

THIRD AMENDMENT TO TOWER LEASE AGREEMENT

This Third Amendment to Tower Lease Agreement, hereinafter referred to as the "Third Amendment", is made this _____ day of _____, 2017 (the "Effective Date") between the Township of Lower Merion, a municipal corporation of the Commonwealth of Pennsylvania with its principal offices located at 75 E. Lancaster Avenue, Ardmore, Pennsylvania 19003-2376, hereinafter referred to as "Lessor", and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "Lessee". At times, Lessor and Lessee may be referred to collectively as "the Parties".

WITNESETH

WHEREAS, Lessor entered into that certain Tower Lease Agreement dated October 8, 1993 ("Agreement") with Bell Atlantic Mobile Systems, Inc. ("BAM"), whereby BAM leased certain space on Lessor's tower located at 915 Youngsford Road, Gladwyne, Lower Merion Township, Montgomery County, Pennsylvania ("Property"), said Property described as Tax Parcel #40-69564-00-2, Block 9-E, Unit 84, together with space on the Property for the installation of an equipment building; and

WHEREAS, Cellco Partnership successor-in-interest to Bell Atlantic Mobile Systems, Inc. and as such is Lessee under the Agreement; and

WHEREAS, the Parties previously amended the Agreement pursuant to a certain Amendment to the Tower Lease Agreement dated January 23, 1996 (the "First Amendment") and a certain Second Amendment to Tower Lease Agreement dated October 25, 2001 (the "Second Amendment"); and

WHEREAS, Lessee desires to extend its tenancy at the Property, to add a backup generator and to make certain other changes to the Agreement, to all of which Lessor is amenable.

NOW, THEREFORE, in exchange for the promises hereinafter made and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Effective as of the Effective Date, section 4 of the Agreement, as previously amended by the Second Amendment, is hereby further amended by the addition of the following:

"In addition to the original four (4) five (5) year extension terms, this Agreement shall automatically be extended for four (4) additional five (5) year extension terms unless Lessee notifies Lessor of Lessee's intent not to renew the Agreement at least six (6) months prior to the expiration of the then-current extension term, the first such additional extension term to commence on October 1, 2018."

The Parties hereby acknowledge and agree that, pursuant to the aforementioned addition of extension terms, the start and end dates for each such extension term shall be:

- (i) October 1, 2018 through September 30, 2023;
- (ii) October 1, 2023 through September 30, 2028;
- (iii) October 1, 2028 through September 30, 2033; and
- (iv) October 1, 2033 through September 30, 3038.

2. Effective as of the Effective Date, the Parties hereby agree that, notwithstanding anything to the contrary in section 5 of the Agreement, as previously amended by the First Amendment and the Second Amendment, the annual rental during the fifth (5th) extension term commencing October 1, 2018 and for each subsequent extension term of the Agreement shall be equal to one hundred fifteen percent (115%) of the annual rental payable for the immediately preceding five (5) year extension term.

The Parties hereby acknowledge and agree that, pursuant to the foregoing, the annual rental for each of the additional extension terms contemplated hereunder shall be:

- (i) 10/1/18 – 9/30/23 - \$40,408.70/year
- (ii) 10/1/23 – 9/30/28 - \$46,470.01/year
- (iii) 10/1/28 – 9/30/33 - \$53,440.51/year
- (iv) 10/1/33 – 9/30/38 - \$61,456.58/year

3. The first paragraph of section 24 of the Agreement, as previously amended, is hereby replaced with the following:

“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):”

4. The Parties hereby stipulate that Exhibits A-1 and A-2 of the Agreement and Exhibit B of the Agreement, as same may have been previously amended or replaced, are hereby deleted in their entirety and are respectively replaced with Exhibit A (2017 Revision) and Exhibit B (2017 Revision) attached hereto and made a part hereof.~~The Parties acknowledge and agree that the Agreement, First Amendment and Second Amendment may have created certain ambiguity caused by: (i) the listing of an Exhibit A-1 and A-2 in the Agreement that depicted Lessee's ground space; and (ii) the inadvertent omission of Exhibit B from the Agreement and both amendments thereto making reference to an Exhibit B that was absent from the Agreement. As such, the Parties hereby stipulate that the Agreement is hereby amended such that: (i) references to Exhibits A-1 and A-2 in the Agreement are hereby deleted and Lessee's ground space is hereby identified as "Exhibit A"; and (ii) Exhibit B, as subsequently amended by the First Amendment and the Second Amendment, is hereby added to the Agreement. The Parties~~

~~stipulate that Replacement Exhibit B from the Second Amendment shall serve as the tower elevation exhibit for Exhibit B in the Agreement.~~

5. The Parties hereby agree that Lessee shall have the right to install a backup generator ("Generator") on the Property, as depicted in ~~"Replacement Exhibit A (2017 Revision)"~~ attached hereto and made a part hereof. Lessee's ground space is hereby deemed to include the 10' x 10' area depicted on ~~Replacement Exhibit A (2017 Revision)~~ (the "Generator Space") ~~and Exhibit A (as hereinbefore renamed) of the Agreement is hereby deleted in its entirety and is replaced with and superseded by said Replacement Exhibit A.~~

6. In consideration for the rental of additional space for the Generator, Lessee hereby agrees to increase its current rental and its future rental amounts in 2(i) by \$200 per month, the amounts in 2(ii) by \$230 per month, the amounts in 2(iii) by \$265 per month, and the amounts in 2(iv) by \$305 per month, the initial payment to be made on the first day of the month following the date when Lessee commences installation of the Generator, with payments to continue so long as the additional space is rented~~Notwithstanding anything in the Agreement, as previously amended, or in this Third Amendment Lessee hereby agrees to increase its current and future rental amounts in Section 2 (i), (ii), (iii), and (iv) above rental by \$200.00 per month in consideration of the aforementioned addition of the Generator Space, such increase to be effective on the first day of the month following the date when Lessee commences installation of the Generator.~~

5. Except as modified herein, all other terms and conditions of the Agreement, as previously amended by the First Amendment and the Second Amendment, are hereby ratified and shall remain in full force and effect. In the event of any conflict between the Agreement and/or the previous amendments and the provisions of this Third Amendment, the provisions herein shall prevail and shall supersede conflicting terms and conditions, if any.

IN WITNESS WHEREOF, Lessor and Lessee have set their hands and affixed their respective seals the date and year first written.

Lessor: Township of Lower Merion

Witness

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

Lessee: Celco Partnership d/b/a Verizon Wireless

Witness

By: _____
Randall J. Miller
Director Network Field Engineering
Date: _____

Site Name: PHI Z Gladwyne (NG #3787)
Atty/Date: Lozier, 2-2-17

Replacement Exhibit A (2017 Revision)

**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS**

2 VALLEY SQUARE, SUITE 300
812 EAST TOWNSHIP LANE ROAD
ELIZABETH, PENNSYLVANIA 15035



advantage engineers

ADVANTAGE ENGINEERS
1000 W. MARKET STREET, SUITE 100
PITTSBURGH, PENNSYLVANIA 15222
TEL: 724-781-1100

FORMERLY OF PENNSYLVANIA	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

**COMPOUND PLAN
& ELEVATION**

CLIENT: VERIZON WIRELESS

PROJECT: PH-Z (GLADWYNE) EC-3 CELL #131

DATE: 10/20/10

SCALE: AS SHOWN

DESIGNED BY: JAE

CHECKED BY: JAE

DATE: 10/20/10

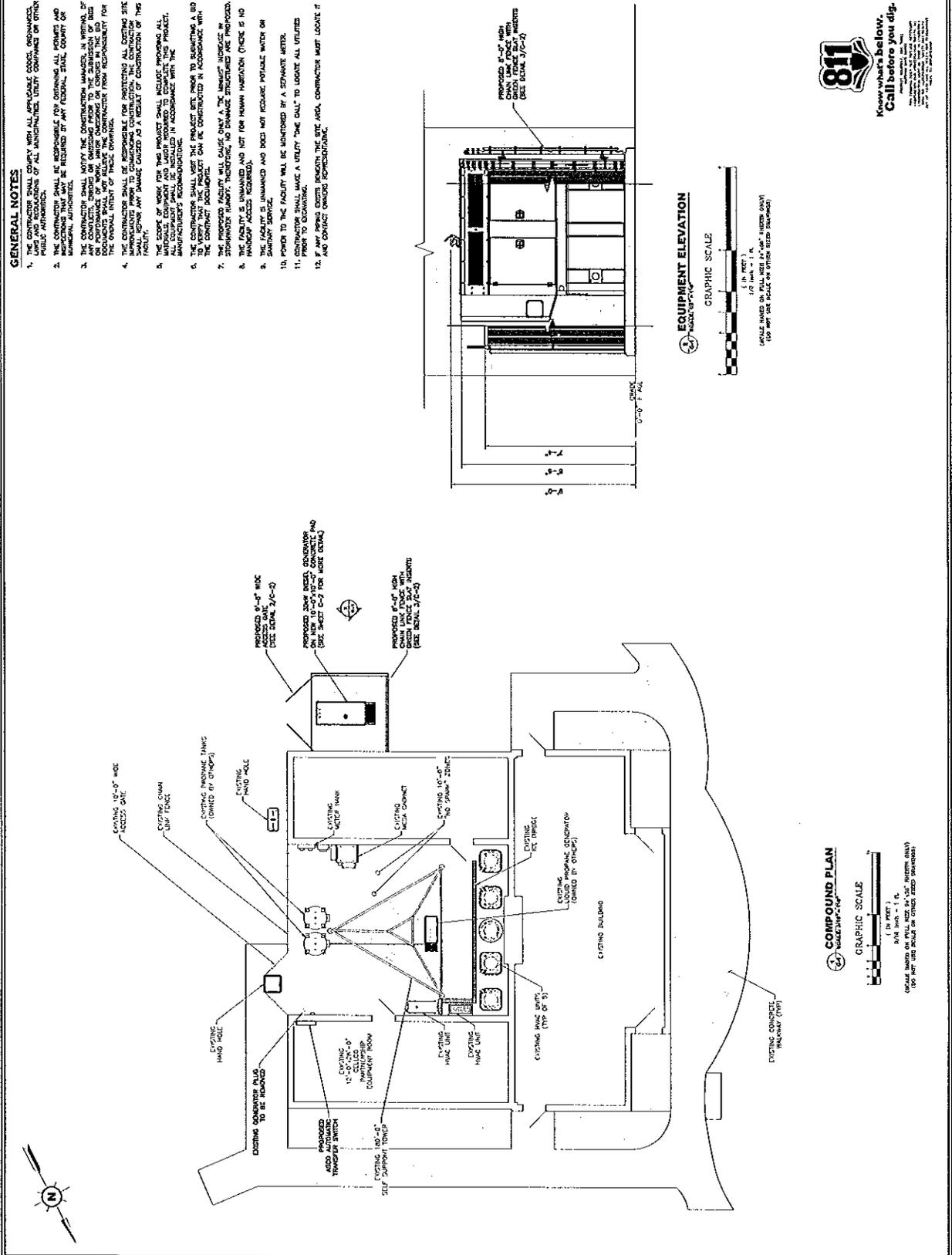
PROJECT TITLE: PH-Z (GLADWYNE) EC-3 CELL #131

PROJECT ADDRESS: 915 YOUNGS FORD ROAD, GLADWYNE, PENNSYLVANIA 19035

TOWNSHIP: LOWER MERION TOWNSHIP

C-1

SHEET NUMBER: 3 OF 9



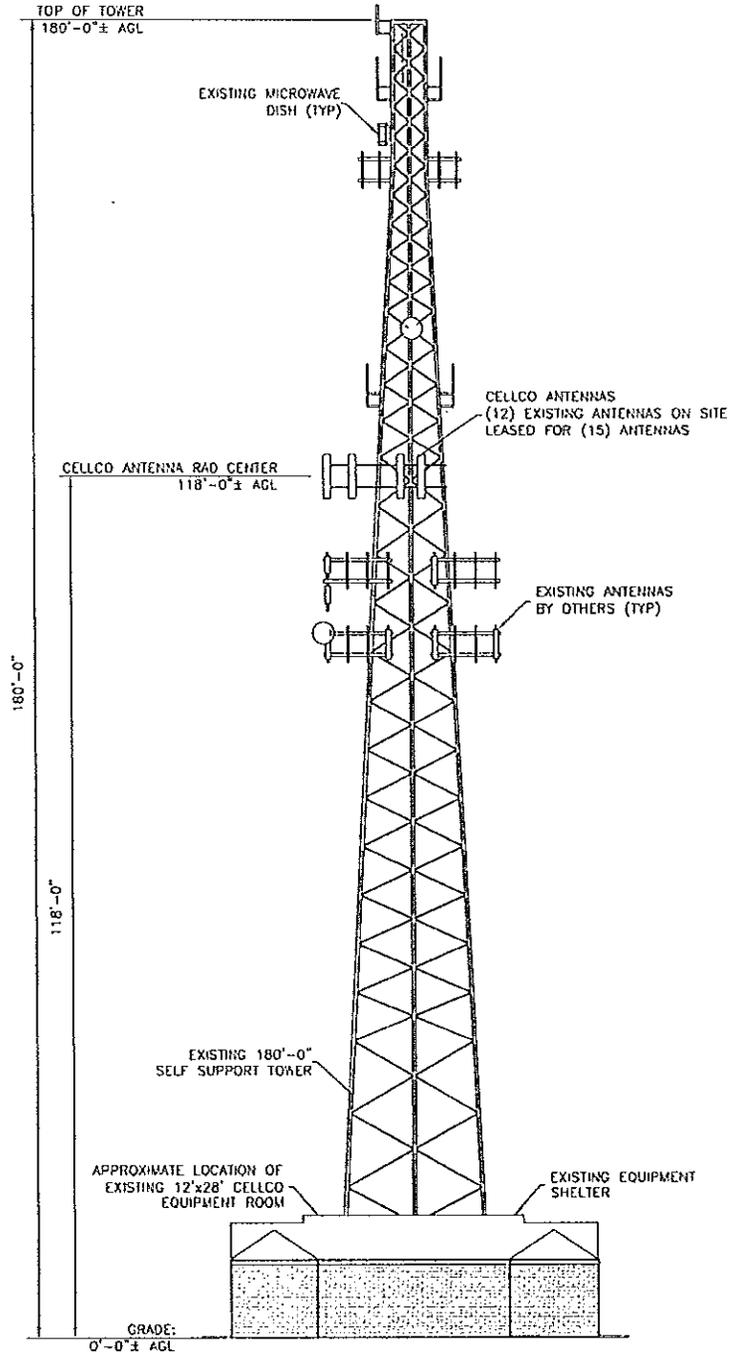
811

Know what's below.
Call before you dig.

811 is a national service that provides a central point of contact for utility companies. By calling 811, you can get information about the location and depth of underground utilities in your area. This helps prevent accidents, injuries, and property damage. Call 811 at least 48 hours before you dig.

Site Name: PHI Z Gladwyne (NG #3787)
Atty/Date: Lozier, 2-2-17

Exhibit B (2017 Revision)



1 TOWER ELEVATION
 (LE-2) SCALE: N.T.S.



advantage engineers
 434 B DEPENDENCE AVENUE, SUITE C
 MECHANICSBURG, PENNSYLVANIA 17055
 PHONE (717) 435-0500
 www.advantageengineers.com

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

2 VALLEY SQUARE / SUITE 300
 612 EAST TOWNSHIP LINE ROAD
 BLUE BELL, PENNSYLVANIA 19422

SUBMITTALS

PRELIMINARY	10-27-16
DRAFTER: PL	

GENERATOR ADDITION LEASE EXHIBIT

SITE NAME:
PHI-Z (GLADWYNE)
 ECP-5 CELL #138

915 YOUNGSFORD ROAD
 GLADWYNE, PENNSYLVANIA 19035

LE-2

SHEET: 2 OF 2