

Cell Site No.: SD17
Cell Site Name: West Mercer
Fixed Asset No.: 10092302-62013
Market: PNW
Address: 6106 and 6112 SE 28th Street, Mercer Island WA 98040

SIXTH AMENDMENT TO SITE LEASE AGREEMENT

THIS SIXTH AMENDMENT TO SITE LEASE AGREEMENT (“**Sixth Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between Island Terrace Apartments, LLC, a Washington limited liability company, having a mailing address of PO Box 1371, Mercer Island, WA 98040 (hereinafter referred to as “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as “**Tenant**”).

WHEREAS, Landlord (or its predecessor in interest) and Tenant (or its predecessor in interest) entered into a Site Lease Agreement dated December 23, 1990, as amended on the five year anniversary of Lease commencement, as further amended by Rental Adjustment to Site Lease Agreement dated May 19, 2001, and as further amended by Rental Adjustment to Site Lease Agreement dated September 30, 2006, and as further amended by Rental Adjustment to Site Lease Agreement dated June 9, 2011, and as further amended by Rental Adjustment to Site Lease Agreement dated May 17, 2016, (hereinafter, collectively, the “**Lease**”), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 6106 and 6112 SE 28th Street, , Mercer Island WA 98040, the same being legally described on Exhibit ‘A’ hereto; and

WHEREAS, Tenant has exercised each of its five options to extend the term of the Lease and the final extension expired April 30, 2021; and

WHEREAS, Landlord has periodically granted consent to Tenant to modify the improvements located in the Premises, as set forth in each such consent; and

WHEREAS, Landlord and Tenant desire to extend the term of the Lease; and

WHEREAS, Landlord and Tenant desire to adjust the Rent due under the Lease for the extended term; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the the Lease to extend the Lease for an additional term and make further amendments, as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The term of the Lease shall be amended to provide that commencing on May 1, 2021, the Lease will renew for one ten (10) year term, upon the same terms and conditions of the Lease, as amended herein (“**Extension Term**”). Tenant shall have the right to

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extend the Lease for up to four (4) consecutive, additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Renewal Term**" and each such Additional Renewal Term shall be considered a Renewal Term under the Lease), without further action by Tenant unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Lease at least ninety (90) days prior to the expiration of the Extension Term or the then current Additional Renewal Term. The Extension Term and the Additional Renewal Terms are collectively referred to as the Term ("**Term**").

2. **Rent.** Commencing on May 1, 2021, the current Rent payable under the Lease shall be Four Thousand and No/100 Dollars (\$4,000.00) per month, and shall continue during the Term, subject to both annual and renewal/extension adjustments as provided in Section 4 of the Lease.

3. **Notices.** Section 13 of the Lease is hereby deleted in its entirety and replaced with the following:

"NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: SD17
Cell Site Name: West Mercer (WA); Fixed Asset No.: 10092302
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department – Network Operations
Re: Cell Site #: SD17
Cell Site Name: West Mercer (WA); Fixed Asset No: 10092302
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

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And as to Landlord:

Island Terrace Apartments, LLC
c/o Christopher T. Benis, LLC Manager
PO Box 1371
Mercer Island, WA 98040

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.”

4. **Maintenance Response.** For roof and gutter cleaning, Tenant agrees to power down the antennas at the Premises in the event Landlord desires to clean the roof and/or gutter on the building where the antennas are located. Landlord agrees to call Tenant’s Network Operations Center (800-638-2822) at least three (3) business days in advance of the desired cleaning date in order to coordinate the roof cleaning services and the power down of the antennas. For any concerns regarding any other Tenant operational or maintenance matters (including but not limited to HVAC maintenance, roof repairs, roof access coordination, equipment maintenance, safety questions, or equipment maintenance or modification projects), Landlord agrees to call Tenant’s Network Operations Center to communicate Landlord’s request. Tenant will respond promptly to Landlord’s request, which Tenant agrees will be within 24-hours after notification when the nature of Landlord’s request is time-sensitive (for example, noise or roof leak matters). For requests that are not time-sensitive, Tenant agrees to respond within five (5) business days.

5. **Modification of Termination.** Section 7 of the Lease is modified to delete in full subclause (c), the same providing “by Tenant if the Premises are or become unacceptable under the Tenant’s design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong.”

Section 7 is further modified to add the following:

Notwithstanding any other term of this Lease, Landlord may terminate this Lease at any time during the Term hereof by giving Tenant two years’ notice of termination. Landlord may only give notice pursuant to this provision where Landlord intends to substantially redevelop the Property and in fact commences such redevelopment within a reasonable time following notice of exercise of this right and the vacation of the Premises by all tenants. If Landlord delivers a notice of termination, the parties agree to discuss whether it is feasible for Tenant to: (i) install temporary Antenna Facilities at a mutually agreeable location on the Property while Landlord is performing the redevelopment project, and (ii) install new Antenna Facilities on the redeveloped Property in a mutually agreeable location after the redevelopment project has been completed. The Lease terms and conditions (including Rent) for the temporary and new Antenna Facilities will be subject to the parties’ mutual agreement at that time.

6. **Insurance Minimums.** Section 9(a) of the Lease is amended to increase the minimum insurance limits to \$3,000,000 for the initial 15 years of the Lease, and \$5,000,000 for the second 15 years, if extended.

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7. **Modification of Assignment.** Section 15 of the Lease is amended to add the following language at the conclusion of the present paragraph:

Notwithstanding the rights granted to Tenant under this Section 15, nothing herein is intended to permit Tenant to sublease or assign less than the entirety of the Premises or to license its use to another carrier (commonly referred to as “Co-Location”).

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Sixth Amendment, the terms of this Sixth Amendment shall control. Except as expressly set forth in this Sixth Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Sixth Amendment.

9. **Subordination and Attornment.** The following is added to the Lease as Section 18(k):

MORTGAGE SUBORDINATION AND ATTORNMENT. This Lease shall automatically be subordinate to any mortgage or deed of trust created by Landlord which is now existing or hereafter placed upon the Premises including any advances, interest, modifications, renewals, replacements or extensions (“Landlord’s Mortgage”). Tenant shall attorn to the holder of any Landlord’s Mortgage or any person(s) acquiring the Premises at any sale or other proceeding under any Landlord’s Mortgage provided such person(s) assume the obligations of Landlord under this Lease. Tenant shall promptly and in no event later than fifteen (15) days after request execute, acknowledge and deliver documents which the holder of any Landlord’s Mortgage may reasonably require as further evidence of this subordination and attornment. Notwithstanding the foregoing, Tenant’s obligations under this Section to subordinate in the future are conditioned on the holder of each Landlord’s Mortgage and each person acquiring the Premises at any sale or other proceeding under any such Landlord’s Mortgage not disturbing Tenant’s occupancy and other rights under this Lease, so long as no uncured event of default exists.

10. **Saving Clause.** It is the intent of the Parties that notwithstanding the execution date of this Sixth Amendment, it shall be retroactive to May 1, 2021, notwithstanding any passage of time between expiration of the initial term on April 30, 2021 and full execution of this Sixth Amendment.

11. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

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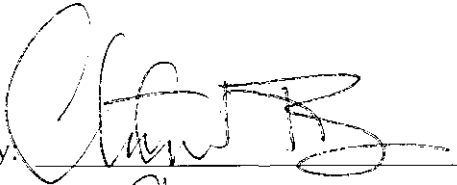
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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Sixth Amendment on the dates set forth below.

LANDLORD:
Island Terrace Apartments, LLC,
a Washington limited liability company

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Christopher T. Beier
Title: LLC Manager
Date: 5/11/2021

By: 
Print Name: WAYNE WOOTEN
Title: DIRECTOR
Date: 5-21-21

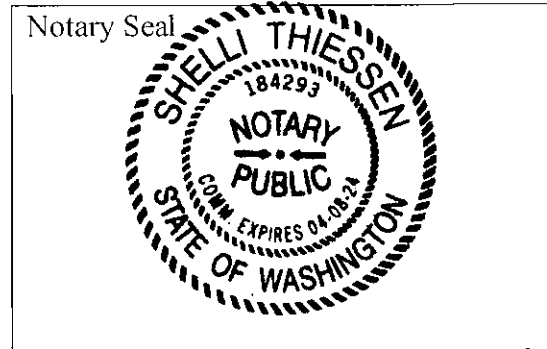
[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

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LANDLORD ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

The foregoing instrument was acknowledged before me this 11th day of MAY 2021,
by CHRISTOPHER T. BEAUS, the MANAGER
of Island Terrace Apartments, LLC, a Washington limited liability company.



[Handwritten Signature]
(Signature of Notary)

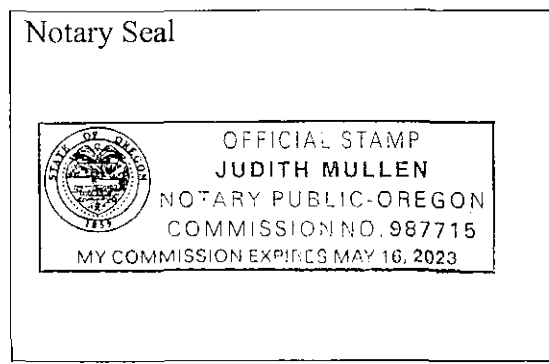
My Commission Expires: 4/8/24

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TENANT ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 21st day of May 2021,
by Wayne Weston, the Director
of AT&T Mobility Corporation, the Manager of New **Cingular Wireless PCS, LLC, a
Delaware limited liability company.**



Judith Mullen
(Signature of Notary)
My Commission Expires: 5/16/2023

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EXHIBIT 'A'

The Property is described as follows: --

Lot A

Lots 1, 2, 3, and the west 10 feet of Lot 36, all in Block 19, East Seattle, according to plat recorded in Vol. 3 of Plats, page 22, records of King County, Washington.

Lot B

Lot 35 EXCEPT the east 11 feet thereof, and Lot 36 EXCEPT the west 10 feet thereof, all in Block 19, East Seattle, according to plat recorded in Vol. 3 of Plats, page 22, records of King County, Washington.