

**FIRST AMENDMENT TO TOWER LEASE WITH OPTION**

This First Amendment to Tower Lease with Option (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between Valley Township, a Pennsylvania municipality ("**Landlord**") and T-Mobile Northeast LLC, a Delaware limited liability company ("**Tenant**") (collectively, the "**Parties**").

Landlord and Tenant entered into that certain Tower Lease with Option dated September 28, 2009, (the "**Lease**") regarding the premises located at 804 Meadowbrook Drive, Coatesville, PA 19320 (the "**Premises**"), and

Landlord and Tenant desire to amend the Lease on the terms and conditions set forth herein.

NOW, for good and valuable consideration, Landlord and Tenant agree as follows:

**1. Rent.**

a. Starting on the New Commencement Date, Tenant shall pay Landlord Two Thousand Two Hundred Six and No/100 Dollars (\$2,206.00) per month ("**Rent**") in advance, by the fifth (5th) day of each month. Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of Rent by Tenant.

b. Rent shall be increased on the first day of each Renewal Term, by an amount equal to three percent (3%) over the Rent for the immediately preceding New Initial Term or Renewal Term. This Rent adjustment shall supersede and replace any prior Rent adjustments.

**2. Renewal Terms.**

a. The Parties hereby wish to supersede and replace the term and any renewal terms of the Lease. Now, the new initial term of the Lease shall be five (5) years commencing on September 1, 2018 (the "**New Commencement Date**"), and ending on the day immediately preceding the fifth (5<sup>th</sup>) anniversary of the New Commencement Date (the "**New Initial Term**"). The New Initial Term, together with any Renewal Terms are referred to collectively as the "**Term**."

b. The New Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), unless Tenant notifies Landlord in writing of Tenant's intention not to extend the Lease at least thirty (30) days prior to the expiration of the New Initial Term or any Renewal Term.

**3. Modification of Tenant's Obligation to Pay – Rent Guarantee.** Commencing on the New Commencement Date, Tenant's obligation to pay Rent is guaranteed for the period of ten (10) years ("**Rent Guarantee Period**"). Tenant's obligation to pay Rent during the Rent

Guarantee Period shall not be subject to offset or cancellation by Tenant unless any of the following exceptions apply: a) local, state or federal laws materially adversely affect Tenant’s ability to operate; (b) the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty and the Premises cannot be restored within a six-month time period; c) the Property is foreclosed upon and Tenant is unable to maintain its’ tenancy; d) Landlord requires Tenant to relocate its Antenna Facilities which adversely affect Tenant’s ability to operate the Antenna Facilities or e) Landlord breaches the Lease and the default issue is not cured within the appropriate cure period. This Rent Guarantee shall not apply to any increases in the Rent after the execution of this Amendment.

4. **Notice.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant:  
T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/1CH8200B

If to Landlord:  
Valley Township  
890 West Lincoln Highway  
PO Box 467  
Coatesville, PA 19320

5. **Miscellaneous.**

a. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control. Unless otherwise defined herein, capitalized terms used in this Amendment have the same meanings they are given in the Lease.

b. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Amendment will legally bind the Parties to the same extent as originals.

d. Each of the Parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.

e. This Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

**Landlord:**

**Tenant:**

**Valley Township, a Pennsylvania municipality**

**T-Mobile Northeast LLC, a Delaware limited liability company**

By: Patrice I Proctor

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

Print Name: PATRICE PROCTOR

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

Title: CHAIRWOMAN

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

Date: 4/17/18

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

Kelly Dunham 4/13/18  
T-Mobile Contract Attorney  
as to form

T

T-Mobile Northeast LLC

Michael Lyons  
Property Management - Northeast Region  
4 Sylvan Way  
Parsippany, NJ 07054  
973-292-8819 - Phone  
973-292-8691 - Fax  
[Michael.Lyons8@T-Mobile.com](mailto:Michael.Lyons8@T-Mobile.com) E-Mail

February 2, 2010

**VIA UPS OVERNIGHT MAIL**

Valley Township  
890 W. Lincoln Highway  
Coatesville, PA 19320

**RE: Tower Lease With Option (the "Lease"), between Valley Township ("Landlord") and T-Mobile Northeast LLC. ("Tenant").**

**T-Mobile Site ID: 1CH8200B**

**Site Address: 804 Meadowbrook Drive, Coatesville, PA 19320**

Dear Sir or Madam:

By way of introduction, I am the Lease Specialist for the above referenced site. Please be advised that T-Mobile Northeast LLC, is herein providing actual notice that the above referenced Lease has commenced on January 28, 2010, upon exercise of option, as stipulated under Section 2.

A check representing the rent will be sent under separate cover. Please note that all rent checks are issued under the name of T-Mobile.

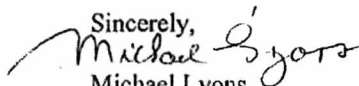
*T-Mobile's preferred method of payment is electronically using Xign, an electronic funds transfer (EFT) service. To sign up please complete the enclosed brochure or you may contact T-Mobile's Xign Administration by email at [xign@t-mobile.com](mailto:xign@t-mobile.com). Please include your payee name, tax identification number, and your contact information (name, address and phone number). If you have questions, you may contact our Administration team toll free at 1 (888) 526-4612 and select option #3.*

In order to provide the highest quality of service, as well as streamline the installation and maintenance process, it is necessary for T-Mobile employees and agents to have unimpeded access at all times to the Antenna Facilities and related utility service throughout the term of the Lease. Please notify all staff and/or property managers of the access requirements relative to this Site. All T-Mobile representatives carry photo identification.

To process any further request in a timely manner, please include the Site number on all correspondence or invoices. This number can be found on all T-Mobile correspondence.

Should you have any questions or comments, please feel free to contact me via email or at the number listed above.

Sincerely,



Michael Lyons  
Property Management

### TOWER LEASE WITH OPTION

THIS TOWER LEASE WITH OPTION (this "Lease") is by and between Valley Township ("Landlord") and T-Mobile Northeast LLC, a Delaware limited liability company ("Tenant").

**1. Option to Lease.**

(a) In consideration of the payment of five hundred and no/100 dollars (\$500.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), together with the right to use the tower located thereon ("Tower"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of five hundred and no/100 dollars (\$500.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant 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 Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Tower and Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 804 Meadowbrook Drive, Coatesville, PA 19320, comprises approximately 200 square feet. Tenant's location on the Tower shall be at approximately 120 feet above ground level.

**2. Term.** The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

**3. Renewal.** Tenant shall have the right to extend this Lease for four (4) additional and successive five-year terms and one (1) additional and successive four-year term (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

**4. Rent.**

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, two thousand and no/100 dollars (\$2,000.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted, effective on the first day of each year of the Initial or Renewal Term, and on each such subsequent anniversary thereof, to an amount equal to one hundred four percent (104%) of the monthly Rent in effect immediately prior to the adjustment date.

**5. Permitted Use.** The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

**6. Interference.** Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. 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

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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 Lease immediately upon written notice.

#### 7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, 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, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

Landlord's engineer and/or its contractor Eastern Tank Coatings, Inc. (hereinafter referred to as "Contractor") shall have the right to inspect any installation, alteration, repair, replacement, enhancement or upgrade to the Antenna Facilities at any time during the term of this Lease to determine whether the work performed by Tenant in any way compromises the warranty relating to maintenance and repainting of the tank ("the Warranty") given the Landlord by its Contractor and attached hereto as Exhibit "D". In the event that the Contractor determines that Tenant's work has in any way compromised the Warranty, Tenant agrees to reimburse Landlord, the costs of such Contractor determination as well as the Contractor's costs for reinstating the warranty.

Notwithstanding the foregoing, the Landlord shall approve final construction drawings, which approval shall not be unreasonably withheld, conditioned, denied, or delayed. Landlord shall signify approval by signing off on the final construction drawings and shall signify disapproval by sending Tenant written notice of such disapproval. Any notice of such disapproval must state with specificity the reasons for Landlord's objections and what Tenant must do to make the drawings approvable by Landlord. Landlord further agrees to cooperate with Tenant so that Tenant can modify the final construction drawings for Landlord's reasonable approval as provided above. Landlord shall have ten (10) days from the date of receipt of final construction drawings or any modified final construction drawings to approve or disapprove of the same or the final construction drawings shall be deemed approved.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

#### 8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

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(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities 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 Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant 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.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

#### 11. Insurance and Subrogation and Indemnification.

(a) Tenant and Landlord each will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance such party may maintain.

(b) Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respective owned real and/or personal property.

(c) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(d) Subject to the property insurance waivers set forth in subsection 11(c), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subcontractors of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(e) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(f) Tenant shall not be responsible to Landlord, 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.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

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**If to Tenant to:**  
 T-Mobile USA, Inc.  
 12920 SE 38<sup>th</sup> Street  
 Bellevue, WA 98006  
 Attn: PCS Lease Administrator

With a copy to:  
 Attn: Legal Dept.

**And with a copy to:**  
 T-Mobile Northeast LLC  
 400 Street Road  
 Bensalem, PA 19020  
 Attn: Lease Administration Manager

**If to Landlord to:**  
 Valley Township  
 890 W. Lincoln Highway  
 Coatesville, PA 19320

**Send Rent payments to:**  
 Valley Township  
 890 W. Lincoln Highway  
 Coatesville, PA 19320

13. **Quiet Enjoyment, Title and Authority.** As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. **Environmental Laws.** Landlord 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. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord 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 Tenant, 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. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant 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. **Assignment and Subleasing.** Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. **Successors and Assigns.** This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. **Waiver of Landlord's Lien.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna 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 Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. **Miscellaneous.**

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

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 Market: Philadelphia

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## Appendix A-25-b

No. 3992 P. 6/30

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

19. Tower Marking and Lighting Requirements. Tenant shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC as a result of Tenant's Antenna Facilities. Tenant shall indemnify and hold Landlord harmless from any fines or other liabilities caused by Tenant's failure to comply with such requirements. Should Landlord be cited by either the FCC or FAA because the Tower and Antenna Facilities are not in compliance and, should Tenant fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Landlord may either terminate this Lease immediately on written notice to Tenant or proceed to cure the conditions of noncompliance at Landlord's expense of which amounts shall be payable immediately by Tenant.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

(Signatures appear on the following page)

Site Number: 1C18200B  
Site Name: Valley Two WT  
Market: Philadelphia

Oct. 5. 2009 10:56AM

Appendix A-25-b

No. 3992 P. 7/30

LANDLORD: Valley Township

By: *Edward Hammond*  
EDWARD HAMMOND

Printed Name: EDWARD HAMMOND

Title: VICE CHAIR, BOARD of SUPERVISORS

Date: 9/24/09

TENANT: T-Mobile Northeast LLC

By: *Kevin Forsee*

Printed Name: Kevin Forsee

Title: Area Director, Network Engineering and Operations

Date: 9/24/09

T-Mobile Legal Approval

Site Number: ICH#200B  
Site Name: Valley Twp WT  
Market: Philadelphia

**EXHIBIT A**  
Legal Description

The Property is legally described as follows:

**ALL THAT CERTAIN** piece of ground, Situate in the Township of Valley, County of Chester and State of Pennsylvania, bounded and described according to a Plan of Valley View, made by Drake & Waddington, Inc., Surveyors, Engineers, Planner, Kennett Square, PA, dated September 1, 1987, last revised March 16, 1988 and recorded April 14, 1988, in Plan File #8119, as follows, to wit:

**BEGINNING** at a point on the Southerly side of Franklin Avenue, said point also being a corner of Lot #1; thence extending from said beginning point and along Lot #1, South 07 degrees, 17 minutes, 17 seconds West, 150.00 feet to a point in line of land of Lewis Douglass; thence extending along same North 82 degrees, 42 minutes 43 seconds West, 73.92 feet to a point on the Easterly side of Meadowbrook Lane; thence extending along same North 05 degrees 55 minutes 34 seconds East, 124.44 feet to a point of curve; thence extending on the arc of a circle curving to the right having a radius of 25.00 feet the arc distance of 39.87 feet to a point on the Southerly side of Franklin Avenue; thence extending along same South 82 degrees 42 minutes 43 seconds East, 51.90 feet to the first mentioned point and place of beginning.

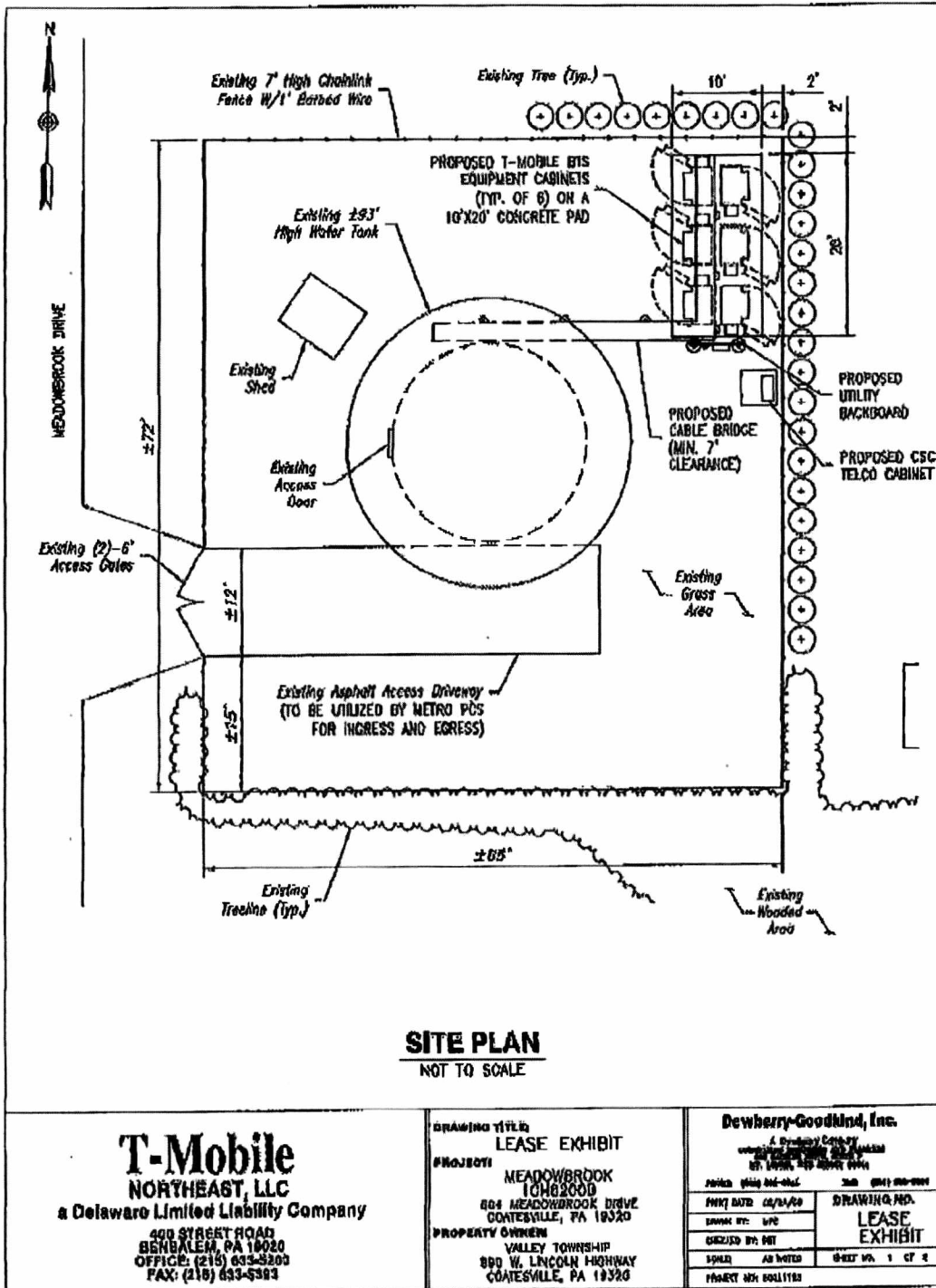
**BEING** Lot to be conveyed to Valley Township Authority as shown on said Plan.

**BEING** a part of the same premises which McGrawy Grinn, Inc., a Pennsylvania Corporation, by Deed dated June 26, 1987, and recorded in the Office for the Recording of Deeds, Chester County, Pennsylvania, in Record Book 813, Page 14, granted and conveyed unto John McClinn and Edward A. Savatko, in fee.

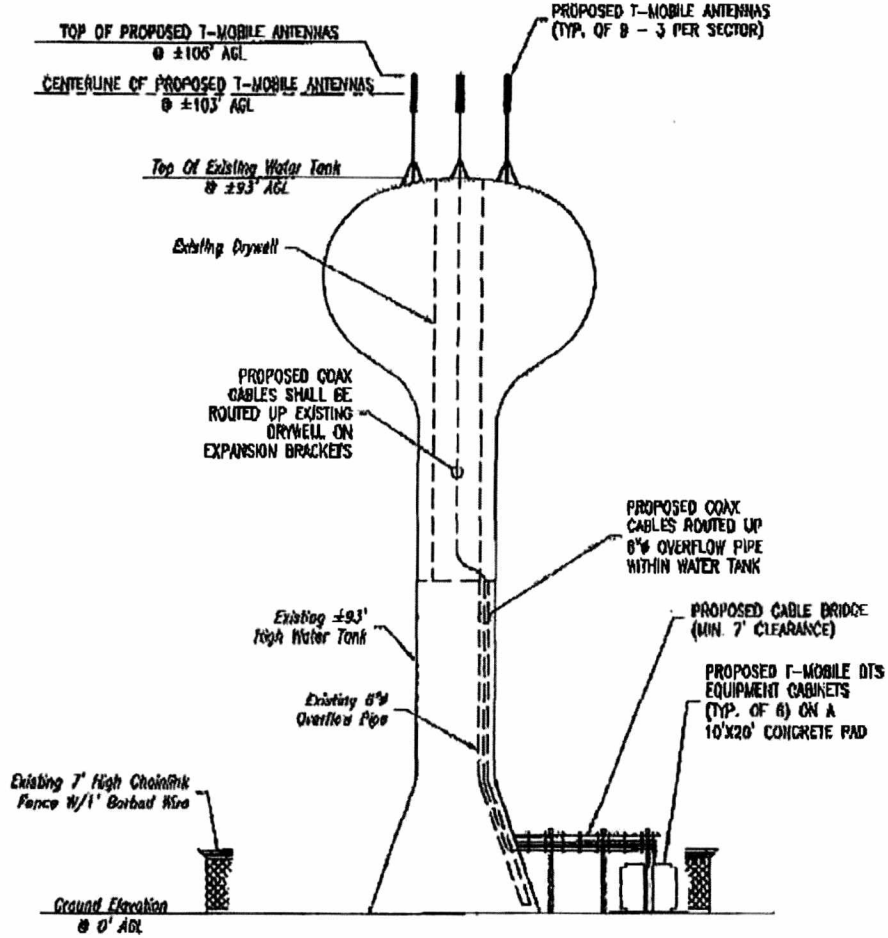
**BEING** Chester County Tax Parcel No. 38-2-129.1.

EXHIBIT B

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:



Site Number: 1CH8200B  
Site Name: Valley Twp WT  
Market: Philadelphia



**ELEVATION VIEW**

NOT TO SCALE

**T-Mobile**  
**NORTHEAST, LLC**  
 a Delaware Limited Liability Company

400 STREET ROAD  
 BENSALEM, PA 19020  
 OFFICE: (215) 633-3200  
 FAX: (215) 633-5583

DRAWING TITLE  
**LEASE EXHIBIT**  
 PROJECT  
**MEADOWBROOK**  
**ICH8200B**  
 204 MEADOWBROOK DRIVE  
 COATESVILLE, PA 19320  
 PROPERTY OWNERS  
 VALLEY TOWNSHIP  
 290 W. LINCOLN HIGHWAY  
 COATESVILLE, PA 19320

**Dowberry-Goodkind, Inc.**

A Delaware Corporation INCORPORATED IN THE STATE OF DELAWARE FOR THE YEAR ENDING 12/31/08	
PROJECT NO: ICH8200B	DATE: 09/24/09
DRAWING NO: 050	<b>LEASE EXHIBIT</b>
DATE: 09/24/09	
SCALE: AS NOTED	Sheet No. 2 of 2
PROJECT NO: ICH8200B	

Site Number: ICH8200B  
 Site Name: Valley Twp WT  
 Market: Philadelphia

Oct. 5. 2009 10:56AM

Appendix A-25-b

No. 3992 P. 11/30

EXHIBIT C

**Memorandum  
of  
Lease**

Site Number: ICH8200B  
Site Name: Valley Twp WT  
Market: Philadelphia

Oct. 5. 2009 10:56AM

MEMORANDUM OF LEASE

Assessor's Parcel Number: 38-002-00129.0100

Between Valley Township ("Landlord") and T-Mobile Northeast LLC ("Tenant")

A Tower Lease with Option (the "Lease") by and between Valley Township ("Landlord") and T-Mobile Northeast LLC, a Delaware limited liability ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for four (4) additional and successive five-year terms and one (1) additional and successive four-year term.

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

LANDLORD: Valley Township

By: [Signature]  
Printed Name: Edward Hammond  
Title: Vice Chairman  
Date: 09-24-2009

[Signature]  
Witness

TENANT: T-Mobile Northeast LLC

By: [Signature]  
Printed Name: Kevin Forshee  
Title: Area Director, Network Engineering  
and Operations  
Date: 9/28/09

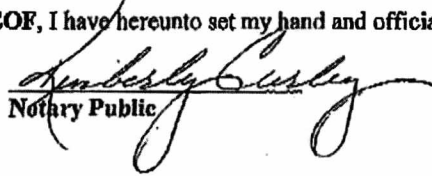
Oct. 5. 2009 10:56AM

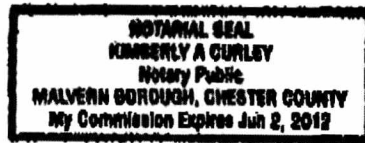
**STATE OF PENNSYLVANIA:**

**COUNTY OF CHESTER**      <sup>ss</sup>  
:

On this 25 day of September, 2009, before me, the undersigned officer, personally appeared Alan J. Jarvis, Esquire, known to me to be a member of the bar of the highest court of Pennsylvania, Attorney's I.D. 16134, and certified that he was personally present when the foregoing Memorandum of Lease was signed on 09-24-2009 by Edward Hammond, Vice Chairman, Valley Township Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public





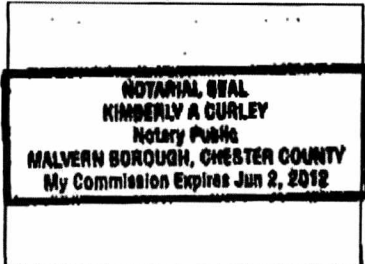
[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF Pennsylvania )  
 ) ss.  
COUNTY OF Chester )

This instrument was acknowledged before me on Sept 25 2009 by Alan Jerski, [title] Solicitor of Valley partnership a [type of entity], on behalf of said Valley partnership [name of entity].

Dated: Sept 25, 2009



(Use this space for notary stamp/seal)

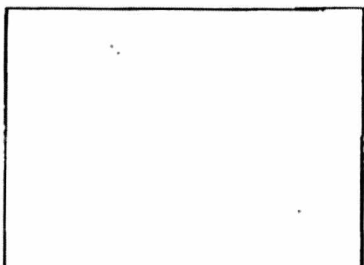
Kimberly Curley  
Notary Public  
Print Name Kimberly Curley  
My commission expires 10-2-2012

[Notary block for Tenant]

STATE OF Maryland )  
 ) ss.  
COUNTY OF Prince George )

I certify that I know or have satisfactory evidence that Kevin Foxshee is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Director, Network Engineering and Operations of T-Mobile Northeast 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: 9/28/09



(Use this space for notary stamp/seal)

Shaya Samuel  
Notary Public  
Print Name Shaya Samuel  
My commission expires 6/6/2011

Oct. 5. 2009 10:57AM

No. 3992 P. 15/30

Memorandum of Lease Exhibit A  
Legal Description

The Property is legally described as follows:

**ALL THAT CERTAIN** piece of ground, Situate in the Township of Valley, County of Chester and State of Pennsylvania, bounded and described according to a Plan of Valley View, made by Drake & Waddington, Inc., Surveyors, Engineers, Planner, Kennett Square, PA, dated September 1, 1987, last revised March 16, 1988 and recorded April 14, 1988, in Plan File #8119, as follows, to wit:

**BEGINNING** at a point on the Southerly side of Franklin Avenue, said point also being a corner of Lot #1; thence extending from said beginning point and along Lot #1, South 07 degrees, 17 minutes, 17 seconds West, 150.00 feet to a point in line of land of Lewis Douglas; thence extending along same North 82 degrees, 42 minutes 43 seconds West, 73.92 feet to a point on the Easterly side of Meadowbrook Lane; thence extending along same North 05 degrees 55 minutes 14 seconds East, 124.44 feet to a point of curve; thence extending on the arc of a circle curving to the right having a radius of 25.00 feet the arc distance of 39.87 feet to a point on the Southerly side of Franklin Avenue; thence extending along same South 82 degrees 42 minutes 43 seconds East, 51.90 feet to the first mentioned point and place of beginning;

**BEING** Lot to be conveyed to Valley Township Authority as shown on said Plan.

**BEING** a part of the same premises which McGreary Grain, Inc., a Pennsylvania Corporation, by Deed dated June 26, 1987, and recorded in the Office for the Recording of Deeds, Chester County, Pennsylvania, in Record Book 813, Page 14, granted and conveyed unto John McGinn and Edward A. Savastio, in fee.

**BEING** Chester County Tax Parcel No. 38-2-129.1.

Site Number: 1CH8200B  
Site Name: Valley Twp WT  
Market: Philadelphia