

**Fill in this information to identify the case:**

Debtor McLeodUSA Telecommunications Services, L.L.C.

United States Bankruptcy Court for the: Southern District of New York  
(State)

Case number 19-22355

## Official Form 410

## Proof of Claim

04/16

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>2001 Sixth LLC, a Delaware limited liability company</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>See summary page</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b> See summary page	<b>Where should payments to the creditor be sent? (if different)</b>
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>206 777 7536</u> Contact email <u>mark.northrup@millernash.com</u>	Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _
<b>7. How much is the claim?</b>	\$ <u>See summary page</u> . <b>Does this amount include interest or other charges?</b> <input type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>Lease</u>
<b>9. Is all or part of the claim secured?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b> <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
<b>10. Is this claim based on a lease?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____
<b>11. Is this claim subject to a right of setoff?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/12/2019  
MM / DD / YYYY

/s//s/ Mark D. Northrup  
Signature

Print the name of the person who is completing and signing this claim:

Name /s/ Mark D. Northrup  
First name Middle name Last name

Title Attorney

Company Miller Nash Graham Dunn LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 759-8815 | International (424) 236-7262

<b>Debtor:</b> 19-22355 - McLeodUSA Telecommunications Services, L.L.C. <b>District:</b> Southern District of New York, White Plains Division		
<b>Creditor:</b> 2001 Sixth LLC, a Delaware limited liability company Mark D. Northrup Miller Nash Graham Dunn LLP 2801 Alaskan Way Suite #300 Seattle, WA, 98121-1128 USA <b>Phone:</b> 206 777 7536 <b>Phone 2:</b>  <b>Fax:</b> 206 340 9599 <b>Email:</b> mark.northrup@millernash.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Other Names Used with Debtor:</b> Sixth and Virginia Properties, a Washington general partnership	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Lease	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> Contingent on lease rejection	<b>Includes Interest or Charges:</b> None	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> Yes <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> /s/ Mark D. Northrup on 12-Jul-2019 2:38:47 p.m. Eastern Time <b>Title:</b> Attorney <b>Company:</b> Miller Nash Graham Dunn LLP		

## WESTIN BUILDING TELECOMMUNICATIONS FACILITY LEASE

1. Lease dated July 1, 2004 (the "Lease"). SIXTH & VIRGINIA PROPERTIES, a Washington General Partnership, ("Owner") leases to McLeodUSA Telecommunications Services, Inc., an Iowa Corporation ("Tenant") and Tenant leases from Owner Cabinet 3000-20 (Cabinet 3000-20) ("Premises") as depicted on the attached Exhibits A and B, located in Suite 3000 of the Westin Building ("Building") located at 2001 Sixth Avenue, Seattle, Washington and legally described on Exhibit A. Owner represents that the Building is or will be in material compliance with all applicable laws, ordinances, and codes in effect on the Commencement Date, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12,101 et seq.) (the "ADA"), and with all applicable restrictions and covenants.

2. Term. The term of this Lease (hereinafter "Lease Term") shall be three (3) years and shall commence on the date of execution of this Lease (the "Commencement Date") and end on the last day of the thirty-sixth (36<sup>th</sup>) full month thereafter. If Tenant remains in the Premises after the expiration of the Lease Term, this Lease shall automatically renew for a period of one (1) year (the "Renewal Period") unless Tenant gives written notice to Owner, within thirty (30) days after the expiration of the original Lease Term, requesting a month-to-month lease term. If this Lease is automatically extended for one (1) year pursuant to this Article, any further occupancy of the Premises after the expiration of the Renewal Period shall further automatically renew this Lease for an additional one (1) year period (the "Second Renewal"). Tenant shall not extend this Lease beyond the expiration date of the Second Renewal. Tenant's continued occupancy of the Premises pursuant to any term of this Article is subject to all of the terms of this Lease, except the term, and except that the Rent for either the (i) Renewal Period; and/or (ii) the Second Renewal shall be at the then fair market rental for such premises, to be conclusively determined by the rents shown on the then current Westin Building Telecommunications Facility Rent Schedule for similar spaces for one year terms. If Tenant occupies the Premises under a month-to-month extension of this Lease, Tenant's occupancy is subject to all terms of this Lease, except the term, and except that the Rent for each month of any such continued occupancy shall be 150% of the Rent in effect during the last full month of the Lease Term.

3. Monthly Rent. Tenant agrees to pay to Owner rent in the amount of \$2,645.00 per month ("Rent") as shown on the current Westin Building Telecommunications Facility Rent Schedule attached to this Lease as Exhibit C ("Current Rent Schedule"), prorated for any partial months. Rent shall be paid in advance on or before the first day of each calendar month during the Lease Term (or the Extended Term, if applicable). It is agreed that since collection of any amount past due imposes an administrative cost on Owner, in addition to all other sums that may be charged by Owner hereunder, Tenant shall pay to Owner a sum equal to Ten Cents (\$0.10) for every Dollar not paid

within 10 days of the date stated on Owner's notice to Tenant regarding any non-payment of Rent ("Owner's Rent Notice"), provided that, if Owner is in receipt of the Rent within fifteen (15) days of the date stated on Owner's Rent Notice, then Owner shall waive late payment penalties a maximum of one (1) time per each calendar year of the Lease Term. All payments, fees, and/or consideration payable under this Lease shall be considered rent unless specified otherwise.

4. Use Permitted On Premises. Installation and operation of Tenant's telecommunications equipment for the purpose of interconnecting to Owner's Network in the Building, and interconnecting with the equipment of other tenants in the Building (subject to Owner's prior approval and payment of applicable fees as shown in Exhibit C), and no other uses. Tenant, and those designated in writing as having authority to have access to the Premises on Tenant's behalf ("Tenant Representatives") shall not use any of the following in the Building or the Premises: explosives, tobacco-related products, weapons of any sort, cameras, video tape recorders, flammable liquid or gases or similar materials, electro-magnetic devices, or other materials or equipment that Owner, at any time and at its sole discretion, deems prohibited. Tenant shall not install equipment in the Premises that is capable of consuming more than 912 watts of electricity at 120 volts per Slot contained in the Premises, or is designed to give off more than 1,950 BTU's of heat per Slot contained in the Premises. No use shall be made of Premises, nor act done in or about Premises, which is unlawful, or which may increase the existing rate of insurance upon the Building. Tenant shall observe such reasonable Rules And Regulations as may be adopted in writing by Owner and provided to Tenant for the safety, care and cleanliness and operation of the Premises or Building and the preservation of good order therein. Tenant shall not make any use of the Premises that interferes, or threatens to interfere with the use of Building by other tenants or damages the reputation of the Building in the reasonable opinion of the Owner, e.g. operation of pornographic services from any equipment in the Premises. Tenant shall not commit or allow to be committed any waste upon Premises, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other tenant in Building, nor shall Tenant, without the written consent of Owner, use any apparatus, machinery, system or device in or about Premises that shall cause any substantial noise, vibration or interfere with the maintenance or operation of the Building, or other Tenants' operations in the Building, including but not limited to the roof, MATV, CATV or other video systems, HVAC systems, electronically controlled elevator systems, computers, telephone systems, or any other system serving the Building and/or its occupants, or the operation of any radio or telecommunication equipment installed by or on behalf of Owner, or other tenants. If any of Tenant's equipment should disturb the quiet enjoyment of any other tenant in Building, then Tenant shall provide adequate insulation or take such other action as may be necessary to eliminate the disturbance. Upon notice of any such interference, Tenant shall immediately cooperate with Owner to identify the source of such

interference and shall, within twenty-four (24) hours, cease all operations of the source of the interference (except for testing as approved by Owner) until the interference has been corrected to the reasonable satisfaction of the Owner. Tenant shall be responsible for all costs associated with any tests deemed reasonably necessary to resolve any and all interference as set forth in this Lease. In the event that there has been a determination by Owner in good faith that Tenant is responsible for interference that has not been corrected within three (3) days of notice to Tenant, Owner may (i) require Tenant to remove the specific items from the Tenant's equipment causing such interference, or (ii) eliminate the interference at Tenant's expense. Tenant shall indemnify Owner and hold Owner harmless from all claims arising from any such interference by Tenant.

5. Relocation of Premises. Owner reserves the right, upon sixty (60) days prior written notice and at its expense, to relocate any of Tenant's equipment from the Premises to a comparable new premises in the Building ("Equipment Relocation"); provided, however, that in the event of an emergency, Owner reserves the right to perform Equipment Relocation with such advance notice to Tenant as is practicable under the circumstances. Owner agrees to reimburse Tenant for any direct damages to Tenant's equipment where such damage is a direct result of Owner's negligence or willful misconduct in connection with such Equipment Relocation. No other payments shall be made by Owner to Tenant with respect to damages arising out of such Equipment Relocation, including without limitation compensation for any lost business or lost profits due to damaged or malfunctioning equipment, as a result of any such Equipment Relocation. In the event Owner shall undertake an Equipment Relocation: (i) Owner shall use commercially reasonable efforts to move Tenant's equipment to a location which shall afford comparable connectivity to Owner's Network as the Premises; and (ii) Owner and Tenant agree to work together in good faith to prevent any disruption of Tenant's services as a result of such relocation, it being understood that such satisfactory arrangements are a condition to relocation of Tenant's equipment.

6. Security Deposit. Concurrently with the execution of this Lease, Tenant shall deliver to Owner a deposit equal to one (1) months rent as security for the performance by Tenant of every covenant and condition to be performed by Tenant under this Lease. The deposit may be commingled with other funds of Owner, and Tenant shall not be entitled to interest thereon. If Tenant shall default under this Lease and such default is not cured within thirty (30) days written notice, Owner may apply, but shall not be required to apply whole or any part of the deposit to the payment of any sum in default, and any other reasonable amounts which Owner may be required to spend by reason of Tenant's default. In the event Owner uses all or part of the deposit, Tenant shall replenish the amount so used within thirty (30) days of Owner's written demand. Should Tenant comply with all of the obligations of this Lease, the deposit shall be returned to Tenant promptly at the end of the Lease Term.

7. Meet-Me Room Connectivity. Initially, Tenant has elected not to have controlled connectivity to the Copper/Fiber Meet-Me Room (the "Meet-Me Room") from the Premises. Tenant reserves the right to request such connectivity in the future and Owner will accommodate such requests to the extent possible. At such time, Tenant shall pay the charges for such connectivity set forth on Exhibit C. Tenant agrees that any such Meet-Me Room connectivity is a privilege and not a right, and that Owner may exclude Tenant from Meet-Me Room connectivity for cause. Owner shall not be liable for damages, nor shall the rental herein reserved be abated, for Owner's failure to provide Meet-Me Room connectivity, functions and services, nor shall the temporary failure to furnish any of such services due to such events be construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing any of the provisions of this Lease. Tenant shall not have a right of access to the Meet-Me Room except with an escort provided by the Building at Tenant's expense. Any actions necessary in the Meet-Me Room to establish Tenant's connections with other users shall occur pursuant to procedures and charges established by the Owner that may change from time to time.

8. Roof Space. Tenant has not elected to rent additional space on the rooftop of the Building. The Premises do not include any space on the roof or the ability to connect to any rooftop facilities. Any rooftop access or connectivity shall be pursuant to additional written agreements executed by Tenant and Owner.

9. Possession. In the event of Owner's inability to deliver possession of the Premises at the start of the Lease Term, Owner shall not be liable for any damage caused thereby, nor shall the Lease Term be extended, but in such event, no rental shall be payable by Tenant to Owner for the portion of the Lease Term prior to delivery of the Premises to Tenant, but shall be prorated to reflect such delay. Provided, in the event that Owner fails to deliver possession of the Premises within thirty (30) days of the Commencement Date for any reason other than a delay caused by Tenant, Tenant may terminate this Lease upon written notice to Owner.

10. Services Provided By Owner. Owner shall, at its sole cost and expense, maintain the Premises and the Building in a first class order and condition, except for damage occasioned by the acts of Tenant, Tenant's Representatives and Tenant's agents, employees, invitees and customers. Owner shall provide common drinking, toilet, and lavatory facilities with hot and cold water on the floor where the Premises are located, electric lighting service for all public portions of the Building, and to the extent the Building contains elevators, automatic passenger elevator service and freight elevator service (in common with other tenants) at all times for access to and egress from the Premises. Owner shall maintain the fire suppression systems, heating and ventilation, electrical and mechanical systems on and serving the Premises. Owner shall furnish the suite in which the Premises are located with building standard janitorial service. Owner shall furnish the Premises with HVAC, lighting and electricity as may be reasonably required for the use of the Premises on a 24 hour a day,

seven day a week basis. For each Slot included in the Premises, Owner shall provide seven and six tenths (7.6) amperes of 208/120-volt power. Tenant may purchase from Owner additional power in ten (10) ampere units that will initially be charged to Tenant pursuant to the then current Westin Building Telecommunications Facility Rent Schedule.

Charges for this additional electricity will thereafter change from time to time as changed on that schedule to reflect increases in Owner's cost of electricity. Owner reserves the right to separately meter the Premises for any additional power provided to the Premises pursuant to this Article and charge the cost of such additional power to Tenant as additional Rent. Except as provided below, Owner shall not be liable for damages, nor shall the rental herein reserved be abated, for failure to furnish or delay in furnishing any of the foregoing services, nor shall the temporary failure to furnish any of such services due to such events be construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing any of the provisions of this Lease.

Tenant shall be entitled to a proportionate abatement of rent in the event that, due to the failure of any utility system located serving the Premises and under Owner's control, or due to Owner's negligence or willful acts, Tenant is deprived of the use of any utility for a continuous period of seventy-two (72) hours or longer, calculated for the entire time the interruption occurs. In the event that such interruption continues for a period of thirty (30) days, Tenant may terminate this Lease upon written to Owner. Owner shall notify Tenant, no less than seventy-two (72) hours in advance, of any planned power outages that may affect the Premises.

11. Repairs And Alterations. Subject to satisfactory completion of the Initial Owner's Work as defined and set forth below, and to latent defects that reasonable inspection would not have revealed, Tenant accepts the Premises; Building; Meet-Me Room; and the Building wiring chases and corridors ("Building Spaces"), "AS IS," and agrees that the Premises are in a good and tenantable condition. Owner makes no warranty or representation that the Building, Meet-Me Room or the Building Spaces are suitable for Tenant's purposes. Tenant shall not remove existing improvements, or alter or improve the Premises or any Racks housing the Premises in any way without the written approval and consent of Owner in its reasonable discretion. Tenant may request that Owner improve or alter the Premises ("Owner's Work"). Tenant shall provide Owner with detailed plans and specifications of any requested Owner's Work and the reason behind its request. No later than ten (10) business days after receipt of such plans and specifications, Owner shall notify Tenant of its approval of the requested Owner's Work, or of any changes required thereto ("Owner Response"). Owner shall have the right to deny any such request in its reasonable discretion. The Owner Response shall include any charges payable by Tenant in order for Owner to complete Owner's Work and a projected completion date for Owner's Work. In the event that Tenant elects to proceed with the Owner's Work, Tenant shall reimburse Owner for the full cost thereof within thirty (30) days after receipt of Owner's invoice therefor. All damage or injury to the Premises caused by the negligence or willful acts of Tenant, Tenant's representatives, or by any persons who may be in or upon Premises with the consent of Tenant, shall be paid for by Tenant (or, if applicable, Tenant's

insurer). Owner may make any alterations or improvements to the Premises and or the Building which Owner may deem necessary for the preservation, safety or improvement of the Premises or Building; provided that Owner shall use reasonable efforts not to interfere with or interrupt the conduct of Tenant's business at the Premises. All alterations, additions and improvements to the Premises, except trade fixtures and equipment (installed by Tenant and removable without damage to the Premises or Building), shall become the property of Owner at the expiration or earlier termination of the Lease. Owner shall cause any and all work performed pursuant this Article 11 to be completed in a legal and workman-like manner. Within ten (10) days of execution of this Lease Owner will, at Tenant's expense, complete the construction described in Exhibit C, Section 5 (the "Initial Owner's Work").

12. Entry and Inspection. Owner may make periodic inspections of any part of Tenant's equipment upon reasonable advance notice to Tenant, and Tenant shall have the right to be represented during such inspections; provided, however, that if, in Owner's judgment, such notice is not commercially practicable, Owner may make such inspection immediately but shall thereafter provide notice of the inspection to Tenant. The making of periodic inspections or the failure to do so shall not operate to impose upon Owner any liability of any kind whatsoever, nor relieve Tenant of any responsibility, obligation or liability assumed under this Lease. If any part of Tenant's equipment is not installed and maintained in accordance with the terms and conditions of this Lease, and Tenant has not corrected such non-compliance within ten (10) days after notice from Owner, Owner may, at its option: (i) terminate this Lease; or (ii) correct the condition at Tenant's expense. If such condition poses an immediate threat to the safety of Owner's employees or the public, interferes with the performance of Owner's network facilities, or poses an immediate threat to the physical integrity of Owner's facilities, Owner may, without providing Tenant prior notice, perform such work and take such action that it deems reasonably necessary ("Corrective Action"). In the event Owner or its agents shall engage in such Corrective Action, Owner or agents shall not be liable for damage to Tenant's equipment or for any interruption of Tenant's services. As soon as practicable after taking such Corrective Action, Owner will advise Tenant in writing of the work performed or the action taken and Tenant shall promptly reimburse all reasonable expenses incurred by Owner in connection therewith.

13. Access. Tenant's access to the Suite in which the Premises are located is non-exclusive. Tenant, and Tenant's representatives will limit their presence in the Building to those areas where they have legitimate business related activities. Tenant agrees to comply with the requirements of any Rules And Regulations of Owner. A current copy of the rules and regulations, which are subject to change at Owner's reasonable discretion (provided changes to such Rules and Regulations shall not materially diminish Tenant's use and enjoyment of the Premises), are available from the Owner. All work in the Building and Premises by or on behalf of Tenant shall be performed in a safe and workmanlike manner. Tenant's authorized representatives shall have access to the Premises and Building during normal business hours. Tenant

shall comply with Owner's security procedures for the Premises and Building and agrees that only authorized engineers, employees or agents of Tenant will be permitted to enter the Premises and Building, and only upon conditions set forth herein. Except in the event of an emergency, Tenant agrees to give at least two (2) hours notice to Owner of its intent to enter the Premises and Building during normal business hours of 7:00 a.m. to 4:00 p.m., Monday to Friday (except holidays). At the time that such notice is given, Tenant shall inform Owner of the names of the persons who will be accessing the Premises and Building, the reasons for entry, and the expected duration of the work to be performed. In the event of an emergency, Tenant shall give to Owner as much advance notice as reasonably possible of its intent to enter the Premises and Building and, within five (5) business days following such entry, shall provide to Owner a written report detailing the nature of such emergency and the corrective actions taken. In the event of emergency, Owner shall use reasonable efforts under the circumstances to ensure Tenant's prompt access to the Premises. Tenant may, at Owner's reasonable discretion, be required to be accompanied by an escort during access of the Premises and Building; and Tenant agrees to pay the charges for escort services at the rate of \$100 per hour, provided that hourly rates for escort services may be increased by Owner from time to time, but no more than once annually. Owner shall endeavor to make escorts available on a twenty-four (24) hour per day, seven (7) days per week basis, and shall provide specific contact telephone numbers to Tenant.

14. Damage Or Destruction. If the Premises or Building are damaged by fire, wind, or other such casualty, the damage shall be repaired by and at the expense of Owner, provided the cost of such repairs is covered by insurance and such repairs (to restore Premises to usable condition) can be made within sixty (60) days after the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the Rent shall be abated in proportion to the part of Premises that are unusable by Tenant in the conduct of its business. Notwithstanding anything in this Section 14 to the contrary, there shall be no abatement of rent by reason of any portion of the Premises being unusable for a period equal to one day or less. Owner's election to make repairs must be evidenced by written notice to Tenant within thirty (30) days after the occurrence of the damage. If such repairs cannot be or are not, as the case may be, made within sixty (60) days, or the cost of such repairs are not covered by insurance and Owner does not elect to make such repairs, then either party may, by written notice to the other, terminate this Lease. A total destruction of the Building shall automatically terminate this Lease.

15. Indemnity, Release, Loss and Waiver of Subrogation. Tenant shall defend and indemnify Clise Agency Inc. and Owner, and their agents, employees, officers, directors, shareholders, members and partners (collectively "Releasees") and hold Releasees harmless from and against any and all liability, damages, costs, or expenses, including attorneys' fees, arising from any act, omission or negligence of Tenant or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Tenant in or about

Building, or arising from any accident, injury (including death), or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises or the Building, provided that the foregoing provision shall not be construed to make Tenant or any of its successors, assigns, officer, directors, parent company or affiliates responsible for loss, damage, liability, or expense resulting from damage to property of and injuries to third parties (including Tenant's employees) caused by the gross negligence or willful misconduct of Releasees. Owner shall not be responsible for providing security and Tenant hereby releases Owner from any claim for damage or loss of property that may arise as a result of vandalism, theft or other criminal activity in or about the Building or Westin Building Garage. Owner and Tenant release each other, and their respective authorized representatives, from any claims for damage to any person or to the Premises and the Building, including loss of income, that are caused by or result from risks insured under the terms of this Lease under any property insurance policies carried or to be carried by either of the parties, but only to the extent of available insurance proceeds. To the extent that any risks covered by this Section are in fact covered by insurance, the parties shall cause their insurance carriers to consent to such release and waiver and to waive all rights of subrogation against Releasees.

SUBJECT TO THE INDEMNIFICATION PROVISIONS IN THE PRECEDING PARAGRAPH AND ELSEWHERE IN THIS LEASE AND WITHOUT WAIVER OF ANY CONTRIBUTION OR SIMILAR RIGHTS OR DEFENSES IN CONNECTION WITH CLAIMS BROUGHT BY THIRD PARTIES, AND EXCEPT WITH REGARD TO TENANT'S BREACH OF ITS OBLIGATIONS SET FORTH IN SECTIONS 17 AND 26 OF THIS LEASE, NEITHER PARTY, OR THEIR RESPECTIVE AFFILIATES OR CONTRACTORS, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THIS LEASE, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED (E.G. BREACH OF LEASE, NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, INTENTIONAL, ETC.) AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

16. Insurance. Tenant shall procure and maintain throughout the Lease Term, the following insurance as provided by insurance companies reasonably satisfactory to Owner: (1) Standard form property insurance insuring against the perils of fire, vandalism, and malicious mischief extended coverage ("special form") covering all Tenant's equipment located in the Premises in an amount not less than its full replacement cost, less Tenant's deductible; and (2) Commercial general liability insurance insuring against any liability arising out of the license, use or occupancy of the Premises the Building or Building spaces by Tenant in an amount of not less than \$2,000,000 combined single limit coverage for injury or death of one more persons in an occurrence, and for damage to tangible property (including loss

of use) in an occurrence. Prior to taking possession of the Premises, Tenant shall provide a certificate of insurance evidencing the above requirements and in the case of subsection (2) above, the policies shall (a) list Owner and Clise Agency Inc. as an additional insured and (b) contain a provision that such insurance shall be primary and noncontributing with any other insurance obtained by Owner. All such policies shall require notice to Owner of not less than sixty (60) days prior to any cancellation or material change in any coverage and Tenant shall furnish to Owner any renewal certificates prior to the expiration of such coverage.

17. Liens And Insolvency. Tenant shall keep Premises and Building free from any liens or encumbrances arising out of any work performed by Tenant, materials furnished by Tenant, or obligations incurred by Tenant. In the event any such claims or liens shall be asserted or filed by any persons, firms or corporations engaged by or through Tenant to perform labor or professional services or furnish material (collectively, "mechanics liens"), Tenant shall pay off, or cause the same to be discharged of record by the posting of a bond in accordance with R.C.W. 60.04.161, within thirty (30) days of Owner's written demand, and any failure by Tenant to do so shall constitute a default. Owner shall also have an immediate right to terminate this Lease by giving Tenant notice of its election to do so, if: (i) Tenant makes an assignment for the benefit of creditors, or a receiver is appointed for Tenant's business, and such receiver is not dismissed within sixty (60) days; or (ii) any proceeding is instituted by or against Tenant under any state or federal insolvency or bankruptcy act and any such proceeding, if involuntary, is not stayed or dismissed within sixty (60) days.

18. Tenant's Default And Owner's Re-Entry. If Tenant fails to timely pay Rent hereunder and such failure continues beyond the notice and cure period set forth in Section 3 above, then Tenant shall be in default. Except for events of interference which shall be governed by provisions of Section 4 above, upon Tenant's failure to timely perform its non-monetary obligations under this Lease and failure to cure the same within twenty (20) days of receipt of Owner's written notice of the same, then Tenant shall be in default. Upon any Tenant default, the Owner shall have all remedies available at law and equity and the right, upon lease termination, to remove Tenant's Equipment from the Premises. These remedies shall specifically include the right to elect to terminate this lease, either by notice or by operation of law, and re-enter the Premises while preserving the right to recover damages equal to the full amount of rent reserved through the full term of the lease less any rent actually received upon the reletting of the Premises to third parties, or the fair market rental value of the Premises for the balance of the Term, as the case may be.

19. Reserved.

20. Surrender of Possession. Upon expiration of the term of this Lease, Tenant shall promptly and peacefully surrender Premises to Owner in good and clean condition and shall have removed its equipment, wherever located in the Building. If Tenant fails to remove its equipment within fifteen (15) days following the expiration of this Lease, such

equipment shall be deemed abandoned; and Owner may, without liability, remove and store such equipment, and Tenant shall reimburse Owner for all costs associated therewith.

21. Costs And Attorneys' Fees. If Tenant or Owner shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Owner for the recovery of rent or possession of Premises, the prevailing party shall be awarded a reasonable sum for attorneys' fees and costs in such suit, including fees incurred in appeals. Owner shall recover attorneys' fees incurred by it in bankruptcy proceedings in which Tenant is the debtor.

22. Non-Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Owner shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted regardless of Owner's knowledge of such preceding breach at the time of acceptance of such rent.

23. Assignment And Subletting. Tenant shall not sublease the whole or any part of the Premises. Tenant shall not assign, mortgage, encumber or otherwise transfer this Lease without in each case first obtaining Owner's written consent, which consent shall not be unreasonably withheld. No such assignment or other transfer shall relieve Tenant of any liability under this Lease. Owner's Consent shall not operate as a waiver of the necessity for consent to any subsequent assignment or transfer. Each request for an assignment must be accompanied by a Processing Fee, of Seven Hundred Fifty Dollars (\$750). Except as specifically provided below in this Section 23, if Tenant is a corporation, partnership, limited liability company or other entity, any transfer of this Lease by merger, consolidation or liquidation, or any change in the ownership of, or power to vote, a majority of its outstanding voting stock or other beneficial ownership interests, shall constitute an assignment for the purpose of this Section. As a condition to Owner's approval, any potential assignee otherwise approved by Owner shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant for the payment of Rent and performance of all terms, covenants and conditions of this Lease. Notwithstanding the preceding, Tenant may, without Owner's prior consent, but upon notice to Owner and payment of the Processing Fee, assign this Lease in its entirety to any entity that is controlling, controlled by, or under common control of Tenant, or to any entity into which Tenant is merged or consolidated, provided that such assignee has a tangible net worth that is equal to or greater than Tenant's. Tenant shall provide evidence of such net worth to Owner within five (5) days of Owner's request therefor. Such assignment shall not relieve Tenant of its obligations hereunder. Owner may assign or otherwise transfer its right, title and interest in this Lease upon thirty (30) days notice to Tenant. If Owner assigns its right, title and interest in this

Lease pursuant to this Section 23, transfers Tenant's security deposit to the successor owner and the successor owner assumes in writing Owner's obligations under this Lease, then Owner is immediately released from further responsibility hereunder, and Tenant agrees to look solely to any successor owner for performance of Owner's duties under this Lease and for the redress of any breach by Owner occurring prior to or after the transfer.

24. Successors. Subject to the preceding Section, all of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Owner and Tenant and their respective heirs, executors, administrators, successors and assigns.

25. Sales and B&O Tax. If any governmental authority or unit under any present or future law effective at any time during the term of this Lease shall in any manner levy a tax on in any form against Owner because of, or measured by, income derived from Tenant of any nature whatsoever, (including any business and occupation, sales or use tax, but specifically excluding income taxes), the amount of the next succeeding month's Rent following payment of such tax by Owner shall be increased by an amount equal to such tax paid by Owner. In the event that it shall not be lawful for Tenant to pay such tax, the rental payable to Owner under this Lease shall be revised to net Owner the same net rental after imposition of any such tax as would have been payable to Owner prior to the imposition of any such tax. Tenant shall not be liable to pay any amount because of income tax of a general nature applicable to Owner's various interests or sources of income.

26. Subordination and Nondisturbance; Estoppel.

a. Subordination. This Lease shall be subject and subordinate to any first mortgage or deed of trust now existing or hereafter affecting the Building, and to any and all advances to be made thereunder, and to interest thereon and all modifications, renewals, refinances and replacements or extensions thereof ("Owner's Mortgage"), provided that a condition precedent to Tenant's agreement to subordinate this Lease pursuant to this Section 26 shall be Tenant's receipt of written assurance by the mortgagee or beneficiary of any deed of trust that in the event of a foreclosure sale or deed in lieu of foreclosure, for so long as Tenant is not in default under the terms, covenants and conditions of this Lease, this Lease shall continue in full force and effect as a direct lease between the Tenant and Owner or succeeding owner of the Premises.

b. Foreclosure, Nondisturbance and Attornment. In the event of a foreclosure under Owner's Mortgage, this Lease shall continue in full force and effect, Tenant's possession of the Premises shall not be disturbed provided Tenant is not in default under this Lease beyond all applicable notice and cure periods, Tenant will attorn to and recognize the mortgagee or purchaser at a foreclosure sale as Tenant's landlord for the remainder of the Lease Term. If any mortgagee of the Land and the Building wishes to have this Lease prior to the lien of its mortgage, then and in such event,

upon such mortgagee notifying Tenant to that effect, this Lease shall be deemed prior to the lien of such mortgage.

c. Self-Operating. Sections 26(a) and 26(b) are self-operating; provided, however, Tenant shall promptly execute and deliver any commercially reasonable document required by Owner or the holder of Owner's Mortgage necessary to confirm the agreement set forth in Sections 26(a) and 26(b). Such document (a "Subordination, Non-Disturbance and Attornment Agreement") may also contain, at the option of Owner's mortgagee, such further assurances by Tenant to Owner's mortgagee as are reasonable, usual or customary in the commercial lending industry (e.g., assurances by Tenant to Owner's mortgagee that this Lease shall not be amended or terminated without its consent, that Tenant shall provide Owner's mortgagee with notice and opportunity to cure any default under this Lease by Owner, and that any defaults by Owner under the Lease shall not be offset against the rent due from Tenant).

d. Estoppel Certificate. Tenant shall, within twenty (20) days after receiving a written request from Owner, execute and deliver to Owner a written statement, which may be relied upon by Owner and any third-party with whom Owner is dealing, certifying the following: the accuracy of the Lease; the commencement date and expiration date of the Lease; that the Lease is unmodified and in full force and effect, or in full force and effect as modified, setting forth in detail the date and nature of the modification; whether to Tenant's knowledge, Tenant is in default or whether Tenant has any claims or demands against Owner and, if so, specifying the default, claim or demand; and other correct and reasonably ascertainable facts which are covered by the terms of this Lease; and such other reasonable, usual or customary assurances as may be requested by a third party intending to rely upon the validity and/or security of this Lease.

27. Condemnation. In the event that during the term of this Lease all of the Westin Building (or any portion of the Westin Building the taking of which adversely affects the ability of the Tenant to use the Premises for the use allowed hereunder, or adversely affects the ability of the Owner to continue to allow the use of the Premises by the Tenant for the use allowed hereunder) is taken by condemnation, or in lieu of condemnation, then this Lease shall be terminated as of the date the condemnor takes possession. Any award arising from the taking shall belong to and be paid to Owner except that Tenant shall retain its right to relocation assistance benefits.

28. Rent Adjustment. To compensate for any increases in the cost of electricity, the parties agree that ten percent (10%) of the Monthly Rent is attributable to Owner's cost of electricity being supplied to Tenant ("Electrical Component"). Effective on the date of any future increase in electrical rates to Owner, the Monthly Rent shall be increased by increasing the Electrical Component by the cumulative percentage increase in the cost of electricity since the effective date of this Lease. For example if Monthly Rent starts at \$500 with an Electrical Component of \$100, and electrical rates have

increased twice for a total increase of 18% since the effective date of the Lease, the Monthly Rent would increase to \$518.

29. Hazardous Substances. As used herein, the term "Hazardous Materials" means (i) any hazardous or toxic wastes, materials or substances that are, or may become, regulated by any applicable local, state or federal laws. Tenant agrees that there shall be no use, presence, disposal, storage, generation (collectively "Hazardous Use"), or intentional release, as defined in 42 U.S.C. Section 9601 (22), or any successor(s) thereto, or threatened Release of Hazardous Materials on, from or under the Premises. If at any time during the term Tenant knows or believes that any Release of any Hazardous Materials has come or will come to be located upon or about the Premises, then Tenant shall, as soon as reasonably possible, either prior to the Release or following the discovery thereof by Tenant, give verbal and follow-up written notice of that condition to Owner. Tenant covenants to investigate, clean up and otherwise remediate any Release of Hazardous Materials caused by Tenant, at Tenant's cost and expense; such investigation, cleanup and remediation shall be performed only after Tenant has obtained Owner's written consent, which shall not be unreasonably withheld; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining Owner's written consent. All cleanup and remediation shall be done to the reasonable satisfaction of Owner. It is the express intention of the parties hereto that Tenant shall be liable under this Section 29 for any and all conditions relating to Hazardous Substances which are caused or created by the maintenance and/or operation of Tenant's Equipment and Tenant's use of the Premises. Tenant shall indemnify, defend protect and hold Owner (including its directors, officers, employees, partners, and agents) harmless from and against any and all claims, judgments, damages (whether direct or consequential), demands, actions, penalties, fines, liabilities, losses, suits, administrative proceedings and costs and expenses (including, but not limited to, attorneys', legal fees and consultants' fees) arising from or related to Hazardous Use or Release of Hazardous Materials on or about the Premises caused by the acts or omissions of Tenant or the maintenance and/or operation of Tenant's Equipment or Tenant's use of the Premises or arising out of any violation or alleged violation by Tenant of any of the laws or regulations referred to in this Section 29, or breach by Tenant of any of the provisions of this Section 29.

30. Miscellaneous Provisions.

a. Notices. All notices under this Lease shall be in writing and delivered: (i) by facsimile; (ii) by private courier service which provides a receipt; or (iii) by registered or certified mail, postage prepaid, return receipt requested. All notices shall be deemed to have been given upon the earlier of: (i) receipt, as evidenced by courier's receipt, certified mail receipt, or written evidence of completion of facsimile transmission; or (ii) if mailed, as provided above, the third day following due deposit in the United States mail. Notices shall be addressed to the other party at

If to Owner:

Sixth & Virginia Properties  
The Westin Building, Suite 300  
2001 Sixth Avenue  
Seattle, WA 98121  
Attn: Building Manager

If to Tenant:

McLeodUSA Telecommunications  
Services, Inc.  
15 E. 5<sup>th</sup> Street  
Suite 1800  
Tulsa, OK 74103

Copy To:

The Law Group  
15 E. 5<sup>th</sup> Street  
Suite 1800  
Tulsa, OK 74103

b. Name of Building. Owner reserves the right in its sole discretion to change the name of Building.

c. Time Of Essence. Time is of the essence of this Lease.

d. Force Majeure. Except for Tenant's obligations of payments due under this Lease, the executory obligations of parties hereunder shall be excused to the extent, but only to the extent, delayed or prevented by reason of Essential Power supply failure, or by labor disturbances or labor disputes of any character, by the inability to secure fuel, supplies, machinery, equipment or labor after reasonable efforts to do so, restrictive governmental laws or regulations, riots, insurrection, war or any other causes beyond the reasonable control of the affected party hereto and which such party could not by reasonable diligence have avoided ("Force Majeur"). The party directly affected by a Force Majeur shall use all reasonable efforts to minimize the effects of the same.

e. Entire Agreement. This Lease together with the Exhibits hereto contains all the covenants and agreements between Owner and Tenant relating in any way to the use and occupancy of the Premises, and all other matters set forth in this Lease. No prior agreements or understandings, whether oral or written, pertaining to this Lease shall be valid or of any force or effect; and the covenants and agreements of this Lease may not be altered, modified or added to except in writing signed by both parties.

f. Advertising. Tenant shall not inscribe any inscription, post, place, or in any manner display any sign, notice, picture, placard or poster, or any advertising matter whatsoever, anywhere in or about Premises or Building at places visible (either directly or indirectly as an outline or shadow on a glass pane) from any where outside Premises without first obtaining Owner's written consent thereto.

g. Venue and Laws. This Lease shall be interpreted under the laws of the State of Washington and the venue and forum for any action relating to this lease shall be King County Superior Court.

h. Equipment Liens. Owner hereby agrees that all Tenant's equipment and other personal property located on the Premises is the sole and separate property of Tenant, and Owner will take no action to sell, convey, assign, or encumber said assets except as expressly permitted herein. Owner specifically waives any landlord's liens or similar liens on Tenant's property, as may be provided by statute.

i. Consent. If consent is once given by either party to this Lease in any instance where consent is required, such consent shall be limited to the particular consent so given and shall not be deemed to bar either party to refuse consent in any other instance hereunder. Whenever consent is to be obtained from a party to this Lease, such consent shall not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, Owner and Tenant have signed this Lease on the dates noted below.

**OWNER:**

**SIXTH & VIRGINIA PROPERTIES,**  
a Washington General Partnership

By Clise Properties, Inc., a Partner

By

Its A.M. Clise Chairman and CEO

Date

7.14.04

State of Washington )

)ss.

County of King )

I certify that I know or have satisfactory evidence that A.M. Clise is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman of CLISE PROPERTIES, INC., a partner of SIXTH & VIRGINIA PROPERTIES, a Washington general partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated

7/14/04



State of

Oklahoma

)ss.

County of

Creek

I certify that I know or have satisfactory evidence that Dot McGraw is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Group Vice Pres of McLeod USA T.S., a Iowa Corp., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated

6/1/2004

**TENANT:**

**McLeodUSA Telecommunications Services, Inc.**  
an Iowa Corporation

By

Its

Date

Group Vice President

6/1/04

APPROVED:

SCF

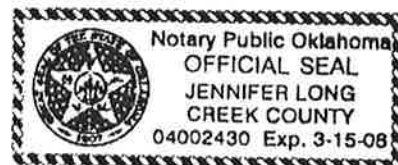
Law Group

Date 5/20/04

Jennifer A. Richards  
Print Name: Jennifer A. Richards  
NOTARY PUBLIC in and for the State of  
Washington, residing at Issaquah, Seattle  
My commission expires: 2/7/07

Jennifer Long

Print Name: Jennifer Long  
NOTARY PUBLIC in and for the State of  
Oklahoma, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_



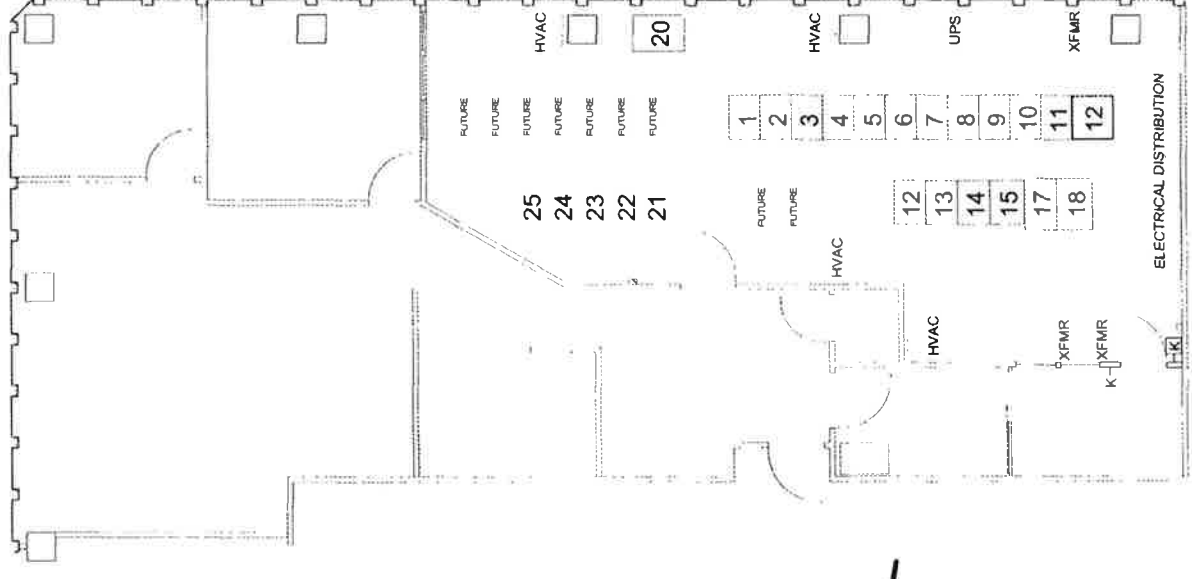
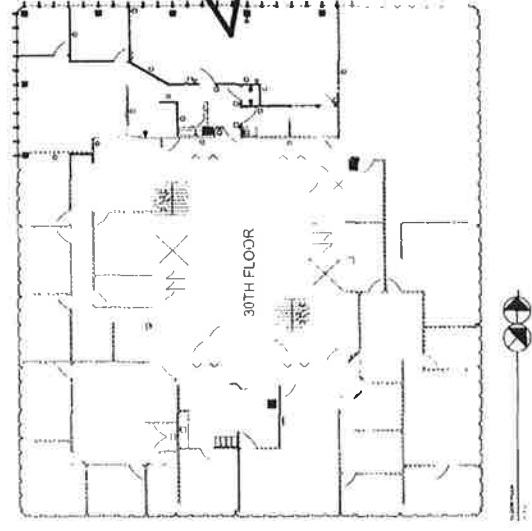
**Legal Description of The Westin Building:** Lots 11 and 12 (less portion for street), Block 15 of Addition to town of Seattle, as laid off by Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), as per plat recorded in Volume I of plats, page 103, records of King County, Washington, situated in King County Washington.

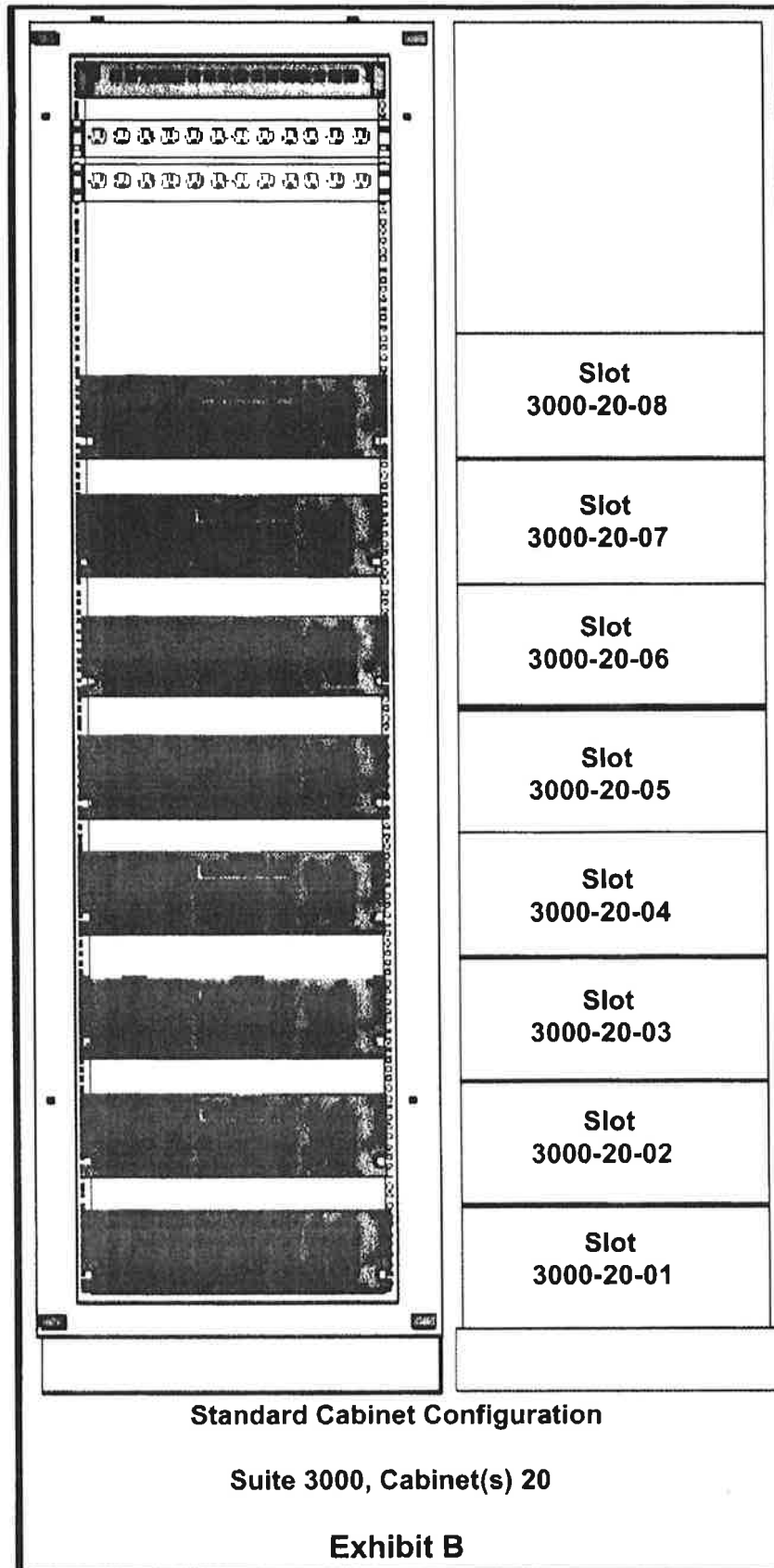
## The Westin Building Telecommunications Facility

### Suite 3000

Floor Plan  
23" Cabinets 20  
19" Cabinets 1-11, 12-15

### Exhibit A





Tenant Name: McLeodUSA Telecommunications Services, Inc.  
Cage/Rack Location: 3000 R20

A	B	C	D	E	F	G
Charge Type	Qty	Description	Unit Price	Build-Out Charges	Total Build-Out Charges	Monthly Rent
Summary of Cabling Related Installation Costs and Monthly Rent						
SECTION 1:						
TSJC	0	1 DS1 cable one time setup fee	\$ 100.00	\$ -		
TSJC	0	1 pair DS3 734 coax cable one time setup fee	\$ 900.00	\$ -		
TSJC	2	2 strand Single Mode Fiber (SMF) one time setup fee	\$ 900.00	\$ 1,800.00		
TSJC	1	1 pair SMF - one time setup fee from premises to SIX closet	\$ 1,000.00	\$ 1,000.00		
					\$ 2,800.00	Includes Sales Tax
SECTION 3: Initial Recurring rent fees for Copper MMR, Fiber MMR & Cabling subject to increase per Article 7						
CABL	2	Monthly rent per fiber pair through building riser to FMMR <sup>A</sup>	\$ 50.00		\$ -	100.00
CABL	0	Monthly rent per DS3 734 coax pair through building riser to CMMR <sup>A</sup>	\$ 50.00		\$ -	-
CABL	0	Monthly rent per DS1 through building riser to CMMR <sup>A</sup>	\$ 15.00		\$ -	-
CABL	1	Rent on 1 SMF pair running from Premises to SIX closet	\$ 45.00		\$ -	45.00
CABF	1	Fiber Cable Vault - 6th Ave - Fiber Building Penetration	\$ 1,000.00		\$ -	1,000.00
CABL	1	Monthly riser rent for existing conduit from basement to 25th floor and extending fiber to 30th floor Premise	\$ 600.00		\$ -	600.00
Summary of Caged Telecommunications Facility Build-Out Costs & Monthly Rent						
SECTION 4: Recurring Telecom Facility Rent						
TELFACRNT	1	Rent for cabinet enclosed space per 23" cabinet <sup>B</sup>	\$ 900.00		\$ -	900.00
SECTION 5: One-time Fee for Build-Out of Cage/Rack <sup>*</sup>						
BUILD						
1						
Build-out charge for additional cabinets in Suite 3000 cost per cabinet includes redundant (2) 110V 30 Amp UPS / Generator backed circuits per cabinet, card key access system, CCTV, Pre-action fire suppression system, HVAC, and common area overhead tray (Tenant is responsible for in cabinet structures and equipment.)						
Build-out charged for related costs to extend Tenant's existing fiber from the 25th floor riser to Suite 3000, Cabinet 20 Premise. Please refer to attach proposal for specific details and pricing. Quote # 6V-2550CB-04C						
					\$ 9,308.74	\$ 9,308.74
					\$ 11,808.74	Non-taxable
SECTION 7: Electrical Usage & Additional Electrical Consumption						
ELEC						
1						
Amount of electrical power included in monthly rent at 30 Amps / 120 volts per cabinet						
Monthly recurring charge for each additional 20 Amps of 120V AC UPS/Generator backed electrical power to Premises						
One Time Setup Fee for additional electrical power Electrical fees will vary per Tenant specifications and Premise location. Contact Westin Building Construction Department for specific pricing						
					N/A	\$ -
						Includes Sales Tax

\*Total Build-out Costs: \$ 14,608.74  
Monthly Recurring Rent Total: \$ 2,645.00

\* Rent rates are monthly rents based on signing a three year contract. Rent rates presented herein are not binding and are subject to change at any time in the sole discretion of Owner. All rates are plus Washington State Sales Tax to the extent applicable.  
A. Monthly rates are dependent on original quantity ordered. Please contact the Westin Building Telecommunications Facility for more information. Changes or additions to Tenant's connectivity shall be in writing using the "Supplement to Rent Schedule" form and will require Tenant's written approval.  
B. Tenant agrees to pay to Owner all Installation Costs and Build-Out charges as shown on Exhibit C upon substantial completion of the Tenant Improvements.

ORIGINAL

Lease Modification No. 1

THIS AGREEMENT is dated for reference purposes only as of May 29, 2009, and is entered into by and between 2001 Sixth, LLC, A Delaware Limited Liability Company ("Owner"), and McLeodUSA Telecommunication Services, Inc., an Iowa Corporation ("Tenant").

D/B/A PAETEC BUSINESS SERVICES  
RECITALS

- A. Owner and Tenant have previously entered into a Telecommunications Facility Lease dated July 1, 2004 (the "Lease") for 3000-20-00 (the "Premises") as depicted on Exhibit A to the Lease and located in the Westin Building, 2001 Sixth Avenue, Seattle, King County, Washington, which real property is legally described as follows:

Lots 11 and 12 (less portion for street), Block 15 of Addition to Town of Seattle as laid off by heirs of Sara A. Bell, deceased (commonly known as heirs of Sara A. Bell's Addition to the City of Seattle), as per plat recorded in Volume 1 of Plats, page 103, records of King County, Washington; and

- B. The parties have previously amended, supplemented and modified the Lease by Supplement to Rent Rate Schedule #1 dated October 1, 2004, Supplement to Rent Rate Schedule #2 dated February 1, 2005, Supplement to Rent Rate Schedule #4 dated August 1, 2005, Supplement to Rent Rate Schedule #5 dated November 1, 2005, Supplement to Rent Rate Schedule #6 dated December 1, 2005, Supplement to Rent Rate Schedule #7 dated February 1, 2006, Supplement to Rent Rate Schedule #8 dated February 1, 2006, Supplement to Rent Rate Schedule #9 dated April 1, 2006, Supplement to Rent Rate Schedule #10 dated August 1, 2006, Supplement to Rent Rate Schedule #11 dated October 1, 2006, and Supplement to Rent Rate Schedule #12 dated January 1, 2008. The Lease referred to in Recital A above and all modifications or amendments thereto will hereinafter be referred to as the "Lease".
- C. The parties now desire to amend and modify the Lease only as specifically provided for herein.

NOW, THEREFORE, for good and sufficient consideration, Owner and Tenant agree that the Lease will be modified and amended effective July 1, 2009, as follows:

2. Term. The term of this Lease (hereinafter "Lease Term") shall be three (3) years and shall commence on the 1<sup>st</sup> day of July, 2009, and end on the 30<sup>th</sup> day of June, 2012. If Tenant remains in the Premises after the expiration of the Lease Term, this Lease shall automatically renew for a period of one (1) year (the "Renewal Period") unless Tenant gives thirty (30) days written notice to Owner, prior to the expiration of the original Lease Term, requesting a month-to-month lease term. If this Lease is automatically extended for one (1) year pursuant to this Article, any further occupancy of the Premises after the expiration of the Renewal Period shall further automatically renew this Lease for an additional one (1) year period (the "Second Renewal"). Tenant shall not extend this Lease beyond the expiration date of the Second Renewal. Tenant's continued occupancy of the Premises pursuant to any term of this Article is subject to all of the terms of this Lease, except the term, and except that the Rent for either the (i) Renewal Period; and/or (ii) the Second Renewal shall be at the then fair market rental for such premises, to be conclusively determined by the rents shown on the then current Westin Building Telecommunications Facility Rate Schedule for similar spaces for one year terms. If Tenant occupies the Premises under a month-to-month extension of this Lease, Tenant's occupancy is subject to all terms of this Lease, except the term, and except that the Rent for each month of any such continued occupancy shall be 150% of the Rent in effect during the last full month of the Lease Term.

3. Monthly Rent. Tenant agrees to pay to Owner rent in the amount of \$4,840.00 per month ("Rent") as shown on the current Westin Building Telecommunications Facility Rent Schedule attached to this Lease as Exhibit C ("Current Rent Schedule"). Rent shall be paid in advance on or before the first day of each calendar month during the Lease Term (or the Extended Term, if applicable). It is agreed that since collection of any amount past due imposes an administrative cost on Owner, in addition to all other sums that may be charged by Owner hereunder, Tenant shall pay to Owner a sum equal to Ten Cents (\$0.10) for every Dollar not paid within 10 days of the date due. All payments, fees, and/or consideration payable under this Agreement shall be considered rent unless specified otherwise.

a. Rent Adjustment. The rent pursuant to Article 3 of this agreement shall be adjusted each January 1, beginning the first January following the commencement of this Lease, and continuing on each January 1 during the term of the Lease, to reflect reductions, if any, in the purchasing power of the dollar. The adjustment shall be equal to the percentage change in the Consumer Price Index. The Consumer Price Index to be used shall be the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All-Items Series of (1982 - 1984 = 100), as published by the U.S. Department of Labor, Bureau of Statistics. If this index is revised or changed (as, for example, by taking the average index for different years as the base figure of 100), the base index shall be adjusted accordingly. In the event such index is discontinued, the index promulgated by the Department of Labor most closely approximating the above-referenced index shall be used as the base index. The index used for each succeeding year shall be calculated annually using September experience data, and the ratio that this annual index bears to the base index shall be multiplied by the base rent to establish the current year monthly rent. The base index shall be taken from the September experience data of the year prior to the year in which this agreement commences.

8. Roof Space.

a. Roof Premises. Tenant has elected to rent additional space on the rooftop of the Building (the "Roof"). During the Lease Term and any extension thereof, Tenant shall have the right to install the antenna specified on Exhibit D, which shall operate in the designated frequency range only and that broadcast and receive only in the designated direction and broadcast in the designated wattages and are located on the roof as shown in Exhibit E (the "Roof Premises"), subject to Owner's final approval. Additionally, subject to availability of riser space as determined by Owner, Tenant may request cabling between the Roof Premises and the Premises in riser locations determined by Owner. Cabling shall be installed at Tenant's expense pursuant to contracts entered into by Owner and by contractors selected by Owner. The antenna and any associated cabling, which may be owned by Tenant, are referred to hereafter collectively as "Tenant's Roof Equipment." All cabling installed pursuant to this Lease shall be subject to the provisions set forth in the "Survival Manual for Communication Companies in The Westin Building" and any rules and regulations issued by Owner.

b. Roof Rent; Cabling Charges. Tenant shall pay to Owner, as additional rent under the Lease for the Roof Premises, the amount identified on Exhibit C, Section 3 (the "Roof Rent"). Each January 1, following the calendar year in which the Lease becomes effective, the Roof Rent shall increase by the change in the CPI index utilizing September 2008 as a base. CPI used for this purpose shall be the Revised Consumer Price Index for Urban Wage Earners, and Clerical Workers, U.S. City Average, All-Items Series (1982-1984 = 100). In addition to paying Roof Rent, to compensate Owner for the use, development and maintenance of the riser areas in which the cabling is located, Tenant shall pay a one-time rent charge for any

cabling work to the Rooftop Premises as identified on Exhibit C, Sections 1 & 2. Such one-time charges are subject to change from time to time by Owner for any additional cabling requested by Tenant. Tenant shall further pay a fee to Owner in the amount of eighteen percent (18%) of the contractor's installation charges to compensate Owner for its administrative expenses in connection with any contract for the installation of cabling from the Roof Premises to the Premises. By way of example, Tenant would pay the following charges for a standard single mode fiber connection from a roof antenna to the Premises: (i) applicable Roof Rent; (ii) installation fees for cabling between the Roof Premises and the Premises; (iii) 18% of the installation contract fees; and (iv) a one-time cabling charge.

- c. Tenants Covenants. Tenant covenants as follows: (i) to maintain all of Tenant's Roof Equipment in good order and condition at Tenant's expense; (ii) to comply with all applicable rules and regulations of the Federal Communications Commission and any and all other applicable codes and regulations of the city, county and state pertaining to the installation and operation of Tenant's Roof Equipment, and to Tenant's provision of telecommunications services hereunder; (iii) not to install any equipment that will interfere with the transmission, and/or operation of other equipment installed in the Building or on the Roof; (iv) to use the Rooftop Premises only for the purposes of locating and operating Tenant's Roof Equipment in the designated manner; (v) to abide by all reasonable rules and regulation adopted now and in the future for the lawful, orderly, clean, safe, aesthetic, and beneficial use, operation, maintenance, management, and enjoyment of the Premises and Building.
- d. Roof Interference. Owner shall use reasonable efforts, after the effective date of this Lease, not to allow any equipment to be installed on the Roof that permanently and materially interferes with the transmission and/or operation of Tenant's Equipment, provided that in the event another tenant of the Building does cause such interference, Tenant will make all reasonable adjustment to its equipment to accommodate the other tenant's operations to the extent it can do so without materially interfering with its own authorized use of the Roof.. Owner and Tenant agree that the following described equipment may cause interference: Any equipment, other than Tenant's, operating in the same frequency range and in the same direction (the "Potentially Interfering Equipment"). Notwithstanding the foregoing sentence, Owner may enter into leases after the effective date hereof with tenants who plan to operate Potentially Interfering Equipment, so long as such tenants provide evidence, suitable to Owner in Owner's sole discretion, that such Potentially Interfering Equipment does not, at the time of installation, interfere with Tenant's Roof Equipment, or if it appears to Owner that Tenant may adjust its own equipment to avoid interference. Tenant agrees to fully cooperate with Owner and use all reasonable efforts to avoid such interference and to allow all existing and future tenants of the Building to operate without interference. Owner shall not be liable for any subsequent interference from such Potentially Interfering Equipment with Tenant's Roof Equipment. Tenant's remedies in the event that Owner breaches this Section 8(d) and allows other equipment on the roof that materially interferes with Tenant's Equipment shall be the remedy of specific performance, if available. Tenant waives all claims for damages in the event of such a breach. If specific performance is not available and if Tenant is unable to operate Tenant's Equipment free of material interference, Tenant may terminate this lease upon ten (10) business day's written notice.
- e. Access. Tenant shall have limited escorted access to the Roof and Rooftop Premises for maintenance purposes during regular business hours (8 a.m. to 4 p.m., Monday through Friday, except holidays) with minimum two (2) hours prior written notice to Owner. Access shall be with an Owner supplied escort only and shall be limited to Tenant's authorized staff and shall be subject to the Building rules and regulations. Access to the Roof at other times shall be given on an emergency basis only, on two hours notice to Owner by phone call placed to the following phone number: (206) 443-1800 (or such other phone number as may be provided by Owner to Tenant in writing from time to time for such purpose). Tenant shall pay a fee for any regular business hour access in excess of two (2) hours in any one day and for each non-regular business hour access equal to \$85 per hour, with a \$170 minimum charge.

**Ratification.** Except to the extent expressly revised, amended or modified herein, all terms, conditions and provisions of the Lease and its Exhibits are hereby affirmed and ratified in all respects. The Lease remains and continues in full force and effect as amended hereby. In the event of any inconsistency between the language of the Lease and the language of this Agreement, the express terms of this Agreement shall control.

(Remainder of page left intentionally blank)

OWNER:  
2001 SIXTH LLC,  
a Delaware limited liability company

TENANT:  
McLeodUSA Telecommunication Services, Inc.,  
An Iowa Corporation

By: 2001 SIXTH HOLDINGS LLC, a Delaware  
limited liability company, its sole member

By: SIXTH & VIRGINIA PROPERTIES, a  
Washington general partnership, its sole member

By: CLISE TECHNOLOGIES COMPANY LLC,  
a Washington limited liability company, a general  
partner

By: CLISE PROPERTIES, INC., a  
Washington Corporation, its sole member

By: A. M. Clise  
A. M. Clise  
Chairman and Chief Executive Officer

By: May Jo Ruffalo  
Its Vice President - Real Estate  
Date June 10, 2009

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this 6 day of July, 2009, before me personally appeared A. M. CLISE, to me known (or proven on the basis of satisfactory evidence) to be Chairman and CEO of CLISE PROPERTIES, INC., a Washington corporation, acting in its capacity as sole member of CLISE TECHNOLOGIES COMPANY LLC, a Washington limited liability company, acting in its capacity as a general partner of SIXTH & VIRGINIA PROPERTIES, a Washington general partnership, acting in its capacity as sole member of 2001 SIXTH HOLDINGS LLC, a Delaware limited liability company, acting in its capacity as sole member of 2001 SIXTH LLC, the Delaware limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of 2001 SIXTH LLC, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Signed: Jennifer A. Richards  
Name: Jennifer Richards  
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.  
My commission expires: 02/07/11



## Exhibit - C

Telecommunications Facility Rent Schedule  
Lease Modification #1

Effective Date: July 1, 2009

Tenant Name: McLeodUSA Telecommunications Services, Inc.

Cage/Rack Location: 3000-20-00

A Charge Type	B Qty	C Description	D Unit Price	E Build-Out Charges	F Total Build-Out Charges	G Monthly Rent
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**Summary of Cabling Related Installation Costs and Monthly Rent****SECTION 1: Cabling related installation costs - N/A****SECTION 2: Initial One-time fees for Copper MMR, Fiber MMR & Cable subject to conditions and terms of Article 7**

ROOF	1	One Time Access Fee for Rooftop Use	\$ 1,500.00	\$ 1,500.00		
MPRT	0	2 strand Single Mode Fiber (SMF) one time setup fee to FMMR	\$ 900.00	\$ -		\$ -
MPRT	0	DS3 cable pair one time setup fee from Premises to CMMR	\$ 1,200.00	\$ -		\$ -
MPRT	0	DS1 single copper pair one time setup fee from Premises to CMMR	\$ 150.00	\$ -		\$ -
				\$ 1,500.00	Non-taxable	

**SECTION 3: Initial Recurring rent fees for Copper MMR, Fiber MMR & Cabling subject to increase per Article 7<sup>A</sup>**

MMRP	6	Rent on 2 strand Single Mode Fiber (SMF) from Premises to FMMR	\$ 50.00			\$ 300.00
MMRP	12	Rent on DS3 cable pair running from Premises to CMMR	\$ 50.00			\$ 600.00
MMRP	14	Rent on DS1 copper pair(s) running from Premises to CMMR	\$ 15.00			\$ 210.00
CABF	1	Fiber Cable Vault - 6th Ave - Fiber Building Penetration	\$ 1,000.00			\$ 1,000.00
CABL	1	Monthly riser rent for existing conduit from basement to 25th floor and extending fiber to 30th floor Premise	\$ 600.00			\$ 600.00
CABL	2	Monthly rent for coax from the roof to Suite 3000	\$ 140.00			\$ 280.00
ROOF	1	Monthly rent for 24" antenna	\$ 600.00			\$ 600.00

**Summary of Caged Telecommunications Facility Build-Out Costs & Monthly Rent****SECTION 4: Recurring Telecom Facility Rent**

TELFACRNT	1	Rent for cabinet enclosed space per 23" cabinet*	\$ 1,250.00			\$ 1,250.00
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**SECTION 5: One-time Fee for Build-Out of Cage/Rack - N/A****SECTION 6: Construction Related Costs - N/A**

		Total Watts included in lease	
ELEC	1	Amount of electrical power included in monthly rent at 30 Amps / 120 volts per cabinet.	3,800 Watts

Total Build-out Costs+: \$ 1,500.00

Monthly Recurring Rent Total: \$ 4,840.00

\* Rent rates are monthly rents based on signing a three year contract. Rent rates presented herein are not binding and are subject to change at any time in the sole discretion of Owner. All rates are plus Washington State Sales Tax to the extent applicable.  
<sup>A</sup> Monthly rates are dependent on original quantity ordered. Please contact the Western Building Telecommunications Facility for more information. Changes or additions to Tenant's connectivity shall be in writing and will require Tenant's written approval.  
 \* Tenant agrees to pay to Owner all Installation Costs and Build-Out charges as shown on Exhibit C upon substantial completion of the Tenant Improvements.



## 23 GHz (21.2 - 23.6) HIGH-PERFORMANCE MICROWAVE ANTENNAS

### FEATURES

- **Antenna diameters**
  - 1' (30 cm)
  - 1.5' (45 cm)
  - 2' (60 cm)
  - 3' (90 cm)
  - 4' (120 cm)
- **Antenna weights**
  - 1' 17 lbs. (7.7 kg)
  - 1.5' 19 lbs. (8.6 kg)
  - 2' 27 lbs. (12.2 kg)
  - 3' 50 lbs. (22.5 kg)
  - 4' 85 lbs. (38.3 kg)
- **HP models:** high-performance, plane polarized
- **HPD models:** dual polarized
- **IEC or EIA flanges available**
- **Direct mounting** for RF units available
- **Ease of installation:** antennas shipped completely assembled, minimal mount required
- **Planar radomes** standard with high-performance model
- **Rugged and lightweight** cast aluminum mount with fine adjustment for both azimuth and elevation
- **Compact size,** due to Radio Waves innovative feed design
- **Standard white;** other colors and/or logos available on request
- **Corrosive resistant:** coated aluminum, hot dipped galvanized steel and stainless steel
- **Three year warranty**



### 21.2 - 23.6 GHz ELECTRICAL SPECIFICATIONS (typical performance)\*

Model Number	Diameter ft (cm)	Gain, dBi			Beamwidth Degrees, 3dB	X Pol. Disc., dB	F/B Ratio, dB	VSWR Max. (R.L., dB)
		Low	Mid	High				
Plane Polarized								
HPLP1-23	1 (30)	34.7	35.1	35.5	2.7	30	62	1.4:1 (15.5)
HPLP1.5-23	1.5 (45)	36.8	37.2	37.8	2.1	30	64	1.4:1 (15.5)
HP2-23	2 (60)	39.7	40.2	4.07	1.7	30	66	1.4:1 (15.5)
HP3-23	3 (90)	43.2	43.7	44.2	1.1	30	71	1.4:1 (15.5)
HP4-23	4 (120)	45.7	46.2	46.6	0.8	30	72	1.4:1 (15.5)
Dual Polarized								
HPLPD1-23	1 (30)	34.5	34.9	35.3	2.7	30	62	1.4:1 (15.5)
HPLPD1.5-23	1.5 (45)	36.6	37.0	37.6	2.1	30	64	1.4:1 (15.5)
HPD2-23	2 (60)	39.5	40.0	40.5	1.7	30	68	1.4:1 (15.5)
HPD3-23	3 (90)	43.0	43.5	44.0	1.1	30	71	1.4:1 (15.5)
HPD4-23	4 (120)	45.5	46.0	46.4	0.8	30	72	1.4:1 (15.5)

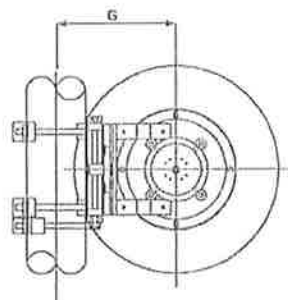
\* All specifications subject to change without notice.

For regulatory compliances, contact Radio Waves.

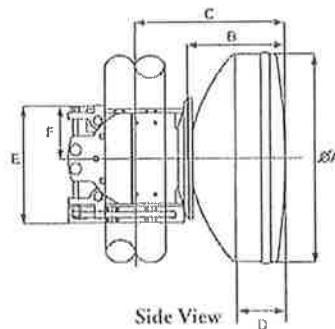
Radio Waves, Inc.  
<http://www.radiowavesinc.com>

## ANTENNA DIMENSIONS

HPLP SERIES: 1' (30 CM) & 1.5' (45 CM)



Rear View



Side View

\*Dimensions = Inches/cm.

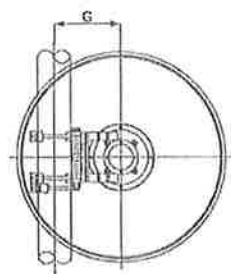
Reflector Diameter (in. cm)	ØA	B	C	D	E	F	G
1 (30)	13.5 (34.3)	6.2 (15.8)	9.2 (23.4)	3.2 (8.0)	8.3 (21.1)	3.8 (9.7)	9.51 (24.2)
1.5 (45)	18.0 (45.7)	8.0 (20.32)	11.1 (28.1)	4.3 (10.8)	8.3 (21.1)	3.8 (9.7)	9.51 (24.2)

### Adjustment Ranges:

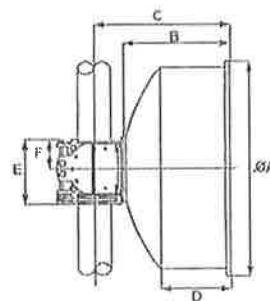
Azimuth:	Coarse	360°	Elevation:	Fine	±40°
	Fine	±10°			

Based on 4.5 inches (11.4 cm) pipemast. Mount designed to attach to pipemast between 2.0" (5.1 cm) and 4.5" (11.4 cm).

## HP2 SERIES: 2' (60 CM)



Rear View



Side View

\*Dimensions = Inches/cm.

Reflector Diameter (in. cm)	ØA	B	C	D	E	F	G
2 (60)	25.5 (64.8)	12.7 (32.3)	15.15 (38.5)	8.5 (21.6)	8.3 (21.1)	3.8 (9.7)	12.4 (31.4)

### Adjustment Ranges:

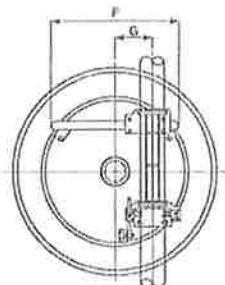
Azimuth:	Coarse	360°	Elevation:	Fine	±40°
	Fine	±10°			

Based on 4.5 inches (11.4 cm) pipemast. Mount designed to attach to pipemast between 2.0" (5.1 cm) and 4.5" (11.4 cm).

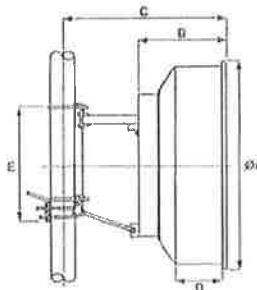
Radio Waves, Inc.  
http://www.radiowavesinc.com

## ANTENNA DIMENSIONS

HP3, HP4 & HP6 SERIES: 3' (90 CM), 4' (120 CM) & 6' (180 CM)



Rear View



Side View

\*Dimensions = Inches/cm.

Reflector Diameter (in cm)	ØA	B	C	D	E	F	G
3 (90)	38.0 (91.4)	16.0 (40.6)	30.2 (76.7)	9.3 (23.6)	21.0 (53.3)	25.7 (65.3)	7.0 (17.8)
4 (120)	50.0 (127.0)	20.8 (52.8)	35.0 (89.0)	12.0 (30.5)	21.0 (53.3)	25.7 (65.3)	7.0 (17.8)
6 (180)	70.0 (177.8)	25.2 (64.0)	39.4 (100.1)	12.0 (30.5)	21.0 (53.3)	25.7 (65.3)	7.0 (17.8)

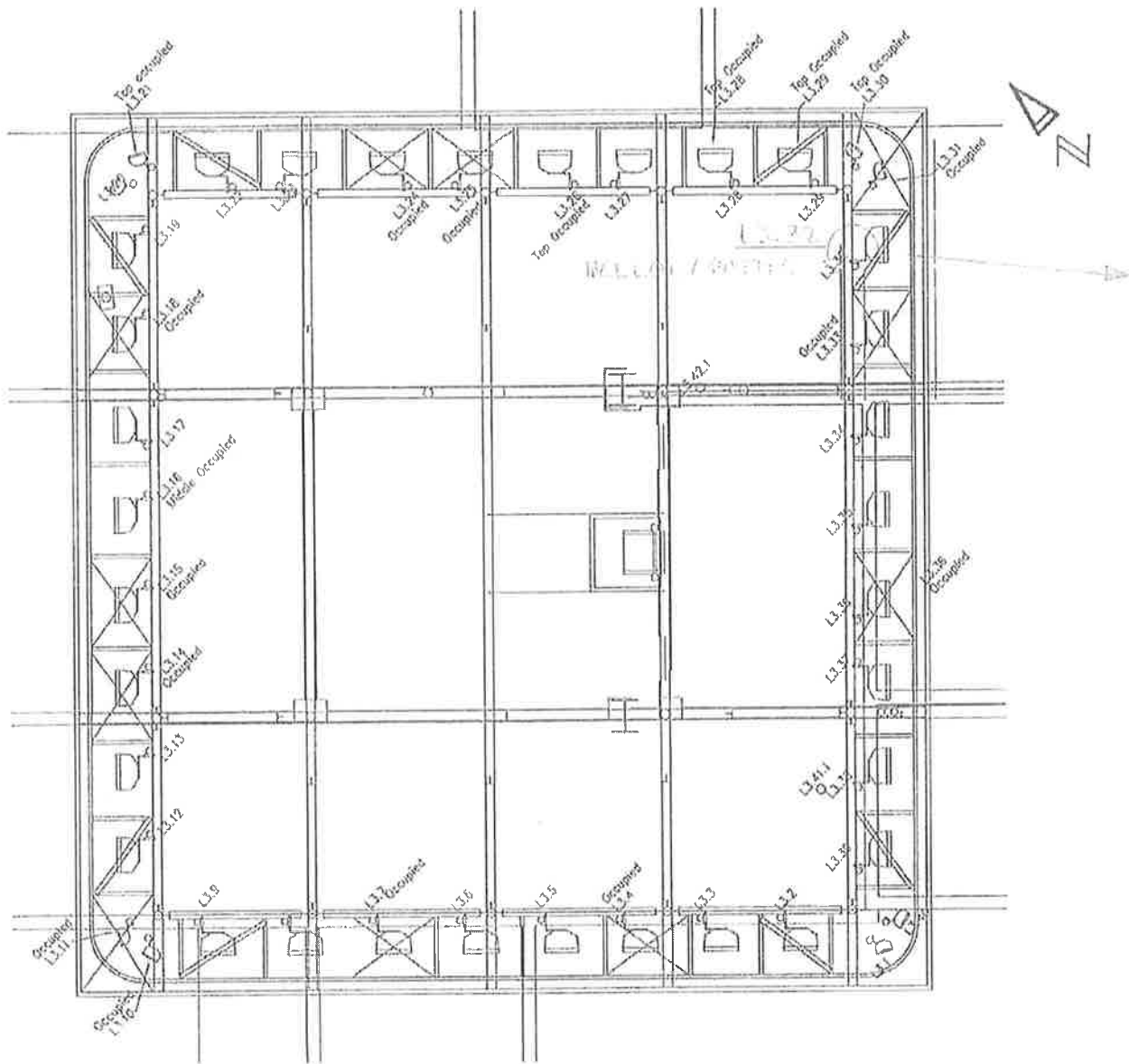
### Adjustment Ranges:

Azimuth:	Coarse	360°	Elevation:	Fine	±25°
	Fine	±10°			

Based on 4.5 inches (11.4 cm) pipemast. Mount designed to attach to pipemast between 4.5" (11.4 cm) and 5.0" (12.7 cm).

### NOTES:

# Exhibit E



# ORIGINAL

## Lease Modification No. 2

THIS AGREEMENT is dated for reference purposes only as of November 30, 2010, and is entered into by and between 2001 Sixth, LLC, A Delaware Limited Liability Company ("Owner"), and McLeodUSA Telecommunication Services, LLC, dba PAETEC Business Service, an Iowa limited liability company ("Tenant").

### RECITALS

- A. Owner and Tenant have previously entered into a Telecommunications Facility Lease dated July 1, 2004 (the "Lease") for 3000-20-00 (the "Premises") as depicted on Exhibit A to the Lease and located in the Westin Building, 2001 Sixth Avenue, Seattle, King County, Washington, which real property is legally described as follows:

Lots 11 and 12 (less portion for street), Block 15 of Addition to Town of Seattle as laid off by heirs of Sara A. Bell, deceased (commonly known as heirs of Sara A. Bell's Addition to the City of Seattle), as per plat recorded in Volume 1 of Plats, page 103, records of King County, Washington; and

- B. The parties have previously amended, supplemented and modified the Lease by Supplement to Rent Rate Schedule #1 dated October 1, 2004, Supplement to Rent Rate Schedule #2 dated February 1, 2005, Supplement to Rent Rate Schedule #4 dated August 1, 2005, Supplement to Rent Rate Schedule #5 dated November 1, 2005, Supplement to Rent Rate Schedule #6 dated December 1, 2005, Supplement to Rent Rate Schedule #7 dated February 1, 2006, Supplement to Rent Rate Schedule #8 dated February 1, 2006, Supplement to Rent Rate Schedule #9 dated April 1, 2006, Supplement to Rent Rate Schedule #10 dated August 1, 2006, Supplement to Rent Rate Schedule #11 dated October 1, 2006, Supplement to Rent Rate Schedule #12 dated January 1, 2008, and Lease Modification #1 dated May 29, 2009. The Lease referred to in Recital A above and all modifications or amendments thereto will hereinafter be referred to as the "Lease".
- C. The parties now desire to amend and modify the Lease only as specifically provided for herein.

NOW, THEREFORE, for good and sufficient consideration, Owner and Tenant agree that the Lease will be modified and amended effective December 1, 2010, as follows:

1. Lease. Dated July 1, 2004. 2001 Sixth, LLC, a Delaware Limited Liability Company, ("Owner") leases to McLeodUSA Telecommunication Services, LLC, dba PAETEC Business Service, an Iowa limited liability company ("Tenant") and Tenant leases from Owner Cabinets 20 and 25 (Units: 3000200108 and 3000250108) ("Premises") as depicted on the attached Exhibit A, located in Suite 3000 of the Westin Building ("Building") located at 2001 Sixth Avenue, Seattle, Washington and legally described on Exhibit A.

3. Monthly Rent. Tenant agrees to pay to Owner rent in the amount of \$5,940.00 per month ("Rent") as shown on the current Westin Building Telecommunications Facility Rent Schedule attached to this Lease as Exhibit C ("Current Rent Schedule"). Rent shall be paid in advance on or before the first day of each calendar month during the Lease Term (or the Extended Term, if applicable). It is agreed that since collection of any amount past due imposes an administrative cost on Owner, in addition to all other sums that may be charged by Owner hereunder, Tenant shall pay to Owner a sum equal to Ten Cents (\$0.10) for every Dollar not paid within 10 days of the date due. All payments, fees, and/or consideration payable under this Agreement shall be considered rent unless specified otherwise.

- a. Rent Adjustment. The rent pursuant to Article 3 of this agreement shall be adjusted each January 1, beginning the first January following the commencement of this Lease, and continuing on each January 1 during the term of the Lease, to reflect reductions, if any, in the purchasing power of the dollar. The adjustment shall be equal to the percentage change in the Consumer Price Index. The Consumer Price Index to be used shall be the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All-Items Series of (1982 - 1984 = 100), as published by the U.S. Department of Labor, Bureau of Statistics. If this index is revised or changed (as, for example, by taking the average index for different years as the base figure of 100), the base index shall be adjusted accordingly. In the event such index is discontinued, the index promulgated by the Department of Labor most closely approximating the above-referenced index shall be used as the base index. The index used for each succeeding year shall be calculated annually using September experience data, and the ratio that this annual index bears to the base index shall be multiplied by the base rent to establish the current year monthly rent. The base index shall be taken from the September experience data of the year prior to the year in which this agreement commences.

Ratification. Except to the extent expressly revised, amended or modified herein, all terms, conditions and provisions of the Lease and its Exhibits are hereby affirmed and ratified in all respects. The Lease remains and continues in full force and effect as amended hereby. In the event of any inconsistency between the language of the Lease and the language of this Agreement, the express terms of this Agreement shall control.

(Remainder of page left intentionally blank)

TENANT:  
McLeodUSA Telecommunication Services, LLC,  
dba PAETEC Business Services  
An Iowa limited liability company

By: CLISE PROPERTIES, INC., a  
Washington Corporation, its sole member

By RRK  
Its Dan Enigum  
Date 12/15/10

Signed: Jennifer Richards  
 Name: Jennifer Richards  
 NOTARY PUBLIC for the State of Washington, residing at Seattle.  
 My commission expires 02/07/15



Exhibit A  
Westin Building  
Telecommunications Facility  
PAETEC Business Services  
Suite 3000 Cabinet Facility  
Cabinets 20 & 25  
Order: 000200106 & 000000106  
Floor Plan

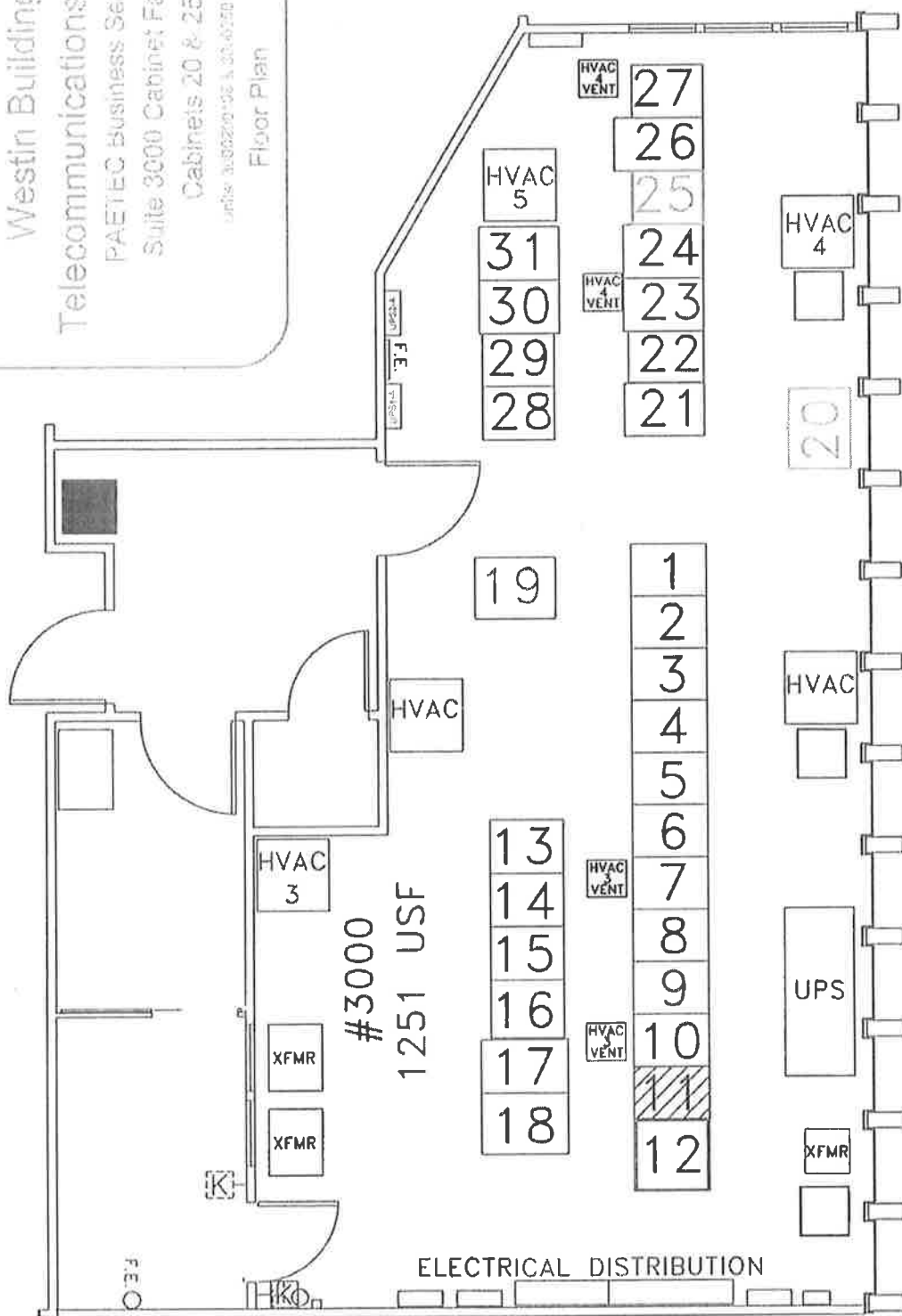


Exhibit - C

Telecommunications Facility Rent Schedule  
Lease Modification #2

Effective Date: December 1, 2010

Tenant Name: McLeodUSA Telecommunications Services, LLC dba PAETEC

Cage/Rack Location: 3000 Cabinets 20 and 25 (Units: 3000200108 and 3000250108)

A	B	C	D	E	F	G
Charge Type	Qty	Description	Unit Price	Build-Out Charges	Total Build-Out Charges	Monthly Rent

Summary of Cabling Related Installation Costs and Monthly Rent

SECTION 1: N/A

SECTION 2: N/A

SECTION 3: Initial Recurring rent fees for Copper MMR, Fiber MMR & Cabling subject to increase per Article 7

MMRP	11	Rent on 2 strand Single Mode Fiber (SMF) from Premises to FMMR	\$ 50.00			\$ 550.00
MMRP	9	Rent on DS3 cable pair running from Premises to CMMR	\$ 50.00			\$ 450.00
MMRP	14	Rent on DS1 copper pair(s) running from Premises to CMMR	\$ 15.00			\$ 210.00
3000200108 - 3000250108 - 3000200108 - 3000250108						
MMRP		Rent on 2 strand Single Mode Fiber (SMF) from Premises to FMMR	\$ 150.00			\$ -
MPRT		2 strand Single Mode Fiber (SMF) one time setup fee to FMMR	\$ 350.00			\$ -
MMRP		Rent on DS3 cable pair running from Premises to CMMR	\$ 150.00			\$ -
MPRT		DS3 cable pair one time setup fee from Premises to CMMR	\$ 450.00			\$ -
MMRP		Rent on DS1 copper pair(s) running from Premises to CMMR	\$ 25.00			\$ -
MPRT		DS1 single copper pair one time setup fee from Premises to CMMR	\$ 100.00			\$ -
3000200108 - 3000250108 - 3000200108 - 3000250108						
CABL	1	Fiber Cable Vault - 8th Ave - Fiber Building Penetration	\$ 1,000.00			\$ 1,000.00
CABL	1	Monthly riser rent for existing conduit from basement to 25th floor and extending fiber to 30th floor	\$ 600.00			\$ 600.00
CABL	2	Premise	\$ 140.00			\$ 280.00
ROOF	1	Monthly rent for coax from the roof to Suite 3000	\$ 600.00			\$ 600.00
		Monthly rent for 24" antenna				

Summary of Caged Telecommunications Facility Build-Out Costs & Monthly Rent

SECTION 4: Recurring Telecom Facility Rent

TELEFACRNT	1	Rent on one full 23" locking cabinet space* - cabinet 20 in Suite 3000 (This includes 30 Amps of 120V AC power)	\$ 1,250.00			\$ 1,250.00
TELEFACRNT	1	Rent on one full 19" locking cabinet space* - cabinet 25 in Suite 3000	\$ 700.00			\$ 700.00

SECTION 5: One-time Fee for Build-Out of Cage/Rack

BUILD	1	One time setup fee for 19" cabinet - cabinet 25 in Suite 3000	\$ 1,500.00	\$ 1,500.00		Non-Asable
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SECTION 6: N/A

SECTION 7: Electrical Usage & Additional Electrical Consumption

ELEC	2	Amount of electrical power allocated per cabinet	3600 watts			
ELEC	30	Monthly recurring charge per 120V amp - cabinet 25 in Suite 3000 at 30A / 120V	\$ 10.00			\$ 300.00

Total Build-out Costs+: \$ 1,500.00  
Monthly Recurring Rent Total: \$ 5,940.00

- \* Rent rates are based on a 24 month contract. All rates are plus Washington State Sales Tax to the extent applicable.
- \* Copper/Fiber/Cable to the Premises access pursuant to Article 7 of the lease document, "Meet-Me Room Connectivity." Changes or additions to Tenant's connectivity shall be in writing and will require Tenant's written approval.
- \* Cabinet space is 48" high and 24" wide. All Installation Costs and Build-Out charges as shown on Exhibit C upon lease execution. All rates are plus Washington State Sales Tax to the extent applicable.
- \* Electrical usage is per Tenant specifications and Premises location. Tenant is responsible for all Premises area electrical and data cabling and overhead tray. Contact the Westin Building management for specific pricing.

ORIGINAL

**Lease Modification No. 3**

THIS AGREEMENT is dated for reference purposes only as of May 6<sup>th</sup>, 2014, and is entered into by and between 2001 Sixth, LLC, A Delaware limited liability company ("Owner"), and McLeodUSA Telecommunications Services, LLC, dba PAETEC Business Services an Iowa limited liability company ("Tenant").

**RECITALS**

- A. Owner and Tenant have previously entered into a Telecommunications Facility Lease dated July 1, 2004 (the "Lease") for Suite 3000, Cabinets 20 and 25 (Units 3000-20-00 and 3000250108) (the "Premises") as depicted on Exhibit A to the Lease and located in the Westin Building, 2001 Sixth Avenue, Seattle, King County, Washington, which real property is legally described as follows:

Lots 11 and 12 (less portion for street), Block 15 of Addition to Town of Seattle as laid off by heirs of Sara A. Bell, deceased (commonly known as heirs of Sara A. Bell's Addition to the City of Seattle), as per plat recorded in Volume 1 of Plats, page 103, records of King County, Washington; and

- B. The parties have previously amended, supplemented and modified the Lease by Supplement to Rent Rate Schedule #1 dated October 1, 2004, Supplement to Rent Rate Schedule #2 dated February 1, 2005, Supplement to Rent Rate Schedule #4 dated August 1, 2005, Supplement to Rent Rate Schedule #5 dated November 1, 2005, Supplement to Rent Rate Schedule #6 dated December 1, 2005, Supplement to Rent Rate Schedule #7 dated February 1, 2006, Supplement to Rent Rate Schedule #8 dated February 1, 2006, Supplement to Rent Rate Schedule #9 dated April 1, 2006, Supplement to Rent Rate Schedule #10 dated August 1, 2006, Supplement to Rent Rate Schedule #11 dated October 1, 2006, Supplement to Rent Rate Schedule #12 dated January 1, 2008, Lease Modification #1 dated May 29, 2009, Lease Modification #2 dated November 30, 2010 and a Notice of Name Change dated March 27, 2011. The Lease referred to in Recital A above and all modifications or amendments thereto will hereinafter be referred to as the "Lease".
- C. Tenant currently leases the following Premises: Suite 3000, Cabinets 20 and 25
- D. The parties now desire to amend and modify the lease as follows: Extend the term

NOW, THEREFORE, for good and sufficient consideration, Owner and Tenant agree that the Lease will be modified and amended effective July 1, 2014, as follows:

***Article 2 shall be modified in its entirety as follows:***

2. Term. The term of this Lease (hereinafter "Lease Term") shall be three (3) years and shall commence on the 1<sup>st</sup> day of July, 2014, and end on the 30<sup>th</sup> day of June, 2017. If Tenant remains in the Premises after the expiration of the Lease Term, this Lease shall automatically renew for a period of one (1) year (the "Renewal Period") unless Tenant gives thirty (30) days written notice to Owner, prior to the expiration of the original Lease Term, requesting a month-to-month lease term. If this Lease is automatically extended for one (1) year pursuant to this Article, any further occupancy of the Premises after the expiration of the Renewal Period shall further automatically renew this Lease for an additional one (1) year period (the "Second Renewal"). Tenant shall not extend this Lease beyond the expiration date of the Second Renewal. Tenant's continued occupancy of the Premises pursuant to any term of this Article is subject to all of the terms of this Lease, except the term, and except that the Rent for either the (i) Renewal Period; and/or (ii) the

Second Renewal shall be at the then fair market rental for such premises, to be conclusively determined by the rents shown on the then current Westin Building Telecommunications Facility Rate Schedule for similar spaces for one year terms. If Tenant occupies the Premises under a month-to-month extension of this Lease, Tenant's occupancy is subject to all terms of this Lease, except the term, and except that the Rent for each month of any such continued occupancy shall be 150% of the Rent in effect during the last full month of the Lease Term.

**Article 3 shall be modified in its entirety as follows:**

3. **Monthly Rent.** Tenant agrees to pay to Owner rent in the amount ("Rent") as shown on the current Westin Building Telecommunications Facility Rent Schedule attached to this Lease as Exhibit C ("Current Rent Schedule"). **In addition, Tenant agrees to pay Owner any monthly fees provisioned under separate Orders and/or Rent Rate Supplements.** Rent shall be paid in advance on or before the first day of each calendar month during the Lease Term (or the Extended Term, if applicable). It is agreed that since collection of any amount past due imposes an administrative cost on Owner, in addition to all other sums that may be charged by Owner hereunder, Tenant shall pay to Owner a sum equal to Ten Cents (\$0.10) for every Dollar not paid within 10 days of the date due. All payments, fees, and/or consideration payable under this Agreement shall be considered rent unless specified otherwise.

**a. Rent Adjustment.**

(Not modified)

**Article 8 of the Lease will be replaced ONLY as follows:**

8. **Rooftop Antenna Space**

**a. Roof Premise.** Tenant has elected to rent additional space on the rooftop of the Building (the "Roof"). During the Lease Term and any extension thereof, Tenant shall have the right to install, subject to approval by Owner at Owner's sole discretion, antenna facilities ("Roof Premises"). Additionally, subject to availability of riser space as determined by Owner, Tenant may request cabling between the Roof Premises and the Premises in riser locations determined by Owner. Cabling shall be installed at Tenant's expense pursuant to contracts entered into by Owner and by contractors selected by Owner. The antenna and any associated cabling, which may be owned by Tenant, are referred to hereafter collectively as "Tenant's Roof Equipment". All cabling installed pursuant to this Lease shall be subject to the provisions set forth in the "Survival Manual" and any rules and regulations by Owner.

**b. Roof Rent; Cabling Charges.** Tenant shall pay Owner, as additional rent under the Lease for the Roof Premises and associated cabling from the Roof Premises to the Premises, a monthly recurring charge in accordance with the then current Westin Building antenna and cable rate schedule. Tenant shall further pay a fee to Owner in the amount of eighteen percent (18%) of the contractor's installation charges to compensate Owner for its administrative expenses in connection with any contract for the installation of cabling from the Roof Premises to the Premises. By way of example, Tenant would pay the following charges for a standard single mode fiber connection from a roof antenna to the Premises: (i) applicable Roof Rent; (ii) installation fees for cabling between the Roof Premises and the Premises; (iii) 18% of the installation contract fees; and (iv) recurring cabling charge.

**Ratification.** Except to the extent expressly revised, amended or modified herein, all terms, conditions and provisions of the Lease and its Exhibits are hereby affirmed and ratified in all respects. The Lease remains and continues in full force and effect as amended hereby. In the event of any inconsistency between the language of the Lease and the language of this Agreement, the express terms of this Agreement shall control.

OWNER:  
2001 SIXTH LLC, a Delaware limited liability company

By: 2001 SIXTH HOLDINGS LLC, a Delaware  
limited liability company, its sole member

By: SIXTH & VIRGINIA PROPERTIES, a  
Washington general partnership, its sole member

By: CLISE TECHNOLOGIES COMPANY LLC,  
a Washington limited liability company, a general  
partner

By: CLISE PROPERTIES, INC., a  
Washington Corporation, its sole member

By: A. M. Clise  
A. M. Clise  
Chairman and Chief Executive Officer

TENANT:  
McLeodUSA Telecommunications Services,  
LLC, dba PAETEC Business Services  
an Iowa limited liability company

By: Brad Hedrick

Its DVP - Operations

Date 5-19-2014

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 16 day of June, 2014, before me personally appeared A. M. CLISE, to me known (or proven on the basis of satisfactory evidence) to be Chairman and CEO of CLISE PROPERTIES, INC., a Washington corporation, acting in its capacity as sole member of CLISE TECHNOLOGIES COMPANY LLC, a Washington limited liability company, acting in its capacity as a general partner of SIXTH & VIRGINIA PROPERTIES, a Washington general partnership, acting in its capacity as sole member of 2001 SIXTH HOLDINGS LLC, a Delaware limited liability company, acting in its capacity as sole member of 2001 SIXTH LLC, the Delaware limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of 2001 SIXTH LLC, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Signed: Jennifer Richards  
Name: Jennifer Richards  
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.  
My commission expires: 02/07/15



**Westin Building Telecommunications Facility Rent Schedule**  
**Lease Modification #3**

Effective Date: July 1, 2014

Tenant Name: McLeodUSA Telecommunications Services, LLC.

Cage/Rack Location: Suite 3000, Cabinets 20 and 25 (Units: 3000200108 and 3000250108)

NRC - Non Recurring Charge  
MRC - Monthly Recurring Charge

Qty	Description	UNIT PRICE	NRC	TOTAL NRC	MRC
<b>SECTION 1: NRC Construction Related Connection Costs (N/A)</b>					
<b>SECTION 2: NRC for MMR Usage (N/A)</b>					
<b>SECTION 3: NRC &amp; MRC Rates for Connectivity. (Provisioned via Rent Rate Supplement upon request)</b>					
	One (1) SMF or MMF Duplex port connection from Premises to FM/R		\$350.00	\$150.00	
	One (1) DS3 Duplex port connection from Premises to CM/R		\$450.00	\$150.00	
	One (1) DS1 circuit connection from Premises to CMMR		\$100.00	\$25.00	
	One (1) SIX connection - from MMR to SIX (Fee waived for Westin Building Colocation Tenants)		\$0.00	\$0.00	
<b>SECTION 4: MRC - Cage/Rack</b>					
TELEACRNT 1	Rent on one full 23" locking cabinet space - cabinet 20 in Suite 3000 (This includes 30 Amps of 120V AC power)	\$ 1,250.00			\$ 1,250.00
TELEACRNT 1	Rent on one full 19" locking cabinet space - cabinet 25 in Suite 3000	\$ 700.00			\$ 700.00
<b>SECTION 5: NRC - Cage/Rack (N/A)</b>					
<b>SECTION 6: NRC Construction Related Facility Costs (N/A)</b>					
<b>SECTION 7: MRC - Power Allocation &amp; Electrical Infrastructure Fee (EIF)</b>					
ELEC 2	Power Allocation.		3,600 Watts/Cab	7,200 Watts	
ELEC 30	Monthly recurring charge per 120V amp - cabinet 25 in Suite 3000 at 30A / 120V	\$ 10.00			\$ 300.00

Build-Out Total: \$ -

Monthly Recurring Total: \$ 2,250.00

\* MRC total does NOT include connectivity.

\* All rates are plus Washington State Sales Tax to the extent applicable.

\* Copper/Fiber/Global Meet-Me-Room™ access pursuant to Article 7 of the lease document, "Meet-Me Room Connectivity." Changes or additions to Tenant's connectivity shall be in writing and will require Tenant's written approval. Rates for connectivity listed in section 3 are NOT included on this Rent Schedule; rates will be provisioned via RRS upon request. Rates are subject to periodic increases as determined by Owner.

\* Tenant agrees to pay to Owner all Installation Costs and Build-Out charges as shown on Exhibit C upon lease execution. All rates are plus Washington State Sales Tax to the extent applicable.

# ORIGINAL

## Lease Modification No. 4

THIS AGREEMENT is dated for reference purposes only as of October 8<sup>th</sup>, 2014, and is entered into by and between 2001 Sixth, LLC, A Delaware limited liability company ("Owner"), and McLeodUSA Telecommunications Services, LLC, dba PAETEC Business Services an Iowa limited liability company ("Tenant").

### RECITALS

- A. Owner and Tenant have previously entered into a Telecommunications Facility Lease dated July 1, 2004 (the "Lease") for Suite 3000, Cabinets 20 and 25 (Units 3000200108 and 3000250108) (the "Premises") as depicted on Exhibit A to the Lease and located in the Westin Building, 2001 Sixth Avenue, Seattle, King County, Washington, which real property is legally described as follows:

Lots 11 and 12 (less portion for street), Block 15 of Addition to Town of Seattle as laid off by heirs of Sara A. Bell, deceased (commonly known as heirs of Sara A. Bell's Addition to the City of Seattle), as per plat recorded in Volume 1 of Plats, page 103, records of King County, Washington; and

- B. The parties have previously amended, supplemented and modified the Lease by:  
Supplement to Rent Rate Schedule #1 dated October 1, 2004  
Supplement to Rent Rate Schedule #2 dated February 1, 2005  
Supplement to Rent Rate Schedule #4 dated August 1, 2005  
Supplement to Rent Rate Schedule #5 dated November 1, 2005  
Supplement to Rent Rate Schedule #6 dated December 1, 2005  
Supplement to Rent Rate Schedule #7 dated February 1, 2006  
Supplement to Rent Rate Schedule #8 dated February 1, 2006  
Supplement to Rent Rate Schedule #9 dated April 1, 2006  
Supplement to Rent Rate Schedule #10 dated August 1, 2006  
Supplement to Rent Rate Schedule #11 dated October 1, 2006  
Supplement to Rent Rate Schedule #12 dated January 1, 2008  
Lease Modification #1 dated May 29, 2009  
Lease Modification #2 dated November 30, 2010  
Notice of Name Change dated March 27, 2011  
and Lease Modification #3 dated May 6, 2014. The Lease referred to in Recital A above and all modifications or amendments thereto will hereinafter be referred to as the "Lease".
- C. Tenant currently leases the following Premises: Suite 3000, Cabinets 20 and 25
- D. The parties now desire to amend and modify the lease as follows: Add Cabinets 1, 2, 3, 4, 5 and 6 in Suite 401 (Units 0401010108, 0401020108, 0401030108, 0401040108, 0401050108 and 0401060108) and extend the term.

NOW, THEREFORE, for good and sufficient consideration, Owner and Tenant agree that the Lease will be modified and amended effective November 1, 2014, as follows:

### ***Article 1 shall be modified in its entirety as follows:***

1. Lease. Dated July 1<sup>st</sup>, 2004. 2001 Sixth, LLC, a Delaware Limited Liability Company, ("Owner") leases to McLeodUSA Telecommunications Services, LLC dba PAETEC Business Services, an Iowa limited liability company ("Tenant") and Tenant leases from Owner Cabinets 20 and 25 and Cabinets 1 - 6 (Units 3000200108, 3000250108, 0401010108, 0401020108, 0401030108, 0401040108, 0401050108 and 0401060108) ("Premises") as depicted on the attached Exhibit A, located in Suites 3000

and 401 of the Westin Building ("Building") located at 2001 Sixth Avenue, Seattle, Washington and legally described on Exhibit A.

**Article 2 shall be modified in its entirety as follows:**

2. Term. The term of this Lease (hereinafter "Lease Term") shall be five (5) years and shall commence on the 1<sup>st</sup> day of November, 2014, and end on the 31<sup>st</sup> day of October, 2019. If Tenant remains in the Premises after the expiration of the Lease Term, this Lease shall automatically renew for a period of one (1) year (the "Renewal Period") unless Tenant gives thirty (30) days written notice to Owner, prior to the expiration of the original Lease Term, requesting a month-to-month lease term. If this Lease is automatically extended for one (1) year pursuant to this Article, any further occupancy of the Premises after the expiration of the Renewal Period shall further automatically renew this Lease for an additional one (1) year period (the "Second Renewal"). Tenant shall not extend this Lease beyond the expiration date of the Second Renewal. Tenant's continued occupancy of the Premises pursuant to any term of this Article is subject to all of the terms of this Lease, except the term, and except that the Rent for either the (i) Renewal Period; and/or (ii) the Second Renewal shall be at the then fair market rental for such premises, to be conclusively determined by the rents shown on the then current Westin Building Telecommunications Facility Rate Schedule for similar spaces for one year terms. If Tenant occupies the Premises under a month-to-month extension of this Lease, Tenant's occupancy is subject to all terms of this Lease, except the term, and except that the Rent for each month of any such continued occupancy shall be 150% of the Rent in effect during the last full month of the Lease Term.

**Article 3 shall be modified in its entirety as follows:**

3. Monthly Rent. Tenant agrees to pay to Owner rent in the amount ("Rent") as shown on the current Westin Building Telecommunications Facility Rent Schedule attached to this Lease as Exhibit C ("Current Rent Schedule"). **In addition, Tenant agrees to pay Owner any monthly fees provisioned under separate Orders and/or Rent Rate Supplements.** Rent shall be paid in advance on or before the first day of each calendar month during the Lease Term (or the Extended Term, if applicable). It is agreed that since collection of any amount past due imposes an administrative cost on Owner, in addition to all other sums that may be charged by Owner hereunder, Tenant shall pay to Owner a sum equal to Ten Cents (\$0.10) for every Dollar not paid within 10 days of the date due. All payments, fees, and/or consideration payable under this Agreement shall be considered rent unless specified otherwise.

a. Rent Adjustment.

(Not modified)

**Ratification.** Except to the extent expressly revised, amended or modified herein, all terms, conditions and provisions of the Lease and its Exhibits are hereby affirmed and ratified in all respects. The Lease remains and continues in full force and effect as amended hereby. In the event of any inconsistency between the language of the Lease and the language of this Agreement, the express terms of this Agreement shall control.

OWNER:  
2001 SIXTH LLC, a Delaware limited liability company

By: 2001 SIXTH HOLDINGS LLC, a Delaware  
limited liability company, its sole member

By: SIXTH & VIRGINIA PROPERTIES, a  
Washington general partnership, its sole member

By: CLISE TECHNOLOGIES COMPANY LLC,  
a Washington limited liability company, a general  
partner

By: CLISE PROPERTIES, INC., a  
Washington Corporation, its sole member

By: A. M. Clise  
A. M. Clise  
Chairman and Chief Executive Officer

TENANT:  
McLeodUSA Telecommunications Services,  
LLC. dba PAETEC Business Services  
an Iowa limited liability company

By: [Signature]

Its VP-IP Engineering

Date October 30, 2014

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

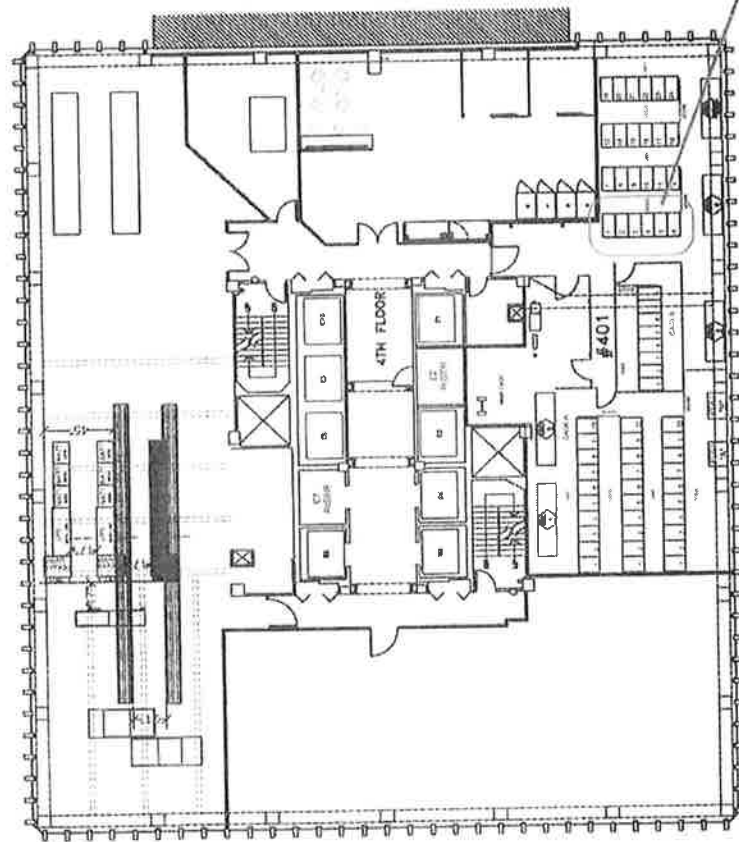
On this 13 day of Nov, 2014, before me personally appeared A. M. CLISE, to me known (or proven on the basis of satisfactory evidence) to be Chairman and CEO of CLISE PROPERTIES, INC., a Washington corporation, acting in its capacity as sole member of CLISE TECHNOLOGIES COMPANY LLC, a Washington limited liability company, acting in its capacity as a general partner of SIXTH & VIRGINIA PROPERTIES, a Washington general partnership, acting in its capacity as sole member of 2001 SIXTH HOLDINGS LLC, a Delaware limited liability company, acting in its capacity as sole member of 2001 SIXTH LLC, the Delaware limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of 2001 SIXTH LLC, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Signed: Jennifer Richards  
Name: Jennifer Richards  
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.  
My commission expires: 02/07/15



**Legal Description of The Westin Building:** Lots 11 and 12 (less portion for street), Block 15 of addition to town of Seattle, as laid off by Heirs of Sarah A. Bell, deceased (commonly known as Heirs of Sarah A. Bell's Addition to the City of Seattle), as per plat recorded in Volume 1 of plats, page 103, records of King County, Washington, situated in King County Washington.



**Exhibit A**

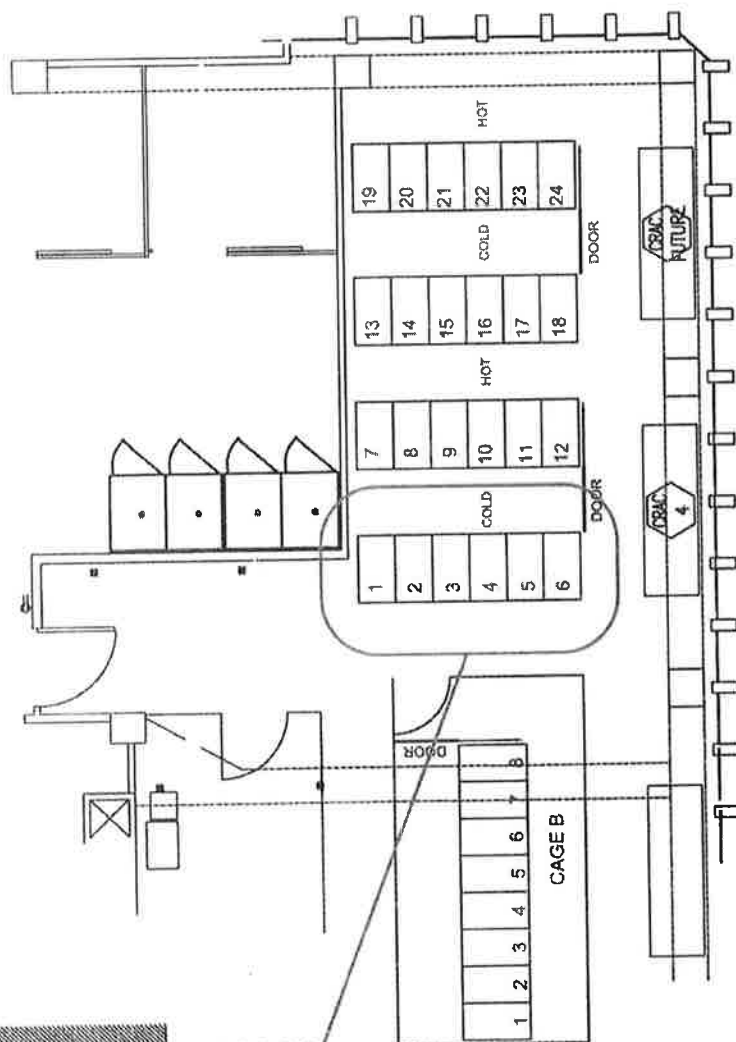
**Westin Building Telecommunications Facility**

**McLeod USA Telecommunications Services, LLC**

Suite 401 Cabinet Facility

Cabinets 1-6

Units: 0401010108-0401060108



# Exhibit - C

## Westin Building Telecommunications Facility Rent Schedule Lease Modification #4

Effective Date: November 1, 2014

Tenant Name: McLeodUSA Telecommunications Services, LLC.

Cage/Rack Location: Suite 3000, Cabinets 20 and 25 and Suite 401, Cabinets 1-6 (Units: 3000250108, 3000250108, 0401010108 - 0401060108)

NRC - Non Recurring Charge  
MRC - Monthly Recurring Charge

Qty	Description	UNIT PRICE	NRC	TOTAL NRC	MRC
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### SECTION 1: NRC Construction Related Connection Costs (N/A)

### SECTION 2: NRC for MMR Usage (N/A)

### SECTION 3: NRC & MRC Rates for Connectivity. (Provisioned via Rent Rate Supplement upon request)

	NRC	MRC
One (1) SMF or MMF Duplex port connection from Premises to FMMR	\$350.00	\$150.00
One (1) DS3 Duplex port connection from Premises to CMMR	\$450.00	\$150.00
One (1) DS1 circuit connection from Premises to CMMR	\$100.00	\$25.00
One (1) SIX connection - from MMR to SIX (Fee waived for Westin Building Colocation Tenants)	\$0.00	\$0.00

### SECTION 4: MRC - Cage/Rack

TELEFACENT	1	Rent on one full 23" locking cabinet space - cabinet 20 in Suite 3000 (This includes 30 Amps of 120V AC power)	\$	1,250.00	\$	1,250.00
TELEFACENT	1	Rent on one full 19" locking cabinet space - Cabinet 25 in Suite 3000	\$	700.00	\$	700.00
TELEFACENT	6	Rent on one full 19" locking cabinet space - Cabinets 1-6 in Suite 401	\$	700.00	\$	4,200.00
<b>SECTION 5: NRC - Cage/Rack (N/A)</b>						
BUILD	5	One time setup fee for 19" cabinet - Cabinets 1-6 in Suite 401	\$	700.00	\$	4,200.00

### SECTION 6: NRC Construction Related Facility Costs (N/A)

### SECTION 7: MRC - Power Allocation & Electrical Infrastructure Fee (EIF)

SECTION 7: MRC - Power Allocation & Electrical Infrastructure Fees (cont.)						
ELEC	2	Power Allocation - Suite 3000	3,600 Watts/Cab	7,200 Watts		
ELEC	30	Monthly recurring charge per 120V amp - Cabinet 25 in Suite 3000 at 30A / 120V	\$	10.00	\$	300.00
ELEC	6	Power Allocation - Suite 401	5,600 Watts/Cab	33,600 Watts		
ELEC	33.6 kW	Monthly recurring charge per kW - Cabinets 1-6 in Suite 401 delivered in 30A / 208V AC (2N)	\$	125.00	\$	4,200.00

Build-Out Total: \$4,200.00

Monthly Recurring Total:

\$ 10,650.00

\* MRC total does NOT include connectivity

\* All rates are plus Washington State Sales Tax to the extent applicable.

\* Credit card transactions are subject to a 3% processing fee.

\* Copper/Fiber/Global Meet-Me-Room™ access pursuant to Article 7 of the lease document. "Meet-Me Room Connectivity." Changes or additions to Tenant's connectivity shall be in writing and will require Tenant's written approval. Rates for connectivity listed in section 3 are NOT included on this Rent Schedule; rates will be provisioned via RPS upon request. Rates are subject to periodic increases as determined by Owner.

\* Tenant agrees to pay to Owner all Installation Costs and Build-Out charges as shown on Exhibit C upon lease execution. All rates are plus Washington State Sales Tax to the extent applicable.

10/8/2014

TENANT INITIAL

MH

ORIGINAL

**Lease Modification No. 5**

THIS AGREEMENT is dated for reference purposes only as of February 25, 2019, and is entered into by and between 2001 Sixth, LLC, A Delaware limited liability company ("Owner"), and McLeodUSA Telecommunications Services, LLC, dba PAETEC Business Services an Iowa limited liability company ("Tenant"), a subsidiary company of Windstream Corporation.

**RECITALS**

- A. Owner and Tenant have previously entered into a Telecommunications Facility Lease dated July 1, 2004 (the "Lease") for Suite 401 Cabinets 1, 2, 3, 4, 5 and 6 and Suite 3000, Cabinets 20 and 25 (Units 0401010108 through 0401060108, 3000200108 and 3000250108) (the "Premises") as depicted on Exhibit A to the Lease and located in the Westin Building, 2001 Sixth Avenue, Seattle, King County, Washington, which real property is legally described as follows:

Lots 11 and 12 (less portion for street), Block 15 of Addition to Town of Seattle as laid off by heirs of Sara A. Bell, deceased (commonly known as heirs of Sara A. Bell's Addition to the City of Seattle), as per plat recorded in Volume 1 of Plats, page 103, records of King County, Washington; and

- B. The parties have previously amended, supplemented and modified the Lease by:
- Supplement to Rent Rate Schedule #1 dated October 1, 2004
  - Supplement to Rent Rate Schedule #2 dated February 1, 2005
  - Supplement to Rent Rate Schedule #4 dated August 1, 2005
  - Supplement to Rent Rate Schedule #5 dated November 1, 2005
  - Supplement to Rent Rate Schedule #6 dated December 1, 2005
  - Supplement to Rent Rate Schedule #7 dated February 1, 2006
  - Supplement to Rent Rate Schedule #8 dated February 1, 2006
  - Supplement to Rent Rate Schedule #9 dated April 1, 2006
  - Supplement to Rent Rate Schedule #10 dated August 1, 2006
  - Supplement to Rent Rate Schedule #11 dated October 1, 2006
  - Supplement to Rent Rate Schedule #12 dated January 1, 2008
  - Lease Modification #1 dated May 29, 2009
  - Lease Modification #2 dated November 30, 2010
  - Notice of Name Change dated March 27, 2011
  - Lease Modification #3 dated May 6, 2014
  - Lease Modification #4 dated October 8, 2014

The Lease referred to in Recital A above and all modifications or amendments thereto will hereinafter be referred to as the "Lease".

- C. Tenant currently leases the following Premises: Suite 3000, Cabinets 20 & 25 and Suite 401, Cabinets 1, 2, 3, 4, 5, 6.
- D. The parties now desire to amend and modify the lease as follows: extend the term and provide a one-time rent abatement of \$5,700.

NOW, THEREFORE, for good and sufficient consideration, Owner and Tenant agree that the Lease will be modified and amended effective November 1, 2019, as follows:

**Article 2 shall be modified in its entirety as follows:**

2. Term. The term of this Lease (hereinafter "Lease Term") shall be five (5) years and shall commence on the 1<sup>st</sup> day of November 2019, and end on the 31<sup>st</sup> day of October 2024. If Tenant remains in the Premises after the expiration of the Lease Term, this Lease shall automatically renew for a period of one (1) year (the "Renewal Period") unless Tenant gives thirty (30) days written notice to Owner, prior to the expiration of the original Lease Term, requesting a month-to-month lease term. If this Lease is automatically extended for one (1) year pursuant to this Article, any further occupancy of the Premises after the expiration of the Renewal Period shall further automatically renew this Lease for an additional one (1) year period (the "Second Renewal"). Tenant shall not extend this Lease beyond the expiration date of the Second Renewal. Tenant's continued occupancy of the Premises pursuant to any term of this Article is subject to all of the terms of this Lease, except the term, and except that the Rent for either the (i) Renewal Period; and/or (ii) the Second Renewal shall be at the then fair market rental for such premises, to be conclusively determined by the rents shown on the then current Westin Building Telecommunications Facility Rate Schedule for similar spaces for one year terms. If Tenant occupies the Premises under a month-to-month extension of this Lease, Tenant's occupancy is subject to all terms of this Lease, except the term, and except that the Rent for each month of any such continued occupancy shall be 150% of the Rent in effect during the last full month of the Lease Term.

**Article 3 shall be modified in its entirety as follows:**

3. Monthly Rent. Tenant agrees to pay to Owner rent in the amount ("Rent") as shown on the current Westin Building Telecommunications Facility Rent Schedule attached to this Lease as Exhibit C ("Current Rent Schedule"). In addition, **Tenant agrees to pay Owner any monthly fees provisioned under separate Orders and/or Rent Rate Supplements**. Rent shall be paid in advance on or before the first day of each calendar month during the Lease Term (or the Extended Term, if applicable). It is agreed that since collection of any amount past due imposes an administrative cost on Owner, in addition to all other sums that may be charged by Owner hereunder, Tenant shall pay to Owner a sum equal to Ten Cents (\$0.10) for every Dollar not paid within 10 days of the date due. All payments, fees, and/or consideration payable under this Agreement shall be considered rent unless specified otherwise.

a. Rent Adjustment.

(Not modified)

b. One-Time Rent Abatement.

On November 1, 2019, the effective date of Lease Modification #5, Tenant shall be granted a \$5,700.00 one-time rent abatement.

**Article 31 shall be added as follows:**

31. Remote Hands. Remote hands services may be ordered from Owner during the Lease Term in accordance with the terms of service as provided for in Exhibit D of this Lease, Remote Hands Services Agreement, with rates subject to periodic change, in accordance with market conditions.

Ratification. Except to the extent expressly revised, amended or modified herein, all terms, conditions and provisions of the Lease and its Exhibits are hereby affirmed and ratified in all respects. The Lease remains and continues in full force and effect as amended hereby. In the event of any inconsistency between the language of the Lease and the language of this Agreement, the express terms of this Agreement shall control.

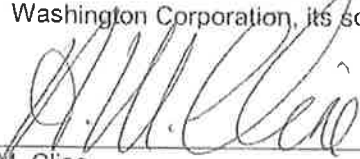
OWNER:  
2001 SIXTH LLC, a Delaware limited liability company

By: 2001 SIXTH HOLDINGS LLC, a Delaware  
limited liability company, its sole member

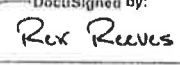
By: SIXTH & VIRGINIA PROPERTIES, a  
Washington general partnership, its sole member

By: CLISE TECHNOLOGIES COMPANY LLC,  
a Washington limited liability company, a general  
partner

By: CLISE PROPERTIES, INC., a  
Washington Corporation, its sole member

By:   
A. M. Clise  
Chairman and Chief Executive Officer

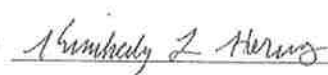
TENANT:  
MCLEODUSA TELECOMMUNICATIONS  
SERVICES, LLC  
an Iowa limited liability company

DocuSigned by:  
By:   
3EE80A0C6BFC4F7...  
Its Vice President-Engineering  
Date 2/27/2019

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 12<sup>th</sup> day of March, 2019, before me personally appeared A. M. CLISE, to me known (or proven on the basis of satisfactory evidence) to be Chairman and CEO of CLISE PROPERTIES, INC., a Washington corporation, acting in its capacity as sole member of CLISE TECHNOLOGIES COMPANY LLC, a Washington limited liability company, acting in its capacity as a general partner of SIXTH & VIRGINIA PROPERTIES, a Washington general partnership, acting in its capacity as sole member of 2001 SIXTH HOLDINGS LLC, a Delaware limited liability company, acting in its capacity as sole member of 2001 SIXTH LLC, the Delaware limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of 2001 SIXTH LLC, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

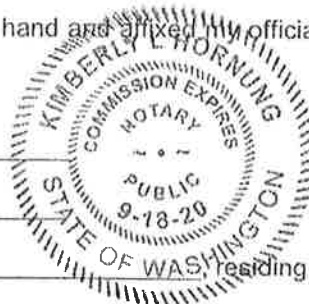
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Signed: 

Name: Kimberly L. Hornung

NOTARY PUBLIC in and for the State of WA, residing at Seattle

My commission expires: 9-18-20





# Exhibit D

Lease Modification #5 effective November 1, 2019

## Remote Hands Service Agreement

2018 Hourly Rates	Rate	Contact Number
Business Hours: M-F, 7am-4pm:	\$125	206.676.1500
Non Business Hours:	\$195	855.389.1WBX (1929)
Non Urgent Requests:	ecc@westinbldg.com	

- Complimentary Level 1 service calls.
- All Level 2 after hours work will be billed for a minimum of (2) hours.
- Required materials will be billed at cost plus markup.
  - Level 1 - 24x7 Emergency First Response: *Limited to tasks that take less than 15 minutes to complete.*
    - Visual inspection and verification
    - Power cycling or simple rebooting of equipment
    - Power feed status verification
    - Auditing power usage – available during business hours only
  - Level 2 - 24x7 Technical Response:
    - Support for routine scheduled network maintenance
    - Cross Connect installation, testing, verification
    - Circuit troubleshooting
    - Connecting console port for customer's remote management
    - Rack & Stack - Equipment Installation / Removal / Change
    - Inventory and labeling of equipment, cable, connections
    - Shipping & Receiving / Equipment RMA
    - Cabling - Installation of customer network cabling
    - Equipment configuration with your detailed instruction
  - Other services available upon request

Initials: DS  
RR Date: 2/27/2019

DS  
TH DS  
JL



Customer Number: MCL001  
Invoice: 53578  
Date: May 21, 2019

Windstream Communications  
dba McLeod USA Telecom  
PO Box 25410  
Little Rock, AR 72221

Mail Checks To:  
2001 Sixth LLC  
2001 Sixth Avenue Suite 300  
Seattle, WA 98121-2574

For questions, contact your account rep  
Account rep: AR@westinbldg.com  
Phone #: 206.443.1800

Unit	Charge Date	Charge Type	Description	Amount
3000250108	06-01-2019	TELFACRNT	Telecom Facility Rent, Paymnt	48.63
0401040108	05-31-2019	MPRT	1-Time Meet Me Room Accss Fee	350.00
0401010108	06-01-2019	CABF	Fiber Cable Vault-6th Ave.	1,000.00
3000-20-00	06-01-2019	CABF	Fiber Cable Vault-6th Ave.	1,000.00
0401010108	06-01-2019	CABL	Cabling Charge	1,500.00
3000-20-00	06-01-2019	CABL	Cabling Charge	880.00
0401010108	06-01-2019	ELEC	Elec Reimb - Communications	700.00
0401020108	06-01-2019	ELEC	Elec Reimb - Communications	700.00
0401030108	06-01-2019	ELEC	Elec Reimb - Communications	700.00
0401040108	06-01-2019	ELEC	Elec Reimb - Communications	700.00
0401050108	06-01-2019	ELEC	Elec Reimb - Communications	700.00
0401060108	06-01-2019	ELEC	Elec Reimb - Communications	700.00
3000250108	06-01-2019	ELEC	Elec Reimb - Communications	300.00
3000-20-00	06-01-2019	ESC	Cost of Svcs Escal - Office	4,188.35
3000-20-00	06-01-2019	ESC ELEC	Cost of Svcs Escal - Elec	1,477.80
0401040108	06-01-2019	MMRF	Fiber Meet Me Room	770.00
0401010108	06-01-2019	MMRP	Meet Me Room Access Charge	300.00
0401020108	06-01-2019	MMRP	Meet Me Room Access Charge	1,200.00
0401030108	06-01-2019	MMRP	Meet Me Room Access Charge	300.00
0401040108	06-01-2019	MMRP	Meet Me Room Access Charge	1,800.00
0401050108	06-01-2019	MMRP	Meet Me Room Access Charge	300.00
0401060108	06-01-2019	MMRP	Meet Me Room Access Charge	1,050.00
3000-20-00	06-01-2019	MMRP	Meet Me Room Access Charge	3,010.00
3000250108	06-01-2019	MMRP	Meet Me Room Access Charge	600.00
3000-20-00	06-01-2019	ROOF	Roof Rent	1,200.00

Total Due: 25,474.78\*

Make checks payable to 2001 Sixth LLC

Rents are due on the 1st of the month. Late charges assessed on past due amount.

We are now accepting credit card payments. A handling fee of 3% will be charged