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EXHIBIT F136

TOWER LICENSE AGREEMENT, DATED AUGUST 14, 2006,  
BY AND AMONG COMMUNICATIONS MANAGEMENT, INC.  
AND DELCORA

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BLANK  ROME LLP  
COUNSELORS AT LAW

Phone: (610) 892-3350  
Fax: (610) 891-7804  
Email: maddren@blankrome.com

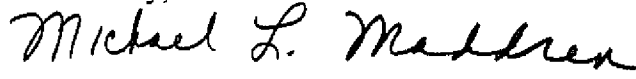
August 28, 2006

Kevin McGarvey  
DELCORA  
100 East Fifth Street  
P.O. Box 999  
Chester, PA 19016-0999

**Re: TOWER LICENSE AGREEMENT**

Dear Joe:

Enclosed please find an executed copy of the Tower License Agreement.

Sincerely,  
  
Michael L. Maddren  
(ae)

MLM:ae

Enclosures

file: Radio License

Fed-X Del.

SEP - 7 2006

2006-1459

Orig: File Copy  
cc: KSM.

cc: ~~Robert H. H. H. H.~~  
CVH Binder

## **TOWER LICENSE AGREEMENT**

THIS LICENSE has been prepared this 14<sup>th</sup> day of August, 2006, between COMMUNICATIONS MANAGEMENT COMPANY, Inc., a Pennsylvania Corporation, having an office at 31 Dilworthtown Road, Thornton, Pennsylvania 19373, Federal Tax ID #23-3020133 (hereinafter called "LICENSOR"), and Delaware County Regional Water Quality Control Authority, (DELCORA), having an office at 100 E. 5<sup>th</sup> Street, Chester, Pennsylvania 19013 (hereinafter called "LICENSEE").

### **BACKGROUND**

WHEREAS, LICENSOR is the owner of a certain tower ("TOWER") situated at: 39° 53' 28" North Latitude and 75° 31' 36" West Longitude and adjacent Transmitter Building located at 47 Lacrue Street in Concord Township, Pennsylvania.

WHEREAS, LICENSEE wishes to occupy a space on the Tower and wishes to enjoy the benefits of a long term License to operate from the Tower.

WHEREAS, LICENSEE also desires to utilize a portion of the Licensor's adjacent Transmitter Building within Licensor's Tower compound for the installation, maintenance and operation of a SCADA Data communications site and has regulatory authority for such operations.

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 this LICENSE, the following words have the meanings herein specified, unless the context otherwise connotes:

- (a) "COMMENCEMENT DATE" September 1, 2006
- (b) "LICENSOR" means the owner of the Premises and Tower, Communications Management Company Inc., or such other owner thereof at the time of the particular determination;
- (c) "LICENSE" or "AGREEMENT" means this instrument, as originally executed or as it may, from time to time, be modified or amended;
- (d) "LICENSE PERIOD" means the Initial Term of five (5) years commencing on the Commencement Date or any of the four, five (5) year Renewal Periods thereafter;
- (e) "LICENSEE" means DELCORA, its successors and assigns, as well as the owner at any time of the interest of LICENSEE under this Agreement;
- (f) "TENANT" or "OTHER LICENSEE" means any other user or broadcaster now or hereafter operating on the Tower and/or in the Transmitter Buildings and may, where the context so indicates, include the Licensor;
- (g) "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) a material impairment, resulting from Licensee's activity on the Demised Premises, of the quality of either the sound, data or picture transmissions of any Tenant including the Licensor, from the Tower in a material portion of their broadcast coverage area as such area is or may be permitted by the FCC as compared to that which was obtained prior to Licensee's commencement of or alterations to their operations from the Tower;

(h) "PROPERTY" means the real property located at 47 Lacrue Street, Concord Township, Pennsylvania, folio numbers 13-00-00214-03 and 13-00-10214-03.

(i) "PREMISES" a 400' self supporting Tower located on and in Licensor's property, along with associated Transmitter Buildings, access road and parking area located at the Property.

(j) "DEMISED PREMISES" The Tower space set forth on Exhibit B and Transmitter Building space described in Section 2 of this Agreement represent the extent of the demise contemplated by this Tower License Agreement (the "Demised Premises"). In addition, the within lease shall include non-exclusive right of ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks..

(k) "EQUIPMENT" means the equipment as is specifically detailed on EXHIBIT A in which Licensee has an ownership interest.

(l) "TRANSMITTER BUILDING" or "Building" means a multi-Licensee Building which houses transmitters, receivers and associated switching equipment, including subject Licensee.

(m) "TOWER" means Licensor's Tower located on the Property. Such Tower extends 400 feet above ground, is self supporting, and is connected to Transmitter Building by a series of steel bridges.

(n) "FACILITIES" means Licensee's entire installation including Equipment, Transmitter Building and appurtenances.

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

(a) At Licensee's sole cost and expense, Licensor hereby grants to Licensee the non-exclusive right to install, maintain and operate the Equipment which is limited to and specifically detailed on Exhibit A at the locations on the Tower as specifically detailed on Exhibit B attached hereto and made a part hereof. Except as specified on Exhibit "A", Licensee shall be the owner of the personal property and such property shall not constitute a fixture. Use of Tower shall be non-exclusive.

(b) Licensee must give Licensor prior notice of its intention to install, move, replace and/or maintain its Equipment on the Tower, and such installation and servicing shall be done only by qualified personnel approved in advance by Licensor, and in possession of requisite insurance certificates submitted to Licensor in advance of any work to be undertaken on Equipment installed on the Tower. Such approval will not be unreasonably withheld or delayed. All such work shall be carried out at Licensee's sole cost, expense and risk, and in such a manner as to avoid mechanical, physical or electronic interference with Licensor's or other Tenant's operations. Upon completion, a 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 2. TRANSMITTER BUILDING, DEMISED PREMISES, ACCESS & SECURITY**

(a) Licensor grants to Licensee the non-exclusive right to install, operate and maintain Licensee's transceivers, combiner and associated rack equipment in Licensor's Transmitter Building. The aggregate footprint to be occupied by Licensee's equipment shall not exceed 4' x 4' in a position to be designated by Licensor. Licensee shall have this space exclusively and may at its sole expense cage partition this area.

(b) During the Term hereof, Licensee shall have access to said Building at all times without limitation. Licensor shall provide Licensee access to Licensor's parking facilities on the Premises.

(c) During the Term hereof, Licensor shall be solely responsible for the repair and maintenance, both structural and non-structural, of Licensor's Transmitter Building. Repair may also include replacement and supplementation.

(d) Based upon a standard of reasonableness, and taking weather conditions into consideration, Licensor shall maintain the access road leading to the Tower and to the Demised Premises.

(e) Licensee, prior to commencing any construction or installations, shall obtain the insurance specified in Section 20 hereof.

(f) LICENSOR agrees that LICENSEE's authorized representatives shall have access to Licensor's Transmitter Building on the Premises for the purposes of installing, maintaining, operating and removing LICENSEE's Equipment and appurtenances. LICENSOR agrees to give LICENSEE 24-hour-a-day, 365 days-a-year ingress and egress to the Building during the continuation of this License Agreement. It is agreed 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 the Premises. This 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; such approval shall not be unreasonably withheld or delayed. This restriction applies to initial installation as well as subsequent installations and maintenance of Equipment on Tower. (SEE SECTION 1b). With respect only to repairs and maintenance brought about by emergencies, Licensor grants to Licensee the right to go upon the Tower to effectuate such repairs without prior notice to Licensor. In addition to all indemnifications contained herein, Licensee accepts full responsibility and indemnifies Licensor against all liability resulting from activities of its personnel and/or contractors in connection with emergency repairs and maintenance of Licensee's equipment on the Tower. Following such events, Licensee shall inform Licensor in writing of the dates and -times when its personnel and/or contractors were on the Tower.

(i) LICENSEE agrees to be responsible for any damage, vandalism or pilferage to the Premises caused in whole or in part by the Licensee, its agents or employees as reported by Licensor's security device(s), and procedures now in place or as may be promulgated and revised from time to time.

(ii) LICENSOR agrees not to permit unauthorized persons access to the Demised Premises but, in no event is LICENSOR responsible for supervision of personnel of other Licensees. The foregoing notwithstanding, all risk of loss of and to LICENSEE's Equipment in LICENSEE's Demised Premises shall be LICENSEE's sole risk, except loss due to the acts or omissions of LICENSOR, any other Tenant, or any of their agents or employees. The names of Licensee's authorized technicians must be submitted to Licensor in advance (see Exhibit "D"). Licensee will update this list as such updating may be required.

(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 as many as twelve (12) new keys or other devices. Such keys, locks or other devices will be obtained by LICENSOR and billed to LICENSEE. Licensee shall be responsible for locking the gate to Licensor's fenced-in compound following each visit to the Premises by Licensee or Licensee's representatives.

### **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. 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, at its cost and expense, to correct such interference. Failure of LICENSEE to do so within ten (10) days of such notice shall constitute a material breach of this Agreement.

(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 thereto.

(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 signals or broadcast operations. In the event such interference to LICENSEE's signals or operations does occur, LICENSOR shall be so notified and shall take immediate steps to correct such

interference. The Licensor shall be required to remove or shut down the other licensees that are causing the interference. Failure of LICENSOR to do so within thirty (30) days of such notice shall constitute a material breach of this Agreement. The parties acknowledge that this Tower is uniquely situated on real property conducive to LICENSEE's operation of its SCADA system; therefore, in the event of a breach as described in this Section 3(c), LICENSEE shall be entitled to specifically enforce LICENSOR's obligations hereunder. Without any impairment to that right, in the event of such a breach LICENSEE shall also be entitled to terminate this Agreement with no further obligation hereunder.

(d) Licensee is fully responsible for the prompt correction of any and all radio and television interference (TVI) that is reported by any residence in the area surrounding the Tower. 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. LICENSEE will bear full cost of immediately resolving all local residential (TVI) complaints which may arise solely 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. Such procedures must provide for twenty-four (24) hour response time from receipt of any residential complaint.

(e) LICENSEE shall also use its best efforts to assist in the installation of any filter devices as may be necessary to reduce intermodulation products caused by the co-location of the LICENSEE's, LICENSOR's, and other Tenant's facilities to at least those levels presently required by FCC regulations. Should future regulations require that said products be reduced further, LICENSEE shall cooperate with the 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 LICENSOR if additional wind loading is involved. At Licensor's discretion a Structural Re-Analysis may be required. Such analysis shall be performed at Licensee's sole cost and expense. If replacement equipment calls for the same or reduced wind loading, Licensor's consent may not be unreasonably withheld or delayed. All additions to LICENSEE's Equipment mounted on the Tower which occupy more space and/or increase wind load, will be governed by structural considerations as described below in Section 4(b). Licensor reserves the right to increase License Fees as a result of increases in Tower loading which may be proposed by Licensee. Licensor may not unreasonably withhold his consent to Licensee's Equipment added to the Tower, subject to this Section 4.

(b) Any change of Equipment must be accomplished within the allowable loads and stress parameters of the Tower structure pursuant to EIA RS-222-C and, if required, the aforementioned Analysis. 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, such consent to be governed by provisions of this Section 4(a).

(c) Any change in Licensee's Equipment on the Tower is subject to non-interference and non-disturbance with/to any equipment already installed on the Tower by Licensor and/or other Licensees.

#### **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) Based upon a standard of reasonableness and taking weather conditions into consideration, LICENSOR shall comply with the manufacturer's recommendations, and all applicable laws, rules and regulations, local, state and federal, in connection with its maintenance of the Premises including, without limitation, the Tower and its appurtenances. In furtherance thereof, LICENSOR shall maintain the Tower in a good state of repair and in good operating condition, including regulations of the FAA and the Federal Communications Commission, and shall comply with EIA RS-222C, "Structural Standard for Steel Antenna Tower and Antenna Supporting Structures," the Standard under which the Tower

was designed and erected.

(c) 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.

(d) No materials may be used in the installation of Licensee's antennas or transmission lines that will cause corrosion, rust or deterioration of the Tower structure or its appurtenances. All brackets and hangers must be hot-dipped galvanized or stainless steel.

(e) Each antenna must be identified by a pre-approved tag fastened securely to its bracket on the Tower and each transmission line is to be tagged at the base of the Tower, where transmission line enters the Building, at the mid point of the transmission line and at the highest point (top) of the line. Licensor has tags for this purpose.

(f) If the Licensee or his contractor or employee causes damage to the Tower, Licensee shall repair such damage immediately at its own cost and expense.

(g) Licensee agrees to maintain its antennas and Licensor's transmission line and other appurtenances, in proper operating condition and in commercially 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, American National Standards Institute (ANSI), and all applicable codes and regulations of the City, County and State concerned. Under this Agreement, the Licensor assumes no responsibility for the operation, and/or maintenance of Licensee's radio Equipment. It shall be the sole responsibility of Licensee to guarantee that installation and maintenance contractor(s) are in full compliance with ANSI standards for "Human Exposure to Radio Frequency (RF) Radiation" in the performance of his contract with Licensee. Licensor shall cooperate with contractor to the fullest extent practical in effectuating compliance. Licensee shall cooperate with Licensor and other Tenants in effectuating compliance.

Licensor assumes no responsibility for the licensing, operation and/or maintenance of Licensee's Equipment. Licensee shall indemnify and hold Licensor, its members, employees, agents and other Licensees harmless against any claim or liability or loss from personal injury (including injury arising from radio frequency radiation) or property damage, including attorney's fees, resulting from or arising out of its use and occupancy of the Demised Premises by the Licensee, its servants, contractors, or agents, excepting however, such claims or damages as may be due to or caused by the acts of the Licensor, or its servants or agents.

(i) Licensor and/or any other Tenant via Licensor shall have the right, at any time, to repair, replace or install any Equipment located above or below Licensee's Equipment on the Tower.

(j) Licensor acknowledges that it, and not Licensee, shall be responsible for compliance with all Tower marking, monitoring and, if required in the future, lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"). Licensor shall indemnify and hold Licensee harmless from any fines or other liabilities caused by Licensor's failure to comply with such requirements

#### **SECTION 6. TERM**

(a) The Initial Term of this License shall commence on 9/1/2006, and shall end on 8/31/2011.

(b) Renewal Option.

(i) Following the Initial Term of five (5) Years, Licensee shall have the exclusive option to renew this Agreement for four (4) additional five (5) year periods, upon giving Licensor no less than ninety (90) days written notice, prior to expiration of the Initial Term and/or Renewal Period, of its intention to renew, provided that (a) Licensee is not in default in the observance or performance of any of the terms, covenants and conditions of this Agreement.

(ii) Occupancy not renewed sixty (60) days prior to the end of the then current Period shall automatically be renewed on a year-to-year basis, at an annual increase of 10% in monthly License Fees from Fees paid during the last year of the Initial License Period or Renewal Period unless Licensor provides Licensee with written notice that it is terminating

the License during the period between ninety (90) days and sixty (60) days prior to the end of the then current Period.

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

License fees for the facilities covered by this License are reflected on Exhibit "C." Payments shall be made monthly, in advance, to Communications Management 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 2006.

(2) "BASE LICENSE FEE" shall mean the fixed annual minimum fee for each year during the Initial Term of this License and extensions thereof.

(3) "TAXES" shall mean real estate taxes, special land extraordinary assessments, 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.

(4) "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 License Fees to the total annual minimum License Fees then due LICENSOR from all other Licensees or users of the Tower including LICENSEE, over comparable periods of time. Notwithstanding the foregoing, Licensee's Pro-rata Share shall not exceed 5%.

(b) Commencing with the 2007 calendar year and continuing through the Term hereof, LICENSEE shall pay as Additional License Fees for each license year, its Pro-rata Share of the increase, if any, of the total amount paid by LICENSOR for Taxes for the Base Year.

(c) The payment of the Additional License Fees 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 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. Licensee reserves the right, at its sole cost and expense, to protest such tax levy and indemnify Licensor accordingly.

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

All utilities relating to the Licensee's space shall be their responsibility. Electricity will have individual meter capability and Lessee will be responsible to install an individual service specifically for their equipment.

#### **SECTION 10. CONDEMNATION**

(a) Any condemnation of any parts of the Premises not preventing enjoyment of LICENSEE's rights hereunder, shall have no effect on this License. If such enjoyment is adversely affected, there will be an equitable adjustment of License Fees, and in any case, LICENSOR shall collect the entire award, and shall carry out any physical restoration of the balance of the Premises required for continued exercise of LICENSEE's rights hereunder.

(b) If such condemnation prevents enjoyment of LICENSEE's rights hereunder, at Licensee's option, the License shall be terminated and parties shall be free to make and prosecute claims against condemning authority for their respective damages.

## **SECTION 11. SALES, ASSIGNMENTS, CANCELLATION PRIVILEGES**

(a) (i) If LICENSOR shall sell or otherwise dispose of the Premises or Tower, LICENSOR shall thereafter be automatically freed and relieved of all liability on the part of LICENSOR contained in this License thereafter to be performed, provided that upon such conveyance the grantee or purchaser shall expressly assume, subject to the limitations of this section, all the covenants, agreements and conditions in this License contained, to be performed on the part of LICENSOR, it being intended that the covenants and agreements contained in this License on the part of LICENSOR shall, subject to the aforesaid, be binding on LICENSOR, its successors and assigns, only during and with respect to their respective successive periods of ownership.

(ii) Should the Licensor, at any time during the term of this Agreement, decide to sell all or any part of the Premises that includes the Demised Premises licensed, such sale shall be under and subject to this Agreement and Licensee's rights hereunder, and any sale by the Licensor of any portion of the Premises underlying the right-of-way herein granted shall be under and subject to the right of the Licensee in and to such right-of-way.

(b) Rights under this Agreement may not be assigned by LICENSEE without the express written consent of LICENSOR, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, LICENSEE may assign its rights under this Agreement to an equity interest holder, principal, affiliate or subsidiaries of its principal without such consent, subject solely to Licensor's credit review of proposed successor tenant. Upon such conveyance, the purchaser or assignee or grantee shall expressly assume, subject to the limitations of this section, all the covenants, agreements and conditions in this License Agreement contained, to be performed on the part of the LICENSEE, it being intended that the covenants and agreements contained in this License Agreement on the part of LICENSEE shall, subject to the aforesaid, be binding on the LICENSEE, its successors and assigns, only during and with respect to their respective successive ownership periods. Upon assignment in accordance with this Section 11, LICENSEE shall be relieved of further liability and/or obligation under this Agreement except for any liability, obligation, cost, fee or expense of any kind incurred or accrued prior to such Assignment.

(c) Licensee shall not sublet the Demised Premises or any part thereof, and shall not permit any third party use of Licensee's Equipment, without the written consent of Licensor first had and obtained, which consent may be withheld at the sole discretion of Licensor.

## **SECTION 12. ACTS OF GOD AND FAILURE OF SERVICE**

(a) LICENSOR shall incur no liability to LICENSEE for failure to furnish space, as provided herein, or the rendition of any service, if prevented by wars, fires, strikes or labor troubles, accidents, acts of God, acts by the City, State, Federal and/or other governmental authorities, unavoidable delay or other causes beyond its control, involving the partial or total destruction of real property, and/or the Tower (the "Casualty"), provided that LICENSOR shall use reasonable commercial efforts to replace and restore damaged or destroyed elements thereof and reinstate services as promptly and reasonably as possible. In the event of the total or substantial partial destruction of the Tower, LICENSOR shall at its option, to be promptly exercised, either (a) choose not to rebuild, in which event this License shall automatically terminate, or (b) rebuild its facilities and reinstate service to LICENSEE as promptly as reasonably possible. During only the period in which LICENSOR by reason of any such loss or damage shall be unable to furnish space or render any service, the License Fee payments shall be suspended, but otherwise the covenants and agreements of LICENSEE under the terms of this License Agreement shall be in full force and effect.

(b) In the event of any Casualty, the License Fee payments shall be abated provided that Licensee is not able to use the Demised Premises for its intended purpose.

(c) LICENSOR shall not be liable for any damage, cost, compensation or claim arising out of any act or omission resulting in inconvenience, annoyance, interruption of transmission and loss of revenue resulting in the necessity of repairing or replacing any portion of the Premises (including the Tower), the interruption in the use hereof or the termination of this License by reason of the destruction thereof. However, if LICENSOR terminates this License as provided in this Section 12 and within two (2) years from the date of such notice of termination, reverses its decision and elects to rebuild the Tower, it shall give LICENSEE prompt written notice of its decision in the manner provided hereunder for the giving of notices. The notice shall be accompanied by a set of plans and specifications for the proposed Tower. The 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 one hundred & eighty (180) days, weather permitting, from date of the Casualty, LICENSEE, at any time thereafter, shall have the option to terminate this License Agreement or abate the minimum monthly License Fees.

### **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 demised Premises, thirty (30) days after written notice to LICENSEE (except with respect to a breach described in Section 3(a)), and perform such covenants, terms and conditions with the cost thereof, at the sole option of LICENSOR, to be charged to LICENSEE as additional License Fees. However, if the Licensee has commenced to perform any covenant, term and condition within the thirty (30) day notice period, and the performance of such requires a period beyond thirty (30) days, the Licensor shall have no right to go upon the Demised Premises as long as the Licensee is diligently pursuing the requisite performance.

### **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 written notice thereof from LICENSOR to LICENSEE;

(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 written 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 written 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 its space on the Tower 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 and Licensor of their previously accrued liability and obligations under this License 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 thirty (30) days written notice to LICENSEE shall pay to LICENSOR, as and for liquidated and incurred damages for default:

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 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**

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.

#### **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 material men'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. These obligations must be mutual with Licensee having a right of set-off if not paid. Any account paid by LICENSOR and all costs and expenses incurred by LICENSOR in connection with any such mechanics, laborers and material men's lien arising out of a claim asserted against LICENSEE incurred by LICENSOR in connection therewith, together with interest thereon at the rate of eight (8%) percent per annum from the respective dates of LICENSOR's making of the payment or incurring of such costs and expenses shall constitute additional License Fees payable as additional License Fees by LICENSEE to LICENSOR hereunder and any excess shall be payable to Licensor within thirty (30) days of Licensee's

receipt thereof.

## **SECTION 19. INDEMNIFICATIONS**

(a) LICENSEE shall indemnify and hold LICENSOR and its employees, members, 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:

(1) 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

(2) 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.

(b) 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:

(1) Any acts or omissions of LICENSOR, any Tenant, or any of their agents, stockholder, 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

(2) 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 Licensee and Licensor, their 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 \$1,000,000 for personal injury or death per occurrence, and \$1,000,000 for property damage. Licensee shall name Licensor as additional insured. 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, Workman'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 Commonwealth of Pennsylvania 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 License, and thereafter so long as this License 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 and/or Licensor's other licensees. Licensor shall not be responsible for any damages caused by Acts of God, or actions of other licensees, except acts of negligence directly attributable to 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 intends to use the Tower for the use stated in this Agreement, however, Licensor makes no representations or warranties as to the 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 property of Licensee and other tenancy.

(e) The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Demised Premises, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage (commonly known as a "waiver of subrogation"), regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them, provided however that such waiver shall only be effective if Licensor's insurer agrees in writing to give effect to such a waiver.

#### **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 License Fees 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 any of the following: (a) For reasons beyond its control, Licensee is unable to maintain licenses or approvals that were granted by the FCC or (b) Licensee's license to operate is revoked or suspended; (c) Pursuant to Section 12 of this License.

Once commenced, the Initial Term and each of the 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 any and all Equipment installed on and in the Demised Premises at Licensee's sole expense. Licensee, at its sole cost and expense, shall remove its Equipment from the Tower. Licensee shall be charged the then current License Fees until such Equipment is removed. In the event Licensee fails to remove Licensee's Equipment from the tower 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 Equipment is 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 Licensors's option, this Agreement shall be subordinate to any mortgage by Licensors 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 Licensors'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 beyond any applicable grace and/or cure period. 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 Licensors 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 Commonwealth of Pennsylvania. Suit hereunder or in any way related hereto may only be heard in the Court of Common Pleas of Delaware County, Pennsylvania.

#### **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. Philip Adler  
President  
COMMUNICATIONS MANAGEMENT COMPANY, INC.  
P.O. Box 420  
Westtown, PA 19395-0420

and the case of LICENSEE, to:

Kevin McGarvey  
Delaware County Regional Water Quality Control Authority  
100 E. 5<sup>th</sup> Street  
Chester, PA 19013

#### **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 Licensors'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.

#### **SECTION 29. USE**

Licensee shall use the Demised Premises for the purpose of constructing, maintaining and operating a SCADA Data relay site and uses incidental thereto.

**SECTION 30. AUTHORITY**

The Licensor represents that it has full authority to enter into this Agreement and that entering into this Agreement does not violate any zoning, land use or other similar restriction and that the Licensor has good and equitable title to enter into this Agreement.

**SECTION 31. PARITY**

This License shall be deemed to have been drafted by both parties equally and, therefore, in the event any litigation arises under or as a result of this License, it is specifically stipulated and agreed by Licensor and Licensee that this License shall be interpreted and construed without regard to any rule of construction whereby ambiguities in an instrument are resolved against the party that drafted the instrument in question.

**SECTION 32. EXHIBITS**

The parties acknowledge that certain information necessary to the Exhibits to this Agreement will be undetermined as of the time it is executed. Therefore, LICENSEE agrees to provide LICENSOR with such information as soon as practicable, and LICENSOR agrees to accept such information when provided.

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.

COMMUNICATIONS MANAGEMENT COMPANY, INC.  
(LICENSOR)

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

BY: \_\_\_\_\_

Philip Adler

Title: President

Date: 8/10/06

DELAWARE COUNTY REGIONAL WATER (DELCORA)  
(LICENSEE)

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

BY: \_\_\_\_\_

Kevin McGarvey

Title: INFORMATION SYSTEMS Mgr

Date: 8/16/06

EXHIBIT "A"

Application for Site Occupancy

Company Name: Delcora  
Address: 100 E. 5<sup>th</sup> Street  
Chester, PA 19013

Phone #:

Type of Service:

Transmission Line(s): One (1) 7/8" LMR400  
Make of (Transmitter) Equipment:

One (1) CAT5 Cable

TPO (Transmitter Power Output): 5 Watts

Transmitter Frequencies:

Type of Modulation or Other Emissions:

Receiver Frequencies:

Effective Radiated Power:

Type of TX Antennas, Model & Size:

Type of RX Antennas, Model & Size:


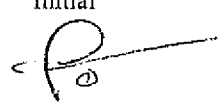
Elevation on Tower: 200'

Type of Duplexer/ Combining network

Person or Service Company Responsible for Operation & Maintenance

Name:  
Address:  
Phone:

Commencement Date:  
Installation Date:

  
Initial  
  
Initial

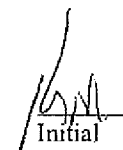
POSITIONS OF ANTENNA AND  
TRANSMISSION LINE ON TOWER

SE Tower Leg @ 200' level one each RFS Celwave Model 10022 900MHz Omni Antenna  
SE Tower Leg @ 200' level one each Orthogon Model 150m 5.7GHz Panel antenna

TRANSMISSION LINE:

e.g., one (1) 7/8" LMR 400 Cable to 200' Level  
(1) CAT 5E cable to 200' Level

Lines must be tagged top, middle and tower base, plus where they enter the equipment room with tags provided by the Licensor.

  
Initial

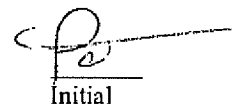
  
Initial

EXHIBIT "C"

LICENSE FEE SCHEDULE

FOR THE PERIOD

MONTHLY

September 1, 2006 through August 31, 2011

\$600.00 per quote, based on one 900MHz transmitter and one Canopy unit.

Licensee to install an electrical service, and pay separately for their equipment's use of power.

\* License Fee will increase annually during the Initial Term by the greater of:

- a) 4%
- b) The increase as of December 31<sup>st</sup> of the preceding year in the Consumer Price Index (CPI) for the Philadelphia area (1982/84=100) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

Above rates are specifically predicated upon Licensee's Facilities designated on Exhibits "A" and "B".

Initial

Initial

EXHIBIT "D"

REQUEST FOR ACCESS TO THE  
EQUIPMENT ROOM

DELCORA hereby requests permission of Communications Management Company Inc. to allow our employee(s) or representative(s) to enter the Premises for maintenance of Licensee's Equipment.

DELCORA has authorized the following employees to enter Licensor's Equipment Area:

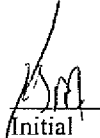

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In addition to the above, DELCORA has authorized its Contractor \_\_\_\_\_  
\_\_\_\_\_ to enter Licensor's Equipment Area and/or Tower. Prior to any work performed by Licensee's Contractor, Licensee shall provide proof of Contractor's insurance (comprehensive,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

  
Initial  
  
Initial