

## COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT (“Lease Agreement”) dated as of \_\_\_\_\_, is made by and between MetroPCS Pennsylvania, LLC, a Delaware limited liability company (“Lessee”) and City of Bethlehem, a Public Entity (“Lessor”).

### R E C I T A L S

This Lease Agreement is entered into based upon the following facts, circumstances and understandings:

A. Lessor owns certain real property legally described in Exhibit “A” attached hereto and commonly known as 248 E. Garrison St. Bethlehem, PA, Assessor’s Parcel Number P6NE1B 29 1 (“Lessor’s Real Property”). Lessee desires to lease a portion of Lessor’s Real Property together with any necessary easements over other portions of Lessor’s Real Property and/or shared use of Lessor’s easements over other real property necessary for Lessee’s access and utilities to the leased area (altogether the “Premises”), as described on Exhibit “B” attached hereto. Lessor represents and warrants that it has the complete right and authority to grant the rights set forth herein and that Lessor has full rights of ingress to and egress from the Premises from a public roadway.

B. Lessee desires to construct and operate a wireless communications site at the Premises.

C. Based on the foregoing facts, circumstances and understandings set forth herein and on the terms and conditions set forth below, Lessor is willing to lease the Premises to Lessee for Lessee’s proposed use subject to the terms and conditions of this Lease Agreement.

**WHEREFORE, in consideration of the facts, circumstances and understandings set forth above and the terms and conditions set forth herein, the parties, intending to be legally bound, hereto agree as follows:**

1. **Grant of Lease.** Lessor hereby leases to Lessee the Premises for Lessee’s proposed use, subject to the following terms and conditions for the Term.

2. **Permitted Uses.** The Premises may be used by Lessee for the operation of a wireless communications site. Under this Lease 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 (collectively “Lessee’s Facilities”) as Lessee deems necessary for the operation of its wireless communications site at the Premises. Further, Lessee may perform construction, maintenance, repairs, additions to, and replacement of Lessee’s Facilities 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 Lessee's Facilities and as Lessee determines is required for Lessee's communications operations at the Premises.

3. **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.

4. **Term.** The term of this Lease Agreement ("Term") shall be five (5) years commencing on the date (a) Lessee begins construction of Lessee's Facilities on the Premises or (b) twelve (12) months from the last date of execution by a party to this Lease Agreement, as reflected on the signature page below, whichever occurs first ("Commencement Date"). Lessee shall promptly deliver written notice to Lessor of the Commencement Date. Lessee shall have the right to extend the Term of this Lease Agreement for four (4) additional terms (each a "Renewal Term") of five (5) years each. The terms and conditions for each Renewal Term shall be the same terms and conditions as in this Lease Agreement, except that the Rent shall be increased as set forth hereinbelow. This Lease Agreement shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease Agreement at least sixty (60) days prior to the expiration of the first Term or any Renewal Term.

5. **Rent.** Within thirty (30) days of the Commencement Date, Lessee shall pay Lessor, as rent, the sum of One Thousand Five hundred dollars and no cents (\$1,500.00) ("Rent") per month. Rent shall be payable on the first day of each month, in advance, to Lessor or Lessor's alternate payee specified in Section 22, Notices and Deliveries. If the Commencement Date of this Lease Agreement is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease Agreement, or if this Lease Agreement is terminated before the expiration of any month for which Rent should have been paid. Rent shall be adjusted as of the fifth (5<sup>th</sup>) anniversary of the Commencement Date of the Term and of any five (5) year Renewal Term by an increase of twenty percent (20%) of the Rent paid during the previous Term or five (5) year Renewal Term.

6. **Due Diligence Contingency and Pre-Commencement Date Access to Premises.** Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease Agreement and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soil tests where applicable) and any other reasonably necessary tests to determine the suitability of the Premises for Lessee's Facilities ("Due Diligence"), and for the purpose of preparing the Premises for the installation or construction of Lessee's Facilities. During any Due Diligence activities or pre-construction work, Lessee shall have insurance which covers such activities as set forth in Section 16, Insurance. Lessee will notify Lessor of any proposed tests, measurements or pre-construction work and will coordinate the scheduling of such activities with Lessor. If in the course of its Due Diligence Lessee determines that the

Premises are unsuitable for Lessee's contemplated use, and then Lessee shall have the right to terminate this Lease Agreement prior to the Commencement Date without any further liability or obligation to Lessor by delivery of written notice of termination to Lessor as set forth in Section 13, Termination.

7. **Ongoing Access to Premises.** Throughout the Term and any Renewal Term of this Lease Agreement, Lessee shall have the right of access without escort to the Premises for its employees and agents twenty-four (24) hours a day, seven (7) days per week, at no additional charge to Lessee. In exercising its right of access to the Premises herein, Lessee agrees to cooperate with any reasonable security procedures utilized by Lessor at Lessor's Real Property and further agrees not to unduly disturb or interfere with the business or other activities of Lessor or of other tenants or occupants of Lessor's Real Property. Lessor shall maintain all existing access roadways or driveways extending from the nearest public roadway to the Premises in a manner sufficient to allow for Lessee's access to the Premises. Lessor shall be responsible for maintaining and repairing such roadways and driveways at Lessor's sole expense, except for any damage caused by Lessee's use of such roadways or driveways. If Lessee causes any such damage, Lessee shall promptly repair the same at its sole expense. Except those constructed by Lessee, Lessor, not Lessee, shall be responsible for the maintenance and compliance with laws of all towers and structures located on the Premises, including compliance with Part 17 of the Federal Communications Commissions' ("FCC") rules.

8. **Lessee's Work, Maintenance and Repairs.** All of Lessee's construction and installation work at the Premises shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall submit copies of the site plan and specifications (the "Plans") 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. Lessee shall maintain Lessee's Facilities and the Premises in neat and safe condition in compliance with all applicable codes and governmental regulations. 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 good condition, less ordinary wear and tear and may, at Lessee's option remove Lessee's Facilities, provided however, in no event shall Lessee be required to remove any foundation supports for Lessee's Facilities or conduits which have been installed by Lessee.

9. **Title to Lessee's Facilities.** Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures. Lessee has the right to remove all Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease Agreement. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee's Facilities (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's Facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress

for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Utilities.** 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) Lessor's Real Property in order to service the Premises and Lessee's Facilities. Upon Lessee's request, Lessor shall execute recordable 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.

11. **Interference with Communications.** Lessee's Facilities and operations shall not interfere with the communications configurations, frequencies or operating equipment which exists on Lessor's Real Property on the effective date of this Lease Agreement ("Pre-existing Communications"), and Lessee's Facilities and operations shall comply with all non-interference rules of the FCC. Upon written notice from Lessor of apparent interference by Lessee with Pre-existing Communications, Lessee shall have the responsibility to promptly terminate such interference or demonstrate to Lessor with competent information that the apparent interference in fact is not caused by Lessee's Facilities or operations. Lessor shall not, nor shall Lessor permit any other tenant or occupant of any portion of Lessor's Real Property to, engage in any activities or operations which interfere with the communications operations of Lessee described in Section 2, above. Such interference with Lessee's communications operations shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right to bring a court action to enjoin such interference or to terminate this Lease Agreement immediately upon notice to Lessor. Lessor agrees to incorporate equivalent provisions regarding non-interference with Pre-existing Communications into any subsequent leases, licenses or rental agreements with other persons or entities for any portions of Lessor's Real Property.

12. **Taxes.** Lessee shall pay personal property taxes assessed against Lessee's Facilities, and Lessor shall pay when due all real property taxes and all other taxes, fees and assessments attributable to the Premises and this Lease Agreement.

13. **Termination.** This Lease Agreement may be terminated by Lessee, in its sole discretion, effective immediately without further liability by delivery of written notice thereof to Lessor prior to the Commencement Date for any reason resulting from Lessee's Due Diligence, or if a title report obtained by Lessee for Lessor's Real Property shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises for Lessee's intended use, or for any other or no reason. This Lease may be terminated without further liability on forty five (45) days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Lessee, in its sole discretion, if it does not obtain licenses, permits or other approvals necessary to the construction or operation of Lessee's Facilities ("Permits"), is unable to obtain such Permits without conditions which are not standard or typical for premises where wireless communications facilities are located or is unable to maintain such licenses, permits or approvals despite reasonable efforts to do so; (iii) by Lessee, in its sole discretion, if Lessee is unable to occupy or utilize

the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (iv) by Lessee, in its sole discretion, if Lessee determines that the Premises are not appropriate or suitable for its operations for economic, environmental or technological reasons, including, without limitation, signal strength or interference.

**14. Destruction of Premises.** If the Premises or Lessor's Property is destroyed or damaged so as in Lessee's judgment to hinder its effective use of Lessor's Property for the ongoing operation of a wireless communications site, Lessee may elect to terminate this Lease Agreement without further liability of Lessee as of the date of the damage or destruction by so notifying Lessor no more than thirty (30) days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease Agreement shall cease as of the date of the damage or destruction.

**15. Condemnation.** If a condemning authority takes all of Lessor's Real Property, or a portion which in Lessee's sole opinion is sufficient to render the Premises unsuitable for Lessee's ongoing operation of a wireless communications site, then this Lease Agreement shall terminate without further liability of Lessee as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

**16. Insurance.** Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence, (2) Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000.00) per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of One Million Dollars (\$1,000,000.00) per occurrence. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Property, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Property. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance, and each party shall require such insurance policies to contain a waiver of recovery against the other.

**17. Assignments or Transfers.** Lessor may assign or transfer this Lease Agreement to any person or entity without any requirement for prior approval by Lessee, provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the Lessor in said Lease Agreement, including the obligation to respect Lessee's rights to nondisturbance and quiet enjoyment of the Premises during the remainder of the Term and any Renewal Term hereof. Lessee may assign or transfer this Lease Agreement without prior approval by Lessor to any of Lessee's partners, shareholders, members, subsidiaries, or affiliates, to any entity in which Lessee or any of its affiliates holds an ownership interest, or to a person or entity acquiring by purchase, merger or operation of law a majority of the value of the assets of Lessee or to any entity whose business is the ownership of telecommunication towers. Lessee shall not assign or transfer this Lease Agreement to any other person or entity without the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed.

Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

**18. Subleases.** Lessee in its sole discretion shall have the right, with the written consent of Lessor, such consent shall not be unduly delayed, withheld or conditioned, to license or sublease all or a portion of the Premises and the Lessee's Facilities to others whose business includes the provision of wireless communication services. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Lessee's Facilities and to erect additional improvements on the Premises including but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Premises by said licensee(s) and sublessee(s). Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises and the right to install utilities on the Premises as if said licensee or sublessee were the Lessee under this Lease Agreement.

**19. Nondisturbance and 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 subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect Lessor's Real Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. In confirmation of such subordination, Lessee shall execute and deliver promptly any certificate of subordination that Lessor may reasonably request, provided that such certificate acknowledges that this Lease Agreement remains in full force and effect, recognizes Lessee's right to nondisturbance and quiet enjoyment of the Premises so long as Lessee is not in default under this Lease Agreement, only contains true and accurate statements and Lessee's liability shall be capped at the remaining rent under this Lease Agreement. If any mortgagee or lender succeeds to Lessor's interest in Lessor's Real Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Lessee shall attorn to and recognize such successor as Lessor under this Lease Agreement.

(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. Indemnifications.**

(a) **Lessee's Indemnity.** Lessee hereby agrees to indemnify and hold Lessor and Lessor'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 Lessee's use, operation, maintenance or repair of Lessee's Facilities at the Premises or access over Lessor's Real Property or Lessee's shared use of Lessor's easements for access to the Premises, except those resulting from the negligence or willful misconduct of Lessor or Lessor's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors.

(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, the use of Lessor's Real Property by other tenants or lessees of Lessor Lessor's shared use of easements for access to Lessor's Real Property, any violation of governmental regulations relating to the Premises and any towers used by Lessee (including the lighting or painting for aviation pathways), except those resulting from the negligence or willful misconduct of Lessee or Lessee's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors.

(c) **Special Damages.** Notwithstanding any other provision of this Lease Agreement, neither party shall be liable to the other for consequential damages, damages for lost profits, exemplary or punitive damages or other special damages, whether in tort, contract or equity.

(d) **Survival of Indemnity Provisions.** The indemnity provisions of this section shall survive the expiration, cancellation or expiration of this Lease Agreement for a period of one (1) year and any claims for indemnification under this Section 20 shall be brought within that period

21. **Hazardous Materials.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within the Lessor's Real Property in violation of any law or regulation. Lessor represents, warrants and agrees (1) 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, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose 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 costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which Lessor's Real Property is located 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 federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

22. **Notices and Deliveries.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax, or reliable overnight delivery service to the address of the respective parties set forth below:

Lessor: City of Bethlehem

10 East Church St.  
Bethlehem, PA 18017  
Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Federal Taxpayer ID Number: \_\_\_\_\_

Lessee: MetroPCS Pennsylvania, LLC  
510 Virginia Dr.  
Ft. Washington, PA 19034  
Attn: Lease Administration  
Telephone: 215-619-9300  
Facsimile: 215-619-9303

With a copy to: MetroPCS Pennsylvania, LLC  
2250 Lakeside Blvd.  
Richardson, TX 75082  
Attn: Property Manager  
Telephone: 214-265-2550  
Facsimile: 972-860-2607

Lessor or Lessee may from time to time designate any other address for notices or deliveries by written notice to the other party.

**23. Miscellaneous.**

(a) **Severability.** If any provision of the Lease Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to amend this Lease Agreement to retain the economic effect of the invalid or unenforceable provisions.

(b) **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease Agreement have full power and authority, to execute and deliver this Lease Agreement, and that this Lease Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Lease Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(c) **Waivers.** No provision of this Lease Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of

the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this Lease Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease Agreement.

(d) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State in which the Premises are located excluding principles of conflicts of law.

(e) **Attorneys' Fees and Costs.** The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and costs and court costs.

(f) **Survival.** Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive.

(g) **Memorandum of Lease Agreement.** Lessor acknowledges that a Memorandum of Lease Agreement substantially in the form annexed hereto as Exhibit C will be recorded by Lessee in the Official Records of the County where the Property is located.

(h) **Entire Agreement; Amendments.** This Lease Agreement constitutes the entire agreement and understanding between the parties regarding Lessee's lease of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease Agreement must be in writing and executed by duly authorized representatives of both parties.

(i) **No Presumptions Regarding Preparation of Lease Agreement.** The parties acknowledge and agree that each of the parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly it is the intention and agreement of the parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the parties or their counsel in connection with the preparation of this Lease Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Lease Agreement is effective as of the date first above written.**

**LESSOR:**

City of Bethlehem, a public entity

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

**MetroPCS Pennsylvania LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
(Signature)

Print Name: John C. Shelton

Title: VP/GM- Philadelphia

Date: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF LESSOR'S REAL PROPERTY**

to the Lease Agreement dated \_\_\_\_\_, 20\_\_, by and between City of Bethlehem, a public entity, as Lessor, and MetroPCS Pennsylvania, LLC, a Delaware limited liability company, as Lessee.

Lessor's Property of which Premises are a part is described as follows:

ALL THAT CERTAIN messuage, tenement or tract of land situate in the City of Bethlehem, County of Northampton and State of Pennsylvania, being twelve certain lots or pieces of ground and designated on the Map of Bethlehem published by William T. Roepper as lots numbers forty-one (41), forty-three (43), forty-five (45), forty-seven (47), forty-nine (49) and fifty-one (51) North Street and number forty-two (42), forty-four (44), forty-six (46), forty-eight (48), fifty (50) and fifty-two (52) Garrison Street, bounded south by North Street west by a twenty feet wide alley and on the east by lots numbered, thirty, thirty-two, thirty-four and thirtysix Linden Street and containing in front on North Street as also on Garrison Street two hundred and forty feet and extending of that width from the North side of North Street to the south side of Garrison Street two hundred and four feet.

and otherwise known as:  
248 E Garrison Street, Bethlehem, PA 18018  
APN: P6NE1B 29 1 0204E

## **EXHIBIT B**

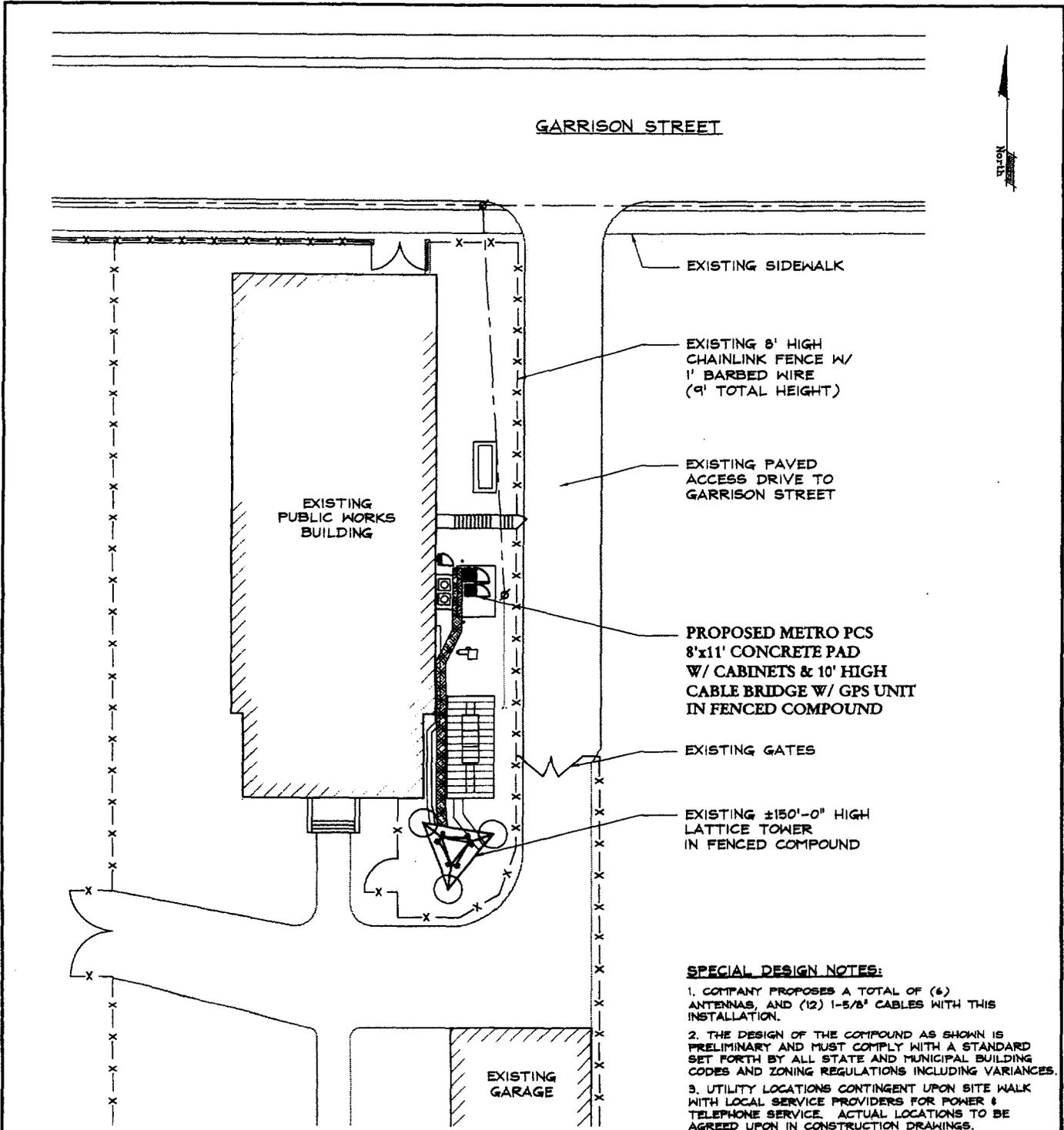
### **DESCRIPTION OF PREMISES**

to the Lease Agreement dated \_\_\_\_\_, 20\_\_, by and between City of Bethlehem, a public entity, as Lessor, and MetroPCS Pennsylvania LLC, a Delaware limited liability company, as Lessee.

The Premises consist of those specific areas described/shown below or attached where Lessee's communications antennae, equipment and cables occupy Lessor's Real Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Real Property.

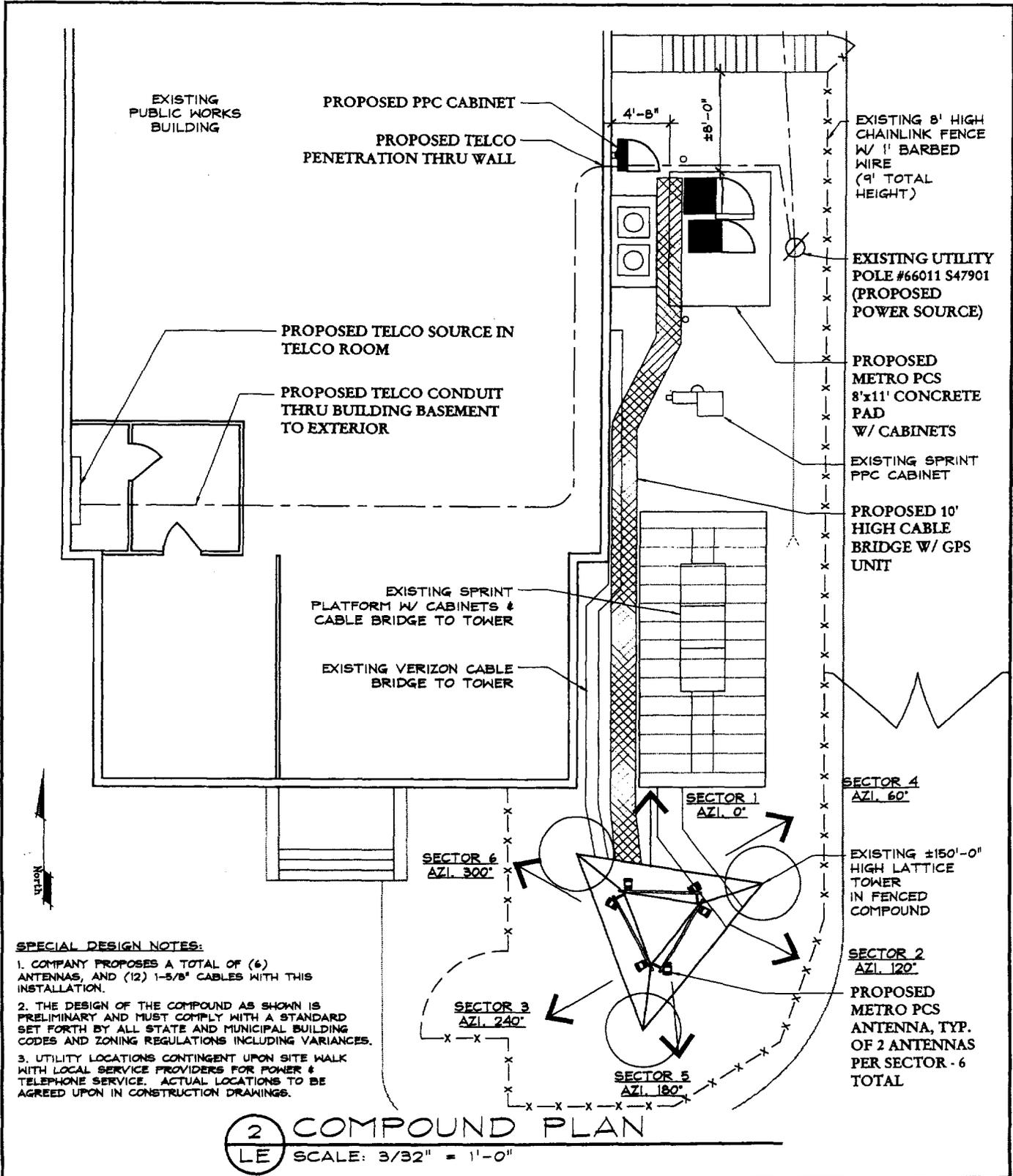
**SEE ATTACHED**

*(A final drawing or copy of a property survey or site plan depicting the above shall replace this Exhibit B when initialed by Lessor or Lessor's designated agent and may be modified from time to time when initialed by both Lessor and Lessee.)*



1 PARTIAL SITE PLAN  
 LE SCALE: 1" = 30'-0"

<p><b>metroPCS</b> Unlimit Yourself.</p> <p>MetroPCS Pennsylvania, LLC 510 Virginia Drive Fort Washington, PA 19034 Tel. (215) 619-9300 Fax (215) 619-9301</p>	<b>LEASE EXHIBIT</b>	<p>Drawing Revisions:</p> <ol style="list-style-type: none"> <li>1. 02.05.2010</li> <li>2. 02.10.2010</li> </ol>	<p><b>WOLSTENHOLME</b> Associates Architects &amp; Engineers 3359 Durham Road, Suite 700 Doylestown, PA 18902 phone: 215.701.3065 fax: 215.794.7094</p>
	<p>PH1306A Bethlehem Downtown 248 East Garrison Street Bethlehem, PA 18018</p>		
	<p>sheet #: 1 OF 3      sheet name: LE-1</p> <p>date: 02.10.10    drawn: KLS      reviewed: JPW</p>		



**SPECIAL DESIGN NOTES:**

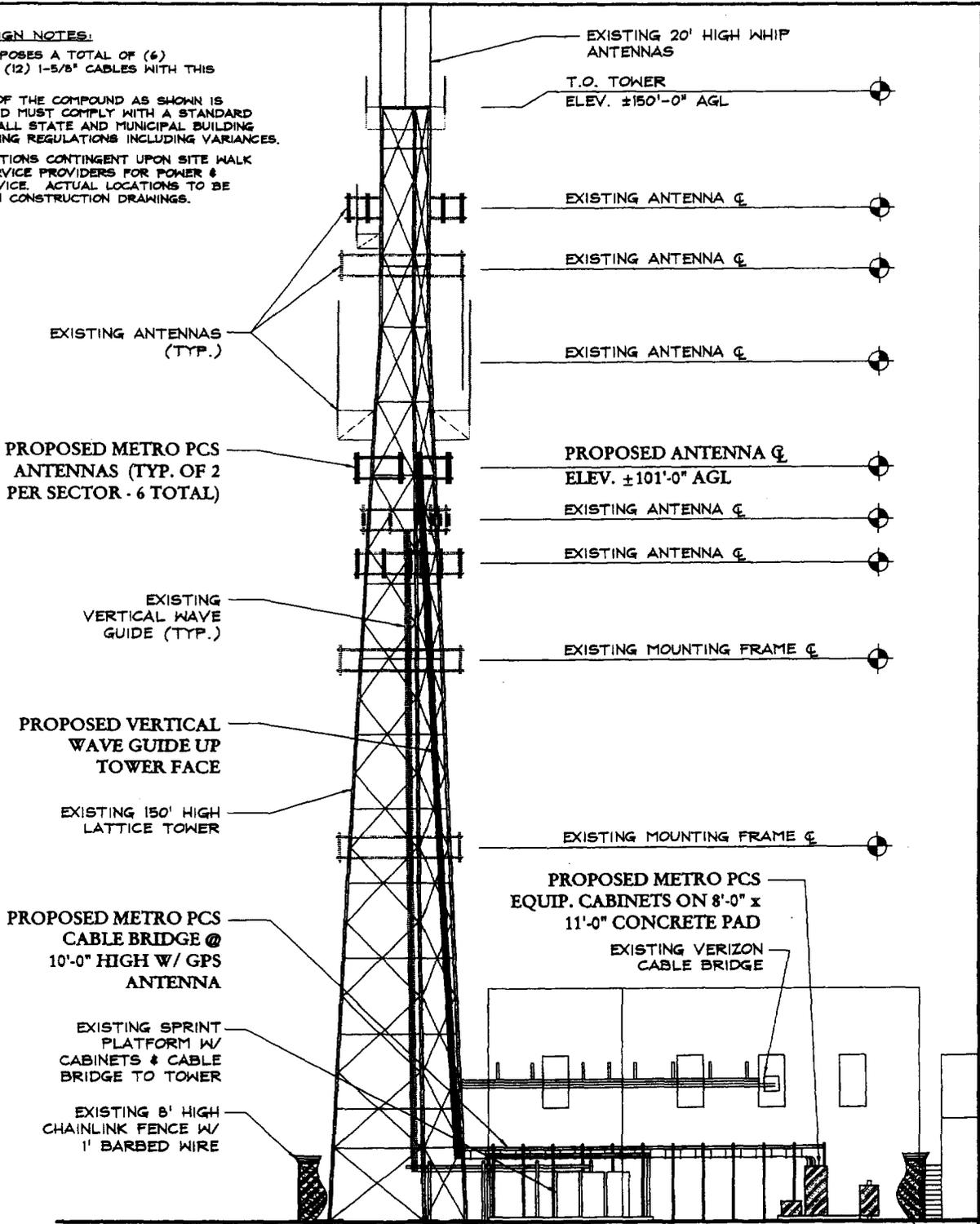
1. COMPANY PROPOSES A TOTAL OF (6) ANTENNAS, AND (12) 1-5/8" CABLES WITH THIS INSTALLATION.
2. THE DESIGN OF THE COMPOUND AS SHOWN IS PRELIMINARY AND MUST COMPLY WITH A STANDARD SET FORTH BY ALL STATE AND MUNICIPAL BUILDING CODES AND ZONING REGULATIONS INCLUDING VARIANCES.
3. UTILITY LOCATIONS CONTINGENT UPON SITE WALK WITH LOCAL SERVICE PROVIDERS FOR POWER & TELEPHONE SERVICE. ACTUAL LOCATIONS TO BE AGREED UPON IN CONSTRUCTION DRAWINGS.

**2** **COMPOUND PLAN**  
 LE SCALE: 3/32" = 1'-0"

<p><b>metroPCS</b>          Unlimit Yourself.          MetroPCS Pennsylvania, LLC          510 Virginia Drive          Fort Washington, PA 19034          Tel. (215) 619-9300          Fax (215) 619-9301</p>	<p><b>LEASE EXHIBIT</b></p>	<p>Drawing Revisions:          1. 02.05.2010          2. 02.10.2010</p>	<p><b>WOLSTENHOLME</b>          Associates          Architects &amp; Engineers          3359 Durham Road, Suite 700          Doylestown, PA 18902          phone: 215.701.3065          fax: 215.794.7094</p>
	<p>PH1306A          Bethlehem Downtown          248 East Garrison Street          Bethlehem, PA 18018</p>		
	<p>sheet #: 2 OF 3      sheet name: LE-2</p>		
	<p>date: 02.10.10    drawn: KLS      reviewed: JPW</p>		

**SPECIAL DESIGN NOTES:**

1. COMPANY PROPOSES A TOTAL OF (6) ANTENNAS, AND (12) 1-5/8" CABLES WITH THIS INSTALLATION.
2. THE DESIGN OF THE COMPOUND AS SHOWN IS PRELIMINARY AND MUST COMPLY WITH A STANDARD SET FORTH BY ALL STATE AND MUNICIPAL BUILDING CODES AND ZONING REGULATIONS INCLUDING VARIANCES.
3. UTILITY LOCATIONS CONTINGENT UPON SITE WALK WITH LOCAL SERVICE PROVIDERS FOR POWER & TELEPHONE SERVICE. ACTUAL LOCATIONS TO BE AGREED UPON IN CONSTRUCTION DRAWINGS.



**3 EAST ELEVATION**  
 LE SCALE: 1" = 20'-0"

<p><b>metroPCS</b>                  Unlimit Yourself.                  MetroPCS Pennsylvania, LLC                  510 Virginia Drive                  Fort Washington, PA 19034                  Tel. (215) 619-9300                  Fax (215) 619-9301</p>	<p><b>LEASE EXHIBIT</b></p>		<p>Drawing Revisions:                  1. 02.05.2010                  2. 02.10.2010</p>	<p><b>WOLSTENHOLME</b>                  Associates                  Architects &amp; Engineers                  3359 Durham Road, Suite 700                  Doylestown, PA 18902                  phone: 215.701.3065                  fax: 215.794.7094</p>
	<p>PH1306A                  Bethlehem Downtown                  248 East Garrison Street                  Bethlehem, PA 18018</p>			
	<p>sheet #: 3 OF 3</p>	<p>sheet name: LE-3</p>		
	<p>date: 02.10.10</p>	<p>drawn: KLS</p>		

EXHIBIT C

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to: MetroPCS Pennsylvania, LLC  
510 Virginia Drive  
Fort Washington, PA 19034  
Attn.: Property Manager

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between City of Bethlehem, with an office at 1516 Sycamore St. Bethlehem PA 18017 (hereinafter referred to as "Lessor"), and MetroPCS Pennsylvania LLC, a Delaware limited liability company, with an office at 510 Virginia Dr. Fort Washington, PA 19034 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ["Agreement"] on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on \_\_\_\_\_, or \_\_\_\_\_, whichever first occurs ("Commencement Date") and terminating on the \_\_\_\_\_ anniversary of the Commencement Date, with \_\_\_\_ (\_\_\_\_) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:

LESSEE:

\_\_\_\_\_

MetroPCS Pennsylvania LLC, a Delaware limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Exhibit Only*  
*Not for Signature*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 capacit(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.

\_\_\_\_\_  
Notary Public (SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 capacit(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.

\_\_\_\_\_  
Notary Public (SEAL)