

ROOFTOP and BUILDING SPACE LEASE AGREEMENT

THIS ROOFTOP and BUILDING SPACE LEASE AGREEMENT (This "Lease") is entered into this 19th day of February, 1998, between EVERGREEN PROFESSIONAL ESTATES, LLC, ("Landlord") and AT&T WIRELESS SERVICES of WASHINGTON, INC., an Oregon Corporation ("Tenant").

1. **Premises.** Subject to the following terms and conditions, Landlord leases to Tenant exclusive use of a portion of the real property (the "Property") described in the attached Exhibit A. Tenant's use of the Property shall be limited to that portion of the Property together with easements for access and utilities, described and depicted in attached Exhibits B-1 and B-2 (referred to hereinafter as the "Premises").

The Premises, located at 9655 S.E. 36th Street, Mercer Island, King County, Washington, comprises space on the HVAC screen and certain space in the interior of the building for equipment comprising 128 square feet.

2. **Term.** The initial term of this Lease shall be five years, commencing upon May 1, 1998, (the "Commencement Date"), and terminating at Midnight on April 30, 2003.

3. **Permitted Use.** The premises may be used exclusively by Tenant only for permitted uses, which are the transmission and reception of radio communication signals and for the construction, maintenance, repair or replacement of related facilities, as shown on Exhibits B-1 and B-2. Tenant shall obtain, at Tenant's expense, all licenses and permits required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") and may (prior to or after the Commencement Date) obtain a title report necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals. Landlord agrees that Tenant shall have the right to immediately terminate this Lease if Tenant notifies Landlord of unacceptable results of any title report.

5. **Renewal.** Tenant shall have the right to extend this Lease for five (5) additional, five-year

terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein except that Rent shall be increased after each year as described in Paragraph 4.(b) above.

This Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least 120 days prior to the expiration of the term or any Renewal Term.

If tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease and rent shall be 150% of the previous years rent.

6. **Interference.** Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, Landlord's tenants or others licensed or authorized to use the Premises by Landlord. Landlord shall not knowingly interfere with Tenant's reasonable use of the demised Premises. Interference shall mean placing obstructions in front of the antennas to be located upon the HVAC screen so as to disrupt the transmission and receipt of electronic signals to and from said antennas. Notwithstanding the foregoing, the Landlord shall have the right, from time to time, to relocate said antennas to other locations on the roof provided that said relocation does not unreasonably interfere with the functioning of said antennas. Landlord shall exercise its best efforts to cause such relocation to occur with as little disruption to service as is reasonably possible. Tenant acknowledges that other antennas may be placed upon the roof, that other towers may be placed upon the property and that interference with the operation of Tenant's business will not occur by the use of electronic or other similar devices upon the property owned by the Landlord. In the event that Landlord should cause any discernible, measurable signal degradation or other interference with Tenant's business, Tenant's sole remedy shall be to terminate this Lease and to remove Tenant's equipment from the Premises, whereupon all pre-paid rent shall be returned to Tenant within ten (10) days.

7. **Improvements; Utilities; Access.**

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities as shown on Exhibits B-1 and B-2. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease, provided no additional or larger antennas are installed. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall be required to remove the Antenna Facilities and equipment upon termination of this Lease, unless otherwise agreed to by Landlord.

(1) Landlord shall construct and Tenant shall reimburse Landlord for the actual costs of building approximately 48 linear feet of full height interior demising wall (and such wall shall be finished, taped and ready for paint on the vacant side) and installing a building standard hollow metal door frame and door with locking hardware. Tenant shall be responsible for costs related to installing: (a) ceiling; (b) lighting; (c) electrical distribution; (d) floor covering; (e) heating, cooling and exhaust; and (f) all drawings, engineering and permit costs associated with the Premises.

(2) Tenant shall be required to use a Landlord designated contractor for any roof penetrations.

(3) As part of Landlord's review, Tenant shall pay for any reasonable engineering or architectural costs.

(4) Tenant shall adopt a schedule for its work which shall not disrupt the Landlord's work.

(5) Tenant shall provide a copy of all final "as-built" drawings for the Premises upon completion.

(b) Tenant shall, at Tenant's expense, keep and maintain the Premises and all buildings and improvements now or hereafter located thereon in commercially reasonable condition and repair during the term of this Lease. Upon termination of this Lease, the Premises shall be returned to Landlord in the same condition as the Premises were upon Lease commencement, except ordinary wear and tear.

(c) Tenant shall pay for all costs associated with installing a new separate electric meter for the Premises. The meter shall be located in the main electrical room on floor one and all duct run, equipment, conduit, panels, etc. shall be part of the Tenant's sole responsibility. Tenant shall pay 100% of the monthly costs associated with the new meter.

(d) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access (including access as described in paragraph 1) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

(e) Tenant shall have 24-hour-a-day, 7-day-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

8. **Termination.** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon 10 days written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that 10 day period;

(b) upon 30 days written notice by either party if the other party defaults and fails to cure such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;

(c) upon ninety (90) days written notice by Tenant, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business. In the event Tenant elects to cancel this Lease pursuant to this paragraph, Tenant shall pay to the Landlord an amount equal to the full year's rent for the ensuing full year. Said funds shall be considered liquidated damages and not a penalty;

(d) upon ninety (90) days written notice by Tenant if the Premises are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong. In the event Tenant elects to cancel this Lease pursuant to this paragraph, Tenant shall pay to the Landlord an amount equal to the full year's rent for the ensuing full year. Said funds shall be considered liquidated damages and not a penalty;

(e) immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the

Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction. In the event that the antennas on the roof are destroyed or damaged, Tenant shall repair or replace said antennas at Tenant's sole expense and this Lease shall continue in full force and effect and Rent shall not abate. In the event the entire building is destroyed by fire or other casualty and in the event that Landlord elects not to rebuild, then this lease shall terminate. In the event Landlord elects to rebuild, then either Landlord or Tenant may elect to terminate this Lease or, upon mutual agreement between the parties this Lease may continue in full force and effect;

(f) at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

9. **Taxes.** Tenant shall pay all personal property taxes attributed to Tenant's personal property located within the demised premises. Landlord shall pay, when due, all real property taxes and other fees and assessments attributable to the Premises.

10. **Insurance and Subrogation.**

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000 and name Landlord and its property manager as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waiver all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. **Hold Harmless.** Tenant agrees to hold Landlord harmless from any and all claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the gross negligence or intentional acts of Landlord, its employees, agents or independent contractors.

12. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Landlord, to:	Evergreen Professional Estates, LLC Attn: Philip L. Carter, Manager P. O. Box 908 Kirkland, WA 98083 Fax: 425-828-0908
If to Tenant, to:	AT&T Wireless Services Attention: Real Estate Manager 1600 S.W. 4th Avenue Portland, Oregon 97201
with a copy to:	McCaw Cellular Communications, Inc. Attention: Legal Department

13. **Quiet Enjoyment, Title and Authority.** Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good title to the Premises.

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. **Environmental Laws.** Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit C). Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that, to the best of Landlord's knowledge, the Property is free of Hazardous Substance (as defined in attached Exhibit C) as of the date of this Lease.

Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused by Tenant, that have occurred or which may occur on the Property.

Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Tenant's activities on the Property.

Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

The indemnification's in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

15. **Assignment and Subleasing.** Provided Landlord's rights and interests are not adversely affected, Tenant may assign this Lease to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder, only if assignee is of equal or greater financial strength. Tenant may sublet this Lease, upon notice to Landlord, only if such sublease is subject to the provisions of this Lease. All other assignments of this Lease must be approved by Landlord, which approval will not be unreasonably withheld.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such mortgagees or holders of security interests including their successors or assigns (hereinafter

collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice.

Landlord shall have the right to transfer and assign, in whole or in part, its right and obligations under this Lease and in any and all of the land or building. If Landlord sells or transfers any or all of the building, including the Premises, Landlord and Landlord's agents shall, upon consummation of such sale or transfer, be released automatically from any liability relating to obligations or covenants under this Lease to be performed or observed after the date of such transfer, and in such event, Tenant agrees to look solely to Landlord's successor-in-interest with respect to such liability; provided that, as to the security deposit or prepaid Rent, Landlord shall not be released from liability therefor unless Landlord has delivered (by direct transfer or credit against the purchase price) the security deposit or prepaid Rent to its successor-in-interest.

16. **Subordination.** Tenant subordinates this Lease and all rights of Tenant under this Lease to any mortgage, deed of trust, ground lease or vendor's lien, or similar instrument which may from time to time be placed upon the Premises (and all renewals, modifications, replacements and extensions of such encumbrances), and each such mortgage, deed of trust, ground lease or lien or other instrument shall be superior to and prior to this Lease; provided that Landlord provides Tenant with a commercially reasonable non-disturbance agreement on the standard form of the applicable lender or ground lease. Notwithstanding the foregoing, the holder or beneficiary of such mortgage, deed of trust, ground lease, vendor's lien or similar instrument shall have the right to subordinate or cause to be subordinated any such mortgage, deed of trust, ground lease, vendor's lien or similar instrument to this Lease. Tenant further covenants and agrees that if the lender or ground lessor acquires the Premises as a purchaser at any foreclosure sale or otherwise, Tenant shall recognize and attorn to such party as landlord under this Lease, and shall make all payments required hereunder to such new landlord without deduction or set-off and, upon the request of such purchaser or other successor, execute, deliver and acknowledge documents confirming such attornment. Tenant waives the provisions of any law or regulation, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event that any such foreclosure or termination or other proceeding is prosecuted or completed.

17. **Successors and Assigns.** This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

18. **Estoppel Certificates.** Tenant shall, from time to time, upon the written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement stating: (a) the date this Lease was executed and the date it expires; (b) the date Tenant entered into occupancy of the Premises; (c) the amount of annual base Rent and additional rent and the date to which such base Rent and additional rent have been paid; (d) certifying that (1) this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way (or specifying the date of the agreement so affecting this Lease); (2) Landlord is not in breach of this Lease (or, if so, a description of each such breach) and that no event, omission or condition has occurred which would result, with the giving of notice or the passage of time, in a breach of this Lease by landlord; (3) this Lease represents the entire agreement between the parties with respect to the Premises; (4) all required contributions by Landlord to Tenant on account of Tenant improvements have been received; (5) on the date of execution, there exist no defenses or offsets which the Tenant has against the enforcement of this Lease by the Landlord; (6) no base Rent, additional rent or other sums payable under this Lease have been paid in advance except for base Rent and additional rent for the then current month; (7) no security deposit has been deposited with Landlord (or, if so, the

amount of such security). It is intended that any such statement delivered pursuant to this paragraph may be relied upon by a prospective purchaser or mortgagee of Landlord's interest or an assignee of any such mortgagee; and (8) such other information as may be reasonably requested by Landlord. If Tenant fails to respond within ten (10) business days of its receipt of a written request by Landlord as provided in this paragraph, Tenant shall be deemed to have admitted the accuracy of any information supplied by Landlord to a prospective purchaser, mortgagee or assignee.

19. **Remedies.** If any event of default occurs, Landlord may at any time after such occurrence, with or without notice or demand except as stated in this paragraph, and without limiting Landlord in the exercise of any right or remedy at law which Landlord may have by reason of such event of default, exercise the rights and remedies either singularly or in combination, as are specified or described in the subparagraphs of this paragraph.

(a) Landlord may terminate this Lease and all rights of the Tenant under this Lease either immediately or at some later date by giving Tenant written notice that this Lease is terminated. If Landlord so terminates this Lease, then Landlord may recover from Tenant the sum of:

(1) the unpaid base Rent, additional rent and all other sums payable under this Lease which have been earned at the time of termination;

(2) interest at the rate of 12% on the unpaid base Rent, additional rent and all other sums payable under this Lease which have been earned at the time of termination; plus

(3) the amount by which the unpaid base Rent, additional rent and all other sums payable under this Lease which have been earned after termination until the time of award exceeds the amount of such rental loss, if any, as Tenant affirmatively proves could have been reasonably avoided and interest on such excess at the default rate; plus

(4) the amount by which the aggregate of the unpaid base Rent, additional rent and all other sums payable under this Lease for the balance of the Lease term after the time of award exceeds the amount of rental loss, if any, as Tenant affirmatively proves could be reasonably avoided, with such difference being discounted to present value at the prime rate at the time of award; plus

(5) any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which, in the ordinary course of things, would be likely to result from such failure, including, leasing commissions, tenant improvement costs, renovation costs and advertising costs; plus

(6) all such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

(b) Landlord shall have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises. Landlord may cause property so removed from the Premises to be stored in a public warehouse or elsewhere at the expense and for the account of Tenant.

(c) Landlord shall also have the right, with or without terminating this Lease, to accelerate and recover from Tenant the sum of the unpaid base Rent, additional rent and all other sums payable under the then remaining term the Lease, discounting such amount to present value at the prime rate.

(d) If Tenant vacates, abandons or surrenders the Premises without Landlord's consent, or if Landlord re-enters the Premises as provided in subparagraph (b) above or takes legal possession of the Premises pursuant to legal proceedings or through any notice procedure provided by law, then,

if Landlord does not elect to terminate this Lease, Landlord may, from time to time, without terminating this Lease, either (a) recover all base Rent, additional rent and all other sums payable under this Lease as they become due or (b) re-let the Premises or part of the Premises on behalf of Tenant for such term or terms, at such rent or rents and pursuant to such other provisions as Landlord, in its sole discretion, may deem advisable, all with the right, at Tenant's cost, to make alterations and repairs to the Premises and recover any deficiency from Tenant as set forth in subparagraph (e) below.

(e) None of the foregoing remedial actions, singly or in conjunction, shall be construed as an election by Landlord to terminate this Lease unless Landlord has in fact given Tenant written notice that this Lease is terminated: an act by landlord to maintain or preserve the Premises; any efforts by Landlord to re-let the Premises; any repairs or alterations made by Landlord to the Premises; re-entry, repossession or re-letting of the Premises by Landlord pursuant to this paragraph; or the appointment of a receiver, upon the initiative of Landlord, to protect Landlord's interest under this Lease. If Landlord takes any of the foregoing remedial action without terminating this Lease, Landlord may nevertheless at any time after taking any such remedial action terminate this Lease by written notice to Tenant.

(f) If Landlord re-lets the Premises, Landlord shall apply the revenue from such re-letting as follows: *first*, to the payment of any indebtedness other than base Rent, additional rent or any other sums payable under this Lease by Tenant to Landlord; *second*, to the payment of any cost of re-letting (including finders' fees and leasing commissions); *third*, to the payment of the cost of any alterations, improvements, maintenance and repairs to the Premises; and *fourth*, to the payment of base Rent, additional rent and other sums due and payable and unpaid under this Lease. Landlord shall hold and apply the residue, if any, to payment of future base Rent, additional rent and other sums payable under this Lease as the same become due, and shall deliver the eventual balance, if any, to Tenant. Should revenue from letting during any month, after application pursuant to the foregoing provisions, be less than the sum of the base Rent, additional rent and other sums payable under this Lease and Landlord's expenditures for the Premises during such month. Tenant shall be obligated to pay such deficiency to Landlord as and when such deficiency arises.

(g) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided in this Lease or by law (all such remedies being cumulative), nor shall pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any base Rent, additional rent or other sums payable under this Lease or of any damages accruing to Landlord by reason of the violation of any of the covenants or conditions contained in this Lease.

20. **Right to Perform.** Notwithstanding anything to the contrary contained herein, if Tenant shall fail to pay any sum of money, other than base Rent or additional rent, required to be paid by it under this Lease or shall fail to perform any other act on its part to be performed under this Lease, and such failure shall continue for ten (10) business days after notice of such failure by Landlord, or such shorter time if reasonable under the circumstances, Landlord may, but shall not be obligated to, and without waiving or releasing Tenant from any obligations of Tenant, make such payment or perform such other act on Tenant's part to be made or performed as provided in this Lease. Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment of sums due under this paragraph as in the case of default by Tenant in the payment of base Rent.

21. **Landlord's Default.** In the event that Landlord defaults under or breaches this Lease Tenant shall notify Landlord of such default or breach in writing, and Tenant shall not exercise any right or remedy which Tenant may have under this Lease or at law if Landlord commences to cure such default or breach within twenty (20) business days after receipt of Tenant's notice and thereafter diligently prosecutes the cure to completion, unless in an emergency, then Landlord shall have twenty-four (24) hours from notice to cure or Tenant can pursue cure at Landlord's expense.

22. **Miscellaneous.**

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

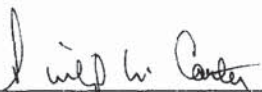
(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

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

IN WITNESS WHEREOF, the parties have caused this Lease to be duly effective and executed on the date first written above.

LANDLORD: EVERGREEN PROFESSIONAL ESTATES, LLC

By: 
Philip L. Carter

Tax ID # 91-1808548

Title: Manager

**TENANT: AT&T WIRELESS SERVICES of WASHINGTON, INC.,
an Oregon Corporation**

By: 
Edwin E. Menteer

Title: Systems Development Manager

STATE of WASHINGTON }
 } ss:
COUNTY of KING }

On this 24th day of February, 1998, before me, a Notary Public, personally appeared **PHILIP L. CARTER**, known to me to be the Manager of Evergreen Professional Estates, LLC, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned and on oath stated he was authorized to execute said instrument on behalf of the company.

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



Belinda Kay George
NOTARY PUBLIC in and for the
State of Washington
My commission expires: 8/19/01

STATE of WASHINGTON }
 } ss:
COUNTY of KING }

On this 26th day of February, 1998, before me, a Notary Public, personally appeared **EDWIN E. MENTEER**, known to me to be the System Development Manager of AT&T Wireless Services of Washington, Inc., an Oregon corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated he was authorized to execute said instrument on behalf of the corporation.

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



Eva E. Chapman
NOTARY PUBLIC in and for the **EVA E. CHAPMAN**
State of Washington
My commission expires: 10/27/98
Residing in Edmonds, WA

EXHIBIT A

to that certain Rooftop and Building Space Lease Agreement dated February 19, 1998,
by and between Evergreen Professional Estates, LLC, as Landlord,
and AT&T Wireless Services of Washington, Inc., an Oregon Corporation, as Tenant

Legal Description

The property is legally described as follows:

TRACT 10 and the West 20 feet of TRACT 11, BLOCK 1, FRUITLAND ACRES to the City of Seattle, according to the plat thereof recorded in Volume 12 of Plats, page 33, in King County, Washington;

EXCEPT that portion conveyed to Washington Toll Bridge Authority by instrument recorded April 18, 1939, under King County Recording Number 3041118;

AND EXCEPT that portion conveyed to the State of Washington by instruments recorded June 13, 1985, under King County Recording Numbers 8506130031, 8506130032 and 8506130033;

AND EXCEPT that portion conveyed to the City of Mercer Island by instrument recorded November 30, 1988, under King County Recording Number 8811301368.

EXHIBIT B

to that certain Rooftop and Building Space Lease Agreement dated February 19, 1998,
by and between Evergreen Professional Estates, LLC, as Landlord,
and AT&T Wireless Services of Washington, Inc., an Oregon Corporation, as Tenant

Site Plan

SEE EXHIBITS B-1 and B-2 ATTACHED

EXHIBIT B-1

NEW OFFICE BUILDING
2 STORIES
FIRST FIN. FLR. 101.80'

93'

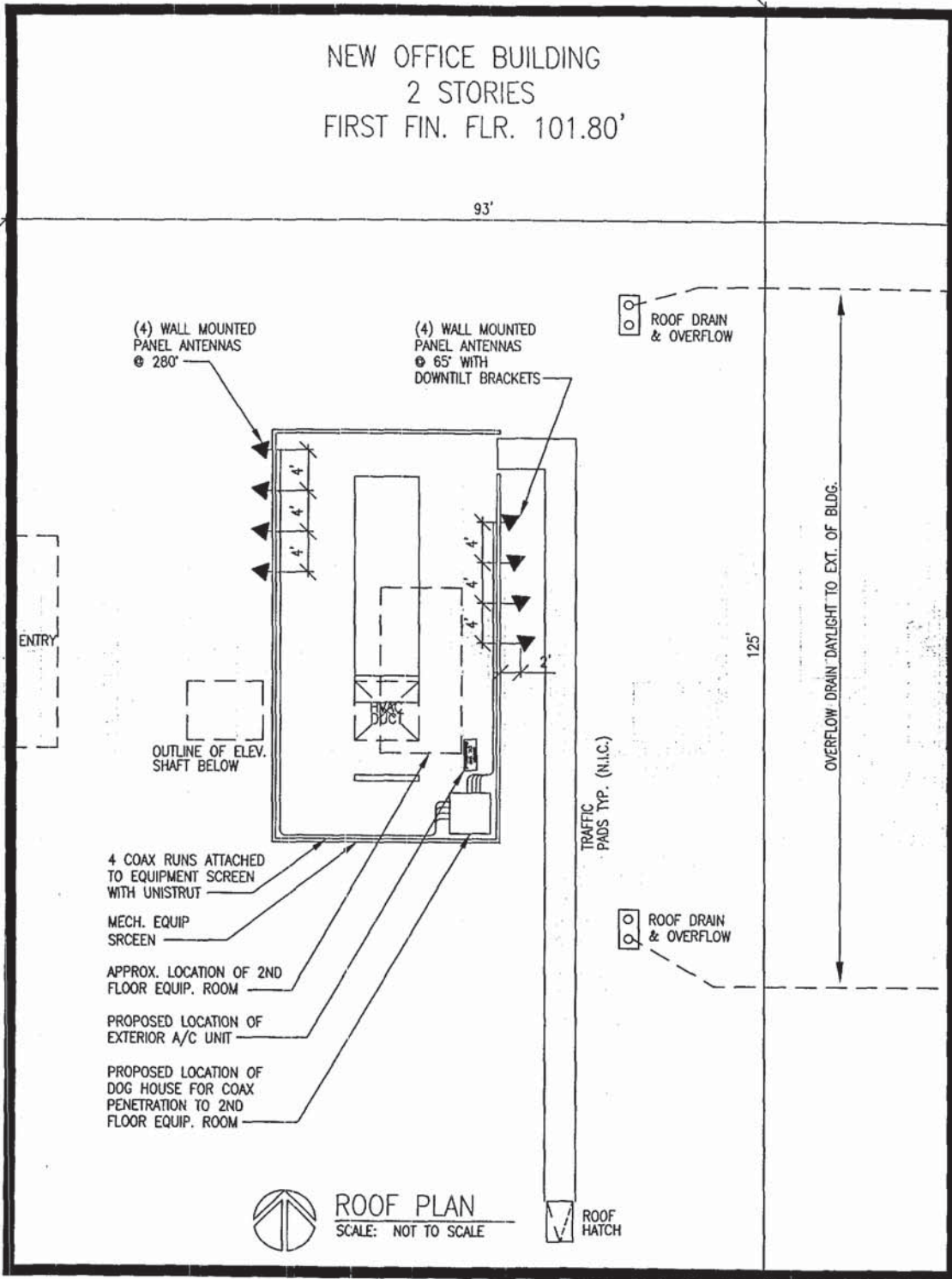
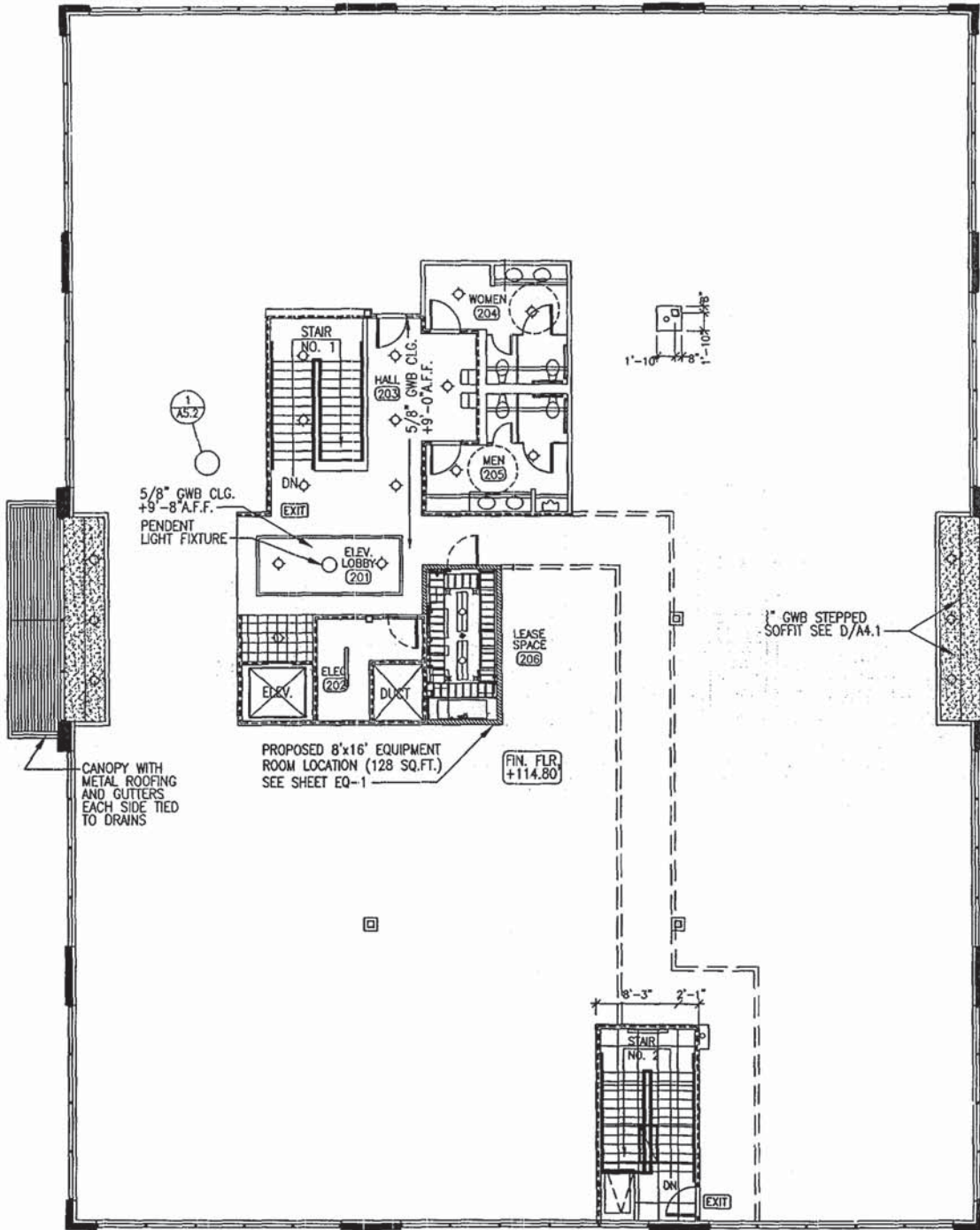


EXHIBIT B-2



2ND FLOOR PLAN
SCALE: 1/8" = 1'

EXHIBIT C

to that certain Rooftop and Building Space Lease Agreement dated February 19, 1998,
by and between Evergreen Professional Estates, LLC, as Landlord,
and AT&T Wireless Services of Washington, Inc., an Oregon Corporation, as Tenant

Environmental Laws

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

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

EXHIBIT D

to that certain Rooftop and Building Space Lease Agreement dated February 19, 1998,
by and between Evergreen Professional Estates, LLC, as Landlord,
and AT&T Wireless Services of Washington, Inc., an Oregon Corporation, as Tenant

RENT SCHEDULE PER YEAR AT 4% ANNUAL INCREASE

<u>YEAR</u>	<u>ANNUAL \$ AMOUNT</u>
1	15,000
2	15,600
3	16,224
4	16,873
5	17,548
6	18,250
7	18,980
8	19,739
9	20,529
10	21,350
11	22,204
12	23,092
13	24,015
14	24,976
15	25,975
16	27,014
17	28,095
18	29,219
19	30,387
20	31,603
21	32,867
22	34,182
23	35,549
24	36,971
25	38,450
26	39,988
27	41,587
28	43,251
29	44,981
30	46,780