

**FOURTH AMENDMENT TO PERMIT AGREEMENT
No. 5189**

This Fourth Amendment to Permit Agreement ("Fourth Amendment"), dated for reference purposes only as of June 5, 2018, is by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Permitter"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Permittee").

Recitals

A. As authorized by San Mateo County Resolution No. 70639, County and Permittee entered into a Permit Agreement, dated for reference purposes only as of February 23, 2010 (the "Permit"), which enabled Permittee to use a portion of the Half Moon Bay Airport, located at 9850 Cabrillo Highway North, Half Moon Bay, California, for wireless communications equipment and space on County's existing radio antenna tower (collectively, the "Premises"), and to install, construct, operate, and maintain a communications facility.

B. The Permit has since been amended three times to authorize the modification of equipment and adjustment to the Base Permit Fee accordingly ("Permit as Amended"), most recently pursuant to Resolution No. 74130, which authorized the Third Amendment to the Permit, dated for reference purposes only as of July 16, 2015.

C. County and Permittee desire to further amend the Permit to extend the Term beyond the current February 22, 2020 expiration date, provide an option to extend the term an additional five (5) years, and increase the Base Permit Fee accordingly.

Agreement

For good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term**. Notwithstanding any other references to the term in the Permit as Amended, and subject to the Permittee's Extension Option as set forth below in Section 2, the term ("Term") of the Permit is hereby extended to February 28, 2025.
2. **Option to Extend Term**. Permittee shall have the right to further extend the Term for one period of five (5) years beyond February 28, 2025 ("Extension Option"). If Permittee is not then in material default under the terms of the Permit as Amended, Permittee, at its sole discretion, may exercise the Extension Option, if at all, only by giving written notice to Permitter no later than May 31, 2024.
3. **Base Permit Fee**. Any references to the Base Permit Fee of the Permit as Amended notwithstanding, effective February 23, 2020, the Base Permit Fee shall increase to \$8,101.00, which rate shall be subject to annual adjustment in

accordance with Section 7C. (Base Permit Fee Adjustment) of the Permit as Amended.

4. **Processing Fee.** Within 10 days of the Effective Date (as defined herein) of this Fourth Amendment, Permittee shall pay to Permitter as an additional charge a one-time processing fee of \$1,500.00 to cover Permitter's costs associated with documentation preparation and any technical or operational analysis of this Amendment to assure complete compatibility of Permitter's operations at the Property.
5. **Effective Date; Approval.** This Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Amendment, and this Amendment is duly executed by the County and delivered to Permittee.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, PERMITTOR ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF COUNTY HAS AUTHORITY TO COMMIT COUNTY HERETO UNLESS AND UNTIL THE COUNTY BOARD OF SUPERVISORS HAS ADOPTED A RESOLUTION AUTHORIZING THE EXECUTION OF THIS AMENDMENT TO THE PERMIT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF COUNTY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS AMENDMENT. APPROVAL OF THIS AMENDMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF COUNTY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON COUNTY.


6. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
7. **No Further Amendments; Conflicts.** All the terms and conditions of the Permit remain in full force and effect except as expressly amended herein. The Permit as amended by this Amendment constitutes the entire agreement between County and Permittee and may not be modified except by an instrument in writing duly executed by the parties hereto. In the event of any conflict between the terms of the Permit and the terms of this Amendment, the terms of this Amendment shall control.

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County and Permittee have executed this Fourth Amendment to Permit Agreement as of the date first written above.

PERMITTEE:
NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company

By: AT&T Mobility Corporation
Its: Manager

By:  _____
Title: Michael Guibord
Director
Construction & Engineering

COUNTY:
COUNTY OF SAN MATEO,
a political subdivision of the State of California

By: _____
Dave Pine
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____