

**AMENDMENT NO. 3 TO FACILITIES LEASE FOR
TELECOMMUNICATIONS FACILITIES**

DATED: _____, 20__ (**“Execution Date”**)

BETWEEN: City of Redmond

AND: New Cingular Wireless PCS, LLC

By written Facilities Lease for Telecommunications Facilities and Addendum #1 dated November 30, 2005, Amendment No. 1 to Facility Lease for Telecommunications Facilities dated December 18, 2018, and Amendment No. 2 to Facilities Lease for Telecommunications Facilities, dated July 5, 2023, (hereinafter collectively referred to as the **“Lease”**) between **City of Redmond**, a Washington municipal corporation (hereinafter referred to as **“City”**) and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company (hereinafter referred to as **“Lessee”**), executed a lease for wireless telecommunication facilities at **Novelty Hill/Redmond Ridge Tank No. 2 Facility** located at **22515 NE Marketplace Drive, Redmond, Washington** (hereinafter referred to as the **“Facility”**).

The parties hereby agree to amend the Lease consistent with the terms contained in this Amendment No. 3 to Facilities Lease for Telecommunications Facilities (**“Amendment”**) as follows.

RECITALS

WHEREAS, Lessee desires to modify its wireless telecommunications facility equipment located upon the Facility; and

WHEREAS, Lessor desires to modify the terms of the lease to improve the financial management and administration of the lease; and

WHEREAS, pursuant to Section 2 of the Lease, no substantive additions to or modifications of any of the described and depicted equipment in Exhibits B and C shall be permitted without Lessee first having received prior authorization from the City through an amendment to the Lease; and

WHEREAS, Lessee and the City now wish to amend the terms of the Lease to modify the use of the Facility as set forth herein.

NOW, THEREFORE, the City and Lessee agree as follows:

AGREEMENT

1. Specific Terms

a. References

Except as otherwise expressly set forth in this Second Amendment, all references to Sections and/or Exhibits are the Section and/or Exhibits as set forth in the Lease.

b. Amendment to Exhibit B

Exhibit B of the Lease is deleted in its entirety and replaced by the **Amended Exhibit B - Equipment Description**, consisting of a written description of the equipment located on the Facility, which is attached and incorporated herein.

c. Amendment to Exhibit C

Exhibit C of the Lease is deleted in its entirety and replaced by the **Amended Exhibit C - Illustrated Facility**, consisting of a graphic representation of the equipment site plan, which is attached and incorporated herein.

d. Amendment to Section 8. Consideration

Section 8 of the Lease is deleted and replaced by the following:

Section 8. Performance Period and Consideration

The annual lease performance period will be from January 1 to December 31.

Commencing on January 1, 2026 (the "Commencement Date"), the annual rental fee (Annual Rent) for the Facility shall be **Forty-Eight Thousand and no/100 Dollars (\$48,000)**, except as modified below. Any rent paid in 2025 that covers the prior leases' performance period, including any period within the 2026 calendar year, will be accounted for in a pro-rated manner, determined by the date of receipt of the 2025 payment.

Payments received within thirty (30) days of the beginning of each year's performance period. Any annual rent payment received more than thirty (30) days after the commencement date or the anniversary thereof, shall include a late payment penalty at the lesser of 2% per month or the highest rate permitted by law.

8.1 – Annual Adjustments

On the first day of each annual performance period year (January 1), the annual rent shall be increased by 4.00%, rounded to the next **Ten (\$10.00) Dollars**. The annual rent

for the first 15 years of the amended lease is presented in Table 1, below. This table applies if no true-up of the rate as described in Section 8.1 below is not exercised.

**Table 1 – AT&T at Novelty Hill Wireless Telecommunications Facility Fee
Schedule, 2026 - 2040**

<u>Lease Year</u>	<u>Performance Period Year (PPY)</u>	<u>PPY Base</u>	<u>Escalation</u>	<u>Total Fee</u>
1	2026	\$48,000	\$0	\$48,000
2	2027	\$48,000	\$1,920	\$49,920
3	2028	\$49,920	\$2,000	\$51,920
4	2029	\$51,920	\$2,080	\$54,000
5	2030	\$54,000	\$2,160	\$56,160
6	2031	\$56,160	\$2,250	\$58,410
7	2032	\$58,410	\$2,340	\$60,750
8	2033	\$60,750	\$2,430	\$63,180
9	2034	\$63,180	\$2,530	\$65,710
10	2035	\$65,710	\$2,630	\$68,340
11	2036	\$68,340	\$2,740	\$71,080
12	2037	\$71,080	\$2,850	\$73,930
13	2038	\$73,930	\$2,960	\$76,890
14	2039	\$76,890	\$3,080	\$79,970
15	2040	\$79,970	\$3,200	\$83,170

8.2 – Lease Rate True-Up

The City and Lessee agree that the lease rates set forth in this Agreement shall be subject to a financial true-up every five (5) years from the Commencement Date. The true-up shall reconcile the originally agreed lease rates with prevailing market lease rates for comparable properties or assets as of the true-up date.

The true-up process shall include:

- A review of the 5-year CPI-Urban data for the Seattle-Tacoma-Bellevue area as published by the U.S. Department of Labor’s Bureau of Labor Statistics.

- An adjustment to the lease rate, if the variance between the 5-Year CPI-U and the 5-year total escalation of the original lease rate exceeds 4%, to reflect fair market value. For example, the 5-year total escalation of the original lease rate is 5 x 4.0%, or 20.0%. If the CPI-U for the same 5-year period is less than 16%, the lease rate will be adjusted to reflect the indexed value according to CPI-U.
- Any upward or downward adjustment shall be applied prospectively for the next lease period and shall not be retroactive.

If the lease is renewed or extended beyond the initial term, the true-up mechanism shall continue to apply at each subsequent five-year interval.”

2. General Terms

a. Full Force and Effect

Except as specifically set forth in this Amendment, all terms and conditions of the Lease will remain in full force and effect as written.

b. Authority

Each of the parties represent and warrant that they have the right, power, legal capacity, and authority to enter into and perform their respective obligations under this Amendment.

c. Counterpart

This Amendment may be executed in duplicate counterparts, each of which shall be deemed on original.

d. Capitalized Terms

Unless defined differently herein, all capitalized terms in this Amendment have the same meaning as in the Lease.

e. Section References

Except as otherwise expressly set forth in this Amendment, all references to sections are the sections as set forth in the Lease.

f. Binding Effect

This Amendment shall be binding on the parties, and their respective successors and assigns. This Amendment was negotiated by the parties with legal

representation, and any rule of construction or interpretation otherwise requiring this Amendment to be construed or interpreted against a party shall not apply.

g. Further Action

The parties shall execute and timely deliver all documents, provide all information, and take all actions as may be necessary or appropriate to achieve the purposes of this Amendment.

h. Severability

If any one or more provisions of this Amendment is held by a court of competent jurisdiction to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion(s) of this Amendment and the remainder shall remain in full force and effect.

i. Recitals

The recitals to this Amendment are material to the terms and conditions of this Amendment. The parties acknowledge the accuracy of the information recited therein and incorporate said information as part of this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the Effective Date.

CITY OF REDMOND,
a Washington municipal corporation

ANGELA BIRNEY, MAYOR

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name:_____

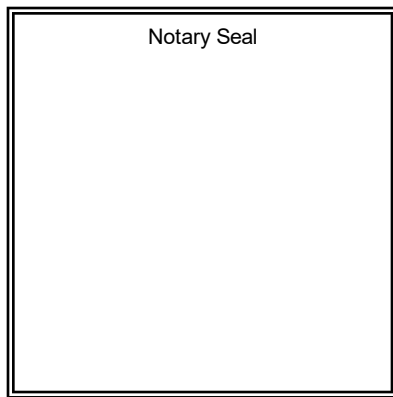
Title:_____

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that ANGELA BIRNEY is the person who appeared before me, and that he/she acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MAYOR of the **City of Redmond** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.



Notary Signature: _____

Printed Name: _____

Notary Public for the State of Washington

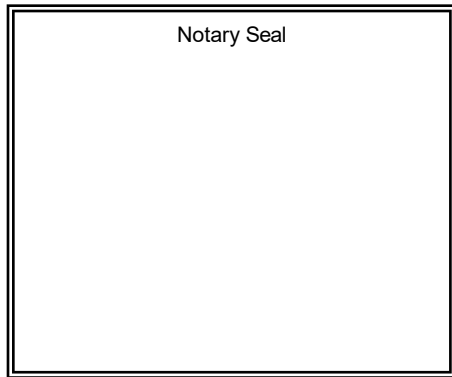
Residing In: _____

My Commission Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and that he/she acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged it as the _____ of AT&T Mobility Corporation, Manager of
New Cingular Wireless PCS, LLC, a Delaware limited liability company, to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2023.



Notary Signature: _____
Printed Name: _____
Notary Public for the State of _____
Residing In: _____
My Commission Expires: _____

Amended Exhibit B – Equipment Description

Water Tank Installation	
Remove:	[6] Existing panel antennas
	[18] Diplexers
	[6] TMAs
	[12] Coax Cables
Add:	[6] Stacked 5G antennas
	[4] Panel Antennas
	[3] Radios

Resulting in the following AT&T Equipment on the Water Tank	
	[6] Stacked 5G antennas
	[6] Panel Antennas
	[3] Surge/fiber box
	[12] Remote Radio Heads
	[3] Fiber trunks

Ground Installation	
	[2] cabinets, additional cabinets as needed within lease area

Amended Exhibit C – Site Plan of Equipment

[Site plans may be filed as part of a permit/lease application and maintained under separate file]