

Draft: September 28, 2011

THIS DOCUMENT IS A DRAFT. IT HAS NOT BEEN REVIEWED OR COMMENTED ON BY THE COUNTERPARTY. IT REMAINS SUBJECT TO NEGOTIATION AND IS LIKELY TO CHANGE WITHIN THE PARAMETERS ESTABLISHED BY THE PORT COMMISSION IF THE REQUESTED ACTION IS APPROVED.

**SECOND AMENDMENT TO LICENSE AGREEMENT
for
Wireless Communications Access System**

THIS SECOND AMENDMENT TO LICENSE AGREEMENT (the "Second Amendment") is made as of this ____ day of October 2011 by and between the PORT OF SEATTLE, a Washington municipal corporation, and NEW CINGULAR WIRELESS PCS, LLC., a Delaware limited liability company.

WHEREAS, the Port and Licensee are parties to that certain License Agreement for Wireless Communications Access System dated January 27, 2004 (the "Agreement"); and

WHEREAS, the Agreement was previously amended by that certain First Amendment to License Agreement dated December 16, 2009 (the "First Amendment"); and

WHEREAS, the parties now wish to further amend the Agreement by expanding the Licensed Premises to (i) include the remote Consolidated Rental Car Facility and the C-1 Building, (ii) upgrade the WCAS to support 4G technologies, (iii) extend the term of the Agreement, and (iv) make certain other revisions;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

1. Definitions. Capitalized terms that are undefined in this Second Amendment shall have the same meaning specified in the Agreement, as amended. In addition, the following terms shall have the meaning set forth:

1.1 C-1 Building. "C-1 Building" shall mean that portion of the passenger terminals at the Airport located at the base of the C Concourse, constructed by the Port after the date of the Amendment and to which the Wireless Communications Access System does not currently extend.

1.2 Consolidated Rental Car Facility. “Consolidated Rental Car Facility” shall mean the remote Consolidated Rental Car Facility currently under construction by the Port and located at the corner of International Boulevard and 160th Street South.

2. Expansion of the Licensed Premises.

2.1 Licensed Premises. In addition to, and not in lieu of, any portion of the existing Licensed Premises, the Licensed Premises shall specifically be expanded to include: (i) the additional Antenna Site in the Consolidated Rental Car Facility listed on Exhibit 1, (ii) the additional Antenna Site in the C-1 Building listed on Exhibit 2, (iii) the additional Interior Equipment Space in the Consolidated Rental Car Facility listed on Exhibit 3, (iv) the additional Interior Equipment Space in the C-1 Building listed on Exhibit 4, (v) such other and further Raceways the Consolidated Rental Car Facility and the C-1 Building as reasonably necessary for Licensee’s construction, installation, maintenance, operation and repair of the Wireless Communications Access System, and (vi) the additional Cable owned by the Port identified on Exhibit 5.

2.2 Exclusivity. The exclusivity provided by Section 2.2 of the Agreement shall specifically extend to the expanded Licensed Premises located within the Consolidated Rental Car Facility and the C-1 Building.

3. Extension of the Term.

3.1 Term. Provided Licensee substantially completes the expansion and upgrade of the Wireless Communications Access System as provided in this Second Amendment, the term of the Agreement shall automatically be extended for a period of seven (7) years from date on which the last of these expansions and/or upgrades is substantially complete (the “Revised Extension Term”); provided, however, in no event will the Revised Extension Term extend beyond July 31, 2019. The Port and Licensee shall confirm the date on which the last of these expansions and/or upgrades is substantially complete no later than August 31, 2012.

3.2 Additional Renewal. In the event that Licensee submits to the Port a request for renewal of the Term of the Agreement (as extended by this Second Amendment) at least twelve (12), but not more than fifteen (15), months prior to scheduled expiration of the Revised Extension Term, the Port may, in its sole and absolute discretion, extend the Term of this Agreement for one (1) additional five (5)-year term. If the Port elects to exercise this option to extend the Term, the Port shall deliver written notice of that election not more than sixty (60) days following the receipt of Licensee’s request for renewal. If the Port fails to deliver the written notice of its election within the period set forth, the Port shall automatically be deemed to have elected not to extend the Term of this Agreement.

4. Revised Standards. In addition to, and not in lieu of any requirements set forth in Sections 7, 9 and 11 of the Agreement, Licensee shall adhere to the following additional requirements.

4.1 General Requirements re Systems.

4.1.1 The Wireless Communications Access System and Wireless Cellular Network shall be expanded to include the Licensed Premises within the Consolidated Rental Car Facility and the C-1 Building so as to cover the public and non-public areas of those structures.

4.1.2 The Wireless Communications Access System and Wireless Cellular Network shall be consistent with, and capable of supporting, 4G technologies including, but not limited to, [INSERT SPECIFIC TECHNOLOGY REQUIREMENTS]. In addition, as wireless technologies evolve, Licensee shall continue to upgrade and improve the Wireless Communications Access System and Wireless Cellular Network to support such technologies. [INSERT TRIGGER LANGUAGE FOR IMPROVEMENTS/UPGRADES.]

4.1.3 In the event that the Port subsequently expands or materially modifies the passenger terminals at the Airport [INSERT OTHER CONDITIONS], Licensee shall expand the Wireless Communications Access System and Wireless Cellular Network to cover the public and non-public areas of any such expanded or materially modified passenger terminals. The Port specifically agrees to expand the Licensed Premises to include Antenna Site, Interior Equipment Room and/or Raceway and Cable to accommodate such expansion and the same may be done without formal amendment. The parties shall reasonably cooperate with one another to permit any such expansion to be accomplished as efficiently as reasonably possible.

4.1.4 Any wireless access points installed at any Antenna Site and any Cable installed as part of the Wireless Communications Access System in the C-1 Building and any future expansion required under Section 4.1.3 of this Second Amendment shall be capable of receiving and transmitting IEEE 802.11b and 802.11g compliant wireless data in a manner consistent with, and shall otherwise be treated as an extension of, the other Shared Assets that are currently in use in support the Port's Wireless Data System. Licensee shall not otherwise be required to make any improvements to support the Wireless Data System.

4.2 Expansion Requirements. Licensee shall generally construct the expansion of the Wireless Communications Access System and Wireless Cellular Network in the Consolidated Rental Car Facility and C-1 Building in a manner consistent with Article 9 of the Agreement; provided, however:

4.2.1 Licensee's design for the expansion shall conform to the preliminary design provided by Licensee as part of the negotiations of this Second Amendment.

4.2.2 With regard the construction of the expansion, Lessee shall develop and follow a Construction Schedule that will ensure:

Draft: September 28, 2011

4.2.2.1 Completion of the expansion of the Wireless Communications Access System and Wireless Cellular Network in the Consolidated Rental Car Facility no later than February 13, 2011, specifically including testing and optimization; and

4.2.2.2 Completion of the expansion of the Wireless Communications Access System and Wireless Cellular Network in the C-1 Building no later than July 31, 2012, specifically including testing and optimization;

4.2.3 Notwithstanding Section 9.3 of the Agreement, Licensee shall have no obligation to provide a Completion Bond with respect to any portion of the work contemplated by this Second Amendment.

4.2.4 Licensee shall specifically submit the information required by Section 9.5 with respect to the expansion as otherwise required by that Section.

4.2.5 While this Second Amendment and the extension of the term granted hereby are expressly conditioned on Licensee's strict compliance with the time limits for expansion and upgrade of the Wireless Communications Access System and Wireless Cellular Network, Licensee shall not otherwise be subject to liquidated damages for the failure to comply with the deadlines in this Second Amendment. – AND –

4.2.6 The expansion to the Consolidated Rental Car Facility and C-1 Building will encompass only WCN Assets and/or Shared Assets. As a result, Licensee shall retain ownership of all improvements made as part of the expansion in either location as provided under Section 9.8 of the Agreement.

4.3 Upgrade Requirements. Licensee shall generally upgrade the Wireless Communications Access System and Wireless Cellular Network in a manner consistent with Article 11 of the Agreement; provided, however: Licensee shall complete the upgrade of the Wireless Communications Access System and Wireless Cellular Network no later than July 31, 2012, specifically including optimization and testing.

5. Title to WCN Assets and Shared Assets. For the Revised Extension Term, title to the WCN Assets and Shared Assets (specifically including those installed as part of the expansion and/or upgrade) shall remain with, and belong solely to, the Licensee. Upon expiration or earlier termination of this Agreement (and subject to ARTICLE 24 of the Agreement), title to the WCN Assets (other than the Retained Assets) and Shared Assets then situated on the Property shall, subject to the General Warranties and, if applicable, the Post-Acceptance Warranties, pass automatically to the Port, without payment therefore, and Licensee shall have no further rights therein. In addition, Licensee shall, upon expiration or earlier termination of this Agreement, transfer and assign to the Port, without payment therefore, any site-specific permits and/or licenses necessary for the operation of the Wireless Communications Access System.

Draft: September 28, 2011

6. Other Terms Unaffected. Except as expressly set forth in this Second Amendment, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PORT OF SEATTLE

NEW CINGULAR WIRELESS PCS, LLC
SERVICES, INC.

By: _____
Its: _____

By: _____
Its: _____

Draft: September 28, 2011

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this ____ day of October, 2011 before me personally appeared _____, to me known to be the _____ of the PORT OF SEATTLE, the municipal corporation that executed the within and foregoing instrument, and acknowledged 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 s/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.

(Signature)

(Print Name)
Notary Public, in and for the State of Washington,
residing at _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this ____ day of October, 2011, before me personally appeared _____, to me known to be the _____ of _____, the corporation that executed the within and foregoing instrument as Licensee, and acknowledged 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 s/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.

(Signature)

(Print Name)
Notary Public, in and for the State of Washington,
residing at _____
My Commission expires: _____

Draft: September 28, 2011

EXHIBIT 1

– Antenna Site in Consolidated Rental Car Facility –

Draft: September 28, 2011

EXHIBIT 2

– Antenna Site in C-1 Building –

Draft: September 28, 2011

EXHIBIT 3

– Interior Equipment Space in Consolidated Rental Car Facility –

Draft: September 28, 2011

EXHIBIT 4

– Interior Equipment Space in C-1 Building –

Draft: September 28, 2011

EXHIBIT 5

– Additional Port Cable –

