

FOURTH AMENDMENT OF TOWER AND BUILDING LEASE AGREEMENT

THIS FOURTH AMENDMENT OF TOWER AND BUILDING LEASE AGREEMENT (hereafter, "Amendment"), is entered into this ____ day of _____, 2013, by and between THE CITY OF NORTH ROYALTON, an Ohio municipal corporation ("Landlord"), whose mailing address is 14000 Bennett Road, North Royalton, Ohio 44133, and NEW PAR, a Delaware partnership, dba VERIZON WIRELESS, ("Tenant") whose mailing address is 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate, successor in interest to NORTHERN OHIO CELLULAR TELEPHONE COMPANY. The Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Landlord and Tenant entered into a Tower and Building Lease Agreement, dated August 8, 1994, as amended by a First Amendment of Tower and Building Lease Agreement dated April 5, 2005, a Second Amendment of Tower and Building Lease Agreement dated July, 1, 2009, and a Third Amendment of Tower and Building Lease Agreement dated August 17, 2011, (collectively the "Agreement"), for Tenant to install transmission and receiving equipment on Landlord's Tower and to house Tenant's transmitting, receiving and related equipment in Landlord's Base Station, said Tower and Base Station located in the City of North Royalton, County of Cuyahoga, and State of Ohio; and

WHEREAS, the parties, by this Amendment, intend to amend the Exhibit B-1 to the Agreement, in order to allow Tenant to install new equipment on the Tower.

NOW, THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration, it is hereby agreed as follows:

1. All terms defined in the Agreement shall have the same meaning in this Amendment.
2. Exhibit B-1 of the Agreement, entitled TENANT'S FACILITY, is hereby deleted in its entirety and substituted in lieu thereof is new Exhibit B-1 as set forth on Exhibit "1" attached hereto and made a part hereof.
3. In all other respects, except as amended herein, all other terms and conditions of the Agreement are and shall remain unaffected and in full force and effect.
4. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.
5. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, and personal representatives.
6. This Amendment shall be construed under the laws of the State of Ohio.

(SIGNATURES ON FOLLOWING PAGE)

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

TENANT:

NEW PAR, a Delaware partnership, d/b/a
Verizon Wireless

By: Verizon Wireless (VAW) LLC, its
general partner

By: _____

Name: Lynn Ramsey

Title: Area Vice President Network

LANDLORD:

THE CITY OF NORTH ROYALTON,
an Ohio municipal corporation

By: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS,
COUNTY OF COOK, SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Lynn Ramsey, the Area Vice President Network of Verizon Wireless (VAW) LLC, the general partner of New Par, a Delaware partnership, d/b/a Verizon Wireless, on behalf of the limited liability company and partnership.

Signature _____
My commission expires: _____

STATE OF _____,
COUNTY OF _____, SS:

BEFORE ME, a Notary Public in and for said county and state, personally appeared _____, _____, of THE CITY OF NORTH ROYALTON, an Ohio municipal corporation, the municipal corporation which executed the foregoing instrument, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said municipal corporation, being thereunto duly authorized, and that the same is his/her free act and deed individually and as such official and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____, this ____ day of _____, 20__.

NOTARY PUBLIC

(Seal) My commission expires _____

TENANT'S FACILITY

<u>QTY.</u>	<u>DESCRIPTION</u>	<u>DIMENSION</u>
2	RFS-APL869012-42T6	48" x 6" x 8"
4	RFS-APL866513-42T6	48" x 9.2" x 8"
1	CSS-XP18-60-2i	48" x 6.7" x 4.1"
2	CSS-X7-465-6	50.6" x 12.5" x 7.1"
1	CSS-X7-480-6	50.5" x 12.5" x 7"
2	Swedcom-SACP 2 x 5516	56" x 9.7" x 6.5"
3	ALU – RRH 2 x 40AWS	24.4" x 10.6" x 6.7"

FREQUENCIES: 698-790 MHz; 806-896 MHz; 1745-1755 MHz; 1905-1990 MHz; 2145-2155 MHz