

### SMALL CELL LEASE AGREEMENT

This Small Cell Lease Agreement ("Agreement") is made and entered into as of the Effective Date by and between Lessor and Lessee.

### SUMMARY OF BUSINESS TERMS

<b>Lessor</b>	Bethlehem Authority, a Pennsylvania municipal authority
<b>Lessee</b>	New Cingular Wireless PCS, LLC, a Delaware limited liability company
<b>Effective Date</b>	The latest signature date below
<b>Initial Term</b>	Ten (10) years
<b>Extension Terms</b>	Four (4) automatic extensions of five (5) years each
<b>Rent</b>	\$2,000.00 per year
<b>Rent Increase</b>	Ten percent (10%) every five (5) years after the Rent commencement date
<b>Attachment(s)</b>	<u>Exhibit 1</u> : Description of Leased Site
<b>Lessor Notice Address</b>	<u>Bethlehem Authority</u> <u>10 East Church St., Room 311B</u> <u>Bethlehem, PA 18018</u>
<b>Lessee Notice Address</b>	New Cingular Wireless PCS, LLC, Attn: TAG-LA; Re: FA#: 14832004, Site ID: CRAN_RPHL_ALLENTOWN 3_ALTN3_040 (PA), 1025 Lenox Park Blvd. NE, 3 <sup>rd</sup> Floor, Atlanta, GA 30319 <b>With a copy to the AT&amp;T Legal Department:</b> New Cingular Wireless PCS, LLC, Attn: AT&T Legal Dept. - Network Operations, Re: FA#: 14832004, Site ID: CRAN_RPHL_ALLENTOWN 3_ALTN3_040 (PA), 208 S. Akard Street, Dallas, TX 75202-4206  With copy to <a href="mailto:TowerNotices@list.att.com">TowerNotices@list.att.com</a>

**1. GRANT OF LEASE.** Lessor hereby grants Lessee a lease of a certain portion of Lessor's property shown on Exhibit 1 to occupy, utilize, replace or upgrade Lessor's property, structures and utility infrastructure pursuant to this Agreement ("Leased Site"). Lessee may use the Leased Site for the transmission and reception of communications signals, and the installation, maintenance, repair, replacement, modification, upgrade, removal, and operation of communications equipment and related improvements ("Equipment"). The Equipment shown on Exhibit 1, if any, describes the initial installation only and does not limit Lessee's right to modify the Equipment. Lessee and its agents shall have pedestrian and vehicular access twenty-four (24) hours per day, seven (7) days per week over Lessor's property from the public right of way to the Leased Site. Lessor hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Lessee an easement over Lessor's property, from an open and improved public road to the Leased Site, and upon the Leased Site, for the purpose of installing, operating and maintaining a utility pole on the Leased Site and such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service

companies may from time to time require in order to provide such services to the Leased Site. Upon Lessee's or service company's request, Lessor will execute a separate recordable easement evidencing this grant, at no cost to Lessee or the service company.

**2. TERM** This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for the Initial Term. The Agreement will automatically extend for the Extension Terms unless Lessee provides Lessor written notice of termination at least ninety (90) days prior to the expiration of the Initial Term or the then applicable Renewal Term, as the case may be.

**3. RENT, BILLING AND PAYMENT.** The parties agree that the Rent Commencement date is January 22, 2021, and the first annual payment of Rent by Lessee is due within forty-five (45) days of execution of the lease. If payment is not received within said time period, this agreement becomes null and void. Rent shall be paid annually on or before the anniversary of the Rent commencement date. Rent is for the use of the Leased Site, including the portion of the property, structures, utility infrastructure and utility service described on

Exhibit 1. Rent increases by the Rent Increase percentage described above.

**4. LESSEE OBLIGATIONS.** At its own expense, Lessee shall erect, install, repair and maintain its Equipment in safe condition and good repair in accordance with the requirements and specifications of all applicable laws, rules and regulations in effect on the Effective Date including the Small Wireless Facilities Deployment Act. Lessee shall ensure that its employees and agents which perform work in furtherance of this Agreement are adequately trained and skilled to perform the work as required by this Agreement. Lessee will operate its Equipment in compliance with all FCC regulations regarding radio frequency interference with the radio signal transmissions of Lessor and other third parties in or upon the Leased Site, which transmissions are operated in compliance with all applicable laws, rules and regulations.

**5. LESSOR OPERATIONS.** Lessor will not, nor will Lessor permit its employees, tenants, licensees, invitees or agents to cause physical or radio frequency interference with Lessee's existing Equipment or Lessee's ability to comply with the terms and conditions of this Agreement. If Lessee reasonably determines that such interference is occurring, Lessor will meet and confer with Lessee within five (5) days of Lessor's receipt of notice of interference from Lessee, will diligently work in good faith with Lessee to determine the cause of the interference, and will develop workable solutions to resolve the interference in a mutually acceptable manner. Lessor will not grant after the date of this Agreement a lease or any right to any third party if such third party's use may cause physical or radio frequency interference with Lessee's Equipment, Lessee's use of the Leased Site, or Lessee's ability to comply with the terms and conditions of this Agreement.

**6. INSURANCE.** Lessee shall at its sole expense maintain the following insurance coverage and limits during the Term of this Agreement. Workers' Compensation and Employer's Liability insurance, as required by statute, with Employer's Liability limits of \$500,000 each accident, \$500,000 by disease policy limits, and \$500,000 by disease each employee. Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or equivalent, with limits of \$2,000,000 General Aggregate, \$1,000,000 Each Occurrence, \$1,000,000 Each Occurrence - Personal Injury and Advertising Injury, and \$2,000,000 Products/Completed Operations Aggregate. Business Automobile Liability insurance of \$1,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company owned, leased, and non-owned vehicles. Lessee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Lessee shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance

that is not replaced. Notwithstanding the foregoing, Lessee may self-insure the required insurance under the same terms and conditions as outlined above. Lessor shall be included as an additional insured.

**7.**

**8. INDEMNIFICATION.** To the extent permitted by applicable laws, Lessee shall indemnify and defend the Lessor from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys' fees, and other charges and expenditures that the indemnified party may incur, asserted by third parties against the indemnified party by reason of the indemnifying party's negligence, willful misconduct or breach of the terms of this Agreement, including acts or omissions by the indemnifying party's agents, contractors, or subcontractors, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of the indemnified party or by the indemnified party's agents, contractors, or subcontractors.

**9. DEFAULT AND REMEDIES.** It shall be a default under this Agreement if a party fails to perform any material term or condition of this Agreement where such failure continues for a period of more than sixty (60) days after receipt of written notice from the other party of a detailed description of such failure to perform. Notwithstanding the foregoing, no default will be deemed to exist if a party has commenced to cure the alleged failure to perform within such sixty (60) day period, and thereafter such efforts are prosecuted to completion with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of the party against whom the failure to perform has been alleged. If a party does not cure its default as allowed herein, the party not in default may thereafter elect to pursue any rights or remedies available at law or in equity.

**10. VOLUNTARY TERMINATION.** Lessee may terminate this Agreement for any reason or no reason without further liability to Lessor at any time prior to the commencement of construction of the Equipment on the Leased Site. Lessee may terminate this Agreement after the Rent commencement date for any reason or no reason effective upon the later of (i) thirty (30) days' following written notice to Lessor and (ii) the date of removal of the Equipment.

**11. CASUALTY.** In the event of damage to Leased Site that is reasonably expected to disrupt Lessee's operations for more than forty-five (45) days, Lessee may place a temporary facility, if feasible, at a location equivalent to Lessee's current use of the Leased Site, with rent abated until such time as the Leased Site is restored and the Equipment is returned to full operation, or terminate the Agreement. If the parties agree to a permanently relocated Leased Site to be shown on an amendment to this Agreement, Lessee may permanently

relocate the Leased Site to the new location and the terms and conditions of this Agreement will continue to apply to the relocated Leased Site.

## **12. MISCELLANEOUS.**

12.1. Notices. All notices, requests and demands hereunder will be given by first class certified mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Lessor Notice Address and Lessee Notice Address above, as appropriate. Any party may change its address or other contact information by giving written notice of such change to the other. The contact telephone numbers for day to day operations are: Lessor: 610-865-7090, Lessee: 1-800-638-2822.

12.2. Governing Law. Both Parties shall comply with all applicable laws and regulations. The laws of the Commonwealth of Pennsylvania will govern all questions with respect to this Agreement

12.4. Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

12.5. Survival. The terms and conditions of this Agreement that by their nature require performance by either party after the termination or expiration of this Agreement shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

12.6. Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Lessor and Lessee with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Each party acknowledges that the other party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Parties.

12.7. Dispute Resolution. The parties will attempt in good faith to resolve any dispute under this Agreement

through face-to-face negotiations before resorting to other available remedies. If the matter has not been resolved within thirty (30) days of the first face-to-face negotiation session, the parties agree that the dispute (other than a request for injunctive relief or a claims relating to interference) will be resolved through the Court of Common Pleas of Northampton County, Pennsylvania.

## **12.8. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL ON DISPUTES ARISING FROM THIS AGREEMENT.**

12.9. Waiver; Severability. No provision of this Agreement may be waived except in a writing signed by both parties. The failure of either party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

12.10. Confidentiality. Lessor acknowledges that the terms of this Agreement are confidential, and Lessor warrants that it will not disclose such terms to any third party other than Lessor's investors, affiliates, consultants, professional advisors, lenders or assignees who are under similar confidentiality provisions as those contained herein; or with Lessee's prior written consent; or as required by any applicable laws.

12.11 Assignment and Transfer. Neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon thirty (30) days' written notice, either Party may assign this Agreement or its rights or obligations to (a) an Affiliate or (b) in connection with the sale or other transfer of substantially all of Lessee's assets in the FCC market area in which the Leased Site is located.

12.12 Execution in Counterparts. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

Commented [KS1]: Lessor to provide.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

**BETHLEHEM AUTHORITY,  
a Pennsylvania municipal authority**

**NEW CINGULAR WIRELESS PCS, LLC,  
a Delaware limited liability company**

**By: AT&T Mobility Corporation  
Its: Manager**

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

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

Name: John Green

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

Its: Area Manager

Its: \_\_\_\_\_

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

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

**EXHIBIT 1**  
**LEASED SITE**

Leased Site address: 1257 E. 3rd Street, Bethlehem, PA 18015

Leased Site pole/structure identification: wood pole

Leased Site utility identification: Connections to electrical wiring as shown on the Plans, including usage of Lessor's electrical service on an unmetered basis.

Lessee Site Identification:

FA / USID: 14832004 / 214743

Site Name: CRAN\_RPHL\_ALLENTOWN\_ALTN3\_040

PTN / PACE: 2203A0KXT6 / MRPHL030855

Structure Latitude and Longitude (Approximate):

LATITUDE: 40.612719

LONGITUDE: -75.357759

Equipment Plans: See the attached plan set dated August 2, 2021 prepared by NB&C Engineering Services, LLC. consisting of twelve (12) page(s). Lessee may modify the Equipment at any time as set forth in the Agreement.

