

**FOURTH AMENDMENT
TO
SITE LEASE AGREEMENT
FOR
COMMUNICATIONS FACILITIES – ZONE 4 RESERVOIR**

This Fourth Amendment ("Amendment") is dated effective this 12th day of August, 2021, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("LESSOR"), and SIRIUS XM RADIO INC., (fka XM SATELLITE RADIO INC.), a Delaware corporation ("LESSEE").

A. The LESSOR and the LESSEE entered into a Site Lease Agreement dated effective January 12, 2001, allowing LESSEE permission to occupy and install communication facilities on property owned by LESSOR as amended by First Amendment dated June 6, 2011, and Second Amendment dated June 14, 2012, and Third Amendment dated August 16, 2016 (collectively, the "Agreement").

B. Section 17(a) provides that the Agreement may only be amended by written agreement of the parties.

C. The parties desire to amend the Agreement to extend the term, increase compensation during the extended term, and increase the commercial general and professional liability limits.

D. LESSEE has notified the LESSOR that it desires to exercise its right to extend the Agreement (Fourth Renewal Term) through May 31, 2026.

E. Section 5(c) of the Agreement provides for renewal periods and sets the rental rate for the initial term and the first Renewal Term. Rental rates for subsequent Renewal Terms shall be negotiated.

F. The parties have negotiated a rental rate for the Fourth Renewal Term.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Term.

The Fourth Renewal Term shall commence on June 1, 2021, and terminate May 31, 2026.

2. Rent.

Section 5(c) of the Agreement shall be amended to set the rental rate for the Fourth Renewal Term at \$1,613.45 per month.

3. Insurance / Indemnification / Eminent Domain.

Section 9 shall be amended to increase the Commercial General Liability limits, to limits not less than \$3,000,000 per occurrence; \$6,000,000 aggregate.

NOW, THEREFORE, the parties agree to the following terms and conditions:

3. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

LESSOR:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

LESSEE:
SIRIUS XM RADIO, INC.
1221 Avenue of the Americas, 37th Fl.
New York, NY 10020
Attn: General Counsel

DocuSigned by:
Pete Kmet
B11B2341451D46F...
Pete Kmet, Mayor

[Signature]
Signature (Notarized – see below)
Printed Name: David J. DenHerder
Title: Associate General Counsel

ATTEST:
DocuSigned by:
Melody Valiant
70FEB337401D68D...
Melody Valiant, City Clerk

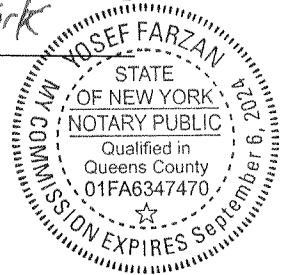
APPROVED AS TO FORM:
DocuSigned by:
Karen Kirkpatrick
9F0E9D38F34249E...
Karen Kirkpatrick, City Attorney

State of New York)
City of New York) ss

I certify that I know or have satisfactory evidence that David J. Denherder is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Associate General Counsel of Sirius XM to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/5/21

[Signature]
(Signature)
Notary Public in and for the State of New York
My appointment expires 9/16/24





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/04/2020

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

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

PRODUCER Aon Risk Services, Inc. of Washington, D.C. 2001 K Street NW Suite 625 N Washington DC 20006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Sirius XM Radio Inc. 1221 Avenue of the Americas 36th Floor New York NY 10020 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: American Casualty Co. of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER D: Transportation Insurance Co.</td> <td>20494</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: The Continental Insurance Company	35289	INSURER C: American Casualty Co. of Reading PA	20427	INSURER D: Transportation Insurance Co.	20494	INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: 570084847025 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6079406737	11/03/2020	11/03/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6079406690	11/03/2020	11/03/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			6079744574	11/03/2020	11/03/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6079419813	11/03/2020	11/03/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D				AOS 6079406723 AZ MA OR WI	11/03/2020	11/03/2021	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Site Code SEA036B, 1215 Barnes Blvd SW, Tumwater, WA 98501. Additional Insured: City of Tumwater.

CERTIFICATE HOLDER

CANCELLATION

City of Tumwater 555 Israel Road SW Tumwater WA 98501 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Washington D.C.</i>
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Holder Identifier :

Certificate No : 570084847025

**THIRD AMENDMENT
TO SITE LEASE AGREEMENT FOR
COMMUNICATIONS FACILITIES – ZONE 4 RESERVOIR**

This Third Amendment ("Amendment") is dated effective this 16th day of August, 2016, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("LESSOR"), and SIRIUS XM RADIO INC., (fka XM SATELLITE RADIO INC.), a Delaware Corporation ("LESSEE").

A The LESSOR and the LESSEE entered into a Site Lease Agreement on January 12, 2001 allowing LESSEE permission to occupy and install communication facilities on property owned by LESSOR as amended by First Amendment dated June 6, 2011 and Second Amendment dated June 14, 2012 (collectively, the "Agreement").

B. Section 17(a) provides that the Agreement may only be amended by written agreement of the parties.

C. The parties desire to amend the Agreement to extend the term and increase compensation during the extended term.

D. LESSEE has notified the LESSOR that it desires to exercise its right to extend the Agreement (Third Renewal Term) through 5/31/2021.

E. Section 5(c) of the Agreement provides for renewal periods and sets the rental rate for the initial term and the first Renewal Term. Rental rates for subsequent Renewal Terms shall be negotiated.

F. The parties have negotiated a rental rate for the Third Renewal Term.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Term.

The Third Renewal Term shall commence on June 1, 2016 and terminate May 31, 2021 unless extended pursuant to Section 4 of the Agreement.

2. Rent.

Section 5(c) of the Agreement shall be amended to set the rental rate for the Third Renewal Term at \$1,403 per month.

3. Notices. Section 14 of the Agreement shall be amended to update the following addresses:

If to Lessee to:

SIRIUS XM Radio Inc.
1221 Avenue of the Americas, 37th Floor
New York, NY 10020
Attn: General Counsel

With a copy to:

SIRIUS XM Radio Inc.
1500 Eckington Place NE
Washington, DC 20002
Attn: Lease Administration

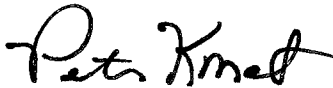
4. Full Force and Effect.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

LESSOR:

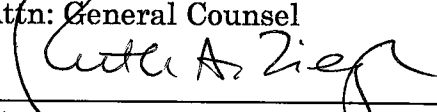
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501



Pete Kmet, Mayor

LESSEE:

SIRIUS XM RADIO INC.
1221 Avenue of the Americas, 37th Floor
New York, NY 10020
Attn: General Counsel

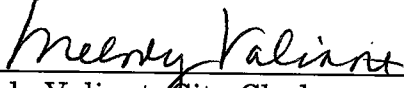


Signature (Notarized Below)

Printed Name: Ruth Liegler

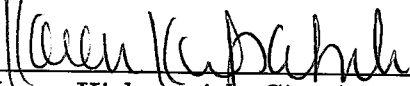
Title: SVP & Deputy General Counsel

ATTEST:



Melody Valiant, City Clerk

APPROVED AS TO FORM:



Karen Kirkpatrick, City Attorney

STATE OF Virginia)
CITY) ss.
COUNTY OF Fredericksburg)


On this day personally appeared before me Ruth Ziebler, to me known to be the SVP, Deputy General Counsel of Sirius XM Radio Inc. that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this 16th day of August, 2016.
Jennifer E. Kunkle
Jennifer E. Kunkle
(typed/printed name of notary)

Notary Public in and for the State of Virginia
My commission expires may 31, 2017



Memo

To: Melody Valiant, City Clerk
From:  Amy Gibson, Secretary III
Date: August 30, 2016
Re: Executed Third Amendment to Site Lease Agreement with SIRIUS XM Radio, Inc.

Attached for the city's records is a fully executed original of the above referenced Site Lease.

Let me if you have any questions or concerns regarding this document.

Attachment

c: SIRIUS XM Radio, Inc – Site Lease Agreement File

**SECOND AMENDMENT
TO SITE LEASE AGREEMENT FOR
COMMUNICATIONS FACILITIES – ZONE 4 RESERVOIR**

This Second Amendment ("Amendment") is made and entered this 14th day of June, 2012, dated effective October 1, 2011, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("LESSOR"), and SIRIUS XM Radio Inc., (fka XM SATELLITE RADIO INC.), a Delaware Corporation ("LESSEE").

A The LESSOR and the LESSEE entered into a Site Lease Agreement on January 12, 2001 allowing LESSEE permission to occupy and install communication facilities on property owned by LESSOR as amended by First Amendment dated June 12, 2011 (collectively, the "Agreement").

B. Section 17(a) provides that the Agreement may only be amended by written agreement of the parties.

C. The parties desire to amend the Agreement to extend the term and increase compensation during the extended term.

D. LESSEE has notified the LESSOR that it desires to exercise its right to extend the Agreement (Second Renewal Term) through 5/31/2016.

E. Section 5(c) of the Agreement provides for renewal periods and sets the rental rate for the initial term and the first Renewal Term. Rental rates for subsequent Renewal Terms shall be negotiated.

F. The parties have negotiated a rental rate for the Second Renewal Term.

G. Lessee desires to install additional equipment at the Property and Lessor has agreed to allow such installation.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Term.

The Second Renewal Term shall commence on October 1, 2011 and terminate May 31, 2016 unless extended pursuant to Section 4 of the Agreement.

2. Rent.

Section 5(c) of the Agreement shall be amended to set the rental rate for the Second Renewal Term at \$1,220 per month.

3. Permitted Use.

In accordance with Section 3(a) of the Agreement, Lessee shall have the right to remove Two (2) existing Til-Tek-2 DAB (120) antennas and install Four (4) Til-Tek 2335-DAB-H antennas, One (1) ALU cabinet, One (1) 1.8 meter VSAT dish and One (1) 3 inch gps unit. Lessee shall also have the right to replace both the ALU cabinet and existing HNS-XM200 XM cabinet with One (1) DRU cabinet.

4. Full Force and Effect.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

LESSOR:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501



Pete Kmet, Mayor

LESSEE:

SIRIUS XM Radio Inc.
1500 Eckington Place NE
Washington, DC 20002



Signature (Notarized Below)

Printed Name: Virginia Ann Sandor

Title: VP, Associate General Counsel

ATTEST:



Melody Valiant, City Clerk

APPROVED AS TO FORM:




Karen Kirkpatrick, City Attorney

DISTRICT OF COLUMBIA

On this day personally appeared before me Virginia Ann Sanders, to me known to be the VP Associate General Counsel of SIRIUS XM Radio Inc. that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this 14th day of June, 2012.



Adrienne Morrow

(typed/printed name of notary)

Notary Public in and for the State of _____

District of Columbia

My commission expires 7/14/15



City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4126

June 27, 2012

Sirius XM Radio, Inc.
Attention: Adrienne Morrow, Senior Director
Leasing & Property Management
1500 Eckington Place NE
Washington, DC 20002

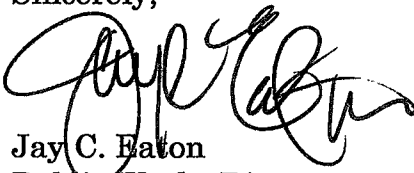
Re: **Executed Second Amendment to Site Lease Agreement
Tumwater Tank, 1215 Barnes Boulevard SW, Tumwater, WA 98512**

Dear Ms. Morrow:

Enclosed is one fully executed original of the Second Amendment to Site Lease Agreement between your firm and the City of Tumwater. Please note that the term of this Second Amendment runs through May 31, 2016.

Thank you for your cooperation in renewing this site lease agreement. Please don't hesitate to contact me should you have any questions or concerns regarding the Site Lease Agreement.

Sincerely,



Jay C. Eaton
Public Works Director

Enclosure

c: Melody Valiant, City Clerk (with Duplicate Original)
Patty Pantier, Accounting Technician

L:\Agreements\Sirius XM Radio Lease\2012-06-27 Transmit Executed 2nd Amendment

**FIRST AMENDMENT
TO
SITE LEASE AGREEMENT
FOR
COMMUNICATIONS FACILITIES - ZONE 4 RESERVOIR**

This First Amendment ("Amendment") is dated effective this 6th day of June, 2011, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("LESSOR"), and SIRIUS XM RADIO INC., (fka XM SATELLITE RADIO INC.), a Delaware Corporation ("LESSEE").

A The LESSOR and the LESSEE entered into a Site Lease Agreement on June 1, 2001 allowing LESSEE permission to occupy and install communication facilities on property owned by LESSOR ("Agreement").

B. Section 5(c) of the Agreement provides for renewal periods and set the rental rate for the initial term and the first Renewal Term. Rental rates for subsequent Renewal Terms shall be negotiated.

C. In 2006, LESEE exercised its right to extend the Agreement (First Renewal Term) through 5/31/2011.

D. LESSEE is seeking a second Renewal Term and the parties are currently in the process of negotiating a rental rate for the second Renewal Term.

E. Because it is possible an agreement as to the rental rate will not be reached before the expiration of the First Renewal Term, the parties desire to extend the term of the First Renewal Term and continue the current rental rate during this extension.

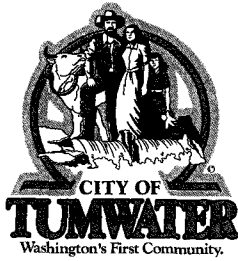
NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Term.

Section 4 of the Agreement shall be amended to extend the term of the First Renewal Term until September 30, 2011.

2. Renewal.

Section 5(c) of the Agreement requiring ninety (90) days advance notice of the new rental rate is hereby waived for purposes of this extension.



TUMWATER CITY HALL
555 ISRAEL ROAD SW
TUMWATER, WA 98501-6558
www.ci.tumwater.wa.us
360/754-5855
FAX: 360/754-4126

ADMINISTRATION DEPARTMENT
CITY ADMINISTRATOR
MAYOR AND COUNCIL
360/754-4120

DEVELOPMENT SERVICES DEPARTMENT
BUILDING PERMITS
ZONING & ENGINEERING
360/754-4180

BUILDING INSPECTION
REQUEST LINE
360/754-4189

FINANCE DEPARTMENT
CITY CLERK
INFORMATION SERVICES
360/754-4130
FAX: 360/754-4138

MUNICIPAL COURT
360/754-4190

FIRE DEPARTMENT
360/754-4170
FAX: 360/754-4179

HUMAN RESOURCES DEPARTMENT
360/754-4122
JOB LINE: 360/754-4129

LEGAL DEPARTMENT
CITY ATTORNEY
PROSECUTION SERVICES
360/754-4121

PARKS & RECREATION DEPARTMENT
360/754-4160
FAX: 360/754-4166

MUNICIPAL GOLF COURSE
4611 TUMWATER VALLEY DR SE
TUMWATER, WA 98501
360/943-9500
FAX: 360/943-4378

OLD TOWN CENTER
215 N. 2ND STREET SW
TUMWATER, WA 98512
360/754-4164
FAX: 360/754-2063

PLANNING & FACILITIES DEPARTMENT
LONG RANGE PLANNING
BUILDINGS & GROUNDS
HISTORIC PROGRAMS
360/754-4210
FAX: 360/754-4142

POLICE DEPARTMENT
360/754-4200
FAX: 360/754-4198

PUBLIC WORKS DEPARTMENT
ENGINEERING
360/754-4140
FAX: 360/754-4142

OPERATIONS &
MAINTENANCE
360/754-4150
FAX: 360/754-4154

June 10, 2011

Sirius XM Radio, Inc.
Attention: Adrienne Morrow
1500 Eckington Place NE
Washington, DC 20002

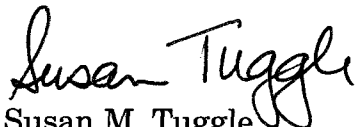
Re: **First Amendment to Site Lease Agreement**

Dear Ms. Morrow:

Enclosed you will find one original of the above referenced agreement which has been signed by Mayor Pete Kmet. You will note that the original we are returning to you has not been signed by Ms. Sandor. The original we retained for our records is fully executed.

Please don't hesitate to contact me or Public Works Director Jay Eaton at 360-754-4140 should you have any questions regarding this document.

Sincerely,


Susan M. Tuggle

Administrative Assistant, Public Works

Enclosure

c: Melody Valiant, City Clerk (w/duplicate original)

L:\Agreements\Sirius XM Radio Lease\2011-06-10 Signed First Amend Transmit

Site Number: SEA0-36B
Site Name: Tumwater Zone 4 Reservoir

SITE LEASE WITH OPTION AGREEMENT

THIS SITE LEASE WITH OPTION AGREEMENT (this "Agreement" is entered into this 12th day of January, 2000 between the City of Tumwater, ("Lessor") and XM Satellite Radio/Inc., a Delaware corporation ("Lessee").

WHEREAS, Lessor is the owner of certain real property including building(s) as more particularly described in Exhibit A attached hereto and made a part hereto by this reference ("Property"); and

WHEREAS, Lessee desires to obtain an option on the Property for the purpose of occupying and installing its Communication Facilities as more specifically set forth below.

WHEREFORE, Lessor and Lessee agree as follows:

1. Lessor, for and in consideration of this agreement and mutual considerations, the receipt whereof is hereby acknowledged, does hereby grant and convey unto Lessee, its successors, assigns, and agents, an Option to lease the Property for the Permitted Use set forth in Section 3 below.

2. Option to Lease.

(a) In consideration of the payment of Eight Hundred Seventy-five Dollars (\$875.00) (the "Deposit") by Lessee to Lessor, Lessor hereby grants to Lessee an option to lease the use of a portion of the real property described in attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for a term of six (6) months, commencing on the date first stated above (the "Option Period").

(b) The Option to lease Lessor's Property may be exercised by Lessee at any time during the Option Period by providing Lessor with written notice of Lessee's intent. Lessor shall lease the Premises to Lessee subject to the terms and conditions in this Lease, and the Option Deposit shall be applied to Rent for the sixtieth (60th) month of the Term or for the last month of the Term if sooner terminated. During the Option Period, if Lessee determines that the Premises are unsuitable for Lessee's Facilities or contemplated use, then Lessee shall so notify Lessor; this Lease will terminate, and Lessor shall retain the Option Deposit. Lessor agrees that Lessee may extend the Option Period by six (6) additional months by providing Lessor with written notice prior to the expiration of the original Option Period and by paying Lessor, at the time Lessee requests the extension, mutual considerations.

3. Permitted Use. The location on Lessor's Property which Lessee is occupying and installing its facilities shall be referred to as "Site" described in attached Exhibit "B".

(a) Lessee shall have the right, at its expense, to install, construct, reconstruct and maintain on the Site communication facilities including, without limitation, radio and other communication transmitting and receiving antennas, support mounts, cables, equipment, equipment storage structures and other improvements relating thereto (collectively the "Communications Facilities"). Lessee shall have the right to modify, supplement, replace, upgrade or relocate the Communications Facilities on the Property at any time during the term of the lease so long as said relocation, replacement or upgrade is made for the purpose of improving the operation of its Communications Facilities, with prior written consent of Lessor, which shall not be unreasonably withheld.

(b) Lessee shall give Lessor twenty-four (24) hours notice prior, verbally or in writing, of its intent to make any improvements, installations, maintenance or removal on the Site setting forth the nature of same, except in the case of emergency repairs. Workers for Lessee or agents thereof who work on Lessor's facilities will supply proper credentials and equipment for working on or around elevated water tanks.

(c) Lessee shall pay any incremental additional utility charges to the Site incurred as a result of Lessee's Permitted Use. Lessee shall have a right, at its expense, to install or improve utilities within or on the Property to service this Site.

(d) Notwithstanding the provisions of 3(a) above, prior installation, modification or relocation of any of the described communication facilities, Lessee shall gain Lessor's consent as to the location said facilities are intended to be installed. Said prior approval shall also be required with respect to size, shape and power output of the facilities. The parties agree that Lessor's approval shall not be unreasonably withheld.

(e) Lessee agrees that all improvements placed upon the property will be structurally secure, and that the Lessor and its equipment will be protected from damage or undue maintenance problems due to the presence of Lessee's equipment on the Site.

(f) In the event that Lessee shall find it necessary to enter the premises of Lessor's property at which the improvements are located, Lessee shall be solely liable for damage to Lessor's equipment.

(g) Lessor has no responsibility for maintenance or for security for the improvements placed upon the property by Lessee. Lessor shall have no liability to Lessee in the event of power failure or interruption of electrical service regardless of whether such interruption is caused by Lessor or agents thereof. In the event that Lessor is required to make water tank repairs, maintenance, or painting, the Lessor agrees to provide thirty (30) days notice to Lessee. Lessee agrees to accommodate Lessor by taking whatever action is necessary to secure the improvements of Lessee, or to remove them temporarily, if necessary, in order for Lessor to make repairs and do the

maintenance. In such event, Lessor will grant Lessee the right to install temporary communications facilities as are necessary to continue service. Lessor will use its best efforts to speedily take care of any work which requires Lessee to remove or otherwise disable its equipment.

4. Term. This Lease, if executed, shall be for a term of five (5) years ("Lease Term"), and shall commence on the date that the Lessee states in its written notice to Lessor of its intent to execute its right to lease the Property. Lessee shall have a right to renew the Lease Term four (4) additional terms at five (5) year terms each (each being a "Renewal Term").

5. Rent

(a) For the duration of the "lease term" Lessee shall pay Lessor as Rent Eight Hundred Seventy-Five Dollars (\$875) per month ("Rent"). Rent shall be payable in advance beginning on the Commencement Date for the first and for the following month, and thereafter Rent will be payable monthly in advance on the fifth (5th) day of each month for the following month to Lessor's address specified below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Lessee, and all prepaid Rent shall be refunded to Lessee.

(b) Lessee shall pay, as additional rent, any increase in real property taxes levied against the site which is directly attributable to Lessee's use of the site, and Lessor agrees to furnish proof of such increase to Lessee.

(c) Renewal. Lessee shall have the right to extend this Lease for four (4) additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that rent shall be One Thousand Fifty Dollars (\$1050) for the duration of the first Renewal Term. Provided Lessee elects to extend for one or more of the remaining three (3) Renewal Terms, no less than ninety (90) days prior to the commencement of such Renewal Term the parties shall come to agreement on a mutually acceptable rent rate. Agreement as to the monthly rent for such Renewal Terms shall be based on good faith negotiations by both parties. In the event agreement cannot be reached, the lease shall terminate.

6. Due Diligence. During the Option Period and any option extension, Lessee, its agents, engineers, or contractors, shall have the right to enter upon Lessor's Property to inspect, examine, sample and conduct all engineering tests or studies of the Site, to apply for and obtain all licenses and permits required for the Lessee's Permitted Use from all applicable governmental or regulatory entities, and otherwise do those things on the Site that, in the opinion of Lessee are necessary to determine the physical condition of the Site, Lessor's title to the Site, and the feasibility or suitability of the Site for Lessee's Permitted Use, all at Lessee's expense. Lessee shall not be liable to Lessor or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Lessee's inspection,

although Lessee shall be responsible for any damage, loss or destruction to the Site as a result of the actions of its employees, representatives or agents during the due diligence activities.

7. Interference

(a) Lessee shall not use the Site in any way that interferes with the existing use by: (i) Lessor, or ((ii) Lessees or licensees of Lessor holding rights to such site on the date of this Agreement ("Existing Lessees").

(b) Lessor warrants to Lessee the use and quiet enjoyment of the Site. Lessor agrees that it shall not use, nor shall it permit its Lessees, Lessees' employees, invitees or agents, to use any portion of the Property in any way which would interfere with the operation of Lessee, provided that continued use by Lessor or Existing Lessees in the same manner as existed at the time the Lease was executed shall not constitute interference with Lessee's operations.

(c) Investigation of Complaints. Lessee agrees to promptly investigate complaints regarding the operation of its equipment whether made to Lessee directly or to Lessor. If made to Lessee directly, Lessee agrees to inform Lessor of the nature of the complaint. Lessee further agrees to remedy problem if under Section 7(a) and (b), Lessee is responsible for the interference.

(d) Annual Measurement of Radio Frequency Emissions. At least annually, Lessee shall submit a report to Lessor showing the amounts of radio frequency emissions generated by the facilities and verifying that said emission levels are within FCC guidelines.

8. Environmental Matters.

(a) Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with the Lessee's use of Hazardous Materials.

(b) Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the property with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the property by Lessee.

(c) "Hazardous Materials" means asbestos or any hazardous substance, waste or materials as defined in any federal, state, or local environment or safety law or regulation including, but not limited to, CERCLA.

(d) The obligations of this Section 8 shall survive the expiration or other termination of this Agreement.

(e) Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, officials and employees harmless from and against any and all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with Lessee's operation of radio and other communication transmitting and receiving antennas on Lessor's property, including, but not limited to, such antennas' wrongful interference with Lessor or third parties' equipment that might be affected by such antennas and by such other damages that might be caused through the transmission signals of such antennas.

(f) To the fullest extent feasible, Lessee agrees to utilize and install antenna and equipment that is the least obtrusive to the visual environment. In all cases the antenna and related equipment shall be painted so as to blend with the facility it is attached to. Lessee shall confirm with Lessor regarding color selection.

9. Insurance / Indemnification / Eminent Domain. Lessee shall maintain at its expense commercial general liability insurance covering actions by Lessee providing for a limit of not less than One Million Dollars (\$1,000,000.00) single limits, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons and for damages to or destruction of property, including the loss of use thereof. Coverage shall include independent contractor's protection, premises operations, products/completed operations and contractual liability with respect to the liability assumed by Lessee hereunder. Lessor and Lessee shall look solely to insurance for loss due to any damage which is covered by insurance and neither party's insurance company shall be subrogated to a claim against the other party. In the event Lessee is self-insurance, Lessee shall supply Lessor with a certificate of self-insurance which complies with policy limitations set forth above. Each party shall indemnify and defend the other against loss from their negligent acts and that negligent act of their employees, agents, licensees, and invitees. The parties shall share in a condemnation award in proportion to their interest in the Property taken.

10. Assignment and Subleasing

(a) Upon Lessor's written consent, which shall not be unreasonably withheld, Lessee may assign this Lease, in part or in whole, including its right to renew, to any person or business entity which is licensed by the Federal Communications Commission.

(b) Lessee may sublet and assign the Lease, or portion thereof, and its other rights hereunder to any person or business entity which is a parent, subsidiary or affiliate of Lessee.

(c) Upon notification to Lessor of any assignment, Lessee shall be relieved of all performance, liabilities and obligation under this Site Lease With Option Agreement.

d) In the event Lessor elects to permit another communications user the right to use any of Lessor's Property, Lessor agrees to notify Lessee thirty (30) days prior to the issuance of such authority for the purpose of determining whether the third party communications user will interfere with Lessee's use or intended use of the Site. Should Lessee notify Lessor in writing that the third party communications will interfere with Lessee's operations, the Lessor agrees not to permit the third party communications user the right to use the Site. Lessee's consent shall not be unreasonably withheld.

11. Termination. This Site Lease With Option Agreement may be terminated as follows:

(a) By Lessor if Lessee fails to cure a default for payment of amounts due hereunder within thirty (30) days after Lessee's receipt of written notice of default from Lessor;

(b) By the non-defaulting party if the other party defaults [other than a default described in Section 11(a) above] and fails to cure such default within sixty (60) days after written notice of such default is received by the defaulting party from the non-defaulting party, provided, however, that if such default is capable of being cured, the Lessee may not be terminated so long as the defaulting party commences appropriate curative action within such sixty (60) day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

(c) By Lessee upon sixty (60) days prior written notice, provided, however, Lessee shall be obligated to pay rent for six months.

(d) Within sixty (60) days of the expiration or termination of this Agreement, Lessee shall at its own cost and expense, remove all facilities from Lessor's property and restore said property to its pre-lease condition, normal wear and tear excepted.

12. Successors and Assigns. This Agreement shall run with the Property and shall be binding upon and insure to the benefit of the parties, their respective successors, personal representatives and assigns.

13. Representations and Warranties. Each party covenants and warrants to the other that (i) it has the full right, power and authority to execute this Site Lease With Option Agreement and has the power to grant all rights hereunder, (ii) its execution and performance of this Agreement will not violate any laws, ordinances, covenants, or provisions of any mortgage, lease or other agreement binding on said party, and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provisions of law or court order or decree.

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

If to Lessor, to:

The City of Tumwater
555 Israel Road SW
Tumwater, WA 98501
Phone: (360) 754-4121
Fax: (360) 754-4126
Attn: Patrick L. Brock

If to Lessee to:

XM Satellite Radio Inc.
1500 Eckington Place, N.E.
Washington, DC 20002-2194
Phone: (202) 380-4500
Attn: Mr. Joe Titlebaum

15. Waiver of Landlord's Lien. Landlord (Lessor) hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's sole discretion and without Lessor's consent.

16. Title Report. Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor.

17. Miscellaneous

(a) This Site Lease with Option Agreement shall constitute the entire agreement and understanding of the parties with respect to the Property that is the subject matter thereof and supersedes all offers, negotiations and other agreements with respect thereto. There are no representations or understanding of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Any claim, controversy, or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located. There shall be no discovery other than the exchange of information which is provided to the arbitrator by the parties. The arbitrator shall have the authority only to award compensatory damages and shall not have the authority to award punitive damages or other noncompensatory damages; the parties hereby waive all rights to and claims for monetary awards other than compensatory damages.

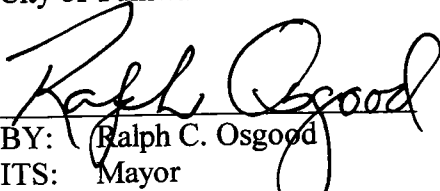
(c) Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commissions or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

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

(e) By executing this Agreement, the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

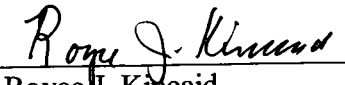
The parties have entered into this Agreement as of the date first stated above.

LESSOR:
City of Tumwater


BY: Ralph C. Osgood
ITS: Mayor


Federal Tax ID: 91-6001520
555 Israel Road SW
Tumwater, WA 98501

LESSEE:
XM Satellite Radio Inc.


BY: Royce J. Kincaid
ITS: Vice-President

December 19, 2000
Federal Tax ID: _____
1500 Eckington Place, N.E.
Washington, DC 20002-2194

ATTEST:


Sheryle Wyatt, City Clerk

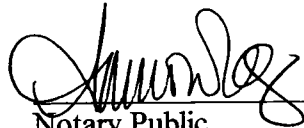
APPROVED AS TO FORM:


Patrick L. Brock, City Attorney

STATE OF District)
)ss.
COUNTY OF Columbia)

I certify that I know or have satisfactory evidence that Royce J. Kincaid is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the VP, Terr. Rptr. Prgm. of XM Satellite Radio Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 12/19/00



Notary Public
Print Name Adrienne M. Crowley
My Commission Expires: 7/14/05



AK

EXHIBIT A
Legal Description

To the Site Lease with Option dated _____ between the City
of Tumwater as Lessor, and XM Satellite Radio Inc., as Lessee:

The Property is legally described as follows:

(see attached)

EXHIBIT "A"

PARCEL A:

That portion of the South half of Section 27, Township 18 North, Range 2 West, W.M., described as follows: Beginning at the Northwest corner of said Section 27: thence South 01° 57' 12" West, along the West line of said section, 2,235.34 feet to the intersection with a curve concave to the Northwest radius of 509.00 feet from which point of intersection the radius point bears North 45° 34' 14" West; thence following the route of an easement recorded April 26, 1976 under Auditor's File No. 963690, Northeasterly along said curve on an arc distance of 80.74 feet through a central angle of 09° 05' 19"; thence continuing along said easement for the following seven courses: South 88° 46' 43" East 801.89 feet to the beginning of a curve to the right having a radius of 161.00 feet; thence Southeasterly, along said curve, an arc distance of 207.01 feet through a central angle of 19° 15' 15"; thence South 69° 31' 28" East 663.69 feet to the beginning of a curve to the right having a radius of 416.00 feet; thence Southeasterly, along said curve, an arc distance of 249.31 feet through a central angle of 34° 20' 16"; thence South 35° 11' 12" East 655.22 feet to the beginning of a curve to the left having a radius of 369.00 feet; thence Southeasterly, along said curve, an arc distance of 277.42 feet through a central angle of 43° 04' 32"; thence South 78° 15' 44" East 46.10 feet; thence leaving said easement South 11° 44' 16" West 141.66 feet; thence South 18° 15' 44" East 324.13 feet to the true point of beginning; thence North 71° 44' 16" East 156.24 feet; thence South 18° 15' 44" East 198.00 feet; thence South 71° 44' 16" West 172.00 feet; thence North 18° 15' 44" West 198.00 feet; thence North 71° 44' 16" East 15.76 feet to the true point of beginning.

PARCEL B:

A 30 foot wide easement for ingress, egress and utilities as contained in instrument recorded September 6, 1984 under Auditor's File No. 8409060033.

In the County of Thurston, State of Washington.

EXHIBIT B
Premises Location Within the Property

To the Site Lease with Option dated _____ between the City of Tumwater as Lessor, and XM Satellite Radio Inc., as Lessee:

The location of the Premises within the Property is more particularly described and depicted as follows:

(see attached)

EXHIBIT C
Site Plan

To the Site Lease with Option dated _____ between the City
of Tumwater as Lessor, and XM Satellite Radio Inc., as Lessee:

Site Plan and Equipment

(Construction drawings to be provided to Lessor upon completion
and to be fully incorporated herein)

EXHIBIT D
Memorandum of Lease and Option

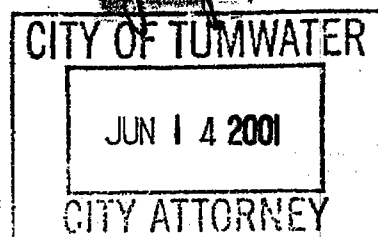
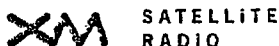
To the Site Lease with Option dated _____ between the City
of Tumwater as Lessor, and XM Satellite Radio Inc., as Lessee:

(N/A)

EXHIBIT E
IRS Form W-9

To the Site Lease with Option dated _____ between the City
of Tumwater as Lessor, and XM Satellite Radio Inc., as Lessee:

Document Attached



June 1, 2001

Patrick L. Brock
The City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

RECEIVED

JUN 15 2001

TUMWATER
PUBLIC WORKS

Re: Site Name/No.: Tumwater Zone 4 Reservoir/SEA036B

Dear Mr. Brock:

Pursuant to the Site Lease With Option Agreement between The City of Tumwater and XM Satellite Radio Inc. ("XM") for the above captioned site, this letter is to notify you of XM's intent to exercise its option to lease the real property described in the lease. In accordance with paragraph 4 of the agreement, the lease Commencement Date shall be June 1, 2001.

Please feel free to contact me with any questions.

Best Regards,

Melissa Sawyer
Project Coordinator, National Site Acquisition
Phone (202) 380-4073
Fax (202) 380-4541
E-Mail melissa.sawyer@xmradio.com

PH: (202) 380-4073 FAX: (202) 380-4541

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/08

PRODUCER USI Northeast, Inc. - C/L Suite 301, North 555 Pleasantville Rd Briarcliff Manor, NY 10510		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED Sirius XM Satellite Radio 1500 Eckington Place NE Washington DC 20002-2164		INSURERS AFFORDING COVERAGE	NAIC # 20281
		INSURER A: Federal Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	35310819	11/03/08	11/03/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS COMP/OF AGG	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73253148	11/03/08	11/03/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC AGG	
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	79763003	11/03/08	11/03/09	EACH OCCURRENCE	\$25,000,000
						AGGREGATE	\$25,000,000
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	71628606	11/03/08	11/03/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	1,000,000
						E.L. DISEASE EA EMPLOYEE	\$1,000,000
						E.L. DISEASE POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SEA036B 1215 Barnes Blvd SW Tumwater WA 98501 Additional Insured City of Tumwater

CERTIFICATE HOLDER

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mr. Charles W. Billigan

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

If SUBROGATION IS WAIVED subject to the terms and conditions of the policy certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s) authorized representative or producer and the certificate holder nor does it affirmatively or negatively amend extend or alter the coverage afforded by the policies listed thereon