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Item No. 8d_attach

Meeting Date: July 23, 2024

FOURTH AMENDMENT TO LICENSE AGREEMENT

for

Wireless Communications Access System

THIS FOURTH AMENDMENT TO LICENSE AGREEMENT ("Fourth Amendment") is made effective on the latest signature date below ("Effective Date") by and between the Port of Seattle, a Washington municipal corporation ("Port") , and New Cingular Wireless PS, LLC, a Delaware limited liability company ("Licensee").

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

WHEREAS, the Agreement was previously amended by that certain First Amendment to License Agreement dated December 16, 2009 ("First Amendment"), and that certain Second Amendment to License Agreement dated January 30, 2012 ("Second Amendment"), and that certain Third Amendment to License Agreement dated July 21, 2021 ("Third Amendment"); and WHEREAS, the parties now wish to further amend the Agreement to extend the Term, and to provide for the continued operation, maintenance and management of the system during the extended Term.

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

1. Term. Sections 3 of the Agreement, Section 2 of the First Amendment, and Section 3 of the Second Amendment are supplemented as follows:

1.1.

Extension Term. Commencing on August 1, 2024, the Term of the Agreement will be extended by twelve (12) months, expiring on July 31, 2025 ("Extension Term").

1.2.

Additional Extension Term(s). The Term of the Agreement may be extended for up to three (3) additional extension terms of six (6) months each ("Additional Extension Term") upon the Port's election to extend the agreement by delivering written notice of that election at least sixty (60) days prior to the expiration of the Extension Term or any Additional Extension Term. If the Port does not elect the extension of the term in writing within the period set forth in this subsection 1.2, the Agreement shall be deemed to have expired at the end of the Extension term or the Additional Extension Term, as appropriate.

2. Future Upgrades. The terms and conditions of Section 4.1.3. of the Second Amendment regarding Licensee's obligation to consider and/or perform future technological upgrades or improvements shall not apply during the Extension Term or any Additional Extension Term; provided, however, that Licensee will continue to perform Project Management Services (defined in Section 3.2 below) and Licensee will maintain the Wireless Cellular Network's performance substantially at its current performance levels (assuming airport passenger counts remain at the same level as the most recent 12 month average passenger count preceding the Effective Date of this Fourth Amendment) during the Extension Term and any Additional Extension Term.

Fourth Amendment to License Agreement

1

Item No. 8d_attach

Meeting Date: July 23, 2024

3. Monitoring, Repair and Maintenance; Project Management. During the Extension Term and any Additional Extension Term, Licensee will monitor, repair and maintain the WCN Assets in accordance with the terms and conditions of Article 10.1 of the Agreement, and provide project management services, under the following terms and conditions:

3.1.

Monitoring, Maintenance and Repair. Licensee will provide monitoring, maintenance and repair services for the WCN Assets at no additional charge.

3.2.

Project Management Support. Licensee will provide project management services for Currently Pending Projects (as defined below) at no additional charge. As used in this Section 3.2, "Currently Pending Projects" means any technical upgrades, moves, changes, and removals for the WCN Assets that are approved by the Port and Licensee and

are in process as of February 1, 2024. Project management services include working cooperatively with the Port and any applicable Sublicensee to evaluate, provide cost estimates for, and manage technical upgrades, moves, changes, and removals related to the WCN Assets including Retained Assets. For any projects that are not Currently Pending Projects that the Port and Licensee agree will be evaluated, scoped, quoted, and/or managed by Licensee during the Extended Term and any Additional Extended Term, Licensee will be paid a fee in an amount to be agreed-upon in advance by the Port and Licensee for every such new project by amendment to this agreement.

4. License Fees. Commencing on August 1, 2024, the License Fees payable for the use and occupancy of the Airport for Licensee and all Sublicensees will be at the monthly rate for three (3) carriers as set forth in Section 3.1 of the First Amendment, subject to annual increases on August 1, 2024 and August 1, 2025 (if appropriate) as set forth in Section 3 of the Third Amendment and Section 3 of the Agreement.

5. Counterparts. This agreement may be signed in any number of counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument. Signatures may be applied through manually written signatures, authenticated electronic signatures (complying with the U.S. Federal ESIGN Act of 2000, 15 U.S.C. ch. 96), or by applying a stored image of a manually written signature. Signed agreements may be delivered on paper, or as an electronic image file (including PDF or jpeg) delivered via email attachment or as a download link from an electronic file delivery system. Counterparts and electronically signed agreements shall legally bind the parties to the same extent as original documents.

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

Fourth Amendment to License Agreement

2

Item No. 8d_attach

Meeting Date: July 23, 2024

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the dates written below.

PORT OF SEATTLE

NEW CINGULAR WIRELESS PCS, LLC

a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

Signature

Signature

Name

Name

Title

Title

Date

Date

Fourth Amendment to License Agreement

3

Item No. 8d_attach

Meeting Date: July 23, 2024

LICENSOR:

STATE OF WASHINGTON

COUNTY OF KING

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SS.

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that said person signed this
instrument, on oath stated that said person was authorized to execute the instrument and
acknowledged it as the _____ of the Port of Seattle, to be the
free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington

My appointment expires:

LICENSEE:

STATE OF OREGON

)
)

COUNTY OF _____)

SS.

This instrument was acknowledged before me on _____, 2024 by Wayne Wooten
as Director – Access, Construction & Engineering of AT&T Mobility Corporation.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Oregon

My Commission expires:

Fourth Amendment to License Agreement

4