

**OPTION TO LEASE AGREEMENT  
AND  
BUILDING AND ROOFTOP LEASE AGREEMENT**

This Building and Rooftop Lease Agreement (the "Agreement") is made this 11 day of March 2013, between LLJ Realty, LLC, a New Jersey limited liability company, with its principal offices located c/o Pashman Realty and Management Co., LLC, 601 Hamburg Turnpike, Suite 307, Wayne, New Jersey 07470, 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."

LESSOR is the owner of that certain real property located at 601 Hamburg Turnpike, in the Township of Wayne, Passaic County, New Jersey, as shown on the Tax Map of the Township of Wayne as Lot 3 in Block 2800, and as identified by a Deed recorded in Deed Book D405 at Page 68 in the Office of the Passaic County Clerk; and that certain building ("Building") located thereon (the Building and such real property are hereinafter sometimes collectively referred to as the "Property", the underlying real property of which is legally described in Exhibit A attached hereto and made a part hereof).

LESSEE desires to obtain an option to lease a portion of the Property consisting of Building rooftop space and a portion of the Building interior floor space; together with necessary easements over designated portions of the common areas of the Property approved by LESSOR in writing, for the construction, installation, operation and maintenance of LESSEE's communications facility on the Property, including but not limited to wires, cables, conduits and pipes to be hidden in ceiling and chases running between the floor space and rooftop space, and to all necessary electrical and telephone utility sources located within the Building or on the Property, the foregoing areas being depicted on Exhibit B attached hereto and made a part hereof (collectively, the "Premises"); together with the non-exclusive right of access 7 days a week and 24 hours a day for the operation and maintenance of LESSEE's facility; and together with limited access to the Property for the construction of LESSEE's facility and installation of its equipment and accessories including without limitation, wires, cables, conduits and pipes, as set forth in LESSOR's "Contractors and Construction Rules" attached hereto as Exhibit C.

The parties therefore agree as follows:

I. OPTION TO LEASE.

a. In consideration of the payment by LESSEE to LESSOR of the non-refundable sum of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00), the LESSOR hereby grants to LESSEE the right and option to lease said Premises for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within thirty (30) days of execution of this Agreement.

b. The option to lease may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. This option to lease may be extended for one additional period of twelve (12) months provided that not less than thirty (30) days prior to the end of the initial option period, LESSEE gives LESSOR written notice of its exercise of this option to lease together with a non-refundable additional payment to LESSOR of Four Thousand and 00/100 Dollars (\$4,000.00). The time during which the option may be exercised may be further extended by mutual agreement in writing. If the option is not exercised, LESSEE shall pay a termination fee to LESSOR in the amount of Five Thousand Six Hundred and 00/100 Dollars (\$5,600.00) within 30-days of the date the option is not exercised or expired, whichever occurs first. If during said option period (or during the term of the lease, if the option has been exercised), the LESSOR decides to subdivide, sell or change the status of the Property or any of its property contiguous thereto, LESSOR shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

c. This option may be sold, assigned or transferred by the LESSEE with timely written notice to LESSOR without the approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; 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; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located; provided that any such assignment LESSEE shall provide written notice thereof to LESSOR, including the name and address of the assignee and its contact information within (10) ten days from the date of such transfer or assignment. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which consent will not be unreasonably withheld, delayed or conditioned and shall be subject to the terms and conditions of Paragraph 23 (Assignment) hereof. 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.

d. At any time during the option period, LESSEE may, in its sole and absolute discretion, either (1) exercise its option to lease the Premises, or (2) cancel this Agreement. LESSEE shall deliver written notice of its election to the LESSOR in writing, and, in the event LESSEE cancels this Agreement, together with a termination fee payable to LESSOR in the amount of Five Thousand Six Hundred and 00/100 Dollars (\$5,600.00) by certified mail, return receipt requested. If LESSEE exercises its option pursuant to a notice to LESSOR, the parties shall deem the option exercised as of the date such notice is posted, or if LESSEE fails to exercise its option within the option period (as same may be extended), the parties shall deem the option exercised as of the last day of such option period. In the event LESSEE exercises (or is deemed to have exercised) its option, LESSEE shall lease the Premises from LESSOR, and LESSOR shall lease the Premises to LESSEE, pursuant to the terms hereinafter set forth. If LESSEE elects not to exercise its option, such election shall be effective as of the date of its notice thereof to LESSOR. In the event LESSEE cancels this Agreement during the option or extended option period and pays the aforesaid termination fee as herein provided, the parties shall deem all rights and privileges granted hereunder completely surrendered and the option terminated, and LESSOR

shall retain all money paid for the option and no additional money shall be payable by either Party to the other.

e. During the option period, LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE's use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

f. Subject to LESSOR'S written approval, LESSOR shall permit LESSEE, during the option period, reasonable ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

2. LEASE AND DELIVERY. In the event, pursuant to Paragraph 1.(d), LESSEE exercises (or is deemed to have exercised) its option, then LESSOR shall deliver the Premises to LESSEE on the Commencement Date (defined in Paragraph 5.a.) in a condition ready for LESSEE's construction of its improvements, and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Commencement Date, the existing structure of the Building (including without limitation the roof, foundations, exterior walls), the common areas, and all Building systems (including, without limitation, the plumbing, electrical, ventilating, air conditioning, heating, and loading doors, if any) are (a) in good operating condition and free of any leakage; (b) in compliance with all Laws (defined in Paragraph 11(a)); and (c) free of all hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representation and warranty contained in this Paragraph 2 is discovered at any time during the Term, as hereinafter defined, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense. LESSOR further represents and warrants to LESSEE that LESSOR has no knowledge of any claim having been made by any governmental agency that a violation of applicable building codes, regulations, or ordinances exists with regard to the Building, or any part thereof, as of the Commencement Date.

3. PERMITTED USES. The Premises may be used by LESSEE for the operation of a wireless communications site. Subject to the terms of this Agreement, LESSEE may install, place, use and operate on the Premises such antennas, radio transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities, telephone facilities, microwave equipment, and related equipment as LESSEE deems necessary for the operation of its wireless communications site at the Premises. Further, and subject to the terms and conditions of Exhibit C hereto, LESSEE may perform construction, maintenance, repairs, additions to, and replacement of its facility as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the Premises to accommodate its communications facility and as required for LESSEE's communications operations at the Premises.

4. CONDITIONS PRECEDENT: PRIOR APPROVALS. This Lease Agreement is conditioned upon LESSEE obtaining all governmental licenses, permits and approvals enabling LESSEE to construct and operate wireless communications facilities on the Premises without

conditions which are not standard or typical for premises where wireless communications facilities are located. LESSOR agrees to cooperate with LESSEE's reasonable requests for LESSOR's signatures as real property owner on permit applications, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, and for assistance in obtaining such necessary approvals, provided that such cooperation and assistance shall be at no expense to LESSOR.

5. TERM; RENTAL.

a. (1) This Agreement is effective as of the date of execution by both Parties and LESSEE's compliance with the payment obligation in Paragraph 1a hereof. The initial Term of this lease shall be five (5) years commencing on the date LESSEE begins construction of its facilities on the Premises or three (3) months from the date LESSEE gives notice to LESSOR of the exercise of its option to lease pursuant to Paragraph 1 or two (2) years from the date of this Agreement ("Commencement Date"), whichever occurs first, at which time rental payments shall commence; provided, however, that if such date occurs between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the parties shall deem the "Commencement Date" to be the 1<sup>st</sup> of that month, and if such date occurs between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the parties shall deem the "Commencement Date" to be the 1<sup>st</sup> day of the following month. Commencing on the Commencement Date, LESSEE shall pay a total annual rental of thirty-one thousand, two hundred and 00/100 dollars (\$31,200.00) to be paid in equal monthly installments of \$2,600.00 per month. Rent shall be payable by LESSEE without any notice from LESSOR on the first day of each month, in advance to LESSOR or its alternate payee if specified by LESSOR; provided, however, that LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1. After the first year of the initial Term, LESSEE shall pay annual rental in equal monthly installments for each subsequent year of the initial Term and every Renewal Term in an amount equal to 103% of the annual rent for the immediately preceding year.

(2) Rent shall be payable by way of direct deposit pursuant to direct deposit information supplied by LESSOR. LESSOR shall not have any obligation to provide LESSEE with any notice relating to LESSEE's obligation to pay rent by the first of every month.

(3) Security Deposit. On the Commencement Date of this Lease, LESSEE shall deliver to LESSOR a security deposit in the amount of \$5,200.00 to secure LESSEE's full performance of this Lease. If LESSOR applies any part of the Security Deposit to cure any default of LESSEE, LESSEE shall, on demand, deposit with LESSOR the amount so applied. The Security Deposit (less any portions thereof used or applied by LESSOR pursuant to this Lease), which need not be placed in any separate account of LESSOR, shall be returned to LESSEE, without interest, within thirty (30) days after the expiration or sooner termination of the Lease without fault of LESSEE, and after LESSEE's delivery of the Premises to LESSOR in accordance with this Lease.

(4) Late Charge. Anything in this Lease to the contrary notwithstanding, at LESSOR's option, LESSEE shall pay a "Late Charge" of eight percent (8%) of any installment

of Rent paid more than five (5) days after the due date thereof, to cover the extra expense involved in handling delinquent payments. The amount of the Late Charge to be paid by LESSEE shall be reassessed and added to LESSEE's obligations for each successive monthly period until paid.

b. LESSOR hereby agrees to provide to LESSEE not more than once each year with the following documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a letter from LESSOR's Certified Public Accountant providing any reasonably required IRS form relating to LESSEE's rental payments made pursuant to this Agreement; (iii) 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. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 24.

Within thirty (30) 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 Rental Documentation in the manner set forth in the preceding paragraph. Not more than once each year during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE.

6. 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.

7. EXTENSION RENTALS. LESSEE shall pay annual rental for each year of every extension term in an amount equal to one hundred and three (103%) percent of the annual rent for the immediately preceding year.

8. 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 be as set forth in Paragraph 7 hereof. The initial term and all extensions shall be collectively referred to herein as the "Term".

9. 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.

10. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE and subject to LESSOR's prior written approval. LESSEE shall have the right subject to LESSOR's prior written approval 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, provided, however, that Tenant is not permitted to expand the area of the Premises or modify the use permitted by this Lease. 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, at no cost to LESSOR, 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; or (iv) LESSEE determines

that any building structural analysis is unsatisfactory, 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 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. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

11. LESSEE'S WORK, MAINTENANCE AND REPAIRS.

(a) All of LESSEE's construction, installation, maintenance and repair work at the Premises shall be performed at LESSEE's sole cost and expense and in a good and workmanlike manner and in accordance with the provisions of Exhibit C hereto. LESSEE shall submit copies of its site plans and specifications to the LESSOR for prior approval, which approval will not be unreasonably withheld, conditioned or delayed. LESSOR shall give such approval or provide LESSEE with its requests for changes within fifteen (15) business days of LESSOR's receipt of LESSEE's plans. If LESSOR does not provide such approval or request for changes within such fifteen (15) business day period, LESSOR shall be deemed to have approved the plans. LESSOR shall not be entitled to receive any additional consideration in exchange for giving its approval of LESSEE's plans. "Laws" means 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). LESSEE shall maintain LESSEE's facilities and Premises in neat, good and safe condition, reasonable wear and tear excepted, in compliance with all applicable governmental codes, regulations and Laws. LESSEE shall not be required to make any repairs to the Premises except for damages to the Premises caused by LESSEE, its employees, agents, contractors or subcontractors. Upon the expiration, cancellation or termination of this Lease Agreement, LESSEE shall surrender the Premises in substantially the same condition as existed on the Commencement Date, subject to ordinary wear and tear.

(b) Prior to the commencement of LESSEE's construction and installation work, LESSEE shall provide LESSOR with Certificates of Insurance as required by Paragraph 14 and evidence that LESSEE's contractors have Commercial General Liability policies protecting the contractor, its subcontractors, and their respective employees and agents, LESSOR and Pashman Realty & Management Co., LLC ("Pashman") against claims and damages for bodily injury (including death) and property damage arising out of or relating to the operations and work of the contractor, in the minimum amount of \$2,000,000 per claim and \$3,000,000 in the aggregate. All of LESSEE's construction, installation and maintenance work shall be done in a good and workmanlike manner and in compliance with all applicable laws including, without limitation, ordinances, building and safety codes, regulations and orders of the federal, state, county, or other governmental authorities having jurisdiction thereof. In addition, LESSEE shall provide LESSOR with evidence that each of LESSEE's contractors is in full compliance with the requirements of the laws of the State of New Jersey with respect to Worker's Compensation Insurance.

12. LESSOR'S MAINTENANCE:

(a) LESSOR shall maintain, in good operating condition and repair, and in compliance with all applicable Laws, the structural elements of the Building and the Premises, and all Building systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas. LESSOR shall repair any material defect in the above not caused by LESSEE, its agents or contractors, within thirty (30) days, or such shorter period as may be required by any governmental authority having jurisdiction, after receipt of written notice from LESSEE describing such defect, unless the defect constitutes an emergency, in which case LESSOR shall cure the defect as quickly as possible.

(b) Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or in the Building provided:

- (i) The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- (ii) LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination; LESSOR gives LESSEE at least ninety (90) days' written notice prior to requiring LESSEE to relocate;
- (iii) LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- (iv) Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

13. UTILITIES. Subject to the provisions of Exhibit C hereto, LESSEE shall have the right to install utilities, at LESSEE's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to LESSOR's approval of the location, which approval shall not be unreasonably withheld, conditioned, or delayed, LESSEE shall have the right to place utilities on (or to bring utilities across) the Property in order to service the Premises and LESSEE's communications facility thereon. Upon LESSEE's reasonable request, LESSOR shall execute recordable necessary easement(s) evidencing this right. LESSEE shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of LESSEE's Facilities. In connection therewith, LESSEE shall, at its sole cost and expense, obtain electrical and

telephone service from the servicing utility company, including the installation of a separate meter and main breaker. LESSEE shall be responsible for the electricity it consumes for its operations at the rates charged by the servicing utility company. LESSOR shall have no liability for any costs or expenses relating to the installation, operation, maintenance and removal of LESSEE's equipment and property on the Premises, except to the extent attributable to LESSOR's negligence or misconduct.

14. INDEMNIFICATION.

(a) LESSEE's Indemnity. LESSEE hereby agrees to indemnify and hold LESSOR, Pashman, and their officers, directors, partners, shareholders, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with LESSEE's construction, use, operation, maintenance or repair of LESSEE's communications facility at the Premises or access over the Property or LESSEE's shared use of LESSOR's easements for access to the Premises, except to the extent caused by the negligence or willful misconduct of LESSOR or LESSOR's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors. Without in any way limiting any obligation of LESSEE under the Lease, LESSEE shall indemnify, defend and hold harmless LESSOR and Pashman from and against claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from (1) the performance of LESSEE's demolition and other work related to the installation of LESSEE's communications facility, and (2) a default of LESSEE'S obligations pursuant to Paragraph 27.

(b) LESSOR's Indemnity. LESSOR hereby agrees to indemnify and hold LESSEE and LESSEE's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with LESSOR's use, operation, maintenance or repair of improvements on LESSOR's Real Property, or LESSOR's shared use of easements for access to LESSOR's Real Property, except to the extent caused by the negligence or willful misconduct of LESSEE or LESSEE's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors.

(c) Survival of Indemnity Provisions. The indemnity provisions of this section shall survive the expiration, cancellation or other termination of this Agreement.

15. INSURANCE.

(a) LESSEE shall at its own expense, during the Term and all additional terms of this lease keep all of its structures, improvements, fixtures and equipment on the Premises insured for their full replacement value against loss by fire and casualty, under an all risk policy with extended endorsements. In addition, LESSEE shall obtain and keep in force at all such times, with respect to LESSEE's construction, operation, maintenance, repair and use of the Premises and LESSOR's Building and Property, a comprehensive general liability insurance policy in the minimum amount of \$2,000,000 per claim and \$5,000,000 in aggregate for both

bodily injury and property damage. On or prior to the Commencement Date of this lease, LESSEE shall provide LESSOR with Certificates of these policies of insurance, both of which shall name LESSOR and Pashman as additional insureds.

(b) During the Term, as same may be renewed and extended, LESSEE shall promptly deliver to LESSOR upon demand (but not more than once per calendar year), evidence of LESSEE's required insurance coverages.

(c) LESSOR, at its own cost and expense, shall 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. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Building at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Building required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

16. 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.

17. 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 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 holdover rate of 200% of the then applicable rent as provided in Paragraph 16 hereof, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

18. HOLDOVER. In the event LESSEE remains in possession of the Premises after the expiration of the Term of this Lease, or any extensions hereof without the written consent of LESSOR, this Lease shall continue on a month to month basis, terminable by either party upon thirty (30) days' prior written notice and LESSEE shall be obligated to pay Rent at 200% of the then current rate and all other sums then payable hereunder prorated on a daily basis for each day that LESSOR is kept out of possession of the Premises.

19. QUIET ENJOYMENT; SUBORDINATION; ESTOPPEL CERTIFICATES.

(a) So long as LESSEE is not in default under this Lease Agreement, LESSEE shall be entitled to quiet enjoyment of the Premises during the term of this Lease Agreement or any Renewal Term, and LESSEE shall not be disturbed in its occupancy and use of the Premises.

(b) This Lease Agreement shall be subject and subordinated to the interests and rights of Valley National Bank as set forth and attached hereto as Exhibit D.

(c) At any time upon not less than ten (10) days' prior written notice by LESSOR, LESSEE shall execute, acknowledge and deliver to LESSOR or any other party specified by LESSOR a statement in writing certifying that this Lease Agreement is in full force and effect, if true, and the status of any continuing defaults under this Lease Agreement.

20. 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 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.

21. 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. 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.

22. 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.

23. 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 prior written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. The assignee or other transferee shall assume by written instrument satisfactory to LESSOR, all of the obligations of this lease, and at least thirty (30) days prior to such assignment, a copy of the proposed instrument shall be furnished by LESSEE to LESSOR together with such other information reasonably requested by LESSOR to enable LESSOR to evaluate the proposed sale, assignment or other transfer. 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.

24. 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: LLJ REALTY, LLC  
c/o Pashman Realty and Management Co., LLC  
601 Hamburg Turnpike, Suite 307  
Wayne, New Jersey 07470

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.

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

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement prepared by LESSEE and approved by LESSOR 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)

- (i) If LESSEE defaults in the payment of rent, and does not cure such rent default within ten (10) days after written notice thereof by LESSOR (“Monetary Default”), or defaults in the performance of any of the other terms, covenants and conditions hereof (“Non-monetary Default”) and does not cure such Non-Monetary Default within thirty (30) days after written notice thereof by LESSOR (or if the Non-Monetary Default is of such nature that it cannot be completely cured within such period, if LESSEE does not commence such curing within said thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), LESSOR may terminate this lease on not less than ten (10) days’ notice to LESSEE, and on the date specified in said notice, LESSEE’s right to possession of the Premises shall cease, and LESSEE shall then quit and surrender the demised Premises to LESSOR. Nevertheless, LESSEES shall otherwise remain liable to LESSOR as provided herein.
  - (ii) Furthermore, either (a) the appointment of a receiver to take possession of all or substantially all of the assets of LESSEE, or (b) a general assignment by LESSEE for the benefit of creditors, or (c) any action taken or suffered by LESSEE, voluntarily or involuntarily, under any insolvency, reorganization or bankruptcy law or act, shall constitute a default under this Lease by LESSEE, and LESSOR may terminate this Lease forthwith and upon notice of such termination LESSEE’s right to possession of the Premises shall cease, and LESSEE shall then quit and surrender the Premises to Lessor but Tenant shall remain liable as provided herein.
  - (iii) If this Lease shall have been so terminated by LESSOR pursuant to this Paragraph, LESSOR may at any time thereafter resume possession of the Premises by any lawful means and remove LESSEE or other occupants and their effects. LESSEE shall be liable for, and pay to LESSOR, within ten (10) days after demand reasonable attorneys’ fees, disbursements and costs incurred by LESSOR in enforcing the provisions of this Lease.
  - (iv) No right or remedy reserved to LESSOR in this Lease shall be exclusive of any and all other rights or remedies, but shall be cumulative and in addition to all other rights and remedies now or hereafter existing at law or in equity.
- (b) In the event there is a breach by LESSOR of the terms, covenants and conditions hereof which are not attributable to the actions or omissions of LESSEE, 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 or commence the curing of the breach within the time periods provided in this Paragraph. It shall be a default under this Agreement if LESSOR fails, within ten (10) 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 is not attributable to the actions or omissions of LESSEE and substantially 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 ten (10) 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 ten (10) day period and thereafter diligently pursued to completion.

28. ENVIRONMENTAL. LESSEE agrees that it will not use, generate, store or dispose of any Hazardous Material (defined below) on, under, about or within the LESSOR's Property in violation of any Laws. LESSOR represents, warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within LESSOR's Real Property in violation of any law or regulation. LESSOR and LESSEE each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or warranty or obligation contained in this Section. As used herein, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable Laws. This paragraph shall survive the termination of this Agreement.

29. CASUALTY. In the event of damage by fire or other casualty not caused by the actions or omissions of LESSEE 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 not caused by the actions or omissions of LESSEE 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.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part of the Premises 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 Building, 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 floor area of the Premises taken bears to the total rentable floor 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.

31. 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 adjudicated to be 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.

32. SURRENDER. On the expiration date of the Term or any extensions thereof, or upon any earlier termination of the lease, or upon any re-entry of LESSOR upon the Premises, LESSEE shall quit and surrender the Premises to LESSOR in "broom-clean" condition and in good order, condition and repair, ordinary wear and tear excepted; and LESSEE shall promptly remove all of its equipment, fixtures and improvements which LESSOR shall direct to be removed. LESSEE at its sole cost and expense shall promptly repair any and all damage to or conditions of the Premises and the Building and Property resulting from LESSEE's construction, installation, maintenance, repair and removal of LESSEE's facility and equipment on and from the Property.

33. 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.

34. 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.

35. CONSENT. Notwithstanding anything contained herein to the contrary, wherever this Lease (including but not limited to Exhibit "C") provides that the approval, waiver or consent of the Landlord is required or that an act be done to the satisfaction of the Landlord or that the judgment, discretion or opinion of the Landlord is called for, Landlord shall not unreasonably or arbitrarily withhold, condition or delay its decision, whether approved or disapproved, and its judgment, discretion or opinion shall be required to be reasonably exercised.

36. 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. 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 Building and/or 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.

37. NON-DISTURBANCE. Attached hereto as Exhibit D and incorporated herein by reference is the Subordination, Non-Disturbance and Attornment Agreement between LESSOR, LESSEE and Valley National Bank, which holds LESSOR's existing mortgage and only lien on 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, Building 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 Building, LESSOR shall obtain for LESSEE's benefit from such Lender or other lienholder, Subordination, Non-Disturbance and Attornment Agreements in form and content substantially similar to Exhibit D attached hereto.

*[Signature Page Follows]*

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

**LESSOR:**  
LLJ REALTY, LLC

*Assunta Aureano*

WITNESS

*Andrea V. Soriano*  
[name]

By: *[Signature]*

LOUIS D. MARCH, SR.  
Managing Member

Date: *12/05/2012*

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

By: CELLCO PARTNERSHIP,  
its General Partner

*Diane Thyma*

WITNESS

*Diane Garzola*  
[name]

By: *[Signature]*

Name: David R. Heverling  
Its: Area Vice President Network

Date: *3 11 13*

**EXHIBIT "A"**

**DESCRIPTION OF LAND**

to the Agreement dated \_\_\_\_\_, 2011, by and between National Community Bank, as Lender, LLJ Realty, LLC, a limited liability company, as Lessor, and \_\_\_\_\_, a \_\_\_\_\_ company, as Lessee.

The Property is described and/or depicted as follows:

**Exhibit A**  
**Legal Description**

All that certain tract, lot and parcel of land lying and being in the Township of Wayne, County of Passaic and State of New Jersey, being more particularly described as follows:

TRACT I: Beginning at a point in the center line of the road formerly known as the Paterson and Hamburg Turnpike distant 962 feet northwesterly measured along the center line of said road as now laid down from at right angle offset to a pipe set for a corner in the easterly boundary line of the property of the Greenbrook Farm Company where same adjoins the property now or formerly of Thomas DeGreen; thence

1. northwesterly 190 feet along the center line of said road; thence
2. at an angle of 90 degrees southwesterly along the property of the Greenbrook Farm Company 230 feet to a pipe set for a corner; thence
3. at an angle of 90 degrees and parallel to the center line of said road, still along the property of the Greenbrook Farm Company southeasterly 190 feet to a pipe set for a corner; thence
4. at an angle of 90 degrees still along the property of the Greenbrook Farm Company, northeasterly 230 feet to the point and place of beginning.

TRACT II: Beginning at a point in the center of the Pompton Turnpike formerly known as the Paterson & Hamburg Turnpike which point is the northwest corner of the property heretofore conveyed by deed dated April 27, 1925 by the Greenbrook Farm Company to Charles H. Scribner; thence

1. southwesterly along the westerly line of the property of Charles H. Scribner 230 feet to a pipe previously set for the southwest corner of the aforesaid property of Charles H. Scribner, thence
2. at right angles northwesterly along the property of the Greenbrook Farm Company 169 1/2 feet to a cedar tree in the fence line between the property of the Greenbrook Farm Company and the property of the Estate of Marcia P. Brackenridge, thence
3. at right angles northeasterly parallel to the westerly boundary of property of Charles H. Scribner and 169 1/2 feet therefrom 230 feet along the property of Greenbrook Farm Company to the center of the road formerly known as the Paterson & Hamburg Turnpike; thence
4. about at right angles southeasterly along said center of said road 169 1/2 feet to the point or place of beginning.

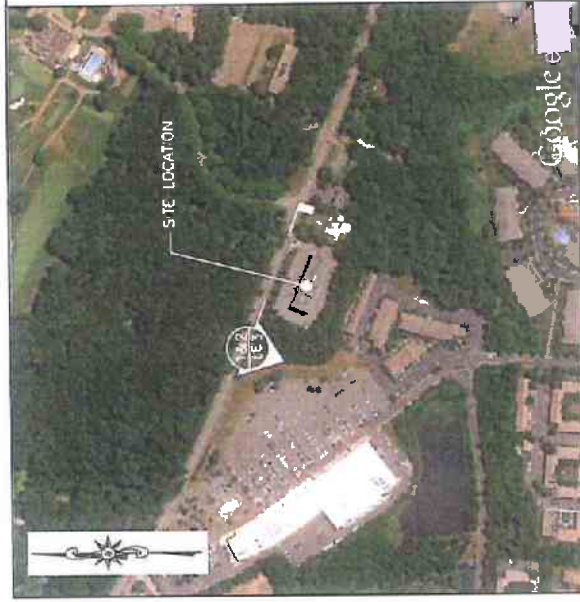
LESS AND EXCEPT the property conveyed to the County of Passaic in Deed dated May 10, 2002 and recorded July 23, 2002 in Deed Book D452, Page 58.

Also known as Lot 3 Block 2800

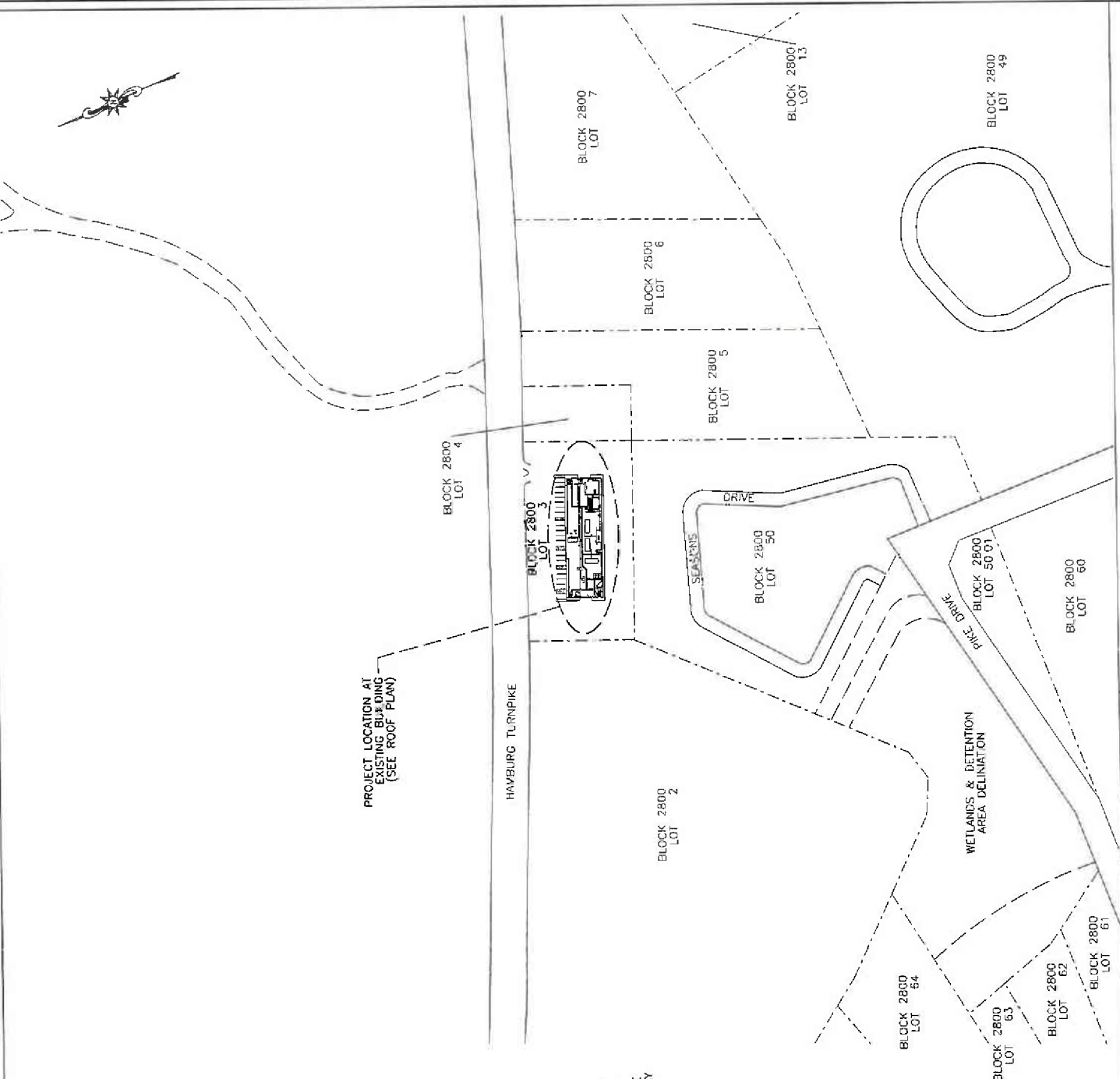
**EXHIBIT "B"**

**SITE PLAN OF ROOFTOP SPACE, FLOOR SPACE  
ANTENNA SPACE AND CABLING SPACE**

See attached lease exhibits prepared by Malick & Scherer, P.C., and dated May 16, 2012,  
consisting of four (4) pages.



1 KEY MAP  
11x17 SCALE: NTS 22x34 SCALE: NTS

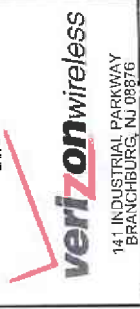


**Malick & Scherer, P.C.**  
*Consulting Engineers-Construction Architects Land Surveyors*  
 One Salem Sq., 295 Rt. 22 East  
 Whitehouse Station, N.J. 08859  
 Ph: 908.534.4995 Fax: 908.534.0697  
 www.MalickAndScherer.com

GLENN J. SCHERER  
 NJ PROFESSIONAL ENGINEER  
 # 0E3993

LESSEE:

NEW YORK SMSA  
 LIMITED PARTNERSHIP  
 d/b/a



NO.	OWNER REVISIONS	DATE	BY
1	OWNER REVISIONS	04/11/13	Z.NR
0	ISSUED AS FINAL	08/14/12	SC

PROJECT TITLE:

EXHIBIT A-1

SITE NAME:  
WAYNE 2 RELO

SITE ADDRESS:  
601 HAMBURG TURNPIKE  
WAYNE, NJ 07470

M&S PROJECT #: 12VNL008

SCALE: AS NOTED DATE: 05/16/12

DRAWN BY: CA CHECKED BY: TS

DRAWING TITLE:

OVERALL SITE PLAN

DRAWING NO.:

LE1

PAGE NO.:

1 of 4

GENERAL NOTES:

- 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".
- TRUE NORTH, DETERMINATION, GROUND (ANSI) ELEVATION AND LATITUDE AND LONGITUDE COORDINATES ARE BASED ON USGS MAP INFORMATION.
- THE LOCATIONS OF LESSEE'S PROPOSED UTILITIES ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE RESPECTIVE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.

SITE INFORMATION:

- PROPERTY OWNER/LESSOR: LLJ REALTY C/O PASHMAN REALTY 601 HAMBURG TURNPIKE SUITE 307 WAYNE, NJ 07470
- CONTACT: ANDREA SURIANO 973-504-0149
- TOWER OWNER/LESSOR: N/A
- CONTACT: N/A
- LESSEE: NEW YORK SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS 141 INDUSTRIAL PARKWAY BRANCHBURG, NJ 08876
- SITE ADDRESS: 601 HAMBURG TURNPIKE WAYNE, NJ 07470
- LOT: 3  
BLOCK: 2800 (OFFICE BUILDING & LIMITED)  
ZONE: DB-5.17.30.  
COORDINATES: WTA'13, OS'13"  
DATUM: NAD83
- GROUND ELEVATION: 346' +/- AVSL
- INFORMATION SHOWN ON THIS DRAWING IS BASED ON LIMITED FIELD MEASUREMENTS BY MALICK AND SCHERER, P.C. TAKEN ON 4/18/12.

OVERALL SITE PLAN

11x17 SCALE: 1" = 200'-0" 22x34 SCALE: 1" = 100'-0"

*Handwritten signature/initials*



**MalickScherer, P.C.**  
*Consulting Engineers - Construction - Architecture - Land Surveyors*

One Salem Sq. 295 Rt 22 East  
 Whitehouse Station, NJ 08889  
 Ph: 908.534.4995 Fax: 908.534.0507  
 www.MalickScherer.com

GLENN J. SCHERER  
 N.J. PROFESSIONAL ENGINEER  
 P.E. 028299

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



141 INDUSTRIAL PARKWAY  
 BRANCHBURG, NJ 08876

NO.	ISSUE OR REVISION	DATE	BY
1	OWNER REVISIONS	04/11/13	ZNR
0	ISSUED AS FINAL	06/14/12	SC

PROJECT TITLE:  
 EXHIBIT A-1

SITE NAME:  
 WAYNE 2 RELO  
 SITE ADDRESS:  
 601 HAMBURG TURNPIKE  
 WAYNE, NJ 07470

M&S PROJECT #: 12VNI-003

SCALE: AS NOTED DATE: 05/16/12

DRAWN BY: CA CHECKED BY: TS

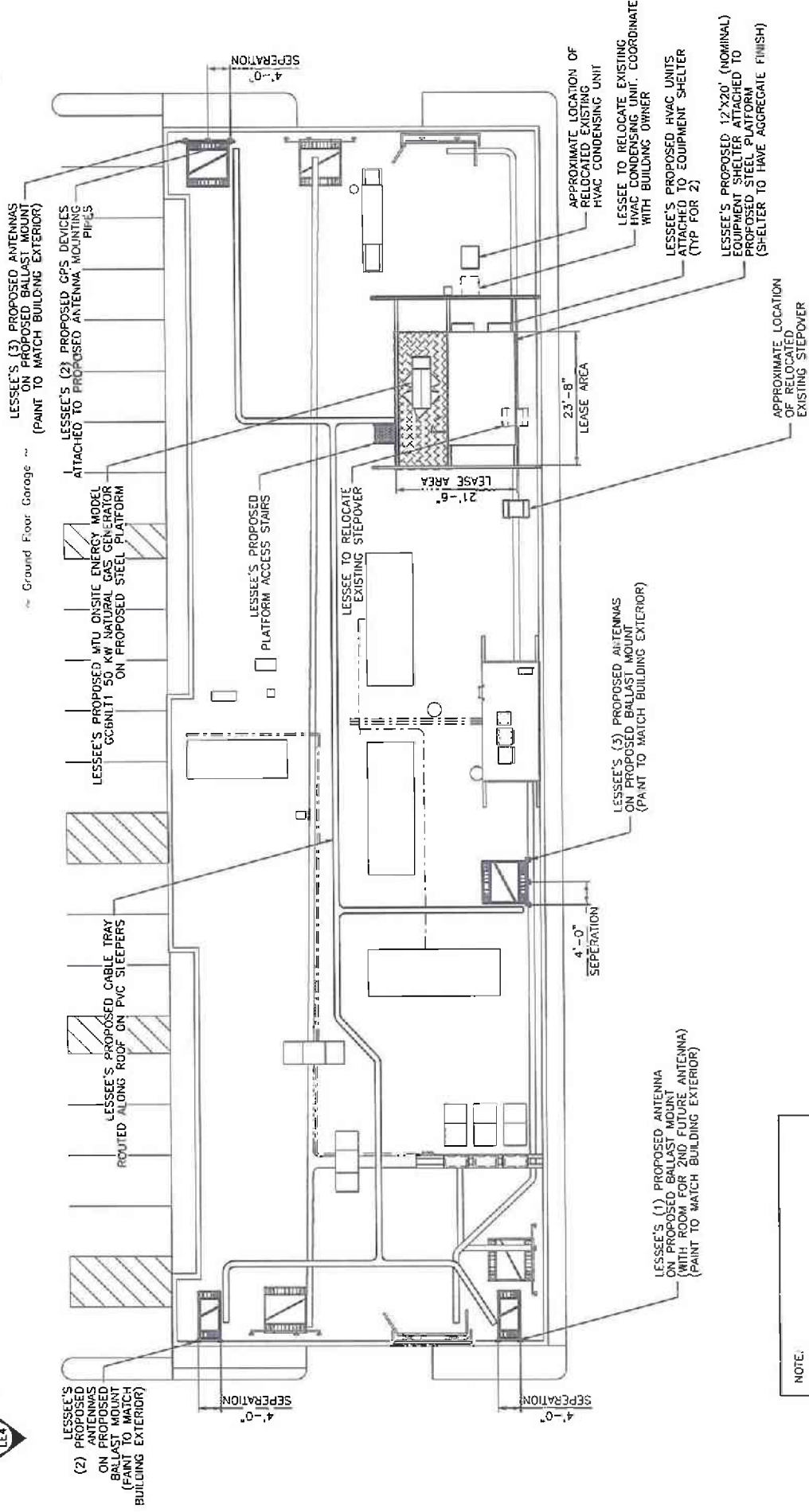
DRAWING TITLE:  
 ROOF PLAN

DRAWING NO.: LEZ

PAGE NO.: 2 of 4

Hamburg Turnpike

BLOCK 2600  
 LOT 3



NOTE:  
 1) RF INFORMATION PENDING  
 2) GROUND SHALL BE TO BUILDING STEEL



1 ROOF PLAN  
 11x17 SCALE: 1"= 20'-0"  
 22x34 SCALE: 1"= 10'-0"

*Handwritten initials/signature*



**Malick Scherer, P.C.**  
 Consulting Engineers, Construction Inspection, Land Surveys

One Salem Sq., 205-181-22 East  
 Whitehouse Station, NJ 08889  
 P: 908.594.4395 Fax: 908.594.0507  
 www.MalickScherer.com

GLEN J. SCHERER  
 N.J. PROFESSIONAL ENGINEER  
 # 0E09030

LESSEE:  
 NEW YORK SMSA  
 LIMITED PARTNERSHIP  
 Ullie



141 INDUSTRIAL PARKWAY  
 BRANCHBURG, NJ 08876

NO.	OWNER REVISIONS	DATE	ISSUED AS	BY
1		04/11/13	ZNR	
0		06/14/12	SC	

PROJECT TITLE:  
 EXHIBIT A-1

SITE NAME:  
 WAYNE 2 RELO

SITE ADDRESS:  
 601 HAMBURG TURNPIKE  
 WAYNE, NJ 07470

MMS PROJECT #: 12VNU003

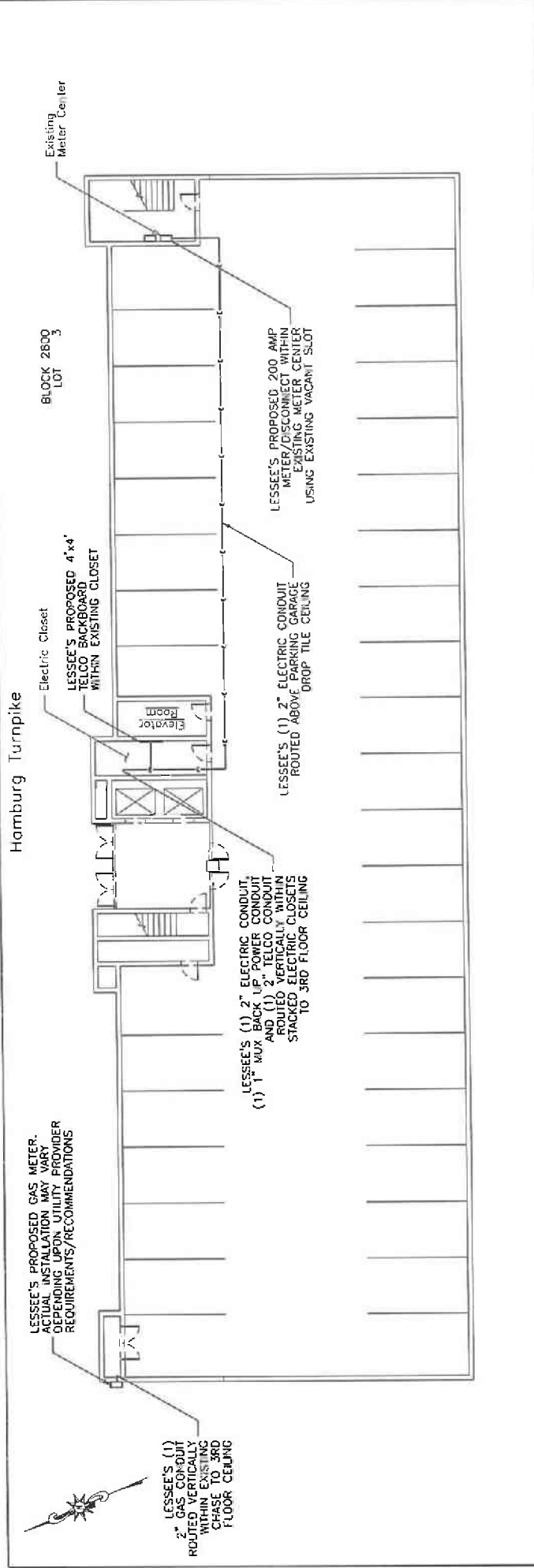
SCALE: AS NOTED DATE: 05/16/12

DRAWN BY: CA CHECKED BY: TS

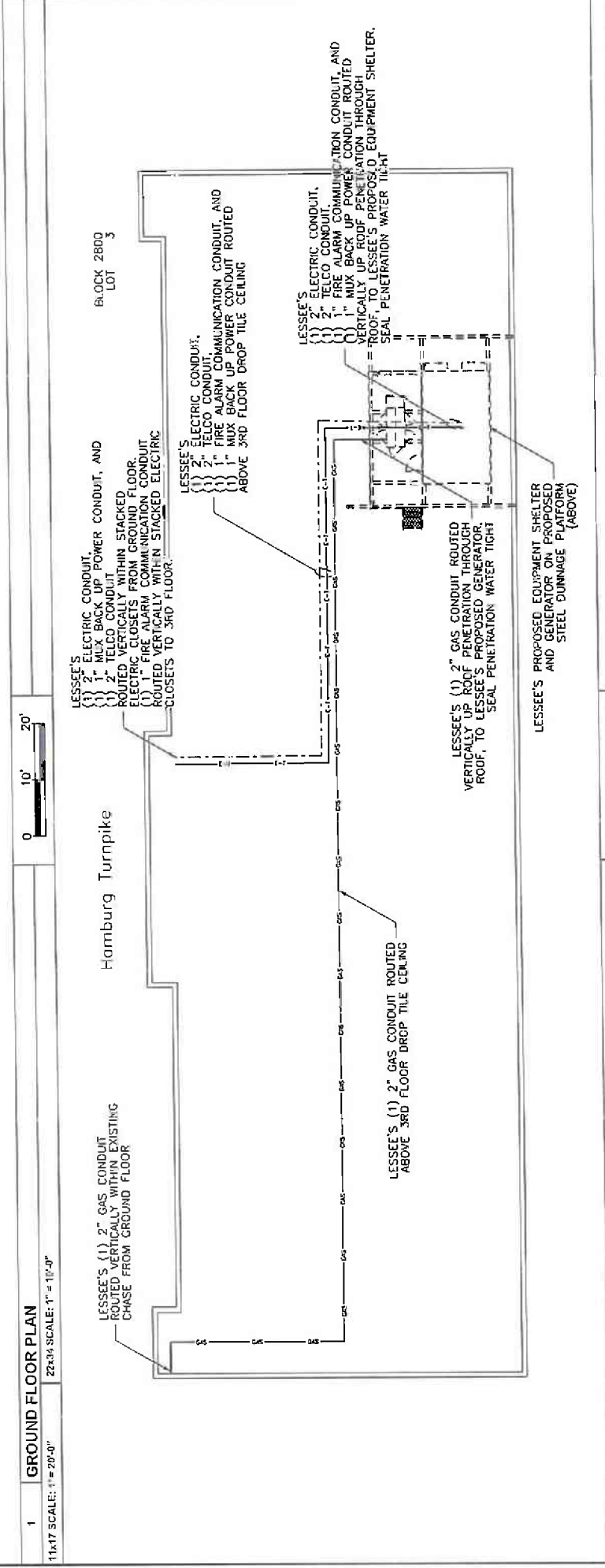
DRAWING TITLE:

GROUND FLOOR PLAN &  
 3RD FLOOR PLAN

DRAWING NO.: LE3 PAGE NO.: 3 of 4



1 GROUND FLOOR PLAN  
 11x17 SCALE: 1" = 20'-0"  
 22x34 SCALE: 1" = 10'-0"



2 3RD FLOOR PLAN  
 11x17 SCALE: 1" = 20'-0"  
 22x34 SCALE: 1" = 10'-0"

*Handwritten initials/signature*



**Malick Scherer, P.C.**  
 Consulting Engineers, Construction Inspectors, Land Surveyors  
 One Salem Sq. 205 R. 22 East  
 Whitehouse Station, NJ 08889  
 Ph: 908.534.4035 Fax: 908.534.0507  
 www.MalickAndScherer.com

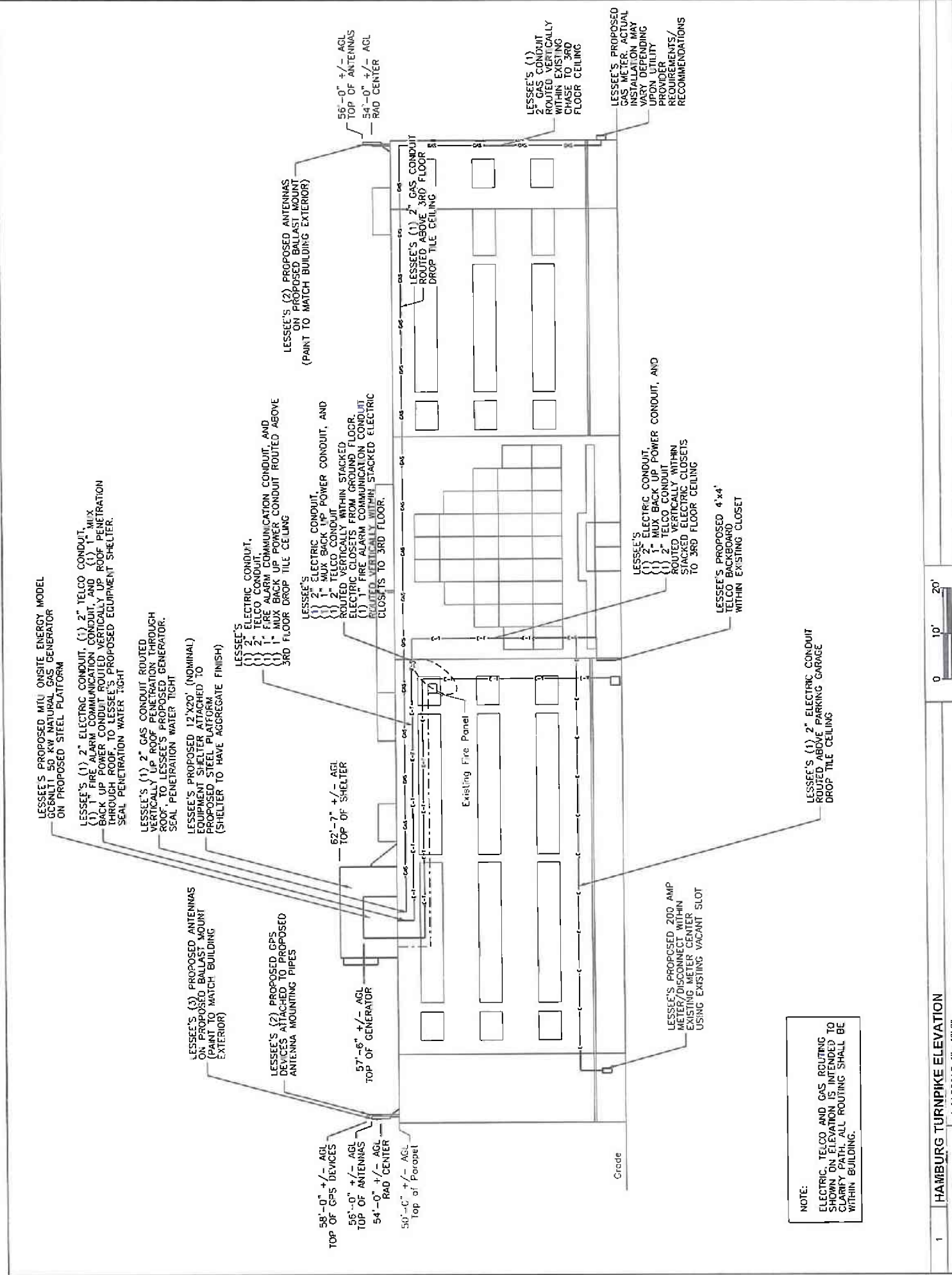
GENU J. SCHERER  
 M/PROFESSIONAL ENGINEER  
 1-609-883-8880

LESSEE:  
 NEW YORK SMSA  
 LIMITED PARTNERSHIP  
 619/B

**verizonwireless**  
 141 INDUSTRIAL PARKWAY  
 BRANCHBURG, NJ 08876

NO.	ISSUE OR REVISION	DATE	BY
1	OWNER REVISIONS	04/11/13	ZNR
0	ISSUED AS FINAL	06/14/12	SC

PROJECT TITLE: EXHIBIT A-1	
SITE NAME: WAYNE 2 RELO	
SITE ADDRESS: 601 HAMBURG TURNPIKE WAYNE, NJ 07470	
M&S PROJECT #: 12VNJ003	
SCALE: AS NOTED	DATE: 05/16/12
DRAWN BY: CA	CHECKED BY: TS
DRAWING TITLE: ELEVATION	
DRAWING NO.: LE4	PAGE NO.: 4 of 4



NOTE:  
 ELECTRIC, TELCO AND GAS ROUTING IS INTENDED TO SHOWN ON ELEVATION IS INTENDED TO CLARIFY PATH. ALL ROUTING SHALL BE WITHIN BUILDING.



*Handwritten signature*

## EXHIBIT "C"

### CONTRACTORS AND CONSTRUCTION RULES

LESSOR's rules regarding LESSEE's contractors, sub-contractors and agents and construction and installation work to be performed at the aforementioned site are inclusive of, but not limited to the following:

1. LESSEE agrees to submit in writing, detailed plans describing the installation of any equipment prior to the commencement of any work relating to such installation. All plans to be approved by LESSOR prior to the commencement of such work.
2. LESSOR's structural engineer MUST approve all drawings and/or change orders prior to the commencement of any work. The first review of such drawings, change orders and/or related materials shall be at LESSOR's sole cost. All other required reviews by LESSOR's engineer of such materials and/or modifications or supplemental materials relating thereto shall be at LESSEE's sole cost.
3. Prior to the commencement of any of its construction or installation work, LESSEE shall provide LESSOR with the insurance coverage documentation required by Paragraphs 11(b) and 14 of the Lease.
4. LESSOR's roofing contractor shall perform at LESSEE's expense any/all required roof-penetrating work approved by LESSOR.
5. Drilling or cutting of concrete, building or roof surfaces is to be performed outside of building standard hours, 7:00 a.m. to 7:00 p.m., Monday – Friday, and Saturday, 7 a.m. to 2 p.m. All areas are to be returned to broom-clean condition and secured upon completion of contractor's daily work.
6. Fire Alarms: Managing Agent requires 24-hour advance notice for the disengaging of alarm zones due to construction work. A fire watch MUST be on duty around the clock when zone cards are pulled from the system. All related costs of same are billable to the contractor.
7. Corridors, stairways, landings or elevators or other building common areas are to remain open and accessible and shall not be blocked with any ladder, scaffolding or other construction equipment or debris during the hours of 7:00 a.m. to 7:00 p.m.
8. Mechanical, Electrical and Service Rooms and/or Utility Closets: Access is provided with the authorization of LESSOR and/or LESSOR's Managing Agent. All areas are to be returned to broom-clean condition and secured upon completion of contractor's daily work.
9. Roof Access: Access to the roof is provided by authorization of LESSOR and/or LESSOR's Managing Agent.
10. LESSEE's Contractors shall not interfere with the use of the Property by LESSOR, Tenants, and invitees of the LESSOR or its Tenants.

11. No machinery or equipment of any kind or articles of unusual weight or size will be allowed in the Building, without the prior written consent of LESSOR or its Managing Agent. All such equipment shall be placed and maintained by contractor in settings sufficient, in LESSOR's judgment, to absorb and prevent vibration, noise and annoyance to the other Tenants.
12. LESSEE's contractor(s) to take all necessary precautions to protect LESSOR's property from damage during construction, repairs, alterations, modifications, alterations and additions by the installation & use of protection coverings.
13. LESSEE's contractor(s) shall take all necessary precautions to maintain safe and secure conditions in/around Property in preparation for and during construction. Contractor(s) is responsible to install and maintain necessary and appropriate construction safety controls and/or personnel at work areas to limit or prevent pedestrian and vehicular traffic beyond a point of safety.
14. LESSOR or its Managing Agent reserves the right to demand a work-stoppage and/or remove LESSOR's contractors from the site until the resolution of a problem, if after appropriate notice is given to the contractor of an action or occurrence, which could, if continued, endanger the safety and security of person(s) at the Property or result in damage to the property of LESSOR, its Tenants or visitors, and contractor fails to rectify the problem within a reasonable period from receipt of verbal or written notice.
15. A refundable construction deposit in an amount to be agreed upon by the parties shall be paid to LESSOR prior to the start of any construction work. This deposit shall be returned after completion of all work and less any deductions made for repair or replacement required to return the Property to existing condition prior to construction.
16. LESSEE's contractor(s) shall provide all scheduling requests or inquiries to the LESSOR's Managing Agent and give not less than 24-hours advance notice of intended work. In the event LESSEE work is performed during Building non-business hours between 7 p.m. and 7 a.m. on weekdays, or on weekends or holidays, LESSOR's employees and/or contractors shall control access to LESSEE's work areas, monitor LESSEE's work areas and LESSEE's cleanup of its work areas; and LESSEE shall reimburse LESSOR for such services at the rate of \$25.00 per hour.
17. Notice of LESSOR's Managing Agent:  
Pashman Realty & Management Co., LLC  
601 Hamburg Turnpike, Suite 307, Wayne, NJ 07470  
Tele: 973-904-0149  
Fax: 973-904-0127  
Andrea V. Suriano (Cell: 973-980-2565) Property Manager  
Stefanie Pashman (Cell: 201-650-8536) Sr. Managing Agent
18. **All LESSOR's approvals referenced in this Exhibit C shall not be unreasonably withheld, conditioned or delayed.**

**EXHIBIT "D"**

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

See attached agreement consisting of five (5) pages.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

NEW YORK SMSA LIMITED PARTNERSHIP  
d/b/a Verizon Wireless  
One Verizon Way, Mail Stop 4AW100  
Basking Ridge, New Jersey 07920  
Site: Wayne 2 Relo

(Space Above For Recorder's Use)

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made and entered into as of the 11 day of March, 2013 by and among Valley National Bank (the "Lender"), LLJ Realty, LLC (the "Lessor") and NEW YORK SMSA LIMITED PARTNERSHIP, a New York limited partnership d/b/a Verizon Wireless (the "Lessee").

RECITALS:

A. Lender (by its predecessor in interest, Greater Community Bank) has made a loan (the "Loan") to Lessor in the original principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) which Loan is evidenced by that certain Construction Mortgage (the "Mortgage") recorded on May 6, 2002 in Book M-1424 at Page 94. The Mortgage, together with all amendments and assignments thereto (including but not limited to an Absolute Assignment of Leases and Rentals dated April 15, 2002 ("Assignment"), a First Mortgage Extension Agreement dated November 9, 2004, and a Second Mortgage Extension Agreement dated December 29, 2005), is secured by and creates a lien on the real property commonly known as Lot 3 in Block 2800, and located at 601 Hamburg Turnpike, Wayne, NJ and as more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein ("Property").

B. Pursuant to a written lease agreement for the installation and operation of a wireless communications site dated, March 11, 2013 (the "Lease"), Lessee has leased from Lessor a portion of the Property as described in the Lease ("Leased Premises").

C. Lessee, Lessor and Lender have agreed to the following with respect to their mutual rights and obligations pursuant to the Lease and the Loan.

## AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Lessee's interest in the Lease and all rights of Lessee thereunder shall be and are hereby declared subject and subordinate to the Mortgage and its terms and conditions, together with any amendment, supplement, modification, renewal or replacement thereof. The Mortgage shall unconditionally be and remain at all times a lien on the Leased Premises, prior and superior to the rights and claims of Lessee under the Lease.

2. Pursuant to Section 4 of the Assignment, Lender hereby approves of Lessor entering into the Lease. In the event of any foreclosure of the Mortgage or any conveyance in lieu of foreclosure, provided that Lessee shall not then be in default under the Lease, Lessee shall not be made a party to any action or proceeding to remove or evict Lessee or to disturb its possession, nor shall the leasehold estate of Lessee created by the Lease be effected in any way, and the Lease shall continue in full force and effect as a direct lease between Lessee and Lender.

3. After the receipt by Lessee of notice from Lender of any foreclosure of the Mortgage or any conveyance in lieu of foreclosure, Lessee shall thereafter attorn to and recognize Lender and all of Lender's successors-in-interest as its substitute lessor, and having thus attorned, Lessee shall be bound to Lender and all of Lender's successors-in-interest under all of the covenants, conditions and terms of the Lease, and Lessee's possession shall not thereafter be disturbed, provided Lessee shall continue to timely pay all rents under the Lease and otherwise observe and perform the covenants, conditions and terms of the Lease.

4. In no event shall Lender be liable for any act or omission of Lessor, nor shall Lender be subject to any offsets or deficiencies which Lessee may be entitled to assert against Lessor as a result of any act or omission of Lessor occurring prior to Lender's obtaining possession of the Leased Premises.

5. Lessee agrees with Lender that, from and after the date Lessee receives a fully executed copy of this Agreement, Lessee will not seek to terminate the Lease by reason of any act or omission of Lessor until Lessee shall have given written notice of such act or omission to Lender and until after receipt by Lender of such notice and the expiration of any cure period stated in the Lease shall have elapsed following such notice, during which period Lender shall have the right, but not the obligation, to remedy such act or omission.

6. No conveyance of Lessor's interest in the Leased Premises or any part thereof to Lessee shall, insofar as Lender is concerned, cause the fee estate and leasehold estate created by the Lease to merge. Rather, said estate shall remain separate and distinct and the Lease shall continue in full force and effect notwithstanding the vesting of the leasehold and fee estates in any single person or entity by reason of such conveyance or otherwise.

7. This Agreement and its terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including, without limitation, any purchaser at any foreclosure sale.

8. This Agreement shall be the whole and only agreement between Lessor and Lessee with regard to the subordination of the Lease and shall supersede and cancel any prior agreements by Lessor and Lessee as to such subordination, including, but not limited to, those provisions, if any, contained in the Lease.

(Signature Page to Follow)

This Agreement has been executed on the day and year first above written.

"Lender"

Valley National Bank

By: 

Name: William O'Brien

Title: Sr Vice President

"Lessor"

LLJ Realty, LLC

By: 

Name: Louis D. March, Sr.

Title: Managing Member

"Lessee"

NEW YORK SMSA LIMITED PARTNERSHIP,  
a New York limited partnership d/b/a Verizon  
Wireless

By: CELLCO PARTNERSHIP, its General  
Partner

By: 

Name: David R. Heverling

Title: Area Vice President Network

31113

STATE OF New Jersey  
COUNTY OF Passaic

On Dec. 7, 2012, before me, Carol A. O'Leary, Notary Public,  
personally appeared WILLIAM OIB,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Carol A. O'Leary  
Notary Public  
CAROL A. O'LEARY  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 4/22/2014

(SEAL)

STATE OF New Jersey  
COUNTY OF Passaic

On 3/29/13, before me, Louis March Sr, Notary Public,  
Personally appeared Louis March Sr,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
[Signature]  
Notary Public

TERESA REICH  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 26, 2015

STATE OF MASSACHUSETTS  
COUNTY OF WORCESTER

On 3-11-13, before me, Diane Gazzola, Notary Public,  
personally appeared DAVID R. HEVERLING, personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Diane Gazzola  
Notary Public

DIANE GAZZOLA (SEAL)  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
November 04, 2015

## EXHIBIT "A"

### DESCRIPTION OF LAND

The Property is described and/or depicted as follows:

#### Exhibit A Legal Description

All that certain tract, lot and parcel of land lying and being in the Township of Wayne, County of Passaic and State of New Jersey, being more particularly described as follows:

TRACT I: Beginning at a point in the center line of the road formerly known as the Paterson and Hamburg Turnpike distant 962 feet northwesterly measured along the center line of said road as now laid down from at right angle offset to a pipe set for a corner in the easterly boundary line of the property of the Greenbrook Farm Company where same adjoins the property now or formerly of Thomas DeGreen; thence

1. northwesterly 190 feet along the center line of said road; thence
2. at an angle of 90 degrees southwesterly along the property of the Greenbrook Farm Company 230 feet to a pipe set for a corner; thence
3. at an angle of 90 degrees and parallel to the center line of said road, still along the property of the Greenbrook Farm Company southeasterly 190 feet to a pipe set for a corner; thence
4. at an angle of 90 degrees still along the property of the Greenbrook Farm Company, northeasterly 230 feet to the point and place of beginning.

TRACT II: Beginning at a point in the center of the Pompton Turnpike formerly known as the Paterson & Hamburg Turnpike which point is the northwest corner of the property heretofore conveyed by deed dated April 27, 1925 by the Greenbrook Farm Company to Charles H. Scribner; thence

1. southwesterly along the westerly line of the property of Charles H. Scribner 230 feet to a pipe previously set for the southwest corner of the aforesaid property of Charles H. Scribner, thence
2. at right angles northwesterly along the property of the Greenbrook Farm Company 169 1/2 feet to a cedar tree in the fence line between the property of the Greenbrook Farm Company and the property of the Estate of Marcia P. Brackenridge, thence
3. at right angles northeasterly parallel to the westerly boundary of property of Charles H. Scribner and 169 1/2 feet therefrom 230 feet along the property of Greenbrook Farm Company to the center of the road formerly known as the Paterson & Hamburg Turnpike; thence
4. about at right angles southeasterly along said center of said road 169 1/2 feet to the point or place of beginning.

LESS AND EXCEPT the property conveyed to the County of Passaic in Deed dated May 10, 2002 and recorded July 23, 2002 in Deed Book D452, Page 58.

Also known as Lot 3 Block 2800

**OPTION TO LEASE AGREEMENT  
AND  
BUILDING AND ROOFTOP LEASE AGREEMENT**

This Building and Rooftop Lease Agreement (the "Agreement") is made this 11 day of March 2013, between LLJ Realty, LLC, a New Jersey limited liability company, with its principal offices located c/o Pashman Realty and Management Co., LLC, 601 Hamburg Turnpike, Suite 307, Wayne, New Jersey 07470, 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."

LESSOR is the owner of that certain real property located at 601 Hamburg Turnpike, in the Township of Wayne, Passaic County, New Jersey, as shown on the Tax Map of the Township of Wayne as Lot 3 in Block 2800, and as identified by a Deed recorded in Deed Book D405 at Page 68 in the Office of the Passaic County Clerk; and that certain building ("Building") located thereon (the Building and such real property are hereinafter sometimes collectively referred to as the "Property", the underlying real property of which is legally described in Exhibit A attached hereto and made a part hereof).

LESSEE desires to obtain an option to lease a portion of the Property consisting of Building rooftop space and a portion of the Building interior floor space; together with necessary easements over designated portions of the common areas of the Property approved by LESSOR in writing, for the construction, installation, operation and maintenance of LESSEE's communications facility on the Property, including but not limited to wires, cables, conduits and pipes to be hidden in ceiling and chases running between the floor space and rooftop space, and to all necessary electrical and telephone utility sources located within the Building or on the Property, the foregoing areas being depicted on Exhibit B attached hereto and made a part hereof (collectively, the "Premises"); together with the non-exclusive right of access 7 days a week and 24 hours a day for the operation and maintenance of LESSEE's facility; and together with limited access to the Property for the construction of LESSEE's facility and installation of its equipment and accessories including without limitation, wires, cables, conduits and pipes, as set forth in LESSOR's "Contractors and Construction Rules" attached hereto as Exhibit C.

The parties therefore agree as follows:

**I. OPTION TO LEASE.**

a. In consideration of the payment by LESSEE to LESSOR of the non-refundable sum of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00), the LESSOR hereby grants to LESSEE the right and option to lease said Premises for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within thirty (30) days of execution of this Agreement.

of Rent paid more than five (5) days after the due date thereof, to cover the extra expense involved in handling delinquent payments. The amount of the Late Charge to be paid by LESSEE shall be reassessed and added to LESSEE's obligations for each successive monthly period until paid.

b. LESSOR hereby agrees to provide to LESSEE not more than once each year with the following documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a letter from LESSOR's Certified Public Accountant providing any reasonably required IRS form relating to LESSEE's rental payments made pursuant to this Agreement; (iii) 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. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 24.

Within thirty (30) 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 Rental Documentation in the manner set forth in the preceding paragraph. Not more than once each year during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE.

6. 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.

7. EXTENSION RENTALS. LESSEE shall pay annual rental for each year of every extension term in an amount equal to one hundred and three (103%) percent of the annual rent for the immediately preceding year.

8. 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 be as set forth in Paragraph 7 hereof. The initial term and all extensions shall be collectively referred to herein as the "Term".

9. 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

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

**LESSOR:**  
LLJ REALTY, LLC

*Assunta Aureano*

WITNESS

*Andrea V. Soriano*  
[name]

By: *[Signature]*

LOUIS D. MARCH, SR.  
Managing Member

Date: *12/05/2012*

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

By: CELLCO PARTNERSHIP,  
its General Partner

*Diane Thyma*

WITNESS

*Diane Garzola*  
[name]

By: *[Signature]*

Name: David R. Heverling  
Its: Area Vice President Network

Date: *3 11 13*

**EXHIBIT "A"**

**DESCRIPTION OF LAND**

to the Agreement dated \_\_\_\_\_, 2011, by and between National Community Bank, as Lender, LLJ Realty, LLC, a limited liability company, as Lessor, and \_\_\_\_\_, a \_\_\_\_\_ company, as Lessee.

The Property is described and/or depicted as follows:

**Exhibit A**  
**Legal Description**

All that certain tract, lot and parcel of land lying and being in the Township of Wayne, County of Passaic and State of New Jersey, being more particularly described as follows:

TRACT I: Beginning at a point in the center line of the road formerly known as the Paterson and Hamburg Turnpike distant 962 feet northwesterly measured along the center line of said road as now laid down from at right angle offset to a pipe set for a corner in the easterly boundary line of the property of the Greenbrook Farm Company where same adjoins the property now or formerly of Thomas DeGreen; thence

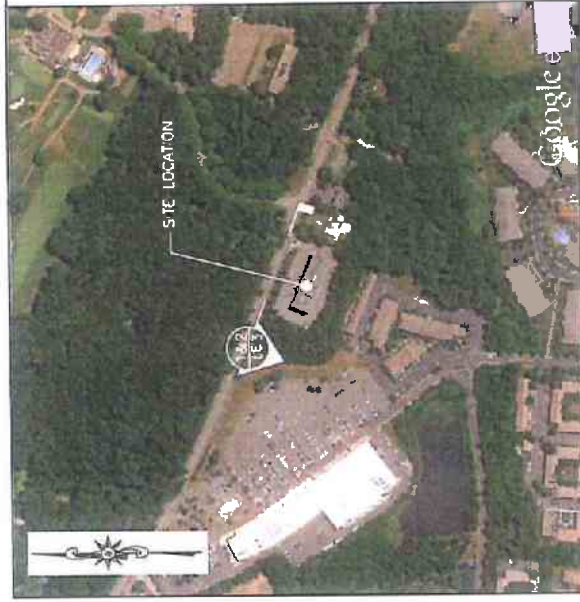
1. northwesterly 190 feet along the center line of said road; thence
2. at an angle of 90 degrees southwesterly along the property of the Greenbrook Farm Company 230 feet to a pipe set for a corner; thence
3. at an angle of 90 degrees and parallel to the center line of said road, still along the property of the Greenbrook Farm Company southeasterly 190 feet to a pipe set for a corner; thence
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3. at right angles northeasterly parallel to the westerly boundary of property of Charles H. Scribner and 169 1/2 feet therefrom 230 feet along the property of Greenbrook Farm Company to the center of the road formerly known as the Paterson & Hamburg Turnpike; thence
4. about at right angles southeasterly along said center of said road 169 1/2 feet to the point or place of beginning.

LESS AND EXCEPT the property conveyed to the County of Passaic in Deed dated May 10, 2002 and recorded July 23, 2002 in Deed Book D452, Page 58.

Also known as Lot 3 Block 2800

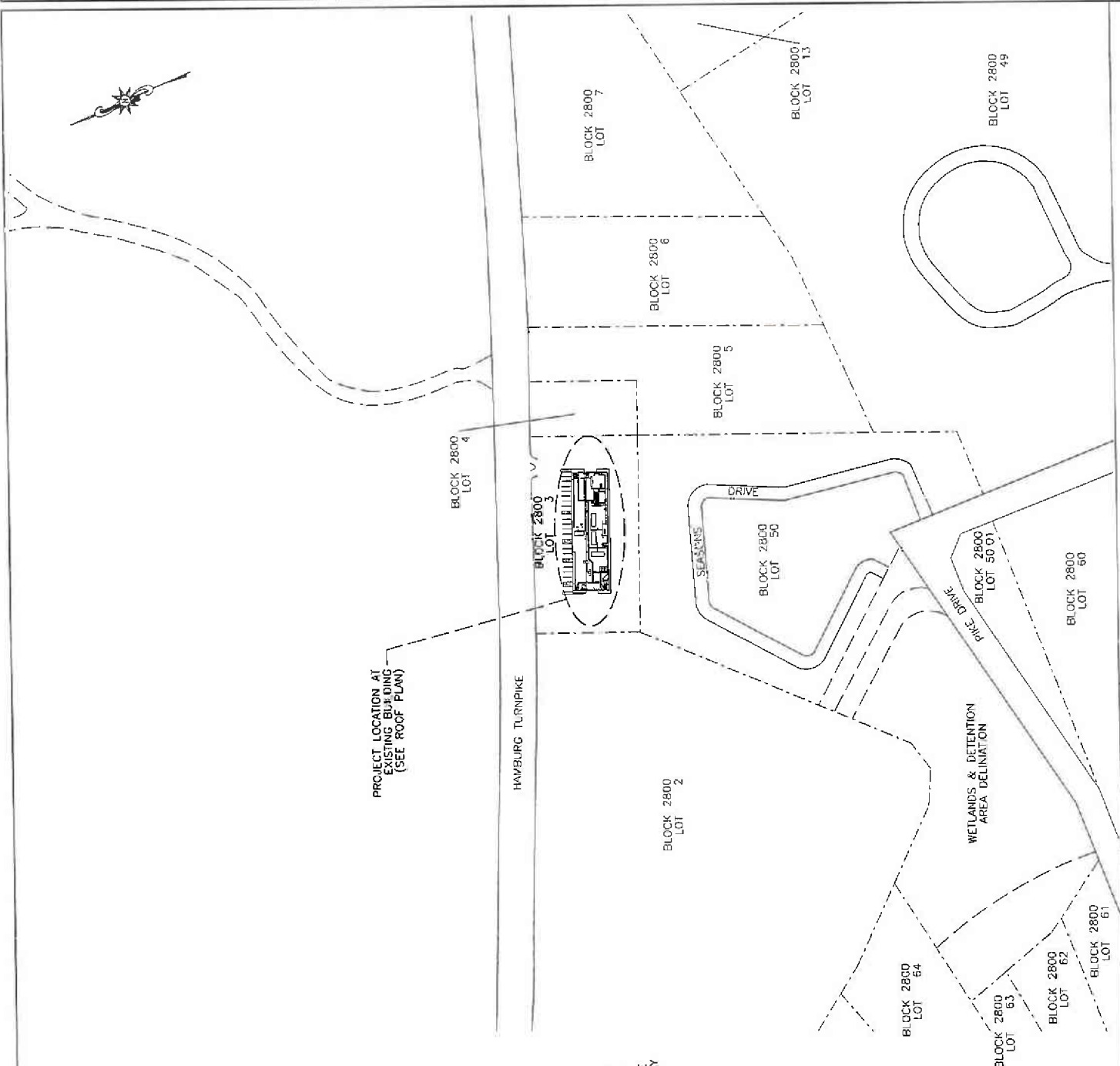


1 KEY MAP  
11x17 SCALE: NTS 22x34 SCALE: NTS

- GENERAL NOTES:
- 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".
  - TRUE NORTH, DETERMINATION, GROUND (ANSI) ELEVATION AND LATITUDE AND LONGITUDE COORDINATES ARE BASED ON USGS MAP INFORMATION.
  - THE LOCATIONS OF LESSEE'S PROPOSED UTILITIES ARE SUBJECT TO THE REVIEW AND APPROVAL OF THE RESPECTIVE UTILITY COMPANIES AND MAY NEED TO BE RELOCATED.

- SITE INFORMATION:
- PROPERTY OWNER/LESSOR: LLJ REALTY C/O PASHMAN REALTY  
601 HAMBURG TURNPIKE SUITE 307  
WAYNE, NJ 07470
  - CONTACT: ANDREA SURIANO  
973-504-0149
  - TOWER OWNER/LESSOR: N/A
  - CONTACT: N/A
  - LESSEE: NEW YORK SMSA LIMITED PARTNERSHIP  
d/b/a VERIZON WIRELESS  
141 INDUSTRIAL PARKWAY  
BRANCHBURG, NJ 08876
  - SITE ADDRESS: 601 HAMBURG TURNPIKE  
WAYNE, NJ 07470
  - LOT: 3  
BLOCK: 2800 (OFFICE BUILDING & LIMITED)  
ZONE: DB-5.17.30  
COORDINATES: W74°13'05.13"  
NAD83
  - GROUND ELEVATION: 346' +/- AVSL
  - INFORMATION SHOWN ON THIS DRAWING IS BASED ON LIMITED FIELD MEASUREMENTS BY MALICK AND SCHERER, P.C. TAKEN ON 4/18/12.

7 OVERALL SITE PLAN  
11x17 SCALE: 1"= 200'-0" 22x34 SCALE: 1"= 100'-0"



0 100' 200'  
WETLANDS & DETENTION AREA DELINEATION



**Malick & Scherer, P.C.**  
Civil/Geotechnical/Construction Inspection/ Land Surveyors  
One Salem Sq., 295 Rt. 22 East  
Whitehouse Station, NJ 08859  
Ph: 908.534.4995 Fax: 908.534.0697  
www.MalickAndScherer.com

GLENN J. SCHERER  
NJ PROFESSIONAL ENGINEER  
# 0E3993

LESSEE:

NEW YORK SMSA  
LIMITED PARTNERSHIP  
d/b/a



NO.	OWNER REVISIONS	DATE	BY
1	OWNER REVISIONS	04/11/13	Z.NR
0	ISSUED AS FINAL	08/14/12	SC

PROJECT TITLE:  
EXHIBIT A-1

SITE NAME:  
WAYNE 2 RELO

SITE ADDRESS:  
601 HAMBURG TURNPIKE  
WAYNE, NJ 07470

M&S PROJECT #: 12VNL008

SCALE: AS NOTED DATE: 05/16/12

DRAWN BY: CA CHECKED BY: TS

DRAWING TITLE:

OVERALL SITE PLAN

DRAWING NO.: LE1

PAGE NO.: 1 of 4

*MS*



**MalickScherer, P.C.**  
*Consulting Engineers - Construction Administration - Land Surveyors*

One Salem Sq. 295 Rt 22 East  
 Whitehouse Station, NJ 08889  
 Ph: 908.534.4995 Fax: 908.534.0507  
 www.MalickScherer.com

GLENN J. SCHERER  
 N.J. PROFESSIONAL ENGINEER  
 P.E. 028299

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



141 INDUSTRIAL PARKWAY  
 BRANCHBURG, NJ 08876

NO.	OWNER REVISIONS	DATE	BY
1	ISSUED AS FINAL	06/14/12	SC
0	ISSUED AS FINAL	06/14/12	SC

PROJECT TITLE:  
 EXHIBIT A-1

SITE NAME:  
 WAYNE 2 RELO  
 SITE ADDRESS:  
 601 HAMBURG TURNPIKE  
 WAYNE, NJ 07470

M&S PROJECT #: 12VNI-003

SCALE: AS NOTED DATE: 05/16/12

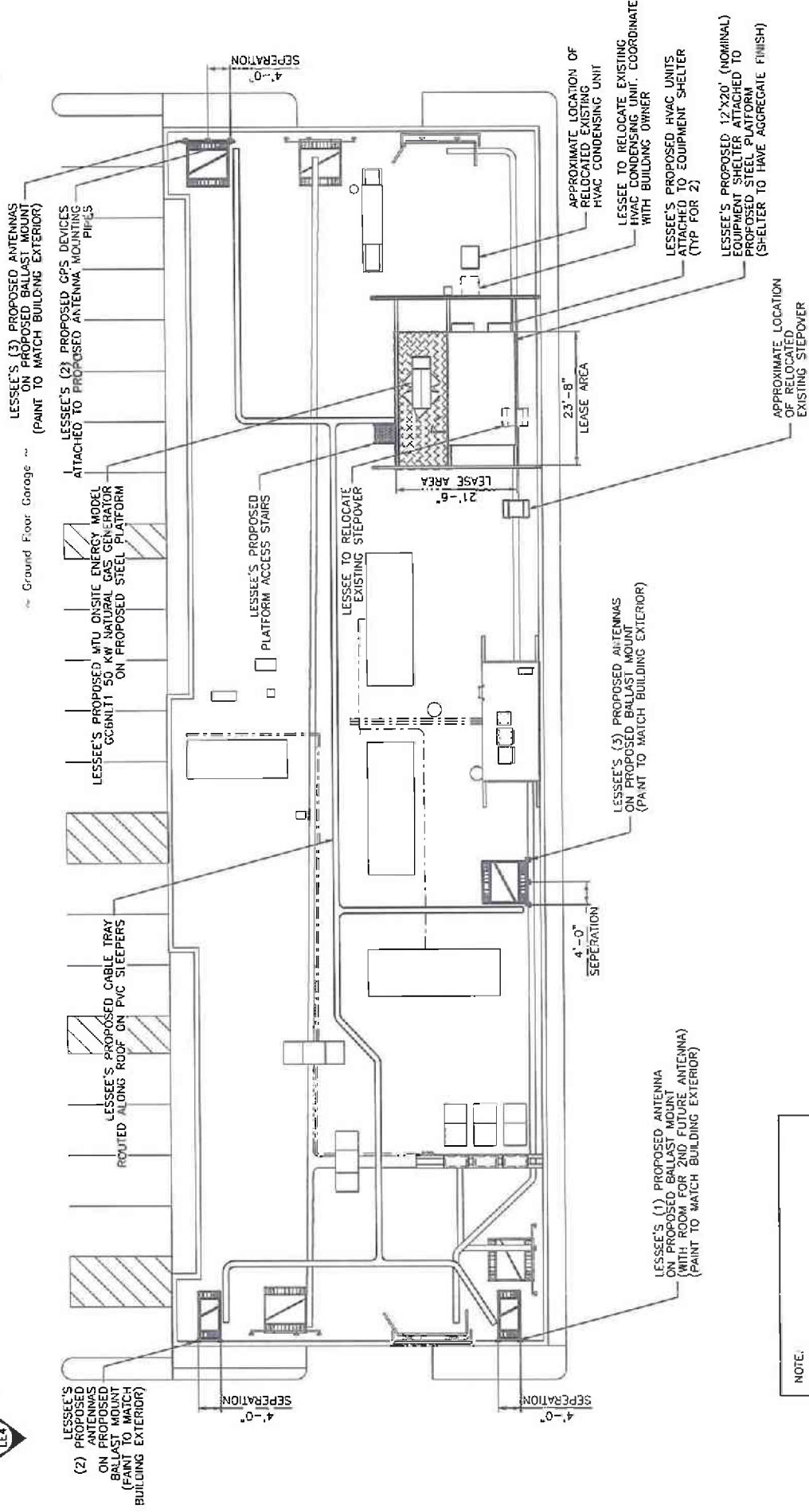
DRAWN BY: CA CHECKED BY: TS

DRAWING TITLE:  
 ROOF PLAN

DRAWING NO.: LEZ PAGE NO.: 2 of 4

Hamburg Turnpike

BLOCK 2600  
 LOT 3



NOTE:  
 1) RF INFORMATION PENDING  
 2) GROUND SHALL BE TO BUILDING STEEL



1 ROOF PLAN  
 11x17 SCALE: 1"= 20'-0"  
 22x34 SCALE: 1"= 10'-0"

Handwritten initials/signature



**Malick Scherer, P.C.**  
 Consulting Engineers, Construction Inspection, Land Surveys

One Salem Sq., 205th St., 2nd East  
 Whitehouse Station, NJ 08889  
 P: 908.534.4395 Fax: 908.534.0507  
 www.MalickScherer.com

GLEN J. SCHERER  
 N.J. PROFESSIONAL ENGINEER  
 # CE00930

LESSEE:  
 NEW YORK SMSA  
 LIMITED PARTNERSHIP  
 Ullie



141 INDUSTRIAL PARKWAY  
 BRANCHBURG, NJ 08876

NO.	OWNER REVISIONS	DATE	BY
1	ISSUED AS FINAL	06/11/13	ZNR
0	ISSUED AS FINAL	06/14/12	SC

PROJECT TITLE:  
 EXHIBIT A-1

SITE NAME:  
 WAYNE 2 RELO  
 SITE ADDRESS:  
 601 HAMBURG TURNPIKE  
 WAYNE, NJ 07470

MMS PROJECT #: 12VNU003

SCALE: AS NOTED DATE: 05/16/12

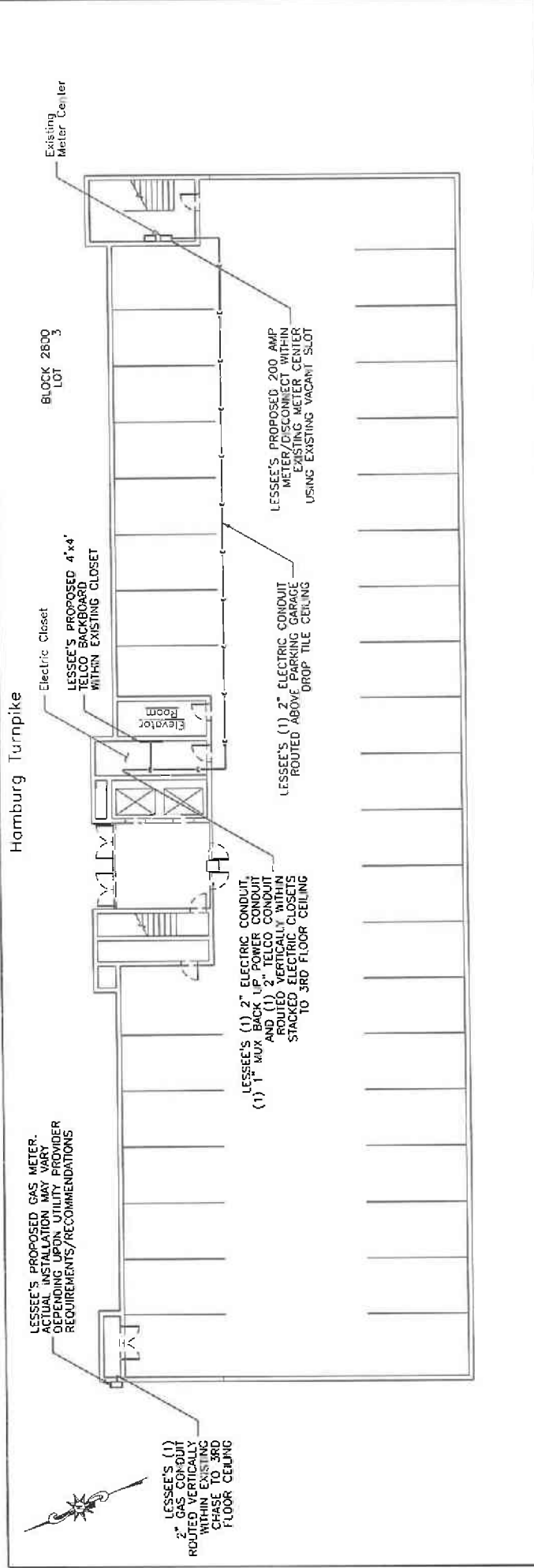
DRAWN BY: CA CHECKED BY: TS

DRAWING TITLE:

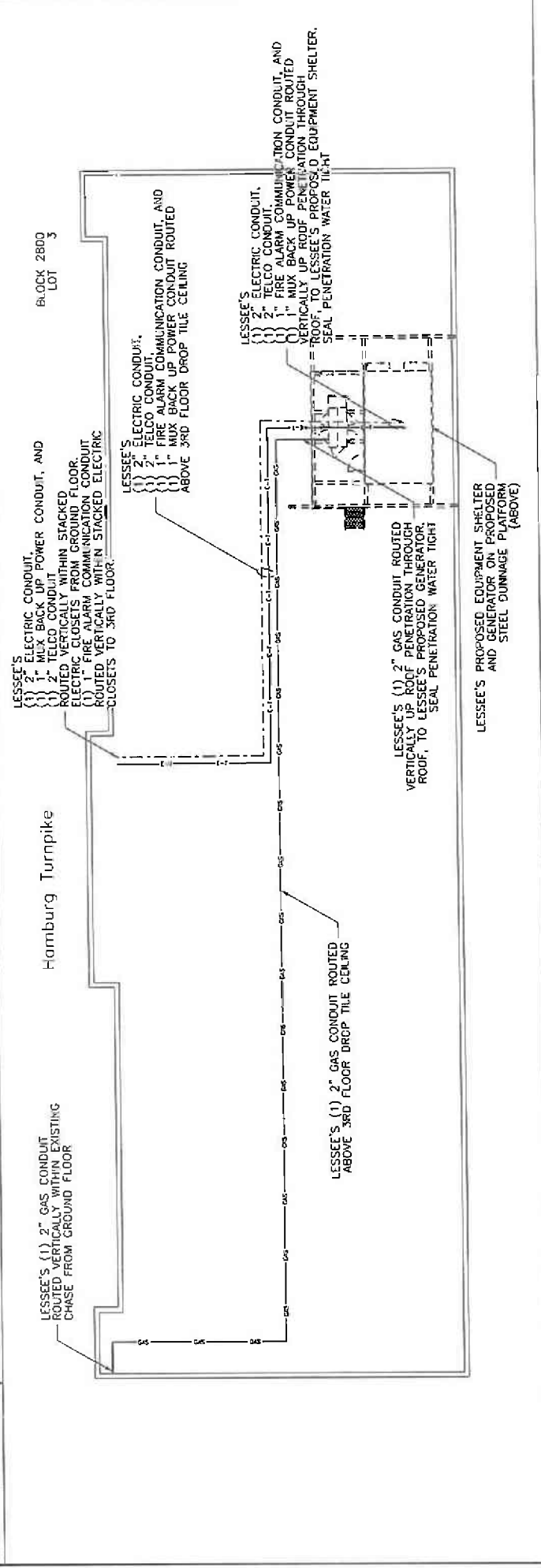
GROUND FLOOR PLAN &  
 3RD FLOOR PLAN

DRAWING NO.: PAGE NO.:

LE3 3 of 4



1 GROUND FLOOR PLAN  
 11x17 SCALE: 1" = 20'-0"  
 22x34 SCALE: 1" = 10'-0"



2 3RD FLOOR PLAN  
 11x17 SCALE: 1" = 20'-0"  
 22x34 SCALE: 1" = 10'-0"

*Handwritten initials/signature*



**Malick Scherer, P.C.**  
 Consulting Engineers, Construction Inspectors, Land Surveyors  
 One Salem Sq. 205 R. 22 East  
 Whitehouse Station, NJ 08889  
 Ph: 908.534.4035 Fax: 908.534.0507  
 www.MalickAndScherer.com

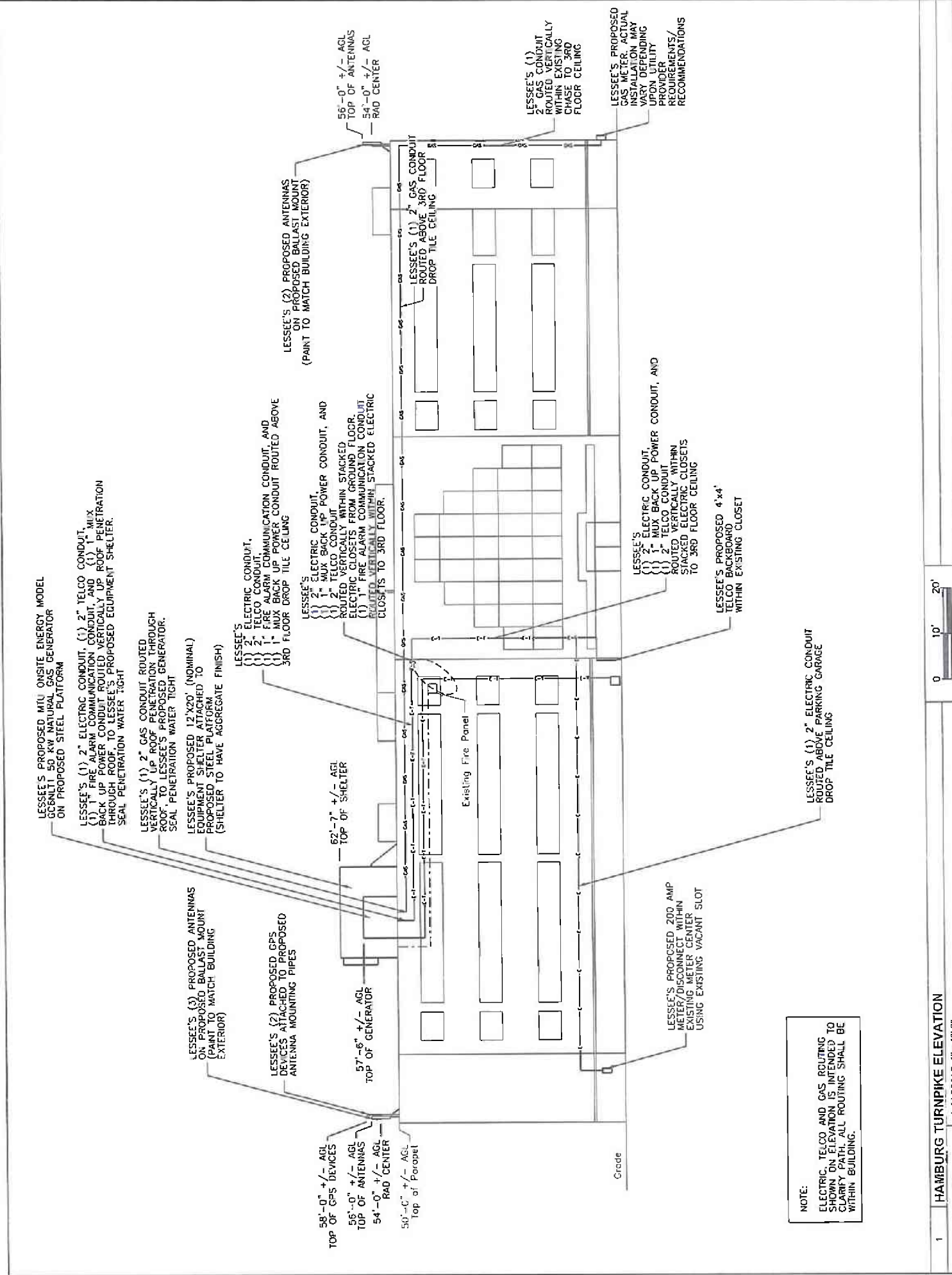
GENU J. SCHERER  
 M/PROFESSIONAL ENGINEER  
 1-609-883-8880

LESSEE:  
 NEW YORK SMSA  
 LIMITED PARTNERSHIP  
 619/B

**verizonwireless**  
 141 INDUSTRIAL PARKWAY  
 BRANCHBURG, NJ 08876

NO.	ISSUE OR REVISION	DATE	BY
1	OWNER REVISIONS	04/11/13	ZNR
0	ISSUED AS FINAL	06/14/12	SC

PROJECT TITLE: EXHIBIT A-1	
SITE NAME: WAYNE 2 RELO	
SITE ADDRESS: 601 HAMBURG TURNPIKE WAYNE, NJ 07470	
M&S PROJECT #: 12VNJ003	
SCALE: AS NOTED	DATE: 05/16/12
DRAWN BY: CA	CHECKED BY: TS
DRAWING TITLE: ELEVATION	
DRAWING NO.: LE4	PAGE NO.: 4 of 4



NOTE:  
 ELECTRIC, TELCO AND GAS ROUTING SHOWN ON ELEVATION IS INTENDED TO CLARIFY PATH. ALL ROUTING SHALL BE WITHIN BUILDING.



*Handwritten signature*

## EXHIBIT "C"

### CONTRACTORS AND CONSTRUCTION RULES

LESSOR's rules regarding LESSEE's contractors, sub-contractors and agents and construction and installation work to be performed at the aforementioned site are inclusive of, but not limited to the following:

1. LESSEE agrees to submit in writing, detailed plans describing the installation of any equipment prior to the commencement of any work relating to such installation. All plans to be approved by LESSOR prior to the commencement of such work.
2. LESSOR's structural engineer MUST approve all drawings and/or change orders prior to the commencement of any work. The first review of such drawings, change orders and/or related materials shall be at LESSOR's sole cost. All other required reviews by LESSOR's engineer of such materials and/or modifications or supplemental materials relating thereto shall be at LESSEE's sole cost.
3. Prior to the commencement of any of its construction or installation work, LESSEE shall provide LESSOR with the insurance coverage documentation required by Paragraphs 11(b) and 14 of the Lease.
4. LESSOR's roofing contractor shall perform at LESSEE's expense any/all required roof-penetrating work approved by LESSOR.
5. Drilling or cutting of concrete, building or roof surfaces is to be performed outside of building standard hours, 7:00 a.m. to 7:00 p.m., Monday – Friday, and Saturday, 7 a.m. to 2 p.m. All areas are to be returned to broom-clean condition and secured upon completion of contractor's daily work.
6. Fire Alarms: Managing Agent requires 24-hour advance notice for the disengaging of alarm zones due to construction work. A fire watch MUST be on duty around the clock when zone cards are pulled from the system. All related costs of same are billable to the contractor.
7. Corridors, stairways, landings or elevators or other building common areas are to remain open and accessible and shall not be blocked with any ladder, scaffolding or other construction equipment or debris during the hours of 7:00 a.m. to 7:00 p.m.
8. Mechanical, Electrical and Service Rooms and/or Utility Closets: Access is provided with the authorization of LESSOR and/or LESSOR's Managing Agent. All areas are to be returned to broom-clean condition and secured upon completion of contractor's daily work.
9. Roof Access: Access to the roof is provided by authorization of LESSOR and/or LESSOR's Managing Agent.
10. LESSEE's Contractors shall not interfere with the use of the Property by LESSOR, Tenants, and invitees of the LESSOR or its Tenants.

11. No machinery or equipment of any kind or articles of unusual weight or size will be allowed in the Building, without the prior written consent of LESSOR or its Managing Agent. All such equipment shall be placed and maintained by contractor in settings sufficient, in LESSOR's judgment, to absorb and prevent vibration, noise and annoyance to the other Tenants.
12. LESSEE's contractor(s) to take all necessary precautions to protect LESSOR's property from damage during construction, repairs, alterations, modifications, alterations and additions by the installation & use of protection coverings.
13. LESSEE's contractor(s) shall take all necessary precautions to maintain safe and secure conditions in/around Property in preparation for and during construction. Contractor(s) is responsible to install and maintain necessary and appropriate construction safety controls and/or personnel at work areas to limit or prevent pedestrian and vehicular traffic beyond a point of safety.
14. LESSOR or its Managing Agent reserves the right to demand a work-stoppage and/or remove LESSOR's contractors from the site until the resolution of a problem, if after appropriate notice is given to the contractor of an action or occurrence, which could, if continued, endanger the safety and security of person(s) at the Property or result in damage to the property of LESSOR, its Tenants or visitors, and contractor fails to rectify the problem within a reasonable period from receipt of verbal or written notice.
15. A refundable construction deposit in an amount to be agreed upon by the parties shall be paid to LESSOR prior to the start of any construction work. This deposit shall be returned after completion of all work and less any deductions made for repair or replacement required to return the Property to existing condition prior to construction.
16. LESSEE's contractor(s) shall provide all scheduling requests or inquiries to the LESSOR's Managing Agent and give not less than 24-hours advance notice of intended work. In the event LESSEE work is performed during Building non-business hours between 7 p.m. and 7 a.m. on weekdays, or on weekends or holidays, LESSOR's employees and/or contractors shall control access to LESSEE's work areas, monitor LESSEE's work areas and LESSEE's cleanup of its work areas; and LESSEE shall reimburse LESSOR for such services at the rate of \$25.00 per hour.
17. Notice of LESSOR's Managing Agent:  
Pashman Realty & Management Co., LLC  
601 Hamburg Turnpike, Suite 307, Wayne, NJ 07470  
Tele: 973-904-0149  
Fax: 973-904-0127  
Andrea V. Suriano (Cell: 973-980-2565) Property Manager  
Stefanie Pashman (Cell: 201-650-8536) Sr. Managing Agent
18. **All LESSOR's approvals referenced in this Exhibit C shall not be unreasonably withheld, conditioned or delayed.**

**EXHIBIT "D"**

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

See attached agreement consisting of five (5) pages.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

NEW YORK SMSA LIMITED PARTNERSHIP  
d/b/a Verizon Wireless  
One Verizon Way, Mail Stop 4AW100  
Basking Ridge, New Jersey 07920  
Site: Wayne 2 Relo

(Space Above For Recorder's Use)

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made and entered into as of the 11 day of March, 2013 by and among Valley National Bank (the "Lender"), LLJ Realty, LLC (the "Lessor") and NEW YORK SMSA LIMITED PARTNERSHIP, a New York limited partnership d/b/a Verizon Wireless (the "Lessee").

RECITALS:

A. Lender (by its predecessor in interest, Greater Community Bank) has made a loan (the "Loan") to Lessor in the original principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) which Loan is evidenced by that certain Construction Mortgage (the "Mortgage") recorded on May 6, 2002 in Book M-1424 at Page 94. The Mortgage, together with all amendments and assignments thereto (including but not limited to an Absolute Assignment of Leases and Rentals dated April 15, 2002 ("Assignment"), a First Mortgage Extension Agreement dated November 9, 2004, and a Second Mortgage Extension Agreement dated December 29, 2005), is secured by and creates a lien on the real property commonly known as Lot 3 in Block 2800, and located at 601 Hamburg Turnpike, Wayne, NJ and as more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein ("Property").

B. Pursuant to a written lease agreement for the installation and operation of a wireless communications site dated, March 11, 2013 (the "Lease"), Lessee has leased from Lessor a portion of the Property as described in the Lease ("Leased Premises").

C. Lessee, Lessor and Lender have agreed to the following with respect to their mutual rights and obligations pursuant to the Lease and the Loan.

## AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Lessee's interest in the Lease and all rights of Lessee thereunder shall be and are hereby declared subject and subordinate to the Mortgage and its terms and conditions, together with any amendment, supplement, modification, renewal or replacement thereof. The Mortgage shall unconditionally be and remain at all times a lien on the Leased Premises, prior and superior to the rights and claims of Lessee under the Lease.

2. Pursuant to Section 4 of the Assignment, Lender hereby approves of Lessor entering into the Lease. In the event of any foreclosure of the Mortgage or any conveyance in lieu of foreclosure, provided that Lessee shall not then be in default under the Lease, Lessee shall not be made a party to any action or proceeding to remove or evict Lessee or to disturb its possession, nor shall the leasehold estate of Lessee created by the Lease be effected in any way, and the Lease shall continue in full force and effect as a direct lease between Lessee and Lender.

3. After the receipt by Lessee of notice from Lender of any foreclosure of the Mortgage or any conveyance in lieu of foreclosure, Lessee shall thereafter attorn to and recognize Lender and all of Lender's successors-in-interest as its substitute lessor, and having thus attorned, Lessee shall be bound to Lender and all of Lender's successors-in-interest under all of the covenants, conditions and terms of the Lease, and Lessee's possession shall not thereafter be disturbed, provided Lessee shall continue to timely pay all rents under the Lease and otherwise observe and perform the covenants, conditions and terms of the Lease.

4. In no event shall Lender be liable for any act or omission of Lessor, nor shall Lender be subject to any offsets or deficiencies which Lessee may be entitled to assert against Lessor as a result of any act or omission of Lessor occurring prior to Lender's obtaining possession of the Leased Premises.

5. Lessee agrees with Lender that, from and after the date Lessee receives a fully executed copy of this Agreement, Lessee will not seek to terminate the Lease by reason of any act or omission of Lessor until Lessee shall have given written notice of such act or omission to Lender and until after receipt by Lender of such notice and the expiration of any cure period stated in the Lease shall have elapsed following such notice, during which period Lender shall have the right, but not the obligation, to remedy such act or omission.

6. No conveyance of Lessor's interest in the Leased Premises or any part thereof to Lessee shall, insofar as Lender is concerned, cause the fee estate and leasehold estate created by the Lease to merge. Rather, said estate shall remain separate and distinct and the Lease shall continue in full force and effect notwithstanding the vesting of the leasehold and fee estates in any single person or entity by reason of such conveyance or otherwise.

7. This Agreement and its terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including, without limitation, any purchaser at any foreclosure sale.

8. This Agreement shall be the whole and only agreement between Lessor and Lessee with regard to the subordination of the Lease and shall supersede and cancel any prior agreements by Lessor and Lessee as to such subordination, including, but not limited to, those provisions, if any, contained in the Lease.

(Signature Page to Follow)

This Agreement has been executed on the day and year first above written.

"Lender"

Valley National Bank

By: 

Name: William O'Brien

Title: Sr Vice President

"Lessor"

LLJ Realty, LLC

By: 

Name: Louis D. March, Sr.

Title: Managing Member

"Lessee"

NEW YORK SMSA LIMITED PARTNERSHIP,  
a New York limited partnership d/b/a Verizon  
Wireless

By: CELLCO PARTNERSHIP, its General  
Partner

By: 

Name: David R. Heverling

Title: Area Vice President Network

31113

STATE OF New Jersey  
COUNTY OF Passaic

On Dec. 7, 2012, before me, Carol A. O'Leary, Notary Public,  
personally appeared WILLIAM OIB,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Carol A. O'Leary  
Notary Public  
CAROL A. O'LEARY  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 4/22/2014

(SEAL)

STATE OF New Jersey  
COUNTY OF Passaic

On 3/29/13, before me, Louis March Sr, Notary Public,  
Personally appeared Louis March Sr,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Louis March Sr  
Notary Public

TERESA REICH  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 26, 2015

STATE OF MASSACHUSETTS  
COUNTY OF WORCESTER

On 3-11-13, before me, Diane Gazzola, Notary Public,  
personally appeared DAVID R. HEVERLING, personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Diane Gazzola  
Notary Public

DIANE GAZZOLA (SEAL)  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
November 04, 2015

## EXHIBIT "A"

### DESCRIPTION OF LAND

The Property is described and/or depicted as follows:

#### Exhibit A Legal Description

All that certain tract, lot and parcel of land lying and being in the Township of Wayne, County of Passaic and State of New Jersey, being more particularly described as follows:

TRACT I: Beginning at a point in the center line of the road formerly known as the Paterson and Hamburg Turnpike distant 962 feet northwesterly measured along the center line of said road as now laid down from at right angle offset to a pipe set for a corner in the easterly boundary line of the property of the Greenbrook Farm Company where same adjoins the property now or formerly of Thomas DeGreen; thence

1. northwesterly 190 feet along the center line of said road; thence
2. at an angle of 90 degrees southwesterly along the property of the Greenbrook Farm Company 230 feet to a pipe set for a corner; thence
3. at an angle of 90 degrees and parallel to the center line of said road, still along the property of the Greenbrook Farm Company southeasterly 190 feet to a pipe set for a corner; thence
4. at an angle of 90 degrees still along the property of the Greenbrook Farm Company, northeasterly 230 feet to the point and place of beginning.

TRACT II: Beginning at a point in the center of the Pompton Turnpike formerly known as the Paterson & Hamburg Turnpike which point is the northwest corner of the property heretofore conveyed by deed dated April 27, 1925 by the Greenbrook Farm Company to Charles H. Scribner; thence

1. southwesterly along the westerly line of the property of Charles H. Scribner 230 feet to a pipe previously set for the southwest corner of the aforesaid property of Charles H. Scribner, thence
2. at right angles northwesterly along the property of the Greenbrook Farm Company 169 1/2 feet to a cedar tree in the fence line between the property of the Greenbrook Farm Company and the property of the Estate of Marcia P. Brackenridge, thence
3. at right angles northeasterly parallel to the westerly boundary of property of Charles H. Scribner and 169 1/2 feet therefrom 230 feet along the property of Greenbrook Farm Company to the center of the road formerly known as the Paterson & Hamburg Turnpike; thence
4. about at right angles southeasterly along said center of said road 169 1/2 feet to the point or place of beginning.

LESS AND EXCEPT the property conveyed to the County of Passaic in Deed dated May 10, 2002 and recorded July 23, 2002 in Deed Book D452, Page 58.

Also known as Lot 3 Block 2800

of Rent paid more than five (5) days after the due date thereof, to cover the extra expense involved in handling delinquent payments. The amount of the Late Charge to be paid by LESSEE shall be reassessed and added to LESSEE's obligations for each successive monthly period until paid.

b. LESSOR hereby agrees to provide to LESSEE not more than once each year with the following documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a letter from LESSOR's Certified Public Accountant providing any reasonably required IRS form relating to LESSEE's rental payments made pursuant to this Agreement; (iii) 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. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 24.

Within thirty (30) 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 Rental Documentation in the manner set forth in the preceding paragraph. Not more than once each year during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE.

6. 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.

7. EXTENSION RENTALS. LESSEE shall pay annual rental for each year of every extension term in an amount equal to one hundred and three (103%) percent of the annual rent for the immediately preceding year.

8. 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 be as set forth in Paragraph 7 hereof. The initial term and all extensions shall be collectively referred to herein as the "Term".

9. 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

2018/19 = \$ 3,014.11  
19/20 = \$ 3,104.54  
20/21 = \$ 3,197.67  
21/22 = \$ 3,293.60  
22/23 = \$ 3,392.41

RENT ROLL - 601 HAMBURG TPKE., WAYNE, NJ

Tenant	Yr	Lease Term	Gross RSF	Tenant %	Rent Rate PSF	Mthly. Fixed Rent	TOTAL Annual Fixed Rent	Total Gross Receipts Per Tenant
<b>VERIZON</b>								
<b>Initial Term</b>								
	1	12/01/13 - 11/30/14	Roof	N/A	N/A	2,600.00	31,200.00	31,200.00
	2	12/01/14 - 11/30/15	Roof	N/A	N/A	2,678.00	32,136.00	32,136.00
	3	12/01/15 - 11/30/16	Roof	N/A	N/A	2,758.34	33,100.08	33,100.08
	4	12/01/16 - 11/30/17	Roof	N/A	N/A	2,841.09	34,093.08	34,093.08
	5	12/01/17 - 11/30/18	Roof	N/A	N/A	2,926.32	35,115.87	35,115.87
		<b>TOTAL: VERIZON</b>						<b>\$ 165,645.04</b>
	*	<i>Note: 3% Annual Rent Increase per Lease</i>						
<b>1st Renewal</b>								
	6	12/01/18 - 11/30/19	Roof	N/A	N/A	3,014.11	\$ 36,169.32	\$ 36,169.32
	7	12/01/19 - 11/30/20	Roof	N/A	N/A	3,104.53	\$ 37,254.40	\$ 37,254.40
	8	12/01/20 - 11/30/21	Roof	N/A	N/A	3,197.67	\$ 38,372.03	\$ 38,372.03
	9	12/01/21 - 11/30/22	Roof	N/A	N/A	3,293.60	\$ 39,523.19	\$ 39,523.19
	10	12/01/22 - 11/30/23	Roof	N/A	N/A	3,392.41	\$ 40,708.89	\$ 40,708.89
		<b>TOTAL: VERIZON - 1st Renewal</b>						<b>\$ 192,027.83</b>
	*	<i>Note: 3% Annual Rent Increase per Lease</i>						

