



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Tad J. Miller, City Clerk

From: John F. Spirk, Jr., Esq., City Solicitor

Re: Communications Ground Lease Agreement
Lessee Name: Greenlight Networks PA, LLC
Location: 220 Square Feet of Space at 247 E. North Street, also known as
248 E. Garrison Street

Date: April 30, 2025

Attached is a proposed Resolution and associated Communications Ground Lease Agreement for Council's consideration.

Please place this matter on City Council's agenda for review and appropriate action.

John F. Spirk, Jr.

John F. Spirk, Jr., Esq., Solicitor

Cc: J. William Reynolds, Mayor
Michael Alkhal, Director of Public Works
Gregory Cryder, City Electrician

RESOLUTION NO. 2025-____

Authorization For Communications Ground Lease Agreement

BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor and the Controller and/or such other City officials as deemed appropriate by the City Solicitor, are hereby authorized to execute a Communications Ground Lease Agreement with Greenlight Networks PA, LLC, and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, for two hundred twenty (220) square feet of space at 247 E. North Street, also known as 248 E. Garrison Street, for the purpose of the installation and operation of communication equipment for internet service and other computing, communications, information, or data transmission services, according to the terms and conditions indicated therein and made a part hereof.

Sponsored by _____

ADOPTED by Council this _____ day of _____, 2025.

President of Council

ATTEST:

City Clerk

CITY OF BETHLEHEM
COMMUNICATIONS GROUND LEASE AGREEMENT

This Communications Ground Lease Agreement ("Agreement" or "Lease") is made on this _____ day of _____, 2025, by and between the CITY OF BETHLEHEM, doing business at 10 East Church Street, Bethlehem, Pennsylvania, 18018 (hereinafter referred to as "Lessor")

AND

GREENLIGHT NETWORKS PA, LLC, located at 1777 E. Henrietta Rd., Suite 120, Rochester, New York, 14623 (hereinafter referred to as "Lessee") is hereby effective in accordance with the following terms:

1. Demised Premises - The Lessor owns certain real property located at 247 E. North Street, also known as 248 E. Garrison Street in Bethlehem, Northampton County, Pennsylvania as more fully described on Exhibit A attached hereto and incorporated herein by reference hereinafter referred to as the "Property." Lessor hereby grants permission to Lessee to erect and maintain improvements, personal property and facilities necessary to operate Lessee's communications system, including, without limitation, radio transmitting and equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, and including, without limitation, additional other associated equipment as described in Exhibit B hereinafter referred to as the "Demised Premises." The cost of any such improvements shall be borne by Lessee. The Demised Premises consists of two hundred twenty (220) square feet and it is understood by the parties that Lessor shall not charge additional rent for Lessee's landscaping, as required by the City or Local Governmental Agency.

2. Utilities - Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the Property. Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service. Lessee shall install separate meters for utilities used on the Property by Lessee. In the event separate meters are not installed, Lessee shall pay the periodic charges for all utilities attributable to Lessee's use, at the rate charged by the servicing utility. All electrical work shall be coordinated and acceptable to the Electrical Bureau, Department of Public Works and approved by the City Electrical Inspector.

3. Interference - Lessee shall not use the Demised Premises in any way which interferes with the use of the Property by Lessor, or other lessees or licensees of Lessor with rights in the Property prior in time to Lessee's (subject to Lessee's rights under this Agreement, including, without limitation, non-interference). Similarly, Lessor shall not use, nor shall Lessor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease

promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice.

4. Ingress and Egress to Demised Premises - Lessee shall have a non-exclusive right of reasonable ingress and egress, seven days a week, on a 24-hour basis, by foot or motor vehicle, including trucks, to the Demised Premises for the purposes of maintenance, installation and repairs to the communication equipment. It is agreed, however, that only authorized engineers or employees of Lessee, or persons under Lessee's direct supervision, will be permitted to enter the Demised Premises.

5. Term - This Agreement shall commence on the earlier of (i) the date Lessee receives all necessary governmental, municipal, Federal Aviation Administration, and environmental approvals required for the erection of the Demised Premises, or (ii) _____ ("Commencement Date"), and shall continue for an initial term (the "Original Term") of five (5) years as defined below. Thereafter, this Agreement shall continue in force and effect upon the terms and conditions contained herein for four (4) renewal terms of five (5) years each. Lessor may terminate this agreement at the end of each term upon at least one hundred and eighty (180) days written notice and in the event Lessor terminates this Lease, Lessor shall pay to Lessee as a termination fee Lessee's unamortized costs of building the site, including but not limited to Architectural fees, Environmental fees, Construction costs, Engineering costs, Zoning costs, reasonable Legal fees and any fees Lessee is responsible to pay any subleases or relating to any licenses given by Lessee. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits or authorizations required for Lessee's use of the Demises Premises from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Permits"), including all land use and zoning permit applications, and Lessor agrees to cooperate with and to allow Lessee, at no cost to Lessor, to obtain a title report, zoning approvals and variances, land-use permits. Lessor expressly grants to Lessee a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Lessee to evaluate the suitability of the Property for the uses contemplated under this Agreement prior to the commencement of the Original Term, as well as after the commencement of the Original Term. Lessor agrees that it will not interfere with Lessee's efforts to secure other licenses and permits or authorizations that relate to other property.

6. Rent - (a) The Monthly Rent of the Original Term shall be in the amount of Four Hundred Dollars and No Cents (\$400.00) to be paid monthly. Rental payments shall begin within twenty (20) days following the Commencement Date and shall be prorated for the remainder of the month in which Commencement Date falls. Thereafter, Rent shall be due and payable in advance by the first day of each month. Rental payments shall be sent to Lessor at the address set forth in Paragraph 22. Such monthly installments shall be deemed late if not received by Lessor within ten (10) days of the first day of each month and shall bear interest at the rate of fifteen percent (15%) per annum thereafter until paid. Lessor shall notify Lessee in writing when the Lessee is (thirty) 30

days late in the payment of rent and should the Lessee not pay all monies due within ten (10) days of receipt of such notice, Lessor may declare this Agreement null-and-void and remove all Lessee's equipment in the Demised Premises fifteen (15) days later. Any such removal of Lessee's equipment hereunder shall be at Lessee's expense.

(b) The Monthly Rent during each five-year interval term shall be equal to the rent paid for the previous term, increased by fifteen percent (15%), and shall remain the same throughout each month of such renewal term.

7. Permitted Uses - Lessee shall use the Demised Premises for the purpose of installing and operating communication equipment for internet service and other computing, communications, information, or data transmission services. The installation and operation of these facilities shall be conducted in accordance with the standards imposed by the Federal Communications Commission, and any other local, state or federal body with authority over such transmission and operation. Lessee shall use the Demised Premises for no other purpose without the prior written consent of Lessor.

8. Necessity of Permits - It is understood and agreed that Lessee's ability to use the Demised Premises and its obligation to pay rent are contingent upon its obtaining, after the execution date of this Agreement, all certificates, permits, licenses and other approvals that may be required by any federal, state or local authorities, including without limitation the Federal Communication Commission and the Federal Aviation Administration, the Permits described in Section 5, to allow Lessee to use the Demised Premises for its intended purposes, as set forth herein. Lessor shall cooperate with Lessee, in its efforts to obtain any and all required permits, and shall take no action which would adversely affect the status of the Demised Premises with respect to the intended use thereof by Lessee for the term and any renewal term of this Agreement.

9. Termination - In the event that:

- (a) any of the Permits are not granted or issued, or are cancelled, or expire, lapse or are otherwise withdrawn or terminated; or
- (b) events cause the Demised Premises to be unsuitable to satisfy Lessee's coverage goals; or
- (c) Lessee determines that the Demised Premises is inappropriate or unnecessary for Lessee's operations for economic or technological reasons; or
- (d) the Demised Premises are destroyed or damaged so as in Lessee's reasonable judgment to substantially and adversely affect the effective use of the Demises Premises. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Lessee shall promptly remove its equipment pursuant to Section 10. If Lessee elects to continue this Agreement, then all rent shall abate until the

Demised Premises are restored to the condition existing immediately prior to such damage or destruction; or

- (e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Demised Premises unsuitable for Lessee's use. Lessor and Lessee shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation; then

Lessee shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Lessor, during which period Lessee will continue to pay rent at the then-current rate. Upon such termination this Agreement shall become null and void and the parties shall have no further obligations to each other under the terms of this Agreement. In the event of such termination by Lessee, any prepaid rent shall be retained by Lessor. Lessee shall have the right to terminate this Agreement at any time for any other reason, by giving Lessor ninety (90) days notice in writing.

10. Removal of Lessee's Improvements Upon Termination – Lessor covenants and agrees that no part of the improvements constructed, erected or placed by Lessee on the Demised Premises shall become, or be considered as being affixed to or a part of, the Demised Premises, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Lessor that the equipment shelters and/or cabinets, utility meter housings, utility conduits, and cabling shall be and remain the property of Lessee during the term and any renewal term of this Agreement. Explicitly excluded from these improvements shall be City's communication equipment, including but not limited to its antenna, conduit and outdoor ground equipment cabinets. Upon termination of this Agreement, Lessor shall, within sixty (60) days of the date of termination of this Agreement, determine whether it would like to retain any improvements constructed, erected or placed on the Demised Premises by Lessee and shall communicate this to Lessee by written notice. If Lessee agrees to allow Lessor to retain such improvements in writing, then Lessor shall pay Lessee One Dollar (\$1.00) for the cost of said improvements. If however, it is determined that Lessee shall remove said improvements, then Lessee shall upon termination of this Agreement, within 180 days, remove such improvements, including without limitation the communications equipment from the Demised Premises. The Demised Premises shall be returned to a condition that reasonably matches its original condition, reasonable wear and tear accepted. Lessee shall compensate Lessor on a pro rata basis for each day said improvements remain on the Demised Premises after termination of this Agreement, at the monthly rate at the time of termination, until such time as removal of the improvements is completed.

11. [Reserved.]

12. Interference With Intended Use - During the term of this Agreement, and any renewals hereof, Lessor will not enter into a similar lease with any other party if such grant would

materially affect or interfere with Lessee's intended use of the Demised Premises. In the event of any material interference, Lessor shall take all steps necessary to immediately correct and eliminate the interference. During the Term of this Agreement, Lessor will not cause any material interference with the existing use of the Demised Premises by Lessee. In the event of any material interference, Lessor shall take all steps necessary to immediately correct and eliminate the interference.

During the Term of this Agreement, and any renewals hereof, Lessee will not alter its equipment in any way, which will cause any material interference with the use of Lessor's existing facilities. In the event of any material interference, Lessee shall take all necessary steps to immediately correct and eliminate the interference.

13. Indemnification – (a) Except in the case of Lessor's negligence or willful misconduct, Lessee agrees to indemnify and save Lessor harmless from and against any and all third party claims or judgments, including reasonable attorneys' fees resulting from injury to person or loss or damage to property resulting from or arising out of any negligent act or omission of Lessee, Lessee's agents, employees, invitees, or guests during the term of this Agreement. Except in the case of Lessee's negligence or willful misconduct, Lessor shall defend and indemnify Lessee against and hold Lessee harmless from all third party claims and judgments, including reasonable attorneys' fees, resulting from injury to person or loss or damage to property, including all costs of defense, from or connected with the negligence or willful omission of Landlord, its agents or employees. All indemnity obligations under this Section 13 shall survive the expiration or termination of this Lease.

(b) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 13 shall survive the expiration or termination of this Lease.

(c) Lessee shall not be responsible to Lessor, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

(d) Mutual Release and Waiver of Subrogation: Lessor and Lessee each waives its right of recovery against the other on account of any and all first party property claims Lessor or Lessee may have against the other.

14. Environmental Laws. Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessor and Lessee shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Lessee, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited

to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Lessor agrees to defend, indemnify and hold Lessee harmless from Claims resulting from Actions on the Property caused by Lessor prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Insurance - Lessee covenants and agrees that before the commencement of the Agreement herein provided for, that Lessee is protected by, at minimum, the following types of insurance issued by insurance carriers having an A.M. Best rating of B+ or better:

- (a) Workmen's Compensation Insurance with statutory limits of liability;
- (b) Employer's Liability Insurance;
- (c) Commercial General Liability Insurance, including contractual liability with limits of liability of \$1,000,000 combined single limit;
- (d) Automobile Liability Insurance with limits of liability of \$1,000,000 combined single limit;
- (e) Property insurance covering Lessee's property.

City of Bethlehem shall be named as an additional insured on Lessee's Commercial General Liability insurance contracts in effect during the lifetime of this Agreement, and none of such insurance contracts may be cancelled or altered to the extent it may alter Lessor's rights under the insurance coverage or altered except after thirty (30) days written notice by the insurer to Lessor. Duly authenticated Certificates of Insurance evidencing the required insurance coverage shall be provided to and approved by the City Solicitor prior to the commencement of the Agreement.

16. Default of Lessee - If Lessee defaults in the payment of the rent herein agreed to be paid Lessor may terminate this Agreement with thirty (30) days written notice to Lessee if Lessee fails to cure a default for payment of amounts due under this Agreement within such thirty (30) day period. If default is made in the performance of other covenant or agreement of Lessee herein contained and such default is not cured within thirty (30) days after receipt of written notice by Lessee of such default from Lessor, Lessor may terminate this Agreement upon thirty (30) days' written notice; provided, however, where any such default cannot reasonably be cured within thirty (30) days, Lessor may not terminate this Agreement if Lessee commences to cure such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

17. Fire or Other Unavoidable Casualty - In the event the Demised Premises or any part thereof shall at any time during the term of this Agreement or any renewal thereof be destroyed by fire or other casualty so as to be unfit for Lessee's occupancy and intended use hereunder and the Demised Premises cannot be restored or rebuilt by Lessee within 120 days, this Agreement shall, at

the option of Lessee or Lessor, terminate and rent shall be abated for the unexpired portion of this Agreement, effective as of the date of such casualty. If the Demised Premises can be restored or rebuilt within 120 days, Lessee shall, with due diligence, restore or rebuild the Demised Premises and the rent payable hereunder during the period in which the Demised Premises are untenable shall be adjusted equitably.

18. Sale of Demised Premises - Should Lessor, at any time during the term of this Agreement, sell all or any part of the Demised Premises, such sale shall be under and subject to this Agreement and Lessee's rights hereunder.

19. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Lessee's facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee and Secured Parties the right to remove all or any portion of the same from time to time, so long as the Lessee or Secured Party is not in default under this Lease. If the Lessee or Secured Party is in default under this Lease, it shall not remove Lessee's facilities without Lessor's consent, of which consent shall not be unreasonably withheld.

20. Remedies Cumulative - No remedy herein conferred upon or reserved to Lessor or to Lessee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute.

21. Assignment - Lessee shall have the right to assign or otherwise transfer this Agreement and right of ingress and egress to any person or business entity which is a parent, subsidiary or affiliate of Lessee, is merged or consolidated with Lessee or purchases more than fifty percent (50%) of either an ownership interest in Lessee or the assets of Lessee. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Agreement and all obligations hereunder. Lessee may sublease the Premises, upon written notice to and written consent of Lessor, which consent will not be unreasonably withheld. Lessee may otherwise assign this Agreement upon written approval of Lessor, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

Additionally, Lessee may, upon notice to and consent from Lessor, mortgage or grant a security interest in this Agreement and the Demised Premises, and may assign this Agreement and the Demised Premises to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Agreement. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee or to remove any property of Lessee or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice. All such notices to Mortgagees shall be sent

to Mortgagees at the address specified by Lessee. Failure by Lessor to give Mortgagees such notice shall not diminish Lessor's rights against Lessee, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Lessee or Mortgagees located on the Premises as provided in this Agreement. In no uncertain terms shall Lessor be responsible for a mortgage or grant in a security interest entered into by Lessee for the Demised Premises.

22. Notices - Any written notice provided for herein shall be given in writing and shall be deemed validly given if delivered by personal delivery, overnight air carrier service, or certified or registered United States mail, postage prepaid, return receipt requested, addressed as follows:

Lessor:	Name:	City of Bethlehem
	Attention:	Director of Public Works
	Address:	10 East Church Street Bethlehem, PA 18018
Lessee:	Name:	Greenlight Networks PA, LLC
	Attention:	Chief Operating Officer
	Address:	1777 E. Henrietta Rd., Suite 120 Rochester, NY 14623
w/ copy to:	Name:	Greenlight Networks PA, LLC
	Attention:	General Counsel
	Address:	150 Lawrence Bell Dr., Suite 100 Buffalo, NY 14221

Notice shall be deemed effective upon receipt. The person to whom and the place to which notices are to be delivered may be changed from time to time by either party by written notice given to the other party.

23. Governing Law - This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the Commonwealth of Pennsylvania. The exclusive venue for all actions shall be Northampton County, Pennsylvania, only.

24. Arbitration - For all claims, disputes and actions, City may, at its sole option, either demand and require that the same be litigated in the Court of Common Pleas of Northampton County, or demand and require non-binding mediation under the auspices of and in accordance with the then applicable mediation rules and guidelines of the American Arbitration Association, and/or arbitration in front of a three (3) member arbitration panel under the then applicable Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration panel may be entered in the Court of Common Pleas of Northampton County, Pennsylvania. Election by the City of mediation and/or arbitration shall operate as an automatic stay of any litigation filed by the Consultant. The costs of any mediation and/or arbitration shall be borne equally by the parties.

25. Attorneys' Fees - If Lessor or Lessee files a suit against the other which is in any way connected with this Agreement, the unsuccessful party shall pay to the prevailing party its reasonable attorneys' fees incurred in connection with such, which sum shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

26. Entire Agreement; Amendment - This Agreement contains the entire agreement between the parties hereto and 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 by a writing signed by Lessor and Lessee.

27. Headings - Paragraph headings of this Agreement are inserted only for reference and in no way define, limit, or describe the scope or intent of this Agreement nor affect its terms or provisions.

28. Successors and Assigns - This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

29. Quiet Title - Lessor covenants and agrees that Lessee, upon paying the rent and performance of its covenants herein provided, shall peaceably and quietly have, hold, and enjoy the Demised Premises.

30. Authority to Enter into Agreement - Lessor covenants that Lessor is seized of good and sufficient title and interest to the Demised Premises and has full authority to enter into and execute this Agreement.

31. Subordination and Non-Disturbance - This Agreement is subordinate to any mortgage on deed of trust now of record against the site. Lessee agrees to execute subordination agreements as may reasonably be requested by Lessor; provided that Lessee's duty to subordinate shall be conditioned upon the execution of a non-disturbance agreement by the mortgagee or deed of trust beneficiary.

32. Miscellaneous - If requested by Lessee, Lessor agrees promptly to execute and deliver to Lessee a recordable memorandum of this Agreement in the form of Exhibit C.

33. Changes in Law. In the event that there is a material change in Federal law which would materially affect the operation of Lessee's Demised Premises, either Lessor or Lessee may seek to renegotiate the pertinent terms of the Agreement relating to such change in law or at its election to terminate upon one hundred eighty (180) days notice to the other party.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

ATTEST:

LESSEE:
GREENLIGHT NETWORKS PA, LLC

Secretary

By: _____ (Seal)

Name:

Title:

ATTEST:

LESSOR:
CITY OF BETHLEHEM

City Controller

By: _____ (Seal)

J. William Reynolds

Mayor

I certify that the within Lease Agreement is needed, necessary and appropriate.

By: _____

City of Bethlehem Department Head

Print Name: Michael Alkhal

EXHIBIT A
Legal Description

The Property is legally described as follows:

247 E. North Street (also known as 248 E. Garrison Street)
Northampton County Tax Parcel Number P6NE1B-29-1

See attached Deed

It is noted that the subject tax parcel includes both public park property (Friendship Park) and City of Bethlehem Electrical Bureau facilities with an associated communication tower and building. It is the City's intent to subdivide this property into two tracts, one for Friendship Park and one for the Electrical Bureau facilities. This Communications Ground Lease Agreement will remain with the Electrical Bureau facilities tract. Following the subdivision, the City will execute and record appropriate deeds for each tract and, if requested by Lessee, execute and record a new memorandum of lease substantially similar in form to Exhibit C to this Communications Ground Lease Agreement.

EXHIBIT A Attachment – Deed Page 1

No. 14—PA. DEED—From a Corporation
WM. G. SCHLACHTER, Printing, 540 Hamilton St., Allentown, Pa. 18101

This Indenture,

Made the 11th day of August
in the year of our Lord one thousand nine hundred and ninety-four (1994).

Between BETHLEHEM AUTHORITY, a municipal water authority,
with offices located at 10 East Church Street, Bethlehem, Northamp-
ton County, Pennsylvania, GRANTOR, Party of the First Part,

A N D

CITY OF BETHLEHEM, a municipal corporation of the
third class, domiciled by law in the County of Northampton and
Commonwealth of Pennsylvania, GRANTEE, Party

Witnesseth, that the said party of the first part, for and in consideration of the sum
of ONE DOLLAR AND NO CENTS----- (\$ 1.00-----) Dollars

unto it well and truly paid by the said party of the second part, at or before the sealing and
delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained,
sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant,
bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second
part, its heirs and assigns, forever:

All

SEE ATTACHED EXHIBIT "A"



RECORDERS OFFICE
NORTHAMPTON COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER

1994037595

RECORDED ON

AUG 30, 1994

1:37:19 PM

STATE WRIT TAX \$ 0.50

RECORDING FEES \$ 13.00

TOTAL \$ 13.50

VOL: 1994-6

068848

EXHIBIT A Attachment – Deed Page 2

EXHIBIT "A"

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 thirty-six 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.

TOGETHER also, with all and singular the improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining and also all the estate, right, title, interest, property claim and demand whatsoever of Bethlehem Water Company in law or equity, of, in and to the same as well as all of the corporate rights, privileges, franchises and powers derived from or granted under the Act of Assembly approved February 24, 1845 to incorporate the Bethlehem Water Company and also all the water pipe machinery and apparatus of whatsoever nature or kind connected therewith or owned by the same Bethlehem Water Company.

BEING PART OF THE SAME PREMISES WHICH the City of Bethlehem, a municipal corporation, by Deed dated December 15, 1938 and recorded in the Office for the Recorder of Deeds in and for the County of Northampton in Deed Book Volume A69, Page 668, granted and conveyed unto Bethlehem Municipal Water Authority. The name of the Bethlehem Municipal Water Authority was changed to the Bethlehem Authority by Certificate of Amendment from the Department of State, granted on August 23, 1949, and recorded in the Recorder of Deeds Office of Northampton County in Miscellaneous Book Volume 110, Page 273.

BEING KNOWN AS NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER:

MAP: P6N616 BLOCK: 29 LOT: 1

VOL: 1994-6

068849

EXHIBIT A Attachment - Deed Page 3

Together with all and singular the tracts of land improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said party of the first part, its successors and assigns, in law, equity or otherwise, howsoever, of, in and to the same, and every part thereof.

To have and to hold the said tracts of land hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its heirs and assigns, to and for the only proper use and behoof of the said party of the second part, its heirs and assigns, forever

And the said party of the first part, for itself and its successors, does by these presents covenant, grant and agree to and with the said party of the second part, its heirs and assigns, that it, the said party of the first part, and its successors, all and singular the hereditaments and premises herein above described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its heirs and assigns, against it, the said party of the first part and its successors, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same, or any part thereof, by, from or under him, her, them or any of them,

SPECIALLY
shall and will Warrant and forever Defend

The Bethlehem Authority, the said party of the first part, doth hereby constitute and appoint Thomas M. Malone, Chairman, to be its attorney, for it and in its name, and as and for its corporate act and deed, to acknowledge this Indenture before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.
This Deed is made under and by virtue of a resolution of the Board of Directors of the party of the first part, duly passed at a meeting thereof duly and legally held on the 11th day of August 19 94.

In Witness Whereof, the Bethlehem Authority, the said party of the first part, has caused these presents to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed, duly attested by its Secretary or an Assistant Secretary, the day and year first above written.

ATTEST: BETHLEHEM AUTHORITY

Ronald J. Donchez
Ronald J. Donchez
Secretary

By: Thomas M. Malone
Thomas M. Malone,
Chairman

Commonwealth of Pennsylvania } ss.:
County of NORTHAMPTON

I HEREBY CERTIFY that on this 11th day of August A.D. 19 94, before me, the subscriber, a Notary Public in and for said Commonwealth and County, personally appeared Thomas M. Malone, Chairman, the attorney named in the foregoing Indenture, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said INDENTURE to be the act and deed of the said the Bethlehem Authority that the same may be duly recorded. to the intent

Notarial Seal
Nancy A. Brong, Notary Public
Bethlehem, Northampton County
My Commission Expires Jan. 7, 1996

Witness my hand and notarial seal the day and date above written

Notary Seal
Nancy A. Brong, Notary Public
Bethlehem, Northampton County
My Commission Expires Jan. 7, 1996
Member, Pennsylvania Association of Notaries

Nancy A. Brong
MY COMMISSION EXPIRES 1/7/96

I Herby Certify that the precise address of the grantee herein is
10 East Church Street, Bethlehem, PA 18018-6025

VOL: 1994-6

Paul H. Henry
100- City 968850

EXHIBIT B

**The location of the Premises within the Property (together with access and utilities)
is more particularly described and depicted on the below drawing:**

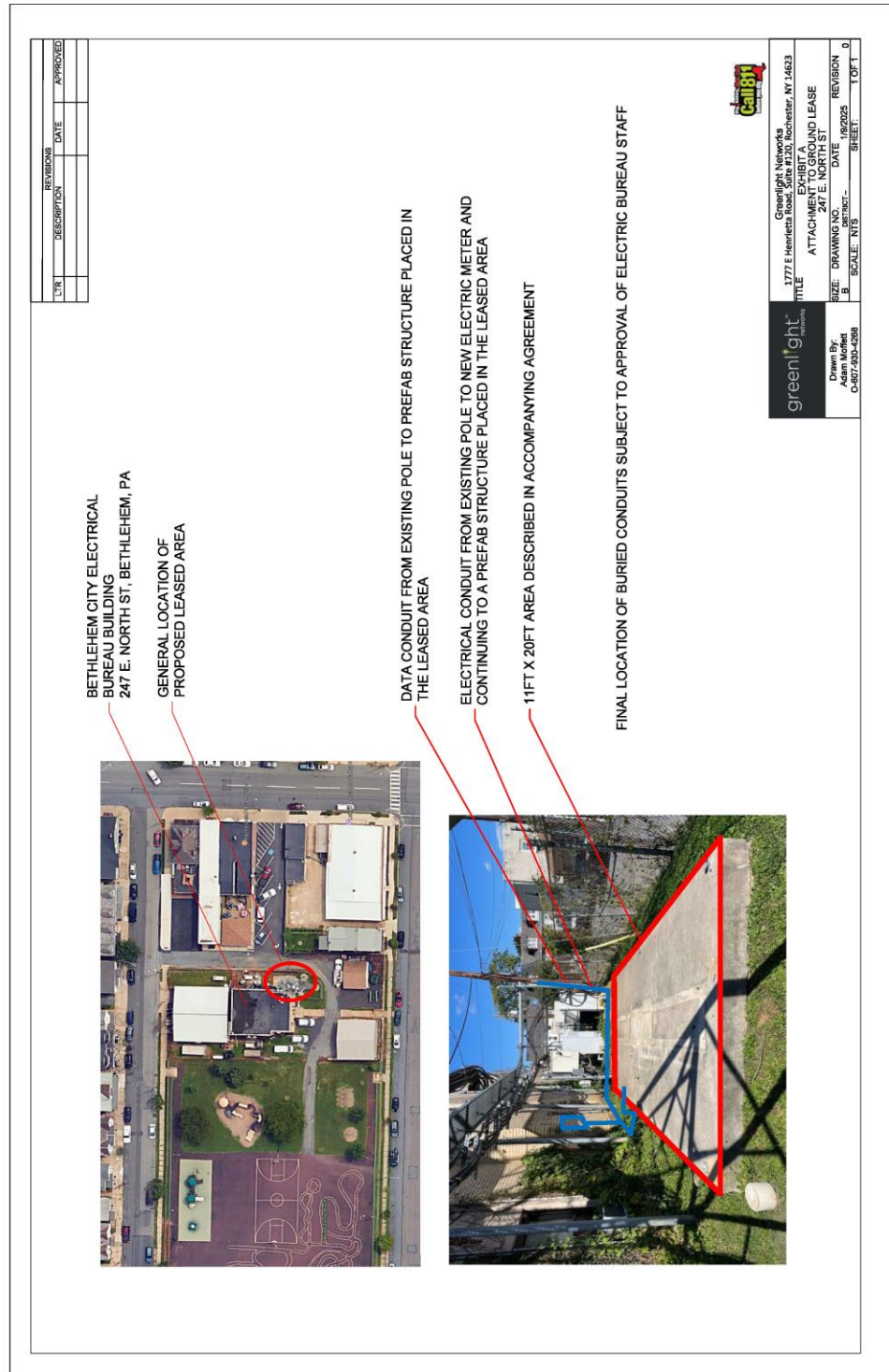


EXHIBIT C

Memorandum of Lease

Assessor's Parcel Number: P6NE1B-29-1

Between the City of Bethlehem ("Lessor") and Greenlight Networks PA, LLC ("Lessee")

A Communications Ground Lease Agreement (the "Agreement") by and between the City of Bethlehem, a Pennsylvania municipal corporation and city of the third class ("Lessor") and Greenlight Networks PA, LLC, a Delaware limited liability company ("Lessee") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Agreement is for a term of five (5) years and will commence on the earlier of (i) the date Lessee receives all necessary governmental, municipal, Federal Aviation Administration, and environmental approvals required for the erection of the Demised Premises, or (ii) _____. Lessee shall have the right to extend this Agreement for four (4) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LESSOR: CITY OF BETHLEHEM

By: _____
Printed Name: J. William Reynolds
Its: Mayor
Date: _____

Attest: _____
Printed Name: George Yasso
Its: Controller
Date: _____

LESSEE: GREENLIGHT NETWORKS PA, LLC

By: _____
Printed Name: _____
Its: _____
Date: _____

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF NORTHAMPTON)

This instrument was acknowledged before me on the ____ day of _____, 20__ by J. William Reynolds, Mayor of the CITY OF BETHLEHEM, a Pennsylvania municipal corporation and city of the third class, on behalf of said City of Bethlehem.

Dated: _____

Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of GREENLIGHT NETWORKS PA, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

Memorandum of Lease EXHIBIT A
Legal Description

The Property is legally described as follows:

247 E. North Street (also known as 248 E. Garrison Street)
Northampton County Tax Parcel Number P6NE1B-29-1

See attached Deed

It is noted that the subject tax parcel includes both public park property (Friendship Park) and City of Bethlehem Electrical Bureau facilities with an associated communication tower and building. It is the City's intent to subdivide this property into two tracts, one for Friendship Park and one for the Electrical Bureau facilities. This Communications Ground Lease Agreement will remain with the Electrical Bureau facilities tract. Following the subdivision, the City will execute and record appropriate deeds for each tract and, if requested by Lessee, execute and record a new memorandum of lease substantially similar in form to Exhibit C to this Communications Ground Lease Agreement.

Memorandum of Lease EXHIBIT A Attachment – Deed Page 1

No. 14—Pa. Deed—From a Corporation
WM. G. SCHLICHTER, Printing, 540 Hamilton St., Allentown, Pa. 18101

This Indenture,

Made the 11th day of August
in the year of our Lord one thousand nine hundred and ninety-four (1994).

Between BETHLEHEM AUTHORITY, a municipal water authority,
with offices located at 10 East Church Street, Bethlehem, Northamp-
ton County, Pennsylvania, GRANTOR, Party of the First Part,

A N D

CITY OF BETHLEHEM, a municipal corporation of the
third class, domiciled by law in the County of Northampton and
Commonwealth of Pennsylvania, GRANTEE, Party

Witnesseth, that the said party of the first part, for and in consideration of the sum
of ONE DOLLAR AND NO CENTS----- (\$ 1.00-----) Dollars

unto it well and truly paid by the said party of the second part, at or before the sealing and
delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained,
sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant,
bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second
part, its heirs and assigns, forever:

All

SEE ATTACHED EXHIBIT "A"



RECORDERS OFFICE
NORTHAMPTON COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER

1994037595

RECORDED ON

AUG 30, 1994

1:37:19 PM

STATE UNIT TAX \$ 0.50

RECORDING FEES \$ 13.00

TOTAL \$13.50

VOL: 1994-6

068848

Memorandum of Lease EXHIBIT A Attachment – Deed Page 2

EXHIBIT "A"

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 thirty-six 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.

TOGETHER also, with all and singular the improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining and also all the estate, right, title, interest, property claim and demand whatsoever of Bethlehem Water Company in law or equity, of, in and to the same as well as all of the corporate rights, privileges, franchises and powers derived from or granted under the Act of Assembly approved February 24, 1845 to incorporate the Bethlehem Water Company and also all the water pipe machinery and apparatus of whatsoever nature or kind connected therewith or owned by the same Bethlehem Water Company.

BEING PART OF THE SAME PREMISES WHICH the City of Bethlehem, a municipal corporation, by Deed dated December 15, 1938 and recorded in the Office for the Recorder of Deeds in and for the County of Northampton in Deed Book Volume A69, Page 668, granted and conveyed unto Bethlehem Municipal Water Authority. The name of the Bethlehem Municipal Water Authority was changed to the Bethlehem Authority by Certificate of Amendment from the Department of State, granted on August 23, 1949, and recorded in the Recorder of Deeds Office of Northampton County in Miscellaneous Book Volume 110, Page 273.

BEING KNOWN AS NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER:

MAP: P6NE1b BLOCK: 29 LOT: 1

VOL: 1994-6

068849

Memorandum of Lease EXHIBIT A Attachment – Deed Page 3

Together with all and singular the tracts of land improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said party of the first part, its successors and assigns, in law, equity or otherwise, howsoever, of, in and to the same, and every part thereof.

To have and to hold the said tracts of land hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said part Y of the second part, its heirs and assigns, to and for the only proper use and behoof of the said part Y of the second part, its heirs and assigns, forever

And the said party of the first part, for itself and its successors, does by these presents covenant, grant and agree to and with the said party of the second part, its heirs and assigns, that it, the said party of the first part, and its successors, all and singular the hereditaments and premises herein above described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said part Y of the second part, its heirs and assigns, against it, the said party of the first part and its successors, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same, or any part thereof, by, from or under him, her, them or any of them,

SPECIALLY
shall and will Warrant and forever Defend

The Bethlehem Authority, the said party of the first part, doth hereby constitute and appoint Thomas M. Malone, Chairman, to be its attorney, for it and in its name, and as and for its corporate act and deed, to acknowledge this Indenture before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

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ATTEST:

BETHLEHEM AUTHORITY

Ronald J. Donchez
Ronald J. Donchez
Secretary

By: Thomas M. Malone
Thomas M. Malone,
Chairman

Commonwealth of Pennsylvania } ss.:
County of NORTHAMPTON

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Notarial Seal
Nancy A. Brong, Notary Public
Bethlehem, Northampton County
My Commission Expires Jan. 7, 1996

Witness my hand and notarial seal the day and year first above written.

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MY COMMISSION EXPIRES 1/7/96

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VOL: 1994-6

Paul H. Kew
1994 City Solicitor 968850