

Ordinance 19164

ATTACHMENT A:

LEASE AGREEMENT

LEASE AGREEMENT

Between

KING COUNTY

And

MCI COMMUNICATIONS SERVICES, INC.,
d/b/a VERIZON BUSINESS SERVICES

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of this _____ day of _____ 2020 (the "Effective Date") by and between KING COUNTY, a Washington municipal corporation and political subdivision of the State of Washington ("Lessor"), and MCI COMMUNICATIONS SERVICES, INC., a Delaware corporation, d/b/a Verizon Business Services ("Lessee").

RECITALS

A. Lessor is the owner of real property located at 22706 120th Avenue SE, within the City of Kent, King County, Washington, and legally described in **Exhibit A** and depicted on **Exhibit B**, attached hereto (the "Real Property").

B. Lessor entered into that certain Standard Lease dated October 9, 1984 (the "Original Lease"), with MCI Telecommunications Corporation ("MCI") for the construction and operation of a telecommunications facility on the Real Property. Pursuant to the Original Lease, MCI constructed a communication center and a communications tower (the "Tower") on the Real Property.

C. The Original Lease was restated and amended by that certain Standard Lease – First Amendment dated February 22, 1989, to, among other things, extend the lease term to October 14, 2019; and was further amended several times, without extension of the term. On December 17, 2018, the parties agreed to amend the Original Lease to extend the term for one (1) year, to October 14, 2020. On December 6, 2019, the parties agreed to amend the Original Lease to, among other things: 1) grant Lessee an option to extend the term one (1) year to October 14, 2021; 2) remove the Tower Premises (as defined in Section 1.2, below) from the Premises (as defined in Section 1.1, below); and 3) obligate Lessee to enter into an Access Agreement (as defined in Section 1.2, below) with the Tower Vendor (as defined below). The Original Lease as so amended is referred to herein as the "Standard Lease". Lessee is the successor -in -interest to MCI under the Standard Lease.

D. On April 19, 2005, Lessor executed a Consent to Tower Site Sublease Agreement (the "ATC Consent"), with regard to that certain Tower Site Sublease Agreement dated February 29, 2004 (the "ATC Sublease"), between MCI, as predecessor-in-interest to Lessee, and American Towers, Inc. for the portion of the Real Property containing the Tower. The ATC Consent and ATC Sublease expired on October 14, 2019, and ownership of the Tower and its associated improvements reverted to Lessor.

E. Lessor and Lessee seek to enter into a new lease for a portion of the Real Property comprised of the Premises. Lessor entered into a new communications tower asset management agreement and lease (the "Management Agreement") with SBA Site Management, LLC (the "Tower Vendor") on December 6, 2019 for a portion of the Real Property comprised of the Tower Premises. Pursuant to the Management Agreement, the Tower Vendor shall manage the Tower operations, including the oversight of the Tower's tenants, licensees or users (collectively, "Tower Users") and any associated telecommunications equipment and improvements. Lessor, the Tower Vendor and the

Tower Users shall retain the right to access the Tower and the Tower Premises throughout the Term (as defined in Section 2.2 below), as discussed in further detail herein.

F. Pursuant to the Standard Lease, Lessor has a reversionary ownership interest in, and the right to cause Lessee to demolish, all of the Existing Improvements (as defined in Section 1.1 below) (collectively, “Lessor’s Reversionary Rights in the Existing Improvements”). The parties desire to modify the exercise of the Lessor’s Reversionary Rights in the Existing Improvements on the terms and conditions of this lease.

The foregoing Recitals are hereby incorporated into this Lease. For and in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

1. **LEASED PREMISES**

1.1 Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor approximately 199,766 square feet of land improved with a communications switch/industrial flex building constructed by Lessee containing 27,009 square feet of net rentable area (the “Building”) and other related improvements in place as of the Commencement Date (as defined in Section 2.1 below) (collectively, the “Existing Improvements”) upon and subject to the terms, covenants and conditions set forth herein. The “Premises” is comprised of the Existing Improvements and the Real Property, but excluding any portion of the Real Property comprised of the Tower or the Tower Premises as set forth in Section 1.2 below. Except for the Tower Premises Access (as defined in Section 1.2 below), Lessee shall retain exclusive use and possession of the Premises throughout the Term.

1.2 Tower Premises. Lessor and Lessee hereby acknowledge and agree that the Tower will be operated and managed by and leased by Lessor to the Tower Vendor pursuant to the Management Agreement. The “Tower Premises” is comprised of the Tower and the area described in **Exhibit C** and depicted on **Exhibit D**, attached hereto. Subject to Lessee’s maintenance obligations set forth in Sections 6.1 and 8.1 below, Lessor, the Tower Vendor and any Tower Users shall retain exclusive use and possession of the Tower and the Tower Premises throughout the Term. Lessor, the Tower Vendor and any Tower Users shall also enjoy shared use of a portion of the Premises, as reasonably designated by Lessee, for (1) the operation and maintenance of utility connections servicing the Tower Premises, and (2) parking and access to and from the Tower Premises (collectively, the “Tower Premises Access”) twenty-four (24) hours per day, three hundred sixty-five (365) days per year, provided, however, that Tower Vendor and any Tower Users, use of the Tower Premises Access and the Tower Premises shall be subject to a separate agreement between Lessee and the Tower Vendor, which was entered into on November 30, 2019 attached hereto as **Exhibit E** (the “Access Agreement”). Lessee shall at all times throughout the Term of this Lease, or any extension thereof, act in good faith to maintain the Tower Premises Access pursuant to its rights and obligations under the Access Agreement. Further, in the event the Management Agreement terminates during the Term of this Lease, Lessor and Lessee, or alternately Lessee and the new Tower vendor, shall, at Lessor’s request, enter into a separate access agreement reasonably acceptable to Lessor

and Lessee for Lessor's (or alternately, the new Tower vendor) and any Tower Users' use of the Tower Premises Access and the Tower Premises.

1.3 Acceptance of the Premises. Lessee has inspected and accepts the condition of the Premises and it is understood and agreed by both Lessee and Lessor that the Premises are leased on an "as is" basis without any obligation on the part of Lessor to make any changes, improvements, or to incur any expenses whatsoever for the maintenance or repair of the Premises except as otherwise expressly provided in this Lease. Lessee hereby agrees to make any changes to the Premises necessary to conform to federal, state and local law applicable to Lessee's use of the Premises.

1.4 Construction Defects. Lessor shall not be liable to Lessee for claims or damages arising from any defect in the construction of the Premises, or the present condition thereof, whether known or unknown.

1.5 Quiet Enjoyment. So long as Lessee is not in default under this Lease past any applicable notice and cure period, and subject to the specific provisions, covenants and agreements contained in this Lease, Lessor covenants and agrees that the quiet and peaceful possession and enjoyment of the Premises by Lessee shall not be disturbed or interfered with by Lessor or by any other party claiming by or through Lessor.

2. **TERM**

2.1 Condition Precedent and Commencement Date. The "Commencement Date" for this Lease shall be the date that both of the following have occurred: (1) the Lease has been approved by the Metropolitan King County Council; and (2) the Lease has been executed by both parties. The Parties agree that simultaneous with the Commencement Date, the Standard Lease shall expire, and the Parties shall have no further rights or obligations thereunder, except for rights and obligations as expressly stated therein to survive such expiration.

2.2 Lease Term. The term of this Lease ("Term") shall be for a period of ten (10) years, commencing on the Commencement Date and terminating on the tenth (10th) anniversary of the Commencement Date, unless earlier terminated or further extended as provided in this Lease.

2.3 Option to Extend. Provided Lessee is not then in material default under the terms and conditions of this Lease past any applicable notice and cure period, Lessee is hereby granted the option to extend the initial Term for five (5) successive periods of five (5) years each (each successive period, an "Extended Term"). This option to extend may be exercised by Lessee only by giving Lessor written notice no more than eighteen (18) months and no less than fifteen (15) months prior to the last day of the initial Term and with respect to each Extended Term not sooner than eighteen (18) months and not later than fifteen (15) months prior to the expiration of the Extended Term then in effect. Each such extension shall be on the same terms, covenants and conditions specified in this Lease except that Base Rent (as defined in Section 3.1 below) shall be adjusted as provided in Section 3.4 below.

3. RENT

3.1 Rent. Commencing on the Commencement Date, Lessee shall pay to Lessor a minimum rent of One Hundred, Eighty-Two Thousand, Three Hundred and Eleven Dollars (\$182,311.00) per annum ("Base Rent"), payable monthly in the amount of Fifteen Thousand, One Hundred and Ninety-Two Dollars and Fifty-Eight Cents (\$15,192.58) in advance on or before the first day of each and every month of the Term until the Lease expires or is terminated except as otherwise provided in this Section 3.1. Base Rent for the first partial month and full month shall be delivered to Lessor within thirty (30) days after the Commencement Date. Base Rent for partial months shall be prorated. The parties acknowledge and agree that this rental amount is a fair approximation of the fair market rental value of the Premises as of the Commencement Date.

3.2 Adjustments to Rent.

3.2.1 Annual Base Rent Increases. Subject to Section 3.2.2 below, Base Rent shall increase annually on each anniversary of the Commencement Date by three percent (3%). For the avoidance of doubt, in the event the Base Rent is adjusted pursuant to Section 3.2.2 below on any Base Rent Adjustment Date (as defined in Section 3.2.2 below), the Base Rent shall not also be subject to an annual percentage increase pursuant to this Section 3.2.1 until the next anniversary of the Commencement Date following the applicable Base Rent Adjustment Date.

3.2.2 Fair Market Rental Value. Lessor and Lessee agree that the Base Rent for the initial rent period is based on the fair market rental value as defined herein. Commencing on the fifth (5th) anniversary of the Commencement Date and on the commencement date of each Extended Term hereunder (each, a "Base Rent Adjustment Date"), the Base Rent payable by Lessee during the subsequent five (5) years of the Term of this Lease shall be adjusted pursuant to this Section 3.2.2 to reflect the fair market rental value adjustment required hereunder.

(a) Lessor shall provide Lessee advance written notice of the proposed adjusted Base Rent at least one hundred and eighty (180) days prior to the Base Rent Adjustment Date, including the basis thereof in the form of a written appraisal report or opinion of value prepared by a disinterested appraiser who shall be a member of an appraisal society or comparable association having equivalent ethical and professional standards or a licensed commercial real estate broker. Unless Lessee, within thirty (30) days following receipt of notice from Lessor, provides Lessor written notice of its rejection of the proposed adjusted Base Rent together with Lessee's statement of the amount Lessee considers to be the fair market rental value, the proposed adjusted Base Rent shall become the Base Rent for the next five (5) year period. If Lessee so notifies Lessor of its rejection of the proposed adjusted Base Rent, Lessor and Lessee shall negotiate in good faith in an attempt to agree upon the fair market rental value adjustment. Should Lessor and Lessee be unable to agree upon the fair market rental value adjustment following such good faith negotiations, the fair market rental value adjustment shall be set pursuant to Sections 3.2.2(b), (c), (d), (e) and (f) below.

(b) If, thirty (30) days after Lessor receives Lessee's notice of its rejection of the proposed adjusted Base Rent, Lessor and Lessee cannot agree upon the fair market rental value adjustment, the Base Rent for the period will be adjusted by arbitration. Lessor and Lessee will each select one (1) disinterested arbitrator, and the two (2) selected arbitrators will select a third (3rd) disinterested arbitrator. For purposes of this Section 3.2.2, the term "disinterested arbitrator" shall mean not having been an employee of, or retained under contract by, either Lessor or Lessee for a period of one (1) year before the arbitration, and shall have no financial interest in the subject of the arbitration, except that the appraiser retained by Lessor may be the same appraiser who performed the initial appraisal called for in Section 3.2.2(a) above. Lessor will provide Lessee written notice of the name and address of its selected arbitrator and his or her qualifications. Unless otherwise agreed in writing by Lessor, Lessee shall provide Lessor written notice of the name and address of Lessee's selected arbitrator and his or her qualifications within thirty (30) days after Lessee's receipt of Lessor's notice. If Lessee fails to so provide its written notice to Lessor within such thirty (30) day period, Lessee shall be deemed to waive its right to arbitration, the arbitration shall not proceed, and the proposed rent as adjusted by Lessor shall become the Base Rent for the next five (5) year period. If the two (2) arbitrators have not selected a third (3rd) arbitrator within thirty (30) days after the selection of the last selected of the two (2), either Lessor or Lessee may apply to the Presiding Judge of the Superior Court in King County for the appointment of a third (3rd) arbitrator.

(c) Each arbitrator must be a licensed commercial real estate broker or a member of an appraisal society or comparable association having equivalent ethical and professional standards. If, in the future, a licensing requirement for real estate appraisers is imposed by any legislative body with jurisdiction thereof, each arbitrator who is not a licensed commercial broker shall also be licensed. Each party shall have the right to disqualify any arbitrator who does not meet the requirements of this Section 3.2.2(c) by sending a written notice to the other party and to all the arbitrators stating the grounds for disqualification. If the disqualified arbitrator is a party-appointed arbitrator, then that party shall, within fourteen (14) days after its receipt of the other party's notice of disqualification, appoint another arbitrator who meets the requirements of this section to serve in place of the party's disqualified arbitrator. If the disqualified arbitrator is the third (3rd) arbitrator, then the two (2) party-appointed arbitrators shall, within fourteen (14) days after their receipt of a party's notice of disqualification, select a third (3rd) arbitrator who meets the requirements of this section to serve in place of the disqualified arbitrator.

(d) The arbitrators shall give the parties sixty (60) days' notice in writing of the date on which the arbitration is to commence. Unless otherwise agreed in writing by Lessor and Lessee, each party shall, no later than thirty (30) days before the arbitration is scheduled to commence, provide the other party with a copy of an appraisal report prepared by a licensed commercial real estate broker or a member of an appraisal society or comparable association having equivalent ethical and professional standards, that supports that party's claim of fair market rental value. If Lessee fails to so provide a copy of its appraisal report to Lessor within such thirty (30) day period, Lessor shall provide Lessee with written notice of such failure to respond and a further fifteen (15) days within which to provide such information. If Lessee fails to so provide a copy of its

appraisal report to Lessor within such fifteen (15) day period, Lessee shall be deemed to waive its right to arbitration, the arbitration shall not proceed, and the proposed rent as adjusted by Lessor shall become the Base Rent for the next five (5) year period. The three (3) arbitrators will determine the fair market rental value for the Premises by applying the appraisal criteria provided herein for the next five (5) year period, which amount shall not be less than the lower of the adjusted Base Rent amounts initially proposed by the two (2) disinterested arbitrators nor greater than the higher of the adjusted Base Rent amounts initially proposed by the two (2) disinterested arbitrators. The decision of a majority of the arbitrators will bind both Lessee and Lessor. Both Lessor and the Lessee agree that all non-mandatory provisions of RCW 7.04A are waived and that, unless requested by a majority of the arbitration panel, no formal hearing will be held, no witnesses will testify, and no attorneys will participate in the arbitration. At the conclusion of the arbitration, the arbitrators will submit a written report in counterpart copies to Lessee and Lessor, which shall state their determination of the Base Rent to be paid by Lessee for the succeeding five (5) year period. The report shall contain all pertinent evidence in support of the conclusion together with a discussion explaining the reasoning for such conclusion.

(e) Lessor and Lessee shall each pay the costs of its own appraisal and shall bear the expense of its own counsel, and any other of its representatives and/or experts that may be required to prepare for or, in the event it is requested by the arbitration panel, participate in the arbitration. Each party shall also pay the fees and expenses of its selected arbitrator. The fees and expenses of the third arbitrator and all other costs of the arbitration shall be divided equally between Lessor and Lessee.

(f) For all purposes required under this Lease, "fair market rental value" is defined as an amount in the competitive market that a well-informed and willing lessor, who desires but is not required to lease, would accept, and which a well-informed and willing lessee, who desires but is not required to lease, would pay for the use of the Premises, after due consideration of all the elements reasonably affecting value. The value of the Existing Improvements to the extent usable by a third party shall be included in the determination of fair market rental value, but the value of any improvements made by Lessee, or by any other person authorized by Lessor under the Lease to use the Premises, during the Term of this Lease including any extension thereof shall not be included. Further, all appraisals shall be based upon the following criteria, consistent with the terms of this Lease: (a) current market conditions and trends which affect the value of the Premises; (b) potential market conditions; (c) the impact on property value of temporary and permanent encumbrances upon the property such as leases, easements and any other arrangement which encumbers any portion of the Premises; and (d) any other factors which, in the professional judgment of the appraiser, affect the value of the Premises. Notwithstanding the foregoing, for purposes of calculating Base Rent pursuant to this Section 3.2.2 during the Term of this Lease, including any extension thereof, Lessor and Lessee acknowledge and agree that the Base Rent for the Premises shall also be based upon the following characteristics: (i) a single-tenant industrial/warehouse building in the greater Kent market; (ii) similar in age to the Premises; (iii) with finished and unfinished areas made of masonry construction; (iv) of average quality and condition; and (v) which lacks sufficient electrical and fiber connections and access for use as a data center.

3.2.3 Base Rent Pending Adjustment and Retroactivity. In the event resolution of the proposed rental adjustment is not completed either by negotiation or arbitration prior to the Base Rent Adjustment Date: (i) Lessee shall, pending resolution of such rent adjustment, continue to pay Lessor the Base Rent then in effect; (ii) the adjusted Base Rent, as determined either by negotiation or arbitration, shall be retroactive to the Base Rent Adjustment Date; and (iii) Lessor and Lessee shall reconcile any outstanding amounts within sixty (60) days of final resolution of any such Base Rent adjustment. Lessor, at its option, may elect to require Lessee to pay interest in the amount of twelve percent (12%) per annum commencing on the date which is sixty (60) days after Base Rent Adjustment Date on any sum due as a result of a retroactive increase.

3.3 Taxes. Lessee shall also pay any Leasehold Excise Tax levied by the State of Washington under RCW Chapter 82.29A directly to such taxing authority. Alternatively, if required by applicable Legal Requirements (as defined in Section 5.2.2 below), Lessee shall pay such tax to Lessor with its payment of Rent (as defined Section 3.6 below). Taxes so collected will then be forwarded to the Washington State Department of Revenue. Alternatively, if Lessee is exempt from the payment of Leasehold Excise Tax, 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 reasonable discretion, at which time Lessor shall cease collecting the Leasehold Excise Tax pursuant to this Section 3.3, and Lessee shall no longer be obligated to pay said tax to Lessor. Lessee shall pay throughout the Term of this Lease all license and excise fees covering the business conducted by Lessee on the Premises.

3.4 Payment. Except as provided in Section 3.1, all Base Rent and assessed Leasehold Excise Tax, if applicable and payable to Lessor, shall be paid to Lessor in full on or before the first day of each and every month during the Term, without any prior demand, and without any abatement, deduction or setoff whatsoever, except as specifically set forth herein or as authorized in writing signed by the Director of the Facilities Management Division of King County or other authorized representative. All Base Rent and any other sums due hereunder shall be made payable to the King County Finance Office and shall be paid or forwarded to the following address or such other address as Lessor may designate in writing:

King County Real Estate Services Section
King County Administration Building, Room 830
ADM-ES-0830
500 Fourth Avenue
Seattle, WA 98104-2337

3.5 Late Payment. Interest shall accrue on any unpaid Base Rent or Additional Rent hereunder, at the rate of twelve percent (12%) per annum or the maximum rate provided by law, whichever is less, from the date due until paid.

3.6 Rent Defined. Lessor and Lessee agree that the term "Rent" shall mean and refer collectively to sums denominated as either Base Rent, Additional Rent (as hereinafter defined), if any, or any such other sums or charges otherwise payable by Lessee under the

terms of this Lease. "Additional Rent" shall mean any sums owing from Lessee to Lessor, other than Base Rent, which are specifically termed Additional Rent. Failure by Lessee to pay any sum denominated as Rent beyond any applicable notice and cure period shall entitle Lessor to pursue any or all remedies specified in this Lease as well as remedies otherwise allowed by law.

4. SECURITY AND DAMAGE DEPOSIT

During the Term of this Lease, Lessor shall continue to hold the security deposit made by MCI under the Standard Lease in the amount of Five Thousand Dollars (\$5,000.00) as security for Lessee's payment of all sums due to Lessor under this Lease.

5. USE OF PREMISES

5.1 Use of Premises. Lessee shall use the Premises for a telecommunications facility, including but not limited to, the provision of telephone call processing and all other purposes incidental thereto, and for no other purpose without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed.

5.2 General Standards Regarding Use.

5.2.1 Lessee shall occupy and use the Premises for the purpose set forth in Section 5.1.

5.2.2 Lessee shall not use or occupy or permit the Premises or any part thereof to be used or occupied, in whole or in part, in a manner which would in any way: (i) violate any present or future Legal Requirements; (ii) violate any of the covenants, agreements, provisions and conditions of this Lease; (iii) violate the certificate of occupancy then in force with respect thereto; (iv) create a public or private nuisance. Further, neither Lessor nor Lessee shall materially interfere with the permitted operations of the other tenants and licensees on the Real Property. For purposes of this Lease, the term "Legal Requirements" shall mean and refer to all laws, statutes and ordinances including building codes and zoning regulations and ordinances and the orders, rules, regulations and requirements of all federal, state, county, city or other local jurisdiction departments, agencies, bureaus, offices and other subdivisions thereof, or any official thereof, or of any other governmental, public or quasi-public authority, which may be applicable to or have jurisdiction over the Premises, the Real Property or the sidewalks or streets adjacent thereto and all requirements, obligations and conditions of all instruments of record.

5.2.3 Lessee shall not conduct or permit to be conducted without the prior written consent of Lessor, any auction, fire, bankruptcy, "going out of business" or other distress sales of any nature upon or from the Premises, whether voluntary, involuntary, pursuant to any assignment for the payment of creditors, or pursuant to any bankruptcy or other insolvency proceeding, unless ordered by a court of competent jurisdiction.

5.3 Continuing Compliance. Throughout the term of this Lease, Lessee shall, at its own cost and expense, promptly and diligently observe and comply with: (i) all

applicable Legal Requirements; and (ii) all permits, licenses, franchises and other authorizations required for Lessee's use of the Premises or any part thereof. Lessee shall comply with each of these whether or not they are now in force or at any time in the future may be passed, enacted, or directed.

5.4 No Liens. Lessee will not directly or indirectly create or permit to be created and/or to remain, a Lien (as hereinafter defined) upon Lessor's fee interest in the Premises. In the event any such Lien(s) have been created by or permitted by Lessee in violation of this provision, Lessee shall, within sixty (60) days after notice of its filing, either (a) pay the claimant, (b) bond over such Lien or (c) remove such Lien by any other lawful means. In the event of any contest or protest of such Lien by Lessee in compliance with this Section 5.4, Lessor agrees that it will not pay the claimant or discharge the Lien on Lessee's account provided Lessee complies with the provision of the foregoing sentence; and Lessee shall be under no obligation to Lessor for any sums expended by Lessor in violation of this sentence. Subject to the foregoing, Lessee shall also defend (with counsel reasonably approved by Lessor), fully indemnify and hold entirely free and harmless Lessor from any action, suit or proceeding brought on or for the enforcement of such Lien(s). As used in this Section, "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale or other encumbrance on the Premises.

5.5 Signs. From and after the Commencement Date, no new commercial sign, advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed by Lessee on any part of the outside of the Premises without the prior written consent of Lessor, provided that such consent shall not be unreasonably withheld, conditioned or delayed. If Lessee violates this provision, Lessor may remove the sign without any liability and may charge the reasonable expense incurred by such removal to Lessee provided, however, Lessor shall give Lessee written notice of Lessee's violation of this provision and Lessee shall have fifteen (15) days after receiving the notice within which to remove any such sign or apply for consent. All signs erected or installed by Lessee shall be subject to any federal, state or local statutes, ordinances or regulations applicable to signs. Additionally, Lessor shall have the right to place and maintain "For Lease" or "For Sale" signs in conspicuous places on the Premises for ninety (90) days prior to the expiration or sooner termination of this Lease.

5.6 Customers. Lessor acknowledges that Lessee's business to be conducted in the Premises shall include the installation of certain communications equipment or cabling or both ("Customer's Equipment") owned by certain licensees and customers of Lessee or of Lessee's affiliates (collectively, "Customers") in order for such Customers to interconnect with Lessee's equipment, and such use shall not be deemed to be a sublease or assignment or other transfer in violation of or governed by this Lease. The installation and maintenance of any such Customer's Equipment shall at all times be in compliance with the terms and conditions of this Lease, including, without limitation Section 7 below, as well as applicable Legal Requirements. Further, in no event shall the Customer's Equipment be deemed fixtures, even if affixed to the Premises or the Real Property. Upon the expiration of the Term, or earlier termination of this Lease, Lessee shall remove all of Customer's Equipment from the Premises. Notwithstanding the foregoing, any such

Customer's Equipment that Lessee intends to install that would require Lessor's consent pursuant to Section 7 below, shall not be installed without Lessor's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed.

5.7 Tower Premises. Lessee shall not take any action that unreasonably interferes with the use of the Tower and the Tower Premises as a communications tower. Lessor shall also not take any action that unreasonably interferes with the use of the Building and the Premises for the permitted use hereunder. Lessee shall not bear any responsibility for ensuring that the Tower, or any of Lessor's activities, or the activities of Lessor's employees, contractors, agents or invitees within the Tower Premises, comply with Legal Requirements.

6. OPERATING EXPENSES

6.1 This Lease shall be absolute net meaning that Lessee shall be responsible for and directly pay all operating expenses including, without limitation, repair, maintenance, utilities, insurance and property tax and assessments including, without limitation, surface water management charges and similar fees and assessments from improvement or special districts. Lessee shall be responsible for and directly pay all capital expenses including, without limitation, repair, replacements, and costs to comply with governmental regulations relating to Lessee's occupancy and operation from the Premises and costs to remedy environmental problems to the extent arising from Lessee's occupancy and operation of the Premises, if any, during the Term of this Lease or the previous Standard Lease. Subject to the Access Agreement, Lessee shall also be responsible and directly pay for the maintenance and repair of all surfaces and landscaping within the Tower Premises Access, unless Lessor or Lessor's employees, contractors, agents or invitees, or the Tower Vendor or Tower Users create the conditions necessitating such maintenance or repair.

6.2 Utilities. Lessee shall be liable for and shall pay throughout the term of this Lease, all charges for all utility services furnished to the Premises, including, but not limited to, light, heat, electricity, security services, gas, water, sewerage, recycling, garbage disposal and janitorial services so that the same shall not become a lien against the leased Premises. The interruption or curtailment of any service or utility shall not constitute a constructive eviction and shall not entitle Lessee to damages or any abatement of Rent or any other claim against Lessor. Notwithstanding the foregoing, in the event any such interruption or curtailment of any service or utility is caused by the negligence or intentional misconduct of Lessor, Lessor shall promptly restore such service or utility, and Lessee shall be entitled to an abatement of Rent during the period of such interruption or curtailment. The location of any utility infrastructure not currently in place shall be approved in advance by Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything herein to the contrary, Lessee shall have no obligation to furnish any utility services to the Tower Premises during the Term of this Lease.

7. ALTERATIONS

7.1 Limitation on Alterations. Lessor and Lessee acknowledge and agree that applicable Legal Requirements require the consent of Lessor for certain changes, alterations, additions, substitutions or improvements (collectively, "Alterations") to the Premises. Lessor and Lessee acknowledge and agree, however, that Lessee's installation of new equipment and trade fixtures at the Premises, including, without limitation, on the roof of the Building, any painting and re-carpeting of any portion of the interior of the Premises, and the installation of new conduits and associated fiber leads, innerducts, cables, lines and wires on the Premises or within the Building shall not be deemed to be an Alteration hereunder requiring Lessor's consent. Further, Lessor hereby approves in advance of any non-structural Alterations to the Premises so long as such Alterations do not materially affect the structural integrity of the Building, and do not cost more than an aggregate amount per year of Two Hundred and Fifty Thousand Dollars (\$250,000.00) (collectively, "Minor Alterations"). Except with respect to such Minor Alterations, Lessee shall make no Alterations to the Premises, unless Lessee shall first deliver to Lessor plans and specifications for, and obtain Lessor's prior written approval of, such Alterations, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in the event Lessor fails to notify Lessee that Lessor either approves or disapproves of such Alterations, together with the grounds for such disapproval, if applicable, in writing within thirty (30) of receipt of a request therefor, Lessor shall be deemed to have approved of the Alterations. All such Alterations shall be done at Lessee's sole cost and expense.

7.2 Requirements for All Alterations. In addition to, and not in lieu of, conditions imposed by Lessor pursuant to Section 7.1, any Alterations to the Premises shall be performed: (i) in a good and workmanlike manner; and (ii) in compliance with all Legal Requirements. In addition, prior to commencement of any Alterations, Lessee shall furnish to Lessor proof of insurance for any and all contractors working on behalf of Lessee in the minimum form and limits as set forth in Section 13. In addition to, and not in lieu of, conditions imposed by Lessor pursuant to Section 7.1, any Existing Improvements and Alterations made by Lessee shall be surrendered upon expiration of earlier termination of this Lease, free of all encumbrances, liens or security interests, in accordance with Section 22.1 below.

7.3 Trade Fixtures. Lessee shall retain ownership of all trade fixtures and business equipment and furnishings from time to time installed by Lessee or its predecessors during the term of this Lease or any previous lease at its expense. Lessee may remove any of such fixtures, equipment or furnishings at any time during the Term and shall remove all thereof prior to the expiration of the Term. Any such property not removed at the expiration of the Term shall, at the election of Lessor, become the property of Lessor without payment to Lessee, or be deemed abandoned and removed by Lessor, at Lessee's expense. Upon any removal of such property, Lessee shall promptly repair any and all damage to the Premises caused thereby and reimburse Lessor for its costs and expenses in removing any such property not removed by Lessee and repairing any such damage not repaired by Lessee; this covenant shall survive the termination of this Lease.

8. MAINTENANCE AND REPAIR

8.1 Maintenance and Repair by Lessee. Lessee shall, without cost or expense to Lessor, maintain the Existing Improvements and any Alterations, landscaping, fixtures and equipment which may now or hereafter exist thereon, in accordance with all Legal Requirements and except for reasonable wear and tear at all times preserve the Premises in good and safe repair. Lessee shall keep the Premises (including the outside areas) and the Tower Premises Access neat, clean and in sanitary condition, free from infestation of pests and conditions which might result in harborage for, or infestation of pests, and free from conditions that would cause undue vibration, heat, noise or interference. Lessee shall also be responsible for prompt snow removal in all parking and access areas of the Real Property whenever necessary to ensure safe access. As used in this Section, the word "pests," shall include without limitation, rodents, insects, and birds in numbers to the extent that a nuisance is created. Lessee shall throughout the Term of this Lease (including any extension thereof), without cost or expense to Lessor take and use all measures reasonably necessary to secure the Premises from trespassers.

8.2 Lessor Right to Cure. If, after thirty (30) days' notice from Lessor, or such longer period as reasonably required to complete the maintenance and repair work, Lessee fails to comply with all or any portion of Lessee's obligations pursuant to Section 8.1, Lessor may, but shall not be obligated to, enter upon the Premises and perform such maintenance and repair and Lessee agrees to pay the reasonable costs thereof to Lessor within thirty (30) days after receipt of a written demand, together with reasonable supporting documentation. Any unpaid sums under this Section 8.2 shall be payable as Additional Rent.

9. [INTENTIONALLY DELETED]

10. TAXES

10.1 Payment of Taxes. Lessee shall be liable for, and shall pay throughout the term of this Lease, all real property taxes and assessments, to the extent attributable to the Premises, including assessments of improvement districts formed subsequent to the Commencement Date of this Lease including, without limitation, surface water management charges and similar fees, all license fees and all taxes payable for, or on account of, the activities conducted on the Premises and all taxes on the property of Lessee on the Premises and any taxes on the Premises and/or on the leasehold interest created by this Lease and/or any taxes levied in lieu of a tax on said leasehold interest and/or any taxes levied on, or measured by, the rentals payable hereunder, whether imposed on Lessee or on Lessor. All other tax amounts for which Lessor is or will be entitled to reimbursement from Lessee shall be payable by Lessee to Lessor at least fifteen (15) days prior to the due dates of the respective tax amounts involved; provided, that Lessee shall be entitled to a minimum of thirty (30) days' written notice of the amounts payable by it.

10.2 Personal Property Taxes. Lessee shall pay or cause to be paid, prior to delinquency, any and all taxes and assessments levied upon all trade fixtures, inventories and other real or personal property placed or installed in and upon the Premises by Lessee.

If any such taxes on Lessee's personal property or trade fixtures are levied against Lessor or Lessor's property, and if Lessor pays the taxes based upon such increased assessment, Lessee shall, within thirty (30) days, repay to Lessor the taxes so levied.

10.3 Challenge of Property Tax Assessment. To the extent that Lessee considers it appropriate, Lessee shall have the right but not the obligation to challenge any real property ad valorem tax assessment on the subject property based on reasonable evidence of fair market value. Lessee will be responsible for the cost of such appeals of property tax assessment.

11. **[INTENTIONALLY DELETED]**

12. **INDEMNITY AND HOLD HARMLESS**

12.1 Subject to Section 12.5 below, Lessee agrees for itself, its successors and assigns, to defend, indemnify and hold harmless Lessor, its appointed and elected officials, employees, agents, consultants, successors and assigns (collectively, "Lessor Parties") from and against liability for all claims, demands, suits and judgments, including costs of defense thereof (collectively, "Claims"), 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 by this Lease, except to the extent of Lessor's sole negligence or gross negligence or intentional misconduct. The Lessee's obligations under this Section 12 shall include:

(a) The duty to promptly accept tender of defense and provide defense to Lessor with legal counsel reasonably acceptable to Lessor at the Lessee's own expense;

(b) Indemnification of claims made by the Lessee's own employees or agents; and

(c) Waiver of the Lessee's immunity under the industrial insurance provisions of Title 51 RCW but only to the extent necessary to indemnify Lessor, which waiver has been mutually negotiated by the parties.

12.2 Lessee shall require its construction contractors and subcontractors to indemnify and hold Lessor harmless from and against liability for all Claims arising out of or in connection with the design, development or construction of any improvements or alterations of the Premises, except to the extent of Lessor's sole negligence or gross negligence or intentional misconduct. The indemnification and hold harmless language shall be at least as broad as that set forth in Section 12.1 above.

12.3 In the event it is necessary for Lessor to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section 12, all such reasonable fees, expenses and costs shall be recoverable from Lessee or, if applicable, the Lessee's construction contractors and subcontractors pursuant to Section 12.2 above.

12.4 In the event it is determined that RCW 4.24.115 applies to this Lease, the Lessee agrees to defend, hold harmless and indemnify Lessor to the maximum extent

permitted thereunder, and specifically for its negligence concurrent with that of Lessor to the full extent of Lessee's negligence.

12.5 Notwithstanding anything herein to the contrary, in no event shall Lessee be obligated under this Lease to defend, indemnify and hold harmless Lessor, the Tower Vendor or any Tower Users from and against any Claims, for injury to persons, death or property damage which is caused by, arises out of or is incidental to the use and occupancy of the Tower Premises, provided, however, that Lessee shall remain obligated to defend, indemnify and hold harmless Lessor, but not the Tower Vendor or any Tower Users, to the extent of Lessee's negligence or intentional misconduct.

12.6 The provisions of this Section 12 shall survive the expiration or earlier termination of this Lease. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Lease.

13. **INSURANCE**

13.1 Insurance Requirements.

13.1.1 Commencing on the Commencement Date, Lessee shall procure and maintain during the Term of this Lease insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the exercise of the rights and privileges granted by this Lease or by Lessee. The cost of said insurance shall be paid by, or on behalf of, Lessee. By requiring such insurance coverage, Lessor shall not be deemed or construed to have assessed the risks that may be applicable to Lessee under this Lease. Lessee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Lease.

13.1.2 For all insurance coverages required pursuant to this Section 13, each insurance policy shall be written on an "occurrence" form provided that Lessee may obtain Professional Liability Insurance on a claims made basis. If coverage is provided on a claims made basis, such coverage shall extend for a period of three (3) years after the expiration of the Lease.

13.2 Property Insurance. Lessee shall carry "All Risk" property insurance, including business interruption coverage to provide for the continuing expenses of Rent in an amount equal to the full replacement value of all improvements, structures and buildings located on the Premises and rental coverage equal to at least twelve (12) months. The policy shall include Lessor as a loss payee for its vested interest in the Premises. A certificate of insurance must be provided to Lessor prior to the first day Lessee or any of its employees first enters onto the Premises for any reason relating to this Lease. Lessor will not carry insurance on Lessee's personal property, fixtures, improvements or alterations.

13.3 Liability Insurance.

13.3.1 Commercial General Liability Insurance. Coverage shall be at least as broad as General Liability: Insurance Services Office Form No. CG 00 01 current edition, or its equivalent, including Explosion & Collapse and Underground Damage (XCU). The Lessee shall maintain limits for General Liability of \$5,000,000.00 per occurrence for bodily injury and property damage, and \$10,000,000.00 general aggregate, which amounts may be achieved by a combination of primary and excess/umbrella liability insurance.

13.3.2 Commercial Automobile Liability. Insurance Services Office Form CA 01 or its equivalent covering Commercial Automobile Liability with a combined single limit of \$5,000,000.00 for each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles.

13.3.3 Workers' Compensation. Statutory requirements of the State of operation. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, and Employer's Liability or "Stop Gap" with limits of \$1,000,000.00 for each accident/disease/policy limit and shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

13.4 Deductibles and Self-Insured Retentions. Any deductible and/or self-insured retention to Lessee's coverage shall not limit or apply to Lessee's liability to Lessor hereunder and shall be the sole responsibility of Lessee.

13.5 Other Insurance Provisions. The insurance policies required in this Lease are to contain the following provisions:

(a) Lessor, its officers, officials and employees are to be covered as additional insureds as their interest may appear under this Lease under Lessee's Commercial General Liability and Commercial Automobile Liability policies as respects liability arising out of activities performed by Lessee in connection with this Lease.

(b) The Lessee's insurance coverage shall be primary insurance as respects Lessor, its officers, officials and employees. Any insurance and/or self-insurance maintained by Lessor shall not contribute with the Lessee's or Contractor's (as defined in Section 13.7 below) insurance or benefit the Lessee or Contractor in any way.

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

(d) Upon receipt of notice from its insurer's, Lessee shall use commercially reasonable efforts to provide Lessor with thirty (30) days' prior written notice of cancellation of any required coverage.

13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A-VII, or if not rated with Bests' with minimum surpluses, the equivalent of Bests' surplus size VII.

13.7 Contractor's Insurance. In the event Lessee makes improvements to the Premises, Lessee shall require its construction contractors and subcontractors (collectively, "Contractors") to obtain and maintain substantially the same insurance with substantially the same limits as required of Lessee. In addition, Lessee shall require its Contractors to provide, for the duration of construction of any improvements or alteration:

(a) Builders Risk insurance covering interests of Lessor, Lessee and the Contractor in the work, in the amount of the completed value of the improvements with no coinsurance provisions. Such Builders Risk insurance will be on an all-risk policy form and will insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work shall have a deductible no larger than \$5,000.00 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by Lessor upon written request by Contractor and written acceptance by Lessor. Any increased deductibles accepted by Lessor shall remain the responsibility of the Contractor. The Builders Risk insurance will be maintained until final acceptance of the work by Lessee. Lessee will require its Contractors to provide copies of insurance certificates or insurance policies to Lessor upon request.

(b) Professional Liability/Errors and Omissions insurance with a limit of \$1,000,000.00 per claim/aggregate. The Contractor shall submit proof of insurance as part of the required submittals or provide evidence of compliance from its subcontractor that these insurance requirements have been met thirty (30) days prior to beginning the work designated to be performed by a professional.

13.8 If at any time, any of the foregoing policies fail to meet the requirements stated in this Section 13, Lessee shall, upon notice to that effect from Lessor, promptly obtain or require its Contractor to obtain a new policy, and shall submit the same to Lessor, with the appropriate certificates and endorsements for approval.

13.9 Verification of Coverage. Lessee shall furnish Lessor with certificate(s) of insurance and blanket additional insured endorsement(s) required by this Lease. The certificate(s) and endorsement(s) for each insurance policy are to be signed by authorized representative of Lessee's insurer. The certificates and endorsements for each insurance policy are to be on forms reasonably approved by Lessor and are to be received and approved by Lessor within five (5) days of the Commencement Date of this Lease.

14. **WAIVER OF SUBROGATION**

To the extent a loss is covered by insurance in force, Lessor and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance policies,

including any extended coverage endorsements hereto; provided that this waiver shall be inapplicable if it would have the effect of invalidating any insurance coverage of Lessor or Lessee. Notwithstanding the foregoing, Lessee shall, within thirty (30) days of receiving an invoice from Lessor, reimburse Lessor for any deductible to Lessor's coverage arising from Lessee's liability hereunder.

15. DAMAGE OR DESTRUCTION

15.1 Right to Terminate. In the event Existing Improvements or any Alterations on the Premises are totally or partially destroyed by fire, the elements, earthquake or other casualty (collectively "Casualty"), Lessee shall have the option to reconstruct such facilities to their original condition within eighteen (18) months after their destruction, said eighteen (18) month period to be reasonably extended by Lessor if Lessee is delayed in obtaining an insurance settlement or is otherwise promptly proceeding to reconstruct the facilities. Should Lessee elect not to reconstruct, Lessee shall assign and make payable to King County the insurance proceeds payable as a result of the destruction of such improvements. Lessee may elect to terminate this Lease in the event that Lessee concludes that the damage to the Premises or Improvements of which the Premises are a part cannot be reconstructed within six (6) months of the Casualty (with the repair work and the preparations therefore to be done during regular working hours on regular work days). In the event that Lessee elects to terminate this Lease, Lessee shall advise Lessor of that fact within ninety (90) days of the date of the Casualty and notify Lessor of the date, not more than ninety (90) days after the Casualty, on which the Lease will terminate. All costs associated with the repair or rebuilding of the Premises pursuant to this Section 15 shall be at the sole expense of Lessee. In the event Lessee fails to provide notice to Lessor of its commitment to rebuild or repair the Premises or any Improvements of which the Premises are a part, within ninety (90) days of the Casualty, or if Lessee has failed to complete the repairs or rebuilding within eighteen (18) months after the Casualty occurred, Lessor may terminate this Lease by giving Lessee at least ninety (90) days' notice of its intent to terminate.

15.2 Abatement of Rent. Unless the casualty results from Lessee's negligence or breach of the terms of this Lease, the Base Rent and Additional Rent, if any, shall be abated for any portion of the Premises that is rendered untenable or inaccessible from the period from the date of the Casualty through the date of substantial completion of the repairs to the Premises (or to the date of termination of the Lease if either party shall elect to terminate the Lease). Such abatement of Base Rent and Additional Rent, if any, shall be proportionate to Lessee's loss of use. Lessor shall not otherwise be liable to Lessee for any loss in the use in the whole or any part of the Premises (including loss of business) and/or any inconvenience or annoyance occasioned by the Casualty, by any damage resulting from the Casualty, or by any repair, reconstruction or restoration.

16. ASSIGNMENT AND SUBLEASE

16.1 Prohibition. Except as otherwise provided in Section 16.4 below, Lessee shall not, in whole or in part, assign, sublet, license or permit the occupancy by any party other than Lessee of all or any part of the Premises, without the prior written consent of

Lessor in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. If Lessee desires to assign, sublet, license or permit the occupancy for the whole or part of the Premises, Lessee shall request the consent of Lessor in writing at least sixty (60) days prior to the proposed assignment, sublet, license or permit to occupy. Lessee shall at the time Lessee requests the consent of Lessor, deliver to Lessor such information in writing as Lessor may reasonably require respecting the proposed assignee, subtenant or licensee including, without limitation, the name, address, nature of business, ownership, financial responsibility and standing of such proposed assignee, subtenant or licensee. Within thirty (30) days after receipt of all required information, Lessor shall, in its sole discretion, elect one of the following: (a) to consent to such proposed assignment, sublease or license; or (b) to reasonably refuse such consent by providing the grounds for such refusal.

16.1.1 A condition to Lessor's consent to any assignment, sublease or license of this Lease or the Premises shall be the delivery to Lessor of a true copy of the fully executed instrument of assignment, sublease or license and an agreement executed by the assignee, sublessee or licensee in form and substance satisfactory to Lessor and expressly enforceable by Lessor, whereby the assignee, sublessee or licensee assumes and agrees to be bound by the terms and provisions of this Lease and perform all the obligations of Lessee hereunder. In all subleases authorized by Lessor, the term of the sublease shall be at least one (1) day less than the Term of this Lease. Any unauthorized sublease equal in duration to the Term shall be null and void. For any proposed assignment, sublease or license wherein the assignee, sublessee, or licensee is unable to reasonably satisfy Lessor as to its financial standing and ability to satisfy the duties and obligations of Lessee under this Lease, Lessor may condition its approval on the provision of reasonable financial guarantees in form and amount sufficient to guarantee performance.

16.1.2 In the event of any assignment, but not a sublease or license hereunder, Lessee and each respective assignor, waives notice of default by the tenant in possession in the payment and performance of the Rent, covenants and conditions of this Lease and consents that Lessor may in each and every instance deal with the tenant in possession, grant extensions of time, waive performance of any of the terms, covenants and conditions of this Lease and modify the same, and in general deal with the tenant then in possession without notice to or consent of any assignor, including Lessee; and any and all extensions of time, indulgences, dealings, modifications or waivers shall be deemed to be made with the consent of Lessee and of each respective assignor, provided, however, that no such extension, indulgence, dealing, modification or waiver shall act to increase Lessee's liability under this Lease.

16.1.3 Lessee agrees that any sublease or license will contain a provision in substance that if there be any termination whatsoever of this Lease then the subtenant or licensee, at the request of Lessor, will attorn to Lessor and the sublessee or licensee, if Lessor so requests, shall continue in effect with Lessor, but Lessor shall be bound to the subtenant or licensee in such circumstances only by privity of estate. Nothing herein shall be deemed to require Lessor to accept such attornment.

16.1.4 No assignment, subletting or license by Lessee shall relieve Lessee of any obligation under this Lease, including Lessee's obligation to pay Rent or any other sum hereunder. Any purported assignment, subletting or license contrary to the provisions hereof without consent shall be void. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

16.1.5 Lessee shall reimburse Lessor in the sum of Five Hundred Dollars (\$500.00) plus any reasonable administrative fees and expenses incurred by Lessor in connection with any request by Lessee for consent to an assignment, subletting or license.

16.2 Excess Rental. If Lessee assigns its interest other than to a Lessee Affiliate (as defined in Section 16.4 below), Lessee shall pay Lessor, as Additional Rent, fifty percent (50%) of the Assignment Premium (as hereinafter defined) derived from that assignment. "Assignment Premium" shall mean all rent, additional rent and/or other moneys, property and other consideration of every kind whatsoever received by Lessee from the assignee to the extent reasonably attributable to the assignment for the Premises. If Lessee subleases, other than to a Lessee Affiliate, Lessee shall pay Lessor, as Additional Rent, fifty percent (50%) of the Sublease Premium (as hereinafter defined) derived from that sublease. "Sublease Premium" shall mean all rent, additional rent and/or other moneys, property and other consideration of every kind whatsoever received by Lessee from the sublessee for, or by reason of, the sublease. Lessee shall pay the Assignment Premium or the Sublease Premium to Lessor as and when Lessee receives payment from such transferee.

(a) Credits. The following shall be subtracted from what otherwise would be owed for a Sublease Premium or an Assignment Premium:

- (i) Any costs, fees or commissions actually paid by Lessee to procure the assignment or sublease, amortized over the term of the assignment or sublease, including, without limitation, fees and commissions paid to attorneys and licensed real estate brokers;
- (ii) The actual cost of leasehold improvements undertaken by Lessee to the extent made to prepare the space for the assignee or sublessee (amortized over the term of the assignment or sublease commencing with the date on which the assignment or the sublease term commences);
- (iii) The unamortized cost of improvements, if any, determined on a straight-line basis over the term of the original lease, not the assignment or sublease, as certified to Lessor by Lessee's independent certified public accountant (at Lessee's expense, the cost of which may be deducted from the Assignment Premium or the Sublease Premium); and
- (iv) Rent allocable to the space covered by such sublease.

16.3 Scope. The prohibition against assigning or subletting contained in this Section 16 shall be construed to include a prohibition against any assignment or subletting by operation of law. However, for purposes of this Section 16, any sale, transfer or other disposition in the aggregate of fifty percent (50%) or more of the equity ownership in Lessee (i.e. stock with respect to tenant corporation, partnership interests with respect to a tenant partnership, etc.) shall not be deemed an assignment requiring Lessor's consent thereto. If this Lease be assigned or if the Premises or any part thereof be sublet or occupied by anybody other than Lessee, Lessor may, following a material default by Lessee under the terms and conditions of this Lease past any applicable notice and cure period, collect rent due from the assignee, subtenant or occupant and apply the net amount collected to the Rent herein reserved and apportion any excess Rent so collected in accordance with the terms of Section 16.2, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Lessee from the further performance by Lessee of covenants on the part of Lessee herein contained. Unless otherwise provided in any consent by Lessor, no assignment or subletting shall affect the continuing primary liability of Lessee (which, following assignment, shall be joint and several with the assignee), and Lessee shall not be released from performing any of the terms, covenants and conditions of this Lease.

16.4 Permitted Transfers. Notwithstanding anything to the contrary contained in the Lease, Lessee may, without Lessor's consent, and without first offering such space to Lessor, sharing any fees or rent with Lessor, or suffering any increase in Lessee's rental obligations or any loss of Lessee's rights under the Lease, assign the Lease to, sublet the Premises or any part thereof to, or permit the use of the Premises or any part thereof by, Verizon Communications Inc. or any entity directly or indirectly controlled by, in control of or under common control with, Lessee or Verizon Communications Inc., or any entity that acquires all or part of Lessee, that is acquired in whole or in part by Lessee, that results from the merger or consolidation with Lessee, or that purchases all or a substantial portion of Lessee's assets located at, or the business conducted by Lessee in and from, the Premises (and such affiliates (collectively, a "Lessee Affiliate") shall have the same rights as Lessee under this Section 16.4), provided, however, that no such transfer to a Lessee Affiliate shall relieve Lessee of any liability hereunder. Further, no change of stock ownership or control of Lessee shall constitute an assignment or transfer hereunder.

17. **DEFAULT**

17.1 Defaults. Time is of the essence of this Lease. The occurrence of any one or more of the following events constitutes an "Event of Default" of this Lease by Lessee with or without notice from Lessor:

(a) Failure to Pay. Lessee fails to make any payment of Rent, or any other sum due under this Lease, within ten (10) days after notice of non-payment from Lessor.

(b) Failure to Perform. Lessee breaches or fails to observe or perform any of Lessee's nonmonetary obligations in this Lease and the breach or failure continues for a period of thirty (30) days after written notice by Lessor; provided, that if said breach

or failure cannot reasonably be cured within such thirty (30) day period, Lessee's breach or failure is not an Event of Default if Lessee commences to cure its breach or failure within the thirty (30) day period and thereafter diligently pursues the cure and effects the cure to completion.

(c) Misrepresentation. The existence of any intentional and material misrepresentation or omission in any financial statements, correspondence or other information provided to Lessor by or on behalf of Lessee, any successor, grantee or assign in connection with (i) Lessee's negotiation or execution of this Lease; (ii) Lessor's evaluation of Lessee as a prospective tenant at the Premises; (iii) any proposed or attempted assignment or sublease requiring the consent of Lessor; or (iv) any consent or approval Lessee requests under this Lease.

(d) Other Defaults. (i) Lessee makes a general assignment or general arrangement for the benefit of creditors; (ii) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Lessee; (iii) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Lessee and is not dismissed within sixty (60) days; (iv) a trustee or receiver is appointed to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease and possession is not restored to Lessee within thirty (30) days; or (v) substantially all of Lessee's assets, substantially all of Lessee's assets located at the Premises or Lessee's interest in this Lease is subjected to attachment, execution, or other judicial seizure not discharged within thirty (30) days. If a court of competent jurisdiction determines that any act described in this Section 17 does not constitute an Event of Default, and the court appoints a trustee to take possession of the Premises (or if Lessee remains a debtor in possession of the Premises) and such trustee or Lessee transfers Lessee's interest hereunder, then Lessor is entitled to receive, as Additional Rent, the amount by which the rent (or any other consideration) paid in connection with the Transfer exceeds the Rent otherwise payable by Lessee under this Lease.

17.2 Remedies. Upon the occurrence of any Event of Default, Lessor, at any time and from time to time, and without preventing Lessor from exercising any other right or remedy, may exercise any one or more of the following remedies:

(a) Termination of Lease. Terminate this Lease effective on the date Lessor specifies in its termination notice to Lessee. Upon termination, Lessee will immediately surrender possession of the Premises to Lessor. If Lessor terminates this Lease, Lessor may recover from Lessee and Lessee will pay to Lessor on demand all damages Lessor incurs by reason of an Event of Default, including, without limitation, (i) all Rent due and payable under this Lease as of the effective date of the termination; (ii) any amount necessary to compensate Lessor for any detriment proximately caused Lessor by Lessee's failure to perform its obligations under this Lease or which in the ordinary course would likely result from Lessee's failure to perform, including, but not limited to, any re-entry costs incurred by Lessor; (iii) all unamortized real estate brokers' fees in connection with this Lease; (iv) the dollar value of any rent credits or rent reductions; and (v) an amount equal to the amount by which the present worth, as of the effective date of the termination, of the Rent for the balance of the Term remaining after the effective date

of the termination (assuming no termination) exceeds the present worth, as of the effective date of the termination, of a fair market rental value for the Premises for the same period (as Lessor reasonably determines the fair market rental value). For purposes of this section, Lessor will compute present worth by utilizing a discount rate of eight percent (8%) per annum. Nothing in this section limits or prejudices Lessor's right to prove and obtain damages in an amount equal to the maximum amount allowed by law, regardless whether such damages are greater than the amounts set forth in this section.

(b) Present Worth of Rent. Recover from Lessee, and Lessee will pay to Lessor on demand, an amount equal to the then present worth, as of the effective date of termination, of the aggregate of the Rent and any other charges payable by Lessee under this Lease for the unexpired portion of the Term. Lessor will employ a discount rate of eight percent (8%) per annum to compute present worth.

(c) Self Help. Subject to Section 8.2 above, perform the obligation on Lessee's behalf without waiving Lessor's rights under this Lease, at law or in equity and without releasing Lessee from any obligation under this Lease. Lessee will pay to Lessor, as Additional Rent, all sums Lessor pays and obligations Lessor incurs on Lessee's behalf under this section.

(d) Other Remedies. Any other right or remedy available to Lessor under this Lease, at law or in equity.

(e) Costs. Subject to Section 22.2 below, Lessee will reimburse and compensate Lessor on demand and as Additional Rent for any reasonable loss Lessor incurs in connection with, resulting from or related to an Event of Default, regardless of whether suit is commenced or judgment is entered. Such loss includes all reasonable legal fees, costs and expenses (including paralegal fees and other professional fees and expenses) Lessor incurs investigating, negotiating, settling or enforcing any of Lessor's rights or remedies or otherwise protecting Lessor's interests under this Lease, and associated re-letting costs incurred by Lessor, all unamortized real estate brokers' fees in connection with this Lease, and the dollar value of any rent credits or rent reductions. In addition to the foregoing, Lessor is entitled to reimbursement of all of Lessor's fees, expenses and damages, including, but not limited to, reasonable attorney's fees and paralegal and other professional fees and expenses, Lessor incurs in connection with protecting its interests in any bankruptcy or insolvency proceeding involving Lessee, including, without limitation, any proceeding under any chapter of the Bankruptcy Code; by exercising and advocating rights under Section 365 of the Bankruptcy Code; by proposing a plan of reorganization and objecting to competing plans; and by filing motions for relief from stay. Such fees and expenses are payable on demand, or, in any event, upon assumption or rejection of this Lease in bankruptcy.

(f) Waiver and Release by Lessee. Lessee waives and releases all Claims Lessee may have resulting from Lessor's re-entry and taking possession of the Premises by any lawful means and removing and storing Lessee's property as permitted under this Lease, regardless whether this Lease is terminated, and, to the fullest extent allowable under the law, Lessee releases and will indemnify, defend (with counsel

reasonably acceptable to Lessor), protect and hold harmless the Lessor Parties from and against any and all Claims occasioned by Lessor's lawful re-entry of the Premises and disposition of Lessee's property. No such reentry is to be considered or construed as a forcible entry by Lessor.

17.3 Remedies Cumulative. All rights, options and remedies of Lessor contained in this Lease shall be construed and held to be distinct, separate and cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Lease.

18. **[INTENTIONALLY DELETED]**

19. **CONDEMNATION**

19.1 Lessor and Lessee will immediately notify the other in writing of the receipt of notice of any proceedings with respect to a condemnation or intent of any authority to exercise the power of eminent domain.

19.2 If all of the Premises are taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the Term of this Lease, this Lease terminates as of the date condemner takes possession, and Lessee will have no claim or interest in or to any award of just compensation except that the Lessee will be entitled to an amount equal to the fair market value of the Lessee's leasehold interest in any improvement taken by the condemner made to the Premises by the Lessee and amortized on a straight-line basis over the Term of the Lease, but not to exceed the amount of that part, if any, of the award attributable to the value of the improvements.

19.3 If part of the Premises is taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the Term of this Lease, either Lessor or Lessee may choose to terminate this Lease as of the date the condemner takes possession. If neither Lessor nor Lessee elects to terminate this Lease, the Rent will 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 condemner takes possession. Lessee will have no claim or interest in or to any award of just compensation or damages except that the Lessee will be entitled to an amount equal to the fair market value of the Lessee's leasehold interest in the part taken by the condemner, including the value of any improvements made to the Premises by the Lessee amortized on a straight-line basis over the Term of the Lease, but not to exceed the amount of that part, if any, of the award attributable to the value of Lessee's leasehold interest.

19.4 If temporary use of all or a portion of the Premises is taken by any lawful authority for a period which would reduce the leasehold and, consequently, would cause the Premises to be untenable for the use by Lessee for the Permitted Use, either party may choose to terminate this Lease. If either party elects to terminate the Lease, the Lease will terminate the date the condemner takes possession and Lessee will have no claim or interest in or to any award of just compensation except that the Lessee will be entitled to

an amount equal to the fair market value of the Lessee's leasehold interest, including the value of any improvements made to the Premises by the Lessee, amortized on a straight-line basis over the Term of the Lease, but not to exceed the value of the leasehold interest. If neither party elects to terminate this Lease, the Lease will continue in full force and Lessee will be entitled to receive any award from the condemner for the use of all or part of the Premises, except that Lessee may elect to have the Rent 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 such continued use.

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

20. ACCESS; EASEMENTS

20.1 Any provision to the contrary in this Lease notwithstanding, Lessor reserves for itself and for its contractors and other persons or entities authorized by Lessor the right to inspect the Premises at any and all reasonable times during normal business hours throughout the term of this Lease on no less than two (2) business days' notice to ascertain the condition of the Premises or whether Lessee is observing and performing the obligations assumed by it under this Lease, provided that Lessor shall not unreasonably interfere with Lessee's Permitted Use. The right of inspection reserved to Lessor hereunder shall impose no obligation on Lessor to make inspections to ascertain the condition of the Premises or undertake additional obligations of any kind, and shall impose no liability upon Lessor for failure to make such inspections or undertake additional obligations of any kind. Lessor also reserves the right to show the Premises at all reasonable times during business hours of Lessee on no less than two (2) business days' notice to any prospective purchasers, tenants or mortgagees.

20.2 Lessee shall provide access across established routes of ingress and egress to the Premises at all reasonable times to Lessor, its contractors and other persons or entities authorized by Lessor, for the purpose of ingress and egress to adjacent property owned or leased by Lessor. Lessor shall cause all such parties to abide by all reasonable security requirements of Lessee.

20.3 Subject to Section 20.1 above, Lessor and Lessee acknowledge and agree that Lessor, its contractors, and other persons or entities authorized by Lessor shall have access to the outdoor areas of the Premises for the following purposes: (a) to modify, install, maintain, revise, and replace drainage facilities, utility service, other infrastructure improvements and ingress and egress routes on the Premises, (b) to access adjacent property owned or leased by Lessor and to conduct redevelopment or other activities on that property, and (c) for temporary oversight and management activities associated with the Tower. Lessor shall use commercially reasonable efforts to minimize the duration and use of the Premises during any such entry by Lessor. Lessor, its contractors and other entities authorized by Lessor are hereby granted a continuous easement or easements over, along and under the outdoor areas of the Premises, which Lessor, in its sole and absolute discretion, believes may be necessary within the Premises, without any additional cost to

Lessor or Lessee, to carry out the activities set forth in this Section 20, provided, however, that no such easement shall materially increase Lessee's obligations or materially decrease Lessee's rights under this Lease. Lessor, its contractors and other entities described in this Section 20 shall have the right to enter and use the Premises for the aforementioned purposes. Notwithstanding anything herein to the contrary, the Tower Vendor or any Tower Users rights of access to and from the Tower Premises shall be pursuant to Section 1.2 above and the Access Agreement, and not this Section 20.

20.4 Notwithstanding anything herein to the contrary, Lessee shall have no obligation to indemnify and hold Lessor and the Lessor Parties harmless from and against any Claims arising from any entry pursuant to this Section 20 except to the extent such Claims are caused by or arise from the Lessee's negligence or intentional misconduct.

21. NONWAIVER; RIGHT TO PERFORM

21.1 Receipt of Monies Following Termination. No receipt of monies by Lessor from Lessee after the termination or cancellation of this Lease in any lawful manner shall (i) reinstate, continue or extend the term of this Lease; (ii) affect any notice theretofore given to Lessee; (iii) operate as a waiver of the rights of Lessor to enforce the payment of any Rent and fees then due or thereafter falling due; or (iv) operate as a waiver of the right of Lessor to recover possession of the Premises by proper suit, action, proceeding or remedy; it being agreed that after the service of notice to terminate or cancel this Lease, or after the commencement of suit, action or summary proceedings, or any other remedy, or after a final order or judgment for the possession of the Premises, Lessor may demand, receive and collect any monies due, or thereafter falling due, without in any manner affecting such notice, proceeding, suit, action or judgment; and any and all such monies collected shall be deemed to be payments on account of the use and occupation and/or Lessee's liability hereunder.

21.2 No Waiver of Breach. The failure of either party to insist in any one or more instances, upon a strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of or relinquishment for the future of the performance of such covenant, or the right to exercise such option, but the same shall continue and remain in full force and effect. The receipt by either party of the Rent or fees, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such party. The consent or approval of either party to or of any act by the other party requiring the approving party's consent or approval shall not be deemed to waive or render unnecessary the approving party's consent or approval to or of any subsequent similar acts by the requesting party.

21.3 No Waiver of Rent. The receipt by Lessor of any installment of Rent or of any amount shall not be a waiver of any Rent or other amount then due.

21.4 Application of Payments. Lessor shall have the right to apply any payments made by Lessee to the satisfaction of any debt or obligation of Lessee to Lessor under this

Lease, in Lessor's sole discretion and regardless of the instructions of Lessee as to application of any such sum, whether such instructions be endorsed upon Lessee's check or otherwise, unless otherwise agreed upon by both parties in writing. The acceptance by Lessor of a check or checks drawn by others than Lessee for payments made owed by Lessee under this Lease shall not otherwise affect Lessee's liability hereunder nor shall it be deemed an approval of any assignment of this Lease or subletting by Lessee.

21.5 Lessor's Right to Perform. Subject to Section 8.2 above, upon Lessee's failure to perform any obligation or make any payment required of Lessee hereunder past any applicable notice and cure period, Lessor shall have the right (but not the obligation) to perform such obligation of Lessee on behalf of Lessee and/or to make payment on behalf of Lessee to such parties. Upon written notification to Lessee of any out-of-pocket costs incurred by Lessor under this Section 21, together with reasonable supporting documentation, Lessee shall reimburse Lessor such costs within thirty (30) days. Neither the failure to provide timely written notice or the passage of time shall be deemed to constitute a waiver of Lessor's rights hereunder.

22. **SURRENDER AND HOLDING OVER**

22.1 Surrender.

22.1.1 In General. The Existing Improvements and any Alterations shall remain the property of Lessee during the term of this Lease (and all extensions and renewals hereof). At the expiration or sooner termination of this Lease (including all extension or renewals thereof), Lessee shall remove its equipment and fixtures and promptly surrender possession of the Premises to Lessor, and all Existing Improvements and Alterations shall revert to Lessor without compensation to Lessee. Lessee shall return the Premises in as good condition as existed on the Effective Date of this Lease, reasonable wear and tear and casualty loss excepted. Lessee agrees to deliver to Lessor all keys that it may have to any and all parts of the Existing Improvements and the Alterations. Lessee shall assign to Lessor any warranties in force at the time of surrender. Subject to Section 22.2 below, if the Premises are not surrendered as provided in this Section 22.1, Lessee shall indemnify and hold Lessor harmless against claims by any succeeding occupant of the Premises resulting from the delay by Lessee in so surrendering the Premises.

22.1.2 Building. Lessor and Lessee acknowledge and agree that Lessor may also require Lessee's removal of the Building at the expiration or sooner termination of the Lease pursuant to this Section 22.1.2. Specifically, in the event Lessee does not exercise an applicable option to extend the Term pursuant to Section 2.3 above, or at the expiration of the fifth (5th) Extended Term, Lessee shall, by giving Lessor written notice no more than fifteen (15) months and no less than twelve (12) months prior to the last day of the initial Term and with respect to each Extended Term not sooner than fifteen (15) months and not later than twelve (12) months prior to the expiration of the Extended Term then in effect, request Lessor's direction with respect to the removal of the Building (the "Building Removal Request"). Lessor shall, not later than sixty (60) days after receipt of the Building Removal Request, provide Lessee with notice either (i) requiring Lessee's removal of the Building pursuant to this Section 22.1.2, or (ii) requiring that Lessee

surrender possession of the Building at the end of the term of this Lease pursuant to Section 22.1.1 above (either, the "Building Removal Notice"). Further, in the event Lessor fails to provide the Building Removal Notice within such sixty (60) day period, Lessor shall be deemed to have required Lessee's surrender of the Building at the end of the term of this Lease pursuant to Section 22.1.1 above. Notwithstanding the foregoing, in the event Lessee fails to provide the Building Removal Request as required hereunder, Lessor may nonetheless require Lessee's removal of the Building by notice given prior to the expiration or sooner termination of the Lease (the "Outside Building Removal Notice"), provided, however, that Lessee shall have not less than twelve (12) months from receipt of the Outside Building Removal Notice within which to complete the removal of the Building pursuant to this Section 22.1.2, including, without limitation, items (a), (b) and (c) below.

In the event Lessee is required to remove the Building pursuant to this Section 22.1.2, Lessee shall demolish and remove the Building (the "Building Removal Work") at the expiration or sooner termination of this Lease, provided, however, (a) that Lessee may but shall not be required to actually commence the Building Removal Work prior to the expiration or sooner termination of the term, (b) that Lessee shall not be required to pay any Rent, including, without limitation, holdover rent pursuant to Section 22.2 below, during such Building Removal Work period so long as the Building Removal Work is completed within twelve (12) months after the expiration or sooner termination of the Lease, subject to Force Majeure (as defined in Section 24.18 below), and (c) all other terms and conditions of the Lease shall remain in full force and effect, subject to this Section 22.1.2, until the completion of the Building Removal Work. Further, Lessee's satisfaction of its obligations under this Section 22.1.2 shall be subject to Lessor's final written approval, which shall not be unreasonably withheld, conditioned, or delayed. Specifically, within fifteen (15) days after the date Lessee notifies Lessor of Lessee's completion of the Building Removal Work (the "Building Removal Inspection Period"), Lessor shall inspect the Building Removal Work. If Lessor provides written notice (the "Building Removal Completion Notice") of any Building Removal Work construction deficiencies to Lessee within the Building Removal Inspection Period, Lessee shall promptly commence any repairs and/or remedial work to the Building Removal Work set forth in the Building Removal Completion Notice (the "Disapproved Items") as necessary to correct the deficiencies described therein. Once such repairs and/or remedial work have been completed, Lessee shall notify Lessor of such completion and Lessor shall then have an additional fifteen (15) days from the date of such notification from Lessee (the "Building Removal Remedial Inspection Period") to inspect the Building Removal Work with respect to such Disapproved Items. If Lessor reasonably determines that Lessee has completed the Building Removal Work and, if applicable, corrected any Disapproved Items in compliance with the Building Removal Completion Notice, then within the Building Removal Inspection Period or the Building Removal Remedial Inspection Period, as applicable, Lessor shall give Lessee written approval of the Building Removal Work. In the event Lessor fails to provide its approval or disapproval within fifteen (15) days after receipt of notice of completion of the Building Removal Work, the twelve (12) month period for completion of the Building Removal Work set forth in item (b) above shall be extended day for day until Lessor provides such approval or disapproval. Notwithstanding anything to the contrary contained in this Section 22.1.2, or Section 22.2, under either scenario contemplated above wherein Lessee is required to perform the Building Removal Work, if

the Building Removal Work is not completed within twelve (12) months after the expiration or sooner termination of the Lease (subject to extension as set forth herein), Lessee shall be required to resume payment of monthly Base Rent to Lessor at two hundred percent (200%) of the rental rate that was in effect prior to the commencement of the Building Removal Work until the Building Removal Work is complete, subject to Lessor's approval which shall not be unreasonably withheld, conditioned or delayed.

22.2 Holding Over. If Lessee, with the consent of Lessor, holds over after the expiration or sooner termination of this Lease, the resulting tenancy will, unless otherwise mutually agreed, be on a month-to-month basis. During such month-to-month tenancy, Lessee shall pay to Lessor the same rental rate that was in effect immediately prior to the month-to-month tenancy. Lessee will continue to be bound by all of the additional provisions of this Lease insofar as they may be pertinent. In the event that Lessee, without the consent of Lessor, holds over after the expiration or sooner termination of this Lease, said occupancy shall be as a tenant at sufferance on a month-to-month basis subject to all of the terms of this Lease except that Lessee shall pay to Lessor Base Rent at one hundred fifty percent (150%) of the rental rate that was in effect immediately prior to said month-to-month tenancy. Further, and notwithstanding anything to the contrary set forth herein, Lessee shall not be liable for consequential damages resulting from any holdover of the Premises after the expiration or earlier termination of the Lease unless Lessee fails to vacate the Premises within ninety (90) days after Lessor notifies Lessee (which notice, if given before the expiration or earlier termination of this Lease, shall result in the such ninety (90) day period commencing to run on the day following the expiration or termination of this Lease) that Lessor has entered into a lease for the Premises or has received a bona fide offer to lease the Premises, and that Lessor will be unable to deliver possession, or perform improvements, due to Lessee's holdover, in which case Lessee shall be liable to Lessor for all damages, including, without limitation, consequential damages, that Lessor suffers from the holdover.

23. HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE

23.1 Definitions. "Hazardous Materials Contamination" shall mean the contamination of improvements, facilities, soil, ground water, surface water, storm water, rock, air, vegetation, sediments, fish or other natural resources, or other elements in, on, under, of or adjacent to the Premises or the Real Property by Hazardous Materials, or the contamination of any other real or personal property as the result of Hazardous Materials at any time emanating from, or migrating through or coming to rest on or in, the Premises or the Real Property. "Hazardous Materials" as used herein shall mean:

(a) Any toxic substances or waste, sewage, petroleum products, radioactive substances, medical waste, heavy metals, corrosive, noxious, acidic, bacteriological or disease-producing substances, including, without limitation: Asbestos; polychlorinated biphenyls; underground storage tanks, whether empty, filled, or partially filled with any substance; any substance the presence of which on the Premises or the Real Property is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances, resolutions, permits or other requirements; and other

substances which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances, resolutions, permits or other requirements require special handling or notification in its collection, storage, treatment, use or disposal;

(b) Any dangerous waste, hazardous waste, extremely hazardous waste, hazardous substance, pollutant, pollution, contaminant or contamination as defined in the following statutes or their implementing regulations as such statutes and regulations may be amended from time to time:

- (i) Washington Clean Air Act (RCW Ch. 70.94);
- (ii) Washington Solid Waste Management Recovery and Recycling Act (RCW Ch. 70.95);
- (iii) Washington Hazardous Waste Fees Act, (RCW Ch. 70.95E);
- (iv) Washington Nuclear Energy and Radiation Act, (RCW Ch. 70.98);
- (v) Washington Radioactive Waste Storage and Transportation Act of 1980 (RCW Ch. 70.99);
- (vi) Washington Hazardous Waste Management Act (RCW Ch. 70.105);
- (vii) Washington Model Toxics Control Act (“MTCA”) (RCW Ch. 70.105D);
- (viii) Washington Underground Petroleum Storage Tanks Act (RCW Ch. 70.148);
- (ix) Washington Water Pollution Control Act (RCW Ch. 90.48);
- (x) Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, (7 U.S.C. 136 et seq.);
- (xi) Federal Toxic Substances Control Act (15 U.S.C. 2601 et seq.);
- (xii) Federal Water Pollution Control Act, also known as the Clean Water Act (33 U.S.C. 1251 et seq.);
- (xiii) Federal Oil Pollution Control Act of 1990 (33 U.S.C. 2701 et seq.);
- (xiv) Federal Safe Water Drinking Act (42 U.S.C. 300f et seq.);
- (xv) Federal Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.);
- (xvi) Federal Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.);

(xvii) Federal Clean Air Act (42 U.S.C. 7401 et seq.); or

(xviii) Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. 9601 et seq.); and

(c) Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are defined, regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended. For purposes of this Section 23, "Lessee" shall mean Lessee, sublessees, contractors, agents, employees, representatives, guests, invitees or affiliates.

23.2 Disclaimer and Release. Lessor makes no representations or warranties relating to Hazardous Materials that may be situated on, in, under or adjacent to the Premises or the Real Property. Lessor specifically disclaims any and all representations or warranties in connection with any condition on, in or adjacent to the Premises or the Real Property which might be determined to be Hazardous Materials Contamination. Lessee, for itself and its successors and assigns, releases Lessor, its successors, assigns, officers, directors, shareholders, agents, officials, attorneys and employees from any Environmental Claims (as defined in Section 23.5 below) arising from or related to the existence of Hazardous Materials or Hazardous Materials Contamination, including but not limited to Environmental Claims against Lessor for contribution or cost recovery under MTCA or CERCLA, except to the extent such Environmental Claims arise from or relate to the Lessor's acts or omissions during the Term of the Lease or any Extended Term.

23.3 Lessee's Duties. Except for commercially reasonable quantities of Hazardous Materials customarily used in telecommunications facilities, Lessee shall not, without first obtaining Lessor's prior written approval, generate, handle, store, treat, transport or otherwise use any Hazardous Materials in, on, about, around or emanating from the Premises, or transport any Hazardous Material to or from the Premises. Lessee agrees that such activity shall occur safely and in compliance with all applicable Environmental Laws (as defined in Section 23.4.1 below). Lessee shall exercise the utmost care with respect to its storage and use of Hazardous Materials. Lessee shall exercise the utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Materials, and the foreseeable consequences of those acts or omissions. "Utmost Care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances.

23.4 Environmental Compliance.

23.4.1 Lessee shall, at Lessee's own expense, comply with all federal, state and local laws, ordinances, regulations, permits, decrees or other government requirements now or hereafter affecting the Premises, Lessee's business or any activity or condition on, about, around or emanating from the Premises, including, without limitation, all laws, ordinances, regulations, permits, decrees or other government requirements related to Hazardous Materials and all other environmental laws, ordinances, regulations, decrees

and any other laws relating to the improvements on the Premises, soil, ground water, surface water including storm water discharges, or the air or other elements in, around, and/or emanating from the Premises, as well as such requirements as may be formulated by King County and the state or federal government as part of any permit, settlement, or agreement relating to the Real Property on which the Premises is located (collectively, "Environmental Laws"). Lessee warrants that its business and all activities to be conducted or performed in, on, around or about the Premises shall comply with all Environmental Laws. Lessee shall not cause or permit to occur any violation of Environmental Laws on, under, around or about the Premises, or arising from or relating to Lessee's use or occupancy of the Premises, including, but not limited to, soil and ground water contamination. If the use of Hazardous Materials related to Lessee's use or occupancy of the Premises results in a violation of Environmental Laws, Lessee shall submit to Lessor any plans for remedying the violations or release or threatened release. Lessee agrees to change, reduce or stop any non-complying activity and to install necessary equipment, safety devices, pollution control systems or other installations, or perform any investigation, remediation, mitigation or other actions that may be necessary at any time during the Lease to comply with applicable Environmental Laws, or, if necessary to comply with applicable Environmental Laws, to do all of these things; and Lessee further agrees to fully cooperate with requests from Lessor to comply with applicable Environmental Laws.

23.4.2 Lessee shall immediately notify Lessor if Lessee becomes aware of any of the following events at the Premises, and shall provide Lessor with copies of any written communications to or from any agency with jurisdiction concerning any of the events:

- (a) A release or threatened release of Hazardous Materials;
- (b) Any lien or action arising from Hazardous Materials;
- (c) Any actual or alleged violation of any of Environmental Laws, including any inspection reports or any other notice received from any agency with jurisdiction that Lessee may be in violation of any Environmental Laws;
- (d) Any notification from EPA or the Washington State Department of Ecology that remediation or removal of Hazardous Materials is or may be required at the Premises.

23.4.3 Lessee shall not undertake, or allow others to undertake by Lessee's permission or acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Materials from the Premises. If Lessee's act, omission or breach of obligation under this Lease results in a release of Hazardous Materials into the environment on, about or migrating from the Premises that exceeds regulatory cleanup levels under MTCA or CERCLA for the unrestricted use of the Premises, Lessee shall, at Lessee's sole expense, promptly take all actions necessary to remediate (and to dispose of such in accordance with applicable Environmental Laws) all of such Hazardous Materials as required by supervising regulatory agencies, provided, however, in no event shall Lessee's remediation obligations under this Section 23.4.3 extend to releases or threatened releases

of Hazardous Materials which are not the result of Lessee's acts, omissions, or breaches of obligations under this Lease.

23.4.4 Should any Authority demand that a remedial investigation and/or cleanup plan be prepared and that a remedial investigation and/or cleanup be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials that arises at any time from the Lessee's use or occupancy of the Premises, Lessee shall in all instances obtain Lessor's written approval of any remedial investigation or cleanup plan prior to submittal to such Authority, which approval shall not be unreasonably withheld, conditioned, or delayed. Lessee shall prepare and submit all required plans, post all related bonds or financial assurances, and carry out such cleanup at Lessee's sole cost and expense.

23.4.5 Lessee shall promptly provide all information regarding any activity of Lessee related to Hazardous Materials on or about the Premises and that is requested by Lessor. If Lessee fails to fulfill any duty imposed under this Section 23 within a reasonable time, Lessor may do so; and in such case, Lessee shall cooperate with Lessor in order to prepare all documents that Lessor in its sole discretion may deem necessary or appropriate to determine the applicability of Environmental Laws to the Premises and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon Lessor's request. No such action by Lessor and no attempt made by Lessor to mitigate damages shall constitute a waiver of any of Lessee's obligations under this Section 23.

23.4.6 Lessee shall, at Lessee's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities ("the Authorities") under Environmental Laws with respect to the Premises and shall simultaneously provide Lessor with the same information and submittals. Documents subject to this requirement include, but are not limited to, permit applications, any reports or sampling data submitted to permitting agencies, studies, or audits, and any reporting necessary for the existence, location and storage of Hazardous Materials on the Premises. If Lessee conducts soil, groundwater, or surface water sampling on the Premises not required by the Authorities under Environmental Laws, Lessee shall provide Lessor with thirty (30) calendar days advance written notice in non-emergencies and reasonably practical written notice in emergencies. Absent an emergency, Lessor is entitled to obtain split samples. In an emergency, Lessor is entitled to obtain split samples provided Lessor gives Lessee twenty-four (24) hours advance written notice requesting split samples.

23.5 Indemnification. Lessee shall be fully and completely liable to Lessor for, and shall indemnify and hold Lessor Parties harmless from and against, any and all claims, liabilities, lawsuits, damages, demands, suits, losses, judgments and costs, including but not limited to removal, remedial action or other costs recoverable under CERCLA or MTCA; any and all other requirements, charges, interest, fees, oversight costs or penalties (civil or criminal or both) imposed by any authority; and all other expenses including but not limited to claims for bodily injury or death, property damage, diminution in value or loss of use, including attorney's fees and other costs of defense (collectively, "Environmental Claims") caused by or arising from (1) the use, disposal, transportation, generation, past, present or future release or threatened release, handling, spillage, storage,

treatment, deposit and/or sale of Hazardous Materials by Lessee in, on, around, about or emanating from the Premises or Real Property occurring during the term of this Lease or at any time if caused by Lessee, including exacerbation or disturbance of existing Hazardous Materials that were released in, on or about the Premises or Real Property prior to the Lease; or (2) Lessee's failure to comply with any obligation in Section 23 of this Lease. Without limiting the generality of the foregoing, the Parties acknowledge that Environmental Claims, as defined herein, are not limited to third party Claims, but include Environmental Claims made or incurred by Lessor. Lessee's duties under this Section 23.5 include the duty to pay or reimburse Lessor's reasonable costs to monitor or oversee Lessee's cleanup or other corrective work, including but not limited to third party engineering and other consulting services, sampling and studies, confirmatory testing, compliance monitoring, and administrative costs and expenses incurred in procuring and managing the same. All Environmental Claims involving the release or presence of Hazardous Materials shall be subject to this Section 23, and not the indemnity and liability provisions of Section 12.

23.6 Right to Check on Lessee's Environmental Compliance. In addition to any other rights available to Lessor under this Lease, Lessor expressly reserves the right, and Lessee shall fully cooperate in allowing, from time to time, such examinations, tests, inspections, and reviews of the Premises as Lessor, in its sole and absolute discretion, shall determine to be advisable in order to evaluate any potential environmental problems, including but not limited to Hazardous Materials Contamination. This includes the right to conduct sampling, tests and audits to determine the existence, scope or effects of Hazardous Materials. Lessor's examinations, tests, inspection and reviews of the Premises will be conducted in a manner that will not unreasonably interrupt the Lessee's use of the Premises.

23.7 Remedies. Upon Lessee's default under this Section 23 past any applicable notice and cure period, Lessor shall be entitled to the following rights and remedies without limitation and in addition to any other rights and remedies that may be available to Lessor under this Lease or by statute, common law or equity, in Lessor's sole and absolute discretion:

(a) At Lessor's option, to perform such investigation, response, remedial action, cleanup and/or other action as may be required to bring the Premises and any other areas affected by Lessee's default into compliance with Environmental Laws or with Section 23 of this Lease in such manner and by such means as may be deemed appropriate by Lessor in its sole discretion, and to recover from Lessee all of Lessor's direct and indirect costs, expenses and charges incurred in connection therewith, including but not limited to administrative costs, compliance monitoring and post-cleanup confirmatory testing; and/or

(b) To recover from Lessee any and all damages associated with the default, including but not limited to: investigation, response, remedial action, cleanup and corrective work costs, expenses and charges, including any interest thereon; civil and criminal penalties and fees; adverse impacts on marketing the Premises or the Real Property, or any other property regardless of ownership to the extent Lessor is held liable

for any such damages due to Lessee's use and occupancy of the Premises; incidental and consequential damages suffered by Lessor or other lessees on the Real Property; diminution of value of the Premises and the Real Property; the loss of or restriction of useful space in the Premises and/or other adjacent areas owned by Lessor; any and all damages and claims asserted by third parties; and Lessor's reasonable attorney's fees and costs.

23.8 Remediation on Termination of Lease.

23.8.1 Termination Cleanup. Upon the expiration or earlier termination of this Lease, Lessee shall undertake whatever action may be necessary to bring the Premises into full compliance with Environmental Laws as required under Section 23 of this Lease ("Termination Cleanup"). The process for such Termination Cleanup is subject to Lessor's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Lessor's approval of such a Termination Cleanup process shall not be construed as being a waiver of its rights to recover costs and damages from Lessee pursuant to any of the provisions of this Section 23 or as otherwise allowed by statute, common law, or equity. Lessee's obligations under this Section 23.8.1 shall also apply to the Real Property, but only to the extent the conditions giving rise to any required remediation were caused by Lessee prior to the term of the Lease and not subsequently exacerbated by Lessor, the Tower Vendor or any Tower Users.

23.8.2 Lessor's Option to Perform Termination Cleanup. If Lessee fails or refuses to commence the Termination Cleanup process, or fails to reasonably proceed toward completion of such process, Lessor may elect to perform such Termination Cleanup after providing Lessee with written notice of its intent to commence Termination Cleanup, and after providing Lessee a reasonable opportunity, which shall be not less than ninety (90) days after such notice (unless Lessor is given notice by a government agency with jurisdiction over such matter that Termination Cleanup must commence within a shorter time, in which case Lessor shall give Lessee notice of such shorter time), to commence or resume the Termination Cleanup process. If Lessor performs such Termination Cleanup after said notice and Lessee's failure to perform same, Lessee shall pay all of Lessor's costs and expenses consistent with Sections 23.5 and 23.7; provided that this Section 23.8.2 shall not be construed as a waiver of Lessor's rights to recover costs and damages from Lessee pursuant to any of the provisions of Section 23 or as otherwise allowed by statute, common law, or equity.

23.9 Notwithstanding anything herein to the contrary, in no event shall Lessee be obligated hereunder: (i) to comply with any Hazardous Materials obligations; or (ii) to indemnify and hold harmless Lessor, the Tower Vendor or any Tower Users from and against any Environmental Claims, caused by or arising from the use and occupancy of the Tower Premises, except for any such obligations and Environmental Claims with the scope of items (i) or (ii) above, caused by or arising from the use, disposal, transportation, generation, past, present or future release or threatened release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials by Lessee.

23.10 Survival. Lessee's obligations and liabilities under this Section 23 shall survive the expiration or earlier termination of this Lease, including any extension thereof.

24. MISCELLANEOUS

24.1 Notice. All notices hereunder shall be in writing and shall be delivered personally, by certified or registered mail, or by recognized overnight courier addressed as follows:

To Lessor:

King County Real Estate Services Section
King County Administration Building
ADM-ES-0830
500 - 4th Avenue, Room 830
Seattle, WA 98104-2337

Email address: RES-LeaseAdmin@kingcounty.gov

To Lessee:

Verizon Global Real Estate
Attn: Lease Administration
7701 East Telecom Parkway
Mail Code: FLTDSB1W
Temple Terrace, FL 33637

Email address: vz.gre.leaseadmindocuments@verizon.com

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices shall be deemed delivered (i) when personally delivered; (ii) on the third day after mailing when sent by certified or registered mail and the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing; or (iii) on the first business day after deposit with a recognized overnight courier if deposited in time to permit overnight delivery by such courier as determined by its posted cutoff times for receipt of items for overnight delivery to the recipient. Payments may be made in the manner provided for notice or may be delivered by regular mail (postage prepaid); provided, payments made by regular mail (postage prepaid) shall be deemed delivered when actually received by Lessor.

24.2 Heirs, Agents, and Assigns. Without limiting any provisions of this Lease pertaining to assignment and subletting, the provisions of this Lease bind the heirs, successors, agents and assigns of any of the parties to this Lease.

24.3 Brokers. Lessor and Lessee each warrant to the other that it has had no discussions, negotiations and/or other dealings with any real estate broker or agent other than CBRE, Inc. ("Broker") in connection with the negotiation of this Lease, and that it knows of no other real estate broker or agent who is or may be entitled to any commission

or finder's fee in connection with this Lease. Lessor and Lessee each agree to indemnify and hold the other harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, attorneys' fees and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party's discussions, negotiations and/or dealings with any real estate broker or agent other than Broker. This Section is not intended to benefit any third parties and shall not be deemed to give any rights to brokers or finders. No commission(s) or finders' fee(s) shall be paid to Lessee, employee(s) of Lessee or any unlicensed representative of Lessee. Lessee shall pay its Broker pursuant to separate agreement.

24.4 Relationship to Lessor and Lessee. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Lease nor any acts of Lessee and Lessor shall be deemed to create any relationship other than that of Lessee and Lessor.

24.5 Time. Time is of the essence of each and every one of Lessor's and Lessee's obligations, responsibilities, and covenants under this Lease.

24.6 Recording. Lessee shall not record this Lease or any memorandum thereof without Lessor's prior written consent.

24.7 Subordination, Attornment. Unless otherwise designated by Lessor, this Lease shall be subordinate to all existing or future mortgages and deeds of trust on the Premises or the Real Property, and to all extensions, renewals or replacements thereof. Within ten (10) days of Lessor's request, Lessee shall execute and deliver all instrument or certificates which may be necessary or appropriate to reflect such subordination. Notwithstanding the foregoing, Lessee shall not be required to subordinate to any future mortgages or deeds of trust unless the mortgagee or beneficiary under the deed of trust agrees that if it becomes the owner of the property, it will recognize the Lease as long as Lessee is not in default. Within ten (10) days of Lessor's request, Lessee shall also execute and deliver to third parties designated by Lessor an estoppel certificate or letter in the form requested by Lessor or any lender that correctly recites the facts with respect to the existence, terms and status of this Lease. Lessee agrees to attorn to any successor to Lessor following any foreclosure, sale or transfer in lieu thereof. The foregoing notwithstanding, Lessor shall not be required to subordinate its interest in the fee estate of the Premises to any Deed of Trust, Mortgage or other encumbrance.

24.8 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 or 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.

24.9 Captions. The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of this Lease.

24.10 Governing Law; Venue. This Lease shall be construed under the laws of Washington State. Exclusive jurisdiction and venue for any action relating hereto shall be in the state or federal courts located in King County, Washington.

24.11 Attorneys' Fees/Collection Charges. In the event legal action is brought by either party to enforce any of the terms, conditions, or provisions of this Lease, the prevailing party shall recover against the other party in addition to the costs allowed by law, such sum as the court may adjudge to be a reasonable attorney's fees and costs.

24.12 Survival of Indemnities; Choice of Counsel. Unless expressly provided otherwise in this Lease, all indemnities provided in this Lease shall survive the expiration or any earlier termination of this Lease. In any litigation or proceeding within the scope of any indemnity provided in this Lease, Lessee shall defend Lessor at Lessee's expense by counsel reasonably satisfactory to Lessor.

24.13 Exhibits. The following Exhibits are made a part of this Lease:

- Exhibit A: Legal Description of Real Property
- Exhibit B: Diagram of Real Property
- Exhibit C: Legal Description of Tower Premises
- Exhibit D: Diagram of Tower Premises
- Exhibit E: Form of Access Agreement

24.14 Entire Agreement; Amendments. This Lease, together with 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 agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties. As of the Commencement Date, this Lease supersedes and terminates the Standard Lease and all sub-agreements.

24.15 Severability. If any term or provision of this Lease or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Lease, or the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and will continue in full force.

24.16 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.

24.17 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 is 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.

24.18 Force Majeure. Neither party shall be liable to the other or deemed in default under this Lease if and to the extent that such party's timely performance of this Lease is prevented by reason of Force Majeure. "Force Majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force Majeure includes acts of God, war, riots, strikes, fire, floods, epidemics or other similar occurrences. Notwithstanding anything to the contrary contained in this Lease, Lessee shall not be relieved of its obligations to make timely payments of Base Rent, Additional Rent, or any other sums owing under this Lease throughout the pendency of any Force Majeure, and Lessee's nonpayment of any Base Rent, Additional Rent, or other sums owing throughout the pendency of such Force Majeure shall be subject to the Default provisions of Section 17 of this Lease.

[signatures on following page]

IN WITNESS WHEREOF the parties hereto have signed this Lease as of the day and year first above written.

LESSEE:
MCI Communications Services, Inc., a
Delaware corporation, d/b/a Verizon
Business Services

By: 
Title: SVP
Date: 4/28/2020

LESSOR:
King County, a Political Subdivision of
the State of Washington

By: _____
Title: _____
Date: _____

APPROVED BY CUSTODIAL
AGENCY:

By: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Senior Deputy Prosecuting
Attorney

STATE OF New Jersey)
) ss
COUNTY OF Bergen)

On this day personally appeared before me to me known to be the of the that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 28th day of April, 2020



NOTARY PUBLIC in and for the State of New Jersey residing at Kosher Ridge
My appointment expires 8-17-20

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that _____ signed this instrument, on oath stated that (he/she) was authorized by the King County Executive to execute the instrument, and acknowledged it as the Director, Facilities Management Division of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of Washington residing at _____
My appointment expires _____

EXHIBIT A

– Legal Description of Real Property –

W 450 FT OF N 450 FT OF S 1272.34 FT OF E HALF NW QTR STR 06-22-05

EXHIBIT B

– Diagram of Real Property –

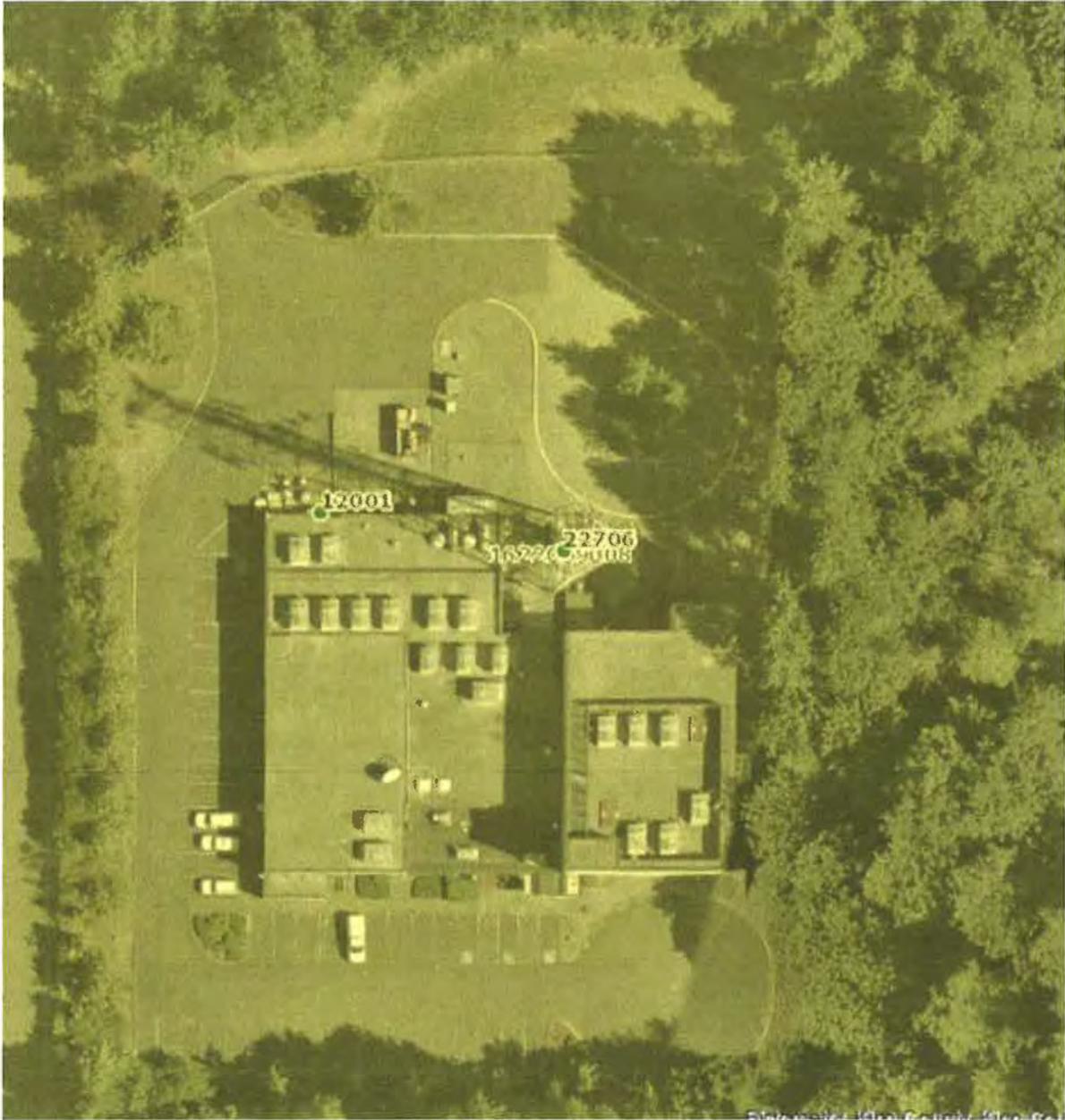


EXHIBIT C

– Legal Description of Tower Premises –

A PORTION OF THE WEST 450.00 FEET OF THE NORTH 450.00 FEET OF THE SOUTH 1272.34 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED SUBDIVISION; THENCE SOUTH 89°14'47" EAST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 173.61 FEET; THENCE SOUTH 01 °03'25" WEST, A DISTANCE OF 186.94 FEET; THENCE SOUTH 67°03'12" EAST, A DISTANCE OF 35.74 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 67°03'12" EAST, A DISTANCE OF 52.97 FEET TO A POINT HEREINAFTER DESCRIBED AS POINT "A"; THENCE SOUTH 02°55'16" WEST, A DISTANCE OF 38.85 FEET; THENCE NORTH 88°56'14" WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 01 °03'46" EAST, A DISTANCE OF 11.15 FEET; THENCE NORTH 88°56'14" WEST, A DISTANCE OF 15.54 FEET; THENCE NORTH 01 °03'46" EAST, A DISTANCE OF 47.43 FEET TO THE POINT OF BEGINNING.

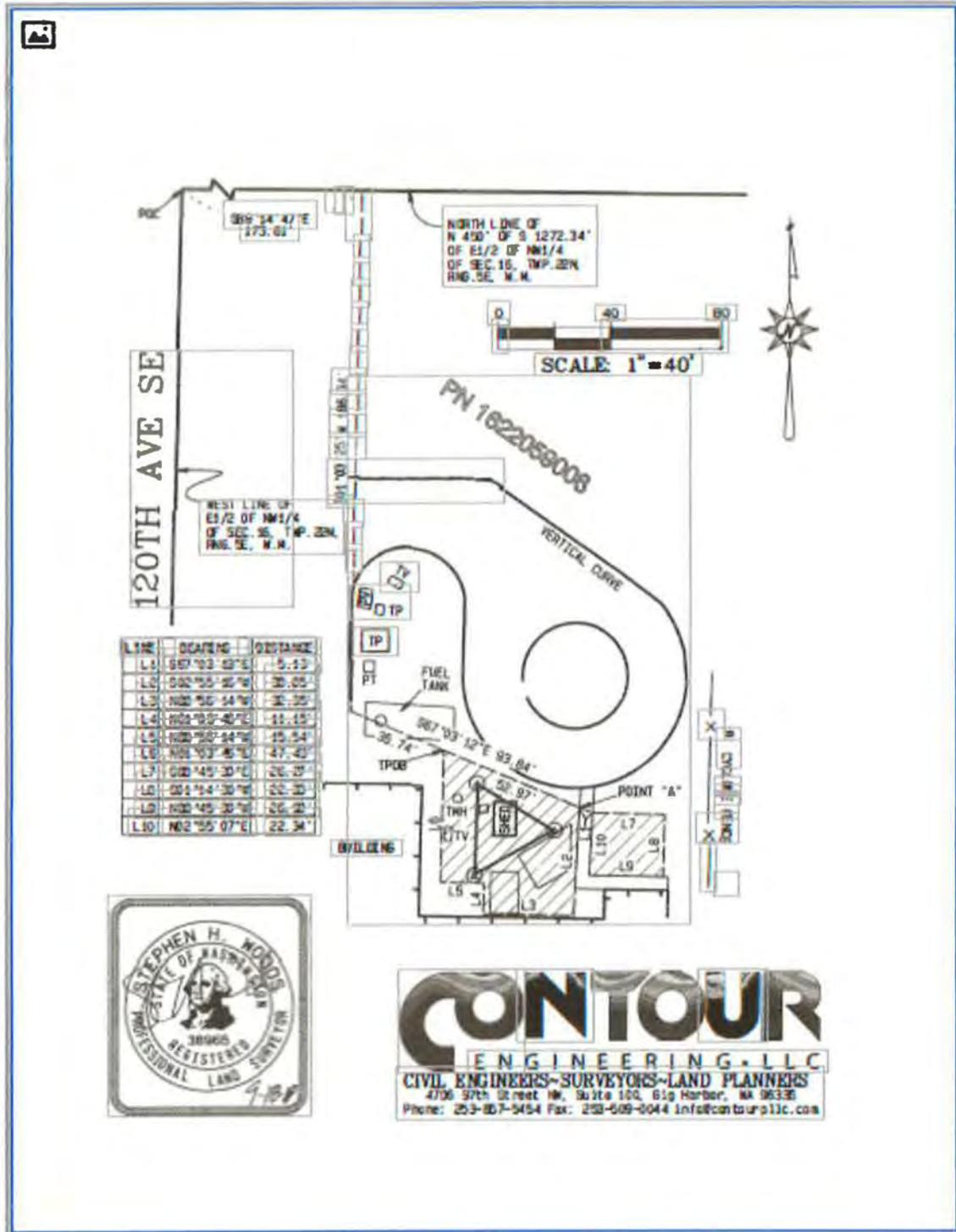
TOGETHER WITH THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE ABOVE DESCRIBED POINT "A"; THENCE SOUTH 67°03'12" EAST, A DISTANCE OF 5.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°45'30" EAST, A DISTANCE OF 26.27 FEET; THENCE SOUTH 01 °14'30" WEST, A DISTANCE OF 22.33 FEET; THENCE NORTH 88°45'30" WEST, A DISTANCE OF 26.93 FEET; THENCE NORTH 02°55'07" EAST, A DISTANCE OF 22.34 FEET TO THE POINT OF BEGINNING CONTAINING 0.064 ACRES, MORE OR LESS.

ALL SITUATE IN SECTION 16, TOWNSHIP 22 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT D

- Diagram of Tower Premises -



CONTOUR
ENGINEERING, LLC
CIVIL ENGINEERS-SURVEYORS-LAND PLANNERS
4706 97th Street NW, Suite 100, Big Harbor, WA 98338
Phone: 253-877-3454 Fax: 253-509-0044 info@contourpllc.com

EXHIBIT E

– Form of Access Agreement –

[see attached]

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the "Access Agreement") is made as of this 30th day of November, 2019 (the "Effective Date") by and between MCI COMMUNICATIONS SERVICES, INC., a Delaware corporation, d/b/a Verizon Business Services ("Licensor"), and SBA SITE MANAGEMENT, LLC, a Florida limited liability company ("Licensee").

RECITALS

A. King County, a Washington municipal corporation and political subdivision of the State of Washington (the "County") is the owner of real property located at 22706 120th Avenue SE, within the City of Kent, King County, Washington, and legally described in **Exhibit A** and depicted on **Exhibit B**, attached hereto (the "Real Property").

B. The County and Licensor, as successor-in-interest to MCI Telecommunications Corporation, a Delaware corporation, are parties to that certain Standard Lease dated October 9, 1984 (as amended, the "Lease"), for the operation of a telecommunications facility on a portion of the Real Property comprised of the Premises. Capitalized terms not expressly defined herein shall have the meaning set forth in the Lease.

C. The County and Licensee are parties to that certain Communications Site Lease dated ~~November 12/6/~~ 2019 (the "Management Agreement"), for the operation of a wireless telecommunications facility on a portion of the Real Property comprised of the Tower Premises. The Tower Premises is legally described in **Exhibit C** and depicted on **Exhibit D**, attached hereto. The tower structure situated on the Tower Premises shall be known as the "Tower." Pursuant to the Management Agreement, Licensee shall manage the Tower operations, including the oversight of the Tower Users and any associated telecommunications equipment and improvements. "Tower Users" shall be understood to mean those third parties operating telecommunications facilities at the Tower Premises pursuant to the Management Agreement and separate agreements between Licensee and such Tower Users.

The foregoing Recitals are hereby incorporated into this Access Agreement. For and in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

1. GRANT

Licensor hereby grants to Licensee and to any permitted Tower Users, subject to all of the terms and conditions of this Access Agreement, a non-exclusive right and license, twenty-four (24) hours per day, three hundred sixty-five (365) days per year, for vehicular and pedestrian access over and across the Tower Premises Access and for parking in the "Parking Area" depicted on **Exhibit B**, provided that such access is in compliance with all reasonable access rules and procedures which Licensor may from time to time enact and provide to Licensee in advance of Licensee being bound thereby. Subject to Section 4 below, Licensee and any Tower Users shall also be permitted to operate any utility connections servicing the Tower Premises and maintained within the Tower Premises Access as of the Effective Date, or later added to the Tower Premises Access during the

term hereof. Licensee shall have no right to access or use any portion of the Premises other than the Tower Premises Access and the Parking Area without the express prior written consent of Licensor, which consent may be withheld in Licensor's sole reasonable discretion. The costs and expenses associated with such access and license shall be borne exclusively by Licensee.

2. TERM

This Access Agreement shall commence as of the later of (i) the commencement date of the Management Agreement, and (ii) the Effective Date of this Access Agreement, and shall be for a term coextensive with the Term of the Lease, including the Renewal Lease (as defined in Section 15 below). Notwithstanding the foregoing, this Access Agreement shall terminate immediately upon the expiration or earlier termination of the Management Agreement.

3. USE OF TOWER PREMISES ACCESS

Licensee shall use the Tower Premises Access only for access to and from the Tower Premises in connection with the operation of a wireless telecommunications facility and for the operation of existing utility connections servicing the Tower Premises, and for no other purpose. Licensee and the Tower Users shall keep the Premises free from any and all construction liens or other liens arising from the operation of the Tower Premises, or from material furnished or obligations incurred by Licensee in connection therewith, and Licensee agrees to discharge any lien which attaches as a result of such work, or otherwise, immediately after the lien attaches or payment for the labor or materials is due. Licensee shall be responsible for and shall indemnify, defend and hold Licensor harmless from and against any and all damages, expenses, including, without limitation, attorney's fees and costs, claims, causes of action, and costs arising out of such construction liens and other liens. Licensee acknowledges and agrees that Licensee will be utilizing the Tower Premises Access and the rights licensed hereunder at its own risk.

4. ALTERATIONS

Licensee and the Tower Users and their respective employees, agents, contractors and invitees shall not at any time undertake any work, make any permanent improvements or store any materials on the Tower Premises Access or the Premises without the express prior written consent of Licensor. Prior to carrying out, or allowing any Tower User to carry out, any construction activities within the Real Property, Licensee shall provide three (3) days prior written notice of such party's intent to carry out such construction work, including the date, time and location in which such work will take place. The parties shall exercise all due care in carrying out the work and in exercising the rights licensed under this Access Agreement. Licensor shall have the right to monitor and inspect such work at Licensor's sole cost and expense.

5. INTERFERENCE

Licensee and the Tower Users shall not take any action that unreasonably interferes with the use of the Building and the Premises for the permitted use under the Lease. In the

event of an interference issue, Licensee shall, following receipt of notice of any such interference, promptly take all reasonably necessary measures, at Licensee's sole cost and expense, to eliminate any interference caused by Licensee's operation of the Tower and the Tower Premises. If Licensee does not promptly thereafter eliminate such interference within a reasonable period of time following receipt of notice, Licensor shall have the right, at Licensor's option, in addition to any other remedy at law or in equity, to (i) eliminate the interference and charge Licensee the cost of eliminating the interference, (ii) obtain injunctive relief enjoining or restraining whatever interference may have occurred or be occurring, without posting a bond or other security and without proving monetary damages, it being expressly recognized by Licensee that any interference will cause irreparable harm to Licensor which cannot be fully compensable by monetary damages; or (iii) terminate this Access Agreement upon notice to Licensee. Notwithstanding the foregoing, Licensor may not itself or through a third party remove or damage any Tower User equipment or facilities at the Tower Premises Access or the Tower Premises in its effort to eliminate the interference in accordance with this Section 5 except as may be permitted or required pursuant to lawful court order.

6. MAINTENANCE

During the term of this Access Agreement, Licensor shall be solely responsible for the ordinary maintenance of the Tower Premises Access. Licensor shall also be responsible for prompt snow removal in all parking and access areas of the Real Property whenever necessary to ensure safe access. Licensee shall reimburse Licensor for any damage to the Premises or Licensor's personal property or improvements suffered by Licensor arising from Licensee's and any Tower User's use of the Tower Premises Access.

7. INDEMNIFICATION

Licensee shall indemnify and save Licensor and its successors and assigns free and harmless from any and all claims, damages, costs and expenses, including, without limitation, attorney's fees, on account of any injury, including death, to any person or persons, including employees and invitees of Licensee, or damage to property belonging to Licensor as well as to property belonging to third persons, including employees, and invitees of Licensee, arising out of or resulting in any manner directly or indirectly from or in conjunction with the use of the Tower Premises Access permitted under this Access Agreement, including, without limitation, a release of Hazardous Materials in violation of Section 14 below, except to the extent such injury, death or damage was caused by the active negligence of Licensor. The indemnity obligation set forth in this Section 7 shall survive the termination or expiration of this Access Agreement.

8. INSURANCE

Licensee shall maintain in full force and effect, at its own cost and expense, at all times during the term of this Access Agreement, the following insurance coverage: (i) Commercial General Liability insurance with a minimum combined single limit of \$2,000,000.00 per occurrence for bodily injury and property damage and \$2,000,000.00 general aggregate including premises-operations, products/completed operations,

contractual liability, independent contractors and personal and advertising injury; (ii) Commercial Automobile Liability insurance with a minimum combined single limit of \$2,000,000.00 each accident for bodily injury and property damage, including coverage for owned, non-owned, leased and hired vehicles; (iii) Workers' Compensation insurance in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with a minimum limit of \$1,000,000.00 each employee-accident/each employee-disease/policy limit; and (iv) Excess/Umbrella Liability insurance with a minimum limit of \$5,000,000.00 per occurrence and aggregate providing coverage in excess of the primary general, automobile and employer's liability insurance. All insurance coverage required by this Access Agreement, excluding Workers' Compensation and Employer's Liability shall name Verizon Communications Inc., its affiliates and subsidiaries, as additional insured by means of an unrestricted endorsement to the above policies with regard to any liability arising out of Licensee's operations, access or completed operations. All policies required by this Access Agreement shall: (a) contain waivers of subrogation in favor of Licensor; (b) be primary and non-contributory with any insurance or program of self-insurance that may be maintained by Licensor; (c) shall be issued by companies that are licensed, authorized or permitted to conduct business in the state in which the work is to be performed; and (d) have an A.M. Best rating of A-; VII or better. On or before the Effective Date, Licensee shall provide Licensor with certificate(s) of insurance that evidence the coverage required by this Access Agreement evidencing Verizon Communications Inc., its affiliates and subsidiaries as the certificate holder and additional insured. In the event any of the above policies is cancelled, Licensee shall immediately submit documentation to Licensor verifying that Licensee has obtained alternative insurance in conformance with this Access Agreement. These covenants in this Section 8 shall survive the expiration of this Access Agreement.

9. LIMITATION OF LIABILITY

Subject to Section 7 above, in no event shall either party be liable for any loss of data, loss of profits, cost of cover or any other special, incidental, consequential, indirect or punitive damages, however caused and regardless of theory of liability. Further, and notwithstanding anything contained in this Access Agreement to the contrary, Licensee acknowledges and agrees that Licensee shall look solely to the estate and interest of Licensor, its successors and assigns, in the Premises, for the collection of any judgment recovered against, or liability of, Licensor by reason of Licensor's breach of this Access Agreement, and no other property or assets of Licensor shall be subject to levy, execution or other enforcement procedures for the satisfaction of Licensee's remedies under or with respect to either this Access Agreement or the relationship of Licensor and Licensee hereunder.

10. ASSIGNMENT

Licensee may not assign this Access Agreement without Licensor's prior written consent, which consent may be granted or withheld in Licensor's sole discretion, provided, however, that Licensor shall not unreasonably withhold its approval in connection with an assignment of Licensee's entire interest in the Management Agreement and this Access Agreement to a reputable tower operator, or its subsidiary, of comparable size and

experience to Licensee's parent, SBA Communications Corporation. Any sublicense or other grant of use of the Tower Premises Access to any Tower User shall be expressly subject to this Access Agreement, as well as the Lease.

11. DEFAULT

Any breach or failure of Licensee to observe or perform any of Licensee's obligations in this Access Agreement that continues for a period of thirty (30) days after Licensee's receipt of written notice from Licensor shall constitute an "Event of Default" by Licensee under this Access Agreement; provided, that if said breach or failure cannot reasonably be cured within such thirty (30) day period, Licensee's breach or failure is not an Event of Default if Licensee commences to cure its breach or failure within the thirty (30) day period and thereafter diligently pursues the cure and effects the cure to completion. Upon the occurrence of any Event of Default, Licensor may terminate this Access Agreement effective on the date Licensor specifies in its termination notice to Licensee, or pursue any other right or remedy available to Licensor under this Access Agreement, at law or in equity.

12. NOTICES

All notices required or permitted by this Access Agreement shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by regular, certified or registered mail or by U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this Section 12, addressed as follows:

Licensor: Verizon Global Real Estate
Attention: Lease Administration
7701 East Telecom Parkway
Mail Code: FLTDSB1W
Temple Terrace, Florida 33637

Licensee: SBA Site Management, LLC
900 South Highway Drive, Suite 201
Fenton, Missouri 63026
Attention: Site Administration

With a copy to:

SBA Site Management, LLC
1480 Route 9 North, Suite 303
Woodbridge, New Jersey 07095

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that

guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the United States Postal Service or courier. If notice is received on a Saturday or a Sunday or a legal holiday, it shall be deemed received on the next business day.

13. APPLICABLE LAWS

Throughout the term of this Access Agreement, Licensee shall, at its own cost and expense, promptly and diligently observe and comply with (i) all applicable laws, rules and regulations governing Licensee's activities at the Tower Premises and the Real Property, and (ii) all permits, licenses, franchises and other authorizations required for Licensee's use of the Tower Premises and the Tower Premises Access, or any part thereof. Licensee shall comply with each of these whether or not they are now in force or at any time in the future may be passed, enacted, or directed.

14. ENVIRONMENTAL

Licensee and the Tower Users shall not use, generate, manufacture, treat, handle, refine, produce, process, store, discharge, release, dispose of, or allow to exist on, under or about the Real Property any flammable explosives, radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, or related materials, including but not limited to any substances defined as, or included in, the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under hazardous material laws (collectively, "Hazardous Materials"). Notwithstanding the foregoing, Licensee and the Tower Users may use and maintain commercially reasonable amounts of Hazardous Materials within the Tower Premises, but not the Tower Premises Access, provided such use is customary within the communications industry and is at all times in compliance with applicable laws. Without limiting any obligations of Licensee under this Access Agreement, Licensee and the Tower Users shall immediately remediate any Hazardous Materials that may be released on or around the Real Property in connection with the use of the Tower Premises Access permitted hereunder.

15. MASTER LEASE

This Access Agreement is and shall be at all times subject and subordinate to the Lease. Licensee represents that it has read, is familiar with, and agrees to all of the provisions of the Lease to the extent that such provisions relate to the Tower Premises Access and this Access Agreement. Licensor and Licensee also acknowledge and agree that the County and Licensor are currently in the process of negotiating and documenting a new long term lease between the County and Licensor for the Licensor's continued possession of the Premises (the "Renewal Lease"), which Renewal Lease shall supersede and replace the Lease. Notwithstanding anything herein to the contrary, upon the commencement of the Renewal Lease, this Access Agreement shall be expressly subject and subordinate to the Renewal Lease as if the Renewal Lease is the Lease hereunder.

16. PATRIOT ACT

In connection with the Access Agreement, Licensor and Licensee agree to comply with the sanctions regulations administered by the U.S. Department of Treasury's Office of Foreign Asset Control including but not limited to the regulations implementing Executive Order 13224; if applicable, the Bank Secrecy Act, as amended by Title III of the USA Patriot Act of 2001, and the anti-money laundering regulations issued by the Financial Crimes Enforcement Network; and any other applicable sanctions or anti-money laundering laws, regulations, or executive orders. Licensor and Licensee each represent and warrant to each other that it is not designated on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury.

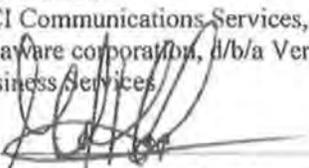
17. MISCELLANEOUS

This Access Agreement sets forth the entire agreement between the parties with respect to the matters set forth herein. This Access Agreement may be amended only by a writing signed by each of the parties to this Access Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Access Agreement. This Access Agreement may be executed in several counterparts each of which shall be an original, but all of such counterparts shall constitute one such Amendment. An executed counterpart of this Access Agreement transmitted by email or other electronic transmission shall be deemed an original counterpart and shall be as effective as an original counterpart of this Access Agreement and shall be legally binding upon the parties hereto to the same extent as delivery of an original counterpart.

[signatures on following page]

IN WITNESS WHEREOF the parties hereto have signed this Access Agreement as of the day and year first above written.

LICENSOR:
MCI Communications Services, Inc., a
Delaware corporation, d/b/a Verizon
Business Services

By: 

Title: Dir. Global Real Estate

Date: 11/14/19

LICENSEE:
SBA SITE MANAGEMENT, LLC, a
Florida limited liability company

By: 

Title: Sean Shinnon
Senior Director, Site Management

Date: 11/11/2019

STATE OF New Jersey)
) SS
COUNTY OF Middlesex)

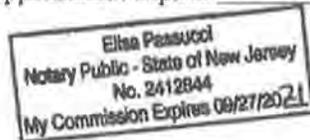
On this day personally appeared before me to me known to be the of the that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to execute the said instrument.

20 19 GIVEN under my hand and official seal this 11th day of November.

[Signature]
NOTARY PUBLIC in and for the State of
New Jersey residing at _____

My appointment expires 9/27/21

STATE OF New Jersey)
) SS
COUNTY OF Somerset)



On this day personally appeared before me to me known to be the of the that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to execute the said instrument.

20 19 GIVEN under my hand and official seal this 14 day of November.

NOTARY PUBLIC in and for the State of
New Jersey residing at Cushaw Ridge

My appointment expires 8/17/20



EXHIBIT A

- Legal Description of Real Property -

W 450 FT OF N 450 FT OF S 1272.34 FT OF E HALF NW QTR STR 06-22-05

EXHIBIT B

- Diagram of Real Property -



EXHIBIT C

– Legal Description of Tower Premises –

A PORTION OF THE WEST 450.00 FEET OF THE NORTH 450.00 FEET OF THE SOUTH 1272.34 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED SUBDIVISION; THENCE SOUTH 89°14'47" EAST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 173.61 FEET; THENCE SOUTH 01°03'25" WEST, A DISTANCE OF 186.94 FEET; THENCE SOUTH 67°03'12" EAST, A DISTANCE OF 35.74 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 67°03'12" EAST, A DISTANCE OF 52.97 FEET TO A POINT HEREINAFTER DESCRIBED AS POINT "A"; THENCE SOUTH 02°55'16" WEST, A DISTANCE OF 38.85 FEET; THENCE NORTH 88°56'14" WEST, A DISTANCE OF 32.35 FEET; THENCE NORTH 01°03'46" EAST, A DISTANCE OF 11.15 FEET; THENCE NORTH 88°56'14" WEST, A DISTANCE OF 15.54 FEET; THENCE NORTH 01°03'46" EAST, A DISTANCE OF 47.43 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE ABOVE DESCRIBED POINT "A"; THENCE SOUTH 67°03'12" EAST, A DISTANCE OF 5.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°45'30" EAST, A DISTANCE OF 26.27 FEET; THENCE SOUTH 01°14'30" WEST, A DISTANCE OF 22.33 FEET; THENCE NORTH 88°45'30" WEST, A DISTANCE OF 26.93 FEET; THENCE NORTH 02°55'07" EAST, A DISTANCE OF 22.34 FEET TO THE POINT OF BEGINNING CONTAINING 0.064 ACRES, MORE OR LESS.

ALL SITUATE IN SECTION 16, TOWNSHIP 22 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT D

- Diagram of Tower Premises -

