

TELECOMMUNICATIONS SITE LEASE AGREEMENT

THIS TELECOMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is entered into this 19th day of November 2010, between the City of Mercer Island, a Washington, a Washington municipal corporation ("Lessor"), and T-Mobile West Corporation, a Delaware corporation ("Lessee").

1. Leased Premises. Subject to the following terms and conditions, Lessor leases to Lessee a portion of the air and approximately four hundred (400) square feet of equipment space for a proposed underground utility vault located within the right of way of Island Crest Way, on the real property commonly known as Island Crest ("Property"). Lessee's use of the Property shall be limited to that portion of the Property, legally described in attached Exhibit "A" and as further depicted in attached Exhibit "B", together with a utility easement in form and content reasonably acceptable to Lessor (collectively referred to herein as the "Premises").

2. Lease Term. The term of this Agreement shall be five (5) years commencing on the date this Agreement is fully executed ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date ("Term") unless otherwise terminated as provided in Paragraph 7 (the "Initial Term"). At its option, Lessee may renew the Agreement for up to five (5) 5-year periods (each a "Renewal Term" and collectively, the "Renewal Terms"), provided Lessee is not in default hereunder. This Agreement shall automatically renew for each successive Renewal Term unless Lessee notifies Lessor, in writing, of Lessee's intention not to renew this Agreement, at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. If Lessee shall remain in possession of the Premises at the expiration of this Agreement or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same conditions of this Agreement.

3. Permitted Use – Antenna Facilities.

(a) The Premises may be used by Lessee solely for the permitted purposes, of installing, operating, enhancing, maintaining and removing an underground vault to house communications equipment (equipment space) located within the right of way of Island Crest Way, more particularly described in Exhibit "B" ("Antenna Facilities"). Lessee may add to, alter or modify the Antenna Facilities within the underground vault only upon prior written notice to Lessor provided such modifications are otherwise within compliance with the terms of this Agreement and applicable laws, rules and regulations. All other modifications may not be made without the prior review and approval of the Lessor which shall not be unreasonably withheld. Lessee's use of the Property shall be nonexclusive and the Lessor reserves the right to use the Property (exclusive of the Premises which shall be for Lessee's exclusive use during the term of this Agreement), for all lawful purposes.

(b) The installation and operation of the Antenna Facilities shall be subject to all restrictions and conditions of the Mercer Island Land Use Code and Lessee is responsible for obtaining all necessary permits and approvals and paying all fees directly related thereto prior to commencing construction of the Antenna Facilities. The Antenna Facilities shall remain the exclusive property of Lessee and are not deemed fixtures.

(c) Lessee shall remove the Antenna Facilities, at Lessee's sole cost, on or before expiration of the Term or Renewal Terms. Within ninety (90) days following the cancellation or termination of this Agreement prior to the expiration of the Term or Renewal Term, Lessee shall, remove all of Lessee's equipment and the Antenna Facilities and shall surrender the Premises to Lessor in the same or better condition as existed at the Commencement Date of this Agreement, less ordinary wear and tear and other casualty beyond the control of Lessee.

(d) Lessee shall pay any additional utilities charges due to Lessee's use of electrical power at the rate charged by the servicing utility company. Lessee shall have the right to install utilities after obtaining all necessary permits and approvals, at Lessee's expense, and to improve the present utilities on the Premises. Lessee shall obtain Lessor's prior consent, which shall not be unreasonably withheld, conditioned or delayed, before installing new utilities or improving the current utilities on the Property. In the event of an emergency or power outage, Lessee has the right to use a standby power generator on the Property.

(e) Access for construction, routine maintenance and repair and other non-emergency visits shall only be during business hours (defined as Monday through Friday, 7:00 am to 7:00 p.m.). In the event of an emergency, Lessee may access the Premises twenty-four (24) hours per day, seven (7) days per week. Access shall be by foot or motor vehicle.

4. Rent.

(a) Within twenty (20) days of the Commencement Date and on the first day of each month thereafter [REDACTED]

(b) Annual Rent Increases. [REDACTED]

(c) Additional Consideration. [REDACTED]

5. Site Acceptance.

(a) 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 Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation,

zoning and land use authorities, and the Federal Communications Commission ("FCC") ("Governmental Approvals"), 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, and Lessor expressly grants to Lessee a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Lessee's use of the Premises will be compatible with Lessee's engineering specifications, system design, operations and Governmental Approvals. Lessee will be deemed to have accepted the Premises at the time Lessee commences installation of the Antenna Facilities pursuant to this Agreement. Conducting feasibility and cost assessment and other inspections on the Premises or Property is not deemed to be acceptance.

(b) Acceptance of the Premises by Lessee is conclusive evidence that Lessee accepts the Premises as suitable for the purpose for which it is licensed, accepts the Premises and any structure on the Premises "AS IS", and with all faults, and (subject to as otherwise expressly set forth herein) waives all claims against Lessor in respect of defects in the Premises or the Property and its structures and appurtenances, and their suitability for any permitted purpose.

6. Non-Interference.

(a) Lessee shall not use the Premises in any way that materially interferes with the use of the Property by Lessor, or lessees or licensees of Lessor, with installations that predate the Antenna Facilities. With respect to lessees or licensees whose operations commence after installation of the Antenna Facilities, Lessee shall not make any change in its operations that causes or is intended to cause material interference with such lessees or licensees prior existing operations. All operations of Lessee shall be in compliance with all FCC requirements and other applicable laws and regulations.

(b) Lessor shall have the right to permit co-location of other telecommunications equipment on the Property and Lessee consents to the same.

(c) For the purposes of this provision, "Interference" may include, but is not limited to, any other use on the Lessor's Property that causes material electronic, physical obstruction or interference with, or degradation of, the Lessee's communications uses and/or wireless signals. Any level of discernible or measurable signal degradation or other interference is deemed as material in nature and will fall within this section 6.

7. Termination. In addition to as otherwise set forth herein, this Agreement may be terminated, without any penalty or further liability, on sixty (60) days written notice as follows:

(a) Unless otherwise set forth herein, by either party on default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days following receipt of notice of default.

(b) By Lessee if any certificate, permit, license or approval affecting Lessee's ability to use the Premises in the manner originally intended by Lessee is rejected through no fault of

Lessee and after Lessee has used reasonable efforts to maintain such approvals, or if any previously issued certificate, permit, license or approval is cancelled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental agency through no fault of Lessee and after Lessee has used reasonable efforts to maintain such approvals.

(c) By Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification for its Antenna Facilities or for the communications system to which the Antenna Facilities belong or if Lessee elects to terminate this Agreement pursuant to Paragraph 6 due to interference.

(d) By Lessor, for reasons involving public health, safety or welfare. In addition, if the public's health, safety or welfare is endangered by the operations of the Antenna Facilities and Lessee fails to discontinue its operations as soon as is reasonably possible after receipt of notice thereof, and thereafter Lessee is unable to cure the conditions causing the endangerment as soon as practicable but no longer than thirty (30) days after receipt of such notice, Lessor may immediately terminate this Agreement. For purposes of this section 7(d), reasons involving public health, safety or welfare shall be deemed to mean a final determination by the FCC that facilities substantially similar to the Antenna Facilities as operated by Lessee pose an imminent threat to the general public.

(e) By Lessor, if Lessee fails to comply with all applicable federal, state and local laws, including, without limitation, all governmental codes, ordinances, resolutions, standards and policies as now existing or hereafter adopted or amended, including, without limitation, all requirements of the FCC and the Federal Aviation Administration (FAA) within any applicable grace or cure period.

(f) By either party pursuant to Paragraph 16, "Relocation", of this Agreement.

In the event of any termination under this Section, Lessee shall pay Lessor all monies due as of the date of termination, including rent, attorneys' and collection fees. In addition Lessee shall, at its sole expense, return the Premises to the same or better condition than existed on the Commencement Date (normal wear and tear, and casualty beyond Lessee's control, excepted), and shall remove the Antenna Facilities.

8. Taxes. 

9. Insurance and Subrogation. Lessee shall maintain throughout the Term and any Renewal Term of this Agreement, a policy of liability insurance covering the Lessee, which shall name the Lessor as an additional insured, in amounts of no less than the following, in such form

acceptable to Lessor and with such carriers having a rating acceptable to Lessor or AM Best's rating of A- VII, and with deductibles as are ordinary and reasonable in keeping with industry standards as reasonably determined by Lessee:

[REDACTED]

[REDACTED]

[REDACTED]

(d) Lessee may satisfy the insurance requirements set forth herein through a combination of primary and underlying umbrella policies.

10. Indemnity and Hold Harmless.

(a) Disclaimer of Liability.

[REDACTED]

(b) Lessee agrees to indemnify and hold Lessor and Lessor's officers, employees, agents, Council members, contractors, commissioners and invitees harmless from any and all liability, damages or claims, [REDACTED]

[REDACTED]

(c) Lessor agrees to indemnify and hold Lessee and Lessee's officers, employees, agents, contractors, and invitees harmless from any and all liability, damages or claims, [REDACTED]

[REDACTED]

(d) The obligations described in this Paragraph shall survive the expiration or termination of this Agreement.

11. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses, or such other address as a party may from time to time advise in writing:

If to Lessor, to:

City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, Washington 98040

If to Lessee, to;

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator / SE03440

With a copy to:

Attn: Legal Dept. / SE03440

T-Mobile West Corporation
19807 North Creek Parkway N
Bothell, WA 98011
Attn: Lease Administration / SE03440

With a copy to:

Attn: Legal Dept. / SE03440

12. Quiet Enjoyment, Title and Authority. Lessor represents and warrants to Lessee that:

(a) Lessor has full right, power, and authority to execute this Agreement;

(b) Lessor has good and marketable title to the Premises free and clear of any liens, restrictions or mortgages except those matters which are of public record as of the Commencement Date; and

(c) There is direct legal ingress and egress to the Premises for Lessee's use for vehicles and pedestrians from a public right-of-way. Subject to Section 6 of this Agreement, Lessee shall have quiet enjoyment of the Premises during the Term of this Agreement and any Renewal Terms.

13. Environmental Laws.

(a) Lessee represents, warrants and agrees that its use of the Premises and the Property shall be in compliance with all environmental laws, including those described in Exhibit "C" ("Environmental Laws"). "Hazardous Substances" means asbestos or any hazardous substance, waste or material as defined in any federal, state or local environmental or safety law or regulation including, but not limited to, CERCLA.

(b) Lessor represents and warrants that it has no actual knowledge of Hazardous Substance on the Property and that its use of the Property shall be in compliance with all Environmental Laws. Lessee shall not introduce or use any such substance on the Property in violation of any applicable laws.

(c) Lessor shall be responsible for, and shall promptly conduct, any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused by Lessee, that have occurred or which may occur on the Property and which were caused by Lessor, its agents, contractors or employees.

(d) Lessee agrees to defend, indemnify and hold Lessor harmless from and against [REDACTED] that Lessor may suffer due to the release of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, to the extent caused by Lessee's activities on the Property.

(e) Lessor agrees to defend, indemnify and hold Lessee harmless from and against [REDACTED] that Lessee may suffer due to the release of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that are caused by or result from Lessor's activities on the Property.

(f) The indemnifications in this section specifically include costs incurred in connection with any investigation of Premises conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

(g) The provisions of this section will survive the expiration or termination of this Agreement with respect to acts or events occurring prior thereto.

14. Assignment and Subleasing. Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor which shall not be unreasonably withheld, conditioned or delayed; [REDACTED]

[REDACTED] Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein.

15. Successors and Assigns. This Agreement shall run with the Property and shall be binding on and inure to the benefit of the parties, and, subject to Section 14, their respective permitted successors, personal representatives and assigns.

16. Relocation. In the event Lessor desires to redevelop, modify, remodel or in any way alter the Property and/or any improvements located thereon ("Redevelopment"), Lessor shall in good faith use its best efforts to fully accommodate Lessee's continued use of the Premises. Should any proposed Redevelopment necessitate the relocation of the Antenna Facilities, Lessee and Lessor shall use best efforts to find a mutually acceptable alternate location for the Antenna Facilities.

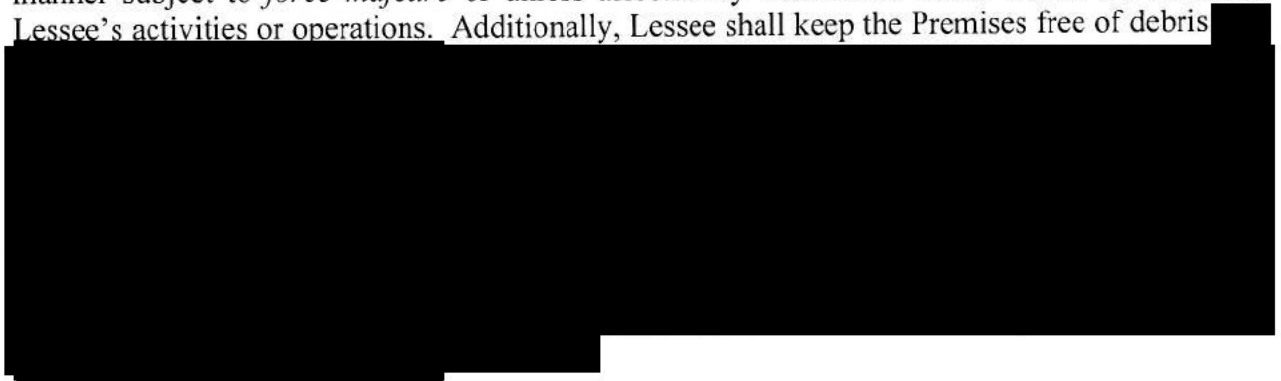
17. Restoration. [REDACTED]

[REDACTED] Restoration of the Property shall be to a condition


that is equivalent to or better than the condition of the Property prior to commencing the installation, operation or maintenance of the Antenna Facilities and in a manner reasonably satisfactory to the Lessor.

18. Maintenance.

(a) Lessee shall, at its own expense, maintain the Premises and Antenna Facilities on or attached to the Premises in a safe condition, in good repair and in a commercially reasonable manner subject to *force majeure* or unless affected by destruction which is not the result of Lessee's activities or operations. Additionally, Lessee shall keep the Premises free of debris



(b) Lessee shall not be required to make any repairs to the Premises or Property



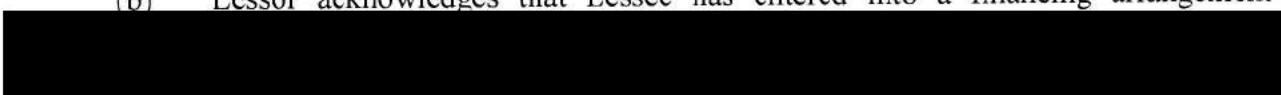
19. Compliance with Laws. Lessee's use of the Premises is subject to its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Lessee shall erect, maintain and operate its Antenna Facilities in accordance with applicable Premises standards, statutes, ordinances, rules and regulations now or hereinafter in effect as may be issued by the Federal Communications Commission, the City of Mercer Island or any other federal, state or other governing bodies. Lessee specifically waives any right to claim that any aspect of this Agreement is contrary to any provision of any local, state or federal law (including the Telecommunications Act of 1996, ESSB 6676 or Titles 35 and 35A of the Revised Code of Washington) in effect as of the date of this Agreement.

20. Waiver of Lessor's Lien.

(a)



(b) Lessor acknowledges that Lessee has entered into a financing arrangement



[REDACTED]

21. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. [REDACTED]

(b) Each party agrees to cooperate with the other in executing any documents necessary to protect its rights or use of the Premises, [REDACTED]

(c) This Agreement shall be construed in accordance with the laws of King County and the State of Washington.

(d) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(e) The parties agree that the terms and conditions of this Agreement are privileged information. [REDACTED]

(f) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(g) If the Premises or the Antenna Facilities are damaged, destroyed, condemned [REDACTED]

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

The Execution Date of this Lease is the date first written above.

LESSOR:

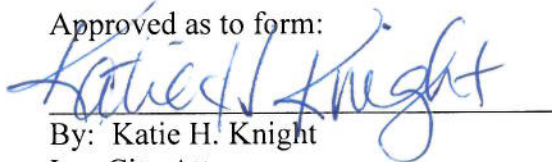
**CITY OF MERCER ISLAND,
a Washington municipal corporation**



By: Richard M. Conrad

Its: City Manager

Approved as to form:



By: Katie H. Knight

Its: City Attorney

LESSEE:

**T-Mobile West Corporation,
a Delaware corporation**



By: Kautilya Lanba

Its: Area Director of Engineering and Operations

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this 19th day of November 2010, before me personally appeared Richard M. Conrad, known to me to be the City Manager of the City of Mercer Island, a Washington municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

EILEEN M. ROBINSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES JAN. 29, 2014

Eileen M. Robinson

Printed Name: Eileen M. Robinson
NOTARY PUBLIC in and for the State of Washington
My commission expires: 1-29-2014

STATE OF Washington)
) ss:
COUNTY OF King)

On this 19th day of November 2010, before me personally appeared _____ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Maria Emig

Printed Name: Maria Emig
NOTARY PUBLIC in and for the State of Washington
My commission expires: 6/29/12

EXHIBIT A

to the Site Lease Agreement dated November 19, 2010 between the City of Mercer Island, a Washington municipal corporation, as Lessor, and T-Mobile West Corporation, a Delaware corporation, as Lessee.

Legal Description

Subject property lies within Right of Way of Island Crest Way, being a portion of the southwest quarter of Section 18, Township 24 North, Range 5 East, W.M., located in City of Mercer Island, County of King, State of Washington; EXCEPT county roads.

EXHIBIT B

To the Site Lease Agreement dated November 19, 2010, between the City of Mercer Island, a Washington municipal corporation, as Lessor, and T-Mobile West Corporation, a Delaware corporation, as Lessee.

The location of the Premises (including easements) described as Island Crest Way PSE, Site No. WASEA572, within the Property is more particularly depicted in the drawings that follow:



1800 NORFOLK DRIVE N
 NORFOLK, VA 23511
 OFFICE (757) 590-7000

PROJECT INFORMATION:
SOUTH ISLAND CREST/PSE
SE034404
 ISLAND CREST WAY PUBLIC ROW
 MERCER ISLAND, WA 98040

ISSUED FOR:
BUILDING PERMIT

REVISION HISTORY:

No.	DATE	DESCRIPTION	CHK.	APP.
1	02/20/10	ISSUE FOR PERMIT	BJT	LC
2	02/20/10	REVISIONS TO PERMIT	BJT	LC
3	02/20/10	REVISIONS TO PERMIT	BJT	LC
4	02/20/10	REVISIONS TO PERMIT	BJT	LC
5	02/20/10	REVISIONS TO PERMIT	BJT	LC
6	02/20/10	REVISIONS TO PERMIT	BJT	LC
7	02/20/10	REVISIONS TO PERMIT	BJT	LC
8	02/20/10	REVISIONS TO PERMIT	BJT	LC
9	02/20/10	REVISIONS TO PERMIT	BJT	LC
10	02/20/10	REVISIONS TO PERMIT	BJT	LC

PLANS PREPARED BY:
B. J. THOMAS, P.E.
 7607 80TH AVE NE
 MARYSVILLE, WA 98270
 206-951-1106

DRAWN BY: CHK. BY: APPV. BY:
 AB, AAL DJT AM

LICENSE:

EQUIPMENT:
 SHOW THE EXACT LOCATION OF ALL EQUIPMENT TO BE INSTALLED ON THE PROJECT. PROVIDE THE MAKE, MODEL AND SERIAL NUMBER OF ALL EQUIPMENT TO BE INSTALLED ON THE PROJECT.

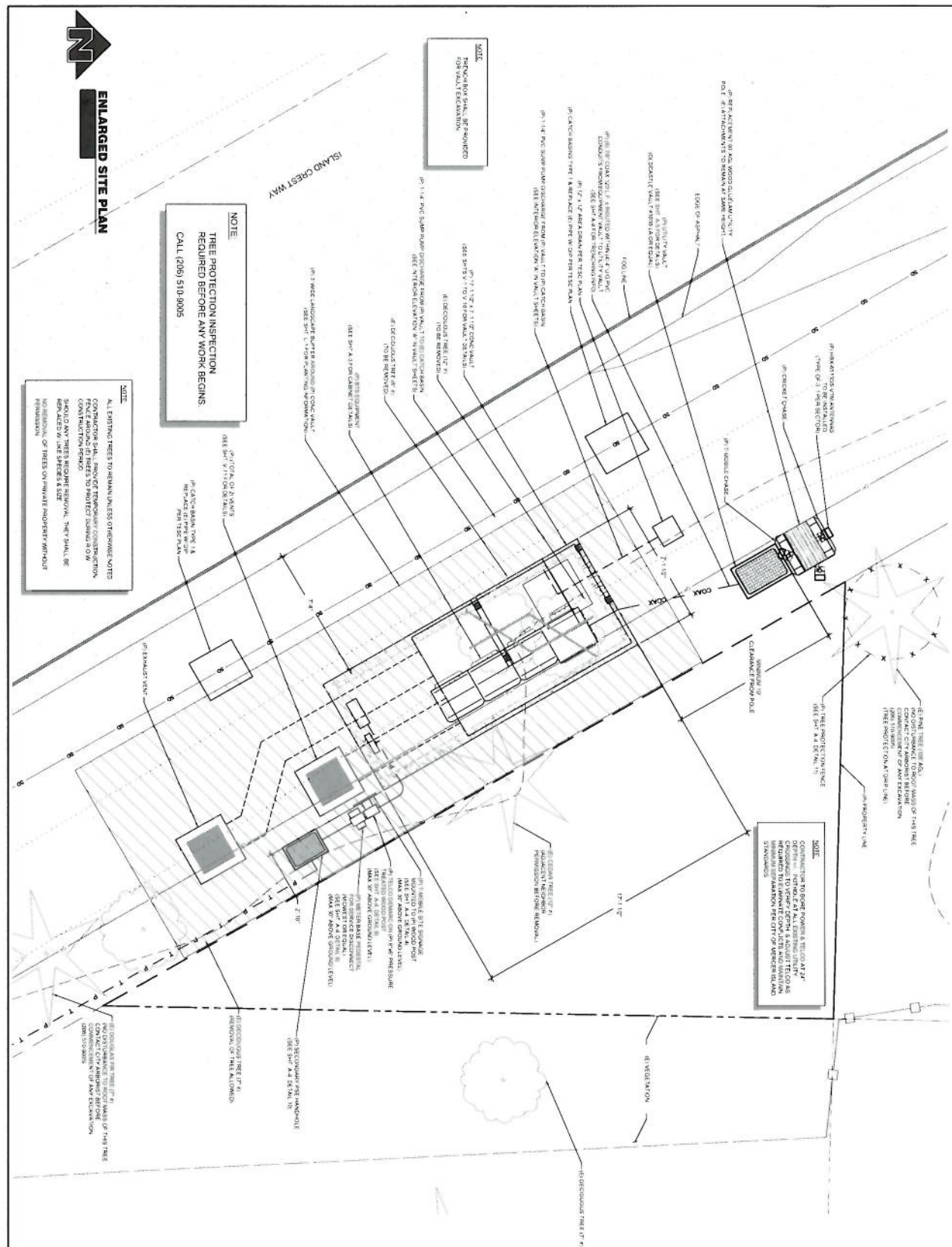
DRAWING INFORMATION:
 THIS DRAWING IS THE PROPERTY OF THE ENGINEER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PARTS OF THIS DRAWING ARE TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

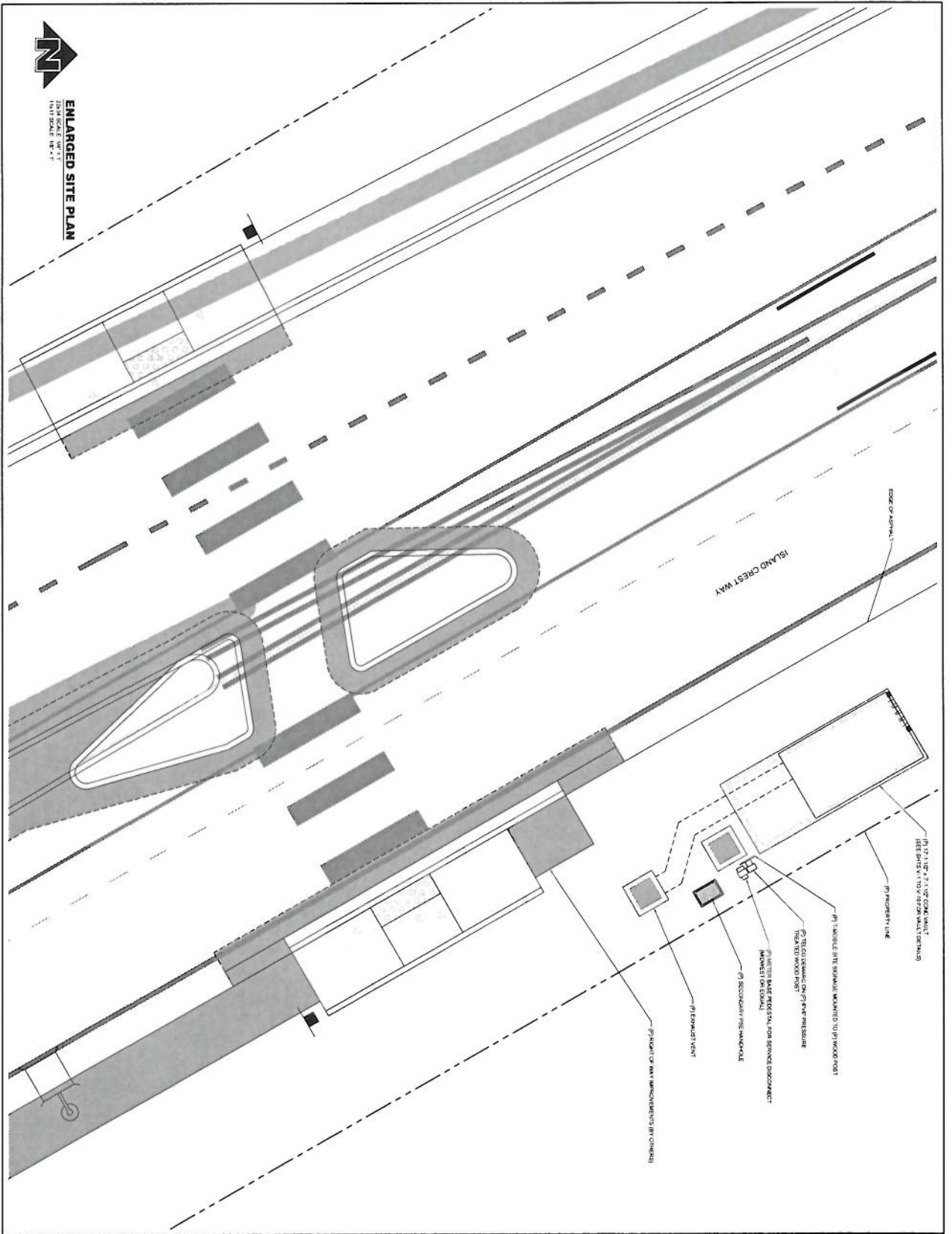
DRAWING TITLE:

ENLARGED SITE PLAN

DRAWING NUMBER:

A-1.2





-Mobile-
 1807 NORTHERN PARK M
 807 W. 12TH ST. SUITE 100
 MERCER ISLAND, WA 98040

PROJECT INFORMATION:
SOUTH ISLAND CREST/PSE
SE03440A
 ISLAND CREST WAY PUBLIC ROW
 MERCER ISLAND, WA 98040

ISSUED FOR:
BUILDING PERMIT

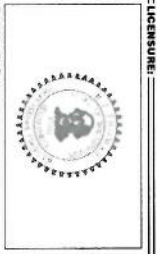
REVISION HISTORY:

NO.	DATE	DESCRIPTION	CHK.	APPV.
1	02/10/10	FINAL DESIGN REVIEW	BJT	LC
2	02/10/10	REVISED PERMITTING AND RECORDING	BJT	LC
3	02/10/10	REVISED PERMIT COMMENT	BJT	LC
4	03/09/10	FINAL APPROVAL	BJT	LC
5	03/09/10	REVISED PERMIT COMMENT	BJT	LC
6	03/09/10	REVISED PERMIT COMMENT	BJT	LC
7	03/09/10	REVISED PERMIT COMMENT	BJT	LC
8	03/09/10	REVISED PERMIT COMMENT	BJT	LC
9	03/09/10	REVISED PERMIT COMMENT	BJT	LC
10	03/09/10	REVISED PERMIT COMMENT	BJT	LC

PLANS PREPARED BY:
B. J. THOMAS, P.E.
 7607 80TH AVE NE
 MARYSVILLE, WA 98270
 206-851-1106

DRAWN BY: CHK, BY: APPV, BY
AB, AAL **BJT** **AM**

LICENSURE:



EQUIPMENT:
 WIRELESS COMMUNICATIONS INFRASTRUCTURE ANTENNAS
 LOCATED ON THE WOOD SHEDS WITH THE
 EXISTING SIGNAGE.

DRAWING INFORMATION:
 DO NOT SCALE DRAWINGS. CONSULT WITH VENDOR FOR
 DIMENSIONS AND LOADS. CONSULT WITH VENDOR FOR
 ALL DIMENSIONS. THE LATEST REVISIONS OF THE
 PERMITTING AND RECORDING REQUIREMENTS SHALL
 GOVERN. ANY OTHER REQUIREMENTS SHALL BE
 GOVERNED BY THE LOCAL JURISDICTION.

DRAWING TITLE:
**ENLARGED SITE PLAN WITH
 PROPOSED RIGHT OF WAY
 IMPROVEMENTS SHOWN**

DRAWING NUMBER:
A-1.3

EXHIBIT C

To the Site Lease Agreement dated November 19, 2010, between the City of Mercer Island, a Washington municipal corporation, as Lessor, and T-Mobile West Corporation, a Delaware corporation, as Lessee.

Environmental Laws

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., and Washington or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this Lease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.