

Site Name: Albany County Nursing Home

Site ID #: AL03XC001-A

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement (this "**Fourth Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain Lease Agreement dated April 25, 2002, ("**Original Agreement**") between SprintCom, Inc., a Kansas corporation, successor in interest to Independent Wireless One Leased Realty Corporation, a Delaware corporation ("**IWO**" or "**Sprint**"), and the County of Albany ("**County**"), as amended by First Amendment to Lease Agreement dated July 14, 2009 ("**First Amendment**"), as amended by Second Amendment to Lease Agreement dated July 5, 2012 ("**Second Amendment**"), and further amended by Third Amendment to Lease Agreement dated December 3, 2015 ("**Third Amendment**") (the Original Agreement, the First Amendment, the Second Amendment, and the Third Amendment shall collectively be referred to herein as the "**Agreement**").

BACKGROUND

WHEREAS, the Agreement is set to expire on August 31, 2020, and Sprint and County desire to extend the term of the Agreement.

WHEREAS, Sprint and County desire to modify certain provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, County and Sprint agree as follows:

1. **Term.** Article II of the Original Agreement and Section 1 of the Third Amendment are amended by adding the following:

The current term of the Agreement will expire on August 31, 2020. Notwithstanding anything to the contrary in the Agreement, Sprint is granted one (1) additional renewal term of five (5) years (an "Additional Renewal Term"). The Agreement will automatically renew for the Additional Renewal Term without any further action unless Sprint gives written notice of its decision not to renew before expiration of the then current term.

2. **Modification to Rent.** Article III of the Original Agreement and Section 2 of the Third Amendment are amended by adding the following:

Notwithstanding anything to the contrary in the Agreement, starting on September 1, 2020 and on the first day of every month thereafter, Sprint will pay rent in advance in equal monthly installments of Two Thousand Seven Hundred Eighty-Two and 26/100 Dollars (\$2,782.26). Rent will escalate by three percent (3%) on September 1, 2021 and every year thereafter. Rent for any partial months will be prorated based upon a 30-day month.

3. **Notice Address.** Article VII of the Original Agreement is hereby deleted in its entirety and replaced with the following:

All notices must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via nationally-recognized courier delivery service addressed to the recipient party as follows:

To County: County of Albany
100 Heritage Lane
Albany, NY 12211

To Sprint:

Sprint Property Services
Sprint Site ID: AL03XC001-A
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to:

Sprint Law Department
Sprint Site ID: AL03XC001-A
Attn.: Real Estate Attorney
Mailstop KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, Kansas 66251-2020

County or Sprint may from time to time designate any other address for this purpose by written notice to the other party.

4. **General Terms and Conditions.**

a. All capitalized terms used in this Fourth Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Fourth Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

c. This Fourth Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Fourth Amendment.

The parties have executed this Fourth Amendment as of the Effective Date.

County:
County of Albany

Sprint:
SprintCom, Inc., a Kansas corporation

By: _____

(please use blue ink)

Printed Name: _____

Title: _____

Date: _____, 201__

By:  _____

Printed Name: Silvia J. Lin

Title: Manager, Real Estate

Date: 12/31/2019