

FIRST AMENDMENT OF TOWER AND BUILDING LEASE AGREEMENT

THIS FIRST AMENDMENT OF TOWER AND BUILDING LEASE AGREEMENT (hereafter, "First Amendment"), is entered into this 5th day of April, 2005, by and between THE CITY OF NORTH ROYALTON, an Ohio municipal corporation ("Landlord"), whose mailing address is 14000 Bennett Road, North Royalton, Ohio 44133, and NEW PAR, a Delaware partnership, dba VERIZON WIRELESS, ("Tenant") whose mailing address is 180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate, successor in interest to NORTHERN OHIO CELLULAR TELEPHONE COMPANY. The Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Landlord and Tenant entered into a Tower and Building Lease Agreement, dated August 8, 1994 ("Agreement"), for Tenant to install transmission and receiving equipment on Landlord's Tower and to house Tenant's transmitting, receiving and related equipment in Landlord's Base Station, said Tower and Base Station located in the City of North Royalton, County of Cuyahoga, and State of Ohio; and

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

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

1. All terms defined in the Agreement shall have the same meaning in this First Amendment.

2. Exhibit B-1 of the Agreement, entitled TENANT'S FACILITY, is hereby deleted in its entirety and substituted in lieu thereof is new Exhibit B-1 as set forth on Exhibit "1" attached hereto and made a part hereof.

3. Any notice to Tenant shall be sent to the following address:

New Par, d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

4. In all other respects, except as amended herein, all other terms and conditions of the Agreement are and shall remain unaffected and in full force and effect.

5. In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall control.

6. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, and personal representatives.

7. This First Amendment shall be construed under the laws of the State of Ohio.

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

TENANT:

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

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

By: _____

Name: Howard H. Bower

Title: Midwest Area Vice President-
Network

ACKNOWLEDGMENT

STATE OF INDIANA,

COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 200___ by Howard H. Bower, the Midwest Area Vice President - Network of Verizon Wireless (VAW) LLC, the general partner of New Par, a Delaware partnership, d/b/a Verizon Wireless, on behalf of the limited liability company and partnership.

Signature

My commission expires:

Signed and acknowledged
in the presence of:

LANDLORD:

THE CITY OF NORTH ROYALTON,
an Ohio municipal corporation

Witness (as to both)
Print Name _____

By: _____

Its: _____

Witness (as to both)
Print Name _____

By: _____

Its: _____

STATE OF _____,
COUNTY OF _____, SS:

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____, this _____ day of _____, 200__.

NOTARY PUBLIC

(Seal)

My commission expires _____

TENANT'S FACILITY

<u>QTY.</u>	<u>DESCRIPTION</u>	<u>FREQUENCY</u>	<u>DIMENSION</u>
6	ALP-9212, also 7130.16	806-896 MHz	52 x 11.44 x 11.44 Inches
6	DUO1417-8686-60-i	1850-1990 MHz	48.4 x 14 x 9 Inches