

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (“Termination Agreement”) is made as of the _____ day of November 2021, by and between **SPRINT SPECTRUM REALTY COMPANY LP** (“SSLP”), a Delaware limited partnership, with a registered office at 6220 Sprint Parkway – Mailstop KSOPHD0101-Z2650, Overland Park, Kansas 66251-2650 and **THE BETHLEHEM AUTHORITY**, a Pennsylvania municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania (“Authority”). SSLP and the Authority sometimes referred to as “Party” or “Parties”.

WHEREAS, a lease entered into by a written PCS Site Agreement (hereinafter “Agreement”) dated October 30, 2000, between the Authority and SSLP, whereby the Authority leases to SSLP a certain site located at Northampton Parcel ID # P7 17 2A 0204E located at 975 Williams Street, Bethlehem, Northampton County, Pennsylvania 18016 (the “Site”).

WHEREAS, the Site is used by SSLP for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility (“PCS”).

WHEREAS, a Memorandum of the Agreement was recorded in the Northampton County (Pennsylvania) Recorder of Deeds on September 25, 2001, at Deed Book Volume 2001-1, Page 197174.

WHEREAS, on October 5, 2021, SSLP provided a Notice of Termination to the Authority pursuant to Section 11 of the Agreement.

NOW, THEREFORE, in consideration of One and 00/100 (\$1.00) Dollar of the mutual agreement of this Termination Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated herein in full by this reference.
2. All capitalized terms used herein, which are not specifically defined, shall have the meanings provided in the Agreement.
3. SSLP and the Authority agree that the Agreement, together with all amendments, if any, are hereby cancelled and terminated, and that the Term of such Agreement is ended as of the date first above written (the “Effective Date”). Further, upon the Effective Date, neither party shall have any rights or obligations under the Agreement.
4. SSLP agrees to remove any and all PCS equipment from the Site within thirty (30) days following the execution of this Termination Agreement.

5. This Termination Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and to their respective successors and assigns, and shall be binding upon all employees, partners, members, officers, directors, shareholders, affiliates, subsidiaries, corporate partners, and any other person or entity acting or purporting to act on the behalf of either Party hereto.

6. This Termination Agreement and all transactions hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.

7. This Termination Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all other prior and/or contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no other agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein. Any waiver of or modification or amendment to this Termination Agreement shall not be binding unless set forth in an instrument executed by both Parties hereto, and no course of conduct by either party or among the parties shall be deemed to amend the terms and conditions hereof except if such is reduced to writing and executed by both Parties hereto. No waiver of any provision of this Termination Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise specifically provided.

8. This Termination Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. This Termination Agreement shall not be binding against either Party hereto, however, until the same has been executed by each Party to this Termination Agreement.

9. This Termination Agreement will be recorded with the Northampton County (Pennsylvania) Recorder of Deeds.

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the date first written above.

[SIGNATURE PAGE TO FOLLOW]

SPRINT SPECTRUM REALTY COMPANY LP

By: _____

Name: _____

Title: _____

STATE OF _____

:

SS.

COUNTY OF _____

:

On this, the _____ day of _____, 2021, before me, the subscriber, a duly authorized Notary Public, personally appeared _____, known or satisfactorily proven to be the person who signed his name to the within instrument, and that he signed the foregoing instrument, being authorized to do so, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereto set my name and official seal.

NOTARY PUBLIC

THE BETHLEHEM AUTHORITY

BY: _____

Stephen Repasch

Executive Director

STATE OF _____

:

COUNTY OF _____

:

SS.

:

On this, the _____ day of _____, 2021, before me, the subscriber, a duly authorized Notary Public, personally appeared Stephen Repasch, known or satisfactorily proven to be the person who signed his name to the within instrument, and that he signed the foregoing instrument, being authorized to do so, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereto set my name and official seal.

NOTARY PUBLIC