

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("**Agreement**"), between **BENCH STRENGTH PARTNERS, INC.**, a corporation located at 26 First Street, Pelham, NY 10803 ("**BSP**") and the **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation, having its principal office at 295 Main Street, Suite 350, Buffalo, New York 14203 ("**Authority**").

In consideration of mutual promises set forth in this **Agreement**, the parties agree as follows:

1. **SCOPE of AGREEMENT:** The **Authority** appoints **BSP** as its sole and exclusive representative to negotiate leases, licenses, lease buyouts or other agreements ("**Cell Lease[s]**") for the rental of space on the **Authority's** property for the placement of cellular antennas and related equipment, including the installation of small cell systems, for all location(s) owned by the **Authority**. **BSP** shall notify the **Authority** in writing of **Authority** property being considered for a **Cell Lease**. The **Authority** reserves the right to exclude from consideration any locations owned by the **Authority** for any reason.

A **Cell Lease**, as used in this **Agreement**, means (a) renewals of existing leases or licenses with the **Authority**, (b) new leases for carriers, seeking new or additional space on **Authority** property, (c) renegotiation of existing leases should that occur outside the context of a lease renewal. **BSP** shall not be responsible for drafting the **Cell Lease**. Instead, **BSP** will work with **Authority** counsel and suggest model lease terms for the **Authority's** counsel to incorporate into the final **Cell Lease**, or in an offer or proposal for a **Cell Lease**.

2. **TERM:** The term of this **Agreement** commences on October 31, 2019, the date on which the **Authority's** Board of Commissioners authorized the execution of this **Agreement** by resolution (the "**Effective Date**") and will continue for five years from the **Effective Date**.

This **Agreement** may be renewed for one, successive five-year period if either party provides notice of such a renewal sixty (60) days prior to the 5th anniversary of the **Effective Date**.

This **Agreement** may be terminated at any time if a party materially breaches the **Agreement**, or if a party gives a sixty-day written notice to the other party.

In the event of a termination, **BSP** shall be entitled to fees if, after the **Effective Date** and prior to the termination date, **BSP** has secured a new or modified **Cell Lease** executed by the **Authority**, or has tendered an offer or a proposal to enter into a **Cell Lease** approved by the **Authority**. Such an offer or proposal includes, but it not limited to, an **Authority** approved Term Sheet, or Heads of Terms. Such an offer or proposal may be approved at any time, including after the termination of this **Agreement**.

Nothing in this **Agreement** shall extend the ability of **BSP** to earn fees beyond the term, including any initial term and renewal term, of any **Cell Lease** negotiated by **BSP**. If prior to the termination of this **Agreement** the **Authority** has approved a **Cell Lease** containing a provision to extend or renew the **Cell Lease**, which was negotiated by **BSP**, **BSP** will be

entitled to fees in accordance with paragraph 5 of this Agreement for revenue earned by the **Authority** during the approved renewal or extension period.

Furthermore, in the event of a termination, **BSP** shall not be relieved of any outstanding duties imposed by this **Agreement**, including the requirements set forth under paragraphs 8 (Insurance) and 9 (Indemnity) of this **Agreement**.

3. **BSP SERVICES:** **BSP** will provide its best efforts to negotiate any **Cell Lease** acceptable to the **Authority**. All proposals prepared by **BSP**, and all offers, and counter-offers received by **BSP** are subject to the **Authority's** approval. The **Authority** is not bound to accept the **Cell Lease** negotiated by **BSP**. If **BSP** reasonably determines that it is necessary, in its sole and absolute discretion, to retain other experts as part of the negotiation process, **BSP** will engage such experts at its own cost.
4. **AUTHORITY REFERRALS:** The **Authority** shall refer to **BSP** all inquiries and offers received by the **Authority** regarding the lease or licenses for the usage of space on property owned by the **Authority** including property in a public right of way that falls within the legal boundaries of the **Authority**, or any offer to buy out the revenue stream from the lease or from an offer to lease any **Authority** property for the placement of cellular antennas and related equipment including small cell systems. All negotiations for **Cell Leases** will be conducted solely by **BSP** or under **BSP's** direction, subject to the **Authority's** review and final approval.
5. **BSP FEES:** The **Authority** agrees to compensate **BSP**, and **BSP** agrees to accept compensation for its services, based on the Fee Schedule included as part of this **Agreement** as Exhibit A. The **Authority** and **BSP** agree that the Fee Schedule is a success fee structure, and that no fee will be earned by **BSP** unless specific economic results are achieved, all as more particularly defined in Exhibit A.
6. **PROPERTY INFORMATION:** The **Authority** acknowledges that **BSP** is not responsible to determine whether toxic or hazardous wastes, substances, or levels of radio frequency emissions or undesirable materials or conditions currently exist or that could potentially exist in the future at all locations covered by this **Agreement**. The **Authority** acknowledges that it is solely the **Authority's** responsibility to conduct investigations to determine the presence of such materials or conditions.
7. **ACCESS TO AUTHORITY PROPERTY:** If **BSP** or any potential **Cell Lease** tenant wish to access any **Authority** property, it must notify the **Authority's** Security Officer and provide the following information: (a) government-issued photo identification for all site visitors; (b) a detailed statement indicating the purpose for the site visit; (c) the proposed date and time for the site visit; (d) the estimated start and finish time for the site visit; and (e) any additional information reasonably requested by the **Authority's** Security Officer. No person may visit any **Authority** property without the authorization of the **Authority** and/or its Security Officer.

8. **INSURANCE:**

- a. **Insurance Requirements.** **BSP** shall, at its expense, maintain insurance in full force and effect during the term of this **Agreement** in such amounts as to meet the minimum limits of liability specified below:
 - i. Comprehensive General Liability with limits no less than \$2,000,000 per occurrence, and \$4,000,000 general aggregate limit, including but not limited to, bodily injury and property damage.
 - ii. Business Automobile Liability with limits no less than \$1,000,000 each occurrence including non-owned and hired automobile liability.
 - iii. Workers' Compensation Coverage in statutory amounts including Employees Liability Insurance in limits of \$1,000,000 per employee.
 - iv. Professional Liability Coverage in the amount of \$2,000,000 each claim and a \$2,000,000 aggregate limit.
- b. **Requirements for All Insurance.** All insurance required in this paragraph shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of New York and with companies or underwriters satisfactory to the **Authority**.
- c. **Additional Insureds.** The **Authority** shall be named as an additional insured on each of the **BSP's** policies above except the Workers' Compensation policy, as and if required by written contract.
- d. **Insurance Primary.** All insurance policies required above shall be primary and shall not require contribution from any coverage maintained by the **Authority**, as and if required by written contract.
- e. **Insurance Certificate.** Certificates, in a form acceptable to the **Authority**, showing that **BSP** is carrying the above-described insurance in the specified amounts shall be furnished to the **Authority** prior to the execution of this **Agreement**, and a certificate showing continued maintenance of such insurance shall be filed with the **Authority** during the term of this **Agreement**. Failure of **BSP** to provide the required certificates of insurance does not invalidate or eliminate any of the insurance requirements contained herein or relieve **BSP** from any responsibility to carry the required types and amounts of insurance.
- f. **Notices of Change or Cancellation** are provided per the terms and conditions of the insurance policies in effect at the time of the change or cancellation.
- g. **Disclaimer.** The **Authority** does not represent or guarantee that these types or limits of coverage are adequate to protect the **BSP's** interests and liabilities. It shall be the obligation and responsibility of **BSP** to insure, as it deems prudent, its

own personal property, against damage. The **Authority** does not have insurance coverage for **BSP's** property, and the **Authority** expressly disclaims any and all liability for any and all losses, damage and/or claims to personal possessions of **BSP**.

9. **INDEMNITY**: **BSP** shall defend, indemnify and hold the **Authority** and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims directly resulting from: (a) **BSP's** breach of this **Agreement**, or (b) **BSP's** gross negligence or misconduct or that of its experts, agents or contractors in performing the Services hereunder, or (c) any claims directly arising in connection with **BSP's** employees, agents, experts or contractors, or (d) the use of any materials supplied by **BSP** to the **Authority** unless such material was modified by **Authority** and such modification is the cause of such claim.

This Paragraph shall survive the termination of this **Agreement** for any reason.

The **Authority** has the discretion and absolute right to decide whether to enter into any new or modified **Cell Lease**. **BSP** does not guaranty any future lease revenue amounts, as that is specifically conditioned on the terms of any **Cell Lease** accepted by the **Authority**. Accordingly, this indemnification shall not be construed to include any loss from the decline of license or lease revenue that may occur in the future.

10. **DATA, RECORDS AND INSPECTION**.

- a. The **Authority** agrees that it will make available all pertinent information, data and records under its control for **BSP** to use in the performance of this **Agreement**, or to assist **BSP** wherever possible to obtain such records, data and information.
- b. Records shall be maintained by **BSP** in accordance with requirements prescribed by the **Authority** and with respect to all matters covered by this **Agreement**. Such records shall be maintained for a period of six (6) years after receipt of final payment under this **Agreement**.
- c. To the extent applicable to the compensation provisions of this **Agreement**, **BSP** will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this **Agreement** shall be clearly identified and readily accessible.
- d. **BSP** shall be responsible for furnishing to the **Authority** records, data and information as the **Authority** may require pertaining to matters covered by this **Agreement**.

- e. **BSP** shall ensure that at any time during normal business hours and as often as the **Authority** may deem necessary, there shall be made available to the **Authority** for examination, all of its records with respect to all matters covered by this **Agreement**. **BSP** will also permit the **Authority** to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this **Agreement** to the extent applicable to the compensation provisions of this **Agreement**.
- f. All records provided to **BSP** shall remain the property of the **Authority** and shall be returned to the **Authority** upon the termination of this **Agreement** or upon request.

11. BSP REPRESENTATION AND WARRANTIES.

BSP represents and warrants that:

- a. **BSP** and all of its personnel shall have sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. **BSP** and all of its personnel shall perform their respective duties in a professional and diligent manner in the best interests of the **Authority** and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
- c. **BSP** has complied or will comply with all legal requirements applicable to it with respect to this **Agreement**. **BSP** will observe all applicable laws, regulations, ordinances and orders of the United States, State of New York and agencies and political subdivisions thereof.
- d. The execution and delivery of this **Agreement** and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the **BSP** is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the **BSP** contrary to the terms of any instrument or agreement.
- e. There is no litigation pending, or to the best of the **BSP's** knowledge, threatened against **BSP** affecting its ability to carry out the terms of this **Agreement** or to carry out the terms and conditions of any other matter materially affecting the ability of the **BSP** to perform its obligations hereunder.
- f. **BSP** will not, without the prior written consent of the **Authority**, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this **Agreement**.

- g. **BSP** employees are Independent Contractors to **BSP** and are not employees of the **Authority** for purposes of any tax withholding requirements.
12. **OTHER BSP CLIENTS:** **BSP** believes that each location is unique and that no conflicts of interest currently exist or will arise in the future. However, it is possible that **BSP** could be engaged to represent a property owner other than the **Authority** in the same geographic area of a location owned by the **Authority**. If that were to occur, **BSP** will notify the **Authority** of that potential conflict and request the **Authority** to consent to **BSP's** representation of such other property owner unless:
- a. the location for the other property owner is greater than 2 miles from a location owned by the **Authority** where **BSP** is negotiating a **Cell Lease** on such **Authority** location; OR
 - b. the location for the other property owner is within 2 miles from a location owned by the **Authority**, but the representation agreement between **BSP** and such other property owner is executed after the **Authority's Cell Lease** for the **Authority's** location has been executed, and provided further that the **Cell Lease** for such other property owner are not scheduled to expire within 12 months of a future lease expiration on a location owned by the **Authority**.

BSP and the **Authority** agree that situations covered by subparagraphs (a) and (b) within this paragraph are deemed not to present a conflict of interest.

BSP also agrees that it will not accept representation of another property owner within 2 miles of any of the locations owned by the **Authority**, without consent of the **Authority**, until any negotiation of the **Authority's Cell Lease**, which are then ongoing for renewal or modification has been concluded as evidenced by a new **Cell Lease** or modification of an existing **Cell Lease**.

13. **INTEREST OF THE AUTHORITY AND BSP:** The **Authority** and **BSP** agree that no member, officer, or employee of the **Authority** or **BSP** shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for the leases that may result from services rendered pursuant to this **Agreement**.
14. **AUTHORITY:** The **Authority** represents to **BSP** that pursuant to a duly authorized resolution of the **Authority's** Board of Commissioners, the Chairman of the Board of Commissioners is authorized to sign this **Agreement** on behalf of the **Authority**.
15. **PROFESSIONAL ADVICE:** **BSP** recommends that the **Authority** obtain legal, tax, or other professional advice relating to this **Agreement** and any **Cell Lease** resulting from services rendered pursuant to this **Agreement**.
16. **SURVIVAL:** This **Agreement** is binding upon the parties hereto and their respective successors and assigns.

17. **MISCELLANEOUS:** Unless the context clearly indicates the contrary, words in this **Agreement** used in this singular number shall include the plural number and words in this **Agreement** used in the plural number shall indicate the singular number.
18. **NEW YORK LAW AND JURISDICTION:** Notwithstanding any other provision of this **Agreement**, any dispute concerning any question of fact or law arising under this **Agreement** which is not disposed of by agreement between **BSP** and the **Authority** shall be governed, interpreted and decided by a Court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York and venue shall be the County of Erie, State of New York.
19. **ENTIRE AGREEMENT:** This **Agreement**, including Exhibit A, constitutes the entire **Agreement** between the **Authority** and **BSP** and supersedes all prior discussions. No modification or variation from the terms of this **Agreement** shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the **Authority** and signed by all parties. This **Agreement** shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective parties thereto.
20. **TERMINATION:** The **Authority** reserves the right to terminate this **Agreement** in the event it is found that the Certification filed by **BSP** in accordance with New York State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, the **Authority** may exercise its termination right by providing written notification to **BSP** in accordance with the written notification terms of this contract.
21. **NOTICES:** Notices to the **Authority** and **BSP** shall be delivered to the addresses noted below:

Bench Strength Partners, Inc.
26 First Street
P. O. Box 8581
Pelham, NY 10803

Legal Department
Erie County Water Authority
295 Main Street, Room 350
Buffalo, NY 14203

BENCH STRENGTH PARTNERS, INC.

ERIE COUNTY WATER AUTHORITY

BY: _____

BY: _____

Name:

Name: Jerome D. Schad

Title:

Title: Chairman

Date: _____

Date: _____

EXHIBIT A – FEE SCHEDULE

This Exhibit A to the **Agreement** between the **Authority** and **BSP** describes the conditions upon which a fee will be earned by **BSP** and the terms concerning the timing of payment of such fee.

1. **FEE SCHEDULE:** **BSP** shall earn fees for successfully improving the terms and conditions of a proposed **Cell Lease**, resulting in increased revenues over the term of the **Cell Lease** (“**Increased Revenues**”) and in an executed **Cell Lease** between the **Authority** and a carrier or other user of the **Authority** property (“**Tenant**”). Fees are earned only on the **Increased Revenues** from said **Cell Lease** to be paid to the **Authority** by **Tenant**: (a) over the Term of the new **Cell Lease** or (b) the term of the **Cell Lease** amendment or (c) the remaining term of an existing **Cell Lease**, the financial terms of which have been modified, or (d) on the value or increased value of any provisions, as the case may be. The term of the new **Cell Lease** or the **Cell Lease** amendment is the initial fixed term as defined in the **Cell Lease** or the **Cell Lease** amendment. Renewal options or extensions of the new **Cell Lease** are discussed in paragraph 2 of this exhibit.

Increased Revenue is defined as the total rent or any fee scheduled to be paid over the term of the new **Cell Lease** or amended **Cell Lease** plus any additional monetary enhancements discussed in paragraph 6 of this exhibit, minus the Baseline Rent, defined as the product of (i) the annual rental (or license fee) in effect at the conclusion of the existing **Cell Lease** or the amount of such annual rent scheduled to be paid in the current year in the case of an amendment and (ii) the term, in years, of the new **Cell Lease**, or the remaining years of an amended **Cell Lease**. The Fee Percentages applied to the **Increased Revenue** shall be those on the schedule below. The Fee Percentages within each range of **Increased Revenue** shall be applicable only to the **Increased Revenue** within that range of percentage increases.

Increased Revenue		BSP Fee
From	Up To	Percentage
0%	20%	0%
20.01%	30%	15%
30.01%	40%	20%
40.01%	50%	25%
50.01%	or above	30%

For example, if a new **Cell Lease** was executed and the **Increased Revenue** was 20% more than the Baseline Rent, no fee would be earned. If the **Increased Revenue** were 35% more than the Baseline Rent, the fee earned by **BSP** would be the sum of (i) the **BSP Fee**

Percentage (20%) applied to the **Increased Revenue** between 30% and 40%, plus (ii) the **BSP Fee Percentage** (15%) applied to the **Increased Revenue** between 20% and 30%.

2. **RENEWAL OPTIONS:** If the new **Cell Lease** contains options to renew for additional terms, **BSP** shall earn a fee for such renewal terms and such fee will be computed in accordance with paragraph 1 of this exhibit, as if the renewal term was a part of the original fixed term. However, such fee shall only be earned upon exercise of such renewal and will be payable to **BSP** according to the payment provisions in paragraph 8 of this exhibit. The **Authority** agrees to notify **BSP** of any decision by a **Tenant** to exercise a renewal option.
3. **REPLACEMENT TENANTS:** In the event that **BSP** negotiates a **Cell Lease** with a new **Tenant** and such **Tenant** replaces the space leased by an existing **Tenant** that elects not to renew its **Cell Lease**, **BSP** shall earn a fee on the **Cell Lease** with the replacement **Tenant** on the same terms as described in paragraph 1 of this exhibit, and in such event the Baseline Rent shall be based on the rent of the **Tenant** that is being replaced by the new **Tenant**.
4. **ADDITIONAL TENANTS:**

(a) In the event that **BSP** negotiates a **Cell Lease** with a **Tenant** not currently leasing space on a particular **Authority** property or is on the **Authority's** property but not currently paying any revenues and such **Tenant** is in addition to and not in replacement of an existing **Tenant**, **BSP** shall earn a fee for negotiating such **Cell Lease** based on the same terms as described in paragraph 1 of this exhibit, and in such event the Baseline Rent shall be based on the average of the annual revenues ("**Average Annual Revenue**") then in effect for all other similar **Cell Leases** at the subject location for the year immediately preceding the commencement of the **Cell Lease** for the new **Tenant**. Similar **Cell Leases** being defined as either small cell site installations or macro locations which would include a base equipment station. Any **Cell Lease** then in effect that have been amended or entered into as a result of the services provided by **BSP** pursuant to this **Agreement**, shall be ignored and the annual revenues of the **Cell Lease** in effect at the specific location prior to **Cell Lease** resulting from services provided by **BSP** shall be used in calculating such **Average Annual Revenue**.

(b) In the event **BSP** is asked by the **Authority** to negotiate a new **Cell Lease** with a **Tenant** at a location now owned or managed by the **Authority** as of the **Effective Date**, **BSP** shall earn a fee for negotiating such **Cell Lease** based on the same terms as described in paragraph 1 of this exhibit, and in such event the Baseline Rent shall be based on the **Average Annual Revenue** then in effect for all other similar **Cell Leases**, which are producing revenues at the locations owned or managed by the

Authority as of the **Effective Date** for the year immediately preceding calendar year prior to the commencement of the **Cell Lease** for the new **Tenant** except that any **Cell Lease** then in effect that have been amended, or entered into as a result of the services provided by **BSP** pursuant to this **Agreement** shall be ignored and the annual revenue of **Cell Leases** in effect at the specific location prior to the **Cell Lease** resulting from services provided by **BSP** shall be used in calculating such **Average Annual Revenue**.

(c) In the event the **Authority** does not currently have any similar **Cell Lease** nor has the **Authority** had any **Cell Lease** in the previous 3 years then the Baseline Rent shall be based upon the average of **Cell Leases** in the **BSP** database within a 5-mile radius of the site of the new **Cell Lease**. The radius of the new site will be increased in 5-mile radius increments until at least a total of 6 **Cell Leases** are obtained. Any **Cell Lease** then in effect that have been amended or entered into as a result of the services provided by **BSP** shall be excluded from this average computation. If the **BSP** database contains no **Cell Lease** as the radius is expanded up to 25 miles then **BSP** will proceed to obtain such **Cell Leases** from municipalities within such area and upon obtaining a total of 6 **Cell Leases**, **BSP** will use those **Cell Leases'** average as the Baseline Rent.

5. **CANCELLATION CLAUSES:** In the event that the **Authority** has the right to cancel a **Cell Lease** at a time subsequent to the execution of the **Cell Lease**, **BSP** shall be paid a fee for the entire **Cell Lease** term (excluding renewal options) as though such right to cancel did not exist.
6. **ENHANCED REVENUE:** In calculating the fees pursuant to paragraph 1 of this exhibit, the **Increased Revenue** shall include all incremental revenue and expense reimbursements to which the **Authority** is entitled that either stems from **Cell Lease** provisions that were not present in the existing **Cell Lease**, or relate to **Increased Revenue** and expense reimbursements terms for **Cell Lease** provisions that were present in the existing **Cell Lease**. **Increased Revenue** shall also include the value of any assets, the title to which is transferred to the **Authority** as a result of the terms negotiated by **BSP**. The value of such assets shall be based on replacement cost for such asset at the time of the transfer, less depreciation based on the age of such asset using a straight-line method of depreciation and a 40-year useful life. ("Replacement Cost New, Less Depreciation" method or "RCNLD").
7. **LEASE AUDIT FEE:** In the case that **BSP's** review of the **Cell Lease** terms and the payment history under such **Cell Lease** terms determines that there are unpaid or underpaid rents or fees due to the **Authority**, which have not been paid in the previous 3 months **BSP** shall be entitled to 25% of all such unpaid or underpaid rents

which **BSP** collects on behalf of the **Authority**. The payment for such collections will not be considered as **Increased Revenue**, as defined in section 1 of this exhibit and the 25% fee will be paid within 30 days of the receipt of the past due payments to the **Authority**.

8. **TIME OF PAYMENT:** Fees earned by **BSP** pursuant to this **Agreement** shall be earned upon execution of the **Cell Lease** or **Cell Lease** amendment, or upon exercise of any renewal options. In the case of a new **Cell Lease**, **Cell Lease** amendment or **Cell Lease** renewal, the **Authority** shall pay **BSP** its fee by allocating seventy five percent (75%) of the **Increased Revenues** scheduled to be received by the **Authority** under the **Cell Lease** until the fee computed pursuant to paragraph 1 of this exhibit has been fully paid. The first such payment shall be made within 30 days of the receipt of the amounts paid pursuant to the terms of the new **Cell Lease** or **Cell Lease** amendment. Additional payments shall be made to **BSP** within 30 days of receipt of any of the **Increased Revenues** until the total fee earned by **BSP** has been paid. In the case of a renewal option, such fee shall be paid in the same manner as a new **Cell Lease** or **Cell Lease** renewal described above.
9. **ACCELERATION:** In the event that the **Authority** enters into a transaction to assign the **Cell Lease** or the cash flows stemming from the **Cell Lease** to a third party, any remaining fee then due to **BSP** shall be accelerated and paid in full as of the effective date of any such assignment. If such payments include renewal periods, which have not yet been exercised, but which are included in the transaction for the sale of such rights, then the **BSP** fee due for such renewal will also be due as of the effective date of any such assignment.