

LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION

This LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION ("Consent") is entered into as of the 2nd day of September, 2009 by and among the City of Las Vegas, a Nevada municipal corporation, ("City"), Clearwire US LLC, a Nevada limited liability company ("Assignor") and Pegasus Tower Company, Ltd., a Virginia limited company ("Assignee").

RECITALS

WHEREAS, the City and Assignor are parties to that certain License Agreement dated March 18, 2009 with an effective date of October 1, 2009 (the "License"), pursuant to which the City has granted a license to Assignor to use certain premises within the boundaries of 4217 Vegas Drive, Las Vegas, Clark County, Nevada generally located in the vicinity of Vegas Drive and Valley View Boulevard (the "Premises") for placement of wireless communications equipment (the "Equipment");

WHEREAS, Assignor and Assignee intend to enter into that certain Assignment and Assumption of the License (the "Assignment Agreement") attached hereto as Exhibit A and incorporated herein by this reference, whereby Assignor will assign all of its right, title and interest in and to the License to Assignee;

WHEREAS, Assignor and Assignee have requested City's consent to the Assignment Agreement and the transaction described therein;

WHEREAS, City has agreed to give such consent upon the terms and conditions contained in this Consent; and

NOW THEREFORE, in consideration of the foregoing recitals which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City, Assignor and Assignee agree and represent as follows:

1. Assignment Agreement. Assignor and Assignee hereby represent and warrant that: (a) a true, complete and correct copy of the Assignment Agreement is attached hereto as Exhibit A; and (b) the Assignment Agreement will fully assign all of Assignor's right, title and interest in the License to Assignee as of the Effective Date set forth therein (the "Transfer").

2. Representations. Assignor hereby represents and warrants that Assignor (i) has full power and authority to assign its entire right, title and interest in the License to Assignee; (ii) has not transferred or conveyed its interest in the License to any person or entity, collaterally or otherwise; and (iii) has full power and authority to enter into the Assignment Agreement and this Consent.

Assignee hereby represents and warrants that Assignee has full power and authority to enter into the Assignment Agreement and this Consent.

3. Assumption. Notwithstanding anything to the contrary contained in the Assignment Agreement, Assignee, for itself and its successors and assigns, pursuant to the Assignment Agreement, will assume and agree to perform and be bound by all of the covenants, agreements, provisions, conditions and obligations of the Assignor under the License, including but not limited to, the obligation to pay the City for all administrative fees, capital improvement donations, rent and other additional charges payable pursuant to the terms of the License. Nothing contained in the Assignment Agreement

8. Counterparts/Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, City, Assignor, and Assignee have executed this Consent on the day and year first above written.

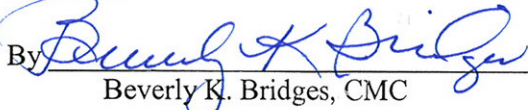
LANDLORD

City of Las Vegas, a Nevada Municipal Corporation

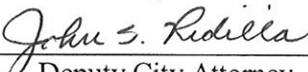
DATED: 9/2/09


Oscar B. Goodman, Mayor

ATTEST:

By  9/4/09
Beverly K. Bridges, CMC Date

APPROVED AS TO FORM:

By  8/11/09
Deputy City Attorney Date

ASSIGNOR

Clearwire US LLC., a Nevada LLC

DATED: 7/2/09

By: 

Name: John A. Storch

Title: VP, Network Deployment

ASSIGNEE

Pegasus Tower Company, LTD

DATED: 7/14/09

By:  President

Name: Gary E. Hearl

Title: President

EXHIBIT A

**COPY of ASSIGNMENT and ASSUMPTION of LICENSE AGREEMENT
BETWEEN
ASSIGNOR and ASSIGNEE**

ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT (this "Assignment") is made effective as of the last date of the signatures below (the "Effective Date"), by and between Clearwire US LLC, a Nevada limited liability company ("Assignor"), whose address is 4400 Carillon Point, Kirkland, WA 98033 and PEGASUS TOWER COMPANY, LTD., a Virginia corporation ("Assignee"), whose address is P.O. Box 133, Richlands, VA 24641.

BACKGROUND RECITALS

WHEREAS, Assignor, as tenant, entered into that certain License Agreement with the City of Las Vegas, a municipal corporation of the State of Nevada, dated March 18, 2009, a copy of which is attached hereto as Exhibit A and incorporated by reference herein (the "Ground License"), which Ground License is for real property located in Clark County, Las Vegas, Nevada; and

WHEREAS, Assignor has agreed to transfer and assign to Assignee all of its right, title and interest in and to the Ground License and Assignee has agreed to accept an assignment thereof and assume the obligations thereunder.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Background Recitals hereinabove are true and correct and are incorporated herein by this reference.
2. Assignor hereby transfers and assigns to Assignee as of the Effective Date all of its right, title and interest in, to and under the Ground License including any amendments to the Ground License.
3. Assignee hereby assumes, and agrees to pay, perform and discharge from and after the Effective Date all of the Assignor's debts, duties and obligations under the Ground License upon the terms and conditions set forth in the Ground License.
3. Except as expressly set forth herein, the terms of the Ground License shall remain in full force and effect, unaltered by this Assignment.
4. Assignor hereby covenants, agrees and represents that consent of the fee owner, lessor or landlord under the terms of the Ground License is required for this assignment, and such consent has been obtained in accordance with the terms of the Ground License. A copy of such consent is attached hereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

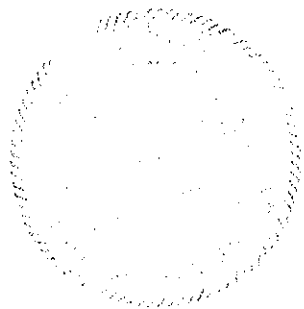
Clearwire US LLC
A Nevada limited liability company

By: [Signature]
Name: John A. Storch
Its: VP, Network Deployment

STATE OF Washington,
COUNTY OF King }

The foregoing instrument was acknowledged before me this 2 day of July, 2009 by John A. Storch, the VP ND [title] of Clearwire US LLC, a Nevada limited liability company, on behalf of the company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Kirkland, WA.



[Signature]
Notary Public-Print Name: Meghan K. Enuso
My commission expires 11-19-11
[Notary Public Seal]

ASSIGNEE:

PEGASUS TOWER COMPANY, LTD., a
Virginia corporation

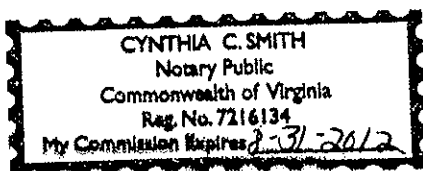
By: *Gary E. Hearl*
Gary E. Hearl, President

COMMONWEALTH OF)
VIRGINIA)

COUNTY OF TAZEWELL)

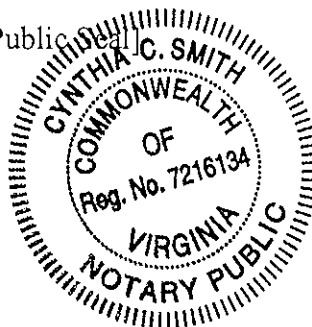
The foregoing instrument was acknowledged before me this 14 day of
July, 2009 by Gary E. Hearl, the President of PEGASUS TOWER COMPANY,
LTD., a Virginia corporation, on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
Richlands, Virginia.



Cynthia C. Smith
Notary Public-Print Name: _____

[Notary Public Seal]



Satellite Yard (NV-150)
(NVCL21)

EXHIBIT A
Attach Ground License

LICENSE AGREEMENT/CELL TOWER

SATELLITE YARD

This Land License Agreement (hereinafter "Agreement") is made this 18TH day of MARCH, 2009, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "CLV") and Clearwire US LLC, a Nevada limited liability company (hereinafter "Clearwire").

WITNESSETH:

WHEREAS, CLV has identified public land where Wireless Communications System facilities can be located which will not interfere with the existing public use of said land; and

WHEREAS, CLEARWIRE is in need of Wireless Communications System facilities, including, but not limited to antennae atop a slimline monopole, equipment shelter, and security fencing at the same location; and

WHEREAS, the public land is located within the boundaries of 4217 Vegas Drive, Las Vegas, NV, generally located in the vicinity of Vegas Drive and Valley View Boulevard, commonly known as CLV's Satellite Yard; and

WHEREAS, the facilities proposed to be constructed by CLEARWIRE will allow collocation by communications providers who, in accordance with all applicable Legal Requirements, will provide wireless communications services using wireless communications devices; and

WHEREAS, CLV has determined that entering into an Agreement of public land at the aforementioned location, permitting CLEARWIRE to construct the above-referenced Wireless Communications System facilities thereon for its own use as well as use by Sublessees, under terms and conditions that will not interfere with the public's existing use of said land, will benefit the public.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES:

The parties to this Agreement are the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "CLV"), and CLEARWIRE, a Nevada limited liability company (hereinafter "CLEARWIRE").

2. DEFINITIONS:

As used in this Agreement the following terms, when capitalized, have the meaning indicated:

- 2.1 "Backhaul Network" means the physical network that connects cells to a central switching point or the Public Switch Telephone Network ("PSTN").
- 2.2 "Cell Site" means a communication structure on the Premises including a building(s) and tower(s) for the purpose of establishing and maintaining a radio transmission tower facility for CLEARWIRE's use and that of its subtenants, sublessees, licensees and customers.
- 2.3 "FCC" means the Federal Communications Commission or its legally appointed successor.
- 2.4 "Hazardous Materials" means 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.
- 2.5 "Manager" means the City Manager or his or her designee.

2.6 "Wireless Communications System" means any system for wireless communication (including, without limitation, cellular telephone communication and/or personal communications) through which business and/or residential subscribers access and/or make telephone calls for voice or data using small cordless telephone devices which communicate with limited range cells (transmitter/receiver) connected to a Backhaul Network.

3. PREMISES:

3.1 CLV hereby grants a license to CLEARWIRE to enter the property consisting of approximately 323 square feet of property located at 4217 Vegas Drive, Las Vegas, NV; commonly known as CLV's Satellite Yard, (hereinafter "Premises"). A description of the Premises, as depicted on the Site Map, is attached hereto and incorporated herein as Exhibit "A". The Premises are licensed for the express purpose of CLEARWIRE constructing, operating, and maintaining a Wireless Communications System facility in accordance with the terms and conditions set forth herein. All facility plans and any future expansion plans must be approved by the City and meet all applicable building codes and requirements, as provided for in Section 8.2. Construction may include, but not be limited to, a telecommunications tower(s), equipment shelter(s), and security fencing. CLEARWIRE shall contact the City Real Estate Division, Robin Yoakum, at (702) 229-1022 ten (10) days prior to commencement of construction. CLEARWIRE shall exercise all due caution and make all repairs as soon as reasonably possible in the event any damage occurs during construction.

4. TERM:

4.1 The initial term of this Agreement is five (5) years. The term will begin on the first day of the month following 180 days after the date of the execution of this Agreement by CLV (hereinafter "Commencement Date") and terminate five (5) years thereafter (hereinafter "Termination Date").

- 4.2 Additionally, CLEARWIRE shall have the right to renew this Agreement for three (3) additional terms of five (5) years. This Agreement shall automatically be extended for each successive renewal term, unless CLEARWIRE notifies CLV in writing of its intention not to renew at least ninety (90) calendar days prior to the end of the term then existing.

5. RENTAL PAYMENT:

- 5.1 The total rental payment for the First year of the term of this Agreement shall be One Thousand Eight Hundred and No/100ths Dollars (\$1,800.00) per month paid monthly in advance. The first rental payment shall be due within fifteen (15) days of the Commencement Date and on the first (1st) of each month thereafter. Rent payment not paid by the fifteenth (15th) of the month shall be considered late and CLV may charge a late fee equal to five percent (5%) of the amount due.
- 5.2 Beginning with the Second year of the Agreement Term and every year thereafter, including during any renewal terms, the then-current monthly rental fee shall be adjusted by multiplying the immediately preceding term, for which the rent has remained constant, by three percent (3%).
- 5.3 Any changes by CLEARWIRE to the licensed Premises that requires additional City land, rooftop or Facilities space for equipment and antennas shall be subject to approval by CLV and may have an additional monthly rental fee, which shall be mutually agreed to by the Parties, and which shall be increased annually pursuant to section 5.2 hereof.
- 5.4 Each renewal term will have its own rent terms. The "Rental Fees" schedule, attached hereto as Exhibit "B" of this Agreement, will detail the rent for the original term and each subsequent renewal term.
- 5.5 As additional consideration of this Agreement, CLEARWIRE shall prepay to CLV a one-time administrative payment in the amount of One Thousand and No/100ths Dollars (\$1,000.00) due upon the Commencement Date as set forth in Section 4.1 above.

6. INGRESS EGRESS AND UTILITY EASEMENT:

6.1 CLV hereby grants to CLEARWIRE an easement for ingress, egress, regress and utilities over properties of CLV adjacent to the Premises for constructions and maintenance of the structures on the Premises, for the installation, construction, and maintenance of underground and above ground telephone, telegraph, and power lines in connections with its use of the Premises and for access to the Premises from a public road (hereinafter "Easement"). The term of this Easement shall commence upon the Commencement Date of this Agreement and shall continue until the last to occur of (i) expiration of the Agreement Term, or (ii) removal by CLEARWIRE of all of its property from the Premises, not to exceed thirty (30) calendar days, after expiration of the Agreement Term. The location of the Easement shall be agreed upon by the parties not later than ninety (90) calendar days after the date of execution of this Agreement and shall be included in any recorded Memorandum of this Agreement. CLEARWIRE, CLEARWIRE's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to CLV twenty-four (24) hours a day, seven (7) days a week, at no charge. CLEARWIRE shall be responsible to restore all CLV property to its original condition once the construction of the Easement is complete. In addition, at CLEARWIRE's request and expense, this Easement shall be set forth in a separate Easement Agreement which CLV and CLEARWIRE agree to execute and which CLEARWIRE shall have recorded as an encumbrance on the property of the CLV and be binding upon all subsequent owners, successors and assigns.

7. TITLE AND QUIET POSSESSION:

7.1 CLV represents and covenants that CLV owns the Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those which currently appear in the chain of title and are reported as exceptions on the commitment for title

insurance which CLEARWIRE may obtain. As a condition to CLEARWIRE's obligation hereunder CLV will, within ten (10) business days of CLV's receipt of CLEARWIRE's request Agreement, execute and obtain from the holder of any lien an Attornment and Nondisturbance Agreement or a Subordination Agreement in form acceptable to CLEARWIRE

- 7.2 CLV represents and warrants to CLEARWIRE that CLV has the full right to make this Agreement and that CLEARWIRE shall have quiet and peaceful possession of the Premises and Easement throughout the Agreement Term.

8. USE OF THE LICENSED PREMISES, PERMITS, AND LIENS:

- 8.1 CLEARWIRE shall use the Premises for the purpose of constructing, maintaining, and operating a Wireless Communications System. CLEARWIRE shall have the right to construct a monopole tower and foundation, equipment shelter and security fencing, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof, as more particularly described in the written "Plans and Details" attached hereto as Exhibit "C", which shall be submitted for review and written approval/denial, which shall not be unreasonably withheld or delayed. CLV shall give such approval or provide its request for changes within ten (10) business days of CLV's receipt of CLEARWIRE's plans. If CLV does not provide such approval or request for changes within such ten (10) business day period, CLV shall be deemed to have approved the plans. Nothing in this Section shall be construed to eliminate the necessity of obtaining development related permits and approvals from the other City departments and other governmental agencies. Equipment installed in the equipment shelter(s) shall belong to CLEARWIRE, the subtenants or licensees of Agreement, and shall be considered their own personal property.
- 8.2 CLEARWIRE shall employ isolators, circulators, resident cavities and other devices to reduce interference by all commercially reasonable means and as good engineering practice requires. The facilities and equipment installed on the

Premises by CLEARWIRE shall not interfere with the prior existing telecommunication equipment, or any computer network, cable TV and personal communications systems of the CLV, or radio frequencies utilized by the aviation industry. CLV shall have the right to engage independent testing companies to perform reasonable and appropriate testing to determine if the operation of the facilities and equipment by CLEARWIRE cause any unreasonable interference with any CLV telecommunication operation after CLEARWIRE has been notified in writing of a possible problem and had a reasonable time to cure the problem(s). CLV and its agents shall have the right during the term of the Agreement to examine CLEARWIRE's transmitter equipment and facilities in order to detect any potential interference with the Existing Telecommunications System, provided that CLEARWIRE's representative is present during such examinations.

- 8.3 In the event the CLV determines that CLEARWIRE has caused interference in violation of this Agreement, CLEARWIRE shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits CLV's operations at the Premises, and CLEARWIRE does not correct or commence to correct such interference within twenty-four (24) hours, and power down with an intermittent testing period to occur within thirty (30) calendar days, or if there are intermediate levels of interference and CLEARWIRE does not correct or commence to correct such interference within thirty (30) calendar days, CLEARWIRE shall discontinue operating such equipment, on CLV's demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not cause such interference. CLV agrees that CLV and/or any other future tenants of the Premises or areas adjacent to the Premises will be permitted to install only such radio equipment that is of the type and frequency, which will not cause interference to CLEARWIRE.

- 8.4 CLEARWIRE shall hold CLV harmless from any and all liens and claims asserted by those supplying labor or material in the performance of the work required under this Agreement.
- 8.5 It is understood and agreed that CLEARWIRE's ability to use the Premises for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals. Should any of CLEARWIRE's applications or permits and approvals be finally rejected, denied, or otherwise withdrawn or terminated by governmental authority so that CLEARWIRE is unable to use the Premises for its intended purpose, CLEARWIRE shall have the right to terminate this Agreement at its sole discretion on thirty (30) calendar days written notice to the CLV. Such termination shall cause forfeiture of the sums theretofore paid by CLEARWIRE and of the Agreement granted hereunder. Notice from CLEARWIRE shall be given in accordance with the regular notice procedures as hereinafter set forth.
- 8.6 In the event of any interference that is not reasonably curable by either party, or if the Wireless Communications System Structure becomes unsuitable for CLEARWIRE's intended use as described in Section 8.1 above, CLEARWIRE may relocate its existing Wireless Communications system Structure on the Premises to a location acceptable to both the CLV and CLEARWIRE. CLEARWIRE shall be solely responsible for all costs and expenses related to the relocation of the Wireless Communications System Structure. CLEARWIRE's relocation of its Wireless Communications System Structure shall not abate nor reduce in any manner the monthly fees due by CLEARWIRE to CLV.
- 8.7 CLEARWIRE shall construct, operate, and maintain such facilities and equipment on the Premises in a manner that will be reasonable and necessary to provide wireless telecommunications coverage and service for CLEARWIRE's subtenant's customers operating near the Premises.

9. GOVERNMENTAL APPROVALS AND COMPLIANCE:

- 9.1 During the Term of this Agreement, CLEARWIRE shall comply with all applicable laws affecting the Premises. CLEARWIRE shall not commit or suffer to be committed any waste on the Premises or any nuisance. CLEARWIRE shall obtain any necessary governmental licenses or authorizations required for the construction and use of the structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to CLV as same are issued.

10. ASSIGNMENT AND SUBLEASING:

- 10.1 CLEARWIRE may sublet and/or license space to customers of CLEARWIRE on the Wireless Communications System, the Wireless communications System Structure, land area or property within the Licensed Premises without CLV's consent; however CLEARWIRE is to notify CLV of each carrier. Every subtenant or licensee of CLEARWIRE shall be required to comply with the obligations of CLEARWIRE under this Agreement. The making of any such sublease or license shall not release CLEARWIRE from any of CLEARWIRE's obligations hereunder.
- 10.2 Except as provided in Section 10.1, and 10.3, CLEARWIRE shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of CLV, which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. However, CLEARWIRE may assign or otherwise transfer its interest in this Agreement to a subsidiary, affiliate or partner of CLEARWIRE, or a purchaser of the substantially all of the assets of CLEARWIRE, without CLV's consent, but with prior written notice to CLV. Upon assignment by either CLEARWIRE or CLV, such party shall be relieved of all future performance, liabilities, and obligations under this Agreement.

10.3 Notwithstanding anything to the contrary contained in this Agreement, CLEARWIRE may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom CLEARWIRE (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.

11. NOTICES:

11.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO CLV:

City of Las Vegas
Department of Field Operations/Facilities Management
Attn: Real Estate & Utilities Administrator
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101
Telephone: 702-229-1021
Fax: 702-464-2522

WITH A COPY TO:

City of Las Vegas
City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

TO CLEARWIRE:

Clearwire US LLC
Attn: Site Leasing
4400 Carillon Point
Kirkland, WA 98033
Telephone: 425-216-7600
Fax: 425-216-7900
Email: Siteleasing@clearwire.com

WITH A COPY TO:

Clearwire US LLC
Attention: Legal Department
4400 Carillon Point
Kirkland, WA 98033
Telephone: 425-216-7600
Fax: 425-216-7900

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

12. OPERATING EXPENSE:

12.1 CLEARWIRE shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Premises and used by CLEARWIRE throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with CLEARWIRE's use, operation, and maintenance of the Premises and all activities conducted thereon.

13. TAXES:

13.1 CLEARWIRE shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the telecommunication tower and CLEARWIRE's related facilities.

14. INSURANCE:

14.1 At the time of execution of this Agreement by CLEARWIRE, CLEARWIRE shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the rights and obligations hereunder by CLEARWIRE, its agents, representatives, employees or subcontractors. The minimum insurance requirements that CLEARWIRE must comply with to fulfill this obligation to procure and maintain insurance for this Agreement is attached hereto as **Exhibit "D"** labeled "Insurance Requirements". The reference in **Exhibit "D"** to Contractor shall be deemed to refer to CLEARWIRE and the reference to CLV's Contract Administrator shall be deemed to refer to Manager.

15. MAINTENANCE:

15.1 CLEARWIRE shall maintain the Premises in good condition and state of repair in compliance with all government regulations, including all applicable FCC and FAA rules and regulations. CLV shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with CLEARWIRE's use of the Premises and Easement.

16. HOLD HARMLESS:

16.1 CLEARWIRE shall defend, indemnify and hold CLV harmless from any liability, including reimbursement of any legal fees and all costs for damages to any person or any property in or upon the Premises at CLEARWIRE's invitation, or for damages to any person or property resulting from the physical structure or actions of CLEARWIRE (including damages caused by or resulting from equipment or structures on the Premises). Notwithstanding any provision herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by CLEARWIRE shall be so installed, kept, stored or maintained at the risk of CLEARWIRE. Subject to the limits of liability set forth in NRS 41.035, CLV shall indemnify and hold CLEARWIRE harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of CLV or CLV's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Premises. CLV shall not be responsible for any loss or damage to equipment owned by CLEARWIRE, which might result from tornadoes, lightning, windstorms, or other Acts of God. Neither CLV nor CLEARWIRE shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

- 16.2 CLEARWIRE will be solely responsible for and will defend, indemnify, and hold CLV, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises directly attributed to CLEARWIRE's use or generation of Hazardous Materials.
- 16.3 CLV will be solely responsible for and will defend, indemnify, and hold CLEARWIRE, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises with respect to Hazardous Materials used or generated by CLV.
17. HAZARDOUS MATERIALS.
- 17.1 CLV represents and warrants, to the best of CLV's knowledge, (1) the Premises have not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous material, (2) neither the Premises nor any part thereof is in breach of any Environmental Laws, (3) there are no underground storage tanks located on or under the Premises, and (4) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively a "Breach") and that such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law or any existing common law theory based on nuisance or strict liability, and (5) CLV shall not and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any law or regulation or causes a significant effect on public health, CLV shall promptly take any and all remedial and removal action as required by law to clean up the Premises,

mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to any Environmental Laws as a result of such Breach.

17.2 CLV represents and warrants to CLEARWIRE that CLV has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency or Army Corp of Engineers or any other governmental body as being subject to special hazards.

17.3 The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of CLEARWIRE and its subsequent transferees, successors, and assigns and shall survive the term of this Agreement and any renewal periods thereof.

18. CLEARWIRE's PERFORMANCE AND SURRENDER:

18.1 CLEARWIRE shall pay the Rent and all other sums required to be paid by CLEARWIRE hereunder in the amounts, at the time, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Agreement, surrender to CLV the Premises subject to the other provisions of this Agreement.

18.2 Upon termination of this Agreement, CLEARWIRE shall, to the extent reasonable, restore the Premises to its original condition at the commencement of this Agreement, including but not limited to, foundations up to the water level, footings, concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature, except for ordinary wear and tear and damages by the elements or damages over which CLEARWIRE had no control or buildings built specifically for use by the City that would be currently utilized.

19. TERMINATION:

19.1 This Agreement may be terminated, without any penalty or further liability, on thirty (30) calendar days prior written notice or as follows: (a) by either party on

default of any covenant or term hereof by the other party, which default is not cured within thirty (30) calendar days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by CLEARWIRE if it is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of a Wireless Communications System; (c) by CLEARWIRE if the Premises are or become unacceptable to CLEARWIRE under CLEARWIRE's design or engineering specification or its Wireless Communications System; (d) by CLEARWIRE, if CLEARWIRE determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems can not reasonably be corrected, preclude CLEARWIRE from using the Premises for its intended purpose; (e) by CLEARWIRE, if CLEARWIRE does not have acceptable and legally enforceable means of ingress and egress to and from the Premises; (f) by CLEARWIRE if CLEARWIRE determines that utilities necessary for CLEARWIRE's use of the Premises are not available to the Premises; or (g) the Premises are damaged or destroyed to an extent which prohibits or materially interferes with CLEARWIRE's use of the Premises. In the event of termination by CLEARWIRE pursuant to item (g), CLEARWIRE shall be relieved of all further liability hereunder except with respect to its obligation to remove its improvements as provided herein and the CLEARWIRE's obligations under Section 16. Any rental fees paid prior to said Termination Date shall be retained by CLV.

- 19.2 Within thirty (30) calendar days of the termination or expiration of this Agreement, CLEARWIRE shall remove its personal property and equipment from the Premises. In removing such personal property and equipment, CLEARWIRE shall not damage the Premises. If the time for removal causes CLEARWIRE to remain on the Premises after termination of this Agreement, CLEARWIRE shall pay an Agreement fee at the then existing Agreement fee

rates until such time as the removal of the personal property and fixtures are complete.

20. DEFAULT AND EFFECT OF DEFAULT:

20.1 Each of the following events shall constitute a default of this Agreement by CLEARWIRE:

20.1.1 If CLEARWIRE fails to pay Rent or other sums herein specified within ten (10) calendar days of the date such Rent or sums are due and such failure continues for a period of thirty (30) calendar days after written notice is given to CLV;

20.1.2 If Rent payment is not made within fifteen (15) calendar days of due date a five percent (5%) penalty of the amount due will be assessed.

20.2 The CLV shall have the right, while any default continues by giving thirty (30) calendar days written notice to CLEARWIRE, to terminate this Agreement and remove or require CLEARWIRE to remove CLEARWIRE's equipment from the Premises, without prejudice to any other remedy which CLV might be entitled to herein. No portion of CLEARWIRE's Rent shall be refunded in the event of a termination or default.

21. BINDING ON SUCCESSORS:

21.1 The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

22. GOVERNING LAW:

22.1 The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Nevada.

23. ENTIRE AGREEMENT:

23.1 All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any

subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

24. SURVEY AND TESTING:

CLEARWIRE shall have the right for one hundred eighty (180) business days from the execution of this Agreement to survey, soil test, and make any other investigations necessary to determine if the surface of the Premises is suitable for constructions of Wireless Communications System facilities. If CLEARWIRE, within the above stated time determines that for any reason the Premises is not suitable, this Agreement, upon thirty (30) calendar days written notice given to CLV, shall become null and void; provided that at CLEARWIRE's sole expense the Premises shall be promptly restored to its condition prior to such testing and investigations and provided further that CLEARWIRE shall deliver copies of all soil tests and investigation reports to CLV.

25. OIL, GAS AND MINERAL RIGHTS:

25.1 CLV does not grant, let or demise hereby, and expressly excepts and reserves herefrom all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil, gas or minerals during the Term hereof. This Agreement is given and accepted subject to the terms and provisions of any valid oil, gas and mineral Agreement covering the Premises or any part thereof, now of record in the office of the Clark County Recorder's Office, provided, however, that any future oil, gas or mineral Agreement covering the above-described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interest granted to CLEARWIRE under the terms of this Agreement.

26. MECHANIC'S LIENS:

26.1 CLEARWIRE will not cause any mechanic's or materialman's lien to be placed on the Premises, unless CLEARWIRE agrees to indemnify, defend and hold harmless CLV from any such lien from a party claiming by, through or under CLEARWIRE.

27. HEADINGS:

27.1 The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections and Subsections.

28. TIME OF ESSENCE:

28.1 Time is of the essence for CLV's and CLEARWIRE's obligation under this Agreement.

29. SEVERABILITY:

29.1 If any Section, Subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, the remainder of said Section, Subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable shall not be affected thereby and each remaining Section, Subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

30. REAL ESTATE BROKER:

30.1 CLV represents and warrants that CLV has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to any one in connection with the Agreement of the Premises or the transaction contemplated by this Agreement and CLV agrees to indemnify and hold CLEARWIRE harmless from and against such claims or costs, including attorneys fees, incurred as a result of the transaction contemplated by this Agreement.

31. PEACEFUL POSSESSION:

- 31.1 CLV covenants that CLEARWIRE, upon the payment of Rent, and the performance of the covenants and subject to the conditions of this Agreement, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term of the Agreement and any renewal Terms.

32. COMPLIANCE WITH LAWS:

- 32.1 In performing under this Agreement, CLEARWIRE shall comply with all applicable Federal, State, County and City laws, including statutes, ordinances and regulations; shall obtain all necessary permits and approvals relating thereto; and shall be solely responsible for making such changes to the Premises as may be necessary in order to comply with any other applicable laws when such changes arise by virtue of CLEARWIRE's use of the Premises.
- 32.2 Nothing in this Agreement shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to CLEARWIRE's use of the Premises.

33. SPECIAL PROVISIONS:

- 33.1 Any violation of the special provisions contained in this Section shall constitute a material breach of this license.
- 33.2 The use of the Premises is limited to a Wireless Communications System and those uses necessary to operate a Wireless Communications System. This Agreement does not authorize the use of the Premises for the redistribution of video signals to third parties or the redistribution of radio frequencies not directly related to a Wireless Communications System.
- 33.3 CLEARWIRE shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. This Agreement shall be considered automatically revoked without further action by the CLV if the unauthorized use is not corrected within thirty (30) calendar days after notice by the CLV to abate any unauthorized use. CLEARWIRE shall cease use of the facilities in the

Premises and take appropriate action as authorized by the CLV to remove the facilities from the Premises.

- 33.4 This Agreement does not authorize CLEARWIRE 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 CLEARWIRE 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.
- 33.5 This Agreement does not authorize in any manner the telephone lines or cables that support the Backhaul portion of the Network. Placement by CLEARWIRE or any other party of such lines and cables to support the Backhaul Network or supply power to a Backhaul Network must be in accordance with applicable laws and regulations. This Agreement shall not be in any manner considered a waiver or relinquishment of any right or claim the CLV may have to require a permit, license or franchise for any such lines, cables or physical facilities that comprise the Backhaul Network.
- 33.6 Should CLEARWIRE, at any time during the Term of this Agreement, be deprived of the use of the Premises, or any part thereof, the CLV will proportionately abate the rent during this time, and CLEARWIRE shall have no other recourse against the CLV for the CLV's failure to provide CLEARWIRE the use of the Premises set forth herein.
- 33.7 For purposes of this Agreement, the Contract Administrator shall be the Manager. In any dispute concerning an interpretation of this Agreement or concerning the work to be performed hereunder, the final determination shall be made by the Manager. If CLEARWIRE disputes the decision of the Manager, it may pursue such remedies as provided for herein or available at law.
- 33.8 CLV retains the right to inspect the Premises at any time during the Agreement Term or any extensions thereof. The CLV shall give CLEARWIRE prior notice

of such inspection and CLEARWIRE shall have the right to accompany the CLV on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.

34. HOLDING OVER:

34.1 Should CLEARWIRE hold over after the expiration of this Agreement, such holding over shall constitute and be construed as an extension from month-to-month only, unless otherwise agreed in writing. All obligations and duties imposed by this Agreement upon CLV and CLEARWIRE shall remain the same during such period of occupancy. This Section shall not be construed as authorizing or condoning a holding over by CLEARWIRE.

35. INSOLVENCY:

35.1 In addition to any other remedies or rights of CLV hereunder, if CLEARWIRE shall at any time during the Term of this Agreement be or become insolvent, voluntarily or involuntarily, or if CLEARWIRE shall compound CLEARWIRE's debts or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver or trustee is appointed for CLEARWIRE's property, or in the event CLEARWIRE shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Act, then in such event, this Agreement shall be terminated at the option of CLV, effective the day prior to any such action for filing. In addition, any such event shall be deemed an event of default hereunder entitling CLV to all rights and remedies herein and as provided by law.

36. WAIVER:

36.1 No covenant, term or condition of this Agreement shall be deemed to have been waived by either party hereto unless such waiver be in writing.

37. NO PARTNERSHIP:

37.1 The relationship of the parties hereto is solely that of CLV and CLEARWIRE, and under no circumstances shall the parties hereto be considered as partners or joint venturers.

38. FURTHER ASSURANCE:

38.1 Each of the parties agree to do such further acts and to execute and deliver additional Agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Agreement or any other Agreement continued herein in the manner contemplated hereby.

39. INTERPRETATION:

39.1 Each party to this Agreement and its counsel will have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or in any amendments or exhibits to this Agreement.

40. RENT PAYMENT:

40.1 CLEARWIRE's checks for Rent shall be made payable to the City of Las Vegas and mailed or delivered to: City of Las Vegas, Department of Finance and Business Services, 400 Stewart Avenue 6th Floor, Las Vegas, Nevada 89101 or to the City's lockbox, which address is on the return envelope provided with monthly statement.

41. ADDITIONAL CLEARWIRE OBLIGATIONS:

41.1 CLEARWIRE agrees to provide, at CLEARWIRE's sole cost and expense within ninety (90) days of the Commencement Date, one (1) gas generator and thirteen (13) metal detectors (the "Capital Improvements"). The specifications are detailed in Exhibit "F". Expenditures on the Capital Improvements are not to exceed the sum of Ten Thousand and No/100ths Dollars (\$10,000.00).

42. DATE OF AGREEMENT:

42.1 The parties acknowledge that certain obligations of CLV and CLEARWIRE are to be performed within the certain specified periods of time, which are determined by reference to the date of execution of this Agreement. The parties therefore agree that whenever the term "Date of Execution of this Agreement"

or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by CLV.

43. MODIFICATIONS OR AMENDMENTS:

- 43.1 Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Utilities Section of the City's Department of Field Operations shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

44. DAMAGE AND DESTRUCTION:

- 44.1 In case of damage or destruction of the Wireless Communications System Structure or any part thereof due to the negligence or willful acts of CLEARWIRE, or CLEARWIRE's agents, employees, contractors or subtenants, CLEARWIRE shall promptly at CLEARWIRE's expense, repair, restore and rebuild and Wireless Communications System Structure so as to constitute a complete, independent and rentable Wireless Communications System Structure of like quality and character as existed prior to such damage or destruction, and this Agreement shall remain in full force and effect.
- 44.2 In case of damage to or destruction of the Wireless Communications System Structure or any part thereof by a Casualty, CLEARWIRE shall promptly give written notice thereof the CLV. In the event such Wireless Communications System Structure is less than fifty percent (50%) destroyed or damaged, then CLEARWIRE shall, at CLEARWIRE's expense, with insurance proceeds or

otherwise, promptly repair, restore and rebuild the Wireless Communications System Structure so as to constitute a complete, independent and rentable Wireless Communications System Structure of like quality and character as existed prior to such damage or destruction, and this Agreement shall remain in full force and effect.

44.3 In the event the Wireless Communications System Structure is more than fifty percent (50%) damaged or destroyed, then CLEARWIRE shall have the following options:

- a) At CLEARWIRE's expense, CLEARWIRE may promptly restore, repair, replace or rebuild the Wireless Communications System Structure so as to constitute a complete, independent and rentable Wireless Communications System Structure of like quality and character as existed prior to such damage or destruction, and this Agreement shall remain in full force and effect; or
- b) CLEARWIRE may terminate this Agreement by written notice to CLV and remove the above-ground portions of the Wireless Communications System Structure in accordance with Section(s) 18 and 19.

Within sixty (60) days after the Casualty, CLEARWIRE shall notify CLV which of the foregoing options CLEARWIRE has chosen and shall proceed with diligence to effectuate such options. As used herein, "Casualty" means a fire, earthquake, or other circumstance commonly referred to as an Act of God and which is outside the reasonable control of Agreement.

44.4 Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by CLEARWIRE shall be so installed, kept, stored or maintained at the risk of CLEARWIRE. CLV shall not be responsible for any loss or damage to equipment owned by CLEARWIRE, except to the extent caused by CLV's willful misconduct or gross negligence.

45. CONDEMNATION:

- 45.1 If all or any part of the licensed Premises, or if all or any part of the property underlying the Wireless Communications System Structure or roadway to the licensed Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands, and if said taking in the sole discretion of CLEARWIRE renders the licensed Premises unusable for its intended purpose, then at CLEARWIRE's option, this Agreement may be declared null and void and of no further force and effect and there shall be no further payment of Rent required except that which may have been due and payable at the time of said taking.
- 45.2 In the event compensation is awarded or paid upon a total or partial condemnation of the Premises, CLEARWIRE shall be entitled to receive the award related to the Wireless Communications System Structure and any infrastructure built by CLEARWIRE and related to said Wireless Communications System Structure. CLEARWIRE shall have the right to claim and recover from the condemning authority, but not from the CLV, such compensation as may be separately awarded or recoverable by CLEARWIRE, in CLEARWIRE's own right, whether for lost profits or other damage claimed by CLEARWIRE.
- 45.3 If this Agreement shall continue after such taking, the Agreement shall remain unaffected except that the Rent shall be reduced by an amount which bears the same proportions to the Rent immediately prior to the partial taking as the rental value of the whole licensed Premises immediately prior to such taking.

46. CLEARWIRE's FINANCING; SUBROGATION

- 46.1 For the purposes of allowing CLEARWIRE to satisfy its lender's continuation rights with respect to the Wireless Communications System Structure on the Premises and with respect to this Agreement, CLV agrees to the following:
- a) CLV agrees to recognize CLEARWIRE, subleases and/or licenses of all customers of CLEARWIRE occupying space on the Wireless

Communications System Structure, and will permit each such customer to remain in occupancy of the Premises notwithstanding any default hereunder by CLEARWIRE, during the applicable notice and cure period for such default, so long as such customer is not in default under its Agreement, sublease or license.

- b) CLV hereby agrees to give CLEARWIRE's mortgagee written notice of any breach or default of the terms of this Agreement within a reasonable time after the occurrence thereof, at such address as specified by CLEARWIRE's mortgagee. In the event of any such breach of default under the terms of this Agreement, CLEARWIRE's mortgagee shall have the right, to the same extent and with the same effect as the CLEARWIRE, to cure or correct any such default, whether the same shall consist of the failure to pay Rent or the failure to perform any obligation of CLEARWIRE hereunder, and CLV agrees to accept such payment of performance on the part of the CLEARWIRE's mortgagee as though the same had been made or performed by the CLEARWIRE. CLV agrees that it shall not exercise its right to terminate the Agreement or any of its other rights under this Agreement upon breach or default of the terms of this Agreement by CLEARWIRE without affording CLEARWIRE's mortgagee the foregoing notice and period to cure any default or breach under this Agreement.
- c) CLV hereby agrees (i) to subordinate any lien or security interest that it may have under applicable law or pursuant to this Agreement, to the lien and security interest of CLEARWIRE's mortgagee in the collateral securing all the indebtedness at any time owed by CLEARWIRE to its mortgagee (the "Collateral"); and (ii) that, upon an event of default under the loan documents between CLEARWIRE and its mortgagee or under this Agreement, CLEARWIRE's mortgagee shall be fully

entitled to exercise its rights against the Collateral prior to the exercise by the CLV of any rights which it may have herein, including, but not limited to, entry upon the Premises and removal of the Collateral free and clear of CLV's lien and security interest.

- d) CLV acknowledges and agrees that nothing contained in the Agreement shall be deemed or construed to obligate the CLEARWIREs' mortgagee to take any action hereunder, or to perform or discharge any obligation, duty or liability of CLEARWIRE under this Agreement.

47. WAIVER OF CLV'S LIEN:

- (a) CLV waives any lien rights it may have concerning CLEARWIRE's Wireless Communications System facilities, which are deemed CLEARWIRE's personal property and not fixtures, and CLEARWIRE has the right to remove the same at any time without CLV's consent.
- (b) CLV acknowledges that CLEARWIRE has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of CLEARWIRE's Wireless Communications System facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, CLV (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

48. RELOCATION OR REMOVAL:

- 48.1 Subject to the other provisions of this Agreement, in the event there is a public need to redevelop, modify, remodel, or in any way alter the property on which the licensed Premises is located, CLV shall in good faith use reasonable efforts to fully accommodate CLEARWIRE's continued use of the licensed Premises. Should any proposed redevelopment necessitate the relocation of the licensed

Premises or CLEARWIRE's Facilities, and/or any alterations to CLEARWIRE's Facilities, CLEARWIRE shall relocate or make the necessary alterations, at CLEARWIRE's sole cost, expense and risk. Notwithstanding the provisions of section 19, CLV shall provide CLEARWIRE with no less than six (6) months' prior written notice of CLV's proposed redevelopment. CLV shall also provide a temporary location within a close proximity to the existing tower. CLV will reduce the monthly rental payment by Five Hundred Dollars (\$500) per month during the relocation process.

49. DISCLOSURE OF PRINCIPALS:

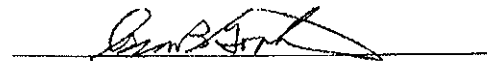
Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective November 17, 1999, CLEARWIRE warrants that it has disclosed on the form attached as Exhibit "E", all principals and partners of CLEARWIRE, a Nevada limited liability company as well as all persons and entities holding more than a one percent (1%) interest in CLEARWIRE, a Nevada limited liability company, or any principal of CLEARWIRE, a Nevada limited liability company, throughout the term hereof, CLEARWIRE, a Nevada limited liability company, shall notify CLV in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST


BEVERLY K. BRIDGES CMC, City Clerk

"CLV"
CITY OF LAS VEGAS


OSCAR B. GOODMAN, Mayor:

APPROVED AS TO FORM:


Deputy City Attorney Date

"CLEARWIRE"
Clearwire US LLC, a Nevada limited liability company

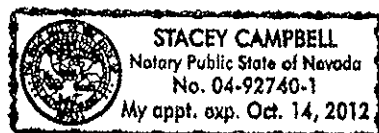
By:  12.23.08
John A Storch
Vice President - Network Deployment

ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 24th day of MARCH, 2008, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BEVERLY K. BRIDGES, City Clerk, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Stacey L Campbell
NOTARY PUBLIC, in and for said
County and State



STATE OF Washington)
) ss.
COUNTY OF King)

On this 23rd day of December, 2008, personally appeared before me, a Notary Public in and for said County and State, John A. Storch known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Michelle Lynn Caballero
NOTARY PUBLIC, in and for said
County and State

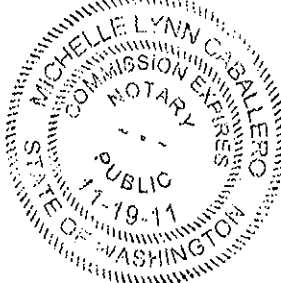
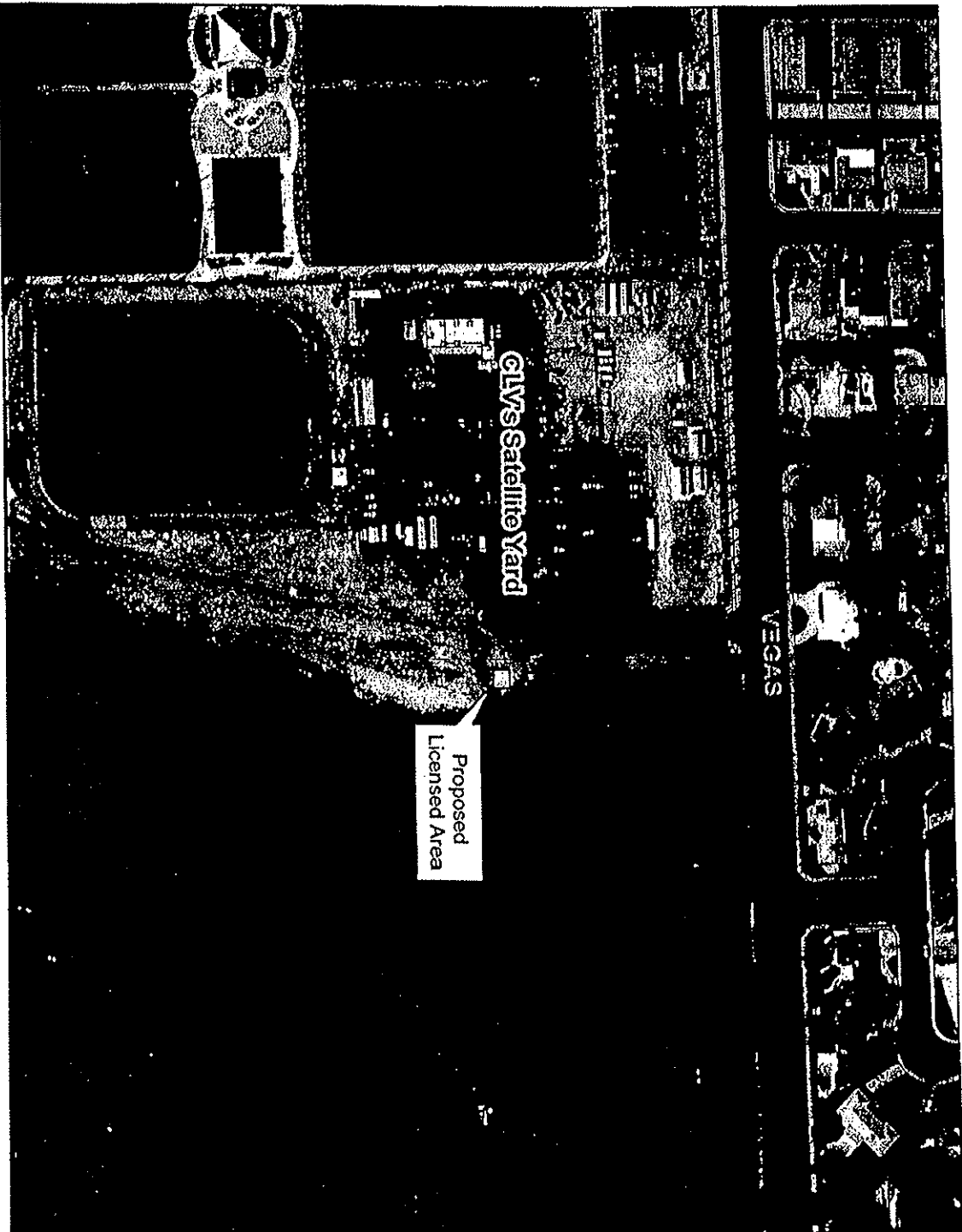


EXHIBIT "A"



Site Map

Legend

— Street Centerline

□ Parcels



9/15/08

Facilities Management
Real Estate & Utilities

EXHIBIT "B"

RENTAL FEES

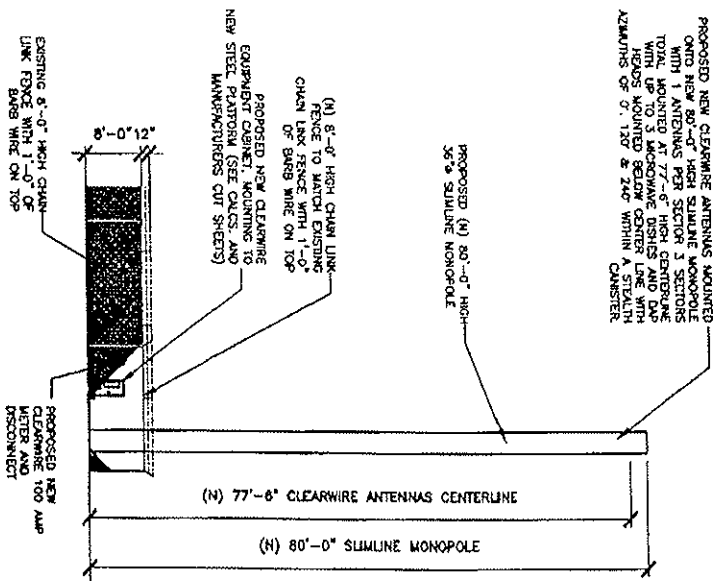
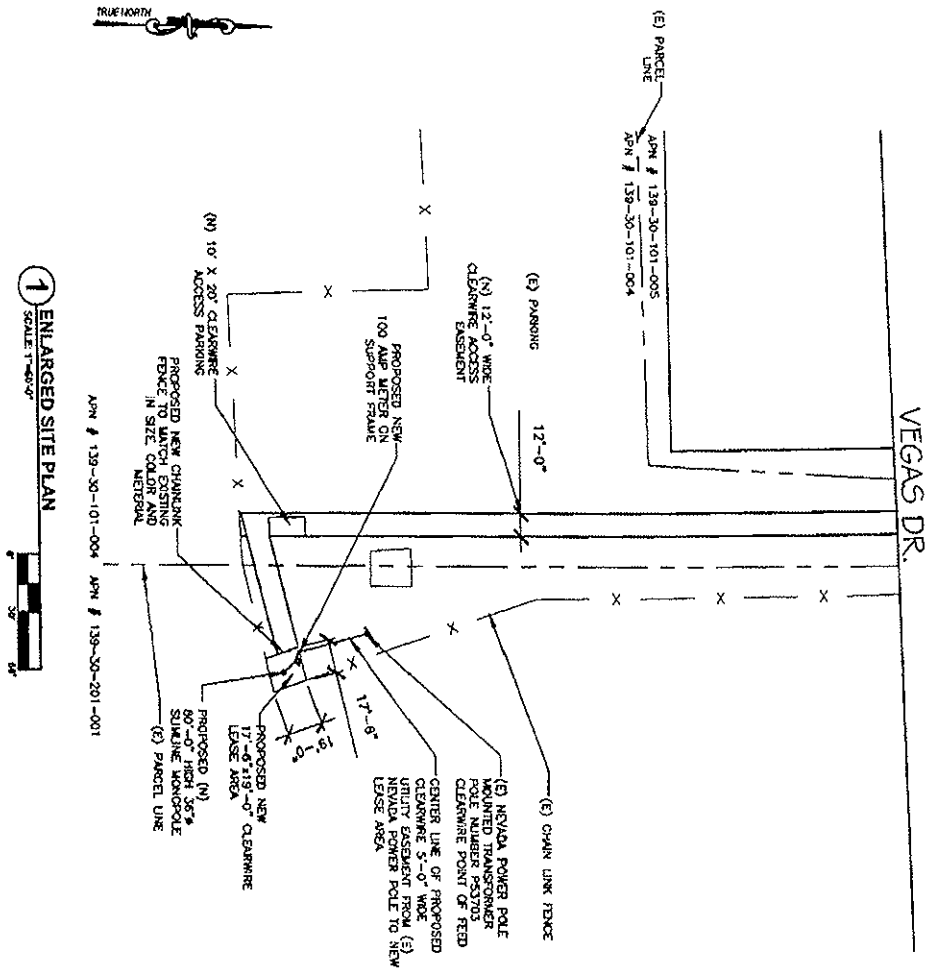
MONTHLY/YEARLY RENTAL PAYMENT CALCULATIONS

INITIAL 5-YEAR TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,800.00	\$21,600.00
2nd YEAR	\$1,854.00	\$22,248.00
3rd YEAR	\$1,910.00	\$22,920.00
4th YEAR	\$1,967.00	\$23,604.00
5th YEAR	\$2,026.00	\$24,312.00

FIRST 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$2,087.00	\$25,044.00
2nd YEAR	\$2,150.00	\$25,800.00
3rd YEAR	\$2,215.00	\$26,580.00
4th YEAR	\$2,281.00	\$27,372.00
5th YEAR	\$2,349.00	\$28,188.00

SECOND 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$2,419.00	\$29,028.00
2nd YEAR	\$2,492.00	\$29,904.00
3rd YEAR	\$2,567.00	\$30,804.00
4th YEAR	\$2,644.00	\$31,728.00
5th YEAR	\$2,723.00	\$32,676.00

THIRD 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$2,805.00	\$33,660.00
2nd YEAR	\$2,889.00	\$34,668.00
3rd YEAR	\$2,977.00	\$35,724.00
4th YEAR	\$3,066.00	\$36,792.00
5th YEAR	\$3,158.00	\$37,896.00



1. ALL ANTENNAS FLASHWASH W/ DOWNHILL BRACKETS. CONTRACTOR TO COORDINATE REQUIRED MECHANICAL DOWNHILL FOR EACH ANTENNA W/ RF ENGINEER.
2. ANTENNA CENTRELINE HEIGHT IS IN REFERENCE TO ELEVATION 0'-0"
3. CONTRACTOR SHALL VERIFY ANTENNA TYPE, CABLE TYPE, AND AZIMUTH W/ RF ENGINEER AND/OR CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.
4. ALL AZIMUTHS TO BE SET TO TRUE NORTH NOT TO MAGNETIC NORTH.
5. ALL POWER INFORMATION TO BE VERIFIED PRIOR TO START OF CONSTRUCTION W/ THE UTILITY COMPANIES DESIGNS.

PROPOSED NEW CLEARFIRE ANTENNAS MOUNTED ONTO NEW 80'-0" HIGH STEELTUBE MONOPOLE WITH 1 ANTENNAS PER SECTOR 3 SECTORS TOTAL MOUNTED AT 77'-6" HIGH CENTRERAD WITH UP TO 3 MICROVAVE DISHES AND DOP HEADS MOUNTED BELOW CENTER LINE WITH AZIMUTHS OF 7. 130° & 240° WITHIN A STEALTHY CANISTER.

clearwire®
U.S. LLC
1051 MARY CREST SUITE K
HENDERSON, NV 89074

NV-LSV150h
4217 LAS VEGAS DRIVE
LAS VEGAS, NEVADA 89106
JURISDICTION: CITY OF LAS VEGAS

PROPERTY PROFILE
1041 E. CARUSE RD.
PHOENIX, AZ. 85085
OFFICE: 623-465-9675

SCHEDULE OF DIVISIONS		
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-
7	-	-
8	-	-
9	-	-
10	-	-
11	-	-
12	-	-
13	-	-
14	-	-
15	-	-
16	-	-
17	-	-
18	-	-
19	-	-
20	-	-
21	-	-
22	-	-
23	-	-
24	-	-
25	-	-
26	-	-
27	-	-
28	-	-
29	-	-
30	-	-
31	-	-
32	-	-
33	-	-
34	-	-
35	-	-
36	-	-
37	-	-
38	-	-
39	-	-
40	-	-
41	-	-
42	-	-
43	-	-
44	-	-
45	-	-
46	-	-
47	-	-
48	-	-
49	-	-
50	-	-
51	-	-
52	-	-
53	-	-
54	-	-
55	-	-
56	-	-
57	-	-
58	-	-
59	-	-
60	-	-
61	-	-
62	-	-
63	-	-
64	-	-
65	-	-
66	-	-
67	-	-
68	-	-
69	-	-
70	-	-
71	-	-
72	-	-
73	-	-
74	-	-
75	-	-
76	-	-
77	-	-
78	-	-
79	-	-
80	-	-
81	-	-
82	-	-
83	-	-
84	-	-
85	-	-
86	-	-
87	-	-
88	-	-
89	-	-
90	-	-
91	-	-
92	-	-
93	-	-
94	-	-
95	-	-
96	-	-
97	-	-
98	-	-
99	-	-
100	-	-

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY A SOURCE OR BY A SOURCE'S RECORDS. OTHER THAN THE INFORMATION CONTAINED HEREIN, NO OTHER INFORMATION IS TO BE CLASSIFIED OR UNCLASSIFIED.

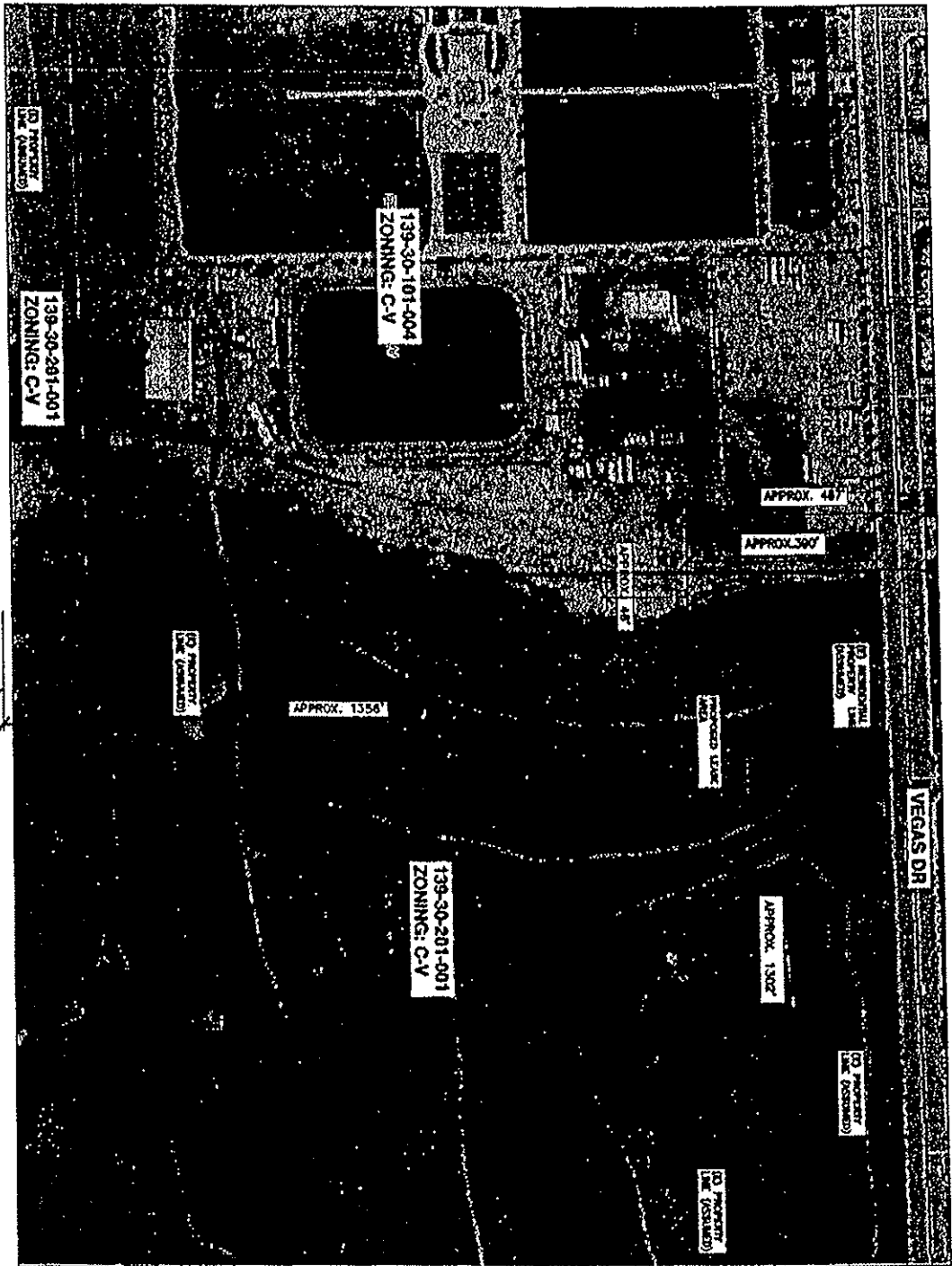
PAUCTIONE PITT.

**ENLARGED SITE PLAN
AND ELEVATION**

DELIVERING SWIFT

N-3

N DECATUR BLVD.



1 PARCEL MAP
SCALE: N.T.S.

ID PROPERTY
LINE (ASSUMED)

WASHINGTON

ID PROPERTY
LINE (ASSUMED)

clearwtr
US, LLC

1051 MARY CREST SUITE N
HENDERSON, NV 89074

NV-LSV150H

4071 LAS VEGAS DRIVE
LAS VEGAS, NV 89119
JURISDICTION: CITY OF LAS VEGAS

PROPERTY PROFILE
1041 E. CARLISLE RD.
PHOENIX, AZ 85008
OFFICE: 602-465-9075

SCHEDULE OF IMPROVEMENTS

NO.	DESCRIPTION	DATE	STATUS
1	Site Plan	10/1/15	Final
2	Grading Plan	10/1/15	Final
3	Drainage Plan	10/1/15	Final
4	Structural Plan	10/1/15	Final
5	Electrical Plan	10/1/15	Final
6	Mechanical Plan	10/1/15	Final
7	Plumbing Plan	10/1/15	Final
8	Fire Protection Plan	10/1/15	Final
9	Security Plan	10/1/15	Final
10	Other	10/1/15	Final

CONSTRUCTION SCHEDULE

NO.	DESCRIPTION	DATE	STATUS
1	Site Plan	10/1/15	Final
2	Grading Plan	10/1/15	Final
3	Drainage Plan	10/1/15	Final
4	Structural Plan	10/1/15	Final
5	Electrical Plan	10/1/15	Final
6	Mechanical Plan	10/1/15	Final
7	Plumbing Plan	10/1/15	Final
8	Fire Protection Plan	10/1/15	Final
9	Security Plan	10/1/15	Final
10	Other	10/1/15	Final

REMARKS

SITE PLAN

REVISIONS

Z-2

EXHIBIT "D"

INSURANCE REQUIREMENTS

A. Prior to its occupancy of the Premises, CLEARWIRE shall, at its sole cost and expense, obtain and thereafter, at all times during which this Agreement is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100th Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100th Dollars (\$1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

B. Within five (5) days after execution of this Agreement and as a condition to this Agreement continuing in force and effect, CLEARWIRE shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and CLEARWIRE. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

C. In the event that CLEARWIRE fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this Agreement.

D. Subject to NRS 41.035, CLEARWIRE hereby agrees to protect, indemnify, and hold the CLV, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the CLV, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the CLV, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of CLEARWIRE or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, CLEARWIRE, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

E. In this connection, CLEARWIRE expressly agrees, at its sole cost and expense, to defend the CLV, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which CLEARWIRE has agreed to indemnify the CLV, its officers, employees and agents. If CLEARWIRE fails so to do, the CLV shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to CLEARWIRE.

WAIVER OF SUBROGATION. CLV hereby waives, and CLEARWIRE hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Agreement, and the CLV and CLEARWIRE, each waives any right of subrogation that it might otherwise have against the other party.

EXHIBIT "E"

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; (e) trust – the trustee and beneficiaries.

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.

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1 Contracting Entity Name Clearwire US LLC Address 4400 Carillon Pt. Kirkland, WA 98033 Telephone 425-216-7800 EIN or DUNS 56-2408571	Block 2 Description Subject Matter of Contract/Agreement License Agreement/Cell Tower – Satellite Yard RFP#
--	---

Block 3	<u>Type of Business</u>
☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:	

Block 4	<u>Disclosure of Ownership and Principals</u>
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.			
6.			
7.			
8.			
9.			
10.			

See attached

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: ____.

EXHIBIT A**Clearwire US LLC
CHAIRMAN AND OFFICERS**

<u>Title</u>	<u>Name</u>
Chairman & Co-President	Benjamin G. Wolff
Co-President & Chief Executive Officer	Perry Satterlee
Chief Financial Officer	John Butler
Chief Technology Officer	John Saw
Executive Vice President – Strategy, Policy External Affairs	R. Gerard Salemmie
Chief Strategy and Executive Vice President	Scott Richardson
Chief Accounting Officer	Robert DeLucia
Vice President, General Counsel & Secretary	Brandy Hodder
Vice President, Finance & Treasurer	Hope Cochran
Vice President, Tax	Steve Ednie
Vice President, Regulatory Affairs & Public Policy	Terri B. Natoli
Assistant Secretary	Nadja Sodos-Wallace
Assistant Secretary	Frederick Williams
Assistant Secretary	Jillian Harrison

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

Name of Attached Document:
FCC 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 STORCK

Name

12-23-08

Date

Subscribed and sworn to before me this 23rd day of

December, 2008

Michelle Lynn Caballero

Notary Public

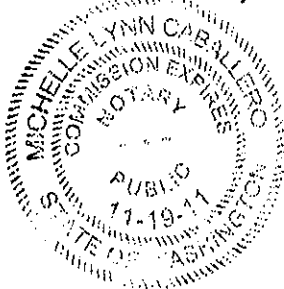


EXHIBIT "F"

Capital Improvement Specifications

GAS GENERATOR

- (1) Generator, 3.6KW, gas**
Make: Honda
Model: EB3800XA

Rhino's Turf Equipment (702-395-8081 – 3531 N. Rancho Rd., Las Vegas, NV 89130) will be able to assist in the ordering of the generator. Approximate cost \$1,892.95

METAL DETECTOR

- (13) Metal Detectors – ULA-3/Sierra Madre (see attached quote).**

Desert Outfitters, Inc. (702-362-7177 – 3340 Sirius Ave, Las Vegas, NV 89102) will be able to assist in the ordering of the generator. Approximate cost \$7995.00

****Please let them know you are purchasing these items for the City of Las Vegas so that you are quoted the same prices that the City pays.**

Clearwire will need to coordinate the delivery of the equipment with Ray Montoya, Park Maintenance Supervisor, at 702-249-4934.

DESERT OUTFITTERS, INC
3340 SIRIUS AVE.
LAS VEGAS, NV 89102
PHONE 702-362-7177
FAX 702-362-2561

SEPTEMBER 30, 2008

QUOTE: METAL DETECTOR - ULA-3/SIERRA MADRE

ATTENTION : RAY

The White's ULA-3 retails at \$599.95 with a 1 1/2 inch coil, with a 15 inch loop the package price is \$719.95. The 15 inch coil will go as deep as 5 feet, (possibly more under ideal conditions). The ULA-3 is simpler to operate than the Garrett Master Hunter especially for industrial purposes. The ULA-3 comes with both English and Spanish manuals.

We can offer the following proposal :

13 each ULA-3 @ \$615.00 = \$7995.00

* In addition it is recommended that a padded bag be used for each unit for protection during transportation and storage - retail pricing is \$49.95 per bag (total \$649.35).

* Also recommended are volume adjustable headphones to reduce outside noise and increase sensitivity - retail pricing is \$49.95 per set (total \$649.35).

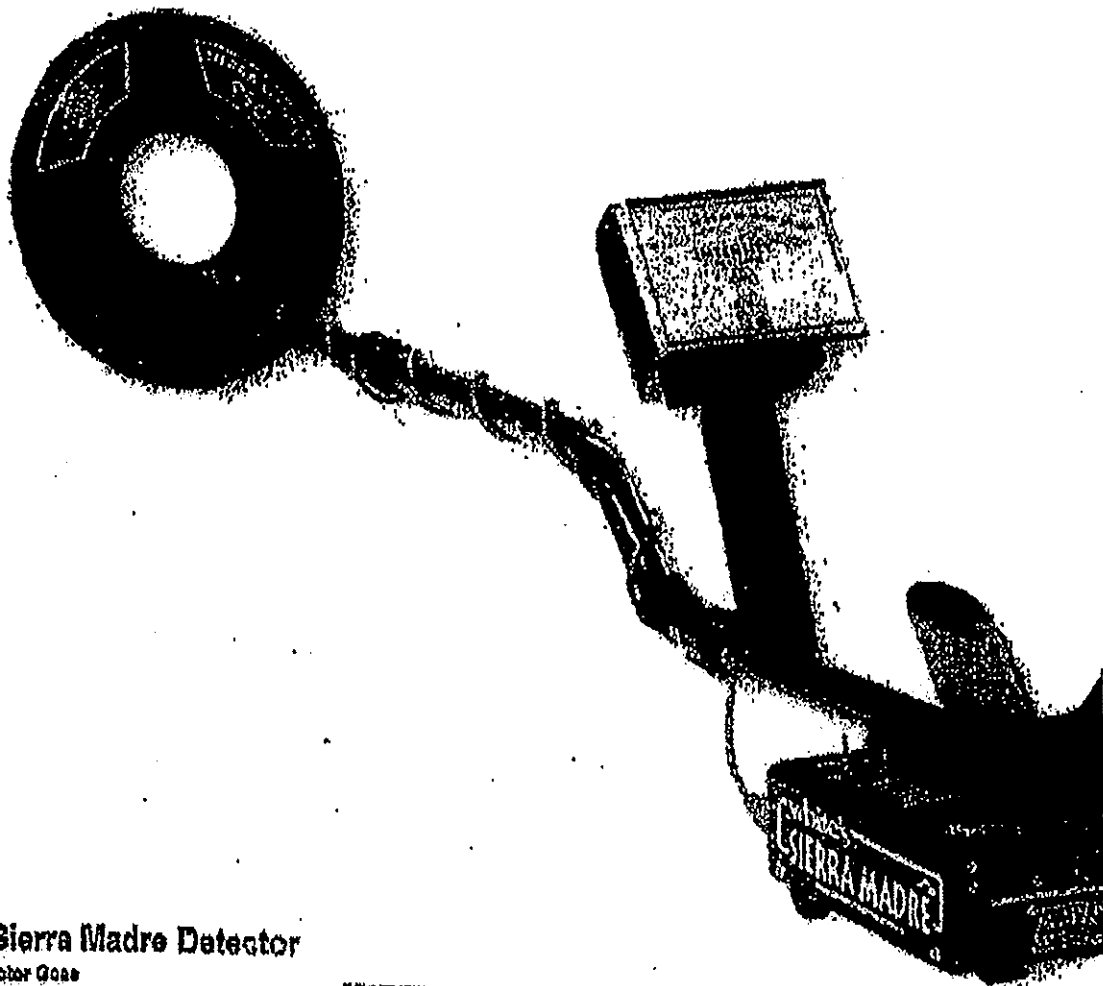
Total of the above two items is \$1298.70

* We will supply the above items in the \$7995.00 price.

If you have any questions or need more information please let us know.

Regards,


Desert Outfitters, Inc.



ULA-3/Sierra Madre Detector

This Detector Goes
Deep!

Industrial and
Serious Deep
Treasure
Hunting
Specialized for large
metal objects. Analog
circuitry and fine tuning
controls to reach way
down.

TWO YEAR WARRANTY

The White's Electronics
manufacturers warranty
covers all metal
detector parts and labor
for two years from the
original purchase date.

To read the complete
warranty statement
[Click Here.](#)

[Download the Manual](#)

[Features Comparison
Chart](#)

FEATURES

9 1/2" search coil standard for depth.

Optional 15" search coil detects metal objects up to 5 ft

Packed with both English and Spanish instruction manual