

FIRST AMENDMENT TO LICENSE AGREEMENT/CELL TOWER PAVILION CENTER

THIS FIRST AMENDMENT TO LICENSE AGREEMENT/CELL TOWER PAVILION CENTER (this "First Amendment") is dated as of JUNE 15, 2011, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("CLV"), and T-Mobile West Corporation, a Delaware corporation, as successor in interest to Omnipoint Communications, Inc., a Delaware corporation, a subsidiary of T-Mobile USA, Inc. ("T-Mobile"). CLV and T-Mobile are herein collectively referred to as the "Parties". Any capitalized terms used in this First Amendment shall, unless otherwise defined or the context otherwise requires, have the meaning given in the Agreement.

WHEREAS, the Parties (or, as applicable, their respective predecessors in interest) entered into that certain License Agreement/Cell Tower Pavilion Center dated January 4, 2007 (the "Agreement"), for the purpose of T-Mobile installing, operating, repairing and maintaining the Wireless Communications System on the Premises located at 101 South Pavilion Center Drive, Las Vegas, Nevada 89144 (APN 137-35-501-004); and

WHEREAS, the Parties desire to enter into this First Amendment for the purpose of allowing T-Mobile to sublet space within its Premises to LightSquared Inc., a Delaware corporation ("LightSquared"), pursuant to a separate sublease or license agreement between T-Mobile and LightSquared (the "LightSquared Sublease").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLV and T-Mobile covenant and agree as follows:

1. **Consent to Sublease.** Notwithstanding anything to the contrary in the Agreement, CLV hereby approves and grants consent to T-Mobile to sublet portions of the Wireless Communications System and ground space within the Premises to LightSquared to locate, operate, maintain and repair its equipment on the Wireless Communication System and within the Premises. In addition, CLV hereby approves and grants consent to the modifications to the Wireless Communication System necessitated by the LightSquared Sublease, as further described on Exhibit 1 of this First Amendment. CLV further agrees that no separate ground lease between CLV and LightSquared will be required for any ground space within the Premises necessitated by the LightSquared Sublease.

2. **Colocation Fee.**

- a. In consideration for CLV's consent to sublease pursuant to this First Amendment, effective as of the rent commencement date of the LightSquared Sublease, T-Mobile shall pay to CLV, the amount of Five Hundred and 00/100 Dollars (\$500.00) per month (the "LightSquared Colocation Fee"), prorated for any partial month. The LightSquared Colocation Fee shall increase in the same manner and at the same time as the adjustment for the Rental Fees, as provided in the Agreement, and shall be payable in advance, together with the Rental Fees.

- b. In the event of the expiration or early termination of the LightSquared Sublease, T-Mobile shall provide CLV with written notice of such change, and the LightSquared Colocation Fee shall end and no longer be owed, effective upon the date of expiration or early termination of the LightSquared Sublease. T-Mobile shall cause LightSquared to remove the equipment installed by LightSquared within thirty (30) days of the date of expiration or early

Market: Las Vegas
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termination of the LightSquared Sublease and restore the Premises to its condition prior to the commencement date of the LightSquared Sublease, reasonable wear and tear excepted.

3. **Notices.** All notices, requests, demands and communications under the Agreement, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

CLV: City of Las Vegas Real Estate Administrator 333 North Rancho Drive, 8th Floor Las Vegas, NV 89106	T-Mobile: T-Mobile West Corporation 2625 South Plaza Drive, Suite 400 Tempe, AZ 85282 Attn: Property Management VG08372A With a copy to: Attn: Legal Department With a copy to: T-Mobile USA, Inc. 12920 SE 38 th Street Bellevue, WA 98006 Attn: Lease Administrator And with a copy to: Attn: Legal Department
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4. **Miscellaneous.**

a. The unenforceability, invalidity or illegality of any provision of this First Amendment shall not render any other provision unenforceable, invalid or illegal.

b. All of the terms and conditions of this First Amendment shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective legal representatives, successors and assigns.

c. CLV agrees to cooperate with T-Mobile in executing any documents necessary to protect T-Mobile's rights in or use of the Premises. The Parties shall execute a Memorandum of Agreement in substantially the form attached hereto as Exhibit "F" and such Memorandum of Agreement may be recorded by T-Mobile.

d. This First Amendment may be executed in counterparts and any party may execute any counterpart, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one and the same document.

e. In the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall govern and control.

f. Except as modified by this First Amendment, the terms and conditions of the Agreement remain unmodified and are in full force and effect.

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IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first written above.

"CLV":

CITY OF LAS VEGAS



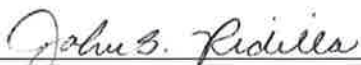
OSCAR B. GOODMAN, MAYOR

ATTEST:



BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

By: 

DEPUTY CITY ATTORNEY

John S. Ridilla
Deputy City Attorney

"T-MOBILE":

T-Mobile West Corporation,
a Delaware corporation

By: 

Print Name: Allan Tantillo

Title: Director – Tower Asset Management

Date: APR 26 2011

CLV ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF CLARK

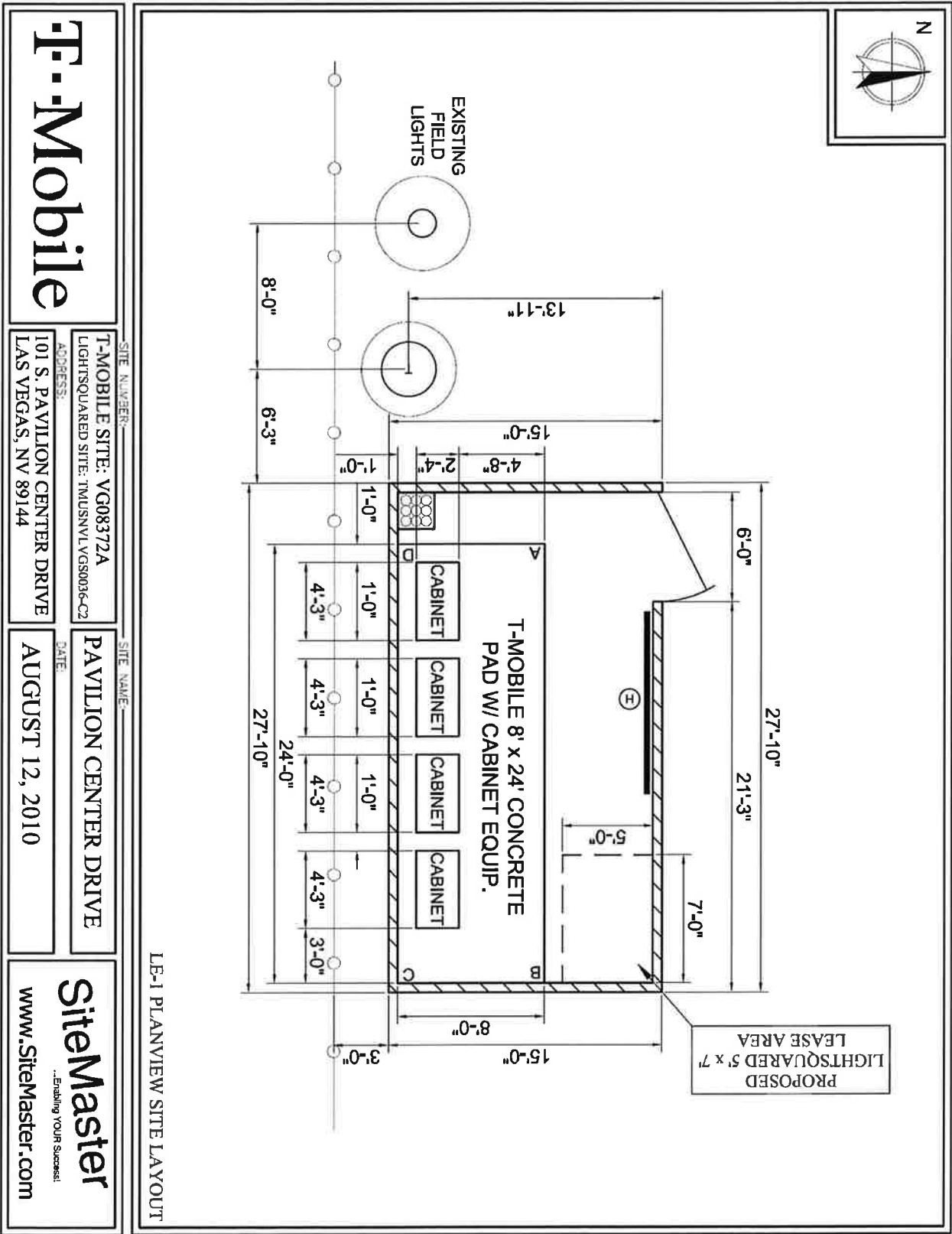
This instrument was acknowledged before me on JUNE 16, 2011, by
OSCAR B. GOODMAN, Mayor.

(Notary Stamp)

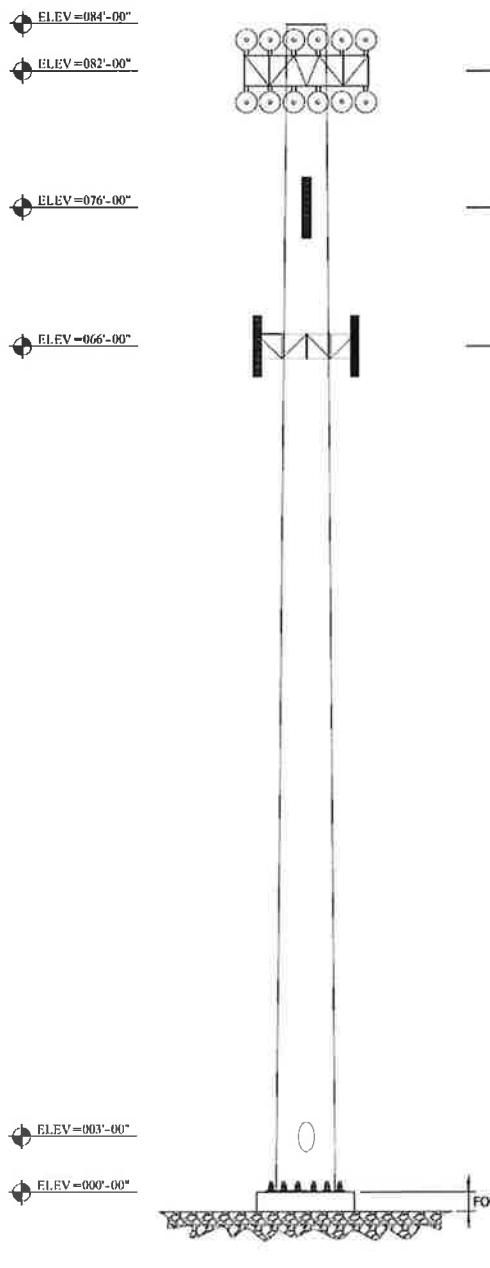
Stacey L Campbell
Signature of notarial officer



EXHIBIT 1



Market: Las Vegas
Site Number: VG08372A
Site Name: Pavilion Center Dr

		EXISTING STADIUM LIGHTS CENTER @ 82' EXISTING T-MOBILE RAD CENTER @ 76' PROPOSED LIGHTSQUARED RAD CENTER @ 66' SEE ATTACHMENT 2 OF SLA FOR FULL LOADING DETAILS																																							
ALL ANTENNA MOUNTS AND COAX ROUTING TO BE PER APPROVED STRUCTURAL ANALYSIS LE-2 TOWER ELEVATION																																									
 SITEMASTER Building Your Success www.SiteMaster.com	<table><tr><td colspan="2">SITE NUMBER:</td></tr><tr><td colspan="2">T-MOBILE SITE: VG08372A</td></tr><tr><td colspan="2">LIGHTSQUARED SITE: TMUSNVLVGS0036-C2</td></tr><tr><td colspan="2">SITE NAME:</td></tr><tr><td colspan="2">PAVILION CENTER DRIVE</td></tr><tr><td colspan="2">INSPECTION DATE:</td></tr><tr><td colspan="2">08/12/10</td></tr></table>	SITE NUMBER:		T-MOBILE SITE: VG08372A		LIGHTSQUARED SITE: TMUSNVLVGS0036-C2		SITE NAME:		PAVILION CENTER DRIVE		INSPECTION DATE:		08/12/10		<table><tr><td colspan="2">TOWER TYPE:</td></tr><tr><td colspan="2">STEALTH POLE</td></tr><tr><td colspan="2">ADDRESS:</td></tr><tr><td colspan="2">101 S. PAVILION CENTER DR. LAS VEGAS, NV 89144</td></tr><tr><td colspan="2">FCC NUMBER:</td></tr><tr><td colspan="2">NONE</td></tr></table>	TOWER TYPE:		STEALTH POLE		ADDRESS:		101 S. PAVILION CENTER DR. LAS VEGAS, NV 89144		FCC NUMBER:		NONE		<table><tr><td colspan="2">STRUCTURE HEIGHT:</td></tr><tr><td colspan="2">84'-00"</td></tr><tr><td>FOUNDATION:</td><td>APPURTENANCE:</td></tr><tr><td>0'-00"</td><td>0'-00"</td></tr><tr><td colspan="2">TOTAL HEIGHT:</td></tr><tr><td colspan="2">84'-00"</td></tr></table>	STRUCTURE HEIGHT:		84'-00"		FOUNDATION:	APPURTENANCE:	0'-00"	0'-00"	TOTAL HEIGHT:		84'-00"	
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Market: Las Vegas
Site Number: VG08372A
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EXHIBIT "F"
is attached hereto

APN: 137-35-501-004

PREPARED BY:

Md7, LLC

WHEN RECORDED RETURN TO:

Michael Fraunces, President
10590 West Ocean Air Drive, Suite 300
San Diego, CA 92130

SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum of Agreement") is entered into effective as of _____, 20____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("**CLV**"), whose mailing address for notices is Attn: Real Estate, 333 North Rancho Drive 8th Floor, Las Vegas, Nevada 89106, and T-Mobile West Corporation, a Delaware corporation, as successor in interest to Omnipoint Communications, Inc., a Delaware corporation, a subsidiary of T-Mobile USA, Inc. ("**T-Mobile**"), whose mailing address for notices is Attn: Lease Administrator and Legal Department, 2625 South Plaza Drive, Suite 400, Tempe, AZ 85282; with a copy to Attn: Lease Administrator and Attn: Legal Department, T-Mobile USA, Inc., 12920 South East 38th Street, Bellevue, WA 98006.

Whereas, CLV and T-Mobile are parties to that certain License Agreement/Cell Tower Pavilion Center dated January 4, 2007 (the "**Agreement**"), whereby CLV has leased and hereby leases to T-Mobile and T-Mobile has leased from CLV certain premises described therein, together with all other space and access and utility easements utilized by T-Mobile pursuant to the provisions of the Agreement (collectively the "**Premises**"), that are a portion of that certain real property located at 101 South Pavilion Center Drive, Las Vegas, NV 89144 ("**Property**") described on **Exhibit "A"** attached hereto and incorporated herein; and

Whereas, CLV and T-Mobile desire and hereby enter into this Memorandum of Agreement to provide constructive notice of the existence of the Agreement.

1. The Agreement commenced on May 1, 2007, and expires April 30, 2012, subject to the provisions of the Agreement.

2. T-Mobile has three (3) consecutive options to extend or renew the term of the Agreement, each for a period of five (5) years.

3. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement effective as of the date first written above.

"CLV"

CITY OF LAS VEGAS

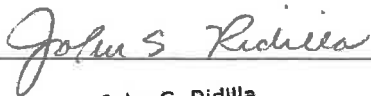
OSCAR B. GOODMAN, MAYOR

ATTEST:

BEVERLY K. BRIDGES, CITY CLERK

APPROVED AS TO FORM:

By: _____



John S. Ridilla
Deputy City Attorney

"T-MOBILE":

T-Mobile West Corporation,
a Delaware corporation

By: _____



Print Name: Allan Tantillo

Title: Director – Tower Asset Management

Date: _____

APR 26 2011

CLV ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF _____

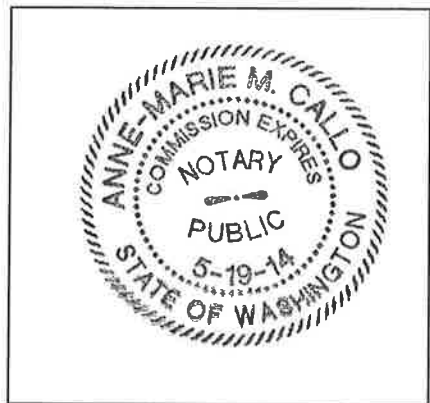
This instrument was acknowledged before me on _____, 20____, by
_____.

(Notary Stamp)

Signature of notarial officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

Dated: APR 26 2011



Notary Public Anne-Marie M. Callo
Print Name Anne-Marie M. Callo
My appointment expires 5-19-14

(Use this space for notary stamp/seal)

EXHIBIT "A"

PREMISES DESCRIPTION AND LEGAL DESCRIPTION OF PROPERTY

Street Address: 101 South Pavilion Center Drive, Las Vegas, NV 89144

APN: 137-35-501-004

Legal Description: That certain communications facility site (and access and utility easements) on a portion of the real property described as follows:

A PARCEL OF LAND LOCATED IN THE STATE OF NEVADA, COUNTY OF CLARK, WITH A SITUS ADDRESS OF 103 N PAVILION CENTER DR, LAS VEGAS NV 89144 CURRENTLY OWNED BY CITY OF LAS VEGAS HAVING A TAX ASSESSOR NUMBER OF 137-35-501-004 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS PARCEL MAP FILE 85 PAGE 97 LOT 3 PT N2 NE4 SEC 35 TWP 20 RGN 59 AND DESCRIBED IN DOCUMENT NUMBER 20910001666 DATED 08/23/2002 AND RECORDED 09/10/2002.