

ATTACHMENT A:

**SECOND AMENDMENT TO TELECOMMUNICATIONS SITE
RENTAL AGREEMENT**

**SECOND AMENDMENT TO TELECOMMUNICATIONS SITE RENTAL
AGREEMENT**

This Second Amendment (the "Second Amendment") to that certain Telecommunications Site Rental Agreement dated September 21, 1999 by and between KPLU-FM Pacific Lutheran University and King County (the "Agreement"), as amended by that certain First Amendment to Telecommunications Site Rental Agreement dated January 12, 2010 (the "First Amendment") (collectively, the "Agreement") is made and entered into as of the latter signature date hereof, by and between GTP Towers I, LLC, a Delaware limited liability company, as successor-in-interest to the Agreement (the "Landlord") and King County, a municipal corporation and political subdivision of the State of Washington (the "User") (collectively, the "Parties").

RECITALS

WHEREAS, Landlord owns a certain communications tower and leases a certain parcel of land located at 8869 View Park Road, Port Orchard, WA 98447 more commonly known to Landlord as the View Park, WA tower site (the "Property"); and

WHEREAS, the Parties entered into the Agreement for the use of a certain portion of the Property; and

WHEREAS the Agreement expired by its own terms on September 30, 2014; and

WHEREAS, the Parties agree to extend the term of the Agreement, among other things, all on the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) The Parties agree to extend the term of the Agreement commencing on October 1, 2014 (the "Extension Term Commencement Date") for a period of five (5) years through September 30, 2019 (the "Extension Term").
- 2) The Parties agree and acknowledge that effective upon the Extension Term Commencement Date, User shall pay to Landlord an initial base rent of Four Thousand Seven Hundred Fifty-Eight and 09/100 Dollars (\$4,758.09) per month, and adjusted pursuant to the annual compound adjustment, as defined in §3 of the Agreement, on each anniversary of the Extension Term Commencement Date. The fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
- 3) The Parties agree and acknowledge that Section 4.2 on page 2 of the Agreement is hereby deleted in its entirety. Notwithstanding anything contrary in the Agreement, the Parties agree that effective as of the Extension Term

Commencement Date, User shall pay to Landlord at the initial rate of Four Hundred Fifty and 00/100 Dollars (\$450.00) per month (the "Utility Fee") representing the cost of electricity provided by Landlord for operation of User's equipment. The Utility Fee shall be payable in advance on the first day of each calendar month during the Term beginning upon the Extension Term Commencement Date. If Landlord determines, in its sole discretion, that User's utility usage increased over User's utility usage as of the Extension Term Commencement Date, or as of the date of the last Utility Fee increase resulting from increased utility usage, Landlord may, but is not required, to modify the Utility Fee by an amount equal to Landlord's actual increased costs incurred due to User's increased utility usage. If such a modification in the Utility Fee is imposed, Landlord shall notify User in writing of such increase in the Utility Fee. Any such change in the Utility Fee resulting from an increase in User's utility usage will take effect with the next payment of the Utility Fee coming due after User's receipt of such notice. User shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of User's equipment set forth herein. In the event that (i) User elects to change its utility service to be separately metered from Landlord's utilities, or (ii) User powers down its use of its equipment (each a "Utility Change Event"), User shall provide a 30 day prior written notice to Landlord with supporting information relating to its electric use status for such Utility Change Event. Notwithstanding the above, User shall pay to Landlord the cost of all utility services drawn from Landlord's meter until User terminates all of its electric use at the Property, except that utility costs will be abated for the period of User's powering down period provided User's submits prior written notice to Landlord, as provided above. User acknowledges that it shall remain responsible for any utility charges provided herein prior to Landlord's receipt of a notice a Utility Change Event including those incurred following the expiration of this Agreement but prior to the removal of User's equipment.

- 4) The Parties agree and acknowledge that beginning on the Extension Term Commencement Date the annual compound adjustment as defined in §3 of the Agreement shall be modified to Three and One-Half Percent (3.5%).
- 5) The Parties agree and acknowledge that the Agreement may be further extended and renewed for two (2) additional periods of five (5) years each ("Renewal Terms") following the Extension Term. The Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew the Agreement at least 180 days prior to the end of the then existing Term.
- 6) The Parties agree and acknowledge that all future payments of the Rental Rate shall be made to the Landlord at the following remittance address:

GTP Towers I, LLC
c/o Citibank N.A.

Dept 3328

Carol Stream, IL 60132-3328

- 7) Landlord shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. 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 User.
- 8) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 9) All other terms and provisions of the Agreement remain in full force and effect.

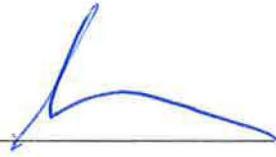
[SIGNATURES APPEAR ON THE NEXT PAGE]

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IN WITNESS WHEREOF, the Parties hereto have set their hands to this Second Amendment to that certain Telecommunications Site Rental Agreement as of the day and year written below:

LANDLORD:

GTP Towers I, LLC,
a Delaware limited liability company

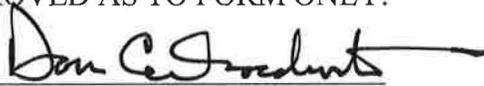
By: 
Name: Margaret Robinson
Title: Senior Counsel
Date: 8/18/15

USER:

King County, a municipal corporation and
political subdivision of the State of
Washington

By: _____
Gail Houser, Manager
Real Estate Services Section
Date: _____

APPROVED AS TO FORM ONLY:

By: 
Don Woodworth,
Senior Deputy Prosecuting Attorney
King County, Washington
Date: 9/3/15

Customer Name: KING COUNTY		ATC Asset Name: View Park		ATC Asset #: 375151		
Customer Site Name: N/A				Customer Site #: N/A		
GROUND SPACE REQUIREMENTS						
Total Lease Area	Sq. Ft: 143.10'	Primary Contiguous Lease Area		L:10.60'	W:13.50'	H: Sq. Ft: 143.10
	ATC Building			10.60'	13.50'	N/A 143.10
	Outside Primary Lease Area			N/A	N/A	N/A Sq. Ft: N/A
BACKUP POWER REQUIREMENTS						
Generator:	N/A	Capacity(KW):	N/A	Fuel Tank Size(gal):	N/A	Fuel Type: N/A Fuel Tank Setback(radius): N/A
UTILITY REQUIREMENTS						
Power Provided By: American Tower Provided (Carrier to reimburse ATC)				Avg. Monthly Power Consumption: 25.0 Kwh		
Telco/Interconnect: N/A						
TRANSMITTER & RECEIVER SPECIFICATIONS						
Type:	N/A	Quantity:	N/A	TX Power(watts):	N/A	ERP(watts): N/A
ANTENNA EQUIPMENT SPECIFICATIONS						
Type	OMNI	TTA	OMNI	DISH-HP	DISH-STANDARD	N/A
Manufacturer	Antel	TX RX Systems	Antel	Andrew Microwaves	Andrew	N/A
Model #	BCR-80010-90	421-86A-01261	BCR-80010-90	HP6-107	PAR6-65	N/A
Dimensions HxWxD	135.6" x 4.3" x 6.9"	24" x 6" x 6"	135.6" x 4.3" x 6.9"	6.00' x 6.00' x 0.0'	6.36' x 6.36' x 1.10'	N/A
Weight(lbs.)	38.0	30.0	38.0	281.0	134.0	N/A
Location	Tower	Tower	Tower	Tower	Tower	N/A
RAD Center AGL	270.0'	240.0'	240.0'	180.0'	160.0'	N/A
Antenna Tip Height	275.6'	241.0'	245.6'	183.0'	163.2'	N/A
Antenna Base Height	264.4'	239.0'	234.4'	177.0'	156.8'	N/A
Mount Type	N/A	N/A	N/A	N/A	N/A	N/A
Quantity	2	2	3	1	1	N/A
Azimuths/Dir. of Radiation	90	90	90	160	125.2	N/A
Quant. Per Azimuth/Sector	2	2	3	1	1	N/A
TX/RX Frequency Units	MHz	N/A	MHz	GHz	GHz	N/A
TX Frequency	851-869	N/A	851-869	10700-11700	6400-6925	N/A
RX Frequency	806-824	N/A	806-824	10700-11700	6400-6925	N/A
Using Unlicensed Frequencies?	No	No	No	No	No	N/A
Antenna Gain	13.5	13	13.5	37.9	36.6/ 36.7/ 36.9	N/A
Total # of Lines	2	2	3	1	1	N/A
Line Quant. Per Azimuth/Sector	2	See Config. Summary	3	1	1	N/A
Line Type	Coax	Multiple	Coax	Elliptical	Elliptical	N/A
Line Diameter Size	7/8" Coax	See Config. Summary	1 5/8" Coax	EP105	EW63	N/A
Line Configuration	N/A	1 - Coax; 1/4" Coax; 1 1 - Coax; 3/8" Coax; 1	N/A	N/A	N/A	N/A