

Contract Entry

Originator
MAN☒ Check if you are modifying an existing contract☐ Check if this is a RUSH contract☐ Check here for a SPECIAL routingContract #
1998-0226Originating Department*
PUBLIC WORKSContract Type*
LEASE AGREEMENT - CELL TOWERContracting Party*
NEW CINGULAR WIRELESS PCS, LLC FORMERLY GTE WIRELESS OF THE PACIFIC INCORPORATEDProject Number/Name*
FIRST AMENDMENT TO OPTION & LEASE AGREEMENT FOR TELECOMMUNICATIONS SITE(SEHOME TOWER)Project Manager*
CLARK WILLIAMSMaximum Payable ☒ Max Pay See Contract

Primary Funding Source

2/11

If Termination Date is Blank – At least one checkbox should be checked

Termination Date ☒ See Contract Terms
☐ Special Retention
☐ Contract is RenewableCertificate of Insurance
ATTACHED

Additional Contract Information

NOTE: TWO (2) ORIGINALS. PLEASE RETURN ONE FULLY EXECUTED ORIGINAL TO MARY NEWBY.

PLEASE EMAIL FULLY EXECUTED COPY TO CLARK WILLIAMS, ANGELA MARTIN, AND MELANIE ALIVERTI.

make a copy for Angela

2/11/16 Finance

2/11/16 Sean

Market: PNW
Cell Site Number: WA282
Cell Site Name: Bellingham
Fixed Asset Number: 10013371

**FIRST AMENDMENT TO
OPTION AND LEASE AGREEMENT FOR TELECOMMUNICATIONS SITE
(CITY CONTRACT # 1998-0226)
(Sehome Tower)**

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT FOR TELECOMMUNICATIONS SITE ("Amendment"), is entered into by and between the CITY OF BELLINGHAM, a first-class city of the State of Washington ("Landlord"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, successor in interest to GTE Wireless of the Pacific Incorporated ("Tenant"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

RECITALS

WHEREAS, Landlord and Tenant entered into an *Option and Lease Agreement for Telecommunications Site* dated July 6, 1998, City Contract # 1998-0226 (the "Agreement"), whereby Landlord leased to Tenant, on a nonexclusive basis, certain Lease Premises, therein described, that are a portion of the Landlord's Property located at 600 25th Street (aka Sehome Hill), Bellingham, WA 98225 (APN: 380331-116124-0000); and

WHEREAS, the last Extended Term has expired and Tenant is holding over as permitted under the Agreement; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to:

- Provide five (5) additional Extension Terms (defined below);
- Provide that Landlord will provide a dark single mode fiber optic cable from nearest point of presence in Landlord right-of-way to the radio tower;
- Establish Rent for each additional Extension Term (defined below);
- Provide a current legal notice address for Tenant and clarify Tenant's managing entity (Exhibit 1);
- Authorize Tenant to add, modify, or replace its Communications Equipment as necessary to comply with government requirements for emergency 911 service; and
- Provide for the design, construction and financing of a project to replace

Landlord's radio tower, equipment room, and power generator located upon the Landlord's Property; and

- Provide for Tenant's relocation of its Communications Equipment, including but not limited to access and utility easements, from their existing locations on the Landlord's Property to the Replacement Facilities (defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree to amend the Agreement as follows:

TERMS AND CONDITIONS

I. TERM OF AGREEMENT

Section 2 of the Agreement is modified to provide that commencing on the first day of the month immediately following the Effective Date of this Amendment, the term of the Agreement shall be extended for a period of five (5) years ("First Extension Term"), and thereafter Tenant shall have the right to extend the term for four (4) additional successive five (5) year extension terms (each, an "Extension Term"), on the same terms and conditions as set forth in the Agreement. Each Extension Term shall be automatic, unless Tenant gives Landlord written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the then current Extension Term.

II. RENT

Section 3 of the Agreement is deleted in its entirety and replaced with the following:

RENT: Rent shall be paid on a monthly basis paid on or before the first of the month. Commencing in Year 1 of the First Extension Term, Rent shall be \$2,500.00 per month. Commencing in Year 1 of the Fourth Extension Term, Rent shall increase to \$3,895.00 per month. Each year thereafter, Rent shall increase by three percent (3%) as follows:

First Extension Term:

Year 1	\$2,500.00 per month
Year 2	\$2,500.00 per month
Year 3	\$2,500.00 per month
Year 4	\$2,500.00 per month
Year 5	\$2,500.00 per month

Second Extension Term:

Year 1	\$2,500.00 per month
Year 2	\$2,500.00 per month
Year 3	\$2,500.00 per month
Year 4	\$2,500.00 per month
Year 5	\$2,500.00 per month

Third Extension Term:

Year 1	\$2,500.00 per month
Year 2	\$2,500.00 per month
Year 3	\$2,500.00 per month
Year 4	\$2,500.00 per month
Year 5	\$2,500.00 per month

Fourth Extension Term:

Year 1	\$3,895.00 per month
Year 2	\$4,012.00 per month
Year 3	\$4,132.00 per month
Year 4	\$4,256.00 per month
Year 5	\$4,384.00 per month

Fifth Extension Term:

Year 1	\$4,515.00 per month
Year 2	\$4,651.00 per month
Year 3	\$4,790.00 per month
Year 4	\$4,934.00 per month
Year 5	\$5,082.00 per month

Tenant may claim Rent credit in accordance with Article V of this Amendment.

Tenant shall pay Landlord a late payment charge equal to five percent (5%) of the amount due for any payment not paid when due. In addition, any amounts not paid within ten (10) business days of Tenant's receipt of written notice that such amount is past due shall also bear interest from the date due until paid in full at the rate of twelve percent (12%) per annum, or the maximum rate permitted at law, whichever is less.

III. NOTICE

Section 17 of the Agreement is deleted in its entirety and replaced with the following:

NOTICE: 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 LANDLORD:

City of Bellingham
c/o Public Works
2221 Pacific Street
Bellingham, WA 98229
Attn: Maint. Sup.

With copy to:

City of Bellingham
Attn: Legal Department
210 Lottie Street
Bellingham, WA 98225

Remittance Address:

City of Bellingham
Attn: City Treasurer
210 Lottie St.
Bellingham, WA 98225

If to TENANT:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: WA282
Cell Site Name: Bellingham (WA)
Fixed Asset #: 10013371
575 Morosgo Drive NE
Atlanta, GA 30324

With copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: WA282
Cell Site Name: Bellingham (WA)
Fixed Asset #: 10013371
208 S. Akard Street
Dallas, Texas 75202-4206

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

IV. EMERGENCY 911 SERVICE

A new Section 22 is added to the Agreement as follows:

EMERGENCY 911 SERVICE: In the future, without the payment of additional Rent and at a location 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 mandate for emergency 911 communication services; provided such changes shall not unreasonably interfere with Landlord's use of Landlord's Property.

V. FACILITIES REPLACEMENT PROJECT

A new Section 23 is added to the Agreement as follows:

FACILITIES REPLACEMENT PROJECT:

A. Project Overview

1. Improvements. The project consists of the design and construction of a

new radio tower, equipment room and power generator (collectively, the "Replacement Facilities") on the Landlord's Property, as more particularly described in Exhibit 2 attached hereto and incorporated herein by this reference (the "Project").

2. Schedule. Work on the Project is generally anticipated to occur within the following timeframes:

Design Phase: December 1, 2015 to February 29, 2016
Construction Phase: March 1, 2016 to December 31, 2016

3. Preliminary Cost Estimate. The Project is anticipated to include construction costs of approximately \$1,381,000.00, as detailed in the Preliminary Cost Estimate attached hereto as Exhibit 3. The Project will also include design and permitting costs, which have not yet been estimated.

B. Project Coordination.

1. Landlord. Landlord's project coordinator is Clark Williams, who shall have authority to act as Landlord's agent for all aspects of the Project.

2. Tenant. Tenant's project coordinator is MasTec Network Solutions ("MasTec"), who shall have authority to act as Tenant's agent for all aspects of the Project and relocation of Tenant's Communications Equipment and access and utility easements to the Replacement Facilities, as provided for herein. Notwithstanding the forgoing, MasTec is **NOT** considered an "authorized agent" for terms requiring Tenant's written consent or approval for any other terms of this Agreement or for amendment of any terms to this Agreement, including this Section 23. Notice will be addressed to:

MasTec Network Solutions
ATTN: Chris Listfeld
1203 114th Ave SE
Bellevue, WA 98004
(206) 412-0479

C. Landlord Responsibilities.

1. Capital Contribution. Landlord's capital contribution for the Project shall be an amount equal to the total cost of the Project, less Tenant's Capital Contribution (defined below).

2. Design & Permitting. Landlord is responsible for all phases of the Project, including but not limited to design, permitting and retention of consultants to assist with the same. Landlord shall not commence construction until Tenant has approved the Project design, provided that Tenant's approval shall not be unreasonably withheld or delayed, and in no event delayed more than thirty (30) days from the date of Tenant's and MasTec's receipt thereof.

3. **Construction.** Landlord is responsible for all aspects of installation and operation of the Replacement Facilities, including but not limited to construction of the Replacement Facilities, advertising, bidding, and awarding the construction contract, management of the construction contractors, payment of all construction costs and ensuring that construction is completed in accordance with the approved Project design, timely and in compliance with all applicable laws. Landlord shall comply with all applicable laws, rules and regulations, including those relating to the bidding and construction of a public works project.

4. **Insurance.** Landlord shall require the customary insurance coverage from consultants and contractors for a project of this nature.

5. **Bonding.** Landlord shall require its contractor to post a payment and performance bond per state law.

6. **Ownership & Maintenance.** Landlord shall retain ownership of the Replacement Facilities. At all times during this Agreement, Landlord shall be responsible for maintaining the Replacement Facilities in good and tenantable condition and repair, except as otherwise provided in the Agreement.

7. **Relocation.** Landlord shall cooperate with Tenant in Tenant's efforts to relocate its Communications Equipment to the Replacement Facilities, and all access and utility easements as necessary to install, operate, use and access its Communications Equipment therefrom.

8. **Existing Facilities.** Landlord shall not remove any existing facilities until the Replacement Facilities are complete and Tenant has had a reasonable period of time (no more than ninety (90) days after Tenant has received all necessary governmental permits and approvals for such relocation work) to relocate its Communications Equipment and access and utility easements.

9. **Time of Performance.** In the event that the Landlord does not commence construction of the Project within six (6) months of the Effective Date of this Amendment or does not achieve substantial completion of construction of the Replacement Facilities prior to December 31, 2016, Landlord shall, upon written demand, issue a refund to Tenant in an amount equal to Tenant's Capital Contribution (defined below), less the abated rent amount, without interest; provided that the deadlines contained herein shall be extended to account for any Project delays caused by acts, events or circumstances that are beyond Landlord's reasonable control. The remedy provided herein shall be Tenant's exclusive remedy for any failure by Landlord to timely commence or complete the Project.

D. Tenant Responsibilities.

1. **Relocation.** Upon completion of construction and Landlord's receipt of all final governmental approvals for the Project, Tenant shall have the right to relocate its Communications Equipment onto and within the Replacement Facilities, and relocate its access and utility easements on the Landlord's Property as necessary to install, operate, use and access its Communications Equipment therefrom. Tenant is responsible for obtaining any governmental

approvals, permits and authorizations required for the relocation and/or operation of its Communications Equipment, access and utilities.

2. Lease Premises; Easements. From and after the date Tenant completes its relocation work for all of the Communications Equipment and access and utility easements, as provided herein, the new location of Tenant's Communications Equipment shall be deemed the "Lease Premises" for purposes of this Agreement, and the new locations of the access and utility easements shall be deemed the "Easements" for purposes of this Agreement. Said "easements" shall not be recorded, shall be non-exclusive, and shall automatically terminate upon termination of this Agreement.

3. Capital Contribution. Tenant's capital contribution for the Project shall be Four Hundred Fifty Thousand Dollars (\$450,000.00) ("Tenant's Capital Contribution"). Tenant's Capital Contribution shall be paid in two (2) equal installments as follows:

a. *First Installment.* Tenant shall pay to Landlord the sum of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) ("First Installment") within thirty (30) calendar days of the Effective Date of this Amendment.

b. *Second Installment.* Tenant shall pay to Landlord the sum of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) ("Second Installment") within thirty (30) calendar days of Tenant's receipt of written notice from Landlord of commencement of construction of the Replacement Facilities on the Landlord's Property.

4. Cooperation. Tenant acknowledges that its use of the Landlord's Property and the existing Landlord facilities thereon are nonexclusive and that several other entities currently lease space upon the Landlord's Property. Tenant shall cooperate with Landlord and such other lessees to accomplish a coordinated and orderly relocation process; provided that Landlord shall be responsible for facilitating such coordination at its expense, not Tenant.

E. Rent Credit.

1. Amount. Tenant shall be allowed rent credit in an amount equal to Tenant's Capital Contribution ("Rent Credit") such that Tenant may abate Rent due to the Landlord for such period of time that it takes to recuperate the total amount of Tenant's Capital Contribution, provided that Tenant's obligation to pay leasehold excise tax, if any, shall not be obviated by such Rent Credit.

2. Refund in the Event of Agreement Termination. Upon termination of the Agreement, Tenant shall be entitled to a refund equal to its Capital Contribution, less any amounts used as rent credit, if and only if said termination occurs due to an uncured material default of Landlord in accordance with Section 8(b) of the Agreement.

F. Survey.

An as-built survey depicting the Replacement Facilities and their location on the Landlord's Property shall be furnished by Landlord to Tenant at no cost to Tenant within fifteen (15) calendar days after completion of the Project. A survey description of the new location of Tenant's Lease Premises, and any mutually agreed access and utility "easements" shall be furnished by Tenant to Landlord at no cost to Landlord within sixty (60) calendar days after Tenant has completed all relocation work provided for herein. Upon Landlord's review and approval, Tenant's survey shall be attached to and replace Exhibits A and A-1 to the Agreement.

VI. OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

VII. EFFECTIVE DATE

This Amendment shall be effective as of the date of the last authorized signature below ("Effective Date").

EXECUTED this 25TH day of JANUARY, 2016 for

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

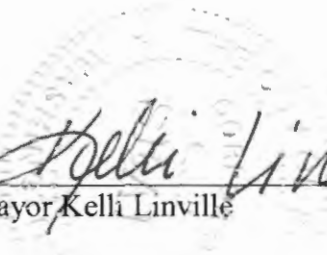
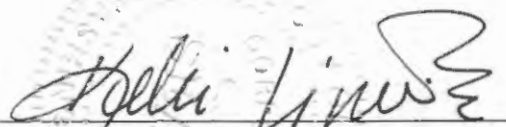
Wayne Wooten
Signature

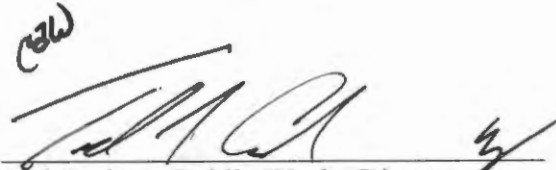
WAYNE WOOTEN
Print name

DIRECTOR
Title

EXECUTED this 11th day of February, 2016 for the CITY OF
BELLINGHAM by:

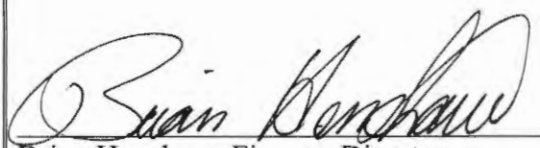
DEPARTMENTAL APPROVAL:

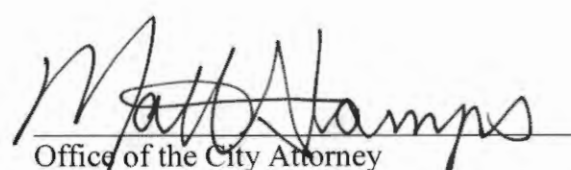


Mayor Kelli Linville


Ted Carlson, Public Works Director

ATTEST:

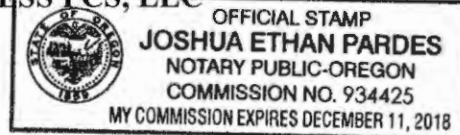
APPROVED AS TO FORM:


Brian Henshaw, Finance Director

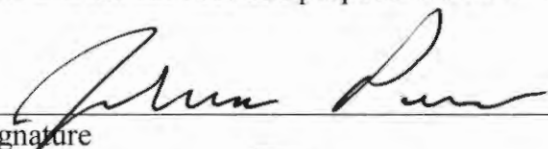

Office of the City Attorney

NOTARY FOR TENANT
NEW CINGULAR WIRELESS PCS, LLC

STATE OF Oregon)
COUNTY OF Clatsop) ss.

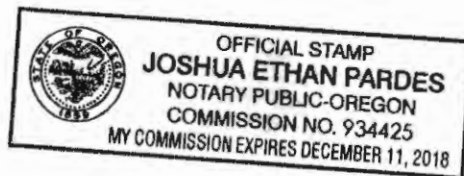


I, Joshua Pardes a Notary Public in and for the State of Oregon^{JP}, do hereby certify that on this 27 day of January 2016²⁰¹⁵, personally appeared before me Wayne Klooten, to me known to be the individual described in and who executed the within instrument on behalf of AT&T Mobility Corporation, Manager of **NEW CINGULAR WIRELESS PCS, LLC**, and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed and as the duly authorized representative of AT&T Mobility Corporation for the uses and purposes herein mentioned.


Signature

Joshua Pardes
Print Name

Oregon^{JP} NOTARY PUBLIC in and for the State of Washington, residing at 4004 Kruse Way Pl, Lake Oswego, OR 97035
My commission expires 12/11/2018



NOTARY FOR LANDLORD
CITY OF BELLINGHAM

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

I, Tracy Lewis a Notary Public in and for the State of Washington, do hereby
certify that on this 11th day of February, 2016, personally appeared
before me **KELLI LINVILLE**, to me known to be the individual described in and who executed
the within instrument on behalf of the **CITY OF BELLINGHAM**, and acknowledged to me that
she signed and sealed the same as her free and voluntary act and deed and as the duly authorized
representative and **MAYOR** of the **CITY OF BELLINGHAM** for the uses and purposes herein
mentioned.



Tracy Lewis
Signature
Tracy Lewis
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham
My commission expires 10/20/18

EXHIBIT 1
to
FIRST AMENDMENT TO
OPTION AND LEASE AGREEMENT FOR TELECOMMUNICATIONS SITE
(CITY CONTRACT # 1998-0226)
(Sehome Tower)

New Cingular Wireless PCS, LLC Certificate of Secretary



at&t

Jackie Begue
Senior Paralegal and
Assistant Corporate Secretary

AT&T Mobility
675 West Peachtree Street
42-090
Atlanta, GA 30308

T: 404-927-9130
F: 404-927-3620
JB5602@att.com
www.att.com

NEW CINGULAR WIRELESS PCS, LLC

ASSISTANT SECRETARY'S CERTIFICATE

I, Jackie Begue, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. AT&T Mobility II LLC is the sole Member of the Company and as such has designated AT&T Mobility Corporation as the Company's sole Manager.
2. Section 5.1 of the Company's Limited Liability Company Operating Agreement was amended on August 29, 2007 to designate AT&T Mobility Corporation as the sole Manager of the Company, and AT&T Mobility Corporation remains as the Manager of the Company on the date hereof.
3. Section 5.6 of the Company's Limited Liability Company Operating Agreement states as follows:

"The Manager shall have, except as otherwise provided by this Agreement and the requirements of applicable law, the sole, exclusive, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, including, without limitation, the right and power to appoint individuals to serve as officers of the Company and to delegate authority to such officers."
4. AT&T Mobility Corporation as the Manager of the Company has the authority under Section 5.6 of the Company's Limited Liability Company Operating Agreement to manage all of the business affairs of the Company.

IN WITNESS WHEREOF, the undersigned has affixed her signature this 14th day of July, 2015.

Jackie Begue, Assistant Secretary

EXHIBIT 2
to
FIRST AMENDMENT TO
OPTION AND LEASE AGREEMENT FOR TELECOMMUNICATIONS SITE
(CITY CONTRACT # 1998-0226)
(Sehome Tower)

Description of Facilities Replacement Project

Page 1 of 2

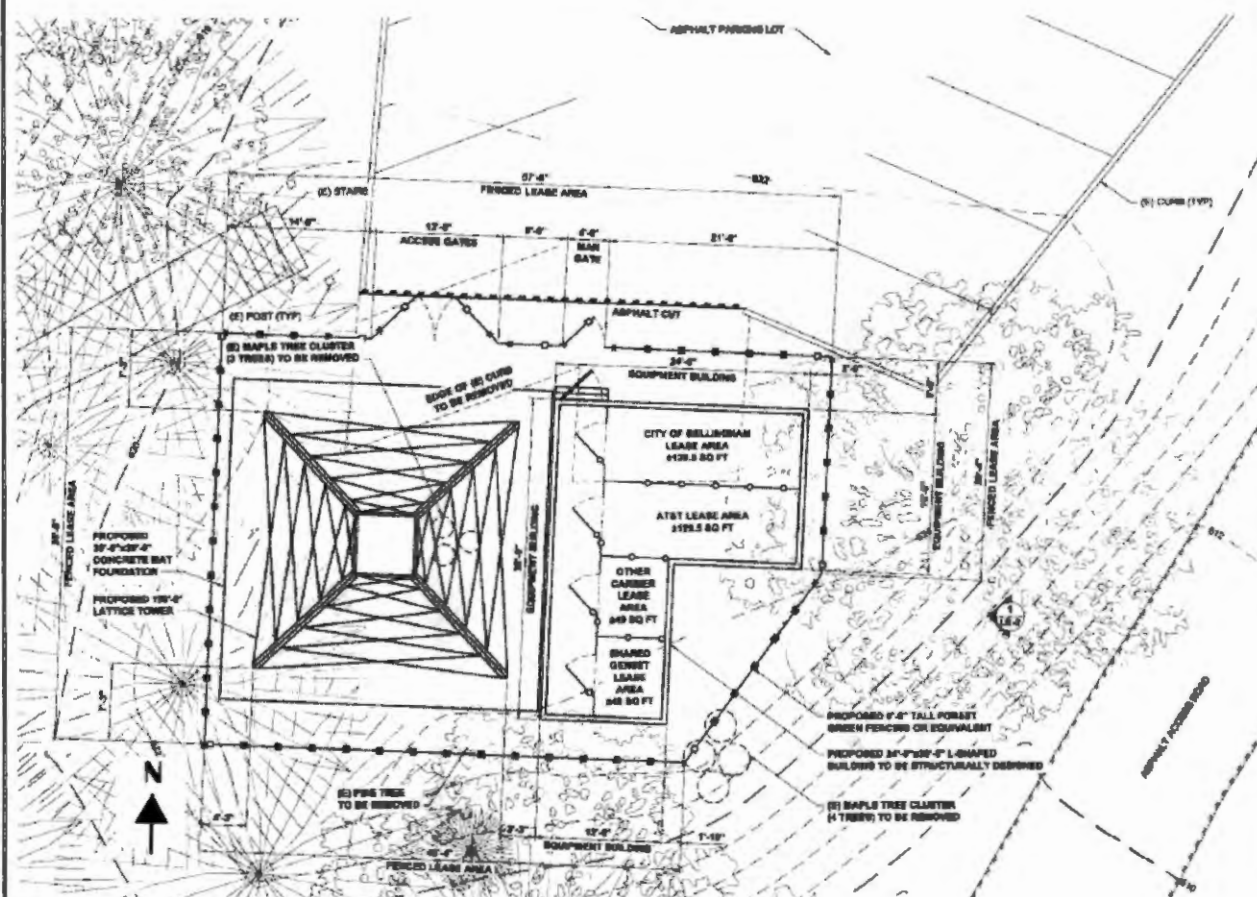


EXHIBIT 2

Description of Facilities Replacement Project

Page 2 of 2

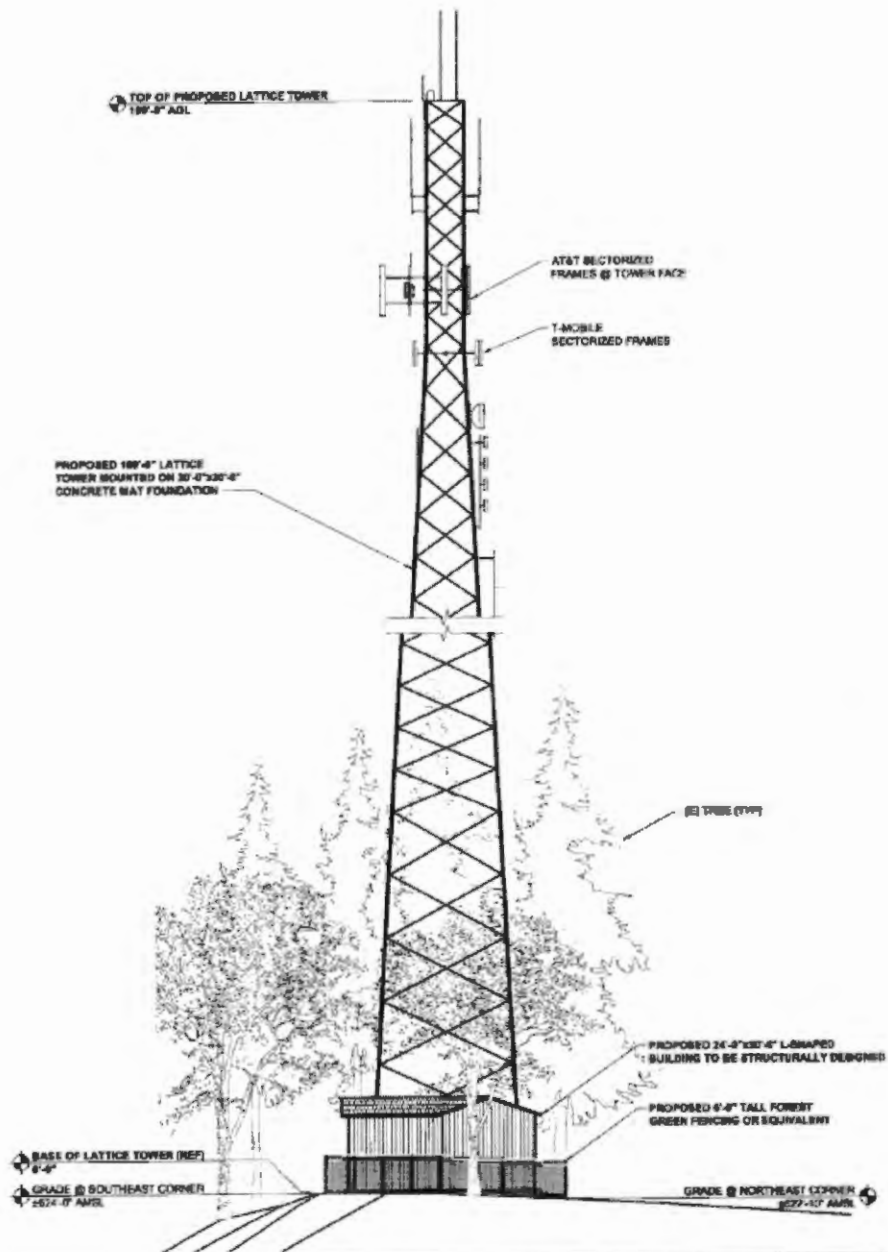


EXHIBIT 3
to
FIRST AMENDMENT TO
OPTION AND LEASE AGREEMENT FOR TELECOMMUNICATIONS SITE
(CITY CONTRACT # 1998-0226)
(Sehome Tower)

Preliminary Cost Estimate for Facilities Replacement Project

Page 1 of 2



**City of Bellingham New Site Construction and Existing Site Decom
Prelim SOW & Estimate**

Note: This is not a quote. Westtower was asked to provide preliminary scope and approximate corresponding pricing to assist numerous parties with budget forecasts. This document is provided in consideration of that request.

City of Bellingham Tower

Site address: 600 25th Street, Bellingham WA. 98226
Site Type: New shelter with tower / Decom existing shelter and tower

General Scope Summary

New construction- Construct new shelter and 199' tower with foundation in designated location at top of parking lot. New power and Fiber from existing transformer fiber vault. Includes installing new RF coax and antennas on tower (labor only) for the City of Bellingham. **Note:** Additional Carrier (Including AT&T) and unknown tenants RF and radio equipment install on tower or within shelter not included in estimate. This estimate is a "site ready" infrastructure for tenant relocation/new tenant install i.e. new tower, shelter, power, fiber, HVAC and single shared emergency power backup generator only.

Decom- Remove existing shelter and tower, coax and antennas located at lower end of parking lot. Restore to original condition and/or provide additional parking spaces.

Reference Documents Available

Per site walk 7/24/14 only.

New Site Construction

Clear and grub site.

Re route power (4 meters) and fiber to new site location- include trenching and asphalt repair as needed.

Install new shelter - include electrical and fiber to each room in shelter.

Install new tower and mat foundation with rock anchors.

Install 150kw (assumed) generator and 2000 gal tank (3-4 day run time estimated).

Install grounding- trenching included.

Install fence, gravel and landscaping.

Labor Estimate total: \$682,000.00

RF Requirements

New construction

City of Bellingham- Install new coax and antennas in locations provided by the City of Bellingham. All shelter equipment provided and installed by others

Labor Estimate total: \$24,000.00

Decom Construction

Remove and dispose of:

Existing shelter.- Equipment in shelter to be removed by others

EXHIBIT 3

Preliminary Cost Estimate for Facilities Replacement Project

Page 2 of 2

Existing tower. - Coax and antennas included
Tower foundation 12" below grade.
Generator and fuel tank. Include any foundation.
Fence and construction debris.

Restore any landscaping needed.

Add new asphalt for parking over decom site.

Adjust/raise existing drain for new parking site.

Estimate total: \$154,000.00

Total Labor: \$871,000.00

Material Estimate: \$510,000.00 (tower, foundations, generator, electrical/fiber, HVAC & fencing)

Total "site ready" infrastructure Estimate: \$1,381,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
018566-GAW-CRT-15-16	INSURER(S) AFFORDING COVERAGE INSURER A : Old Republic Insurance Company	NAIC # 24147
INSURED New Cingular Wireless PCS, LLC One AT&T Plaza 208 South Akard Street Room 2731 Dallas, TX 75202	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:**

CHI-006462034-01

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		MWZY 304717	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		MWTB 304716 MWZX 304718 (MI) See Attached	06/01/2015 06/01/2015	06/01/2016 06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	MWC 304719 00	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Workers' Compensation / Employers' Liability		MWXS 304720 (OH-WA) See Second Page	06/01/2015	06/01/2016	EL Each Accident / EL Disease 1,000,000 EL Disease-Policy Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: WA-282-01, FA# 10013371, 2221 Pacific Street, Bellingham, WA 98226

City of Bellingham is/are included as Additional Insured under the General Liability policy but only with respect to the requirements of the contract between the Certificate Holder and the Insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Bellingham Attn: Mary Newby 2221 Pacific Street Bellingham, WA 98229	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: 018566

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED New Cingular Wireless PCS, LLC One AT&T Plaza 208 South Akard Street Room 2731 Dallas, TX 75202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation - MWXS 304720 (OH-WA)

Self Insured Retentions

OH & WA - \$500,000,000 (except Terrorism)

OH & WA - \$600,000,000 Terrorism

Excess Automobile Liability - MWZX 304718 (MI)

Combined Single Limit - \$1,000,000

Self Insured Retention - \$1,000,000

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED WHERE REQUIRED
UNDER CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph 2. of **SECTION II - WHO IS AN INSURED** is amended to include any person or organization for whom you have agreed under contract or agreement to provide insurance. However, the insurance provided shall not exceed the scope of coverage or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

Where required by contract, we will consider our policy to be primary under any other insurance maintained by the additional insured for injury or damage covered by this endorsement and that their policy will be noncontributing with this insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com 018566-GAW-CRT-15-16 : X WNewb	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Old Republic Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 24147
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COVERAGES **CERTIFICATE NUMBER:** CHI-006462146-04 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MWZY 304717	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		MWTB 304716 MWZX 304718 (MI) See Attached	06/01/2015 06/01/2015	06/01/2016 06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	MWC 304719 00	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Workers' Compensation / Employers' Liability		MWXS 304720 (OH-WA) See Second Page	06/01/2015	06/01/2016	EL Each Accident / EL Disease 1,000,000 EL Disease-Policy Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: WA282 Bellingham, 600 25th Street, Bellingham WA 98225 (aka Sehome Hill); FA# 10013371

City of Bellingham is/are included as Additional Insured under the General Liability policy but only with respect to the requirements of the contract between the Certificate Holder and the Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Bellingham Attn: Mary Newby 2221 Pacific Street Bellingham, WA 98229	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: 018566

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Subsidiaries of AT&T One AT&T Plaza 208 South Akard Street Room 2731 Dallas, TX 75202
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation - MWXS 304720 (OH-WA)
Self Insured Retentions
OH & WA - \$500,000,000 (except Terrorism)
OH & WA - \$600,000,000 Terrorism

Excess Automobile Liability - MWZX 304718 (MI)
Combined Single Limit - \$1,000,000
Self Insured Retention - \$1,000,000

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

All Persons or Organizations as Required by Written Contract or Agreement. In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.