial

EXHIBIT "D"

PLOT PLAN - POSITIONING OF LICENSEE'S 10' x 10'  
TRANSMITTER BUILDING (AS APPROVED BY CORBIN CITY)  
PLACED WITHIN LICENSOR'S FENCED-IN AREA ADJACENT TO  
TOWER

August 25, 2004

TRANSMISSION TOWER & ROOFTOP MANAGEMENT  
CONSULTANTS TO THE WIRELESS INDUSTRY

**TOWER**  
**ECONOMICS** CO.  
INC.

Mr. Tobias Poole  
Temple University Public Radio  
2020 North 13th Street  
Annenberg Hall (011-00)  
Philadelphia, Pennsylvania 19122-6080

RE: WRTQ-FM Tower Site, Corbin City, NJ

Dear Mr. Poole:

Enclosed please find one fully executed copy of the 2<sup>nd</sup> Amendment to Tower License Agreement for the above-referenced site.

This Amendment covers the period: JULY 1, 2004 through JUNE 30, 2009.

Should you have any questions or concerns, just give me a call at (856) 786-7200, extension 13.

Sincerely.



Betty Felkoff  
Vice President, Administration

Enclosure

July 21, 2004

CORBIN CITY, NJ

**2<sup>nd</sup> AMENDMENT TO TOWER LICENSE AGREEMENT**

This Amendment constitutes renewal of the Tower License Agreement dated October, 1995, for the tower site located in Corbin City, New Jersey, between WINTERSRUN COMMUNICATIONS, INC. ("Licensor"), and TEMPLE UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION ("TEMPLE"), ("Licensee").

1) SECTION 6. TERM: Is hereby amended to read ... The Renewal Period of this License Agreement shall commence on July 1, 2004 and end on June 30, 2009.

2) SECTION 6. RENEWAL OPTION: Licensee shall have the option to renew this Agreement for one additional five (5) year period, upon giving Licensor no less than one hundred, eighty days written notice prior to expiration of this Renewal Option, of its intention to renew.


Other than as amended above, Section 6 (b) numbers 1 through 5 shall remain unchanged.

3) Exhibit "C" – License Fee Schedule ... is hereby amended to read:

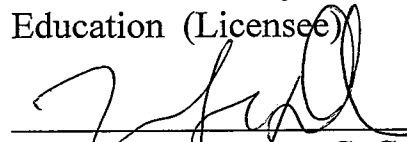
<u>For the Period</u>	<u>Annual License Fee</u>
July 1, 2004 through June 30, 2005	\$29,199.71
July 1, 2005 through June 30, 2006	\$30,367.70
July 1, 2006 through June 30, 2007	\$31,582.41
July 1, 2007 through June 30, 2008	\$32,845.71
July 1, 2008 through June 30, 2009	\$34,159.54

- 4) Except as amended above, the terms and conditions of the original Agreement dated October, 1995, shall remain in full force and effect.

Wintersrun Communications, Inc.  
(Licensor)

  
By: Mr. Brian Beasley, President

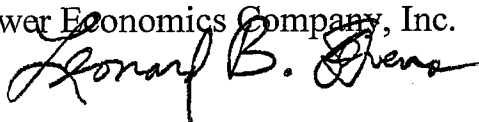
Temple University Of The  
Commonwealth System of Higher  
Education (Licensee)

  
By: Mr. Lawrence C. Connolly  
Associate Vice President &  
Assistant Treasurer

MARTIN S. DORPH  
VICE PRESIDENT, CHIEF  
FINANCIAL OFFICER AND TREASURER

Party of Interest:

Tower Economics Company, Inc.



Leonard B. Stevens, President

September 29, 2005

CORBIN CITY, NJ

### 3<sup>rd</sup> AMENDMENT TO TOWER LICENSE AGREEMENT

This Amendment constitutes an occupancy increase to the Tower License Agreement dated October, 1995, for the tower site located in Corbin City, New Jersey, between WINTERSRUN COMMUNICATIONS, INC. ("Licensor"), and TEMPLE UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION ("TEMPLE"), ("Licensee"). This Amendment supercedes and replaces Amendment #2 dated July 21, 2004.

The purpose of this Amendment is to allow Licensee to move Licensee's WRTQ transmitter and associated equipment from the WIXM shelter which is owned by Licensor. Licensee will purchase, at Licensee's sole cost and expense, a modular shelter which will occupy an existing 12 ½" x 18 ½' concrete pad. All costs associated with this move to be borne solely by Licensee.

In consideration for the use of Licensor's 10 ½' x 18 ½' concrete pad, the License Fee paid by Licensee will increase by **\$200 per month** as shown in the schedule below. Since Licensee pays annually, in advance, and has already paid for the period: July 1, 2005 through June 30, 2006, an additional \$200.00 will be due, monthly, for the months of November, 2005 through June, 2006.

1) SECTION 6. TERM: Has been amended to read ... The Renewal Period of this License Agreement shall commence on July 1, 2004 and end on June 30, 2009.

2) SECTION 6. RENEWAL OPTION: Licensee shall have the option to renew this Agreement for one additional five (5) year period, upon giving Licensor no less than one hundred, eighty days written notice prior to expiration of this Renewal Option, of its intention to renew.

Other than as amended above, Section 6 (b) numbers 1 through 5 shall remain unchanged.

3) Exhibit "C" – License Fee Schedule ... is hereby amended to read:

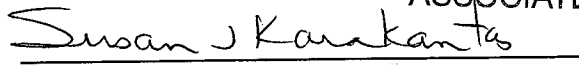
<u>For the Period</u>	<u>Annual License Fee</u>
July 1, 2004 through June 30, 2005	\$29,199.71
July 1, 2005 through June 30, 2006	\$30,367.70
November 1, 2005 through June 30, 2006	\$200/monthly add'l
July 1, 2006 through June 30, 2007	\$33,246.41
July 1, 2007 through June 30, 2008	\$34,675.27
July 1, 2008 through June 30, 2009	\$35,959.32

4) Except as amended above, the terms and conditions of the original Agreement dated October, 1995, shall remain in full force and effect.

Wintersun Communications, Inc.  
(Licensor)

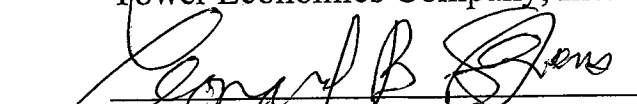
  
By: Mr. Brian Beasley, President

Temple University Of The  
Commonwealth System of Higher  
Education (Licensee) SUSAN J. KARAKANTAS  
ASSOCIATE TREASURER

  
By:

MARTIN S. DORPH  
VICE PRESIDENT CHIEF  
FINANCIAL OFFICER AND TREASURER

Party of Interest:  
Tower Economics Company, Inc.

  
Leonard B. Stevens, President



July 2, 2009

CORBIN CITY, NJ  
WRTQ - FM

**4th AMENDMENT TO TOWER LICENSE AGREEMENT**

This Amendment constitutes renewal of the Tower License Agreement dated October, 1995, for the tower site located in Corbin City, New Jersey, between WINTERSRUN COMMUNICATIONS, INC. ("Licensor"), and TEMPLE UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION ("TEMPLE"), ("Licensee").

1) SECTION 6. TERM: Is hereby amended to read ... The Renewal Period of this License Agreement shall commence on July 1, 2009 and end on June 30, 2014.

2) Exhibit "C" – License Fee Schedule ... is hereby amended to read:

<u>For the Period</u>	<u>Annual License Fee</u>
July 1, 2009 through June 30, 2010	\$37,397.70
July 1, 2010 through June 30, 2011	\$38,893.61
July 1, 2011 through June 30, 2012	\$40,449.36
July 1, 2012 through June 30, 2013	\$42,067.34
July 1, 2013 through June 30, 2014	\$43,750.04

3) Except as amended above, the terms and conditions of the original Agreement dated October, 1995, and as amended June 8, 1999, July 21, 2004 and September 29, 2005 shall remain in full force and effect.

Wintersrun Communications, Inc.  
(Licensor)



By: Mr. Brian Beasley, President

Temple University Of The  
Commonwealth System of Higher  
Education (Licensee)



By:

**Kenneth Kaiser**  
**Associate Vice President,**  
**Finance and Budget**

Party of Interest:  
Tower Economics Company, Inc.

  
Leonard B. Stevens, President

**FIFTH AMENDMENT TO TOWER LICENSE AGREEMENT**

This Fifth Amendment to Tower License Agreement ("Fifth Amendment") is made on this 2nd day of September, 2015 by and between Wintersrun Communications, Inc., a corporation of New Jersey ("Licensor") and Temple University of The Commonwealth System of Higher Education, a Delaware limited liability company, as successor to Omnipoint Communications Enterprises ("Licensee").

WHEREAS, Licensor and Licensee (or their respective predecessors in interest) entered into that certain Tower License Agreement dated February 12, 1997, as amended by that certain First Amendment to Tower License Agreement, as amended by that certain Second Amendment to Tower License Agreement, as amended by that certain Third Amendment to Tower License Agreement, and as further amended by that certain Fourth Amendment to Tower License Agreement (collectively, the "License"), whereby Licensor leased to Licensee certain portions of the property located at 637 Highway 50, Corbin City, NJ 08270 (the "Property"); and,

WHEREAS, Licensor and Licensee desire to amend the License as follows; and,

WHEREAS, Licensor and Licensee desire to amend the License to extend Licensee's current term and to provide Licensee with certain renewal terms; and,

WHEREAS, Licensor and Licensee desire to otherwise amend the License as more particularly set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained in the License and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensor and Licensee hereby agree as follows:

1. Licensor and Licensee agree and acknowledge that effective July 1, 2014 the License shall be extended for a period of five (5) years ("Extended Renewal Term"). Licensee shall have the right to extend Extended Renewal Term for four (4) successive five (5) year renewal periods (each, an "Additional Renewal Term") on the same terms and conditions as set forth in the License. Each Additional Renewal Term shall commence automatically unless Licensee provides Licensor with notice of its intention not to renew the License at least one hundred eighty (180) days prior to the commencement of the prospective Additional Renewal Term.
2. Exhibit C – License Fee Schedule attached to the License is hereby amended to include Exhibit C-2 – License Fee Schedule attached hereto and incorporated herein by this reference.
3. The License Fee pursuant to Exhibit C of the License, as amended, shall be mailed (or sent via electronic methods as agreed to by the parties in writing) to the following address:

Tower Economics Company, LLC  
P. O. Box 743051  
Atlanta, GA 30374-3051  
Ref. Site #: NJ-8002 Corbin City - Wintersrun

4. Section 26 of the License regarding Notices is hereby deleted in its entirety and replaced with the following:

"26. Notices. Any and all Notices, consents or other communications provided for herein shall be in writing and shall be deemed sufficiently given if given by registered or certified mail, with return receipt, which shall be addressed,

If to Licensee:  
Temple University of The Commonwealth System of Higher Education  
WRTI-FM  
1509 Cecil B. Moore Ave 3rd FL  
Philadelphia, PA 19121  
Attn: Tobias Poole or Predecessor  
Site Number: NJ-8002 Corbin City - Wintersrun

If to Licensor:  
Wintersrun Communications, Inc.  
3033 Riviera Dr.  
Suite 200

Naples, FL 34103

And with a copy to:

Tower Economic Company, LLC  
c/o Vertical Bridge AM, LLC  
750 Park of Commerce Drive  
Suite 200  
Boca Raton FL 33487  
Attn: Site Leasing Dept. / NJ-8002 Corbin City - Wintersrun

Send Rent payment to:

Tower Economic Company, LLC  
P.O. Box 743051  
Atlanta, GA 30374-3051

- 5. Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the License.
- 6. In the event the language of this Fifth Amendment or exhibit conflict with the terms of the License, then the terms of this Fifth Amendment and exhibit shall prevail. All other terms and provisions of the License remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the day and year last written below.

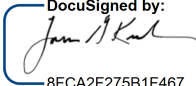
**LICENSOR**

Wintersrun Communications, Inc.,  
a New Jersey corporation

**LICENSEE**

Temple University Of The  
Commonwealth System Of Higher  
Education

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

DocuSigned by:  
  
 8FCA2F275B1F467...  
 By: \_\_\_\_\_  
 Name: Jason G. Kurichi  
 Title: Associate Vice President for Budget  
 Date: 9/2/2015 | 16:50 ET

## Exhibit C-2 – License Fee Schedule (Extended Renewal Term)

PERIOD	ANNUAL LICENSE FEE
July 1, 2014 through June 30, 2015	\$45,500.02
July 1, 2015 through June 30, 2016	\$47,320.02
July 1, 2016 through June 30, 2017	\$49,212.82
July 1, 2017 through June 30, 2018	\$51,181.33
July 1, 2018 through June 30, 2019	\$53,228.59



8051 Congress Ave.  
Boca Raton, FL 33487-1307

sbsite.com

November 9, 2015

Temple University of the Commonwealth  
System of Higher Education  
WRTI-FM  
Attn: Tobias Poole or Predecessor  
1509 Cecil B. Moore Ave. 3rd Floor  
Philadelphia, PA 19121

Re: **SBA Site ID#: NJ17456-A-06** **SBA Site Name: Wintersrun**  
**Site Address: Near 684 New Jersey 50, Corbin City, NJ 08270**

Dear Lessee:

SBA Towers IX, LLC ("SBA") is pleased to announce completion of the acquisition in correlation to the above referenced telecommunications tower, which was previously owned by Wintersrun Communications, LLC. Enclosed please find all necessary documentation as proof of this transaction, including a completed W-9 form for your records. At your earliest convenience, please take the time to review your lease and ensure that any non-compliant matters are resolved, particularly regarding your electric use and consumption.

Please also note that effective immediately, all future rental payments related to this lease should be sent to the address below, and should reference SBA's invoice number and Site ID to ensure the accuracy and efficiency of all future payments made. All notices and correspondence related to this lease should be sent to the correspondence address noted below and should include SBA's Site ID and Site Name:

Rental Payments  
SBA Towers IX, LLC  
PO Box 930123  
Atlanta GA 31193-0123  
Re: NJ17456-A-06  
Attn: Accounts Receivable

Correspondence  
SBA Towers IX, LLC  
8051 Congress Ave.  
Boca Raton, FL 33487-1307  
Re: NJ17456-A-06  
Attn: Site Administration

Please ensure that you forward an original Certificate of Insurance, which names SBA Towers IX, LLC as the certificate holder and additional insured at the site. The Certificate of Insurance should also contain SBA's Site ID number and/or Site Name so our records will reflect that your company forwarded the Certificate in accordance with the lease.

In the event of a tower operation emergency or if assistance is required to access the site, please contact our Network Operations Center, which is open 24 hours a day, 7 days a week, at (888) 950-7483. You can also visit SBA's interactive webpage at [www.sbsite.com](http://www.sbsite.com) for additional company information.

If you have any questions regarding this transaction, please contact Kethia Dormus, Site Administration Specialist direct at 561-322-7898 or [kdormus@sbsite.com](mailto:kdormus@sbsite.com).

Sincerely,

Vickie Schaffer  
Administrative Assistant

Enclosures

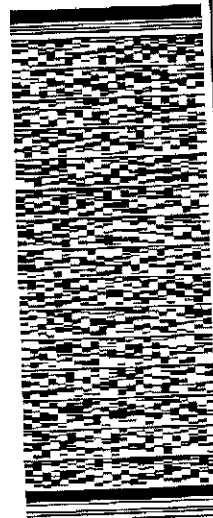
FROM: (561) 226-9235  
Vigdie Schaffar  
SRP  
8051 Congress Avenue  
Boca Raton FL 33487  
US

SHIP DATE: 10NOV15  
ACTWGT: 1.00 LB  
CAD: 105928015ANET3870  
BILL SENDER

TOTEMPLE University Commonwealth  
System of Higher Education  
Attn: Tobias Poole or Predecessor  
1509 Cecil B. Moore Ave 3rd Floor  
PHILADELPHIA PA 19121  
(000) 000-0000 REF:

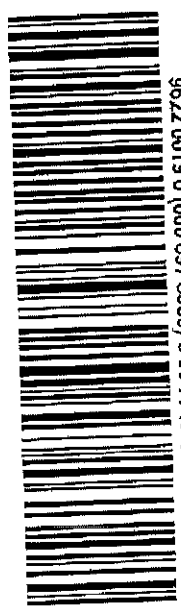
PO: DEPT:

(US)  
539J23F56/31D0



TRK# 7749 4112 6432

19121



9622 0019 0 (000 697 8956) 5 00 7749 4112 6432

**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning: IMPORTANT: TRANSMIT YOUR SHIPPING DATA AND PRINT A MANIFEST:**

At the end of each shipping day, you should perform the FedEx Ground End of Day Close procedure to transmit your shipping data to FedEx. To do so, click on the Ground End of Day Close Button. If required, print the pickup manifest that appears. A printed manifest is required to be tendered along with your packages if they are being picked up by FedEx Ground. If you are dropping your packages off at a FedEx drop off location, the manifest is not required.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide and applicable tariff, available upon request. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations, including limitations on our liability, can be found in the current FedEx Service Guide and applicable tariff apply. In no event shall FedEx Ground be liable for any special, incidental, or consequential damages, including, without limitation, loss of profit, loss to the intrinsic value of the package, loss of sale, interest income or attorney's fees. Recovery cannot exceed actual documented loss. Items of extraordinary value are subject to separate limitations of liability set forth in the Service Guide and tariff. Written claims must be filed within strict time limits, see current FedEx Service Guide.

## BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT ("Bill of Sale/Assignment") is made and entered into as of this 10<sup>th</sup> day of October, 2015 ("Transfer Date"), by WINTERSRUN COMMUNICATIONS, LLC, a Florida limited liability company ("Assignor"), to SBA TOWERS IX, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

A. Pursuant to that certain Purchase and Sale Agreement ("Purchase and Sale Agreement") dated as of August 11, 2015 by and between Assignor and Assignee, Assignor is selling, leasing and/or assigning to Assignee all of Assignor's right, title, claim and interest in that certain one (1) parcel of real property (the "Real Property") and improvements thereon, including but not limited to one (1) communications tower or monopole on the Real Property (collectively, the "Tower"), which Real Property is more particularly described on Exhibit "A" attached hereto. All capitalized terms not otherwise defined in this Bill of Sale/Assignment shall have the meaning ascribed thereto in the Purchase and Sale Agreement.

B. Assignor further desires to convey and/or assign all of its right, title, claim and interest in and to the Personal Property (as defined herein), the Tenant Leases and the Security Deposits (as defined herein), together with certain rights and guarantees in connection therewith, to Assignee as of the Transfer Date.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Bill of Sale/Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein and made a part hereof and are true and correct.
2. SALE OF PERSONAL PROPERTY. Assignor hereby irrevocably and absolutely conveys, sells, transfers and delivers to Assignee, for itself and for its successors and assigns, all Tangible Personal Property and Intangible Personal Property owned by Assignor and used in connection with the Real Property, including but not limited to the Tower and any appurtenances to or improvements located on the Real Property to the extent deemed personalty (collectively, "Personal Property"), except those items of personal property listed on Exhibit "B" attached hereto which are expressly excluded from the Personal Property. Assignor hereby warrants to Assignee, and its successors and assigns, that (a) Assignor is the sole and lawful owner of the Personal Property, (b) the Personal Property is free from all encumbrances and (c) Assignor has good right to sell the Personal Property.
3. ASSIGNMENT. As of the Transfer Date, Assignor hereby irrevocably and absolutely assigns and transfers to Assignee, and its successors and assigns, all of Assignor's right, title, claim and interest in, to and under the Assigned Lease Interests, as defined in this paragraph. As used

herein, the term Assigned Lease Interests shall include (a) the Tenant Leases with respect to the Real Property, including those identified on the rent roll attached hereto as Exhibit "C" (the "Rent Roll"); (b) all security deposits under such Tenant Leases (the "Security Deposits") (including those identified on the Rent Roll); (c) all rights to any unpaid rents or other payments under such Tenant Leases; and (d) all guarantees and other assurances with respect to such Tenant Leases. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, representatives, parents, subsidiaries, employees, attorneys, shareholders and past, present and future directors, and officers, together with the Assigned Lease Interests from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), which may be imposed upon, asserted against or incurred or paid by Assignee by reason of, arising out of or in any way related to the Assigned Lease Interests prior to the Transfer Date or which arise out of or are in any way related to the Assigned Lease Interests after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date. Assignor hereby represents and warrants to Assignee that Assignor is the sole owner of the Assigned Lease Interests. None of the Assigned Lease Interests have been assigned to any individual or entity (other than Assignee).

4. ACCEPTANCE OF ASSIGNMENT. Assignee, as of the Transfer Date, hereby accepts the foregoing assignment and assumes all of the Assignor's obligations under the Assigned Lease Interests which arise or relate to the period after the Transfer Date, provided, however, Assignee only assumes the obligations with respect to the Security Deposits to the extent Assignee has received such Security Deposits from Assignor. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Assigned Lease Interests on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Assigned Lease Interests after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

5. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Bill of Sale/Assignment occurred or shall occur in Palm Beach County, Florida. Any civil action or legal proceeding arising out of or relating to this Bill of Sale/Assignment shall be brought in the courts of record of the State of Florida in Palm Beach County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Bill of Sale/Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

6. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration arising out of this Bill of Sale/Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs at both trial and appellate levels.



7. BINDING EFFECT. This Bill of Sale/Assignment will be binding upon, and will inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.


8. GOVERNING LAW. This Bill of Sale/Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.

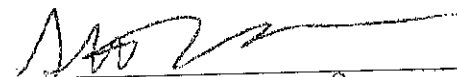
9. COUNTERPARTS. This Bill of Sale/Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10. PURCHASE AND SALE AGREEMENT. Nothing contained in this Bill of Sale/Assignment will be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Purchase and Sale Agreement.

THIS BILL OF SALE/ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

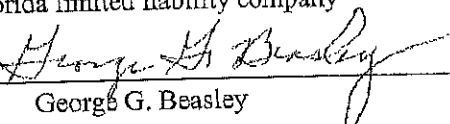
Witnesses:

  
Print Name: GAIL J. SPEARS

  
Print Name: STEVEN R. PERGAMO

ASSIGNOR:

WINTERSRUN COMMUNICATIONS,  
LLC,  
a Florida limited liability company

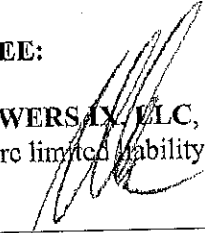
By:   
George G. Beasley  
Manager

MBeyati  
Print Name: Merve Beyati

Print Name: \_\_\_\_\_

**ASSIGNEE:**

**SBA TOWERS, LLC,**  
a Delaware limited liability company

By:   
Neil Seidman  
Senior Vice President

**EXHIBIT "A"**

**Legal Description**

**Wintersun, NJ17456-A**

**Parcel 1:**

LAND AND PREMISES situate in the City of Corbin, County of Atlantic and State of New Jersey as follows:

BEGINNING at the intersection of the center line of Buck Hill Road (49.5 feet wide) with the Easterly right of way line of the New Jersey Transit Railroad (100 feet wide, formerly Atlantic City Railroad) and extending by bearings based on the New Jersey Plane Coordinate System, North American Datum of 1927; thence

- (1) North 23 degrees 09 minutes 51 seconds East along the center line of Buck Hill Road a distance of 264.33 feet to the line of Lot 3, Block 201 as shown on the Corbin City Tax Map; thence
- (2) South 34 degrees 05 minutes 19 seconds East along the line of Lot 3 a distance of 401.83 feet to a stone in the line of Lot 3; thence
- (3) South 56 degrees 09 minutes 41 seconds West along the line of Lot 3 a distance of 137.10 feet; thence
- (4) North 74 degrees 39 minutes 28 seconds West along the line of Lot 3 a distance of 184.96 feet to the Easterly right of way line of the aforementioned railroad; thence
- (5) North 17 degrees 29 minutes 58 seconds West along the Easterly right of way line of the railroad a distance of 122.86 feet to the center line of Buck Hill Road and the point and place of beginning.

In accordance with a survey by Carl Totten, Land Surveyor dated May 22, 2002.

AND BEING the same property conveyed to Wintersun Communication, Inc. from Fern Kennedy by Deed dated May 30, 2002 and recorded July 01, 2002 in Instrument No. 2059065.

**Parcel 2:**

THE PROPERTY CONSISTS of the land and all the buildings and structures on the land in the City of Corbin City, County of Atlantic and State of New Jersey. The legal description is:  
BEGINNING at a point in the Southwesterly side of New Jersey State Highway, Route 50 (66 feet wide), said beginning point being North 17 degrees 04 minutes 20 seconds West a distance of 700 feet from the corner to Lot 5, and extending thence (1) Along the Northerly line of now or formerly Frito-Lay, Inc. land, as recorded in Deed Book 3825, page 137, South 72 degrees 55 minutes 40 seconds West 375.95 feet to the line of Lot 4; thence (2) Along the Easterly line of Lot 4, North 13 degrees 02 minutes 30 seconds West a distance of 259.56 feet more or less; thence (3) Along land of now or formerly John Venable, South 43 degrees 35 minutes 55 seconds West 236 feet to a pipe in the Easterly line of Pennsylvania Reading Seashore Lines Railroad right-of-way; thence (4) North 17 degrees 05 minutes 35 seconds West, along said Railroad right-of-way 978 feet to land formerly of Walter Surran; thence (5) South 68 degrees 35 minutes 05 seconds East along land of said Surran 147.5 feet to a pipe; thence (6) North 59 degrees 32 minutes 55 seconds East still along said land 139.3 feet to a stone; thence (7) North 28 degrees 04 minutes 50 seconds West still along said land 415.12 feet to center of Buck Mill Road; thence (8) North 23 degrees 11 minutes 35 seconds East along center line of said Road 232.28 feet to other lands formerly of Walter Surran; thence (9) South 56 degrees 06 minutes 20 seconds East along land of said Surran 396.75 feet to the Westerly right-of-way line of Route 50 as aforesaid; thence (10) South 17 degrees 04 minutes 20 seconds East along

said right-of-way line 1341.33 feet to the point of BEGINNING.  
AND BEING the same property to Wintersun Communications, Inc. from Hane Corporation by deed  
dated December 18, 1990 and recorded January 02, 1991 in Deed Book 5171, Page 237.  
Tax Parcel No. Block 201 Lot 3

Parcel 2 Also Being Described as Follows:

THE PROPERTY CONSISTS of the land and all the buildings and structures on the land in the City of Corbin City, County of Atlantic and State of New Jersey. The legal description is:

BEGINNING at a point in the Southwesterly side of New Jersey State Highway, Route 50 (66 feet wide), said beginning point being North 16 degrees 54 minutes 42 seconds West a distance of 700 feet from the corner to Lot 5, and extending thence

(1) Along the Northerly line of now or formerly Frito-Lay, Inc. land, as recorded in Deed Book 3825, page 137, South 72 degrees 36 minutes 48 seconds West 357.56 feet to the line of Lot 4; thence

(2) Along the Easterly line of Lot 4, North 13 degrees 22 minutes 22 seconds West a distance of 259.56 feet more or less; thence

(3) Along land of now or formerly John Venable, South 43 degrees 16 minutes 03 seconds West 236 feet to a point in the Easterly line of New Jersey Transit Railroad right-of-way; thence

(4) North 17 degrees 25 minutes 27 seconds West, along said Railroad right-of-way 978 feet to a corner of Parcel 1; thence

(5) South 74 degrees 39 minutes 28 seconds East along Parcel 1 184.96 feet to a point; thence

(6) North 56 degrees 09 minutes 41 seconds East still along said land 137.1 feet to a point; thence

(7) North 34 degrees 05 minutes 19 seconds West still along said land 401.83 feet to center of Buck Mill Road; thence

(8) Along center of Buck Mill Road North 22 degrees 21 minutes 33 seconds East 232.28 feet to formerly lands of Walter Surran; thence

(9) South 57 degrees 23 minutes 04 seconds East along land of said Surran 368.35 feet to the Westerly right-of-way line of Route 50 as aforesaid; thence

(10) South 16 degrees 54 minutes 42 seconds East along said right-of-way line 1341.33 feet to the point of BEGINNING.

CONTAINING an area of 690,824.7 sq. ft. or 15.9 acres.

**EXHIBIT "B"**

**Items excluded from Personal Property**

NONE

**EXHIBIT "C"**

**Rent Roll**

<b>SITE ID</b>	<b>SITE NAME</b>	<b>TENANT ID</b>	<b>TENANT</b>	<b>RENTAL PERIOD</b>
NJ17456-A	Wintersrun	NJ17456-A-01	Cingular Wireless	Monthly
NJ17456-A	Wintersrun	NJ17456-A-02	Atlanticare Regional Medical Center	Monthly
NJ17456-A	Wintersrun	NJ17456-A-03	Millenium Atlantic City II Asset Holdco, LLC	Monthly
NJ17456-A	Wintersrun	NJ17456-A-04	Homan Communications, Inc.	Monthly
NJ17456-A	Wintersrun	NJ17456-A-05	Verizon Wireless (Bell Atlantic Mobile Systems)	Monthly
NJ17456-A	Wintersrun	NJ17456-A-06	Temple University of the Commonwealth System of Higher Education	Annual
NJ17456-A	Wintersrun	NJ17456-A-07	Omnipoint Communications Enterprises	Monthly
NJ17456-A	Wintersrun	NJ17456-A-08	Nextel Communications	Monthly