

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

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (the "Amendment") is made as of this 16th day of December 2009 by and between the PORT OF SEATTLE, a Washington municipal corporation, and NEW CINGULAR WIRELESS PCS, LLC., a Delaware limited liability company, and predecessor-in-interest to AT&T Wireless Services, Inc.

WHEREAS, AT&T Wireless Services, Inc, now known as New Cingular Wireless Services, Inc., assigned its interests in that certain License Agreement for Wireless Communications Access System dated January 27, 2004 (the "Agreement") to its affiliate New Cingular Wireless Headquarters, Inc., which in turn merged into New Cingular Wireless PCS, LLC. All references in this Amendment and the Agreement to "Licensee" shall be deemed to be references to New Cingular Wireless PCS, LLC.

WHEREAS, the Port of Seattle and NEW CINGULAR WIRELESS PCS, LLC are parties to the Agreement and wish to extend the term of the Agreement and, for the extension term, make certain other revisions to the Agreement;

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 Amendment shall have the same meaning specified in the Agreement.

2. Extension of the Term.

2.1 Term. The Term of this Agreement is hereby extended for a period of five (5) years. Unless sooner revoked, terminated or extended to a later date under any other term or provision of the Agreement or this Amendment, the extension term shall commence on January 1, 2010 and terminate on December 31, 2014 (the "Extension Term").

2.2 Additional Renewal. In the event that Licensee submits to the Port a request for renewal of the Term of this Agreement at least twelve (12), but not more than fifteen (15), months prior to scheduled expiration of the 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.

3. Increase in License Fee.

3.1 Revised Definition of License Fee. For the Extension Term, the definition of "License Fee" shall mean and refer to the following monthly amounts:

Number of Carriers Operating on the Wireless Communications Access System		Monthly License Fee Amount
For up to two carriers (i.e. Licensee + 1 other carrier)		\$16,666.66
For three carriers (i.e. Licensee + 2 other carriers)		\$25,000.00
For four carriers (i.e. Licensee + 3 other carriers)		\$33,333.33
For five carriers (i.e. Licensee + 4 other carriers)		
	If the <i>fifth</i> carrier is signed ninety (90) days or less after the approval of this Amendment by the Port Commission, and first operates on the WCAS before the 7/1/2010, and continues to operate thereafter for not less than three (3) months.	\$40,000.00
	If the <i>fifth</i> carrier is signed more than ninety (90) days after the approval of this Amendment by the Port Commission or does not first operate on the WCAS before 7/1/2010 or does not operate thereafter for three (3) months	\$41,666.66
For sixth carrier and each additional carrier thereafter,		
	If the <i>fifth</i> carrier was signed ninety (90) days or less after the approval of this Amendment by the Port Commission and first operated on the WCAS before 7/1/2010 and operated thereafter for not less than three (3) months.	Add'l \$8,000.00/carrier
	If the <i>fifth</i> carrier was signed more than ninety (90) days after the approval of this Amendment by the Port Commission or did not first operate on the WCAS before 7/1/2010 or did not operate thereafter for three (3) months	Add'l \$8,333.33/carrier

For purposes of this Section, the phrase "carrier operating on the Wireless Communications Access System" shall mean a carrier that has access to the WCAS and the ability to broadcast its signal over the WCAS and shall include Licensee. For purposes of this Section, "signed" shall mean that both Licensee and the carrier operating on the Wireless Communications Access System have executed a written agreement for the carrier's access to, and ability to broadcast its signal over, the WCAS, whether or not the carrier has, in fact, begun operating on the Wireless Communications Access System.

3.2 Adjustment to License Fee.

3.2.1 The monthly License Fee amounts set forth in Section 3.1 shall be fixed for calendar year 2010. In each subsequent year during the term of this Agreement, the monthly License Fee amounts shall be adjusted to reflect any annual growth in the number of Enplaned Passengers at the airport. To accomplish this, the monthly License Fee amounts for calendar years 2011 through 2014 shall be adjusted by the percentage change in the number of Enplaned Passengers for the most recent calendar year prior to the adjustment, provided, however in no event will the monthly License Fee amounts be adjusted downward as a result of a change in the number of Enplaned Passengers and in no event will the increase in the monthly License Fee amounts for any Agreement Year (relative to the prior Agreement Year) exceed three percent (3%).

3.2.2 In order to make the adjustments described above in 3.2 above, Port shall provide Licensee with the Enplaned Passenger calculations for the prior year on or before March 1 of each calendar year during the Term. The monthly Licensee fee payments for January, February and March shall be in the amounts payable during the prior year. The License Fee payments for April and ensuing months shall be adjusted as noted above; in addition, the April payment shall include a lump sum payment to reflect the Enplaned Passenger adjustment to the License Fee for each of the first three months of that year.

3.3 Decrease in Carriers. In the event that a carrier ceases operations on the Wireless Communications Access System, then the Licensee Fee payable under this Agreement shall be adjusted to the applicable level as set out in Section 3.1 above (as adjusted under Paragraph 3.2) beginning with the first full calendar month after that carrier ceases operations on the Wireless Communications Access System.

3.4 Contract Rent. Given that the value of the WDS Assets was fully amortized over the original Term of the Agreement, the Port and Licensee agree that the License Fee paid to the Port shall be the contract rent for the Premises over the Extension Term.

4. Right of Termination for Interference. Notwithstanding Section 6.4.3 of the Agreement, in the event that neither the Port nor the FCC are able to resolve any interference as provided in Section 6.4.3 of the Agreement, Licensee shall still have the right to terminate the License as provided in Section 6.4.3, but the Port shall not, in the event of such termination, be required to pay the Net Book Value of WCAS during the Extension Term.

5. Title to WCN Assets and Shared Assets. For the Extension Term, title to the WCN Assets and Shared Assets 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.

6. Other Terms Unaffected. Except as expressly set forth in this 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  
SERVICES, INC.

NEW CINGULAR WIRELESS PCS, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF WASHINGTON )
) ss
COUNTY OF KING )

On this \_\_\_ day of December, 2009 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 December, 2009, 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: \_\_\_\_\_

