Licensee Site Name:
Licensee Site Number: NV-LSV623x

LICENSE AGREEMENT

This license agreement ("**Agreement**") is made as of this 1st day of July, 2009 ("**Agreement Date**"), by and between **City of Las Vegas,** a municipal corporation in the State of Nevada ("**LICENSOR**")

AND

Clear Wireless, LLC, a Nevada limited liability company having an office at 4400 Carillon Point, Kirkland Washington 98033 ("**LICENSEE**").

The property which is the subject of this Agreement are those portions of the realty and/or buildings or structures located thereupon which are owned or leased by LICENSOR, or which LICENSOR has a right to the use of, known as Atrium Tower and located at 333 North Rancho Drive, Las Vegas, Nevada 89106 ("**Premises**").

LICENSOR's managing agent with respect to communications equipment located upon the Premises is AAT Communications LLC, a Florida limited liability company having an office at 12250 Weber Hill Road, Suite 120, St. Louis, Missouri 63127 ("**AAT**").

In consideration of the mutual covenants and obligations herein contained, Licensor and Licensee agree as follows:

*1. **License.** LICENSOR grants to LICENSEE a non-exclusive right to use the Premises for the installation and operation of the communications equipment ("**Equipment**") described on Exhibit "A" attached hereto, which may include the use of those portions of the Premises which are presently licensed to Nextel of California, Inc., d/b/a Nextel Communications, a Delaware corporation ("**Customer**") If LICENSEE is using portions of Customer's Premises, LICENSEE represents and warrants that it has obtained the right to such use, and will indemnify LICENSOR and AAT from and against any allegations of Customer for failure to obtain Customer's approval for such use. LICENSEE is solely responsible for determining whether the Premises are suitable for its intended use. Licensee specifically acknowledges that it has fully inspected the Premises and agrees to take the Premises in strictly "AS IS" condition without any warranties or representations of any kind, except for those provided herein.*

*2. **Installation.*** A. *LICENSEE shall be responsible for obtaining all permits, licenses and other approvals required by any municipal, county, state or Federal governmental or regulatory body or agency, including a license issued by the Federal Communications Commission ("**FCC**"), for the installation and operation of its Equipment at the Premises. Before commencing said installation, LICENSEE shall seek AAT's and LICENSOR's approval of LICENSEE's plans and specifications. Subject to the approval of LICENSOR, AAT or LICENSOR shall not unreasonably withhold its approval of said plans. The location at which the Equipment shall be installed shall be determined by AAT and LICENSOR, with consideration of LICENSEE's needs and the requirements of LICENSOR. The Equipment shall be installed in accordance with AAT's technical standards as set forth on Exhibit "B" and principles of good workmanship. LICENSEE shall notify AAT and LICENSOR at least 48 hours prior to the commencement of installation of the Equipment. LICENSEE shall provide a structural assessment reasonably satisfactory to Licensor to ensure the rooftop will support the installation. Licensee may, but shall not be obligated to reinforce the existing building structure to support Licensee's installations if reasonably required, in LICENSOR's reasonable discretion, for LICENSEE's installations. If LICENSEE fails or refuses to do so after LICENSOR's reasonable request, LICENSOR or LICENSEE may terminate this Agreement. LICENSEE shall not permit any mechanics', material man's or other liens to stand against the Licensed Premises for any labor or material furnished LICENSEE in connection with work of any character performed on the Licensed Premises by or at the direction of LICENSEE. In the event of any lien that LICENSEE fails to discharge within thirty (30) days of receipt of written notice of such filing, LICENSOR shall have the right, without the requirement of questioning the validity of the same, to immediately discharge and pay in full the lien and such amount paid by LICENSOR, including its costs and reasonable attorney's fees associated with the same, shall be immediately due and owing from LICENSEE to LICENSOR.*

B. *This Agreement does not authorize LICENSEE to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Agreement does not authorize LICENSEE to use the Premises for video transmissions. This Agreement shall not be interpreted to grant the rights of a franchise required by any City ordinance, State statute or constitutional provision or Federal law.*

3. **Interference.** *LICENSEE represents and warrants that the Equipment shall not (i) cause interference to the electronic equipment and/or television or radio reception of LICENSOR and residents/tenants of the Premises, (ii) cause interference to the communications equipment of other users of the Premises existing as of the date of installation of LICENSEE's Equipment or (iii) create a nuisance at or upon the Premises. LICENSEE shall cooperate with AAT to the extent reasonably necessary to determine the source of any interference believed to be emanating from systems operating at the Premises. If LICENSEE's Equipment is determined to be the cause of any such interference, and such interference cannot be eliminated within 48 hours after receipt of notice thereof from AAT, LICENSEE shall discontinue use of the Equipment (except for intermittent operation for the purpose of testing following any remedial measures) until the interference is eliminated. LICENSOR represents that the agreements executed by and between LICENSOR and future users of the Premises shall include language substantially similar to the foregoing.*

4. **Access.** *Upon 24 hours notice to LICENSOR and subject to reasonable security, safety and identification procedures, LICENSEE and its employees, agents and contractors shall have access to the Premises during the hours of 9 A.M. and 5 P.M., Monday through Friday, only for the purposes of installing, operating, maintaining, repairing and removing the Equipment. In the event of emergency or equipment malfunction, access shall be granted at any time, subject to the reasonable security, safety and identification procedures of LICENSOR.*

5. **Term.** A. *This Agreement shall commence upon (i) the date upon which LICENSEE begins the installation of its Equipment or August 1, 2009 (Commencement Date) and shall continue in effect for a term of five (5) years, unless terminated prior to the expiration of said term in accordance with the provisions of Paragraph 18.*

B. *Provided that (i) LICENSEE is not in default hereunder, (ii) this Agreement has not expired or been terminated and (iii) LICENSEE notifies LICENSOR at least 180 days prior to the expiration of the then-current term of its desire to renew the term, LICENSEE shall have the right to renew this Agreement under the same terms and conditions for three (3) additional five (5) year terms, subject to the increase in the license fee provided in Paragraph 6 hereof.*

C. LICENSEE shall have no right to hold over at the Premises beyond the expiration of this Agreement. In the event of a holdover tenancy, LICENSEE shall be liable for a holder fee in an amount equal to 300% of the then current license fee paid at the time of the termination or expiration of this Agreement for each month LICENSEE holds over.

6. **License Fee.** *As compensation for the rights granted hereunder, LICENSEE shall pay an annual license fee of Twenty One Thousand Six Hundred Dollars and Zero Cents ($21,600.00) for the first year of the term, payable in monthly installments of one-twelfth each, beginning on the Commencement Date. All license fee payments due hereunder shall be paid in advance and shall be delivered to LICENSOR on or before the first day of each month. In the event the Commencement Date is other than the first day of the month, the license fee for the first and last months of the term hereof shall be apportioned accordingly. At each anniversary of the Commencement Date, during the initial term and any renewal terms, the annual license fee payable by LICENSEE shall automatically increase by four percent (4%).*

7. **Responsibility for Equipment.** *The Equipment shall remain the personal property of LICENSEE, and LICENSEE agrees that neither LICENSOR nor AAT shall have any responsibility for the care and protection thereof. LICENSEE shall mark all of its Equipment (including but not being limited to antennas, cables and equipment cabinets) with weatherproof tags or plates identifying LICENSEE as the owner and/or operator thereof and shall keep, operate and maintain said Equipment in a safe condition and in good repair.*

8. **Electrical.** *LICENSEE will not use LICENSOR's electricity, and, as such LICENSEE will pay no fee to LICENSOR for electricity. If Customer agrees to allow LICENSEE the right to the use its electricity, then LICENSEE shall be entitled to draw such power from Customer provided that LICENSEE further represents and warrants that it has obtained such*

permission. In the event that LICENSEE requires separate electric service, LICENSEE will make arrangements with the electric utility company to have a separate electric service (billed to and paid directly by LICENSEE) installed upon the Premises, at Licensee's sole cost and expense, solely for the purpose of supplying electrical power to the Equipment. LICENSEE shall advise LICENSOR that said meter has been installed within thirty (30) days of such installation.

9. **Compliance with Laws.** *The Equipment shall, at all times during the initial term and any renewals, be installed, operated and maintained by LICENSEE in accordance with all laws, codes, rules, regulations, orders and requirements of all local, county, state and Federal governmental and regulatory bodies and agencies, including, but not being limited to, all rules, regulations and orders of the FCC and the Occupational Safety & Health Administration ("OSHA"). Within 10 days after the Commencement Date, LICENSEE shall provide AAT or LICENSOR with a copy of the license issued by the FCC for the Equipment. In addition, LICENSEE shall post a copy of said FCC license at the Premises, in the location designated by AAT or LICENSOR.. LICENSOR shall at all times during the initial term and any renewals and to the extent applicable to LICENSOR's duties herein, comply with all laws, codes, rules, regulations, orders and requirements of all local, county, state and Federal governmental and regulatory bodies and agencies, including, but not limited to, all rules, regulations and orders of the FCC and OSHA.*

10. **RF Emissions.** A. *LICENSEE shall be responsible for ensuring that the Equipment does not cause radiofrequency ("**RF**") emissions which are in excess of the safe limits established by the FCC (the "**RF Standards**"). Before installing the Equipment, LICENSEE shall survey the existing RF environment at the Premises. By installing the Equipment, LICENSEE shall be deemed to have represented to LICENSOR that the Equipment shall not itself violate, or, in conjunction with other RF sources located at the Premises as of the Commencement date cause to be violated, the RF Standards.*

B. *LICENSEE shall cooperate with LICENSOR and AAT in reducing RF exposure to maintenance personnel by powering down the Equipment, as necessary, during periods of maintenance at the Premises. LICENSOR and/or AAT shall provide LICENSEE with as much advance notice of any such maintenance as is reasonably available.*

11. **Environmental.** A. *LICENSEE shall not bring, use, generate, store, treat or dispose of any Hazardous Materials on, in, under or near the Premises.*

B. *LICENSOR represents, warrants and agrees (i) that LICENSOR has not used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any hazardous material on, under, about or within the Premises in violation of any law or regulation, except as disclosed herein and (ii) that LICENSOR will not, and will not permit any third party to use, generate, store or dispose of any hazardous material on, under, about or within the Premises in violation of any law or regulation.*

C. *As used herein, "Hazardous Material" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Nevada, or the United States Government, including, but not limited to, any material or substance which is 1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous water," or "restricted hazardous waste" under any provision of state or local law, 2) petroleum, 3) asbestos, 4) polychlorinated biphenyl, 5) radioactive material, 6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. State Statute 1251 et seq. (33 U.S.C. State Statute 1317), 7) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. State Statute 6901) et seq. (42 U.S.C. State Statute 9601 et seq. (42 U.S.C. State Statute 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.*

12. **Insurance.** *At all times during the initial term and any renewal terms, LICENSEE shall carry insurance protecting itself, LICENSOR and AAT against all claims, demands, judgments, liabilities and losses which may be made against or suffered by them as a result of (i) LICENSEE's use of the Premises, (ii) the installation, operation or presence of the Equipment at the Premises, or (iii) any act, omission or negligence of LICENSEE or its employees, agents or contractors while on or in the vicinity of the Premises. The insurance required to be obtained and maintained by LICENSEE shall be as follows:*

- *All Risk property insurance in the amount of the Equipment's replacement cost;*
- *Commercial general liability insurance: $2 million for injury or death, any one occurrence; $1 million for damage to property, any one occurrence; $2 million excess/umbrella coverage;*
- *Automobile liability insurance in the amount of $1 million; and*
- *Employer's Liability, worker's compensation and disability insurance covering employees in the amounts required under applicable laws.*
- *The insurance coverages shall be with an insurance carrier which is licensed to do business in the State of Nevada and which is acceptable to the LICENSOR.*

Within 10 days after LICENSEE's execution of this Agreement and on each anniversary of the Commencement Date during the initial term and any renewal terms, LICENSEE shall provide AAT or LICENSOR with current certificates of insurance, evidencing that LICENSEE has obtained the requisite coverages in the mandated amounts, that LICENSOR and AAT are named as additional insureds thereunder, and that such policies cannot be cancelled or amended without at least 30 days' prior notice to LICENSOR and AAT.

13. **Hold Harmless.** *LICENSEE shall indemnify, defend and hold LICENSOR, its officers, employees and agents, and AAT harmless from and against all losses, damages, fines, penalties, claims, costs, expenses and liabilities (including costs of defense and reasonable attorneys' fees) which are suffered by, levied upon or brought against either (or the officers, employees, agents or contractors of either) as a result of (i) the installation, operation, presence, use, maintenance or removal of the Equipment at the Premises; (ii) any act, omission or negligence of LICENSEE or its officers, employees, agents or contractors while on or in the vicinity of the Premises; (iii) any allegation of interference which is caused by, or is alleged to have been caused by, the Equipment; (iv) any allegation of exposure to RF emissions originating, in whole or in part, from the Equipment; or (v) the release, presence, use or disposal of Hazardous Materials on or in the vicinity of the Premises by LICENSEE or any officer, employee, agent or contractor of LICENSEE.*
Subject to Nevada Revised Statute 41.035, LICENSOR agrees to indemnify and save LICENSEE harmless from all claims (including cost and expenses of defending against such claims) arising or alleged to arise from (i) any breach of this Agreement by LICENSOR; (ii) any negligent act, negligent omission or intentional tort of LICENSOR or its agents, officers, employees, or contractors occurring during the term of this Agreement or (iii) the release, presence, use or disposal of Hazardous Materials on or in the vicinity of the Premises by LICENSOR or any officers, employee, agent or contractor of LICENSOR. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

14. **Removal of Equipment.** *Within a period of 20 days following the expiration or termination of this Agreement, LICENSEE shall (i) remove the Equipment and all cables, components and other property of LICENSEE from the Premises, (ii) repair any damage to the Premises caused by such removal and (iii) restore those portions of the Premises upon and/or within which the Equipment was located to the condition which existed as of the Commencement Date. Any equipment, cabling, components or other property of LICENSEE remaining on the Premises after the expiration of the aforestated period shall be deemed to have been abandoned and may be disposed of as LICENSOR sees fit. LICENSEE shall reimburse LICENSOR and/or AAT for all expenses incurred by LICENSOR and/or AAT in removing and disposing of any such abandoned property of LICENSEE. Should LICENSEE fail to commence to repair any damage to the Premises or to restore the Premises to the original condition within the aforestated period, LICENSOR and/or AAT may, at their option, have such repair and/or restoration performed, and LICENSEE shall reimburse LICENSOR and/or AAT for all such expenses incurred by LICENSOR and/or AAT.*

15. **Casualty.** *In the event fire or other calamity ("**Casualty**") causes a total destruction of the Premises, this Agreement shall automatically terminate as of the date of such Casualty. In the event of Casualty causing damage to the Premises comprising less than a total destruction thereof, LICENSEE or LICENSOR may terminate this Agreement if the Premises are not restored to a condition which permits for the operation of the Equipment thereupon within 90 days from the date of Casualty. The license fee payable by LICENSEE hereunder shall abate for such period of time as LICENSEE is unable to use the Premises as a result of any Casualty.*

16. **Condemnation.** *If the Premises or any portion thereof is condemned or subjected to a taking by any governmental authority with the power of eminent domain, this Agreement shall terminate as of the date*

upon which LICENSEE is required to remove its Equipment from the Premises. LICENSEE shall be entitled to seek its own award from the condemning authority only to the extent such award does not result in a diminution of the awards payable to LICENSOR.

17. **Default.** *The occurrence of the following events shall constitute an event of default hereunder:*

*(i) the failure of either party to comply with any of the provisions of this Agreement or to faithfully and timely perform all of the duties and obligations of such party hereunder (a "**Non-Monetary Default**"); or*

*(ii) the failure of LICENSEE to pay, when due, the license fee or any other amounts owed LICENSOR hereunder (a "**Monetary Default**").*

18. **Termination.** A. *This Agreement may be terminated under the following circumstances:*

(i) immediately, by the non-defaulting party, in the event of a Non-Monetary Default which the party in default has failed to cure within 30 days of receipt of written notice from the non-defaulting party of the existence of said default;

(ii) immediately, by LICENSOR, upon LICENSEE's failure to make full payment of any amounts owed hereunder within 15 days of LICENSEE's receipt of written notice from AAT or LICENSOR declaring LICENSEE to be in Monetary Default;

(iii) immediately, by LICENSOR, if LICENSEE is unable to eliminate any interference caused by its Equipment within a period of 20 days following LICENSEE's receipt of written notice from AAT or LICENSOR of the existence of such interference in accordance with the terms of Paragraph 3. hereof;

(iv) immediately, by LICENSOR, in the event the Equipment is determined to be the source of RF emissions in excess of the RF Standards and LICENSEE has failed to minimize such RF emissions to an acceptable degree within the earlier of the time limit established by (a) the FCC and (b) AAT or LICENSOR;

(v) immediately, by LICENSEE, in the event of interference to the Equipment caused by the equipment of any other party, whether on the Premises or elsewhere, which is not minimized to an acceptable degree within 20 days following LICENSOR's receipt of notice from LICENSEE of the existence of such interference;

*(vi) **immediately**, by LICENSEE, in the event the transmission or reception paths to the Equipment are interfered with or obstructed by other equipment or systems serving the Premises installed after the date of this Agreement or by buildings or other structures which are constructed in the surrounding area after the date of this Agreement **in either case, which is not remedied within 20 days following LICENSOR's receipt of written notice from LICENSEE of the existence of such interference;***

(vii) immediately, by LICENSEE, if LICENSOR does not consent to any increase and/or modification of the existing electrical circuits at the Premises as set forth in Paragraph 8 hereof within 30 days of the date LICENSOR is in receipt of LICENSEE's request therefor; or

(viii) immediately, by LICENSEE, in the event any license, permit or other governmental approval required for the installation or operation of the Equipment is withheld, revoked or withdrawn, other than as a result of LICENSEE's acts or negligence.

B. *In the event of a Non-Monetary Default by either party hereunder which cannot reasonably be cured within the time period set forth in section (i) of Part A of this Paragraph 18, the time for curing such default shall be extended for such period of time as may be reasonably necessary to complete such curing, in no event longer than 60 days, provided the party in default proceeded promptly to cure same and thereafter diligently pursues such curing to completion.*

C. *Following the effective date of termination of this Agreement in accordance with any of the foregoing, neither party shall have any further obligation or liability hereunder, other than as may be specifically set forth herein.*

19. **Contractors.** A. *Any and all contractors hired by LICENSEE to install the Equipment or perform any other work at the Premises ("**Licensee's Contractors**") shall be subject to the approval of AAT or LICENSOR. Such approval shall not be unreasonably withheld or delayed, subject, however, to any requirements of LICENSOR with respect to access to the Premises and/or work to be performed thereupon.*

B. *Each of Licensee's Contractors shall be required to obtain insurance protecting itself, LICENSEE, LICENSOR and AAT against any and all claims, losses, damages or costs which may arise out of or result, directly or indirectly, from (i) the activities of said Licensee's Contractor at the Premises or (ii) the acts or negligence of said Licensee's Contractor or its employees. The insurance required to be obtained and maintained by each of Licensee's Contractors shall be as follows:*

- *Commercial general liability insurance: $2 million for injury or death, any one occurrence; $1 million for damage to property, any one occurrence; $2 million excess/umbrella coverage;*
- *Automobile liability insurance in the amount of $1 million; and*
- *Employer's Liability, worker's compensation and disability insurance covering employees in the amounts required under applicable laws.*
- *The insurance coverages shall be with an insurance carrier which is licensed to do business in the State of Nevada and which is acceptable to the LICENSOR*

Prior to commencing work at the Premises, each of Licensee's Contractors shall provide AAT or LICENSOR with current certificates of insurance, evidencing that it has obtained the requisite coverages in the mandated amounts; that LICENSEE, LICENSOR and AAT are named as additional insureds thereunder; and that such policies cannot be cancelled or amended without at least 10 days' prior notice to the parties named thereunder as additional insureds.

C. *Notwithstanding the foregoing, LICENSEE agrees to accept all responsibility and liability for all actions of Licensee's Contractors and to indemnify and hold LICENSOR and AAT harmless from and against any and all claims, losses, damages or costs for which LICENSOR and AAT are not fully reimbursed pursuant to Part B of this Paragraph 19.*

20. **Assignment.** A. *LICENSOR may assign its interest in this Agreement to any third party, provided that LICENSOR gives LICENSEE written notice of any such assignment at least 10 days prior to the effective date thereof.*

B. *Provided that (i) LICENSEE is not in default hereunder, (ii) that LICENSEE gives written notice of its intention to assign its rights hereunder at least 10 days prior to the effective date thereof and (iii) the assignee agrees to assume all of LICENSEE's obligations hereunder (including those due and owing as of the effective date of assignment), LICENSEE shall have the right to assign its interest in this Agreement to any parent, subsidiary or affiliate of LICENSEE; any entity with which or into which LICENSEE is merged or consolidated; or to any corporation which acquires 51% or more of LICENSEE's assets.*

C. Notwithstanding anything to the contrary contained in this Agreement, LICENSEE may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity ("Assignee") to whom LICENSEE (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

D. *Any assignment hereof by LICENSEE other than pursuant to the terms of Part B and Part C of this Paragraph 20 shall be subject to the written approval of LICENSOR. Any request for such approval shall be made in writing, at least 30 days in advance of the effective date of assignment, and shall include the net worth of the assignee as of the last day of the most recent quarter of said assignee's business year. LICENSOR shall not unreasonably withhold such approval, subject, however, to the assignee's agreement to accept all obligations of LICENSEE hereunder (including those due and owing as of the effective date of assignment).*

E. *LICENSEE shall not sublicense all or any part of its rights or obligations hereunder.*

21. **Controversies.** A. *Subject to the provisions of Paragraphs 17 and 18 hereof, and in the event the amount in controversy or claimed as damages is less than $25,000, all controversies with respect to this Agreement or the rights, duties or obligations of the parties hereunder shall be settled by arbitration conducted by one arbitrator of the American Arbitration Association in the County in which the Premises is located under the Rules of Commercial Arbitration (the "**Rules**") as they exist at the time demand is made therefor. The cost of said arbitration and all fees associated therewith shall be paid in accordance with the Rules.*

B. *In the event the amount in controversy or claimed as damages is equal to or greater than $25,000, the party making demand for same shall have the option of either making demand for arbitration in accordance with the provisions of Part A of this Paragraph 21 or seeking relief from an appropriate court having jurisdiction over the subject matter and parties.*

C. *All arbitration proceedings conducted in accordance herewith shall be held in accordance with the laws of the State in which the Premises is located.*

22. **Disclosure of Principals.** *Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective November 17, 1999, LICENSEE warrants that it has disclosed on the form attached as Exhibit "C", all principals and partners of LICENSEE as well as all persons and entities holding more than a one percent (1%) interest in*

LICENSEE, or any principal of LICENSEE, throughout the term hereof, shall notify LICENSOR in writing of any material change in the above disclosure within 15 days of any such change.

23. **Miscellaneous.** A. *This Agreement, including the exhibits attached hereto, represents the entire understanding of the parties with respect to the subject matter hereof. Any addition, variation or modification of the terms hereof shall be effective only if made in writing, duly executed by authorized representatives of both parties.*

B. *Any provision of this Agreement which is deemed to be invalid by any governmental or judicial body having authority hereover shall be considered deleted herefrom. Such determination shall not serve to invalidate the remaining provisions of this Agreement.*

C. *Subject to the provisions hereof, this Agreement shall extend to, inure to the benefit of and bind the heirs, successors and permitted assigns of the parties.*

D. *This Agreement shall be construed, interpreted and governed under and in accordance with the laws of the State in which the Premises is located.*

Except (i) *as authorized by AAT or LICENSOR, (ii) with respect as otherwise permitted herein, LICENSEE agrees that it shall not contact or discuss the subject matter of this Agreement with LICENSOR but shall, instead, in each other instance, contact AAT as LICENSOR's managing agent.*

E. *If LICENSOR shall fail to perform any covenant, term or condition of this Agreement, and if LICENSEE shall recover a money judgment against LICENSOR, the judgment shall be satisfied only out of the right, title and interest of LICENSOR in the Premises as the same may then be encumbered, and neither LICENSOR nor any of its partners shall be liable for any deficiency. It is understood that in no event shall LICENSEE have the right to levy execution against any property of LICENSOR other than its interest in the Premises. The right of execution shall be subordinate and subject to any mortgage or other encumbrance upon the Premises. No trustee, shareholder, officer, member, director, employee, parent or subsidiary company, LICENSOR affiliate or partner of LICENSOR shall in any event or at any time be personally liable for the payment or performance of any obligation required or permitted of LICENSOR under this Agreement or under any document executed in connection herewith. No attachment, execution, writ or other process shall be sought or obtained, and no judicial proceeding shall be initiated by or on behalf of LICENSEE, against LICENSOR personally or LICENSOR's assets (other than LICENSOR's interest in the Premises) as a result of any such failure, breach or default and neither they nor LICENSOR nor any LICENSOR affiliate shall be liable for any deficiency.*

F. *All notices sent with respect to this Agreement shall be in writing and delivered to the other party via certified mail, return receipt requested, or national overnight delivery service. Notices shall be deemed to have been delivered upon the actual, verifiable date of receipt or refusal of delivery thereof by the recipient party. The current addresses of the parties to which such notices should be sent are as follows:*

LICENSOR:	*City of Las Vegas* *c/o Real Estate and Utilities* *400 Stewart, 4th Floor* *Las Vegas, NV 89101*
With a copy to:	*City of Las Vegas* *c/o City Attorney's Office* *400 Stewart, 9th Floor* *Las Vegas, NV 89101*
LICENSEE:	*Clear Wireless, LLC* *4400 Carillon Point* *Kirkland, Washington 98106* *Attn: Site Leasing*
With copies to:	*AAT Communications LLC* *12250 Weber Hill Road* *Suite 120* *St. Louis, Missouri 63127* *Attn.: Site Administration*
	AAT Communications LLC *517 Route One South* *Suite 1109* *Iselin, New Jersey 08830* *Attn.: Legal*
	AAT Communications LLC *5900 Broken Sound Parkway NW* *Boca Raton, Florida 33487* *Attn.: Legal*

Each of the parties may change its address as set forth above by delivering to the other written notice of such change in accordance with the foregoing.

Licensee Site Name:
Licensee Site Number: NV-LSV623x

EXHIBIT "A"

Licensee's Equipment

Note: This form must list all Equipment to be installed at the site. Any Equipment of Licensee not listed on this form may not be installed or remain on the AAT site, unless the Agreement provides otherwise.

TRANSMIT FREQUENCY(IES)
2500-2686 MHz

CALL SIGN(S)

RECEIVE FREQUENCY(IES)
2500-2686 MHz

Antenna and Microwave Dish Information

Type of Antenna (TX/RX)	# of Antenna	Type (Dish, Stick, Panel, GPS, etc.)	Manufacturer	Model	Length (inches)	Width or Dia. (inches)	Depth (inches)	Coaxial Cables		Desired Mount Height (AGL, ft)	Weight (Lbs. Each)	ERP (Watts)
								# Of Cables	Cable Size (Width x length)			
Tx/Rx	3	Panel	Kathrein Scala	840-10057	48	13	36	6	x 5/16	45t	35	450
Tx/Rx	3	Dish	Dragonwave	18G	26	-	-	3 3	1/2" x CAT-5	45 ft	43	100
	1	GPS	Nortel	GPS				1	1/2" x	Mounted on Customer Shelter		

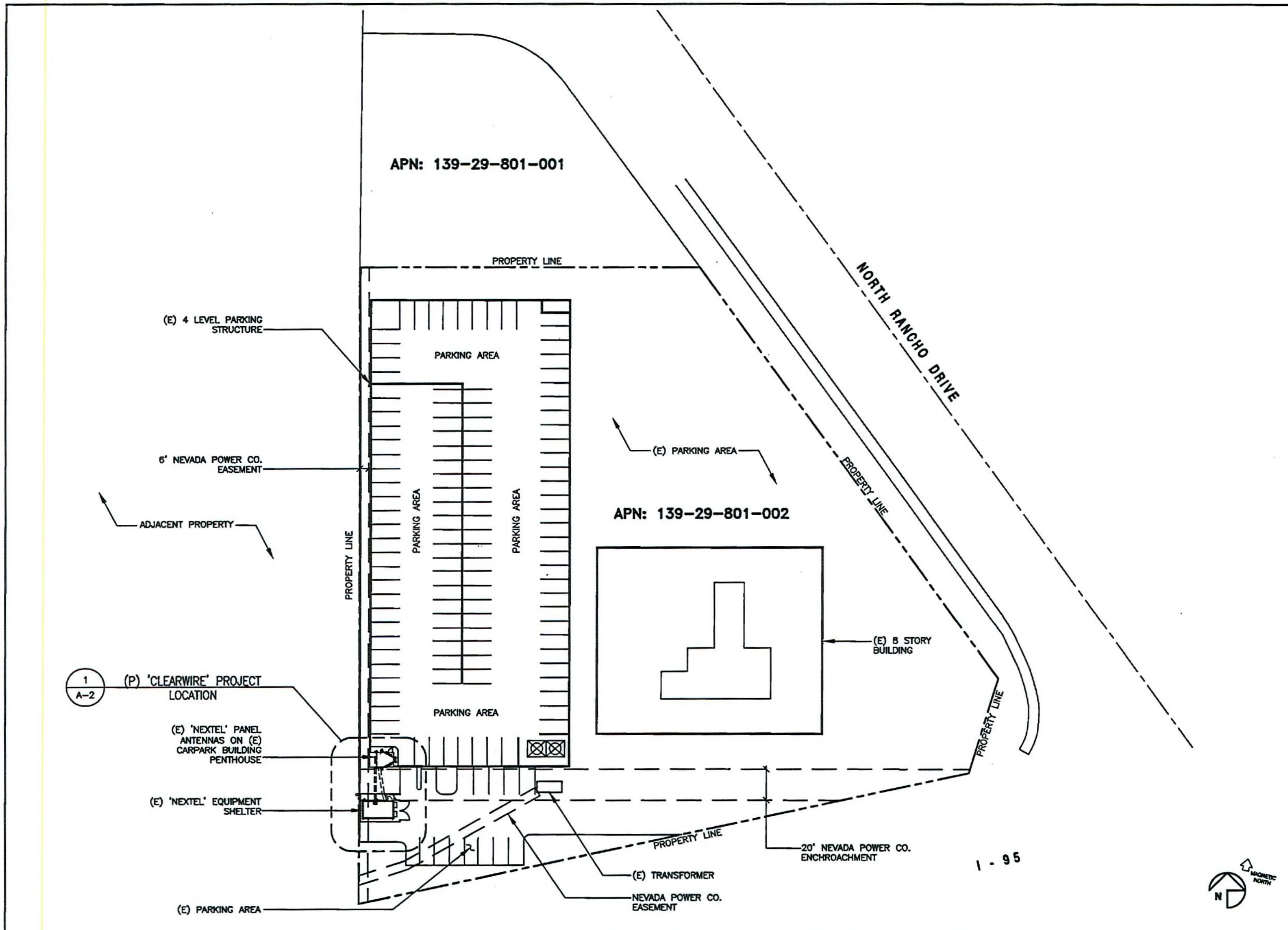
Base Station Information

(For all indoor and outdoor applications, including customer-provided shelters and cabinets)

Number of Base Stations	Manufacturer	Model	Rack Space or Cabinet Size (L x W x H) (in.)	Power Output (Watts)	Total Rack Spaces Required	Additional Information
1	Various	Various	19 x x		1	
			x x			

Customer Shelter/Outdoor Cabinet Information

Number of Shelters/Cabinets	Equip Bldg/Cab Size (L x W x H) (ft.)	Total Ground Space Required (s.f.)	Type of Equipment Structure (Prefab building, metal cabinet, etc.)	Type of Foundation (Concrete pad, metal platform, etc.)
	x x	2' x 2' within Customer's Licensed Area		



SITE PLAN

SCALE: 1"=80'-0" | 1

clearwire
wireless broadband
4400 Carillon Point
Kirkland, WA 98033

PROJECT NAME
NV-LSV623x
XOHM 1 LV01YC131
333 NORTH RANCHO DRIVE
LAS VEGAS, NEVADA 89107

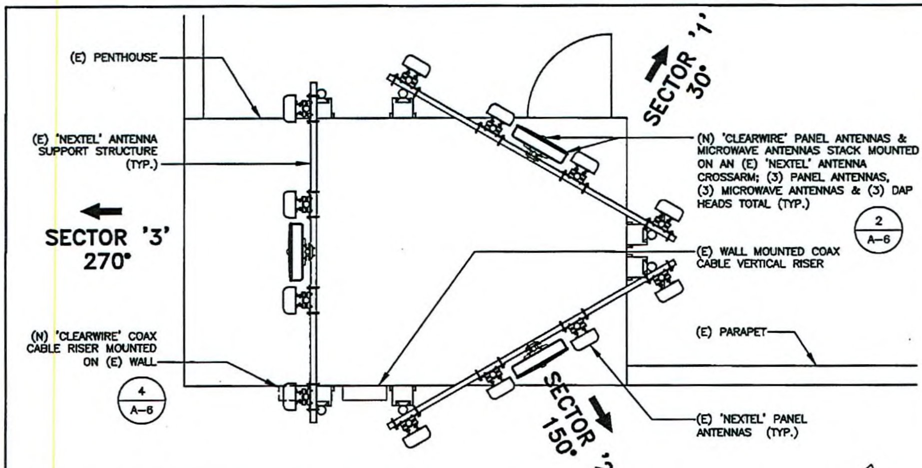
MSA
Architecture & Planning, Inc.
1 Cactus Garden Drive, Suite A-17
Henderson, NV 89014
Ph. 702.386.8080
San Francisco - Santa Ana - San Diego - Henderson

MICHAEL JAMES SHEWBRIDGE
REGISTERED
No. 4211
EXP. 12.31.09
ARCHITECT
STATE OF NEVADA

DRAWING DATES
0 05/05/09 ISSUED FOR CD REVIEW JWH

SHEET TITLE
SITE PLAN

A-1



NOTES:
1. ALL ANTENNAS TO BE FURNISHED WITH DOWNTILT BRACKETS. CONTRACTOR TO COORDINATE REQUIRED MECHANICAL DOWNTILT FOR EACH ANTENNA WITH RF ENGINEER.
2. ANTENNA CENTERLINE HEIGHT IS IN REFERENCE TO ELEVATION 0'-0". ANTENNA HEIGHTS ARE SHOWN ON TRANSMISSION TOWER ELEVATIONS.
3. CONTRACTOR SHALL VERIFY ANTENNA TYPE, CABLE TYPE AND AZIMUTH WITH RF ENGINEER AND/OR CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.

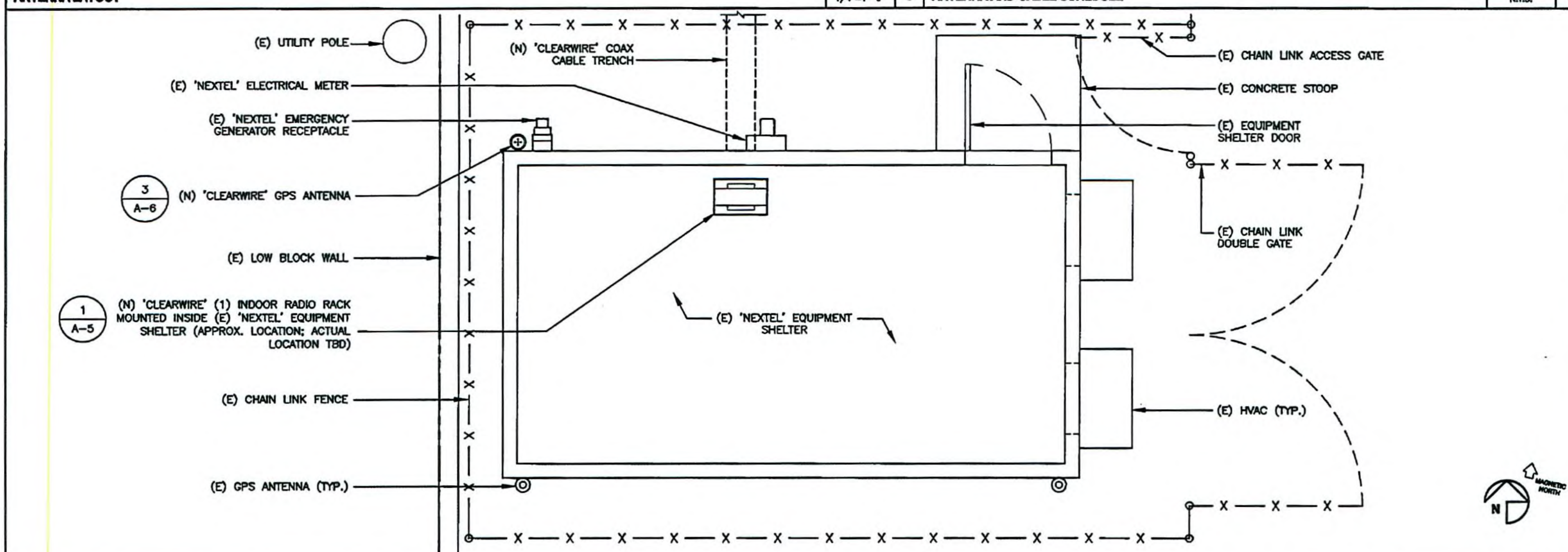
ANTENNA LAYOUT — SCALE: 1/4"=1'-0" — 3

ANTENNA AND COAXIAL CABLE SCHEDULE

ANTENNA SECTOR	AZIMUTH	ANTENNA MODEL NUMBER	DOWNTILT EDT	DOWNTILT MDT	COAX. CABLE LENGTH	COAX SIZE	JUMPER LENGTH	COLOR CODE	COMMENTS
1	30°	KATHREIN SCALA 840 10057			80'	2x5/16"	2x3'	1 RED	SMALLEST NUMBER IN THIS SECTOR DEGREE RANGE WILL BE LABELED "R-1". THE NEXT LARGER NUMBER WILL BE NAMED "R-2".
2	150°	KATHREIN SCALA 840 10057			80'	2x5/16"	2x3'	1 BLUE	SMALLEST NUMBER IN THIS SECTOR DEGREE RANGE WILL BE LABELED "B-1". THE NEXT LARGER NUMBER WILL BE NAMED "B-2".
3	270°	KATHREIN SCALA 840 10057			80'	2x5/16"	2x3'	1 YELLOW	SMALLEST NUMBER IN THIS SECTOR DEGREE RANGE WILL BE LABELED "Y-1". THE NEXT LARGER NUMBER WILL BE NAMED "Y-2".
1	TBD	DRAGONWAVE 180			80'	1/2" COAX/(1) CAT-5		1 WHITE	
2	TBD	DRAGONWAVE 180			80'	1/2" COAX/(1) CAT-5		1 WHITE	
3	TBD	DRAGONWAVE 180			80'	1/2" COAX/(1) CAT-5		1 WHITE	
GPS	N/A	NORTEL GPS			–	1/2" COAX	N/A	N/A	

NOTE:
GENERAL CONTRACTOR TO CONFIRM EDT & MDT VALUES WITH RF UPON INSTALLATION.

ANTENNA AND CABLE SCHEDULE — SCALE: N.T.S. — 1



EQUIPMENT PLAN — SCALE: 1/4"=1'-0" — 2

clearwire
wireless broadband
4400 Carillon Point
Kirkland, WA 98033

PROJECT NAME
NV-LSV623x
XOHM 1 LV01YC131
333 NORTH RANCHO DRIVE
LAS VEGAS, NEVADA 89107

MSA
Architecture & Planning, Inc.
1 Cactus Garden Drive, Suite A-17
Henderson, NV 89014
Ph. 702.386.8080
San Francisco - Santa Ana - San Diego - Henderson

MICHAEL JAMES SHEWBRIDGE
REGISTERED
No 4211
exp. 12.31.09
ARCHITECT
STATE OF NEVADA

DRAWING DATES

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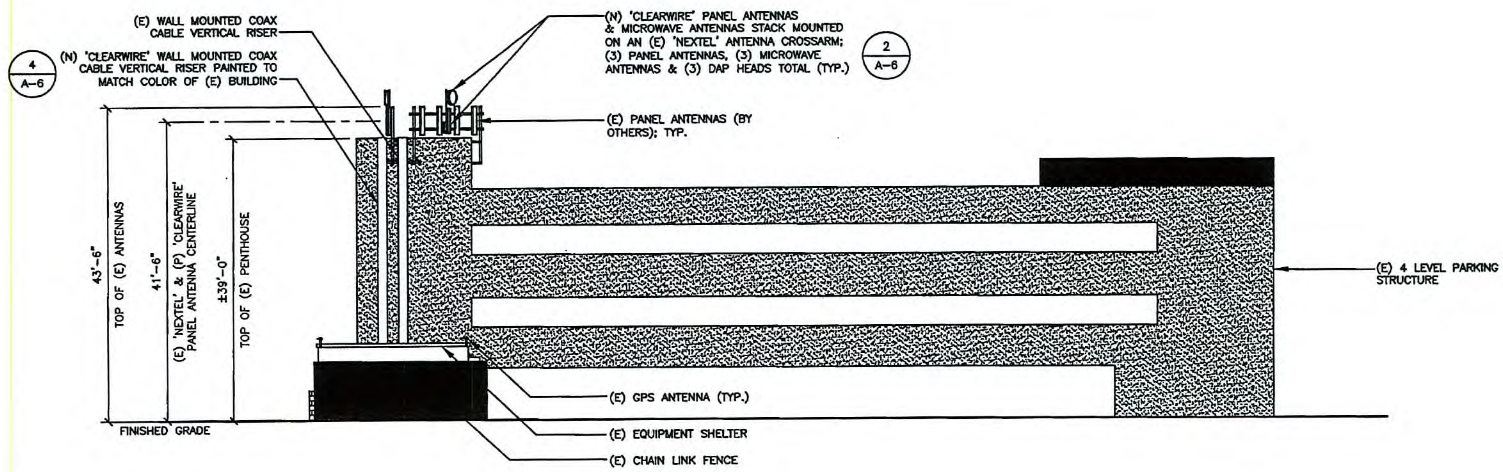
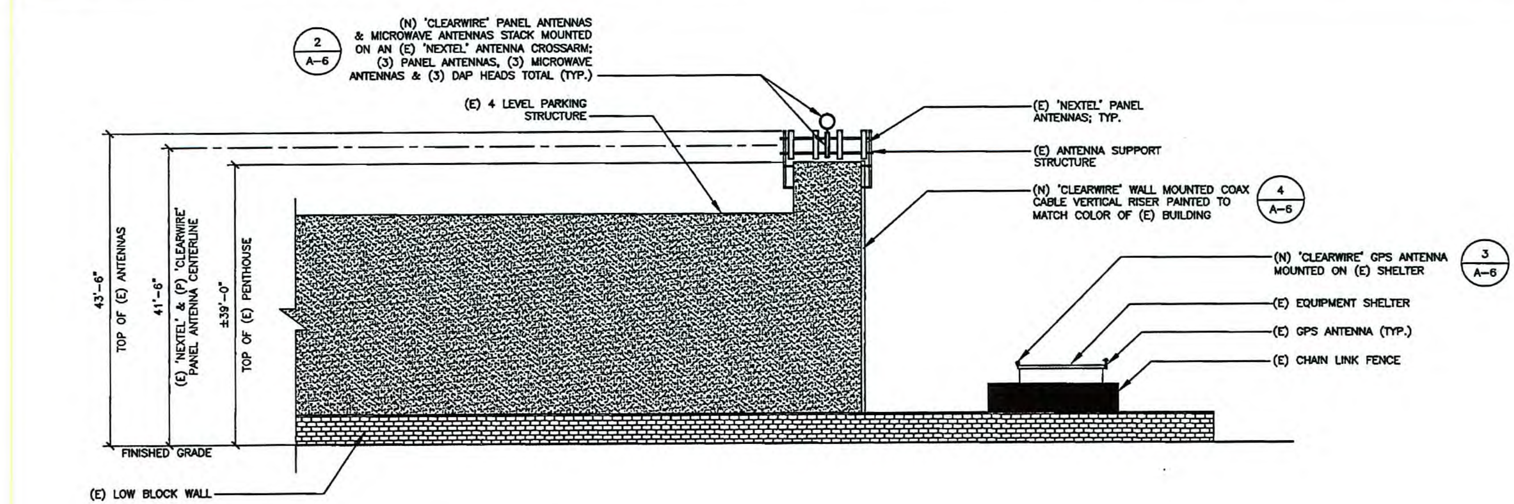
SHEET TITLE
ANTENNA & CABLE SCHEDULE EQUIPMENT PLAN & ANTENNA LAYOUT

A-3



SOUTH ELEVATION

SCALE: 1/16"=1'-0" | 1



WEST ELEVATION

SCALE: 1/16"=1'-0" | 1

clearwire
wireless broadband

4400 Carillon Point
Kirkland, WA 98033

PROJECT NAME

NV-LSV623x

XOHM 1 LV01YC131

333 NORTH RANCHO DRIVE
LAS VEGAS, NEVADA 89107

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SHEET TITLE

NORTH & SOUTH ELEVATIONS

A-4

Licensee Site Name:
Licensee Site Number: NV-LSV623x

EXHIBIT "B"

Technical Standards

I. General

1) All installation crews must have in their possession an installation diagram issued to them by AAT prior to work beginning.

The following will not be permitted without the written consent of AAT:

1) Any equipment without FCC type acceptance.
2) Change in operating frequencies.
3) Open rack mounted receivers and transmitters.
4) Relocation of equipment after installation.

II. Radio Frequency Interference Protective Devices

1) 30-76 MHz
   Isolators-minimum of 30dB
   TX cavity-minimum of 20dB rejection at ± 1MHz
2) 130-174 MHz
   Single Stage Isolators-minimum of 30dB
   TX cavity-minimum of 25dB rejection at ± 1MHz
3) 406-512 MHz
   Single Stage Isolators-minimum of 30dB
   TX cavity-minimum of 25dB rejection at ± 1 MHz
4) 800-1000 MHz
   Single Stage Isolators-minimum 30dB
   TX cavity-minimum of 20dB rejection at ± 5 MHz

* **Harmonic Filters are also required with single or dual stage isolators**.

III. Antenna and mounts must be:

1) Mounted only on approved side arms or other specified mount and only one per mount unless authorized by AAT.
2) All mounting hardware must be hot dipped galvanized or non-corroding metal.
3) Tagged with weatherproof labels showing manufacturer, model, frequency range, and owner.
4) Grounded at (1) tower mount (2) base of tower and (3) cable port entry.
5) Connections to be taped with stretch vinyl tape (Scotch #33 or equivalent) Skotchkoted (including pigtails).
6) Antennas with corroded or oxidized elements must be repaired or replaced.
7) Unless otherwise authorized by AAT, all antennas must be enclosed in fiberglass radomes.
8) Mounting pipes must be cut such that they do not extend into the antenna radiating element.
9) Any rusted, corroded or damaged hardware must be replaced.

IV. Tower

1) No welding or drilling of any Tower members will be permitted.

V. Cable

1) All antenna lines to be jacketed heliax or (equivalent), ½" or greater. Cable size must conform to agreement technical specifications.
2) No kinked or cracked cable.
3) Any cable fasteners exposed to weather must be nylon ultraviolet resistant type or stainless steel when installed on tower.
4) All transmit interconnecting cables/jumpers must be solid copper outer conductor (1/2" superflex or equivalent), not to exceed 8' in length where practical.
5) All used and unused lines must be tagged at both ends showing termination points.
6) Where no troughs or cable trays exist, all cable must be secured at not less than 3'intervals.
7) All transmission lines must be grounded immediately before making the bend under the waveguide bridge with professional grounding kits made specifically for this purpose.
8) All antenna cables must be secured to existing uni-strut or cable trays when provided, using metal clamps designed for 1-5/8", 1-1/4", 7/8" and ½"
9) Drip loops shall be incorporated in the runs to prevent water from trickling down the lines into the building.

Licensee Site Name:
Licensee Site Number: NV-LSV623x

VI. Connectors

1) Must have Teflon inserts, UHF or N type, including chassis/bulkhead connectors.
2) Must be properly fabricated (soldered if applicable) if field installed. Crimp connectors are not acceptable.

VII. Receivers

1) No RF pre-amps permitted in front end unless authorized in writing by AAT.
2) All chassis shields must be in place.

VIII. Transmitters

1) Must meet original manufacturer's specifications.
2) All chassis must be in place.
3) Must be tagged with Licensee's name, equipment model, serial number and operating frequencies.
4) All power amplifiers must be shielded.
5) Photocopy of FCC license must be enclosed in protective plastic cover and attached to front of transmitter cabinet.

IX. Cabinets

1) Must be grounded to building ground system.
2) All doors must be on and closed.
3) All unused holes larger than 1" must be covered with copper screen or solid metal plates.

X. Installation Procedures

1) Installation may take place only after AAT has approved of the date and time, and only during normal working hours, unless otherwise authorized in writing.
2) Licensee must fax an as-built sketch detailing actual location of equipment to AAT at 732-404-9323 promptly upon completion of installation.

XI. Miscellaneous

1) All installations must be maintained in a neat and professional manner.
2) Doors to equipment and antenna spaces shall be closed and locked at all times.
3) Access to equipment and antennas shall be by authorized personnel only, and only for purposes of installation, maintenance, repair and removal.

EXHIBIT "C"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Licensee Site Name:
Licensee Site Number: NV-LSV623x

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

(CONTINUED)

Block 1	Contracting Entity
Clear Wireless, LLC, a Nevada limited liability company	
Name	4400 Carillon Point, Kirkland, Washington 98033
Address	
Telephone	
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement:	Wireless communications site lease agreement Atrium Building located at 333 N. Rancho Dr. Las Vegas, NV. 89107
RFP #:	

Block 3	Type of Business		
☐ Individual	☐ Partnership	☒ Limited Liability Company	☐ Corporation

Block 4 — **Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.		see attached	
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: __________

Licensee Site Name:
Licensee Site Number: NV-LSV623x

Block 5	**Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: SEC 10K
Date of Attached Document: ____ Number of Pages: ____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further
certify that I am an individual authorized to contractually bind the above named Contracting Entity.

John A. Storch
Name VP Network Deployment

6/9/09
Date

Subscribed and sworn to before me this 9 day of June, 2009

Notary Public
Meghan K. Enciso

MEGHAN K. ENCISO
NOTARY
PUBLIC
COMMISSION EXPIRES 11-19-11
STATE OF WASHINGTON

CORPORATE DISCLOSURE STATEMENT

1. Clear Wireless LLC, a Nevada limited liability company, 4400 Carillon Point, Kirkland, Washington 98033, is 100% owned by Clearwire Communications LLC, a Delaware limited liability company.

2. The 10% or greater owners of Clearwire Communications LLC are as follows:
   - Sprint Holdco LLC
   - Clearwire Corporation

DATED May 20, 2009.

CLEARWIRE COMMUNICATIONS LLC

By ______________________
Jillian Harrison, Assistant Secretary

Licensee Site Name:
Licensee Site Number: NV-LSV623x

IN WITNESS WHEREOF, the parties hereto agree to be bound by the terms of this Agreement as of the Commencement Date.

Accepted by: **LICENSOR**

ATTEST

Beverly K Bridges

BEVERLY K. BRIDGES CMC, City Clerk

CITY OF LAS VEGAS

Oscar B Goodman

OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM:

John S. Ridilla 5/13/09

Deputy City Attorney Date

Accepted by: **LICENSEE**

CLEAR WIRELESS, LLC

By: ____________________

Name: John A. Storch

Title: VP, Network Deployment

Date: 6-3-09

Attest: Courtney O'Brien

Print Name: Courteney O Brien