



Aviation Properties Department  
Oakland International Airport  
1 Airport Drive – Terminal 1, Box 45  
Oakland, CA 94621

**October 12, 2018**

**ADDENDUM No. 1**

**RFP - Wireless Fidelity Communication and Internet (Wi-Fi) Services at Oakland International Airport**

This Addendum modifies the original RFP Documents for the above-mentioned RFP.

**Acknowledge receipt of this addendum in the space provided on the RFP Acknowledgement and Signature Form (Attachment 3). Failure to do so may disqualify your proposal.**

**The following questions were submitted by the deadline and are answered in this addendum.**

1. Question: Can you provide full floorplans marked with areas that require (or don't require) Wi-Fi coverage?

*Answer: All interior areas of the Terminal Complex will require Wi-Fi coverage. Please see Addendum No. 1 – Exhibit 1, Map of Terminal 1 & Terminal 2 for a layout of the Terminal Complex. The dimensions of the Terminal Complex are as follows: maximum height is approximately 137.7 feet, the perimeter is approximately 10,181.25 feet, and the area is approximately 491,401.30 square feet.*

2. Question: How many Vendors are currently at the airport, to include food/bev and retail?

*Answer: The Airport currently has approximately forty-five (45) vendors in and around the Terminal Complex, including airlines, concessionaires, and service providers.*

3. Question: Will any Airport Operations be a tenant of the installed system?

*Answer: The Port's Aviation Division, including Airport Operations, will not be a user of the installed system and should not be considered for this RFP.*

4. Question: If "No" to #3, what type of system is currently in place to support Airport Operations? Can you provide an AP placement map of current Airport Operations APs?

*Answer: The Port's Aviation Division, including Airport Operations, will not be a user of the installed system and should not be considered for this RFP.*

5. Question: Can you provide an existing AP placement map for the current service?

*Answer: The Port does not have an existing AP placement map. None of the equipment installed under the current agreement will be available for future use as the equipment is owned by the current provider.*

6. Question: What is the max expected client density in covered areas?

*Answer: The Airport has approximately 38,000 passengers daily.*

7. Question: Who is your current Internet Service Provider and what bandwidth do they have allocated to this service?

*Answer: The current Internet Service Provider was provided by Boingo. All last mile connections are provided by AT&T. The current circuit is approximately 1G.*

8. Question: Is there a Firewall in place or do we need to include that in our response?

*Answer: Unknown, the entire system is supplied and maintained by the current provider.*

9. Question: Will any existing switches be re-used?

- a. If yes, what is the PoE capability / capacity available for APs?
- b. If not, where will IDFs be located?

*Answer: None of the equipment or circuits installed under the current agreement will be available for future use as the equipment is owned by the current provider. The IDF's can be found on Addendum No. 1 – Exhibit 2, IDF & MDF Locations.*

10. Question: Are redundant power supplies required?

*Answer: The system will be managed and maintained by the successful proposer. High availability should be considered during the design, but the Port will not require any specific hardware.*

11. Question: Is there a central MDF? What connectivity exists between the MDF and IDFs?

*Answer: Yes, there is a MDF in each Terminal, with SM Fiber between all IDF's.*

12. Question: Will any existing cabling be re-used? If so, what type of twisted-pair copper cabling is currently installed to the existing APs?

*Answer: None of the equipment installed under the current agreement will be available for future use as the equipment is owned by the current provider. Any purchase agreement would need to be between the successful proposer and the current provider.*

13. Question: Can the Wireless controller be a VM? If so, what server resources are available? (vCPUs, RAM, Storage)

*Answer: The Port will not supply VM resources for Wi-Fi. The successful proposer must supply a complete network, 100% air gapped from the Airport network.*

14. Question: Are redundant wireless controllers required?

*Answer: The system will be managed and maintained by the successful proposer. High availability should be considered during the design, but the Port will not require any specific hardware.*

15. Question: Can you provide the current SUP contract?

*Answer: Please see Addendum No. 1 – Exhibit 3, Current Space/Use Permit with Boingo Wireless, Inc. (Includes: Original Agreement, Amendment No. 1, and Amendment No. 2)*

16. Question: Is the SUP monthly commit (1) from the Vendor to the Airport or (2) from the Airport to the Vendor?

*Answer: The current SUP monthly commit is from the Vendor to the Airport.*

17. Question: In order to make an informed decision we would like to see as much historical information as possible, can we see a copy of the current SUP with the current Wi-Fi provider?

*Answer: Please see Addendum No. 1 – Exhibit 3, Current Space/Use Permit with Boingo Wireless, Inc. (Includes: Original Agreement, Amendment No. 1, and Amendment No. 2)*

18. Question: Can we also see a report for the revenue generated from the Wi-Fi and DAS for the past two years?

*Answer: For the duration of the current Wi-Fi Agreement the current provider has only provided payments of the Minimum Annual Guarantee (MAG) of \$125,000.00 (or \$10,416.67 per month) with no other payments being required. These payments were for Wi-Fi Services only. DAS is not included in the current Agreement and will not be included in any future agreements. Please see Addendum No. 1 – Exhibit 4, Monthly Revenue Reports for July 2017 through September 2018.*

19. Question: What are the key problems with your current Wi-Fi?

*Answer: There are no key problems with our current Wi-Fi. This RFP was released due to the current Agreement terminating on December 31, 2018.*

20. Question: In the RFP it states: “Permittee shall provide services and facilities in the Assigned Space resulting in not less than 60% of all available bandwidth to support free and/or hybrid-based public access to Wi-Fi services, with a minimum of 400K per user.” We plan on delivering 5 Mbps (or more) per user. If we are exceeding the requirement of 400K bandwidth per public user do we have to be limited to using only 40% of available bandwidth for the rest of the airport tenants? We would rather not place a limit on the amenities we can offer the other airport occupants.

*Answer: As long as the minimum requirement is made, proposers can manage the percentage of bandwidth for the target users: the traveling public and tenants in the Terminals.*

21. Question: In the RFP it states: “The Permittee will have access to the Airport common use support staff, available 6:00 AM to Midnight, pacific time, for assistance in resolution of on-site problems.” Will there be any charges for utilizing the common use support staff?

*Answer: There would not be any charges for utilizing the common use support staff. Staff scope would just be to “put eyes on” any problems reported by the supplier’s help desk. An example of services support staff would provide would be a hard restart, look to see if a hardware device has power, link light, etc. The support staff will not be diagnosing or fixing issues with the Wi-Fi system.*

22. Question: In the RFP it states: “The Wi-Fi system concession shall support an open access model such that wireless users may log on to their own provider by utilizing the Wi-Fi system, subject to commercially reasonable roaming or wholesale agreements.” Since each SSID consumes 2% of the available bandwidth in broadcast traffic can we place an upper limit of five third-party roaming agreements?

*Answer: Yes, this can be included in the Proposal.*

23. Question: In the RFP it states: “...integrating all access points into the Wi-Fi system, and performing the necessary wire-pulls to link the access points to the Port’s network infrastructure and the Wi-Fi system.” Are there any existing network cables (i.e. wire-pulls) already installed that we can re-use?

*Answer: None of the equipment installed under the current agreement will be available for future use as the equipment is owned by the current provider. Any purchase agreement would need to be between the successful proposer and the current provider.*

24. Question: How many wi-fi access points are currently installed?

*Answer: The Port does not have a count of Wi-Fi access points. None of the equipment installed under the current agreement will be available for future use as the equipment is owned by the current provider.*

25. Question: Can you share a list of wi-fi-related network equipment (such as switches) already in use at the airport?

*Answer: The Port does not have a list of Wi-Fi related network equipment. None of the equipment installed under the current agreement will be available for future use as the equipment is owned by the current provider.*

26. Question: What is going to happen with the existing wi-fi networking equipment? Can it be purchased?

*Answer: None of the equipment installed under the current agreement will be available for future use as the equipment is owned by the current provider. Any purchase agreement would need to be between the successful proposer and the current provider.*

27. Question: In the RFP it states: “Permittee shall also provide, at its discretion, value-added digital content delivered service and shall be allowed to enter into roaming agreements with customers.” Is there an opportunity to bundle Wi-Fi ad revenue with other digital signage ad revenue that the proposer would install?

*Answer: No, all other digital signage ad revenue is provided through a separate Concession Agreement and is not to be considered for this RFP.*

28. Question: Can we become the developer of the official airport mobile app?

*Answer: Yes, this can be included in the Proposal. The Airport currently does not have an official mobile app.*

29. Question: In the RFP it states: "Coverage shall not only include the interior of the Airport, but extend approximately 300 ft on the exterior "air-side" of the Airport (gate areas/aircraft/ramps)." Does your existing wi-fi cover the outdoor areas such as vehicle parking lots and airfield?

*Answer: The existing Wi-Fi does not cover the outdoor areas. This was a misstatement in the RFP.*

*The RFP is hereby amended as follows:*

*Paragraph 3 of Attachment "G" of the Space / Use Permit which states:*

*"Permittee shall provide Wi-Fi coverage capable of supporting public and private applications in all passenger terminals of the Airport. Coverage shall not only include the interior of the Airport, but extend approximately 300ft on the exterior "air-side" of the Airport (gate/areas/aircraft/ramps). Permittee shall not be required but may, at its sole discretion, provide Coverage on the exterior "land-side" of the Airport (parking structures). Such coverage shall include purchasing, installing, and implementing the necessary access points throughout the Terminals, integrating all access points into the Wi-Fi system, and performing the necessary wire-pulls to link the access points to the Port's network infrastructure and the Wi-Fi system. Permittee shall also provide, at its discretion, value-added digital content delivered service and shall be allowed to enter into roaming agreements with customers."*

*Will be deleted in its entirety and replaced with the following:*

*"Permittee shall provide Wi-Fi coverage capable of supporting public and private applications in all passenger terminals of the Airport. Permittee shall not be required but may, at its sole discretion, provide Coverage on the exterior "land-side" of the Airport (parking structures). Such coverage shall include purchasing, installing, and implementing the necessary access points throughout the Terminals, integrating all access points into the Wi-Fi system, and performing the necessary wire-pulls to link the access points to the Port's network infrastructure and the Wi-Fi system. Permittee shall also provide, at its discretion, value-added digital content delivered service and shall be allowed to enter into roaming agreements with customers."*

30. Question: Besides internal airport employees, concessions, the public and airlines are there any other separate entities to provide Wi-Fi for?

*Answer: No, the services under this RFP are to be provided in the Terminals and the target users are the traveling public and tenants in the Terminals.*

31. Question: Other than FedEx will all other airport tenants be required to use our Wi-Fi network?

*Answer: No Tenants, including FedEx, are required to use the Wi-Fi network.*

32. Question: What is the airport's current ASQ score?

*Answer: The Airport does not participate in the ASQ.*

33. Question: Is improving the ASQ a priority for the airport?

*Answer: The Airport does not participate in the ASQ.*

34. Question: What are the historical changes in WiFi usage? Can you share month-to-month connections/impressions metrics since 2016 or earlier?

*Answer: The Port does not have this data.*

35. Question: What is the split between locals and tourist visitors to the airport?

*Answer: Locals account for 60% of passengers and tourist visitors account for 40% of passengers.*

36. Question: Can you share the airport blueprint drawings with us?

*Answer: Please see Addendum No. 1 – Exhibit 1, Map of Terminal 1 & Terminal 2.*

37. Question: Can you provide a diagram of location of the existing wi-fi networking hardware?

*Answer: The Port does not have an existing diagram of the existing Wi-Fi networking hardware. None of the equipment installed under the current agreement will be available for future use as the equipment is owned by the current provider.*

38. Question: Can you share a list of interested RFP parties so that we can explore partnership opportunities?

*Answer: The following companies downloaded the RFP. At this time, that is all that can be provided.*

<i>AECOM</i>	<i>EPC IT Solutions</i>	<i>Richards, Watson &amp; Gershon</i>
<i>AEKO Consulting</i>	<i>erepublic</i>	<i>Ridge Communications</i>
<i>American Tower</i>	<i>Escano &amp; Associates INC.</i>	<i>Shay Enterprise</i>
<i>American Tower Corporation</i>	<i>EXCELSUS IT, LLC</i>	<i>SITA</i>
<i>Aruba</i>	<i>HarborTech</i>	<i>Slice</i>
<i>Arup</i>	<i>Hatch</i>	<i>SmartWAVE Technologies</i>
<i>Bay Area Builders Exchange</i>	<i>Insight</i>	<i>StarGazer Enterprise</i>
<i>BID OCEAN</i>	<i>NCR</i>	<i>TAV Networks, Inc.</i>
<i>Boingo Wireless</i>	<i>Netxperts</i>	<i>Team One Solutions, Inc.</i>
<i>Carahsoft</i>	<i>Nova Construction Inc.</i>	<i>Viasat</i>
<i>CelPlan Technologies</i>	<i>Office Automation Group Inc</i>	<i>Visual infomedia</i>
<i>Connections Wizards, LLC</i>	<i>Onvia</i>	<i>Volanno</i>
<i>Cradlepoint</i>	<i>Presidio</i>	<i>ZDEVCO</i>
<i>Datagear Inc.</i>	<i>Ray Morgan Company</i>	

39. Question: Do you currently have any type of DAS at the airport?
- a. If so where?
  - b. If so when will the DAS contract be up for renewal?
  - c. If so who owns/operates the DAS?
  - d. If so how many wireless service providers are on the system (AT&T, T-Mobile, Verizon, Sprint)?
  - e. Is it a neutral host system? Meaning one set of fiber and infrastructure with multiple wireless service providers? Or it may be just a single wireless service provider DAS. (ie. Verizon deploys a system that only works for them)

*Answer: DAS is not included in the current Agreement and will not be included in any future agreements.*

40. Question: Will there be the opportunity to extend the network to include LTE data-offloading service?

*Answer: Yes, this can be included in the Proposal.*

41. Question: Are you open to any BLE (bluetooth low energy) services such as proximity messaging or wayfinding services?

*Answer: Yes, this can be included in the Proposal; but it is not required in this RFP.*

42. Question: Will there be the opportunity to offer Internet service to commercial tenants as leases are signed or renewed?

*Answer: Yes, this can be included in the Proposal.*

43. Question: Will there be the option to provide temporary bandwidth for special events as another source of revenue?

*Answer: Yes, this can be included in the Proposal.*

44. Question: Can we request rights to manage all sponsorship and advertising signs, displays, banners, and Wi-Fi delivered messages?

*Answer: No, all advertising is provided through a separate Concession Agreement and is not to be considered for this RFP.*

45. Question: Can we request rights to sell any tiered services that can be delivered over the network.

*Answer: Yes, this can be included in the Proposal.*

46. Question: Can we request rights to offer BLE virtual beacon services to commercial and operational entities at the airport.

*Answer: Yes, this can be included in the Proposal.*

47. Question: Can we seek to get major discounts from some upstream vendors based on the media exposure and visibility this project will generate.

*Answer: Yes, this can be included in the Proposal.*

48. Question: Can we request rights to install, own and manage Mobile Wi-Fi Hotspot kiosks. These devices can be rented by the day or week to arriving travelers who want to guarantee they have Wi-Fi wherever they during their stay in the local region.

*Answer: No, due to space constraints and the scope of this agreement this would not be allowed.*

**There are no other questions to RFP - Wireless Fidelity Communication and Internet (Wi-Fi) Services at Oakland International Airport**



*Addendum No. 1*

*Exhibit 1*

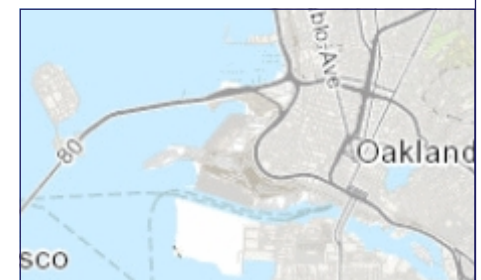
*Map of Terminal 1 & Terminal 2*



THIS MAP IS NOT TO BE USED FOR NAVIGATION



Notes:



*Addendum No. 1*

*Exhibit 2*

*IDF & MDF Locations*



- ◆ IDF
- ◆ MDF



*Addendum No. 1*

*Exhibit 3*

*Current Space/Use Permit with Boingo Wireless, Inc.  
(Includes: Original Agreement, Amendment No. 1, and Amendment No. 2)*

## SPACE/USE PERMIT

For the better promotion of commerce and navigation and the development of the Port of Oakland and Oakland International Airport, for the benefit of the public, the City of Oakland, a municipal corporation acting by and through its Board of Port Commissioners, by its execution hereof, hereby authorizes the person or entity identified below, hereinafter referred to as "Permittee," to conduct business and/or occupy space at Oakland International Airport, hereinafter referred to as the "Airport," for the purpose or purposes and on the terms and conditions hereinafter stated.

As used in this Permit, the term "Port" shall mean Port of Oakland, which consists of the Port Department of the City of Oakland ("City"), under the exclusive control and management of the Board of Port Commissioners (the "Board"). In any case under this Permit that Port may or shall take any action, Port's Director of Aviation (sometimes hereafter "Director") is authorized to take such action unless this Permit provides for action by the Board or by resolution or ordinance, and except as otherwise provided now or hereafter by law, the Charter of the City, or by resolution or ordinance of the Board.

1. **Permittee.** The name, address and telephone number of Permittee hereunder are as follows:

Name: **Advanced Wireless Group, LLC**

Address: 10460 N. W. 46<sup>th</sup> Street  
Miami, Florida 33178

Telephone: (305) 876-0843

Contact: H. Scott Phillips

E-Mail: sphillips@awgwifi.com

Fax: (305) 876-7211

With a copy of all default notices to:

Incorp Services, Inc. (C2294569)  
5716 Corsa Avenue  
Suite 110  
Westlake Village, California 91362-7354

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## 2. **Permitted Uses.**

2.1 The permitted uses include only those services attached hereto as Exhibit B (Description of Permitted Use Requirements) (the "Permitted Uses"). Permittee is authorized to conduct at the Airport only the business described in this

Section 2 and Exhibit B and no other business or uses. The Permitted Uses permits Permittee to have access to the air operations area of the Airport, subject to the terms and conditions of this Permit, and further subject to FAA regulations, and the Airport's Rules and Regulations (a copy of which has previously been delivered to Permittee).

2.2 Permittee shall not use the Assigned Space for any of the following activities: no activity, except as expressly permitted in Section 2.1 and Exhibit B (Permitted Uses), including, but not limited to, the sale of unregulated cellular telephone usage and/or service.

3. **Assigned Space to be Occupied.**

Location <sup>†</sup>	Exclusive, Preferential or Common Use	Class	Square Feet	Monthly Rent <sup>††</sup>
1. Core room: 15 sq. ft. in Rm. #TBD	1. Common	1. N/A	15	1. N/A
2. Antennae: Various as located on the Coverage Plan.	2. Common	2. N/A	N/A	2. N/A

<sup>†</sup> The Coverage Plan shall be mutually agreed upon by the parties within sixty (60) calendar days of the Effective Date.

<sup>††</sup> Subject to increase as provided in Section 9 below

4. **Consideration.** Starting on the Commencement Date, and in consideration for the rights granted hereunder by Port, Permittee hereby agrees to pay to Port monthly in advance, on or before the fifteenth (15<sup>th</sup>) day of each calendar month during the Term the Monthly Payment (as specified in Section 4.1 below). In the event that the Term of this Permit shall commence or end on any day other than the first and last day, respectively, of a calendar month, such consideration due hereunder for a portion of such month shall be prorated on a per-diem basis.

4.1 **Consideration – Monthly Payment.** The Monthly Payment is set forth below, and the annual rate is the sum of the then current Monthly Payment times twelve (12).

Year of Term	Monthly Payment
First 12 calendar months	\$10,416.67, or the equivalent of a Minimum Annual Guarantee (MAG) of \$125,000.00
Calendar months 13 through 60	The Monthly Payment will be 1/12 <sup>th</sup> of the amount which is the Greater of:  a) 85% of the amount equal to 40% of the prior year's actual gross sale receipts  OR  b) the Year 1 MAG (\$125,000.00)

4.2 **Intentionally Omitted.**

4.3 **Remitting Payments.** All payments due hereunder shall be remitted to: Port of Oakland, ~~File No. 73752~~, P.O. Box ~~60000~~, San Francisco, California ~~94160~~ <sup>94139</sup> *Dept. 34377 39000*  
3752, or to such other address as shall be designated by Port by written notice to Permittee in accordance with the requirements of Paragraph Q of Attachment "A" to this Permit, without demand, set-off or deduction.

4.4 **Intentionally Omitted.**

5. **Performance Deposit.** Permittee shall maintain with the Port a Performance Deposit in the amount of \$50,000.00, complying with and subject to the provisions of Paragraph T of Attachment A to this Permit, including without limitation the provisions of Paragraph T of Attachment A relating to adjustments to the amount of Permittee's Performance Deposit.

6. **Term.**

For purposes of this Permit, the "Effective Date" shall be the date that this Permit is executed by Port's Director of Aviation and signed by Port Attorney. The period of use or occupancy permitted under this Permit (the "Term") will commence on the first day of the month after the earlier of (1) the date that Permitted Uses are first provided at the Airport, or (2) ninety (90) days after the Effective Date, as extended on a day for day basis for each day that Port unreasonably delays, conditions or fails to provide its approvals required by this Permit, provided that Permittee has provided Port with prompt written notice of such approval failure, and Port has timely received all documentation, information, and/or support necessary for Port to grant such approval ((1) or (2) respectively, the "Commencement Date"), and will expire five (5) years from the Commencement Date. Unless otherwise specifically noted in this Permit, all reference to day(s) shall mean calendar days.



## 7. **Insurance Requirements.**

Permittee shall maintain the following minimum insurance coverages in accordance with the requirements of Paragraph K of Attachment A to this Permit:

<input checked="" type="checkbox"/>	Business Automobile Liability	\$1,000,000 combined limit for bodily injury and property damage, each accident
<input checked="" type="checkbox"/>	Commercial General Liability	\$1,000,000 combined limit for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate
<input checked="" type="checkbox"/>	Fire Legal Liability	\$100,000 any one fire sublimit to Commercial General Liability above
<input checked="" type="checkbox"/>	Premises or Operations liability	Included in Commercial General Liability above
<input checked="" type="checkbox"/>	Completed Operations and Products Liability	Included in Commercial General Liability above
<input checked="" type="checkbox"/>	Workers Compensation	Statutory limits, as required by the laws of California.
<input checked="" type="checkbox"/>	Employers's Liability	\$1,000,000 each accident; \$1,000,000 each disease per employee and accident
<input checked="" type="checkbox"/>	Professional Liability including Technology, Network, Media and Privacy coverage	\$5,000,000 each claim and annual aggregate
<input checked="" type="checkbox"/>	All risk property insurance covering Permittee's additions, alterations to the leased space, Permittee's furniture, fixtures, equipment and loss of rents	Replacement cost value of the property covered and 15 months loss of rents

Additional insurance endorsements are required under Paragraph K of Attachment A of this Permit. Evidence of required insurance coverage is to be kept on file with Port in accordance with the requirements of Paragraph K of Attachment A of this Permit.

## 8. **Type of Use.**

8.1 **Exclusive Use.** Space identified as "Exclusive" in Section 3 shall be exclusive use space, of which Permittee shall have exclusive use during the Term.

8.2 **Preferential Use.** Space identified as "Preferential" in Section 3 shall be preferential use space, of which Permittee shall have first priority of use for its own operations. Port shall retain the right to schedule the use of this space on a second priority use basis to others.

8.3 **Common Use.** Permittee agrees that the space identified as "Common" in Section 3 will be in such locations and will be available for use by Permittee at such times as shall be designated from time to time by the Port's Administrative Services Department staff at the Airport. Permittee agrees that such common use space may be assigned by the Port's Airport Properties, or Information Technology Department staff to other operators at different times; accordingly, Permittee agrees that after every use of Common use space by Permittee, it will store all of its proprietary equipment and

materials in cabinets and lockers temporarily assigned to Permittee for its exclusive use after every use. Port reserves the right to reassign such Common use space from time to time as may be warranted by then existing operational conditions, but Port shall not have the right to relocate the core room identified in Section 3 above.

9. **Port's Maintenance and Repair Obligations.** Port shall have only the following maintenance and repair obligations for the Assigned Space: Structural repairs not caused by the negligence or willful misconduct of Permittee, its officers, agents, employees, contractors, subcontractors, subtenants, or invitees or licensees (but excluding invitees or licensees who are merely subscribers to or customers of Permittee's wireless services).

10. **Level of Service.** Permittee shall provide services and facilities in the Assigned Space resulting in not less than 60% of all available bandwidth to support free and/or hybrid-based public access to Wi-Fi services, with a minimum of 400K per user.

11. **Permittee's Operating Hours.** Permittee agrees to conduct the Permitted Uses with an adequate staff twenty-four (24) hours each day, seven (7) days a week.

12. **Special Wireless Fidelity Communication Services Provisions.** See attached Exhibit B (Description of Permitted Use Requirements). Permittee has been awarded this Permit based, in part, on its covenants and representations and warranties included in the Proposal for Wireless Fidelity Communication and Internet Wi-Fi Services at Oakland International Airport dated December 21, 2011 and attached hereto as Exhibit C (the "Proposal"), and Port has relied thereon. All representations, warranties, and covenants in such Proposal are incorporated herein by reference as though fully set forth herein. In the event of any actual conflict between any provision in this Permit, Exhibit B (Description of Permitted Use Requirements), and/or the Proposal, any such conflict shall be resolved in the following order of precedence: (1) the Permit, (2) Exhibit B (Description of Permitted Use Requirements), and (3) the Proposal.

13. **Intentionally Omitted.**

14. **Utilization of Local Businesses.** Permittee shall use its commercially reasonable efforts to achieve the following local business utilization percentage: 30% Local Impact Area (LIA)/Local Business Area (LBA), as determined pursuant to Port ordinance, and the criteria used by the Port's Social Responsibility Division (copies of which shall be provided to Permittee). Permittee shall maintain complete and accurate books and records, in a form acceptable to the Port, of its utilization of such local businesses. Permittee shall allow Port or its designated representatives, on reasonable prior notice to Permittee, to inspect and copy such books and records during reasonable business hours, at the offices of the Port, provided however, that the Port shall keep such records confidential to the extent permitted by law. Permittee shall provide Port, upon its written request not more frequently than one time a year, a written report with invoices and supporting documentation, showing the local business utilization percentages actually achieved by Permittee. Permittee agrees that its noncompliance with any of the provisions of this Section 14 shall constitute a material breach of this Permit, subject to the notice and cure provisions of this Permit.

**15. Permittee's Due Diligence; No Representations or Warranties by Port.**

Permittee acknowledges that it has conducted its own due diligence investigation of its prospects for successfully operating its business in accordance with the Permitted Uses, and has made its own determination of the accuracy of any information provided by Port with respect to the financial results of any prior operator of any similar business at the Airport, that Port has made no representations or warranties to Permittee with respect to any of such matters, and that all prior discussions between Port and Permittee with respect to such matters are superseded by this Permit pursuant to Paragraph FF(8) of Attachment A to this Permit.

**16. Intentionally Omitted.**

**17. Additional Terms and Conditions.** Permittee does hereby further agree to abide fully by all of the Additional Terms and Conditions set forth in Attachment A, and to abide by the *Oakland International Airport (OAK) Information Technology Standards of Practice – Revision 2 (Revised 2/10/2006)* as set forth in Attachment B which is incorporated herein and forms a part of this Permit.

**18. Waiver of Jury Trial.** PERMITTEE AND PORT DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATED TO, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, CONDITIONS AND COVENANTS OF THIS PERMIT.

**CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners**

By:   
Executive Director

**PERMITTEE: Advanced Wireless Group, LLC, a Florida limited liability company**

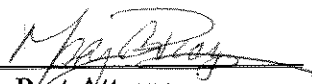
By:  4/4/12

Name: H. Scott Phillips

Title: President and CEO

**THIS PERMIT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL IT IS SIGNED BY PORT ATTORNEY**

Approved as to form and legality this  
21<sup>st</sup> day of May, 2012.

  
Port Attorney  
Port Ordinance No. 4188  
P.A. # 2012-187

## **ATTACHMENT A**

### **OTHER TERMS AND CONDITIONS OF SPACE/USE PERMIT**

#### **A. Maintenance of Assigned Space.**

(1) Permittee accepts the space, assigned under Section 3 of this Permit, hereinafter referred to as "Assigned Space," in its present condition, "as is", and subject to (i) all easements, covenants, conditions, restrictions, reservations, rights of way, liens, encumbrances and other matters of record, (ii) all matters discoverable by physical inspection of the Assigned Space or that would be discovered by an accurate survey of the Assigned Space, and (iii) all matters known to Permittee or of which Permittee has notice, constructive or otherwise. The taking of possession of the Assigned Space without providing the Port within 15 days a written notice of non-conformance shall, in itself, constitute acknowledgment by Permittee that the Assigned Space is in a condition satisfactory for its use, and that Port has not agreed to undertake any modifications, alterations or improvements to the Assigned Space except as specifically provided in this Permit. In the event that Permittee provides the Port with a notice of non-conformance, Permittee's sole remedy shall be termination of this Permit without fault of either party. The provisions of this Paragraph A(1) of Attachment A relating to termination shall apply only if this Permit is terminated pursuant to this provision. Permittee specifically acknowledges that except as otherwise may be expressly provided herein, Port has made no representations concerning the condition of the Assigned Space or the fitness of the Assigned Space for the Permittee's intended use, or the compliance of the Assigned Space with any federal, state or local building codes or ordinance or with any laws or regulations or guidelines regarding disabled or handicapped person, including without limitation the Americans With Disabilities Act of 1990. Notwithstanding the foregoing acknowledgment, Port acknowledges that the Permittee has not conducted an audit or inspection of the Assigned Space that would disclose the presence of, or contamination of the Assigned Space by, Toxic Materials and therefore, except as expressly provided in Paragraph Y of this Attachment A, the Permittee bears no responsibility for the removal, remediation or clean-up of Toxic Materials that were on the Assigned Space prior to Permittee taking possession thereof.

(2) Except as otherwise provided in Section 9 of this Permit, Permittee shall, at its own cost, keep and maintain the Assigned Space and all equipment, trade fixtures and other personal property located therein in first-class order, repair and lawful condition. If after thirty (30) days written notice from Port, Permittee has failed to commence and diligently pursue completion of any and all maintenance, replacement and repair which may be required to restore the Assigned Space and any of its improvements, fixtures, equipment and mechanical systems as a result of any loss or damage thereto, or which otherwise results from Permittee's use or occupancy of the Assigned Space (unless the Port's responsibility under Section 9 of this Permit, or caused by Port's sole negligence or willful misconduct), then Port shall have the right, but not the duty, to perform such maintenance, replacement and repair at Permittee's expense and Permittee shall reimburse Port for the actual, reasonable and reasonably documented costs within 30 days after Port's written demand. The performance of maintenance and repair by the Port shall in no event be construed as a waiver of the Permittee's duty to maintain and repair as herein provided. Unless the Airport General Manager's written approval has been first obtained in each

instance, Permittee shall not post any signs in the Assigned Space or at the Airport which are in public view, nor shall Permittee alter the point of supply of any utilities in the Assigned Space. Permittee shall not permit a work of visual art, as defined in 17 USC § 101, to be installed in the Assigned Space without providing Port with a written waiver, in form acceptable to Port, of the artist's rights under the Visual Artists Rights Act of 1990, Pub. L. 101-650, and without obtaining Port's prior written approval.

(3) Permittee may make alterations, additions or improvements to the Assigned Space only after Permittee has, at no cost to Port: (i) submitted complete plans and specifications therefore to Port and obtained Port's written approval thereof; (ii) secured all necessary building and other permits from Port, the City and other appropriate governmental agencies, and (iii) provided Port with such payment and performance bonds and builders all risk insurance in such form and amount and issued by such company or companies as set forth in Section 7 of this Permit and Paragraph K of Attachment A thereto. All such alterations, additions, or improvements shall be made in accordance with the plans and specifications approved by Port, and notwithstanding any such approval, shall comply with all applicable laws, regulations, ordinances and permits. Prior to the commencement of any work to be completed by Permittee in preparation or as a result of such alterations, additions, or improvements, Port may require Permittee to deposit with Port an amount determined by Port to be reasonably sufficient to reimburse Port for its costs related to any such incomplete construction. Prior to commencing any such alterations, additions or improvements, Permittee shall have obtained Port's written approval of Permittee's project plan, and Permittee shall coordinate all of such work with the Port's Tenant Construction Coordinator or other aviation or engineering staff designated in writing by the Port's Director of Aviation (or with the Port's contractor, if so directed in writing by the Port's Director of Aviation) so that Permittee's work will not interfere with or cause a delay in any other construction activities authorized by the Port. Permittee shall be liable for any costs or expenses incurred by Port arising out of Permittee's breach of its obligations under the prior sentence.

(4) Permittee shall establish to the reasonable satisfaction of the Port, as a prerequisite to the issuance of a permit from the Port for any building permit for the Assigned Space, that Permittee is in compliance with the Port's Non-Discrimination and Small Local Business Utilization Policy, as in effect at the time of such permit. Permittee shall pay for all labor done and materials furnished in any repairs, alterations, additions or improvements to the Assigned Space, and shall keep the Assigned Space free and clear of any liens or encumbrances of any kind whatsoever created by or through Permittee. If any such lien or encumbrance is filed, Permittee shall not be deemed to be in default if such lien or encumbrances has been removed of record within 45 days after written notice to Permittee of the filing thereof. If Permittee fails to do so, Port shall have the right and option, but not the duty, to pay or otherwise discharge, stay or prevent the execution of any lien or encumbrance. In such event, the Port shall not be deemed to have waived Port's right to declare Permittee in default under this Permit, and Permittee shall reimburse Port for the actual, reasonable and reasonably documented sums expended in connection with such lien or encumbrance, including Port's reasonable attorneys' fees and costs, and such reimbursement shall be due and payable within thirty (30) days after Port's written demand for any such payments, fees, or costs. Within ninety (90) days after Permittee's completion of any alterations, additions, or improvements within the Assigned Space, Permittee shall furnish to Port a set of reproducible, final "as built" drawings of all such

alterations, additions or improvements. Permittee waives the right to make repairs at the expense of Port, or in lieu thereof to vacate the Assigned Space, and waives the benefit of the provisions of Section 1941 and 1942 of the California Civil Code or any successor statute thereto and any other similar law now or hereafter in effect.

(5) Permittee shall at its own expense keep and maintain within the Assigned Space fire extinguishers and other portable fire fighting and emergency equipment of such number, type, and material as may be prescribed from time to time by the Airport Rules and Regulations, the Fire Prevention Bureau of the City, or other competent authority.

B. **Permittee's Property.** Any and all property belonging to, or brought onto the Airport by Permittee or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of Permittee. Subject to Port's prior right of approval, Permittee may place and install trade fixtures, equipment and other personal property in the Assigned Space for use in connection with its operations hereunder, and the same shall be and remain the property of Permittee during the Term of this Permit. Permittee shall, however, be responsible for the cost of repairing any damage to the Assigned Space or any other improvements of Port which are caused by the removal of any such trade fixtures, equipment and personal property. Notwithstanding the foregoing, however, if Permittee shall at any time be in default hereunder, then Port shall have the benefit of any statutory liens on Permittee's property located in the Assigned Space which are available to it under the laws of the State of California, and Permittee shall not remove or permit the removal of any of such property until all amounts secured by such liens have been paid and all other defaults under this Permit have been cured. In addition, if within thirty (30) days after the end of the Term or the earlier termination of this Permit, Permittee has not removed such property, Port shall have the right, at Permittee's expense, to remove and store or dispose of such property without liability to Permittee.

C. **Port's Right to Enter.** Port and its designated agents shall have the right to enter the Assigned Space at any reasonable time (and on prior written notice to Permittee, except in an emergency) for inspection, maintenance, repair, attending to emergencies or any other reasonable purpose, provided that Port will be responsible and liable for any damage to Permittee's equipment, trade fixtures and other personal property located in the Assigned Space caused solely by Port's gross negligence or wrongful misconduct.

D. **Utilities.** Permittee shall be responsible at its own cost and expense for obtaining and paying for (1) all utilities (including, without limitation, electricity, gas, water, telephone and sewer) used or consumed in the Assigned Space, and (2) subject to obtaining all approvals of the Port required by this Permit (including, but not limited to, Paragraphs A(2) and A(3) of this Attachment A), all sewer, water, gas, telephone, electrical and other utility extensions and/or connections between the Assigned Space and the main links.

E. **Access.** Permittee and its officers, employees, agents and invitees shall, subject to the reasonable rules and regulations of the Port, have the right of ingress and egress to and from the Assigned Space.

F. **Taxes and Assessments.** Permittee shall pay, on or before the due date established therefor, all taxes, assessments (including, without limitation, storm water utility

charges, and any business tax lawfully imposed by the City) and impact fees which are levied against or in connection with the Assigned Space, Permittee's interest therein and the property and improvements of Permittee for the Term hereof or attributable to Permittee's activities at the Assigned Space or at the Airport. If the Term of this Permit expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the Term of this Permit commences on a date other than the first day of such tax year, then except as otherwise provided below in this Paragraph F, Permittee shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Permit was in effect during such tax year by the total number of days that the Assigned Space was leased to tenants during such tax year. If this Permit is in effect for a period less than any entire period for which an assessment, other than a tax (including but not limited to any possessory interest tax), is imposed, Permittee shall pay a percentage of the assessment calculated by dividing the number of days this Permit was in effect during that assessment period by the total number of days in the assessment period. In addition, this Permit may create a property interest that is subject to property taxation, and Permittee, in whom the possessory interest is vested, may be subject to the payment of property taxes levied on such interest. If the taxing authority assesses to Permittee a possessory interest tax, then Permittee shall be responsible for paying the entire annual possessory interest tax without deduction or proration, notwithstanding the expiration or termination of the Term prior to the close of the tax year. Permittee acknowledges the foregoing and that the same constitutes a sufficient statement in accordance with the requirements of Section 107.6 of the California Revenue and Taxation Code. Permittee's obligations under this Paragraph F shall survive the expiration or earlier termination of this Permit. Nothing contained herein shall be construed as a release or waiver on the part of the Port, or the City, of the right to assess, levy or collect any license, personal, tangible, intangible, occupation or other tax, fee or assessment which they, or either of them, may lawfully impose on the business or property of Permittee.

**G. Rules and Regulations.**

(1) Permittee covenants and agrees to observe and comply with all rules and regulations of Port, including without limitation, the Airport Rules and Regulations, and all safety, security, and operations directives of Port's Director of Aviation or the Airport General Manager, which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport or the use of facilities at the Airport. Permittee further covenants and agrees to observe and comply with any and all present and future valid and applicable requirements of all duly-constituted public authorities (including, without limitation, Department of Transportation, the Department of Homeland Security, the Federal Aviation Administration, and the Transportation Security Administration) and with all present and future federal, state, and local statutes, ordinances and regulations, and all applicable provisions of the Charter of the City (including without limitation, Section 728 entitled "Living Wage and Labor Standards at Port Assisted Business") applicable to Permittee, the Assigned Space or the Airport. Permittee agrees to pay or reimburse Port for any fines which may be assessed against Port as a result of the violation by Permittee of any applicable security regulation at the Airport, which payment shall be made by Permittee within fifteen (15) days from receipt of Port's invoice for such amount and documentation showing that payment of such fine is Permittee's responsibility hereunder.



(2) Permittee agrees for itself, its successors and assigns that it will not make use of the Assigned Space in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Port reserves the right to enter upon the Assigned Space and cause the abatement of such interference at the expense of the Permittee. This Permit and all the provisions hereof 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 off at the Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

H. **Intentionally Omitted.**

I. **Indemnification.**

(1) Permittee agrees to indemnify, defend and hold completely harmless Port (including, without limitation, members of Port's Board of Commissioners), officers, employees and agents, from and against all liabilities (including, without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, et seq., or any other federal, state or local environmental statute, ordinance, regulation or rule, and any federal, state or local civil rights act, including acts regarding disabled or handicapped persons, including without limitation, the Americans with Disabilities Act), losses, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all reasonable costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable paralegal and attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels), which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of Port, or any property of, injury to or death of any person resulting from or arising out of the Permittee's use, occupancy, or maintenance of the Assigned Space or any improvements thereto, of Permittee's operations thereon, or the negligent or intentional acts or omissions of Permittee's officers, agents, employees, contractors, subcontractors, subtenants, or invitees or licensees (but excluding invitees or licensees who are merely subscribers to or customers of Permittee's wireless services), regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was caused solely by the gross negligence or willful misconduct of Port or its officers, employees, agents or representatives, or (ii) arising out of any allegation that Permittee has infringed on any Federal, state, or common law patent, trademark, copyright, or trade secret rights, or (iii) resulting from or arising out of the failure of Permittee to keep, observe or perform in all material respects any of the covenants or agreements in this Permit to be kept, observed or performed by Permittee, unless caused by Port's breach of its obligations under this Permit. In carrying out its obligations hereunder, Permittee shall use counsel reasonably acceptable to the Port Attorney. Port agrees to provide Permittee with prompt written notice of any claim for which Port will seek indemnification under this Paragraph I, but Port's failure to provide Permittee with such prompt written notice shall not release Permittee from its indemnification obligations under this Section, except to the extent that Port's failure increased the cost of such indemnification or prejudiced the defense. Port further agrees to allow Permittee to control the defense and settlement of any claim for which Port shall be fully indemnified by Permittee, and to reasonably cooperate with Permittee at Permittee's expense, in the defense of any such claim.

(2) The foregoing provisions of this Paragraph I of this Attachment A are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which Port otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by Permittee under this Permit.

(3) To the extent permitted by applicable law, Port agrees to indemnify, defend and hold completely harmless Permittee and Permittee's directors, officers and employees from and against all liabilities, losses, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including reasonable paralegal and attorneys' fees and at both trial and appellate levels), which may be incurred by, charged to or recovered from any of the foregoing, arising solely from Port's or Port personnel's gross negligence or willful misconduct.

(4) IF A PARTY BREACHES ITS OBLIGATIONS UNDER THIS PERMIT, THE BREACHING PARTY WILL BE RESPONSIBLE FOR ALL ACTUAL OR DIRECT DAMAGES ARISING OUT OF THAT BREACH OF CONTRACT (INCLUDING, IF THE PORT IS THE NON-BREACHING PARTY, ALL DAMAGES ARISING OUT OF THE PORT'S FAILURE TO RECEIVE THE MONTHLY PAYMENTS FOR THE TERM OF THIS PERMIT), BUT THE BREACHING PARTY WILL HAVE NO LIABILITY FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEPT FOR THOSE DAMAGES ARISING FROM THIRD-PARTY CLAIMS FOR WHICH THE BREACHING PARTY HAS AN OBLIGATION OF INDEMNITY UNDER PARAGRAPH I(1) OR I(3) OF THIS ATTACHMENT A. AS USED IN THIS PERMIT, "CONSEQUENTIAL DAMAGES" INCLUDES, BUT IS NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOST BUSINESS OPPORTUNITIES (BUT NOT UNPAID MONTHLY PAYMENTS), WHETHER OR NOT THE BREACHING PARTY SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

(5) The provisions of this Paragraph I shall survive the expiration or earlier termination of the Term of this Permit with respect to any acts or omissions occurring during the Term of this Permit.

J. **Waiver of Damage.** Permittee hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Assigned Space or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due solely to the gross negligence or willful misconduct of Port or its officers, agents or employees.

K. **Insurance Requirements.** Permittee shall, at its own cost and expense, purchase and maintain throughout the Term of this Permit the following insurance:

(1) **Business Automobile Liability Insurance.** Such insurance shall cover liability for all owned, non-owned and hired automobiles, trucks and trailers and shall provide coverage not less than that provided in the Business Automobile Liability policy ISO form

number CA 00011293, with a combined single limit of not less than \$1,000,000 each accident for bodily injury and property damage, except that such limit shall be \$5,000,000 each accident for vehicles operating in the South Field, the Air Operations Area ("AOA") or any active airfields of the Oakland International Airport. Such insurance shall name as additional insureds the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees; such insurance also shall contain a waiver of subrogation in favor of such additional insureds, and shall be primary insurance; no insurance or self-insurance of the Port shall be called upon to contribute to a loss. If Permittee's insurance company gives Permittee the right to select or recommend counsel, Permittee will select or recommend counsel reasonable acceptable to the Port.

(2) **Commercial General Liability Insurance.** Such insurance shall not be less than that provided in ISO Commercial General Liability Insurance occurrence form number CG 00011093. The limits of such insurance shall not be less than \$1,000,000 per occurrence, \$2,000,000 annual general aggregate, \$2,000,000 products and completed operations aggregate, \$1,000,000 personal and advertising injury and \$100,000 fire legal liability. Coverage shall also include Contractor's Pollution Legal Liability when work involves construction or digging. Such insurance shall name as additional insureds the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees, with additional insured coverage at least as broad as that provided in ISO endorsement CG 20 10 11/85, and shall be primary insurance; no insurance or self-insurance of the Port shall be called upon to contribute to a loss. Such insurance shall have a cross liability/separation of insureds provision and a waiver of subrogation in favor of the Port, its commissioners, officers, agents and employees. If Permittee's insurance company gives Permittee the right to select or recommend counsel, Permittee will select or recommend counsel reasonable acceptable to the Port.

(3) **Workers Compensation and Employers Liability Insurance.** Such insurance shall be statutory workers compensation coverage and also include employer's liability insurance in the amount of at least \$1,000,000 per accident, \$1,000,000 bodily injury each employee and \$1,000,000 policy limit for bodily injury by disease. Such insurance shall contain a waiver of subrogation in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.

(4) **Professional Liability Insurance.** Such insurance shall include Technology Errors & Omissions, Network Security, Media Liability and Privacy Liability Insurance covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering computer or information technology services, or from data damage/destruction/corruption, including without limitation, failure to protect privacy, unauthorized access, unauthorized use, virus transmission, denial of service and loss of income from network security failures in connection with the services provided under this Agreement with a minimum limit of five million dollars (\$5,000,000) each claim and annual aggregate.

If any of the above insurance is written on a claims-made basis, then such insurance shall be maintained for two (2) years after the termination of this Agreement.

(5) **All risk property Insurance.** Such insurance shall include all risk, replacement cost coverage for Permittee's additions, alterations to the leased space, Permittee's furniture, fixtures, equipment and include coverage for 15 months loss of rents. Such insurance shall include the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners as additional insured and loss payee as their interests may appear; such insurance also shall contain a waiver of subrogation in favor of such additional insured, and shall be primary insurance; no insurance or self-insurance of the Port shall be called upon to contribute to a loss.

(6) Port and Permittee hereby waive the provisions of California Civil Code Sections 1932 and 1933, and of any other statutes which relate to the termination of a lease when leased property is destroyed and agree that any such event shall be governed by the terms of this Permit.

(7) Permittee hereby waives any right which it may have against Port on account of any loss or damage occasioned to Permittee arising from any risk covered by the insurance that Permittee is required to carry under this Paragraph K or covered by any other insurance maintained by Permittee insuring the Assigned Space, its contents, or any improvements thereto.

(8) All policies of insurance required by this Permit to be maintained by Permittee or any sublessee shall be issued by insurance carriers whose financial condition is acceptable to Port, but in no event less than a Best rating of A-VII or better.

(9) **Cancellation or Reduction of Coverage.** The Permittee or its agent shall provide at least thirty (30) days' prior written notice to Port (except ten (10) days prior written notice shall be allowed for non-payment of premium) in the event any of the above required insurance is suspended, voided, canceled, or reduced in coverage or in limits.

If Permittee fails to provide the required insurance certificates and policies, the Port may without further notice and, at its option, (1) exercise the Port's rights under the terms of the Agreement or any other rights available to the Port; (2) procure such insurance coverage at Operator's expense and Permittee shall promptly reimburse the Port for such expense and (3) interrupt or limit Permittee's operations or occupancy.

(10) **Proof of Coverage.** Prior to commencing the services under this Agreement and annually thereafter, Permittee shall furnish a certificate of insurance, satisfactory to the Port of Oakland Risk Management Department, evidencing that the above insurance is in force in compliance with the terms of these insurance requirements, placed with insurance carriers financially acceptable to the Port, stating the name(s) of the insurance carriers, policy numbers, dates of expiration and limits of liability. In addition to the certificate of insurance, Permittee shall provide the Port of Oakland with copies of the actual insurance policies if requested by the Port of Oakland at any time. The Port reserves the right to approve or disapprove of any deductible or self-insured retention under any insurance required by the Agreement.

Written binders may be acceptable as interim evidence of insurance. Send certificates to:

Port of Oakland  
Attn: Risk Management Department  
530 Water Street  
Oakland, CA 94607  
Fax #: 510-627-1626 or  
Email: [risktransfer@portoakland.com](mailto:risktransfer@portoakland.com)

L. **Assignment and Subletting.** Permittee may not assign this Permit without the prior written consent of the Port, which consent may be granted or withheld in the exercise of the Port's reasonable discretion. For purposes of this Paragraph L, an assignment shall include, if the Permittee is a corporation (except if Permittee is a corporation whose stock is publicly traded), a limited liability company or other state-chartered entity, any dissolution, merger, consolidation or other reorganization of Permittee, or the sale, issuance or other transfer of a controlling percentage of the capital stock or other units representing ownership interests of Permittee, or the sale of more than 50% of the value of the assets of Permittee whether in one conveyance or cumulatively in the aggregate in more than one conveyance. The phrase "controlling percentage" means the ownership of and the right to vote, stock or other units representing ownership interests possessing at least 50% of the total combined voting power of all classes of Permittee's capital stock issues, outstanding, and entitled to vote for the election of directors, or at least 50% of the total combined voting power of all classes of other units representing ownership interests entitled to vote for the election of managers or entitled to vote on management matters of an entity managed by its members. If Permittee is a joint venture or a limited or general partnership, an assignment for purposes of this Paragraph L shall include a withdrawal, or change, voluntary, involuntary, or by operation of law, of any general partner or a dissolution of Permittee or any general partner of Permittee. Permittee shall indemnify and defend Port for, from and against any matters which arise as a result of Permittee's failure to disclose any relevant information about the Assigned Space to any assignee or sublessee of the Permittee. Notwithstanding anything contrary in this Permit, Permittee may, without the consent of the Port, assign this Permit to any entity controlling, controlled by or under common control with Permittee or to any entity that acquires substantially all of Permittee's assets, provided that (i) the assignee agrees in writing to assume and perform all of Permittee's obligations under this Permit, (ii) such written agreement expressly provides that Permittee shall not be released from its liability under this Permit, and (iii) a copy of such written agreement is provided to Port within thirty (30) days after its execution by Permittee and the assignee.

M. **Default.** In the event that Permittee shall fail to remit any payment due to Port under Section 4 of this Permit, or shall fail to submit any financial report required to be submitted in connection therewith, within ten (10) days after receipt by Permittee of Port's written demand, or shall fail, within the applicable time period provided in Paragraph T of this Attachment A below, to post any additional performance deposit required thereunder, or in the event that Permittee or any of its officers, employees, agents, invitees or licensees violates any other term, covenant or condition of this Permit and such violation continues for thirty (30) days after Port has given written notice thereof to Permittee, or if Permittee commits an Event of Default under any other agreement between Permittee and Port, or if Permittee makes a general arrangement or assignment for the benefit of creditors or becomes a "debtor" as defined in 11 U.S.C. § 101 or any successor statute (unless in the case of a petition filed against Permittee, the

same is dismissed within ninety (90) days), or if a trustee or receiver is appointed to take possession of substantially all of Permittee's assets located in the Assigned Space or of Permittee's interest in this Permit, where possession is not restored to Permittee within sixty (60) days, then in any such event Permittee will be in default under this Permit. On the occurrence of any such default, Port may elect to terminate this Permit (which termination shall only be evidenced by a written notice of termination from Port to Permittee) and resume possession of the Assigned Space, thereafter using the same for its own purposes without having to account to Permittee therefor; or Port may elect to retake possession of and relet the Assigned Space as agent for the Permittee, collecting and applying the proceeds first, toward the payment of all reasonable costs and expenses (including reasonable attorneys' fees) incurred in connection with such retaking and reletting, and next, toward the payment of any consideration and other charges due Port under this Permit, in which event Permittee shall be responsible for paying any deficiency to Port. In addition, Port shall have any and all other rights or remedies available to it under the applicable laws of the State of California by reason of any such default. Permittee hereby expressly waives any notice of default from Port not expressly required by this Permit as a prerequisite to surrender of possession of the Assigned Space. Any partial payment of any payment due to Port under Section 4 of this Permit from Permittee and accepted by Port shall not render ineffective any notice given by Port to Permittee pursuant to the terms of this Permit or California Code of Civil Procedure Section 1161, et. seq., or any successor statute thereto.

N. **End of Term.**

(1) Within thirty (30) days after the expiration or earlier termination of this Permit, Permittee shall deliver to Port possession of the Assigned Space and all of the Port's fixtures and equipment therein. If the Port has exercised its Purchase Option (described below) Permittee shall convey to the Port unencumbered title to and possession of all of the fixtures and equipment installed by Permittee in the Assigned Space, such fixtures and equipment of Permittee are referred to herein as "Permittee Property"). The Assigned Space (except for Permittee Property which shall be delivered "as is") shall be delivered to the Port all in substantially its original condition in all respects, and subject to the provisions of Paragraph DD below, reasonable use and wear excepted, and Permittee agrees to reimburse Port for the actual, reasonable and reasonably documented cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition reasonable wear and tear excepted. All alterations, additions and improvements made pursuant to Paragraph A of this Attachment A shall immediately become Port's property and, at the expiration or upon the earlier termination of this Permit, shall remain in the Assigned Space without compensation to Permittee.

(2) Within one hundred eighty (180) days, of the termination of this Permit, Permittee shall prepare a written list of the Permittee Property and the cost, and Port shall have an option to purchase the Permittee Property (the "Purchase Option"). In order to exercise the Purchase Option, Port must notify Permittee in writing no later than sixty (60) days prior to the end of the Term that is irrevocably exercising the Purchase Option. Payment shall be made in cash to Permittee no later than fifteen (15) days prior to the end of the Term.

**O. Holding Over.**

(1) To the extent expressly authorized by this Permit, Permittee shall have the right to occupy the Assigned Space for up to thirty (30) days after the expiration or earlier termination of this Permit on the same terms and conditions as provided in this Permit, but without paying the Monthly Payment to the Port for such period, provided that Permittee does not provide any of the Permitted Uses from the Assigned Space during such period. Except as otherwise expressly provided in the first sentence of this Paragraph O(1), if Permittee or any assignee or sublessee thereof continues to occupy the Assigned Space after the expiration or earlier termination of this Permit and Port has not objected thereto, such holding over shall be deemed a month to month Permit terminable on thirty (30) days notice given by either party (the "Hold-Over Permit") on the same terms and conditions as provided in this Permit, except the monthly rate during any such Hold-Over Permit shall be the monthly rate that is established from time-to-time by Port ordinance for a particular annual period of the Hold-Over Permit, or if the monthly rate for the Assigned Space is not established by a Port ordinance, then the monthly rate shall be fixed by Port's Director of Aviation from time-to-time by giving Permittee written notice thereof at any time not less than seven (7) days before the expiration of any monthly period, to be effective at the expiration of such month. At the end of the Term of this Permit, and at the end of every twelve months of the Hold-Over Permit thereafter ("Rate Adjustment Date"), the monthly rate in effect immediately before the Rate Adjustment Date shall be increased (but not decreased) by the percentage increase (but not decrease), if any, in the last Consumer Price Index (as hereinafter defined) published prior to the date of each succeeding Rate Adjustment Date. Such adjustment shall be in addition to any adjustment set by Port ordinance or fixed by Port's Director of Aviation. "Consumer Price Index" as used in this Permit means the Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items, San Francisco-Oakland-San Jose (1982-84 equals 100), of the Bureau of Labor Statistics of the United States Department of Labor, or the official successor of said Index. If said Index is changed so that the base year differs from the base year used in the last index published prior to the commencement of the Term of this Permit, the former Index shall be converted to the new Index in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. In addition to the terms above, Port's Director of Aviation, upon thirty (30) days written notice to Permittee, may change any of the other terms and conditions of the Hold Over Permit.

(2) Notwithstanding the foregoing, nothing contained in this Permit shall give Permittee any right to occupy the Assigned Space at any time after the expiration of the Term of this Permit or its earlier termination. Permittee acknowledges and agrees that upon such expiration or termination, it shall not be entitled to any relocation assistance or payment pursuant to the provisions of Title 1, Division 7, Chapter 16, of the Government Code of the State of California (Sections 7260 et seq.) or pursuant to any other laws or regulations with respect to any relocation of its business or activities upon the expiration of the Term of this Permit or upon its earlier termination or upon the termination of any holdover tenancy pursuant to this Paragraph O, and Permittee hereby waives and releases to Port all rights, if any, to which Permittee may be entitled under said provisions or other law or regulations.

(3) If Permittee or any assignee or sublessee thereof shall continue to occupy the Assigned Space after the Term of this Permit in any manner and the Port has objected

thereto, then the Port shall be entitled to double the monthly rate specified in Section 4 hereof, as then applicable to this Permit, and acceptance by Port of any sums after any such objection shall not constitute a renewal of this Permit or a consent to such occupancy, nor shall it waive Port's right of re-entry or any other right available to it under the laws of California or the provisions of this Permit.

P. **Tax Treatment.** Permittee agrees and hereby makes the irrevocable and binding election not to take for federal income tax purposes investment tax credits or depreciation on assets financed with the proceeds of tax exempt Port bonds or notes, unless Port otherwise expressly agrees in advance in writing signed by Port. Permittee also agrees at Port's request from time to time to execute such additional documents reasonably requested by Port or its bond counsel to effectuate and/or evidence said agreement and election. This agreement and election, and the obligation to execute said documents relative thereto is binding on each successor or assignee of Permittee. The parties do not agree in this Permit or presently contemplate that any assets will be financed with the proceeds of tax exempt Port bonds or notes.

Q. **Notice.** Any notice permitted or required to be given to Permittee hereunder shall be in writing and delivered either by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the address contained in Section 1 of this Permit or such other address as Permittee may, by written notice to Port given in accordance with the requirements of this Paragraph Q, direct from time to time. Any notice permitted or required to be given to Port hereunder shall be in writing and delivered either by hand to the Office of the Manager, Airport Properties Department, Oakland International Airport, Oakland, California, provided Permittee obtains a written acknowledgment of receipt therefor from Port, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

Manager, Airport Properties Department  
Oakland International Airport  
9532 Earhart Road, Suite 201  
Oakland, California 94621

or such other address as Port may, by written notice to Permittee given in accordance with the requirements of this Paragraph Q, direct from time to time.

R. **Sums Paid by Port.** If Port has paid any sum or sums or has incurred any obligation or expense which Permittee has agreed to pay or reimburse Port for, or if Port is required, or after five (5) days written notice to Permittee, elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of Permittee to perform or fulfill any of the terms or conditions of this Permit, then the same shall be deemed additional rent due hereunder and Permittee shall reimburse Port therefor within thirty (30) days after Port's written demand.

S. **Interest and Penalty on Sums Due Port.** Any sum payable by Permittee to Port under any provision of this Permit which is not paid for a period of ten (10) calendar days after it becomes due and payable shall be subject to a delinquency charge, for violation of this Permit and as liquidated damages, of \$50.00 plus a sum equal to 0.05% (five one-hundredths of one



percent) per day of such delinquent payment, but not to exceed the maximum interest rate permitted by applicable law, for each day from the date such payment became due and payable until payment has been received by Port. Unpaid delinquency charges that accrue shall be compounded monthly. The delinquency charges provided by this Paragraph S are in addition to all other remedies that Port may have that are provided by this Permit or otherwise by law or in equity with respect to any payment that has become due and has not been paid.

**T. Performance Deposit.**

(1) In the event that a performance deposit is required under Section 5 of this Permit, Permittee shall deposit such sum with Port upon execution of this Permit, which sum (and any additions thereto required hereunder) shall be by cash, certificates of deposit payable to Port, irrevocable letters of credit, or other similar interest-bearing instruments or securities, each in a form and from an issuer acceptable in Port's sole discretion. Any letter of credit provided as a performance deposit must be in the form of letter of credit attached hereto as Exhibit A. Unless the Port receives a written extension or replacement of the letter of credit at least sixty (60) days before the end of the term of the letter of credit, the Port without notice to Permittee may draw on the letter of credit and retain all proceeds as a cash performance deposit pursuant to the terms of this Paragraph. Such sum shall be retained by Port as security for the faithful performance of Permittee's obligation hereunder and under any other agreement between Port and Permittee. Permittee shall be obligated, within fifteen (15) days after Port's written demand, to increase the amount of the performance deposit by the same percentage increase, if any, in the amount of the Monthly Payment, determined pursuant to Section 4.1 of this Permit. Port shall have the right, but not the obligation, to apply said performance deposit to the payment of any sum due to Port which has not been paid, including, but not limited to, reimbursement of any expenses incurred by Port in curing any default of Permittee, or to the cost of restoring the Assigned Space or its furnishings, fixtures or equipment to substantially their original condition, and subject to the provisions of Paragraph DD below, reasonable use and wear excepted. In the event that all or any portion of the performance deposit is so applied, Permittee shall be obligated, within thirty (30) days after Port's written demand, to remit to Port the amount required to restore the performance deposit to its original sum. If said performance deposit shall not have been applied for any of the foregoing purposes, it shall be returned to Permittee, without interest, within ninety (90) days after the end of the Term or the end of any Hold-Over as described in Paragraph O of this Attachment A, whichever is later. Port will not pay any interest on the performance deposit.

(2) Any letters of credit provided to Port pursuant to this Paragraph T shall be confirmed by and payable at the counters of a bank in San Francisco or Oakland, California. If Port has not received a written extension or replacement of any such letters of credit or other security at least sixty (60) days before the end of the Term thereof, Port without notice to Permittee may negotiate the letters of credit or other security and retain all proceeds as a cash deposit pursuant to the terms of this Paragraph T.

(3) In the event that Permittee has another agreement or other agreements with Port that requires or require Permittee to maintain a deposit with Port, Permittee, at its election may satisfy the deposit requirements with a single non-cash deposit in a form acceptable to Port, provided that: (i) the deposit instrument describes each agreement to which it is intended

to apply, (ii) the deposit amount is not less than the aggregate of deposit requirements for all of the agreements to which the instrument applies and (iii) if the deposit is insufficient to satisfy the requirements of any of the agreements to which it applies, Permittee shall be in default of each and every agreement to which the deposit applies.

U. **Brokerage Commissions.** Unless otherwise expressly provided in a written addendum to this Attachment A executed by Permittee and Port, Permittee warrants that no real estate commission is payable by Port to any person or entity engaged by Permittee or otherwise claiming through Permittee in connection with this Permit, and Permittee hereby agrees to indemnify, defend and hold Port completely harmless from and against any and all liabilities, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable paralegal and attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels) incurred by Port as a result of any claims therefor.

V. **Port's Reserved Rights.**

(1) Port reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Assigned Space, and to run water, electrical, telephone, gas, drainage, communications and other lines over, under, across and through the Assigned Space and to grant necessary utility easements therefor. Port shall also have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Assigned Space and the fixtures, equipment and mechanical systems located therein.

(2) (a) Port reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may see fit, free from any and all liability to Permittee for loss of business or damages of any nature whatsoever to Permittee occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the Port or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Airport by Permittee and all others as Port may deem advisable, provided that Port may not unilaterally increase the Monthly Payment provided for in this Permit or impose additional charges on Permittee to provide the Permitted Uses at the Airport during the Term of this Permit.

(b) Permittee acknowledges that construction on the roads and other portions of the Airport during the Term may temporarily disrupt Permittee's use of the Assigned Space. Permittee agrees that Port will not be required to pay or credit any sums to Permittee to reimburse Permittee for any disruption or loss of use of the Assigned Space, and that, except as expressly provided in Paragraph V(2)(c) below, there will be no abatement in the rent or other amounts payable by Permittee to Port under this Permit.

(c) Notwithstanding the provisions of Paragraphs V(1), V(2)(a) or V(2)(b) above, in the event the Port materially interferes with Permittee's Permitted Uses for a period not less than forty-eight (48) consecutive hours in any given month (a "Port Delay"), then the Monthly Payment for such month shall be reduced on a pro-rata basis for each day of the Port

Delay after the initial forty-eight (48) consecutive hour period. For example, in the event Port materially interfered with Permittee's Permitted Uses for a period of seven (7) consecutive days, the Monthly Payment for such month would be reduced by a pro-rata amount equal to five (5) days of Monthly Payments. In order to qualify for such pro-rata reduction, Permittee must provide Port with prompt written notice of the Port Delay and the information, documentation, and support necessary for Port to remedy the Port Delay.

(3) Permittee covenants and agrees that this Permit shall be subject and subordinate to the provisions of any existing or future agreement between Port and the United States Government relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds or Passenger Facility Charges ("PFC's") for the development or operation of Airport. In the event that the Federal Aviation Administration or its successors shall require any modifications to this Permit as a condition precedent to the granting of such federal funds or PFC's, Permittee shall promptly consent in writing to such modifications, unless they impose additional costs or expenses on Permittee that are more than de minimus, in which event Permittee may terminate this Permit on thirty (30) days prior written notice to Port which must be given by Permittee to Port within sixty (60) days after Port's written request for such modifications, without liability to the Port that first accrues after the date of such termination.

(4) Permittee shall cooperate in implementing the goals of the Port's Employment Resources Development Program, hereinafter called the "ERDP" as set forth in the Port Resolution No. 26291, as amended to date. Permittee understands the Port's ERDP seeks to address the needs of the Port tenants and professional service providers for a qualified work force and the needs of Oakland's chronically unemployed and under-employed for employment, by identifying employment opportunities, by providing employment training and counseling for persons seeking such opportunities and facilitating the employment of those persons qualified to fill the jobs identified. Permittee understands that cooperation in implementing the goals of the Port's ERDP involves considering Port ERDP referrals consistent with relevant state and federal anti-discrimination regulations seeking to insure equal employment opportunity. Permittee shall provide to the Port's Executive Director or his or her designee copies of all solicitations or advertisements for employees at the Airport placed by or on behalf of Permittee, so that the Port may assist in providing Permittee with the names of qualified unemployed and under-employed residents of Oakland, including minorities, women, physically handicapped persons, and veterans seeking such employment or training opportunities through the Port's ERDP efforts.

**W. Discrimination Not Permitted.**

(1) During the performance of this Permit, the Permittee, for itself, its assignees and successors in interest agrees as follows:

(a) **Compliance with Regulations.** The Permittee shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Permit.

(b) Nondiscrimination. The Permittee, with regard to the work performed by it in accordance with this Permit at the Assigned Space, shall not discriminate on the grounds of race, color, sex, creed, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Permittee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Permit covers a program set forth in Appendix B of the Regulations.

The Permittee shall not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, actual or perceived sexual orientation, age, national origin, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status, in furnishing, or by refusing to furnish, to such person or persons the use of any public facility upon the Assigned Space, including any and all services, privileges, accommodations, and activities provided thereby.

(c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Permittee for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Permittee of the Permittee's obligations under this Permit and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports. The Permittee shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Port or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Permittee is in the exclusive possession of another who fails or refuses to furnish this information, the Permittee shall so certify to the Port or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of the Permittee's noncompliance with the nondiscrimination provisions of this Permit, after written notice from the Port to Permittee describing the alleged violation and giving Permittee a 30 day opportunity to cure such breach, the Port shall impose such Permit sanctions as it or the FAA may determine to be appropriate (provided, however, that nothing in this paragraph shall impose a notice or other requirement or limitation on the FAA), including, but not limited to:

(i) Withholding of payments to the Permittee under the Permit until the Permittee complies, and/or

(ii) Cancellation, termination, or suspension of the Permit, in whole or in part.

(f) Incorporation of Provisions. The Permittee shall include the provisions of paragraphs (a) through (e) in every subcontract directly related to the work to be performed in accordance with the Permit, including procurements of materials and leases of

equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Permittee shall take such action with respect to any subcontract or procurement as the Port or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Permittee becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Permittee may request the Port to enter into such litigation to protect the interests of the Port and, in addition, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

(2) The Permittee for itself, its 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 Assigned Space described in this 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, the Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(3) The Permittee for itself, its 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: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (ii) that in the construction of any improvements on, over, or under such Assigned Space and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (iii) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21. Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

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

(5) In furtherance of Port's long standing policy to insure that equal employment opportunity is achieved and nondiscrimination is guaranteed in all Port related activities, Permittee for itself and its successors in interest and assigns, as part of the

consideration hereof, does hereby covenant and agree with respect to Permittee's activities upon the Assigned Space only, and as a covenant running with the land:

(a) That Permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status. Permittee shall take affirmative action to ensure that applicants and employees are treated fairly. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Port's Equal Opportunity Employment Officer setting forth the provisions of this paragraph;

(b) That Permittee shall, in all solicitations or advertisements for employees placed by or on behalf of Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status;

(c) That Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Port's Equal Opportunity Employment Officer, advising the labor union or workers' representative of the Permittee's commitments under this paragraph, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) That Permittee shall not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, actual or perceived sexual orientation, age, national origin, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status in furnishing, or by refusing to furnish, to such person or persons the use of any public facility upon the premises, including any and all services, privileges, accommodations, and activities provided thereby;

(e) That Permittee shall maintain work force records showing male, female and minority employees by job category and similar information with respect to new hires and shall permit the Port's Equal Opportunity Employment Officer to inspect such records at all reasonable times and not less than annually and shall submit a summary of such information annually on a form provided by the Port;

(f) That if Permittee has fifteen (15) or more employees, Permittee shall within ninety (90) days of the effective date of this agreement provide the Executive Director or his designee with a copy of its affirmative action program outlining the steps the tenant will undertake to promote effective utilization of minorities, women, handicapped persons, and veterans approved by an appropriate federal or state agency or by the Port or an affirmative action program required as a result of a court ordered consent decree. Thereafter any change(s) in the Permittee's affirmative action program shall be forwarded to the Port within

thirty (30) days of its adoption. Such submissions shall be accorded the same level of confidentiality as provided for by the state or federal regulations or court order under which it was originally submitted;

(g) That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color, religion, sex, actual or perceived sexual orientation, age, national origin, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

(h) That Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, 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;

(i) That Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, as issued on February 7, 1980, or as subsequently amended by the United States Department of Transportation, Federal Aviation Administration. Permittee further assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Permittee assures that it will require that its covered suborganizations provide assurances to Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect; and

(j) Permittee agrees that it shall not discriminate against any professional service or vendor because of race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status; and that the Permittee shall, in all solicitations or advertisements placed by or on behalf of Permittee, for professional services, vendors or contractors, state that all qualified bidders will receive consideration on merit, without regard to race, color, religion, sex, national origin, age, physical or mental disability or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status.

(6) That Permittee's noncompliance with the provision of this clause shall constitute a material breach of this agreement. In the event of a breach of any of the above stated nondiscrimination and affirmative action covenants, the Port or the United States shall have the right to consider but not be limited to the following:

(a) The Port may terminate this Permit and re enter and possess the Assigned Space and the facilities thereon, and hold the same as if this Permit had never been made, without liability therefor; or

(b) The Port or the United States may seek judicial enforcement or said covenants.

The Port shall assist Permittee in preparing the required affirmative action program to secure equal employment opportunities whenever such assistance would be beneficial, and shall be available to advise and counsel Permittee in the implementation of Permittee's Affirmative Action Program.

(7) Should the Permittee authorize another person, with Port's prior written consent, to provide services or benefits from the Assigned Space or at the Airport, Permittee shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this Paragraph W. Permittee shall furnish the original or a true copy of such agreement to Port. Port may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and Permittee agrees that it will adopt any such requirement as a part of this Permit.

(8) If Permittee shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that Permittee shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.

**X. Federal Aviation Administration Requirements.**

(1) Permittee shall comply with all applicable regulations of the Federal Aviation Administration and the Transportation Security Administration relating to Airport security and shall control the Permitted Uses and the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

(2) Port reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Assigned Space, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

(3) Permittee expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Assigned Space in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

(4) Permittee agrees to require any lights in the Assigned Space to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing at or taking off from the Airport.



(5) Permittee expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Assigned Space which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport.

(6) Permittee agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform. This Permit confers no right on Permittee or any other person, firm or corporation to fuel aircraft at the Airport.

(7) Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession or other agreement covered by 49 CFR, Part 23, Subpart F or any successor regulation. Permittee also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and to cause those businesses to similarly include the statements in further agreements. This subparagraph (7) does not authorize the operation of a concession at the Airport that is not part of the Permitted Uses under Section 2 of this Permit.

#### **Y. Toxic Materials**

(1) The following terms when used in this Permit with the initial letter(s) capitalized, whether in the singular or plural, shall have the following meaning:

(a) "Agreement": means this Permit.

(b) "Clean-up": Evaluation, investigation, testing, feasibility studies, risk assessments, removal, disposal, remediation, containment, capping, encapsulating and monitoring of Toxic Materials and restoration of the Assigned Space.

(c) "Exempted Toxic Materials": Ordinary office and janitorial supplies and network equipment necessary for the conduct of Permittee's business in amounts reasonably necessary for their intended purpose, substances in cooling systems (e.g., refrigerators and air conditioning units), emergency backup batteries, or automobiles and the standard contents therein, used in the ordinary course of Permittee's permitted uses, and cargo handled at the Airport or transported by air carriers, so long as said items are stored, used, handled, transported and disposed of in accordance with all Laws; provided, however, that with respect to cooling systems and automobiles and the standard contents therein, Exempted Toxic Materials shall not include the storage or use of any Toxic Materials outside of a cooling system or an automobile; and further provided, however, that Exempted Toxic Materials shall lose their exemption and shall be treated as Toxic Materials in the event of any Release of such Exempted Toxic Materials.

(d) "Laws": All federal, state and local laws, statutes, ordinances, codes including the Uniform Fire Code as adopted by the City of Oakland, regulations and orders, relating to the handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release, treatment, and disposal of any Toxic Materials.

(e) "Permittee Representative": Permittee's agents, employees, contractors, subtenants, licensees or invitees (but not licensees or invitees who are merely subscribers to or customers of Permittee's wireless services).

(f) "Release": Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment.

(g) "Toxic Materials": (i) Substances that are toxic, corrosive, inflammable or ignitable; (ii) petroleum products, crude oil (or any fraction thereof) and their derivatives; (iii) explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related hazardous materials; (iv) noxious fumes, vapors, soot or smoke; and (v) substances which now or in the future are defined by applicable local, State or federal law as "hazardous substances," "hazardous materials," "hazardous wastes," "reproductive toxins," or "toxic substances," or regulated under applicable local, state or federal law, including those so defined in or regulated under any of the following: 15 U.S. Code Section 2601, et seq. (the Toxic Substances Control Act); 33 U.S. Code Section 1251, et seq. (the Federal Water Pollution Control Act); 42 U.S. Code Section 6901, et seq. (the Resource Conservation and Recovery Act); 42 U.S. Code Section 7401, et seq. (the Clean Air Act); 42 U.S. Code Section 9601, et seq. (the Comprehensive Environmental Response, Compensation and Liability Act); 49 U.S. Code Section 1801, et seq. (the Hazardous Materials Transportation Act); California Health & Safety Code ("H&S Code") Section 25100, et seq. (Hazardous Waste Control); H&S Code Section 25300, et seq. (the Hazardous Substance Account Act); H&S Code Section 25404 et seq. (Unified Hazardous Waste and Hazardous Materials Management Regulatory Program); H&S Code Section 25531 et seq. (Hazardous Materials Management); H&S Code Section 18901 et seq. (California Building Standards); California Water Code Section 13000, et seq. (the Porter-Cologne Water Quality Control Act); local fire codes; the regulations adopted and promulgated pursuant to such statutes, and any regulations adopted pursuant to such statutes after the Effective Date of the Agreement, as well as any subsequently enacted federal or California statute relating to the use, release or disposal of toxic or hazardous substances, or to the remediation of air, surface waters, groundwater, soil or other media contaminated with such substances; and any other substance designated by Port as a Toxic Material, upon a finding by the Executive Director and notice to Permittee, that the substance poses a hazard to human health, safety, or the environment.

## (2) General Prohibitions.

(a) No Toxic Materials; Exceptions: Permittee shall not cause or permit any Toxic Materials to be brought upon, remain, kept or used in or about the Assigned Space or other Port property during the Term of this Agreement by Permittee or any Permittee Representative, except for (i) Exempted Toxic Materials or (ii) Toxic Materials approved in advance and in writing by Port's Executive Director or Deputy Executive Director in the exercise of his or her sole discretion.

(b) Storage Tanks: Permittee shall not install, operate or remove any underground storage tank, above ground storage tank or other storage facility whatsoever containing Toxic Materials (except Exempted Toxic Materials) without the prior written

approval of Port's Executive Director or Deputy Executive Director, which approval may be given, conditioned, or withheld in the exercise of his or her sole discretion. Any such installation, operation or removal of such tanks or other storage facilities shall be subject to all of the other applicable provisions of this Paragraph Y. Port shall not install, operate, or store any Storage Tanks in Permittee's Assigned Space without the prior written approval of Permittee, which approval may be given, conditioned or withheld in the exercise of Permittee's sole discretion.

(c) Wells and Groundwater: Permittee shall not install, operate or remove any well, or use any groundwater, on the Assigned Space without the prior written approval of Port's Executive Director or Deputy Executive Director, which approval may be given, conditioned, or withheld in the exercise of his or her sole discretion. Any such installation, operation, removal or use shall be subject to all of the other applicable provisions of this Paragraph Y.

(3) Compliance With Laws. Permittee shall comply, at its sole cost, with all Laws relating to Toxic Materials. It shall be the sole obligation of Permittee to obtain and maintain any permits and approvals required pursuant to such Laws.

(4) Disposal of Toxic Materials. Permittee shall not dispose of any Toxic Materials, regardless of quantity or concentration, within the storm and/or sanitary sewer drains and plumbing facilities within the Assigned Space, or other property of Port unless such disposal is in accordance with a properly issued federal, state or local permit and such disposal has been approved by Port's Executive Director Deputy Executive Director in the exercise of his or her sole discretion. All disposal of Toxic Materials shall be in approved and labeled containers and removed from the Assigned Space in compliance with all Laws and only by duly licensed and insured carriers in compliance with all Laws.

(5) Material Safety Data Sheets. Permittee shall maintain Material Safety Data Sheets, as required under the Hazard Communication Standard in 29 CFR §1910.1200, and any other Laws. Such information shall be kept current at all times and shall be kept in a place accessible to Port and other regulatory agencies including the Oakland Fire Department at any time for inspection and in the event of emergency.

(6) Clean Water Act; NPDES Permits and SWPPPs. Permittee shall comply with all Laws regarding discharges to water and land, including without limitation obtaining and complying with an individual National Pollutant Discharge Elimination System ("NPDES") permit, requesting coverage under and complying with any applicable General Permit and preparation and complying with a site-specific Storm Water Pollution Prevention Plan ("SWPPP") or any revisions to an SWPPP, with respect to Permittee's operations or activities on the Assigned Space.

(7) Entry and Inspection.

(a) Port's Entry and Inspection Rights. Port and its authorized representatives and consultants shall have the right, but not the obligation, to enter the Assigned Space at any reasonable time, (i) to confirm Permittee's compliance with the provisions of this

Paragraph Y, including the right to physically investigate the condition of the Assigned Space and review all permits, reports, plans, and other documents regarding the use, handling, storage or disposal of Toxic Materials, and (ii) to perform Port's obligations under this Paragraph Y. Port's said right shall include the right to inspect, investigate, sample and/or monitor the Assigned Space, including any air, soil, surface water, groundwater or other sampling or any other testing, digging, drilling or analysis to determine whether Permittee is complying with the terms of this Paragraph Y. Permittee shall pay the costs of Port's consultants' fees and all other costs incurred by Port if said fees and costs result from Permittee's failure to carry out its obligations under this Paragraph Y. Port shall use reasonable efforts to minimize any interference with Permittee's business caused by Port's entry onto the Assigned Space, but Port shall not be responsible for any interference caused thereby. Port shall be responsible and Permittee shall not be liable for releases of Toxic Materials into Permittee's Assigned Space by Port's employees, consultants, contractors, agents or representatives.

(b) **Environmental Audit.** Port shall have the right, but not the obligation, to require, annually during the Term of this Agreement and again within thirty (30) business days after the expiration or earlier termination of the Term, that a detailed review ("Environmental Audit") be undertaken, at Permittee's expense, to determine whether the Assigned Space and Permittee's and Permittee's Representatives' use, handling, storage or disposal of all Toxic Materials comply with this Paragraph Y; provided, however, that if such Environmental Audit shows that Permittee and Permittee's Representatives have so complied with this Paragraph Y, Port shall reimburse Permittee's actual, reasonable and reasonably documented out-of-pocket cost of the Environmental Audit. The Environmental Audit shall be conducted by independent, qualified, licensed environmental consultants selected by Permittee and pre-approved by Port, which approval will not be unreasonably delayed, conditioned or withheld. The Environmental Audit shall include an inspection of the Assigned Space, interviews with the occupants of the Assigned Space and any other matters which the consultants believe, in the exercise of their professional judgment, are reasonably necessary to ascertain whether the Assigned Space are in compliance with this Paragraph Y, including the installation of monitoring wells, and the sampling and analysis of soil, surface water and groundwater. Permittee shall fully cooperate with the consultants and comply with all information requests. After the completion of the Environmental Audit, a written report shall be prepared and copies shall be distributed to both Permittee and Port.

(c) **Required Compliance.** If the Assigned Space is not in compliance with this Paragraph Y, Permittee shall, at its cost, promptly take all action necessary to bring the Assigned Space into compliance, including all Clean-Up.

(8) **Indemnity.**

(a) **Basic Obligation.** Permittee shall be solely responsible for and shall indemnify, protect, defend (with counsel acceptable to Port) and hold harmless Port and Port's Commissioners, agents, employees, representatives, contractors, Port designated secondary users of the Assigned Space, directors and officers (collectively hereinafter referred to as the "Indemnitees") from and against any and all claims, costs, penalties, fines, liabilities, losses, including without limitation: (i) diminution in value of the Assigned Space and of any other Port property; (ii) damages for the loss or restriction on use of rentable or usable space or

of any amenity of the Assigned Space (including, without limitation deed restrictions), or any other Port property; (iii) damages arising from any adverse impact on marketing of space in the Assigned Space or other Port property; (iv) Permittee's responsibilities, if any, for pre-existing contamination as described in subsection (h) hereinbelow; (v) increased costs of maintenance, construction, repairs or major improvements to the Assigned Space, or any other Port property; (vi) stigma damages; (vii) Clean-up costs; and (viii) sums paid in settlement of claims, paralegal and attorneys' fees, consultant fees and expert fees, damages, injuries, causes of action, judgments, taxes and expenses which arise during or after the Term of this Agreement as a result of Permittee's failure to comply with Permittee's obligations under this Paragraph Y or the receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, presence, suspected presence, threatened or actual discharge, release or disposal of Toxic Materials, in, upon or about the Assigned Space or other Port property, by Permittee or by any Permittee Representative or by any other known third party, and with respect to all exclusive use (rather than preferential or common use) Assigned Space, unknown third party, during the Term of this Agreement.

(b) Notice and Opportunity. Port shall give to Permittee reasonable written notice of Port's knowledge of Toxic Materials affecting the Assigned Space, and Port's knowledge of any third party's claim in relation thereto, for which Permittee may be responsible hereunder. In addition, subject to the limitations and conditions set forth in subsection (e) below, Port shall allow Permittee a reasonable opportunity to promptly and diligently indemnify, protect, and defend Port, and to undertake appropriate Clean-up for which Permittee is responsible hereunder; provided, however, that all Clean-up activities by Permittee or any Permittee Representatives shall be with Port's prior written approval.

(c) Action. Permittee's indemnification obligation under this section shall commence in no event later than any notice of any claim whether by regulatory notice (which shall be deemed to include without limitation notice by a governmental agency of an informational request, or to take investigative, remedial, removal or other action), threatened legal action, arbitration, mediation, administrative proceeding or lawsuit ("Action").

(d) Notice; Defense of Action. Port shall within a reasonable time after receipt of notice of an Action or after Port otherwise has discovered an event or condition which would give rise to Permittee's indemnification obligation hereunder, give written notice to Permittee. The failure to so notify Permittee shall not relieve Permittee of any liability it may have to Port, except to the extent the amount of such liability is increased as a result of such failure. Port shall give written notice to Permittee of the commencement of an Action, and except as otherwise provided in Paragraph Y8(f) below, Permittee shall assume control of the defense of any Action brought against Port, and Permittee shall be responsible for payment and/or reimbursement of all reasonable defense costs. Defense costs shall include all legal and reasonable paralegal and attorneys fees (including costs attributable to in-house paralegals and attorneys), legal overhead costs, court costs, fees and costs of experts retained as consultants or expert witnesses, in-house environmental staff costs, fees and costs charged by governmental entities for such items as oversight or review fees. The defense of an Action shall be deemed to include pre-litigation defense costs, the response to any request, directive or order by a governmental agency, and the cost associated with tendering claims to insurance carriers for defense and indemnity. Permittee and Port shall cooperate with each other in the defense against

any Action, including, without limitation, the tendering of claims to Permittee's insurance carriers for defense and indemnity.

(e) Settlements. No compromise or settlement of any Action affecting the Assigned Space may be effected by Permittee without Port's written consent.

(f) Right to Defend. With respect to any Action by a governmental agency, and with respect to all other claims as to which Port determines in good faith that there is a reasonable probability that such Action or claim may materially and adversely affect Port other than as a result of monetary damages or that the monetary damages are likely to exceed the amount which Permittee is obligated to indemnify under this Paragraph Y, Port may, by written notice to Permittee, assume the exclusive right to defend, compromise or settle such Action without prejudice to its rights to indemnification under this Paragraph Y and payment by Permittee of all reasonable defense costs; provided, however, that Port shall not settle such Action without Permittee's written consent which shall not be unreasonably withheld or delayed.

(g) Survival. Permittee's indemnification obligation under this Paragraph Y shall survive expiration or other termination of this Agreement.

(h) Pre-Existing Contamination. Notwithstanding any other provision of this Paragraph Y, Permittee shall not be responsible for any Toxic Materials that were on the Assigned Space prior to Permittee's taking possession, except as follows: (1) Permittee shall be responsible for any such Toxic Materials to the extent that the scope, boundaries or level of contamination, or the cost of Clean-up, is increased as a result of Permittee's failure, after Permittee knows, or has a reasonable basis to believe that Toxic Materials are on the Assigned Space, promptly and reasonably to (A) notify Port in writing of such Toxic Materials, (B) take precautionary measures to alter its operations and the activities of Permittee's Representatives and of other parties within Permittee's reasonable control on the Assigned Space in order to assure that such operations or activities do not increase such scope or cost; and (C) provide Port prompt and adequate access to the Assigned Space in order to undertake all Clean-up activities that Port, at its sole discretion, may take; (2) Permittee shall be responsible for any such Toxic Materials on the Assigned Space prior to Permittee's taking possession if such Toxic Materials were present on the Assigned Space due to the negligent or intentional acts or omission of Permittee or any Permittee Representative; and (3) Permittee shall be responsible for any Toxic Material that is discovered, released or disturbed as the result of any excavation or other subsurface activity made or undertaken on the Assigned Space by Permittee or any Permittee Representative, unless Port has given to Permittee in writing prior approval for such excavation or subsurface activity including the workplan for such excavation or subsurface activity (which approval may be given or withheld in Port's sole discretion and which approval may also be conditioned upon Permittee's compliance with Port's directive to modify Permittee's excavation or subsurface activity plans so as to minimize the excavation, release or disturbance of Toxic Materials on, under or beneath the Assigned Space).

(9) Clean-up. If Permittee or any Permittee Representative, and with respect to all exclusive use (rather than preferential or common use) Assigned Space, any other known or unknown persons (except the Indemnitees), causes contamination of surface water, groundwater or soil or other portions of the Assigned Space or other Port property by Toxic

Materials, then Permittee shall promptly take any and all actions necessary for Clean-up of such contamination. Prior to taking such action, except in the case of an emergency, Permittee shall provide Port with written notification of all actions proposed to be taken by Permittee, and shall proceed with such action only upon receipt of approval by Port for such action. If Permittee fails to take such action after approval by Port, or if Port does not approve Permittee's proposed action, Port may, but shall not be obligated to, take Clean-up actions. In such event, all costs incurred by Port with respect to such Clean-up activities shall be for the account of Permittee.

(10) Notices. In addition to Permittee's obligations to report spillage, discharge, release and disposal of Toxic Materials to local, state and federal agencies, Permittee shall immediately provide Port with telephonic notice, which shall later promptly be confirmed by written notice, of any and all spillage, discharge, release and disposal of Toxic Materials onto or within the Assigned Space or other Port property and any injuries or damages resulting directly or indirectly therefrom, regardless of whether reporting to a governmental agency is required. Further, Permittee shall deliver to Port each and every notice or order received by Permittee or any Permittee Representative from governmental agencies concerning Toxic Materials and the possession, use and/or disposal thereof promptly upon receipt of each such notice or order.

(11) Fees, Taxes and Fines. Permittee shall pay, prior to delinquency, any and all fees, taxes (including excise taxes) and fines which are charged upon or incident to any responsibility of Permittee under this Paragraph Y, and shall not allow such obligations to become a lien or charge against or upon the Assigned Space or Port.

(12) Delivery of Documentation.

(a) Copies to Port. If Permittee makes any disclosure, or provides any report, to any governmental agency concerning Permittee's storage, use, generation or disposal of Toxic Materials on the Assigned Space or other Port property, Permittee shall concurrently also provide a copy of such disclosure or report to Port.

(b) Business Plan. At any time that Permittee's business conducted within the Assigned Space or on other Port property requires the establishment and implementation of a business plan pursuant to California Health and Safety Code §25500 et seq. or any other Laws concerning the handling of Toxic Materials, or to prepare an inventory pursuant to any Laws, Permittee shall (i) timely comply with such requirement, (ii) promptly give written notification to Port that Permittee's business is subject to the business plan requirement of the Code or other Laws, (iii) promptly advise Port whether the business is in compliance with the Code and other Laws, and (iv) simultaneously deliver to Port and the appropriate regulatory agency any such business plan.

(c) Clean Water Act Documents. Permittee shall deliver to Port a copy of all registration forms, reports, policies, its site-specific SWPPP, any revised or updated SWPPP and documents submitted to a government agency or prepared or maintained by Permittee, required to be prepared pursuant to the Clean Water Act that relates to the Assigned Space or other Port property.

(d) Proposition 65. Permittee shall deliver to Port a copy of any notices posted, distributed or published pursuant to Proposition 65, Chapter 6.6, Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code section 25249.5 et seq. that relates to the Assigned Space or other Port property.

(e) Documents. Permittee shall maintain for periodic inspection by Port and deliver to Port upon Port's written request (unless required by other provisions of this Paragraph Y or by the Laws without the stated requirement for a Port request) true and correct copies of the following documents (hereinafter referred to as the "Documents"), related to the handling, storage, disposal and emission of Toxic Materials on the Assigned Space or other Port property, concurrently with the receipt from or submission to a governmental agency:

Permits; approvals; spill reports; reports and correspondence; storage and management plans; spill prevention control and countermeasures plans; other spill contingency and emergency response plans; documents relating to taxes for toxic materials; manifests for disposal or treatment of Toxic Materials; notice of violations of any Laws; plans relating to the installation of any storage tanks to be installed in, under or around the Assigned Space; and all closure plans or any other documents required by any and all federal, state and local governmental agencies and authorities for any storage tanks or other facilities installed or Toxic Materials located in, on or under the Assigned Space.

Permittee is not required, however, to provide Port with any portion(s) of the Documents containing information of a proprietary nature which, in and of itself, does not contain a reference to any Toxic Materials or hazardous activities which are not otherwise identified to Port in such Document, unless any such Document names Port as an "Owner" or "Operator" of the facility in which Permittee is conducting its business. It is not the intent of the foregoing, unless necessary for Port to comply with Laws or to enforce provisions of this Agreement or otherwise secure Port's rights, to provide Port with information which could be detrimental to Permittee's business should such information become possessed by Permittee's competitors.

(13) Expiration of Term of Agreement.

(a) Periodic Monitoring; Surrender. Permittee regularly shall monitor and inspect the Assigned Space and all activities thereon with the objectives of discovering any Toxic Material that Permittee is required under the terms of this Paragraph Y to Clean-up or to remove within 30 days after the expiration or earlier termination of the Term and of making reasonable and adequate provisions for assuring that removal of any Toxic Materials is accomplished before such expiration or termination. This subparagraph is not intended to and shall not be construed to delay any Clean-up that is required by Laws or other provision of this Paragraph Y to be undertaken before the expiration or earlier termination of the Term. In all cases where reasonably possible, before such expiration or earlier termination, and in all other cases within thirty (30) days after the expiration or earlier termination of this Term, Permittee



shall take any and all action required to be taken under this Paragraph Y and the Laws in order to (i) surrender the Assigned Space to Port in a condition which would be completely free of any and all Toxic Materials for which Permittee has Clean-up responsibility under this Agreement, and (ii) close or remove any storage tanks in, on or under the Assigned Space installed or operated by Permittee or any Permittee Representative unless an alternative arrangement has been approved by Port's Executive Director or Deputy Executive Director in the exercise of his or her sole discretion (said items (i) and (ii) herein referred to as "Agreement Closure").

(b) Intentionally Omitted.

(c) Extension of Term. If Permittee does not surrender the Assigned Space in the condition required and complete any required remediation of Toxic Materials, closure or removal of storage tanks required to be removed by this Paragraph Y, or Agreement Closure within thirty (30) days after the expiration or earlier termination of the Term, then Port shall have the option either (a) to extend this Agreement for the period of time necessary for Permittee to bring the Assigned Space to such condition, and/or clean up or remediate the Toxic Materials or close or remove storage tank(s), subject, however, to Port's reserved right at the Port's election to terminate the Agreement, as so extended, at any time upon at least 30 days prior written notice to Permittee, and Permittee diligently shall pursue to completion during such extension all work necessary to remove all Toxic Materials, for which Permittee is responsible, from the Assigned Space and/or to close or remove storage tank(s), or (b) not to extend the Agreement. Permittee shall notify Port in writing promptly after Permittee becomes aware that Permittee likely will not complete required work before the thirtieth (30<sup>th</sup>) day after the expiration or earlier termination of the Term. Absent contrary written notice from Port to Permittee (whether or not Permittee has given Port Permittee's said notice that Permittee likely will not timely complete said work), Port shall be presumed to have elected to extend this Agreement if Permittee has not completed said work. If Port does not extend this Agreement, Port shall provide Permittee with reasonable access to the Assigned Space so that Permittee can fulfill its obligations under this Paragraph Y, which Permittee agrees to pursue diligently to completion.

(d) Closure Plans. Permittee shall submit to Port for review, comment and approval its closure plans relating to Agreement Closure and to the remediation of Toxic Materials or to the closure and removal of any storage tanks at least twenty one (21) business days prior to the commencement of the work.

(e) Certificates. Within thirty (30) days after the expiration or earlier termination of the Term, Permittee, at its sole cost, shall remove and remediate all Toxic Materials, for which Permittee has Clean-up responsibility under this Agreement, from the Assigned Space and shall provide a certificate to Port certifying that there are no Toxic Materials in, on or about the Assigned Space and Certificates of Closure from all appropriate governmental regulatory agencies, including but not limited to the Cal/EPA, Department of Toxic Substances Control, the San Francisco Bay Region, Regional Water Quality Control Board, the Alameda County Health Care Services Agency, and the City of Oakland. If Permittee fails to so surrender the Assigned Space as required herein, Permittee shall indemnify, protect, defend and hold Port harmless from all damages in connection with the condition of the Assigned Space such as damages occasioned by the inability to re-let the Assigned Space or a reduction in the fair market

and/or rental value of the Assigned Space by reason of the existence of any Toxic Materials in or around the Assigned Space, as more fully set forth above.

(f) Storage Tanks. Permittee shall have no right to install underground and/or aboveground storage tanks in or on the Assigned Space.

(g) Compensation During Extension. In the event the Agreement is extended pursuant to the foregoing provisions, then during the period of extension, all of the terms of the Agreement shall continue to apply except that the amount of any fixed monthly rent under the Agreement shall be increased 10%. Port may increase the amount of any fixed monthly rent under the Agreement by up to an additional 10% for each six-month period, or portion of a six-month period, that the Term extends beyond the scheduled expiration or termination date. If the Agreement is not extended, or if extended, it subsequently is terminated by Port, Permittee shall remain obligated diligently to pursue to completion all work necessary to free the Assigned Space of all Toxic Materials for which Permittee is responsible and/or to close or remove storage tank(s), and until the completion of all of said work, all of the indemnity, liability insurance and security/performance deposit provisions of this Agreement shall continue to apply and shall be binding upon Permittee notwithstanding the expiration or termination of the Agreement.

(14) Consultants and Contractors. All consultants or contractors performing work on behalf of Permittee concerning Toxic Materials on the Assigned Space or other Port property shall be qualified and licensed to undertake the applicable work and as to any consultants or contractors selected by Permittee, Port shall be notified of the selected consultants or contractors at least ten (10) business days prior to the commencement of any work by such consultants or contractors (except in an emergency, in which case Port shall be notified within one (1) business day after the selection of the consultants or contractors). All work shall be performed in a good, safe and workmanlike manner and, with regard to work performed at or near the end of the Term, in a manner that will not interfere with Port's use, operation, leasing or sale of the Assigned Space or other Port property.

(15) Spill Response Plan. Permittee shall at all times maintain with Port and post in an appropriate location on the Assigned Space a complete copy of spill notifications forms required from time-to-time by Port. Permittee shall comply with all notification and procedural requirements for Port tenants set forth in any applicable Port spill plan in effect from time-to-time.

(16) Asbestos Notification. Permittee shall comply with all asbestos notification requirements, asbestos management plans, and asbestos handling requirements required by the Laws and as set forth in (but not limited to) Health and Safety Code Section Chapter 10.4 Asbestos Notification, sections 25915, et seq. Permittee is required to provide written notice to its employees of known asbestos containing materials. Permittee is also required to enact asbestos management plans, and post warnings with respect to any construction, maintenance or remodeling conducted in the building area where there is a potential for employees to come into contact with, or release, or disturb asbestos or asbestos containing construction materials. Permittee shall comply with asbestos survey and monitoring

requirements as required by the Laws. Port shall provide Permittee with any asbestos notification required by the Laws as reasonably interpreted by the Port.

(17) Port's Claims. Nothing in this Paragraph Y shall be construed to prohibit or restrict Port from pursuing any and all claims, causes of action, proceedings, and the like, against insurance carriers and against any other person or entity which Port may believe caused or otherwise contributed to the claims, demands, causes of action, damages and liabilities of any kind arising directly or indirectly out of any Toxic Materials on the Assigned Space or other Port property.

**Z. Prevailing Wage Requirements.**

(1) Permittee agrees that in the performance of work under this Permit, if applicable, Permittee shall comply with:

(a) The Public Work Prevailing Wage Requirements, which are the applicable prevailing wage requirements of California Labor Code Sections 1720 et seq. and Port Ordinance No. 1606, as amended, and which generally apply to Construction (as hereafter defined), costing more than \$1,000.00, which is made on or to Port property and the cost of which is paid for in whole or in part by Port's advance or reimbursement to Permittee or by credit against rent or other sums due Port; and

(b) The Private Work Prevailing Wage Requirements of this Permit which generally apply to all Construction, other than Construction to which the Public Work Prevailing Wage requirements apply, which is made on or to Port property, costing more than \$50,000.00.

(2) "Construction" as used herein shall apply to construction, alteration, demolition or repair work, and the laying of carpet and maintenance work, provided, that Private Work Prevailing Wage Requirements shall not apply to maintenance work. "Construction" includes all construction of building core and shell, building annexes, tenant improvements and public works that are within the customary jurisdiction of the construction trades and crafts, whether performed on- or off-site. Off-site work, performed by Materialmen, as defined under California Law, is not included in the term "Construction".

(3) The Private Work Prevailing Wage Requirements shall not apply to tenant improvements costing less than \$50,000.00, nor to tenant improvements for which the initial building permit for such work is issued more than one year after the certificate of occupancy is approved on the core and shell. The \$50,000.00 cost shall be adjusted annually pursuant to the Consumer Price Index.

(4) The following provisions of this subparagraph apply only if, and to the extent that, the prevailing wage requirements are applicable.

(a) The prevailing wage requirements shall apply to the employees of any employer including Permittee, any tenant of Permittee, any general contractor or subcontractor or other contractor engaged in construction of any improvements in the Assigned Space or at the Airport for Permittee, including their successors and assignees, but shall not

apply to supervisory or managerial personnel or to persons employed in the rental, operation or (in the case of Private Work Prevailing Wage Requirements only) maintenance of the Assigned Space.

(b) Permittee shall cause the provisions of this subparagraph to be incorporated into each contract and subcontract, and lease agreement which would be subject to this subparagraph. In the event the provisions are not so incorporated, Permittee shall be liable to the worker in any action or proceeding for the difference between the prevailing wage rate required to be paid and the amount actually paid to the worker, including costs and attorney fees, as if Permittee were the actual employer.

(5) The prevailing wage requirements of this Paragraph Z will be monitored and enforced by Port. In addition to any other rights provided by California law to recover compensation, a worker that has been paid less than the prevailing wage rates shall have a right to commence an action or proceeding against the employer of the worker for the difference between the prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which the worker was paid less than the compensation required to be paid under the provisions of this subsection. No issue other than that of the liability of the employer for the amount of unpaid wages allegedly due shall be determined in such action or proceeding, and the burden shall be on the employer to establish that the amounts demanded are not due. A worker recovering any or all of the wages claimed to be due shall recover his costs and attorney fees in securing such recovery. Nothing in this Paragraph Z shall preclude its enforcement by the California Division of Labor Standards Enforcement.

(6) Nothing in this Permit shall prevent the employment of any number of properly registered apprentices, as defined in Chapter 4, Division 3 of the Labor Code. Every such apprentice shall be paid not less than the standard wage paid to apprentices under the regulations of the crafts or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which the apprentice is in training. Good faith efforts shall be made to maintain a ratio of apprentices to journeymen of not less than 20%, if the employer is signatory to an agreement to train, or otherwise bound to train, apprentices. When submitting the certified payroll records required hereunder Permittee shall submit documentary proof of the valid apprentice status of any worker listed as an apprentice.

(7) Permittee agrees that to the extent that Permittee is required to comply with the prevailing wage requirements, Permittee shall assure that all workers are paid the prevailing rate of per diem wages, and travel and subsistence payments (defined in applicable collective bargaining agreements filed in accordance with Section 1773.8 of the California Labor Code), in effect on the date of Port's first approval of a building permit or other approval of the work. Copies of the applicable prevailing rate of per diem wages are on file at Port's principal office and will be made available to any interested party on request. Permittee agrees to post a copy of the prevailing rate of per diem wages at each job site.

(8) Permittee, as a penalty to Port, shall forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof (or such other sum as specified from time to time by

Section 1775 of the California Labor Code), for each worker paid less than the applicable prevailing rates for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Permittee.

(9) To the extent that there is insufficient money due Permittee as an advance, reimbursement or credit to cover all penalties forfeited and amounts due and in all cases where this Permit does not provide for a money payment by Port to Permittee, and except in cases where enforcement authority is vested in the State pursuant to Section 1775 of the California Labor Code, Port not later than ninety (90) days after the filing of a valid notice of completion in the office of the Alameda County Recorder or not later than ninety (90) days after Port's acceptance of the work, whichever last occurs, may maintain an action in any court of competent jurisdiction to recover the penalties and the amounts due provided for herein. Permittee agrees that no issue other than that of the liability of Permittee for the penalties allegedly forfeited and amounts due shall be determined in such action, and the burden shall be upon Permittee to establish that the penalties and amounts demanded in such action are not due. Out of any money withheld or recovered or both there shall first be paid the amount due each worker and if insufficient funds are withheld or recovered or both to pay each worker in full the money shall be prorated among all such workers.

(10) At least two weeks before the last date Permittee accepts initial bids for construction Permittee shall file with Port a written list of the name of all contractors to whom Permittee has submitted a request for bids. In addition, Permittee shall file with Port the name of each contractor with whom it proposes to contract, together with the name of the subcontractors of all tiers, at least five (5) working days before entering into the contract.

(11) Permittee agrees to keep or cause to be kept by each contractor and subcontractor an accurate payroll record for each worker employed on work covered by this Paragraph Z showing all of the information specified in subsection (a) of Section 1776 of the California Labor Code. All such payroll records shall be certified, available for inspection and filed in accordance with the procedures specified in subsections (b)-(e) inclusive of Section 1776 of the California Labor Code. In addition, copies of such certified payroll records shall be filed with Port within a reasonable time not to exceed fifteen (15) days from close of payroll by the respective employer.

(12) It is understood and agreed that all documents that Permittee is required to submit to or file with Port under this Paragraph Z shall constitute public records that shall be available to any member of the public for review or copying in accordance with the California Public Records Act.

(13) In the event of repetitive breach of the requirements of this subsection by Permittee, Port shall be entitled, in addition to all other remedies hereunder for breach of this Permit, to appoint at Permittee's expense a special monitor to oversee Permittee's compliance. Fees for said special monitor shall be billed to Permittee, which fees Permittee agrees to pay as additional rent within ten (10) days after Permittee's receipt of such bill. In the event of noncompliance with the foregoing requirements concerning payroll records which continues for

more than ten (10) days after Port gives to Permittee written notice specifying in what respects Permittee must comply, Permittee shall forfeit as a penalty to Port for each worker twenty-five dollars (\$25) for each calendar day, or portion thereof, until strict compliance is effectuated.

(14) Permittee shall be responsible for complying with Section 1777.5 of the California Labor Code concerning apprenticeable occupations, with respect to all work covered by that section.

(15) Except where the context otherwise requires, the definitions of terms and phrases contained in the State prevailing wage law, Sections 1720 et seq. of the California Labor Code, and in the implementing administrative regulations, shall apply to the same terms and phrases which are used in the prevailing wage requirements of this Paragraph Z.

AA. **Emergency and Public Contacts.** At all times during the Term, Permittee shall maintain a twenty four (24) hour per day, seven (7) day per week, person and telephone number by which Airport Operations can contact Permittee. Permittee shall provide Port with written notice of such name(s) and number(s) and of any changes thereto.

BB. **No Accord and Satisfaction.** No payment by Permittee or receipt by Port of a lesser amount of any sum due hereunder, shall be deemed to be other than on account of the earliest due rent or payment, nor shall any endorsement or statement on any check or any letter accompanying any such check or payment be deemed an accord and satisfaction, and Port may accept such check or payment and pursue any other remedy available in this Permit, or at law or in equity. A duplicate copy of all communications concerning disputes about debts that are owed or may be owed pursuant to this Permit, and instruments in less than the full amount claimed by Port and tendered as full satisfaction of a disputed debt or other amount owed, shall be provided to Port's Chief Financial Officer, either by hand delivery, provided Permittee obtains a written acknowledgment of receipt thereof from Port, or by nationally recognized overnight courier service, or by U.S. Certified Mail Return Receipt Requested, postage prepaid, addressed as follows:

Chief Financial Officer  
Finance Division  
530 Water Street  
Oakland, California 94604-2064

or to such other address as shall be designated by Port by written notice to Permittee in accordance with the requirements of Paragraph Q of this Attachment "A-1".

CC. **Maritime and Aviation Project Labor Agreement.** Any construction project undertaken by Permittee pursuant to this Permit, for which the Port approves a permit for construction prior to December 31, 2012 or such other date as determined by the Board (the "subject permit"), that exceeds \$150,000 when considered together with the value of all construction projects on the Assigned Space or on any contiguous site leased by Permittee for which the Port has approved a permit for construction within a 12 month period before the date of the subject permit (but not before August 2, 2002), is subject to coverage under the terms of the Port's Maritime and Aviation Project Labor Agreement ("MAPLA"). Failure to utilize

MAPLA could lead to grievance and arbitration and the potential for damages, attorneys' fees and costs should the Building & Construction Trades Council of Alameda County, AFL CIO ("Unions") prevail in arbitration. With respect to any construction project which is subject to coverage of the terms of the MAPLA in accordance with the foregoing:

(1) Permittee shall assure that each construction project contractor with whom Permittee contracts ("prime contractor"), before beginning its respective construction work, signs a Letter of Assent to the MAPLA;

(2) Permittee shall require by contract that each prime contractor require that each subcontractor on said construction project, regardless of tier, signs a Letter of Assent to the MAPLA;

(3) The Unions which are signatory to be MAPLA are third party beneficiaries of Permittee's obligations under this Paragraph CC and are entitled to proceed with grievances and arbitration against Permittee under the MAPLA for Permittee's breach of such obligations; and

(4) Permittee may not assert that the Unions do not have standing to proceed with any such grievance or arbitration proceeding described above or to recover from Permittee damages, attorneys' fees and costs if Permittee breaches any such obligations.

**DD. Casualty and Condemnation.**

Except as otherwise provided for in Paragraph K of this Attachment A:

(1) If the Assigned Space is damaged by fire or other casualty, and if such damage cannot reasonably be repaired by Port within sixty (60) days, Port shall have the right, by written notice to Permittee, to terminate this Permit as of the date of such fire or other casualty. If the Assigned Space is damaged by fire or other casualty and such damage has not been reasonably repaired by Port within sixty (60) days, Permittee shall have the right, by written notice to Port before such reasonable repair has been completed, to terminate this Permit as of the date of such fire or other casualty, without liability to the Port that first accrues after the date of such termination. The rent payable under this Permit shall abate in proportion to the percentage of the Assigned Space that is not usable by Permittee during the period of any such repair, and the Term of this Permit shall be extended by the period of such repair; and

(2) (a) If the whole of the Assigned Space should be taken by any public or quasi-public authority under the power or threat of eminent domain, then, in such event, on the earlier of the date title to the Assigned Space vests in such public or quasi-public authority, or the date on which said public or quasi-public agency takes possession of the Assigned Space, this Permit shall terminate with respect to Port's and Permittee's future obligations hereunder, without liability to the Port that first accrues after the date of such termination, but said termination shall not affect Port's and Permittee's rights to any compensation or damages for, on the account of, or arising out of such taking. For any period of time prior to termination during which Permittee (involuntarily on account of such taking or any proceedings related thereto) does not have full use of the Assigned Space, the monthly rent due hereunder shall be equitably

reduced. In the event of such a taking, Port shall be entitled to receive all sums in the award of damages and compensation arising by reason of such taking except that an amount therefrom equal to the fair market value of Permittee's leasehold interest in the Assigned Space (as of the date of valuation of the taking) shall be paid to Permittee.

(b) If a substantial portion of the Assigned Space should be taken so as to impair materially the use of the Assigned Space as contemplated by the Permit, then on the earlier of the date title to such portion of the Assigned Space vests in such public or quasi-public agency, or the date on which such public or quasi-public agency takes possession of such portion of the Assigned Space and Permittee no longer has full possession of such portion, this Permit shall terminate with respect to Port's and Permittee's future obligations hereunder, without liability to the Port that first accrues after the date of such termination, but said termination shall not affect Port's or Permittee's rights to any compensation or damages for, on account of, or arising out of such taking. For any period of time prior to termination during which Permittee (involuntarily on account of such taking or any proceedings related thereto) does not have full use of the Assigned Space, the monthly rent due hereunder shall be equitably reduced. In the event of such a substantial taking, the award of damages and compensation arising by reason of such taking shall be distributed in the same manner as the last sentence of Paragraph DD(2)(a) above.

(c) If a taking shall occur which does not result in termination of this Permit as provided in the previous subparagraph of this Paragraph DD(2), but which requires the portion of the Assigned Space not so taken to be reconstructed and restored so as to be constituted an architecturally complete unit suitable for use by Permittee, all compensation and damages payable for or on account of such taking shall be payable to Permittee and shall be used to reconstruct and restore the portion of the Assigned Space not so taken to an architecturally complete unit suitable for use by Permittee; provided, however, that Permittee's obligation to so reconstruct and restore the Assigned Space shall be limited solely to the amount of such compensation and damages made available to it pursuant to this subparagraph, and the monthly rent payable by Permittee hereunder shall be equitably reduced during the time Permittee does not have full use of the Assigned Space as a result of such taking to account for the reduced economic value to Permittee, if any, occasioned by reason of such taking. The balance of any compensation and damages remaining after the reconstruction and restoration contemplated by this subparagraph shall be distributed in the same manner as distribution of damages and compensation for a total taking under the last sentence of Paragraph DD(2)(a) above.

(d) If a taking shall occur which does not result in a termination of this Permit as provided in the previous subparagraphs of this Paragraph DD(2), and which does not require any portion of the Assigned Space not so taken to be reconstructed and restored so as to constitute an architecturally complete unit suitable for use by Permittee, the proceeds shall be distributed in accordance with the last sentence of Paragraph DD(2)(a) above. Permittee, however, shall be entitled to an equitable reduction in the monthly rent.

(e) No taking of Permittee's leasehold estate in the Assigned Space or any part thereof without a taking of the fee shall terminate or give Permittee the right to surrender this Permit, nor excuse the taker of such leasehold estate, including any successor in interest thereto, from full performance of the covenants for the payment of the rent and other



charges or any other obligations hereunder capable of performance by the taker of such leasehold estate, including any successor in interest thereto, after any such taking, but in such case, all compensation and damages payable for or on account of such taking shall be payable to and be the sole property of Permittee. During any period of time that Permittee is not in possession of the Assigned Space, or any portion thereof, as a result of the taking of any portion of its leasehold estate hereunder, but only during such period of time, (1) Permittee shall not be obligated to pay or in any way be liable for the payment of any rent or to perform any of the other obligations or covenants otherwise to be performed by it hereunder with respect to, but only with respect to the portion of the Assigned Space affected by such taking, (2) Port shall look solely to the taker of such leasehold interest, including the successors in interest thereto and any party then in possession of all or such portion of the Assigned Space affected by such taking for the payment of the rent and the performance of the other obligations and covenants hereunder with respect to such portion of the Assigned Space, and (3) as between Port and Permittee, Port shall not forfeit or terminate this Permit for breach by the taker of such leasehold interest, including its successors in interest thereto and any party then in possession, of any obligation or covenant hereunder, including the obligation to pay the rent.

(f) Anything contained in this Paragraph DD(2) to the contrary notwithstanding, all compensation, damages, reimbursements or other benefits payable to Permittee or Permittee's subtenants, licensees and concessionaires for or in connection with any relocation, displacement, inability to relocate, loss of business or loss of goodwill resulting from or in connection with any taking covered by this Paragraph DD(2) shall be payable to and be the sole property of Permittee or Permittee's subtenants, licensees and concessionaires, as appropriate.

(g) In the event of any taking of any portion of the Assigned Space, Permittee shall be entitled to receive all compensation and damages arising from such taking and payable for or on account of the Permittee's trade fixtures and equipment at any time located on the portion of the Assigned Space so taken, except for those trade fixtures that pursuant to this Permit are to remain with the Assigned Space on surrender.

(h) Except as otherwise expressly provided in this Paragraph DD(2), no taking shall reduce or abate Permittee's obligation to pay the rent during the Term of this Permit. Where Paragraph DD(2) expressly provides for a reduction in the rent payable by Permittee, if the parties cannot agree on the amount of such reduction, the same shall be determined by Arbitration. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrators shall have no power to modify any of the provisions of this Permit and their jurisdiction is limited accordingly. Each party hereby consents to the entry of judgment by any court having jurisdiction in accordance with the arbitration decision. No change in the Arbitration Rules which would deprive a party of the rights to be represented by counsel, to present evidence or to cross-examine witnesses presented by the other party shall be effective in any arbitration proceeding arising out of this Permit. Any arbitration provided for herein shall be conducted in the Port's offices in Alameda County, California. Disputes under this Permit shall be subject to Arbitration only to the extent expressly provided for in this subsection.

(i) Permittee acknowledges the Port's reserved power upon payment of just compensation to exercise its power of eminent domain as to the leasehold estate created hereunder; provided, however, that the foregoing acknowledgment shall not be deemed or construed to prejudice or waive any rights of Permittee to challenge or object to any attempt by the Port so to exercise such power.

(j) The term "rent" used herein shall have the same meaning as the consideration to be paid by Permittee to Port pursuant to the provisions of Section 4 of this Permit, as such consideration may be adjusted from time to time in accordance with the provisions of this Permit.

EE. **Right to Modify.** Permittee agrees that during the Term of this Permit, this Permit may be unilaterally modified by the Port, upon advice of the Port Attorney, and on at least thirty (30) days prior written notice by Port to Permittee, in order to conform to applicable law, including without limitation, judicial, Department of Transportation, Department of Homeland Security, Federal Aviation Administration, Transportation Security Administration, Federal Communications Commission, or Federal Trade Commission rulings or opinions. This subparagraph shall not preclude Permittee from contesting said matters, but Permittee shall abide by the unilateral change, unless such unilateral change imposes additional costs or expenses on Permittee that are more than de minimus, in which event Permittee may terminate this Permit on thirty (30) days prior written notice to Port which must be given by Permittee to Port within sixty (60) days after Port's written notice to Permittee pursuant to the provisions of this Paragraph EE, without liability to the Port that first accrues after the date of such termination.

FF. **Security Mandates.**

Permittee recognizes that Port is required to comply with the security mandates of the Federal Aviation Administration, the Transportation Security Administration, the Department of Homeland Security, and with other governmental and administrative rules and regulations relating to airports. Any procedures determined by Port to be applicable to Permittee in order for Port to comply with the foregoing will be furnished to Permittee in writing, and delivered by facsimile transmission, confirmed by mail, to Permittee at its notice address provided in this Permit. Permittee and its agents, employees, representatives and permitted sublessees shall be responsible for full compliance with all procedures delivered by facsimile transmission to Permittee. Such procedures are subject to change without notice other than delivery thereof to Permittee, as provided for above. Permittee shall reimburse Port the amount of any civil penalty or fine that may be assessed against Port by any governmental agency for a violation of applicable security rules or regulations which arises out of Permittee's failure to comply with the provisions of this Paragraph. In such event, Port shall also have all of its other rights and remedies provided in this Permit and arising at law or in equity.

GG. **Miscellaneous.**

(1) The Section and Paragraph headings contained in this Permit are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(2) It is expressly understood and agreed that, except for Permittee's right to possession of the Assigned Space described as Exclusive in Section 3 of this Permit, and except to the extent otherwise expressly provided for in a written addendum or Special Conditions to this Permit signed by Port, the rights granted Permittee under this Permit are non-exclusive.

(3) Except as expressly prohibited herein, the provisions of this Permit shall bind and inure to the benefit of the successors and assigns of the parties hereto.

(4) Time is expressed to be of the essence of this Permit.

(5) This Permit shall be governed by and construed in accordance with the laws of the State of California (without regard to principles of conflict of laws). It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained, and the invalid or unenforceable provision shall be limited to the extent necessary for it to be valid and enforceable.

(6) No recourse under or upon any obligation, covenant or agreement contained in this Permit, or any other agreement or document pertaining to the operations of Permittee hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Port, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Permit, shall be had against any member (including, without limitation, members of Port's Board and its citizens advisory committees), officer, employee or agent, as such, past, present and future, of Port, either directly or through Port or otherwise, for any claim arising out of this Permit or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Port. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Port member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Permit or the operations conducted pursuant to it, or for the payment for or to Port, or any receiver therefor or otherwise, of any sum that may remain due and unpaid by Port, is hereby expressly waived and released as a condition of and as consideration for the execution of this Permit.

(7) Permittee represents and warrants to Port that, to its knowledge, without conducting an investigation, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of Port has any material interest, either directly or indirectly, in the business of Permittee to be conducted hereunder.

(8) This Permit constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements heretofore or contemporaneously made with respect to such subject matter, whether oral or written, are merged herein and superseded hereby. Except as otherwise expressly provided in this Permit, this Permit may be altered or amended only by written instrument executed by both parties hereto.

(9) (a) Permittee hereby consents to the jurisdiction of the State of California Superior Court of the County of Alameda and of the Federal District Court for the Northern District of California with respect to any action instituted by Port and arising against Permittee under this Permit, and waives any objection which it may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Permittee. Permittee further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by Port and arising against Permittee under this Permit. Port agrees to serve such process on Permittee's registered agent under California law if the name and address of Permittee's current registered agent in California has been provided to Port in advance and in writing.

(b) In addition to the foregoing, pursuant to California Code of Civil Procedure, Section 416.10, Permittee hereby designates the following person as its agent for service of process:


Incorp Services, Inc. (C2294569)  
5716 Corsa Avenue – Suite 110  
Westlake Village, California 91362-7532

(10) Permittee warrants that no person or agency has been employed or retained to solicit or obtain this Permit upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, Port, at its option, may annul or immediately terminate this Permit or recover from Permittee the full amount of the contingent fee. As used in this section, "bona fide agency" means an established commercial or selling agency, maintained by Permittee for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence; "bona fide employee" means a person, employed by Permittee and subject to Permittee's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence; "contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Port contract; and "improper influence" means any influence that induces or tends to induce a Port Commissioner, employee or officer to give consideration or to act regarding a Port contract on any basis other than the merits of the matter."

(11) At all times during the Term, Permittee shall maintain a twenty four (24) hour per day, seven (7) day per week, person and telephone number by which Airport Operations can contact Permittee. Permittee shall provide Port with written notice of such name(s) and number(s) and of any changes thereto.

(12) PERMITTEE SHALL ASSIGN TO THE PORT ALL MANUFACTURERS WARRANTIES ON THE EQUIPMENT TO BE CONVEYED TO THE PORT PURSUANT TO PARAGRAPH N ABOVE. PORT ACKNOWLEDGES THAT EXCEPT FOR THOSE MANUFACTURERS WARRANTIES, THE EQUIPMENT WILL BE

CONVEYED BY PERMITTEE TO THE PORT WITHOUT ANY OTHER WARRANTIES,  
EXPRESS OR IMPLIED.

\_\_\_\_ [To be initialed by Port]  
 [To be initialed by Permittee]

**ATTACHMENT B**

**Oakland International Airport (OAK) Information Technology Standards of Practice –  
revision 2 (Revised 2/10/2006).**

## EXHIBIT A

### IRREVOCABLE LETTER OF CREDIT

Irrevocable and Transferable

Letter of Credit # \_\_\_\_\_

Amount: U.S. \$50,000.00

To: Port of Oakland  
530 Water Street  
Oakland, California 94607

\_\_\_\_\_, 2012

Ladies and Gentlemen:

For the account of Advanced Wireless Group, LLC, a Florida limited liability company ("Applicant"), we hereby issue in your favor our Irrevocable Letter of Credit for U.S. \$50,000.00.

The amount of this credit is available to you by your drafts on us at sight accompanied by the following statement signed by your Executive Director or Chief Financial Officer.

"I certify that the amount of our drawing is due the Port of Oakland (1) pursuant to the terms of the *Space/Use Permit* dated \_\_\_\_\_, 2012 between the Port of Oakland and Advanced Wireless Group, LLC, a Florida limited liability company ("Applicant") or any other agreement between the Port of Oakland and Applicant, (2) pursuant to the terms of this credit, or (3) because a payment previously made to the Port of Oakland by or on behalf of Applicant has been recovered by settlement or otherwise from the Port of Oakland by a trustee, receiver, creditor or other party."

Drafts must clearly specify the number of this credit and (except as set forth below) be presented at our counters at **[Insert location of counters of bank in San Francisco or Oakland]** not later than the close of business on \_\_\_\_\_, 20\_\_, or such later date as this credit shall have been extended to (the "Expiration Date"). If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice that the purported demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor, and that we are returning any documents to you. Upon being notified that the purported demand for payment was not effected in accordance with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment on or prior to the then Expiration Date.

Drawings may also be presented to us by facsimile transmission to facsimile number (510) 636-1216 (each such drawing, a "Fax Drawing"). If you present a Fax Drawing under this Letter of Credit you do not need to present the original of any drawing documents, and if we receive any such original drawing documents they will not be examined by us. In the event of a full or final drawing the original standby Letter of Credit must be returned to us by overnight courier.

This credit shall be deemed automatically extended without amendment for additional periods of one year from the present or any future expiration date unless at least ninety (90) days prior to any such date we notify you (Attention: Chief Financial Officer) and Applicant by a nationally recognized overnight courier service that we elect not to consider the letter of credit renewed for any such additional period. You may then draw on us at sight with the above specified signed statement.

This Letter of Credit is subject to the "International Standby Practices ("ISP98")", International Chamber of Commerce Publication No. 590 and as to matters not governed by ISP98, shall be governed by and construed in accordance with the Laws of California, without regard to principles of conflicts of Law.

We engage with you that drafts for full or partial payment drawn under and in compliance with the terms of this credit will be duly honored by us on delivery of documents as specified.

All bank charges and commissions are for the account of Applicant.

Very truly yours,

---

Authorized Signature and Title



## **SIGHT DRAFT**

City

Date

Pay to the order of the Port of Oakland, at sight, Fifty Thousand Dollars (\$50,000.00) in U.S.  
Dollars, drawn under Letter of Credit # \_\_\_\_\_, issued by \_\_\_\_\_  
to the Port of Oakland for the account of Advanced Wireless Group, LLC.  
PORT OF OAKLAND

By:

Name:

Title:

## **EXHIBIT B**

### **DESCRIPTION OF PERMITTED USE REQUIREMENTS**

Permittee has been awarded this exclusive Permit based, in part, on its covenants and representations and warranties included in the Proposal for Wireless Fidelity Communication and Internet (Wi-Fi) Services at Oakland International Airport dated December 21, 2011 and attached hereto as Exhibit C (Permittee Proposal) (the "Proposal"), and Port has relied thereon. All representations, warranties, and covenants in such Proposal are incorporated herein by reference as though fully set forth herein. In the event of any actual conflict between any provision in the Permit, this Exhibit B, and/or the Proposal, any such conflict shall be resolved in the following order of precedence: (1) the Permit, (2) Exhibit B, and (3) the Proposal.

Without limiting the generality of the foregoing, Permittee shall satisfy the requirements in this Exhibit B.

Permittee shall provide Wi-Fi coverage capable of supporting public and private applications in all passenger terminals of the Airport. Coverage shall not only include the interior of the Airport, but extend approximately 300ft on the exterior "air-side" of the Airport (gate areas/aircraft/ramps). Permittee shall not be required but may, at its sole discretion, provide Coverage on the exterior "land-side" of the Airport (parking structures). Such coverage shall include purchasing, installing, and implementing the necessary access points throughout the Terminals, integrating all access points into the Wi-Fi system, and performing the necessary wire-pulls to link the access points to the Port's network infrastructure and the Wi-Fi system. Permittee shall also provide, at its discretion, value-added digital content delivered service and shall be allowed to enter into roaming agreements with customers.

#### **Desired Capability**

Permittee will be responsible for the design, installation, maintenance, repair, upgrade, management, and operation of an Airport-wide open access Wi-Fi system (802.11g) for the sole purpose of providing such services to the employees, passengers, tenants and visitors at the Airport. Passenger Internet services will consist of a hosted system with wireless access points ("AP(s)") allowing Airport passengers to connect to the Internet from hold rooms and other terminal venues.

The Port, prior to installation or deployment, and in accordance with this Permit, must specifically approve all installations, equipment placements, improvements, and upgrades. Permittee shall deploy and operate the Wi-Fi system in accordance with the design and project plan(s) approved by the Port. Permittee shall obtain Federal Aviation Administration approval to operate in those areas where such approval is required.

#### **Exclusive Rights**

Port grants to Permittee under this Permit, subject to the limitations set forth in Section EE of Attachment A (Right to Modify) hereof, the exclusive right to offer Wi-Fi services to the traveling public (Public Use Revenue and Third Party / Roaming Access revenue services)

within the terminal buildings and throughout the Airport property. Further, subject to the limitations set forth in Section EE of Attachment A (Right to Modify) hereof, Port shall use commercially reasonable efforts to have Permittee manage all private Wi-Fi connections at the Airport, including those of other Port tenants at the Airport. The management of such private Wi-Fi connections shall include that spectrum of wireless bandwidth that excludes public access and is dedicated for use by the Airport and its designees, including all tenants at the Airport that are within the operational footprint established by the site survey conducted by the Permittee, and as reasonably approved by the Port. Any private spectrum channels are to be assigned by the Permittee, as needed or requested, with the approval of the Airport IT Manager. This does not include the tenants that will be out of this operational footprint. In the event that a tenant is operating a wireless architecture that is interfering with the Permittee's system, the Port will take steps to cause the interfering tenant to cease interference promptly. The parties acknowledge that ~~Port~~ has a private Wi-Fi system with an established footprint as of the date of this Permit ("Pre-Existing System"). Permittee will design its system so that there is not interference between Permittee's system and the Pre-Existing System.

The parties agree that if the Federal Communications Commission ("FCC") issues an order, rule or regulation ("Order") that has the effect of prohibiting the Port from maintaining an exclusive relationship with Permittee for the Wi-Fi services, and the FCC applies the rule to encompass this Permit, then this Permit will no longer provide an exclusive grant to Permittee. If such an Order is issued and the exclusivity of this Permit is terminated, Permittee may elect to either continue this Permit or terminate this Permit; provided, however, Permittee may terminate this Permit only if the Port awards a like type Permit to another Wi-Fi service provider ("other provider") and only upon 60 days prior written notice to the Port to be effective not earlier than the effective date of the other provider's Permit. If this Permit continues, the terms and conditions of the Permit other than exclusivity will remain in full force and effect.

### **The WI-FI System**

Except as otherwise required by applicable law, the Port will not allow deployment of interfering wireless technologies such as Frequency Hopping Spread Spectrum (FHSS) or Bluetooth. Furthermore the Permittee shall use its commercially reasonable efforts to minimize the effects of laptops or other devices containing Bluetooth connectivity so that such will not adversely affect the WI-FI system.

In the event of any RFI problems arising after commencement of service, Permittee shall work with the Port in good faith to investigate the interference. If it is determined that the interference is caused by another public Wi-Fi system or a private Wi-Fi system other than the Pre-Existing System, the Port will use commercially reasonable efforts to work with the interfering party, at no cost to Permittee, to take commercially reasonable steps necessary to eliminate the interference.

Should Permittee's equipment cause any RFI problems with other Airport systems, the Port may direct Permittee to shutdown the offending equipment until it can be repaired.

At no time during the Term, shall Permittee market, and/or seek to sell the 802.11 architecture as the transport layer for cellular services, 3G, GSM or any other wireless services that are currently

served by cellular distributed antenna systems (DAS) or that would be categorically (as defined by the cellular carrier industry) carried by said DAS, unless otherwise agreed by the parties. Permittee is not allowed to sublet any bandwidth without the explicit approval of the Port. Said approval is required to be written documentation formally executed by the designated representatives of the Port. Furthermore, as the private spectrum of this Wi-Fi system deployment is described herein as all services that are not offered to the traveling public and those spectrum that are specifically designated for the use of Airport, airline, and other tenant operations, that spectrum band, is the sole ownership of the Port and shall be utilized as said entity shall instruct Permittee to utilize.

The Wi-Fi system shall support roaming across the entire Airport terminal campus. When a wireless client user roams from an AP to another AP, the Wi-Fi system shall allow communications for the client device without re-authentication or further log-on.

Upon completion of transition and upgrade of the WI-FI system at the Airport, Permittee will provide full documentation of all components and materials installed as part of the WI-FI system. As changes and updates of Permittee's Wi-Fi system occurs, Permittee shall provide full documentation of such changes and upgrades within a reasonable amount of time after such changes and upgrades take place. This documentation shall include, but not be limited to, as-built drawings, manuals, and codes required to operate the Wi-Fi system at the Airport.

### **Marketing Capability**

Permittee will be responsible for both local and national marketing of the Wi-Fi system. Consequently, the growth of the service is the sole responsibility of the Permittee.

### **Management & Customer Service**

Because users of the system have strict time constraints, resolving their usage problems is the highest priority. Customer Service is the sole responsibility of Permittee. Permittee must provide its help desk function and hours of availability on the free portal. These commitments are part of this Permit, and failure to meet them will be cause for termination. The Permittee will have access to the Airport common use support staff, available 6:00 AM to Midnight, pacific time, for assistance in resolution of on-site problems.

In accordance with Permittee's standard of care set forth in Section 10 (Level of Service) of the Permit, Permittee shall use commercially reasonable efforts to ensure that the Wi-Fi system concession will remain continuously and uninterruptedly in operation twenty-four (24) hours per day, seven (7) days per week, 365 days per year, except for Airport approved scheduled maintenance or as otherwise authorized in writing by the Airport.

The Permittee shall maintain logs of hardware problems, system configuration issues, and other maintenance actions performed from initial system testing throughout the Term. The log should provide the Port with a complete maintenance history of the Wi-Fi system, identifying any hardware and software failures which occur, spare parts usage, periodic maintenance performed, level of consumable supplies used, and any other maintenance efforts expended.

## **Deployment Schedule**

Permittee shall complete the permitting, installation, implementation, testing, and acceptance of the Wi-Fi system at the Airport within not more than ninety (90) calendar days from the Effective Date; as such time frame(s) may be extended on a day for day basis for each day that Port fails to provide its approvals required by this Permit, provided that Permittee has provided Port with prompt written notice of such approval failure, and Port has timely received all documentation, information, and/or support reasonably necessary for Port to grant such approval. Permittee covenants to schedule the above deployment activities concurrently in order to reduce the overall deployment time.

The above schedule is based upon the following assumptions:

- Port approval timelines are met as set forth in a detailed project plan to be agreed upon by the parties.
- There are no delays caused by third parties other than Permittee and its contractors in the permitting process. This will take an estimated 30 business days.
- Badging and access timelines are not delayed.
- Port assigns a Port employee to assist in access issues in both Port and tenant spaces.
- Port performs the inspections and acceptance tests as set forth in a detailed project plan to be agreed upon by the parties.

## **Open Access Network**

The Wi-Fi system concession shall support an open access model such that wireless users may logon to their own provider by utilizing the Wi-Fi system, subject to commercially reasonable roaming or wholesale agreements. This is accomplished by allowing the wireless users to connect through APs and route to the equipment of their specific wireless service provider ("WSP"). Permittee will not be required to enter into any roaming agreement with a third party except on commercially reasonable terms.

As part of the open access Wi-Fi system, Permittee shall:

- manage the wireless LAN system to provide sufficient capacity to support all authorized users.
- subject to entering into commercially reasonable roaming agreements, provide other WSPs access to the Wi-Fi system provided Permittee shall have the ability to adjust pricing and access depending upon the particulars of the WSP (e.g., the number of subscribers the WSP will bring onto the service) and deal structure.
- establish reasonable minimum qualifications, standards, and requirements for WSPs, to be applied and administered uniformly to similarly situated WSPs.
- subject to entering into commercially reasonable roaming agreements and subject to reasonable acceptable use policies, allow the connection of roaming partners' customers that may require customized front end "client" applications, special applets unique to the roaming partners' native environments, and/or any other type of connection including a browser-based log-on, provided that Permittee is not required to assume responsibility for any third-party, front-end applications nor are they to deploy such types of "client"

applications that would differentiate public access into the Airport Internet environment from any other public wireless Internet venue allowing similar roaming access.

Permittee shall establish a consistent pricing structure for WSPs which may include one-time fees for costs such as system integration and splash-page development and, access, use, and per-connect fees or other fees based on services requested by the WSPs.

Permittee shall establish pricing for private side usage based upon a reasonable measure of cost recovery, usage and profit.

### **Planning Meetings**

Permittee shall meet with the Port's designated staff no less than once every 3 months for the purpose of planning and sharing information. This may include system performance, emerging technologies, prospective upgrades and other relevant matters. Permittee shall provide under NDA, detailed product marketing plans for service enhancements and their anticipated schedule for implementation.

### **Reporting Requirements**

Permittee shall provide the Port, not less frequently than monthly an issues log or technical status report.

SECTION 01415

**Oakland International Airport (OAK)  
INFORMATION TECHNOLOGY  
STANDARDS OF PRACTICE**

**Oakland International Airport  
Information Technology and Telecommunications  
One Airport Drive  
Oakland, CA**

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## 1.0 INTRODUCTION

This document is prepared to provide guidelines in designing Information Technology (IT) Systems for the Airport (OAK). The purpose of this document is to provide standards to meet the following requirements:

1. Provide for adequate and efficient Information Technology Infrastructure.
2. Require adherence to the industry standards.
3. Provide for Increased serviceability.
4. Provide for growth of IT communications systems.

The IT Build-out incorporates IT IDF rooms, Cable plant, and Infrastructure supports. All questions on these build-outs shall be directed to the Information Technology and Telecommunications (ITT) for clarification.

## 2.0 CONSTRUCTION APPROVALS

Before the construction or installation of any IT facilities, construction approvals shall be obtained from OAK Information Technology and Telecommunications (ITT) and /or the Port of Oakland Permit Department.

Site facilities shall be located by calling the Port of Oakland, Facilities Department at 510-577-4040, Interior Building Facilities shall be coordinated with the Port of Oakland, Facilities Department at 510-577-4055. The color orange is the uniform color code for utility flagging, painting, and identifying communications, alarms, signals, and CATV.

## 3.0 CODES

All installations shall comply with the latest NEC codes, NEMA, EIA/TIA, ASTM, and ANSI standards. Standards and procedures that prevail and are generally accepted within the industry shall be used to assure the highest quality materials, equipment and workmanship.

If there is an apparent conflict between the NEC and either TIA/EIA or BICSI commercial building standards, the NEC shall prevail.

## 4.0 APPLICABLE DOCUMENTS

ANSI Z53.1	<i>Uniform Color Code</i>
FCC Part 68	<i>Code of Federal Regulations, Title 47, Telecommunications</i>
ISO/IEC 11801	<i>Generic Cabling for Customer Premises.</i>
NEC	<i>National Electric Code; 1999 edition</i>
NFPA-70	<i>National Fire Protection Association, NEC</i>
TIA/EIA TSB 67	<i>Transmission Performance Specification for Field Testing of Unshielded Twisted-Pair Cabling Systems.</i>
TIA/EIA TSB 72	<i>Centralized Optical Fiber Cabling Guidelines.</i>
TIA/EIA TSB 75	<i>Additional Horizontal Cabling Practices for Open Offices.</i>
TIA/EIA-568A	<i>Commercial Building Telecommunications Cabling</i>

	<i>standard.</i>
TIA/EIA-569	<i>Commercial Building Standards for Telecommunications Pathways and Spaces.</i>
TIA/EIA-570	<i>Residential and Light Commercial Telecommunications Wiring Standard.</i>
TIA/EIA-606	<i>Administration Standard for the Telecommunications Infrastructure of Commercial Buildings.</i>
TIA/EIA-607	<i>Commercial Building Grounding and Bonding Requirements for Telecommunications</i>
UL 1459	<i>Underwriters Laboratories Standard for Safety -- Telephone Equipment.</i>
UL 1863	<i>Underwriters Laboratories Standard for Safety - Communication Circuit Accessories.</i>

## 5.0 ABBREVIATIONS

ACS	Access Control System
ACR	Attenuation to Crosstalk Ratio
AWG	American Wire Gage
ANSI	American National Standards Institute
BTU	British Thermal Units
BICSI	Building Industry Consultants Service International
BOAC	Board of Airport Commissioners
CAT	Category e.g. CAT6
CATV	Cable Television
CCTV	Closed Circuit Television
CORE	Core Technology Distribution Room, co-located with MDF
CTA	Central Terminal Area of the airport
EIA/TIA Association	Electronic Industries Association/Telecommunications Industries Association
ELFEXT	Equal Level Far End Crosstalk
EMT	Electrical Metal Tubing
FIS	Federal Inspection Services, which include U.S. Customs, INS, and the Department of Agriculture
FR-S	Fire Retardant Stamp
INS	Immigration and Naturalization Service
IDF	Intermediate Distribution Facility
IT	Information Technology
ITT	Information Technology and Telecommunications
MAC	Moves, Adds and Changes
MDF	Main Distribution Facility
MM	Multimode fiber optic cable
MPOE	Minimum Point Of Entry
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NEXT	Near End Crosstalk
O.D.	Outer Diameter
OSP	Outside Plant
OTDR	Optical Time Domain Reflectometry
PMD	Project Management Division (Engineering)

PVC	Polyvinyl Chloride
SM	Singlemode fiber optic cable
TC	Telephone Closet
TDR	Time Domain Reflectometry
TR	Telephone room
UPS	Uninterruptible Power Supply
UTP	Unshielded Twisted Pair
WAO	Work Area Outlets

## 6.0 LOCATIONS

### 6.1 Spaces

#### A. OAK IT IDF rooms

##### ▪ General

- OAK IT IDF rooms, closets, or equipment rooms shall not be used by tenants for their equipment. Only tenant connecting blocks, repeaters, fiber optic transceivers, etc. shall be allowed in OAK Telephone rooms and closets. Tenants shall install all communications equipment on their leasehold. All voice, data, fiber optic, or inner-duct cabling installed in tenant leasehold areas must be installed into conduit from termination to termination. All conduits must be labeled end to end.
- IT IDF rooms shall be installed for serving all of IT's needs, which include telephone, data, video, audio, radio, etc., for the building and tenants occupied in the building.
- IT IDF rooms are ideally located near the center of each floor for small to medium size floors. In the case of large or long floor space, there shall be more than one IT room to ensure horizontal cable length does not to exceed 305 feet from each IT device on the floor to the closest IT room.
- The total IT IDF room space allocated shall be 1% or 100-sq. ft., whichever is greater, of the office floor space in the building.
- In multi-floor buildings, IT IDF rooms on different floors shall stack on top of each other for efficient cable routing. Straight vertical cable risers shall be established for the purpose of cable routing.

##### ▪ Quantity

- There shall be at least one IT IDF room or closet per floor.
- There shall be more than one IT IDF room or closet per floor if the floor space served exceeds 10,000 square feet or if the horizontal cable will exceed the length of 295 cable-feet.

##### ▪ Size

- The IT room size shall be based on the work area served: 1% or 100 square feet per 10,000 square feet of space.
- An IT-IDF room shall not be less than 100 square feet.
- **Location**
  - Rooms shall be located so that the furthest work-area outlet is less than 295 cable-feet away.
  - Rooms shall be located above the threat of flooding and away from rest rooms and restaurants.
- **Ceiling**
  - Drop or false ceilings are not permitted.
  - Minimum ceiling height is eight feet, six inches, (8' 6").
- **Floor**
  - Shall be covered with an anti-static tile or vinyl, or sealed concrete. No carpet shall be allowed.
  - Floor loading shall be a minimum of 50 lbf/ft<sup>2</sup>
- **Walls**
  - Shall be covered with 3/4 inch x 4 ft x 8 ft, AC-grade, fire-retardant treated plywood, with the FR-S stamp on it.
  - The "C" side shall face the studs so that the "fire retardant" stamp is visible on the "A" side.
  - Cutouts for electrical switches and outlets shall be provided.
  - Plywood shall be painted with two coats of white, fire-retardant, low gloss, paint.
  - Plywood shall be fastened with flat-head sheet metal screws to the metal studs, every 16 inches to 24 inches on center depending upon stud spacing.
  - Plywood shall not be fastened with a nail gun or explosive-charge device.
- **Doors**
  - Minimum door size is 36 inches x 80 inches.
  - Door should swing outward if local building codes allow.
  - All IT IDF room doors shall be access control system controlled by proximity card access. There shall be no key locks that open these doors.
- **Windows**
  - Windows are not recommended, however, if architectural design requires windows, then vertical blinds shall be provided to cover windows.
- **Power**
  - Electrical panels serving equipment shall be separate from those serving lighting.
  - Separate 100 amp electrical panel shall be installed within IT IDF rooms sized at 160 square feet or larger, e.g. 16 feet x 10 feet.

- Separate 400 amp electrical panel shall be installed within IT room sized at 600 square feet or larger, e.g. 30 feet x 20 feet, or sized as appropriate for room and load size.
  - Panels shall be connected to the building backup generator power (if available), and shall be labeled as Emergency power.
  - Individual branch circuits shall be protected by 20 amp circuit breakers.
  - Each cabinet or rack shall have two separate 120 VAC, 20 amp circuits run to it.
  - Wall outlets shall be 120 VAC, 20 amp, non-switched, fourplex, and shall be spaced every six (6) feet around the perimeter of the room, elevated fifteen inches above the floor, or in line with existing electrical outlets.
  - Provide UPS backup system for all new systems.
- **Lighting**
- Lighting shall provide a minimum of 50 foot candles measured at three foot three inches (3' 3") above the floor.
  - Fluorescent fixtures shall use "cool white" lamps.
  - Dimmer switches shall not be used.
  - Fixtures shall be hung between equipment cabinets and racks. e.g., If equipment racks or cabinets are spaced 36" from each other, then light fixtures shall be centered in the aisles between the racks or cabinets.
  - A minimum of fifty percent of all fixtures shall be on emergency power.
- **Grounding/Bonding**
- A communications ground shall always be provided, and shall be connected to the dedicated communications ground, if available. If not available, connect ground to the closest point in the building's electrical service.
  - The communications ground shall be a main grounding busbar secured to the wall near the service entrance.
  - A grounding busbar shall be mounted and shall be insulated from its support.
  - A minimum, 6 AWG, stranded, copper, green, insulated, conductor shall be provided for equipment racks and cabinets and cable tray intersystem bonding.
  - To reduce electrical noise or external transient voltages, an isolated ground shall be provided, only if specified.
- **Air Conditioning**
- Shall be provided, rated at 24 hour service, and sized at no less than 150 BTU per square foot or 10,000 BTU, whichever is greater.
  - Inside temperature shall be maintained between 64°F to 75°F, at between 30% and 55% relative humidity.
  - A thermostat shall be provided within the IT IDF room.

- All IT IDF room doors shall be sealed for dust-proofing, and all ventilation ducts into the room shall be filtered for dust abatement purposes.

- **Fire-Life Safety**

- Smoke detectors shall be required.
- Sprinklers heads shall be provided only if required by applicable building codes, and shall have wire cages installed to prevent accidental activation.

- **Plumbing**

- Excepting fire sprinklers required by code, no pipes intended to carry water or any other fluid shall be installed in the IT room ceiling.

- **Security**

- All IT IDF room doors shall be access control system controlled by proximity card access. There shall be no key locks that open these doors.

- **Conduit Sleeves**

- All IT IDF rooms shall have four inch sleeves, to provide access to IT IDF rooms above and below.
- Sleeves entering from the floor or ceiling shall be located on the left side of the wall that they are installed on.
- Sleeves shall extend beyond the floor and ceiling two to three inches.
- The area served determines the number of sleeves required as follows: For each multiple of 50,000 square feet, install four (4) sleeves. Minimum (2) per room.
- Sleeves shall be Located where it is easy to pull cable.
- All sleeves shall be firestopped after cable installation.

- **Clearances**

- Provide space for equipment cabinets and racks of thirty-two inches (30") in depth and ninety inches (90") in height.
- Aisle space in front of and behind each cabinet or rack shall be thirty-six inches (36").

- **Backbone Cables**

- Backbone Cables: Backbone (Tie) Cables shall be installed to tie Main Distribution Facility (MDF) to all the other IT IDF rooms in the building. The backbone cables shall include the following cables:

- Voice Cables: Until CAT5/6 cables are available in backbone cable sizes, sufficient pairs of Category-3 UTP in 100 pair increment cables, shall be installed, from MDF to all other IT IDF rooms, to cover current and future needs of telephone wires and data circuits for the area served by that particular IT room. 25 pair Category-5 can be used for backbone tie cables.



Sufficient telephone wire-pairs from the IT service provider shall also be brought into the MPOE to cover current and future requirements of telephone wires and data circuits for the building. Blue is OAK's standard color for voice cables and jacks.

- Fiber Optic Cables: One, 24-strand, Multi-mode cable and one, 24-strand, Single-mode cable shall be installed inside the inner-duct and all inner-duct will be installed into conduit from the MDF to each and every IT IDF room in the building. All fiber optic cables shall be terminated in fiber patch panel enclosures installed inside a standard 19"W 7'H equipment rack.
- Data Cables: Category-6 cables shall be installed from the MDF to each and every IT IDF room in the building. All Category-6 data cables shall be terminated on Cat-6, RJ45 patch panels installed inside a standard 19"W 7'H equipment rack.

▪ **Cross-connect Facilities**

- All voice backbone and horizontal cables shall be terminated on CAT6 rated, 110 style, punch-blocks. All data backbone and horizontal cables shall be terminated in jackfields that are rack-mounted.
- Cables of similar type shall be terminated next to each other.
- Metal D-rings or other ITT approved patch cord management system shall be provided.

▪ **Cross-connect Color Coding**

- OAK ITT does follow industry standards for color-coding backboards and cross-connects.
- Backboards shall be painted white.

**B. IT Closets**

- Where shallow closets are required, the closet dimension shall not be less than 8 foot, six inches long x 24 inches deep. (8'6" x 24")
- Installation of active equipment in shallow and small walk-in closets is not permitted.
- A shallow closet shall not be less than 18 square feet.

**C. Work Areas**

- Work area outlets shall be connected by horizontal cabling, point-to-point, to the IT room/closet.
- Work area outlets shall contain between four and six, eight-position, RJ45 type modular jacks installed for each cubicle. The top two jacks shall be for voice, and the bottom two or four jacks shall be for data.
- Work area outlet boxes shall be single gang boxes and shall be flush-mounted.

- Work area outlet boxes shall be fed with minimum 3/4 inch conduit.
- Work area outlets shall be mounted at the same height as the existing convenience outlets, unless directed otherwise by OAK ITT.
- Work area outlets shall be canted at a 45 to 55 degree exit.
- Work area outlets shall be labeled at the outlet, on the front of the wall plate and in the IT IDF room/closet.
- Work area outlets shall meet or exceed the performance criteria for the cable type used, i.e. CAT6.

#### D. Tenant/Other OAK Bureaus IT Closets

- Tenant IT closets shall be installed in new construction, and shall be used for tenant's equipment.
- Contractor shall meet with the tenants and/or OAK ITT to determine their needs.

### 7.0 PATHWAYS

#### 7.1 Conduits

- Power lines shall not run in communications conduits.
- EMT, IMC and Rigid metallic conduit shall be reamed and have a bushing installed.
- The maximum number of cables that can be installed with two 90-degree bends is 40 percent of perfect fill.
- Conduit fill shall be reduced by 15 percent for each additional 90-degree bend, not to exceed 360 degrees of bend.
- Conduits shall not run more than 150 feet or have more than two 90 degree bends without pull-boxes:
- Each conduit shall have a pullstring inserted and tied off at each end.
- One 4 inch conduit entering the IT IDF room and one 4 inch conduit leaving the IT IDF room shall have three, 1-1/4", orange-colored, innerducts or four 1-inch orange-colored innerducts installed with pullstrings in each.
- All conduit bends shall be long sweeping bends.
- The inside bend radius for conduits sized 2 inches or less shall be a minimum of 6x the internal diameter of the conduit.
- The inside bend radius of conduits sized greater than 2 inches shall be a minimum of 10x the internal diameter of the conduit.
- All conduits shall be labeled on both origin and destination ends.

#### 7.2 Conduits – Buried

- **Physical clearances**
  - Minimum of 3 inches when near power, light, and other conduits.
  - Minimum of 6 inches when crossing oil, gas, water, and other pipes.
  - Minimum of 12 inches when running parallel to oil, gas, water, and other pipes.
  - Minimum of 12 inches when below the top of railroad rails.
- **Burial depths**

Consult NEC article 300-5

▪ **Warning Tapes**

- Orange colored, detectable, plastic warning tapes shall be installed to prevent accidental dig-ups.

**7.3 Cabletrays**

- Cabletrays shall be a standard twelve inches wide and mounted at least 8 feet above finished floor.
- Cabletrays shall be supported to carry the rated weight.
- Cabletrays parts shall be bonded to a number 6 AWG copper conductor and connected to the grounding busbar.
- Exterior cable tray shall be enclosed and shall be factory perforated for ventilation and drainage.

**7.4 Innerducts**

- Innerduct shall be installed in all conduit systems where fiber optic cable is placed.
- For new multiple conduit installations, three 1-1/4" innerducts or four 1" innerducts shall be pulled and shall include pull strings.
- Innerducts shall be labeled every 150 feet. Label shall include source and destination.

**7.5 Power Poles**

- Dual channel, vertical, power poles may be used to feed modular furniture that is not adjacent to a wall outlet.
- Power poles shall be fed with 3/4 inch EMT conduit.
- Power and communications shall be routed in separate channels.

**7.6 Direct Burial**

- Direct burial shall not be used as a cable installation method on the OAK campus.

**7.7 Surface-mount**

- Surface-mount raceways shall be used only if there is no other alternative pathway for cables. Prior approval by OAK ITT is required.

**7.8 Raised Floors**

- Cables shall not lay on the floor. Cables shall be installed in a cable tray suspended above the floor.

**7.9 Pull Boxes**

- Sized according to the NEC, unless specific sizes are specified.
- Conduits shall not run more than 150 feet or have more than two 90 degree bends without pull boxes.
- Conduit entry points shall be placed at opposite ends of the pull box if possible.

**7.10 Maintenance Holes**

- Shall have an H-20 or higher rating for deliberate heavy vehicular traffic for non-airfield installations.

- Airfield installations shall have an aircraft rating.
- Maintenance holes shall be sized a minimum 4 feet long x 2 feet wide x 4 feet deep (4' x 2' x 4') to allow the coiling of 50' of extra fiber optic cable.

#### 7.11 Ductbanks

- If rigid nonmetallic PVC is used, all conduits shall be schedule 40 or 80, and all bends shall be schedule 80.
- Ductbank installation shall meet state general order #128 codes.
- Conduits shall be encased in concrete and shall have an orange electronic marker strip for future location purposes.

#### 7.12 Man-holes

- Manholes shall be tested for explosive and oxygen-displacing gases, prior to entry.
- Manholes shall be exhausted and ventilated as required.
- Manholes having abnormal gas levels shall be reported to the ITT Supervisor for record-keeping.
- New manhole dimensions shall not be less than 12 feet long x 6 feet wide x 10 feet high. (12' x 6' x 10")
- Distances between manholes shall not exceed 400 feet, 500 feet is allowed in special cases (Consult OAK ITT).
- Bend radii of conduit entering manholes shall be 9 feet minimum.
- New manholes shall have cable rack supports, cable hangars, and a metal ladder secured to the structure.
- Manhole covers shall be numbered by welding the numbers on top of the manhole cover.
- Manhole numbers shall also be painted on the inside collar of the manhole.

#### 7.13 Aerial Pathways

- Poles shall not be set except for temporary projects and only then with approval from the OAK Project Manager.
- Communications cable shall be mounted 40 inches below any power lines and 15.5 feet above streets and driveways.
- Aerial cable spans shall not exceed 98 feet to the building.
- Aerial cable entrances shall be limited to 100 pairs.

#### 7.14 Firestopping

- All penetrations made through fire-rated structures by conduits, cables, innerducts, cable trays, and duct banks shall be sealed with approved firestopping materials.
- Firestopping materials shall be sufficient to restore the fire-rating of the penetrated structure.
- Putty-type firestopping material is preferred for ease of firestop reentry.

#### 7.15 Core Drilling

- Core drilling concrete floors may be permitted with approval from OAK Project Manager provided that structural integrity is not compromised.

- The concrete shall be X-rayed prior to drilling, and that X-ray given to the Project Manager along with a request for core drilling.
- The concrete slurry from the drilling operation shall not be allowed to stain anything either above or below it. Provisions shall be made to protect the environment and contain the slurry.
- All spillage shall be cleaned up.
- The core-drilled opening shall be properly firestopped.

## 8.0 PATHWAY INSTALLATION METHODS

### 8.1 Copper

- In ceilings, copper cables must be ran in conduit from termination to termination.
- Hook and loop cable ties may be used to secure copper cables.
- Adhesive-mounts, one inch square, can be used on metallic surfaces to secure cable ties. e.g., equipment cabinets and racks.
- Screw-mounts, one inch square, can be used on backboards provided that they are secured with flat-head mounting screws.
- All wall outlets should be in wall with flush mount plastics inserts.

### 8.2 Coaxial

- Similar to copper.

### 8.3 Fiber

#### A. Pulling

- In ceilings, fibers cables must be ran in conduit from termination to termination.
- Fiber pulling tension shall be limited with either break-away swivels or the use of a slip-clutch capstan rated at the manufacturer's recommendation.

#### B. Supporting

- Hook and Loop ties shall be used to secure fiber optic cables.
- Cable ties shall not be used.

#### C. Splicing

- All splices shall be fusion splices. Mechanical splices are not permitted.
- Splices shall be protected in approved splice cases.
- Underground splices shall be enclosed in a waterproof splice case.

#### D. Connectorizing

- Connectors shall not be installed and polished in the field.
- Only pre-ultra PC-polished (for singlemode) and regular polish (for multimode) pigtails shall be fusion spliced to the cable.

### 8.4 Microwave

- To be determined, Consult OAK Project Manager and OAK Information Technology and Telecommunications for details.

#### 8.5 Wireless

- To be determined, Consult OAK Project Manager and OAK Information Technology and Telecommunications for details.

#### 8.6 Rooftops

- Rooftop Junction Box: One junction box for each Vertical Cable Riser with two 4" conduits for each junction box shall be provided on the building rooftop. Each IT junction box shall be connected to the closest IT room via two 4" conduits.

#### 8.7 Antennas

- Antenna Support: Install antennas using existing roof antenna mounting facilities. Contact OAK Information Technology and Telecommunications for details.
- Antenna transmission lines should follow the manufacturer's specifications on minimum bending radius, connector installation, and support requirements; wrap-lock or other smaller support equipment are not permitted.

### 9.0 EQUIPMENT

#### 9.1 Copper

##### A. Backbone Cables

##### - Voice

Sufficient pairs of 22 AWG, 100 ohm, UTP, OSP, CAT3 UTP shall be installed, from MDF to all other IT IDF rooms, to cover current and future needs of telephone wires and data circuits for the area served by that particular IT room. Sufficient telephone wire-pairs from IT service provider shall also be brought into MPOE of the building to cover current and future needs of telephone wires and data circuits for the building.

##### Acceptable Products:

- Avaya or equal.

##### - Data

Data Cables: Sufficient quantity of 24 AWG, 100 ohm, UTP, 25 pair CAT5e shall be installed from the MDF to all other IT IDF rooms in the building. All Category-5e cables shall be terminated on 110 blocks installed inside a standard 19"W 7"H equipment rack.

##### Acceptable Products:

- Avaya or equal.

##### - Termination panels

Provide sufficient quantity of 300 or 900 pair, fully equipped with 110 blocks, termination frames to be installed inside a standard 19"W 7"H equipment rack. This should include all 4 pair chips.

Acceptable Products:

- Avaya or equal.

**B. Horizontal Cables**

- Cat-6 UTP: Sufficient quantity of 24 AWG, 100 ohm, UTP Category-6, 4-pair UTP shall be installed as an universal structured cable for the structured cable plant at each building. These Cat-6 cables shall be used as a universal cable for all IT needs, including telephone, data, fax, video, audio, etc. Cat-6, 4-pair, UTP cables shall be installed at all conceivable required Locations and for future expansion needs. Each location shall be installed with a minimum of two, Cat-6, UTP cables. Termination of the Cat-6 UTP cables shall be on CAT6 RJ45 jacks on a six-slot single-gang faceplate. All terminations of Cat-6 UTP cables shall conform to EIA/TIA-568B standard.

Acceptable Products:

- Avaya Cat6, or equal.

**C. Cross Connect Jumpers**

- 24 AWG, 100 ohm, UTP, CAT6.

Acceptable Products:

- Avaya or equal.

**D. Data Cables**

- All Cat-6 Data UTP cables shall be terminated 110 blocks inside equipment rack. All data UTP cable termination shall conform to EIA/TIA-568B standards. Wire-minders shall also be installed for cable management.

Acceptable Products:

- Siemon or equal.
- Avaya or equal.

**E. Control/Low Voltage Cable**

- Follow manufacturer's recommendation.

Acceptable Products:

- Belden or equal.

**F. Speaker Cable**

- 14 AWG, unshielded, twisted pair.

Acceptable Products:

- Belden or equal.

#### G. Equipment Cabinets

Provide standard 19 inch, 7 foot high

##### Acceptable Products:

- Stantron or equal.

#### H. Cable Tray

Provide 12 inch ladder rack type cable tray unless otherwise directed.

### 9.2 Coaxial

#### A. Cable TV (CATV)

- The cable used depends upon the length of the run.

##### Acceptable Products:

- Belden or equal

#### B. Closed Circuit TV (CCTV)

- The cable used depends upon the length of the run.

##### Acceptable Products:

Belden

Siecor

Avaya

Video CCTV runs greater than 1500 feet must use fiber optic cables.

### 9.3 Fiber Optic

#### A. Backbone/Backbone Cables

- Fibers Optic cables that are run underground shall have fifty feet of cable coiled up in every other manhole along the run. These cables shall be dressed neatly and secured to the inside walls of the manhole.
- Fibers Optic cables that are run underground shall have three labels attached. One label shall be attached on the spare coiled-up fiber or in the center between the entrance and exit of the manhole. One label shall be attached within twelve inches of the entrance and one label within twelve inches of the exit of the conduits in the manhole. (See OAK ITT for Labels)
- For cables installed within buildings, one 24-strand, MM, 62.5/125µm, fiber optic cable, and one 24-strand, SM, 8.3/125µm, fiber optic cable shall be installed inside inner-duct from the MDF to all other IT IDF rooms in the building. All fiber optic cables shall



be terminated in fiber patch panel enclosures installed inside a standard 19"W 7"H equipment rack.

Acceptable Products:

Avaya  
Siecor

**B. Horizontal Cables**

- 6-strand MM and 6-strand SM fiber optic cable shall be provided to all conceivable required locations for high-speed IT devices. Terminations of all fiber optic cables shall conform to EIA/TIA-568ST standard.

Acceptable Products:

Siecor  
Avaya

**C. Patch Panels – Wall mount**

- All fibers shall be terminated with standard ST connectors in fiber patch panels. Terminations of all fiber optic cables shall conform to EIA/TIA-568ST standard.

Acceptable Products:

Siecor

**D. Patch Panels – Rack mount**

Acceptable Products:

- In equipment racks in OAK MDF/IDF rooms, use:
  - Siecor 72 port patch panels – match existing.
  - Lockable front covers are required.

**E. Fiber Optic Adapters**

Acceptable Products:

- Siecor "ST" adapter (coupler)
- Fiber optic adapters shall be color coded to differentiate between singlemode and multimode fibers. Blue-colored adapters for singlemode and beige-colored adapters for multimode are the accepted standard

**F. Fiber Optic Pigtails**

- Pre-polished connectorized pigtails are fusion spliced to the cable. Connectors shall not be installed and polished in the field.
- Singlemode – Siecor cable (or equal), 6 foot (2 meter) length, ultra PC polish, Siecor "ST" connector, fusion spliced, heat shrink protected on the splice.

- Multimode - Siecor cable (or equal), 6 foot (2 meter) length, regular polish, Siecor "ST" connector, fusion spliced, heat shrink protected on the splice.

Acceptable Products:

- Siecor cable

**G. Fusion-splice Protection Sleeves**

- Any reliable protector is acceptable. Heat shrink sleeves are preferred.

Acceptable Products:

- Siecor heat-shrink sleeves

**H. Fiber Optic Jumpers**

- For single fiber circuits, use single strand jumpers. For duplex fiber circuits, use zipcord jumpers.

Acceptable Products:

- Siecor fiber or equal.
- Siecor connectors or equal.
- Ultra PC polish for singlemode.
- Connector types as required.
- Lengths as required.

**I. Innerduct**

- OAK ITT only uses orange-colored innerduct so as not to be confused with other agencies.

Acceptable Products:

- Plenum installations.
  - Any plenum-rated innerduct that has the plenum rating visibly stamped on the outside of the innerduct.
- Riser installations.
  - Any plenum-rated or riser-rated innerduct that has the rating visibly stamped on the outside of the innerduct.
  - If the riser transitions to a plenum, then the innerduct shall be plenum-rated.
- EMT, IMC or rigid conduit installations.
  - Any ribbed PVC innerduct in straight underground installations where the bending radius allows.
  - Any corrugated PVC innerduct.

**J. Keys, Locks, and Anti-tamper Tools**

- All keys and anti-tamper tools for the patch panels shall be given to OAK ITT, and shall be keyed alike.

#### 9.4 Microwave

Acceptable Products:

- To be determined.

#### 9.5 Wireless

Acceptable Products:

- To be determined.

#### 9.6 Antennas

Acceptable Products:

- To be determined.

### 10.0 EQUIPMENT MOUNTING METHODS

#### 10.1 Cabinets

- Match existing 19 inch, 7 foot high, Strantron (or equal) cabinets. Inside the cabinets, six (6) vertical mounting rails are required instead of the normal four. The extra two rails shall be mounted on each side and inline with the rear of the installed equipment (usually about 1/2 to 2/3 the depth of the cabinet), and shall be used for dressing the equipment cables.

Facing the rear of the cabinets, rear cabinet doors shall hinge on the left. Doors shall be outfitted with a cabinet lock and shall be keyed alike. Keys shall be given to OAK ITT.

Two (2) multi-outlet electrical power strips shall be mounted on the door-hinge side. These power strips shall extend the entire height of the cabinet and shall contain a minimum of twelve (12) outlets each, for a total of twenty four (24) outlets per each cabinet.

Each cabinet and equipment racks shall have a grounding bus. All ground busses shall be connected to each other with a No. 4 gauge green insulated copper conductor. All rack-mounted equipment shall be grounded at a single point on the ground buss. All rack-mounted equipment shall be checked for ground continuity between the equipment casing and the equipment rack.

All grounds and ground busses shall be connected to the electrical panel ground buss via a No. 6 gauge minimum, insulated stranded copper cable. This ground shall be used for the sole purpose of providing a ground to the communications system.

## 10.2 Racks

- Equipment racks shall be 19 inches, 7 foot high.
- Each rack shall be powered by two 120 VAC, 20 amp, circuit breakers.
- Each rack shall have a full-length, 12 outlet, power strip installed.

## 10.3 Wall Mounting

- NOT USED

## 10.4 Hardware

- All fastening hardware used outdoors shall be stainless steel grade 18-8 or better.

# 11.0 TESTING

All cable test performance records shall be provided in hard and soft copy.

## 11.1 Copper

- **CAT5/6 Cabling**
  - Wire Map.
  - Length.
  - Attenuation.
  - Near-End Crosstalk.
  - Propagation Delay/Delay Skew.
  - Power Sum NEXT.
  - ACR/Power Sum ACR.
- **CAT5e and CAT6 Cabling**
  - Wire Map.
  - Length.
  - Attenuation.
  - Near-End Crosstalk.
  - Propagation Delay/Delay Skew.
  - Power Sum NEXT.
  - ACR/Power Sum ACR.
  - ELFEXT.
  - Return Loss.

## 11.2 Coaxial

- DC loop resistance
- Wire Map
- Length
- TDR
- Attenuation
- Noise

## 11.3 Fiber

- Total OTDR trace to include the following:

- Total attenuation
- Attenuation per kilometer
- Total fiber length
- Measurement direction
- Date
- End to end power meter test in both directions.
- Wire Map

- 11.4 Microwave**
- To be determined.

- 11.5 Wireless**
- To be determined.

## **12.0 ADMINISTRATION**

- 12.1 Records**
- The following work activities should be documented and recorded:
    - Statement of work to be performed
    - Project schedules
    - Minutes of meetings
    - Emergency contact lists
    - Miscellaneous notes and photos

## **12.2 Labeling**

### **A. General**

- All labels shall be computer or label maker generated.

### **B. Conduit**

- All conduit runs shall be labeled on origin and destination ends

### **C. Innerduct in Pull Boxes, Maintenance holes, and Manholes**

- Every innerduct installed shall have a brass or plastic tag that contains the origin, destination, and/or tenant. These tags shall be placed at both ends and in every pull box, handhole, or manhole along the pathway. These tags shall be securely fastened so that they cannot be accidentally removed.

- Example 1: COMM CTR TO ADMIN BSMT

- Example 2: T2, Room 129 TO T1, MPOE

- Example 3: Terminal 1, Room 0.1  
Terminal 2, Room 0.2  
XYZ Airlines

### **D. Cables**

- All cables shall be labeled, and that labeling schedule provided on as-built prints.

#### E. Fiber Optic Jumpers

- All Fiber patch panels shall be labeled.
- All fibers in a jumper shall be identified with white heat shrink labels, 5/8" to 3/4" wide by 1 to 1 1/2" long, and shall be placed over the boot of the connector. The heat shrink label shall not be shrunk.
- Labeling format for jumpers in the IT IDF rooms is as follows:
  - Line 1 is the near port of the jumper. The format is: AAA-RXX-Y-ZZ where AAA is the two or three letter building code, RXX is the rack number, Y is the shelf number, and ZZ is the port number.
  - Line 2 is the far port of the jumper. The format is: AAA-RXX-Y-ZZ where AAA is the two or three letter building code, RXX is the rack number, Y is the shelf number, and ZZ is the port number.
  - Line 3 is the circuit number. The format is #XXXX where XXXX is the circuit identification number as assigned by ITT.
- Example: CC-R59-3-25  
CC-R53-1-10  
CKT #3007
- Labeling format for all other jumpers is on three lines and is as follows:
  - Line 1 is the near port. The format is: XXX-YY-ZZ where XX is the two or three letter building code, YY is the patch panel number in that building, and ZZ is the port number in that panel.
  - Line 2 is the far port. The format is XXX-YY-ZZ where XX is the two or three letter building code, YY is the patch panel number in that building, and ZZ is the port number in that panel.
  - Line 3 is the circuit number. The format is #XXXX where XXXX is the circuit identification number as assigned by ITT.
- Example: AD-3-14  
AD-4-22  
CKT #2557

#### F. Work Areas

- Work area cabling shall be labeled at each end.
- Work area outlets shall be labeled on the front of the wall plate.

#### G. Tenant Areas

- The Tenant is responsible for his equipment within his leasehold. No tenant equipment shall be install in either an IDF or tenant wiring closet. The tenant shall interface into the Airport's network and/or telephone system in the Tenant wiring closet, and is

responsible to route his cabling from his leasehold into the tenant wiring closet. This includes conduit and cable. Once the tenant has installed his cable into the tenant wiring closet, the Airport will cross connect the circuits for the tenant

### 12.3 Documentation

- Upon completion of installation and after the final acceptance of all systems, the contractor shall supply a complete set of as-built documentation as follows:
  - Site plan
  - System block diagram
  - Interconnection diagram
  - As-built prints of the conduit installation with routing
  - Final acceptance test data report
  - Updated Material List with quantities, model numbers and serial numbers
  - Manufacturer manuals/data sheets on all equipment
  - Manufacturer representatives and telephone numbers
  - Operation and Maintenance manuals
- The above documentation shall illustrate in details the interconnection of every component in its correct functional relationship showing the positional and geographical location. The above documentation shall also include the following information:
  - All signal levels
  - All cable numbers
  - All grounding points
- Two (2) size "B" hard copies of the System block diagrams and Multi-wire Line diagrams must be submitted, along with one electronic copy in AutoCad (Version 14 or AutoCad 2000) or DXF file format on Iomega 100 Mb zip diskettes or CD ROM. In addition, two (2) hard copies of all other documents shall be provided.
- All information including, but not limited to, the definition of symbols, terms, acronyms shall be included to assist a clear understanding of the documentation.

END OF SECTION

**Amendment No. 1 to Space Use Permit**

**THIS AMENDMENT NO. 1 TO SPACE USE PERMIT** dated for reference purposes as of July 1, 2017, by and between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Port"), and **BOINGO WIRELESS, INC.**, a California corporation ("Permittee").

**WITNESSETH**

**WHEREAS**, the Port and Advanced Wireless Group, LLC ("Original Permittee") entered into that certain Space/Use Permit dated May 12, 2012, (the "*Permit*"); and

**WHEREAS**, the *Permit* commenced on July 1, 2012, and is scheduled to expire on June 30, 2017; and

**WHEREAS**, the Original Permittee assigned the *Permit* to **Boingo Wireless, Inc.**, a California corporation ("Permittee") in October 2013; and

**WHEREAS**, the Port and Permittee desire to enter into this Amendment No. 1 ("*Amendment*") to extend the term of the *Permit* as set forth below.

**NOW THEREFORE**, it is mutually agreed as follows:

1. **Term:** Section 6 of the *Permit* shall be amended by adding the following at the end of such Section:

"The Term of the *Permit* shall be extended, on a month-to-month basis, not to exceed twelve (12) months (the "*Extended Term*"). The Extended Term will commence on July 1, 2017 and will expire on June 30, 2018. The Term shall automatically extend each month, up to the expiration date, unless either party gives the other party 30 days prior notice of its election to not extend the *Permit*".

2. Except as expressly amended by this *Amendment*, all terms and conditions of the *Permit* shall continue in full force and effect and are hereby ratified, confirmed and approved.
3. This *Amendment* may be executed and delivered in counterparts (including by facsimile or email), each of which, when executed and delivered, shall be deemed to be an original, but which together shall constitute the same document.




IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

Dated: 7-13-17

By:   
Executive Director

CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners,

Dated: 6/26/2017

By:   
BOINGO Wireless, Inc. a California corporation  
673BF7DC464C40C...  
Doug Lodder

BOINGO Wireless, Inc. a California corporation

THIS AMENDMENT NO. 1 SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL IT IS SIGNED BY THE PORT ATTORNEY

Approved as to form and legality  
this 4th day of August, 2017

  
Port Attorney

PA# 2017-202

Order no. 4427

**Amendment No. 1 to Space Use Permit**

**THIS AMENDMENT NO. 1 TO SPACE USE PERMIT** dated for reference purposes as of July 1, 2017, by and between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Port"), and **BOINGO WIRELESS, INC.**, a California corporation ("Permittee").

**WITNESSETH**

**WHEREAS**, the Port and Advanced Wireless Group, LLC ("Original Permittee") entered into that certain Space/Use Permit dated May 12, 2012, (the "*Permit*"); and

**WHEREAS**, the *Permit* commenced on July 1, 2012, and is scheduled to expire on June 30, 2017; and

**WHEREAS**, the Original Permittee assigned the *Permit* to **Boingo Wireless, Inc.**, a California corporation ("Permittee") in October 2013; and

**WHEREAS**, the Port and Permittee desire to enter into this Amendment No. 1 ("*Amendment*") to extend the term of the *Permit* as set forth below.

**NOW THEREFORE**, it is mutually agreed as follows:


1. **Term:** Section 6 of the *Permit* shall be amended by adding the following at the end of such Section:

"The Term of the *Permit* shall be extended, on a month-to-month basis, not to exceed twelve (12) months (the "*Extended Term*"). The Extended Term will commence on July 1, 2017 and will expire on June 30, 2018. The Term shall automatically extend each month, up to the expiration date, unless either party gives the other party 30 days prior notice of its election to not extend the *Permit*".

2. Except as expressly amended by this *Amendment*, all terms and conditions of the *Permit* shall continue in full force and effect and are hereby ratified, confirmed and approved.
3. This *Amendment* may be executed and delivered in counterparts (including by facsimile or email), each of which, when executed and delivered, shall be deemed to be an original, but which together shall constitute the same document.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

Dated: 7-13-17

By:   
Executive Director

CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners,

Dated: 6/26/2017

By:   
673BF7DC484C40C...  
Doug Lodder

BOINGO Wireless, Inc. a California corporation

THIS AMENDMENT NO. 1 SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL IT IS SIGNED BY THE PORT ATTORNEY

Approved as to form and legality  
this 4<sup>th</sup> day of August, 2017

  
Port Attorney  
PA# 2017-302

Ordinance 4427

**Amendment No. 2 to Space Use Permit**

THIS AMENDMENT NO. 2 TO SPACE USE PERMIT dated for reference purposes as of June 1, 2018, by and between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Port"), and **BOINGO WIRELESS, INC.**, a California corporation ("Permittee").

**WITNESSETH**

**WHEREAS**, the Port and Advanced Wireless Group, LLC ("Original Permittee") entered into that certain Space/Use Permit dated May 12, 2012, (the "*Permit*"); and

**WHEREAS**, the *Permit* commenced on July 1, 2012, and is scheduled to expire on June 30, 2018; and

**WHEREAS**, the Original Permittee assigned the *Permit* to **Boingo Wireless, Inc.**, a California corporation ("Permittee") in October 2013; and

**WHEREAS**, the *Permit* was amended per **Amendment No. 1 to Space Use Permit** on July 1, 2017; and

**WHEREAS**, the Port and Permittee desire to enter into this Amendment No. 2 ("*Amendment*") to extend the term of the *Permit* as set forth below.

**NOW THEREFORE**, it is mutually agreed as follows:

1. **Term:** Section 6 of the *Permit* shall be amended by adding the following at the end of such Section:

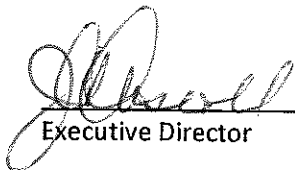
"The Term of the *Permit* shall be extended, on a month-to-month basis, not to exceed six (6) months (the "*Extended Term*"). The Extended Term will commence on July 1, 2018 and will expire on December 31, 2018. The Term shall automatically extend each month, up to the expiration date, unless either party gives the other party 30 days prior notice of its election to not extend the *Permit*".

2. Except as expressly amended by this *Amendment*, all terms and conditions of the *Permit* shall continue in full force and effect and are hereby ratified, confirmed and approved.
3. This Amendment may be executed and delivered in counterparts (including by facsimile or email), each of which, when executed and delivered, shall be deemed to be an original, but which together shall constitute the same document.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.


CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners,

Dated: June 15th, 2018

By:  for C. Lytle 6/15/18  
Executive Director

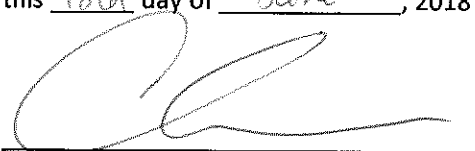
BOINGO Wireless, Inc., a California corporation

Dated: \_\_\_\_\_

By:   
Zachary Sterngold  
VP

THIS AMENDMENT NO. 2 SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL IT IS SIGNED BY THE PORT ATTORNEY

Approved as to form and legality  
this 18th day of June, 2018

  
Port Attorney

PA# 2018-192

*Addendum No. 1*

*Exhibit 4*

*Monthly Revenue Reports for July 2017 through September 2018*

Advanced Wireless Group, LLC  
Boingo Wireless, Inc  
Monthly Revenue Report for July 2017 - June 2018  
Port of Oakland & Oakland International Airport - OAK

	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	YTD TOTALS
Advertising and Portal Sponsors	\$ 17,780.98	\$ 9,884.76	\$ 16,564.30	\$ 9,243.12	\$ 15,409.83	\$ 8,827.21	\$ 2,916.39	\$ 4,711.40	\$ 8,831.87	\$ 1,350.26	\$ 3,871.56	\$ 15,617.53	\$ 115,009.20
Concession Sales (Private Services)	\$ 1,286.98	\$ 1,760.98	\$ 1,286.98	\$ 1,286.98	\$ 1,286.98	\$ 1,286.98	\$ 1,286.98	\$ 1,760.98	\$ 1,286.98	\$ 1,286.98	\$ 1,286.98	\$ 1,286.98	\$ 16,391.76
Credit Card Sales (Ad-Hoc)	\$ 1,335.60	\$ 1,102.05	\$ 906.30	\$ 938.10	\$ 993.75	\$ 787.05	\$ 771.15	\$ 779.10	\$ 731.40	\$ 707.55	\$ 628.05	\$ 596.25	\$ 10,276.35
Paid and Roaming WiFi Access	\$ 19,240.53	\$ 17,474.41	\$ 16,220.66	\$ 18,703.77	\$ 19,552.66	\$ 19,701.74	\$ 15,948.36	\$ 15,251.06	\$ 16,927.57	\$ 16,779.56	\$ 18,565.57	\$ 19,794.99	\$ 214,160.86
<b>Total Revenue</b>	<b>\$ 39,644.09</b>	<b>\$ 30,222.19</b>	<b>\$ 34,978.24</b>	<b>\$ 30,171.97</b>	<b>\$ 37,243.21</b>	<b>\$ 30,602.97</b>	<b>\$ 20,922.88</b>	<b>\$ 22,502.54</b>	<b>\$ 27,777.82</b>	<b>\$ 20,124.36</b>	<b>\$ 24,352.16</b>	<b>\$ 37,295.74</b>	<b>\$ 355,838.17</b>
MAG (prepaid)	\$ 10,416.67	\$ 10,416.67	\$ 10,416.67	\$ 10,416.67	\$ 10,416.67	\$ 10,416.67	\$ 10,416.67	\$ 10,416.67	\$ 10,416.67	\$ 10,416.67	\$ 10,416.67	\$ 10,416.67	\$ 125,000.00

For report inquiries, please contact Dhara Nakrani at [dnakrani@boingo.com](mailto:dnakrani@boingo.com).  
For payment inquiries, please contact Accounts Payable at [ap@boingo.com](mailto:ap@boingo.com).

Advanced Wireless Group, LLC

Boingo Wireless, Inc

Monthly Revenue Report for July 2018 - December 2018

Port of Oakland & Oakland International Airport - OAK

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	YTD TOTALS
Advertising and Portal Sponsors	\$ 11,211.94	\$ 14,709.26	\$ 24,465.57				\$ 50,386.77
Concession Sales (Private Services)	\$ 1,286.98	\$ 1,286.98	\$ 1,286.98				\$ 3,860.94
Credit Card Sales (Ad-Hoc)	\$ 524.70	\$ 604.20	\$ 413.40				\$ 1,542.30
Paid and Roaming WiFi Access	\$ 20,859.46	\$ 20,335.41	\$ 12,983.84				\$ 54,178.71
<b>Total Revenue</b>	<b>\$ 33,883.08</b>	<b>\$ 36,935.85</b>	<b>\$ 39,149.79</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 109,968.72</b>
MAG (prepaid)	\$ 10,416.67	\$ 10,416.67	\$ 10,416.67	\$ 10,416.67	\$ 10,416.67		\$ 52,083.33

For payment questions, please contact Accounts Payable at [ap@boingo.com](mailto:ap@boingo.com).

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