

MMR LICENSE AGREEMENT

Between the

PORT OF SEATTLE

And

Dated _____, 2026

TABLE OF CONTENTS

ARTICLE 1: DEFINITIONS	1
ARTICLE 2: NON-EXCLUSIVITY	3
ARTICLE 3: LICENSE	4
ARTICLE 4: TERM	5
ARTICLE 5: FEES	5
ARTICLE 6: LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS	6
ARTICLE 7: INSURANCE	8
ARTICLE 8: OBLIGATIONS	11
ARTICLE 9: USE RESTRICTIONS; ALTERATIONS	11
ARTICLE 10: FAA NONDISCRIMINATION REQUIREMENTS.	16
ARTICLE 11: UTILITIES	16
ARTICLE 12: NO LIENS	17
ARTICLE 13: TAXES AND LICENSES	18
ARTICLE 14: DEFAULT	18
ARTICLE 15: REMEDIES	19
ARTICLE 16: TERMINATION OTHER THAN FOR DEFAULT	20
ARTICLE 17: ASSIGNMENT	21
ARTICLE 18: RIGHTS UPON EXPIRATION OR TERMINATION OF THE AGREEMENT	22
ARTICLE 19: INSPECTION OF MMR LICENSED PREMISES	23
ARTICLE 20: EASEMENTS.	24
ARTICLE 21: FORCE MAJEURE	24
ARTICLE 22: INTERRUPTIONS IN SERVICE	24
ARTICLE 23: ENVIRONMENTAL STANDARDS	25
ARTICLE 24: LABOR DISPUTES	27
ARTICLE 25: FAA SUBORDINATION CLAUSE AND OTHER LEGAL REQUIREMENTS	27
ARTICLE 26: FAA AIRPORT PROTECTION CLAUSE	28
ARTICLE 27: HOLDING OVER	28
ARTICLE 28: AIRPORT SECURITY	28
ARTICLE 29: NO THIRD-PARTY BENEFICIARIES	29
ARTICLE 30: PUBLIC RECORDS ACT	29
ARTICLE 31: GOVERNING LAW; VENUE	29
ARTICLE 32: HEADINGS	29
ARTICLE 33: NONWAIVER; RIGHT TO PERFORM	29
ARTICLE 34: TIME OF ESSENCE	30
ARTICLE 35: RELATIONSHIP	30
ARTICLE 36: NOTICES	30
ARTICLE 37: LIABILITY FOR FINES AND OTHER OBLIGATIONS	31
ARTICLE 38: ATTORNEYS' FEES.	31
ARTICLE 39: SURVIVAL OF INDEMNITIES.	32
ARTICLE 40: ENTIRE AGREEMENT	32
ARTICLE 41: AUTHORITY	32
ARTICLE 42: GENERAL	32

MMR LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is entered into this ____ day of ____, 2026 (the “Effective Date”), by and between the PORT OF SEATTLE, a Washington municipal corporation (“the Port”) and _____, a _____ corporation, on behalf of its affiliates (together “_____” or “Licensee”), each a “Party” and together, the “Parties.”

WHEREAS, the Port owns and operates the Seattle-Tacoma International Airport (“Airport”);

WHEREAS, the Port is interested in modernizing the Airport’s telecommunications infrastructure and promoting competition among providers of Communication Services at the Airport by creating one or more telecommunications hubs (each a “Meet-Me-Room” or “MMR”) in which competitive telecommunications providers will each locate state-of-the-art Communication Equipment to provide future Communication Services within the Airport using the Port’s Fiber Cable Infrastructure (as hereinafter defined);

WHEREAS, Licensee is interested in (a) installing and operating new, state-of-the-art Communication Equipment at the Airport’s Meet-Me Room(s) (“MMR Communication Equipment”), and (b) providing Communication Services from the MMR(s) to Customers at the Airport using the Port’s Fiber Cable Infrastructure;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions hereinafter set forth, the Parties, on behalf of themselves and their successors and permitted assigns, agree as follows:

ARTICLE 1: DEFINITIONS

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

“Access Infrastructure” shall have the meaning set forth in Section 3.C. below.

“Alterations” means any alterations, installations, additions, changes, replacements or improvements to the MMR Licensed Premises.

“Agreement” means this Agreement, together with its Addenda and Exhibits and all agreements, addenda and exhibits supplemental to or modifying this Agreement, whether made contemporaneously herewith or subsequent hereto.

“Airport” means Seattle-Tacoma International Airport.

“Airport Operations Area” or “AOA” means any area enclosed by the Airport security fence, including ramps, aprons, runways, taxiways, gate positions, Airport parking areas, and FAA facilities.

“Communication Equipment” means cable, fiber optic lines, copper wiring, conduit, innerduct, boxes, antennas, terminals, enclosures, electronics, equipment and related facilities and materials used to provide Communication Services.

“Communication Services” means the provision of telecommunications, communications, high speed Internet, data, and other related communication services that Licensee or other communication service providers is authorized to provide at the Airport, but excluding the commercial provision of any Wireless Communication Access System (“WCAS”), Wireless Cellular Network (“WCN”), Wireless Data System (“WDN”), Distributed Antenna System (“DAS”), or Neutral-Host Distributed Antenna System (“NHDAS”) for Commercial Mobile Radio Services (“CMRS”).

“Customer Ancillary Equipment” means any Customer owned or leased Communication Equipment located in the MMR Licensed Premises to enable Licensee to provide Communication Services to Customers at the Airport.

“Customers” means the Port and other governmental, non-governmental, aeronautical, and non-aeronautical persons and entities to whom Licensee provides Communication Services at the Airport.

“Customer’s Licensed Premises” means that portion of the Airport that a Customer is authorized by written agreement to use.

“FAA” means the Federal Aviation Administration.

“Legal Requirements” means any and all applicable Federal, State, county, city and Port ordinances, laws, codes, rules, regulations, orders, injunctions, and decrees, all Port Standards, and all requirements, obligations and conditions of all instruments of record, all as now in force or hereafter in effect with respect to the Airport, the MMR Licensed Premises, or Licensee’s permitted uses under this Agreement, including, without limitation, Legal Requirements relating to the operation, security or maintenance of the Airport, or to environmental matters.

“License” means the rights granted to Licensee under this Agreement.

“Licensee” means _____, with a principal place of business at _____.

“MMR Building” means the building structure containing the Meet-Me-Room.

“Meet-Me-Room” or “MMR” means one or more telecommunications hubs to be designed, constructed, owned and operated by the Port at the Airport in which competitive telecommunications providers may, under a license from the Port, install and operate state-of-the-art Communication Equipment to provide Communication Services to Customers within the Airport using the Port’s Fiber Cable Infrastructure.

“MMR Communication Equipment” means Communication Equipment, including any Customer Ancillary Equipment, installed and operated by Licensee in the MMR Licensed Premises pursuant to the terms of this Agreement to provide Communication Services to Customers at the Airport.

“MMR Licensed Premises” means the premises identified Exhibit 1.1, including the Access Infrastructure assigned to Licensee as designated on Exhibit 1.1.

“Port” or “the Port” means the Port of Seattle

“Port’s Fiber Cable Infrastructure” means the fiber optic cable network including without limitation network cable and fiber optic bundles owned and operated by the Port capable of providing a pathway to connect optical signals from Communication Equipment in the MMR to and from Communication Equipment in premises occupied by Tenants in the main terminal building at the Airport.

“Port Standards” means the Airport Schedule of 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 Utility and Communication 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 Airport Schedule of Rules and Regulations No. 5, or any successor thereto. A list containing links to the Port Standards documents is provided on Exhibit 1.2.

“Rent Commencement Date” means the date Licensee installs its first piece of MMR Communication Equipment in the MMR Licensed Premises. The Port shall provide a notice to Licensee memorializing this date.

“Services Demarcation Point” means the point at which Licensee connects to the Port’s Fiber Cable Infrastructure for services.

“Tenant” means 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.

ARTICLE 2: NON-EXCLUSIVITY

Nothing herein contained shall be construed to grant or authorize an exclusive license, right or privilege to Licensee to provide Communication Services at the Airport; and Licensee expressly acknowledges and agrees that any license, right or privilege conferred by the Agreement for Licensee to provide Communication Services shall be non-exclusive. The Port fully reserves all rights and privileges to contract, under existing or future agreements, with other persons or entities, including without limitation other communication service providers, to provide Communication Services at the Airport, and including, without limitation, Communication Services to the Port, to Tenants, to other governmental, non-governmental, aeronautical, and non-aeronautical persons and entities, and to other customers of Communication Services, at the Airport; and Licensee expressly acknowledges and agrees that such Communication Services may be in direct competition with Communication Services provided by Licensee under this Agreement; provided, however, that such other Communications Services do not breach this Agreement. Further, the Port fully reserves all rights and privileges to contract with persons or entities, including without limitation FCC-licensed carriers or other service providers, to provide any WCAS, WCN, WDN, DAS, NHDAS, CMRS, or other commercial communication services at the Airport.

ARTICLE 3: LICENSE

A. License for MMR Communication Equipment.

Subject to the provisions, covenants, terms, and conditions contained in this Agreement, the Port hereby grants to Licensee a non-exclusive license for the Term (as hereinafter defined) to install, operate, inspect, monitor, maintain, repair, replace, upgrade and remove, at Licensee's sole cost and expense, the MMR Communication Equipment in the MMR Licensed Premises identified in Exhibit 1.1, in accordance with the Plans and Specifications (as hereinafter defined), for purposes of providing Communication Services to Customers at the Airport during the Term of the License for the MMR Licensed Premises.

In the future, the Port may construct other MMRs at the Airport, and any licensed use by Licensee in such other MMRs shall be subject to this Agreement and to future addenda and exhibits to be negotiated and agreed between the Parties with respect thereto at that time.

Licensee has been offered the opportunity to inspect the MMR Licensed Premises and accepts the MMR Licensed Premises in an "AS IS, WHERE IS" condition. The Port makes no representation or warranty regarding the condition of the MMR Licensed Premises and disclaims all express and implied warranties.

B. MMR Communication Equipment.

Licensee shall install, operate, inspect, monitor, maintain, repair, replace, upgrade and remove, at Licensee's sole cost and expense, its MMR Communication Equipment, in the MMR Licensed Premises, for purposes of providing Communication Services to Customers at the Airport during the Term of this License. In doing so, except as specifically approved by the Port in writing, Licensee shall conform to the following requirements:

1. Licensee shall abide by the provisions, covenants, terms, and conditions contained in this License.
2. Licensee shall utilize the Port's Fiber Cable Infrastructure to provide the Communications Services furnished by Licensee's MMR Communication Equipment pursuant to the Port's Fiber Cable Infrastructure.
3. Licensee shall coordinate all of its obligations concerning the MMR Licensed Premises with a Port project manager to be identified by the Port.
4. Licensee shall install its MMR Communication Equipment in good and workmanlike manner and in accordance with all Legal Requirements, the Port Standards, and the requirements of any insurance rating organization, and free and clear of all mechanics' or other liens and free and clear of all financing statements under the Uniform Commercial Code.
5. Licensee shall obtain all necessary permits, including any discretionary permits, necessary for its permitted use of the MMR Licensed Premises. 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 actual costs in obtaining said permits within thirty (30) days of receipt of an invoice therefrom from the Port to Licensee.

6. Licensee shall install its MMR Communication Equipment, including any Customer Ancillary Equipment, wholly within the MMR Licensed Premises.

From time to time during the installation of Licensee's MMR Communication Equipment, the Parties may update and amend the MMR Licensed Premises and MMR Communication Equipment by mutual agreement acknowledged in writing.

C. Access Infrastructure; Designated Easement Area.

1. The license granted by the Port hereunder includes Licensee's non-exclusive right to access and utilize the Access Vault outside the MMR Building and the Access Conduit between the Access Vault and MMR Building (as identified in Exhibit 1.1), for Licensee to run its Communication Equipment from the Access Vault to the MMR Building (as used herein, the Access Vault and the Access Conduit shall together be referred to as the "Access Infrastructure").
2. Licensee's access to the Access Vault in, under, over, through Port property as necessary to bring its Communication Equipment to the Access Vault from off-Port property shall be within the designated easement area identified on Exhibit 1.1, subject to the terms of a separate non-exclusive easement in substantially the form attached hereto as Exhibit 1.1.1 to be executed by the Port and Licensee concurrently with execution of this Agreement (the "Access Easement").

ARTICLE 4: TERM

The term of this Agreement shall be ten (10) years commencing on the Effective Date and ending on the tenth anniversary of the Effective Date (the "Initial Term"), unless sooner terminated or extended in accordance with the terms and conditions of this Agreement as specified herein.

ARTICLE 5: FEES

A. Fees. The fees due and payable under this Agreement (collectively, including late fees referred to as "Fees") are:

1. License Fee. Commencing on the Rent Commencement Date, Licensee shall pay to the Port the License Fee of [spelled out rent dollars] Dollars and [spelled out rent cents] Cents (\$#,###.##) as calculated below in advance on the first day of each and every month during the Term without any prior demand and without any abatement, deduction or setoff whatsoever. If the Rent Commencement Date 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.

The License Fee is calculated as follows:

[#] racks @ \$993.27/rack/month = \$[993.27]*

*plus applicable taxes, if any

2. The License Fee set forth in this Article 5 shall be increased by three percent (3%) on June 1 of each calendar year.

B. Late Fees. Any payments past due more than thirty (30) days shall also have interest added thereon at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) or the maximum rate provided by law, whichever is less, on any balance over thirty (30) days past due, provided, however, the minimum charge of interest shall be five dollars (\$5.00).

C. Security.

1. 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 equal to three (3) months' License Fees (hereinafter referred to as "Security"), to secure Licensee's full performance of this License, including the payment of all fees and other amounts now or hereafter payable to the Port hereunder. 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.
2. Return of Security. The Security is a part of the consideration for execution of this License. If Licensee shall have fully performed all terms and conditions of this License, 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 License or at law or equity, retain title thereto.
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: LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS

A. Limitation of Liability.

Except to the extent caused by the gross negligence or willful misconduct of the Port, its officers, employees, or agents, 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 is 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, without limitation, existing or future defects in the MMR Licensed Premises, the Port's Fiber Cable Infrastructure, or any building or improvement at the Airport) or occurrence (including, without limitation, failure or interruption of utility service or back-up power) whatsoever related in any way to Licensee's use or occupancy of the MMR Licensed Premises and of areas adjacent thereto. In no event shall either Party be liable or responsible to the other Party for any special, consequential, punitive, exemplary, or incidental damages arising hereunder, except for Article 23 (Environmental Standards) and Licensee's failure to vacate the MMR Licensed Premises at the end of the Term (as the same may be extended).

B. Indemnity.

To the maximum extent permitted by law, Licensee shall defend (with counsel reasonably approved by the Port), fully indemnify, and hold entirely free and harmless the Port and its Commissioners, officers, agents and employees (each a "Port Party" and, collectively, the "Port Parties") from any and all losses, claims, counterclaims, demands, actions, charges, liens, liabilities, damages, expenses, attorneys' fees, consultants' fees, court costs and other costs for, on account of or arising from: (1) anything and everything whatsoever arising from the condition of the MMR Licensed Premises or out of the use of the MMR Licensed Premises by Licensee or by any employee, agent, contractor, subcontractor, licensee, invitee, or assignee of Licensee, including, without limitation, the installation, operation, maintenance and use of the MMR Communication Equipment or the exercise of Licensee's rights hereunder; and (2) any accident, injury, death or damage to any party however caused in or about the MMR Licensed Premises, whether or not caused by the negligence of Licensee; and (3) any failure in connection with property damage and personal injury on Licensee's part to comply with any of the covenants, terms and conditions contained in this Agreement; and (4) any fault or negligence by Licensee or any agent, contractor, subcontractor, licensee, invitee, or assignee of Licensee or of any officer, agent, employee, guest or invitee of any such person; provided, however, nothing herein shall require Licensee to indemnify the Port Parties from any accident, injury, death or damage arising out of the gross negligence or willful misconduct of the Port Parties.

Both Parties agree that the foregoing indemnity specifically covers actions brought by their own employees, and thus each Party expressly waives its immunity under industrial insurance, Title 51, as necessary to effectuate this indemnity. Licensee's duty to defend the Port shall exist regardless of whether the Port or Licensee may ultimately be found to be liable for third party negligence. In the event that the Port's tender of defense is rejected by Licensee or Licensee's insurer, and Licensee is later found by a court of competent jurisdiction to have been required to indemnify the Port, then in addition to any other remedies the Port may have, Licensee shall pay the Port's actual, reasonable, and documented costs, expenses and attorney's fees in proving such liability, defending itself and enforcing this indemnity provision to the extent required by this

Article 6. The Parties recognize this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115, was the subject of mutual negotiation, and shall survive the expiration, revocation, or termination of this Agreement.

C. Concurrent Negligence.

Notwithstanding anything to the contrary in this Article 6, in the event of the concurrent negligence of Licensee, its agents, contractors, subcontractors, licensees, invitees, assignees, or employees, on the one hand and the negligence of the Port, its agents, employees or contractors on the other hand, which concurrent negligence results in injury or damage to persons or property of any nature and howsoever caused, and relates to the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of the MMR Licensed Premises such that RCW 4.24.115 is applicable, Licensee's obligation to indemnify the Port Parties as set forth in this Article 6 shall be limited to the extent of Licensee's negligence and that of Licensee's officers, assignees, agents, employees, contractors, subcontractors, invitees, or licensees, including Licensee's proportional share of costs, court costs, attorneys' fees, consultants' fees and expenses incurred in connection with any claim, action or proceeding brought with respect to such injury or damage.

D. Mutual Negotiation.

LICENSEE AND THE PORT AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS THE PRODUCT OF MUTUAL NEGOTIATION.

E. Survival.

Licensee's obligations under this Article 6 shall survive the expiration or earlier termination of this Agreement (in whole or in part).

ARTICLE 7: INSURANCE

A. Required Policies.

Licensee shall obtain and keep in force, at its sole cost and expense, the following types of insurance, in the amounts specified.

1. General Liability Insurance. Licensee shall obtain and keep in force a commercial general liability policy of insurance, written on ISO Form CG 00 01 (or equivalent), that protects Licensee as named insured and the Port Parties, as additional insureds using ISO Form 20 10 and 20 37 or equivalent, against claims for bodily injury, personal injury and property damage based upon, involving or arising out of Licensee's insurable liabilities for its use, occupancy or maintenance of the MMR Licensed Premises and all areas appurtenant thereto, and specifically including Licensee's insurable liabilities for the action/inaction of any of its employees. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than five million dollars (\$5,000,000) per occurrence. The policy shall contain a minimum \$50,000 sub-limit that covers damage to the MMR Licensed Premises rented or leased to Licensee, including fire damage. The policy

shall be endorsed to make Licensee's insurance primary and non-contributory to any insurance the Port may carry as an additional insured with respect only to losses for which Licensee is responsible hereunder. Licensee shall submit to the Port upon Agreement inception, a copy of the ACORD Certificate of Insurance that evidences compliance with the coverage requirements of this Article 7. A copy of the primary and noncontributory endorsement and the additional insured endorsement shall be provided with the COI as required in Paragraph D Termination, Renewal and Evidence of Insurance.

2. Automobile Liability Insurance. Licensee shall obtain and keep in force a commercial automobile liability policy of insurance, written on ISO Form CA 00 01 (or equivalent), that protects Licensee as named insured and the Port Parties as additional insureds against Licensee's insurable liabilities for claims for bodily injury and property damage based upon, involving or arising out of motor vehicle operations on or about the MMR Licensed Premises and all areas appurtenant thereto. Such insurance shall cover any "Auto" (i.e. owned, hired and non-owned) and shall be on an occurrence basis providing single limit coverage in an amount not less than five million dollars (\$5,000,000) per occurrence for vehicles to be driven on the non-movement area of the AOA; and one million dollars (\$1,000,000) per occurrence for all vehicles driven off the AOA.
3. Property Insurance. Licensee shall obtain and keep in force property insurance using an ISO CP 10 20 Cause of Loss Broad Form (or an equivalent manuscript form) insuring Licensee's personal property and Alterations (specifically including "betterments" and "improvements") made by Licensee against physical damage, including loss of use of the MMR Licensed Premises. The amount of such insurance shall be procured on a replacement cost basis (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). Notwithstanding the foregoing, Licensee may elect to self-insure for such first-party property losses, so long as such self-insurance complies with all other applicable terms set forth in this Section 3 above.

Alternative to Property Insurance- Licensee may choose whether or not it wants to insure any personal property that will be stored on the licensed Premises throughout the term. The Port is not responsible for damage caused by any peril or disappearance caused by theft or disappearance of any personal property of the Licensee. Property insurance shall be provided for any improvements, alterations, or betterments made within the Premises during the term of the License.

4. Other Insurance. Licensee may utilize a combination of primary and umbrella liability policy to satisfy the insurance policy limit requirements herein. Blanket additional insured endorsements and a waiver of subrogation endorsement shall be required for the General Liability Insurance specified in Clause Section 7.A.1 and Auto Liability Insurance specified in Clause Section 7.1.B.

B. Insurance Companies.

Insurance required hereunder (other than a program of self-insurance) shall be with companies duly licensed or authorized to transact business in the State of Washington, and maintain 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."

C. Policies Primary; Deductibles.

All liability insurance required to be carried by Licensee shall be primary to and not contributory with any similar insurance carried by the Port as an additional insured, whose insurance as an additional insured shall be considered excess insurance only, with respect only to losses for which Licensee is responsible hereunder. Any deductible or self-insured retention on the required policies shall be the sole responsibility of the Licensee.

D. Termination, Renewal and Evidence of Insurance

Insurance is to remain current throughout the Term of the Agreement. The Port shall receive documentation annually to include a certificate of insurance to evidence the insurance required herein has been purchased and is compliant with the Agreement requirements within ten (10) days of each insurance renewal. Should any insurance required herein be terminated, cancelled and not replaced, or not renewed, Licensee will have thirty (30) days to obtain replacement insurance from the date of the termination, cancellation or non-renewal notice Licensee receives from its insurer(s). Licensee's failure to replace the insurance within thirty (30) days will be considered a default under this Agreement, in accordance with Article 14 hereof.

E. No Limitation of Liability.

The limits of insurance required by this Agreement or as carried by Licensee shall not limit nor otherwise alter the liability of Licensee nor relieve Licensee of any obligation hereunder.

F. Waiver of Subrogation.

Without affecting any other rights or remedies, Licensee and the Port (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against the other Party, its officers and employees (whether in contract or in tort) on account of any loss or damage the insured party's personal property under this Agreement. The effect of such release and waiver of the right to recover damages shall not be limited by any deductibles applicable thereto.

G. Increase in Port's Cost of Insurance.

Licensee shall not use the MMR Licensed Premises in such a manner as to unreasonably increase the existing rates of insurance applicable to the buildings or structures of which the MMR 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 buildings or structures of which the MMR Licensed Premises are a part, and to the extent allocable to the Term of this Agreement, shall be paid by Licensee to the Port within fourteen (14) days of receipt of an invoice from the Port therefor.

ARTICLE 8: OBLIGATIONS

A. Licensee Obligations.

1. During the term of this Agreement, Licensee shall, at its sole cost and expense, monitor and maintain the MMR Communication Equipment in a functional and safe condition. All installation and maintenance of the MMR Communication Equipment shall be the responsibility of Licensee and shall be performed under its direction and, where required, by contractors whose access to the Airport is approved by the Port, such approval not to be unreasonably withheld. Licensee shall perform such maintenance as is reasonably necessary and customary for normal use of the MMR Communication Equipment. The installation and maintenance of the MMR Communication Equipment shall be performed in a manner that minimizes any interruption or disruption to utilities, other communication systems, and other users of the Airport.
2. If, in the course of Licensee's monitoring and maintenance of the MMR Communication Equipment, Licensee identifies any degradation, failures or defect in the MMR Licensed Premises or the Port's Fiber Cable Infrastructure, Licensee shall promptly report same to the Port.
3. Licensee shall be responsible for all damage, loss, and expense which may result by reason of defective material and/or workmanship in connection with work performed by Licensee under this Agreement. Licensee shall promptly repair such defect and pay, or cause to be paid, all expenses associated with said repair; and Licensee shall save and hold the Port harmless from all damages, loss, and expense occasioned by or resulting from such defect, except to the extent such damage, loss, or expense is caused by the gross negligence or willful misconduct of the Port.
4. Licensee shall keep the MMR Licensed Premises clean and free of debris at all times during the term of this Agreement. Licensee shall not store any products, equipment, tools, materials, or spare parts in the MMR Licensed Premises at any time.

B. Port Obligations.

Subject to the Limitation of Liability in Article 6.A, ongoing maintenance and repair of the Port's Fiber Cable Infrastructure shall be the responsibility of the Port and at the Port's sole expense, except that damage or degradation of the Port's Fiber Cable Infrastructure that is attributable to the use or negligence of Licensee shall be at the expense of Licensee. The Port shall maintain the Port's Fiber Cable Infrastructure in reasonable working condition.

ARTICLE 9: USE RESTRICTIONS; ALTERATIONS

A. MMR Licensed Premises: Licensee's use of the MMR Licensed Premises shall be solely for the purpose of installing, operating, repairing, replacing, inspecting, monitoring, maintaining, upgrading, and removing the MMR Communication Equipment used to provide Communication Services to its Customers at the Airport. The MMR Licensed Premises shall be

used for MMR Communication Equipment only. No office or storage use is permitted and no Licensee personnel shall maintain a desk, workstation, lockers, or storage units in the MMR Licensed Premises. Licensee shall not use or occupy or permit the MMR Licensed Premises or any part thereof to be used or occupied, in whole or in part, in a manner which would in any way: (i) violate any present or future Legal Requirements, (ii) violate any of the covenants, agreements, provisions and conditions of this Agreement, (iii) violate the certificate of occupancy then in force with respect thereto, (iv) constitute a public or private nuisance, (v) impair or interfere with, in the Port's reasonable judgment, the character, reputation or appearance of the Airport, or (vi) occasion disturbance, discomfort, inconvenience or annoyance to either the Port or its tenants. Except as expressly provided herein or as otherwise required by law, Licensee shall not sell, convey, lease, sublease or otherwise permit any other person, firm or entity to utilize the MMR Licensed Premises without the express written permission of the Port. Licensee will provide an as-built plan of the MMR Communication Equipment and deployment to the Port within ninety (90) days of the completion of installation work.

B. Changes or Alterations: Except as permitted by this Agreement, Licensee shall not make any Alterations to the MMR Licensed Premises without the prior written approval of the Port and as provided in the Port Standards, as they may be amended from time to time in the Port's sole discretion. Licensee shall first deliver to the Port plans and specifications ("Plans and Specifications") for such Alterations for the Port's approval. All such Alterations shall be completed at Licensee's sole cost and expense and at such times and subject to such reasonable conditions as the Port may from time to time designate. 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 actual costs in obtaining said permits. Any Alterations permitted by the Port shall be constructed and performed: (i) in a good and workmanlike manner; (ii) in compliance with all Legal Requirements and Port Standards; and (iii) in a manner which will not unreasonably interfere with or disturb other tenants of the Port. In addition, prior to commencement of any Alterations, Licensee shall furnish to the Port proof of insurance for any and all contractors working on behalf of Licensee in the minimum form and limits as set forth in Article 7, and each such contractor shall include the Port as an additional insured by endorsement to their commercial general liability policy, in the manner set forth in Article 7.A. Notwithstanding the foregoing, the Port's authority shall not be required for the removal and replacement of MMR Communication Equipment within the MMR Licensed Premises. Any Alteration by Licensee to the MMR Licensed Premises may be inspected by the Port at all reasonable times; and shall (excluding MMR Communication Equipment and Licensee's personal property within the MMR Licensed Premises) become, immediately upon completion, the property of the Port and shall remain upon and be surrendered with the MMR Licensed Premises at the expiration or termination of this Agreement, as herein provided.

C. As-Built Drawings. Within ninety (90) days of the completion of any Alteration, Licensee shall provide the Port with: (a) a certification that the Alteration has been constructed in accordance with the approved Plans and Specifications and in strict compliance with all Legal Requirements and the Port Standards; (b) certified proof in writing demonstrating that no liens exist on the Alteration; and (c) a reproducible final copy of the plans as-built for the Alteration along with computer discs as electronic files in a format compatible with the Port's CAD Standards Manual, to enable the Port to upgrade its existing files to reflect the as-constructed changes made

by Licensee. Damage from Misuse. Licensee shall not use the Port's Fiber Cable Infrastructure except as intended under this Agreement. If the Port's Fiber Cable Infrastructure damage is attributable to misuse or abuse by Licensee, Licensee shall pay the Port the actual cost for the repair or replacement of same within thirty (30) days of invoice thereof.

E. Use in Accordance with Law. Throughout the term of this Agreement, Licensee shall comply with, and shall be responsible for ensuring that its officers, employees, representatives, agents, servants, consultants, sub-consultants, contractors, subcontractors and suppliers comply with (1) all applicable Legal Requirements; (2) the requirements of any fire insurance rating organization and all insurance companies written policies covering the MMR Licensed Premises or any part or parts thereof; (3) all applicable rules and regulations pertaining to the Airport now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public including, without limitation, the Airport Rules and Regulations as in effect, and as from time to time updated, supplemented or amended (which are available for review on the Port's website (www.portseattle.org); and (4) all permits, licenses, franchises and other authorizations required for Licensee's use of the MMR Licensed Premises or any part thereof. Any fees for any inspection of the MMR Licensed Premises during the Term by any federal, state, county or municipal officer and the fees for any so-called "certificate of occupancy" shall be paid by Licensee.

F. Access to MMR Building and MMR Licensed Premises. Subject to compliance with this Agreement (including without limitation the Airport Rules and Regulations regarding security and access, and Article 28 hereof, TSA Airport Security) and all Legal Requirements, for purposes of accessing the MMR Building and MMR Licensed Premises, Licensee and its officers, employees, representatives, agents, servants, consultants, sub-consultants, contractors, subcontractors and suppliers shall have at all reasonable times (1) the non-exclusive right of ingress and egress to and from the MMR Building over and across all public rights-of-ways, as well as all Port-owned open or restricted roadways serving the Airport, and (2) the non-exclusive right of access to the MMR Licensed Premises including Licensee's licensed portion of the Port's Fiber Cable Infrastructure for purposes of installing, operating, repairing, replacing, inspecting, monitoring, maintaining, upgrading, and removing, the MMR Communication Equipment. The Port hereby retains the right of access, ingress and egress over, through and across the MMR Licensed Premises including Licensee's licensed portion of the Port's Fiber Cable Infrastructure at any time, for any reasonable purpose; provided that the Port shall not interfere unduly with Licensee's operations. This right shall impose no obligation on the Port to make inspections to ascertain the condition of the MMR Licensed Premises, and shall impose no liability upon the Port for failure to make inspections. The Port hereby reserves such continuous access and utilities easements within or upon the MMR Building and/or MMR 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 other properties. In no event, however, shall the Port be responsible for any reduced efficiency or loss of business occasioned thereby, except to the extent caused by the gross negligence or willful misconduct of the Port.

G. Interference Protection. Licensee shall not in connection with Licensee's use of the MMR Licensed Premises and Licensee's activities, operations, services, and uses under this Agreement, at any time interfere with, or cause any interference with: Airport operations, security,

communications, aviation or flight safety, with public safety or emergency communication, including other Airport facilities or Airport tenants, licensees and users, or any other Communication Services, utility, carrier or provider at the Airport. In the event of such interference, Licensee shall, at its sole cost and expense, use its best efforts to immediately and continuously avoid and eliminate such interference. If such interference is unavoidable, Licensee shall, immediately and continuously and at its sole cost and expense, mitigate the adverse effects of such interference to the greatest extent possible, and, if requested by the Port, shall, at Licensee's sole cost and expense, immediately shut down Licensee's system or portion of Licensee's system causing the interference (except for intermittent testing, with the Port's permission, as to the cause of and remedy for such interference) until such interference is remedied. The Port shall require future licensees providing Communication Services in the Airport to protect Licensee's facilities from interference to the same extent required by Licensee in this Article 9.G; provided, however, the Port shall not be liable to Licensee at law or in equity or otherwise for any matters or claims arising out of or related to any such third party interference, and this provision shall survive the expiration, nonrenewal or termination of this Agreement (in whole or in part).

H. Control of Common Areas by the Port. The Port shall at all times have the exclusive control and management of all areas, improvements, facilities and/or special services, if any, provided by the Port for the general non-exclusive use, in common, of tenants of any larger property of which the MMR Licensed Premises are a part, including parking areas, access roads, driveways, sidewalks, entrances, exits, loading docks, signs, landscaped areas, washrooms, stairways and hallways ("common areas and facilities"). Without creating a duty to do so or limiting the Port's right of control and management, the Port specifically reserves the right to: (i) establish, modify from time to time, and enforce reasonable rules and regulations governing the use of the common areas and facilities; (ii) police the common areas and facilities; (iii) change the area, level, location and arrangement of parking and other areas or facilities within common areas and facilities; (iv) provided Licensee is not deprived of reasonable access to its MMR Licensed Premises, close all or any portion of the common areas and facilities; and (v) do and perform such other acts in and to the common areas and facilities as, in the use of good business judgment, the Port shall determine to be advisable with a view to the improvement of the convenience and use thereof by the Port and tenants of any larger property of which the MMR Licensed Premises are a part.

I. Parking. Licensee shall have a non-exclusive license to use in common with others the parking spaces adjacent to the MMR.

J. Signage. Licensee shall not, erect, maintain, or display any exterior signs (including without limitation advertising any signs, billboards, or symbols, posters, or any similar devices) on the Airport, any building or structure at the Airport, or the MMR Licensed Premises. Within the MMR Licensed Premises, Licensee may mark the MMR Communication Equipment with identification information, including company logos; provided, however, that all such identification signs shall be consistent with any sign program rules and regulations now or hereafter established or to be established by the Port.

K. Relocation. The Port in its sole discretion may, if it becomes necessary for the orderly development or operation of the Airport, require the relocation of the Licensee's MMR Communication Equipment within the MMR Licensed Premises to other space selected by the

Port within the Airport, which is reasonably suitable for the purposes for which this License is entered, as such purposes are set forth herein. Should such relocation be necessary, Licensee agrees to move, including without limitation its MMR Communication Equipment and any other personal property and equipment, to the new location identified by the Port upon no fewer than ninety (90) calendar days' prior written notice or such longer period of time as is agreed upon by the Parties. The Port shall reimburse Licensee for the actual reasonable cost of such relocation of Licensee's MMR Communication Equipment. Prior to incurring any relocation expenses, Licensee shall propose a scope of work and schedule of values for the Port's approval, and the Port shall establish a not-to-exceed amount.

L. Fiber License. Subject to Licensee's compliance with this License, the Port grants to Licensee the right to communicate over the Port's Fiber Cable Infrastructure originating in the MMR in connection with, and for the sole purpose of, providing Communication Services to Tenants at the Airport (the "Fiber License"). The Fiber License conveys no rights to Licensee except the right to use the Port's Fiber Cable Infrastructure and is revocable during the Term only for material default by Licensee under this License.

M. Licensee Responsible for Safety and Property. Licensee's activities within, on or about either the MMR Licensed Premises, the MMR or surrounding Port premises, shall be at Licensee's sole risk. The Port shall not be responsible for the safety of Licensee, its employees, agents, or contractors, or for the condition or loss of any items of their personal property on or about the MMR Licensed Premises, the MMR Building, the property surrounding the MMR Building or the Airport generally except to the extent caused by the gross negligence or willful misconduct of the Port.

N. Compliance with Laws, Rules, and Regulations. In connection with Licensee's use of the Leased Premises, the MMR, and the Port's Fiber Cable Infrastructure, Licensee shall comply fully with all applicable governmental laws, rules, regulations, and codes, specifically including those related to the protection of the environment and promulgated by the Port for the general safety and convenience of its Customers and the public. Licensee shall likewise obtain any and all permits, licenses, and approvals that may be required in order to make lawful Licensee's activities in connection with the use of the Leased Premises and the Port's Fiber Cable Infrastructure.

O. Intentionally deleted.

P. Loss of Service. In the event of a loss of service due to damage to the Port's Fiber Cable Infrastructure (or any terminations and/or connections), the Port shall diligently work in good faith with Licensee to restore service to the Port's Fiber Cable Infrastructure as quickly as commercially practicable. Licensee shall provide commercially reasonable cooperation to the Port and its contractors in such efforts. The Port shall have no obligation to provide an alternative pathway (other than the pathway specifically licensed by Licensee under the terms of this Fiber License) in an effort to restore connectivity more quickly. Maintenance and/or repair of the Port's Fiber Cable Infrastructure shall be the responsibility of the Port provided that Licensee shall be responsible for any and all damage thereto to the extent caused by Licensee, its agents, employees or contractors.

ARTICLE 10: FAA NONDISCRIMINATION REQUIREMENTS.

9. Title IX of the Education Amendments of 1972, as amended, which prohibits Contractor from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 11: UTILITIES

A. HVAC. The Port will furnish to the MMR normal and reasonable quantities of conditioned air from the Port's heating, ventilating and air conditioning ("HVAC") system. Licensee shall pay the Port monthly for Licensee's proportionate share of HVAC usage as reasonably estimated by the Port. The Port shall not be liable to Licensee at law or in equity or otherwise for any damages or claims arising out of or related to the HVAC or the temperature of or related conditions within the MMR Building and the MMR Licensed Premises within the MMR Building, except to the extent caused by the Port's gross negligence or willful misconduct, and this provision shall survive the expiration, nonrenewal, or termination of this Agreement (in whole or in part).

B. Electricity. The Port will provide normal and reasonable quantities of electrical power to the MMR Building and the MMR Licensed Premises within the MMR Building considering the nature of the permitted use. The Port may, in its sole discretion, either: (i) require Licensee, at Licensee's sole cost and expense, to furnish, install and maintain an electric meter for the MMR Licensed Premises within the MMR Building at a location and of a type specified by the Port and to pay all costs for electricity used in association with said MMR Licensed Premises or (ii) where separate metering is not required, require Licensee to pay all costs for electricity used in association with said MMR Licensed Premises where such costs are calculated by the Port. In the event that the MMR Licensed Premises are part of a building or part of any larger premises to which any utility services are furnished on a consolidated or joint basis, Licensee agrees to pay to the Port the cost of any such services attributable to Licensee's occupancy. Licensee's share of any such services may be computed by the Port on any reasonable basis, and separate metering or other exact segregation of cost shall not be required. The Port shall provide documentation supporting the Port's computation of Licensee's share of such services upon request. The Port shall not be liable to Licensee at law or in equity or otherwise for any damages or claims arising out of or related to electricity for the MMR Licensed Premises, except to the extent caused by the Port's gross negligence or willful misconduct, and this provision shall survive the expiration, nonrenewal, or termination of this Agreement (in whole or in part).

C. Back-up Power

1. Port's Back-up Generator. Neither the MMR Licensed Premises within the MMR Building nor the Access Facilities have a direct connection to a generator system (emergency or standby). The Port may indirectly (but shall not be obligated to) provide a standby source of power connection for the MMR Licensed Premises within the MMR Building via the Port's Alternate Utility Facility ("AUF"). This standby source should not be relied on for local and segregated outage to the normal power for the MMR Licensed Premises within the MMR Building. A generator connection cabinet is provided at the MMR to mobilize a portable generator to

restore power to the building. The Port does not warrant the quality of the power supplied and Licensee will be responsible for any additional power conditioning equipment it requires for its efficient and continuous operations.

2. Licensee's Back-up Batteries. Licensee is responsible for installation and maintenance of an Uninterrupted Power Supply ("UPS") system for use by Licensee to minimize gaps and spikes in power supply in the event of the activation of the AUF or any other event that may interrupt the steady flow of power. Licensee at its sole cost and expense shall maintain and service the back-up batteries and conduct annual battery maintenance.

D. Utility Interruptions. The Port shall have the right to shut down electrical or other utility services to the MMR Licensed Premises or any portion thereof when necessitated by safety, repairs, alterations, connections, upgrades, relocations, reconnections, or for any other reason, with respect to any such utility system (singularly or collectively, "Utility Work"), regardless of whether the need for such Utility Work arises in respect to the MMR Licensed Premises, any other part of the building or Airport. The Port shall provide Licensee twenty-four (24) hours advance notice (except in the event of an emergency) of an electrical shut down. The Port shall not be liable to Licensee for any losses, including loss of income or business interruption, resulting from any interruptions or failure in the supply of any utility to the MMR Licensed Premises. Licensee's sole remedy in the event of utility interruption lasting twenty-four (24) hours or longer and caused by the Port's negligence or willful misconduct shall be abatement of rent during the period of interruption in the same proportion as the affected portion of the MMR Licensed Premises bears to the whole.

E. Trash, Recycling and Other Common Services. The Port may establish common use services at the Airport, including but not limited to trash and refuse removal, deliveries, and recycling. The Port reserves the right to establish charges for common use services based upon documented actual costs and to require the use of such common use services. Licensee is responsible for removal of trash from the MMR Building and MMR Licensed Premises.

F. Energy Conservation. 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.

ARTICLE 12: NO LIENS

Licensee will not directly or indirectly create or permit to be created and/or to remain, a Lien upon the MMR Building, the MMR Licensed Premises or any surrounding Port property, including any Alterations, fixtures, improvements or appurtenances thereto, except those Liens expressly permitted in writing by the Port. 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 brought on or for the enforcement of such Lien(s). As used in this Article 12, "Lien" shall mean and refer to any mortgage, lien, security interest, encumbrance,

charge on, pledge of, conditional sale or other encumbrance on the MMR Building, the MMR Licensed Premises or any surrounding Port property, any Alteration, fixture, improvement or appurtenance thereto, or any larger building and/or property of which the MMR Licensed Premises may be a part.

ARTICLE 13: TAXES AND LICENSES

A. Payment of Taxes.

Licensee shall be liable for, and shall pay throughout the Term of this Agreement, all license fees and all taxes payable for, or on account of, the activities conducted on the MMR Licensed Premises and all taxes on the property of Licensee on the MMR Licensed Premises and any taxes on the MMR 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 fees payable hereunder, whether imposed on Licensee or on the Port. With respect to any such taxes payable by the Port which are on or measured by the payments hereunder, Licensee shall pay to the Port with each 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.

B. Personal Property Taxes.

Licensee shall pay or cause to be paid, prior to delinquency, any and all taxes and assessments levied upon all trade fixtures, inventories and other real or personal property placed or installed in and upon the MMR Licensed Premises by Licensee. If any such taxes on Licensee's personal property or trade fixtures are levied against the Port or the Port's property, and if the Port pays the taxes based upon such increased assessment, Licensee shall, upon demand, repay to the Port the taxes so levied.

ARTICLE 14: DEFAULT

A. The occurrence of any one or more of the following events shall constitute a material default of this Agreement by Licensee with or without notice from the Port:

1. The vacating or abandonment of the MMR Licensed Premises by Licensee.
2. The failure by Licensee to make any payment of fees or any other payment required by this Agreement, as and when due.
3. The failure by Licensee to observe or perform any covenant, condition or agreement to be observed or performed by Licensee in this Agreement.
4. The discovery by the Port that any report, financial statement or background statement provided to the Port by Licensee, any successor, grantee or assign was materially false.

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 proceedings being commenced to foreclose any mortgage or any other lien on Licensee's interest in the MMR Licensed Premises or on any personal property kept or maintained on the MMR Licensed Premises by Licensee.
6. A default under any other lease and/or agreement under which Licensee uses or occupies any other premises at the Airport.

ARTICLE 15: REMEDIES

A. Whenever any default (other than a default under Article 7 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 thirty (30) days after written notice from the Port is received by Licensee (or for ten (10) days after Licensee's receipt of written notice in the case of default for failure to pay any license fees, or other required payment when due), this Agreement and all of Licensee's rights under it will automatically terminate if the written notice of default so provides. Upon termination, the Port may reenter the MMR Licensed Premises using such force as may be necessary and remove all persons and property from the MMR Licensed Premises. The Port will be entitled to recover from Licensee all unpaid license fees or other payments and actual damages incurred because of Licensee's default including, but not limited to necessary renovations or repairs, and attorney's fees and costs ("Termination Damages"), together with interest on all Termination Damages at an annual rate equal to eighteen percent (18%), or the maximum rate provided by law, whichever is less (the "Default Rate"), from the date such Termination Damages are incurred by the Port until paid, provided, however, the minimum charge of interest shall be five dollars (\$5.00).

B. Orderly Transition Provisions Applicable to Termination, Nonrenewal or Expiration of Agreement. Upon termination, nonrenewal, or expiration of this Agreement according to its terms, the Port and Licensee shall cooperate in an effort to ensure a smooth transition of Communication Services for the Port, and all other aeronautical and non-aeronautical commercial tenants and governmental agencies in the Airport, to which Licensee is then providing Communication Services at the Airport. Without limitation, Licensee and the Port may agree, or the Port may require by written notice to Licensee on or before the effective date of the expiration, termination or nonrenewal as applicable, that the effective date of the expiration, termination, or nonrenewal of the Agreement shall be stayed for a transition period, not to exceed one (1) year, to allow time for the parties to enter into a new contract replacing this Agreement or for the Port, Eligible Users, tenants and governmental agencies to transition and convert to subsequent or new contractor(s) of Communication Services at the Airport (the "Orderly Transition Period"). All applicable contract terms and conditions under this Agreement will apply during the Orderly Transition Period.

C. Partial Termination. In the event that Licensee's arrearage in the payment to Port under this Agreement or Licensee's default in the performance of any of the covenants and conditions under this Agreement affects some but not all of the MMR Licensed Premises, then the

Port may in its sole and absolute discretion specify that the Notice of Termination shall terminate the Agreement as to only the portion of the MMR Licensed Premises specified in the notice (a “Partial Termination”), and the Notice of Termination shall forthwith terminate the Agreement as to the portion of the MMR Licensed Premises specified in the notice. In the event of Partial Termination, as to the portion of the MMR Licensed Premises specified in the notice, the Port shall have all rights and remedies, and Licensee shall have all obligations, as if the Agreement had been terminated in full. If the Port does not specify that the Notice of Termination shall operate as a Partial Termination, then the Notice of Termination shall terminate the entire Agreement as to all MMR Licensed Premises.

D. 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. E. It is agreed that failure to declare this Agreement terminated by a Party hereto for any reasons set forth above shall not operate to bar or destroy the right of the non-defaulting Party to declare this Agreement terminated by reason of any subsequent violation of the terms of this Agreement.

ARTICLE 16: TERMINATION OTHER THAN FOR DEFAULT

A. Major Capital Improvement Relocation. In the event that the Port, at its sole discretion, shall require the use of all or a portion of the MMR Building and/or the MMR Licensed Premises for a major capital improvement for public or private use in connection with the operation of the business of the Port, then the Port may require the relocation of the MMR Communication Equipment within the MMR Licensed Premises to other space selected by the Port, which is reasonably suitable for the purposes for which this Agreement is entered, as such purposes are set forth herein. Should such relocation be necessary, Licensee agrees to move, including without limitation its MMR Communication Equipment and any other personal property and equipment, to the new location identified by the Port upon no fewer than ninety (90) calendar days’ prior written notice or such longer period of time as is agreed upon by the Parties. The Port shall reimburse Licensee for the actual reasonable cost of such relocation of Licensee’s MMR Communication Equipment.

B. Condemnation.

1. Total Taking. In the case of a taking by eminent domain of either all of the MMR Licensed Premises or such portion of either the MMR Licensed Premises or any buildings or structures of which the MMR Licensed Premises are a part as shall, in the Port’s sole judgment, be required for reasonable use of the MMR Licensed Premises, this Agreement shall terminate as of the date of such taking. If Licensee is not in default under any of the provisions of this Agreement on said date, 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.

2. Partial Taking. In the case of a taking of a portion of the MMR Licensed Premises or any buildings or structures of which the MMR Licensed Premises are a part as shall not, in the Port's sole judgment, be required for reasonable use of the MMR Licensed Premises, this Agreement shall continue in full force and effect, and the license fee shall, as of the date of such taking, be equitably reduced based on the proportion by which the MMR Licensed Premises (but not the buildings or structures of which the MMR Licensed Premises are a part) is reduced.
3. Damages. The Port reserves all right to the entire damage award or payment for taking by eminent domain, and Licensee waives all claim whatsoever against the Port and/or the authority exercising eminent domain for damages for termination of its leasehold or for interference with its business. The Port and Licensee further agree that all decisions regarding how the eminent domain proceeding should be handled shall be made in the sole discretion of the Port (specifically including any response to a motion for order adjudicating public use and necessity or any request for immediate possession), and Licensee shall take no actions or steps which interfere with the Port's ability to control the handling of the eminent domain proceeding. Notwithstanding the foregoing, nothing in this Article 16 shall be considered to be a waiver or assignment by Licensee of any right to relocation assistance payments or relocation advisory services which may be available in connection with the eminent domain proceeding.
4. Eminent Domain. The term "eminent domain" as used in this Article 16 shall including taking or damaging of property by, through or under any governmental or quasi-governmental authority and the purchase or acquisition in lieu thereof.

C. Court Decree. In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Port of any of its obligations under this Agreement, then either Party hereto may terminate this Agreement by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If Licensee is not in default under any of the provisions of this Agreement on the effective date of such 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. Licensee is not entitled to any compensation at termination for the bargain value of the MMR Licensed Premises or its associated rights under this Agreement.

ARTICLE 17: ASSIGNMENT

Absent the express written agreement of the Port, in the Port's sole and absolute discretion, Licensee shall not assign, transfer, convey, mortgage, pledge, hypothecate or encumber this Agreement or any interest therein, nor sublicense the whole or any portion of the MMR Licensed Premises, nor 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 MMR Licensed Premises, nor shall this Agreement or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise. Licensee's entering into any operating

agreement, license, sublicense or other agreement granting a third-party rights or privileges to utilize portions of the MMR Licensed Premises shall be an attempted assignment or sublicense within the meaning of this Article 17.

The prohibition against assigning or sublicensing contained in this Article 17 shall be construed to include a prohibition against any assignment or sublicensing by operation of law. Furthermore, for purposes of this Article 17, any sale, transfer or other disposition in the aggregate of fifty percent (50%) or more of the equity ownership in Licensee (i.e. stock with respect to corporation, partnership interests with respect to a partnership, etc.) shall be deemed an assignment. Absence the express written agreement of the Port, no assignment or sublicense shall affect the continuing primary 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.

Notwithstanding anything to the contrary set forth herein, Licensee shall have the right, with prior written notice to the Port, to assign this Agreement to any parent, affiliate or subsidiary corporation or to any corporation or other entity which purchases or acquires all or substantially all of the assets, stock or membership interests of Licensee whether by acquisition, merger, consolidation or otherwise or to any corporation or entity resulting from a merger or consolidation, or the formation of a joint venture or partnership, which affects all or a substantial portion of Licensee's operations provided that (i) such assignee has a positive net worth at least equal to the greater of that of Licensee on the date of this Agreement and the date of such assignment or subletting, and (ii) such assignee has the industry experience to perform Licensee's obligations under this Agreement.

ARTICLE 18: RIGHTS UPON EXPIRATION OR TERMINATION OF THE AGREEMENT

A. Upon the expiration or termination of this Agreement, except as set forth in the orderly transition provision in Article 15.B, Licensee's right to use the MMR Licensed Premises and any related access shall terminate. Upon expiration or termination of this Agreement, Licensee shall have no continuing rights hereunder, and any uncured defaults or any other obligations to the Port shall survive the expiration, nonrenewal, or termination of this Agreement (in whole or in part). Licensee agrees to return the MMR Licensed Premises to the Port in the same condition as received, except for normal wear and tear. Subject to the Port option to retain the Wiring pursuant to Article 18.C. below, the MMR Communication Equipment, and any personal property, including, without limitation, wiring, cables, conduit, risers equipment, boxes, terminals, and similar installations, and all equipment furnished or supplied by Licensee to inter-connect to the Port's Fiber Cable Infrastructure, shall remain the property of Licensee, and shall be removed by Licensee from the MMR Licensed Premises, at Licensee's sole cost and expense, within sixty (60) days of the expiration or termination of this Agreement. Prior to the expiration of such sixty (60) day period, Licensee may request the Port's approval to abandon or convey to the Port any property upon written agreement of the Parties; which request the Port may accept or reject in its sole discretion, in whole or in part, and the Port may condition any acceptance on such terms and conditions as the Port deems appropriate. Any and all equipment furnished or supplied by the Port under this Agreement shall remain the property of the Port.

B. If Licensee fails to so remove its MMR Communication Equipment and personal property within the sixty (60) day period set forth herein and the Port has not agreed to take ownership of such equipment, the Port shall be entitled to remove at Licensee's sole cost and expense all of the Licensee's MMR Communication Equipment and personal property from the MMR Licensed Premises, and the Port shall store such equipment and property at Licensee's sole cost and expense, including all actual removal, administrative and storage costs. After sixty (60) days from the date of removal, the Port may at Licensee's sole, actual cost dispose of such property and apply any proceeds to any amounts due to the Port by Licensee. Licensee's obligation to pay and reimburse the Port for all such actual, reasonable, and documented costs and expenses shall survive expiration, nonrenewal, or termination of this Agreement (in whole or in part).

C. Removal of Wires. Notwithstanding Licensee's obligation to remove the MMR Communication Equipment pursuant to Article 18.A. above, within ten (10) days following the expiration or earlier termination of this Agreement, the Port may elect by written notice to Licensee to either:

1. Retain, without necessity of payment, any or all wiring, cables, conduit, risers and similar installations installed by Licensee (for purposes of this Article 18, "Wiring") in the MMR Licensed Premises or any larger property (including buildings or structures) of which the MMR Licensed Premises are a part. In the event that the Port elects to retain the Wiring, Licensee covenants that: (i) it is the sole owner of the assets transferred or passing to the Port, (ii) it shall have the right to surrender the assets transferred or passing to the Port, (iii) the Wiring transferred or passing to the Port is free from all liens and encumbrances, (iv) the Wiring transferred or passing to the Port is in good condition, working order, in safe condition and comply with the requirements of this Agreement, and (v) that all wiring or cables included within the Wiring 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, or
2. Remove, or require Licensee to remove, all such Wiring to the Services Demarcation Point and restore the MMR Licensed Premises and any larger property of which the MMR Licensed Premises are a part to their condition existing prior to the installation of the Wiring, all at Licensee's sole cost and expense.

D. This Article 18 shall survive the expiration, nonrenewal, or termination of this Agreement (in whole or in part).

ARTICLE 19: INSPECTION OF MMR LICENSED PREMISES

The Port and its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right to enter the MMR Licensed Premises at any and all reasonable times throughout the Term of this Agreement for any reasonable purpose including the following; provided, that this right shall impose no obligation on the Port to make inspections to ascertain the condition of the MMR Licensed Premises, and shall impose no liability upon the Port for failure to make inspections:

A. To inspect such MMR Licensed Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Licensee has complied and is complying with the terms and conditions of this Agreement. To perform maintenance or make repairs and replacements in any case where Licensee is obligated but has failed to do so after the Port has given reasonable written notice. If the work prescribed in the notice is not completed by Licensee in a manner reasonably satisfactory to the Port, and Licensee fails to correct such work within the time specified by the Port in the mailed notice, the Port may, at the Port's sole option, and at Licensee's sole cost and expense, enter upon the MMR Licensed Premises and perform whatever work may, in the reasonable opinion of the Port, be required to correct the maintenance deficiencies. If the Port exercises this option, Licensee shall pay to the Port a sum equal to the actual, direct cost of labor and materials expended for said work, plus a surcharge equal to twenty percent (20%) of said direct cost, which is a reasonable estimate of the administrative burden associated with such work. To do any and all things which the Port deems necessary for the proper general conduct, security, and operation of the Airport provided that the Port agrees not to treat Licensee less favorably than other licensees of the Port similarly situated.

ARTICLE 20: EASEMENTS.

The Port hereby reserves such continuous access and utilities easements within or upon the MMR 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 in writing. Upon receipt of such written 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 MMR Licensed Premises or to relocate the MMR 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 Agreement 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 Agreement, except to the extent such expenses or damages are caused by the gross negligence or willful misconduct of the Port.

ARTICLE 21: FORCE MAJEURE

Any prevention, delay, or stoppage of performance of Licensee's or the Port's obligations hereunder, other than the payment of license fees or other amounts due hereunder, due to acts of God, governmental restrictions, governmental controls, governmental regulations, enemy or hostile government action, civil commotion, fire or other casualty, or any other causes beyond the reasonable control of either shall not be deemed to be a breach of this Agreement or a violation of or failure to perform any covenants hereof, and either shall have a reasonable time after cessation of any of such causes within which to render performance delayed thereby.

ARTICLE 22: INTERRUPTIONS IN SERVICE

The Port, its officers, employees and agents shall not be liable to Licensee for interruptions to Communication Services due to problems with or damages to the Port's Fiber Cable Infrastructure, or for any damages caused by users of the Airport or MMR, or caused by events beyond the Port's reasonable control, including without limitation acts of God, acts of any public enemy, criminal acts of third parties, floods, fire, electrical or equipment failure, broken pipes, servers overheating, strikes, statutory or other laws, regulations, rules or orders of the federal, state or local government or any agency thereof, except for property damage to MMR Communication Equipment caused by the gross negligence or willful misconduct of the Port or its employees acting within the scope of their employment, and subject to the Limitation of Liability and Indemnity in Article 6. This Article 22 is not in limitation of, but in furtherance of, the Limitation of Liability and Indemnity in Article 6.

ARTICLE 23: ENVIRONMENTAL STANDARDS

A. Definitions.

"Law or Regulation" as used in this Article shall mean any environmentally related local, state or federal law, regulation, ordinance or order (including insurance without limitation any final order of any court of competent jurisdiction), now or hereafter in effect. "Hazardous Substances" as used herein shall mean any substance or material defined or designated as a hazardous waste, toxic substance, or other pollutant or contaminant, by any Law or Regulation.

B. Hazardous Substances.

Licensee shall not allow the presence in or about the MMR Licensed Premises of any Hazardous Substance in any manner that could be a detriment to the MMR Licensed Premises or in violation of any Law or Regulation. Licensee shall not allow any Hazardous Substances to migrate off the MMR 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, or any Hazardous Substance on the MMR Licensed Premises.

C. Violation of Environmental Law or Regulation.

If Licensee, or the MMR Licensed Premises, is in violation of any Law or Regulation 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 MMR Licensed Premises, to act in place of Licensee (Licensee hereby appoints the Port as its agent for such purposes) and to take such action as the Port deems reasonably necessary to ensure compliance or to mitigate the violation. If the Port has a reasonable belief that Licensee is in violation of any Law or Regulation, or that Licensee's actions or inactions present a threat of violation or a threat of damage to the MMR Licensed Premises, the Port reserves

the right to enter onto the MMR Licensed Premises and take such corrective or mitigating action as the Port deems necessary. All actual, reasonable, and documented 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.

D. Inspection; Test Results.

The Port shall have access to the MMR Licensed Premises to conduct an annual environmental inspection. In addition, Licensee shall permit the Port access to the MMR 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 MMR 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 MMR Licensed Premises whenever the same becomes known to Licensee, and Licensee shall provide copies to the Port.

E. Removal of Hazardous Substances.

Prior to vacating the MMR Licensed Premises, in addition to all other requirements under this Agreement, Licensee shall remove any Hazardous Substances placed on the MMR Licensed Premises during the term of this Agreement or Licensee's possession of the MMR 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 deposit to Licensee upon termination or expiration of this Agreement.

F. 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, in or around the MMR Licensed Premises, including but not limited to, costs of clean-up or other remedial activities, fines or penalties assessed directly against the Port, and injuries to third persons or other properties.

G. Environmental Indemnity.

In addition to all other indemnities provided in this Agreement, Licensee agrees to defend, indemnify and hold the Port Parties 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), to the extent arising from the existence or discovery of any Hazardous Substance on, in or around the MMR Licensed Premises, or the migration of any Hazardous Substance from the MMR Licensed Premises to other properties or into the surrounding environment, whether (i) made, commenced or incurred during the term of this Agreement; or (ii) made, commenced or incurred after the expiration or termination of this Agreement if arising out of events occurring during the term of this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Port Parties.

ARTICLE 24: 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.

ARTICLE 25: FAA SUBORDINATION CLAUSE AND OTHER LEGAL REQUIREMENTS

A. FAA Subordination Clause.

To the extent required by law, including without limitation to the extent required for compliance with any existing or future agreements (including, without limitation, grant assurances) between the Port and the United States Government related to the Airport, and any applicable federal laws or regulations relative to the operation, security or maintenance of the Airport (“FAA Obligations”), this Agreement shall be subordinate to the provisions of any existing or future agreements between the Port and the United States Government related to the Airport, and any applicable federal laws or regulations relative to the operation, security or maintenance of the Airport, the execution of or compliance with which is, or will be required as a condition precedent to the granting of federal funds for the development, improvement, expansion, extension, or maintenance of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving federal funds. Licensee shall abide by the requirements of such agreements entered into between the Port and the United States Government and shall consent to amendments and modifications of this Agreement to the extent required by such agreements or if required as a condition of the Port’s entry into such agreements. As soon as is reasonably practicable after the Port becomes aware that an amendment or modification to this Agreement may be required pursuant to this paragraph, the Port shall notify Licensee.

B. Other Legal Requirements.

The Parties agree to abide by all applicable Legal Requirements applicable hereto, and the Parties shall cooperate to ensure that this Agreement complies with and is implemented in accordance with the Legal Requirements.

C. Change of Law.

The terms, condition, and rates of this Agreement were composed in order to effectuate the Legal Requirements and/or parameters in effect at the time the Agreement was produced. In the event that any of the terms, conditions, and/or rates herein, or any of the laws or regulations that were the basis or rationale for such terms, conditions, and/or rates in this Agreement are invalidated, modified or stayed by any state, federal regulatory, or legislative bodies or courts of competent jurisdiction, the Parties shall expend diligent efforts to arrive at a written amendment regarding the appropriate conforming modifications to the Agreement.

D. Conflicts.

Where a conflict arises related to the Port's or Licensee's obligations under the FAA Obligations or the FAA Subordination Clause, on the one hand, and this Agreement, and/or Licensee's state tariffs on the other, the Port's FAA Obligations and the FAA Subordination Clause shall take precedence.

ARTICLE 26: FAA AIRPORT PROTECTION CLAUSE

Licensee understands and agrees that Port reserves the right of flight for the passage of aircraft above the surface of the MMR Licensed Premises hereunder in accordance with FAA criteria, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereafter used for navigation of or flight in the air; and that the Port reserves the right to use said airspace for landing at, taking off from or operating aircraft on or over said Airport.

ARTICLE 27: HOLDING OVER

If Licensee, with the consent of the Port, holds over after the expiration or sooner termination of this Agreement, the resulting tenancy will, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, Licensee shall pay to the Port, at the Port's sole discretion, the same rates that were in effect immediately prior to the month-to-month tenancy times 150%. Licensee will continue to be bound by all of the additional provisions of this Agreement insofar as they may be pertinent. Any property of Licensee left at the MMR Licensed Premises without the consent of the Port after the expiration or sooner termination of this Agreement may be removed and disposed of by the Port at Licensee's sole expense and without liability for loss or damage thereto, or for any proceeds from the disposal thereof.

ARTICLE 28: AIRPORT SECURITY

Licensee acknowledges that security is of primary importance at the Airport, and that security requirements are likely to change during the term of this Agreement. Licensee, its employees, agents, and contractors shall at all times comply with all federal, state and local security laws, regulations, policies, requirements and directives whether written or verbal, including, without limitation, 49 CFR Part 1542 "Airport Security" or any amendment or successor thereto, and Licensee will work cooperatively with the Port in connection with the same. Licensee shall be solely responsible for complying with all security requirements. Licensee further agrees that it shall be responsible for the payment of any civil penalties assessed against the Port or Licensee relating to security issues caused by Licensee and shall be solely and fully responsible for any and all breaches of security caused by Licensee and its officers, employees, representatives, agents, servants, consultants, sub-consultants, contractors, subcontractors and suppliers and for the consequences thereof.

Licensee and its employees, agents, and contractors shall comply at all times with (a) all local, state and federal laws, rules and regulations relating to homeland security ("Security Laws"), (b) all Airport badging and security requirements ("Badging Requirements") and (c) any government-required security plan ("Security Plan") applying at the Airport. Licensee shall be

solely responsible for all of its costs of complying with any applicable Security Laws, Badging Requirements or Security Plan as well as any fines or penalties incurred (whether by Licensee or the Port) as result of its failure to comply with such Security Laws, Badging Requirements or Security Plan.

ARTICLE 29: NO THIRD-PARTY BENEFICIARIES

This Agreement does not create and shall not be deemed or construed to create any third-party beneficiary rights whatsoever, express or implied, in any person or entity not a party to this Agreement. Without limitation, this Agreement does not confer upon or grant and shall not be deemed or construed to confer upon or grant to any third party or parties any rights to claim damages or to bring any suit, action or other proceeding against either the Port or Licensee because of any alleged breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.

ARTICLE 30: PUBLIC RECORDS ACT

This Agreement, and all documents and records submitted by Licensee to the Port concerning this Agreement, are or may be subject to the disclosure, withholding, and exemption requirements of the Washington Public Records Act, RCW 42.56 et seq. In no event shall the Port be liable for any disclosure of documents and information it deems necessary to disclose under the law.

ARTICLE 31: GOVERNING LAW; VENUE

This Agreement shall be construed under the laws of Washington. Exclusive jurisdiction and venue for any action relating hereto shall be in the state or federal courts located in King County, Washington.

ARTICLE 32: HEADINGS

The Article headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

ARTICLE 33: NONWAIVER; RIGHT TO PERFORM

A. Non-Waiver.

The acceptance of any payment by the Port for any period or periods after a default by Licensee hereunder shall not be deemed a waiver of such default unless the Port shall so intend and shall so advise Licensee in writing. No waiver by the Port of any default hereunder by Licensee shall be construed to be or act as a waiver of any subsequent default by Licensee.

B. 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 actual and 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 34: TIME OF ESSENCE

Time is of the essence of each and every one of Licensee's obligations, responsibilities and covenants under this Agreement.

ARTICLE 35: RELATIONSHIP

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 Licensee and the Port shall be deemed to create any relationship other than that of licensee and licensor.

ARTICLE 36: NOTICES

All notices hereunder shall be in writing and shall be delivered by certified or registered mail, or by recognized overnight courier addressed as follows:

To Port:

Physical/Delivery address:
Port of Seattle/Seattle-Tacoma International Airport
Attention: Assistant Director, Aviation Business & Properties
17801 Pacific Highway South
Main Terminal Building, Mezzanine Level, Room A6012M
SeaTac, WA 98158

Mailing address:
Port of Seattle
Attention: Assistant Director, Aviation Business & Properties
P. O. Box 68727
SeaTac, WA 98168

For payments only, the following mailing address should be used:

Port of Seattle
P. O. Box 24507
Seattle, WA 98124-0507

To Licensee:

or to such other respective addresses as either Party hereto may hereafter from time to time designate in writing. Notices shall be deemed delivered (i) on the third day after mailing when sent by certified or registered mail and the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing; or (ii) on the first business day after deposit with a recognized overnight courier if deposited in time to permit overnight delivery by such courier as determined by its posted cutoff times for receipt of items for overnight delivery to the recipient.

Notices hereunder may also be delivered by electronic mail (email) with acknowledgment of receipt requested to the email address (a) in the case of the Port, of the Director of Aviation Business and Properties, the Assistant Director of Airline Affairs and Aviation Properties, or such other email address as hereinafter provided by the Port in writing, or (b) in the case of Licensee, to the email address or addresses hereinafter provided by the Licensee in writing. Notices by email shall be deemed delivered when dispatched by the sender to the email address specified by the recipient prior to 5:00 p.m. (local time at the Airport) on any business day, or, if after 5:00 p.m. (local time at Airport), on the next business day. Provided, however, if the sender of the email notice receives a machine-generated message that delivery failed, or if the sender does not receive an acknowledgement of receipt within twenty four (24) hours of sending the email notice, the email notice will nevertheless be deemed to have been received when originally dispatched, as provided above, if no more than five (5) business days after the date of dispatch the sender delivers a tangible copy of that notice via mail or overnight courier as set forth in this Article 36 above. Payments may be made in the manner provided for notice or may be delivered by regular mail (postage prepaid); provided, payments made by regular mail (postage prepaid) shall be deemed delivered when actually received by the Port.

ARTICLE 37: LIABILITY FOR FINES AND OTHER OBLIGATIONS

Licensee is liable for and shall pay when due, or otherwise contest or dispute, the amount of any and all fines, penalties and fees any lawfully empowered entity imposes on the Port or any of its departments, employees, officers or agents, or on Licensee or any of Licensee's officers, employees, agents, representatives, servants, consultants, sub-consultants, contractors, subcontractors, or suppliers to the extent caused by any act or failure to act by Licensee or Licensee's officers, employees, agents, representatives, servants, consultants, sub-consultants, contractors, subcontractors or suppliers. Such fines shall include, but not be limited to, any fine, fee or penalty imposed by the FAA or TSA in connection with a violation of any security requirement. Any such payment by Licensee shall not be reimbursable by the Port. Licensee may contest the imposition of any such fine, fee or penalty solely at Licensee's expense, and the cost thereof shall not be reimbursable by the Port. In the event Licensee's contests any matter, Licensee shall take all reasonable steps necessary to prevent the imposition of any fines or adverse consequences on the Port or any of the Port's departments, officers, employees or agents, including, without limitation, paying any sum under protest and contesting the matter after such time.

ARTICLE 38: ATTORNEYS' FEES.

In the event that either Party shall be required to bring any action to enforce any of the provisions of this Agreement, or shall be required to defend any action brought by the other Party with respect to this Agreement, and in the further event that one Party shall substantially prevail in such action, the losing Party shall, in addition to all other payments required therein, pay all of the prevailing Party's actual costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts.

ARTICLE 39: SURVIVAL OF INDEMNITIES.

All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement (in whole or in part). In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Licensee shall, at the Port's option, defend the Port at Licensee's expense by counsel satisfactory to the Port.

ARTICLE 40: ENTIRE AGREEMENT

A. This Agreement supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to lease, lease proposals, brochures, representations, and information conveyed, whether oral or in writing, between the Parties hereto or their respective representatives or any other person purporting to represent the Port or Licensee. Licensee acknowledges that it has not been induced to enter into this Agreement by any representations not set forth in this Agreement, it has not relied on any such representation or construction of this Agreement, and the Port shall have no liability for any consequences arising as a result of any such Representations. No alteration, amendment, change, or addition to this Agreement shall be binding upon the Port or Licensee unless in writing and signed by both Parties.

ARTICLE 41: AUTHORITY

Each individual executing this Agreement on behalf of the Port and Licensee represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of the Port or Licensee (as applicable). This Agreement may be executed in two or more counterparts, all of which shall constitute one and the same instrument.

ARTICLE 42: GENERAL

A. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of the Agreement shall remain in full force and effect.

B. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

C. If a dispute arises between the Parties regarding the terms of this Agreement and Licensee and the Port are unable to resolve such dispute, the Parties shall each appoint a senior level executive to meet in person and attempt to resolve any such disagreement over a thirty (30)

day period (“Resolution Period”). The Resolution Period shall begin ten (10) days after delivery of notice by either Party invoking this resolution procedure. If the dispute is not resolved by the end of such Resolution Period, either Party may thereafter proceed with legal action.

D. Any action for breach of this Agreement or any claim related to this Agreement or its subject matter must be commenced within one (1) year of accrual of such cause of action.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

PORT OF SEATTLE

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this ____ day of _____, 2026 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 _____)
COUNTY OF _____) ss

On this ____ day of _____, 2026 before me personally appeared _____, to me known to be the _____ of _____, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, 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 _____,
residing at _____

My Commission expires: _____

Exhibit 1.1
MMR Licensed Premises
(within MMR Building)

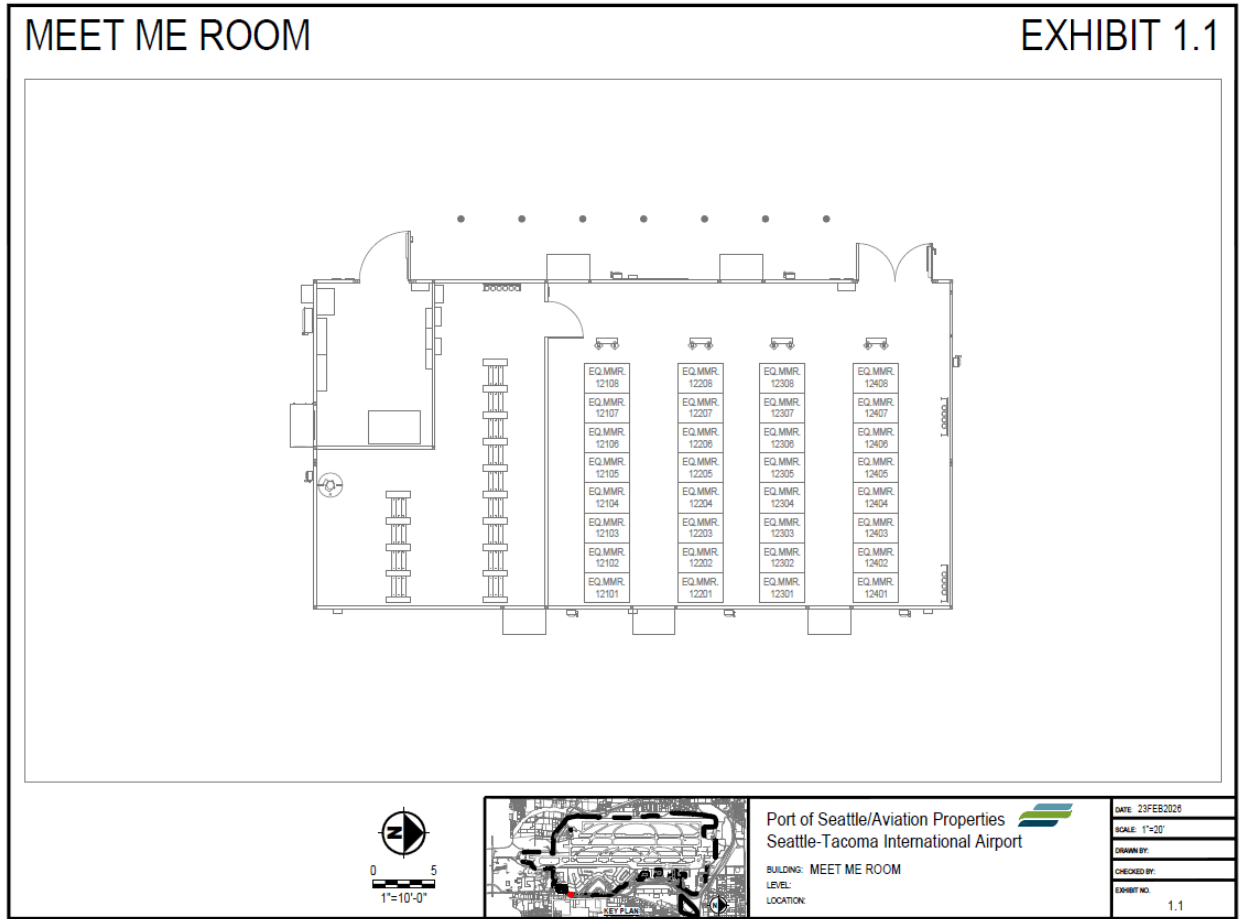


Exhibit 1.1 (continued)

Access Infrastructure

(Access Vault and Access Conduit)

Exhibit 1.1 (continued)

Designated Easement Area

Exhibit 1.1.1

Form of Access Easement

Exhibit 1.2

Port Standards List

Licensee understands that any or all of the Port Standards may in the future, change, be amended, supplemented or replaced. Licensee should confirm that they are working with the most current versions of the documents listed. The links to the documents below are provided as a courtesy and include, but are not limited to:

Tenant Construction and Design References - <https://www.portseattle.org/sea-tac/leasing-tenant-resources/tenant-construction-and-design-reference-documents>

Design Standards and Guidelines, CAD Standards, Communication System Standards, Electrical Standards - <https://www.portseattle.org/page/design-standards-and-guidelines>

Guide Specifications (Construction Contract Templates) - <https://www.portseattle.org/page/guide-specifications-construction-contract-templates>

Rules for Airport Construction - https://www.portseattle.org/sites/default/files/2025-04/RAC%2012_1_2024_FINAL.pdf

Schedule of Rules and Regulations No. 5 - <https://www.portseattle.org/sites/default/files/2025-03/Rules%20and%20Regs%20No.%205%20rev%20Eff%204-1-25.pdf>