

Attachment “A”

116242-702

**GROUND LEASE AGREEMENT BETWEEN
THE TOWNSHIP OF WEST ORANGE AND
SPRINT SPECTRUM, L.P.**

1. **Premises and Use.** Township of West Orange leases to Sprint Spectrum, L.P. ("Lessee") the following site:

Portion of property owned by the Township of West Orange situated at the West Orange Fire Station, Woodland at Pleasant Valley Way, West Orange, Block 152.07, Lot 1 on the Township of West Orange Tax Map, consisting of approximately 2,010 square feet, on the ground, for the purpose of constructing, operating and maintaining a 125 foot stealth tree monopole along with a 10' x 20' foot concrete pad.

Lessee will have a non-exclusive easement for reasonable access thereto and to the appropriate, in the reasonable and appropriate discretion of Lessee, source of electric and telephone facilities. The Site will be used by Lessee for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, wireless communication facilities, including, without limitation, antenna equipment, cable wiring, related fixtures and, a 125 foot stealth tree monopole. Lessee will use the Site in a manner which will not unreasonably disturb the occupancy of the Township of West Orange's other tenants and activities. Lessee will have access to the Site twenty-four (24) hours per day, seven (7) days per week.

2. **Term.** The term of this Agreement (the "Initial Term") is ten (10) years, commencing on the earlier of the date ("Commencement Date") both Lessee and the Township of West Orange have executed this Agreement or sixty (60) days from the date of execution by the Township of West Orange. This Agreement will be automatically renewed for three (3) additional terms (each a "Renewal Term") of five (5) years each, unless Lessee provides The Township of West Orange notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. **Rent.** The rent shall be commenced the earliest period of the following times (a) that date which is 30 days after the issuance of a building permit, (b) that date which is 30 days after the Commencement Date (c) the first day of the month following the commencement of the physical preparation of the Site. Rent will be paid in equal monthly installments of \$2,600.00. Rent for each year of each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by five percent per annum as provided in Paragraph Four (4) immediately below.

4. **Rent Adjustments.** Commencing with the first full month of the eleventh year, the Rent shall be increased after the end of each Lease year during the term of the Lease, including any

extensions, by five percent (5%) per annum.

5. **Co-Location.** The Township of West Orange is the only party that has a right to lease portions of the Antenna Site to Co-Tenants. In addition to a Ground Lease Agreement with the Township of West Orange, Lessee and all Co-Tenants must execute a Co-Location Agreement which shall (i) be in form reasonably determined by Sprint, (ii) provide 100% of the rent is to be paid to The Township of West Orange, and (iii) provide that all Co-Tenants agree pay its pro rata share of all site development and maintenance costs to Sprint. The site development costs include the development, design and construction of the Antenna Site and Antenna, including, but not limited to the stealth tree monopole, equipment, utility connections, access road improvement, security fence, shelter buildings and other items required to be constructed, installed or improved to bring about the full use of the Antenna Site. All Co-Tenants shall be responsible for the installation and maintenance of their own antennas and equipment.

6. **Title and Quiet Possession.** The Township of West Orange represents and agrees (a) that it is the owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Lessee is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Lessee is not in default beyond the expiration of any cure period; and (e) that The Township of West Orange will not have unsupervised access to the Site or to the wireless communications equipment except in the event of an emergency. In the event of an emergency, The Township of West Orange will make reasonable efforts to notify Lessee. Lessee shall provide to the Chief of Police of the Township, Fire Chief, Municipal Clerk, Director of Planning, and the Township Engineer an emergency phone number and contact person who is available at all times.

7. **Assignment/Subletting.** This Agreement may be sold, assigned, or transferred by Lessee to its principal affiliates, subsidiaries of its principals, or to any entity which acquires all, or substantially all, of Lessee's assets in the market defined by the FCC, by reason of a merger, acquisition, or other business reorganization without any prior approval or consent of The Township of West Orange. As to other parties, this Agreement may not be sold, assigned, or transferred without written consent of The Township of West Orange, which consent shall not be unreasonably withheld. In the event of an assignment Lessee is required to provide The Township of West Orange with written notice including an address, contact, and telephone number within five (5) days. Lessee is also required to provide all documentation evidencing that the assignee or transferee is fully liable and accepts all the terms and conditions of the Agreement within five (5) days of the assignment.

8. **Notices.** All notices 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, to the address set forth below, or as otherwise required by law.

Township of West Orange:

Clerk, Township of West Orange
66 Main Street
West Orange, N.J 07052

Lessee:

Sprint Law Department,
6391 Sprint Parkway,
Mailstop KSOPHT0101-2020,
Overland Park, Kansas 66251-2020,
Attention: Sprint PCS Real Estate Attorney

with copies to:

Sprint Spectrum, L.P. and/or
Sprint Spectrum Realty Company, L.P.
One International Blvd, Suite 800
Mahwah, NJ 07495
Att: Lease Management

9. **Improvements.** Lessee may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of the wireless communications system. The Township of West Orange agrees to cooperate with Lessee with respect to obtaining any required approvals or courtesies for the Site and such improvements. Upon termination or expiration of this Agreement, Lessee shall remove its equipment and improvements at The Township of West Orange's discretion and direction and will restore the Site to the same or better condition as exists on the Commencement Date, except for ordinary wear and tear.

10. **Compliance with Laws.** The Township of West Orange represents that it's property (including the Site), and all improvements located thereon, are in compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Lessee will comply with all applicable laws relating to its possession and use of the Site.

11. **Interference.** Lessee shall resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when Lessee desires to add additional equipment to the Site. Likewise, The Township of West Orange will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with Lessee's then existing equipment or (b) encroaches onto the Site.

12. **Utilities.** The Township of West Orange represents that utilities adequate for Lessee's use of the Site are available. Lessee will pay for all utilities used by it at the Site. The Township of West Orange will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by The Township of West Orange or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

13. **Termination.** Lessee may terminate this Agreement by notice to The Township of West Orange without further liability if i) Lessee does not obtain all governmental approvals needed which are within the control of The Township of West Orange after Lessee has taken all steps necessary and met all requirements needed to obtain such approvals, ii) or if The Township of West Orange fails to have proper ownership of the site or authority to enter into this Agreement iii) or if Lessee, for any other reason, in Lessee's sole discretion, determines that it will be unable

to use the site. In the event Lessee terminate under sub-paragraph iii), Lessee agrees to pay The Township of West Orange an early termination fee of twelve months of the current rent then in effect. Upon termination, The Township of West Orange will retain all pre-paid rent. If Lessee chooses to terminate this Agreement during any renewal period, all rights to possession must be assigned to The Township of West Orange or its designee, in the Township's sole discretion and direction.

14. Default. If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

15. Indemnity. All representations and agreements contained in this Section 15 are made expressly subject to the terms and conditions set forth in Section 16 of this Ground Lease Agreement. Lessee indemnifies and shall hold The Township of West Orange harmless from any and all costs, claims of liability, losses or personal injury claims that arise out of Lessee's use and/or occupancy of the Site. The Township of West Orange 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 Township of West Orange's acts, and from the acts of its employees and agents who may cause damage to Lessee's equipment and other assets located on the Site. Neither Lessee nor The Township of West Orange 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 Site. The indemnity obligations under this paragraph shall survive termination of this Agreement.

16. Hazardous Substances. Lessee has not taken occupancy of the Leased Premises but has discovered that the Property, though not the Leased Premises, including the groundwater beneath the surface of the land, may be contaminated with certain hazardous and/or regulated substances at levels above the guidelines established by the New Jersey Department of Environmental Protection ("DEP") (hereinafter referred to as the "Preexisting Contamination"). The Township of West Orange and the DEP are aware of the Preexisting Contamination as the existence of the Preexisting Contamination has been reported to the DEP by the Township of West Orange, as noted in the Phase I Environmental Site Assessment issued October 21, 2001 prepared by Goodwin & O'Dea, Inc., Lessee's environmental consultants, located at 629 Parsippany Road Parsippany, NJ 07054-1803. The Township of West Orange agrees that Lessee is in no manner responsible for any of the Preexisting Contamination and that The Township of West Orange shall be fully responsible for all matters related to the Preexisting Contamination, including any investigation or remediation that may be required, and any impact on or damage to third parties, on-site or off-site, and agrees to fully indemnify, defend and hold Lessee harmless from and against any and all matters related to the Preexisting Contamination and the Lessee agrees to

proceed with the lease of the Leased Premises based upon these assurances, as more fully expressed herein. The Township of West Orange and Lessee further acknowledge and agree to the following:

- (a) The Township of West Orange shall be responsible for all obligations of compliance with any and all environmental laws, rules, regulations, guidelines, standards or policies of any governmental authorities having jurisdiction over matters related to the Preexisting Contamination, including the existence of underground storage tanks (USTs) and any discharge therefrom.
- (b) The Township of West Orange shall be responsible for any and all testing, investigation, monitoring, cleanup, removal, transportation and disposal, reporting, record keeping and all other matters related to the Preexisting Contamination.
- (c) The Township of West Orange shall indemnify, defend and hold harmless Lessee from and against any and all claims, liabilities, judgments, losses, damages, penalties and costs, foreseen or unforeseen, including without limitation counsel, engineering or other professional or expert fees, which Lessee may be threatened with or which Lessee may incur directly or indirectly, wholly or partly from The Township of West Orange's action or non-action with regard to the Preexisting Contamination and The Township of West Orange's obligations associated therewith, including any property damage, personal injury or other claims or actions brought by third parties.
- (d) Notwithstanding the foregoing, Lessee agrees, at Lessee's expense, to remove, transport for disposal, and lawfully dispose of any contaminated soil and/or groundwater generated during the construction of Lessee's wireless communications facility on the Leased Premises. The Township of West Orange agrees to sign the manifests and any other required documents as the generator of the hazardous and/or regulated material in connection with contaminated soil and/or groundwater removed, transported and disposed of by Lessee. Following completion of the construction of Lessee's facility, Lessee shall have no further responsibility or liability with respect to the Preexisting Contamination.
- (e) Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

17. Subordination and Non-Disturbance. Intentionally deleted.

18. Taxes. (a). Lessee will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. Lessee will pay to The Township of West Orange any increase in real property taxes attributable solely to any improvements to the Site made by Lessee within sixty (60) days after receipt of satisfactory documentation indicating calculation of Lessee's share of such real estate taxes and payment of the real estate taxes by The Township of West Orange. The Township of

West Orange will pay when due all other real estate taxes and assessments attributable to the property of The Township of West Orange of which the Sites are a part. (b). In the event realty taxes are assessed as set forth in Paragraph (a) above, Lessee shall have the right in its own name to commence any appropriate action or proceeding in a court of competent jurisdiction or before an administrative agency to contest either in whole or in part any realty taxes as set forth in Paragraph (a), at the sole cost and expense of Lessee.

19. Insurance. Lessee will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to the Township Attorney five (5) days before construction commences. The insurance certificate shall list The Township of West Orange as an additional insured. Such policy will provide that cancellation will not occur without at least thirty (30) days prior written notice to The Township of West Orange.

20. Maintenance. Lessee will be responsible for repairing and maintaining the wireless communications system and any other improvements installed by Lessee at the Site in a proper operating and reasonably safe condition; provided, however, if any such repair is required due to the acts of The Township of West Orange, its agents or employees, The Township of West Orange shall reimburse Lessee for the actual cost of physical repairs incurred by Lessee to restore the damaged areas to the condition which existed immediately prior thereto. The Township of West Orange will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

21. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State of New Jersey; (c) If requested by Lessee, The Township of West Orange agrees to promptly execute and deliver to Lessee a recordable Memorandum of this Agreement in the form of Exhibit B; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

22. Collateral Assignment. The Township of West Orange hereby (a) consents to the collateral assignment and granting of a security interest from time to time in favor of any holder of indebtedness ("Lender") borrowed by Lessee, whether now or hereafter existing, in and to the Installation and Lessee's right, title and interest in, to and under this Agreement; (b) agrees to simultaneously provide The Township of West Orange with a copy of any notice of default under the Agreement sent to Lessee within 15 days of said notice and allow Lender the opportunity to remedy or cure any default as provided for in the Agreement; (c) agrees to

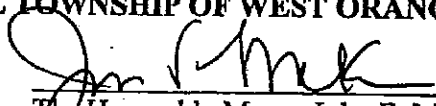
recognize Lender as Lessee under this Agreement upon the written election of Lender so long as any existing default has been cured as provided hereunder. The Township of West Orange hereby further agrees to permit Lender to inspect or remove from the Property any of the collateral in which Lender has been granted a security interest by Lessee in accordance with any security documents granted in favor of Lender, subject to The Township of West Orange's statutory liens. Lessee's Installation, whether attached to or otherwise brought onto the Premises, shall at all times remain personal property and shall not be considered fixtures, and at Lessee's option may be removed by Lessee at any time during the Term hereof or any subsequent Renewal terms.

23. Municipal Approvals and Aesthetics. Lessee shall extend the existing six-foot board on board fence as needed. The fence shall be stained to match the existing fence. Lessee shall plant dense landscaping along the new portion of the fence with an initial planting height equal to the height of the fence, subject to the approval of the Township Planner. Lessee shall install three additional branches on the Tree Monopole tree, subject to the approval of the Township Planner, Susan Borg, A.I.C.P., P.P., R.A.

24. Exhibits and Drawings. The following Exhibits and Drawings are attached to and made a part of this Agreement: Exhibit A - Site Description, Exhibit B - Memorandum of Lease Agreement, and Exhibit C - Co-Location Agreement(s), Drawing A - Lessee Equipment at West Orange Fire Station Site.

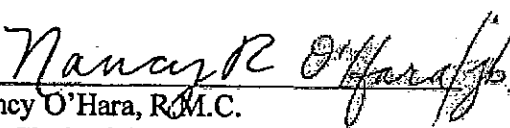
THE TOWNSHIP OF WEST ORANGE:

By:


The Honorable Mayor John F. McKeon
66 Main Street
West Orange, New Jersey 07052

6/24/02
Date

ATTEST:


Nancy O'Hara, R.M.C.
The Clerk of the Township of West Orange
66 Main Street
West Orange, New Jersey 07052

7/25/02
Date

SPRINT SPECTRUM, I

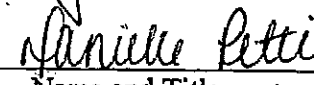
By:


Michael McGovern,
Director, Site Development, N.E. Region

6/26/02
Date

Address: One International Boulevard, Suite 800, Mahwah, N.J. 07496

ATTEST:


Name and Title
proposal specialist

6/20/02
Date

EXHIBIT A

Site Name: West Orange Fire Station Site.

Site Description:

Portion of property owned by the Township of West Orange situated at the West Orange Fire Station, Woodland at Pleasant Valley Way, West Orange, Block 152.07, Lot 1 on the Township of West Orange Tax Map, consisting of approximately 2,010 square feet

Sketch of Site:

See Drawing A: Lessee Equipment at West Orange Fire Station Site.

The Township of West Orange, Initials JPM

Lessee's Initials MM

Note: The Township of West Orange and Lessee may, at Lessee's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

EXHIBIT B

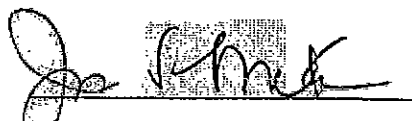
MEMORANDUM OF LEASE AGREEMENT

This Memorandum evidences that a lease was made and entered into by written Ground Lease Agreement dated _____, 2002, between the Township of West Orange and Sprint Spectrum, L.P., ("Co-Tenant") the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that The Township of West Orange lease to Sprint Spectrum, L.P. ("Lessee") a certain site ("site") located at the West Orange Fire Station, Woodland at Pleasant Valley Way, West Orange, Block 152.07, Lot 1, Township of West Orange, County of Essex, State of New Jersey, within the property of The Township of West Orange which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of ten (10) years commencing on _____, 2002, which term is subject to three (3) additional five (5) year extension periods by Lessee.

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

THE TOWNSHIP OF WEST ORANGE


 Name: John F. McKeon
Mayor
 Region

Address: 66 Main Street
 West Orange, New Jersey 07052

SPRINT SPECTRUM, L.P.


 By: _____
 Name: Michael McGovern
 Title: Director, Site Development, NE

Address: One International Boulevard
 Suite 800
 Mahwah, N.J. 07495

OWNER NOTARY BLOCK:
STATE OF NEW JERSEY
COUNTY OF

On the 25th day of June, 2002, John F. McKeon, personally appeared before me, and personally acknowledged himself/herself to be the Mayor of the Township of West Orange and that he/she as such Mayor of the Township of West Orange, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township of West Orange by himself/herself as Mayor.

In witness whereof, I hereunto set my hand and official seal.

(AFFIX NOTARIAL SEAL)


(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF
BONNIE L. LESKANI
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 8, 03

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

SSLP NOTARY BLOCK

STATE OF NEW JERSEY
COUNTY OF BERGEN

On the 20 day of June, 2002, Michael McEwen, personally appeared before me, and personally acknowledged himself to be the Director of Site Development-NE Region of Sprint Spectrum, L.P., a Delaware limited partnership, and that he as such Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as Director of Site Development-NE Region.

In witness whereof, I hereunto set my hand and official seal.

(AFFIX NOTARIAL SEAL)


(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF

My commission expires: 11/2/05

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

DANIELLE PETTI
Notary Public
State of New Jersey
No. 2268604
Commission Expires Nov. 2, 2005

Attachment “B”

LAND LEASE AGREEMENT

This Agreement, 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 office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 280 Pleasant Valley Way, Township of West Orange, County of Essex, State of New Jersey, and being described as a 19' by 24' parcel containing approximately 456 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a fifteen (15') foot wide right-of-way extending from the nearest public right-of-way, Woodland Avenue, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the Township of West Orange as Block 152.07, Lot 1 and is further described in Deed Book S103 at Page 82 and Deed Book 3201 at Page 523 as recorded in the Office of the County Clerk of Essex, New Jersey.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne solely by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty Four Thousand and 00/100 Dollars (\$24,000.00) to be paid in equal monthly installments of Two Thousand and 00/100 Dollars (\$2,000) on the first day of the month, 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 2 below. The rental payments shall include co-location of LESSEE'S telecommunications antennas and equipment on the existing monopine in accordance with a separate co-location agreement to be executed by LESSOR, LESSEE and

Sprint Spectrum, LP. The co-location agreement shall provide that no rental fee shall be charged for LESSEE'S co-location of its telecommunications antennas and equipment on the monopine. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises and shall be the 1st of the month in which LESSEE commences installation of the equipment on the Premises. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

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.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement. .

4. 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 six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Twenty Five Thousand Eight Hundred and 00/100 Dollars (\$25,800.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to Twenty Seven Thousand Seven Hundred Thirty Five and 00/100 Dollars (\$27,735.00); the annual rental for the third (3rd) five (5) year extension term shall be increased to Twenty Nine Thousand Eight Hundred Seventeen Dollars (\$29,817.00); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to Thirty Two Thousand Fifty Two and 00/100 Dollars (\$32,052.00).

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall increase by \$2,500 from the immediately preceding five (5) year extension term. . The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of

LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. 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 satisfactory soil boring tests 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. 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; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement upon thirty (30) days notice to the LESSOR. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon 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, including, but, not limited to, the requirements set forth in paragraph 14 below. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 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 or willful misconduct 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. LESSEE agrees to indemnify, defend and hold LESSOR and its employees, agents, representatives harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney fees and court cost) arising from the installation, use, maintenance, repair or removal of the Communication Facility or LESSEE's breach of any provision of this Agreement, except to the extent attributable to the negligence, or intentional act or omission of the LESSOR, its employees, agents or independent contractors.

10. INSURANCE.

a. LESSEE will maintain at its own cost;

- i. 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
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
- iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include as an additional insured the LESSOR on the Commercial General Liability and Auto Liability policies.

- b. LESSOR will maintain at its own cost 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 will include the LESSEE as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 2, 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.

12. 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 LESSOR.

13. 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. 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.

14. 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 building(s), antenna structure(s) (except footings), 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 (as defined in Paragraph 33 below). 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.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be at a "holdover rate" of the rent applicable during the month immediately preceding such expiration or earlier termination plus an additional \$200.

16. Notice Of Sale Or Transfer. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the 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 assignment of this Agreement to such third party, LESSOR agrees to provide written notice to LESSEE of such sale, transfer or easement at least thirty (30) days prior to execution of such sale, transfer or easement.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property 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 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. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, 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.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. 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.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or

oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. 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 under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE 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. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. 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: Chief Financial Officer

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.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be

entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

- a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.
- b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR 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) 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 on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) 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) day period and thereafter diligently pursued to completion.

28. REMEDIES. 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. 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; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. 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 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 Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the 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.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). 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. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property 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 (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

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

LESSOR:
TOWNSHIP OF WEST ORANGE

By: _____

WITNESS

Its: _____
Date: _____

LESSEE:
NEW YORK SMSA LIMITED
PARTNERSHIP
d/b/a VERIZON WIRELESS

By: Cellco Partnership, its General Partner

By: _____
David R. Heverling

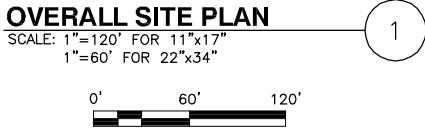
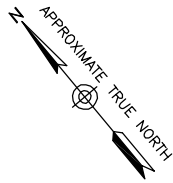
Its: Area Vice President Network

WITNESS

Date: _____

Exhibit "A"

(Sketch of Premises within Property)



NOTES:

- LEASE 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 LEASE EXHIBIT "A".
- TRUE NORTH DETERMINATION IS BASED ON INFORMATION PROVIDED BY GOOGLE MAPS.
- THE LOCATIONS OF THE LESSEE'S PROPOSED UTILITIES ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.
- DO NOT SCALE THIS EXHIBIT, UNLESS OTHERWISE NOTED.

SITE INFORMATION:

- PROPERTY OWNER: TOWNSHIP OF WEST ORANGE
66 MAIN STREET
WEST ORANGE, NJ 07052
- OWNER CONTACT: JACK SAYERS, BUSINESS ADMINISTRATOR
(973) 325-4050
- TOWER OWNER/LESSEE: TOWNSHIP OF WEST ORANGE
66 MAIN STREET
WEST ORANGE, NJ 07052
- LESSEE: NEW YORK SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS
141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ 08876
- SITE ADDRESS: 280 PLEASANT VALLEY WAY
WEST ORANGE, NJ 07052
- BLOCK/ LOT/ ZONE: 152.07/ 1/0-R: OFFICE-RESEARCH
- ACCORDING TO THE FLOOD INSURANCE RATE MAP THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS ZONE X - "AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN," PER MAP NUMBER 34013C0084F, PANEL 84 OF 200, ESSEX COUNTY, NEW JERSEY (ALL JURISDICTIONS), EFFECTIVE DATE: JUNE 4, 2007.
- INFORMATION SHOWN ON THESE DRAWINGS IS BASED UPON A SITE VISIT CONDUCTED BY DEWBERRY ENGINEERS INC. ON 11/06/14 & EXISTING CONSTRUCTION DRAWINGS BY HERBST MUSCIANO DATED 07/23/10.

NOTES:

- NORTH SHOWN AS APPROXIMATE
- OVERALL SITE PLAN BASED ON INFORMATION FROM WWW.NJTAXMAPS.COM

HALF SIZE PRINT
THIS DRAWING IS SCALEABLE
AT HALF THE NOTED SCALE

LEASE EXHIBIT "A"		
1	12/16/14	ISSUED AS FINAL
0	11/25/14	ISSUED AS FINAL
C	11/24/14	REVISED PER LESSEE COMMENTS
B	11/20/14	REVISED PER LESSEE COMMENTS
A	11/12/14	ISSUED FOR 95% REVIEW
REV.	DATE	DESCRIPTION

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

141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ
08876

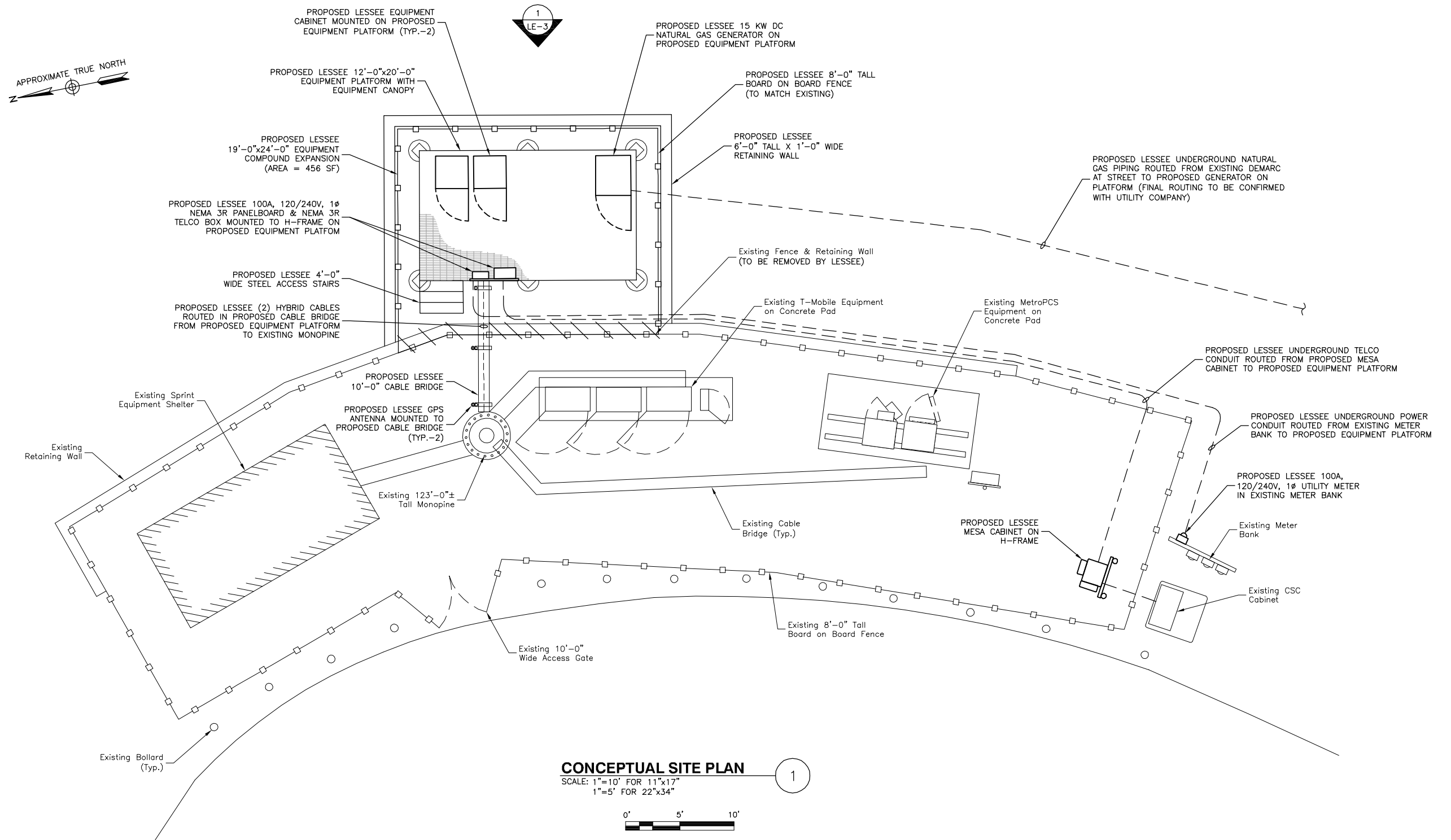
Dewberry®
Dewberry Engineers Inc.
600 PARSIPPANY ROAD
SUITE 301
PARSIPPANY, NJ 07054
PHONE: 973.739.9400
FAX: 973.739.9710
COA 24GA28047800

SITE NAME:
WEST ORANGE 6
280 PLEASANT VALLEY WAY
WEST ORANGE, NJ 07052
ESSEX COUNTY

DRN. BY: JC
CHK. BY: BSH
APP. BY: GHN

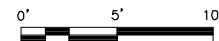
JOB NUMBER:
50046978/
50067045

DRAWING NUMBER:
LE-1



CONCEPTUAL SITE PLAN

SCALE: 1"=10' FOR 11"x17"
1"=5' FOR 22"x34"



NOTES:

1. NORTH SHOWN AS APPROXIMATE.
2. NOT ALL EXISTING INFORMATION IS SHOWN FOR CLARITY.
3. SITE PLAN BASED ON SITE VISIT CONDUCTED BY DEWBERRY ENGINEERS INC. ON 11/06/14 & EXISTING CONSTRUCTION DRAWINGS BY HERBST MUSCIANO DATED 07/23/10.
4. ALL PROPOSED EQUIPMENT INCLUDING ANTENNAS, COAX, RRH'S, OVP BOXES, ETC ARE SHOWN AS CONCEPTUAL AND PENDING A STRUCTURAL ANALYSIS TO BE COMPLETED BY OTHERS.
5. GROUND TO EXISTING COMPOUND GROUND RING. FINAL DESIGN TBD.
6. FINAL ELECTRICAL DESIGN TBD.
7. RETAINING WALL DESIGN IS SHOWN AS CONCEPTUAL. FINAL DESIGN TBD.

LEASE EXHIBIT "A"

REV.	DATE	DESCRIPTION
1	12/16/14	ISSUED AS FINAL
0	11/25/14	ISSUED AS FINAL
C	11/24/14	REVISED PER LESSEE COMMENTS
B	11/20/14	REVISED PER LESSEE COMMENTS
A	11/12/14	ISSUED FOR 95% REVIEW

NEW YORK SMSA
LIMITED PARTNERSHIP

d/b/a **verizon**wireless

141 INDUSTRIAL PARKWAY
BRANCHBURG, NJ
08876

Dewberry
Dewberry Engineers Inc.

600 PARSIPPANY ROAD
SUITE 301
PARSIPPANY, NJ 07054
PHONE: 973.739.9400
FAX: 973.739.9710
COA 24GA28047800

SITE NAME:
WEST ORANGE 6
280 PLEASANT VALLEY WAY
WEST ORANGE, NJ 07052
ESSEX COUNTY

DRN. BY: JC
CHK. BY: BSH
APP. BY: GHN

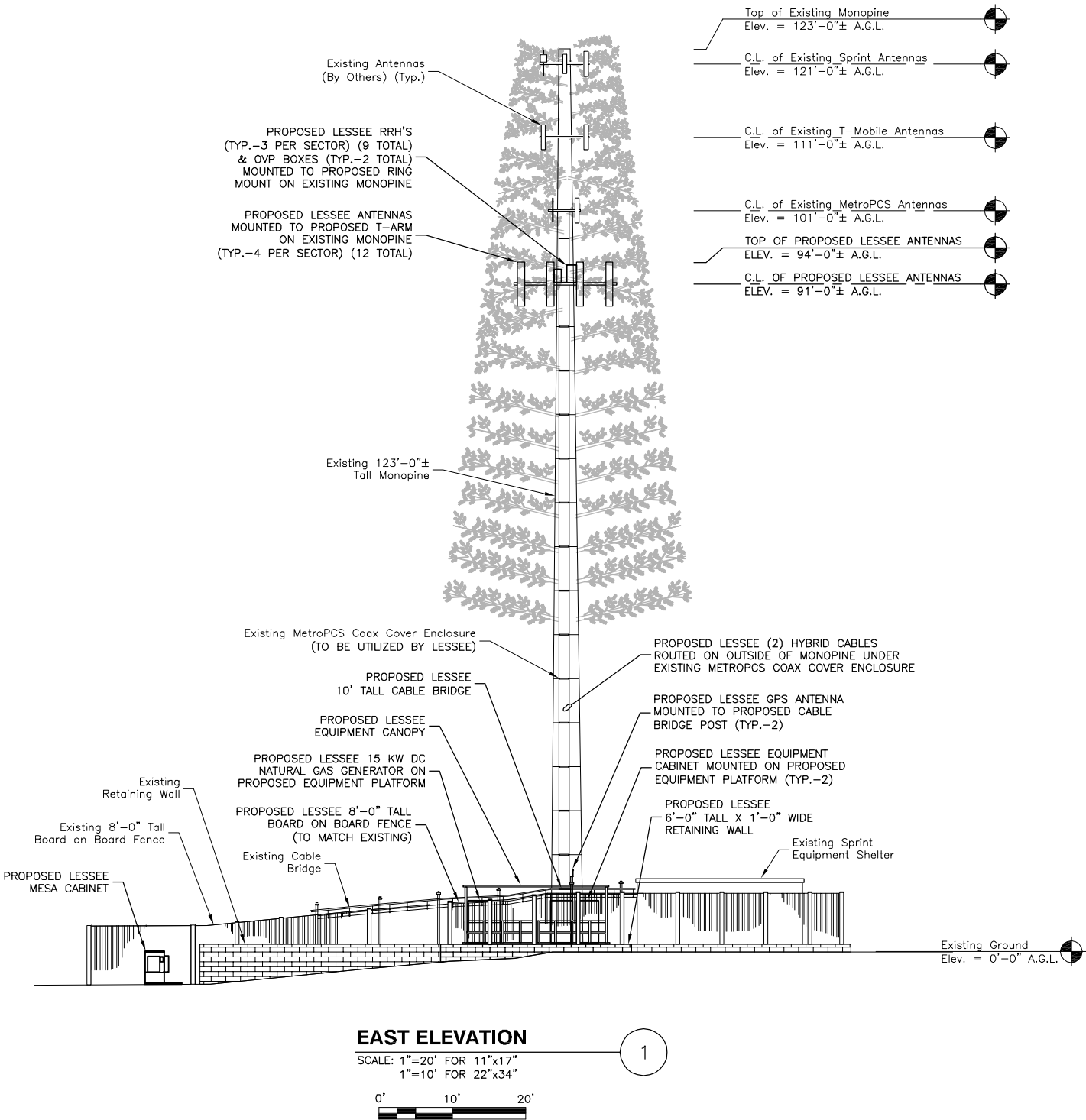
JOB NUMBER:
50046978/
50067045

DRAWING NUMBER:
LE-2

HALF SIZE PRINT
THIS DRAWING IS SCALEABLE
AT HALF THE NOTED SCALE

NOTES:

- 1. NOT ALL EXISTING INFORMATION IS SHOWN FOR CLARITY.
- 2. ELEVATION PLAN BASED ON SITE VISIT CONDUCTED BY DEWBERRY ENGINEERS INC. ON 11/06/14 & EXISTING CONSTRUCTION DRAWINGS BY HERBST MUSCIANO DATED 07/23/10.
- 3. ALL PROPOSED EQUIPMENT INCLUDING ANTENNAS, COAX, RRH'S, OVP BOXES, ETC. ARE SHOWN AS CONCEPTUAL AND PENDING A STRUCTURAL ANALYSIS TO BE COMPLETED BY OTHERS.
- 4. RETAINING WALL DESIGN IS SHOWN AS CONCEPTUAL. FINAL DESIGN TBD.



HALF SIZE PRINT
THIS DRAWING IS SCALEABLE
AT HALF THE NOTED SCALE

LEASE EXHIBIT "A"		
1	12/16/14	ISSUED AS FINAL
0	11/25/14	ISSUED AS FINAL
C	11/24/14	REVISED PER LESSEE COMMENTS
B	11/20/14	REVISED PER LESSEE COMMENTS
A	11/12/14	ISSUED FOR 95% REVIEW
REV.	DATE	DESCRIPTION

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SITE NAME:
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280 PLEASANT VALLEY WAY
WEST ORANGE, NJ 07052
ESSEX COUNTY

DRN. BY: JC
CHK. BY: BSH
APP. BY: GHN
JOB NUMBER: 50046978/ 50067045
DRAWING NUMBER: LE-3