

MASTER MANAGEMENT AND LEASE AGREEMENT
STATE OF NEW JERSEY

THIS MASTER MANAGEMENT AND LEASE AGREEMENT (the “Agreement”) is made as of the date of the final signature below, by and between the **Township of West Orange, a municipal corporation of the State of New Jersey**, having a mailing address of 66 Main Street, West Orange, New Jersey 07052 (“Lessor”), and **Global Signal Acquisitions IV LLC, a Delaware limited liability company**, with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564 (“Lessee”).

Definitions.

“Agreement” means this Ground Lease Agreement.

“Approvals” means all certificates, permits, licenses and other approvals which are legally necessary for the Lessee’s intended use of the Leased Premises.

“Commencement Date” means the _____ day of _____, 2010.

“Defaulting Party” means the party to this Agreement that has defaulted as provided for in Section 24 of this Agreement.

“Non-exclusive licenses” and “Utility Non-exclusive license” have the meanings set forth in Section 7 of this Agreement.

“Existing Ground Leases” means those eight (8) leases listed on **Exhibit “C”** attached hereto.

“Hazardous Material” means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

“Improvements” means a wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto.

“Lease Term” means a period of ten (10) years following the Commencement Date of this Agreement.

“Leased Premises” means each of those portions of Lessor’s Property in each of those two (2) locations listed and described in **Exhibit “B”** attached hereto. The boundaries of the Leased Premises may be subject to modification as set forth in Section 6.

“Lessee’s Notice Address” means c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, Attn: Legal Department, 2000 Corporate Drive, Canonsburg, PA 15317-8564, 1-866-482-8890.

“Lessor’s Notice Address” means Township of West Orange, 66 Main Street, West Orange, NJ 07052, Attn: Business Administrator (973) 325- 4050 and Trenk, DiPasquale, Webster, Della Fera, Sodono, P.C., 347 Mt. Pleasant Avenue, Suite 300, West Orange, NJ 07042, Attn: Richard D. Trenk, Township Attorney.

“Lessor’s Property” means those two (2) parcels of land located in the Township of West Orange, County of Essex, State of New Jersey, and being located at (i) 415 Valley Road, and (ii) Stagg Field, St. Cloud Avenue, as each of said two (2) parcels are listed and described in **Exhibit “A”** attached hereto.

“Non-Defaulting Party” means the party to this Agreement that has not defaulted as provided for in Section 24 of this Agreement.

“Rent” means the total consideration payable by Lessee to Lessor in exchange for the two (2) Leased Premises listed on **Exhibit “A”** and the eight (8) existing leases related to the Leased Premises that are listed on **Exhibit “C”** attached hereto, said Rent being in the amount of One Million Nine Hundred Twenty-Six Thousand Dollars (\$1,926,000.00).

Lessor’s Cooperation. During the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to obtain all of the Approvals, including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee’s ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor shall cooperate with Lessee and its employees, representatives, agents, and consultants to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies legally necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits; provided however, that Lessor shall not incur or be responsible for any costs or expense of the approval process, including, but not limited to, Lessee’s legal, engineering, planner and other professional fees. Lessor shall not “knowingly” do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be legally necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.

Lease Term. Effective as of the Commencement Date, Lessor leases the Leased Premises to Lessee for the Lease Term.

Rent. On the Commencement Date, Lessee shall pre-pay the Rent for the Leased Premises. Except as otherwise provided in Sections 24 and 27, Lessor agrees that Lessee shall have no further liability or obligation whatsoever for any further rent payment to Lessor during the Lease Term and Lessor does hereby waive its right to declare a default or breach under this Agreement for non-payment of rent by Lessee.

Leased Premises; Survey. In the event Lessee decides, in its sole discretion, to obtain a new survey of the Leased Premises, at no cost to the Lessor, Lessee shall provide Lessor with a copy of same, which shall replace and supersede the descriptions of the Leased Premises attached hereto as Exhibit “B”. The “as-built” survey shall be deemed to be incorporated into this Agreement as the new Exhibit “B” even if not physically affixed hereto. Lessee shall provide Lessor with copies of any reports, documents, drawings, and documents prepared during the Lease Term by or on behalf of Lessee related to the physical characteristics of the Leased Premises (e.g., survey, environmental reports, soil reports, and documents of a similar nature).

Non-Exclusive License. Conditioned upon and subject to commencement of the Lease Term Lessor grants the following non-exclusive licenses, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors for access, construction, staging, and/or other legally permitted uses in connection with realization of the rights granted herein: (i) an non-exclusive license over such portions of Lessor's Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility located upon Leased Premises; (ii) an non-exclusive license over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals; (iii) a thirty foot (30') wide non-exclusive license in the location shown in Exhibit "B", as may be amended, for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; (iv) a utility non-exclusive license (the "Utility Non-exclusive license") in the location shown in Exhibit "B", as may be amended, for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes, provided that in the event that any public utility is unable or unwilling to use the Utility Non-exclusive license in the location shown in Exhibit "B" as may be amended, at the sole option of Lessee Lessor shall grant an alternate non-exclusive license either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee and the public utility (collectively, the "Non-exclusive licenses"). TO HAVE AND TO HOLD the Non-exclusive licenses for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its Improvements.

Lessee's Right to Terminate; Effect of Termination by Lessee. Lessee shall have the right to terminate this Agreement, at any time, without cause, by providing Lessor with one hundred eighty (180) days' prior written notice. Upon such termination pursuant to this Section 7, all prepaid Rent shall be retained by Lessor. Upon termination, (i) this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by Lessee to the Lessor shall be paid within thirty (30) days of the termination date, and (ii) Lessor shall continue to honor all of the terms and conditions of those Existing Ground Leases through the expiration or termination of any such Existing Ground Leases in accordance with their own terms and conditions, as same shall survive the termination of this Agreement. If termination pursuant to this Section 7 is between January 1, 2021 and December 31, 2030, Lessee shall pay to Lessor the Termination Fee provided in Section 27(F).

Use of Property. The Leased Premises and the Non-exclusive licenses shall be used for the purpose of constructing, maintaining and operating the Improvements to the extent any such Improvements are owned by Lessee or for which Lessee has a contractual obligation to construct, maintain or operate same, and uses incidental thereto. Lessee may alter, modify, replace, repair or make additions within the Leased Premises at its sole expense or as it otherwise determines is reasonably necessary to accommodate each Sublease (as defined below), including, without limitation: (i) extension, structural enhancement or replacement of the tower structure within the Leased Premises; (ii) replacement of worn or defective parts within the Leased Premises; (iii) installation, extension or relocation of a perimeter security fence within the Leased Premises; (iv) maintenance or replacement of landscaping within the Leased Premises; (v) addition of new concrete pads or underground conduit within the Leased Premises; or (vi) repair, regrading or repaving of an access road. Lessor acknowledges that certain Improvements on the Leased Premises are owned by third parties not a party to this Agreement and that as to such Improvements, Lessee shall have no duty to maintain or operate same and Lessor shall look solely to the owner of such Improvements to ensure they are well maintained and operated. It is the intent of the parties that Lessee's Improvements shall not constitute a fixture. The Lessee may lease space within the Leased Premises provided that they do so on terms consistent with the existing lease agreements, in compliance with applicable laws, and of which Lessee shall provide notice to Lessor. Any new lease should be negotiated and contracted at no cost to the Lessor.

Removal of Obstructions. Except in the event of an emergency as provided below, on ten (10) days
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written to Lessor, and in full compliance with all applicable municipal and state laws, Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Non-exclusive licenses. In the event of an emergency including, without limitation, when there may be a potentially dangerous situation or circumstances causing or threatening to cause interference to Lessee's operations, Lessee shall provide notice as soon as is practicable to Lessor. Lessee shall dispose of any materials removed in accordance with applicable municipal and state law. All such actions shall conform to all leases and sub-leases.

Preservation of Existing Leases. Lessee agrees that it shall not take any action or inaction which shall materially adversely affect the existing leases or cause a default in any existing lease. To the extent Lessee receives any notice concerning any defaults or breaches by Lessee of the Existing Ground Leases, Lessee shall notify Lessor in writing within ten (10) days of Lessee's receipt of said notices. Lessee shall address any such notice in a timely commercially reasonable manner, and upon Lessor's request, shall keep Lessor apprised of any ongoing attempt to resolve the alleged default or breach.

Hazardous Materials.

(A) **Lessee's Obligation and Indemnity.** Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) **Lessor's Obligation and Indemnity.** Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on Lessor's Property or the Leased Premises if caused by Lessor or persons acting under Lessor.

Real Estate Taxes. Lessor shall pay all real estate taxes on Lessor's Property, if any. Lessee agrees to pay for any real or personal property taxes attributable to the Leased Premises and the Improvements constructed by Lessee on the Leased Premises. Lessee reserves the right to challenge any assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge.

Insurance. Lessee, at its sole expense, shall obtain and keep in force insurance upon the Leased Premises with liability and environmental coverage of at least one-million dollars (\$1,000,000) per occurrence and three-million dollars (\$3,000,000) aggregate, listing the Lessor as an additional insured. Upon request, Lessee shall provide to Lessor proof of insurance, and notify Lessor of any change, cancellation, or termination of coverage. In the event Lessee fails to supply evidence of insurance, Lessor shall be entitled to procure insurance at the expense of the Lessee. Lessee shall provide proof of such coverage within thirty (30) days of each anniversary of the Commencement Date. Lessor, at its sole expense, shall obtain and keep in force insurance upon the Lessor's Property with liability and environmental coverage of at least one-million dollars (\$1,000,000) per occurrence and three-million dollars (\$3,000,000) aggregate, listing the Lessee as an additional insured. Upon request, Lessor shall provide to Lessee proof of insurance, and notify Lessee of any change, cancellation, or termination of coverage. In the event Lessor fails to supply evidence of insurance, Lessee shall be entitled to procure insurance at the expense of the Lessor. Lessor shall provide proof of such coverage within thirty (30) days of each anniversary of the Commencement Date.

Eminent Domain. If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Non-exclusive licenses, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Non-exclusive licenses that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises and Non-exclusive licenses so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

Sale of Property. If Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part, then such sale shall be under and subject to this Agreement.

Intentionally Deleted.

Indemnity. Lessee indemnifies the Lessor and will hold the Lessor harmless from any and all costs and claims of liability or loss which arise out of the Lessee's use and/or occupancy of the Leased Premises. The Lessor indemnifies Lessee and shall hold Lessee harmless from any and all costs incurred for actual out-of-pocket expenditures which are incurred and arise out of the Lessor's acts, and from the acts of its employees and agents who may cause damage to Lessee's equipment and other assets located at the Leased Premises. Neither Lessee nor Lessor shall indemnify each other from acts arising out of the negligence or intentional misconduct of any third party including but not limited to invitees or licensees at the Leased Premises. Each party's indemnification obligations under this Agreement shall be limited to the limits of its insurance required to be maintained under this Agreement. The indemnity obligations under this Section shall survive termination of this Agreement.

Lessor's Covenant of Title. Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Lessee. Lessee understands and agrees that the Township of West Orange Board of Education owns the Stagg Field site, but the Lessor controls the Stagg Field site.

Interference with Lessee's Business. During the Lease Term, Lessor shall not enter into any ground lease, license, easement or other agreement with respect to the Leased Premises or any property adjacent thereto for the same or similar uses as provided for in this Agreement. Additionally, Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for wireless communications facilities. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

Quiet Enjoyment. Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Non-exclusive licenses.

Default.

(A) **Notice of Default; Cure Period.** In the event that there is a default by the Defaulting Party with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the Non-Defaulting Party shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently

pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Lessee's Default. Lessor acknowledges that under the terms of this Agreement, Lessee has the right to terminate this Agreement at any time upon one hundred eighty (180) days' notice. Accordingly, in the event that Lessor maintains any action or effects any remedies for default against Lessee, resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal; (ii) Lessor shall be entitled to recover from Lessee, in lieu of any other damages, as liquidated, final damages, a sum equal to six months' Rent; and (iii) Lessor shall continue to honor all of the terms and conditions of those Existing Ground Leases through the expiration or termination of any such Existing Ground Leases in accordance with their own terms and conditions, as same shall survive the termination of this Agreement. All assigned leases shall revert back to the Lessor upon termination or expiration in accordance with Section 27(A). In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(C) Consequences of Lessor's Default. In the event that Lessor is in default beyond the applicable periods set forth above, Lessee may, at its option, upon written notice: (i) terminate this Agreement and be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures reasonably made by Lessee in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Lessee for said expenditures upon demand; (iii) take any actions that are consistent with Lessee's rights; and/or (iv) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages. In no event shall Lessor be liable to Lessee for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

Lessor's Waiver. Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Property now or hereafter located on the Leased Premises.

Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be Essex County, New Jersey.

Assignment, Sublease, Licensing and Encumbrance. Except as provided below, with the prior approval of the Lessor, which shall not be unreasonably withheld, Lessee has the right to assign its interest in this Agreement. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor, and the Lessor thereafter approving the assignment. Notwithstanding the foregoing, no approval is necessary for Lessee to assign its interest in this Agreement to any parent, subsidiary, or parent entity or to any entity that merges with or into Lessee or that acquires all or substantially all of Lessee's assets. In the event the assignment is approved by Lessor or as otherwise allowed above, the assignment shall relieve Lessee from any further liability or obligations under this Agreement, but Lessee shall retain and be responsible to satisfy all liabilities accrued during the Lease Term prior to the assignment. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default. Lessee shall have the right to enter into ground leases, subleases or licenses for use of all or any portion of the Leased Premises, Non-exclusive licenses and/or Improvements (hereinafter each is individually a "Sublease") with any third party or multiple parties, which Subleases may include the installation, operation and maintenance of equipment on the Leased Premises and/or Improvements located thereon. Lessee shall provide to Lessor written notice of any such leases, subleases or licenses. Such leases, subleases or licenses shall be only for those accepted and permitted uses of the Leased Premises and/or the Improvements located thereon and shall be performed in accordance with all applicable laws.

Representations and Warranties.

(A) Lessee's Representations and Warranties. Lessee hereby represents and warrants as follows: (i) Lessee is duly organized and in good standing under the laws of the state of its formation; (ii) this Agreement has been duly authorized and approved by all required corporate action of Lessee; (iii) Lessee is financially and legally able to meet its obligations under this Agreement; and (iv) neither the execution nor the delivery of this Agreement nor the consummation of the transaction it contemplates will conflict with, or result in any material violation or default under, any term of the articles of incorporation, management agreement, by-laws of Lessee, or any agreement, mortgage, indenture, license, permit, lease or other instrument, or law by which Lessee is bound. Each of Lessee's representations and warranties will survive throughout the Lease Term.

(B) Lessor's Representations and Warranties. Lessor hereby represents and warrants as follows: (i) Lessor is duly organized and in good standing under the laws of the state of its formation; (ii) this Agreement has been duly authorized and approved by all required corporate action of Lessor; (iii) Lessor is financially and legally able to meet its obligations under this Agreement; and (iv) neither the execution nor the delivery of this Agreement nor the consummation of the transaction it contemplates will conflict with, or result in any material violation or default under, any term of the articles of incorporation, management agreement, by-laws, ordinance or other formation documents of Lessor, or any agreement, mortgage, indenture, license, permit, lease or other instrument, or law by which Lessor is bound. Each of Lessor's representations and warranties will survive throughout the Lease Term.

(C) Lessor does not represent or warrant the actual payment of the rent from the lessee or licensees under the Existing Ground Leases from the Commencement Date during the Lease Term. To the extent that any lessee or licensee fails to make any payment, Lessor shall reasonably cooperate with Lessee's efforts to collect the rent from the lessee(s) or licensee(s) but shall not be liable for any defaults or breaches by the lessee(s) or licensee(s) during the Lease Term under the Existing Ground Leases. No conduct, breaches or defaults by the lessee(s) or licensee(s) under the Existing Ground Leases shall be a basis for any termination of this Agreement or demand on Lessor.

Miscellaneous.

Recording. At no cost to Lessor, Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

Entire Agreement. Lessor and Lessee agree that this Agreement and the Existing Ground Leases contains all of the agreements, promises and understandings between Lessor and Lessee regarding the Leased Premises. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

Notices. All notices hereunder must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

Partial Invalidity. If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

1. Additional Provisions.

(A) Lessor and Lessee agree that simultaneously with the execution of this Agreement, Lessor shall assign to Lessee all of Lessor's right, title and interest as lessor in the Existing Ground Leases pursuant to a separate assignment document for each such Existing Ground Lease. The assignment agreement for each Existing Ground Lease shall be in substantially the form attached hereto as Exhibit "D". Such assignment shall include the right to all rents under each of the Existing Ground Leases and during the Lease Term, Lessee shall: (i) hold all right, title and interest in the Existing Ground Leases, and shall have the sole and exclusive right to bill, collect and keep all rent from same; (ii) be the exclusive point of contact for all lessees or licensees under the Existing Ground Leases, and use commercially reasonable efforts to respond to all inquiries and communications from same; and (iii) not hold itself out as Lessor's agent or attorney-in-fact, unless and to the extent expressly authorized by Lessor under this Agreement or in writing. Each such assignment shall be for the Lease Term of this Agreement, and upon the expiration or termination of the Lease Term of this Agreement, the right, title and interest of Lessor in the Existing Ground Leases shall revert back to the Lessor, except for the Stagg Lease (as defined below) and the Fire House #1 Lease (as defined below) with Sprint Spectrum, L.P., its successors or assigns, as Lessee shall continue to receive all rents from said Existing Ground Leases as was such arrangement prior to this Agreement. Lessee shall prepare an assignment to Lessor for each Existing Ground Lease and any Sublease upon the expiration or termination of the Lease Term.

(B) In the event Lessee enters into one or more Subleases with an unaffiliated third party during the Lease Term pursuant to Section 24 of this Agreement, Lessee shall pay to Lessor fifty percent (50%) of the rental, license or similar payments actually received by Lessee (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses actually incurred by Lessee ("Reimbursements")) within thirty (30) days after receipt of said payment by Lessee. Lessee shall have no obligation for payment to Lessor of such share of rental, license or other similar payments if not actually received by Lessee. Non-payment of such rental, license or other similar payment by a sublessee, licensee or other occupant shall not be a default under this Agreement. Lessee shall have the sole discretion as to whether, and on what terms, to enter into a Sublease of all or any portion of the Leased Premises, but there shall be no express or implied obligation of Lessee to do so. Upon expiration of the Lease Term, Lessee shall assign its interest in the Subleases to Lessor and one hundred percent (100%) of all of such rental, license or other similar payments for a Sublease shall be paid directly by said sublessee, licensee or other similar occupant directly to Lessor pursuant to the applicable Sublease. To the extent there are any Reimbursements, Lessee shall keep an accurate accounting of same, including, without limitation, for which tenant, subtenant or licensee such Reimbursement was from, and what effect, if any, any Reimbursement has on the payments due to Lessor under this Paragraph 27(B). Lessee shall provide an accounting of same

to Lessor upon Lessor's request for same.

(C) Notwithstanding the duration of the Lease Term, Lessor and Lessee do hereby amend (i) that Existing Ground Lease between Lessor and Sprint Spectrum, L.P., dated November 6, 1998 for that property at Stagg Field, St. Cloud Avenue, West Orange, being designated as Block 168, Lot 25, for approximately 2,400 square feet ("Stagg Lease"), and (ii) that Existing Ground Lease between Lessor and Sprint Spectrum, L.P., dated November 6, 1998 for that property at the West Orange Fire Station, Valley Road, West Orange, being designated as Block 16, Lot 5, for approximately 3,200 square feet ("Fire House #1 Lease"), to extend the term of the Stagg Lease and the Fire House #1 Lease to December 31, 2040. Upon the Lessee's request, Lessor shall execute such additional documentation to provide notice and evidence of such amendment to the Stagg Lease and the Fire House #1 Lease to extend the term of each said lease.

(D) Following the expiration of the Lease Term, notwithstanding Sections 3 and 4 of each of the Stagg Lease and the Fire House #1 Lease, Lessor and Lessee do hereby amend the amount of the monthly rent to be paid to Lessor under each said lease to Three Thousand One Hundred Dollars (\$3,100.00) per month payable in advance on or before the first day of each month for the remainder of the term of each said lease (until expiration or earlier termination). There shall be no escalations of rent for the remainder of the terms of each said lease. Upon the Lessee's request, Lessor shall execute such additional documentation to provide notice and evidence of such amendment to the Stagg Lease and the Fire House #1 Lease to modify the rent being paid thereunder.

(E) If at any time between January 1, 2021 and December 31, 2030 the Lessee terminates the Stagg Lease or the Fire House #1 Lease, as to each applicable lease, Lessee shall pay a termination fee ("Termination Fee") equal to the amount of rent that Lessee would have owed to Lessor under each applicable lease, as amended, between the date of such early termination and December 31, 2030. The Termination Fee will be due and payable in the same manner and on the same dates set forth in the applicable lease. Notwithstanding the foregoing, Lessee will be released from any and all of its obligations under the applicable lease as of the effective date of such termination and shall not be required to pay the Termination Fee if Lessee terminates the applicable lease due to a Lessor default.

(F) Each of the provisions in this Section 27 of this Agreement shall survive the expiration or termination of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

LESSOR:

Township of West Orange,

a municipal corporation of the State of New Jersey

By: ____

Print Name: _____

Print Title (if any): _____

Date: _

LESSEE:

Global Signal Acquisitions IV LLC,

a Delaware limited liability company

By: ____

Print Name: _____

Print Title (if any): _____

Date: _

[Add notary or attestation, as required by state law]

EXHIBIT “A”

[Include a copy of each deed by which Lessor was granted each of the two (2) tracts comprising Lessor’s Property]

EXHIBIT “B”

[Include description of each of the two (2) Leased Premises, including access road to Leased Premises, as Exhibit “B”.]

EXHIBIT “C”

EXHIBIT "D"

FORM OF ASSIGNMENT AGREEMENT

Prepared out of state.

Return to:

Tax Parcel: _____

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Assignment") is made effective as of this ____ day of _____, 2010 ("Effective Date"), by the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey ("Assignor"), with a mailing address of Municipal Hall, 66 Main Street, West Orange, NJ 07052, to and for the benefit of GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company ("Assignee"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WHEREAS, Assignor entered into a _____ [*insert name of lease agreement*] with _____ [*insert name of original tenant*] dated _____ (as amended and/or assigned, the "Agreement"), a memorandum of which has been recorded in Book _____, Page _____ in the Essex County Registry of Deeds ("Registry"), for a portion of property owned by Assignor located in West Orange, New Jersey, as such underlying property is described in that instrument recorded at Book _____ Page _____ in the Registry; and

WHEREAS, Assignor and Assignee have entered into a Master Management and Lease Agreement on or about the date of this Assignment (the "Master Lease Agreement"), granting and conveying unto Assignee a lease for a period of _____ (____) years (the "Master Lease Term") for constructing, maintaining, and operating a wireless communications facility over a _____ square feet portion of Assignor's property, together with a non-exclusive, perpetual right-of-way for ingress and egress and utilities; and

WHEREAS, the property on which the Master Lease Agreement is located contains all or a portion of the property that is the subject of the Agreement; and

WHEREAS, in furtherance of the Master Lease Agreement, Assignor hereby desires to assign any and all of Assignor's right, title, and interest in the Agreement to Assignee.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals are incorporated herein by reference.

2. Assignor hereby transfers, assigns and conveys unto Assignee, its successors and assigns, any and all of Assignor's right, title and interest under the Agreement (the "Assigned Rights") for the duration of the Master Lease Term. Upon the expiration of the Master Lease Agreement, the Assigned Rights shall revert back to the Assignor. Assignee shall prepare an assignment to assign all such rights back to Assignor within a reasonable period of time after expiration of the Master Lease Agreement. Any rents or sub-rents which Lessee receives after expiration or termination of the Master Lease Agreement shall be the sole property of the Lessor. To the extent that Lessee receives any such rents it shall hold them in trust for Lessor and immediately turn them over to Lessor.

3. Assignor hereby represents, warrants, covenants, to the best of the Lessor's knowledge, and agrees as follows: (a) any and all rents, fees or other payments under the Agreement are now fully paid and current; (b) Assignor has full right and authority to execute and deliver this Assignment and to assign the Assigned Rights to Assignee, and all consents, approvals and authorizations necessary for Assignor to consummate the transaction contemplated hereby have been obtained; (c) Assignor is the lawful owner of the Assigned Rights, no other party has any interest in or claim against the Assigned Rights, the Assigned Rights are free from all liens, and Assignor will warrant and defend the same against the lawful claims and demands of all persons whomsoever; (d) Assignor is the current lessor under the Agreement, the Agreement is in full force and effect, and no default exists under the Agreement on the part of either Assignor, as lessor, or the lessee thereunder, and, to Assignor's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by lessor under the Agreement, and (e) the Lessor has received no notice of defaults.

4. Assignor hereby agrees to completely indemnify and hold harmless Assignee from and against any and all liability, claims, demands, suits or any other cause of action (collectively, the "Claims") relating to, arising out of, or otherwise in connection with the Assigned Rights, which Claims relate to any act or failure to act by Assignor or any other liability of Assignor under the Agreement which predates the Effective Date of this Assignment.

5. Assignee hereby agrees to completely indemnify and hold harmless Assignor from and against any and all liability, claims, demands, suits or any other cause of action (collectively, the "Claims") relating to, arising out of, or otherwise in connection with the Assigned Rights, which Claims relate to any act or failure to act by Assignee or any other liability of Assignee under the Agreement which predates the Effective Date of this Assignment.

6. Except as expressly set forth herein, the terms of the Agreement shall remain in full force and effect, unaltered by this Assignment.

7. This Assignment may be executed in multiple counterparts, each of which may be treated as an original.

IN WITNESS WHEREOF, the parties, having read the foregoing and intending to be legally bound hereby, have executed this Assignment under seal with an intended Effective Date as of the day and year first written above.

ASSIGNOR:

Township of West Orange,
a municipal corporation of the State of New
Jersey

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

STATE OF _____, COUNTY OF SS.:

I CERTIFY that on _____, 2010, _____
personally came before me and stated to my satisfaction that this person:

(a) was the maker of the attached instrument; and,

(b) was authorized to and did execute this instrument as _____ of
the Township of West Orange, a municipal corporation of the State of New Jersey.

Notary Public
Print Name: _____
My Commission expires: _____

[AFFIX SEAL]

IN WITNESS WHEREOF, the parties, having read the foregoing and intending to be legally bound hereby, have executed this Assignment under seal with an intended Effective Date as of the day and year first written above.

ASSIGNEE:

Global Signal Acquisitions IV LLC,
a Delaware limited liability company

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

STATE OF _____, COUNTY OF SS.:

I CERTIFY that on _____, 2010, _____
personally came before me and stated to my satisfaction that this person:

(a) was the maker of the attached instrument; and,

(b) was authorized to and did execute this instrument as _____
of Global Signal Acquisitions IV LLC, a Delaware limited liability company.

Notary Public
Print Name: _____
My Commission expires: _____

[AFFIX SEAL]