

Attachment A to Agenda File No. 2023-0059

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San Diego Unified Port District

(28)

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Office of the District Clerk

TIDELANDS USE AND OCCUPANCY PERMIT
(PUBLIC RIGHT OF WAY)

THIS PERMIT, granted this 8th day of February, 2023 (“**Effective Date**”), by the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter called "**District**," to NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, hereinafter called "**Tenant**," WITNESSETH:

District for the considerations hereinafter set forth, hereby grants to Tenant upon the terms and conditions and for the purposes and non-exclusive uses hereinafter set forth, the right to use and occupy portions of existing or replacement District-owned light standards located in the public right-of-way on those lands conveyed to the San Diego Unified Port District by that certain Act of the Legislature of the State of California, entitled "San Diego Unified Port District Act," Stats. 1962, 1st Ex. Sess., c. 67, as amended, which light standards are comprised of the individual "Pre-Selected Site(s)" more particularly described and depicted on Exhibit A hereto. The Pre-Selected Sites may be collectively referred to in this Permit as the "**Premises**."

This Permit is granted upon the following terms and conditions:

- 1. TERM:** The initial term of this Permit shall be for five (5) years, commencing on the Effective Date and ending on the sixty (60) month anniversary thereafter (the "**Initial Term**"), unless sooner terminated as herein provided. Following the Initial Term, this Permit will automatically renew for two (2) successive five (5) year periods (each a "**Renewal Term**"), unless Tenant provides District at least ninety (90) days' written notice of its intent not to renew prior to the end of the Initial Term or the first Renewal Term. The Initial Term and the Renewal Term(s) shall collectively hereinafter be referred to as the "**Term**." A Permit Year shall be the twelve (12) month period following the Effective Date, and each twelve (12) month period thereafter.
- 2. PRE-SELECTED SITES AND ACTIVATED SITES:** Prior to any use and/or occupancy of any Pre-Selected Site and prior to making any installations on a Pre-Selected Site, Tenant must first obtain all requisite permits and approvals required by Article 15 of the San Diego Unified Port District Code (the "**Wireless Ordinance**") and under all applicable Laws. Following Tenant obtaining all requisite permits and authorizations under the Wireless Ordinance and applicable Laws with respect to a Pre-Selected Site and the equipment to be installed thereon, such Pre-Selected Site shall become an "**Activated Site**" for purposes of this Permit. All Activated Sites and the accompanying equipment to be located thereon are set forth on Exhibit B attached hereto (as the same may be amended in accordance with the terms of this Permit). Tenant acknowledges and agrees that Tenant has no right to use and/or occupy a Pre-Selected Site prior to it becoming an Activated Site in accordance with the terms of this Paragraph 2, and nothing in this Permit, including, without limitation, the inclusion and description of a Pre-Selected Site, in any way limits the District's discretion under the Wireless

Ordinance, this Permit, or applicable Law. In addition, and notwithstanding anything to the contrary stated in this Permit, Tenant acknowledges and agrees that District is free to grant to any third party rights to a Pre-Selected Site as well as to any Activated Site (in the case of an Activated Site, subject to Paragraph 6.4).

3. ANNUAL RENT

3.1 As and for the rent, Tenant agrees to pay to District the following amounts annually for each Activated Site (such amounts, "**Rent**"). The rent schedule below, reflects an annual escalation equal to three percent (3%) above the annual Rent for each Permit Year, with annual adjustments occurring on the first day of each Permit Year as follows:

Permit Year 1	\$286 per site
Permit Year 2	\$295 per site
Permit Year 3	\$304 per site
Permit Year 4	\$322 per site
Permit Year 5	\$332 per site
Permit Year 6	\$342 per site
Permit Year 7	\$352 per site
Permit Year 8	\$363 per site
Permit Year 9	\$374 per site
Permit Year 10	\$385 per site
Permit Year 11	\$397 per site
Permit Year 12	\$408 per site
Permit Year 13	\$421 per site
Permit Year 14	\$433 per site
Permit Year 15	\$446 per site

3.2 **Alternate Rent.** In the event that and upon the relevant provisions of the FCC Declaratory Ruling ceasing to be effective, then Tenant shall automatically and immediately be obligated to pay Alternate Rent as described in this Paragraph 3.2. For each Activated Site, Tenant shall pay to the District the amount of one thousand five hundred dollars (\$1,500) per year, which amount shall be increased three percent (3%) annually on each anniversary of the Effective Date ("**Alternate Rent**") after such Alternate Rent becomes effective. The Alternate Rent for the first year for each Activated Site shall be pro-rated based on the number of days remaining in the Permit Year that the Alternate Rent becomes effective. There shall be no refunds of the Alternate Rent paid due to the termination or expiration of the Permit for any reason. If Tenant has paid Rent pursuant to the provisions of Paragraph 3.1 above for a Permit Year, and the relevant provisions of the FCC Declaratory Ruling subsequently cease to be effective during the same Permit Year, then on or before the first day of the next Permit Year, Tenant shall make a payment equal to the difference between (a) the pro-rated amount of Alternate Rent due for the Permit Year in question and (b) the pro-rated amount of Rent paid for remainder of the Permit Year in question. Should Alternate Rent become effective, any references to

“Rent” in this Permit shall be deemed to refer to the amount of Alternate Rent then in effect.

3.3

3.4 Tenant shall make the payment of Rent for Permit Year 1 within forty-five (45) days of the Effective Date. Rent for subsequent Permit Years shall be paid in advance on each anniversary of the Effective Date. Should additional Activated Sites be added to this Permit following the Effective Date, then when making the payment required under the prior sentence for the Permit Year immediately following the execution of an amendment to Exhibit B in accordance with the terms hereof to add such additional Activated Site(s), Tenant shall also make a pro-rated payment of Rent for the Permit Year in which the amendment was executed based on the number of days remaining in such Permit Year at the time the amendment was executed. All payments by Tenant to District shall be by a good and sufficient check or by electronic funds transfer. Checks must be made payable to the San Diego Unified Port District and can be hand delivered to the San Diego Unified Port District, Finance Department, 3165 Pacific Highway, San Diego, California, or mailed to the San Diego Unified Port District, Finance Department, Post Office Box 120488, San Diego, California 92112-0488. If Tenant requests, District agrees to provide to Tenant bank routing information for such purpose. District may change the designated place of payment and filing at any time upon ten (10) days' written notice to Tenant. Tenant assumes all risk of loss and responsibility for Late Charges, as hereinafter described.

3.5 Tenant hereby acknowledges that late payment by Tenant to District of Rent and other sums due hereunder will cause District to incur costs not contemplated by this Permit. Accordingly, in the event Tenant is delinquent in rendering to District an accounting of Rent due or in remitting the Rent or other amounts due in accordance with the provisions of this Permit, Tenant shall pay, in addition to the unpaid Rent and other amounts, five percent (5%) of the delinquent Rent and/or other amounts. If Rent or other amounts due hereunder remain unpaid at the end of fifteen (15) days after the due date, Tenant shall pay an additional five percent (5%) [being a total of ten percent (10%)] (collectively, “**Late Charges**”). The parties hereby agree that said Late Charges are additional rent and are not interest, and that said Late Charges are appropriate to compensate District for loss resulting from delinquent Rent or other amounts due hereunder including, without limitation, lost opportunities and the cost of servicing the delinquent account.

3.6 Acceptance of such Late Charges and any portion of the late payment by District shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent District from exercising any of its other rights and remedies. The District's Executive Director (in his/her sole and absolute discretion) shall have the right to waive for good cause any Late Charges upon written application of tenant for any such delinquency period.

3.7 No payment made by Tenant or receipt or acceptance by District of a lesser amount than the correct amount of Rent or other amounts due under this Permit shall be deemed to be other than a payment on account of the earliest Rent or other amounts due hereunder, nor shall any endorsement or statement on any check or any letter

accompanying any check or payment be deemed an accord and satisfaction, and District may accept such check or payment without prejudice to District's right to recover the balance or pursue any other available remedy.

4. USE

4.1 Any Activated Site shall be used only and exclusively for the purpose of, with proper permits and approvals (including any required by the District), installing, constructing, maintaining, repairing, operating, and removing, all at Tenant's sole cost and expense, the Communications Equipment and the fulfilment of responsibilities in this Permit, and for no other purpose whatsoever without the prior written consent of the District's Real Estate Director in each instance. "**Communications Equipment**" shall only include the antennas, radios, mounting brackets, equipment enclosures, meters, power disconnects, flexible metal conduits, grounding plates, wires, grounding pipes, coils, NEMA boxes, fiber optic cables, and related equipment and improvements (including if applicable Replacement Poles or other vertical structures) to be installed on each Activated Site in accordance with the Plans (as defined below). The Communications Equipment approved to be installed on each Activated Site is described and depicted on Exhibit B or as may be subsequently amended in writing by mutual agreement of an authorized representative of Tenant and the District's Executive Director or his or her authorized designee.

4.2 Tenant's operations and exercise of its rights hereunder shall not interfere with District operations or public use of District-owned property. In particular, Tenant acknowledges and agrees that any District owned light standard on an Activated Site is for the primary purpose of providing lighting and in some instances traffic control, and that if Tenant use is authorized under this Permit, accommodating Tenant's operations and use of Communications Equipment on District owned light standards is a secondary, subservient use. Communications Equipment shall not interfere with the operation of the light standard, or cause visual impairment, distraction, or confusion to motorists or pedestrians.

4.3 Tenant shall not use any Activated Site in any manner which creates a nuisance, as defined in California Civil Code Section 3479. Nothing in this Permit shall be construed as a limitation, restriction or prohibition against the District entering into agreements with other parties regarding the use of any Activated Site.

5. Radio Frequency Emissions

5.1 Tenant shall maintain any radio frequency ("**RF**") radiation associated with the Communications Equipment within the levels allowed by federal regulations set forth in Section 1.1310 of CFR 47 and OET Bulletin 65, or successor requirements. Any portion of an Activated Site casually accessible by the general public or by any worker at ground level shall be maintained below limits stated for General Population/Uncontrolled Exposure. Tenant shall report to the District any portion of an Activated Site discovered by Tenant to exceed such federally mandated limits. Tenant shall not hold the District responsible for its radiation levels found to exceed such limits.

Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Any Communications Equipment installed on an Activated Site may, at times, require shutdown to allow maintenance of antenna structures or light standards. Tenant shall reasonably cooperate with the District in connection with such maintenance, including shutting down its Communications Equipment if necessary, provided the District gives Tenant at least forty-eight (48) hours prior notice. Further, Tenant shall install a disconnect device at each Activated Site, so that in case of emergency, the District may disconnect such Communications Equipment from its power source and safely shut it down in the event there is not sufficient time to contact Tenant to request shut down. Tenant shall provide training to District's staff on disconnecting the Communications Equipment. Protection of employees performing service on buildings, roofs, light standards, air-conditioning equipment, communications equipment, or any other maintenance work is of primary concern. Any areas in which such employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by federal law and CAL-OSHA. Tenant shall provide the District with written shutdown procedures, contact names, and telephone numbers. Tenant shall notify the District, in writing, of any changes to the shutdown procedures, contact names, or telephone numbers at least ten (10) calendar days prior to the change.

5.2 Tenant shall comply with all requirements set forth in Paragraph 6 below, which may be updated from time to time in the District's reasonable judgment, in writing, provided that Tenant is provided with notice of such update and a copy of same, and further provided that such updates do not prevent Tenant from operating the Communications Equipment as permitted hereunder. Tenant agrees to use commercially reasonable efforts to ensure that all Communications Equipment installations, modifications, and maintenance will not result in degraded performance or RF interference with any District-authorized equipment, provided that the installation and operation of such District-authorized equipment pre-dates the installation of the Communications Equipment on an Activated Site and is being operated in compliance with applicable Laws.

6. INTERFERENCE PROTECTION REQUIREMENTS

6.1 In the performance and exercise of its rights and obligations under this Permit, Tenant shall not interfere in any manner with District's own services or the existence and operation of any and all private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities, electroliers, cable television, location monitoring services, public safety and other existing telecommunications equipment, utilities, or District property, without the express written approval of the owner or owners of the affected property or properties, except as expressly permitted by applicable Laws or this Permit. If such interference should occur, Tenant shall discontinue using the Communications Equipment, methodology, or technology that causes the interference until such time as Tenant takes corrective measures to eliminate such interference. In the event that such interference does not cease promptly, Tenant acknowledges that continuing interference may cause irreparable injury and harm, and therefore, in addition

to any other remedies, and without limitation of any other remedy, District shall be entitled to seek temporary and permanent injunctions against the breach of this Paragraph 6. Notwithstanding the foregoing, District and Tenant agree to work in good faith with each other and any other affected party to resolve any interference to or by Tenant.

6.2 Tenant shall be required to obtain the prior written consent of District's Executive Director or his/her designee documented in an amendment to Exhibit B, which shall not be unreasonably withheld or conditioned, in the event that Tenant desires to add additional Communications Equipment to an Activated Site. Notwithstanding the foregoing, Tenant may, without submitting a new application requesting for District's approval of an amendment to Exhibit B, modify or replace all or a portion of its Communications Equipment on an Activated Site so long as such modification or replacement (a) results in the installation of equipment within the spaces designated or depicted in the original Activated Site in Exhibit B, (b) does not increase the load on the applicable light standard, (c) either does not increase the RF emissions, or, if such modification or replacement does increase the RF emissions, Tenant provides a certification that the RF emissions are compliant with the requirements and standards set by the FCC ("**FCC Standards**"), (d) any visible equipment is substantially similar in appearance and dimensions (or smaller) than approved Communications Equipment it replaces, and (e) Tenant obtains any permits or authorizations required by the Wireless Ordinance and applicable Laws; however, the District may recognize the right of prior authorized tenants and withhold such consent or disallow use of a new, retuned, or modified installation pending settlement of any interference issues between Tenant and other authorized users. The District shall not be obligated for any loss, financial or otherwise, which may be incurred by Tenant as a result of the District withholding consent to the installation of additional Communications Equipment and the Tenant waives any claim for expense or loss which the Tenant might incur as a result of the District withholding such consent.

6.3 At the District's request, upon completion of the initial installation of a Tenant's Communications Equipment, or a material change in equipment for such installation anticipated to materially increase the RF emissions from the Communications Equipment, Tenant shall perform an RF emissions test post-installation to certify compliance with applicable FCC Standards, and will provide a copy of such post-installation compliance report to the District.

6.4 District agrees that if it grants third parties the right to use any Activated Site during the Term, such third parties will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing Communications Equipment. Tenant agrees to work with any such third party in good faith to resolve any potential inference.

6.5 Upon written request to Tenant provided by District, and no more frequently than once a year per Activated Site during the Term, Tenant will perform tests

to determine whether or not radio frequency interference or degraded performance is resulting to any existing authorized radio/electronic type uses at or near an Activated Site and provide a report (“**Report**”) to the District with respect to the Communications Equipment. This Report shall include the calculation parameters used to compile the Report, all intermodulation “hits,” and a brief description of the results of the intermodulation calculations.

6.6 It shall be the responsibility of Tenant to make complete arrangements and conduct all tests in accordance with applicable Federal/FCC Rules and Regulations.

6.7 On-the-air tests shall be conducted by the Tenant under the following technical conditions:

(a) The transmitted RF power shall be the maximum to be used and authorized at the Activated Site.

(b) On-the-air transmitter tests shall include the use of full allowable modulation.

(c) Antenna height(s), location(s) and type(s) shall be the same or comparable to the Plans.

(d) Tests shall include on-the-air operation of all participating transmitter(s) and receiver(s) in all possible combinations with the Tenant’s electronic equipment.

(e) All tests shall include testing with all frequencies planned for use by the Tenant at the Activated Site.

6.8 The Communications Equipment use proposed by the Tenant shall not result in degraded technical performance of the District’s existing radio equipment. Resulting degraded technical performance in this instance will include, but is not limited to:

(a) Detectable or measurable received intermodulation.

(b) Audio distortion or noise; and

(c) Receiver desensitization in excess of 3.0 dB with respect to 12 dB SINAD test.

6.9 Tenant shall notify the District prior to modifications to Communications Equipment that will change effective radiated power, transmitter frequency, transmitter modulation, or transmitter spurious and harmonic emissions. These modifications may require a retest using this “ON THE AIR” testing procedure and the newly proposed equipment.

7. ASSIGNMENT-SUBLEASE-ENCUMBRANCE:

7.1 Tenant shall not encumber this Permit, any Activated Site or the improvements thereon by a deed of trust, mortgage, or any other security instrument without the express written consent of the District, evidenced by resolution first had and obtained in each instance. In no event will Tenant encumber a Pre-Selected Site that is not an Activated Site. Furthermore, neither the whole nor any part of a Pre-Selected Site, an Activated Site, nor any of the rights or privileges granted by this Permit shall be assignable or transferable in any way without such written consent of the District's Executive Director and his/her authorized designee, which shall not be unreasonably withheld or conditioned. Nor shall Tenant grant any permission to any other person to occupy any portion of an Activated Site without such consent. Any such purported assignment, transfer, sublease, encumbrance, or permission given without such consent shall be void as to District. Notwithstanding the foregoing, upon thirty (30) days' written notice, Tenant may assign this Permit or its rights or obligations to any person or entity controlling Tenant as of the date of this Permit, or controlled by or under common control with Tenant (each a "**Permitted Assignee**"); provided that (a) the tangible net worth (not including goodwill as an asset) of the Permitted Assignee computed in accordance with generally accepted accounting principles shall not be less than the Tenant's immediately preceding the assignment, (b) the Permitted Assignee accepts all responsibility, liability, and obligations of Tenant under this Permit, and (c) such assignment shall not be a subterfuge by Tenant to avoid any of its obligations under this Permit.

7.2 Further, Tenant shall not, without the prior written consent of District's Executive Director and his/her authorized designee, contract for the management or operation of the whole or any part of an Activated Site.

7.3 It is mutually agreed that the personal qualifications of the parties controlling the company named herein as Tenant are a part of the consideration for granting this Permit. Said parties do hereby specifically agree to maintain active control and supervision of the operations conducted on all Activated Sites.

7.4 In the event District consents to any assignment, transfer, and/or sublease, said consent shall be conditioned upon the following: (a) in the case of a sublease, in an additional amount to be agreed by the sublease tenant as long as said sublease is in effect; (b) if deemed necessary by District's Executive Director or his/her authorized designee, an amendment to this Permit shall be executed which shall include new or revised permit provisions; and (c) Tenant shall comply with other conditions and qualifications determined by the Board of Port Commissioners of District. Any assignment, transfer, and/or sublease shall not affect the amount of Rent required hereunder or release the originally named tenant from any of Tenant's obligations hereunder.

7.5 In connection with any request by Tenant under this Paragraph 7, Tenant shall pay or reimburse District for District's processing or cost recovery fees consistent with any schedule of such fees then utilized by District. District will provide Tenant with

a copy of any such fee schedule following written request therefor from Tenant. Such costs and fees shall be payable to District whether or not District grants such approval or consent, or undertakes the action requested by Tenant.

8. TENANT IMPROVEMENTS

8.1 Tenant shall develop each Activated Site in accordance with plans that have been approved in writing by the District (the “**Plans**”) and included in Exhibit B. The District may, in its reasonable judgment, approve changes to such Plans, provided that the principal components thereof are not modified, an amendment to Exhibit B evidencing approved changes is filed, and the changes otherwise comply with the Wireless Ordinance. Tenant’s failure to comply with the Plans shall be a default of this Permit.

8.2 **Make-Ready Work for Communications Equipment Installations.** Tenant shall bear responsibility for all work required on or in an Activated Site to create space for the Communications Equipment, and reinforcing the existing light standards or installing Replacement Light Standards (defined below) to accommodate Communications Equipment in full compliance with NESC, the Plans, and District’s rules and engineering standards (as the same may be updated or modified from time to time), including, but not limited to, rearrangement or transfer of existing communications equipment and the facilities of other entities, and District light standard or property relocation and replacement if applicable (“**Make-Ready Work**”). If a person other than Tenant or District would have to rearrange or adjust any of its facilities in order to accommodate the Communications Equipment, Tenant shall be responsible, at Tenant’s sole expense, to coordinate such activity. Tenant shall be responsible for directly paying such other person for its charges for the same. If Tenant is requested by another person, in comparable circumstances, to relocate or adjust any Communications Equipment to accommodate that person’s facilities, subject to District’s written approval of such relocation, Tenant shall reasonably cooperate with such request.

8.3 **Construction for Communications Equipment Installations.** Construction, installation, and operation of the Communications Equipment shall be conditioned on the completion of all Make-Ready Work needed to establish full compliance with NESC, and with District’s rules and engineering standards (as the same may be amended and/or modified); provided, however, that Tenant shall not be responsible for any third-party or District costs necessary to correct third party or District attachments that were non-compliant at the time of Tenant’s installation. Tenant shall perform all Communications Equipment installations, modifications, and maintenance in adherence to industry standards set by the “Standards and Guidelines for Communications Sites” Motorola R56© Manual, or any succeeding regulations or standards. In addition to the requirements of the Motorola R56© publication, installations on an Activated Site shall comply with the following supplemental requirements:

- (a) Tenant shall remove all trash and debris from an Activated Sites at the end of each workday and upon completion of any project and/or maintenance

work;

(b) Light standard and structure climbing shall be done in compliance with all CAL-OSHA requirements;

(c) All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to other users on an Activated Site;

(d) Tenant shall comply with the requirements set forth in Paragraph 8, with respect to any Communications Equipment installation or modification; and

(e) Tenant shall comply with all applicable Laws related to the construction, installation, operation, maintenance, and control of Tenant's Communications Equipment installed on an Activated Site.

8.4 Replacement Light Standards. Tenant may remove and replace existing District-owned light standards with new light standards ("**Replacement Light Standards**") where such removal and replacement has been approved by the District and is performed in conformance with the description of an Activated Site and Plans and in compliance with all applicable Laws. The Replacement Light Standards shall be maintained by District, provided that Tenant shall be responsible for reimbursing District for reasonable costs associated with any needed replacement of a Replacement Light Standard during the Term due to acts or omissions of Tenant or a Tenant Affiliate (as defined in Paragraph 15 below) and for other repair, replacement, and removal as may be required pursuant to Paragraphs 9 and 11 below.

8.5 In obtaining any required permits for improvements, structures, installations, and/or alterations on an Activated Site, Tenant shall inform permitting authorities (other than the District), in writing, that the Activated Site is located on District-owned property.

8.6 Activated Sites and Surrounding Property. Tenant shall maintain, in accordance with Paragraph 9 of this Permit, all Activated Sites and the Communications Equipment in a decent, safe, healthy, and sanitary condition, including, without limitation, structural repair and restoration of damaged or worn improvements. Notwithstanding the foregoing, Tenant is not required to maintain the District property surrounding the Activated Sites, but Tenant must repair and fix any damage that Tenant causes on District property. To the extent that Tenant, in connection with the Communications Equipment and/or any of Tenant's obligations hereunder, requires additional rights or authorizations to use areas outside of an Activated Sites, then Tenant shall be solely responsible for obtaining such rights or authorizations with the applicable party (including, without limitation, the District).

8.7 Notification of Completion of Installation. Within twenty (20) business days of completing the installation of the Communications Equipment on an Activated Site,

Tenant shall notify District in writing of such completion.

8.8 Change in Communications Equipment. Tenant shall not construct any improvements, structures, or installations on an Activated Site, or make any alterations to approved Communications Equipment or an Activated Site (with the exception of necessary maintenance repairs and in-kind replacements that consist of Communications Equipment that is substantially similar (or smaller in size) in appearance, dimensions, weight, RF emissions to the then-existing and approved Communications Equipment and provided that they comply with the Wireless Ordinance) without the prior written consent of the District's Executive Director or his/her designee, which shall not be unreasonably withheld or conditioned. If an Activated Site is a shared site, Tenant shall not access any other wireless communication facility or District-owned communications equipment on an Activated Site without the prior written consent of the District's Executive Director or his/her designee (which may be conditioned upon Tenant obtaining permission from any third parties with rights to the Activated Site).

9. MAINTENANCE

9.1 Tenant represents and warrants that it has independently inspected the Premises and made all tests, investigations, and observations necessary and hereby agrees that the Premises are in a good and tenantable condition for the permitted use hereunder, that Tenant will take good care of the Communications Equipment, and that Tenant, as a part of the consideration for the rental stated above, will, at Tenant's sole cost and expense, keep and maintain said Communications Equipment in good and sanitary condition and repair during the Term, subject to normal and ordinary wear and tear resulting from the use of the Activated Site(s) as herein provided. Subject to and without limiting the provisions of Paragraph 9.2 below, and excepting the Communications Equipment, District will maintain and repair the Activated Site(s), any Replacement Light Standard sand all areas of the Activated Site(s) in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

9.2 With regards to any Communications Equipment installations and Replacement Light Standards:

(a) Tenant shall, at its sole cost and expense and to the satisfaction of the District: (i) remove, repair, or replace any of its Communications Equipment that is damaged or becomes detached; and/or (ii) repair any damage to an Activated Site, a Replacement Light Standard, District property, or other property caused by Tenant, its agents, employees, or contractors in their actions relating to attachment, operation, repair, and/or maintenance of the Communications Equipment. Tenant shall complete such removal, repair, or replacement within thirty (30) days of written notice.

(b) Tenant shall, at its own cost, protect, replace and provide any landscaping required to shield the Communications Equipment on an Activated

Site and shall promptly replace any District landscaping damaged by Tenant's activities. Upon District's written request, Tenant shall complete all such work at its sole expense within thirty (30) days of receipt of such notice. If the Tenant fails to comply with this Paragraph 9, the District may complete or cause to be completed the work, and Tenant shall reimburse the District for such invoiced costs within thirty (30) days of receipt.

(c) In the event a Replacement Light Standard needs to be replaced or cleared from the street or an Activated Site, Tenant shall promptly conduct this work at Tenant's own expense. In this case Tenant will notify District before beginning the work.

(d) If Tenant does not remove, repair, replace, or otherwise remediate its Communications Equipment, a Replacement Light Standard, an Activated Site, District property, the street, or other property as required in this Paragraph 9, the District shall have the option to perform or cause to be performed such removal, repair, or replacement on behalf of Tenant and shall charge Tenant for the actual costs incurred by the District. If such damage causes a public health or safety emergency, as reasonably determined by District, District may immediately perform reasonable and necessary repair or removal work on behalf of Tenant and will notify Tenant as soon as practicable; provided, however, that such repair work shall not include any technical work on Tenant's Communications Equipment. District shall have no obligation to maintain or safeguard the Communications Equipment.

(e) Upon the receipt of a demand for payment by the District pursuant to this Paragraph 9, Tenant shall within thirty (30) days of such receipt reimburse the District for such costs.

(f) The terms of this Paragraph 9 shall survive the expiration or termination of this Permit.

10. WORKER QUALIFICATIONS: RESPONSIBILITY FOR AGENTS AND CONTRACTORS. Tenant shall ensure that its employees, agents, and/or contractors that perform any installations, construction, repair, and/or other work (collectively, "**Work**") in furtherance of this Permit are adequately trained and skilled to access the requisite structures and infrastructure and to perform such Work in accordance with all applicable Laws and industry standards. Tenant shall only use qualified and trained persons and appropriately licensed contractors for all Work performed on or about any Activated Site. Except for minor and routine repair and maintenance of the Communications Equipment, no less than five (5) business days before any Work commences on or about an Activated Site, Tenant shall provide District with (a) a schedule with all activities to be performed in connection with the Work and (b) a list of the following with respect to any and all contractors and/or subcontractors that will perform Work on or about an Activated Site: (i) contractor and subcontractor names; (ii) contractors' and subcontractors' state license numbers and license category; (iii) contractors' and subcontractors' workers compensation insurance information; (iv) contractors' and subcontractors' federal tax

identification number; (iv) certifications, licenses, or safety training required for contractors' and/or subcontractors' work; and (v) contractor and subcontractor contact information.

11. TITLE TO IMPROVEMENTS

11.1 On the Effective Date, all existing structures, buildings, installations, and improvements of any kind located on the Premises are owned by and title thereto is vested in District. Further, District shall own any installed Replacement Light Standard. Tenant shall cooperate with District to transfer ownership and any associated warranties of the Replacement Light Standard from Tenant to District without charge to District.

11.2 All Communications Equipment (except any Replacement Light Standard) placed on an Activated Site by Tenant shall remain the property of the Tenant and shall be removed by Tenant within sixty (60) days after the expiration of the Term or sooner termination thereof; provided, however, Tenant shall repair any and all damage occasioned by the installation, operation or removal thereof. Tenant shall conduct removal work promptly, safely, and carefully. If any such Communications Equipment (except any Replacement Light Standard) is not removed within sixty (60) days after the expiration or earlier termination of this Permit, at the District's election then either (a) the same may be considered abandoned and shall thereupon become the property of District without cost to the District and without payment to Tenant, or (b) the District shall have the right to have the same removed and disposed of at the sole expense of Tenant.

11.3 The District may, at the expiration of this Permit or earlier termination thereof, require the Replacement Light Standard to be removed and replaced with a light standard that matches the original light standard that was replaced under this Permit. Such removal or replacement shall be done at Tenant's sole cost and expense.

11.4 During any period of time employed by Tenant under this Paragraph 11 to remove all Communications Equipment (and Replacement Light Standard if applicable), Tenant shall continue to pay Rent to District in accordance with this Permit which Rent shall be prorated daily.

11.5 Upon the receipt of a demand for payment by the District pursuant to this Paragraph 11, Tenant shall within thirty (30) days of such receipt reimburse the District for such costs.

12. RELOCATION

12.1 The District may require Tenant to relocate all Communications Equipment from an Activated Site, if and when reasonably necessary, to an alternative site ("**Relocation Site**"). Tenant acknowledges and agrees that the Pre-Selected Sites noted as Site 1 and Site 2 on Exhibit A are located within an area expected to be redeveloped during the Initial Term or thereafter and as a result, Tenant agrees that any District requirement to relocate any Communications Equipment from such Pre-Selected Sites (should they become Activated Sites) at any time during the Term in

connection with the development and/or redevelopment of the surrounding property (which includes areas within and outside of the public right-of-way) shall be deemed reasonably necessary under this Section 12. Tenant additionally acknowledges and agrees that any corresponding Relocation Site(s) may not be in close proximity to the Pre-Selected Sites noted as Site 1 and Site 2 on Exhibit A due to the expected large scale of the anticipated redevelopment of the surrounding property, including modifications affecting the public right of way. Should the redevelopment of the property surrounding the Pre-Selected Sites noted as Site 1 and Site 2 on Exhibit A commence prior to any such Pre-Selected Sites becoming an Activated Site, Tenant acknowledges and agrees that such Pre-Selected Site(s) shall no longer be available to become an Activated Site(s).

12.2 If District requires Tenant to relocate one or more of its Communications Equipment installations, Tenant shall at District's direction and upon ninety (90) days' prior written notice to Tenant, relocate such Communications Equipment at Tenant's sole cost and expense whenever District reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, modification, completion, repair, relocation, or maintenance of a District or public project; (b) because the Communications Equipment is interfering with or adversely affecting proper operation of District-owned property, light standards, or facilities; or (c) to protect or preserve the public health or safety, including, but not limited to, the safe or efficient use of rights-of-way and streets. In any such case, District shall use reasonable efforts to afford Tenant a Relocation Site. If Tenant shall fail to relocate any Communications Equipment as requested by the District within the prescribed time, District shall be entitled to remove or relocate the Communications Equipment at Tenant's sole cost and expense, without further notice to Tenant. Tenant shall pay to the District actual costs and expenses incurred by the District in performing any removal work and any storage of Tenant's property after removal within thirty (30) days of the date of a written demand for this payment from the District.

13. CONDEMNATION: If a condemnation of any portion of any Activated Site materially impairs Tenant's use, Tenant may terminate this Permit. However, Tenant may not recover from or be reimbursed by the District for losses related to Tenant's Communications Equipment, relocation costs, loss of Tenant's property interest, and any other damages Tenant may incur as a result of any such condemnation.

14. EARLY TERMINATION: This Permit as a whole or partially with respect to specified Activated Sites may be terminated by Tenant as a matter of right and without cause at any time upon providing ninety (90) days' notice in writing to the other party of such termination. There shall be no refund of Rent paid due to early termination for any reason.

15. HOLD HARMLESS

15.1 Tenant shall, except to the extent arising from the negligence or willful misconduct of District, defend, indemnify and hold harmless the District and its officials, officers, representatives, agents, and employees (collectively the "**District Parties**")

from any litigation, claim, action, proceeding, loss, damage, cost, expense (including, without limitation, all attorneys' fees and consultant/expert fees), award, fine, penalty or judgment (collectively, "**Claims**") arising directly or indirectly out of, from, or in connection with: (a) the obligations undertaken in connection with this Permit; (b) the possession, use, occupancy, operation or development of any Activated Site by Tenant or Tenant's representatives, agents, employees, consultants, contractors, invitees, subtenants, successors, assigns or similar users/affiliates (each a "**Tenant Affiliate**"); (c) the approval of this Permit, or other permits or approvals granted to Tenant or a Tenant Affiliate related to the Premises, including, but not limited to, approvals or permits for the development of any structures, buildings, installations, and improvements on the Premises, or use of the Premises (collectively, "**Related Approvals**"); and (d) environmental documents, mitigation and/or monitoring plans, or determinations conducted and adopted pursuant to the California Environmental Quality Act or the National Environmental Policy Act for this Permit or Related Approvals.

15.2 Tenant acknowledges and agrees that it is the sole and exclusive responsibility of Tenant, and not the District, to: (a) ensure that all persons and/or entities (including, but not limited to, Tenant or a Tenant Affiliate) who provide any labor, services, equipment and/or materials (collectively, "**Services**") in connection with the development, construction, possession, use, occupancy, or operation of any Activated Site, this Permit and Related Approvals shall comply with the requirements of California's and any other prevailing wage laws ("**PWL**") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL. The obligations to defend, indemnification and hold the District harmless shall apply to, in addition to other Claims, any and all PWL Claims, except for those arising from the sole negligence or willful misconduct of District.

15.3 The District may, in its sole and absolute discretion and in good faith, participate in the defense of any Claims and the Tenant shall reimburse District for said defense, including, but not limited to, reimbursement for outside attorneys' and experts' fees, and other costs. The District's participation shall not relieve the Tenant of any of its obligations under this Paragraph 15. The District shall provide reasonable notice to the Tenant of its receipt of any Claims.

15.4 This Paragraph 15 and the other obligations of Tenant under this Permit are independent of, and in addition to, the obligations of Tenant under any existing lease(s), other contractual agreement(s) or permits with or granted by the District, and are binding upon Tenant, and its agents, representatives, successors and assigns. This Paragraph 15 shall survive the expiration or termination of this Permit.

16. INSURANCE

16.1 Tenant shall maintain "OCCURRENCE" form Commercial General Liability Insurance (CGL) on ISO Form CG 00 01 or its equivalent covering any Activated Site(s) operations, and contractual liability in the amount of Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage suffered or alleged to be suffered by a person or persons resulting

from any act or activities of Tenant or anyone acting through Tenant, including coverage for independent contractors authorized by Tenant to use the Activated Site(s). Either the general aggregate limit shall apply separately to each Activated Site or the general aggregate limit shall be twice the required occurrence limit.

16.2 All required insurance shall be in force the first day of the Term. All insurance companies must have an A.M. Best rating of A-VII or higher, and the cost of all required insurance shall be borne by Tenant. Certificates evidencing the existence of the insurance policies, and required endorsements effecting coverage required by this clause, shall be kept on file with District during the entire Term. Certificates for each insurance policy are to be signed by the Tenant's broker authorized to bind coverage on its behalf. Required endorsements for each insurance policy are to be provided along with certificates of insurance.

16.3 If any claim is made by the District but rejected by Tenant's insurance company and the claim should be covered by Tenant's insurance policies required hereunder, Tenant will, at a mutually agreeable location, make available to the District within ten (10) days of the District's written request to Tenant, a copy of actual, authentic and applicable insurance policies for review (but not for copying, faxing or otherwise reproducing any part of any policy or other insurance correspondence). The policy review must be conducted during Tenant's normal business hours while the District's representative is accompanied by a License Risk Management professional, conditioned upon the District first executing a non-disclosure agreement, subject to California Public Records Act as codified in California Government Code Section 6250 et. seq.

16.4 The required CGL policy will include, or be endorsed to include, District, its officers, officials and employees as additional insureds with respect to this Permit and protect District, its officers, officials and employees against any legal costs in defending claims for which Tenant is responsible under this Permit. Tenant will provide at least thirty (30) days' prior written notice to the District (ten (10) days shall apply to non-payment of premium) of the cancellation or any required coverage that is not replaced. And, the required CGL will (a) be endorsed so that Tenant's insurance is primary and not excess or contributing to any insurance issued in the name of District and (b) include a waiver of (i) subrogation by the insurer and (ii) all rights based upon an assignment from its insured against District and the District Parties in connection with any insured loss.

16.5 Tenant shall be responsible for any deductibles and self-insurance retentions maintained under any policies required by this Permit, and District shall have no liability with respect thereto. Tenant shall indemnify, defend and hold District and the District Parties harmless with respect to any such deductibles or self-insured retentions.

16.6 No more than once during any three (3) year period, District shall retain the right to review the coverage, form, and amount of the insurance required hereby. If, in the reasonable opinion of District, the insurance provisions in this Permit do not provide adequate protection for District and/or for members of the public, District may

require Tenant to obtain insurance sufficient in coverage, form and amount to provide adequate protection. District's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of risk which exist at the time a change in insurance is required.

16.7 District shall notify Tenant in writing of changes in the insurance requirements and, if Tenant does not deposit certificates evidencing acceptable insurance policies with District incorporating such changes within sixty (60) days of receipt of such notice, this Permit shall be in default without further notice to Tenant, and District shall be entitled to all legal remedies.

16.8 The carrying and maintenance of the required CGL shall not be construed to limit Tenant's liability hereunder, nor to fulfill the indemnification provisions and requirements of this Permit. Notwithstanding said policies of insurance, Tenant shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Permit or with the use or occupancy of the Activated Site(s).

17. TAXES AND UTILITIES: District hereby provides notice pursuant to California Revenue and Taxation Code Section 107.6, and Tenant acknowledges that this Permit may result in a taxable possessory interest and be subject to the payment of property taxes, as described in California Revenue and Taxation Code Section 107. Tenant agrees to and shall pay before delinquency all taxes and assessments of any kind assessed or levied upon Tenant or the Premises by reason of this Permit or of any buildings, machines, or other improvements of any nature whatsoever erected, installed, or maintained by Tenant or by reason of the business or other activities of Tenant upon or in connection with the Activated Site(s). Tenant shall also pay any fees imposed by law for licenses or permits for any business or activities of Tenant upon the Activated Site(s) or under this Permit. Further, Tenant shall be solely responsible for obtaining and maintaining the provision of electricity to the Communications Equipment, including, but not limited to, making payments to electric utilities. Where commercially feasible and available, Tenant shall secure unmetered electricity services.

18. CONFORMANCE WITH RULES AND REGULATIONS: Tenant agrees that, in all activities on or in connection with the Activated Site(s), and in all uses thereof, including the making of any alterations, changes, installations, or other improvements, it shall abide by and conform to all laws, rules, ordinances, and regulations. Said laws, rules, ordinances, and regulations shall include, but are not limited to those prescribed by the San Diego Unified Port District Act; any ordinances of the city in which the Premises are located, including the Building Code thereof; any ordinances and general rules of District, including tariffs; and any applicable laws of the State of California and federal government, as any of the same now exist or may hereafter be adopted or amended (collectively, "**Laws**"). In particular and without limitation, Tenant shall have the sole and exclusive obligation and responsibility to comply with the requirements of: (a) Article 10 of District Code entitled "Stormwater Management and Discharge Control," and (b) the Americans With Disabilities Act of 1990, including but not limited to regulations promulgated thereunder, and District shall have no obligations or

responsibilities as to the Premises.

19. DEFAULT:

19.1 If any default be made in the payment of the Rent or other amounts provided herein or in the fulfillment of any terms, covenants, or conditions hereof, and said default is not cured within thirty (30) days after written notice thereof, this Permit shall immediately terminate with respect to the Activated Site to which the default pertains and Tenant shall have no further rights hereunder and shall immediately remove the Communications Equipment from the Activated Site; and District shall immediately thereupon, without recourse to the courts, have the right to reenter and take possession of said Activated Site. Notwithstanding the foregoing, Tenant shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. District shall further have all other rights and remedies as provided by law, including without limitation the right to recover damages from Tenant in the amount necessary to compensate District for all the detriment proximately caused by Tenant's failure to perform its obligations under this Permit or which in the ordinary course of things would be likely to result therefrom.

19.2 If District breaches any covenant or obligation of District under this Permit in any manner, and if District fails to commence to cure such breach within thirty (30) days after receiving written notice from Tenant specifying the violation (or if District fails thereafter to diligently prosecute the cure to completion), then Tenant may enforce any and all of its rights and/or remedies provided under this Permit or by law.

20. LIENS: Tenant agrees that it will at all times save District free and harmless and defend and indemnify it against all claims and liens for labor, services or materials in connection with improvements, repairs, or alterations on any Activated Site caused to be performed by Tenant thereon, and the costs of defending against such claims, including reasonable attorney's fees.

21. BANKRUPTCY: In the event Tenant commences a proceeding under Chapter XI of the Federal Bankruptcy Act, or is adjudicated bankrupt or insolvent, or a judicial sale is made of Tenant's interest under this Permit, this Permit shall at the option of District immediately terminate and all rights of Tenant hereunder shall immediately cease and terminate.

22. EASEMENTS

22.1 This Permit and all rights given hereunder shall be subject to all easements and rights-of-way now existing in, to, or over the Premises for any purpose whatsoever, and shall be subject to such rights-of-way for reasonable access, sewers, pipelines, conduits, and such telephone, telegraph, light, heat, or power lines as may from time to time be determined by District to be in the best interests of the development of the tidelands.

22.2 District agrees that any future easements and rights-of-way shall be so located and installed as to produce a minimum amount of interference to Tenant's operations at any Activated Sites.

23. TITLE OF DISTRICT: District's title is derived from the provisions of the San Diego Unified Port District Act, Appendix 1, Harbors & Navigation Code, and is subject to the provisions of said Act. This Permit is granted subject to the terms and conditions of said Act.

24. JOINT AND SEVERAL LIABILITY: If Tenant, as a party to this Permit, is a partnership or joint venture, or is comprised of more than one party or entity or a combination thereof, the obligations imposed on Tenant under this Permit shall be joint and several, and each general partner, joint venture, party, or entity of Tenant shall be jointly and severally liable for said obligations. Furthermore, nothing contained herein shall be deemed or construed as creating a partnership or joint venture between District and Tenant or between District and any other entity or party, or cause District to be responsible in any way for the debts or obligations of Tenant, or any other party or entity.

25. NONDISCRIMINATION: Tenant agrees at all times to fully comply with all laws prohibiting discrimination against any person or class of persons by reason of sex, color, race, religion, handicap or national origin. If the use provided for in this Permit allows the Tenant to offer accommodations or services to the public, such accommodations or services shall be offered by the Tenant to the public on fair and reasonable terms. In complying with all such laws, including, without limitation, the Americans With Disabilities Act of 1990, Tenant shall be solely responsible for such compliance and required programs and there shall be no allocation of any such responsibility between District and Tenant.

26. ENTIRE UNDERSTANDING: This Permit contains the entire understanding of the parties, and the parties, by accepting the same, acknowledges that there is no other written or oral understanding between the parties in respect to the Premises or this Permit. No modification, amendment, or alteration of this Permit shall be valid unless it is in writing and signed by the parties hereto. .

27. PEACEABLE SURRENDER: Subject to Paragraph 11.2 above, upon the termination of this Permit by the expiration thereof or the earlier termination as by the terms of this Permit provided, Tenant will peaceably surrender all Activated Sites in as good condition, subject to normal and ordinary wear and tear resulting from the use of such Activated Sites as herein provided, as the same may be at the time Tenant takes possession thereof, and to allow District to take peaceable possession thereof.

28. HOLDOVER:

28.1 This Permit shall terminate without further notice at expiration of the Term. If the Communications Equipment or any part thereof is still on any Activated Site, or Tenant is still conducting any activities or operations on the Premises, or is otherwise

using an Activated Site without a written agreement with District after expiration of the Term, such possession or use shall be deemed a holdover use.

28.2 Any holding over by Tenant after either expiration or termination of this Permit shall not constitute a renewal or extension or give Tenant any rights in or to any Pre-Selected Site and/or Activated Site. If Tenant, with District's consent, remains in possession of any Activated Site(s) after expiration or termination of the Term or after the date in any notice given by District to Tenant terminating this Permit, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party. During any such month-to-month tenancy, Tenant shall pay all Rent and other amounts required by this Permit and all provisions of this Permit, except those pertaining to term, shall apply to the month-to-month tenancy. If the Tenant remains in possession of any Activated Site(s) without the District's consent, then the holdover use shall be subject to the same terms and conditions of this Permit, except that the annual Rent (set forth in Paragraph 3 above) shall be one hundred fifty percent (150%) of the Rent in effect at the expiration of the Term and shall be payable in advance in equal monthly installments. Nothing contained herein shall grant Tenant the right to holdover after the expiration of the Term, and notwithstanding the payment of Rent during the holdover period, the District shall have the right to require Tenant to vacate any Activated Site(s) at any time upon thirty (30) days written notice.

29. ACCEPTANCE OF PREMISES AND DISTRICT IMPROVEMENTS: BY SIGNING THIS PERMIT, TENANT REPRESENTS AND WARRANTS THAT IT HAS INDEPENDENTLY INSPECTED THE PREMISES AND DISTRICT IMPROVEMENTS THEREON INCLUDING LIGHT STANDARDS, AND MADE ALL TESTS, INVESTIGATIONS AND OBSERVATIONS NECESSARY TO SATISFY ITSELF OF THE CONDITION OF THE PREMISES. TENANT AGREES IT IS RELYING SOLELY ON SUCH INDEPENDENT INSPECTION, TESTS, INVESTIGATIONS AND OBSERVATIONS IN MAKING THIS PERMIT. TENANT ALSO ACKNOWLEDGES THAT THE PREMISES AND DISTRICT IMPROVEMENTS THEREON INCLUDING LIGHT STANDARDS ARE IN THE CONDITION CALLED FOR BY THIS PERMIT, THAT DISTRICT HAS PERFORMED ALL WORK WITH RESPECT TO PREMISES AND DISTRICT IMPROVEMENTS THEREON INCLUDING LIGHT STANDARDS AND THAT TENANT DOES NOT HOLD DISTRICT RESPONSIBLE FOR ANY DEFECTS IN THE PREMISES AND DISTRICT IMPROVEMENTS THEREON INCLUDING LIGHT STANDARDS. TENANT FURTHERMORE ACCEPTS AND SHALL BE RESPONSIBLE FOR ANY RISK OF HARM TO ANY PERSON AND PROPERTY, INCLUDING WITHOUT LIMITATION EMPLOYEES OF TENANT, FROM ANY LATENT DEFECTS IN THE PREMISES AND DISTRICT IMPROVEMENTS THEREON INCLUDING LIGHT STANDARDS.

Initial:

RE
Tenant

[Signature]
District

30. PUBLIC RIGHT-OF-WAY. As noted on Exhibit A, the areas directly adjacent to Site 1 as indicated by the dotted area and labeled "NOT INCLUDED IN PROW" are not located in the public right-of-way. The purpose of this Section 30 and such dotted area on Exhibit A are solely for clarification as it relates to such dotted area and such dotted area is not, nor is intended to depict, the only portions of those lands included on Exhibit A that are not within the public right-of-way.

In addition, characterization of a site as within the public right-of-way in this Permit shall not be used against and/or bind District with respect to future determinations of whether a specific proposed site is or is not located within the public right-of-way.

31. WARRANTIES-GUARANTEES: District makes no warranty guarantee, covenant, including but not limited to covenants of title and quiet enjoyment, or averment of any nature whatsoever concerning the condition of the Premises and District improvements thereon including light standards, including the physical condition thereof, or any condition which may affect the Premises and District improvements thereon including light standards; and it is agreed that District will not be responsible for any loss or damage or costs which may be incurred by Tenant by reason of any such condition or conditions.

32. ATTORNEY'S FEES: In the event any suit is commenced to enforce, protect or establish any right or remedy of any of the terms and conditions hereof, including without limitation a summary action commenced by District under the laws of the State of California relating to the unlawful detention of property, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

33. HAZARDOUS MATERIALS:

33.1 Tenant shall comply with all laws regarding hazardous substances, materials or wastes, or petroleum products or fraction thereof (herein collectively referred to as "**Contaminants**") relative to occupancy and use of the Activated Site(s). Tenant shall be liable and responsible for any Contaminants arising out of the occupancy or use of the Activated Site(s) by Tenant. Such liability and responsibility shall include, but not be limited to, (a) removal from the Activated Site(s) any such Contaminants; (b) removal from any area outside the Activated Site(s), including but not limited to surface and groundwater, any such Contaminants generated as part of the operations on the Activated Site(s); (c) damages to persons, property and the Activated Site(s); (d) all claims resulting from those damages; (e) fines imposed by any governmental agency, and (f) any other liability as provided by law. Tenant shall defend, indemnify and hold harmless the District, its officials, officers, agents, and employees from any and all such responsibilities, damages, claims, fines, liabilities, including without limitation any costs, expenses and attorney's fees therefor.

33.2 If Tenant has in the past or continues to use, dispose, generate, or store Contaminants on the Activated Site(s), District, or its designated representatives, in District's sole discretion, may at any time during the Term, enter upon the Activated

Site(s) and make any inspections, tests or measurements District deems necessary in order to determine if a release of Contaminants has occurred. District shall give Tenant a minimum of twenty-four (24) hours' notice in writing prior to conducting any inspections or tests, unless, in District's sole judgment, circumstances require otherwise, and such tests shall be conducted in a manner so as to attempt to minimize any inconvenience and disruption to Tenant's operations. If such tests indicate a release of Contaminants, then District, in District's sole judgment, may require Tenant, at Tenant's sole expense, and at any time during the Term, to have tests for such Contaminants conducted by a qualified party or parties on the Activated Site(s). If District has reason to believe that any Contaminants that originated from a release on the Premises have contaminated any area outside the Activated Site(s), including but not limited to surface and groundwater, then District, in District's sole judgment, may require Tenant, at Tenant's sole expense, and at any time during the Term, to have tests for such Contaminants conducted by a qualified party or parties on said area outside the Activated Site(s).

33.3 The tests conducted by Tenant's qualified party shall include, but not be limited to, applicable comprehensive soil, emission, or groundwater sampling test or other procedures to determine any actual or possible contamination. Tenant shall expeditiously, but no longer than thirty (30) days after District's request for such tests, furnish to District the results of said tests, sampling plans, and analysis thereof identifying any Contaminants which exceed then applicable levels permitted by Laws. Tenant shall report such contamination to the District within seventy-two (72) hours and shall diligently proceed to identify the extent of contamination, how it will be remediated, when it will be remediated, by whom, and the cost of such remediation.

34. STORAGE TANKS: No underground or aboveground storage tanks are permitted to be installed on the Premises.

35. SURETY BOND:

35.1 A surety bond in the sum of five thousand and no/100 dollars (\$5,000.00) per Activated Site shall be provided District by Tenant, on or before the Effective Date or on or prior to the parties executing an amendment to Exhibit B to reflect the addition of one or more Activated Sites. The surety bond shall be held by District and used for the purpose of remedying Tenant's defaults, including in the payment of Rent and other amounts due hereunder, to repair damages to the Premises and District improvements thereon including light standards, or to remove Communications Equipment and clean the Premises and District improvements thereon including light standards upon termination of this Permit.

35.2 When the remaining Term is one (1) year or less, the surety bond shall be valid for a minimum of three (3) months beyond the expiration date of this Permit. If a surety bond is not valid for the entire remaining Term plus three (3) months beyond, then such surety bond shall be extended or renewed at least ninety (90) days prior to its expiration. All or any portion of the principal sum of the surety bond shall be available unconditionally to District for the purposes and uses hereinabove provided. The form and provisions of the surety bond shall be acceptable to the District's Executive Director and

his/her designee, and if not so acceptable, may be rejected. The surety bond shall not be acceptable if it requires the District to send written notice of default or request or demand payment from Tenant after default, prior to District drawing on any funds under the surety bond.

35.3 Notwithstanding the above, if said surety bond or the cumulative total amount of surety bonds required by District under this Permit does not exceed Twenty-Five Thousand Dollars (\$25,000), Tenant may elect to provide said security deposit in the form of cash.

35.4 The amount of the surety bond may be reasonably adjusted from time to time at the discretion of the Executive Director of District. In the event the amount of the surety bond is increased, Tenant shall submit the additional surety bond within thirty (30) days of being notified in writing of the increase.

35.5 Tenant shall maintain the required surety bond continuously throughout the Term. Failure to do so shall be deemed a default and shall be grounds for immediate termination of this Permit in accordance with Paragraph 19.

35.6 The security deposit or the remaining portion thereof, shall be rebated, released, assigned, surrendered, or endorsed to Tenant or order, as applicable, after the termination of this Permit.

36. DISPUTE RESOLUTION: Except for (a) a dispute or disagreement as to the amount of Rent or other amounts that Tenant is to pay District, (b) an uncured default pertaining to alleged interference caused by either party, or (c) a default in the payment of Rent or other amounts due hereunder, all other disputes or disagreements between or among the parties arising out of or relating to the terms, conditions, interpretation, performance, default or any other aspect of this Permit, such parties shall first attempt to resolve the dispute informally. In the event the dispute is not resolved informally, prior to and as a precondition to the initiation of any legal action or proceeding, the parties shall refer the dispute to mediation before a retired State or Federal judge mutually selected by the parties. The dispute shall be mediated through informal, nonbinding joint conferences or separate caucuses with an impartial third party mediator who will seek to guide the parties to a consensual resolution of the dispute. The mediation proceeding shall be conducted within thirty (30) days (or any mutually agreed longer period) after referral, and shall continue until any party involved concludes, in good faith, that there is no reasonable possibility of resolving the dispute without resort to a legal action or proceeding. All costs of the mediation shall be shared equally by the parties involved. Each party shall bear its own attorneys' fees and other costs incurred in connection with the mediation. In the event the parties are unable to resolve the dispute through mediation, in addition to any other rights or remedies, any party may institute a legal action.

37. WAIVER OF JURY TRIAL: Each party waives its right to a trial by jury on disputes arising from this Permit.

38. NOTICES: Any notice or notices provided for by this Permit or by law to be given or served upon Tenant may be given or served by certified or registered letter, return receipt requested, addressed to Tenant at:

New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
Re: Wireless Installation on Structures
(Port of San Diego) (CA)
FA No.: 14795993
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to the AT&T Legal Department:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept. - Network Operations
Re: Wireless Installation on Structures
(Port of San Diego) (CA)
FA No: 14795993
208 S. Akard Street
Dallas, TX 75202-4206

and deposited in the United States mail, or may be served personally upon said Tenant or any person hereafter authorized by it in writing to receive such notice, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender. Any notice or notices provided for by this Permit or by law to be served upon District may be given or served by certified or registered letter, return receipt requested, addressed to Director, Real Estate at the Administrative Offices of the San Diego Unified Port District, Post Office Box 120488, San Diego, California 92112-0488 and deposited in the United States mail; or, may be served personally upon said Director, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender. Any notice or notices given or served as provided herein shall be effective and binding for all purposes upon the parties so served as shown on the receipt obtained pursuant to the foregoing upon actual receipt or refusal.

39. FORCE MAJEURE. Time periods for performance under this Permit shall be deemed extended day for day for time lost attributable to any delay resulting from any act of God, strike, civil riot, fire, flood, material or labor shortage, and restriction by governmental authority, provided that in no event shall any of the foregoing (a) be attributable to an increase in the price of performance or (b) relieve Tenant of any of its monetary obligations under this Permit. .

40. SECTION HEADINGS: The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision hereof.

41. SIGNATURE OF PARTIES: It is an express condition of this Permit that said Permit shall not be complete nor effective until signed by either the District's Executive Director or his or her authorized designee on behalf of District and by other party.

42. GOVERNING LAW AND VENUE: This Permit and the performance thereof shall be governed, interpreted, construed and regulated by applicable federal laws and the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Permit, or which in any way arises out of the Parties' activities undertaken pursuant to this Permit, shall be filed and prosecuted in the United States District Court for the Southern District of California or the appropriate California State Court in the County of San Diego, California. Without limiting the generality of the foregoing waiver, if a legal action is brought in the California state courts, Tenant expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

43. SUCCESSORS: This Permit shall extend to and bind the heirs, personal representative, successors and assigns of the parties hereto.

44. PARTIAL INVALIDITY/AUTHORITY: If any provision herein is found by a court of competent jurisdiction to be invalid in a final, non-appealable decision, it shall be considered deleted from this Permit and shall not invalidate the remaining provisions of this Permit. Each of the parties hereto warrants to the other that the person or persons executing this Permit on behalf of such party has the full right, power and authority to enter into and execute this Permit on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Permit.

45. ELECTRONIC SIGNATURES. This Permit, and any other documents requiring a signature hereunder, may be signed electronically by the parties.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, District and Tenant, through their duly authorized representatives, have executed this Permit as of the Effective Date stated above, and certify that they have read, understood, and agreed to the terms and conditions of this Permit as set forth herein.

APPROVED AS TO FORM AND LEGALITY
GENERAL COUNSEL

SAN DIEGO UNIFIED PORT DISTRICT

By: David Jones
Assistant/Deputy

By: Anthony Gordon
Anthony Gordon
Director, Real Estate

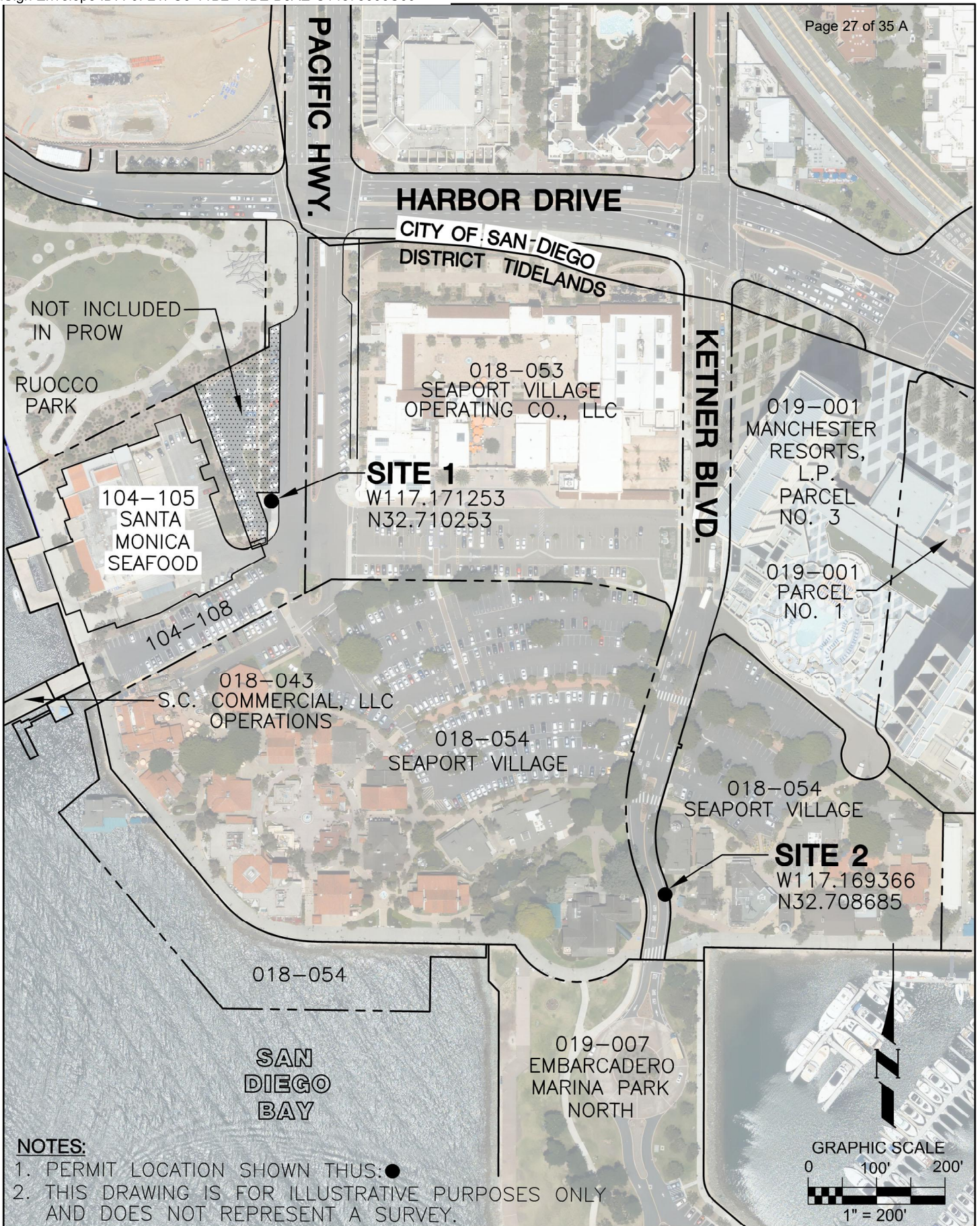
**NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company**

By: AT&T Mobility Corporation
Its: Manager

By: Annette Zoba

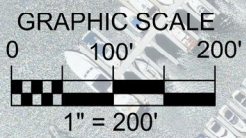
PRINT
NAME: Annette Zoba

PRINT
TITLE: Director - RAN Construction



NOTES:

- 1. PERMIT LOCATION SHOWN THUS: ●
- 2. THIS DRAWING IS FOR ILLUSTRATIVE PURPOSES ONLY AND DOES NOT REPRESENT A SURVEY.



DRAWN JFD

CHECKED _____

REVIEWED _____

SAN DIEGO UNIFIED PORT DISTRICT
 TIDELAND USE AND OCCUPANCY PERMIT
 WITHIN CORPORATE LIMITS OF SAN DIEGO
 NEW CINGULAR WIRELESS PCS, LLC
 (PRE-SELECTED SITES)

DATE SEPT. 19, 2022

SCALE AS SHOWN

REF. _____

DRAWING NO.
 SHEET 1 OF 1
018-161

DEVSERV\REM\018\018-161\018-161_091922.dwg

EXHIBIT B

Activated Site(s)

None as of the Effective Date.

Certificate Of Completion

Envelope Id: F9F21FC611B241BEB8AEC14875006C60	Status: Completed
Subject: New Cingular Wireless dba AT&T Mobility Corporation- Tidelands Use and Occupancy Permit (TUOP)	
Source Envelope:	
Document Pages: 78	Signatures: 5
Certificate Pages: 7	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Andrea Ormerod
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	3165 Pacific Highway
	San Diego, CA 92101
	aormerod@portofsandiego.org
	IP Address: 207.215.153.162

Record Tracking

Status: Original	Holder: Andrea Ormerod	Location: DocuSign
1/26/2023 1:34:33 PM	aormerod@portofsandiego.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: San Diego Unified Port District	Location: DocuSign

Signer Events

Signature	Timestamp
Andrea Ormerod aormerod@portofsandiego.org Asset Manager-Real Estate San Diego Unified Port District Security Level: Email, Account Authentication (None)	Sent: 1/27/2023 12:57:58 PM Viewed: 1/27/2023 12:58:23 PM Signed: 1/27/2023 12:58:31 PM
Signature Adoption: Pre-selected Style Using IP Address: 207.215.153.162	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michelle Chan mchan@portofsandiego.org Security Level: Email, Account Authentication (None)	Completed Using IP Address: 207.215.153.162	Sent: 1/27/2023 12:58:42 PM Resent: 2/1/2023 10:27:47 AM Viewed: 2/6/2023 10:07:14 AM Signed: 2/6/2023 10:29:03 AM
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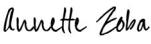

Electronic Record and Signature Disclosure:
Accepted: 2/10/2023 8:24:55 AM
ID: 45d2aec2-505e-4465-9562-4f4734579440
Company Name: San Diego Unified Port District

Christian Anderson canderson@portofsandiego.org Program Manager-Real Estate San Diego Unified Port District Security Level: Email, Account Authentication (None)	Christian Anderson Signature Adoption: Pre-selected Style Using IP Address: 207.215.153.162	Sent: 2/6/2023 10:29:12 AM Viewed: 2/6/2023 5:18:24 PM Signed: 2/6/2023 5:23:43 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

David Jones dajones@portofsandiego.org Deputy General Counsel Security Level: Email, Account Authentication (None)	David Jones Signature Adoption: Pre-selected Style Using IP Address: 99.65.99.57	Sent: 2/6/2023 5:23:56 PM Viewed: 2/7/2023 9:18:09 AM Signed: 2/7/2023 9:19:23 AM
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Electronic Record and Signature Disclosure:
Accepted: 2/10/2023 11:53:57 AM
ID: 2a8c1913-1c14-4fff-8f34-1924bce65490
Company Name: San Diego Unified Port District

Signer Events	Signature	Timestamp
<p>Annette Zoba annette.zoba@att.com Director - RAN Construction AT&T Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/7/2023 11:55:40 AM ID: b9746767-fd61-4223-8033-ba84187e3bd2 Company Name: San Diego Unified Port District</p>	<p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 144.160.131.231</p>	<p>Sent: 2/7/2023 9:35:15 AM Resent: 2/8/2023 12:48:41 PM Viewed: 2/8/2023 1:10:18 PM Signed: 2/8/2023 1:11:17 PM</p>
<p>Anthony Gordon agordon@portofsandiego.org Director Port Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/11/2022 12:48:03 PM ID: b3c33e99-76b1-4347-9589-97dd1da9b277 Company Name: San Diego Unified Port District</p>	<p></p> <p>Signature Adoption: Drawn on Device Using IP Address: 207.215.153.162</p>	<p>Sent: 2/8/2023 1:11:28 PM Viewed: 2/8/2023 5:03:14 PM Signed: 2/8/2023 5:05:31 PM</p>
<p>Andrea Ormerod aormerod@portofsandiego.org Asset Manager-Real Estate San Diego Unified Port District Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 207.215.153.162</p>	<p>Sent: 2/8/2023 5:05:39 PM Viewed: 2/10/2023 9:25:17 AM Signed: 2/10/2023 9:53:03 AM</p>
<p>Gabby Livingston glivingston@portofsandiego.org Document Management Associate-ODC Port of San Diego Signing Group: ODCDocuSign Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 207.215.153.162</p>	<p>Sent: 2/10/2023 9:53:14 AM Viewed: 2/10/2023 11:56:27 AM Signed: 2/10/2023 12:01:40 PM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
<p>Andrea Ormerod aormerod@portofsandiego.org Asset Manager-Real Estate San Diego Unified Port District Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>VIEWED</p> <p>Using IP Address: 207.215.153.162</p>	<p>Sent: 2/7/2023 9:19:36 AM Viewed: 2/7/2023 9:35:08 AM</p>

Carbon Copy Events	Status	Timestamp
<p>Jeanie Crowell jcrowell@portofsandiego.org GFS Port of San Diego Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/27/2023 12:57:57 PM Viewed: 1/27/2023 1:41:56 PM</p>
<p>DSD Planning Group DSDPlanner@portofsandiego.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 1/27/2023 12:58:38 PM Viewed: 1/27/2023 1:32:31 PM</p>
<p>OGC Incoming Documents OGCincomingdocs@portofsandiego.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/10/2023 12:00:00 PM ID: d0fe6372-a638-4095-b096-98220182d3aa Company Name: San Diego Unified Port District</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 2/6/2023 5:23:51 PM</p>
<p>Chris Hargett chargett@portofsandiego.org Department Manager-Real Estate Port of San Diego Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 2/7/2023 9:19:31 AM</p>
<p>Cory Autrey cory.autrey@wirelesspolicy.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 2/7/2023 9:35:09 AM Viewed: 2/7/2023 10:09:12 AM</p>
<p>County Assessor arccpi.fgg@sdcounty.ca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 2/10/2023 12:01:50 PM</p>
<p>EBIX portofsandiego@ebix.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 2/10/2023 12:01:56 PM</p>
<p>Kay Kay Weir cweir@portofsandiego.org Department Administrative Manager-Real Estate-Performance & Reporting Port of San Diego Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 2/10/2023 12:02:04 PM</p>

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/27/2023 12:57:57 PM
Envelope Updated	Security Checked	2/6/2023 10:12:35 AM
Envelope Updated	Security Checked	2/6/2023 10:12:35 AM
Envelope Updated	Security Checked	2/7/2023 12:51:52 PM
Envelope Updated	Security Checked	2/7/2023 12:51:52 PM
Certified Delivered	Security Checked	2/10/2023 11:56:27 AM
Signing Complete	Security Checked	2/10/2023 12:01:40 PM
Completed	Security Checked	2/10/2023 12:02:04 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, San Diego Unified Port District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact San Diego Unified Port District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: customerservicecenter@portofsandiego.org

To advise San Diego Unified Port District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at customerservicecenter@portofsandiego.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from San Diego Unified Port District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to customerservicecenter@portofsandiego.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with San Diego Unified Port District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to customerservicecenter@portofsandiego.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify San Diego Unified Port District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by San Diego Unified Port District during the course of your relationship with San Diego Unified Port District.