

COUNTY OF SAN MATEO

PERMIT AGREEMENT

(No. 5322)

METROPCS CALIFORNIA, LLC.,
A DELAWARE LIMITED LIABILITY COMPANY

Half Moon Bay Airport
Half Moon Bay, California

PERMITTEE: METRO PCS

TABLE OF CONTENTS

1. PARTIES	1
2. PREMISES	1
3. IMPROVEMENTS AND INSTALLATIONS	1
4. USE	2
5. PRIMARY TERM	3
6. EXTENDED TERM.....	3
7. PERMIT FEE.....	4
8. TERMINATION	6
9. HAZARDOUS MATERIALS ACTIVITY	7
10. NATURE OF PERMIT	8
11. ACCESS	8
12. CLAIMS	8
13. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS	8
14. PERMITS.....	8
15. MAINTENANCE.....	8
16. UTILITIES.....	9
17. ALTERATIONS OR ADDITIONS	9
18. REMOVAL OF IMPROVEMENTS UPON EXPIRATION OR TERMINATION..	9
19. FIXTURES.....	10
20. EQUIPMENT CONFLICT.....	10
21. LIABILITY - VANDALISM	14
22. INDEMNIFICATION AND INSURANCE	14
23. ENTRY BY PERMITTOR/PERMITTEE.....	16
24. HOLDING OVER	17
25. AUTHORIZED REPRESENTATIVE OF THE COUNTY OF SAN MATEO	17
26. NOTICE	18
27. ASSIGNMENT BY PERMITTEE	18
28. CONSENT	19
29. ENTIRE AGREEMENT AND BINDING EFFECT.....	19
30. PROCESSING FEE	19
31. RESERVATIONS.....	19
32. LIENS.....	19
33. SAN MATEO COUNTY NO SMOKING ORDINANCE	20
34. NON-DISCRIMINATION	20
35. GENERAL PROVISIONS	21

EXHIBIT A - PROPERTY MAP

EXHIBIT B - STANDARD PROVISIONS

EXHIBIT C - SPECIAL REQUIREMENTS/CONDITIONS

EXHIBIT D - SITE PLAN/CONSTRUCTION DRAWINGS

EXHIBIT E – AIRPORT CONSTRUCTION REQUIREMENTS

PERMIT AGREEMENT
No. 5322

HALF MOON BAY AIRPORT
9850 CABRILLO HIGHWAY NORTH, HALF MOON BAY

1. PARTIES. This Permit Agreement ("Permit"), dated for reference purposes only this 1st day of November 2007, is made by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Permitter"), and METROPCS CALIFORNIA, LLC, a Delaware limited liability company, d/b/a METROPCS ("Permittee"). Permitter and Permittee agree as follows:

2. PREMISES. Permitter is the owner of that certain parcel of real property commonly known as the Half Moon Bay Airport, 9850 Cabrillo Highway North, Half Moon Bay, California (the "Airport"), and more particularly described in Exhibit A (Property Map). The Airport, land upon which the Airport is located and all other improvements on and appurtenances to such land are referred to collectively as the "Property."

The Premises consist of a portion of the Property including (i) approximately one hundred fifty square feet of ground space for the installation of outdoor communications equipment, (ii) space on the approximate 60 foot level of Permitter's existing antenna tower ("Tower") located adjacent to the Premises, for the installation and operation of the equipment described in Exhibit D (Site Plan/Construction Drawings), and (iii) the non-exclusive right of access over and through such portions of the Airport as are necessary for Permittee's Use of the Premises, and more particularly shown in Exhibit A. In connection with its use of the Premises, and for the Term of this Permit, Permitter grants Permittee a non-exclusive and non-possessory license for the placement and use of wiring and conduit, as shown in Exhibit D. It is the intent of the Parties that the License hereby granted shall be co-terminus with the Permit.

3. IMPROVEMENTS AND INSTALLATIONS. Permittee shall have the right to make improvements to the Premises in accordance with the plans attached as Exhibit D, which are hereby approved for construction by Permitter. Said approval shall not be construed as, and is subject to, issuance of a Use Permit and a Building Permit as required and issued by the Planning and Building Divisions of San Mateo County. Upon issuance of a Building Permit, Permittee will concurrently provide to the Airport Manager a copy of the building permit approval. Permittee shall obtain the prior written consent of Permitter, which consent shall not be unreasonably withheld, conditioned or delayed, for any modifications to the Premises not shown in Exhibit D. Permittee shall obtain all necessary governmental approvals and permits prior to commencing any improvements or modifications, and shall provide Permitter with ten (10) days written notice prior to the start of construction. All contractors and subcontractors of Permittee for work performed at the Premises shall be duly licensed by the State of California, and all work shall be performed in a good, safe and workmanlike manner.

Prior to the installation of equipment, Permittee must obtain any and all licenses required in order to operate the site for the intended use. Copies of said license(s) shall be provided by Permittee to Permittor upon receipt by Permittee.

4. USE. Permittor may use and occupy the Premises for the installation, construction, removal, replacement, maintenance, and operation of a wireless communication site utilizing the equipment listed in this Section and as shown on the attached Exhibit D, and for no other equipment or purposes without the prior written consent of Permittor, which consent shall not be unreasonably withheld, conditioned or delayed.

Equipment shall consist of antennas, radio transmitting and receiving equipment, conduits, wires, batteries, back-up generators, utility lines and facilities, supporting structures, storage facilities and related equipment, together with cabling between the equipment and exterior antennas ("Equipment").

Permittee acknowledges that, subject to the limitations set forth in Section 20 (Equipment Conflict) but otherwise without effecting the rights and obligations of the Parties hereunder, Permittor may, in its sole discretion, grant to other operators the right to install and use similar facilities in the Airport.

Permittee shall not do or permit anything to be done in or about the Premises, nor bring or keep anything therein, which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or the Airport, or cause cancellation of any insurance policy covering the Premises or the Airport. Permittee shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Permittee cause, maintain or permit any nuisance in, on or about the Premises or the Airport. Permittee shall not commit or suffer to be committed any waste in or upon the Premises or the Airport.

PERMITTEE ACKNOWLEDGES AND AGREES THAT THE PREMISES ARE ACCEPTED IN THEIR "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES GOVERNING THEIR USE, OCCUPANCY AND POSSESSION. PERMITTEE REPRESENTS AND WARRANTS TO PERMITTOR THAT PERMITTEE HAS INVESTIGATED AND INSPECTED, EITHER INDEPENDENTLY OR THROUGH AGENTS OF PERMITTEE'S OWN CHOOSING, THE CONDITION OF THE PREMISES AND THE SUITABILITY OF THE PREMISES FOR PERMITTEE'S INTENDED USE. PERMITTEE HAS DETERMINED, BASED SOLELY ON ITS OWN INVESTIGATION, THAT THE PREMISES ARE SUITABLE FOR PERMITTEE'S BUSINESS AND INTENDED USE. PERMITTEE ACKNOWLEDGES AND AGREES THAT NEITHER PERMITTOR NOR ANY OF ITS AGENTS HAVE MADE, AND PERMITTOR HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE RENTABLE AREA OF THE PREMISES, THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES OR THE PROPERTY, THE PRESENT OR FUTURE SUITABILITY OF THE PREMISES FOR PERMITTEE'S BUSINESS, OR ANY OTHER MATTER WHATSOEVER RELATING TO THE

PREMISES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. PRIMARY TERM. Unless sooner terminated pursuant to the provisions hereof, the Primary Term of this Permit shall be for five (5) years commencing upon delivery to the Parties of a duly authorized and signed Permit (the "Effective Date"). Payment of the Base Permit Fee due hereunder shall commence on the date that is the earliest of: (a) the date the building permit is available for issuance to Permittee, (b) the date Permittee takes possession of the Premises as evidenced by the storing of material or equipment in, on or about the Premises, or commencement of construction on or improvement to the Premises by Permittee or its agent, or (c) six (6) months following the Effective Date (the "Fee Commencement Date"). In the event the Effective Date falls on a day other than the first day of a calendar month, said partial month, together with the first twelve (12) full calendar months, shall be deemed to be the first year of the Primary Term and each successive twelve (12) full calendar months shall be the successive year of the Term.

6. EXTENDED TERM. Subject to the limitations set forth in this section, Permittee shall have the option to renew this Permit for one additional five (5) year term beyond the primary term. Said renewal shall be under the same terms, covenants and conditions as the initial agreement, except for adjustment of the Permit Fee as specified in Section 7D (Extended Term Fee Adjustment) of this permit agreement.

Notwithstanding anything to the contrary contained in this Permit, Permittee's right to extend the Primary Term by exercise of the foregoing option shall be conditioned upon the following:

- A. **NOTICE:** Permittee shall give Permitter written notice of its election to exercise its option not later than one hundred eighty (180) days prior to the expiration of the Primary Term or the first Extended Term.
- B. **ASSIGNMENT:** Except for the permitted assignment pursuant to Section 29 (Assignment by Permittee), if all or a portion of the Premises under this Permit has been assigned, this option shall be deemed null and void and neither Permittee nor any assignee shall have the right to exercise such option during the term of such assignment.
- C. **CONTINUOUS OPERATION:** Permittee must have been in continuous operation in accordance with Section 4 (Use) except for reasonable periods of downtime and to the extent within Permittee's reasonable control during the Primary Term in effect at the time Permittee exercises its option.
- D. **PERMITTOR'S RIGHT TO TERMINATE OPTION:** In the event Permitter receives written notice from Permittee of Permittee's intent to exercise its Option to Extend, and Permitter determines, in its sole and absolute judgment, that the Premises or the Airport have a more appropriate use including, but not limited to, any County or public use, the Permittee (or its authorized agent as set forth in Section 27), shall have the right to refuse to grant Permittee's option to extend

by giving Permittee written notice within thirty (30) days of receipt of Permittee's notice exercising its Option to Extend, and this Permit shall terminate at the expiration of the term then in effect.

7. PERMIT FEE.

A. **BASE PERMIT FEE.** Subject to the adjustments hereinafter set forth, Permittee agrees to pay Permittor, as Base Permit Fee for the Premises, the annual sum of Twenty Eight Thousand Eight Hundred DOLLARS (\$28,800) payable in equal monthly installments of Two Thousand Four Hundred AND NO/100 DOLLARS (\$2,400) in advance on or before the first day of each and every calendar month ("Base Permit Fee"). Within ten (10) days after the parties execute this Permit, Permittee shall pay to Permittor the Base Permit Fee for the first full month. All payments shall be delivered to Permittor at the following address, or such other address as Permittor shall designate in writing to Permittee:

Department of Public Works
Accounts Receivable (Ref. No. 5322)
555 County Center, 5th Floor
Redwood City, CA 94063

B. **PRORATED PERMIT FEE.** The Base Permit Fee and all other fees and charges for any period during the term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of that calendar month.

C. **BASE PERMIT FEE ADJUSTMENT.** Beginning on July 1, 2008, and on the 1st day of July of each year of the term of this Agreement, including any extended term or holdover period as set forth herein, the Base Permit Fee as set forth in Section 7 (Permit Fee) for the following twelve month period shall be adjusted to equal three percent (3%) of the Base Permit Fee for the year preceding such Adjustment Date, as follows:

Initial Term	Monthly Base Permit Fee
August 14, 2007 – June 30, 2008	\$2,400.00
July 1, 2008 – June 30, 2009	\$2,472.00
July 1, 2009 – June 30, 2010	\$2,546.16
July 1, 2010 – June 30, 2011	\$2,622.54
July 1, 2011 – June 30, 2012	\$2,701.22

D. **EXTENDED TERM FEE ADJUSTMENT.** During the first year of the extended term, if exercised, the Base Permit Fee shall be adjusted as set forth in 7C (Base Permit Fee Adjustment) above or, at the election of Permittor delivered to Permittee in writing within thirty days of receipt of Permittee's notice, shall be adjusted to then current fair market permit fees for like space. Current fair market permit fees shall be established in accordance with the County's radio

site equipment rates or any replacement schedule formulated by the County of San Mateo, provided, however, in no event shall the Base Permit Fee be reduced below the Base Permit Fee for the permit year prior to commencement of such Extended Term. The Permit Fee for the initial year of each Renewal Term shall be determined and agreed to by both parties at least sixty (60) days prior to the commencement date of the applicable Renewal Term. If an agreement on fair market permit fees cannot be reached by the parties within sixty (60) days prior to the commencement date of the applicable Renewal Term, the Base Permit Fee for the Renewal Term shall be the rate proposed by the Permittor provided, however, that Permittee may, at any time during the subsequent twelve months, terminate this Permit by giving Permittor thirty (30) days written notice. If Permittor does not, within such twelve-month period, deliver to Permittor written notice of termination, this Permit shall continue in full force and effect for the entire Extended Term. All other terms and conditions hereof shall apply.

- E. LATE CHARGES. Permittee hereby acknowledges that late payment by Permittee to Permittor of the Permit Fee or other sums due under the provisions of this Permit will cause Permittor to incur costs not contemplated by this Permit, the exact amount of which would be extremely difficult to ascertain. Such costs include, but are not limited to, administrative processing of delinquent notices and accounting charges. Accordingly, if any installment of the Permit Fee or of any sum due from Permittee is not received by Permittor or postmarked within five (5) days after said amount is due, then Permittee shall pay to Permittor a late charge equal to five percent (5%) of the permit fee in effect at that time or Fifty Dollars (\$50.00), whichever is greater. A late charge shall be applied each month that the permit fee or any sum due is delinquent. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Permittor will incur by reason of the late payment by Permittee. Acceptance of late charges by Permittor shall in no event constitute a waiver of Permittee's default with respect to such overdue amount, nor prevent Permittor from exercising any of the other rights and remedies granted under the provisions of this Permit.

Any Fee, if not paid within five (5) days following the due date, shall bear interest from the due date until paid at the rate of ten percent (10%) per year or, if a higher rate is legally permissible, at the highest rate an individual is permitted to charge under law (the "Interest Rate"). However, interest shall not be payable on late charges incurred by Permittee nor on any amounts on which late charges are paid by Permittee to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Permittee.

8. TERMINATION.

- A. BY PERMITTEE: Permittee shall have the right to terminate this Permit at any time upon thirty (30) days prior written notice to Permitter for any of the following reasons:
1. If the approval of any agency, board, court or other governmental authority necessary for the construction and/or operation of Permittee's communications facility cannot be obtained, or is revoked, or if Permittee determines the cost of obtaining such approval is commercially infeasible, or
 2. If Permittee determines that the Premises is not appropriate for locating Permittee's communication facility for environmental and/or technological reasons including, but not limited to, signal interference.
- B. BY PERMITTOR: Permitter shall have the right to terminate this Permit at any time upon thirty (30) days prior written notice to Permittee only for any of the following reasons:
1. If Permittee's communication equipment causes interference with Permitter's communication equipment located on the Property and Permittee's communication equipment cannot be corrected, or
 2. If Permitter determines that the Property or any portion thereof, including the Premises, has a more appropriate use including, but not limited to, any County or public use, or sale; or
 3. If Permitter remains in default under Section 22 (Default; Remedies) of this Permit after the applicable cure periods.

If Permitter terminates this Permit under the provisions of the above Section 8(B)(2), Permitter shall use commercially reasonable efforts in assisting Permittee in identifying a "Replacement Location" on the Airport.

- i) In the event an adequate Replacement Location can be identified, Permitter and Permittee shall execute an amendment to this Permit modifying the description of the Premises and development and use conditions as necessary and appropriate, and this Permit shall remain in full force and effect. Permittee shall pay all relocation costs incidental to such substitution of the Premises.
 - ii) In the event that that an adequate Replacement Location cannot be located, Permittee shall have the right to terminate this Permit upon at least ninety (90) days advance written notice to Permitter, and this Permit will terminate on the same terms and conditions as if it had expired at the end of the Term.
- C. NOTICE. Upon termination as provided for under the terms of Section 8A (Termination by Permittee), or Section 8B (Termination By Permitter), neither party will owe the other party any further obligation under the terms of this Permit, except as may otherwise specifically provided herein and except for Permittee's responsibility to remove all of Permittee's communications

equipment from the Premises and restore the Premises to its original condition, as near as practicable, save and except normal wear and tear and acts beyond Permittee's control.

In the event of any damage to, destruction of or condemnation of all or any part of the Premises which renders the Premises unusable or inoperable, either party shall have the right, but not the obligation, to terminate this Permit and all of its duties and obligations hereunder by giving written notice to the other party within thirty (30) days after such damage, destruction or condemnation unless said damage was caused by the negligence or willful misconduct of the party issuing such notice. Permittee acknowledges that it has no property interest in the Premises and that Permitter alone shall be entitled to any condemnation proceeds paid as a result of any condemnation of the Premises, except for any relocation payments owing to Permittee under California law. Upon the expiration or termination of this Permit for any reason, Permittee shall remove its equipment and all personal property in accordance with Section 18 (Removal of Improvements) hereof.

9. HAZARDOUS MATERIALS ACTIVITY. Permittee shall not store, handle or generate hazardous materials/waste/underground tanks on the Premises except for fuel, batteries, and solvents used in connection with an emergency generator and only in the event of disruption of electrical service to the Premises. In the event that Permittee does store, handle, or generate hazardous materials on the Premises, Permittee shall be deemed to be in breach of this Permit and shall be subject to such remedies as are available to Permitter under law, and as provided herein. Additionally, Permittee shall be liable for the payment of all costs of investigation and remediation of hazardous materials on the Premises that may be required in the event that Permittee does store, handle, or generate hazardous materials on the Premises, and shall relieve, indemnify, protect, and save harmless Permitter against any and all claims and liabilities, of any kind or nature whatsoever, arising out of the presence of any such hazardous materials introduced to the Premises by Permittee.

Hazardous material means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the work place or the environment. Hazardous materials include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the work place or the environment. Examples of such hazardous materials are, but are not limited to: waste oil, solvents, gasoline and compressed gases.

Permitter represents and warrants to Permittee that there is no pending claim, lawsuits, proceeding or other legal, quasi-legal or administrative challenge concerning the Property or Premises, the operation thereof, or any condition existing thereon which relates to the presence of any Hazardous Materials in, under or around the Property.

Permitter further represents and warrants, to the best of Permitter's knowledge, that there are no Hazardous Materials present in, on, under or around the Property and/or Premises in violation of any Applicable Law.

10.NATURE OF PERMIT. This Permit does NOT constitute the grant of a lease, deed, easement, or conveyance or transfer of any property interest.

11.ACCESS. Permittee acknowledges that the Airport is an operating General Aviation Airport which is open to the public. Permitter acknowledges that Permittee's equipment will operate on a twenty-four (24) hour a day, seven (7) day per week basis, and reasonable full time access is required.

Permitter shall determine the allowable access route to the Premises, which shall be subject to modification by Permitter from time to time.

Subject to the provisions of Section 3 (Improvements and Installations) hereof, and subject to the allowable access route as determined by Permitter, Permittee may enter the Premises at any time without prior notice being given to Permitter for the installation, construction, maintenance, operation, modification or addition of Permittee's existing communications facilities.

12.CLAIMS. Permittee shall at all times indemnify and save Permitter harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees.

13.DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS. In the event of damage to or destruction of the Premises or any portion thereof by reason of the negligence or willful misconduct of Permittee, its agents, officers, employees or invitees, Permittee shall, within thirty (30) days, commence and diligently pursue to complete the repair, replacement, or reconstruction of improvements necessary to permit full use and occupancy of the Premises at Permittee's sole cost.

14.PERMITS. Permitter acknowledges that Permittee will contact the appropriate governmental agencies for the purpose of obtaining all permits and approvals necessary for the construction, operation, and maintenance of Permittee's communication facility. Permitter agrees to fully cooperate with Permittee in obtaining the necessary permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates, or other documents that may be required in connection with the permits.

15.MAINTENANCE. Permittee expressly agrees to maintain the Premises and Equipment at Permittee's sole expense, in a safe, clean, wholesome, and sanitary condition, to the reasonable satisfaction of Permitter and in compliance with all laws, rules, and regulations applicable to Permittee's specific use thereof. Permittee shall,

at Permittee's sole cost and expense, maintain the warning light on the top of the Tower according to the requirements set forth by the FAA.

Permittee shall not allow any offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard, nor any material detrimental to the public health to accumulate or remain on the Premises. It is expressly understood that Permitter shall have no responsibility whatsoever to make any improvements or repairs or perform any maintenance to Permittee's Premises.

16. UTILITIES. Permittee expressly agrees that Permittee shall be responsible for obtaining and providing any and all electrical and electronic communication services to the Premises required for Permittee's use, including, but not limited to, the cost to install, connect, maintain and operate said facilities. Permitter will cooperate with Permittee in Permittee's efforts to obtain utilities from any location provided by Permitter or the servicing utility, including signing any permit or other instrument reasonably required by the utility company. Said responsibility for all costs associated with utilities shall include the installation of a separate electrical meter, if applicable. Provided adequate capacity is available from Permitter's existing service, upon Permittee's written request, Permitter shall allow Permittee to install sub-metering equipment on existing Permitter's utility services. Permittee agrees to install, at Permittee's cost, the required equipment, meters and connections and to make any other necessary modifications and will reimburse Permitter monthly for Permittee's use of utilities at a rate equal to Permitter's unit cost for the utilities. The specifications of such equipment shall be submitted to Permitter for written approval prior to installation, which approval shall not be unreasonably withheld.

17. ALTERATIONS OR ADDITIONS. Permittee shall not make, construct, install or suffer to be made any alterations, additions (including antennas, wires, supports, poles or towers) or improvements to or on the Airport, the Premises, or any part thereof, without the written consent of Permitter first had and obtained, except that Permittee may exchange or replace the communication equipment located on the Premises which has been previously approved by Permitter with similar equipment of substantially the same (or smaller) size and weight. In the event Permitter consents to the making of any alterations, additions or improvements to the Premises and/or the Airport by Permittee, the same shall be made by Permittee at Permittee's sole expense.

18. REMOVAL OF IMPROVEMENTS UPON EXPIRATION OR TERMINATION. Upon the expiration, or termination of this Permit for any reason, including but not limited to bankruptcy, Permittee shall immediately (and in no event later than seven (7) days after termination) remove from the Premises the Equipment and any other property placed on the Premises by Permittee or any of Permittee's Agents. Such removal shall be performed in such a manner as to not interfere with the continuing use of the Premises by Permitter and others. Permittee shall, at Permittee's sole expense, repair any damage to the Premises, or any facilities or equipment on the Premises, caused by such removal. Upon any failure of Permittee to remove the Equipment and

any other possessions of Permittee pursuant to this Section, Permitter shall have the option, but not the obligation, to remove the Equipment from the Premises and store the Equipment, all at Permittee's expense, upon thirty (30) days advance written notice to Permittee. Any damages to the Equipment occasioned by such removal and storage are expressly waived by Permittee. Any Equipment so removed will be returned to Permittee upon payment in full of all removal and storage costs and any past due Permit Fees, plus an administrative charge equal to ten percent (10%) of the total of said removal, storage, and past due Permit Fee costs. Notwithstanding the foregoing, any Equipment not retrieved by Permittee within sixty (60) days after removal from the Premises by Permitter shall be deemed abandoned by Permittee and shall become the property of Permitter without further action by either party. Such abandonment shall not relieve Permittee of liability for the costs of removal and storage of the Equipment.

19. FIXTURES. Permitter covenants and agrees that no part of the improvements constructed, erected, or placed by Permittee on the Premises and/or Airport or other real property owned by Permitter shall be or become, or be considered as being, affixed to, or a part of Permitter's real property, and any and all provisions and principles of law to the contrary withstanding, it being the specific intention of Permitter to covenant and agree that all improvements of every kind and nature constructed, erected, or placed by Permittee on the Premises or other real property owned by Permitter, shall be and remain the property of the Permittee except as provided in Section 18 (Removal of Improvements) of this Permit. Permittee has the right to remove all Permittee's Equipment at its sole expense on or before the expiration or termination of this Permit. Permitter acknowledges that Permittee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Permittee's Equipment (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith Permitter (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Permittee's Equipment; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any permit fee due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

20. EQUIPMENT CONFLICT. Permittee agrees to use equipment of a type and frequency which will not cause interference with communications equipment currently under the operation and control of Permitter or any other communications provider under an existing Permit with Permitter as of the Effective Date hereof. If the Permitter's communication equipment involves public safety communications and if the Permittee's equipment causes any interference to public safety communications, the Permittee's equipment will be immediately taken out of service without exception by Permittee. If Permittee's equipment interferes with the Permitter's public safety communications, the determination to take out of service the Permittee's equipment shall be at the Permitter's sole discretion, except as provided above:

- A. Permittee will not cause radio frequency and/or electrical interference to the existing equipment of Permitter or to any other occupant, Permittee, or any other user ("Existing User") of the Property whose equipment was located at the Property upon the earlier of: (i) the Effective Date; or (ii) the date Permittee installs its Communications Equipment, provided that the equipment used by any Existing User or Permitter is operating within the technical parameters specified by its manufacturers and as defined by the FCC. Upon written notice from Permitter to Permittee of such interference, Permittee will take all reasonable steps to correct such interference in a timely manner. If such interference cannot be corrected within five (5) business days from receipt of Permitter's Notice, Permittee will cease using its Communications Equipment, except for testing, until such time as Permittee corrects the interference to Permitter's satisfaction. In the event Permittee cannot correct the interference, Permittee will have the option to terminate this Permit without further liability hereunder, upon (30) days written Notice to Permitter and Permittee shall remove its equipment in a timely manner and at Permittee's sole cost and expense.
- B. After the date of this Permit, Permitter will not grant a permit to any other party for use of the Property or modify any existing agreement for use of the Property, or change its use of the Property or permit an existing occupant, tenant, permittee or other user of the Property to make any changes to its use of the Property, if such use would in any way materially adversely affect or interfere with the operation of Permittee's communication equipment. If another occupant, tenant, permittee or other user of the Property causes uncorrected radio frequency and/or electrical interference with Permittee's communication equipment, Permitter will require the party causing such interference to either correct such interference or stop using the equipment that is causing the interference. If the interference cannot be corrected within five (5) business days from receipt of Permittee's Notice, Permitter will cause the party creating the interference to cease using its equipment, except for testing, until the interference has been corrected. If the interference cannot be corrected within five (5) business days from receipt of Permittee's Notice, Permitter will cause the party creating the interference to cease using its equipment, except for testing, until the interference has been corrected. If after thirty (30) days such interference has not been completely corrected to Permittee's reasonable satisfaction, Permittee will have the option to terminate this Permit without further liability hereunder.
- C. Permittee shall not, subsequent to its initial installation of equipment, make any modification to its equipment or the use thereof during the Term that will cause radio frequency and/or electrical interference to the equipment of Permitter then in operation, nor to that of any other occupant, tenant, permittee or other user of the Airport. Any such user in operation at the time of such modification or change in use shall be considered an Existing User as set forth in Section 20A above, and the provisions of that Section shall apply.

21. TAXES.

- A. REAL PROPERTY TAXES. Permitter shall pay all real property taxes, if any, levied against the Premises. Permittee shall pay its share of any general and special assessments, if any, to the extent assessed against the Premises as a result of Permittee's improvements thereto or use thereof during the term of this Permit.
- B. PERSONAL PROPERTY TAXES. Permittee shall pay, or cause to be paid, before delinquency, any and all taxes and assessments levied against Permittee's personal property in the Premises.
- C. POSSESSORY INTEREST TAX. Permittee recognizes and understands in executing this Permit that its interest in the Premises created herein may be subject to a "Possessory Interest Tax" that the County Assessor may impose on such interest, and any such tax would be the liability of and be paid solely by Permittee. Permittee agrees to pay promptly when due, any Possessory Interest Tax imposed on its interest in the Premises and/or Airport.

22. DEFAULT; REMEDIES

- A. EVENTS OF DEFAULT. Any of the following shall constitute an event of default (the "Event of Default") by Permittee hereunder:
 - 1. A failure to comply with any covenant, condition or representation made under this Permit and such failure continues for fifteen (15) days after the date of written notice by County, provided that if it is not feasible to cure such default within such 15-day period, Permittee shall have a reasonable period to complete such cure if Permittee promptly undertakes action to cure such default within such 15-day period and thereafter diligently prosecutes the same to completion within sixty (60) days after the receipt of notice of default from Permitter. Permitter shall not be required to provide such notice more than twice in any twelve (12) month period with respect to any material non-monetary defaults and after the second notice in any calendar year, any subsequent failure by Permittee during such 12-month period shall constitute an Event of Default hereunder;
 - 2. A vacation or abandonment of the Premises for a continuous period in excess of five (5) business days; or
 - 3. An appointment of a receiver to take possession of all or substantially all of the assets of Permittee, or an assignment by Permittee for the benefit of creditors, or any action taken or suffered by Permittee under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment or action is not released, discharged, dismissed or vacated within sixty (60) days.
- B. REMEDIES. Upon the occurrence of an Event of Default Permitter shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law or in equity:

1. Permitter may terminate Permittee's right to possession of the Premises at any time by written notice to Permittee. Upon such termination in writing of Permittee's right to possession of the Premises, this Permit shall terminate and Permitter shall be entitled to recover damages from Permittee as provided in California Civil Code Section 1951.2 or any other applicable existing or future Legal Requirement providing for recovery of damages for such breach.

2. Permitter may continue this Permit in full force and effect and may enforce all of its rights and remedies under this Permit, including, but not limited to, the right to recover any fee as it becomes due.

3. During the continuance of an Event of Default, Permitter may enter the Premises without terminating this Permit and remove all Permittee's Personal Property, Alterations and trade fixtures from the Premises and store them at Permittee's risk and expense. If Permitter removes such property from the Premises and stores it at Permittee's risk and expense, and if Permittee fails to pay the cost of such removal and storage after written demand therefore and/or to pay any fee then due, then after the property has been stored for a period of thirty (30) days or more Permitter may sell such property at public or private sale, in the manner and at such times and places as Permitter deems commercially reasonable following reasonable notice to Permittee of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for and the conducting of such sale, any delinquent amount due under this Permit, and for attorneys' fees and other legal expenses incurred by Permitter in connection therewith.

Permittee hereby waives all claims for damages that may be caused by Permitter's re-entering and taking possession of the Premises or removing and storing Permittee's Personal Property pursuant to this Section, and Permittee shall indemnify, defend and hold Permitter harmless from and against any and all Claims resulting from any such act. No re-entry by Permitter shall constitute or be construed as a forcible entry by Permitter.

4. Permitter may require Permittee to remove any and all Alterations from the Premises or, if Permittee fails to do so within ten (10) days after Permitter's request, Permitter may do so at Permittee's expense.

C. PERMITTOR'S DEFAULT. Permitter shall not be considered to be in default under this Permit unless:

1. Permittee has given written notice specifying the default; and
2. Permitter has failed for thirty (30) days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective acts for defaults that cannot be reasonably cured within sixty (60) days.

This Permit may be terminated without further liability on thirty (30) days prior written notice by Permittee if Permitter does not cure a default as set forth herein.

23. LIABILITY; VANDALISM. Permittee agrees that Permitter shall not be responsible for any damage to Permittee's property due to vandalism or natural disasters or for the cost of repair or replacement thereof.

24. INDEMNIFICATION AND INSURANCE.

A. HOLD HARMLESS. Permittee shall at all times relieve, indemnify, protect and hold harmless, Permitter, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of injuries to or death of any person, including Permittee, or damage to property of any kind whatsoever and to whomever belonging, that may in whole or in part arise from, or be caused by:

- (i) The operation, maintenance, use, or occupation of the Premises and defects on the property in which the Permitter has no control;
- (ii) The acts or omissions of Permittee, its officers, agents, employees, servants, invitees or permittees; or
- (iii) The failure of Permittee, its officers, agents, employees, servants, invitees or permittees, to observe or abide by any of the terms, covenants and conditions of this Agreement or any applicable federal, state, county or municipal law, rule, or regulation.

Any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of Permittee or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Permittee to relieve, indemnify, protect and hold harmless, as set forth hereinabove, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

B. FIRE LEGAL INSURANCE. Permittee at its sole cost shall maintain fire legal insurance on the Premises with a limit of at least One Hundred Thousand Dollars (\$100,000); with water damage and debris clean up provisions to be included. The insurance policy shall provide that any proceeds shall be made payable to Permitter.

C. FIRE AND EXTENDED COVERAGE INSURANCE. Permittee at its cost shall maintain on the improvements that are a part of the Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least the replacement value of the

improvements, which are a part of the Premises. The insurance policy shall be issued in the names of Permitter and Permittee as their interests appear. The insurance policy shall provide that any proceeds shall be payable to Permitter.

Permittee shall secure, and shall maintain at all times during the term of this Agreement, insurance against damage or destruction by fire, windstorm, riot or civil commotion on Permittee's improvements at the Premises, if any, in the full amount of their replacement value, with such provision in the policies issued to cover the same, or in riders attached thereto, as shall provide for payment for losses thereunder sustained by Permittee; the proceeds of said policies to be held in trust by any reputable bank or trust company. Permitter shall release all proceeds from insurance policy.

D. LIABILITY AND PROPERTY DAMAGE INSURANCE. Permittee at its cost shall maintain Comprehensive Liability insurance for the following coverages with the following limits insuring against all liability of Permittee and its authorized representatives arising out of and in connection with Permittee's use or occupancy of the Premises:

- (i) Airport Premises Liability with a minimum limit of \$1,000,000 Combined Single Limit (CSL) each occurrence; and
- (ii) Commercial Automobile Liability for all Owned, Non-Owned and Hired automobiles with a minimum limit of \$1,000,000 each accident;
- (iv) Products and Completed Operations Liability with a minimum limit of \$1,000,000 CSL each occurrence;
- (vi) All Comprehensive Liability insurance shall insure performance by Permittee of the Hold Harmless Sub-section of this Agreement;
- (vii) Permitter shall be named as "additionally insured";
- (viii) All required insurance shall contain a Separation of Insureds or Severability of Interests provision; and

The policy shall not be cancelled or non-renewed unless the Permitter has received 30 days prior written notice. (Ten days prior notice in the event of cancellation for nonpayment of premium is acceptable). Written notice shall be sent to: County of San Mateo, Attn: Airport Manager, 620 Airport Drive, San Carlos, CA 94070.

E. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE
During the entire term of this Agreement, Permittee shall have in effect Workers' Compensation coverage providing full statutory benefits and employer's liability in the minimum amount of \$1,000,000. In executing this Agreement, Permittee makes the following certification:

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer (1) to be insured against liability for Workers' Compensation or (2) to undertake self-insurance in accordance with the

provisions of the Code. I will comply with such provisions.

F. MISCELLANEOUS INSURANCE PROVISIONS. Permittee shall pay the premiums for maintaining the insurance required hereinabove. All the insurance required under this Agreement shall:

- (i) Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an AV status as rated in the most recent edition of Best's Insurance Reports. Coverage provided by State Fund Insurance shall satisfy this requirement.
- (ii) Be issued as a primary policy.
- (iii) Contain an endorsement requiring thirty (30) days' notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.
- (iv) Permitter shall be named as "additionally insured" on each policy.

G. CERTIFICATE OF INSURANCE. A certificate of insurance, together with evidence of payment of premium, shall be deposited with Permitter at the commencement of this Permit, and on renewal of the policy not less than twenty (20) days before expiration of each policy.

In the event Permittee fails to deliver the certificate of insurance verifying insurance coverage as required in this Section, Permitter shall have the option, after a ten (10) day notice to Permittee requesting a certificate, either (a) to terminate this Permit immediately thereafter with a notice to Permittee, or (b) to take out all or part of the required insurance and pay the premium thereon on behalf of Permittee. If Permitter opts to take out the insurance on behalf of Permittee, the cost of the premium paid by Permitter shall be deemed additional fees due and payable by Permittee with the next regular Permit Fee payment.

H. INCREASE IN COVERAGE. Permitter reserves the right to require at any time that the required public liability and property damage insurance minimum coverage be increased in accordance with standard County of San Mateo Risk Management practice in effect at the time the increase is required. Permittee shall be given at thirty (30) days' notice of the required increase.

25. ENTRY BY PERMITTOR/PERMITTEE.

A. BY PERMITTEE. Permittee shall give ten (10) days advance written notice to Permitter prior to the commencement of Permittee's installation and construction of its communications facility. Thereafter, and subject to the provisions of Section 11 (Access) and Section 14 (Permits) of this Permit, Permittee has the right to enter the Premises at any time without prior notice being given to Permitter for the installation, construction, maintenance, operation, modification or addition of Permittee's existing communications facilities.

- B. BY PERMITTOR. Permittor reserves and shall have the right to enter the Premises at any and all reasonable times, to inspect same, supply any services to be provided by Permittor to Permittee hereunder, to show the Premises to any prospective purchasers or Permittees, to post notices of non-responsibility, and to alter, improve, repair or restore the Premises as Permittor may deem necessary or desirable, without abatement of permit fee, so long as Permittor does not unreasonably interfere with Permittee's operations. For each of the aforesaid purposes, Permittor shall at all times have and retain a key with which to unlock all of the gates and/or doors in, upon and about the Premises, excluding Permittee's vaults, cabinets, safes and files. Permittor's right to enter the Premises is subject to: (a) Permittor having given not less than twenty-four (24) hours prior notice to Permittee, and (b) an employee or agent of Permittee being present during each and any entry to the Premises.
- C. EMERGENCY - BY PERMITTOR. Other provisions of this Section notwithstanding, in the event of an emergency, Permittor shall have the right to use any and all means which Permittor may deem proper to gain entry to the Premises without liability to Permittor except for any failure to exercise due care for Permittee's property. Any entry to the Premises obtained by Permittor by and said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Permittee from the Premises or any portion thereof.

26. HOLDING OVER. In the event that Permittee, with Permittor's written consent, holds possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Permittee shall pay to Permittor a monthly permit fee increase of ten (10) percent above the monthly permit fee in effect upon the date of such expiration and otherwise subject to all provisions of this Permit except those pertaining to the duration of the term of this Permit or any extensions thereof. Permittee's use and occupancy will continue from month-to-month, at will, until terminated by Permittor or Permittee by the giving of thirty (30) days' written notice to the other. Nothing in this Section is to be construed as consent by Permittor to the occupancy or possession of the Premises by Permittee after the expiration of the term or any extension thereof.

27. AUTHORIZED REPRESENTATIVE OF THE COUNTY OF SAN MATEO. The County Manager, or the designee of the County Manager, shall be the only authorized agent of the County of San Mateo for purposes of giving any notices (including, but not limited to, termination under the terms hereof), enforcing any provision, or exercising any rights, options, privileges, or obligations of the County of San Mateo under this Permit. This Permit shall not be valid or have legal effect unless executed by the President of the Board of Supervisors of the County of San Mateo pursuant to a Resolution adopted in accordance with the California Government Code. The Airport Manager shall be responsible for the day-to-day operations of the Property.

28. NOTICE. All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

Permitter:
County of San Mateo
County Manager's Office
Real Property Division
455 County Center, 5th Floor
Redwood City, CA 94063

Permittee:
MetroPCS California, LLC
8144 Walnut Hill Lane, Suite 800
Dallas, Texas 75231
Attn: Property Manager
Telephone: 214-265-2550
Facsimile: 214-265-2570

With a copy to:
MetroPCS
Attn: Lease Management
1080 Marina Village Parkway, Fourth Floor
Alameda, CA 94501

The address to which any notice or demand may be given to either party may be changed by written notice.

29. ASSIGNMENT BY PERMITTEE. Permittee shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Permittee's interest in this Permit or in the Premises without Permitter's prior written consent. Any assignment or encumbrance without Permitter's consent shall be voidable and, at Permitter's election, shall constitute a default. No consent to any assignment or encumbrance shall constitute a further waiver of provisions of this Section. Notwithstanding the foregoing, Permittee shall have the right to assign this Permit, without Permitter's consent to any corporation which controls, is controlled by, or is under common control with Permittee, to any corporation resulting from merger or consolidation with Permittee, or to any partnership in which Permittee, the general partner of Permittee, or any corporation which controls, is controlled by, or is under common control with the general partner of Permittee, is a general partner, or to any person or entity which acquires substantially all of Permittee's assets, provided that such assignee assumes in full all of Permittee's obligations under this Permit. Notwithstanding anything to the contrary contained in this Agreement, Permittee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Permittee (i) has obligations for borrowed money or in

respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

30. CONSENT. Whenever under this Permit the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

31. ENTIRE AGREEMENT AND BINDING EFFECT. This Permit and any attached exhibits, as signed by the parties hereto, constitute the entire agreement between Permitter and Permittee; no prior written promises, and no prior, contemporaneous or subsequent, oral promises or representations shall be binding. This Permit shall not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience only and neither limit nor amplify the provisions of this instrument. The provisions of this Permit shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said Permitter and Permittee. This Permit shall not be effective or binding on any party until fully executed by both parties hereto.

32. PROCESSING FEE. Permittee shall pay to Permitter, within fifteen (15) days of full execution of this Permit, a one-time charge of ONE THOUSAND FIVE HUNDRED Dollars (\$1,500.00) to cover Permitter's costs associated with the preparation, engineering and technical analysis of this Permit to assure complete compatibility of Permittee's operations at the Property.

33. RESERVATIONS. This Permit shall at all times be subject to such rights-of-way for such sewers, pipe lines, conduits, and for such telephone, telegraph, light, heat or power lines, as shall have been duly established or as may from time to time be reasonably determined by Permitter.

This Permit is subsequent to and subject to all prior exceptions, reservations, grants, easements, leases or licenses of any kind whatsoever as the same appear on record in the office of the County Recorder, County of San Mateo, State of California. Permittee covenants not to disturb the quiet and peaceful enjoyment of any and all parties having any legal right, title, interest or privilege in and to the Premises and that the use of the Premises by Permittee shall at all times be conducted with property regard for such rights, titles, interests and privileges.

34. LIENS.

- A. Permittee shall keep the Property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Permittee.
- B. If any lien is filed against the Property as a result of the acts or omissions of Permittee, or Permittee's employees, agents, or contractors, Permittee must

discharge the lien or bond the lien off in a manner reasonably satisfactory to Permitter within thirty (30) days after Permittee receives written notice from any party that the lien has been filed.

- C. If Permittee fails to discharge or bond any lien within such period, then, in addition to any other right of remedy of Permitter, Permitter may, at Permitter's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding, or by such other methods reasonably acceptable to Permitter provided that such methods are specified in writing by Permitter to Permittee.
- D. Permittee must pay on demand any amount paid by Permitter for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Permitter incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

35. SAN MATEO COUNTY NO SMOKING ORDINANCE. Permittee is aware that on April 18, 2006, the County of San Mateo modified its Ordinance Code, adopting Section 4.96.040, which prohibits smoking in all County facilities whether owned or leased. Permittee understands that said Ordinance authorizes County to enforce the provisions contained therein and Permittee agrees to enforce the provisions of said ordinance on the Premises.

36. NON-DISCRIMINATION

- A. Permittee shall comply with any applicable provisions of Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. No person shall, on the grounds of race, color, religion, ancestry, sex, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Permit.
- C. Permittee shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Permit. Permittee's equal employment policies shall be made available to Permitter upon request.
- D. With respect to the provision of employee benefits, Permittee shall comply with the County Ordinance that prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

37. GENERAL PROVISIONS.

- A. **COMPLIANCE WITH LAW.** Permittee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Permittee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Permittee in any action against Permittee, whether Permitter be a party thereto or not, that Permittee has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Permitter and Permittee.
- B. **RULES AND REGULATIONS.** Permittee shall faithfully observe and comply with the rules and regulations that Permitter shall from time to time promulgate. Permitter reserves the right from time to time to make all reasonable modifications to said rules. The additions and modifications to those rules shall be binding upon Permittee upon delivery of a copy of them to Permittee. Permitter shall not be responsible to Permittee for the nonperformance of any said rules by any other Permittees or occupants, or the public.
- C. **AUTHORITY OF PARTIES.**
- i) **Corporate Authority.** If either party hereto is a corporation, each party executing this Permit on behalf of the corporation represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of said corporation, in accordance with a duly adopted resolution of the board of directors of the corporation or in accordance with the by-laws of the corporation, and that this Permit is binding upon the corporation in accordance with its terms.
 - ii) **Partnership.** If either party hereto is a partnership or other unincorporated association, each party executing this Permit on behalf of the partnership or other association represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of the partnership or association, in accordance with the partnership agreement or the agreement of said association.
- D. **WAIVER.** The waiver by either party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of the permit fee hereunder by Permitter shall not be deemed to be a waiver of any preceding breach by Permittee of any term, covenant or condition of this Permit, other than the failure of the Permittee to pay the particular permit fee so accepted,

regardless of Permitter's knowledge of such preceding breach at the time of the acceptance of such permit fee.

- E. JOINT OBLIGATION. "Party" shall mean Permitter or Permittee; and if there be more than one Permittee or Permitter, the obligations hereunder imposed upon Permittees or Permitters shall be joint and several.
- F. TIME. Time is of the essence of this Permit and each and all of its provisions in which performance is a factor.
- G. RECORDATION. Neither Permitter nor Permittee shall record this Permit, except that if either party requests the other party to do so, the parties shall execute a short form memorandum hereof in recordable form.
- H. QUIET POSSESSION. Upon Permittee paying the permit fee and other fees or charges reserved hereunder and observing and performing all of the terms, covenants and conditions on Permittee's part to be observed and performed hereunder, Permittee shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Permit.
- I. INABILITY TO PERFORM. This Permit and the obligations of Permittee hereunder shall not be affected or impaired because Permitter is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Permitter.
- J. NEGATION OF PARTNERSHIP. Permitter shall not become or be deemed a partner or a joint venturer with Permittee by reasons of the provisions of this Permit.
- K. SALE OR TRANSFER OF PREMISES. In the event of any sale or transfer of the Premises, Permitter shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Permit arising out of any act, occurrence or omission occurring after the consummation of such sale or transfer; and the purchaser or transferee, at such sale or transfer or any subsequent sale or transfer of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties or their successors in interest or between the parties and any such purchaser or transferee, to have assumed and agreed to carry out any and all of the covenants and obligations of Permitter under this Permit.
- L. NAME. Permittee shall not use the name of the Premises or of the development, Airport or facility in which the Premises may be situated for any purpose other than as an address of the business to be conducted by Permittee in the Premises.
- M. SEPARABILITY. Any provision of this Permit which shall prove to be invalid, void, illegal or unenforceable shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

- N. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- O. SIGNS AND AUCTIONS. Permittee shall not place any sign upon the Premises or conduct any auction thereon without Permitter's prior written consent.
- P. PROVISIONS, COVENANTS AND CONDITIONS. All provisions herein, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.
- Q. CAPTIONS, TABLE OF CONTENTS. The captions and the Table of Contents of this Permit (if any) shall have no effect on the interpretation of this Permit.
- R. PAYMENTS IN U.S. MONEY. Permit fee and all sums payable under this Permit must be paid in lawful money of the United States of America.
- S. SINGULAR AND PLURAL. When required by the context of this Permit, the singular shall include the plural.
- T. CHOICE OF LAW. This Permit shall be construed, interpreted and governed in accordance with the laws of the State of California.
- U. VENUE. The venue for any court action to interpret or enforce this agreement or to litigate any claim arising out of this agreement shall be had in State Court of the County of San Mateo.

BALANCE OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, Permitter and Permittee have executed this Permit as of the date and year first above written.

Date_____

PERMITTEE:

METROPCS CALIFORNIA, LLC.,
a Delaware limited liability company,
d/b/a METROPCS

By_____
Vice President/General Manager

Date_____

PERMITTOR:

COUNTY OF SAN MATEO,
a Political Subdivision of the State of California

By_____
Rose Jacobs Gibson
President, Board of Supervisors

ATTEST:

Clerk of the Board

EXHIBIT A PROPERTY MAP

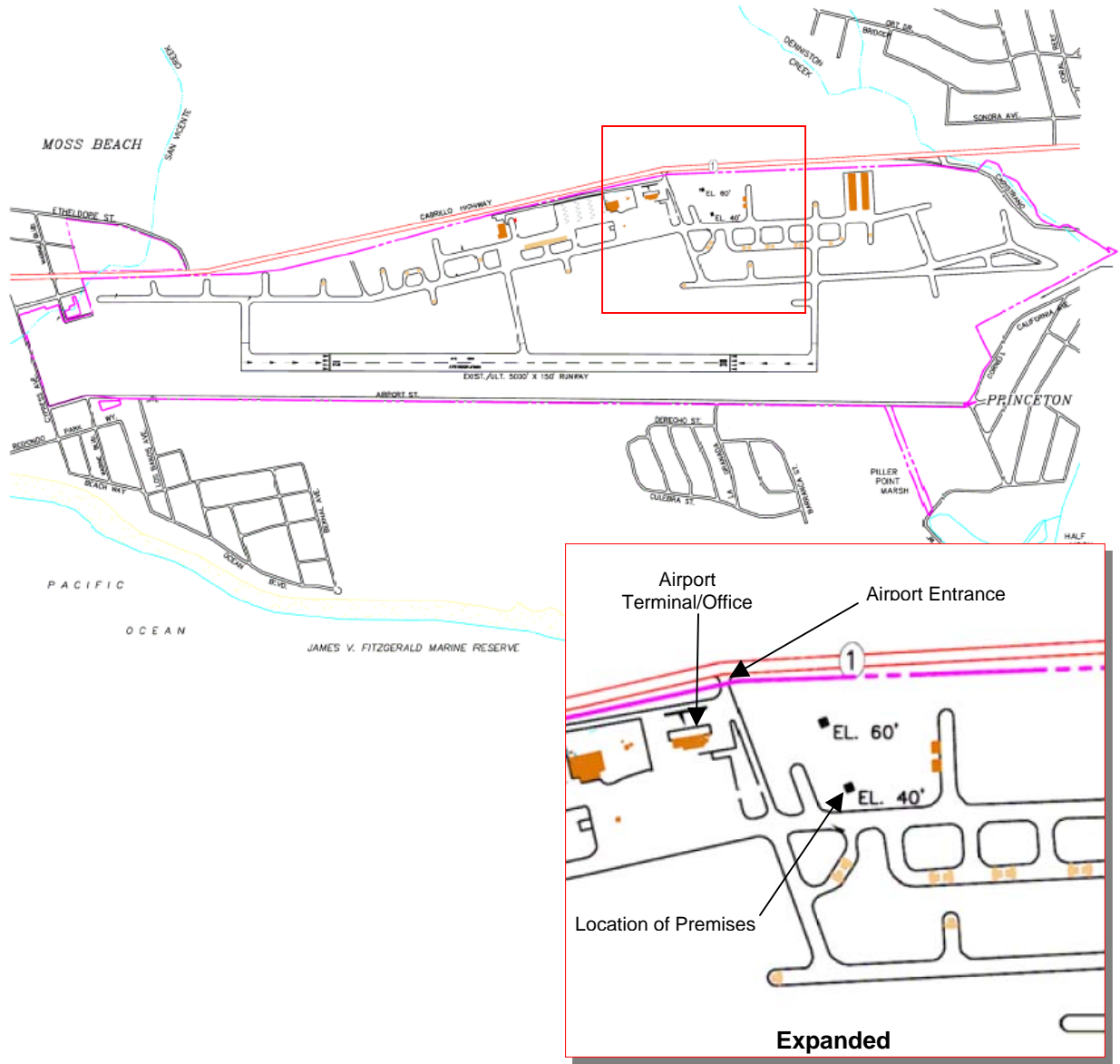


EXHIBIT B

STANDARD PROVISIONS FOR ALL LEASES, USE, AND OTHER AGREEMENTS AND PERMITS SAN MATEO COUNTY AIRPORTS

1. Permittee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, agreement or permit for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, sex, sexual orientation, color, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the lands and furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, CFR, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. In the event of breach of any of the above nondiscrimination covenants, Permitter may terminate the lease, agreement or permit and re-enter and repossess the land and the facilities thereon and hold them as if the lease, agreement or permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Permittee may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach of the lease, agreement or permit. In the event of such non-compliance, Permitter may terminate this lease, agreement or permit and the estate hereby created without liability thereof; or, at the election of Permitter or the United States either or both of these governments may judicially enforce the provision.
6. Permitter may further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Permittee and without interference or hindrance.
7. Permitter may, but shall not be obligated to Permittee to, maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport. Permitter also may direct and control the activities of Permittee in this regard.
8. The lease, agreement or permit shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States relative to the development, operation or maintenance of the airport.
9. There is hereby reserved to Permitter, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises covered by the lease, agreement or permit. This public right of flight shall include the right to cause in this airspace any noise inherent in the operation of any aircraft used for navigation of flight through the airspace or to land at, take off from or operate on the San Carlos or Half Moon Bay Airport, as the case may be.
10. Permittee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations if future construction of a building is planned for the premises covered by the lease, agreement or permit or in the event of any planned modification or alteration of any present or future building or structure on the premises.
11. Permittee, by accepting this lease, agreement or permit, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on any land leased that would be in conflict with the provisions of Part 77 of the Federal Aviation regulations. If these covenants are breached, County may enter upon the land and remove the offending structure or object and cut the offending tree, all of which shall be at Permittee's expense.
12. Permittee, by accepting this lease, agreement or permit, agrees for itself, its successors and assigns that it will not make use of the premises covered by the lease, agreement or permit in any manner which might interfere with the landing and taking off of aircraft from the airport or otherwise constitute a hazard. If this covenant is breached, County may enter upon the premises and cause the abatement of such interference at Permittee's expense.
13. Nothing contained in the lease, agreement or permit shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 (49 U.S.C. 1349A).

14. The lease, agreement or permit and all its provisions shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.
15. Permittee will conduct its programs and operate its facilities in accordance with the requirements of the Americans with Disabilities Act of 1992 and will assure that no qualified disabled person shall, solely by reason of his or her disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment. Permittee will conduct its programs and operate its facilities in compliance with all the requirements imposed by or pursuant to **49 CFR Part 27.**
16. Permittee shall insert the above provisions in any lease, agreement, contract, permit, etc., by which it grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises covered by the lease, agreement or permit, including any subleases, and hereby assures that the above provisions will be included in any agreement, contract, permit or further sub-lease granted or entered into by any sub-lessee of the Permittee.

EXHIBIT C
SPECIAL REQUIREMENTS/CONDITIONS
TO AIRPORTS PERMIT AGREEMENT WITH
METRO PCS

In the event of any conflict between any provision of the Permit and this Exhibit C, the Permit provision shall prevail.

1. SAFETY

Safety shall be paramount at all times. Permittee shall ensure that its agents, employees and customers safely coordinate all movements and activities on the airport to the satisfaction of the County. Permittee shall ensure that its operations and activities comply with local, state and federal requirements and are in accordance with safe and acceptable practices and procedures.

2. LICENSES AND CERTIFICATIONS

Permittee shall obtain all required licenses, certifications and authorizations from all appropriate agencies for work performed and activities conducted under this permit.

3. TRAINING

Permittee shall properly educate and train all agents, employees and customers regarding airport safety and operating procedures prior to allowing access onto the airfield.

4. PARKING

Permittee shall ensure that its vehicles and those of its agents and customers are parked in areas and locations as approved by the County and are in compliance with Airport Parking Policies.

Parking lots are provided for the general use of all airport users. Permittee shall not control or restrict the use of the parking lots to other airport Permittees, Tenants or users.

Camper trucks, trailers and/or other temporary living facilities may not be parked overnight in any area of the Airports without written authorization from the County. No overnight camping is permitted.

5. STORAGE OF EQUIPMENT, VEHICLES AND MATERIALS

Unless otherwise authorized herein, Permittee shall not store equipment, vehicles, boats, materials, pallets, boxes, etc. on the airport other than in designated storage areas or buildings as approved by the County. Permittee shall keep all driveways, walkways and paths free of clutter, trash or any other personal items or equipment.

6. REPAIRS

Permittee shall repair, at its own expense, any and all damage to the property of the County or to the property of others on the Airport, and damage which has been caused by Permittee, its agents or customers who may be on the Airport for any purpose connected with Permittee's business.

7. STORMWATER COMPLIANCE

The County has obtained a National Pollutant Discharge Elimination System ("NPDES") Permit from the Regional Water Quality Control Board, San Francisco Bay Region ("RWQCB"), regarding stormwater discharge from the Airport, which includes stormwater discharge and runoff from the Airport. Without limitation of any other obligation of Permittee hereunder, Permittee shall comply with all laws, rules, regulations, requirements, administrative orders and/or programs imposed upon Permittee or County by the RWQCB or any other governmental entity, regarding runoff and stormwater discharge on the Airport. Permittee shall pay any cost that County incurs to take any compliance action on the Airport as a result of Permittee's failure to comply with such laws, regulations, requirements, administrative orders and/or programs. Permittee shall also pay, to the extent caused by Permittee's business on the Airport, County's costs to take any compliance action imposed upon County by the RWQCB or any other governmental entity.

8. DISCHARGE OF CONTAMINANTS

Permittee, its agents and customers shall at no time discharge any hazardous material or substance onto the Airport. Waste oil and other contaminates shall be properly disposed of and at no time shall the Permittee use the waste oil tanks the County has provided for the non-commercial use of airport Permittees.

9. SECURITY/ACCESS

Airport security shall be maintained at all times. Permittee shall take all reasonable steps to restrict unauthorized access onto airport property, including controlling thoroughfare access through the Premises. All access and security procedures shall be coordinated with and approved by the County. Permittee shall ensure that all gates it uses remain closed and locked at all times and that any mechanical problems with the gates are promptly reported to the County. Access codes shall only be provided with discretion to persons wishing to enter airport property. First-time visitors should be directed to the airport office for instructions and to receive access codes. Permittee shall monitor and report any misuse of airport security codes immediately.

10. SIGNAGE

No permanent banners or signs of any kind may be installed or displayed outside on the airport without the written approval of the County. All signage shall comply with applicable Local and County requirements. Signs and banners installed without the written approval of the County will be removed and disposed of at Permittee's sole cost and expense.

11. HOUSEKEEPING

Permittee shall collect and remove from the airport all debris, trash, garbage, or other rubbish generated by Permittee, its agents or customers who may be on the Airport for

any purpose connected with the Permittee's operation. Permittee shall ensure that all areas where business is conducted are kept as clean and orderly as is reasonably possible at all times. Equipment, parts and materials shall be removed from the area or replaced when Permittee's equipment is not being worked on.

Permittee shall regularly dispose of pallets, crates and other shipping supplies at the Premises. Permittee shall not dump waste or refuse on airport property or in facilities leased or used by another Permittee, Tenant or Vendor.

13. TRASH AND RECYCLING REMOVAL

Permittee shall dispose of recyclable materials in County provided recycling receptacles or, if Permittee has set-up its own recycling program, through Permittee's own receptacles. Permittee shall not dispose of trash or place other non-recyclable materials in the recycling receptacles. To the extent possible, Permittee shall not dispose of recyclable materials in dumpsters or other trash receptacles.

Dumpsters and other trash and recycling receptacles may not block or obstruct in any way hangars or taxiways.

15. OPERATIONS

The County shall approve all operations and activities. Permittee shall take all reasonable steps to ensure that its operations and activities create minimal impact and inconvenience to the airport and other airport users. Permittee shall not block or obstruct taxiways, roads or access routes at any time.

Initial _____

EXHIBIT D

SITE PLAN/CONSTRUCTION DRAWINGS

EXHIBIT E

COUNTY OF SAN MATEO AIRPORT CONSTRUCTION REQUIREMENTS

1. OPERATIONS ON AIRPORT PROPERTY

The Contractor is advised that working within an airport environment has inherent limitations, hazards and special requirements to ensure that its activities are compatible with the safety and security of the airport, its operations and users. The Contractor shall ensure that all activities and access onto the airport for all personnel, equipment and subcontractors are coordinated in advance with the Airport Manager. The Airport Manager or his designated representative can be contacted at (650) 573-3700.

Contractor shall provide a plan and/or detailed information describing the work that is to be accomplished; where and when construction activities will take place; and who will be conducting the work. Contractor shall provide after-hours emergency telephone numbers where they can be reached 24 hours a day during the duration of the project. Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the airport and airport users.

2. COMPLIANCE WITH LAW

All activities and operations shall conform with local, State and Federal laws, rules, regulations, permit, certificate and license requirements including but not limited to those relating to operations on or in the vicinity of the Airport.

3. FAA REQUIREMENTS

At no time shall the height of any piece of equipment or object be allowed to penetrate the protected airspace surfaces as described in Federal Aviation Regulations Part 77. An approved FAA 7460-1 *Notice of Proposed Construction* form from the Federal Aviation Administration (FAA) shall be provided to the County by the contractor as required by the FAA.

4. AIRPORT SECURITY AND ACCESS

Airport security must be maintained at all times. The Contractor shall maintain control at all contractor entrance gates to prevent unauthorized access onto airport property. Temporary fencing, gates, etc., shall be installed as necessary. All security measures shall be coordinated with the Airport Manager. Access to various work areas shall be via the closest routes indicated on the plan. All routes on airport property shall be approved by the Airport Manager. All access and haul routes shall be kept clean and free of debris. Where access and haul routes have been approved by the Airport Manager to cross active runway, taxiways, or aprons, flagmen and/or radio operators shall be provided as required by the Airport Manager. Aircraft shall have the right-of-way at all times.

5. INSURANCE

Contractor shall obtain applicable liability insurance having limits for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per occurrence. This insurance shall provide coverage for premises liability, products liability, contractual liability, and provide coverage for any liability incurred by independent contractors, as well as hired and non-owned automobile liability. The County of San Mateo, its officers, agents, employees, and members of Boards and Commissions shall be named as additional insured on all policies. Prior to commencing operations on the airport, Contractor shall provide the County with copies of Certificates of Insurance in the amounts and coverages indicated. Insurance coverages and amounts are subject to review and adjustment by the County Risk Manager.

6. RESPONSIBILITY

In the event of damage to County or other property, Contractor shall immediately report the damage to the County and make all repairs and replacements necessary to the approval of the Airport Manager at no cost to the County.

7. VEHICLES AND EQUIPMENT

The contractor is advised that airfield pavements are designed to carry 12,500-pound aircraft loads, not construction equipment or heavy vehicle wheel loads. The contractor shall avoid crossing existing pavements as much as practical. The contractor shall exercise caution whenever crossing existing pavement and shall be held responsible for any damage to existing pavement, underground utilities, lighting or other existing facilities that is caused by construction activities. Vehicles shall not enter onto the airport for any purpose without first obtaining permission of the Airport Manager. Vehicles owned or operated by the Contractor, its agents or employees shall be parked within the area designated by the Airport Manager.

All motorized equipment operating on the airport shall be clearly marked with a 3-foot square flag, consisting of a two checked pattern of international orange and white squares of not less than one foot on each side, mounted on a staff to fly above the vehicle; or alternatively, an operating amber rotating beacon. Vehicles and equipment operated during the hours of sunset to sunrise or hours of restricted visibility due to fog shall be equipped with flashing lights.

8. PROTECTION OF HAZARDS, BARRICADES AND WARNING SIGNS

The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work as directed by the Airport Manager. When used during periods of darkness, such delineators, barricades, warning signs and hazard markings shall be appropriately illuminated. Open trenches and other hazards shall be protected at all times. Protection methods shall be approved by the Airport Manager. All hazardous materials must be properly secured and stored while on the field and construction personnel are responsible for the disposal of all hazardous materials and waste.

9. SITE CONTROL

All debris generated from the excavation and installation shall be disposed of off site and the construction area shall be policed and kept clean at all times. The Contractor shall maintain a neat appearance to the work and the worksite. All means necessary must be used to control dust on and near the work area so that it does not become a nuisance to the public and airport users. Contractor must control foreign object debris (FOD) to every extent possible on and around all aircraft movement areas.

10. STORM WATER

Contractor shall submit a Construction Storm Water Pollution Prevention Plan for approval to the Airport Manager prior to construction. Earthwork activity will be subject to the conditions of the National Pollution Discharge Elimination System (NPDES) General Permit adopted by California State Water Quality Control Board. The Contractor shall comply with all terms and conditions of this permit during construction. The Contractor shall be solely responsible for compliance and for all sanctions, fines, penalties, court fees, or other actions levied against the County as a result of the Contractor's work or activities on the airport. In addition to complying with the requirements of the NPDES permit, the Contractor shall conform and comply with all provisions of the County's Storm Water Pollution Prevention Program (SWPPP) developed for the Airport.

11. PROJECT DOCUMENTATION

Contractor or Design Engineer shall provide three sets of signed as-built drawings within 30 days of completion of the project if requested by the Airport Manager. Contractor shall provide three sets of manuals for all equipment installed during the project if requested by the Airport Manager.

12. NON-COMPLIANCE

Contractor's failure to comply with any of the requirements herein will result in the County's immediate revocation of the Contractor's authorization and access onto the airport.