

Attachment “A”

SITE NAME: West Orange Mt Pleasant Ave SC
SITE NUMBER:
ATTY/DATE

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this 18th ^{September} day of ~~July~~, 2014, between THE TOWNSHIP OF WEST ORANGE, with its principal offices located at 66 Main Street, West Orange, New Jersey 07052, hereinafter designated LESSOR and NEW YORK SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE approximately forty-five (45) square feet on the roof (the "Rooftop Space") of the building (the "Building") located at 66 Main Street, Township of West Orange, County of Essex, State of New Jersey (commonly known as Lot 1 in Block 67 on the tax maps of the Township of West Orange (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment, specifically equipment required to install, operate and maintain what are commonly known as "small network nodes"; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility, subject to the limitations and requirements with respect to access set forth in Paragraph 6 below. The Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in as is condition, which shall be ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date and continuing throughout the Term (as hereinafter defined): (a) the Building (including without limitation the roof, foundations, exterior walls, interior load bearing walls, and utility systems) is (i) in good condition, structurally sound, and free of any leakage; and (ii) the Property and Building are in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may exist with regard to the Building, or any part thereof; and (b) the Property is free of all lead-based paint, asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this

Paragraph 2 is discovered at any time during the Term, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense.

3. TERM; RENTAL.—This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental of Twelve Thousand and 00/100 Dollars (\$12,000.00) to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 18 below. LESSOR and LESSEE acknowledge and agree that rental payments shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. If the LESSEE fails to pay the annual rent within forty-five (45) days of the Commencement Date or the anniversary of the Commencement Date, an additional \$1,000 payment shall be made by the LESSEE to the LESSOR. Throughout the Term (as hereinafter defined) of this Agreement, on each and every annual anniversary of the Commencement Date, the annual rent shall increase by an amount equal to two percent (2%) of the then current rent amount. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation"), if applicable, including without limitation: (i) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (ii) other reasonable documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of any applicable Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. In consideration for electrical service, LESSEE shall pay the amount of \$1,200.00 per year to cover the estimated costs of electrical usage ("Utility Charge").

LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property

in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. ACCESS TO PROPERTY. LESSEE shall be permitted to access the Rooftop Space, Antenna Space and Cabling Space on the rooftop of the Premises in order to install, repair, or maintain same on a seven (7) days a week, twenty four (24) hours a day basis, provided LESSEE provides LESSOR with twenty-four (24) hours' written notice to the Township's Business Administrator if access is needed on a weekday, or forty-eight (48) hours' written notice to the Township's Business Administrator if access is needed on a weekend. Any such written notice may be electronic, and shall specify the scope of work to be performed. If, for any reasonable reason, LESSEE requires access to the interior of the Building, such access shall be permitted during weekday business hours only, provided that LESSEE gives twenty-four (24) hours' written notice to the Township's Business Administrator of its request to access the Building's interior. If access to the interior of the Building is required during non-business hours for any emergency repairs or maintenance, LESSEE may notify the Township Police Department, and will be responsible to reimburse the Township for any fees, overtime pay or other such expenses incurred by the Township in connection with LESSEE's request for entry to the Building during non-business hours. In the event of an emergency, including but not limited to power failures, or major transmission or communications lapses, LESSEE shall contact the Township Police Department, which in its reasonable discretion, which shall not be unreasonably withheld, shall permit the LESSEE to access the Rooftop Space and/or Building to make any necessary repairs to the "small network nodes" or ancillary cabling.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE, except that LESSOR may oversee and respond to any zoning, planning or other such applications which may be required by law, and may review same consistent with all requirements by law. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon LESSOR's receipt of the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the

representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. MUTUAL INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 8 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months' prior notice is given to the LESSOR.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment

that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE, unless such installation is an item necessary for the function of LESSOR's public duties, including but not limited to safety and emergency communications systems, in which case LESSOR shall notify LESSEE of any proposed installations or modifications which may affect LESSEE's equipment. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

14. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

15. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

16. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises pursuant to the terms herein. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title

and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

17. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE, on notice to the LESSOR but without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

18. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attention: Municipal Clerk

LESSEE: New York SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The extended period shall not apply to the timing of annual rent payments due to the LESSOR from the LESSEE. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default

under this Agreement if LESSOR fails, within five (5) business days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) business days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) business day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. ~~LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all~~ duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding

which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

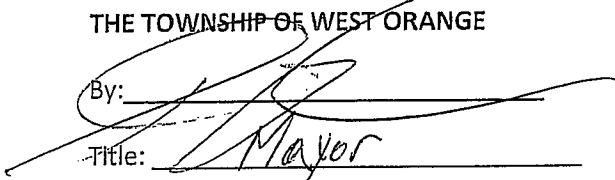
24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The parties have relied on independent counsel in the review and preparation of this Agreement, and did not, in any way, rely upon the counsel of the other party. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

[REMAINDER OF PAGE LEFT BLANK, SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

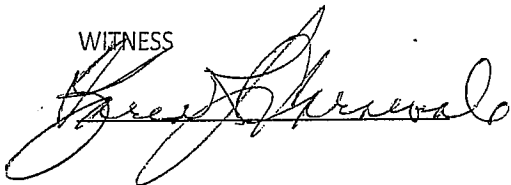
THE TOWNSHIP OF WEST ORANGE

By: 

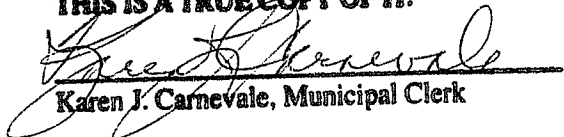
Title: Mayor

Date: July 25, 2014

WITNESS



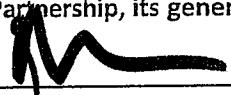
**THIS IS TO CERTIFY THAT I HAVE SEEN
THE ORIGINAL DOCUMENT AND THAT
THIS IS A TRUE COPY OF IT.**


Karen J. Carnevale, Municipal Clerk

LESSEE:

NEW YORK SMSA LIMITED PARTNERSHIP d/b/a
Verizon Wireless

By: Cellco Partnership, its general partner

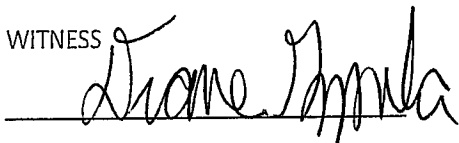
By: 

David R. Heverling

Its: Area Vice President Network

Date: 9/18/14

WITNESS



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

On this 18 day of Sept, 2014, before me, the undersigned personally appeared David R. Heverling, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the entity, New York SMSA Limited Partnership, d/b/a Verizon Wireless, upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Westborough, County of Worcester, Commonwealth of Massachusetts.

WITNESS my hand and official seal.

Diane Gazzola
Notary Public

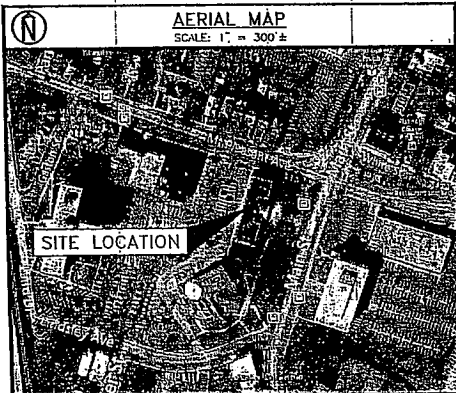
(SEAL)

My Commission Expires:



EXHIBIT "A"

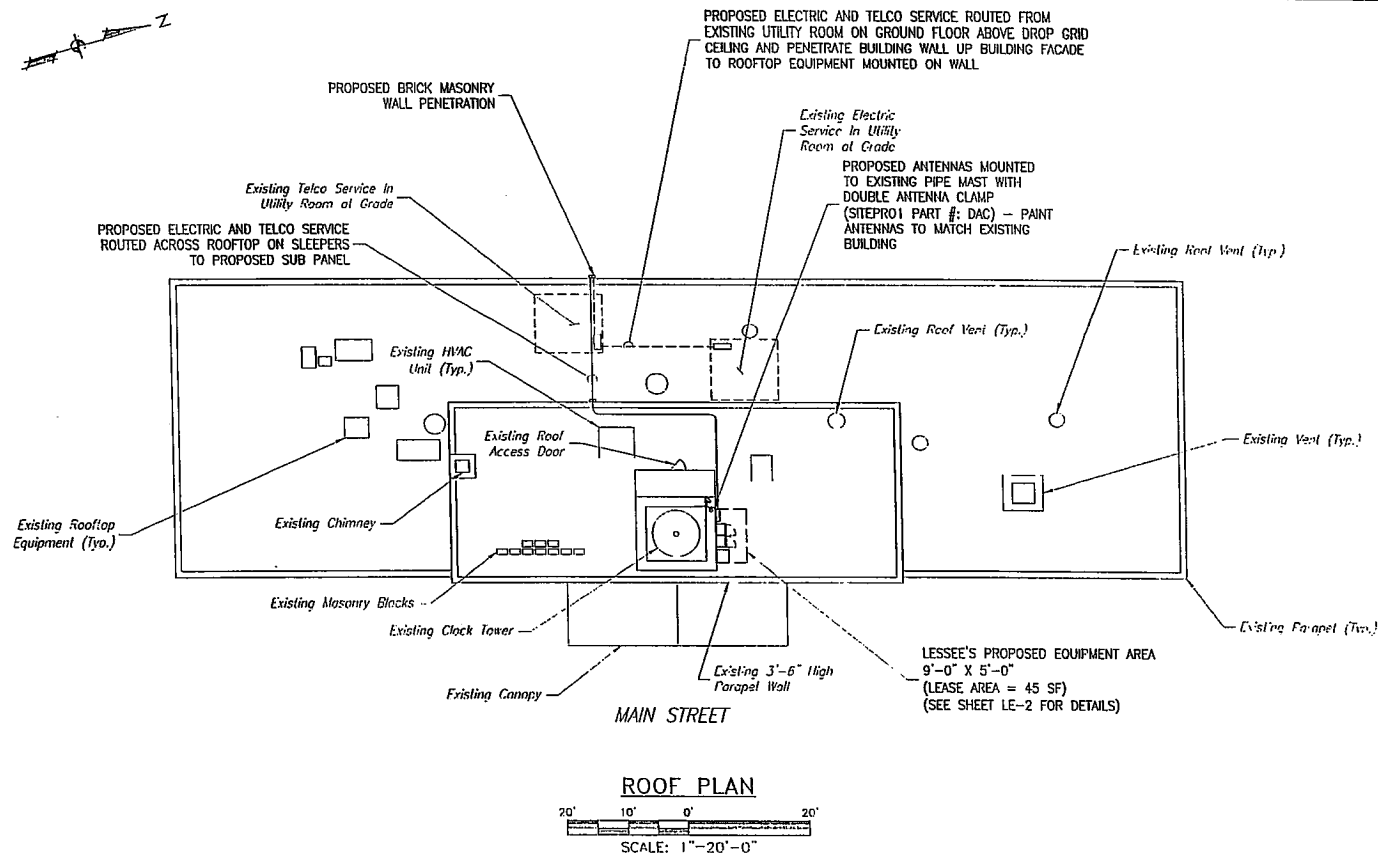
SITE PLAN OF ROOFTOP SPACE,
ANTENNA SPACE AND CABLING SPACE

**GENERAL NOTES:**

1. EXHIBIT "A" AS SUBMITTED IS A CONCEPTUAL REPRESENTATION OF THE LEASE AGREEMENT ONLY. FINAL CONSTRUCTION DRAWINGS MAY VARY TO COMPLY WITH APPLICABLE BUILDING CODES AND ZONING APPROVALS AND WILL SUPERSEDE EXHIBIT "A".
2. THE LOCATION OF LESSEE'S PROPOSED UTILITIES ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE RESPECTIVE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.
3. DO NOT SCALE THIS EXHIBIT UNLESS OTHERWISE NOTED.

SITE INFORMATION:

1. PROPERTY OWNER/LESSOR: TOWNSHIP OF WEST ORANGE
66 MAIN STREET
WEST ORANGE, NEW JERSEY
OWNER CONTACT: JACK SAYERS
OWNER CONTACT PHONE #: (973) 325-4050
2. LESSEE: NEW YORK SMSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRELESS
141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876
3. SITE ADDRESS: 66 MAIN STREET
WEST ORANGE, NEW JERSEY
4. BLOCK & LOT: BLOCK: 67 - LOT: 1
5. ZONING DISTRICT: B-1
6. SITE INFORMATION WAS OBTAINED FROM LIMITED FIELD OBSERVATIONS PERFORMED BY MASER CONSULTING P.A. ON 04/10/14.
7. THE PURPOSE OF THIS DRAWING IS FOR CONCEPTUAL REPRESENTATION OF THE LESSEE'S PROPOSED SCOPE OF WORK. DIMENSIONS SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

**LEGEND**

- LIGHT LINE WORK INDICATES
— EXISTING OBJECTS
— HEAVY LINE WORK INDICATES
— LESSEE'S PROPOSED OBJECTS

3	07/21/14	REV. PER ADDITIONAL VZW COMMENTS	MBP	FEP
2	07/15/14	ISSUED AS FINAL	MBP	FEP
1	06/05/14	REV. PER OWNER COMMENTS	JRF	FEP
0	05/20/14	VZW INTERNALLY APPROVED	JRF	FEP
A	05/01/14	PRELIMINARY SUBMISSION	JRF	FEP
REV.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY

EXHIBIT "A"

WEST ORANGE
MT. PLEASANT AVENUE SC

66 MAIN STREET
WEST ORANGE, NEW JERSEY

NEW YORK SMSA
LIMITED PARTNERSHIP
d/b/a **verizon wireless**

141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876

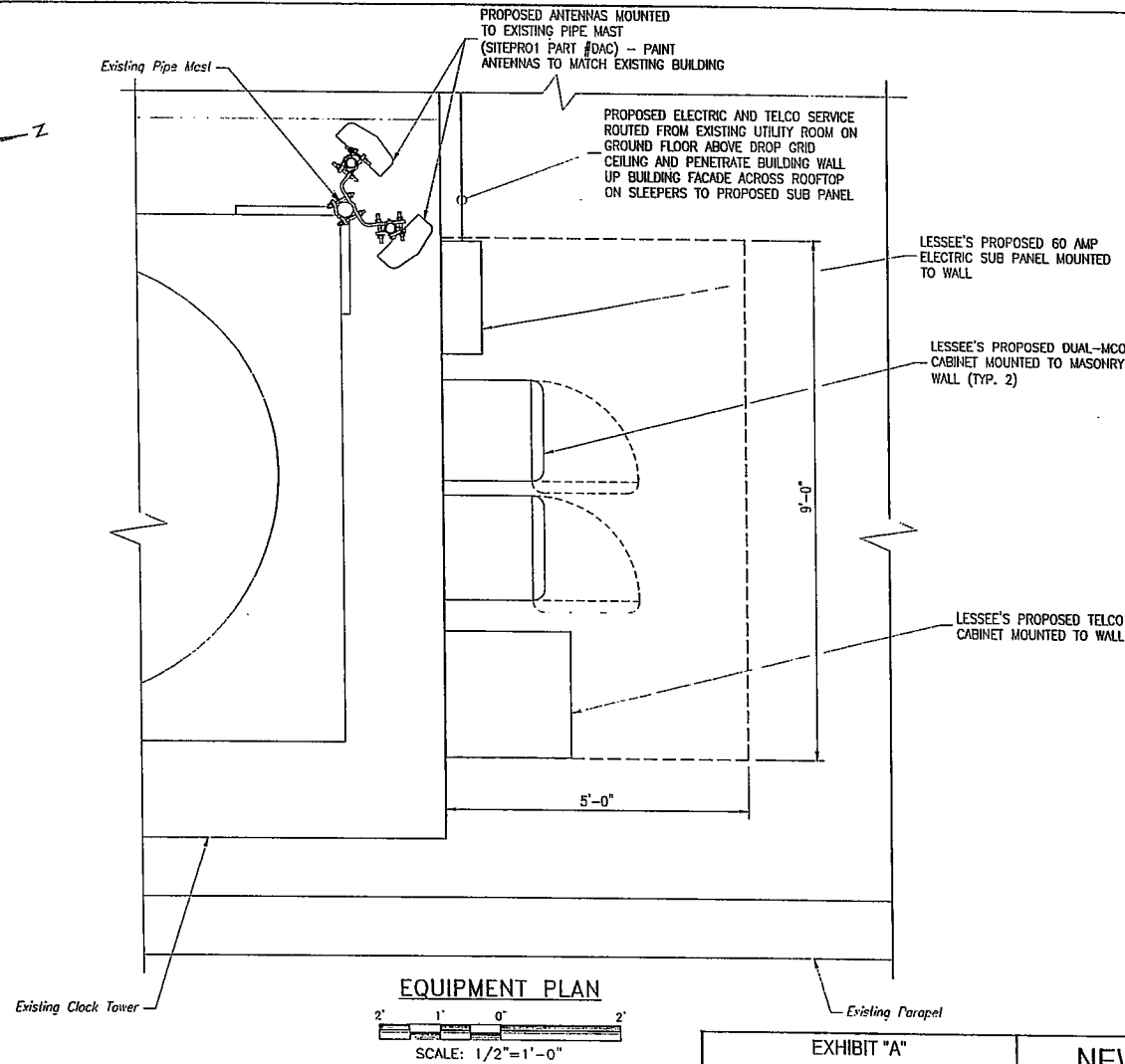
MASER JOB NO.

14907023A

SHEET NO.

LE-1

MASER
CONSULTING P.A.
Consulting, Municipal & Environmental Engineers
Financial/Construction/Landscape Architects
New Jersey New York Pennsylvania Virginia
140 Valley Road, Suite 204
Mt. Arlington, NJ 07754
973-399-2110
COA# 24GA27986500



REV.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
3	07/21/14	REV. PER ADDITIONAL VZW COMMENTS	MBP	FEP
2	07/15/14	ISSUED AS FINAL	MBP	FEP
1	06/05/14	REV. PER OWNER COMMENTS	JRF	FEP
0	05/20/14	VZW INTERNALLY APPROVED	JRF	TCP
A	05/01/14	PRELIMINARY SUBMISSION	JRF	FEP

EXHIBIT "A"

WEST ORANGE
MT. PLEASANT AVENUE SC

66 MAIN STREET
WEST ORANGE, NEW JERSEY

NEW YORK SMSA
LIMITED PARTNERSHIP
d/b/a **verizon wireless**

141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876

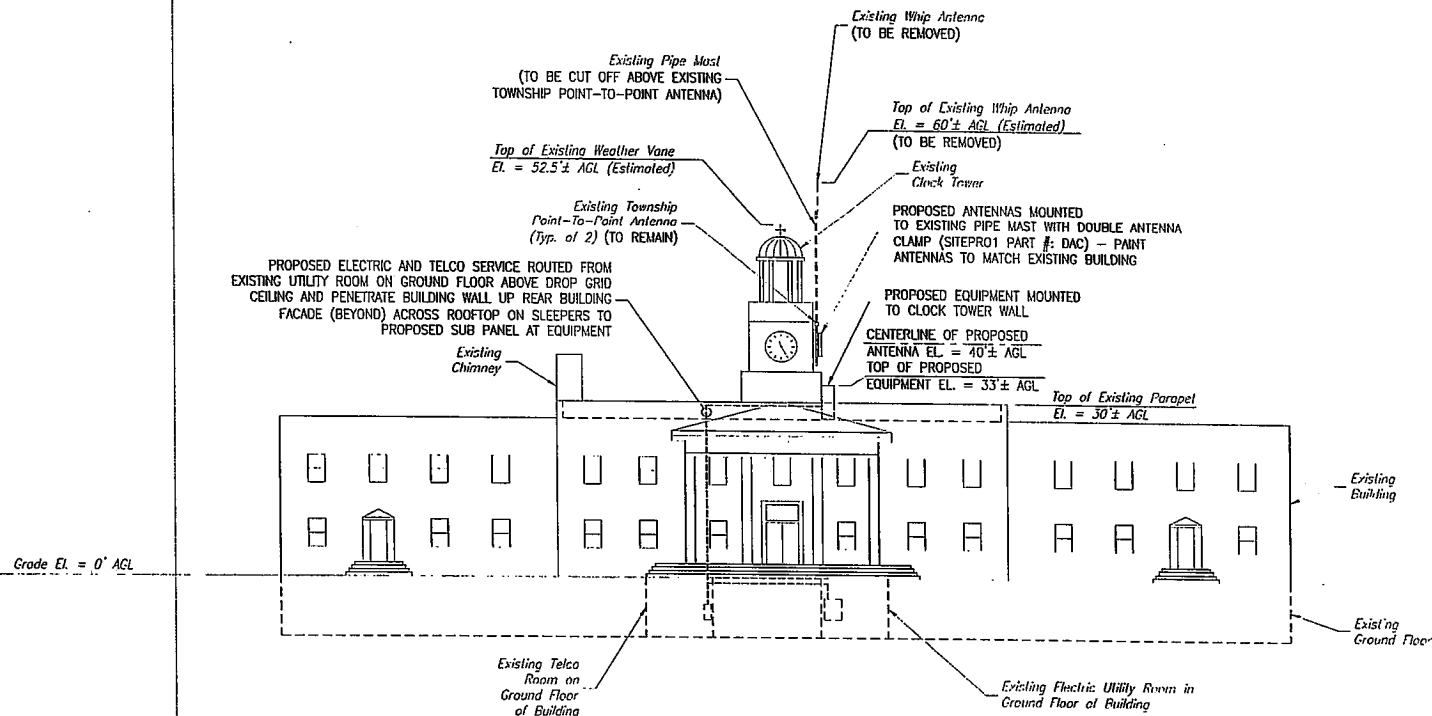
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14907023A

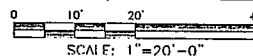
SHEET NO.

LE-2

MASER
CONSULTING, MUNICIPAL & ENVIRONMENTAL ENGINEERS
PLANNING, DESIGN, CONSTRUCTION, LANDSCAPE ARCHITECTS
New Jersey New York Pennsylvania Virginia
Certified Licensure through the National Board of Standards
400 Valley Road, Suite 304
101, Arlington, NJ 07055
973-398-3110
COA# 24GA27986500



ELEVATION (LOOKING WEST)



REV.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY
3	07/21/14	REV. PER ADDITIONAL VZW COMMENTS	MBP	FEP
2	07/15/14	ISSUED AS FINAL	MBP	FEP
1	06/05/14	REV. PER OWNER COMMENTS	JRF	FEP
0	05/20/14	VZW INTERNALLY APPROVED	JRF	FEP
A	05/01/14	PRELIMINARY SUBMISSION	JRF	FEP

EXHIBIT "A"

WEST ORANGE
MT. PLEASANT AVENUE SC

66 MAIN STREET
WEST ORANGE, NEW JERSEY

NEW YORK SMSA
LIMITED PARTNERSHIP
d/b/a **verizon wireless**

141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876

MASER JOB NO.

14907023A

MASER
CONSULTING, MUNICIPAL & ENVIRONMENTAL ENGINEERS
PLANNING, CONSTRUCTION, LANDSCAPE ARCHITECTS
New Jersey New York Pennsylvania Virginia
Customer Loyalty Through Commitment
400 Valley Road, Suite 301
Mt. Arlington, NJ 07050
973-998-3110
COA# 24GA27986500

SHEET NO.

LE-3

Attachment “B”

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") made this ____ day of ____ 2015, between THE TOWNSHIP OF WEST ORANGE, with its principal offices located at 66 Main Street, West Orange, New Jersey 07052, hereinafter designated LESSOR and NEW YORK SMSA LIMITED PARTNERSHIP, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, LESSOR and LESSEE entered into a Lease Agreement, dated September 18, 2014; and

WHEREAS, LESSOR and LESSEE have agreed to amend the Lease Agreement on the terms and conditions set forth herein; and

WHEREAS, The Rooftop Space, Antenna Space and Cabling Space are collectively referred to as the "Premises" and are attached to the Lease Agreement as Exhibit "A", "Site Plan of Rooftop Space, Antenna Space and Cabling Space"; and

WHEREAS, the Parties have agreed to replace Exhibit "A" with a revised Exhibit A, titled Exhibit "A" West Orange Mt. Pleasant Avenue SNN, dated May 20, 2014 and revised through January 29, 2015.

NOW, THEREFORE, in consideration of the covenants set forth herein, and intending to be legally bound, the parties agree as follows:

1. Exhibit "A", Site Plan of Rooftop Space, Antenna Space and Cabling Space is removed from the Lease Agreement and replaced in its entirety with Exhibit "A", West Orange Mt. Pleasant Avenue SNN, dated May 20, 2014 and revised through January 29, 2015, attached to this First Amendment.

2. Except as amended hereby, the terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the first date above written.

LESSOR:

THE TOWNSHIP OF WEST ORANGE

WITNESS

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

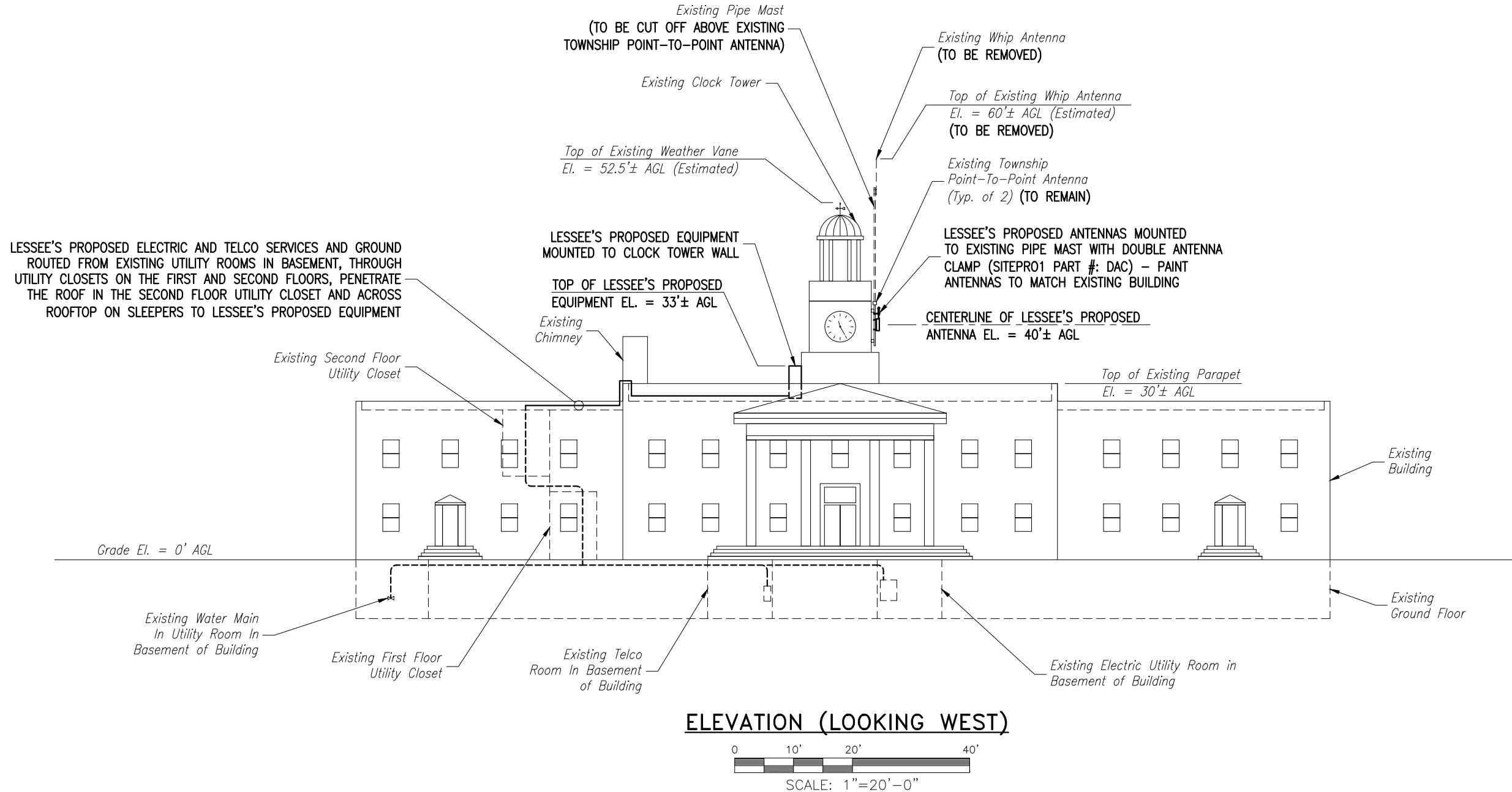
**NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a Verizon Wireless**

By: Cellco Partnership, its general partner

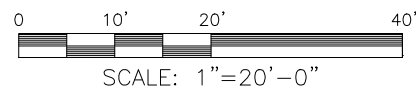
WITNESS

By: _____
David Heverling
Its: Area Vice President Network
Date: _____

Attachment
Exhibit “A”



ELEVATION (LOOKING WEST)



4	01/29/15	REVISED UTILITY ROUTING	DJS	FEP
3	07/21/14	REV. PER ADDITIONAL VZW COMMENTS	MBP	FEP
2	07/15/14	ISSUED AS FINAL	MBP	FEP
1	06/05/14	REV. PER OWNER COMMENTS	JRF	FEP
0	05/20/14	VZW INTERNALLY APPROVED	JRF	FEP
REV.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY

EXHIBIT "A"
WEST ORANGE
MT. PLEASANT AVENUE SNN

66 MAIN STREET
BLOCK 67, LOT 1
WEST ORANGE, ESSEX COUNTY,
NEW JERSEY 07052

NEW YORK SMSA
LIMITED PARTNERSHIP
d/b/a **verizon** wireless

141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876

MASER JOB NO.

14907023A

MASER
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Planners ■ Surveyors ■ Landscape Architects
New Jersey New York Pennsylvania Virginia
Customer Loyalty through Client Satisfaction
400 Valley Road, Suite 304
Mt. Arlington, NJ 07856
973-398-3110
COA# 24GA27986500

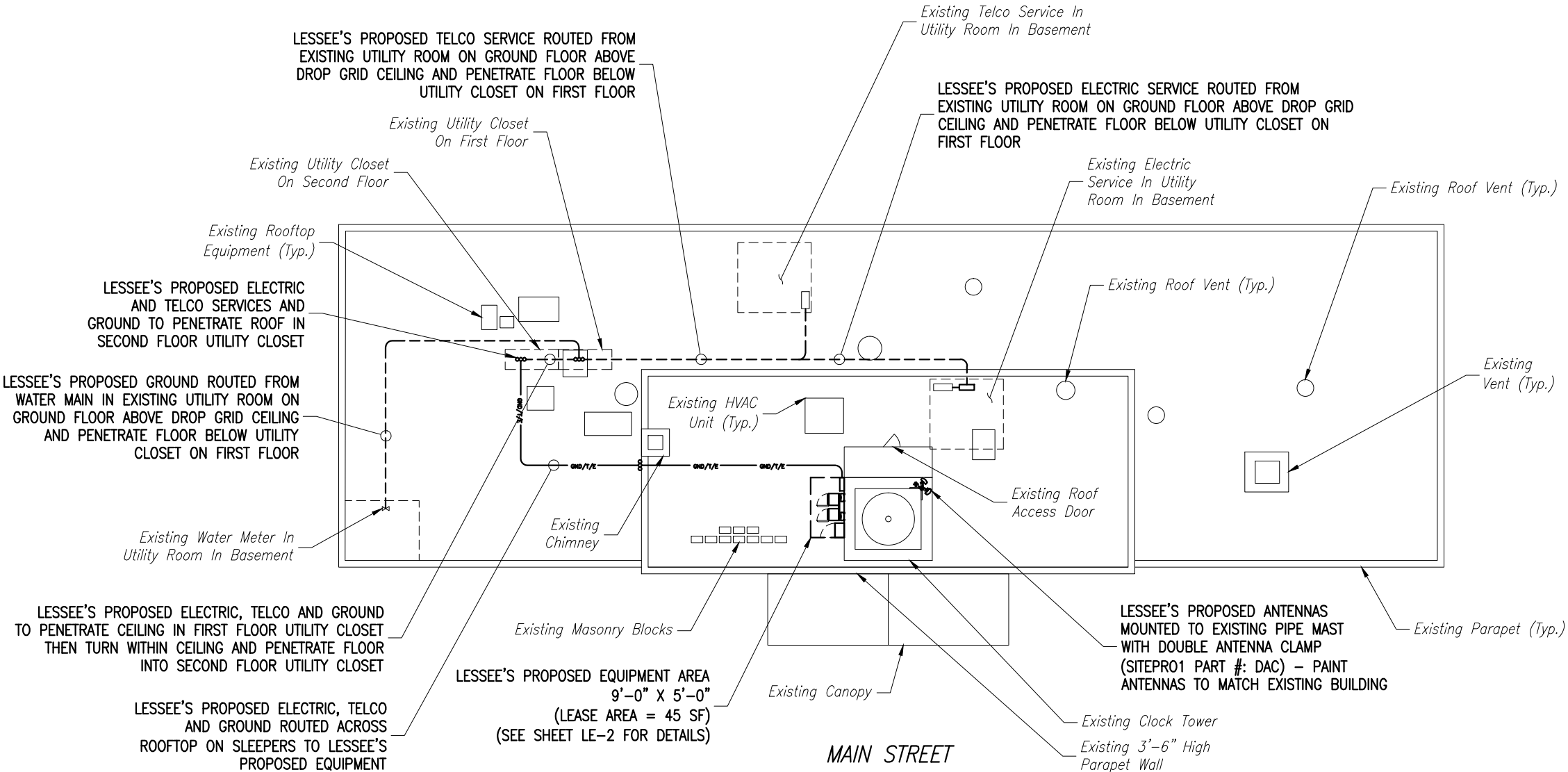
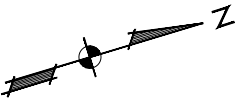
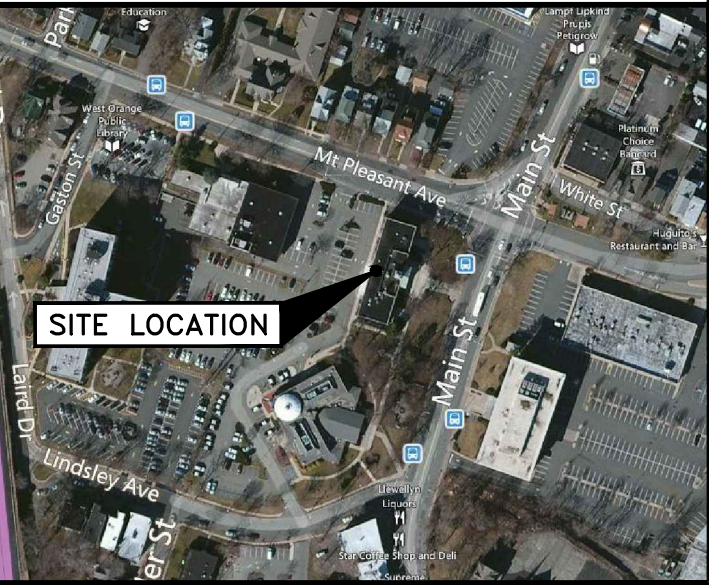
SHEET NO.

LE-3



AERIAL MAP

SCALE: 1" = 300'±



GENERAL NOTES:

1. EXHIBIT "A" AS SUBMITTED IS A CONCEPTUAL REPRESENTATION OF THE LEASE AGREEMENT ONLY. FINAL CONSTRUCTION DRAWINGS MAY VARY TO COMPLY WITH APPLICABLE BUILDING CODES AND ZONING APPROVALS AND WILL SUPERSEDE EXHIBIT "A".
2. THE LOCATION OF LESSEE'S PROPOSED UTILITIES ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE RESPECTIVE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.
3. DO NOT SCALE THIS EXHIBIT UNLESS OTHERWISE NOTED.

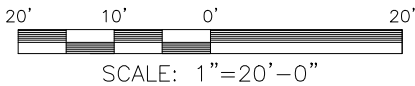
SITE INFORMATION:

1. PROPERTY OWNER/LESSOR: TOWNSHIP OF WEST ORANGE
66 MAIN STREET
WEST ORANGE, NEW JERSEY 07052

OWNER CONTACT: JACK SAYERS

OWNER CONTACT PHONE #: (973) 325-4050
2. LESSEE: NEW YORK SMSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRELESS
141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876
3. SITE ADDRESS: 66 MAIN STREET
WEST ORANGE, NEW JERSEY 07052
4. COUNTY: ESSEX
5. BLOCK & LOT: BLOCK: 67 - LOT: 1
6. ZONING DISTRICT: B-1
7. SITE INFORMATION WAS OBTAINED FROM LIMITED FIELD OBSERVATIONS PERFORMED BY MASER CONSULTING P.A. ON 04/10/14 AND 01/21/15 .
8. THE PURPOSE OF THIS DRAWING IS FOR CONCEPTUAL REPRESENTATION OF THE LESSEE'S PROPOSED SCOPE OF WORK. DIMENSIONS SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
9. UTILITY ROUTING INDICATED IS BASED ON LIMITED OBSERVATIONS MADE IN THE FIELD WITHOUT ANY SUB-SURFACE INVESTIGATION

ROOF PLAN



LEGEND

- LIGHT LINE WORK INDICATES EXISTING OBJECTS
- HEAVY LINE WORK INDICATES LESSEE'S PROPOSED OBJECTS

EXHIBIT "A"
WEST ORANGE
MT. PLEASANT AVENUE SNN

66 MAIN STREET
BLOCK 67, LOT 1
WEST ORANGE, ESSEX COUNTY,
NEW JERSEY 07052

NEW YORK SMSA
LIMITED PARTNERSHIP
d/b/a **verizon** wireless

141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876

MASER JOB NO.

14907023A



Consulting, Municipal & Environmental Engineers
Planners ■ Surveyors ■ Landscape Architects

New Jersey New York Pennsylvania Virginia
Customer Loyalty through Client Satisfaction

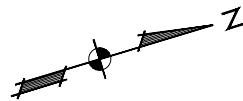
400 Valley Road, Suite 304
Mt. Arlington, NJ 07856
973-398-3110

COA# 24GA27986500

SHEET NO.

LE-1

4	01/29/15	REVISED UTILITY ROUTING	DJS	FEP
3	07/21/14	REV. PER ADDITIONAL VZW COMMENTS	MBP	FEP
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REV.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY



LESSEE'S PROPOSED ELECTRIC AND TELCO SERVICES AND GROUND ROUTED FROM EXISTING UTILITY ROOMS IN BASEMENT, THROUGH UTILITY CLOSETS ON THE FIRST AND SECOND FLOORS, PENETRATE THE ROOF IN THE SECOND FLOOR UTILITY CLOSET AND ACROSS ROOFTOP ON SLEEPERS TO LESSEE'S PROPOSED EQUIPMENT

LESSEE'S PROPOSED 60 AMP ELECTRIC SUB PANEL MOUNTED TO WALL

LESSEE'S PROPOSED DUAL-MCO CABINET MOUNTED TO MASONRY WALL (TYP. 2)

2 3/8" MOUNTING PIPE

P1000 UNISTRUT

LESSEE'S PROPOSED TELCO CABINET MOUNTED TO WALL

CANTILEVER WALL BRACKET
(SITEPRO1 PART# SP250-6
OR APPROVED EQUAL)

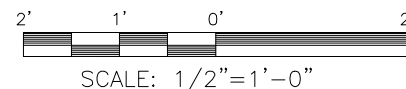
Existing Pipe Mast

LESSEE'S PROPOSED ANTENNAS MOUNTED TO EXISTING PIPE MAST
(SITEPRO1 PART #DAC) - PAINT ANTENNAS TO MATCH EXISTING BUILDING

Existing Parapet

Existing Clock Tower

EQUIPMENT PLAN



4	01/29/15	REVISED UTILITY ROUTING	DJS	FEP
3	07/21/14	REV. PER ADDITIONAL VZW COMMENTS	MBP	FEP
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SHEET NO.

LE-2