

LICENSE AGREEMENT
for
Wireless Communications Access System

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LICENSE AGREEMENT
for
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THIS LICENSE AGREEMENT (the "Agreement") is made as of this ____ day of January, 2004 by and between the PORT OF SEATTLE, a Washington municipal corporation, and AT&T Wireless Services, Inc, a Delaware corporation.

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

ARTICLE 1: DEFINITIONS

The following terms shall have the meanings specified in this Article, unless otherwise specifically provided. Other terms may be defined in other parts of the Agreement.

1.1 Acceptance. "Acceptance" shall mean and refer to the Port's acceptance of the Wireless Communications Access System designed and installed by Licensee. The Port shall accept the Wireless Communications Access System if it complies with all of the requirements of this Agreement and successfully passes the Customer Acceptance Test Plan set forth on Exhibit H.

1.2 Administrative Fee. "Administrative Fee" shall mean and refer to a one-time lump sum payment of one thousand five hundred dollars (\$1,500.00).

1.3 Agreement. "Agreement" shall mean and refer to this agreement, together with the Exhibits and all agreements supplemental to or modifying this agreement, whether made contemporaneously herewith or subsequent hereto.

1.4 Agreement Year. "Agreement Year" shall mean each successive year or partial year during the term of this Agreement, beginning with the first day of the first full month on or after the Date of Beneficial Occupancy.

1.5 Airport. "Airport" shall mean and refer to Seattle-Tacoma International Airport.

1.6 Antenna Site. "Antenna Site" shall mean and refer to the applicable interior and/or exterior portions of the Airport that will be used by Licensee to locate components of the Wireless Communications Access System. The Antenna Site is more specifically described in Exhibit A.

1.7 Cable. "Cable" shall mean and refer to optical fibers, co-axial and/or copper wires to be used by Licensee to provide Licensee's Communications Services. Cable may, to the extent set

forth on Exhibit B, include certain optical fibers, co-axial and/or coppers wires owned by the Port or other third parties.

1.8 Commencement Date. "Commencement Date" shall mean and refer to the date on which the Port first turns over to Licensee the Licensed Premises for construction of the Wireless Communications Access System.

1.9 Construction Schedule. "Construction Schedule" shall have the meaning set forth in Section 9.2.

1.10 Date of Beneficial Occupancy. "Date of Beneficial Occupancy" shall mean and refer to the earlier of: (i) the date on which Licensee (or any other telecommunications carrier) first puts the Wireless Communications Access System (or any portion thereof) to beneficial use, (ii) the date ten (10) days after the date on which Acceptance is first achieved, or (iii) the date one hundred eighty (180) days from the Commencement Date.

1.11 Default Rate. "Default Rate" shall mean and refer to 18% per annum or the maximum interest rate permitted by law for this transaction in the State of Washington, whichever is less.

1.12 Enplaned Passenger. "Enplaned Passenger" shall mean all those passengers boarding flights at the Airport from scheduled or chartered flights, whether domestic or international, including non-revenue passengers (but excluding airline crew for the flight), and including those passengers connecting from arriving flights of same or another airlines.

1.13 Environmental Laws. "Environmental Laws" shall mean and refer to any and all Legal Requirements relating to the protection of human health and the environment.

1.14 Event of Default. "Event of Default" shall have the meaning set forth in Section 19.1 below.

1.15 Existing RF Use. "Existing RF Use" shall have the meaning set forth in Section 6.4.2 below.

1.16 General Warranties. "General Warranties" shall mean and refer to the warranty and covenant by Licensee that: (i) Licensee is the sole owner of the assets transferred or passing to the Port, (ii) Licensee shall have right to surrender the assets transferred or passing to the Port, (iii) assets transferred or passing to the Port are free from all liens and encumbrances, and (iv) that all Cable included within assets transferred or passing to the Port is properly labeled at each end, in each telecommunications/electrical closet and junction box, and otherwise as may be required by Port regulations. The General Warranties shall be made as of the date and time the assets to which the General Warranties are applicable are transferred or passed to the Port. In addition, Licensee shall, as part of the General Warranties, further assign and transfer (without the necessity of any

payment) to the Port any and all manufacturer and/or installer warranties related to the assets transferred or passing to the Port.

1.17 Hazardous Substance. "Hazardous Substance" shall mean and refer to any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101) or by the United States Environmental Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto), petroleum products and their derivatives, and such other substances, materials and wastes as are or become regulated or subject to cleanup authority by any jurisdiction under any Environmental Laws.

1.18 Head-End Equipment Room. "Head-End Equipment Room" shall refer to the approximately twenty-five hundred (2,500) square feet of interior space located in the parking garage at the Airport that will be constructed and utilized by the Licensee to locate the head-end components of the Wireless Communication Access System. The Head-End Equipment Room is further described in Exhibit D.

1.19 Interior Equipment Space. "Interior Equipment Space" shall mean and refer to the interior space located in utility closets and the like throughout the Airport that will be used by Licensee to locate components of the Wireless Communications Access System. The Interior Equipment Space is more particularly described on Exhibit E.

1.20 Legal Requirements. "Legal Requirements" shall mean and refer to all laws, statutes and ordinances including building codes and zoning regulations and ordinances and the orders, rules, regulations and requirements (whether now or hereafter in effect) of all federal, state, county, city or other local jurisdiction departments, agencies, bureaus, offices and other subdivisions thereof, or any official thereof, or of any other governmental, public or quasi-public authority, which may be applicable to or have jurisdiction over the Airport, the Wireless Communications Access System or Licensee's Communications Services and all requirements, obligations and conditions of all instruments of record on the date of this Agreement. Legal Requirements shall specifically include any and all rule and regulations, whether now or in the future adopted or amended, promulgated by the Port of Seattle on a non-discriminatory basis and applicable to the Airport, the Licensed Premises, the Wireless Communications Access System or Licensee's Communications Services.

1.21 License. "License" shall mean and refer to the rights granted to Licensee under this Agreement.

1.22 License Fee. "License Fee" shall mean and refer to the sum of fourteen thousand dollars (\$14,000) per month plus an additional seven thousand dollars (\$7,000) per month for each carrier beyond the first two (i.e. Licensee plus one other) operating on the Wireless Communications Access System. 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. Each component of the License Fee

(i.e. the base amount and per carrier amount) shall be adjusted on the commencement of every Agreement Year through the Term of this Agreement to a dollar amount that bears the same ratio to the original License Fee component that the number of Enplaned Passengers for the most recent calendar year prior to the adjustment bears to the number of Enplaned Passengers for the most recent calendar year prior to the Commencement Date; provided, however in no event will either License Fee component be adjusted downward as a result of a change in the number of Enplaned Passengers and in no event will the increase in the License Fee for any Agreement Year (relative to the prior Agreement Year) exceed three percent (3%).

1.23 Licensed Premises. "Licensed Premises" shall mean and refer to those portions of the Airport that Licensee is authorized to use to provide Licensee's Communications Services, specifically including the Antenna Site, the Head-End Equipment Space, the Interior Equipment Space and the Raceways.

1.24 Licensee. "Licensee" shall mean AT&T Wireless Services, Inc, whose address for purposes of notice is 7277 164th Ave NE, Redmond, WA 98052.

1.25 Licensee's Communications Services. "Licensee's Communications Services" shall mean and refer to only those types of services that Licensee is hereby authorized to conduct at the Airport, which services are deemed to include only those services specifically described on Exhibit F. Licensee hereby represents and warrants that it is able to provide Licensee's Communications Services and is authorized by federal, state and/or local laws, codes and regulations, as applicable, to provide such services.

1.26 Lien. "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale or other encumbrance on the Licensed Premises and any alteration, fixture, improvement or appurtenance thereto.

1.27 Material. "Material" shall, with respect to an event of fire or other casualty addressed in ARTICLE 14, mean and refer to damage of sufficient severity that either: (a) Licensee will be prevented as a result of such casualty from locating within the Head-End Equipment Room (or, if offered by the Port, at comparable relocation space) for a period of more than ninety (90) days, or (b) Licensee will otherwise no longer be reasonably able to perform under this Agreement as to a majority of the Airport covered by the Wireless Communications Access System for a period of more than ninety (90) days as a result of such fire or other casualty.

1.28 Net Book Value of the WCAS. "Net Book Value of the WCAS" shall mean the unamortized value of Licensee's cost to construct the WCAS determined in accordance with the following rules:

1.28.1 Only those portions of the WCAS (whether owned by Licensee or another carrier) that become the property of the Port at the end of the Term (i.e., excluding the Port Assets,

Retained Assets and that property which becomes the Property of the Port at Acceptance) shall be eligible for reimbursement (the "eligible assets");

1.28.2 Only those direct costs expended by Licensee for design, construction, acquisition and/or installation of the eligible assets and as set forth in the certified statement submitted to the Port pursuant to Section 9.5.1 shall be eligible for reimbursement (the "eligible costs"). In no event, however, shall the eligible costs ever exceed \$2,278,000.

1.28.3 For each eligible asset (or group of assets), the eligible cost of that eligible asset shall be amortized on a straight-line basis over the useful economic life of such eligible asset (or group of assets), where such "useful economic life" shall in no instance exceed the period of time commencing on the date such eligible asset is installed and terminating at the last day of the fifth Agreement Year.

1.28.4 The Net Book Value of the WCAS shall be determined as of the date on which the termination of this Agreement is effective and shall be the sum of the unamortized portion of the eligible costs for all eligible assets.

1.29 Network Standards. "Network Standards" shall mean and refer to all protocols, methods, codes, and standards applicable to the operation of wired or wireless networks, as applicable to Wireless Communications Access System and/or Licensee's Communications Services, including any that may in the future be adopted or amended. Network Standards shall include, but not be limited to, IEEE 802.1, IEEE 802.3, IEEE 802.11, IETF STD 005 and ANSI/TIA/EIA 568/569.

1.30 Notice of Default. "Notice of Default" shall mean and refer to written notice of any Event of Default to Licensee.

1.31 Pre-existing Hazardous Substance. "Pre-existing Hazardous Substance" shall mean and refer to either: (i) a Hazardous Substance existing on or about the Licensed Premises prior to the Commencement Date, or (ii) a Hazardous Substance not existing on or about the Licensed Premises prior the Commencement Date but migrating onto the Licensed Premises after the Commencement Date through no fault of Licensee.

1.32 Port. "Port" or "the Port" shall mean and refer to the Port of Seattle, whose street address for purposes of notice is Seattle-Tacoma International Airport, Main Passenger Terminal, 17801 Pacific Highway South, Seattle, Washington 98158, Attention: Manager, Aviation Properties and whose mailing address for purposes of notice is Seattle-Tacoma International Airport, Main Passenger Terminal, P. O. Box 68727, Seattle, Washington 98168, Attention: Manager, Aviation Properties.

1.33 Port Assets. "Port Assets" shall mean and refer to those portions of the Wireless Communications Access System that are installed, supplied and/or made available to Licensee by

the Port or third parties, including (but not limited to) any optical fibers, co-axial and/or copper wires owned by the Port or other third parties identified on Exhibit B. Port Assets do not include the Antenna Site, the Head-End Equipment Room or the Interior Equipment Space, but do (except as otherwise specified) include the Raceways installed, supplied and/or made available to Licensee by the Port or third parties.

1.34 Port Standards. "Port Standards" shall mean the Sea-Tac Rules and Regulations, the Regulations for Airport Construction, the Tenant Design and Construction Process Manual (also known as, and referred to herein, as the "Tenant Roadmap"), the CAD Standards Manual, the Concession Design Standards, the Port's mechanical, electrical, water and waste, and industrial waste and storm drainage standards and any other, similar document establishing requirements and/or standards for design and construction at the Airport of which Licensee has either actual notice or constructive notice through, for example, incorporation into the Sea-Tac International Airport Schedule of Rules and Regulations No. 4, or any successor thereto.

1.35 Post-Acceptance Warranties. "Post-Acceptance Warranties" shall mean and refer to the warranty and covenant by Licensee that: (i) the assets transferred or passing to the Port are in good condition, working order, in safe condition and comply with all of the requirements of this Agreement, and (ii) that the assets transferred or passing to the Port will perform as represented in Licensee's response to the Port's Request for Qualifications for a Wireless Communications Access System and Management Agreement. The Post-Acceptance Warranties shall arise only after Acceptance and be made as of the date and time the assets to which the Post-Acceptance Warranties are applicable are transferred or passed to the Port.

1.36 Project. "Project" shall mean and refer to the construction, installation and commissioning of the Wireless Communications Access System to provide Licensee's Communications Services.

1.37 Raceway. "Raceway" shall mean and refer to vertical and/or horizontal risers, conduits, and cable trays in the Airport through which Licensee will place its Cable.

1.38 Retained Assets. "Retained Assets" shall mean and refer to those portions of the Wireless Communications Access System specifically set forth on Exhibit I. The Retained Assets are a subset of the WCN Assets.

1.39 Security. "Security" shall have the meaning set forth in Section 5.1 below.

1.40 Shared Assets. "Shared Assets" shall mean and refer to mean and refer to those portions of the Wireless Communications Access System that are installed by Licensee and used by both the Wireless Cellular Network and Wireless Data System portions of the Wireless Communications Access System.

1.41 Tenant. "Tenant" shall mean and refer to any tenant, licensee, or occupant of the Airport conducting business under the terms of a separate lease, license agreement, or other occupancy agreement with the Port.

1.42 Term. "Term" shall have the meaning set forth in Section 3.1 below.

1.43 WCAS. See Section 1.49.

1.44 WCN. See Section 1.48

1.45 WCN Assets. "WCN Assets" shall mean and refer to those portions of the Wireless Communications Access System that are installed by Licensee and used solely by the Wireless Cellular Network portion of the Wireless Communications Access System. Unless otherwise provided, WCN Assets include the Retained Assets.

1.46 WDS. See Section 1.50.

1.47 WDS Assets. "WDS Assets" shall mean and refer to those portions of the Wireless Communications Access System that are installed by Licensee and used solely by the Wireless Data System portion of the Wireless Communications Access System.

1.48 Wireless Cellular Network. "Wireless Cellular Network" or "WCN" shall refer to that portion of the Wireless Communications Access System that enables wireless paging, cellular telephony, radio and cellular data. The use of the term "Cellular" in connection with the WCN is solely for convenience and not intended to be defined, or otherwise limited, by any definition of the term "cellular" existing under Federal Communications Commissions rules or regulations.

1.49 Wireless Communications Access System. "Wireless Communication Access System" or "WCAS" shall mean and refer to the integrated system for providing clear, hosted, interference free radio frequency voice and data access at the Airport. The WCAS shall, through use of separate or shared components, include the Wireless Cellular Network and the Wireless Data System. The Wireless Communications Access System consists of Cable, conduit, antenna, satellite dishes, junction boxes, cabinets, racks, hangers, pull boxes, grounding wires, and all related equipment as more specifically described on Exhibit G. The description of the WCAS set forth on Exhibit G shall be solely for purposes of identifying and generally describing the WCAS to be installed by Licensee. All aspects of the WCAS, regardless of whether or not reflected on Exhibit G shall be subject to review and approval of the Port as more particularly set forth in ARTICLE 9. Furthermore, the description of any particular system or item of equipment shall not supersede or otherwise modify the requirements of ARTICLE 7. The parties specifically agree that Exhibit G shall not function as any pre-approval by the Port of any particular system or equipment, and shall not constitute a representation, warranty or covenant by the Port that such system or equipment will be approved as part of any review required under ARTICLE 9.

1.50 Wireless Data System. "Wireless Data System" or "WDS" shall mean and refer to that portion of the Wireless Communication Access System that enables the use of wireless data communication devices employing 802.11a, 802.11b, 802.11g, or other broadband wireless transport technologies and systems.

ARTICLE 2: GRANT OF LICENSE; CONDITION AND USE OF PROPERTY

2.1 Agreement. Subject to the provisions, covenants and agreements contained in this Agreement, the Port hereby grants to Licensee: (i) a license, with exclusivity only to the extent expressly provided in Section 2.2, to construct, install, maintain, operate, repair, replace and remove the Wireless Communications Access System in or on the Licensed Premises; (ii) a non-exclusive license, subject to the rights of the Port and other Tenants, to use the existing Raceways and any specific Cable owned/controlled by the Port and identified on Exhibit B in connection with Licensee's construction, installation, maintenance, operation, repair, replacement and removal of the Wireless Communications Access System; and (iii) a non-exclusive license to install, own, operate, maintain, repair, replace and remove conduit and/or cable trays in the Licensed Premises as approved in accordance with this Agreement, and for no other purpose. Notwithstanding the foregoing, Licensee shall not install any additional, redundant or replacement equipment of different size, functionality or attributes from the Wireless Communications Access System specified in Exhibit G, except in accordance with Article 11.

2.2 Exclusivity. The license granted by Section 2.1 to construct, install, maintain, operate, repair, replace and remove the Wireless Communications Access System in or on the Licensed Premises shall, for the Term of this Agreement, include the exclusive right to install an in-building, distributed antenna system for purposes of servicing telecommunications carriers utilizing the regulated 800 MHz Cellular and 1900 MHz PCS bands for purposes of voice and/or data transmission by the public. This license granted by Section 2.1 shall otherwise be nonexclusive, and the right of exclusivity set forth in this Section shall not extend to either any other frequency band or any other use of the defined frequency bands.

2.3 Condition and Use of Property. Licensee is familiar with the physical condition of the Licensed Premises and accepts them in their present condition. Licensee may use the Licensed Premises for the uses set forth in ARTICLE 6 hereof so long as such uses are in conformity with all Legal Requirements and Port Standards affecting the Property, and Licensee will not, by action or inaction, take or allow any action or thing which is contrary to any legal or insurable requirement or which constitutes a public or private nuisance or waste.

ARTICLE 3: TERM

3.1 Term. The Term of this Agreement shall commence on the Commencement Date and shall extend for a period of five (5) years from the Date of Beneficial Occupancy, unless sooner revoked, terminated or extended to a later date under any other term or provision hereof. The License is revocable only in accordance with the express terms of this Agreement.

3.2 Renewal. In the event that Licensee submits to the Port a request for renewal of the Term of this Agreement at least twelve, but not more than fifteen, months prior to scheduled expiration of this Agreement, the Port may, in its sole and absolute discretion, extend the Term of this Agreement for one (1) 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.

ARTICLE 4: FEES

4.1 Administrative Fee. Licensee shall pay the Administrative Fee to the Port on or before the Commencement Date.

4.2 Payment of License Fee. Commencing on the Date of Beneficial Occupancy, Licensee shall pay to the Port the License Fee in advance on the first day of each and every month during the remainder of the Term without any prior demand and without any abatement, deduction or setoff whatsoever. If the Date of Beneficial Occupancy falls on any day other than the first day of a calendar month, the License Fee for any fractional month shall be prorated based upon the actual number of days in such fractional month.

4.3 Contract Rent. The Port and Licensee agree that the License Fee paid to the Port together with, upon Acceptance, the reasonable value of the WDS Assets shall be the contract rent for the Premises. The value of the WDS Assets shall be amortized over the Term of this Agreement from the date of Acceptance until the date of lease expiration.

4.4 Remittance Address. Any and all payments due to the Port by Licensee shall be remitted to the following address: Port of Seattle, P. O. Box 34249, Seattle, WA 98124-1249, or at such other place as the Port may direct in writing.

4.5 Late Payment. If any payment of whatever kind or nature is not received by the Port within ten (10) days of when due, Licensee shall pay to the Port a late payment charge equal to five percent (5%) of the amount of such delinquent payment in addition to the installment then owing, regardless of whether or not a Notice of Default has been given by the Port. In addition, if such delinquent payment and late charge are not received within fifteen (15) days of when such delinquent payment was originally due, Licensee shall further pay interest on such delinquent payment and late charge thereafter at the Default Rate. The Port and Licensee recognize that the damages that the Port will suffer as a result of Licensee's failure to timely pay are difficult or impracticable to ascertain, and agree that said interest and late charge are a reasonable approximation of the damages that the Port will suffer in the event of Licensee's late payment. This provision shall not relieve Licensee from payment at the time and in the manner herein specified. Acceptance by the Port of any such interest and late charge shall not constitute a waiver of

Licensee's default with respect to said overdue amount, nor shall it prevent the Port from exercising any other rights or remedies available to the Port.

4.6 Accounting Records; Audit.

4.6.1 Licensee covenants and agrees that it will establish and maintain at a mutually agreeable place an accounting system in full and complete accordance with generally accepted accounting principles and otherwise satisfactory to the Port for the determination of any amounts due or other computations, or both, which may be necessary or essential in carrying out the terms of this Agreement. Licensee shall also maintain all books of account and records customarily used in this type of operation, and as may from time to time be required by the Port, in accordance with accepted accounting practices and standards.

4.6.2 It is further agreed that the Port or its agent shall, for a period of three (3) years after the end of each Agreement Year, be allowed to inspect and audit Licensee's books of accounts at all reasonable times. If not maintained in a reasonably convenient location in the Puget Sound Region, all such documents shall be made available for audit at a reasonably convenient location in the Puget Sound region within five (5) days of request by the Port, or otherwise Licensee shall reimburse the Port for travel expenses incurred in accordance with the Port's travel guidelines for travel to the location at which such records are maintained. The cost of such audit shall be borne by the Port.

4.7 Infrastructure Sharing. The Port will assist Licensee in coordinating private uses of the WCN by tenants or governmental entities at the Airport. Licensee may require a party requesting such private use of the WCN to reimburse Licensee for a portion of the cost of designing, constructing and maintaining the WCN.

ARTICLE 5: BOND OR OTHER SECURITY

5.1 Security. Licensee shall, upon execution of this Agreement, obtain and deliver to the Port a good and sufficient corporate surety company bond, irrevocable stand-by letter of credit, cash deposit or other security in an amount set forth below (hereinafter referred to as "Security"), to secure Licensee's full performance of this Agreement, including the payment of all fees and other amounts now or hereafter payable to the Port hereunder. The amount of the Security shall be: (i) for the period prior to Licensee's completion of the Project and Acceptance, the sum of two hundred thousand dollars and no cents (\$200,000.00), and (ii) for the period subsequent to Licensee's completion of the Project and Acceptance, the sum of fifty thousand dollars and no cents (\$50,000.00). The form, provisions and nature of the Security, and the identity of the surety or other obligor thereunder, shall at all times be subject to the Port's approval. The Security shall remain in place at all times throughout the full term of this Agreement and throughout any holdover period. No interest shall be paid on the Security and the Port shall not be required to keep the Security separate from its other accounts. No trust relationship is created with respect to the Security.

5.2 Return of Security. The Security is a part of the consideration for execution of this Agreement. If Licensee shall have fully performed all terms and conditions of this Agreement, any cash deposit security shall be paid to Licensee within thirty (30) days following the termination (or expiration) date without interest; otherwise the Port shall, in addition to any and all other rights and remedies available under this Agreement or at law or equity, retain title thereto.

5.3 Application of Security. The Port may apply all or part of the Security to unpaid fees or any other unpaid sum due hereunder, or to cure other defaults of Licensee. If the Port uses any part of the Security, Licensee shall restore the Security to its then-currently required amount within fifteen (15) days after the receipt of the Port's written request to do so. In the event that the Security is in a form requiring periodic renewal, Licensee shall provide evidence of the renewal of the Security not later than forty five (45) days prior to the date on which the Security would otherwise expire. The retention or application of such Security by the Port pursuant to this Section does not constitute a limitation on or waiver of the Port's right to seek further remedy under law or equity.

ARTICLE 6: USE

6.1 Use of Licensed Premises. Subject to and in accordance with all present and future Legal Requirements and Port Standards, Licensee covenants and agrees that it shall use the Licensed Premises solely for purposes of providing Licensee's Communications Services and for no other purpose or use.

6.2 General Standards Governing Use.

6.2.1 Licensee shall not use or occupy the Licensed Premises, permit the Licensed Premises or any part thereof to be used or occupied, nor do or permit anything to be done in or on the Licensed Premises, in whole or in part, in a manner which would in any way: (i) violate any present or future Legal Requirements or Port Standards, or (ii) violate any of the covenants, agreements, provisions and conditions of this Agreement, or (iii) violate the certificate of occupancy then in force with respect thereto, or (iv) may make it difficult for either the Port or Licensee to obtain fire or other insurance required hereunder, or (v) as will constitute a public or private nuisance.

6.2.2 No transformers, semiconductors or other electronic equipment containing polychlorinated biphenyls (PCBs) or other environmentally hazardous materials will either be used or stored in or around the Airport by Licensee or its agents, employees, guests, invitees, contractors, subcontractors or representatives.

6.2.3 Licensee shall not suffer or permit any other entity to connect to the Wireless Communications Access System or to install offshoots or coupling thereto without the prior written consent of the Port.

6.2.4 Licensee shall not suffer or permit unauthorized employees, agents, contractors, subcontractors, or representatives with insufficient experience or expertise to enter the Airport or Licensed Premises to install, maintain, operate or remove its Wireless Communications Access System.

6.3 Signs. No signs or other advertising matter, symbols, canopies or awnings shall be attached to or painted on or within the Licensed Premises, including the walls, windows and doors thereof.

6.4 Interference.

6.4.1 The Port shall provide to Licensee a detailed listing of all use of any radio frequency band on or about the Airport of which the Port has knowledge. The listing shall include, to the extent known, the specific frequencies utilized, the user and the purpose of the use. The listing may also include potential uses identified, but unverified, by the Port. The parties acknowledge that this listing will not encompass all use of radio frequency bands on or about the Airport. Moreover, the absence of specific knowledge by the Port of any particular radio frequency use is *not* necessarily indicative of either the absence of authority for the particular use or the relative unimportance of such use. Notwithstanding the foregoing, Licensee shall be responsible for performing a thorough and complete RF survey, intermodulation analysis and RF interference report, all of which shall be submitted to the Port for review and approval.

6.4.2 Licensee agrees that its construction and operation of the WCAS shall not interfere with any existing radio frequency uses (and users) at the Airport (an "Existing RF Use") so long as those existing radio frequency uses: (a) are by the Port, by a governmental authority or are authorized by the Port pursuant to a written agreement, (b) continue to operate as they are currently operating, and (c) otherwise comply with all applicable laws and regulations. If the Port learns that the WCAS interferes with or otherwise disturbs such an existing radio frequency use, the Port shall provide Licensee with written notice of such interference, and Licensee shall take immediate action to begin correcting the same and shall diligently pursue such correction until the interference or disruption is corrected. If Licensee does not correct the same promptly (and in any event, within sixty (60) days after receipt of the Port's notice), that failure shall constitute an Event of Default under Section 19.1.3.

6.4.3 Except to the extent required by the Federal Aviation Administration, the Transportation Security Administration or any other governmental authority having jurisdiction over operations at the Airport, the Port will not grant any lease, license or other permit to any third party for use of any radio frequency band that will interfere with Licensee's use of the WCAS as permitted under this Agreement. If the Port or any third party (through actions occurring either on the Airport or off the Airport in support of operations on the Airport) makes use, other than an Existing RF Use, of any radio frequency band and such use interferes with or otherwise disturbs Licensee's use of the WCAS, then Licensee shall so notify the Port. Such notice shall identify the source or sources of such interference and a recommendation for preventing or mitigating such interference. Upon

receipt of such notice, the Port shall take reasonable and appropriate action to resolve such interference. In addition, Licensee may seek to enforce the spectrum license rights granted to Licensee by the Federal Communications Commission ("FCC") through action at the FCC. In the event that neither the Port nor the FCC is able to reasonably resolve any interference within ninety (90) days of receipt of Licensee's notice, Licensee shall have the right to terminate this License upon thirty (30) days' written notice to the Port. In the event of such termination, the Port shall pay to licensee the Net Book Value of WCAS. The Port shall not, however, be liable to Licensee for any other expenses or damages (including, but not limited to, loss of profit) that Licensee may suffer as a result of such interference and premature termination of this Agreement.

6.4.4 Notwithstanding the foregoing, in the event of any interference that the Port determines, in its sole discretion, to negatively affect core operations at the Airport, the Port may direct Licensee to immediately cease all operations, or such portion of its operations as are determined to be the source of the interference, until such interference or disruption is corrected as set forth in this Section 6.4.

ARTICLE 7: STANDARDS FOR DESIGN AND OPERATION

7.1 Wireless Communications Access System. The Wireless Communications Access System, including both the Wireless Cellular Network and Wireless Data System, shall:

7.1.1 Cover both public and non-public areas of the Airport's Main Terminal, North Satellite, South Satellite, Parking Garage, walkways to and from the Parking Garage, and the tarmac and gate areas adjacent to the Main Terminal and North and South Satellites;

7.1.2 Be capable of expansion to include other and further areas of the Airport, including portions yet to be developed;

7.1.3 Provide clear, reliable, non-exclusive intermediary radio frequency voice and data access;

7.1.4 Subject to Section 6.4, the WCAS shall interoperate, without interference, with both the licensed and unlicensed frequencies including the following:

Licensed Radio Frequency Band	Description
110 MHz	110 MHz Radio Location/Navig. Aid
150 MHz	150-160 MHz
450 MHz	450-470 MHz
700 MHz Public Safety	
800 MHz Public Safety, SMR	806-824/851-869 MHz
800 MHz Cellular	Both A and B Band Frequencies
900 MHz Trunking	896-901/935-940 MHz
900 MHz One Way/2 way Paging	

902.00 to 908.00 MHz
1900 MHz PCS

FCC Part 15 Subpart C (ISM Band)
All US 1900 MHz PCS Frequencies

Unlicensed Radio Frequency Band

Description

902.00 to 908.00 MHz
1,910.00 to 1,920.00 MHz
1,920.00 to 1,930.00 MHz
2,400.00 to 2,483.00 MHz
5,150.00 to 5,350.00 MHz

FCC Part 15 Subpart C (ISM Band)
FCC Part 15 Subpart D (Asynchronous)
FCC Part 15 Subpart D (Isochronous)
IEEE 802.11 and BlueTooth (ISM)
FCC UNII 1 and UNII 2 (IEEE 802.11a)

7.1.5 Provide real-time roaming;

7.1.6 Utilize common, neutral architecture that optimizes the use of the Airport's lease space, roof space, cabling, utilities and other facilities; and

7.1.7 Be designed and maintained to incorporate a Mean Time Between Failure (MTBF) of at least 166,000 hours.

7.2 Wireless Cellular Network.

7.2.1 *Design.* In addition to any requirements applicable to the Wireless Communication System as a whole, the Wireless Cellular Network shall:

7.2.1.1 Function as a non-exclusive, hosted intermediary between participating telecommunications service providers;

7.2.1.2 Accommodate the technological and capacity requirements of multiple wireless service providers in a non-discriminatory fashion;

7.2.1.3 Have the ability to remotely disable the outputs of each telecommunications service provider's base stations;

7.2.1.4 Be designed for two initial WCN providers with expansion capability for a total of eight WCN providers. All cabling, passive antennas and equipment housing/racks for the eight providers must be installed as part of the initial installation; and

7.2.1.5 Include design levels to -85 dBm in the downlink direction in 95% of the required coverage areas, 95% of the time for locations within the coverage area.

7.2.2 *Operation.* Excepting only such periods of time of outage beyond the reasonable control of Licensee, Licensee shall continuously monitor, operate and maintain the Wireless Cellular Network during the Term of this Agreement. Licensee shall specifically:

7.2.2.1 Provide access to the Wireless Cellular Network to all telecommunications service providers in a non-discriminatory fashion.

7.2.2.2 Provide staffing twenty-four hours per day, seven days per week, within reasonable proximity of the Airport.

7.2.2.3 Provide service necessary to support the commercial expectations of wireless service providers and, in any event, with a Mean Time to Repair (MTTR) of no more than two hours for software and four hours for hardware

7.3 Wireless Data System. In addition to any requirements applicable to the Wireless Communication Access System as a whole, the Wireless Data Network shall:

7.3.1 *Design.* In addition to any requirements applicable to the Wireless Communication Access System as a whole, the Wireless Data System shall:

7.3.1.1 Be designed for two initial WDS providers with expansion capability for a total of eight WDS providers. All cabling, passive antennas and equipment housing/racks for the eight providers must be installed as part of the initial installation;

7.3.1.2 Provide IEEE 802.11b and 802.11g compliant wireless access;

7.3.1.3 Provide, via firmware, upgradeability to IEEE 802.11g compliant wireless access;

7.3.1.4 Provide fiber backhaul using the Port's Communication Infrastructure Backbone System as set forth on Exhibit B;

7.3.1.5 Provide non-blocking Ethernet switched core and edge infrastructure, fault-tolerant core infrastructure, and fault-tolerant architecture for all edge-to-core connectivity;

7.3.1.6 At a minimum, support a single broadcast Service Set Identifier (SSID), fifteen non-broadcast SSIDs, and provide the following coverage:

Protocol	Average Power	Required Coverage	Availability
802.11a	-89 dBm	95%	99.99%
802.11b	-89 dBm	95%	99.99%

7.3.1.7 Support the following security features:

7.3.1.7.1 Segregation of 'Public' and 'Private' networks;

- physically;
- 7.3.1.7.2 Isolation of discrete 'Private' networks both logically and
- access;
- 7.3.1.7.3 HTTP/HTTPS based authentication for 'Public' network
- network access;
- 7.3.1.7.4 Support for client-based authentication for 'Public'
- 7.3.1.7.5 Centralized, 'Private' network authentication supporting all standard forms of user authentication including: (i) IEEE 802.1x, (ii) EAP-TLS, (iii) EAP-TTLS, (iv) EAP-SIM, (v) PEAP, (vi) LEAP, and (vii) RADIUS;
- 7.3.1.7.6 Encryption of 'Private' network access based on a dynamic version of the Wired Equivalent Privacy (WEP). Upgradeability to the IEEE 802.11i compatible Temporal Key Integrity Protocol (TKIP) and Advanced Encryption Standard (AES) via firmware;
- 7.3.1.7.7 Centralized, real-time intrusion detection and rogue monitoring capabilities;
- 7.3.1.7.8 Open system support for 'Public' network access (i.e. all IP protocols and ports);
- 7.3.1.7.9 Packet filtering and Access Control List (ACL) capabilities;
- 7.3.1.7.10 Direction-oriented filtering to restrict peer-to-peer 'Public' network connectivity.
- 7.3.1.8 Include Operation, Administration, Maintenance, and Provisioning infrastructure and controls providing:
- 7.3.1.8.1 Centralized configuration management of all infrastructure;
- 7.3.1.8.2 Centralized logging of all alarms and events through Syslog and SNMP;
- 7.3.1.8.3 Customizable event and alarm indications via SNMP trap and poll mechanisms;
- 7.3.1.8.4 Custom user profiles supporting access restrictions, class-of-service definitions and bandwidth limitations;

7.3.1.8.5 Remote upgrade capabilities for all infrastructure;

7.3.1.8.6 Support for the Ethernet, Bridge, 802.11, and IP Management Information Base (MIB) and MIB-II; and

7.3.1.8.7 Flexible, centralized reporting of all relevant information WDS information including: (i) usage statistics, (ii) performance statistics, and (iii) availability statistics.

7.3.1.9 Provide, at a minimum, the following:

7.3.1.9.1 A layer-2 switched architecture to support transparent roving and roaming;

7.3.1.9.2 DNS/Home page redirect for location-based branding;

7.3.1.9.3 DHCP assigned addressing for 'Public' network access; and

7.3.1.9.4 Static and DHCP assigned addressing for 'Private' network access.

7.4 Reporting. Licensee shall, at no cost or expense to the Port, provide to the Port such reports regarding the use, operation and maintenance of the Wireless Communications Access System as the Port may reasonably request.

7.5 Other Professional Services. In addition to any other requirements set forth in this Agreement, Licensee shall, at no cost and expense to the Port, further provide such reasonable professional services related to the management of the radio frequency environment at the Airport. This specifically includes:

7.5.1 Monitoring the Wireless Cellular Network for unauthorized transmissions;

7.5.2 Making technical recommendations for the resolution of the radio frequency problems related to the Wireless Communications Access System;

7.5.3 Attending both routine and emergency meeting concerning radio frequency issues and planning.

ARTICLE 8: UTILITIES

8.1 Utilities.

8.1.1 Licensee shall, at its sole cost and expense, furnish, install and maintain an electric meter for the each of the Premises at a location and of a type reasonably specified by the Port, and shall pay all costs for electricity used within the Licensed Premises or by the Wireless Communications Access System other than the WDS Assets after Acceptance. Licensee shall furnish, install and maintain all power circuits and connections required for equipment and mechanical systems used in the Licensed Premises.

8.1.2 Excepting only those areas of the Airport open to and accessible by the public (where the Port will provide normal and reasonable quantities of lighting), Licensee shall, at its sole cost and expense, furnish, install and maintain all lighting fixtures and wiring for general illumination of the Licensed Premises. Levels of illumination and wattage requirements shall be subject to the approval of the Port.

8.1.3 Excepting only those areas of the Airport open to and accessible by the public (where the Port will provide normal and reasonable quantities of central air from the central HVAC system), Licensee shall, at its sole cost and expense, furnish, install and maintain all heating, ventilating and air conditioning (HVAC) necessary for the Licensed Premises or the Wireless Communications Access System.

8.1.4 In the event required by Licensee, Licensee shall, at its sole cost and expense, furnish, install and maintain a water meter, all plumbing and drain lines for the Licensed Premises at a location and of a type reasonably specified by the Port and shall pay all costs for water used within the Licensed Premises.

8.1.5 Licensee shall be responsible for extending, at its sole cost and expense, electrical (and any other required utility service(s)) from the distribution points determined by the Port.

8.1.6 The Port shall have the right to institute such reasonable policies, programs and measures as may be necessary or desirable, in the Port's discretion, for the conservation and/or preservation of energy or energy related services, or as may be required to comply with any applicable codes, rules and regulations, whether mandatory or voluntary.

8.2 Utility Interruptions.

8.2.1 The Port shall have the right to shut down electrical energy to the Licensed Premises (or portions thereof) when necessitated by safety, repairs, alterations, connections, upgrades, relocations, reconnections, or for any other reason, with respect to the Airport's electrical system (singularly or collectively, "Electrical Work"), regardless of whether the need for such Electrical Work arises in respect of the Licensed Premises or elsewhere in the Airport. Whenever possible, the Port shall give Licensee no less than two (2) days prior notice for such electricity

shutdown. The Port shall use all reasonable efforts to not shut down Licensee's electrical energy for such Electrical Work during business hours unless such Electrical Work shall be: (a) required because of an emergency; or (b) required by the electricity company servicing the Airport or by any governmental or quasi-government law, rule, code, directive, or order.

8.2.2 Licensee further acknowledges that interruptions in utility services (including, without limitation, electrical service) are not uncommon in facilities such as the Airport, and Licensee acknowledges that it will, at its cost and expense, protect any sensitive electronic equipment which may be used in the Licensed Premises from utility service interruptions through the use of backup power supplies, surge protectors, and other appropriate safety systems as Licensee deems reasonable and necessary. Licensee acknowledges that it has taken or will take all precautions it deems necessary to protect its equipment in, on and around the Airport, including the acquisition of insurance.

8.2.3 The Port shall not be liable to Licensee for any damages or losses (including, without limitation, indirect or consequential damages or attorneys' fees) sustained to any of Wireless Communications Access System or otherwise caused by any utility service shut downs, interruptions or failures, nor shall the same constitute an eviction or disturbance of Licensee's use or possession of the Licensed Premises or a breach of the Port's obligations hereunder. However, if any utility interruption is within the control of the Port, the Port shall use reasonable efforts to restore utility service to Licensee promptly. If the Port fails to use such reasonable efforts and such interruption or failure continues for more than ten (10) days, then as Licensee's sole and exclusive remedy, the License Fee shall equitably abate until utility service is resumed.

ARTICLE 9: CONSTRUCTION, OPERATION AND OWNERSHIP OF THE PROJECT

9.1 Design and Construction of the Project. Licensee shall design and construct the Project in accordance with all of the following requirements:

9.1.1 Except as specifically approved by the Port in writing, the Project shall fully conform to the preliminary design submitted by Licensee in response to the Port's Request for Proposal for a Wireless Communications Access System and Management Agreement, which response is hereby incorporated into this Agreement by this reference.

9.1.2 Licensee shall coordinate all of its obligations set forth in this ARTICLE 9 with a Port project manager to be identified by the Port.

9.1.3 The Project shall be designed and constructed in good and workmanlike manner and in accordance with all Legal Requirements, with the Port Standards, with all Network Standards, and with the requirements of any insurance rating organization.

9.1.4 Before any construction of the Project is commenced in, on or about the Airport, and before any portion of the Wireless Communications Access System has been delivered

to the Airport by Licensee or under Licensee's authority, Licensee shall develop plans and specifications for the Project in full conformance with the Port Standards. The plans and specifications shall be prepared by a duly qualified architect and/or engineer licensed in the State of Washington and employed by Licensee. Licensee shall, in cooperation with the Port, develop the plans and specifications to minimize, to the extent reasonably practicable, the amount of asbestos abatement required for the construction and operation of the WCAS. Notwithstanding any other provision of this Agreement, in no event shall the Port be obligated to spend more than eighty thousand dollars (\$80,000) on asbestos abatement.

9.1.5 Licensee shall obtain all necessary permits, including any discretionary permits, necessary for the completion and/or operation of the Project. In the event the Port is required or has obtained any of the necessary permits, Licensee will reimburse the Port for any permit fees and associated costs in obtaining said permits.

9.1.6 Licensee shall complete 100% of its Project design and obtain all necessary permits as set forth in Section 9.1.5 no later than July 31, 2004.

9.1.7 The Project shall be erected and installed wholly within the Licensed Premises.

9.1.8 Any contract between Licensee and a general contractor constructing the Project shall give the Port the right but not the obligation to assume Licensee's obligations and rights under that contract if Licensee should default.

9.2 Construction Schedule. Licensee shall, as part of its design submittal process, develop a detailed construction schedule ("Construction Schedule") for the construction of the Wireless Communications Access System, which Construction Schedule shall specifically be subject to the approval of the Port. The Port will assist Licensee in coordinating the Construction Schedule with the Port's construction schedule in the Central Terminal, Concourse A and other portions of the Airport. Except as necessary to integrate with the Port's construction schedules in the Central Terminal, Concourse A and other portions of the Airport, the Construction Schedule shall:

9.2.1 As to the Licensed Premises located outside the boundaries of the Port's Central Terminal Expansion project,

9.2.1.1 Provide for commencement of construction not later than thirty (30) days following the completion of Project design and permitting, and

9.2.1.2 Provide for a maximum construction period of one hundred eighty (180) days from commencement of construction to completion of the Project located outside the boundaries of the Port's Central Terminal Expansion project and, as to that portion, Acceptance of the Wireless Communications Access System, and

9.2.2 As to the Licensed Premises located inside the boundaries of the Port's Central Terminal Expansion project:

9.2.2.1 Provide for commencement of construction not later than August 31, 2004 or sixty (60) days after the Port turns over to Licensee the Licensed Premises inside the boundaries of the Port's Central Terminal Expansion project, whichever is later, and

9.2.2.2 Provide for a maximum construction period of ninety (90) days from commencement of construction to completion of the Project located inside the boundaries of the Port's Central Terminal Expansion project and, as to that portion, Acceptance of the Wireless Communications Access System; provided, however, in the event that the ninety (90) day period set forth in this Section 9.2.2.2 would otherwise expire prior to the one hundred eighty (180) day period provided under Section 9.2.1.2, the ninety day period provided under this Section 9.2.2.2 shall automatically be extended to the end of such one hundred eighty day period. Notwithstanding the foregoing, Licensee shall be deemed to be in compliance with the deadlines set forth in this Section 9.2.2 if the portion of the Project located inside the boundaries of the Port's Central Terminal Expansion project is completed and Acceptance of that portion is achieved by the time the Central Terminal Expansion opens to the public.

The Construction Schedule shall specifically highlight the project's critical path, shall note all linkages between elements and/or work to be performed by others and shall identify all major milestones in the construction of the Wireless Communications Access System.

9.3 Completion Bond. Licensee shall deliver to the Port a contractor's completion bond (or, in lieu of a completion bond, a payment and performance bond in the full amount of any construction contract) of a surety company licensed to do business in the State of Washington, running to the Port conditioned on the completion of the Project in accordance with the approved plans and specifications and the provisions of this Agreement, free and clear of all mechanics' or other liens and free and clear of all financing statements under the Uniform Commercial Code. This bond shall be in an amount and in a form and written by a company as the Port shall approve, which approval the Port shall not unreasonably withhold.

9.4 Diligent Prosecution of Construction. After construction and installation is commenced, it shall be prosecuted diligently, in accordance with the approved plans and specifications and the Construction Schedule, in good workmanlike manner and in compliance with all Legal Requirements, Port Standards and Network Standards and pursuant to the conditions of the governmental approvals.

9.5 Additional Submittals. Within thirty days of completion of the Project, Licensee shall deliver to the Port full and complete documentation relating to the Wireless Communications Access System, including (but not limited to) the following:

9.5.1 A certified statement (in such detail as reasonably requested by the Port and subject to verification, audit and approval by the Port) specifying the total, direct cost (including architectural, engineering and permitting costs) of the construction of all improvements, and the acquisition and installation of any equipment, that will become the property of the Port, whether upon Acceptance or at the end of the Term.

9.5.2 Equipment inventory list;

9.5.3 Equipment operating manuals;

9.5.4 "As built" drawings of the Project depicting the exact location of all system components in both hard copy and machine readable format in full conformance with the Port's CAD Standards Manual;

9.5.5 A complete cable record meeting the Airport's Cable Management System;

9.5.6 WCAS operating and maintenance manuals;

9.5.7 Copies of all FCC licenses granted to Licensee; and

9.5.8 As installed and operating frequency allocation table for licensed and unlicensed frequencies used by the WCAS.

This documentation shall be updated after any change and/or Alteration to the Wireless Communications Access System and as reasonably required by the Port.

9.6 No Interference with Port Operations. Notwithstanding anything to the contrary hereof, construction of the Project by Licensee shall be done in such a manner which does not materially interfere with the business of the Port or any its Tenants, and in completing such construction, Licensee will not store construction equipment or materials on Port property other than the Property. To the extent necessary for the completion of the Project, Licensee shall enclose the construction area in a manner acceptable to the Port to prevent, among other things, debris from entering onto any adjoining property.

9.7 Compliance with Deadlines in Section 9.2. This Agreement and the Port's obligations hereunder are expressly conditioned upon Licensee's strict compliance with all of the time limits set forth in Section 9.2 and the Construction Schedule. In the event Licensee fails to comply with the deadlines set forth in Section 9.2 of this Agreement and/or the Construction Schedule other than as a result of force majeure, Licensee acknowledges that the breach of its agreement to construct the Project will result in damage to the Port because of (among other things) the failure to improve the Property in accordance with this ARTICLE 9 and because of the absence of Licensee's Communications Services. Licensee further recognizes that the dollar amount of the damages to which the Port would be entitled on the breach by Licensee of its agreement to construct

the Project is difficult to ascertain because of the reasons and circumstances mentioned above. Consequently, it is agreed that if Licensee shall fail to meet any of the major milestones established in the Construction Schedule other than as a result of force majeure, Licensee shall pay to the Port the sum of two hundred dollars (\$200.00) per day in areas outside the boundaries of the Port's Central Terminal Expansion project and one hundred dollars (\$100.00) per day in areas inside the boundaries of the Port's Central Terminal Expansion project for each day beyond the date set forth in the Construction Schedule for which that milestone is delayed. In addition, if Licensee shall fail to complete the construction of the Project and achieve Acceptance of the Wireless Communications Access System by the date established in the Construction Schedule other than as a result of force majeure, Licensee shall pay to the Port the sum of two thousand dollars (\$2,000.00) per day in areas outside the boundaries of the Port's Central Terminal Expansion project and one thousand dollars (\$1,000.00) per day in areas inside the boundaries of the Port's Central Terminal Expansion project for each day beyond the date set forth in the Construction Schedule that the completion of the Project and Acceptance of the Wireless Communications Access System is delayed.

9.8 Ownership of Project.

9.8.1 *Port Assets.* At all times during the Term of this Agreement, the Port shall own any and all Port Assets that may be used in the Project. Licensee's use of such Port Assets is specifically subject to all of the terms of this Agreement.

9.8.2 *Retained Assets.* At all times (including during design and construction) while this Agreement is in force, title to the Retained Assets shall belong solely to the Licensee. Upon expiration or earlier termination of this Agreement, the Retained Assets shall remain the property of Licensee and Licensee shall, unless otherwise agreed in writing by the Port, remove the Retained Assets from the Licensed Premises.

9.8.3 *WCN Assets (other than Retained Assets) and Shared Assets.* At all times (including during design and construction) while this Agreement is in force, title to the WCN Assets and Shared Assets shall belong solely to the Licensee. Upon expiration or earlier termination of this Agreement (and subject to ARTICLE 24), 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 therefor, 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 therefor, any site-specific permits and/or licenses necessary for the operation of the Wireless Communications Access System.

9.8.4 *WDS Assets.*

9.8.4.1 *Before Acceptance.* At all times (including during design and construction) until Acceptance, the WDS Assets shall belong solely to Licensee. In the event of early termination of this Agreement prior to Acceptance (and subject to ARTICLE 24), title to any

WDS Assets owned by Licensee and then situated on the Property shall, subject to the General Warranties, pass automatically to the Port, without payment therefor, and Licensee shall have no further rights therein.

9.8.4.2 After Acceptance. Immediately upon Acceptance, the WDS Assets shall, subject to the General Warranties and Post-Acceptance Warranties, pass automatically to the Port, without payment therefor, and Licensee shall, except as otherwise specifically set forth in this Agreement, have no further rights therein.

ARTICLE 10: MONITORING, REPAIR AND MAINTENANCE

10.1 Licensee's Duty.

10.1.1 *Licensed Premises, WCN Assets and Shared Assets.* Except as otherwise specifically set forth in this Agreement, Licensee shall, at its sole cost and expense, keep the Licensed Premises (together with all equipment and installations therein), the WCN Assets, the Shared Assets and any Alterations to any of them, in good order, maintenance and repair reasonable wear and tear excepted. Licensee shall undertake all monitoring and maintenance and make all repairs and replacements, ordinary, as well as extraordinary, foreseen and unforeseen, which may be necessary or required so that at all times the Licensed Premises, the WCN Assets, the Shared Assets and any Alterations to any of them are in thorough good order, condition and repair.

10.1.2 *WDS Assets.* In the event that the Port makes the election set forth in Section 10.2.2, Licensee shall keep the WDS Assets in good order, maintenance and repair, reasonable wear and tear excepted. Licensee shall undertake all monitoring and maintenance and make all repairs and replacements, ordinary, as well as extraordinary, foreseen and unforeseen, which may be necessary or required so that at all times the WDS Assets are in thorough good order, condition and repair. Otherwise, Licensee shall have no obligation of repair and/or maintenance as to the WDS Assets.

10.1.3 *Head-End Equipment Room.* In the event that Licensee is required to construct the Head-End Equipment Room, Licensee shall be responsible for any and all repairs and maintenance to the roof, foundations, exterior walls or structural elements of the Head-End Equipment Room.

10.1.4 *Access to Interior Equipment Space.* Licensee shall not, except in the event of an emergency endangering the persons or property on or about the Airport, access the Interior Equipment Space for any repairs and/or maintenance of the Wireless Communications Access System without either the presence of a Port representative or a written waiver of such presence. In the event that Licensee requires access to the Interior Equipment Space, it shall notify the Port orally or in writing and the Port shall, within a reasonable period of time, provide Licensee with either a representative to accompany Licensee or a written waiver of the requirement for a representative.

10.2 Port's Duty to Repair and Maintain.

10.2.1 *Port Assets.* The Port shall be responsible for any and all repairs and maintenance to the Port Assets. In the event that any repairs to the Port Assets may be required as a result of damage caused by negligence of Licensee or its agents, employees, invitees or licensees, those repairs shall be at the sole cost and expense of Licensee. Otherwise, any repair and maintenance of the Port Assets shall be at the Port's sole cost and expense. The Port shall perform any such repair or maintenance work called to its attention by Licensee within a reasonable period of time after receipt of such notice by the Port. There shall be no abatement or reduction of any financial or other obligation of Licensee under this Agreement by reason of the Port's making repairs, alterations and/or improvements to the Port Assets.

10.2.2 *WDS Assets.* Subject to any warranty provided by Licensee, the Port shall be responsible for any and all monitoring, repairs and maintenance to the WDS Assets from and after Acceptance. In the event that any repairs to the WDS Assets may be required as a result of damage caused by negligence of Licensee or its agents, employees, invitees or licensees, those repairs shall be at the sole cost and expense of Licensee. Otherwise, any monitoring, repair and maintenance of the WDS Assets shall be at the Port's sole cost and expense.

10.2.3 *Structural Elements of Licensed Premises.* The Port shall be responsible for any and all repairs and maintenance to the roof, foundations, exterior walls or structural elements of the Licensed Premises other than, to the extent Section 10.1.3 is applicable, the Head-End Equipment Room. In the event that any repairs to the roof, foundations, exterior walls or structural elements may be required as a result of damage caused by negligence of Licensee or its agents, employees, invitees or licensees, those repairs shall be at the sole cost and expense of Licensee. Otherwise, any repair and maintenance of the roof, foundations, exterior walls or structural elements of the Licensed Premises shall be at the Port's sole cost and expense. The Port shall perform any such repair or maintenance work called to its attention by Licensee within a reasonable period of time after receipt of such notice by the Port. There shall be no abatement or reduction of any financial or other obligation of Licensee under this Agreement by reason of the Port's making repairs, alterations and/or improvements to the Port Assets.

ARTICLE 11: ALTERATIONS

11.1 Installation; Replacement. After completion of the improvements provided for in ARTICLE 9, Licensee may, with the Port's advance written consent, make such alterations, additions, substitutions or improvements (collectively referred to as "Alterations") to the Wireless Communications Access System, as Licensee may reasonably consider necessary and desirable to provide Licensee's Communications Services as required in this Agreement. All such Alterations shall be done at Licensee's sole cost and expense and at such times and in such manner as the Port may from time to time designate. Any Alteration shall be of high quality, shall be of fireproof construction according to the standards of the local rating organization, shall be constructed in good and workmanlike manner and shall otherwise be in full and complete accordance with all Legal

Requirements and Port Standards. Except as otherwise specifically provided in this Agreement, Licensee shall obtain all necessary permits, including any discretionary permits, for any Alteration. In the event the Port is required or has obtained any of the necessary permits, Licensee will reimburse the Port for any permit fees and associated costs in obtaining said permits.

11.2 Additional Submittals. Within thirty days of completion of any Alteration or improvement, Licensee shall deliver supplemental documentation as required by Section 9.5.

ARTICLE 12: RIGHT OF ENTRY; EASEMENTS

12.1 Right of Entry. The Port shall have the right to enter the Licensed Premises at any and all reasonable times throughout the Term of this Agreement for any reasonable purpose; provided, that the Port shall not interfere unduly with Licensee's operations; and further provided, that the Port shall (except in the event of an emergency) provide Licensee with reasonable advance notice prior to accessing the Head-End Equipment Space. This right shall impose no obligation on the Port to make inspections to ascertain the condition of the Licensed Premises, and shall impose no liability upon the Port for failure to make inspections.

12.2 Easements. The Port hereby reserves such continuous access and utilities easements within or upon the Licensed Premises as may in the opinion of the Port from time to time be desirable for the purpose of enabling it to exercise any right or reservation or to perform any obligation contained in this Agreement or in connection with the Port's ownership or operation of the Airport. If the Port exercises this reservation of easement in any manner that substantially and negatively impacts Licensee, then Licensee shall so notify the Port. Upon receipt of such notice, the Port shall take reasonable and appropriate action (viewed in light of the Port's priorities at the Airport) to permit Licensee to continue to conduct Licensee's Communications Services from the Licensed Premises or to relocate the Licensed Premises pursuant to this Agreement. In the event the Port is unable to resolve such negative impacts or find a reasonable alternative location within ninety (90) days of receipt of Licensee's notice, Licensee shall, as its sole remedy, have the right to terminate this License upon thirty (30) days' written notice to the Port. The Port shall not be liable to Licensee for any expenses or damages that it may suffer as a result of such interference and premature termination of this License.

ARTICLE 13: POSSESSION

13.1 Possession. If the Port shall be unable for any reason to deliver possession of the Licensed Premises, or any portion thereof, at the time of the commencement of the Term, the Port shall not be liable for any damage caused thereby to Licensee, nor shall this Agreement thereby become void or voidable, nor shall the Term be in any way extended, but in such event Licensee shall not be liable for any License Fee until such time as the Port can deliver possession. If Licensee shall, in the interim, take possession of any portion of the Licensed Premises, Licensee shall pay the full License Fee reduced pro rata for the portion of the Licensed Premises not available for possession by Licensee. If the Port shall be unable to deliver possession of the Licensed Premises

within forty five (45) days after the Commencement Date, Licensee shall have the option to terminate this Agreement upon least thirty (30) days' written notice to the Port, unless the Port shall deliver possession of the Licensed Premises prior to the effective date of termination specified in such notice. If Licensee shall, with the Port's consent, take possession of all or any part of the Licensed Premises prior to the Commencement Date, all of the terms and conditions of this Agreement shall immediately become applicable.

ARTICLE 14: DAMAGE OR DESTRUCTION

14.1 Termination. If the Licensed Premises or any part thereof (including the Wireless Communications Access System) are damaged by fire or other casualty and the damage is Material, either party may terminate this Agreement (without penalty or liability for such termination) by providing the other party written notice within sixty (60) days after the date of such casualty.

14.2 Abatement of License Fee. If neither party elects to terminate this Agreement, or the damage caused by the casualty is not Material as reasonably determined by the Port, the Agreement shall continue in full force and effect but the License Fee payments accruing under this Agreement shall equitably abate from the date of the casualty through the period of the Port's restoration of the Licensed Premises (and so much of the Airport and Port Assets as may further be necessary for Licensee to install, repair and maintain Wireless Communications Access System for purposes of providing Licensee's Communications Services), which shall be Licensee's sole and exclusive remedy for the casualty; *provided, however*, in the event the Port fails to repair the casualty damage, or otherwise restore or rebuild the Licensed Premises or Port Assets within one hundred eighty (180) days after the date of casualty, Licensee may thereafter at any time terminate this Agreement on sixty (60) days written notice to the Port unless the Port shall repair the casualty damage, or otherwise restore or rebuild the Licensed Premises prior to the effective date of termination specified in such notice.

14.3 No Obligation of Port to Repair. The Port shall not be obligated in any way to repair the damage, or otherwise restore or rebuild the Licensed Premises or Port Assets after any fire or other casualty or be liable to Licensee for failing to complete any repair, restoration, or rebuilding, or for the inadequacy thereof. Except as provided in Section 14.2, the Port shall not be liable for any inconvenience or annoyance to Licensee, or injury to the business or property of Licensee, resulting in any way from any fire or other casualty or the repair, restoration or rebuilding of the Licensed Premises, the Port Assets, the Airport or any part thereof.

14.4 Licensee's Repairs. Licensee shall, at its sole cost and expense, be responsible for any and all repair or restoration of the WCN Assets, the Shared Assets, the WDS Assets prior to Acceptance, any Alterations to any of them, and any other facilities, installations or improvements made by Licensee that may be necessary as a result of any casualty.

ARTICLE 15: INDEMNITY AND INSURANCE

15.1 Indemnity. The Port, its officers, employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Licensee or by others, including but not limited to all persons directly or indirectly employed by Licensee, or any agents, contractors, subcontractors, licensees or invitees of Licensee, as a result of any condition (including existing or future defects in the Licensed Premises) or occurrence (including failure or interruption of utility service) whatsoever related in any way to Licensee's use or occupancy of the Licensed Premises and of areas adjacent thereto. Licensee agrees to defend and to hold and save the Port harmless from all liability or expenses (including attorneys' fees, costs, and all expenses of litigation) in connection with any such items of actual or alleged injury or damage, except when such injury or damage is caused by the sole negligence of the Port. However, to the extent that any obligation of indemnity is construed to be subject to RCW 4.24.115, and where the injury or damage arises from the concurrent negligence of the Port and Licensee or its officers, directors, sublessees, assignees, agents, employees, contractors or licensees, Licensee's indemnity will only extend to its negligence. Licensee agrees that the foregoing indemnity specifically covers actions brought by its own employees, and thus Licensee expressly waives its immunity under industrial insurance, Title 51 RCW, as necessary to effectuate this indemnity. LICENSEE AND PORT AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS THE PRODUCT OF MUTUAL NEGOTIATION. Licensee's obligations under this Section shall survive the expiration or earlier termination of this Agreement.

15.2 Insurance. Licensee shall obtain and keep in force, at its sole cost and expense, during the Term of this Agreement the following types of insurance, in the amounts specified and in the form hereinafter provided for:

15.2.1 Liability Insurance. Licensee shall obtain and keep in force during the Term of this Agreement a commercial general liability policy of insurance protecting Licensee and the Port, as an additional insured using ISO Form 20 26 11 85 or equivalent, against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the tenancy, use, occupancy or maintenance of the Licensed Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence. The policy shall not, at least as respects Licensee and the Port, contain any intra-insured exclusions as between insured persons or organizations.

15.2.2 Property Insurance. Licensee shall obtain and keep in force during the Term of this Agreement "Special Extended" or "all risk" property insurance insuring loss or damage to Wireless Communications Access System. The policy shall include coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of the Wireless Communications Access System. The amount of such insurance shall be equal to the full replacement cost of the Wireless Communications Access System (or the commercially reasonable and available insurable value thereof if, by reason of the unique nature or age of the improvements involved, such latter amount is less than full replacement cost).

15.3 Insurance Policies. Insurance required hereunder shall be in companies duly licensed to transact business in the State of Washington, and maintaining during the policy term a General Policyholders Rating of 'A-' or better and a financial rating of 'VII' or better, as set forth in the most current issue of "Best's Insurance Guide." Licensee shall not do or permit to be done anything which shall invalidate the insurance policies referred to in this Article. Licensee shall cause to be delivered to the Port certificates evidencing the existence and amounts of such insurance with the insureds as required by this Agreement. No policy shall be cancelable or subject to non-renewal or modification except after forty five (45) days prior written notice to the Port. Licensee shall at least thirty (30) days prior to the expiration of such policies, furnish the Port with certificates evidencing renewal thereof.

15.4 Waiver of Subrogation. Without affecting any other rights or remedies, the Port and Licensee (for themselves and on behalf of anyone claiming through or under them by way of subrogation or otherwise) hereby waive any rights it may have against the other, its officers, agents and employees (whether in contract or in tort) on account of any loss or damage occasioned to Licensee arising out of or incident to the perils required to be insured against under this Article and the perils actually insured against under policy of property insurance, whether required by this Article or not. Accordingly, the Port and Licensee shall cause each such insurance policy to further contain a waiver of subrogation clause. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required, or by any deductibles applicable thereto.

15.5 Miscellaneous Insurance Provisions.

15.5.1 The limits of insurance required by this Agreement or as carried by Licensee shall not limit the liability of Licensee nor relieve Licensee of any obligation hereunder. All insurance to be carried by Licensee shall be primary to and not contributory with any similar insurance carried by the Port, whose insurance shall be considered excess insurance only. If at any time during the Term, Licensee shall have in full force and effect a blanket policy of commercial general liability and umbrella liability insurance covering the Licensed Premises and other premises and/or properties of Licensee, such insurance shall satisfy the requirements hereof

15.5.2 The amounts and types of insurance specified in this Agreement shall, subject to the mutual agreement of the parties, be subject to periodic adjustment to reflect changes in insuring practices for similar properties in the same geographic area and changes in insurance products.

15.6 Increase in Costs of Insurance. Licensee shall not use the Licensed Premises in such a manner as to increase the existing rates of insurance applicable to the Airport or structures of which the Licensed Premises are a part. If it nevertheless does so, then, at the option of the Port, the full amount of any resulting increase in premiums paid by the Port with respect to the Airport or structures of which the Licensed Premises are a part, and to the extent allocable to the Term of this

Agreement, may be added to Licensee's License Fee and shall be paid by Licensee to the Port with the next payment due after such increase in insurance premium.

ARTICLE 16: TAXES

16.1 Taxes. Licensee shall be liable for, and shall pay throughout the terms of this Agreement, all license fees and all taxes payable for, or on account of, the activities conducted on the Licensed Premises and all taxes on the personal property of Licensee on the Licensed Premises and any taxes on the Licensed Premises and/or on the interest created by this Agreement and/or any taxes levied in lieu of a tax on said interest and/or any taxes levied on, or measured by, the rentals payable hereunder, whether imposed on Licensee or on the Port. Licensee shall reimburse the Port for all such taxes paid or payable by the Port. With respect to any such taxes payable by the Port which are on or measured by the fee payments hereunder, Licensee shall pay to the Port with each fee payment an amount equal to the tax on, or measured by, that particular payment. All other tax amounts for which the Port is or will be entitled to reimbursement from Licensee shall be payable by Licensee to the Port at least fifteen (15) days prior to the due dates of the respective tax amounts involved, provided, that Licensee shall be entitled to a minimum of ten (10) days written notice of the amounts payable by it.

ARTICLE 17: COMPLIANCE WITH PORT REGULATIONS AND ALL LAWS

17.1 Compliance with Port Regulations. Throughout the Term, Licensee shall, at its own cost and expense, promptly and diligently observe and comply with all applicable rules and regulations (including, but not limited to, the Port Standards) pertaining to the Airport, promulgated from time to time by the Port for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public.

17.2 Compliance with All Laws. Throughout the Term, Licensee shall, at its own cost and expense, promptly and diligently observe and comply with all Legal Requirements, including without limitation those relating to environmental matters, whether or not such compliance requires major repairs, changes or alterations to Wireless Communications Access System in and about the Licensed Premises, or interfere with the use and enjoyment of the Licensed Property or any part therefor, and whether or not the same now are in force or at any time in the future may be passed, enacted, or directed.

ARTICLE 18: ASSIGNMENT, SUBLICENSE AND TRANSFER

18.1 Prohibition on Assignment. Licensee shall not, in whole or in part, assign, sublicense or permit occupancy or use of all or any part of the Licensed Premises or the Wireless Communications Access System by any party other than Licensee, without the prior written consent of the Port in each instance. Notwithstanding the foregoing, Licensee may assign this License in whole or in part to (i) any entity controlling Licensee, (ii) any entity controlled by or under common

control with Licensee, or (iii) any entity otherwise acquiring all or substantially all of the assets of Licensee through a bona fide plan of merger, all without Port's prior written consent.

18.2 Prohibition on Other Transfers. Licensee shall not transfer, convey, mortgage, pledge, hypothecate or encumber Licensee's license interest hereunder or grant any license, concession, or other right to use or enter into agreements with other communications services providers that allow the co-location of any equipment owned by such other providers or vendors to be installed in any portion of the Licensed Premises without the prior written consent of the Port.

18.3 General Matters.

18.3.1 In the event of any assignment or transfer, Licensee and each respective assignor, waives notice of default by the licensee in possession in the payment and performance of the License Fee, covenants and conditions of this Agreement and consents that the Port may in each and every instance deal with the licensee in possession, grant extensions of time, waive performance of any of the terms, covenants and conditions of this Agreement and modify the same, and in general deal with the licensee then in possession without notice to or consent of any assignor, including Licensee, and any and all extensions of time, indulgences, dealings, modifications or waivers shall be deemed to be made with the consent of Licensee and of each respective assignor.

18.3.2 No assignment, sublicense or transfer by Licensee shall relieve Licensee of any obligation under this Agreement, including Licensee's obligation to pay the License Fee or any additional sum due hereunder. Any purported assignment, sublicense or transfer contrary to the provisions hereof without consent shall be void. The consent by the Port to any assignment, sublicense or transfer shall not constitute a waiver of the necessity for such consent to any subsequent assignment, sublicense or transfer.

18.3.3 Licensee shall reimburse the Port an amount equal to the Administrative Fee plus any reasonable professionals' fees and expenses incurred by the Port in connection with any request by Licensee for consent to an assignment, sublicense or transfer.

18.4 Scope. Except as specifically set forth in Section 18.1, the prohibition against assignment, sublicense or transfer contained in this Article shall be construed to include a prohibition against any assignment or subletting by operation of law. No assignment, sublicense or transfer shall affect the continuing liability of Licensee (which, following assignment, shall be joint and several with the assignee), and Licensee shall not be released from performing any of the terms, covenants and conditions of this Agreement.

ARTICLE 19: DEFAULT

19.1 Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" on the part of the Licensee with or without notice from the Port:

19.1.1 The vacating or abandonment of the Licensed Premises by Licensee.

19.1.2 The failure by Licensee to make any payment of License Fees or any other payment required by this Agreement, when due.

19.1.3 The failure by Licensee to observe or perform any material covenant, condition, or agreement to be observed or performed by Licensee in this Agreement.

19.1.4 The discovery by the Port that any financial or background statement provided to the Port by Licensee, any successor, grantee, or assign was materially false.

19.1.5 The filing by Licensee of a petition in bankruptcy, Licensee being adjudged bankrupt or insolvent by any court, a receiver of the property of Licensee being appointed in any proceeding brought by or against Licensee, Licensee making an assignment for the benefit of creditors, or any proceeding being commenced to foreclose any mortgage or other lien on Licensee's interest in the Licensed Premises or on any personal property kept or maintained on the Licensed Premises by Licensee.

19.2 Remedies. In addition to, and not in lieu or to the exclusion of, any other remedies provided in this Agreement or to any other remedies available to the Port at law or in equity:

19.2.1 Whenever any default (other than a default under Section 19.1.5 above, upon which termination of this Agreement shall, at the Port's option, be effective immediately without further notice) continues unremedied in whole or in part for 30 days after Notice of Default is provided by the Port to Licensee (or for 15 days after Notice of Default in the case of default for failure to pay any License Fee or other required payment when due), this Agreement and all of Licensee's rights under it will automatically terminate if the Notice of Default so provides. Upon termination, the Port may reenter the Licensed Premises using such force as may be necessary and remove all persons and property from the Licensed Premises. The Port will be entitled to recover from Licensee all unpaid License Fees or any other payments and damages (including cost of cover to supply any system not properly installed by Licensee) incurred because of Licensee's default including, but not limited to, the costs of re-letting, including necessary renovations or repairs, leasing commissions, and attorney's fees and costs ("Termination Damages"), together with interest on all Termination Damages at the Default Rate, from the date such Termination Damages are incurred by the Port until paid.

19.2.2 In addition to Termination Damages, and notwithstanding termination and reentry, Licensee's liability for all License Fees or other charges which, but for termination of this Agreement, would have become due over the remainder of the Agreement term ("Future Charges") will not be extinguished and Licensee agrees that the Port will be entitled, upon termination for default, to collect as additional damages, a Rental Deficiency. "Rental Deficiency" means, at the Port's election, either:

19.2.2.1 An amount equal to Future Charges, less the amount of actual fees, if any, which the Port receives during the remainder of the Agreement term from others to whom the Licensed Premises may be rented, in which case such Rental Deficiency will be computed and payable at the Port's option either:

19.2.2.1.1 In an accelerated lump-sum payment discounted to present worth, or

19.2.2.1.2 In monthly installments, in advance, on the first day of each calendar month following termination of this Agreement and continuing until the date on which the Agreement term would have expired but for such termination, and any suit or action brought to collect any portion of Rental Deficiency attributable to any particular month or months, shall not in any manner prejudice the Port's right to collect any portion of Rental Deficiency by a similar proceeding; or

19.2.2.2 An amount equal to Future Charges less the aggregate fair rental value of the Licensed Premises over the remaining Agreement term, reduced to present worth. In this case, the Rental Deficiency must be paid to the Port in one lump sum, on demand, and will bear interest at the Default Rate until paid. For purposes of this subsection, "present worth" is computed by applying a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank in, or closest to, Seattle, Washington.

19.2.3 If this Agreement is terminated for default as provided in this Agreement, the Port shall use reasonable efforts to re-let the Licensed Premises in whole or in part, alone or together with other premises, for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the Agreement term), for such use or uses and, otherwise on such terms and conditions as the Port, in its sole discretion, may determine, but the Port will not be liable for, nor will Licensee's obligations under this Agreement be diminished by reason for any failure by the Port to re-let the Licensed Premises or any failures by the Port to collect any rent due upon such re-letting.

19.2.4 If upon any reentry permitted under this Agreement, there remains any personal property upon the Licensed Premises, the Port, in its sole discretion, may (i) remove and store the personal property for the account and at the expense of Licensee or (ii) dispose in any reasonable manner (including the trash) of any item of personal property that, in the Port's sole discretion, is worth less than one hundred dollars (\$100.00). In the event the Port chooses to remove, store or dispose of any such property, it shall take reasonable steps to notify Licensee of the Port's action. All risks associated with removal and storage shall be on Licensee. Licensee shall reimburse the Port for all expenses incurred in connection with removal, storage and disposal as a condition to regaining possession of any personal property removed and stored. The Port has the right to sell any property which has been stored for a period of thirty (30) days or more, unless Licensee has tendered reimbursement to the Port for all expenses incurred in removal, storage and disposal. The proceeds of sale will be applied first to the costs of sale (including reasonable

attorneys' fees), second to the payment of removal, storage and disposal charges, and third to the payment of any other amounts which may then be due and owing from Licensee to the Port. The balance of sale proceeds, if any, will then be paid to Licensee.

19.3 Remedies Cumulative. All rights, options and remedies of the Port contained in this Agreement shall be construed and held to be distinct, separate and cumulative, and no one of them shall be exclusive of the other, and the Port shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Agreement.

19.4 No Counterclaim or Setoff. If the Port shall commence any proceeding for non-payment of Licensee Fee or of any other payment of any kind to which the Port may be entitled or which the Port may claim under this Agreement, Licensee will not interpose any counterclaim or setoff of any nature or description in any such proceeding; the parties specifically agreeing the Licensee's covenant to pay Licensee Fees or any other payments under this Agreement are independent of all other covenants and agreements in this Agreement; *provided, however*, this shall not be construed as a waiver of Licensee's right to assert such a claim in any separate action brought by Licensee.

ARTICLE 20: TERMINATION

20.1 Termination. In addition to any right to terminate that may exist under Article ARTICLE 19, this Agreement may be terminated in advance of its scheduled expiration date in any of the following events:

20.1.1 In the event the Port, in its sole discretion, shall require the use of the Licensed Premises for a major capital improvement for public or private use in connection with the operation of the business of the Port and no alternative location reasonably consistent with the operational needs of the Airport exists, this Agreement may be terminated by the Port by written notice delivered or mailed by the Port to Licensee not less than ninety (90) days before the termination date specified in the notice.

20.1.2 In the event that any federal, state or local government or agency or instrumentality thereof shall, by condemnation or deed or conveyance in lieu thereof, take title, possession or the right to possession of the Licensed Premises or any substantial part thereof, the Port may, at its option, terminate this Agreement as of the date of such taking.

20.1.3 In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will permanently or for a substantial period of time prevent the performance by the Port of any of its material obligations under this Agreement, then either party hereto may terminate this Agreement by written notice. The aforesaid right of termination shall be and remain effective whether or not the Port, by taking affirmative action or by

inaction, could have prevented the rendering of the decision or could have caused the vacation thereof before the same became final.

20.1.4 In the event that the Port fails to observe or perform any material covenant, condition, or agreement to be observed or performed by the Port under this Agreement, Licensee may terminate this Agreement effective immediately if the Port fails to cure such default under this Agreement for 30 days after receiving written notice of default from Licensee.

20.2 Remedies. In the event of termination of this Agreement under Section 20.1, all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of such termination) shall thereupon terminate, and if Licensee is not in default under any of the provisions of this Agreement on the effective date of termination, any License Fee prepaid by Licensee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Licensee. The Port shall not otherwise be liable to Licensee for any expenses or damages that it may suffer as a result of such premature termination of this License, unless such termination is pursuant to Section 20.1.4, in which event Licensee shall have all remedies available to it, whether in law or equity.

ARTICLE 21: NO WAIVER; LANDLORD'S RIGHT TO PERFORM

21.1 Receipt of Monies Following Termination. No receipt of monies by the Port from Licensee after the termination or cancellation of this Agreement in any lawful manner shall (a) reinstate, continue or extend the Term of this Agreement; (b) affect any notice theretofore given to Licensee; (c) operate as a waiver of the rights of the Port to enforce the payment of any License Fee and other amounts then due or thereafter falling due; or (d) operate as a waiver of the right of the Port to recover possession of the Licensed Premises by proper suit, action, proceeding or remedy; it being agreed that after the service of notice to terminate or cancel this Agreement, or after the commencement of suit, action or summary proceedings, or any other remedy, or after a final order or judgment for the possession of the Licensed Premises, the Port may demand, receive and collect any monies due, or thereafter falling due, without in any manner affecting such notice, proceeding, suit, action, order or judgment; and any and all such monies collected shall be deemed to be payments on account of the use and occupation and/or Licensee's liability hereunder.

21.2 No Waiver of Breach. The failure of the Port to insist in any one or more instances, upon a strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver of or relinquishment for the future of the performance of such covenant, or the right to exercise such option, but the same shall continue and remain in full force and effect. The receipt by the Port of the Licensee Fee or other amounts, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Port of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Port. The consent or approval of the Port to or of any act by Licensee requiring the Port's consent or approval shall not be deemed to waive or render unnecessary the Port's consent or approval to or of any subsequent similar acts by Licensee.

21.3 No Waiver of Fees. The receipt by the Port of any installment of the Licensee Fee or of any sums shall not be a waiver of any License Fee or other sum then due.

21.4 Application of Payments. The Port shall have the right to apply any payments made by Licensee to the satisfaction of any debt or obligation of Licensee to the Port, in the Port's sole discretion and regardless of the instructions of Licensee as to application of any such sum, whether such instructions be endorsed upon Licensee's check or otherwise, unless otherwise agreed upon by both parties in writing. The acceptance by the Port of a check or checks drawn by others than Licensee shall in no way affect Licensee's liability hereunder nor shall it be deemed an approval of any assignment of this Agreement or sublicense by Licensee.

21.5 Port's Right to Perform. Upon Licensee's failure to perform any obligation or make any payment required of Licensee hereunder, the Port shall have the right (but not the obligation) to perform such obligation of Licensee on behalf of Licensee and/or to make payment on behalf of Licensee to such parties. Licensee shall reimburse the Port the reasonable cost of the Port's performing such obligation on Licensee's behalf, including reimbursement of any amounts that may be expended by the Port, plus interest at the Default Rate.

ARTICLE 22: IMPAIRMENT OF TITLE

22.1 Liens. Licensee will not directly or indirectly create or permit to be created and/or to remain a Lien upon the Licensed Premises. In the event any such Lien(s) have been created by or permitted by Licensee in violation of this provision, Licensee shall immediately discharge as of record, by bond or as otherwise allowed by law, any such Lien(s). Licensee shall also defend (with counsel approved by the Port), fully indemnify, and hold entirely free and harmless the Port from any action, suit or proceeding that may be brought on or for the enforcement of such lien(s).

22.2 Recording. Licensee covenants and agrees with the Port that Licensee shall not record this Agreement or any memorandum thereof without the Port's prior written consent.

ARTICLE 23: COMPLIANCE WITH ENVIRONMENTAL LAWS

23.1 Hazardous Substances. Licensee shall not allow the presence in or about the Licensed Premises of any Hazardous Substance in any manner that could be a detriment to the Licensed Premises or in violation of any Environmental Law. Licensee shall not allow any Hazardous Substances to migrate off the Licensed Premises, or the release of any Hazardous Substances into adjacent surface waters, soils, underground waters or air. Licensee shall provide the Port with Licensee's USEPA Waste Generator Number, and with copies of all Material Safety Data Sheets (MSDS), Generator Annual Dangerous Waste Reports, environmentally related regulatory permits or approvals (including revisions or renewals) and any correspondence Licensee receives from, or provides to, any governmental unit or agency in connection with Licensee's handling of

Hazardous Substances or the presence, or possible presence, of any Hazardous Substance on the Licensed Premises.

23.2 Violation of Environmental Law. If Licensee, or the Licensed Premises as a result of Licensee's violation of any of the requirements of this ARTICLE 23, is in violation of any Environmental Law concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, Licensee shall promptly take such action as is necessary to mitigate and correct the violation. If Licensee does not act in a prudent and prompt manner, the Port reserves the right, but not the obligation, to come onto the Licensed Premises, to act in place of the Licensee (Licensee hereby appoints the Port as its agent for such purposes) and to take such action as the Port deems necessary to ensure compliance or to mitigate the violation. If the Port has a reasonable belief that Licensee is in violation of any Environmental Law, or that Licensee's actions or inactions present a threat of violation or a threat of damage to the Licensed Premises, the Port reserves the right to enter onto the Licensed Premises and take such corrective or mitigating action as the Port deems necessary. All costs and expenses incurred by the Port in connection with any such actions shall become immediately due and payable by Licensee upon presentation of an invoice therefor.

23.3 Inspection; Test Results. The Port shall have access to the Licensed Premises to conduct an annual environmental inspection. In addition, Licensee shall permit the Port access to the Licensed Premises at any time upon reasonable notice for the purpose of conducting environmental testing at the Port's expense. Licensee shall not conduct or permit others to conduct environmental testing on the Licensed Premises without first obtaining the Port's written consent. Licensee shall promptly inform the Port of the existence of any environmental study, evaluation, investigation or results of any environmental testing conducted on the Licensed Premises whenever the same becomes known to Licensee, and Licensee shall provide copies to the Port.

23.4 Removal of Hazardous Substances. Prior to vacation of the Licensed Premises, in addition to all other requirements under this Agreement, Licensee shall remove any Hazardous Substances placed on the Licensed Premises by Licensee during the term of this Agreement or Licensee's possession of the Licensed Premises, and shall demonstrate such removal to the Port's satisfaction. This removal and demonstration shall be a condition precedent to the Port's payment of any Security to Licensee upon termination or expiration of this Agreement.

23.5 Remedies Not Exclusive. No remedy provided herein shall be deemed exclusive. In addition to any remedy provided above, the Port shall be entitled to full reimbursement from Licensee whenever the Port incurs any costs resulting from Licensee's use or management of Hazardous Substances on the Licensed Premises, including but not limited to, costs of clean-up or other remedial activities, fines or penalties assessed directly against the Port, injuries to third persons or other properties, and loss of revenues resulting from an inability to re-lease or market the property due to its environmental condition (even if such loss of revenue occurs after the expiration or earlier termination of this Agreement).

23.6 Environmental Indemnity. In addition to all other indemnities provided in this Agreement, Licensee agrees to defend, indemnify and hold the Port free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from either (i) the existence or discovery of any Hazardous Substance other than a Pre-existing Hazardous Substance in the Head-End Equipment Room, (ii) the placement or use by Licensee (or its officers, agents, contractors, sublicensees, or invitees) of any Hazardous Substance on the Licensed Premises (other than the Head-End Equipment Room), (iii) the migration of any Hazardous Substance from the Head-End Equipment Room to other properties or into the surrounding environment, or (iv) the migration of any Hazardous Substance placed or used by Licensee (or its officers, agents, contractors, sublicensees, or invitees) from the Licensed Premises (other than the Head-End Equipment Room) to other properties or into the surrounding environment, all whether (1) made, commenced or incurred during the term of this Agreement, or (2) made, commenced or incurred after the expiration or termination of this Agreement if arising out of events occurring during the term of this Agreement. Licensee's obligations under this Section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 24: SURRENDER AND HOLDING OVER

24.1 Surrender. At the expiration or sooner termination of this Agreement, Licensee shall, subject to Section 24.2, quit and surrender the Licensed Premises in good order, condition and repair, ordinary wear and tear excepted and shall deliver to the Port all keys that it may have to any and all parts of the Licensed Premises. Licensee shall be responsible for all consequential damages to the Port as a result of Licensee's failure to surrender the Premises in accordance with this Agreement.

24.2 Port's Right to Retain or Require Removal. Prior to expiration or within ten (10) days following the sooner termination of this Agreement, the Port may elect by written notice to Licensee to:

24.2.1 Retain any or all of the Wireless Communications Access System or any other improvement or Alteration made or installed by Licensee without the necessity of any payment to Licensee;

24.2.2 Have Licensee remove any or all of the Wireless Communications Access System (other than the Port Assets and, after Acceptance, the WDS Assets) or any other improvements or Alteration made or installed by Licensee and restore the Licensed Premises to the condition existing prior to Licensee's installation of the Wireless Communications Access System or any other improvements or Alteration. Any portion of the Wireless Communications Access System or other improvements or Alteration that the Port has elected to have Licensee remove but which is not removed at the expiration or sooner termination of the Term may, at the election of the Port, be

removed by the Port, at Licensee's expense. Upon any removal of such property, Licensee shall promptly repair any and all damage to the Licensed Premises caused thereby and reimburse the Port for its costs and expenses in removing any such property not removed by Licensee and repairing any such damage not repaired by Licensee.

In the event the Port elects to retain any portion of the Wireless Communications Access System or other improvements or Alteration, Licensee warrants and covenants that: (i) Licensee shall be the sole owner of such portions, (ii) Licensee shall have right to surrender such portions, (iii) those portions are free from all liens and encumbrances, and (iv) those portions are in good condition, working order, and in safe condition and that all Cable is properly labeled at each end, in each telecommunications/electrical closet and junction box, and otherwise as may be required by Port regulations. Furthermore, Licensee further assigns and transfers (without the necessity of any payment) to the Port any and all manufacturer and/or installer warranties related to those portions that Port elects to retain. In the event that the Port elects for the removal of any portion of the Wireless Communications Access System, Licensee shall diligently complete such removal prior to expiration of this Agreement or within sixty (60) days of the Port's election, whichever is later. Provided Licensee diligently proceeds with removal and accomplishes such within the time provided, the Port shall automatically be deemed to have consented to Licensee's holding over for such period (but only such period).

24.3 Holding Over. If the Licensed Premises are not surrendered as provided in this Article, Licensee shall indemnify and hold the Port harmless against loss or liability resulting from the delay by Licensee in so surrendering the Licensed Premises, including, without limitation, any claims made by any succeeding occupant founded on such delay. Any holding over with the consent of the Port after expiration or earlier termination of this Agreement shall be construed to be a tenancy from month-to-month upon the same terms and conditions provided in this Agreement. Any holding over without the consent of the Port after expiration or earlier termination of this Agreement shall be construed to be tenancy at sufferance upon the same terms and conditions provided in this Agreement, except that the License Fee shall be one hundred fifty percent (150%) of that which it was immediately prior to expiration or earlier termination of this Agreement.

24.4 Survival. Licensee's obligations under this Article shall survive the expiration or earlier termination of this Agreement. No modification, termination or surrender to the Port of this Agreement or surrender of the Property or any part thereof, or of any interest therein by Licensee, shall be valid or effective unless agreed to and accepted in writing by the Port, and no act by any representative or agent of the Port, other than such written agreement and acceptance, shall constitute an acceptance thereof. Nothing in this Article shall be deemed to constitute a release or discharge of Licensee with respect to any obligation or liability incurred under the Agreement and outstanding and unsatisfied on the surrender date.

ARTICLE 25: RELOCATION

25.1 Relocation. Upon thirty (30) days prior notice from the Port, Licensee shall relocate all or any part of the Wireless Communications Access System (including, without limitation, the Head-End Equipment Room) at Licensee's sole cost and expense if such cost and expense is commercially reasonable to any reasonable alternative location designated by the Port and concurrently available.

ARTICLE 26: MISCELLANEOUS

26.1 Notices. All notices required to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery, to the appropriate address indicated in ARTICLE I hereof or at such other place or places as either the Port or Licensee may, from time to time, respectively, designate in a written notice given to the other. Notices shall be deemed sufficiently served upon the earlier of actual receipt or the expiration of three (3) days after the date of mailing thereof.

26.2 Port Consent. Unless otherwise specifically provided in this Agreement, whenever the Port's consent may be required under the terms of this Agreement, that consent may be granted or withheld in the Port's sole and absolute discretion.

26.3 Labor Disputes. Licensee agrees to use its best efforts to avoid disruption to the Port, its tenants or members of the public, arising from labor disputes involving Licensee, and in the event of a strike, picketing, demonstration or other labor difficulty involving Licensee, to use its good offices, including the utilization of available legal remedies, to minimize and/or eliminate any disruption to the Port, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.

26.4 Non-Discrimination.

26.4.1 Licensee for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Airport for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.

26.4.2 Licensee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree: (1) that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, (3) that Licensee

shall use the Licensed Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

26.4.3 Licensee assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated by governmental agencies other than the Port to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Licensee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates Licensee or any transferee for the longer of the following periods: (a) the period during which the property is used by the Port or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Port or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

26.4.4 In addition, Licensee agrees that, whether or not this Agreement is conducted with, or benefits from, Federal assistance, it shall in all matters pertaining to the performance of this Agreement conduct its business in a manner which assures fair, equal and nondiscriminatory treatment of all persons without respect to race, sex, age, color, creed, sexual preference, marital status, national origin, or the presence of any sensory, mental or physical handicap.

26.4.5 Licensee will maintain open hiring and employment practices and will welcome applications for employment in all positions from all qualified individuals.

26.4.6 It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in the Airport and Airway Improvement Act, as amended, and as implemented by Federal regulations shall have the maximum opportunity to participate in the performance of services as defined in 49 CFR 23.5. Consequently, this Agreement is subject to 49 CFR Part 23 as applicable.

26.4.7 Licensee will, at the timely request of the Port, provide any information needed in preparation of necessary reports, forms, documents, and other data relative to equal employment.

26.4.8 Licensee hereby assures that it will include the above clauses in any subcontract(s) approved by the Port and cause subcontractor(s) to similarly include clauses in further subcontracts.

26.5 Successors Bound. This Agreement and each of its covenants and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective assignees,

subject to the provisions hereof. Whenever in this Agreement a reference is made to the Port, such reference shall be deemed to refer to the person in whom the interest of the Port shall be vested, and the Port shall have no obligation hereunder as to any claim arising after the transfer of its interest in the Licensed Premises. Any successor or assignee of the Licensee who accepts an assignment of the benefit of this Agreement and enters into possession or enjoyment hereunder shall thereby assume and agree to perform and be bound by the covenants and conditions thereof. Nothing herein contained shall be deemed in any manner to give a right of assignment to Licensee without the prior written consent of the Port and otherwise in compliance with ARTICLE 18 hereof.

26.6 Access to Licensed Premises. The Port shall have the right to show the Licensed Premises at all reasonable times during business hours of Licensee to any prospective purchasers, tenants or mortgagees of the same, and may at any time enter upon the Licensed Premises, or any part thereof, for the purpose of ascertaining the condition of the Licensed Premises or whether Licensee is observing and performing the obligations assumed by it under this Agreement, all without hindrance or molestation from the Licensee. The Port shall also have the right to enter upon the Licensed Premises for the purpose of making any necessary repairs and performing any work that may be necessary by reason of Licensee's failure to make any such repairs or perform any such work. The above-mentioned rights of entry shall be exercisable upon request made on reasonable advance notice to Licensee (except that no notice shall be required in the event of an emergency) or an authorized employee of Licensee at the Licensed Premises, which notice may be given orally.

26.7 Time. Time is of the essence for all of Licensee's obligations under this Agreement.

26.8 Survival of Indemnities. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement.

26.9 Attorneys' Fees. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of any License Fee or other sums due under this Agreement or the breach of any covenant or condition of this Agreement, or for the restitution of the Licensed Premises to the Port and/or eviction of Licensee during the Term of this Agreement, or after the expiration thereof, the prevailing party will be entitled to a reasonable sum for attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal.

26.10 Captions and Article Numbers. The captions, article and section numbers and table of contents appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Agreement nor in any way affect this Agreement.

26.11 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants,

conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

26.12 Applicable Law; Waiver of Trial by Jury. This Agreement, and, the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. In any action on or related to the terms of this Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

26.13 Submission of Agreement. The submission of this document for examination and negotiation does not constitute an offer to lease or license, or a reservation of or option for leasing or licensing the Licensed Premises. This document shall become effective and binding only upon execution and delivery hereof by the Port and Licensee. No act or omission of any officer, employee or agent of the Port or Licensee shall alter, change or modify any of the provisions hereof.

26.14 Entire Agreement; Modification. This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the Port and Licensee concerning the Licensed Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Port and Licensee other than as are herein set forth. No subsequent alteration, amendment, change or addition to the Agreement shall be binding upon the Port or Licensee unless reduced to writing and signed by the Port and Licensee.

26.15 Relationship of the Port and Licensee. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Agreement nor any acts of the Port and/or Licensee shall be deemed to create any relationship other than that of licensor and licensee.

26.16 Force Majeure. In the event that the Port or Licensee shall be delayed or hindered in, or prevented from, the performance of any act required under this Agreement by reason of riots, insurrection, war, labor disputes, weather, Act of God, delay of the other party or its contractors or other reason of a like nature not the fault of such party or not within its control, then performance of such act (other than the payment of money) shall be excused for the period of delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

26.17 Exhibits. Exhibits A, B, C, D, E, F, G, H and I are attached to this Agreement after the signatures and by this reference incorporated herein.

ARTICLE 27: SIGNATURES

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

PORT OF SEATTLE

By: _____
Its: _____

By: _____
Its: _____

ARTICLE 28: ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of January, 2004 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 January, 2004, 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: _____

Exhibit A: Antenna Site

The following reflects the anticipated WCAS Antenna Sites, per the system design. The actual locations are subject to change. Final site locations will be noted upon completion of the system construction.

Files Name	Description
ACE-US-0368-037-A GAR-02with antenna.dwg	Garage Remote Hub & Antenna Locations (representative level)
ACE-US-0368-038-A-Mainterminalbag.dwg	Main Terminal Baggage Claim Level Remote Hub & Antenna Locations
ACE-US-0368-039-A-Mainterminalconcourse.dwg	Main Terminal Concourse Level Remote Hub & Antenna Locations
ACE-US-0368-040-a NorthSatConcourseLevel-Model.dwg	North Satellite Concourse Level Remote Hub & Antenna Locations
ACE-US-0368-041-a NorthSatRampLevel-Model.dwg	North Satellite Ramp Level Remote Hub & Antenna Locations
ACE-US-0368-042-a NorthSatSTS-Model.dwg	North Satellite STS Level Remote Hub & Antenna Locations
ACE-US-0368-043-A-Southmezzanine.dwg	South Satellite Mezzanine Level Remote Hub & Antenna Locations
ACE-US-0368-044-a SouthModular.dwg	South Satellite Modular Building Remote Hub & Antenna Locations
ACE-US-0368-045-a Southramp.dwg	South Satellite Ramp Level Remote Hub & Antenna Locations
ACE-US-0368-046-A-SouthSTS.dwg	South Satellite STS Level Remote Hub & Antenna Locations
ACE-US-0368-048-a NorthSatSTS.dwg	North Satellite STS Level Coverage Map
ACE-US-0368-049-a NorthSatConcourseLevel.dwg	North Satellite Concourse Level Coverage Map
ACE-US-0368-050-a NorthSatRampLevel.dwg	North Satellite Ramp Level Coverage Map
ACE-US-0368-051-a SouthMezzanine.dwg	South Satellite Mezzanine Level Coverage Map
ACE-US-0368-052-a SouthModular.dwg	South Satellite Modular Building Coverage Map

ACE-US-0368-053-a Southramp.dwg	South Satellite Ramp Level Coverage Map
ACE-US-0368-054-A SouthSTS.dwg	
ACE-US-0368-055-A GAR-02with antenna.dwg	Garage Coverage Map Level 2 (representative level)
ACE-US-0368-056-a Mainterminalbag.pdf	Main Terminal Baggage Level Coverage Map
ACE-US-0368-057-a mainterminalconcourse.pdf	Main Terminal Concourse Level Coverage Map
ACE-US-0368-073-Common Equipment Room Location.pdf	Common Equipment Room (CER) Location - Garage Top Level
GAR-02with antenna-Model.pdf	

RH Groups and Antenna IDs

RH Group ID	Location	Antennas Connected to the Repeater Group
RH1	South Satellite Building	11-16
RH2	South Satellite Building	21-28
RH3	South Satellite Building	31-35
RH 4	North Satellite Building	41-45
RH 5	North Satellite Building	51-55
RH 6	Main Building	61-62
RH 7	Main Building	71
RH 8	Main Building	81-86
RH 9	Main Building	91-92
RH 10	Main Building	101-102
RH 11	Main Building	111-114
RH 12	Main Building	121-124
RH 13	Main Building	131-132
RH 14	Main Building	141
RH 15	Tarmac	151-156
RH 16	Tarmac	161-165
RH 17	Garage	171-173
RH 18	Garage	181-183
RH 19	Tarmac	191-196
RH 20	Tarmac	201-205
RH 21	Tarmac	211-216
RH 22	Tarmac	221-226
RH 23	Tunnel	231-232
RH 24	Tunnel	241-242
RH 25	Tunnel	251-252
RH 26	Tunnel	261-262
RH 27	Tunnel	271-272
RH 28	Tunnel	281-282

Exhibit B: Cable owned by port/others used by licensee

The Wireless Network will be served by a common Hybrid Fiber Coaxial backbone which will be designed to serve the designated airport requirements, Wi-Fi and all participating wireless carriers.

Existing fiber installed at the airport will be utilized to the fullest extent possible, thus maximizing the efficiency with which the AWS solution uses the CIBS infrastructure. We will use four (4) 1 SM fibers (home-run) from each communication equipment room identified in section 10.5.5 back to the Common Equipment Room for the WDS.

The WCN will use a minimum of one (1) fiber strand per four (4) RH locations (for maximum fiber utilization) and maximum one (1) fiber strand per each RH group location (for maximum system flexibility). This is represented by the two numbers in the table below under *Total Number of strands needed for WCN*.

The Allgon equipment requires single mode, 9/125µm, fiber. Based on the current information the estimated amount of fiber from each facility and back to the Common Equipment Room or its connection to the CIBS is included in the table below.

Number of Single-Mode Fiber Strands Required

Facility	Total number of strands needed for WCN	Total number of strands needed for WDS *	Total number of strands needed from CIBS
Main terminal	3 (9)	36 (18)	39 (27)
South Satellite Building	1 (3)	12 (6)	13 (9)
North Satellite Building	1(2)	8 (4)	9 (6)
Garages	1(2)	8 (4)	9 (6)
Tarmac	2(6)	24 (12)	26 (18)
Optional Train Tunnels	3	N/A	3

The final amount and location of fiber will be determined when the final antenna locations and construction plans are completed. This Exhibit will be updated upon the system construction completion to reflect the actual system installation.

1 The number of fibers per communication equipment room reflects the implementation of redundant remote hardware to ensure 99.99% availability. We are investigating technology which may allow this to be reduced by 50% to two (2) fibers per remote location.

Exhibit C: Standards for Cable Owned by Port/Others

The Port of Seattle's "Communications Systems Guidelines for Tenants" as they now exist, or may in the future be amended, supplemented or replaced.

Exhibit D: Head end equipment room

The Head end equipment room will require a minimum of 2,500 sq.ft. This includes space for the equipment to support up to 16 WCN and WDS carriers (8 of each). Power and Air conditioning equipment may require additional space. All equipment will be connected to a main ground buss bar or other grounding per electric Code. The Head end equipment room will include, but not be limited to the following equipment:

- The operator's base stations
- RF Combining Module (RCM)
- Optical Conversion Module (OCM)
- Main Ground Buss Bar
- WDS Core Network equipment (Cisco 3745 router and Cisco 4506 switch), Access Controller (Nokia AZC P022), Element Management platform (Cisco WLSE).

Space and power requirements are included in the table below.

System	Power Requirements	Space Requirements
WDS	Two (2) 30 Amp 110-120 VAC circuits	Two (2) 19" computer cabinets for housing the Core network equipment listed above
WCN Carrier Equipment	Maximum 100 Amps at 240 VAC per Carrier (800 Amps total for 8 carriers) *	Up to Twelve (12) 19" cabinets per carrier depending upon individual Carrier equipment needs.
WCN Core Equipment	One (1) 10 Amp 110-120 VAC circuit	Four (4) 19" cabinets housing the RCM's, OCM's, and BBU's for the

The final layout of the room will be provided upon final location selection, and will fit within the required square footage indicated above.

A complete list of Head-End Equipment will be inventoried and reported in this exhibit upon completion of the system construction.

Exhibit E: Interior equipment room

The tables below identify the equipment room locations per the WCAS design. These locations are subject to change. A final listing will be provided upon the completion of the WCAS construction.

For each Communications Equipment Room used at the airport, the following table provides the required power and space needs. There will be no additional Air conditioning requirements to support the installation of the WDS or WCN equipment in these rooms.

In each communications equipment room the WDS will require

- One (1) 19 Rack Unit high 19"– Swing out cabinet. With 3 feet clearance in front and to side.
- One(1) 20amp 110-120V AC circuit (grounded)

In each communications equipment room the WCN will require (assuming 8 carriers the following per single remote hub).

- 4' x 6' wall mount for equipment
- 2 feet front clearance for wall mount
- One(1) 10amp circuit – 110-120V AC (grounded)

Remote Hub Group	Equipment Room	Space Requirements	Power Requirements	Equipment	References
RH1	TC-SS-2-M (South Satellite – Building Baggage Level)	WCN: 80inx40in WDS: ½ height 19"– Swing out cabinet. With 3 feet clearance in front	WCN: 10A circuit 110-120VAC WDS: 20amp 110-120V circuit	SDU, RH's, AP's, BBU, Switch	Drawings ACE-US-0368-063-A ACE-US-0368-065-A
RH2	TC-SS-4-R (South Satellite – Building Ramp Level)	WCN: 80inx40in WDS: ½ height 19"– Swing out cabinet. With 3 feet clearance in front	WCN: 10A circuit 110-120VAC WDS: 20amp 110-120V circuit	SDU, RH's, AP's, BBU, Switch	Drawings ACE-US-0368-063-A ACE-US-0368-065-A
RH3	TC-SS-3-R (South Satellite – Building Ramp Level)	WCN: 80inx40in WDS: ½ height 19"– Swing out cabinet. With 3 feet clearance in front	WCN: 10A circuit 110-120VAC WDS: 20amp 110-120V circuit	SDU, RH's, AP's, BBU, Switch	Drawings ACE-US-0368-063-A ACE-US-0368-065-A
RH4	TC-NS-1- R (North Satellite – Building Ramp Level)	WCN: 80inx40in WDS: ½ height 19"– Swing out. With 3 feet clearance in front	WCN: 10A circuit 110-120VAC WDS: 20amp 110-120V circuit	SDU, RH's, AP's, BBU, Switch	Drawings ACE-US-0368-063-A ACE-US-0368-065-A
RH5	TC-NS-2- R (North Satellite – Building Ramp Level)	WCN: 80inx40in WDS: ½ height 19"– Swing out cabinet. With 3 feet clearance in	WCN: 10A circuit 110-120VAC WDS: 20amp 110-120V circuit	SDU, RH's, AP's, BBU, Switch	Drawings ACE-US-0368-063-A ACE-US-0368-065-A

Remote Hub Group	Equipment Room	Space Requirements	Power Requirements	Equipment	References
		front			
RH6	TC-D-2-R (Main Terminal)	WCN: 80inx40in WDS: ½ height 19"– Swing out cabinet. With 3 feet clearance in front	WCN: 10A circuit 110-120VAC WDS: 20amp 110-120V circuit	SDU, RH's, AP's, BBU, Switch	Drawings ACE-US-0368-063-A ACE-US-0368-065-A
RH7 and RH8	TC-D-1-R (Main Terminal) – Shared with RH8	WCN: 150inx40in WDS: ½ height 19"– Swing out cabinet. With 3 feet clearance in front	WCN: 16A circuit 110-120VAC WDS: 20amp 110-120V circuit	2xSDU, 2xRH's, AP's, BBU, Switch	Drawings ACE-US-0368-063-A ACE-US-0368-065-A
RH9	TC-C-3-R (Main Terminal)	WCN: 80inx40in WDS: ½ height 19"– Swing out cabinet. With 3 feet clearance in front	WCN: 10A circuit 110-120VAC WDS: 20amp 110-120V circuit	SDU, RH's, AP's, BBU, Switch	Drawings ACE-US-0368-063-A ACE-US-0368-065-A
RH10	TC-C-1-R (Main Terminal)	WCN: 80inx40in WDS: ½ height 19"– Swing out cabinet. With 3 feet clearance in front	WCN: 10A circuit 110-120VAC WDS: 20amp 110-120V circuit	SDU, RH's, AP's, BBU, Switch	Drawings ACE-US-0368-063-A ACE-US-0368-065-A
RH11 and RH12	MDR 1 (Main Terminal) – Shared with RH12	WCN: 150inx40in WDS: ½ height 19"– Swing out cabinet. With 3 feet clearance in front	WCN: 16A circuit 110-120VAC WDS: 20amp 110-120V circuit	2xSDU, 2xRH's, AP's, BBU, Switch	Drawings ACE-US-0368-063-A ACE-US-0368-065-A
RH13	TC-B-2-R (Main Terminal)	WCN: 80inx40in WDS: ½ height 19"– Swing out cabinet. With 3 feet clearance in front	WCN: 10A circuit 110-120VAC WDS: 20amp 110-120V circuit	SDU, RH's, AP's, BBU, Switch	Drawings ACE-US-0368-063-A ACE-US-0368-065-A
RH14	TC-B-3-R (Main Terminal)	WCN: 80inx40in WDS: ½ height 19"– Swing out cabinet. With 3 feet clearance in front	WCN: 10A circuit 110-120VAC WDS: 20amp 110-120V circuit	SDU, RH's, AP's, BBU, Switch	Drawings ACE-US-0368-063-A ACE-US-0368-065-A

Remote Hub Group	Equipment Room	Space Requirements	Power Requirements	Equipment	References
RH15	Parking Garage Level 2	WCN: 80inx40in WDS: ½ height 19"– Swing out cabinet. With 3 feet clearance in front	WCN: 10A circuit 110-120VAC WDS: 20amp 110-120V circuit	SDU, RH's, AP's, BBU, Switch	Drawings ACE-US-0368-063-A ACE-US-0368-065-A
RH16	Parking Garage Level 4	WCN: 80inx40in WDS: ½ height 19"– Swing out cabinet. With 3 feet clearance in front	WCN: 10A circuit 110-120VAC WDS: 20amp 110-120V circuit	SDU, RH's, AP's, BBU, Switch	Drawings ACE-US-0368-063-A ACE-US-0368-065-A
RH17-RH22	Telco closets close to applicable Tarmac	WCN: 80inx40in WDS: ½ height 19"– Swing out cabinet. With 3 feet clearance in front	WCN: 10A circuit 110-120VAC WDS: 20amp 110-120V circuit	SDU, RH's, AP's, BBU, Switch	Drawings ACE-US-0368-063-A ACE-US-0368-065-A
RH23-RH28	Telco closets close to tunnel entries (inside terminals)	WCN: 80inx40in WDS: ½ height 19"– Swing out cabinet. With 3 feet clearance in front	WCN: 10A circuit 110-120VAC WDS: 20amp 110-120V circuit	SDU, RH's, AP's, BBU, Switch	Drawings ACE-US-0368-063-A ACE-US-0368-065-A

Exhibit F: Licensee's Communication Services

Licensed Radio Frequency Band	Description
110 MHz	110 MHz Radio Location/Navig. Aid
150 MHz	150-160 MHz
450 MHz	450-470 MHz
700 MHz Public Safety	
800 MHz Public Safety, SMR	806-824/851-869 MHz
800 MHz Cellular	Both A and B Band Frequencies
900 MHz Trunking	896-901/935-940 MHz
900 MHz One Way/2 way Paging	
902.00 to 908.00 MHz	FCC Part 15 Subpart C (ISM Band)
1900 MHz PCS	All US 1900 MHz PCS Frequencies

Unlicensed Radio Frequency Band	Description
902.00 to 908.00 MHz	FCC Part 15 Subpart C (ISM Band)
1,910.00 to 1,920.00 MHz	FCC Part 15 Subpart D (Asynchronous)
1,920.00 to 1,930.00 MHz	FCC Part 15 Subpart D (Isochronous)
2,400.00 to 2,483.00 MHz	IEEE 802.11 and Blue Tooth (ISM)
5,150.00 to 5,350.00 MHz	FCC UNII 1 and UNII 2 (IEEE 802.11a)

Or

Carrier	Frequency Band	Technology
AT&T Wireless	Non-Wireline Cellular 'A'	TDMA, GSM
AT&T Wireless	PCS D and B3	GSM, EDGE, W-CDMA
Verizon Wireless	Non-Wireline Cellular 'B'	IS-95, 1XRTT, 1xEV
Verizon Wireless	PCS	CDMA 2000
Nextel Communications	800 MHz SMR	iDEN
Cingular	PCS A3 and A4	GSM
T-Mobile	PCS E, F and C3	GSM, W-CDMA
Sprint PCS	PCS B4 and B5	IS-95, 1XRTT, 1xEV, CDMA 2000
Qwest	PCS A5	IS-95, 1XRTT, 1xEV, CDMA 2000
Seattle Wi-Fi Operator	2.412 – 2.462 GHz ISM	802.11b, 802.11g
TBD	New 3G band	
TBD	700MHz	

Exhibit G: Wireless Communications Access System

AWS has selected LGC Allgon to provide the WCAS technical solution using its fiber optic Light Indoor Distributed Antenna System ("LINDAS"). The LINDAS will be simultaneously configured to deploy the WCN and WDS. LINDAS is based on Allgon's proven repeater technology, which provides cost effective coverage while maintaining quality and flexibility. Attributes of the LINDAS include Remote Hubs with high output linear power amplifiers. These amplifiers can provide coverage from a single active remote element to an area of up to four times larger than alternative solutions. This feature means fewer electronic devices are necessary, which results in construction costs up to 35% lower than for more traditional designs. Allgon's LINDAS has been used extensively to successfully provide quality RF service for in-building and harsh environments, including subways, road tunnels and airports.

The WCAS backbone, which will utilize the Port's CIBS fiber, is broadband and scalable, designed to support both the WCN and WDS. Head-end optical and RF distribution equipment will be located in the Common Equipment Room. RF distribution equipment will be placed, as needed, in the Communication Equipment Rooms. The WDS will share antennas with the WCN for all 802.11b/g installations, limiting the number of required antennas to only one per location.

These passive, multi-band antennas will be linked to the Remote Hubs via coaxial cable. The antennas are unobtrusive in size and design. They can be covered to blend into wall or ceiling applications to maintain the aesthetics of the facility. Fiber requirements are modest, with the WCN requiring a maximum of one single-mode fiber strand, and the WDS requiring two fiber strands, from the designated communication equipment rooms to the Common Equipment Room.

The WCAS will be RF technology-neutral and allow each carrier efficient, independent system control. Each participating carrier will have its own dedicated equipment integrated into the WCAS to deliver its specific RF technology, including iDEN, CDMA 2000, EDGE, GSM, W-CDMA, IS-95, 1XRTT and 1XEV. The carriers' separate Base Station equipment will be located in the Common Equipment Room. Dedicated Remote Hubs will be located in the communication equipment rooms. Each carrier will participate in final design to insure that its RF technology requirements, including independent link budgets and cell topologies, are met. Filtering and antenna separation will be established to minimize noise and interference, which is essential to providing the highest level of service for all system users. In the case of the WDS, network routers for private services, placed in the Common Equipment Room, will achieve network segregation.

The following tables provide an outline of the preliminary configuration for the backbone components of the WCN at the various locations in the Airport.

*Table 1 WCN Base Station Hotel (BSH) & WDS Core location
Common Equipment Room*

TYPE	MAKE	MODEL NO.	LOCATION	QTY	WCN/ WDS
Optical Converter Modules (OCM), with WDM	LGP Allgon	UA117 01/1	In rack in WCAS Common Equipment Room	6	WCN
BBU	Alpha	TBD	In rack in WCAS Common Equipment Room	1	WCN
Router	Cisco	CISCO3745	WCAS Common Equipment Room	2	WDS
Switch	Cisco	WS-C4506	WCAS Common Equipment Room	2	WDS
Access Controller	Nokia	P022-IP330	WCAS Common Equipment Room	2	WDS

Uninterruptible Power Supply (UPS)	APC	SU3000RMXL-3U	WCAS Common Equipment Room	2	WDS
Element Manager	Cisco	CWWLSE-1105-K9	WCAS Common Equipment Room	1*	WDS

* WLSE Is non-service affecting and thus does not need to be redundant

*Table 2 WCN - Preliminary Equipment per Communication Equipment Room.
(The equipment is doubled for rooms with two RHG's)*

TYPE	MAKE	MODEL NO.	LOCATION	QTY	WCN/ WDS/ Shared *
Site Distribution Unit (SDU), with WDM	LGP Allgon	UA115 00/1	Communication Equipment Rooms	1	WCN
Battery Back Up Unit	Alpha	TBD	Communication Equipment Rooms	1	WCN
Dual-Band, Dual-Polarized Indoor Directional Antenna Antennas labeled 1x	LGP Allgon	7999.01	Distributed throughout Airport according to drawing	6	Shared
½" Plenum rated Coaxial Cable	RFS	810918-F01	Connecting the antennas with the SDU	TBD *	Shared
Splitters	Narda		Communication Equipment Rooms	3	Shared
Diplexers 8/1900 and 2400	Cartel	CA-DIP-09	Communication Equipment Rooms	2	Shared

* Length of cabling used will be determined at time of installation

*Table 3 WDS - Preliminary Equipment per Communication Equipment Room
(The number of Access Points will double in rooms with two RHGs).*

Access Point	Cisco	AIR-AP1220B-A-K9	Communication Equipment Rooms	6	WDS
Switch with Power over Ethernet (PoE)	Cisco	WS-3550-24-PWR-SMI	Communication Equipment Rooms	2	WDS
Uninterruptible Power Supply (UPS)	APC	SMART-UPS 1000VA USA & Serial RM 2U 102V	Communication Equipment Rooms	1	WDS
UPS Management Module	APC	AP9617	Communication Equipment Rooms	1	WDS

Wall mounted 19RU Cabinet	Hubbell	MCC36WMC19D	Communication Equipment Rooms	1	WDS
AP Telescoping Tray	Hubbell	MCCTELSHLF	Communication Equipment Room	2	WDS
6ft CAT5e Yellow cables	Hubbell	PC5EPY06	Communication Equipment Room	12	WDS
20 ft Low-Loss Cable (RP-TNC (F) – SMA (F))	Terra-wave	TW-400xx-020	Communication Equipment Room	12	WDS
10m ST-SC Duplex SM Fiber	Hubbell	DFPCSTSCS10SM	Communication Equipment Room	1	WDS

* Shared = Shared Between WCN and WDS

Table 4 RH Groups and Antenna IDs

RH Group ID	Location	Antennas Connected to the Repeater Group
RH1	South Satellite Building	11-16
RH2	South Satellite Building	21-28
RH3	South Satellite Building	31-35
RH 4	North Satellite Building	41-45
RH 5	North Satellite Building	51-55
RH 6	Main Building	61-62
RH 7	Main Building	71
RH 8	Main Building	81-86
RH 9	Main Building	91-92
RH 10	Main Building	101-102
RH 11	Main Building	111-114
RH 12	Main Building	121-124
RH 13	Main Building	131-132
RH 14	Main Building	141
RH 15	Tarmac	151-156
RH 16	Tarmac	161-165
RH 17	Garage	171-173
RH 18	Garage	181-183
RH 19	Tarmac	191-196
RH 20	Tarmac	201-205
RH 21	Tarmac	211-216
RH 22	Tarmac	221-226

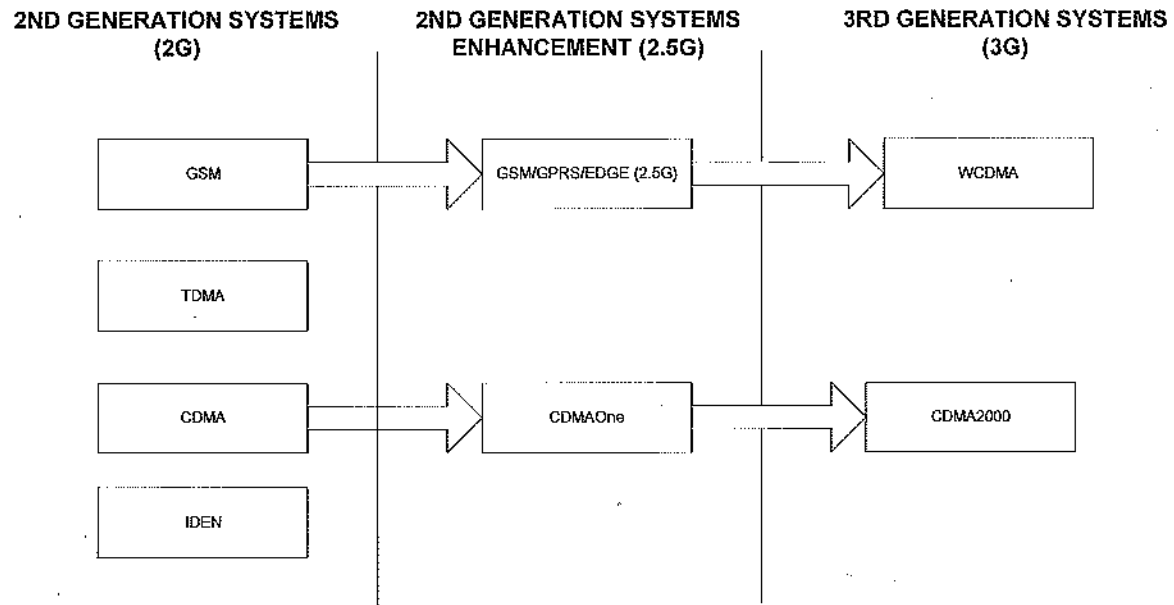
RH Group ID	Location	Antennas Connected to the Repeater Group
RH 23	Tunnel	231-232
RH 24	Tunnel	241-242
RH 25	Tunnel	251-252
RH 26	Tunnel	261-262
RH 27	Tunnel	271-272
RH 28	Tunnel	281-282

The following table provides an outline of the preliminary configuration for the per technology per provider/carrier components of the WCN network. We need one Remote Hub (RH) per technology implemented by each provider/Carrier. For example, if carrier A uses WCDMA and GSM they would have two RH's per RHG. If Carrier B also uses W-CDMA, they would also have an RH for W-CDMA. Per RHG.

*Table 5 WCN - Per Carrier Base Station Hotel (BSH) location
- Common Equipment Room*

TYPE	MAKE	MODEL NO.	LOCATION	QTY	WCN/ WDS/ Shared *
Combining Modules (RCM), Dual-Band	LGP Allgon	UA116 01/1	Common Equipment Room	2 /sector	WCN
Base Transceivers Station (BTS)	As defined by each wireless service provider	As defined by each wireless service provider	Common Equipment Room	TBD	WCN

* Shared = Shared Between WCN and WDS



The first generation systems are the Analog systems. These are the TACS and the AMPS. The second generation systems are the Digital systems such as the GSM, TDMA, CDMA and iDEN. It is what has been deployed in the last few years. Due to the growing demand for data, the GSM/GPRS/EDGE was developed for the GSM core network and the CDMAOne for CDMA core network or what is known today as 2.5G. To accommodate even higher data rates (up to 2MB/sec), interoperability and higher voice capacity, the 3G systems evolved. Its data rate could go up to 2MB/sec. GSM vendors developed WCDMA for the operators that have deployed the GSM map core networks. CDMA vendors developed CDMA2000 for the operators with ANSI-41 CDMA map core networks.

The list of components listed above is subject to change. A final list of system components will be provided upon the completion of the WCAS construction.

Exhibit H: Customer Acceptance Test Plan

AWS will conduct System Tests to verify System Performance for both WCN and WDS as outlined below.

WCN Test Plan

The System Test Report for WCN will include the following parameters:

- System Performance Checklist
- RSSI Baseline Measurements
- RSSI In Service Measurements
- FER-Ec/Io Baseline Measurements
- FER-Ec/Io In Service Measurements
- BLER C/I Baseline Measurement
- BER C/I In Service Measurement
- Remote Hub Parameter settings
- Central Hub Parameter settings

Performance will be verified against the acceptance criteria as outlined below. A System Acceptance Package will be issued for the system in addition to independent packages for each carrier.

Acceptance Criteria

The system will be tested with respect to stipulated signal levels and good speech quality with all operators active.

Signal Levels

The system is designed to provide uninterrupted service with good speech quality and signal levels better than the defined requirements of -85dBm as a mean value for each carrier with the specified number of frequency carriers and in the areas as defined above. This signal level is total RMS power calculated in a case of 100% traffic load on the base station. Fluctuations of 10 dB as a maximum, from the mean value are allowed in both directions (uplink and downlink), provided that the dropcall rate due to low signal strength is not greater than defined in the following sections. The signal levels guaranteed should be achieved in >95 % of the contracted area 95/95% of the time. The remaining 5% should be no more than 10 dB below stipulated levels. Furthermore, occasional dips in the signal level may be found. These will be due to Rayleigh fading and shall be tolerated.

Ec/Io and Frame Error Rate (CDMA and W-CDMA specific)

The system is designed to provide uninterrupted service with good speech quality and a Ec/Io for the CDMA and W-CDMA systems better than -10dB in 95% of all locations in 95% of the time. Furthermore, occasional dips in the Ec/Io and FER may be found. These will be due to Rayleigh fading and shall be tolerated.

C/N and Bit Error Rate (GSM and TDMA)

The system is designed to provide uninterrupted service with good speech quality and a C/N >12dB for GSM systems, C/N >20dB TDMA systems and C/N >20dB for iDEN. The C/N requirement should be met in 95% of all locations in 95% of the time. Furthermore, occasional dips in the C/N and BER may be found. These will be due to Rayleigh fading and shall be tolerated.

SQI (iDEN specific)

The SQI measurements will be conducted with a i1000 phone and statistics from the base station. The goal is that the SQI should be better than 23.

RX Qual

The RX Qual for GSM should be better than four (4).

Dropped call rate

The dropped call rate within the defined coverage area should be less than 4%.

Fault to Originate Call (Accessibility)

The Fault to Originate Call (phantom calls) rate within the defined coverage area should be less than 2%.

WDS Test Plan

The WDS Test Plan will consist of "Global" WLAN Architecture System Testing and "Local" WLAN System Testing.

"Global" WDS Architecture System Testing:

The following will be tested on a "global" basis to validate the overall WDS architecture:

- AP configuration settings
- Security settings for each logical WLAN network (per VLAN/SSID)
- Network Management (device monitoring & configuration settings)
- IPSec VPN compatibility
- Guest User Authentication Procedure (Proxy Server/SESM/BBSM)
- Billing functionality
- Inter-access point roaming

"Local" WLAN System Testing

In each 25'x25' grid square, the following will be tested:

For each frequency band in use (i.e. 2.4 GHz ISM band for 802.11b/g, 5 GHz UNII-1&2 bands for 802.11a):

- Verify Signal strength, (i.e. RSSI > -85 dBm)
- Verify SNR (i.e. SNR > -10dB),
- Verify associated AP

For each unique SSID/logical network, the following will be tested per Access Point:

- Verify successful "association"
- Verify successful "authentication"
- Verify successful "web access"

Exhibit I: Retained Assets

The Retained Assets include but are not limited to the following:

For each carrier providing service on the WCAS:

- Base station and related equipment located in the Head-End Equipment Room
- Remote Hubs
- Cabinets

A final list of Retained Assets will be provided upon completion of the WCAS construction and the list may change from time to time, provided that the Retained Assets shall include only the carriers' proprietary equipment and shall not include any backbone equipment necessary for the WCAS to function (assuming at least one carrier has its proprietary equipment in place).

