

October 3, 2016

18379

ATTACHMENT A:

PURCHASE AND SALE AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered by and between KING COUNTY, a political subdivision of the State of Washington (the "Seller") and TTL, LLC, a Washington State limited liability company (the "Buyer"). Seller and Buyer are also referred to herein individually as a "Party" or collectively as "Parties." This Agreement shall be effective as of the date it has been executed by both Parties ("Effective Date").

RECITALS

A. Seller is the owner of that certain real property located at 10808 NE 145th Street, Bothell, King County, State of Washington, the legal description of which is attached hereto as EXHIBIT A (the "Real Property").

B. Seller desires to sell the Real Property and Buyer desires to purchase the Real Property.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

ARTICLE 1.

PURCHASE AND TRANSFER OF ASSETS

1.1. **PROPERTY TO BE SOLD.** Seller shall sell and convey to Buyer on the Closing Date (as hereinafter defined) and Buyer shall buy and accept from Seller on the Closing Date the following assets and properties:

1.1.1. all the Seller's right, title and interest in the Real Property as legally described in EXHIBIT A;

1.1.2. all of Seller's right, title and interest in improvements and structures located on the Real Property, if any;

1.1.3. all of Seller's right, title and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to or used in connection with the Real Property ("Personal Property");

1.1.4. all of Seller's easements and other rights that are appurtenant to the Real Property including but not limited to, Seller's right, title, and interest in and to streets, alleys or other public ways adjacent to the Real Property, sewers and service drainage easements, rights of

connection to the sewers, rights of ingress and egress, and leases, licenses, government approvals and permits affecting the Real Property.

Hereinafter, the items listed in Section 1.1 are collectively referred to as the "Property."

1.2 ASSIGNMENT OF LEASE. As of the Closing Date, Seller shall assign to Buyer and Buyer shall assume the lease applicable to the Real Property, which assignment will be substantially in the form attached hereto as **EXHIBIT E**.

ARTICLE 2. PURCHASE PRICE

2.1. PURCHASE PRICE AND PAYMENT. In consideration of the conveyance of the Property, Buyer shall, in full payment therefor, pay to Seller on the Closing Date a total purchase price of Four Million One Hundred Thousand and 00/100 Dollars (\$4,100,000) (the "Purchase Price").

2.2. ALLOCATION OF PURCHASE PRICE. Seller and Buyer agree that the entire Purchase Price is allocable to the Real Property and that the value of the Personal Property, if any, is *de minimis*.

2.3. DEPOSIT. Within two (2) business days after the Effective Date, Buyer shall deliver to First American Title Insurance Company (the "Escrow Agent"), in its capacity as the Parties' closing agent, a promissory note in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000) to be replaced with One Hundred Thousand and 00/100 Dollars (\$100,000) cash upon Buyer's satisfaction of all Contingencies set forth in Section 5.1 of this Agreement (the "Deposit"). The Deposit shall be invested by the Escrow Agent in a money market account, a federally insured investment or such other investment as may be approved by Seller and Buyer in writing. Accrued interest will be added to and become part of the Deposit. Upon deposit with Escrow Agent, the Deposit shall be non-refundable except as otherwise provided in this Agreement. The Deposit shall be applied as a credit against the Purchase Price at the Closing.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES AND CONDITION OF PROPERTY

3.1. WARRANTIES AND REPRESENTATIONS OF SELLER. As of the date hereof and as of the Closing Date, Seller represents and warrants as follows:

3.1.1. ORGANIZATION. The Seller is a political subdivision of the State of Washington duly organized, validly existing and in good standing under the laws of the State of

Washington.

3.1.2. MATERIAL DEFECTS. Seller has no knowledge of any material defect in the property.

3.1.3. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY. The execution, delivery and performance of this Agreement by Seller (i) is within the powers of Seller as a political subdivision of the State of Washington, and (ii) subject to the contingency in section 5.2 of this Agreement, has been or will be on or before the Closing Date, duly authorized by all necessary action of the Seller's legislative authority. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms herein.

3.1.4. NO BROKER. No broker, finder, agent or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby except Kidder Mathews who is entitled to a broker's fee or commission in connection with this Agreement based on an Exclusive Listing Agreement dated September 23, 2015 with Seller. Compensation to Kidder Mathews shall be paid by Seller in accordance with the Exclusive Listing Agreement at Closing.

3.1.5. FUTURE AGREEMENTS. From and after the Effective Date unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer:

(a) enter into any agreement, contract, commitment, lease or other transaction that affects the Property in any way; or

(b) sell, dispose of or encumber any portion of the Property.

3.1.6. FOREIGN PERSON. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701 (a) (30) of the Internal Revenue Code of 1986 ("Code"), as amended and shall deliver to Buyer prior to the Closing an affidavit, as set forth in **EXHIBIT D**, evidencing such fact, and such other documents as may be required under the Code.

3.2. REPRESENTATIONS AND WARRANTIES OF BUYER. As of the date hereof and as of the Closing Date, Buyer represents and warrants as follows:

3.2.1. ORGANIZATION. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Washington. Buyer has all requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

3.2.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY. The execution, delivery and performance of this Agreement by Buyer (i) is within the powers of Buyer as a limited liability company and (ii) has been or will be on or before the

Closing Date, duly authorized by all necessary action of the Buyer's governing authority. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

3.2.3. NO BROKER. No broker, finder, agent or similar intermediary has acted for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby except OfficeLease who is entitled to a broker's fee or commission in connection with this Agreement based on the Exclusive Listing Agreement dated September 23, 2015 referenced in Section 3.1.4. Compensation to OfficeLease shall be paid by Kidders Mathews in accordance with the Exclusive Listing Agreement.

3.3. CONDITION OF PROPERTY.

3.3.1. SELLER DISCLOSURE STATEMENT. To the maximum extent permitted by RCW ch. 64.06, Buyer expressly waives its right to receive from Seller a seller disclosure statement ("Seller Disclosure Statement") and to rescind this Agreement, both as provided for in RCW ch. 64.06. Seller and Buyer acknowledge and agree that Buyer cannot waive its right to receive the section of the Seller Disclosure Statement entitled "Environmental" if the answer to any of the questions in that section would be "yes." Nothing in any Seller Disclosure Statement delivered by Seller creates a representation or warranty by the Seller, nor does it create any rights or obligations in the Parties except as set forth in RCW ch. 64.06. Buyer is advised to use its due diligence to inspect the Property as allowed for by this Agreement, and that Seller may not have knowledge of defects that careful inspection might reveal. Buyer specifically acknowledges and agrees that any Seller Disclosure Statement delivered by Seller is not part of this Agreement.

3.3.2. SELLER DISCLAIMER OF CONDITION OF THE PROPERTY. Except to the extent of Seller's representations and warranties in Section 3.1. of this Agreement, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property (collectively "Condition of the Property"), including, without limitation:

- (a) The water, soil and geology;
- (b) The income to be derived from the Property;
- (c) The suitability of the Property for any and all activities and uses that Buyer or anyone else may conduct thereon;
- (d) The compliance or noncompliance of or by the Property or its operation with any laws, rules, ordinances, regulations or decrees of any applicable governmental authority or body or the zoning or land use designation for the Property;
- (e) The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property;

(f) The manner or quality of the construction or materials, if any, incorporated into the Property and the existence, nonexistence or condition of utilities serving the Property;

(g) The actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70.105D ("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term "Hazardous Substance" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or

(h) Any other matter with respect to the condition of the Property.

3.3.3. BUYER ACCEPTANCE OF CONDITION OF PROPERTY.

(a) Buyer acknowledges and accepts Seller's disclaimer of the Condition of the Property in Section 3.3.2 of this Agreement.

(b) Buyer acknowledges and agrees that, within the Due Diligence Period as defined in Section 5.1 of this Agreement, Buyer will have conducted a physical inspection and made all investigations that Buyer deems necessary in connection with its purchase of the Property. Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and is not relying on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information and no employee or agent of Seller is authorized otherwise. Buyer further acknowledges and agrees that Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, or contractor of Seller, any real estate broker, or any other person.

(c) Upon waiver or satisfaction by Buyer of its contingencies pursuant to Article 5, Buyer acknowledges and agrees that it will thereby approve and accept the Condition of the Property and accordingly agree to purchase the Property and accept the Condition of the Property "AS IS, WHERE IS" with all faults and patent or latent defects, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 3.1. of this Agreement and except to the extent of any fraud or intentional misrepresentation by Seller, Buyer shall have no recourse against the Seller for, and waives, releases and discharges forever the Seller from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, "Losses"), which the Buyer might have asserted or alleged against the Seller arising from or in any way related to the Condition of the Property, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted after transfer of the Property.

3.3.4. INDEMNIFICATION. From and after the Closing Date, Buyer shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against any and all Losses, liability, claim, agency order or requirement, damage and expense relating to or arising out of, directly or indirectly, the Property, including without limitation those relating to the actual or threatened release, disposal, deposit, seepage, migration or escape of Hazardous Substances at, from, into or underneath the Property, and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations. This Section 3.3.4 shall not apply to the extent any claim or agency order or requirements are governed by the lease required by Section 10.5.

3.4. RISK OF LOSS. Until the Closing Date, the risk of loss relating to the Property shall rest with the Seller. Risk of Loss shall be deemed to include any property damage occurring as a result of an "Act of God," including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

**ARTICLE 4.
TITLE MATTERS**

4.1. CONVEYANCE. Seller shall convey to Buyer the title to the Property by bargain and sale deed in substantially the form attached hereto as **EXHIBIT B**, subject only to the leases identified in Sections 1.2 and 10.5 of this Agreement, the Permitted Exceptions (as defined below), the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed exceptions and exclusions contained in the form of title insurance policy required by Section 4.4 of this Agreement.

4.2. TITLE COMMITMENT. Buyer shall within fifteen (15) days after the Effective Date obtain a preliminary commitment for an owner's standard coverage policy of title insurance (the "Title Commitment") issued by First American Title Insurance Company (the "Title Company"), describing the Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price for the Property. At such time as the Title Company causes the Title Commitment to be furnished to Buyer, the Title Company shall further cause to be furnished to Buyer legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property.

4.3. REVIEW OF TITLE COMMITMENT. Buyer shall have until twenty-five (25) days after the Effective Date (the "Review Period") in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment ("Buyer's Objections"). Any exceptions or other items that are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions ("Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall notify Buyer within ten (10) days after Seller receives Buyer's Objections of any exceptions to title which Seller will not remove or otherwise resolve ("Seller's Response"), and Buyer may, at Buyer's option, either proceed to Closing and thereby waive the Buyer's Objections not cured, in which case such exceptions to title shall be Permitted Exceptions, or Buyer may terminate this Agreement by notice to Seller within ten (10) days after receipt of Seller's Response or the date it was due, whichever occurs first. If the Title Company issues a supplement to the Title Commitment that identifies new exceptions, the procedure set forth in this Section 4.3 shall apply to such supplement, except that Buyer will have seven (7) days to make Buyer's Objections to any new exception, Seller shall have five (5) days to provide Seller's Response, and the Closing Date will be extended for the period necessary to allow the procedures set forth herein to be completed with regard to a timely objection.

4.4. OWNER'S TITLE INSURANCE POLICY. At the Closing, Buyer shall cause an owner's policy of title insurance to be issued by the Title Company in the full amount of the Purchase Price, effective as of the Closing Date, insuring Buyer that the fee simple title to the Property is vested in Buyer, subject only to the leases identified in Section 1.2 and 10.5 of this Agreement, the Permitted Exceptions, the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the

printed exceptions and exclusions contained in the form of title insurance policy required by the Title Company. The obligation of Buyer to provide the title policy called for herein shall be satisfied if, at the Closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Buyer, to issue the policies in the form required by this Section. If requested in writing by Seller, Buyer shall provide a copy of such binding commitment to Seller to verify satisfaction of this obligation as a condition to Seller being obligated to close. Buyer shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

ARTICLE 5. CONTINGENCIES

5.1. DUE DILIGENCE INSPECTION AND FEASIBILITY. Buyer shall satisfy itself by investigation and inspection, at its cost and expense in its sole and absolute discretion, that the condition of the Property for Buyer's contemplated use meets with its approval ("Due Diligence Contingency"). If Buyer is not satisfied with the condition of the Property, Buyer may terminate this Agreement by delivering written notice of termination to Seller within forty five (45) days of the Effective Date ("Due Diligence Period"). In such event this Agreement shall terminate, the promissory note shall be returned to Buyer and the Parties shall have no further obligations hereunder. If Buyer fails to give such notice to terminate within the Due Diligence Period or affirmatively gives notice that this Due Diligence Contingency is satisfied or waived within the Due Diligence Period, Buyer shall be obligated hereunder without further contingency and the promissory note shall be replaced with cash as described in Section 2.3 of this Agreement, nonrefundable to Buyer except in the event of a default hereunder by Seller. Seller and Buyer may agree in writing to extend the Due Diligence Period.

5.1.1. INSPECTIONS. During the Due Diligence Period, Buyer, its designated representatives or agents shall have the right at its own expense to (a) perform any and all tests, inspections, studies, surveys or appraisals of the Property deemed necessary, on any subject, by the Buyer (subject to the limitations set forth below and Section 5.1.2 Right of Entry); (b) obtain a Phase I or Phase II Environmental Assessment on the Property and perform any and all tests, inspections and studies deemed necessary therewith; (c) examine all due diligence materials related to the Property that Buyer may reasonably request from Seller that are in Seller's possession and about which Seller has knowledge, and that are not protected as attorney work product, by the attorney-client privilege or by other similar confidentiality protections; (d) determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Buyer's proposed development of the property; and (e) determine whether Buyer's proposed development of the property is economically feasible.

5.1.2. RIGHT OF ENTRY. Buyer and Buyer's designated representatives or agents shall have the right and Seller hereby grants to Buyer and Buyer's designated representatives the right to enter the Property and conduct tests, investigations and studies set forth in this Article 5 upon three (3) days advance written notice; provided that such right of entry will be limited to those times and dates that will not disrupt Seller's use of, or Seller's operations and activities on

the Property. Invasive tests of the Property, such as drilling or excavation shall be subject to Seller's prior written approval, which Seller shall not unreasonably withhold. If invasive tests are performed by Buyer, Seller may elect to obtain split samples of any sampling that is obtained and reimburse the Buyer for the costs thereof. The Buyer will not be permitted to undertake activities that damage the Property. In connection with any such inspections and tests, Buyer agrees to hold harmless, indemnify and defend Seller, its officers, agents and employees, from and against all claims, losses, or liability for injuries, sickness or death of persons, including employees of Buyer ("Claims") caused by or arising out of any act, error or omission of Buyer, its officers, agents, contractors, subcontractors or employees in entering the Property for the above purposes, except to the extent the Claims are caused by or arise out of any act, error or omission of Seller, its officers, agents and employees.

5.1.3 RIGHT OF ENTRY INSURANCE. Prior to the entry of Buyer or its contractors for invasive testing of the Property such as drilling or excavation, the entering party(ies) shall submit evidence of (1) Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (2) Automobile liability insurance in the amount of \$1,000,000; (3) Contractor's Pollution insurance in the amount of \$1,000,000 per claim and in the aggregate; and (4) Stop Gap/Employers Liability coverage in the amount of \$1,000,000. King County, its officers, officials, agents and employees shall be named as additional insureds.

5.2. METROPOLITAN KING COUNTY COUNCIL APPROVAL CONTINGENCY. Seller's performance under this Agreement is contingent on approval by ordinance of the conveyance of the Property by the Metropolitan King County Council ("Council Approval Contingency"). The Council Approval Contingency will be satisfied if an ordinance passed by the Metropolitan King County Council approving the conveyance of the Property becomes effective within one hundred twenty (120) days of the Effective Date ("Council Approval Period"). Seller may extend the Council Approval Period for up to an additional ninety (90) days. If the Council Approval Contingency is not satisfied within the Council Approval Period, this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder. If the Council Approval Contingency is satisfied within the Council Approval Period, Seller shall be obligated hereunder without further contingency except in the event of a default hereunder by Buyer.

ARTICLE 6. COVENANTS OF SELLER PENDING CLOSING

6.1. CONDUCT, NOTICE OF CHANGE. Seller covenants that between the Effective Date and the Closing Seller shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties and matters which relate solely to an earlier date), and all covenants of Seller set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided for in this Agreement. Seller shall give Buyer prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or

elsewhere in this Agreement which occurs prior to the Closing.

**ARTICLE 7.
COVENANTS OF BUYER PENDING CLOSING**

7.1. CONDUCT, NOTICE OF CHANGE. Buyer covenants that between the Effective Date and the Closing Buyer shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Buyer set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided in this Agreement. Buyer shall give Seller prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

**ARTICLE 8.
CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

All obligations of Buyer to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Seller shall exert its best efforts to cause each such condition to be fulfilled:

8.1. DELIVERY OF DOCUMENTS. Seller shall have delivered to Buyer at or prior to the Closing all documents required by the terms of this Agreement to be delivered to Buyer.

8.2. OBLIGATIONS. All obligations required by the terms of this Agreement to be performed by Seller at or before the Closing shall have been properly performed in all material respects.

8.3. TITLE. Seller shall have cured any exceptions to title to which Buyer objected within the Review Period in Section 4.3 and to which Seller agreed to remove or resolve under Section 4.3, unless Seller's obligation to remove or resolve has been waived by Buyer.

8.4. CONDEMNATION. No portion of the Property shall have been taken or damaged by any public or quasi-public body, and Seller shall not have transferred any portion of the Property to any such body in lieu of condemnation.

**ARTICLE 9.
CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS**

All obligations of Seller to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Buyer shall exert its best efforts to cause each such condition to be so fulfilled:

9.1. DELIVERY OF DOCUMENTS. Buyer shall have delivered to Seller at or prior to Closing all documents required by the terms of this Agreement to be delivered to Seller.

9.2. OBLIGATIONS. All obligations required by the terms of this Agreement to be performed by Buyer at or before the Closing shall have been properly performed in all material respects.

9.3. TITLE. The Title Company shall be irrevocably committed to issue an owner's policy of title insurance for the full amount of the Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Exceptions and the other exceptions allowed for under Section 4.4 of this Agreement.

ARTICLE 10. CLOSING

10.1. CLOSING/CLOSING DATE. The Closing shall take place within fifteen (15) days following the removal of all the contingencies in Article 5 of this Agreement or on Thursday September 1, 2016, whichever occurs later, or such other date as may be mutually agreed upon by the Parties ("Closing Date"). On or before the Effective Date, the Parties shall set up an escrow account with the Escrow Agent. The Escrow Agent shall serve as closing agent for the transaction contemplated herein and Closing shall occur in the offices of the Escrow Agent in Seattle, Washington.

10.2. PRORATIONS. Real property taxes and assessments shall be prorated as of the Closing Date. Seller shall pay the cost of one-half (½) of the escrow fee charged by the Escrow Agent, any real estate excise or other transfer tax due, and its own attorneys' fees. Buyer shall pay one-half (½) of the escrow fee charged by the Escrow Agent, the premium for the title insurance and any costs of the preliminary and binding title commitments, the recording fees for the deed and its own attorneys' fees. Except as otherwise provided in this Agreement, the Parties shall each be responsible for their own costs and expenses incurred.

10.3. SELLER'S DELIVERY OF DOCUMENTS AT CLOSING. At the Closing, Seller will deliver to Buyer via escrow with the Escrow Agent the following properly executed documents:

10.3.1. A bargain and sale deed conveying the Property substantially in the form of **EXHIBIT B** attached hereto;

10.3.2. A bill of sale and assignment duly executed by the Seller in substantially the form of **EXHIBIT C**, attached hereto for the Personal Property, if any;

10.3.3. A seller's certificate of non-foreign status substantially in the form of **EXHIBIT D**, attached hereto.

10.3.4. An assignment of lease as required by Section 1.2 of this Agreement substantially in the form of **EXHIBIT E** attached hereto;

10.3.5. The lease as required by Section 10.5 of this Agreement substantially in the form of **EXHIBIT F** attached hereto.

10.4. BUYER'S DELIVERY OF PURCHASE PRICE AND DOCUMENTS AT CLOSING. At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent cash or immediately available funds in the amount of the Purchase Price, less the Deposit made under Section 2.3. of this Agreement, the assignment required by Section 1.2 of this Agreement and the lease required by Section 10.5 of this Agreement.

10.5. EXECUTION AND COMMENCEMENT DATE OF LEASE. The Parties shall execute a lease in substantially the form attached hereto as **EXHIBIT F** under which Seller shall lease the premises described in the lease from Buyer commencing on the Closing Date. The parties shall execute and deliver the lease to the Escrow Agent on or before the Closing Date. Any personal property in the premises subject to the lease shall be disposed of in the manner described in the lease, and shall not be conveyed to Buyer under Section 1.1 of this Agreement or the Bill of Sale called for by this Agreement.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1. NON-MERGER. Each statement, representation, warranty, indemnity, covenant, agreement and provision in this Agreement shall not merge in, but shall survive the Closing of the transaction contemplated by this Agreement unless a different time period is expressly provided for in this Agreement.

11.2. DEFAULT AND ATTORNEYS' FEES.

11.2.1. DEFAULT BY BUYER. In the event Closing does not occur due to default or material breach by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement and retain the Deposit as liquidated damages. Buyer expressly agrees that the retention of the Deposit by Seller represents a reasonable estimation of the damages in the event of Buyer's default, that actual damages may be difficult to ascertain and that this provision does not constitute a penalty. Buyer and Seller acknowledge and agree that these damages have been specifically negotiated and are to compensate Seller for taking the Property off the market and for its costs and expenses associated with this Agreement.

11.2.2. DEFAULT BY SELLER. In the event Closing does not occur due to default or material breach of Seller, Buyer's sole remedies shall be to terminate this Agreement and receive a refund of the Deposit, or, alternatively, to seek specific performance to enforce this Agreement.

11.2.3. ATTORNEY'S FEES. In any action to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

11.3. TIME.

11.3.1. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.

11.3.2. COMPUTATION OF TIME. Any reference to "day" in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Agreement shall mean any calendar day that is not a "Legal Holiday." A Legal Holiday under this Agreement is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050. Any period of time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day, as the case may be, after the event starting the period and shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

11.4. NOTICES. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

If to Buyer: Angela D. Lepley
Tangerine Travel, Ltd.
16017 Juanita Woodinville Way NE
Ste. 201
Bothell, WA 98011

If to Seller: King County
King County Facility Management Division
Real Estate Services Section
500 Fourth Avenue, Room 830
Seattle, WA 98104
Attn: Manager, Real Estate Services Section

With a copy to: King County Prosecuting Attorney's Office
Civil Division
King County Courthouse
516 3rd Avenue, Suite W400
Seattle, WA 98104
Attention: John Briggs, Senior Deputy Prosecuting
Attorney

11.5. ENTIRE AGREEMENT AND AMENDMENT. This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all Parties.

11.6. SEVERABILITY. In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

11.7. WAIVER. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

11.8. BINDING EFFECT. Subject to Section 11.14 below, this Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

11.9. LEGAL RELATIONSHIP. The Parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

11.10. CAPTIONS. The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

11.11. COOPERATION. Prior to and after Closing the Parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement.

11.12. GOVERNING LAW AND VENUE. This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

11.13. NO THIRD PARTY BENEFICIARIES. This Agreement is made only to and for the benefit of the Parties, and shall not create any rights in any other person or entity.

11.14. ASSIGNMENT. Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent.

11.15. NEGOTIATION AND CONSTRUCTION. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be

and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

11.16. SELLER'S KNOWLEDGE. Any and all representations or warranties or other provisions in this Agreement that are conditioned on terms such as "to Seller's knowledge" or "about which Seller has knowledge" are made to and limited by the present, actual knowledge of Jim Loveless, who is an employee of King County, and is a Sales Supervisor of the Real Estate Services Section of the Facilities Management Division of the Department of Executive Services. Jim Loveless has made no inquiries or investigations with respect to Seller's representations or warranties or other provisions prior to the making thereof and has no duty to undertake the same.

11.17. INDEMNIFICATION TITLE 51 WAIVER. The indemnification provisions in Sections 3.3.4 and 5.1.2 of this Agreement are specifically and expressly intended to constitute a waiver of the Buyer's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Seller only, and only to the extent necessary to provide the Seller with a full and complete indemnity of claims made by the Buyer's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11.18. COUNTERPARTS. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

11.19. EXHIBITS. The following exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT A	Legal Description
EXHIBIT B	Bargain and Sale Deed
EXHIBIT C	Bill of Sale and Assignment
EXHIBIT D	Certificate of Non-Foreign Status
EXHIBIT E	Assignment of Lease
EXHIBIT F	Lease

[SIGNATURES ON THE NEXT PAGE]

October 3, 2016

EXECUTED on the dates set forth below.

SELLER: KING COUNTY

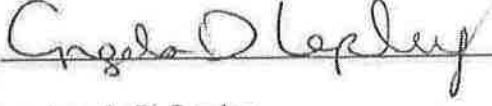
By:  _____

Name: Anthony Wright

Title: Director, Facilities Management Division

Date: 6/6/2016

BUYER: TTL, LLC

By:  _____

Name: Angela D. Lepley

Title: Sole Member

Date: 5/30/16

APPROVED AS TO FORM:

By:  _____

John Briggs

Senior Deputy Prosecuting Attorney

EXHIBIT A.

LEGAL DESCRIPTION

THAT PORTION OF LOT 4 OF KING COUNTY SHORT PLAT NO. 980008, ACCORDING TO SHORT PLAT RECORDED OCTOBER 6, 1981 UNDER RECORDING NO. 8110060576, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE NORTH 01°52'03" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 42.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WEST LINE NORTH 01°52'03" EAST 375.28 FEET;
THENCE SOUTH 88°41'37" EAST 325.00 FEET; THENCE SOUTH 06°00'36" EAST 230.83 FEET;
THENCE SOUTH 27°47'15" WEST 161.55 FEET TO THE NORTHERLY MARGIN OF NORTHEAST 145TH STREET AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 6254553;
THENCE NORTH 89°02'11" WEST ALONG SAID NORTHERLY MARGIN 286.04 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B.

BARGAIN AND SALE DEED

AFTER RECORDING RETURN TO:

KING COUNTY
REAL ESTATE SERVICES SECTION
500 FOURTH AVENUE, ROOM 830
ATTN: KATE DONLEY

BARGAIN AND SALE DEED

Grantor - - King County, Washington
Grantee - - TTL, LLC
Legal - - - See Exhibit A to Bargain and Sale Deed
Tax Acct. - 172605-9021-02

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. _____, does hereby bargain, sell and convey unto the Grantee, TTL, LLC , a Washington limited liability company, the following the real property situate in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference, subject to the permitted exceptions set forth in EXHIBIT A.

GRANTOR
KING COUNTY

GRANTEE
TTL, LLC

BY: _____

BY: Angela D. Lepley

TITLE: Director,
Facilities Management Division

TITLE: _____

DATE: _____

DATE: _____

Approved as to Form:

By _____
Senior Deputy Prosecuting Attorney

NOTARY BLOCKS APPEAR ON NEXT PAGE

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Anthony Wright, to me known to be the Director of the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington, residing

at _____

City and State

My appointment expires _____

NOTARY BLOCK FOR ANGELA D. LEPLEY

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Angela D. Lepley, to me known to be the _____, who executed the foregoing instrument and acknowledged to me that SHE was authorized to execute said instrument on behalf of the _____ for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington, residing

at _____

City and State

My appointment expires _____

EXHIBIT A
TO BARGAIN AND SALE DEED

LEGAL DESCRIPTION

THAT PORTION OF LOT 4 OF KING COUNTY SHORT PLAT NO. 980008, ACCORDING TO SHORT PLAT RECORDED OCTOBER 6, 1981 UNDER RECORDING NO. 8110060576, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE NORTH 01°52'03" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 42.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WEST LINE NORTH 01°52'03" EAST 375.28 FEET;
THENCE SOUTH 88°41'37" EAST 325.00 FEET; THENCE SOUTH 06°00'36" EAST 230.83 FEET;
THENCE SOUTH 27°47'15" WEST 161.55 FEET TO THE NORTHERLY MARGIN OF NORTHEAST 145TH STREET AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 6254553;
THENCE NORTH 89°02'11" WEST ALONG SAID NORTHERLY MARGIN 286.04 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTIONS TO TITLE

SUBJECT TO: [permitted exceptions will be determined in accordance with the process identified in Article 4 of the Agreement and inserted in the final deed].

EXHIBIT C.

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE is made as of this _____ day of _____, 2016, by KING COUNTY, a political subdivision of the State of Washington ("Seller"), in favor of TTL, LLC, a limited liability company ("Buyer"), with reference to the following facts.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer all of Seller's right, title and interest in and to any and all equipment, furniture, furnishings, fixtures and other tangible personal property owned by Seller that is attached, appurtenant to or used in connection with the real property legally described on the attached Exhibit A.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

SELLER:

By: _____

Name: Anthony Wright

Title: Director, Facilities Management Division

EXHIBIT D.

**Seller's Certification of Non-Foreign Status under
Foreign Investment in Real Property Tax Act (26 U.S.C. 1445)**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by King County ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 91-6001327;
4. Transferor's office address is King County Facilities Management Division, Real Estate Services Section, Room 800 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated this ___ day of _____, 2016.

King County, Transferor:

By: _____
Name: Anthony Wright
Title: Director, Facilities Management Division

EXHIBIT E

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Assignment") is entered into this ____ day of _____, 2016, by and between KING COUNTY, a political subdivision of the State of Washington (the "County") and TTL, LLC ("Buyer").

WHEREAS, the County has leased certain real property on the Northshore Public Health Center property to New Cingular Wireless PSC, LLC ("Lessee") pursuant to the Lease Agreement dated August 1, 2000, as amended by the Agreements and Amendments of Lease dated March 6, 2001, August 22, 2001, September 14, 2005, June 28, 2012, October 11, 2012 and July 31, 2015 ("Lease"), which is attached as Exhibit A;

WHEREAS, the County and the Buyer have reached an agreement for transfer of ownership of the Northshore Public Health Center from the County to the Buyer;

WHEREAS, the Lease should accordingly be assigned to the Buyer;

NOW THEREFORE, in consideration of the mutual promises made in this Assignment and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment. The County hereby assigns, transfers and conveys to the Buyer all of the County's right, title, and interest in and to the Lease.
2. Assumption. The Buyer hereby accepts and assumes all of the County's right, title and interest in and to the Lease and assumes all obligations of any kind or nature under the Lease that arise after the date of this Assignment. The Buyer agrees for itself, its successors and assigns, to defend, indemnify, and hold harmless the County, its appointed and elected officials and employees, from and against any and all claims, liability, damages, demands, suits, judgments, costs, including attorney fees and costs of defense, which are caused by, arise out of, or are incidental to the Buyer's breach or violation of the terms of the Lease or this Assignment.
3. Counterparts. This Assignment may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories shall be deemed to be one original document.
4. Applicable Law. This Assignment shall be governed by the laws of the State of Washington.

October 3, 2016

5. No Other Amendments. Except as otherwise modified or amended by this Assignment, all of the terms and conditions of the Lease remain unchanged.

Dated as of the date and year first above written.

KING COUNTY

TTL, LLC

By _____

By _____

Its _____

Its _____

Approved as to Form:

King County
Senior Deputy Prosecuting Attorney

NOTARY BLOCKS APPEAR ON NEXT PAGE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____

Notary Public

Print Name

My commission expires

(Use this space for notarial stamp/seal)

October 3, 2016

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____

Notary Public

Print Name

My commission expires

(Use this space for notarial stamp/seal)

October 3, 2016

Exhibit A to Assignment Agreement (Purchase and Sale Agreement Exhibit E) consisting of:

Communication Site Lease—27 pages

Lease Amendment #1 – 11 pages

Lease Amendment #2 – 7 pages

Amendment No. 3 to Communication Site Lease – 6 pages

Amendment #4 to Communication Site Lease – 4 pages

Amendment #5 to Communication Site Lease – 18 pages

Amendment No. 6 to Communication site Lease – 6 pages

October 3, 2016

Lease #: 1696

Site Name: Northshore

COMMUNICATION SITE LEASE

THIS LEASE is made by and between **King County**, a municipal corporation and political subdivision of the State of Washington, hereinafter called "Lessor," and **AT&T Wireless Services of Washington**, an Oregon Corporation, hereinafter called "Lessee."

AGREEMENT

In consideration of the mutual covenants contained in this Lease, the parties agree as follows:

1. **Premises:** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, upon the following terms and conditions, Premises located in King County, Washington, currently comprising, as of the Commencement Date of this Lease, approximately six hundred thirty (630) square feet (18' x 35') of space for an equipment shelter and approximately nine (9) square feet of space for a monopole at the specific locations identified on the site plan, attached to this Lease as **Exhibit A**, located within the site of the Northshore Health Clinic at 10808 N.E. 145th St., Bothell, Washington, with the following legal description:

That portion of Lot 4 of Short Plat No. 980008, according to the Short Plat recorded under King County Recording No. 8110060576, described as follows: Beginning at the Southwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 17, Township 26 North, Range 5 East, W.M.; Thence North $01^{\circ}52'03''$ East along the West line of said Southeast $\frac{1}{4}$ 42.00 feet to the true point of beginning; Thence continuing along said West line North $01^{\circ}52'03''$ East 375.28 feet; Thence south $88^{\circ}41'37''$ East 325.00 feet; Thence south $06^{\circ}00'36''$ East 230.83 feet; Thence south $27^{\circ}47'15''$ West 161.55 feet to the Northerly Margin of N.E. 145th Street as conveyed to King County by Deed recorded under Recording No. 6254553; Thence North $89^{\circ}02'11''$ West along said Northerly margin 286.04 feet to the True Point of Beginning.

2. **Term:** This lease term shall be for five (5) years and shall commence on August 1, 2000 and shall end on July 31, 2005, ("Commencement Date") unless terminated sooner as provided herein and in the General Terms and Conditions, (attached to this Lease as **Exhibit B**): Lessee reserves the right to extend this Lease for additional five (5) year periods, subject to mutual agreement by both parties.

3. **Rent, Offset and Leasehold Excise Tax :**

A. Upon commencement of this Lease, Lessee shall pay to Lessor a rent of ONE THOUSAND and FIVE HUNDRED DOLLARS (\$1,500) per month for Lessee's Use of the Premises. The rent shall increase on the first anniversary of the Commencement Date of this Lease,

and Lessee shall pay to Lessor a rent of ONE THOUSAND, SEVEN HUNDRED and FIFTY DOLLARS (\$1,750) per month for Lessee's Use of the Premises from August 1, 2001 through and including July 31, 2002. Beginning on August 1, 2002, the rent shall increase annually for the remaining three (3) years of this Lease on the anniversary of the Commencement Date of this Lease by five percent (5%) of the then current rental rate. Thus, beginning on August 1, 2002, through July 31, 2003, Lessee shall pay to Lessor a rent of ONE THOUSAND, EIGHT HUNDRED, THIRTY SEVEN DOLLARS and FIFTY CENTS (\$1,837.50) per month for Lessee's Use of the Premises.

B. No offset, reduction or credit toward rent shall be allowed unless approved in advance and in writing by Lessor.

C. Lessee shall also pay to Lessor a leasehold excise tax of 12.84% of the rental rate. If the State of Washington or King County shall change the leasehold excise tax, the tax payable shall be correspondingly changed. Thus, based upon a current rate of 12.84% of rent (as of the Commencement Date of this Lease), the Lessee shall pay a leasehold excise tax of ONE HUNDRED, NINETY TWO DOLLARS and SIXTY CENTS (\$192.60) per month on the rent of one thousand and five hundred dollars (\$1,500) per month. The leasehold excise tax shall increase corresponding to any and all increases in rental rate. If Lessee should become exempt from payment of leasehold excise tax pursuant to this Lease, it shall produce either an official certificate or letter of exemption to Lessor, signed by the appropriate state government official, or other official documents acceptable to Lessor, in its sole discretion, at which time Lessor shall cease collecting the leasehold excise tax pursuant to this paragraph and Lessee shall no longer be obligated to pay said tax to Lessor.

D. The leasehold excise tax and all rent owing shall be made payable to the KING COUNTY OFFICE OF FINANCE and is to be received in the office of the:

King County Property Services Division
500 King County Administration Building
500 Fourth Avenue
Seattle, Washington 98104

All rent owing and all taxes shall be payable in advance, without prior notice or demand, on the first (1st) day of each month of the lease term. If this Lease is terminated at a time other than the last day of the month, rent shall be prorated as of the date of termination. Said rent shall be exclusive of any other sale, franchise, business or occupation or other tax based on rents. Should any other such tax or any fee apply during the life of this Lease, the payment due by Lessee shall be increased by such amount.

4. Use of Premises:

A. Lessee shall use said Premises for the installation, operation, maintenance, repair and/or disconnection of a cellular antenna system, operating at a frequency of 850 MHz, including

three (3) panel antennas concealed within a fiberglass cylinder located on a fifty-five foot (55') "extendable" monopole (with light fixture), an equipment shelter containing six bays of radios, power, three (3) telephone circuits and generator plug with cable run from the equipment shelter to the monopole running under or east of the parking curbs at the east end of the parking lot and other supporting equipment (the "Antenna Facilities"), as identified on the Lessee's Equipment List, attached to this Lease as **Exhibit C**, and as located on the Site Plan, attached to this Lease as **Exhibit A**, together with the non-exclusive right of ingress to and egress from the Premises for the foregoing purposes, consistent with Lessor's rules and standards pertaining to the Northshore Health Clinic site. Lessee shall not use the Premises for any other purpose without the prior written consent of Lessor.

B. Lessee shall also plant new, healthy landscaping around the outside perimeter of the Premises and along the eastern boundary of the site, as located on the Site Plan, attached to this Lease as **Exhibit A**, such landscaping to be subsequently maintained by Lessor.

C. Lessor gives to Lessee the nonexclusive right to use any common areas designated by Lessor, provided that Lessee, at all times, conforms to Lessor's rules and standards pertaining to such common areas. Lessor shall retain exclusive control and management of all common areas.

5. **General Terms and Conditions:** Attached hereto as **Exhibit B** and incorporated herein by reference are the General Terms and Conditions. The General Terms and Conditions shall constitute terms of this Lease in addition to those stated herein. In the event of a conflict or inconsistency between the terms of this Lease herein and the General Terms and Conditions, the terms of this Lease, as included herein, shall control.

6. **Entire Agreement - Amendments:** This Lease, together with the attached General Terms and Conditions and any and all exhibits attached hereto, shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Lease shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

7. **Notices:** Subject to Section 18 (Early Termination), Paragraph E (Termination Process) of the General Terms and Conditions (attached to this Lease as **Exhibit B**), required notices, except legal notices, shall be given in writing to the following respective addresses, effective as of the post-mark time and date, or to such other place as may hereafter be designated by either party in writing:

If to LESSOR, to:

King County Property Services Division
500 King County Administration Building
500 Fourth Avenue
Seattle, Washington 98104

October 3, 2016

If to LESSEE, to:

AT&T Wireless Service of Washington
617 Eastlake Avenue East
Seattle, WA 98109
ATTN: Real Estate Manager

8. **Compliance with all Laws and Regulations:** Lessee's use of the Premises shall be contingent upon its obtaining all certificates, permits, zoning and other approvals which may be required by any federal, state or local authority. Lessee shall erect, install, maintain and operate its Antenna Facilities in compliance with site rules and standards, permits and approvals, laws and regulations, now in effect or which may become effective hereafter by any federal, state or local authority including, but not limited to, all laws and regulations relating to non-ionizing electromagnetic radiation (NIER), radio frequency emissions, other radiation and health and safety in connection with the use of the Antenna Facilities and Premises.

9. **Exhibits:** The following exhibits are attached hereto and incorporated herein by reference:
A. Site Plan;
B. General Terms and Conditions; and
C. Lessee's Equipment List.

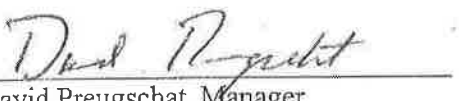
10. **Severability:** The unenforceability, invalidity or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or void, and such other provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease on the dates specified below.

LESSEE:
AT&T Wireless Services of Washington

LESSOR:
King County, Washington

By: 
Louis Levy
System Development Manager

By: 
David Preugschat, Manager
Property Services Division

Date: 9/1/2000

Date: 6/15/2000

APPROVED AS TO FORM ONLY:

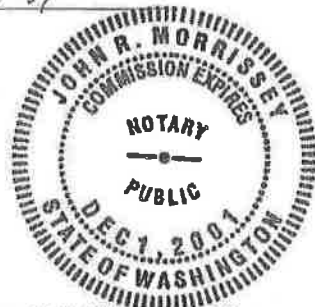
By: 
Robert Stier, Senior Deputy Prosecuting Attorney
King County, Washington

Date: 6-14-00

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that Dave Preugschat signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument and acknowledged it as the Manager of the Property Services Division of the Department of Construction and Facility Management of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: 6/15/00



[Signature]
NOTARY PUBLIC

John R. Morrissey
(printed name)

in and for the State of Washington residing at
Moxxie, wa. My appointment
expires 12-1-01.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that Louis Levy signed this instrument, on oath stated that he was authorized by AT&T Wireless Services of Washington to execute the instrument and acknowledged it as the System Development Manager of AT&T Wireless Services of Washington to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

Date: JUNE 1, 2000

Cheryl-Lyn Samuels
Notary Public, State of Washington
My Appointment Expires Sept. 27, 2003

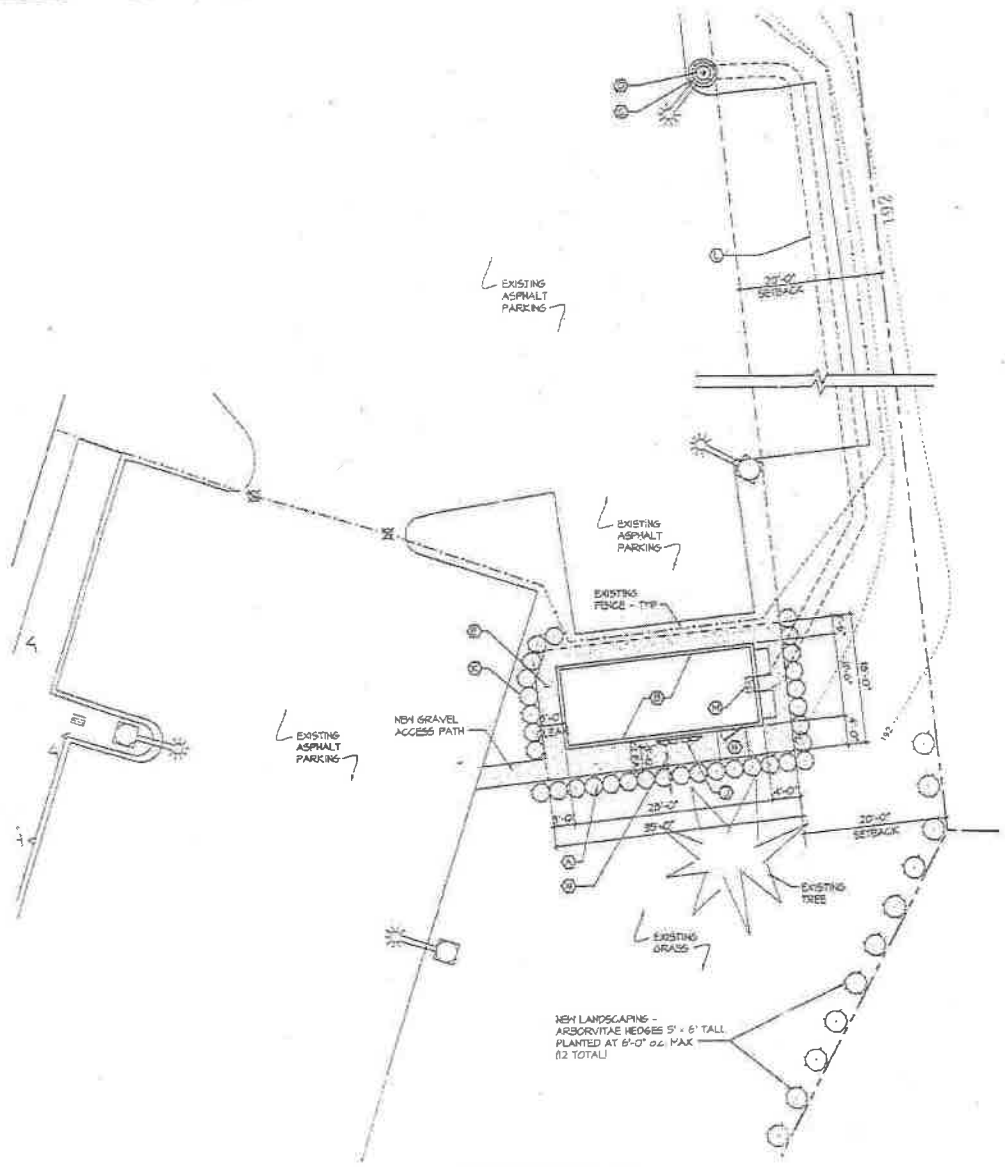
[Signature]
NOTARY PUBLIC

CHERYL-LYN SAMUELS
(printed name)

in and for the State of Washington residing at
SNODGRASS COUNTY. My appointment
expires SEPT 27, 2003

KEY N.Y. 3

- (A) 17'-0" x 35'-0" (630 SQ. FT.) LEASE AREA.
- (B) 11'-6" x 20'-0" PREMANUFACTURED EQUIPMENT SHELTER. SEE SHEET 5-I FOR FOUNDATION PLAN AND DETAILS.
- (C) 55'-0" STEEL MONOPOLE. REPLACE EXISTING LIGHT POLE AND RELOCATE EXISTING LIGHT FIXTURE TO NEW POLE (LOCATE POLE AS REQUIRED TO SAVE EXISTING TREE WITHIN AREA).
- (D) 20'Ø x 3'-0" HIGH FIBERGLASS ANTENNA ENCLOSURE.
- (E) GRAVEL COMPOUND WITHIN PROJECT AREA. SEE DETAIL 2/A-4.
- (F) NOT USED.
- (G) NOT USED.
- (H) 4' x 4' CONCRETE STOOP. SEE STRUCTURAL SHEET 5-I.
- (I) ELECTRICAL PANEL MOUNTING FRAME. SEE DETAIL 1/A-4.
- (J) NEW LANDSCAPING - ARBORVITAE HEDGES 5' - 6' TALL PLANTED AT 2'-6" MAX O.C. (TYP. 3 SIDES)
- (L) COAX CABLES IN CONDUITS RUN UNDERGROUND TO STEEL MONOPOLE. PLACE EAST OF EXISTING CURB. REMOVE CURB AND ASPHALT AS NECESSARY w/ OWNER APPROVAL. PATCH TO MATCH EXISTING. SEE DETAIL 4-I & 5/A-4.
- (M) CONCRETE SLAB/FLOOR PENETRATION FOR COAX CABLES/CONDUITS. SEE DETAIL 2/A-4.
- (N) NEW POWER AND TELCO TRENCH (1) 4" POWER CONDUIT AND (1) 2" TELCO CONDUIT.



ENLARGED EQUIPMENT PLAN
SCALE: 1/8"=1'-0"

EXHIBIT A

NO.	DATE	BY	REVISION
1			ISSUE FOR PERMITS
2			ENLARGED EQUIPMENT PLAN
3			ISSUE FOR PERMITS

Drawn by: JMS
Checked by: JMS
Approved by:

DATE ISSUED FOR:
 - PERMITS
 - ZONING PERMIT
 - PRELIM. SP REVIEW
 - SHEDDING PERMIT
 - SP REVIEW
 - CONSTRUCTION

AT&T
Wireless Services

SWANSON
ARCHITECTURAL GROUP
2015 1/2 AVENUE, SUITE 200
FAIRFAX, VA 22031-1544
TEL: (703) 261-1544
FAX: (703) 261-1544
(424) 320-0216

Project ID:	site no.: 5B25
site name:	OSKAMS
Sheet Title:	ENLARGED EQUIPMENT PLAN
Sheet No.:	A-2

October 3, 2016

Lease #: 1696

Site Name: Northshore

GENERAL TERMS AND CONDITIONS

1. **License, Fees and Taxes:** Lessee shall pay, as they become due and payable, all applicable taxes and all fees, charges and expenses for licenses and/or permits required for or occasioned by Lessee's use of the Premises.

2. **Late Payments:**

A. **Late Charges.** Lessee acknowledges that the late payment by Lessee of any rent or additional rent will cause Lessor to incur administrative, collection, processing and accounting costs and expenses not contemplated under this Lease, the exact amount of which is extremely difficult or impracticable to fix. Therefore, if any rent or additional rent is not received by Lessor from Lessee by the tenth (10th) day of the month, Lessee shall immediately pay Lessor a late charge equal to five percent (5%) of the amount of such rent or seventy-five dollars (\$75.00), whichever is greater. Lessor and Lessee agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Lessor for its loss caused by Lessee's nonpayment. Should Lessee pay the late charge but fail to pay contemporaneously therewith all unpaid amounts of rent or additional rent, Lessor's acceptance of this late charge shall not constitute a waiver of Lessee's default with respect to Lessor's nonpayment nor prevent Lessor from exercising all other rights and remedies available to Lessor under this Lease or under law. In addition to all other charges, Lessee shall pay a charge of one hundred and fifty dollars (\$150.00) to Lessor for preparation of a demand for delinquent rent or additional rent or a notice of default.

B. **Interest.** In addition to all other charges, Lessee shall pay to Lessor interest at a rate of two percent (2%) per month or the maximum legal rate of interest, whichever is less, on any delinquent rent or additional rent not received by Lessor by the tenth (10th) day of the month that it is due.

3. **Lessee Improvements:**

A. **Rights and Ownership.** Lessee shall have the right to install, maintain, repair and/or disconnect the Antenna Facilities on the Premises, at its expense and in accordance with good engineering practices, all applicable laws and rules and the terms of this Lease. The Antenna Facilities shall remain the property of Lessee during the term of the Lease and any extension or hold-over, and Lessee may remove all or a portion of the same from time to time without Lessor's consent. Upon final termination of the Lease, any Antenna Facilities remaining on the Premises shall become the property of the Lessor without compensation to Lessee. Lessor retains the right to require removal of the Antenna Facilities pursuant to Section 19 (Surrender of Premises) of these General Terms and Conditions.

B. **Plans and Drawings.** Lessee's installation of all Antenna Facilities shall be done according to plans approved by the Lessor. However, Lessor's approval of such plans shall not

constitute a warranty of such plans or the assumption of any liability for such plans by Lessor. Within thirty (30) days after the commencement of this Lease, Lessee shall provide Lessor as-built drawings of the Antenna Facilities, which show the actual location of all equipment and improvements consistent with the plans approved by Lessor. Such drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property and Antenna Facilities. Lessor reserves the right to require Lessee to shield the Antenna Facilities from view.

C. Repair of Damage. Any damage done to the Premises, tower, rooftop or other of Lessor's property or to other tenants' premises, equipment or property during installation, operation, maintenance, repair and/or disconnection of Lessee's Antenna Facilities shall be repaired or replaced within ten (10) days at Lessee's expense and to Lessor's sole satisfaction.

D. Collocation and Cooperation. Lessee shall design, construct and locate its Antenna Facilities to reasonably allow for maximum collocation of antenna facilities of other providers who are or may become tenants on the Premises. Lessee shall cooperate with each new tenant in connection with its locating and placing antenna facilities on the tower, rooftop or other property and in the radio equipment building or other ancillary support facility.

E. Licenses. Lessee shall provide Lessor with a copy of its Federal Communications Commission ("FCC") license at the time of execution of this Lease. Lessee shall clearly and conspicuously label all equipment with Lessee's name and frequency number(s) including, but not limited to, permanently marked, weatherproof tags at the following locations: (a) at each antenna bracket, (b) at the transmission line building entry point, (c) at the interior wall feed and (d) at any transmitter combiner, duplexer or multifed receiver port. No equipment other than that which is consistent with this Lease and set forth in Lessee's Equipment List, attached hereto and incorporated by reference as **Exhibit C**, completed and provided to Lessor shall be installed by Lessee without Lessor's consent.

F. Replacement Facilities. Lessee may update or replace the Antenna Facilities from time to time with the prior written approval of Lessor, provided that the replacement facilities are not greater in number or size than the existing facilities and that any change in their location is approved in advance and in writing by Lessor. Lessor's approval of such updated or replaced Antenna Facilities, however, shall not constitute a warranty of such Antenna Facilities or the assumption of any liability for such Antenna Facilities by Lessor. Lessee shall submit to Lessor a detailed proposal for any such replacement facilities and any supplemental materials as may be requested for Lessor's evaluation and approval. As technology advances and improved antennae are developed and reasonably available, Lessor may require, in its sole discretion, the replacement of existing antennae with the improved antennae, as long as the installation and use of the improved antennae are practical and technically feasible.

4. Utilities: Lessee shall be responsible for obtaining any utility service to the Premises. Lessee shall pay or cause to be paid, when due, all costs, expenses, fees, services and charges of all kinds for heat, light, water, gas, sewer, power, emergency power, telephone or other utilities or services used, rendered or supplied to the Premises during the term of this Lease or any extension or hold-over so that the same shall not become a lien against the Premises. Installation and improvement of utilities to service the Premises shall be completed at the sole cost and

expense of Lessee. Meters or submeters may be required by Lessor to be installed at the sole cost and expense of Lessee. The route of the utilities installation shall be approved, in advance, by Lessor. Lessee shall not install any form of emergency or alternative power system without the prior written consent of Lessor. If an emergency power generator or alternate power system is installed on the Premises, it shall conform with all fire prevention regulations of the fire district and any other governmental agency with jurisdiction. Lessor shall not be liable for any interruption of utility services or failure of emergency power or any damages or other losses resulting from such interruption or failure.

5. **Signs:** No advertising shall be permitted on the Premises except as required by law or regulation. Lessee may post its name, address and an emergency telephone number on a painted sign, provided the design, size and location is approved in writing and in advance by Lessor.

6. **Maintenance:**

A. **Duties.** Lessee shall, at its own expense, maintain the Premises and all Antenna Facilities in good working order, condition and repair and in accordance with accepted industry standards of technology and equipment. Lessee shall keep the Premises free of graffiti, debris and anything of a dangerous or toxic nature or which would create an unsafe or unsanitary condition or undue vibration, heat, noise or interference.

B. **Failure to Maintain.** If, after thirty (30) days' written notice from Lessor, Lessee fails to maintain or repair any part of the Premises or Antenna Facilities, Lessor may, but shall not be obligated to, enter upon the Premises and perform such maintenance or repair, and Lessee agrees to pay the costs thereof to Lessor upon receipt of a written demand. Any unpaid sums under this paragraph shall be payable no later than ten (10) days following written demand and shall be subject to all charges and interest set forth in Section 2 (Late Payments) of these General Terms and Conditions.

7. **Interference:**

A. **General Duty.** Lessee's installation, operation, maintenance, repair and/or disconnection of its Antenna Facilities shall be in accordance with any site rules and standards, as specified by Lessor, including, but not limited to, the Western Washington Cooperative Interference Committee Engineering Standard #6, and shall not damage or interfere with, in any way, Lessor's use of its tower, rooftop or other property or related repair and maintenance or such activities of other tenants. Lessee further agrees that its Antenna Facilities or its installation, operation, maintenance, repair and/or disconnection of the same shall not cause any interference with any public safety communication system, whether such system is existing, planned or yet to be constructed; provided, however, that if interference occurs, Lessee shall immediately cure the interference upon verbal or other actual notice by Lessor or the public safety communication system or shall otherwise cease using the Antenna Facilities or cease other actions creating the interference until the interference is eliminated or reduced to a standard acceptable to the public safety communications system.

B. **Interference by Lessee.** Lessee agrees to cease all such actions which materially interfere with Lessor's use of its tower, rooftop or other property or such activities of other tenants immediately upon actual notice of such interference, provided, however, in such case, Lessee shall

have the right to terminate the Lease pursuant to Section 18 (Early Termination) of these General Terms and Conditions. Any interference caused by Lessee or by other tenants or communication providers affecting Lessee shall not result in liability to Lessor.

C. Interference with Lessee. Subject to Paragraphs A and B of this Section 7, Lessee shall provide Lessor with written notice if unreasonable interference with the quality of the communications service rendered by Lessee occurs. If such interference is not cured or mitigated by the offending third-party communication provider(s) at no expense to the Lessee or Lessor within forty-eight (48) hours of receipt of such notice, Lessor shall make reasonable efforts, but shall not be obligated to commence legal proceedings, to cause such other provider(s) to immediately cease use of its antenna facilities, or portion thereof, causing such interference until such time as the interference is cured.

D. Interference Studies. Lessor may require, at Lessee's expense, a certified evaluation indicating that each antenna will not interfere with existing antennae or proposed antennae. In addition, upon installation of Lessee's Antenna Facilities or anytime thereafter, Lessor may conduct, at Lessee's expense, an interference study indicating whether Lessee's use of the Premises does or will interfere with Lessor's use or proposed use of its property or the use of existing tenants' antenna facilities. In the event that such a study indicates that Lessee's use does or will potentially interfere, Lessor may require Lessee, at Lessee's expense, to relocate its antenna and other equipment so as to minimize or eliminate the interference to the extent Lessor deems necessary.

E. Lessor's Reservation of Rights. Lessor, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve its property including, but not limited to, leasing portions of its property to others or granting to others a license or lease to use Lessor's property including, but not limited to, for antenna facilities.

8. Relocation: Lessor reserves the right to require Lessee to relocate its Antenna Facilities, or any portion thereof, to another location on the tower, rooftop or other property which will provide a substantially equivalent level of service, as determined by Lessor. Lessee shall complete the relocation of its facilities within thirty (30) days after written notice from Lessor. The relocation shall be at Lessee's expense, unless the relocation demand results from Lessor's desire to lease space to an additional non-government tenant and Lessee's original location is deemed by Lessor as reasonably allowing for maximum utilization of the tower, rooftop or other property by Lessor and other tenants, in which case, the non-government tenant shall be obligated to reimburse Lessee for the reasonable cost of relocation. The placement of any temporary antenna facilities in or around the Premises by Lessee during this relocation shall be subject to the prior written approval of Lessor.

9. Assignment or Sublease:

A. General Prohibition - Consent Required. Lessee shall not assign or transfer this Lease or any interest or rights therein, nor delegate its duties under this Lease, nor sublease the whole or any part of the Premises, nor grant an option for assignment, delegation, transfer or sublease for the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable, delegatable or transferable by operation of law, or by any process or proceeding of any

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court or otherwise without obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld. If Lessor gives its consent to any assignment, delegation, sublease or other transfer, this paragraph shall nevertheless continue in full force and effect, and no further assignment, delegation, sublease or other transfer shall be made without Lessor's consent.

B. Assignments and Transfers Included. The following shall be deemed an assignment or transfer of this Lease by Lessee within the meaning of this Section 9:

- i. a change in the ownership of fifty percent (50%) or more of the outstanding shares of any class of voting stock of Lessee's corporation, determined based upon stock ownership at the time of the execution of this Lease;
- ii. an addition or withdrawal of a shareholder owning twenty percent (20%) or more of the voting shares of any class of stock;
- iii. a transfer to any successor in interest of fifty percent (50%) or more of the assets or business of Lessee;
- iv. a transfer to any other entity to which Lessee conveys or otherwise transfers ownership of and/or management responsibility for its Antenna Facilities;
- v. any merger or share exchange;
- vi. a change in or withdrawal, addition or substitution of a general partner if Lessee is a limited partnership;
- vii. a transfer of interest in a partnership resulting in fifty percent (50%) or more of the entire partnership interest; and/or
- viii. an addition or withdrawal of a partner or member owning twenty percent (20%) or more interest in a limited liability partnership or limited liability company if Lessee is such a partnership or company.

C. Notice by Lessee – Production of Records. If Lessee desires to assign, delegate, sublease or transfer, or grant an option for assignment, delegation, sublease or transfer for, the whole or part of the Premises, or any portion of this Lease or any interest therein, Lessee shall notify Lessor in writing of said desire to assign, delegate, sublease, transfer or to grant an option and the details of the proposed agreement at least sixty (60) days prior to the proposed date of assignment, delegation, sublease, transfer or grant to a third party. The notification shall include, but not be limited to, the proposed date of the assignment, delegation, sublease, transfer or grant, a description of the expected terms of the assignment, delegation or sublease or other transfer or grant and a full disclosure of any and all payments and any and all other consideration of any kind to be received by Lessee. Upon request by Lessor, Lessee shall provide:

- i. a financial statement of the proposed assignee, delegatee, sublessee, transferee or grantee;

- ii. a copy of the assignment, delegation, sublease or other transfer or grant document;
- iii. an affidavit from the proposed assignee, delegatee, sublessee, transferee or grantee stating it has examined this Lease, has had the opportunity to consult with legal counsel regarding the terms of the Lease and understands all such terms and conditions, agrees to assume and be bound by all of the Lessee's obligations and covenants under this Lease as if it were the original Lessee hereunder; and
- iv. any other documents or information requested by Lessor related to the assignment, delegation, sublease or other transfer or grant.

D. Approval by Lessor -- Fees. Lessor shall review the request and respond with either an approval or disapproval of the request not later than ten (10) days prior to the proposed date of assignment, delegation, sublease, transfer or grant. Disapproval of any such request shall be final and binding on the Lessee and not subject to arbitration. Lessor shall charge to Lessee a reasonable fee for administrative costs for the review and processing of any assignment, delegation, sublease or other transfer or grant.

E. Assignment Premium. If Lessee assigns its interest, Lessee shall pay Lessor, as additional rent, seventy-five percent (75%) of the Assignment Premium derived from the assignment. "Assignment Premium" shall mean all rent, additional rent and other moneys, property and other consideration of every kind whatsoever received by Lessee from the assignee for, or by reason of, the assignment (including all amounts received by Lessee for any Included Property, as defined in this Section 9).

F. Sublease Premium. If Lessee subleases its interest, Lessee shall pay Lessor, as additional rent, fifty percent (50%) of the Sublease Premium derived from the sublease. "Sublease Premium" shall mean all rent, additional rent and other moneys, property and other consideration of every kind whatsoever received by Lessee from the sublessee for, or by reason of, the sublease (including all amounts received by Lessee for any Included Property, as defined in this Section 9). Lessee shall also pay to Lessor leasehold excise tax on Sublease Premiums, as required by law.

G. Changes in Assignment and Sublease Premiums. Lessee shall immediately notify Lessor of all changes in Assignment and/or Sublease Premiums received by Lessee or agreed to by sublessee and Lessee, without prior demand or request by Lessor. Lessor shall have the right to audit and inspect the books and records of Lessee and subleases and/or assignments entered into by Lessee relating to the Premises to verify the accuracy of all Assignment and Sublease Premiums paid or owing to Lessor. Any underpayment revealed by such audit or inspection shall be paid by Lessee with interest at the rate set forth in Section 2 (Late Payments) of these General Terms and Conditions, along with the reasonable costs and expenses of the audit or inspection.

H. Included Property. "Included Property" shall mean the leasehold improvements added by the Lessee and any non-removable fixtures purchased by the Lessee attached thereto that are transferred to the assignee or sublessee as part of the assignment, sublease or other transfer. The

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value of the included property shall be documented by appropriate appraisals, financial statements or other business records prepared by an independent and qualified source.

I. Payment of Assignment and/or Sublease Premium. Lessee shall pay the Assignment Premium to Lessor within ten (10) days before the effective date of the assignment. Lessee shall pay the Sublease Premium to Lessor at the same time and under the same conditions, and subject to the same late charges and interest, as rent is paid or as otherwise determined by Lessor.

10. As Is Condition: Lessee acknowledges that the Premises are leased "as is," and Lessor makes no representations or warranties regarding the Premises, the radio equipment building, tower, rooftop or other of its property, any environmental defect or condition on or in the same, the suitability of the same for Lessee's intended use or compliance of Lessor's property with applicable environmental laws and regulations. Lessor has no obligation to keep the Premises, the radio equipment building, tower, rooftop or other of its property in its current condition or to make any changes or improvement in facilities, services or any other functions or to augment any security services.

11. Indemnity and Hold Harmless:

A. Lessee's Obligations. Pertaining to the Premises, Lessee's Use of Premises, this leasehold interest and the Antenna Facilities, Lessee agrees to indemnify and hold Lessor harmless as provided herein to the maximum extent possible under law. Accordingly, the Lessee agrees for itself, its successors and assigns, to defend, indemnify and hold harmless Lessor, its appointed and elected officials and employees from and against any and all liability for claims, demands, suits and judgments including, but not limited to, the costs thereof, without regard to whether such claims, demands, suits or any allegations are groundless, false or fraudulent, for injury to persons, death or property damage which is caused by, arises out of or is incidental to Lessee's exercise of rights and privileges granted under this Lease, except to the extent of Lessor's sole negligence or intentional misconduct. The Lessee's obligations under this Section 11 shall include, but are not limited to:

i. Defense and indemnification from such claims, whether or not they arise from Lessee's sole negligence, the concurrent negligence of both parties or the negligence or intentional acts of one or more third parties;

ii. Defense and indemnification from any claim arising from Lessor's authorization or approval of this Lease or the existence or operation of the Antenna Facilities or Lessee's Use of Premises or any emissions therefrom, except to the extent that said claim arises from the installation and operation of equipment placed on the Premises by Lessor;

iii. The duty to promptly accept tender of defense and provide defense to Lessor at Lessee's own expense;

iv. Defense and indemnification from claims made by Lessee's own employees or agents; and

v. Waiver of Lessee's immunity, as respects the Lessor only, under the Industrial Insurance Provisions of RCW Title 51, but only for the sole purpose and only to the extent necessary to indemnify Lessor, which waiver has been mutually negotiated by the parties.

B. Attorney's Fees and Expenses. In the event it is necessary for Lessor to incur attorneys' fees, legal expenses or other costs to enforce the provisions of this Lease, all such fees, expenses and costs shall be recoverable from the Lessee.

C. Statutory Limitations. In the event it is determined that RCW 4.24.115 applies to this Lease, Lessee agrees to defend, hold harmless and indemnify Lessor to the maximum extent permitted thereunder. In such event, Lessee agrees to defend, indemnify and hold harmless Lessor for claims by Lessee's employees and agrees to waiver of its immunity under RCW Title 51 for the purpose of indemnity only, which waiver has been mutually negotiated by the parties.

D. Construction Defects. Lessor shall not be liable to Lessee for claims or damages arising from any defect in the construction or in the present condition of the Premises or Lessor's property, whether known or unknown, or for damage by storm, rain or leakage or any other occurrence.

12. Insurance:

A. Insurance Required. By the date of execution of this Lease, the Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Use of Premises hereunder by Lessee, its agents, representatives and employees. The cost of such insurance shall be paid by the Lessee. By requiring such minimum insurance coverage, the Lessor shall not be deemed or construed to have assessed the risks that may be applicable to the Lessee under this Lease. The Lessee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

B. For All Coverages. Each insurance policy shall be written on an "Occurrence" form.

C. Minimum Scope of Insurance. Coverage shall be at least as broad as: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering Commercial General Liability.

D. Minimum Limits of Insurance. The Lessee shall maintain limits for General Liability no less than \$1,000,000 combined single limit per occurrence and, for those policies with an aggregate limit, a \$2,000,000 aggregate limit.

E. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions shall be declared to the Lessor.

F. Other Insurance Provisions. The insurance policies required in this Lease are to contain or be endorsed to contain the following provisions:

i. King County, its officers, officials, employees and agents are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of the Lessee in connection with this Lease.

ii. To the extent of Lessee's negligence, the Lessee's insurance coverage shall be primary insurance with respect to King County, its officers, officials, employees and agents. Any insurance or self-insurance maintained by King County, its officers, officials, employees or agents shall not contribute with the Named Insured's insurance or benefit the Named Insured in any way.

iii. Lessee's insurance shall apply separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer's liability.

G. Change in Coverage. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) days' prior written notice has been given to Lessor.

H. Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII or, if not rated with Bests' with minimum surpluses, the equivalent of Bests' surplus size VIII. Any exceptions shall be approved by Lessor. Lessee maintains the right to place coverage with the insurance provider of its choosing. If the selected provider has a Bests' rating lower than that specified above, Lessor approval shall be required. Lessee further maintains the right to institute a self-insurance program subject to Lessor's approval. Approval of such policies or programs shall not be unreasonably withheld or be construed to offer any guarantee of coverage to the Lessee by Lessor.

I. Verification of Coverage. Lessee shall furnish Lessor with certificate(s) of insurance and with endorsement(s) required by this Lease. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on standard forms and are to be received by Lessor prior to the commencement of this Lease. If Lessor becomes involved in litigation arising out of, or is incidental to the Lessee's rights or privileges granted by this Lease, Lessor shall reserve the right to require complete certified copies of all required insurance policies.

13. Hazardous Materials and Environmental Compliance:

A. Definitions. "Hazardous Materials" as used in this Lease shall mean:

i. Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease-producing substances; or

ii. Any dangerous waste or hazardous waste as defined in:

a. Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105); or

b. Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or

iii. Any hazardous substance as defined in:

a. Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); or

b. Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or

iv. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by any applicable federal, state or local laws or regulations as now existing or hereafter amended.

B. Environmental Compliance.

i. In its use and occupancy of the Premises, the Lessee shall, at the Lessee's own expense, comply with all federal, state and local laws and regulations now or hereafter in effect related to Hazardous Materials and the environment which are applicable to the Premises, Lessee's business or any activity or condition on or about the Premises ("the Environmental Laws"). The Lessee warrants that its business and all its activities to be conducted or performed in, on or about the Premises shall comply with all of the Environmental Laws. The lessee agrees to change, reduce or stop any non-complying activity or install necessary equipment, safety devices, pollution control systems or other installations as may be necessary at any time during the term of this Lease to comply with the Environmental Laws.

ii. The Lessee shall not, without first obtaining the Lessor's prior written approval, use, generate, release, handle, spill, store, treat, deposit, transport, sell or dispose of any Hazardous Materials in, on or about the Premises. In the event, and only in the event, that the Lessor approves any of the foregoing, the Lessee agrees that such activity shall occur safely and in compliance with the Environmental Laws.

iii. The Lessee shall not cause or permit to occur any violation of the Environmental Laws on, under or about the Premises, or arising from the Lessee's use or occupancy of the Premises.

iv. The Lessee shall, in a timely manner and at the Lessee's own expense, make all submissions to, provide all information required by and comply with all requirements of all governmental or regulatory authorities ("the Authorities" or "Authority") with jurisdiction under the Environmental Laws. If the Lessee fails to fulfill any duty imposed under this Section 13 within a reasonable time, the Lessor may do so; and in such case, the Lessee shall cooperate with the Lessor in order to prepare all documents the Lessor deems necessary or appropriate to determine the applicability of the Environmental Laws to the Premises and the Lessee's use or occupancy thereof, and for compliance with the Environmental Laws, and the Lessee shall execute all documents promptly upon the Lessor's request. No such action by the Lessor and no attempt

made by the Lessor to mitigate damages shall constitute a waiver of any of the Lessee's obligations under this Section 13.

v. Should any Authority demand that a cleanup or remediation plan be prepared and that a cleanup or remediation be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials which occurs during the term of this Lease at or from the Premises, or which arises at any time from the Lessee's use or occupancy of the Premises, then the Lessee shall, in a timely manner and at the Lessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and the Lessee shall carry out all such cleanup or remediation plans. Any such cleanup or remediation plans are subject to the Lessor's prior written approval. Although the Lessor reserves the right to review and approve such cleanup or remediation plans, the Lessor assumes no responsibility for such plans or their compliance with the Environmental Laws.

C. Indemnification.

i. The Lessee shall be fully and completely liable to the Lessor for any and all cleanup and/or remediation costs and expenses and any and all other charges, expenses, fees, penalties (civil and criminal) imposed by any Authority arising out of the Lessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials on or about the Premises. The Lessee shall indemnify, defend and save the Lessor harmless from any and all of the costs, expenses, fees, penalties and charges assessed against or imposed upon the Lessor (as well as the Lessor's reasonable attorney's fees, costs and expenses) by any Authority as a result of the Lessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials or as a result of the Lessee's failure to provide all information, make all submissions and/or take all steps required by all Authorities under the Environmental Laws.

ii. The Lessee shall indemnify and hold the Lessor harmless from any and all claims, liabilities, lawsuits, damages and expenses, including reasonable attorney's fees, for injuries to persons or death, property damage, loss or costs caused by or arising from the use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials by the Lessee or any of its agents, representatives or employees on or about the Premises.

D. Reporting Requirements. The Lessee shall comply with the Environmental Laws requiring the submission, reporting or filing of information concerning Hazardous Materials with the Authorities and shall provide to the Lessor a full copy of any such submission, filing or report as submitted within fifteen (15) days of such submission.

E. Right to Check on the Lessee's Environmental Compliance. The Lessor expressly reserves the right to conduct, and the Lessee shall fully cooperate in allowing, from time to time, such examinations, tests, inspections and reviews of the Premises as the Lessor, in its sole and absolute discretion, shall determine to be advisable in order to evaluate any potential environmental problems.

F. Remedies. Upon any default by the Lessee under this Section 13, the Lessor shall be entitled to the following rights and remedies in addition to any other rights and remedies that may be available to the Lessor:

- i. At the Lessor's option, to terminate this Lease immediately; and/or
- ii. At the Lessor's option, to perform such response, remediation and/or cleanup as is required to bring the Premises and any other property owned by Lessor affected by the Lessee's default into compliance with the Environmental Laws and to recover from the Lessee all of the Lessor's costs and expenses in connection therewith; and/or
- iii. To recover from the Lessee any and all damages associated with the default including, but not limited to, response, remediation and cleanup costs, expenses and charges, civil and criminal penalties and fees, adverse impacts on marketing the Premises or any other property owned by Lessor, loss of business and sales by Lessor and other of Lessor's lessees, diminution of value of the Premises and/or other property owned by Lessor, the loss of or restriction of useful space in or on the Premises and/or other property owned by Lessor, and any and all damages and claims asserted by third parties and the Lessor's attorney's fees, costs and expenses.

G. Remediation on Termination of Lease.

i. Upon the expiration or earlier termination of this Lease, the Lessee shall remove, remediate or clean up any Hazardous Materials on, or emanating from, the Premises, and the Lessee shall undertake whatever other action may be necessary to bring the Premises into full compliance with the Environmental Laws ("Termination Cleanup"). The process for such Termination Cleanup is subject to the Lessor's prior written approval. Although the Lessor reserves the right to review and approve the Termination Cleanup process, the Lessor assumes no responsibility for it or its compliance with the Environmental Laws.

ii. If the Lessee fails or refuses to commence the Termination Cleanup process, or fails to reasonably proceed toward completion of such process, the Lessor may elect to perform such Termination Cleanup after providing the Lessee with written notice of the Lessor's intent to commence Termination Cleanup and after providing the Lessee a reasonable opportunity, which shall not be less than ninety (90) days after such notice (unless the Lessor is given notice by a government or regulatory agency with jurisdiction over such matter that Termination Cleanup must commence within a shorter time), to commence or resume the Termination Cleanup process. If the Lessor performs such Termination Cleanup after said notice and the Lessee's failure to perform same, the Lessee shall pay all of the Lessor's costs and expenses.

H. Survival. The Lessee's obligations and liabilities under this Section 13 shall survive the expiration or earlier termination of this Lease.

14. Liens: Lessee acknowledges that Lessor may not, and shall not, be subject to claims or liens for labor or materials and shall keep the Premises, tower, radio equipment building, rooftop and any other property of Lessor free of any liens for any providers of work, labor, material or services claiming by, through or under lessee. Lessee shall indemnify, defend and hold Lessor harmless from and against any such claims or liens, and Lessor's attorney's fees and costs incurred

in connection therewith. If such a lien is filed, it shall be discharged of record by Lessee within ten (10) days after notice of filing by bonding, payment or other arrangement satisfactory to Lessor.

15. **Non-Discrimination:** Lessor and Lessee shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits associated with this Lease. Lessor and Lessee shall comply fully with all applicable federal, state and local laws, executive orders and regulations which prohibit such discrimination. These laws include, but are not limited to, Chapter 49.60 of the Revised Code of Washington and Titles VI and VII of the Civil Rights Act of 1964.

16. **Condemnation:**

A. **Notice.** Lessor and Lessee shall immediately notify the other in writing of the receipt of notice of any proceedings with respect to a condemnation action or intent of any authority to exercise the power of eminent domain.

B. **Permanent Taking.** If all or a portion of the Premises is taken by any lawful authority under or pursuant to the power of eminent domain during the term of this Lease or any extension or hold-over, Lessee may elect to terminate this Lease as of the date the condemnor takes possession. If Lessee does not elect to terminate this Lease, the rent shall be reduced in the same proportion that the value of the portion of the Premises to be taken bears to the value of the entire Premises as of the date condemnor takes possession. Lessee shall have no claim or interest in or to any award of just compensation except that the Lessee shall be entitled to an amount equal to the fair market value of the Lessee's interest in any improvements made to the Premises by Lessee which are taken by the condemnor.

C. **Temporary Taking.** If temporary use of all or a portion of the Premises is taken by any lawful authority for a period which would reduce the use and, consequently, would cause the Premises to be untenable for the use by Lessee as set forth in this Lease, Lessee or Lessor may elect to terminate this Lease. Said termination shall occur as of the date the condemnor takes possession. If neither Lessee nor Lessor elects to terminate this Lease, Lessee shall be entitled to receive any award from the condemnor for the use of all or a portion of the Premises, except that Lessee may elect to have the rents reduced by the amount proportionally attributable to any partial temporary taking, in which event, Lessee shall not be entitled to any portion of the award attributable to said use.

D. **Prohibition.** It is understood and agreed that Lessee shall not be a party to any negotiation or proceedings wherein Lessor claims compensation other than which is defined statutorily as constituting "just compensation."

17. **Quiet Enjoyment:** Lessor warrants that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease or any extension or hold-over thereof, without interference or disturbance, direct or indirect, by Lessor or any person having title paramount to Lessor's title or by any person claiming under Lessor, provided that Lessor reserves the right to inspect the

Premises at any and all reasonable times throughout the term of this Lease or any extension or hold-over.

18. Early Termination: This Section 18 is in addition to any other provision of this Lease authorizing or otherwise relating to early termination of said Lease.

A. Government Approvals: This Lease is contingent upon Lessee obtaining all necessary governmental approvals, certificates, permits or licenses which Lessee may deem necessary. In the event that any of Lessee's applications for said approvals, certificates, permits or licenses should be finally rejected or any approval, certificate, permit or license issued to Lessee canceled or otherwise withdrawn or terminated by a governmental authority so that Lessee will be unable to use the Premises for its intended purpose, Lessee shall have the right to terminate this Lease, upon thirty (30) days' prior written notice to Lessor.

B. Damage or Destruction: In the event that the Premises or Lessee's Antenna Facilities or any portion thereof are substantially damaged or destroyed so as to hinder effective use of the Premises or Antenna Facilities for Lessee's telecommunication purposes, Lessee may elect to terminate this Lease, upon thirty (30) days' written notice to Lessor.

C. Lessee's Insolvency: Lessor may terminate this Lease upon Lessee's insolvency if Lessee is the subject of an involuntary bankruptcy proceeding or commences a voluntary or involuntary bankruptcy proceeding or makes an assignment for the benefit of creditors or if a receiver or other liquidating officer is appointed for Lessee.

D. Lessee's Breach:

i. Lessor may terminate this Lease upon ten (10) days' prior written notice to Lessee if Lessee fails to pay rent or additional rent [including, but not limited to, Assignment and/or Sublease Premiums as set forth in Section 9 (Assignment or Sublease) of these General Terms and Conditions] by the tenth (10th) day of the month that it is due.

ii. Lessor may terminate this Lease if Lessee breaches or fails to perform or observe any of the terms and/or conditions of this Lease, other than payment of rent, and fails to cure such breach or default within thirty (30) days after written notice from Lessor or such longer period, up to sixty (60) days, as may be reasonably required, within Lessor's sole discretion, to diligently complete a cure commenced within that thirty (30) day period and being diligently and continuously pursued by Lessee.

E. Termination Process: Unless otherwise specified in this Lease, prior written notice of termination shall be delivered by certified mail, return receipt requested, and shall be effective upon receipt of such notice, as evidenced by the return receipt. Upon such termination, Lessee shall be entitled to the reimbursement of any rent prepaid by Lessee for any period after termination.

F. Nonexclusive Remedy: Termination under this Section 18 shall be in addition to and not in limitation of any other remedy of Lessor at law or in equity. Termination shall not release Lessee from any liability or obligation with respect to any matter occurring prior to such termination.

19. **Surrender of Premises:**

A. **Duties.** At the end of the term of this Lease or any extension or hold-over thereof or other termination of this Lease, Lessee shall peaceably deliver up to Lessor possession of the Premises in the same condition as received, except for ordinary wear and tear. Upon Lessor's request, Lessee, at Lessee's expense, shall remove the Antenna Facilities. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises or on Lessor's property. If, however, Lessee requests permission not to remove all or a portion of the improvements, and Lessor consents to such non-removal, title to the affected improvements shall thereupon transfer to the Lessor and the same shall be the sole and entire property of Lessor, and Lessee shall be relieved of its duty to otherwise remove the same.

B. **Costs and Expenses.** All costs and expenses for removal of the Antenna Facilities and restoration of the Premises shall be borne by the Lessee, and Lessee shall hold Lessor harmless from any portion thereof.

20. **Holding-Over:** If Lessee holds over after the expiration of the term of this Lease or any extension thereof, Lessee shall become a tenant from month-to-month upon the terms of this Lease, as applicable. Acceptance by Lessor of rent after such expiration or early termination shall not result in a renewal of this Lease nor affect Lessor's right of re-entry or any rights of Lessor herein or as otherwise provided by law or equity. If Lessee fails to surrender the Premises upon the expiration of this Lease despite demand to do so by Lessor, Lessee shall pay two (2) times the rent herein specified (prorated on a monthly basis), interest, attorney's fees and costs and shall indemnify and hold Lessor harmless from all loss or liability including, but not limited to, any claim made by any succeeding Lessee founded on or resulting from such failure to surrender.

21. **Agents, Successors and Assigns:** All of the agreements, conditions and provisions of this Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, agents and assigns of Lessor and Lessee.

22. **Costs and Attorney's Fees:** Except as otherwise provided in this Lease, if a legal action is instituted by reason of any default or breach on the part of either party in the performance of any of the terms and conditions of this Lease, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith.

23. **No Presumption Against Drafter:** Lessor and Lessee understand, agree and acknowledge that this Lease has been freely negotiated by both parties and that, in the event of any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

24. **Non-waiver:** The failure of either the Lessor or Lessee to insist upon strict performance of any of the terms of this Lease shall not be construed as a waiver thereof. Waiver of a particular breach or default shall not be deemed to be a waiver of any subsequent breach or default.

October 3, 2016

25. **Cumulative Remedies:** No provision of this Lease shall preclude lessor from pursuing any other remedies, in law or equity, for Lessee's failure to perform its obligations.
26. **Survivability:** The provisions of Sections 11 (Indemnity and Hold Harmless) and 13 (Hazardous Materials and Environmental Compliance) of these General Terms and Conditions shall survive the expiration, hold-over or earlier termination of this Lease for any event occurring prior to or on the date of such expiration, hold-over or termination.
27. **Captions:** The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of the Lease.
28. **Venue and Choice of Law:** This Lease shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any legal action brought under the terms of this Lease shall be in the county in which the Premises are located.
29. **Authority to Contract:** Each party represents and warrants to the other that: it has full right, power and authority to execute this Lease and has the power to grant all rights hereunder, its 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 said party, and the execution and delivery of this Lease and the performance of its obligations hereunder have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

October 3, 2016

EXHIBIT C

LESSEE'S EQUIPMENT LIST

All communications equipment to be installed on the Premises shall be listed below. Photographs or mock-up photographs of the communications equipment shall be attached to this list and included as part of Exhibit C.

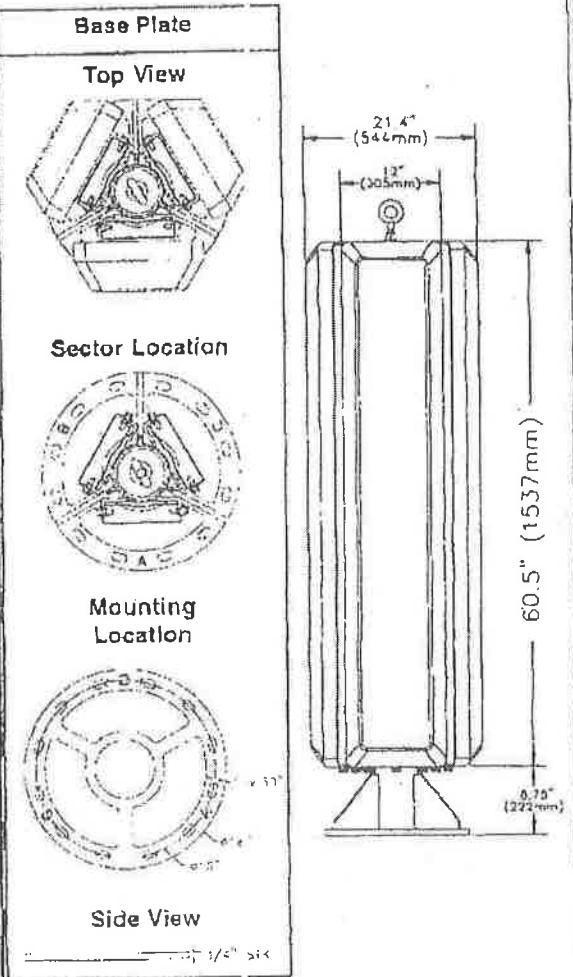
Communications Equipment:

- Shelter: Andrews, Model No. RCS 11528-27-WA2-95
- Antennas: Decibel Products Model No. 855DDH90TRX
- Pole: Valmont- Model No. P1001

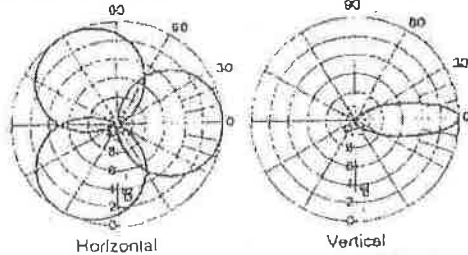
855DDH90TRX

dB TripleTree™, Dual Slant (+45°/-45°) Polarized
High Gain Cellular Diversity Master™ Antenna with 90° Horizontal 3dB Coverage

Model Number	855DDH90TRXS	855DDH90TRES
Terminations	Type N-Female	7-16 DIN
Frequency Range	Rx1/Rx2: 806 - 850 MHz Tx: 806 - 896 MHz	
Gain	Rx1/Rx2: 9 dBd (11.1 dBi) Tx: 10 dBd (12.1 dBi)	
VSWR	< 1.5 : 1	
Beamwidth (3dB from max)	Horizontal: 6 x 90° Vertical: 6 x 24°	
Front-to-Back Ratio	> 25 dB	
Polarization	Rx: +45°/-45°, Tx: Vertical, independently	
Application	Cellular and Trunking	
Isolation	Rx/Rx: > 30 dB Rx/Tx: > 40 dB	
Max. Input Power	500 Watts, each	
Weight	190 lb (86 kg)	
Wind Area	11 IR (1.0 m²)	
Wind Load	357 lbf (1588 N) 162 kp (at 90 mph)	
Max. Wind Speed	90 mph (145 km/h)	
Material	Reflector: Pass, Aluminum Radiators: Silver Plated Brass Radome: Fiberglass Mounting Hdw: Galvanized Steel	
Color, Radome	Light Gray	
Mounting	Template of base plate, included. Lightning spike for replacement of hoisting eye bolt is included.	
Downtilt Bracket (Optional)	DB5083	
Weather Protection	Fully protected by backplate and radome.	
Lightning Protection	All metal parts grounded.	
Shipping Notes:	Three antennas and stand are packaged separately.	
Packing Size	Antennas: 76" x 13" x 6" ea. Stand: 80" x 26" x 27"	
Shipping Weight	Antennas: 38 lbs (17 kg) ea. Stand: 172 lbs (78 kg)	



Antenna Patterns
(applicable to each polarization plane and every array)



9 dBd (11.1 dBi) R:1/Rx2 and 10 dBd (12.1 dBi) Tx directional panel antennas with 90° horizontal 3 dB beamwidth for each of the nine arrays. Three arrays have a +45°, three have a -45°, and three have a vertical polarization plane.

Specifications are for reference only.

099119-005-A 3/98



DECIBEL PRODUCTS
A Division of Allen Telecom Inc.

8635 Stemmons Freeway • P. O. Box 569610 • Dallas, Texas 75356-9610
214 / 631-0310 • Fax: 214 / 631-4706



October 3, 2016

Lease #1696
Amendment #1
Northshore H C

LEASE AMENDMENT #1

THIS AMENDMENT to Communication Site Lease #1696 is made by and between **King County**, a municipal corporation and political subdivision of the State of Washington, hereinafter called "Lessor" and **AT&T Wireless Services of Washington**, an Oregon Corporation, hereinafter called "Lessee."

RECITALS

This is the first (1st) Amendment between Lessor and Lessee to Communication Site Lease #1696, said Lease having been fully executed on June 15, 2000.

WHEREAS:

1. Lessor and Lessee entered into a Communication Site Lease for premises comprising six hundred thirty nine (639) square feet of space for an equipment shelter and monopole, located within the site of the Northshore Health Clinic at 10808 N.E. 145th Street, Bothell, Washington, more particularly described in the Lease;
2. The location of the equipment shelter and monopole proposed by Lessee, and agreed upon by Lessor, is described in **Exhibit A** to the Lease ("Site Plan") and includes a monopole to be located separate from the equipment shelter with cable run through the parking lot, connecting the two. The monopole, as depicted in **Exhibit A**, was to replace an existing light standard;
3. The monopole required in Section 4 ("Use of Premises"), Paragraph A of the Lease is described as an "extendable" monopole, suitable for collocation by other telecommunications providers;
4. Prior to this Amendment, Lessee commenced installation and construction of its telecommunications facility by digging a trench through Lessor's parking lot in which to locate its cable run and installing conduit for that purpose; and
5. For their mutual benefits, Lessee and Lessor now desire to change the location of Lessee's monopole to a place closer to its ground equipment, replacing an existing light standard and negating the need for cable run to be installed in the conduit located in the trench across Lessor's parking lot. Such change will allow Lessor to lease the original location of Lessee's monopole to another telecommunication provider. In addition, Lessor has agreed to modify the lease to eliminate the requirement that the monopole installed by Lessee shall be "extendable" for collocation purposes.

October 3, 2016

NOW, THEREFORE, LESSOR AND LESSEE HEREBY MUTUALLY AGREE TO THE FOLLOWING:

Effective immediately, all four (4) pages comprising Exhibit A (Site Plan) are replaced by the eight (8) pages attached hereto, including sheet numbers T, A-1 ("Architectural Site Plan"), A-2, A-3, A-4, E-1, E-2 and A1 ("Oskams Corner Site Survey").


Effective immediately, Section 4 ("Use of Premises"), Paragraph A is modified to eliminate the requirement that the monopole shall be "extendable" and to change the specification that the cable run from the equipment shelter to the monopole shall be located under or east of the parking curbs at the east end of the parking lot. Instead, such cable run shall be located directly between AT&T's ground equipment and monopole, as shown on the attached Site Plan.

As ADDITIONAL CONSIDERATION for this Amendment, Lessee shall pay to Lessor the sum of FIFTY DOLLARS AND NO CENTS (\$50.00), due and owing on February 1, 2001 and payable to the King County Property Services Division at the address set forth in Section 3, Paragraph D of the Lease (Rent, Additional Rent, Offset and Leasehold Excise Tax).

IN WITNESS WHEREOF, Lessor and Lessee agree to and execute this Lease on the dates specified below:

LESSOR:
KING COUNTY, WASHINGTON

LESSEE:
AT&T WIRELESS SERVICES OF
WASHINGTON, INC.


By: 
David Preugschat, Manager
Property Services Division

By: 
Lolita Levy
System Development Manager

Date: March 6, 2001

Date: 2/19/01

APPROVED AS TO FORM ONLY:


Robert Stier, Senior Deputy Prosecuting Attorney
King County, Washington

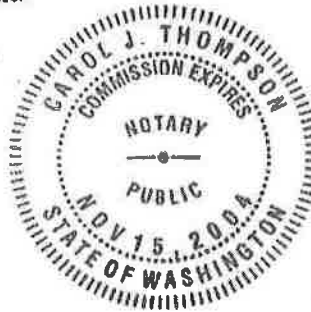
Date: 3-6-01

October 3, 2016

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that Dave Preugschat signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument and acknowledged it as the Manager of the Property Services Division of the Department of Construction and Facility Management of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: March 6, 2001



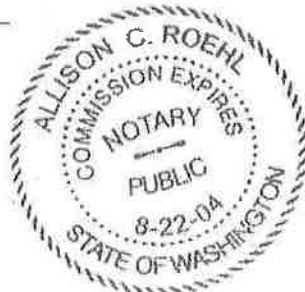
Carol J. Thompson
NOTARY PUBLIC
Carol J. Thompson
(printed name)

in and for the State of Washington residing at
Seatac My appointment expires
11-15-2004.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

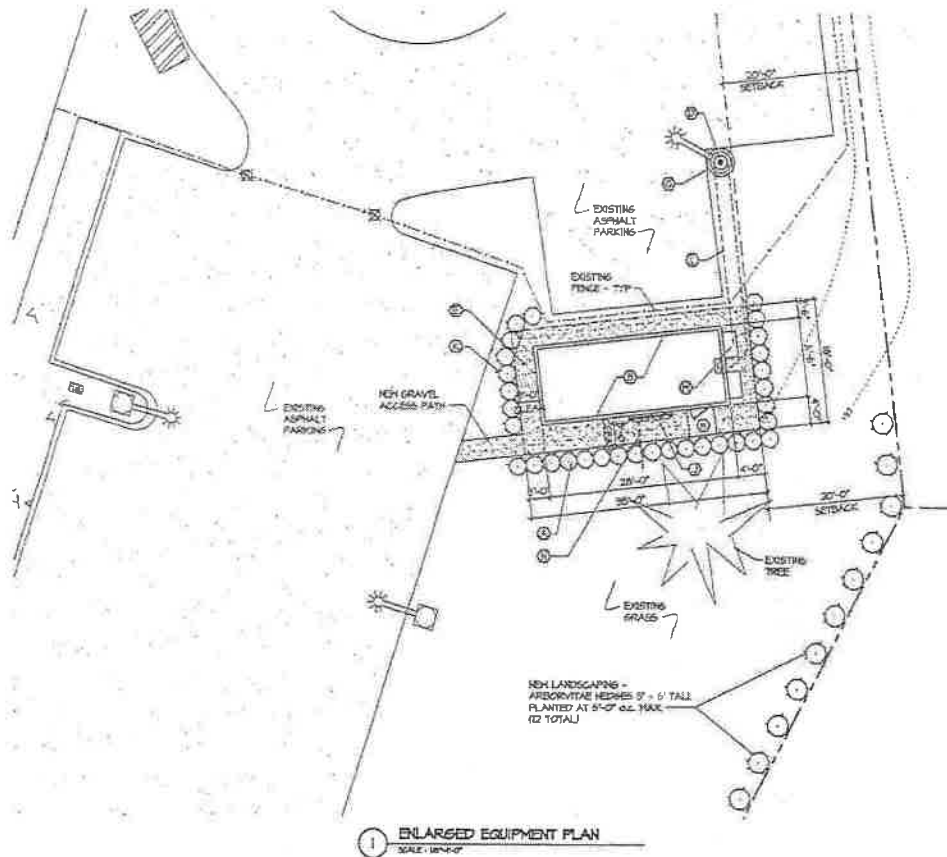
I certify that Louis Levy signed this instrument, on oath stated that he was authorized by AT&T Wireless Services of Washington to execute the instrument and acknowledged it as the System Development Manager of AT&T Wireless Services of Washington to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

Date: 2/19/01



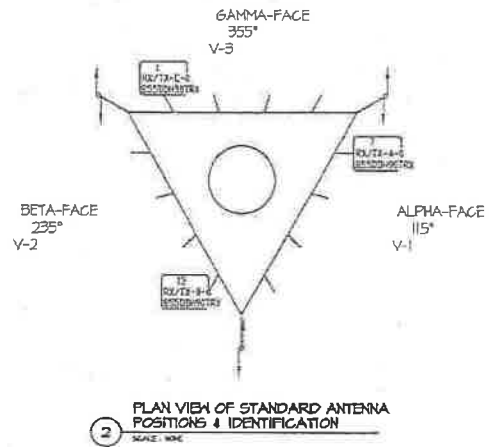
Allison C. Roehl
NOTARY PUBLIC
Allison C. Roehl
(printed name)

in and for the State of Washington residing at
Renton My appointment expires
8/22/04.



KEY NOTES

- Ⓐ 10' x 27'-0" x 30'-0" (520 SQ. FT.) LEASE AREA.
- Ⓑ 11'-6" x 28'-0" PRE-FABRICATED EQUIPMENT SHELTER. SEE SHEET S-1 FOR FOUNDATION PLAN AND DETAILS.
- Ⓒ 35'-0" STEEL LIGHT POLE. REPLACE EXISTING LIGHT POLE AND RELOCATE EXISTING LIGHT FIXTURE TO NEW POLE.
- Ⓓ 20'0" x 3'-0" HIGH FIBERGLASS ANTENNA ENCLOSURE. DECORAL 85500MOTRIX TRIPLE TREE. SEE PLAN 2/A-2.
- Ⓔ GRAVEL COMPOUND WITHIN PROJECT AREA. SEE DETAIL 2/A-1.
- Ⓕ NOT USED.
- Ⓖ NOT USED.
- Ⓗ 4' x 4' CONCRETE SIDOP. SEE STRUCTURAL SHEET S-1.
- Ⓘ ELECTRICAL PANEL MOUNTING FRAME. SEE DETAIL VA-1.
- Ⓚ NEW LANDSCAPING - ARBORVITAE HEDGES 5' - 6' TALL PLANTED AT 2'-6" MAX O.C. (TYP. 3 SIDES).
- Ⓛ COAX CABLES IN CONDUITS RUN UNDERGROUND TO STEEL MONOPOLE. PLACE EAST OF EXISTING CURB. REPAIR CURB AND ASBEST. AS NECESSARY w/ OWNER APPROVAL. PATCH TO MATCH EXISTING. SEE DETAIL 4 I S/A-4.
- Ⓜ CONCRETE SLAB/FLOOR PENETRATION FOR COAX CABLES/CONDUITS. SEE DETAIL S/A-1.
- Ⓝ NEW POWER AND TELCO TRENCH. (1) 4" POWER CONDUIT AND (2) 2" TELCO CONDUIT.



NO.	DATE	DESCRIPTION
1	10/03/16	ISSUE FOR PERMITS
2	10/03/16	NO. 100000 APPROVED
3	10/03/16	PERMITS UNDERWAY/ISSUED
4	10/03/16	PERMITS UNDERWAY/ISSUED
5	10/03/16	PERMITS UNDERWAY/ISSUED
6	10/03/16	PERMITS UNDERWAY/ISSUED
7	10/03/16	PERMITS UNDERWAY/ISSUED
8	10/03/16	PERMITS UNDERWAY/ISSUED
9	10/03/16	PERMITS UNDERWAY/ISSUED
10	10/03/16	PERMITS UNDERWAY/ISSUED

Scale: 1/8"=1'-0"

REGISTERED ARCHITECT
MARTIN A. BRUNSON
STATE OF MICHIGAN

DESIGNED BY: JAMES SWANSON
DRAWING NO.: 15117
DATE: 10/03/16

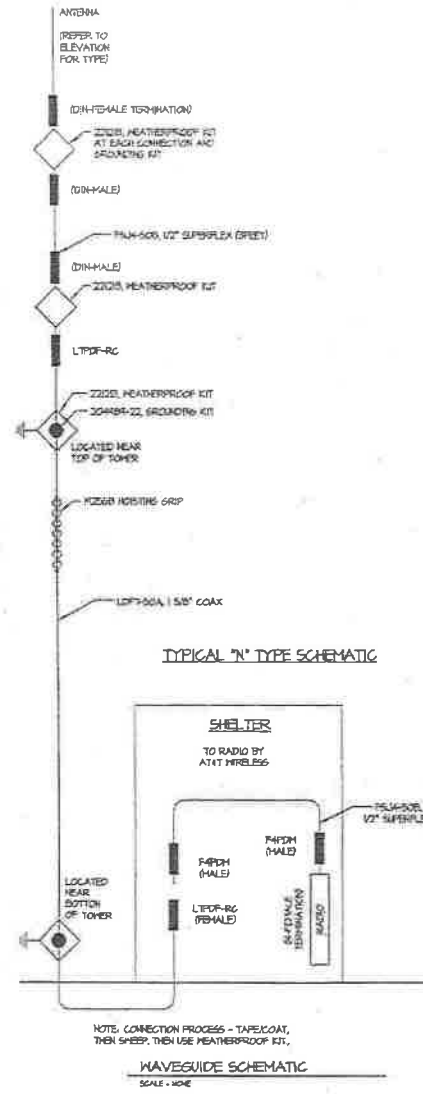
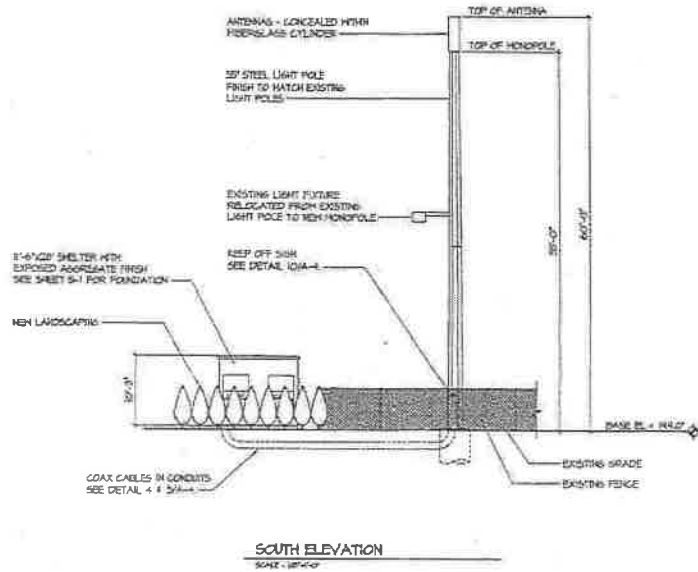
File No.: 094E06
Date: 10/03/16
Scale: AS SHOWN
Designed by: JMS
Checked by: MDAS
Approved by: MDAS

Date Issued for Design Review: 10/03/16
Date Issued for Permit: 10/03/16
Date Issued for Construction: 10/03/16
Date Issued for Final Review: 10/03/16
Date Issued for Final Approval: 10/03/16
Date Issued for Final Construction: 10/03/16
Date Issued for Final Approval: 10/03/16
Date Issued for Final Construction: 10/03/16
Date Issued for Final Approval: 10/03/16
Date Issued for Final Construction: 10/03/16

AT&T
Wireless Services

Project Title: OSKAMS
Site No.: S825
Site Name: OSKAMS

Sheet Title: ENLARGED EQUIPMENT PLAN
Sheet No.: A-2



NO.	REV.	DATE	BY	DESCRIPTION
1	01	09/13/06	MM	Issue drawings
2	02	09/13/06	MM	Issue drawings
3	03	09/13/06	MM	Issue drawings

Scale: AS SHOWN

DESIGNED BY: AD SHOWN
DRAWN BY: JN
CHECKED BY: DAS
APPROVED BY: DAS

DATE ISSUED FOR CONSTRUCTION: 09/13/06

DATE ISSUED FOR PERMITS: 09/13/06

DATE ISSUED FOR BUILDING PERMITS: 09/13/06

DATE ISSUED FOR UTILITIES: 09/13/06

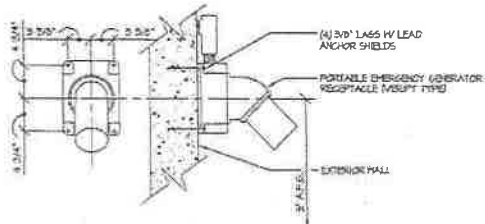
DATE ISSUED FOR COORDINATION: 09/13/06

AT&T
Wireless Services

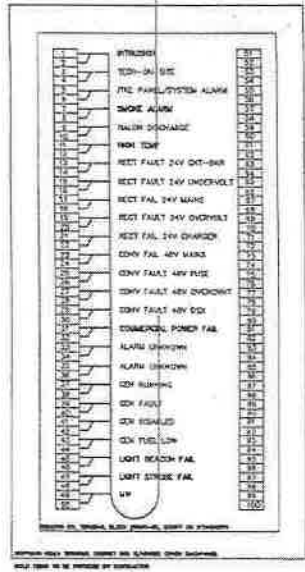
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SITE NO.: SB25
SITE NAME: OSKAMS

SHEET NO.: 1
ELEVATION

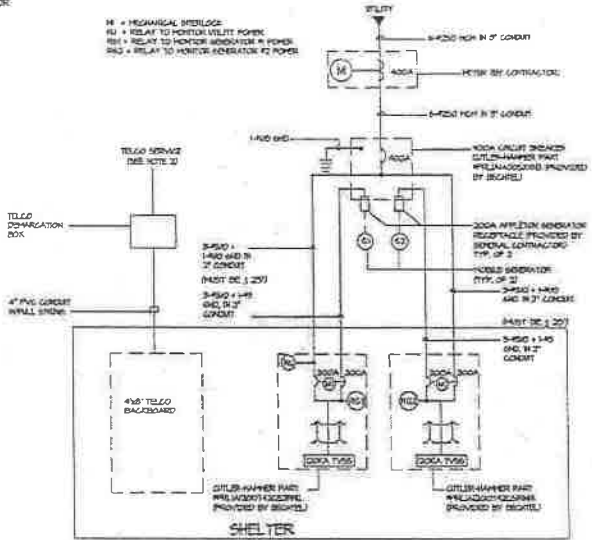
SHEET NO.: A-3



4 E.G. RECEPTACLE @ CONC. WALL
1/2" x 1/2"



5 ALARM TERMINAL DIAGRAM
NO SCALE



1 POWER & TELEPHONE SINGLE LINE DIAGRAM



3 DC EMERGENCY LIGHTS
N.T.S.



2 GENERATOR PLUG DIAGRAM
N.T.S.

LEGEND

CU	COPPER	OH	OVERHEAD
TYP.	TYPICAL	O.C.	ON CENTER
C.O.	CONDUIT ONLY	GA.	Gauge
□	DISCONNECT SWITCH	O.D.	OUTSIDE DIAMETER
⊖	GROUND ROD	MIN.	MINIMUM
⊙	METER BASE	CONT.	CONTINUATION
Ⓜ	JUNCTION BOX	EXIST.	EXISTING
⊖	THERMOSTAT	HP	HEATHERPROOF
Ⓢ	SMOKE DETECTOR	— —	SURGE ARRESTOR
Ⓢ	SPECIAL RECEPTACLE AS NOTED	— —	FUSE
⊖	SWITCH		

GROUNDING NOTES:

1. ALL EXTERIOR CONNECTIONS TO BE GADHELD
2. ALL INTERIOR #2 SOLID GROUND CONNECTIONS TO BE MECHANICAL TYPE WITH COPPER SHELDS. USE TIE BOOT CONNECTOR FOR #2 SOLID AT INTERIOR BUSES. USE ANDERSON CP-22 GRIP/TAPS TO STRANDED WILD GROUND. USE COMPRESSION TYPE FOR ALL STRANDED CONNECTIONS
3. MINIMUM BENDING RADIUS 8".
4. NO SPLICES PERMITTED IN GROUND CONDUCTOR.
5. GROUND CONDUCTOR - #2 SOLID TIEED CU.
6. CONTRACTOR TO PROVIDE AND RETAIL INTERCONNECTS FROM GROUND GRID TO STRUCTURES.
7. ANY PENETRATIONS THRU SHELTER WALL SHALL BE AIDES DOWNWARD TO OUTSIDE AND SHALL BE SEALED TO PREVENT LEAKAGE.
8. ALL BURIED CONNECTIONS TO BE GADHELD TYPE 6T OR 6A CONNECTIONS.
9. STAGGER CONNECTION POINTS A MINIMUM OF 6" WHEN MORE THAN ONE CONNECTION IS REQUIRED.

NOTES:

1. INSTALLATION OF SECONDARY POWER AND CONNECTION TO METER SHALL BE COMPLETED IN COMPLIANCE WITH NATIONAL ELECTRIC CODE, NFPA 70, AND THE STATE OF WASHINGTON LAWS, RULES AND REGULATIONS FOR INSTALLING ELECTRIC WIRING & EQUIPMENT. ALL LATEST ISSUE, AND WITH SPECIFICATIONS PER A.S.T.M. B 20, B 400, I.E.E.A. 582-401, I.C.E.A. 104-510, 1 LOCAL P.D.
2. PROVIDE A METER BASE PER LOCAL P.D. STANDARDS MOUNT ON SIDE OF OTHER FURNISHED EQUIPMENT SHELTER.
3. UNDERGROUND CONDUIT SHALL BE RIGID POLYVINYL CHLORIDE CONDUIT, SCHEDULE 40, TYPE I, CONFORMING TO UL ARTICLE 651, WESTERN PLASTICS OR CARLON MANUFACTURER. COUPLINGS SHALL BE SLIP-ON SOLVENT SEALED TYPIC. SOLVENT, WESTERN TYPE COMPATIBLE WITH PVC DUCT. ALL BENDS SHALL BE 36-INCH MINIMUM RADIUS.
4. CONDUIT USED INDOORS SHALL BE EMT. AND RIGID GALVANIZED STEEL FOR OUTDOORS. COUPLINGS SHALL BE RIGID STEEL AND COMPRESSION TYPE FOR EMT. SET SCREW FITTINGS ARE NOT PERMITTED. FOR ALL STUDS-UPS, USE RIGID GALVANIZED STEEL CONDUIT.
5. WIRE AND CABLE SHALL BE OF THE TYPE AND SIZE AS REQUIRED BY NEG. THERE WILL BE NO SPLICES ALLOWED.
6. NEUTRAL SHALL BE COLOR CODED. INSULATION SHALL BE CROSS-LINKED POLYETHYLENE.
7. TRENCH BACKFILL SHALL BE NATIVE MATERIAL COMPACTED TO 90% HED PER A.S.T.M. D 1557 MODIFIED PROCTOR.

Title Block	
Scale	
Drawings PRINTED ON 11x17 ARE SIZE OF SCALE SHOWN	
Title no.:	9941306
Date:	AS SHOWN
Designed by:	JMS
Drawn by:	JMS
Checked by:	
Scale issued for Design Review:	
Scale issued for Working Permit:	
Scale issued for Permit, IF Applicable:	04 MAY 00
Scale issued for Building Permit:	16 JULY 00
Scale issued for O&M:	
Scale issued for Construction:	
ELECTRICAL STANDARDS	
Printed title:	site no.: SB25
	site name: OSKAMS
Sheet title:	ELECTRICAL DETAILS
Sheet no.:	E-1

October 3, 2016

Lease #1696
Amendment #2
Northshore H C

LEASE AMENDMENT #2

THIS AMENDMENT to Communication Site Lease #1696 is made by and between **King County**, a municipal corporation and political subdivision of the State of Washington, hereinafter called "Lessor" and **AT&T Wireless Services of Washington**, an Oregon Corporation, hereinafter called "Lessee."

RECITALS

This is the second (2nd) Amendment between Lessor and Lessee to Communication Site Lease #1696, said Lease having been fully executed on June 15, 2000.

WHEREAS:

1. Communication Site Lease #1696 authorizes use of the premises for an 850 MHz cellular antenna system, including, *inter alia*, three panel antennas, an equipment shelter containing six bays of radios, power, three (3) telephone circuits and generator plug, with cable run, as described on Exhibit C ("Lessee's Equipment List"); and
2. Lessee seeks to now upgrade its ground equipment within the equipment shelter by installing a Nokia cabinet therein and to upgrade its antennas by replacing the existing three (3) 850 MHz panel antennas located on the monopole with three (3) 1900/850 MHz dual band Allen Dick & Co. panel antennas, consistent with and as specified on the attached **Exhibit D**, ("Upgrade Project, Construction Workslope").

NOW, THEREFORE, LESSOR AND LESSEE HEREBY MUTUALLY AGREE TO THE FOLLOWING:

Effective upon execution of this Amendment, the page entitled Lessee's Equipment List, contained within **Exhibit C**, is modified to delete the phrase "Decibel Products Model No. 855DDH90TRX" and replace that phrase with "three (3) DFX-Dual Band 820-900 & 1850-1990 MHz HBW 65 panel antennas manufactured by ADC (Alan Dick & Co., Inc.)".

Effective upon execution of this Amendment, the Decibel Products antenna specification page, entitled "855DDH90TRX", contained within **Exhibit C**, is deleted and replaced with the attached ADC antenna specification page, entitled "DFX-DUAL BAND 820-900 & 1850-1990 MHz HBW 65".

October 3, 2016

Effective upon execution of this Amendment, there is added to **Exhibit C** the attached page, entitled "Equipment Layout and Details", which contains the equipment layout and details for the equipment shelter, including, *inter alia*, the addition of the Nokia BTS cabinet.

Effective upon execution of this Amendment, Section 4 ("Use of Premises"), Paragraph A is modified to add the phrase "dual band" prior to the word "frequency" and add "1900/" immediately prior to the number 850, all in the second (2nd) line of the Paragraph. In addition, in the fourth (4th) line of the Paragraph, there is added the phrase, "a Nokia BTS cabinet," after the word "containing".

Effective upon execution of this Amendment, Lessee shall be authorized to upgrade its Antenna Facilities as described in and consistent with **Exhibit D** ("Upgrade Project, Construction Workscope"), attached hereto, provided that Lessee contacts and coordinates all upgrade activities, in advance, with the Supervisor of the North Shore Health Clinic, Anne Shinoda-Mettler (or her designee), who can be reached by telephone at 206-296-9796.

As ADDITIONAL CONSIDERATION for this Amendment, Lessee shall pay to Lessor the sum of THREE HUNDRED DOLLARS AND NO CENTS (\$300.00), due and owing upon execution of this Amendment, but no later than September 1, 2001, and payable to the King County Property Services Division at the address set forth in Section 3, Paragraph D of the Lease (Rent, Additional Rent, Offset and Leasehold Excise Tax).

IN WITNESS WHEREOF, Lessor and Lessee agree to and execute this Lease on the dates specified below:

LESSOR:
KING COUNTY, WASHINGTON

LESSEE:
AT&T WIRELESS SERVICES OF
WASHINGTON

By: DA PA
David Preugschat, Manager
Property Services Division

By: LR Levy
Louis Levy
System Development Manager

Date: 8/22/01

Date: 8/22/01

APPROVED AS TO FORM ONLY:

Robert Stier, Senior Deputy Prosecuting Attorney
King County, Washington

Date: _____

October 3, 2016

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that Dave Preugschat signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument and acknowledged it as the Manager of the Property Services Division of the Department of Construction and Facility Management of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: 8/22/01



Harold P. McNelly
NOTARY PUBLIC

(printed name)
in and for the State of Washington residing at
Renton. My appointment expires
8-1-2003.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that Louis Levy signed this instrument, on oath stated that he was authorized by AT&T Wireless Services of Washington to execute the instrument and acknowledged it as the System Development Manager of AT&T Wireless Services of Washington to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

Date: 8/22/01



James Thomas Quigg
NOTARY PUBLIC

(printed name)
in and for the State of Washington residing at
Seattle. My appointment expires
8/28/04.

October 3, 2016

AWS-3G UPGRADE PROJECT, SEATTLE WA.
SB-25 OSKAMS CONSTRUCTION WORKSCOPE
10808 NE 145 TH ST BOTHELL WA 98011
SPECTRUM TELE COMMUNICATIONS

Electrical Installation:

Install 1" conduit from 200 amp breaker panel to BTS equipment
Install 3 #10 wires to the BTS equipment
Install #2 ground wire from ground bar to BTS equipment
Install 30 amp breaker at the breaker panel to power up BTS equipment

Equipment Installation:

Install Nokia cabinet on Unistruts anchored to concrete floor as shown in drawings

Antenna Installation:

Remove 3 existing 850 MHz antenna
Install 3 1900/850 MHz Allen Dick antennas
Three additional coax cables are required
Connect antenna coax cable to Nokia BTS equipment with surge protectors as needed
Conduct coax cable sweep test and document results
Clean site of all debris and surplus materials

Ref Drawings:

1.SB-25-01 Title Sheet
2.SB-25-02 Equipment Layout

EXHIBIT D

Upgrade Project, Construction Workscope

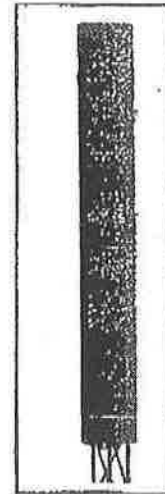
D DUAL BAND 820 – 900 & 1850 – 1990MHz HBW 65



Alan Dick & Co (USA) Inc
SPECIALISTS IN ANTENNA SYSTEMS

DFX-DUAL BAND 65 DEGREE

Electrical Specifications	
Frequency	(MHz) 820-900 & 1850-1990
Polarisation	Cross Polar $\pm 45^\circ$ Slant
Input Impedance	(Ohms) 50
Mechanical Specifications	
Lightning Protection	DC Grounded
Radome	GRP
Standard Radome Color (Pearl Grey)	BS4800 00A 05
Input Connector	7.16 DIN Female
Connector Location	Bottom

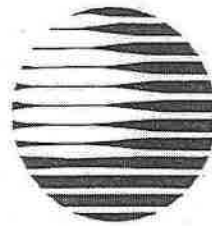


DFX RANGE 65 DEGREE 15.5dBi GAIN DUAL BAND ANTENNA

Model No	DFX-A365-14		
Frequency	(MHz)	820-900	1850-1990
Gain	(dBi)	15.5	14.7
Input VSWR		1.5	
Horizontal beamwidth, -3dB	($^\circ$)	65 \pm 5	
Vertical beamwidth, -3dB	($^\circ$)	13 \pm 1.5	8.5 \pm 1
Independent electrical downtilt	($^\circ$)	0, 6	
Isolation between polarizations @	0 $^\circ$	25	
	6 $^\circ$	30	
Maximum power per input	(W)	300	150
Intermodulation products (2 nd & 3 rd)	(dBm)	<-100	
First upper side lobe suppression	(dB)	-18	
Front to back ratio	(dB)	-25	
Dimensions (HxWxD)	(ft./inch)	4.84'x12.60'x4.33'	
Weight	(lbs.)	19.84	
Windload @ 160km/h	Front (N)	540	
	Side	188	
	Rear	586	
Bracket order no. pole		25687-28	
Bracket order no. wall		25687-27	
Pole accessory		25687-70	
Mechanical downtilt	($^\circ$)	±2, ±4, ±5 & ±6	

Alan Dick & Co. (USA) Inc.
14 Celina Ave., Unit 17
www.alandick.co.uk
Nashua NH 03063
Tel: (603) 598-4500
Fax: (603) 598-4212
Bonnier@alandick.com

BRL050900



AT&T Wireless Services 3G PROJECT

OSKAMS SB-25

**ANTENNA LOCATION: MONOPOLE TOWER
EQUIPMENT ROOM LOCATION: GRADE SLAB**

- ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCE, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION ENGINEER AND ARCHITECT/ ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
- PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE BECHTEL CONSTRUCTION MANAGER.
- FIELD ROUTE ALL CONDUITS, CABLES, ETC. AS REQUIRED. CONFIRM THE EXACT ROUTING WITH THE ON-SITE CONSTRUCTION MANAGER PRIOR TO THE START OF WORK.
- THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, VEGETATION, STRUCTURES, ETC. AND UPON COMPLETION OF WORK, REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF THE CLIENT.
- KEEP GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST OR STUCCOES OF ANY NATURE.
- PROVIDE POWER, TELCO, AND GROUNDING TO NEW NOKIA EQUIPMENT CABINETS. PER AWS BSS INSTALLATION REQUIREMENTS. (LATEST REVISION)



DRIVING DIRECTIONS: (FROM EASTLAKE OFFICE)

TAKE I-5 NORTH TO 520 BRIDGE, GET ON NORTHBOUND I-405, TAKE I-405 TO EXIT 22, GO WEST ON JUANITA WOODINVILLE WAY TO 145TH, TURN WEST ON 145TH, THE SITE IS LOCATED AT THE OSKAMS NORTHSORE HEALTH CLINIC WHICH IS 1/2 BLOCK UP ON THE RIGHT.

SHEET NUMBER	SHEET NAME	REV
SEA0371-SB25-01	TITLE SHEET	0
SEA0371-SB25-02	EQUIPMENT LAYOUT AND DETAILS	0
SEA0371-SB25-03	ANTENNA PLAN AND RF DETAILS (LATER)	-

3 SHEET INDEX

SITE NAME: OSKAMS **BUILDING CODE:** ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THIS CODE.
-UBC 1997, WASHINGTON STATE BUILDING CODE.

SITE NUMBER: SB-25

SITE ADDRESS: 10808 NE 145TH ST, BOTHELL, WA 98011

SITE OWNER: AT&T WIRELESS SERVICES
617 EASTLAKE AVE. E
SEATTLE, WA 98108

ARCHITECT: CH2M HILL COMMUNICATION GROUP
18009 HWY 95, SUITE C
LYNNWOOD, WA 98037
PHONE: (425) 540-3005
FAX: (425) 744-1151
CONTACT: JAY SEO

SCOPE OF WORK: REPLACE EXISTING ANTENNAS AND INSTALL NEW EQUIPMENT CABINETS INTO EXISTING EQUIPMENT SHELTER.

4 SITE INFORMATION

NO.	DATE	REVISION	BY	CHKD BY	APP'D	DATE	USE NO.	DRAWING NUMBER	REV
1	08-24-09	ISSUED					SEA0371	SEA0371-SB25-01	0

1 GENERAL NOTES

CH2MHILL
Communication Group

10325 HERVAT BL AC
LYNNWOOD, WA 98037
TEL: (425) 846-0200
FAX: (425) 744-1151

EMAIL: info@ch2m.com
www.ch2m.com

1803 W. 8700th AVE
CHICAGO, IL 60671
TEL: (773) 760-0200
FAX: (773) 832-3341

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2 LOCATION MAPS

**OSKAMS
SB-25**

10808 NE 145TH ST,
BOTHELL, WA 98011

AT&T
Wireless Services
3G PROJECT

617 EASTLAKE AVENUE E,
SEATTLE, WA 98108

NORTH

TITLE SHEET

NOTE:

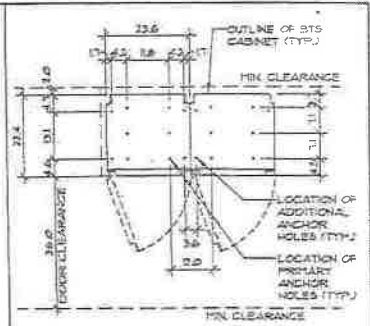
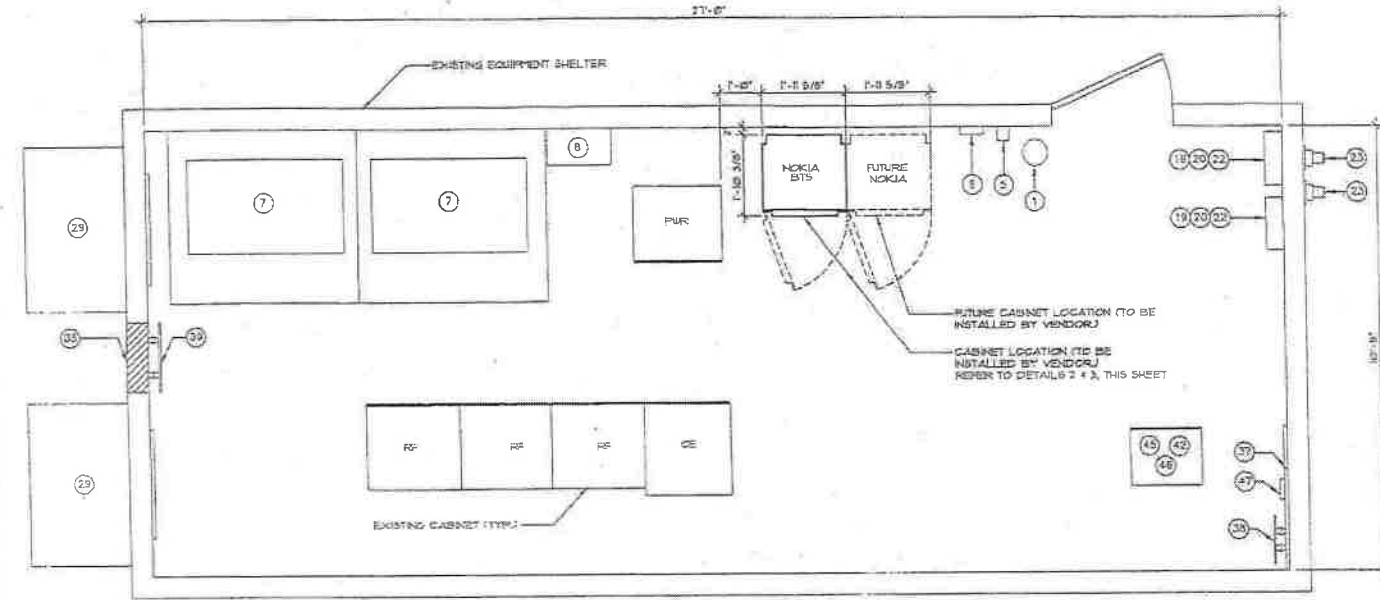
1. PROVIDE POWER TO EQUIPMENT CABINET W/ (3)-#6 AWG STRANDED WIRES FROM JUNCTION PANEL BOARD IN 1" EMT FIELD ROUTE CONDUITS AS REQUIRED W/ APPROVAL FROM ON-SITE CONSTRUCTION MANAGER.

2. PROVIDE TELCO CONNECTION TO EQUIPMENT CABINET W/ (5) #18 (BTS) IN 1" EMT FROM TELCO PANEL IN EQUIPMENT SHELTER. PROVIDE 3"-Ø" OF FLEXIBLE CONDUIT AT EQUIPMENT CONNECTION LOCATION (TYPICAL) FIELD ROUTE CONDUITS AS REQUIRED W/ APPROVAL FROM ON-SITE CONSTRUCTION MANAGER.

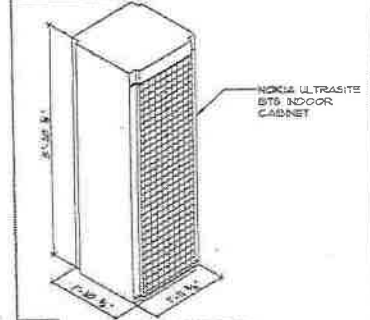
3. PROVIDE EQUIPMENT CABINET GROUND CONNECTION W/ #2 AWG STRANDED INSULATED GREEN COPPER CONDUCTOR TO MASTER GROUND BAR IN 1" EMT. PROVIDE MINIMUM 1'-Ø" BENDING RADIUS.

4. PROVIDE EQUIPMENT CABINET FRAME GROUND CONNECTION W/ #6 AWG STRANDED INSULATED GREEN COPPER CONDUCTOR TO MASTER GROUND BAR IN 1" EMT. PROVIDE MINIMUM 1'-Ø" BENDING RADIUS.

5. CONTRACTOR SHALL PROVIDE OR MODIFY CABLE TRAY AS REQUIRED TO FACILITATE EQUIPMENT INSTALLATION BASED ON THE LOCATION OF NEW EQUIPMENTS.



2 INDOOR CABINET ANCHOR PLAN
SCALE 3/8" = 1'-0"



3 INDOOR CABINET DETAIL
SCALE N.T.S.

KEY NOTES:

1 FIRE EXTINGUISHER	10 48VDC POWER BOARD ____ AMP	19 AC MAIN BREAKER PANEL POSITION	28 GFCI UNIT	37 TELCO BOARD:	46 MDF
2 FIRE SUPPRESSION/ HALON	11 DC TO DC CONVERTER	20 AC SURGE SUPPRESSOR 120V 500V	29 HVAC UNIT	38 TELCO GROUND BAR:	47 ALARM DEMARCATION
3 FIRE SUPPRESSION/ FM 200	12 INVERTER 1 ____ AWP	21 TRANSFER SWITCH/ MANUAL	30 THERMOSTAT/ HVAC CONTROLS	39 MASTER GROUND BAR (MGB):	48 RECTIFIER
4 EMERGENCY LIGHTS	13 INVERTER 2 ____ AMP	22 TRANSFER SWITCH/ AUTOMATIC	31 HUMIDIFIER	40 POWER PLANT RETURN BAR:	49 TELCO DIARY
5 FIRST AID KIT	14 COMMERCIAL AC METER	23 PORTABLE GENERATOR PLUG	32 DE HUMIDIFIER (ROOM)	41 NIU (S)	50 MICROWAVE
6 EMERGENCY EYE AND SKIN WASH STATION	15 ELECTRICAL SERVICE ENTRANCE PANEL AMP	24 STANDBY GENERATOR ____ KW	33 DE HUMIDIFIER (COAX/ WAVEGUIDE)	42 CSU (S)	
7 BATTERIES/ GEL CELL ____ AMP/ HR	16 COMMERCIAL AC SERVICE DISCONNECT	25 AC LEG BOOSTER (S)	34 SUMP PUMP	43 PHONE (POTS)	
8 BATTERY DISCONNECT ____ AMP	17 AC TRANSFORMER KVA	26 EXTERNAL SECURITY LIGHTING	35 CABLE ENTRANCE PANEL	44 66 BLOCK	
9 24VDC POWER BOARD ____ AMP	18 COMMERCIAL AC LOAD CENTER ____ AMP	27 TOWER CONSTRUCTION LIGHTING CONTROL BOX	36 QUATER WAVE STUB (QWS)	45 DSX PANEL ____ POS	

1 EQUIPMENT LAYOUT
SCALE 3/8" = 1'-0"

<p>CH2MHILL Communications Group</p> <p>1800 142000 361C LYNNWOOD, WA 98047 Tel: (425) 840-0000 Fax: (425) 746-1181</p> <p>EMAIL: 1800@ch2m.com</p> <p>8100 W. 37TH AVENUE DUVALL, WA 98015 Tel: (773) 810-0000 Fax: (773) 810-3241</p>	<p>THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF CH2M HILL. ITS PRODUCTION FOR USE BY ANY WIRELESS SERVICES, INC. REPRODUCTION OR OTHER USE OF THIS DRAWING OR THE INFORMATION CONTAINED HEREIN WITHOUT THE WRITTEN PERMISSION OF CH2M HILL IS PROHIBITED.</p> <p>ALL RIGHTS RESERVED. © 2005</p>	<p>OSKAMS SB-25</p> <p>10808 NE 45TH ST. BOTHELL, WA 98011</p>	<p>AT&T Wireless Services PROJECT</p> <p>607 EASTLAKE AVENUE, E. SEATTLE, WA 98109</p>	<table border="1"> <tr> <td>NO.</td> <td>DATE</td> <td>BY</td> <td>CHKD.</td> <td>REV.</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY	CHKD.	REV.						<p>EQUIPMENT LAYOUT AND DETAILS</p> <p>JOB NO. SEAQ371 DRAWING NUMBER SEAQ371-SB25-0210</p>
NO.	DATE	BY	CHKD.	REV.											

King County Lease #: 1696
King County Site: Northshore HC
Lessee Site #: SB25
Lessee Site: OSKAMS/Northshore

Amendment No. 3 to Communication Site Lease

THIS AMENDMENT to Communication Site Lease #1696 "Lease" is made by and between **King County**, a municipal corporation and political subdivision of the State of Washington, hereinafter called "Lessor", and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, hereinafter called "Lessee."

RECITALS

This is the third (3rd) Amendment between Lessor and Lessee to Lease #1696, said Lease having been fully executed and made effective on June 15, 2000, amended the first time March 6, 2001, and amended the second time on August 22, 2001.

WHEREAS:

1. AT&T Wireless Services of Washington, is now New Cingular Wireless PCS, LLC, a Delaware limited liability company; and
2. Lessor and Lessee hereby desire to extend the Lease for five (5) additional years; and
3. Lessee now desires to replace communication equipment on the Premises, including new equipment cabinets; and
4. The King County Department of Executive Services was reorganized, resulting in a change in the name and structure of the Property Services Division such that the Property Services Division is now the Real Estate Services Section of the Facilities Management Division.

NOW, THEREFORE, LESSOR AND LESSEE HEREBY MUTUALLY AGREE TO THE FOLLOWING:

Effective immediately, King County hereby issues its consent for the substitution of New Cingular Wireless PCS, LLC, a Delaware limited liability company, for AT&T Wireless Services of Washington.

Effective immediately, Paragraph 2 of the Lease ("Term") is amended to extend the term of the Lease five (5) years, through and including July 31, 2010.

Effective immediately, Paragraph 3 of the Lease ("Rent") is amended to continue the current 5% annual increase of rents payable under the Lease extension, according to the following schedule:

August 1, 2005- July 31, 2006	\$2,127.14/month
August 1, 2006- July 31, 2007	\$2,233.50/month

October 3, 2016

August 1, 2007- July 31, 2008	\$2,345.17/month
August 1, 2008- July 31, 2009	\$2,462.43/month
August 1, 2009- July 31, 2010	\$2,585.55/month

Effective immediately, Paragraph 4 of the Lease ("Use of Premises") is amended to include two Lucent UMTS radio and battery cabinets (one each), as identified on the Equipment List, attached to this Amendment #3 as the revised **Exhibit C**, and as located on the Site Plans, attached to this Amendment #3 as an update to **Exhibit A** of the Lease.

Effective immediately, Section 7 of the Lease ("Notices") is amended by replacing Lessee's (notice) address with the following addresses:

As to Lessee: c/o Cingular Wireless LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #SB25, Cell Site Name: OSKAMS/Northshore
 6100 Atlantic Boulevard
 Norcross, GA 30071

with a copy to: Cingular Wireless, PCS, LLC
 Attn: Legal Department
 Paramus, NJ 07652
 Re: Cell Site #SB25, Cell Site Name: OSKAMS/Northshore

In addition, Lessor's (notice) address is modified and replaced with:

King County Facilities Management Division
Real Estate Services Section
500 Fourth Avenue, Suite 500
Seattle, WA 98104-2337
Attn: Wireless Facility Leasing Agent

Effective immediately, Lessee agrees to pay to Lessor a one-time payment of three hundred dollars (\$300) as additional consideration for this Lease Amendment, due and owing within 30 days of mutual execution of this First Amendment, and payable to the King County Facilities Management Division, Asset Development and Management Section at the address set forth above.

In addition, ALL OTHER TERMS AND CONDITIONS OF THE LEASE, AS AMENDED, SHALL APPLY.

October 3, 2016

STATE OF Washington)

) ss

COUNTY OF King)

I certify that E. Don MacLeod signed this instrument, on oath stated that they were authorized by New Cingular Wireless PCS, LLC to execute the instrument and acknowledged it as the Executive Director of Network Services of New Cingular Wireless PCS, LLC to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

Date: 8/16/05

NOTARY PUBLIC

HEATHER M. WRIGHT
(printed name)

in and for the State of WA
residing at SEATTLE, WA. My
appointment expires 3/14/09.

October 3, 2016

Exhibit A to Amendment No. 3 to Communication Site Lease is available from the King County Real Estate Services Division.

October 3, 2016

King County Lease #: 1696
King County Site: Northshore HC
Lessee Site #: SB25
Lessee Site: OSKAMS/Northshore

EXHIBIT C

EQUIPMENT LIST

All communications equipment to be installed on the Premises shall be listed below. Photographs or simulations and specification sheets of the communications equipment shall be attached to this list and included as part of Exhibit C.

Communications Equipment:

Shelter: Andrews, Model No. RCS 11528-27-WA2-95

Antennas: Three (3) ADC DFX-Dual-Band 820-900 & 1850-1990 MHz HBW 65

Pole: Valmont Model No. P1001

Equipment: Two(2) Lucent UMTS cabinets (1 radio, 1 battery)

One (1) Nokia BTS Cabinet

Four (4) Radio Cabinets (original installation)

One (1) GPS antenna

One (1) LMU antenna
cable run

Other supporting equipment for operation of above

October 3, 2016

King County Lease #: 1696
King County Site: Northshore HC
Lessee Site #: SB25/FA#10092582
Lessee Site: OSKAMS/Northshore

Amendment No. 4 to Communication Site Lease

THIS AMENDMENT to Communication Site Lease #1696 "Lease" is made by and between **King County**, a municipal corporation and political subdivision of the State of Washington, hereinafter called "Lessor", and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, hereinafter called "Lessee."

RECITALS

This is the fourth (4th) Amendment between Lessor and Lessee to Lease #1696, said Lease having been fully executed and made effective on June 15, 2000, amended the first time March 6, 2001, amended the second time on August 22, 2001, and amended the third time on September 14, 2005.

WHEREAS:

1. Lessor and Lessee desire to revise Section 2 ("Term") of the Lease and extend the term for one five (5) year period; and
2. Lessor and Lessee desire to revise the notice addresses in Section 7 ("Notices") of the Lease.

NOW, THEREFORE, LESSOR AND LESSEE HEREBY MUTUALLY AGREE TO THE FOLLOWING:

Effective immediately, Section 2 ("Term") of the Lease is amended to extend the term of the Lease five (5) years, commencing on August 1, 2010 and ending on July 31, 2015, and the last sentence of Section 2 is deleted and replaced with "This Lease may be amended to extend the term for one additional five (5) year period by mutual agreement of both parties."

Effective immediately, Section 3 of the Lease ("Rent") is amended to continue the current 5% annual increase of rents payable under the Lease extension, according to the following schedule:

August 1, 2010 - July 31, 2011	\$2,714.83/month
August 1, 2011 - July 31, 2012	\$2,850.57/month
August 1, 2012 - July 31, 2013	\$2,993.10/month
August 1, 2013 - July 31, 2014	\$3,142.76/month
August 1, 2014 - July 31, 2015	\$3,299.89/month

October 3, 2016

Effective immediately, Section 7 of the Lease ("Notices") is amended by replacing the (notice) addresses with the following addresses:

If to Lessee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: SB25; Cell Site Name: Oskams (WA)
Fixed Asset No: 10092582
1255 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy of such notices sent to AT&T Legal at:
If sent via certified or registered mail:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: SB25; Cell Site Name: Oskams (WA)
Fixed Asset No: 10092582
PO Box 97061
Redmond, WA 98073-9761

Or

If sent via nationally recognized overnight courier:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: SB25; Cell Site Name: Oskams (WA)
Fixed Asset No: 10092582
16331 NE 72nd Way
Redmond, WA 98052-7827

A copy sent to the Legal Department is an administration step which alone does not constitute legal notice. Either party here to may change the place for giving of notice to it by thirty (30) days' prior written notice to the other

If to Lessor:

King County Facilities Management Division
Real Estate Services Section
500 Fourth Avenue, Suite 800
Seattle, WA 98104-2337
Attn: Wireless Facility Leasing Manager

October 3, 2016

Effective immediately, Section 4 of the Lease ("Use of Premises") is modified to provide that, in the future, without the payment of additional rent and at a location mutually acceptable to Lessee and Lessor, Lessor agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

Effective immediately, Lessee agrees to pay to Lessor a one-time payment of three hundred dollars (\$300) as additional consideration for this Lease Amendment, due and owing within 30 days after execution and payable to the King County Facilities Management Division, Real Estate Services Section at the address set forth above.


In addition, ALL OTHER TERMS AND CONDITIONS OF THE LEASE, AS AMENDED, SHALL APPLY.

IN WITNESS WHEREOF, Lessor and Lessee agree to and execute this Lease Amendment on the dates specified below:

LESSEE:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

LESSOR:
King County, Washington

By: 

By: 
Stephen L. Salyer, Manager
Real Estate Services Section

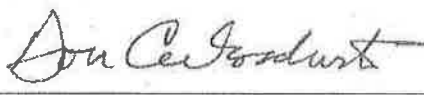
Print Name: Geri Roper

Date: 10/20/12

Its: Area Manager

Date: 6-5-12

APPROVED AS TO FORM ONLY:

By: 
Don Woodworth,
Senior Deputy Prosecuting Attorney
King County, Washington

Date: 6/27/12

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

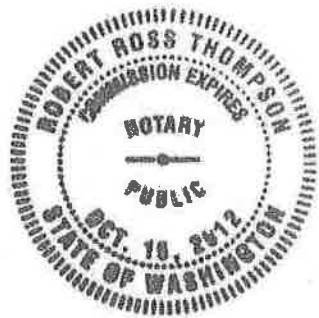
I certify that ^{Harold McWelly} ~~Stephen L. Salyer~~ signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument and acknowledged it as the Manager of the Real Estate Services Section of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: 6/20/12

[Signature]
NOTARY PUBLIC

Robert Thompson
(printed name)

in and for the State of Washington residing at
SEATTLE My appointment
expires 10/15/12.



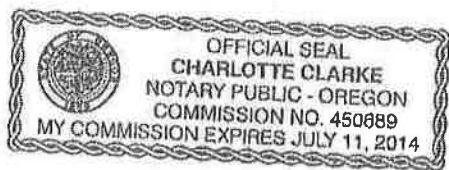
STATE OF Oregon)
) ss
COUNTY OF Washington)

I certify that Geni Roper signed this instrument, on oath stated that they were authorized by New Cingular Wireless PCS, LLC to execute the instrument and acknowledged it as the AREAMGR of New Cingular Wireless PCS, LLC to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

Date: 6/15/12

NOTARY PUBLIC
[Signature]
(printed name) Charlotte Clarke

in and for the State of Oregon
residing at Tualatin OR My
appointment expires 7/11/14.



October 3, 2016

King County Lease #: 1696
King County Site: Northshore HC
Lessee Site #: SB25/FA#10092582
Lessee Site: OSKAMS/Northshore

Amendment No. 5 to Communication Site Lease

THIS AMENDMENT to Communication Site Lease #1696 "Lease" is made by and between **King County**, a municipal corporation and political subdivision of the State of Washington, hereinafter called "Lessor", and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, hereinafter called "Lessee."

RECITALS

This is the fifth (5th) Amendment between Lessor and Lessee to Lease #1696, said Lease having been fully executed and made effective on June 15, 2000, amended the first time March 6, 2001, amended the second time on August 22, 2001, amended the third time on September 14, 2005, and amended the fourth time on June 28, 2012.

WHEREAS:

Lessee now desires to add additional antennas and associated equipment on the existing pole and in the equipment structure on the Premises.

NOW, THEREFORE, LESSOR AND LESSEE HEREBY MUTUALLY AGREE TO THE FOLLOWING:

Effective immediately, Paragraph 4 of the Lease ("Use of Premises") is amended to include three Kathrein 80010764 antennas and associated equipment, as identified on the Equipment List, attached to this Amendment #5 as the revised **Exhibit C**, and as located on the Site Plans, attached to this Amendment #5 as the revised **Exhibit A**.

Effective immediately, Section 3 of the Lease ("Rent") is amended according to the following schedule:

August 1, 2012 - July 31, 2013	\$3,593.10/month
August 1, 2013 - July 31, 2014	\$3,772.76/month
August 1, 2014 - July 31, 2015	\$3,961.39/month

Effective immediately, Lessee agrees to pay to Lessor a one-time payment of three hundred dollars (\$300) as additional consideration for this Lease Amendment, due and owing within 30 days after execution and payable to the King County Facilities Management Division, Real Estate Services Section at the address set forth above.

In addition, ALL OTHER TERMS AND CONDITIONS OF THE LEASE, AS AMENDED, SHALL APPLY.

October 3, 2016

IN WITNESS WHEREOF, Lessor and Lessee agree to and execute this Lease Amendment on the dates specified below:

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: WJ - Wood

Print Name: WAYNE WOOD

Its: AREA MGR

Date: 9-25-12

LESSOR:

King County, Washington

By: Harold M. Kelly, for
Stephen L. Salyer, Manager
Real Estate Services Section

Date: 10/11/12

APPROVED AS TO FORM ONLY:

By: Don C. Woodworth
Don Woodworth,
Senior Deputy Prosecuting Attorney
King County, Washington

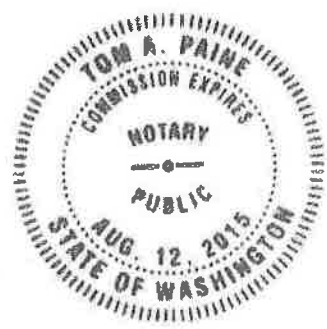
Date: 10/11/12

October 3, 2016

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that Stephen L. Salyer signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument and acknowledged it as the Manager of the Real Estate Services Section of King County, Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: 10/11/12

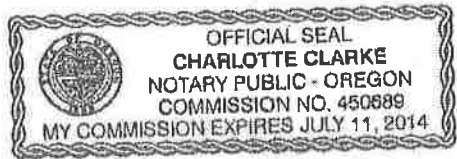


Tom Paine
NOTARY PUBLIC
TOM PAINE
(printed name)
in and for the State of Washington residing at
Seattle. My appointment
expires 8/12/15.

STATE OF Oregon)
) ss
COUNTY OF Washington

I certify that Wayne Wooten signed this instrument, on oath stated that they were authorized by New Cingular Wireless PCS, LLC, AT&T Mobility Corporation, Manager, to execute the instrument and acknowledged it as the Area MGR of New Cingular Wireless PCS, LLC, AT&T Mobility Corporation, Manager, to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

Date: 9/25/12



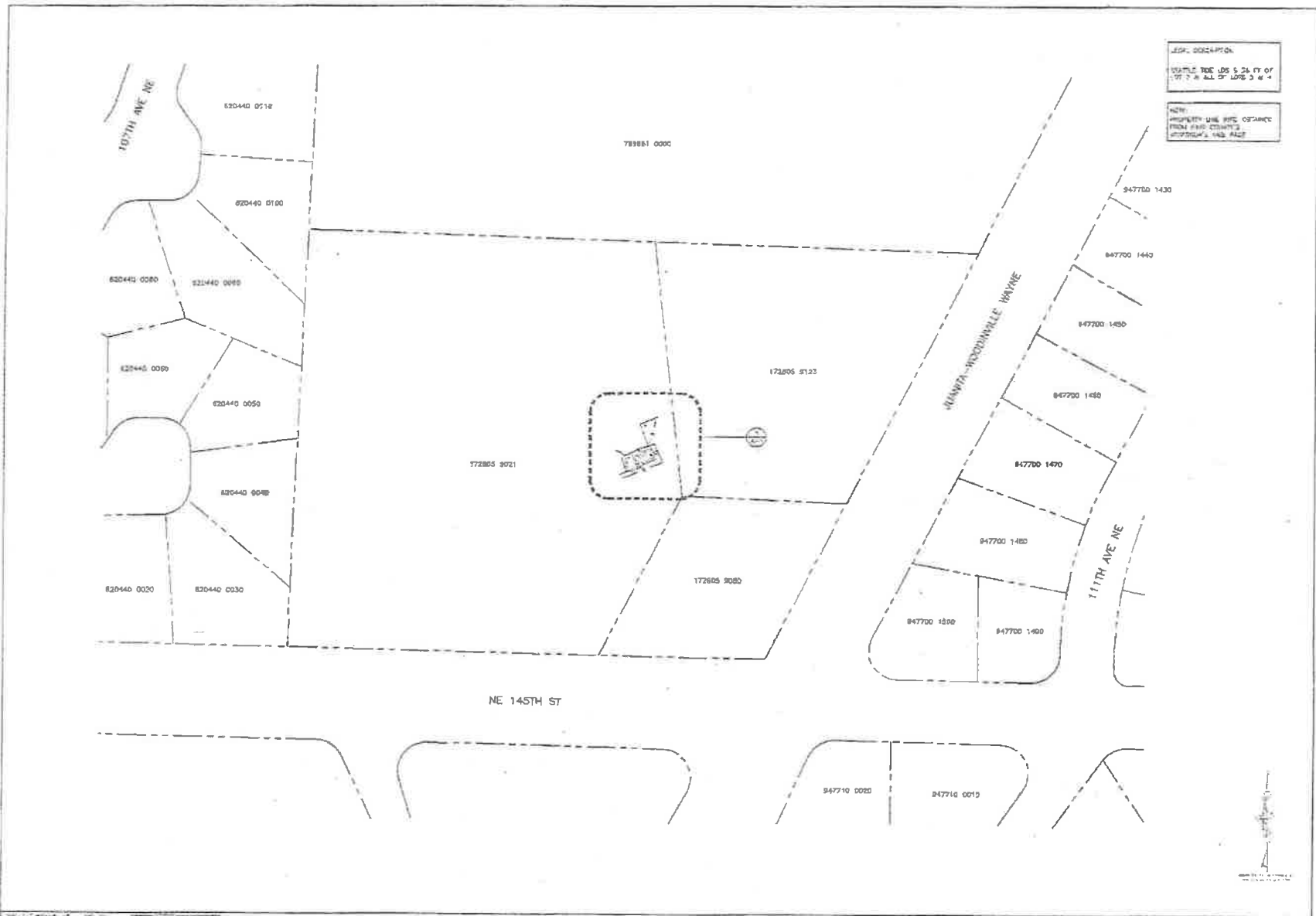
NOTARY PUBLIC
Charlotte Clarke
(printed name) Charlotte Clarke
in and for the State of Oregon
residing at Washinton. My
appointment expires 7/11/14.

October 3, 2016

King County Lease #: 1696
King County Site: Northshore HC
Lessee Site #: SB25
Lessee Site: OSKAMS/Northshore

EXHIBIT A
SITE PLANS

October 3, 2016



LEGAL DESCRIPTION:
 QUARTER 106 LGS 5 24 FT OF
 T17 S 8 ALL OF LOTS 3 & 4

NOTE:
 PROPERTY USE SHD OBTAIN
 FROM STATE COUNTY'S
 OFFICIALS 145 PAGE

at&t

WESTOWER COMMUNICATIONS

RYKA

MH MORRISON HERDFIELD

1800 WALDEN ROAD NW
 SUITE 100
 EVERETT, WA 98201
 TEL: 425-891-1001 FAX: 425-891-0002
 WWW.MHHERDFIELD.COM

OSKAMS

SR25

10600 S.E. 145TH ST NE
 BOYDILL, WA 98014

RFV SIONS

NO	DATE	REVISION	BY

NOT FOR CONSTRUCTION UNLESS
 LABELED AS CONSTRUCTION SET

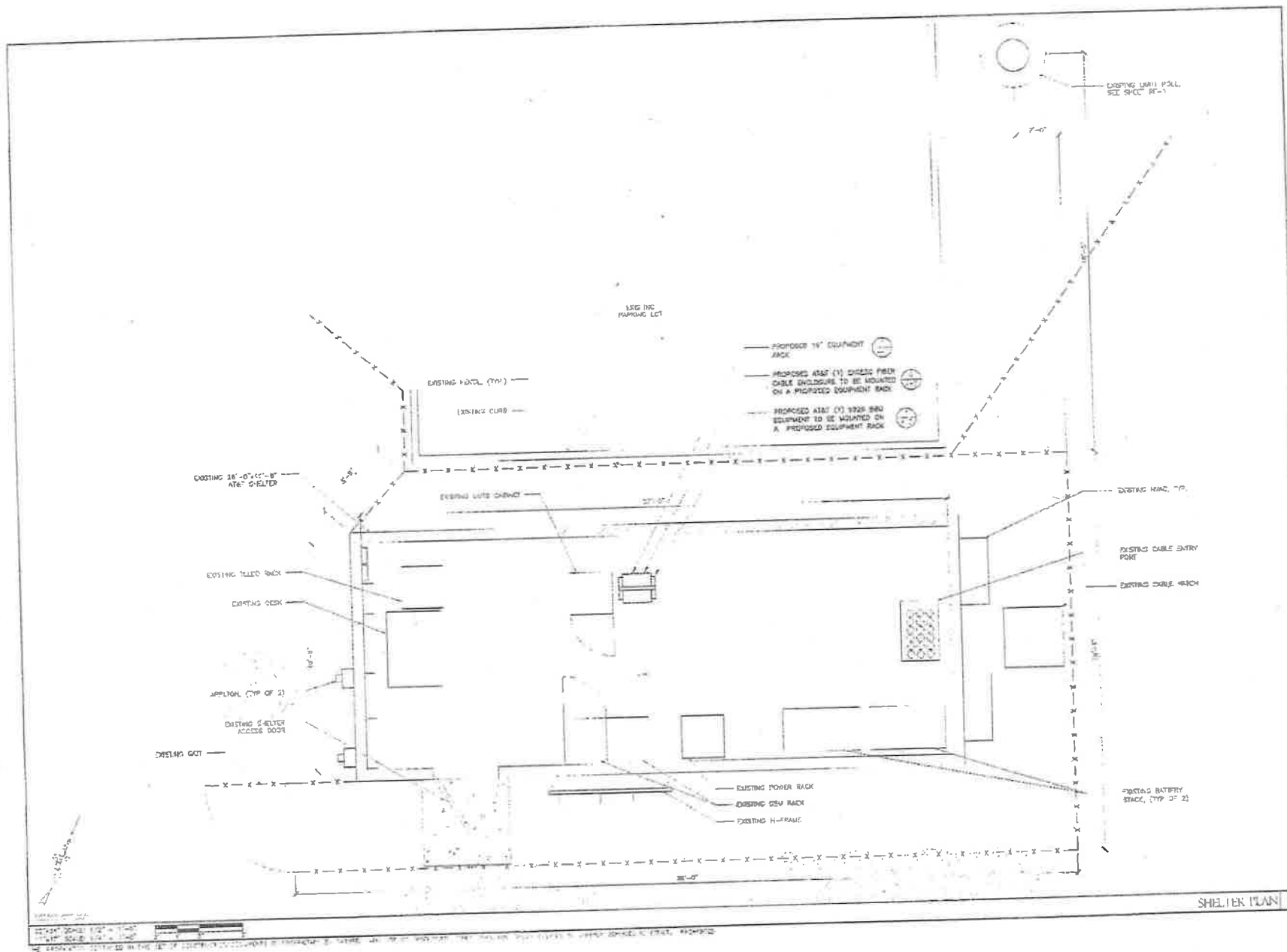
DATE PLOTTED: 10/03/16
 PLOT BY: [Signature]
 CHECKED BY: [Signature]

SHEET NO. 1
 SITE PLAN

SHEET NUMBER
C-1

22' X 11" SCALE
 1" = 40' SCALE

SHEWAN | I



at&t

WESTOWER COMMUNICATIONS

RYKA

MH MORRISON HERRINGFIELD

10000 FARM ROAD
 SUITE 100
 FARMINGTON, CT 06030
 TEL: 860.671.1111
 WWW.MORRISONHERRINGFIELD.COM

OSKAMS
 SB25
 10000 FARM ROAD
 SUITE 100
 FARMINGTON, CT 06030

REVISIONS

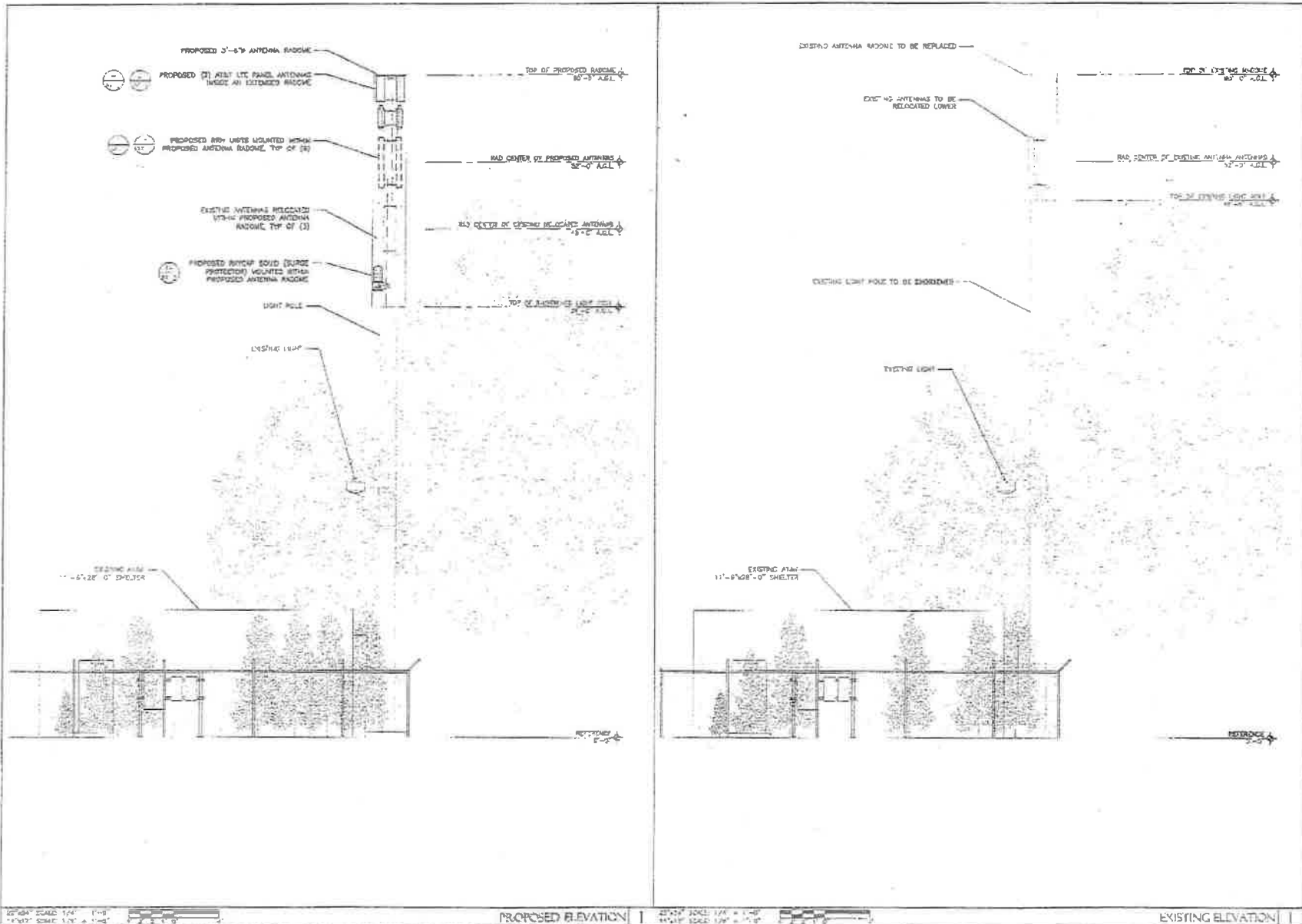
NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION UNLESS LABELLED AS CONSTRUCTION SET

SHEET TITLE
 SHELTER PLAN

SHEET NUMBER
A-1

THESE DRAWINGS ARE THE PROPERTY OF MORRISON HERRINGFIELD. NO PART OF THESE DRAWINGS IS 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 MORRISON HERRINGFIELD.



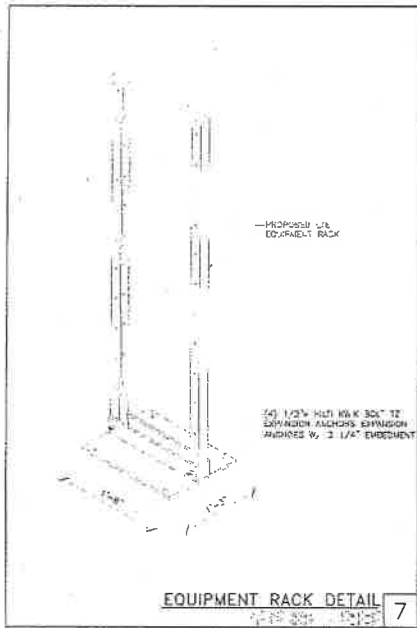
OSKAMS
S625
GRAPHIC DESIGN & ARCHITECTURE
10000 W. 10th Ave, Suite 100
Aurora, CO 80015

REVISIONS			
NO.	DATE	DESCRIPTION	BY

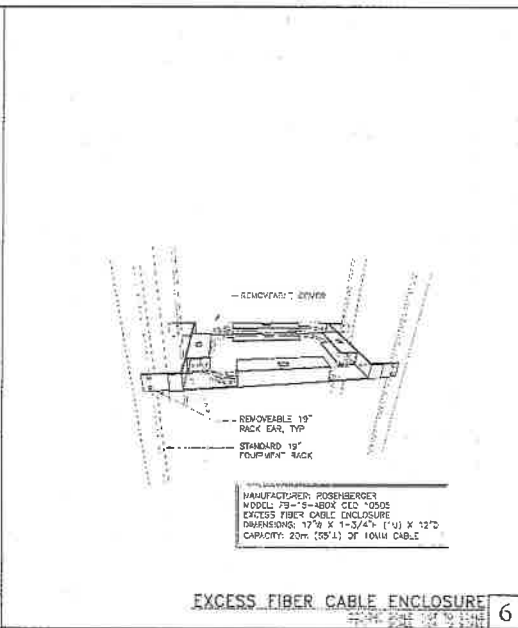
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SHEET TITLE
FENCE & SHIELD ELEVATION

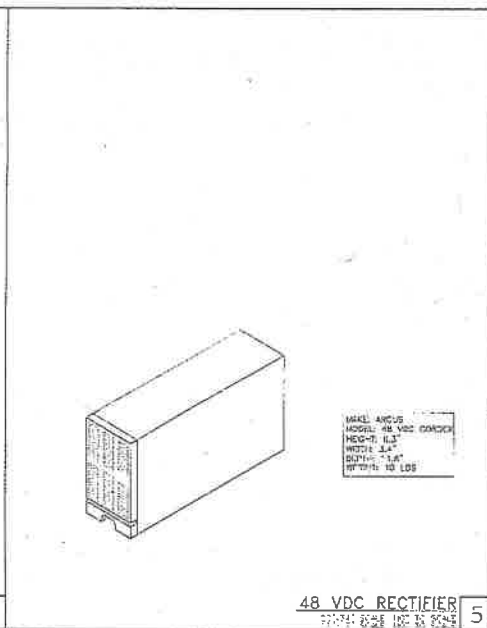
SHEET NUMBER
A-2



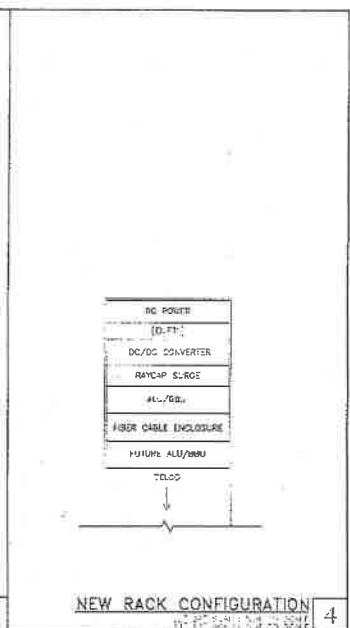
EQUIPMENT RACK DETAIL 7



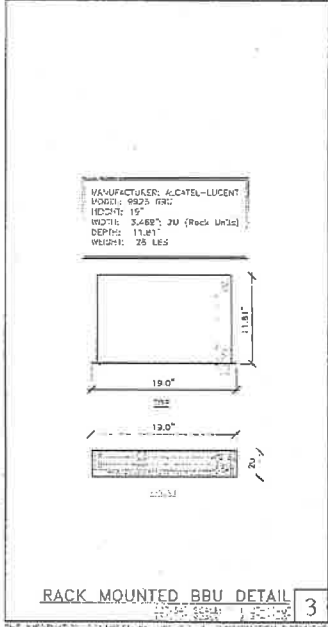
EXCESS FIBER CABLE ENCLOSURE 6



48 VDC RECTIFIER 5



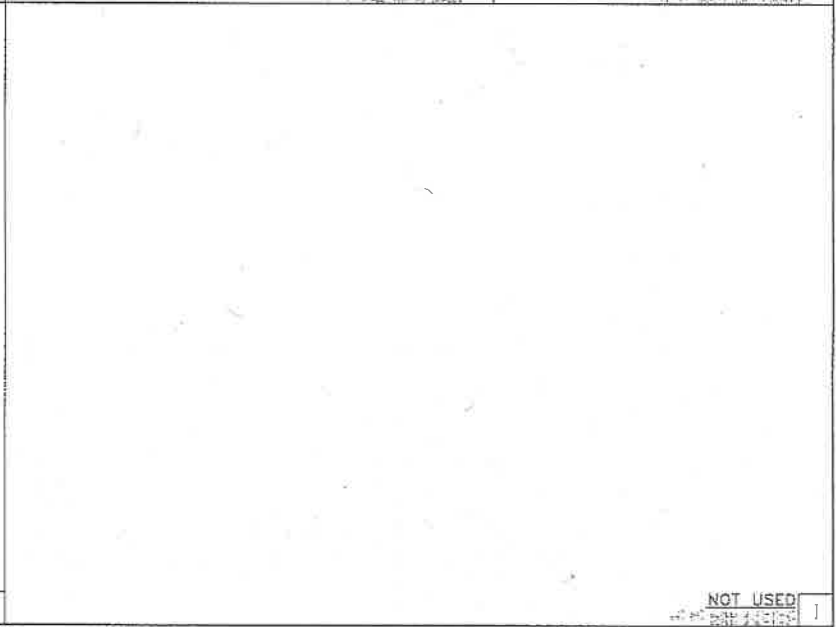
NEW RACK CONFIGURATION 4



RACK MOUNTED BBU DETAIL 3



RF SIGN 2



at&t

WESTOWER COMMUNICATIONS

RYKA CONSULTING

MORRISON HERSHFIELD

15000 JUPITER BLVD, SUITE 610
 BELLEVUE, WA 98004
 TEL: 425-451-1301 FAX: 425-385-0560
www.morrisonherffield.com

REVISIONS

NO.	DATE	DESCRIPTION	BY

OSKAMS SB25

10303 F.E. HAYS BLVD. #1
 BETHELL, WA 98021

REVISIONS

NO.	DATE	DESCRIPTION	BY

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

DATE PLOTTED	
PLotted By	
SCALE	

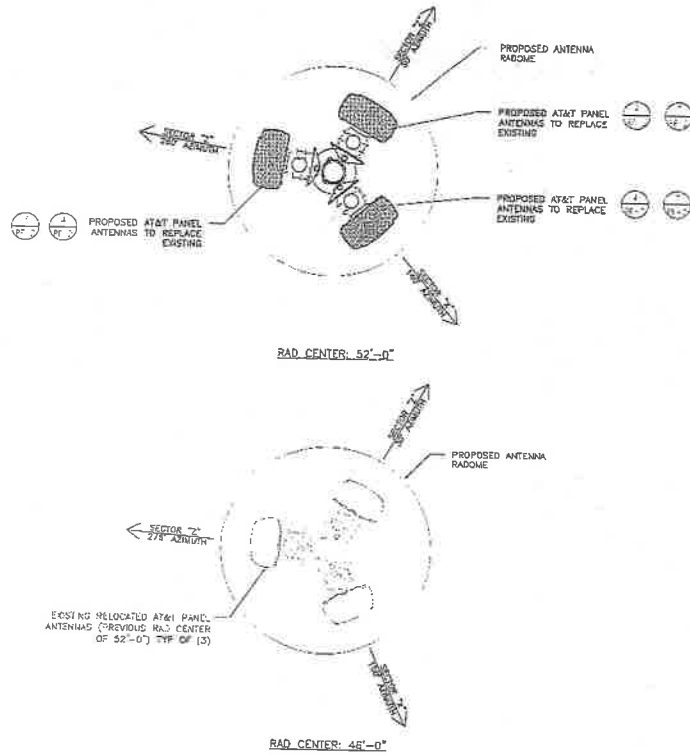
SHEET TITLE
 CONSTRUCTION SET

SHEET NUMBER
A-3

THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF MORRISON HERSHFIELD. ANY USE OF THIS INFORMATION FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF MORRISON HERSHFIELD IS PROHIBITED.

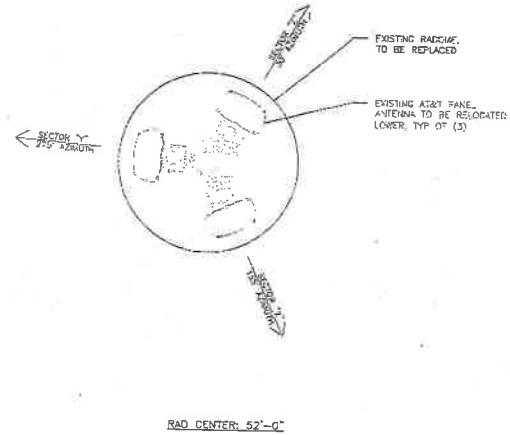
PROPOSED ANTENNA CONFIGURATION AND SCHEDULE													
SECTOR X	AZIMUTH	RAD CENTER	NUMBER OF ANTENNAS	VENDOR	MODEL	ELEC. TILT	MEDIA TILT	RET	TMA	NUMBER OF FEEDERS	COAX #	FEEDER LENGTH	DIPLEXED
CSM 850	156°	45°-0"	1	ALAN DICK	DFK-C565	0°	0°	NO	NONE	1	7/8"	101'-0"	NO
CSM 1900								YES	NONE	1	7/8"	101'-0"	NO
UMTS 1900								YES	NONE	1	7/8"	101'-0"	NO
UMTS 1900_1								YES	NONE	1	7/8"	101'-0"	NO
LTE 700								YES	NONE	1	7/8"	101'-0"	NO
SECTOR Y	AZIMUTH	RAD CENTER	NUMBER OF ANTENNAS	VENDOR	MODEL	ELEC. TILT	MEDIA TILT	RET	TMA	NUMBER OF FEEDERS	COAX #	FEEDER LENGTH	DIPLEXED
CSM 850	270°	85°-0"	1	ALAN DICK	DFK-C565	0°	0°	NO	NONE	1	7/8"	101'-0"	NO
CSM 1900								YES	NONE	1	7/8"	101'-0"	NO
UMTS 1900								YES	NONE	1	7/8"	101'-0"	NO
UMTS 1900_1								YES	NONE	1	7/8"	101'-0"	NO
LTE 700								YES	NONE	1	7/8"	101'-0"	NO
SECTOR Z	AZIMUTH	RAD CENTER	NUMBER OF ANTENNAS	VENDOR	MODEL	ELEC. TILT	MEDIA TILT	RET	TMA	NUMBER OF FEEDERS	COAX #	FEEDER LENGTH	DIPLEXED
CSM 850	30°	52°-0"	1	ALAN DICK	DFK-C565	0°	0°	NO	NONE	1	7/8"	101'-0"	NO
CSM 1900								YES	NONE	1	7/8"	101'-0"	NO
UMTS 1900								YES	NONE	1	7/8"	101'-0"	NO
UMTS 1900_1								YES	NONE	1	7/8"	101'-0"	NO
LTE 700								YES	NONE	1	7/8"	101'-0"	NO

NOTE: FIELD VERIFY ALL COAX LENGTHS.



EXISTING ANTENNA CONFIGURATION AND SCHEDULE													
SECTOR X	AZIMUTH	RAD CENTER	NUMBER OF ANTENNAS	VENDOR	MODEL	ELEC. TILT	MEDIA TILT	RET	TMA	NUMBER OF FEEDERS	COAX #	FEEDER LENGTH	DIPLEXED
CSM 850	156°	45°-0"	1	ALAN DICK	DFK-C565	0°	0°	NO	NONE	1	7/8"	101'-0"	NO
CSM 1900								YES	NONE	1	7/8"	101'-0"	NO
UMTS 1900								YES	NONE	1	7/8"	101'-0"	NO
UMTS 1900_1								YES	NONE	1	7/8"	101'-0"	NO
LTE 700								YES	NONE	1	7/8"	101'-0"	NO
SECTOR Y	AZIMUTH	RAD CENTER	NUMBER OF ANTENNAS	VENDOR	MODEL	ELEC. TILT	MEDIA TILT	RET	TMA <td>NUMBER OF FEEDERS</td> <td>COAX #</td> <td>FEEDER LENGTH</td> <td>DIPLEXED</td>	NUMBER OF FEEDERS	COAX #	FEEDER LENGTH	DIPLEXED
CSM 850	270°	85°-0"	1	ALAN DICK	DFK-C565	0°	0°	NO	NONE	1	7/8"	101'-0"	NO
CSM 1900								YES	NONE	1	7/8"	101'-0"	NO
UMTS 1900								YES	NONE	1	7/8"	101'-0"	NO
UMTS 1900_1								YES	NONE	1	7/8"	101'-0"	NO
LTE 700								YES	NONE	1	7/8"	101'-0"	NO
SECTOR Z	AZIMUTH	RAD CENTER	NUMBER OF ANTENNAS	VENDOR	MODEL	ELEC. TILT	MEDIA TILT	RET	TMA <td>NUMBER OF FEEDERS</td> <td>COAX #</td> <td>FEEDER LENGTH</td> <td>DIPLEXED</td>	NUMBER OF FEEDERS	COAX #	FEEDER LENGTH	DIPLEXED
CSM 850	30°	52°-0"	1	ALAN DICK	DFK-C565	0°	0°	NO	NONE	1	7/8"	101'-0"	NO
CSM 1900								YES	NONE	1	7/8"	101'-0"	NO
UMTS 1900								YES	NONE	1	7/8"	101'-0"	NO
UMTS 1900_1								YES	NONE	1	7/8"	101'-0"	NO
LTE 700								YES	NONE	1	7/8"	101'-0"	NO

NOTE: FIELD VERIFY ALL COAX LENGTHS.



21"x34" SCALE 1" = 1'-0"
 11"x17" SCALE 1/2" = 1'-0"
PROPOSED ANTENNA CONFIGURATION 2

21"x34" SCALE 1" = 1'-0"
 11"x17" SCALE 1/2" = 1'-0"
EXISTING ANTENNA CONFIGURATION 1

at&t

WESTOWER COMMUNICATIONS

RYKA CONSULTING

ITR MORRISON HERSHEYFIELD
 10800 NE 4th, Suite 110
 Bellevue, WA 98004
 Tel: 206.451.1501 Fax: 206.451.1502
 www.morrisonhershfield.com

REVISIONS

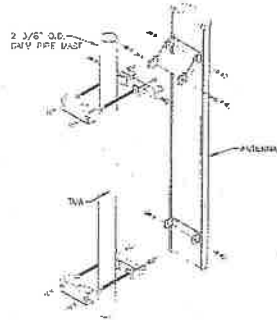
NO.	DATE	DESCRIPTION	BY

OSKAMS SB25
 10808 NE 4th St
 Bldg 200, WA 98154

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

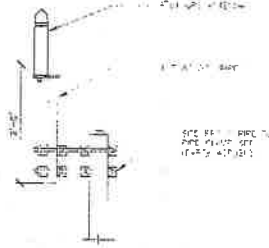
SHEET TITLE
 ANTENNA CONFIGURATION

SHEET NUMBER
RF-1



PANEL ANTENNA MOUNTING DETAIL

7

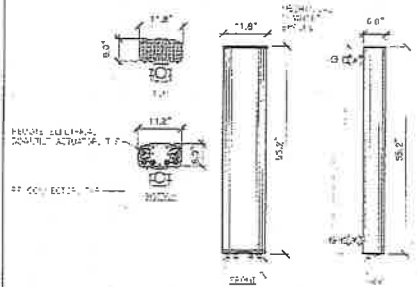


- NOTES**
1. LOCATION OF ANTENNA MUST HAVE CLEAR VIEW OF SOUTHERN SKY AND CANNOT HAVE ANY OBSTACLES EXCEEDED 30% OF THE SURFACE AREA OF A 45DEGREE ANGLE AROUND THE GPS ANTENNA.
 2. ALL GPS ANTENNA LOCATIONS MUST BE ABLE TO RECEIVE CLEAR SIGNALS FROM A MINIMUM OF FOUR (4) SATELLITES. VERIFY WITH HANDHELD GPS BEFORE FINAL LOCATION OF GPS ANTENNA.

NOT USED

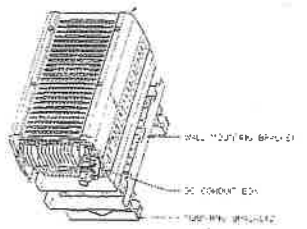
6

MANUFACTURER: KATHREIN
 MODEL: KATH1264
 HEIGHT: 40.8 INCHES
 DIMENSIONS: 22.2\"/>



KATHREIN ANTENNA SPECIFICATIONS

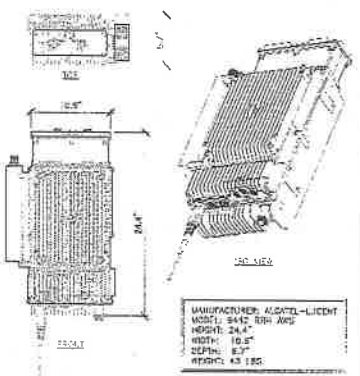
4



MANUFACTURER: ALCATEL-LUCENT
 MODEL: 8442 RRH 700MHz
 HEIGHT: 21\"/>

RRH 700MHZ DETAIL

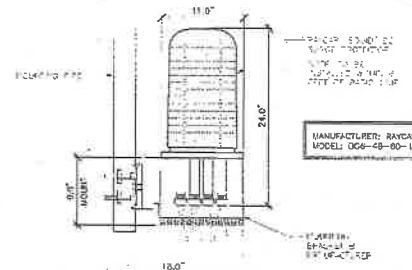
3



MANUFACTURER: ALCATEL-LUCENT
 MODEL: 8442 RRH AWS
 HEIGHT: 24.4\"/>

RRH AWS DETAIL

2



MANUFACTURER: RAYCAP
 MODEL: OCS-48-80-19-0P \"SQUID\"

RAYCAP SQUID DETAIL

1A

at&t
 WESTTOWER COMMUNICATIONS
 RYKA
 MORRISON HERSHFIELD

OSKAMS
 SB25
 10808 HE 14574 ST. AVE
 BIRMINGHAM, AL 35261

REVISIONS

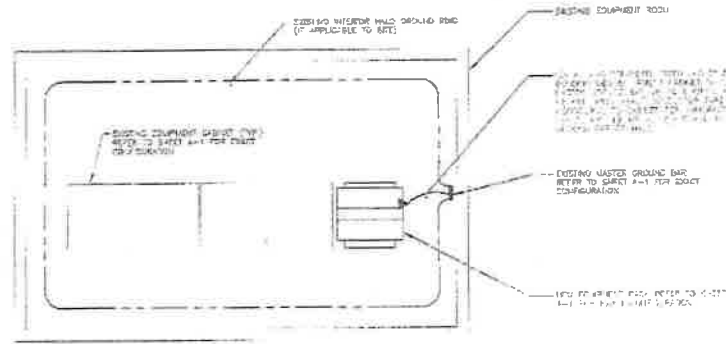
NO.	DATE	DESCRIPTION	BY
1	11/11/15	ISSUE FOR CONSTRUCTION	RF

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

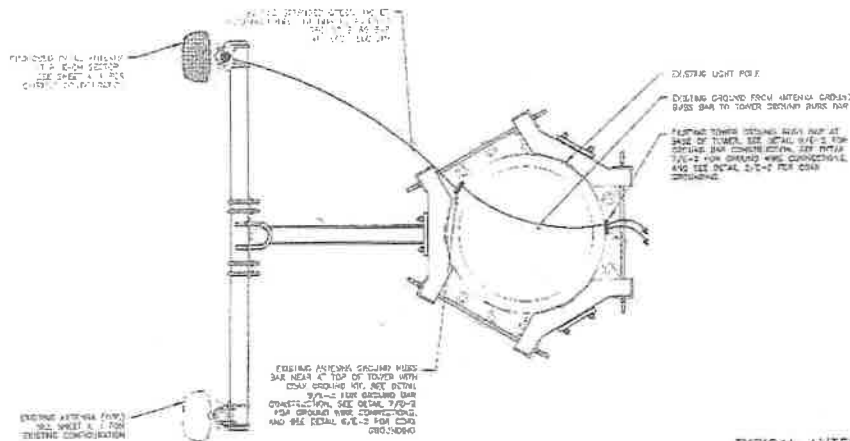
DATE PLOTTED: 11/11/15 10:54 AM
 DRAWN BY: RF
 CHECKED BY: RF

SHEET TITLE
 RF EQUIPMENT
 DETAIL

SHEET NUMBER
 RF-2



TYPICAL EQUIPMENT AREA GROUNDING PLAN 2



TYPICAL ANTENNA GROUNDING PLAN 1

GROUNDING NOTES & LEGEND

- GENERAL GROUNDING NOTES**
- ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
 - GROUND ALL ANTENNA BARS, TRIPLES, CABLE BARS, AND OTHER METALLIC COMPONENTS USING GROUND WIRE AND CONNECT TO SURFACE MOUNTED FIBER BARS. FOLLOW ANTENNA AND SITE MANUFACTURERS' INSTRUCTIONS FOR GROUNDING REQUIREMENTS. GROUND WIRE SHOULD BE BOTH LINES AND EXISTING TOWER OR POLE USING WIRE'S INSTRUCTIONS.
 - ALL GROUND CONNECTIONS SHALL BE CHECKED ALL TYPES SHALL BE CORROSION RESISTANT. ALL GROUND WIRE SHALL BE OPEN RELATED WIRE ABOVE GROUND.
 - CONTRACTOR TO VERIFY AND TEST GROUND TO SOURCE. GROUNDING AND OTHER OCCASIONAL TESTING WILL BE SUPERVISED BY AIAI APPROVED, LLC REPRESENTATIVE.
 - REFER TO DRAWING NO. GENERAL ELECTRICAL GENERAL ELECTRICAL PROVISIONS AND COMPLY WITH ALL REQUIREMENTS OF REGULATORY AGENCIES.
 - CONTRACTOR TO PROVIDE DETAIL DESIGN OF GROUNDING SYSTEM AND RECEIVE APPROVAL OF DESIGN BY ARCHITECTS AND ENGINEER'S SUPERVISOR. PRIOR TO INSTALLATION IN CONCRETE FOUNDATION. THESE DOCUMENT ALL CABLES AND GROUND WIRE.
 - VERIFY CONSTRUCTION WAGON IF THERE ARE ANY VIBRATIONS INSTALLING GROUNDING SYSTEM DUE TO SITE SOIL CONDITIONS.

GROUNDING AND NOTES

WIRELESS EQUIPMENT

ELECTRICAL CONNECTIONS SHALL BE MADE USING WIRELESS EQUIPMENT SINCE THE GROUNDING SYSTEM HAS BEEN APPROVED. A QUALIFIED ELECTRICIAN VERIFYING THE FULL OF ANTENNA WIRELESS TOWER PERFORM THE TEST. THE REPORT WILL SHOW THE LOCATION OF THE TEST AND CONFORM TO LOCAL TEST & TEST POWER ALONG THE TOWER AND SHOWN OUT TO EACH OF THE PLANT.

A WIRELESS EQUIPMENT TEST OR 3 POINT TEST SHALL NOT BE ACCEPTED AS ALTERNATIVE TO THE ABOVE WIRELESS EQUIPMENT TEST. TEST SHALL BE PERFORMED WHILE THE CONSTRUCTION IS SUSPENDED FROM THE A/C SYSTEM DURING AND DURING TRANSMISSIONS CLEARLY.

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
⊗	COPPER GROUND WIRE	⊗	TEST WELL
⊙	CHANGED PER MANUFACTURER'S SPEC	—	GROUND WIRE
●	DOUBLE CONNECTION	—	GROUND WIRE
■	MECHANICAL CONNECTION (DOUBLE WIRE LUG)	—	GROUND WIRE
▶	FIELD VERIFY AS BE AND EXISTING GROUNDING SYSTEM		

at&t
WestTower COMMUNICATIONS
RYKA
MORRISON HERSHFIELD

OSKAMS
SB25

REV. SHEET

NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

DATE	BY	CHECKED

SHEET TITLE
SHEET NUMBER
E-1

THIS DRAWING IS THE PROPERTY OF THE ARCHITECT AND SHALL BE KEPT IN CONFIDENCE AND NOT 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 ARCHITECT.

October 3, 2016

King County Lease #: 1696
King County Site: Northshore HC
Lessee Site #: SB25
Lessee Site: OSKAMS/Northshore

EXHIBIT C

EQUIPMENT LIST

All communications equipment to be installed on the Premises shall be listed below. Photographs or simulations and specification sheets of the communications equipment shall be attached to this list and included as part of Exhibit C.

Communications Equipment:

Shelter: Andrews, Model No. RCS 11528-27-WA2-95

Antennas: Three (3) ADC DFX-Dual-Band 820-900 & 1850-1990 MHz HBW 65
Three (3) Kathrein 80010764

Pole: Valmont Model No. P1001

Equipment: Two (2) Lucent UMTS cabinets (1 radio, 1 battery)

One (1) Nokia BTS Cabinet

Four (4) Radio Cabinets (original installation)

One (1) GPS antenna

One (1) LMU antenna

Six (6) RRH Units mounted on pole
cable run

Other supporting equipment for operation of above



800 10764

700 MHz Dual Band 4', 65 Degree Antenna
RET

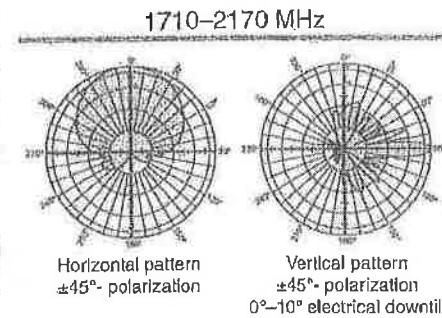
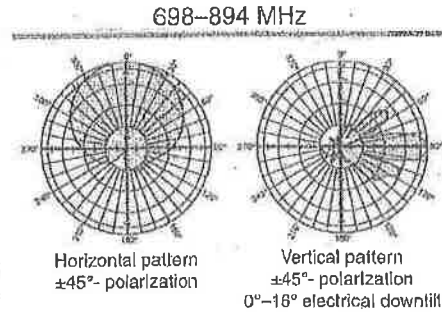
Kathrein's X-polarized antennas are designed for use in digital polarization diversity systems.

- X-polarized (+45° and -45°).
- UV resistant fiberglass radomes.
- Wideband vector dipole technology.
- DC Grounded metallic parts for impulse suppression.
- RET motor housed inside the radome and field replaceable.

General specifications:

Frequency range	698-894 MHz // 1710-2170 MHz
Impedance	50 ohms
VSWR	<1.5:1
Intermodulation (2x20w)	IM3: < -150 dBc
Polarization	+45° and -45°
Connector	4 x 7-16 DIN female (long neck)
Isolation	Intrasystem >30 dB // Intersystem >35 dB

See reverse for order information.



IRT specifications:

Logical interface ex factory ¹⁾	AISG 1.1
Protocols	AISG 1.1 and 3GPP/AISG 2.0 compliant
Hardware interface ²⁾	2 x 8pin connector acc. IEC 60130-9; according to AISG: - RCUin (male): Control / Daisy chain in - RCUout (female): Daisy chain out
Power supply	10-30 V
Power Consumption	<1 W (standby); <8.5 W (motor activated)
Adjustment time (full range)	40 seconds
Adjustment cycles	>50,000
Certification	FCC 15.107 Class B Computing Devices

¹⁾ The protocol of the logical interface can be switched from AISG 1.1 to 3GPP/AISG 2.0 and vice versa with a vendor specific command.

Please note: If the Primary of the RETsystem doesn't support the standard of the 'logical interface ex factory', the RCU must be switched to the appropriate standard of the Primary before installation. Please contact Kathrein for further information.

²⁾ The tightening torque for fixing the connector must be 0.5 - 1.0 Nm ('hand-tightened'). The connector should be tightened by hand only!

Specifications:	698-806 MHz	824-894 MHz	1710-1755 MHz	1850-1990 MHz	2110-2170 MHz
Gain	14.3 dBi	14.8 dBi	17.3 dBi	17.5 dBi	17.3 dBi
Front-to-back ratio	>30 dB (co-polar) 32 dB (average)	>27 dB (co-polar) 30 dB (average)	>30 dB (co-polar) 34 dB (average)	>30 dB (co-polar) 34 dB (average)	>30 dB (co-polar) 34 dB (average)
Maximum input power per input	500 watts (at 50°C)	500 watts (at 50°C)	300 watts (at 50°C)	300 watts (at 50°C)	300 watts (at 50°C)
+45° and -45° polarization horizontal beamwidth	68° (half-power)	65° (half-power)	61° (half-power)	60° (half-power)	61° (half-power)
+45° and -45° polarization vertical beamwidth	15° (half-power)	13.5° (half-power)	7.5° (half-power)	7.5° (half-power)	7.5° (half-power)
Electrical downtilt continuously adjustable	0°-16°	0°-16°	0°-10°	0°-10°	0°-10°
Min sidelobe suppression for first sidelobe above main beam average	0° 8° 16° T 17 16 16 dB 19 19 18 dB	0° 8° 16° T 18 18 16 dB 22 20 20 dB	0° 5° 10° T 18 18 17 dB 20 20 20 dB	0° 5° 10° T 18 18 17 dB 20 20 20 dB	0° 5° 10° T 18 18 17 dB 20 20 20 dB
Gross polar ratio					
Main direction	0°	0°	0°	0°	0°
Sector	±60°	±60°	±60°	±60°	±60°
Tracking	1.5 db	1.5 db	2.0 db	1.0 db	2.0 db
Squint	±2.5°	±4°	±4°	±1.5°	±4°



KATHREIN SCALA DIVISION

800 10764

700 MHz Dual Band 4', 65 Degree Antenna
RET

Mounting Brackets
for use with 2-point mount antennas
Mast dia. 2-4.5 inches (50-115 mm)
Weight: 4 lb (1.8 kg)

Mechanical Tilt Brackets
for use with 2-point mount antennas
Weight: 13 lb (5.9 kg)
(Model 850 10007)

Mechanical specifications:

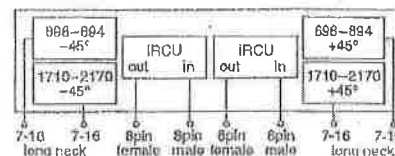
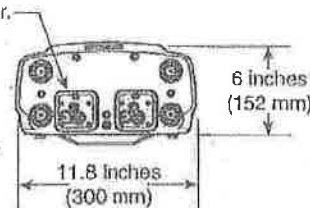
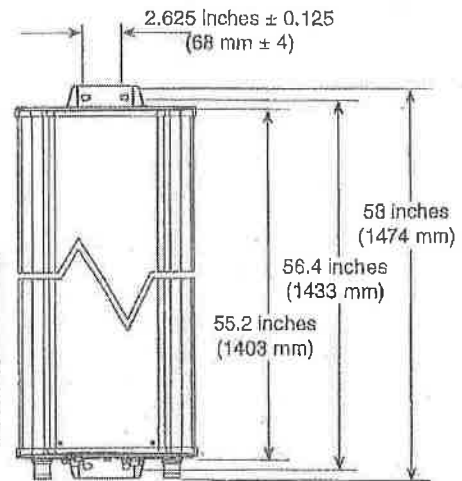
Weight	40.8 lb (18.5 kg)
Dimensions	55.2 x 11.8 x 6 inches (1403 x 300 x 152 mm)
Wind load Front/Side/Rear	at 93 mph (150kph) 156 lbf / 59 lbf / 160 lbf (690 N) / (260 N) / (710 N)
Wind survival rating*	150 mph (240 kph)
Shipping dimensions	64.8 x 12.6 x 7.5 inches (1646 x 322 x 190 mm)
Shipping weight	50 lb (22.7 kg)
Mounting	Mounting hardware included for 2 to 4.8 inch (50 to 115 mm) OD masts.

KATHREIN 860 10149

FC Tested To Comply With FCC Standards

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Note: Refer to part number 860 10149 for the specifications of the remote control actuator.



Order Information:

Model	Description
800 10764	Dualband antenna with mounting bracket 0°-16° // 0°-10° electrical downtilt
800 10764 K	Dualband antenna with mounting bracket and mechanical tilt bracket 0°-16° // 0°-10° electrical downtilt

* Mechanical design is based on environmental conditions as stipulated in TIA-222-G-2 (December 2009) and/or ETS 300 019-1-4 which include the static mechanical load imposed on an antenna by wind at maximum velocity. See the Engineering Section of the catalog for further details.

All specifications are subject to change without notice. The latest specifications are available at www.kathrein-scala.com.

Kathrein Inc., Scala Division Post Office Box 4580 Medford, OR 97501 (USA) Phone: (541) 779-6500 Fax: (541) 779-3991
Email: communications@kathrein.com Internet: www.kathrein-scala.com

October 3, 2016

King County Lease #: 1696
King County Site: Northshore HC
Lessee Site #: SB25
Lessee Site: OSKAMS/Northshore

Amendment No. 6 to Communication Site Lease

THIS SIXTH AMENDMENT ("Sixth Amendment") to Communication Site Lease #1696 "Lease" is made by and between **King County**, a municipal corporation and political subdivision of the State of Washington, hereinafter called "Lessor", and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, hereinafter called "Lessee", by and through its attorney in fact, CCATT LLC, a Delaware limited liability company,

RECITALS

This is the Sixth Amendment between Lessor and Lessee to Communication Site Lease #1696, said Lease having been fully executed and made effective on June 15, 2000, amended the first time on March 6, 2001, amended the second time on August 22, 2001, amended the third time on September 14, 2005, amended the fourth time on June 28, 2012, and amended the fifth time on October 11, 2012.

WHEREAS:

- A. The Term of the existing Lease shall expire on July 31, 2015 and Lessor and Lessee desire to revise Section 2 ("Term") of the Lease and provide for a new five (5) year period in accordance with the terms of this Amendment; and
- B. Lessor and Lessee desire to revise Section 15 ("Nondiscrimination") of Exhibit B of the Lease.

NOW, THEREFORE, LESSOR AND LESSEE HEREBY MUTUALLY AGREE TO THE FOLLOWING:

- 1. Effective as of the full execution of this Sixth Amendment, Section 2, of the Lease ("Term") shall be amended to include a new Term of five (5) years that shall commence on August 1, 2015 ("Commencement Date") and shall end on July 31, 2020, unless terminated sooner in accordance with the terms of the Lease.
- 2. Effective as of the full execution of this Sixth Amendment, Section 3 of the Lease ("Rent, Offset and Leasehold Exeise Tax") is amended to include the following Rent Schedule, the amounts of which include continuation of the 5% annual increase of rents payable under the Lease:

August 1, 2015 - July 31, 2016	\$4,159.46/month
August 1, 2016 - July 31, 2017	\$4,367.44/month
August 1, 2017 - July 31, 2018	\$4,585.81/month
August 1, 2018 - July 31, 2019	\$4,815.10/month
August 1, 2019 - July 31, 2020	\$5,055.85/month

3. Effective as of the full execution of this Sixth Amendment, Section 15 ("Non-Discrimination") of Exhibit B of the Lease is deleted in its entirety and replaced with the following language:

15. Nondiscrimination: Lessee shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. Lessee shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with Lessor.

4. Effective as of the full execution of this Sixth Amendment, Lessee agrees to pay to Lessor a one-time payment of three hundred dollars (\$300.00) as additional consideration for this Amendment, due and owing within thirty (30) days of mutual execution of this Sixth Amendment, and payable to the King County Facilities Management Division, Real Estate Services Section, 500 - 4th Avenue, Room 830, Seattle, WA 98104.

5. Effective as of the full execution of this Sixth Amendment, the following sentence is hereby added to the end of Section 18 (A) "Government Approvals":

If requested by Lessee, Lessor, at Lessee's sole cost and expense, shall reasonably cooperate with Lessee in Lessee's efforts to obtain or maintain all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in accordance with applicable law, rules or regulations to utilize the Premises for the purpose of constructing, maintaining and operating a communication facility, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto, and as authorized by the Lease. Lessor agrees to be named applicant if requested by Lessee.

6. Notices. Lessee's notice addresses as stated in Section 8 of the Lease is amended as follows:

LESSEE'S PRIMARY CONTACT

CCATT LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

7. IRS Form W 9. Lessor agrees to provide Lessee with a completed IRS Form W 9, or its equivalent, upon execution of this Sixth Amendment and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W 9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W 9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

8. Ratification.

a) Lessor and Lessee agree that Lessee is the current lessee under the Lease, the Lease is in full force and effect, as amended herein, and the Lease contains the entire agreement between Lessor and Lessee with respect to the Premises.

b) Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Sixth Amendment and to perform all of its obligations under the Lease as amended.

9. Remainder of Lease Unaffected. The parties hereto acknowledge that except as expressly modified hereby and by the previous five (5) amendments, the Lease remains in full force and effect. This Sixth Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Lessor and Lessee execution pages follow]

October 3, 2016

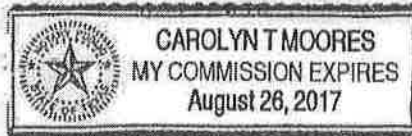
STATE OF TEXAS

county of HARRIS

Before me, Carolyn T. Moores (here insert name of the officer), Notary Public, on this day personally appeared Lisa A Sedgwick, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17 day of July, 2015.

Carolyn T Moores
Signature of Notary Public
(seal)



October 3, 2016

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 31st day of July, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Anthony Wright, known to me to be the Director of King County Facilities Management Division, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

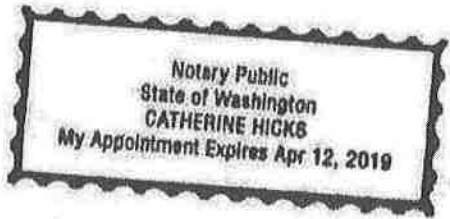
I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgement is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Dated this 31st day of July, 2015.

Catherine Hicks
(Signature of Notary)

Catherine Hicks
(Print Name of Notary)



Notary public in and for the state of
Washington, residing at Seattle
My appointment expires 04/19/2015

EXHIBIT F

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), is made and entered into between TTL, LLC, a Washington limited liability company ("Landlord"), and KING COUNTY, a political subdivision of the State of Washington ("Tenant").

1. Basic Lease Information

1.1 Lease Date: _____, 2016 (for reference purposes only)

1.2 Landlord: TTL, LLC

1.3 Tenant: King County, a political subdivision of the State of Washington

1.4 Building: Located at: 10808 NE 145th Street, Bothell, King County, State of Washington, on that certain real property that is legally described on the attached Exhibit A ("Real Property")

1.5 Premises: The area depicted on the attached Exhibit B-1, containing approximately 16,277 rentable square feet, as well as exclusive use of the parking area depicted in Exhibit B-2

Tenant's Pro Rata Share: Not-Applicable

1.6 Permitted Use: operation of health and medical clinics, office use, and/or any other legally permissible use

1.7 Initial Term: three (3) months

1.8 Extended Term(s): two (2) options to extend of three (3) months per option term.

1.9 Lease Commencement Date (also referred to as "LCD"): See Section 3

1.10 Rent Commencement Date: The same as the Lease Commencement Date

1.11 Expiration Date: See Section 3

1.12 Rent:

Months	Base Rent per rentable square foot per annum	Base Rent per month
1-3	\$10.00	\$13,564.00

1.13 Security Deposit: Not-Applicable

1.14 Landlord's Address for Notices: 16017 Juanita Woodinville Way NE, Bothell, WA 98011.

1.15 Tenant's Address for Notices:

King County Real Estate Services Section
830 King County Administration Building
500 - 4th Avenue
Seattle, WA 98104
Attn: Manager, Real Estate Services Section

2. Premises.

Landlord hereby leases the Premises to Tenant for the Term set forth above. Tenant currently occupies the Premises due to its prior ownership of the Building and Premises. Landlord is delivering the Premises to Tenant under this Lease, and the Premises shall be accepted by Tenant, in "AS IS" condition as of the Commencement Date.

As part of the tenancy, Tenant shall have exclusive use of the parking area adjacent to the Building that is depicted in Exhibit B-2.

3. Term.

3.1 Commencement Date. This Lease shall begin on the date of Closing under that certain Purchase and Sale Agreement by and between Landlord and Tenant and executed as of _____, 2016, as defined in Section 10.1 of that agreement ("Commencement Date").

3.2 Expiration Date. This Lease shall expire on the last day of the calendar month that is three (3) months after the Commencement Date ("Expiration Date").

3.3 Extension Option. Tenant is hereby granted the option to extend the initial Term for up to two (2) successive periods of three (3) months apiece (each an "Extended Term"). This option to extend may be exercised by Tenant only by giving Landlord written notice no less than three (3) weeks prior to the last day of the then current Term. Tenant's extension option shall apply to all of the Premises then leased by Tenant under this Lease. From and after the commencement of the Extended Term, all of the terms, covenants, and conditions of this Lease shall continue in full force and effect as written, including the amount of monthly Rent owing.

If Tenant elects to exercise the second Extended Term, Landlord shall be allowed to commence its own improvements in the Building and Premises, but any work related to said improvements shall not unreasonably interfere with Tenant's use of the Building and Premises, and Landlord shall undertake all reasonable efforts to ensure that any work related to said improvements occurs outside of Tenant's normal business hours.

4. **Permitted Use.** The Premises may be used by Tenant for the uses set forth in Section 1.6 above. Landlord represents and warrants to Tenant that the Premises may lawfully be used for the uses set forth in Section 1.6 above.

5. **Rent.** Tenant covenants and agrees to pay Landlord, at Landlord's Notice Address set forth in Section 1.14 above, without deduction or offset except as otherwise set forth in this Lease, monthly rent in the amounts set forth in Section 1.12, payable in advance, without prior notice or demand, on or before the first day of each month of the Term (the "Rent"). Rent for any fractional calendar month at the beginning or end of the Term shall be prorated.

6. **Security Deposit.** None.

7. **Utilities and Services.** Landlord shall at all times furnish the Premises with: (i) water at those points of supply provided for general use of tenants of the Building; (ii) heated and refrigerated air conditioning as appropriate, at such temperatures and in such amounts as are required by governmental authority or as are reasonably appropriate for the Building, except that Tenant shall be responsible for maintenance and repair of said systems pursuant to Section 9; (iii) janitorial service, recycling and trash removal on weekdays, other than national holidays; (iv) replacement of Building-standard light bulbs and fluorescent tubes in the Premises; (v) electrical current reasonably sufficient for Tenant's use; and (vi) sewer service. Tenant shall furnish its own telephone, internet and cable service to the Premises. No interruption or failure of any utilities or services from any cause whatsoever shall be deemed an eviction of Tenant, provided that Landlord shall use commercially reasonable efforts to repair, replace or restore the same as quickly as possible. To the extent any interruption of services occurs due to Landlord's negligence, intentional misconduct or breach of Lease, then Rent shall be abated for the period of interruption in the proportion of the square footage rendered unusable in addition to, and without limiting, Tenant's other rights and remedies available at law and/or under this Lease. Unless otherwise elected by Tenant, any utilities that are separately metered to the Premises shall be paid directly to the providing utility by Tenant.

8. Operating Costs. Tenant shall pay no operating costs as part of this Lease. This agreement is a full-service Lease, meaning that the cost of all services, utilities, maintenance, and repairs provided by Landlord, and Landlord's other operating costs are included in the monthly Rent.

9. Maintenance and Repairs. Subject to Landlord's obligations under this Lease, Tenant shall be responsible for the maintenance and non-structural repairs to the interior of the Premises, which shall be maintained and repaired in a commercially reasonable manner. Tenant shall also be responsible for maintenance and repair of the heating, ventilating and air-conditioning systems. Landlord shall maintain, repair and replace, if necessary, the Building; all Building systems, including but not limited to interior lighting (including replacement of ballasts and starters as required with the exception of light bulb replacement which shall be the responsibility of the Tenant); plumbing; floor coverings; window coverings; elevators (including communications systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the Building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements (example: fire, building energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

10. Sublease and Assignment. Tenant may assign this Lease in whole or in part, or sublet all or any portion of the Premises, with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

11. Alterations and Improvements. Tenant shall be entitled to perform alterations and/or improvements to the Premises (including, without limitation, the installation of fixtures and signs) subject to Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed. Upon Tenant's request, Landlord agrees to perform such alterations or improvements on Tenant's behalf, subject to reimbursement from Tenant for Landlord's actual and reasonable costs. Tenant may from time to time remove any fixtures, alterations or improvements installed by Tenant in or to the Premises; provided that Tenant agrees to repair any damage caused by such removal.

Notwithstanding the foregoing, Tenant may perform alterations and/or improvements to the Premises without obtaining Landlord's prior consent so long as such alterations and/or improvements: (i) do not exceed \$25,000 per project, (ii) are not visible from the exterior of the Premises, (iii) do not adversely affect any Building system or the structural strength of the Building, and (iv) do not require penetrations into the roof of the Building.

12. Damage and Destruction. In the event the Premises or Building are destroyed or damaged by fire, earthquake or other casualty so as to render the Premises or Building, in Tenant's sole judgment, unfit for occupancy or Tenant's intended purpose, and the Landlord

neglects or refuses to restore the Premises to its former condition within ninety (90) days of such damage or destruction, Tenant may terminate this Lease upon thirty (30) days written notice to Landlord. In the event of such termination, Landlord and Tenant shall have no further obligations hereunder, except those obligations that expressly survive the expiration or earlier termination of the Lease. In the event the Premises are damaged by any of the aforesaid events, the Rent shall be abated in proportion to the percentage of untenable space in the Premises as relates to the total square footage of the Premises until such time that Landlord restores the Premises to its pre-casualty condition. If, in the sole discretion of Tenant, the untenable portion of the Premises or the Building renders the Premises unusable for the Permitted Use, Tenant may unilaterally terminate this Lease upon thirty (30) days written notice to Landlord.

13. Condemnation. If any portion of the Premises, Building or real property upon which the same are situated (including, without limitation, any parking areas associated with the Premises and/or Building) which is necessary, in Tenant's sole judgment, for Tenant's occupancy or intended use of the Premises, or fifty percent (50%) or more of the rentable area of the Building, is made untenable by eminent domain or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the underlying real property taken by the condemning authority. All Rents and other payments shall be paid to that date. If the condemning authority takes a portion of the Premises or of the Building or the underlying real property necessary for Tenant's occupancy or intended use that does not render them, in Tenant's sole judgment, untenable, then this Lease shall continue in full force and effect and the Rent shall be proportionately reduced based on the percentage by which the floor area of the Premises is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. If the Tenant, in its sole judgment, determines that the condemnation has rendered the Premises unsuitable for the Permitted Use, Tenant shall be entitled to terminate this Lease upon thirty (30) days advance written notice to Landlord. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Building and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses if Tenant terminates the Lease under this section, provided that in no event shall Tenant's claim reduce Landlord's reward.

14. Indemnity and Hold Harmless. Each party shall defend, indemnify and hold the other harmless from and against any claims, suits, causes of action, judgments, damage, loss or liability for injuries to persons or property (excluding consequential damages such as lost profits) (collectively, "Claims") to the extent caused by the negligent acts or omissions of their respective agents, officers and employees acting in the scope of their employment. Where such Claims result from the concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's negligence. Each of the parties agrees that its obligations under this Section 14 extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the parties, by mutual negotiation, hereby waives, with respect to each of the other party's only, any immunity that would otherwise be available against such claims under the industrial

insurance provisions of Title 51 RCW. In the event that any of the parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, expenses, and costs shall be recoverable from the responsible party to the extent of that party's negligence.

15. Insurance.

15.1 Landlord acknowledges that Tenant, a Charter County Government under the Constitution of the State of Washington, maintains a fully funded self-insurance program as defined in King County Code 2.21 for the protection and handling of the Tenant's liabilities, including injuries to persons and damage to property. Tenant shall, at its own expense, maintain, through its self-funded program, coverage sufficient for all of its liability exposures for this Lease. Tenant shall provide Landlord with at least thirty (30) days prior written notice of any material change in Tenant's self-funded program and shall provide Landlord with a certificate of self-insurance as proof of coverage. Landlord further acknowledges that Tenant does not maintain a commercial General Liability Insurance policy and is a self-insured government entity; therefore, Tenant does not have the ability to add Landlord as an additional insured to such policy. Should Tenant cease self-insuring its liability exposure and purchase a Commercial General Liability Insurance Policy, Tenant shall add Landlord as an additional insured to such policy. Tenant shall at all times maintain its self-funded program or a Commercial General Liability Insurance Policy, each in an amount sufficient to cover its liability exposure under this Lease.

15.2 Landlord shall maintain throughout the Term commercially reasonable policies of property insurance covering loss of or damage to the Building (including tenant improvements and subsequent alterations) in the full amount of its replacement cost with endorsement to cover code changes. Landlord hereby waives and releases any right of recovery (including by way of subrogation) against Tenant, its officers, employees and agents, for any loss or damage sustained by Landlord with respect to the Building or Premises or any portion thereof or the contents of the same or any operation therein, to the extent such loss or damage is actually insured against or is required hereunder to be insured against.

16. Mediation. Not-applicable.

17. Liens. Landlord and Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant or Landlord and each shall indemnify and hold harmless the other from and against all liabilities, losses, damages and costs (including reasonable attorney fees and costs) incurred in connection with any such lien. Landlord or Tenant may contest the validity or amount of any such lien or encumbrance in good faith provided that, within forty-five (45) days after the filing of such lien or encumbrance, Landlord or Tenant discharges the same by providing and recording a bond which complies with the requirements of RCW 60.04.161 eliminating said lien and/or encumbrance.

18. Quiet Possession. Landlord covenants that as of the Commencement Date, Landlord will have good right to lease the Premises for the purpose and uses stated herein and Tenant shall have and quietly enjoy the Premises for the Lease Term.

19. Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of this Lease, Tenant's continued possession shall be on the basis of a tenancy at the sufferance of Landlord. In such event, Tenant shall continue to comply with or perform all the terms and obligations of Tenant under this Lease, except that the monthly Rent during Tenant's holding over shall be one hundred twenty-five percent (125%) of the Base Rent payable in the last full month prior to the termination hereof. Acceptance by Landlord of rent after such termination shall not constitute a renewal or extension of this Lease; and nothing contained in this provision shall be deemed to waive Landlord's right of re-entry or any other right hereunder or at law.

20. Non-Discrimination. Landlord shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. Landlord shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Lease and may result in ineligibility for further agreements with King County. Notwithstanding anything to the contrary, Tenant shall be entitled to terminate this Lease effective upon written notice to Landlord in the event that Landlord violates the requirements of this Section 20.

21. Default.

21.1 The following occurrences shall each constitute a default by Tenant (an "Event of Default" or "Default"):

A. **Failure To Pay.** Failure by Tenant to pay any sum, including Rent, due under this Lease following ten (10) business days' notice from Landlord of the failure to pay.

B. **Other Non-Monetary Defaults.** The breach by Tenant of any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of thirty (30) days after written notice by Landlord to Tenant of the breach (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure promptly and thereafter diligently prosecutes such cure to completion).

21.2 **Landlord Default; Remedies.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. If Landlord fails to cure any such default within the allotted time, Tenant may, in its sole discretion and without limiting Tenant's other rights or remedies under this Lease and/or at law, terminate this Lease upon thirty (30) days advance written notice to Landlord. Tenant shall have all remedies available at law or in equity. Nothing herein contained shall relieve Landlord from its duty to perform of any of its obligations to the standard prescribed in this Lease.

22. Remedies. Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

22.1 **Termination of Lease.** Landlord may terminate Tenant's interest under the Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less (i) the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's reasonable, actual reletting expenses or (ii) such amounts as Tenant proves may reasonably be avoided.

22.2 **Re-Entry and Reletting.** Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord its reasonable, actual reletting expenses; second, to pay any indebtedness of Tenant to Landlord other than Rent; third, to the Rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the Rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs for securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

23. Costs and Attorney's Fees. If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments, or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding.

24. Hazardous Material.

24.1 For purposes of this Lease, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70.105D ("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Lease, the term "Hazardous Material" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

24.2 Landlord represents and warrants to Tenant that Landlord has no knowledge of any Hazardous Material on, in, or under the Premises or the Real Property as of the Commencement Date. If there is any Hazardous Material on, in, or under the Premises or the Real Property which has been or thereafter becomes released through no fault of Tenant, then Landlord (i) shall be solely responsible, at its sole cost, for promptly remediating the same to the extent required by Environmental Law and (ii) shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Lease term as the result of such release.

24.3 Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises or the Real Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except in strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Landlord either during or after the Lease term ("Claims") to the extent that said Claims are a result of said breach. Tenant shall promptly notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises or the Real Property.

24.4 Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Real Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any release of any Hazardous Material on the Premises or the Real Property, Tenant shall be solely responsible, at its sole cost, for promptly remediating the same to the extent required by Environmental Law. Landlord's approval of such remediation shall first be obtained, which approval shall not be unreasonably withheld, conditioned or delayed, provided, however, that Tenant shall be entitled to respond immediately to an emergency without prior approval from Landlord, including but not limited to taking actions necessary to prevent the release from migrating, leaching or otherwise spreading, and actions necessary to respond to any immediate obligations imposed on Tenant by Environmental Law. To the extent such Hazardous Material becomes commingled with Hazardous Material released by Landlord or other parties, nothing in this Lease shall prevent Tenant from seeking to recover costs, expenses or any other damages incurred as a result of the presence of such Hazardous Material that was released by Landlord or other parties.

24.5 The provisions of this Article 24 shall survive expiration or earlier termination of this Lease.

25. General.

25.1 Heirs and Assigns. This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

25.2 Brokers' Fees. Tenant represents and warrants to Landlord that it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to Tenant that it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Tenant against any loss, cost, liability or expense incurred by Tenant as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.

25.3 Entire Agreement. This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Landlord and Tenant.

25.4 Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

25.5 **Force Majeure.** Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

25.6 **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Washington.

25.7 **Addenda/Exhibits.** The following Exhibits are made a part of this Lease. The terms of any Addendum to Lease and the Exhibits shall control over any inconsistent provision in the sections of this Lease:

Exhibit A: Legal Description

Exhibits B-1 and B-2: Diagram of the Premises and Parking

25.8 **Counterparts.** This Lease may be executed in counterparts, each of which shall constitute an original and all of which constitute but one original.

26. Not-Applicable.

27. **Signage.** Tenant shall obtain Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed, as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Tenant shall install any approved signage at Tenant's sole cost and expense and in compliance with all applicable laws.

28. **Self Help.** Notwithstanding anything to the contrary, if Landlord fails to make and complete any maintenance or repair obligation of Landlord within twenty-four (24) hours of notice from Tenant with respect to any item of maintenance or repair that is deemed necessary by Tenant for its use of the Premises, or within thirty (30) days of notice from Tenant with respect to any other Landlord maintenance or repair obligation, then Tenant shall be entitled to take such actions and make such repairs to the Premises, Building or property associated with the same, as Tenant may deem necessary to correct such interruption, and Landlord shall reimburse Tenant for the cost of the same within thirty (30) days of invoice.

29. **Subordination, Nondisturbance and Attornment.** This Lease shall be subordinate to all existing and future mortgages and/or deeds of trust on the Premises, *or* the Building, and Tenant agrees to subordinate this Lease to any future mortgage or deed of trust and to attorney to Landlord's successor following any foreclosure, sale or transfer in lieu thereof, provided that the mortgagee, transferee, purchaser, lessor or beneficiary ("Landlord's Successor") agrees in a written instrument in form and substance satisfactory to Tenant that Tenant's use or possession of the Premises shall not be disturbed, nor shall its obligations be enlarged or its rights be

October 3, 2016

abridged hereunder by reason of any such transaction. Notwithstanding any foreclosure or sale under any mortgage or deed of trust (or transfer by deed in lieu thereof), this Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year set forth below.

LANDLORD:

TTL, LLC

By: Angela D. Lepley

Name: _____

Title: _____

Date: _____

TENANT:

KING COUNTY, a political subdivision of the State of Washington

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Senior Deputy Prosecuting Attorney

**APPROVED BY CUSTODIAL
AGENCY:**

By: _____

Date: _____

October 3, 2016

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2016.

Notary Public
Print Name
My commission expires

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2016

Notary Public
Print Name
My commission expires

(Use this space for notarial stamp/seal)

EXHIBIT A
Legal Description

THAT PORTION OF LOT 4 OF KING COUNTY SHORT PLAT NO. 980008, ACCORDING TO SHORT PLAT RECORDED OCTOBER 6, 1981 UNDER RECORDING NO. 8110060576, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE NORTH 01°52'03" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 42.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WEST LINE NORTH 01°52'03" EAST 375.28 FEET;
THENCE SOUTH 88°41'37" EAST 325.00 FEET; THENCE SOUTH 06°00'36" EAST 230.83 FEET;
THENCE SOUTH 27°47'15" WEST 161.55 FEET TO THE NORTHERLY MARGIN OF NORTHEAST 145TH STREET AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 6254553;
THENCE NORTH 89°02'11" WEST ALONG SAID NORTHERLY MARGIN 286.04 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B-1

Diagram of Premises

EXHIBIT B-1.

10808 NE 145 Street, Bothell

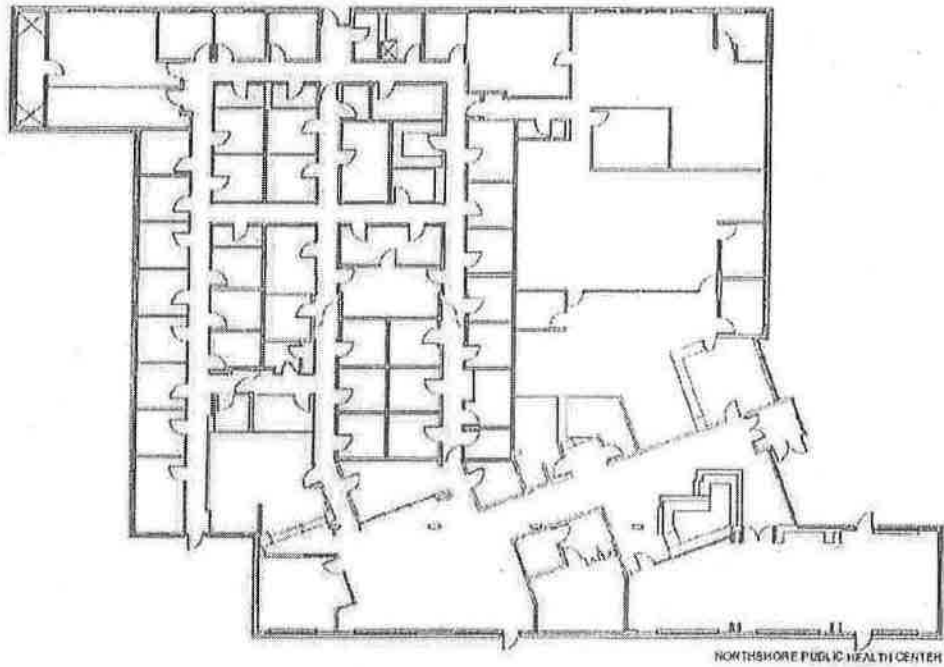
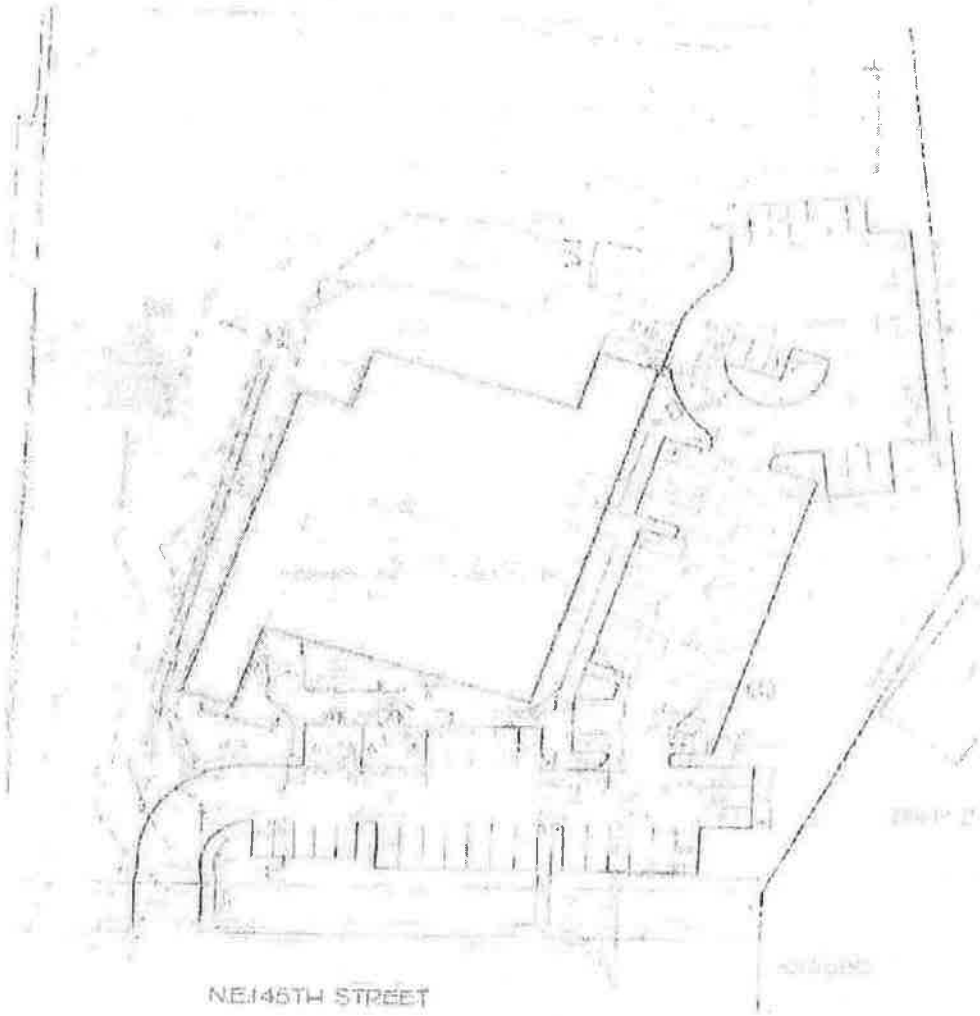


EXHIBIT B-2

Diagram of Parking

10808 NE 145th Street, Bothell



NE 145TH STREET

① NORTH SHORE CENTER SITE PLAN

October 3, 2016

**FIRST AMENDMENT
TO
10808 NE 145th Street, Bothell
REAL ESTATE PURCHASE AND SALE AGREEMENT**

The undersigned parties, KING COUNTY, a political subdivision of the State of Washington ("King County" or "County") and TTL, LLC, hereby agree to amend that certain Real Estate Purchase and Sale Agreement ("Agreement"), dated June 6, 2016. THIS FIRST AMENDMENT is made as of the date this instrument is fully executed by and between TTL, LLC and King County.

RECITALS

A. TTL, LLC, the Buyer, and King County, the Seller, are parties to the Agreement by which King County has agreed to sell certain real property located at 10808 NE 145th Street, Bothell, Washington (the "Property") to TTL, LLC, subject to the terms and conditions set forth in the signed purchase and sale agreement dated June 6, 2016 ("Effective Date")

B Sections 5.1 and 5.1.1 of the Agreement permit Buyer, during the due diligence period, to inspect the property. During this period the Buyer identified repair and maintenance issues related to the HVAC system located on the Property.

C. The Parties wish to memorialize in writing the Buyer's waiver of all contingencies in Section 5.1 of the Agreement and the agreement between the Parties for a purchase price credit between Buyer and Seller related to the costs associated with the repairs and maintenance of the HVAC system.

E. Capitalized terms not otherwise defined in this Amendment shall have the meaning assigned to them in the Agreement.

THEREFORE, for valuable consideration, the parties hereby mutually agree as follows:


1. ARTICLE 2. PURCHASE PRICE shall be amended by adding the following section:

2.4. BUYER CREDIT FOR HVAC REPAIRS AND MAINTENANCE. Buyer and Seller agree that a holdback of funds deposited by Buyer into escrow may be used for repairs and maintenance to the HVAC system on the Property as contemplated and set forth in the correspondence between the Parties dated July 21, 2016, as provided for in Exhibit A to this First Amendment.

- 2. Buyer has performed its Due Diligence as contemplated by Section 5.1 of the Agreement and hereby waives that contingency, including Buyer's right to terminate the Agreement under this Section 5.1.
- 3. All other terms and conditions shall remain unchanged and in full force and effect.

EXECUTED as of the dates set forth below.

KING COUNTY
By 
Anthony Wright
Director, King County Facility Management Division

TTL, LLC
By 
Angela D. Lepley, Member
TTL, LLC

Date: 8/2, 2016

Date: 7/28, 2016

APPROVED AS TO FORM:

By: 
Senior Deputy Prosecuting Attorney

October 3, 2016

Exhibit A

The logo for Tangerine, featuring the word "tangerine" in a lowercase, cursive script font. Above the letter 'i' is a small, dark circular graphic.

July 21, 2016

King County
King County Facility Management Division
Real Estate Services Section
500 Fourth Avenue, Room 830
Seattle, WA 98104

RE: Waiver of Contingencies of Northshore Public Health, 10808 NE 145th Street, Bothell, WA, 98011

Please accept this notice to waive the Due Diligence Contingency in the Purchase and Sale Agreement dated, June 6, 2016.


Per email from King County dated July 21, 2016, Seller agrees that \$132,500.00 shall be held back in escrow from Seller's net proceeds (the "Holdback Funds"). After Closing, the Holdback Funds shall be used towards any work required on the HVAC system, including but not limited to repairs, maintenance, upkeep, and/or upgrades (the "HVAC Work"). Seller shall not be involved in the HVAC Work, nor shall Seller be liable for more than the Holdback Funds. To the extent any Holdback Funds remain after completion of the HVAC Work, said remaining funds shall be paid directly against Buyer's loan. This provision has been approved (and is required) by Buyer's Lender. The scope and content of the HVAC Work shall be as determined by Buyer and Buyer's Lender. Under no circumstances shall Seller be entitled to the Holdback Funds.

Sincerely,

A handwritten signature in black ink that reads "Angela D. Lepley".

Angela D. Lepley
TTL, LLC

Seller Acknowledgment:

By: 
Name: Anthony Wright
Title: Director Facilities Mgmt Div
Date: 8/2/16

October 3, 2016

SECOND AMENDMENT
TO
10808 NE 145th Street, Bothell
REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties, KING COUNTY, a political subdivision of the State of Washington ("King County" or "County") and Tangerine Travel Limited, LLC ("TTL"), hereby agree to amend that certain Real Estate Purchase and Sale Agreement ("Agreement"), dated June 6, 2016. THIS SECOND AMENDMENT is made as of the date this instrument is fully executed by and between TTL and King County.

RECITALS

A. TTL and County are parties to the Agreement by which King County has agreed to sell certain real property located at 10808 NE 145th Street, Bothell, Washington (the "Property") to TTL, subject to the terms and conditions set forth in the signed purchase and sale agreement dated June 6, 2016 ("Effective Date"), as amended by the First Amendment to 10808 NE 145th Street, Bothell Real Estate Purchase and Sale Agreement dated August 2, 2016.

B. Section 10.5 requires the Parties to execute a lease under which the Seller shall lease the premises described in the lease from the buyer commencing on the Closing Date.

C. The Parties wish to clarify the terms and conditions of the lease referenced in Section 10.5 of the Agreement and attached thereto as **Exhibit F**.

E. Capitalized terms not otherwise defined in this Amendment shall have the meaning assigned to them in the Agreement.

THEREFORE, for valuable consideration, the parties hereby mutually agree as follows:

1. **Exhibit E, Lease Agreement, shall be amended by striking Section 7 in its entirety and replacing it with the following:**

7. **Utilities and Services.** Landlord shall at all times furnish the Premises with: (i) water at those points of supply provided for general use of tenants of the Building; (ii) heated and refrigerated air conditioning as appropriate, at such temperatures and in such amounts as are required by governmental authority or as are reasonably appropriate for the Building; (iii) janitorial service, recycling and trash removal on weekdays, other than national holidays; (iv) electrical current reasonably sufficient for Tenant's use; and (v) sewer service. Tenant shall furnish its own telephone, internet and cable service to the Premises. No interruption or failure of any utilities or services from any cause whatsoever shall be deemed an eviction of Tenant, provided that Landlord shall use commercially reasonable efforts to repair, replace or restore the same as quickly as possible. To the extent any interruption of services occurs due to Landlord's negligence, intentional misconduct or breach of Lease, then Rent shall be abated for the period of interruption in the proportion of the square footage rendered unusable in addition to, and without limiting, Tenant's other rights and remedies available at law and/or under this Lease. Unless otherwise elected by Tenant, any utilities that are separately metered to the Premises shall be paid directly to the providing utility by Tenant.

2. **Exhibit F, Lease Agreement, shall be amended by striking Section 9 in its entirety and replacing it with the following:**

9. **Maintenance and Repairs.** Subject to Landlord's obligations under this Lease, Tenant shall be responsible for the maintenance and non-structural repairs to the interior of the Premises, which shall be maintained and repaired in a commercially reasonable manner. Landlord shall maintain, repair and replace, if necessary, the Building; all Building systems, including but not limited to interior lighting (including replacement of ballasts and starters as required with the exception of light bulb replacement which shall be the responsibility of the Tenant); plumbing; floor coverings; window coverings;

October 3, 2016

elevators (including communications systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the Building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements (example: fire, building energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.);

3. All other terms and conditions shall remain unchanged and in full force and effect.


EXECUTED as of the dates set forth below:

KING COUNTY

By: 
Anthony Wright
Director, King County Facility Management Division

Date: 9/9/2016, 2016

TTL, LLC

By: 
Angela D. Lepley, Member
TTL, LLC

Date: 9/7, 2016

APPROVED AS TO FORM:

By: 
Senior Deputy Prosecuting Attorney