

Cell Site No. SD05  
Cell Site Name: MERCER ISLAND  
Fixed Asset No. 10092489  
Market: WA/OR/AK/N. ID  
Address: 7900 Southeast 28<sup>th</sup> Street, Mercer Island, WA 98040

#### FOURTH AMENDMENT TO ROOFTOP LEASE AGREEMENT

THIS FOURTH AMENDMENT TO ROOFTOP LEASE AGREEMENT ("**Fourth Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between Mercer Island Court LLC, a Washington limited liability company, having a mailing address of c/o Lighthouse Properties, LLC, PO Box 198, Issaquah, WA 98027 (hereinafter referred to as "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

**WHEREAS**, Landlord (or its respective predecessor-in-interest) and Tenant (or its respective predecessor-in-interest) entered into a Rooftop Lease Agreement dated April 1, 1991, as amended by that certain First Amendment to Rooftop Lease Agreement dated October 23, 2002, as amended by that certain Second Lease Amendment dated December 31, 2003, and as amended by that certain Third Amendment to Rooftop Lease Agreement dated April 25, 2012, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 7900 Southeast 28<sup>th</sup> Street, Mercer Island, WA 98040 (hereinafter, collectively referred to as the "**Lease**"); and

**WHEREAS**, the term of the Lease will expire on March 31, 2019 and the parties mutually desire to renew the Lease, memorialize such renewal period and modify the Lease in certain other respects, all on the terms and conditions contained herein; and

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

**WHEREAS**, Landlord and Tenant desire to amend the Lease to adjust the Rent in conjunction with the modifications to the Lease contained herein; and

**WHEREAS**, Landlord and Tenant desire to amend the Lease to modify the notice section thereof; and

**WHEREAS**, Landlord and Tenant desire to amend the Lease to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

**WHEREAS**, Landlord and Tenant desire to amend the Lease to clarify scope of Tenant's permitted use of the Premises; and

**WHEREAS**, Landlord and Tenant, in their mutual interest, wish to amend the Lease 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:

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1. **Extension of Term.** The term of the Lease shall be extended to provide that the Lease has a new initial term of five (5) years (“**New Initial Term**”) commencing on April 1, 2019. The Lease will automatically renew, commencing on the expiration of the New Initial Term, for up to two (2) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an “**Additional Extension Term**” and each such Additional Extension Term shall be considered a Renewal Term under the Lease), upon the same terms and conditions of the Lease, as amended herein, unless Tenant notifies Landlord in writing of Tenant’s intention not to renew the Lease at least one hundred eighty (180) days prior to the expiration of the then current Renewal Term or Additional Extension Term. The New Initial Term and the Additional Extension Term are collectively referred to as the Term (“**Term**”).

2. **Rent.** Commencing on April 1, 2019, the current Rent payable under the Lease shall convert to annual payments and shall be Twenty-Seven Thousand and No/100 Dollars (\$27,000.00) payable annually in advance, and shall continue during the Term, subject to adjustment as provided herein.

3. **Future Rent Increase / Annual Payments.** The Agreement is amended to provide that commencing on April 1, 2020, and on each successive April 1 during the Term of the Lease, Rent shall increase by two and one-half percent (2.50%) over the Rent paid during the previous year.

4. **Acknowledgement.** Landlord acknowledges that: 1) this Fourth Amendment is entered into of the Landlord’s free will and volition; 2) Landlord has read and understands this Fourth Amendment and the underlying Lease and, prior to execution of this Fourth Amendment, was free to consult with counsel of its choosing regarding Landlord’s decision to enter into this Fourth Amendment and to have counsel review the terms and conditions of this Fourth Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Fourth Amendment, the underlying Lease between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

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

“(a) 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 #: SD05; Cell Site Name: MERCER ISLAND (WA)  
Fixed Asset No: 10092489  
575 Morosgo Drive NE  
Suite 13-F West Tower  
Atlanta, GA 30324

With a required copy of the notice sent to either of the addresses above to:

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New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site #: SD05; Cell Site Name: MERCER ISLAND (WA)  
Fixed Asset No: 10092489  
208 S. Akard Street  
Dallas, Texas, 75202-4206

As to Landlord:

Mercer Island Court LLC  
c/o Light House Properties, LLC  
Attn: Ralph E. Swanson  
PO Box 198  
Issaquah, WA 98027

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord and reserves the right to hold payments due under the Lease, until appropriate documents are received,

- (i) New deed to Property
- (ii) New W-9
- (iii) New Payment Direction Form
- (iv) Full contact information for new Landlord including all phone numbers

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.”

6. **Emergency 911 Service.** In the future, without the payment of additional Rent, or any other consideration, and at a location within existing leased Premises and mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services. Notwithstanding the foregoing, Tenant shall not increase amount of cable (diameter) feeding from the rooftop through the HVAC return air duct under the rooftop HVAC system (including cable for all or any other service feeds).

7. **Permitted Use.** Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized sublessees, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Premises at any time during the term of the Lease for any reason, so long as it is within the existing footprint of the Premises, as defined under the Lease. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this Section, in addition to any other rights it may have at law, Tenant may terminate the Lease and shall have no further liability to Landlord. If Landlord does not comply with the terms of this Section, Tenant will have the right to exercise any and all rights available to it under law and equity,

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including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

8. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

9. **Rental Stream Offer.** If at any time after the date of the Lease, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with the Lease ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of the Lease. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under the Lease and reserves the right to hold payments due under the Lease until Landlord complies with this Section.

10. **Redevelopment.**

(a) In the event Landlord desires to redevelop, modify, remodel or in any way alter the Property or the Premises (the "Redevelopment"), Landlord shall in good faith use its best efforts to fully accommodate Tenant's continuing use of the Premises. In the event the Redevelopment requires the Premises to be relocated, Landlord and Tenant agree to reasonably cooperate to relocate the Premises to a different area of the Property, if possible. Any relocation of the Premises shall be performed by Tenant, at Tenant's sole expense. Landlord shall provide Tenant with one (1) years' notice of the Redevelopment.

(b) During the Redevelopment, Tenant shall have the right to operate a temporary facility on the Property, provided such operation does not interfere with the Landlord's Redevelopment or other use of the Property. If the operation of a temporary facility does interfere with Landlord's Redevelopment, Landlord and Tenant shall reasonably cooperate to allow Tenant to operate a temporary facility on property owned by Landlord in the immediate vicinity, if possible.

(c) In the event the proposed new location for the Premises is unacceptable to Tenant, Landlord and Tenant shall reasonably cooperate to determine an alternative site for the placement of the Premises on the Property. If no acceptable new location can be found, Tenant shall have the right, at Tenant's sole discretion, to immediately terminate the Lease with no further liability. This termination is Tenant's sole remedy in the event of a Redevelopment. In no event may Tenant prevent Landlord from requiring Tenant to remove its equipment from the Property as part of a Redevelopment.

11. **Environmental.**

(a) Each party will be responsible for the compliance of its activities on the Property with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards,

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or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as such laws may now or at any time hereafter be in effect.

(b) Each party shall hold the other harmless and indemnify the other from and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (including without limitation for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) that Party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as such laws may now or at any time hereafter be in effect; and b) any environmental conditions arising out of or in any way related to that Party's activities conducted on the Property; provided, that each Party's obligations hereunder shall be limited to the extent such noncompliance or environmental or industrial hygiene conditions are caused by the other Party.

(c) Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Premises or the Property associated with Tenant's use of any hazardous substance, waste or material as defined in any federal, state, or local environmental or safety law or regulation.

12. **Removal and Repair.** Tenant shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Lease, remove its antenna structure(s) (including footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Landlord agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Tenant shall remain the personal property of Tenant and Tenant shall have the right (and obligation upon termination or expiration) to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws, so long as such removal shall not interfere with right to quiet enjoyment of other tenants or with Building HVAC system. If such time for removal causes Tenant to remain on the Premises after termination of the Lease, Tenant shall pay Rent at 125% of the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property is completed.

13. **Interference.** Notwithstanding Section 5 of the Lease to the contrary, Tenant agrees to install equipment of the type and frequency which shall not cause harmful interference which is measurable in accordance with then existing industry standards applicable to Tenant's use of the Property, or any equipment of Landlord or other lessees of the Property which existed on the Property prior to the Effective Date of this Fourth Amendment. In the event any after-installed Tenant's equipment causes such interference, and after Landlord has notified Tenant in writing of such interference, Tenant will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Landlord be entitled to terminate the Lease or relocate the equipment as long as Tenant is making a good faith effort to remedy the interference issue. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph

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and Section 5 of the Lease and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. **Insurance.** Section 9(a) of the Lease is hereby deleted in its entirety and replaced with the following and existing Section 9(b) is relabeled as 9(c):

“(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers’ compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant’s CGL insurance shall contain a provision including Landlord and its agents as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant’s indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord and its agents as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.”

15. **Charges.** All charges payable under the Lease such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Lease.

16. **Utilities.** Section 6 b. of the Lease is hereby amended to include the following:

“When submetering is required under the Lease, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit

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payment within forty-five (45) days of receipt of the usage data and required forms. Any utility payments paid by Tenant after forty-five (45) days of receipt of invoice from Landlord shall include a late fee of five percent (5%). Any utility fee recovery by Landlord is limited to a twelve (12) month period.”

17. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth 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 Fourth Amendment.

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

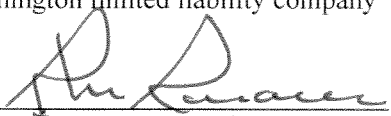
[SIGNATURES APPEAR ON THE NEXT PAGE]

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

**LANDLORD:**


Mercer Island Court LLC,  
a Washington limited liability company

By:   
Name: ROBIN M. ROSAUER  
Title: MANAGER  
Date: OCT 31, 2014

**TENANT:**

New Cingular Wireless PCS, LLC,  
A Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By:   
Name: Geri Roper  
Title: Manager of Real Estate & Construction  
Date: 11-20-14

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]



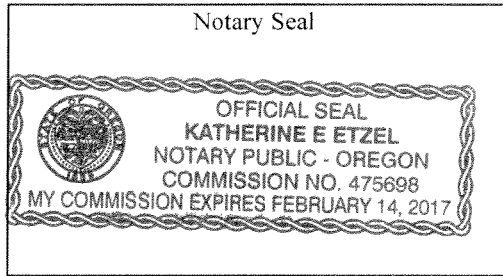


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**TENANT ACKNOWLEDGEMENT**

STATE OF OREGON                    )  
  )        SS.  
COUNTY OF Washington        )

This instrument was acknowledged before me on November 20, 2014 by  
Gerri Roper as manager of AT&T  
Mobility Corporation.



Kathie E. Etzel  
(Signature of Notary)  
Katherine E. Etzel  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of Oregon  
My Commission expires: 2.14.17