**LICENSE AGREEMENT WITH OPTION BETWEEN CITY OF LAS VEGAS AND CRICKET COMMUNICATIONS, INC.**

This License Agreement with Option (hereinafter "Agreement") is made this 7th day of December, 2011 ("Effective Date"), by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City") and Cricket Communications, Inc., a Delaware corporation (hereinafter "Licensee"). City and Licensee are sometimes referred to individually as "Party" or collectively as "Parties."

**RECITALS**

WHEREAS, City owns real property located within the boundaries of 6200 Hargrove Avenue, Las Vegas, County of Clark, Nevada and generally located in the area bounded by Hargrove Avenue and Elton Avenue, depicted on the Site Map attached hereto as **Exhibit A** ("Property"); and

WHEREAS, Licensee desires to install a Wireless Communications System (as defined below) and to collocate on an existing Verizon Tower (as defined below) on a portion of the Property consisting of an area approximately seven feet in length and eight feet in width and a total area of fifty-six square feet ("Premises"), depicted on the Site Map attached hereto as **Exhibit A**; and

WHEREAS, City determined that entering into an Agreement with Licensee to install a Wireless Communications System on the Premises under the terms and conditions contained herein will not interfere with the public's existing use of the Property and will benefit the citizens of the City.

**AGREEMENT**

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:

**SECTION 1**
**DEFINITIONS**

**1.1. DEFINITIONS.** Unless otherwise defined herein, the capitalized terms used herein shall have meanings ascribed in this Section 1.1:

"*Additional Insureds*" shall have the meaning set forth in Section 8.1.

"*Additional Option Fee*" shall have the meaning set forth in Section 2.1.

"*Applicable Laws*" shall have the meaning set forth in Section 5.3.

"*Backhaul Network*" means the physical network that connects cells to a central switching point or the Public Switch Telephone Network.

"*Casualty*" means a fire, earthquake, or other circumstance commonly referred to as an Act of God and which is outside the reasonable control of the Parties to this Agreement.

"*Commencement Date*" shall have the meaning as set forth in Section 3.2.1.

"*Covered Hazardous Substance*" shall have the meaning as set forth in Section 5.4.1.

"*COW*" or "*Cell on Wheels*" means a mobile cell site that consists of a cellular antenna tower and electronic radio transceiver equipment on a truck or trailer designated to be part of a cellular network.

"*Easements*" shall have the meaning as set forth in Section 6.3.

"*Environmental Laws*" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Governmental Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Condition or Hazardous Materials.

"*FCC*" means the Federal Communications Commission or its legally appointed successor.

"*Governmental Approvals*" shall have the meaning set forth in Section 2.2.

"*Governmental Authority*" or "*Governmental Authorities*" means (i) the United States of America, the State of Nevada, City, County, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over the Property (or any portion thereof), as applicable, and (ii) any public utility or private entity which will be accepting and/or approving design and/or construction of any element of the Wireless Communications System on the Property.

"*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.

"*Holding Over Term*" shall have the meaning set forth in Section 3.3

"*Initial Term*" shall have the meaning set forth in Section 3.2.1.

"*License Fee*" shall have the meaning set forth in Section 4.1.1.

"*Licensee's Improvements*" shall have the meaning set forth in Section 6.1.

"*Manager*" means the City Manager or his/her designee.

"*Mortgagees*" shall have the meaning set forth in Section 7.1.

"*New Premises*" shall have the meaning set forth in Section 6.1.2.

"*Option*" shall have the meaning set forth in Section 2.1.

"*Option Fee*" shall have the meaning as set forth in Section 2.1.

"*Option Period*" shall have the meaning as set forth in Section 2.1.

"*Premises*" shall have the meaning set forth in the second Recital above.

"*Property*" shall have the meaning set forth in the first Recital above.

"*Relocation Work*" shall have the meaning set forth in Section 6.1.2.

"*Renewal Term*" shall have the meaning set forth in Section 3.2.2.

"*Utility Relocation Costs*" shall have the meaning set forth in Section 6.1.2.

"*Verizon Tower*" shall have the meaning set forth in Section 6.1.

"*Wireless Communications System*" shall have the meaning set forth in Section 5.1.

## SECTION 2
## OPTION TO LICENSE

2.1 Option to License. In consideration of the payment of One Thousand Dollars and No Cents ($1,000.00) ("Option Fee") by Licensee to City, City hereby grants to Licensee an option to lease Premises., on the terms and conditions set forth herein ("Option"). The Option shall be for an initial term of six months, commencing on the Effective Date (the "Option Period"). The Option Period may be extended by Licensee for an additional six months upon written notice to City and payment of the sum of One Thousand Dollars and No Cents ($1,000.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

2.2 Option Period. During the Option Period and any extension thereof, and during the Term (as defined below), City agrees to cooperate with Licensee in obtaining, at Licensee's expense but without any change to the terms of this Agreement, all licenses and permits or authorizations required for Licensee's use of the Premises from all applicable Government Authorities, including, without limitation, zoning and land use authorities, and the FCC (collectively, "Governmental Approvals"), including appointing Licensee as agent for all land use and zoning permit applications, and City agrees to cooperate with and to allow Licensee, at no cost to City, to obtain a title report, zoning approvals and variances, land-use and building permits and City expressly grants to Licensee a right of access to the Property and Premises to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property and Premises, including, without limitation, the right to conduct and prepare a Phase One environmental assessment and/or baseline environmental assessment of the Property and Premises, or equivalent as permitted by applicable Federal or state law, necessary to determine that Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Licensee may not change the zoning classification of the Property or offer, agree to or accept any Government Approvals in conflict with or which require any alteration or modification of the terms of this Lease without first obtaining City's written consent. During the Option Period and any extension thereof, Licensee may exercise the Option by so notifying City in writing.

## SECTION 3
## DEMISE OF PREMISES TERM

3.1 Premises. If Licensee exercises the Option, then, subject to the terms and conditions set forth herein, City hereby grants a license to Licensee to use of the Premises for the placement of the Licensee's Improvements (as defined below), together with easements for access and utilities as set forth in Section 6.3 as set forth in **Exhibit B** and subject to the terms and conditions herein contained.

3.2 Term.

3.2.1 The initial term of this Agreement is five (5) years ("Initial Term"). The Initial Term shall commence on the date of the exercise of the Option ("Commencement Date") and terminate at midnight on the last day of the Initial Term.

3.2.2 Licensee shall have the right to renew this Agreement for three (3) additional terms of five (5) years (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein. This License shall automatically renew for each successive Renewal Term

unless Licensee notifies City, in writing, of Licensee's intention not to renew this License, at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

3.3 Holding Over Term. Any holding over by Licensee after the expiration of the Initial Term or any Renewal Term, with the consent of City, shall be construed to be a tenancy from month to month on the terms and conditions herein set forth ("Holding Over Term"), except that the License Fee during any Holding Over Term shall be at twice the amount of the License Fee that was due prior to the Holding Over Term. This Section shall not be construed as authorizing a holding over by Licensee.

3.4 Term, as used in this Agreement, shall collectively refer to the Initial Term, Renewal Term and any Holding Over Term.

## SECTION 4
## LICENSE FEE

4.1 License Fee.

4.1.1 License shall pay to City Five Hundred Dollars and No Cents ($500.00) per month paid monthly, in advance, for the first year of the Initial Term of this Agreement ("License Fee"). The first monthly License Fee payment shall be due within fifteen (15) days of the Commencement Date and on the first day of each month thereafter. If the License Fee is not paid by the fifteenth of the month, the License Fee shall be considered late and City may charge a late fee equal to five percent (5%) of the amount due.

4.1.2 Beginning with the second year of this Agreement and every year thereafter, including during any Renewal Term, the then-current monthly License Fee shall be adjusted by multiplying the immediately preceding term, for which the License Fee has remained constant for the year, by three percent (3%).

## SECTION 5
## USE OF PREMISES

5.1 Permitted Use. The Premises may be used by Licensee for the transmission and reception of radio communication signals and for the installation, construction, operations, maintenance and repair of related support facilities but only for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose (collectively, "Wireless Communication System").

Licensee shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. 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. This Agreement does not authorize Licensee to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Agreement does not authorize Licensee to use the Premises for video transmissions. This Agreement shall

not be interpreted to grant the rights of a franchise required by any City ordinance, State statute or constitutional provision or Federal law. This Agreement does not authorize in any manner the telephone lines or cables that support the Backhaul Network. Placement by Licensee 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. 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. License shall cease use of the facilities in the Premises and take appropriate action as authorized by City to remove the facilities from the Premises.

5.2 Access to Premises. Licensee and its employees, agents and contractors shall have access to the Property and Premises without providing notice to City twenty-four (24) hours a day, seven (7) days a week throughout the Term.

5.3 Governmental Approvals and Compliance with Laws. During the Term, Licensee shall comply with all present and future federal, state and local government rules, policies, permits, authorizations, regulations, ordinances, codes, statutes, and laws, including, but not limited to laws and ordinances relating to health, safety, radio frequency emissions and radiation, now or hereafter in effect pertaining to or in connection with the planning, installation, construction, operations, maintenance and repair of the Licensee's improvements on Property or Premises (collectively, "Applicable Laws"). Licensee shall obtain any necessary Governmental Authority licenses or authorizations required for the planning, construction, operations and maintenance of the Wireless Communication System and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to City as same are issued.

5.4. Environmental Conditions

5.4.1 City Representations. City represents and warrants, to the best of City's knowledge, (a) the Property has not been used for the use, manufacturing, storage, discharge, release or disposal of Hazardous Materials, (b) neither the Property nor any part thereof is in breach of any Environmental Laws, (c) there are no underground storage tanks located on or under the Property, (d) the Property is 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; and (e) City has not and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about, or within the Property or Premises in violation of any law or regulation or causes a significant effect on public health, City shall promptly take any and all remedial and removal action as required by law to clean up the Property, mitigate exposure to liability arising from, and keep the Property free of any lien imposed pursuant to the violation of any Environmental Laws.

City represents and warrants to Licensee that City has received no notice that the Property or any part thereof is, and, to the best of its knowledge and belief, no part of the Property 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.

5.4.2 No Hazardous Materials. Licensee shall not use the Premises, or permit any entity or person to use the Premises, for the generation, storage, manufacture, production, releasing,

discharge or disposal f any Hazardous Material; provided however, Licensee shall be permitted to store, use and dispose of Hazardous Materials to the extent packaged and contained in materials used in the usual and customary operations of a Wireless Communications System. If Licensee knows, or has reasonable cause to believe, that Hazardous Materials have come to be located in, on, under or about the Premises during the Term, Licensee shall promptly give City written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, license, claim, action or proceeding given to, or received from any Governmental Authority or private party concerning the presence, spill, release, discharge of, or exposure to, Hazardous Materials, including , but not limited to, all such documents as may be involved in any reportable use involving the Premises during the Term. If any Hazardous Materials are present in or about the Premises, during the Term, City shall have the right upon twenty-four hours advance written notice to Licensee to engage a consultant to inspect the Premises and to review Licensee's use of Hazardous Materials and all of Licensee's practices with respect to its use of Hazardous Materials. Licensee shall cooperate in all respects with such inspections and reviews. All reasonable costs of such consultants shall be reimbursed to City within fifteen (15) days of written demand by City. No termination, cancellation or release agreement entered into by City and Licensee shall release Licensee from its obligations under this Section 4, unless specifically so provided in such agreement.

5.4.3 Environmental Indemnity. Licensee and City shall indemnify, protect, defend and hold each other, its elected officials, officers, employees and agents, other City licensees and lessors on the Premises, if any, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or otherwise involving: (a) the indemnifying Party's failure to use or occupy the Premises in a manner consistent with applicable Environmental Law; or (b) any Hazardous Materials brought onto the Premises by or for the indemnifying Party's or by anyone under indemnifying Party's control after the Commencement Date and during the Term. The indemnifying Party's indemnification obligations under this Section 5.4.3 shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by the indemnifying Party's during the Term, and the cost of investigation (including reasonable consultants' and attorneys' fees and testing), removal, remediation and/or abatement of any Hazardous Materials. No termination, cancellation or release agreement entered into by City and Licensee shall release either party from its obligations under this Section 5.4.3, unless specifically so provided in such agreement. Each party's indemnity obligations provided in this Section 5.4.3 shall include, without in any way limiting, the foregoing (a) all reasonable costs, expenses and attorneys' fees incurred or sustained by any party in making any investigation on account of any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication, in prosecuting or defending any action brought in connection therewith, in obtaining or seeking to obtain a release therefrom and in enforcing any of the agreements herein contained; (b) Liability for required costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties pursuant to the provisions of any Applicable Laws including Environmental Laws; and (c) Liability for personal injury or Premises damage arising under any statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance, or for the carrying on of an abnormally dangerous activity, and response costs.

Notwithstanding the foregoing, indemnification under this Section 5.4.3 shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified Party or anyone claiming through the indemnified Party. Licensee's indemnity in this Section 5.4.3 shall survive termination of this Agreement.

In the event any action or proceeding shall be brought against a Party by reason of any matter for which the Party is indemnified under this Section 5.4.3, the indemnifying Party shall, upon notice from the indemnified Party, at the indemnifying Party's sole cost and expense, resist and defend the same with legal counsel mutually selected by the indemnifying Party and indemnified Party; provided however, that the indemnifying Party shall not admit liability in any such matter on behalf of the indemnified Party without the written consent of the indemnified Party and provided further that the indemnified Party shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the indemnifying Party.

## SECTION 6
## LICENSEE'S IMPROVEMENTS / UTILITIES / ACCESS EASEMENT

6.1 Licensee's Improvements. This License does not grant Licensee the right to install any additional towers or poles on the Premises. However, Licensee shall have the right to collocate on an existing Verizon Wireless monopole tower and foundation ("Verizon Tower"), subject to the approval of Verizon Wireless. License shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its Wireless Communications System, including, without limitation, radio transmitting and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Licensee's Improvements") as set forth on and in accordance and compliance with the "Plans and Details" attached hereto as **Exhibit B**. **Exhibit B** shall depict the Premises, including a depiction of any easements granted herein; a site plan which includes all buildings, structures, existing Verizon Tower, any guy wires, equipment cabinets, utility boxes, fences, any generators or provision for temporary generators, any fuel tanks or provision for temporary fuel tanks, any backup battery cabinets, parking and fences; elevation drawings for the Verizon Tower, equipment cabinets; fence detail; and specifications for all exterior colors, paint, other finishes and landscaping.

6.1.1 Approval to Construct. Prior to commencing construction, Licensee shall obtain development related permits and construction approvals from the respective City departments and other Governmental Authorities, including without limitation, site development review approval and issuance of a building permit to construct Licensee's Improvements. No improvement, construction, installation or alteration shall be commenced until pans for such work has been approved by the City and all necessary permits have been properly issued. During construction, Licensee shall secure the construction site with temporary fencing and otherwise prosecute the construction in a safe and workmanlike manner.

6.1.2 Modifications to Licensee's Improvements. Licensee shall have the right to alter, replace, enhance or upgrade Licensee's Improvements at any time during the Term of this Agreement to the extent that such changes do not materially differ from **Exhibit B**. Any material changes from **Exhibit B** shall require City's written approval, and such approval shall not be unreasonable withheld, delayed or conditioned.

City reserves the right to require Licensee to relocate Licensee's improvements ("Relocation Work") to a new location on the Property ("New Premises,") including the cost to relocate utilities to serve the New Premises ("Utility Relocation Costs"), at Licensee's sole cost and expense. However, if City requires Licensee to relocate Licensee's Improvements within five (5) years of the Commencement Date, all reasonable costs, including Utility Relocation Costs, shall be paid by the City to Licensee within thirty

(30) days after completion of the Relocation Work. The Licensee Fee shall be abated during the time that the Licensee's Improvements are not in operation due to the Relocation Work.

6.1.4 Liens. Licensee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against the Property or Premises as a result of acts or omissions of Licensee or Licensee's employees, contractors or agents, Licensee shall discharge the lien or bond the lien off in a manner reasonably satisfactory to City within thirty (30) days after Licensee receives written notice that the lien has been filed.

6.1.5 Taxes. Licensee shall pay any personal property tax, real property tax, franchise fee, franchise tax, business fee, business tax or any other tax or fee which is directly or indirectly attributable to this Agreement and property rights and other right to install the Wireless Communications System on the Premises granted herein. City hereby grants to Licensee the right, with written notice to City, to challenge, whether in a court, administrative proceeding, or other venue, on behalf of City and/or Licensee, any personal property tax, real property tax or other fee or assessment that may affect Licensee. If City receives notice of any personal property or real property tax assessment against the City, which may affect Licensee and is directly or indirectly attributable to Licensee's use of the Premises, City shall provide timely notice of the assessment to Licensee sufficient to allow Licensee to consent to or challenge such assessment.

6.1.6 Maintenance. Licensee shall, at its own expense, maintain the Premises and all improvements, equipment and other personal property on the Premises in good working order, condition and repair, normal wear and tear and Casualty excepted. Licensee shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

6.1.7 Signing and Graffiti. Licensee may not place or allow the placement of any signs or graffiti on the Premises, except for those required for emergency notification and identification, or as required by law or rule. After thirty (30) days' notice to remove, City at any time may enter the Premises and undertake any activities necessary to abate or remove graffiti located therein. Licensee shall reimburse City all costs incurred by City in connection with such abatement or removal within thirty (30) days of City's presenting Licensee with a statement of such costs.

6.1.8 Interference, Testing and Reservation. Licensee shall not use the Premises in any way which interferes with the use of any portion of the Property by City, or by lessees or licensees of City with rights in any portion of the Property prior to the Commencement Date of this Agreement. Similarly, City shall not use, nor shall City permit its lessees, licensees, grantees, employees, invitees or agents to use, any portion of the Property in any way which materially interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering Party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the Parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured Party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice.

Both City and Licensee shall be allowed to conduct radio frequency emission and interference studies from time to time to determine whether Licensee's use of Licensee's Facilities will interfere with City's or its lessee's or licensee's current or proposed use of the Premises or Property. In the event that such a

study indicates that Licensee's use will potentially interfere with City's or its lessee's or licensees current or proposed use of the Premises or Property, Licensee shall have ninety (90) days to remedy the interference to City's satisfaction. If the problem is not so remedied in ninety (90) days, then City may require Licensee, at Licensee's full expense, to relocate Licensee's Improvements Facilities so as to remove or minimize the interference, to the extent City deems necessary. City shall permit Licensee to place a temporary Antenna Facility (COW or similar installation) on the Property or at some other location acceptable to Licensee and City, during relocation of the Premises.

City may, at its expense, perform tests as necessary to determine compliance of Licensee's Improvements located on the Premises with Federal radio frequency exposure limit rules, currently set forth at 47 C.F.R. Section 1.1310, or subsequent Federal rules as from time to time in effect.

Licensee shall conduct an initial test for compliance with Federal radio frequency exposure limit rules prior to placing Licensee's equipment, or that of any sub-lessees of Licensee, on the Premises into commercial operation, and Licensee shall perform additional tests upon any significant change in the equipment on the Premises, such as sub-agreements to third parties for them to install communications equipment on the Premises. All such testing shall be performed by a qualified radio engineer, and a copy of the test results shall be provided to all Parties. If such tests show noncompliance with applicable radio frequency exposure limit rules then in effect, then all communications equipment on the Premises shall be shut down (except for work necessary to bring it into compliance) until subsequent tests again show compliance with such rules.

6.2 Utilities. Licensee shall have the right to install utility lines serving the Premises, at Licensee's expense, and to improve the present utilities on the Property, all at Licensee's expense. City agrees to use reasonable efforts in assisting Licensee to acquire necessary utility service. Licensee shall install separate meters for utilities on the Property used by Licensee. License shall pay when due all charges for utilities serving the Premises during the Term of the Agreement. Licensee shall be permitted to install a backup power supply, generator or battery, permanent or temporary, on the Premises.

6.3 Grant of Easement. As partial consideration for the License Fee paid under this Agreement, City hereby grants Licensee an easement in, under and across a portion of the Property for ingress, egress, utilities and access to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to access and service the Premises and Licensee's Improvements at all times during the Initial Term of this Agreement and any Renewal Term (collectively, the "Easements"). The Easements are depicted on **Exhibit B** attached hereto. The Easements are non-exclusive, and City retains for itself, its lessees, successors and assigns, the right fully to use and enjoy said Easements and any roads or roadways located thereon. The term of the Easements shall commence upon the Commencement Date of this Agreement and shall continue until the last to occur of (i) expiration of this Agreement or (ii) removal by Licensee of all of its personal property from the Property, not to exceed thirty (30) calendar days after expiration of the Agreement. Licensee shall be responsible to restore all the Property and other City real property to its original condition after completion of construction conducted under the Easements.

6.4 Access. Licensee shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Term. City and its agents shall have the right to enter the Premises at reasonable times to examine and inspect the Premises and Licensee's Improvements; however, City, its employees or agents shall not impede or deny access to Licensee, its employees or agents. In the event that City must limit or prohibit access, or otherwise temporarily require the shutting down of Licensee's

services, City shall permit Licensee to place a COW or similar installation on the Property or at some other location acceptable to Licensee, at Licensee's costs. There shall be a fifty percent (50%) reduction in the then current License Fee until the Licensee's Improvements are in service and Licensee has full Access to Licensee's Improvements.

## SECTION 7
## ASSIGNMENT AND SUBLEASING

7.1 Assignment and Subleasing. Licensee shall have the right to assign or otherwise transfer this Agreement to any person or business entity which (i) holds a currently valid FCC license to provide to the public from the Premises what are commonly known as cellular telephone services; (ii) is a parent, subsidiary or affiliate of Licensee, is merged or consolidated with Licensee or purchases more than fifty percent (50%) of either an ownership interest in Licensee or the assets of Licensee in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located; and (iii) which has a credit rating from one of the three largest national credit rating agencies greater than or equal to than that of Licensee at the time of the assignment. Upon notice to City of such assignment, Licensee shall be relieved of all liabilities and obligations hereunder and City shall look solely to the assignee for performance under this Agreement and all obligations hereunder; provided assignee accepts this Agreement in full, without amendments or changes thereto, steps into the shoes of Licensee, including being responsible and liable for events or defaults which occurred prior to the assignment, and cures any outstanding defaults. City may still hold Licensee liable under this Agreement if the assignment is to an assignee which has a credit rating from one of the largest three national credit rating agencies lower than that of the Licensee at the time of assignment.

Additionally, Licensee may, upon notice to City, mortgage or grant a security interest in this Agreement and Licensee's Improvements, and may assign this Agreement and Licensee's Improvements to any bona fide mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Agreement. In such event, City shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. City agrees to notify Licensee and Licensee's Mortgagees simultaneously of any default by Licensee and to give Mortgagees the same right to cure any default as Licensee or to remove any property of Licensee or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Licensee. Failure by City to give Mortgagees such notice shall not diminish City's rights against Licensee, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Licensee or Mortgagees located on the Premises as provided in Section 15.6.

Any person or entity to which this Agreement is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Licensee arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to City an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to City, shall be the exclusive property of City, and shall not constitute property of the Licensee or of the estate of Licensee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting City's property under the preceding sentence not paid or delivered to City shall be held in trust for the benefit of City and be promptly paid to City.

City may assign or transfer this Agreement, and, upon written notice to Licensee of such assignment, shall be relieved of all liabilities and obligations hereunder provided that such assignee or transferee agrees in writing to fulfill the duties and obligations of the City in said Agreement, including the obligation to respect Licensee's rights to non-disturbance and quiet enjoyment of the Premises during the remainder of the Term hereof.

## SECTION 8
## INSURANCE, SUBROGATION AND INDEMNIFICATION

8.1 Insurance and Subrogation. Licensee shall provide commercial general liability insurance and pollution liability insurance in an aggregate amount of Five Million Dollars ($5,000,000) with a minimum combined single limit for each occurrence of One Million Dollars ($1,000,000); "All Risk" property insurance for its property replacements costs; and statutory Worker's Compensation Insurance as required by law at a minimum of One Million Dollars ($1,000,000); and Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Licensee and its employees with personal injury protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars ($2,000,000) as the combined single limit for each occurrence for bodily injury and property damage. City shall be named as an additional insured on the commercial general liability and pollution liability insurance and automobile liability policies and shall be provided with a Certificate of Insurance as requested by City at the Commencement Date of this Agreement and subsequently. Each insurance policy required under this Section shall require a thirty (30) day prior written notice to City upon any termination or material modification of such policy. Licensee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Licensee may maintain. All insurance policies may be written with commercially reasonable deductibles but not with retainages.

Licensee shall provide at the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of Licensee's Improvements. Upon completion of the installation of Licensee's Improvements, Licensee shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

Licensee shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, workers' compensation, commercial general liability, pollution liability and automobile liability insurance coverages of the type, with the restrictions, and in the amounts which Licensee is required to obtain under the terms of this Agreement.

The commercial general liability and pollution liability insurance and automobile liability policies required under this agreement shall name City and its elected officials, officers, employees and agents as additional insureds (collectively, "Additional Insureds"). Each policy which adds Additional Insureds hereunder, shall contain cross-liability wording, as follows:

> "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

Certificates of insurance for each insurance policy required to be obtained by Licensee in compliance with this Section shall be filed and maintained with City annually during the Term. City may request, and Licensee shall provide copies of the actual insurance policies required in lieu of, or in addition to, certificates of insurance required. Licensee shall advise City as soon as reasonably possible of any claim or litigation that may result in liability to City or material reduction in available limits of coverage under the insurance policies described above. All insurance policies maintained pursuant to this Agreement shall contain the following endorsement:

> "At least sixty (60) days prior written notice shall be given to City by the insurer of any intention not to renew such policy or to cancel same."

All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Nevada. All insurance carriers and surplus line carriers shall be rated A ("A") or better by A.M. Best Company.

Once during each calendar year during the Term of this Agreement, City may review the insurance coverages to be carried by Licensee. If City determines that higher limits of coverage are reasonably necessary to protect the interests of City or the Additional Insureds, Licensee shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense, but each new limit shall not exceed the corresponding limits set forth above escalated for inflation relative to the Commencement Date of this Agreement (computed according to the Consumer Price Index for All Urban Consumers, U.S. City Average).

8.2 Indemnification. City, subject to the limitations as set forth in Nevada Revised Statutes Chapter 41, and Licensee each agree to indemnify and hold harmless the other Party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (i) the negligent or grossly negligent acts or omissions by the indemnifying Party or the employees, agents, contractors, licensees, licensees and/or sub-licensees of the indemnifying Party; (ii) a breach of any obligation of the indemnifying Party under this Agreement; (iii) any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the indemnified Party by reason of any act or omission of the indemnifying Party, its personnel, employees, agents, trustees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or the indemnifying Party's failure to comply with any federal, state or local statute, ordinance or regulation. Notwithstanding the preceding, City shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Licensee's construction, maintenance, repair, use, operation, condition or dismantling of Licensee's Improvements, and Licensee hereby agrees to indemnify and hold harmless the City against and from any claim asserted or liability imposed upon the City for such injury or damage.

Licensee undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Licensee" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about the Property.

Notwithstanding the foregoing, indemnification under this Section 8 shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified Party or anyone claiming through the indemnified Party. Notwithstanding anything to the contrary in this Agreement, the Parties hereby confirm that the provisions of this Section 8.2 shall survive the expiration or termination of this Agreement.

In the event any action or proceeding shall be brought against a Party by reason of any matter for which the Party is indemnified under this Section 8.2, the indemnifying Party shall, upon notice from the indemnified Party, at the indemnifying Party's sole cost and expense, resist and defend the same with legal counsel mutually selected by the indemnifying Party and indemnified Party; provided however, that the indemnifying Party shall not admit liability in any such matter on behalf of the indemnified Party without the written consent of the indemnified Party and provided further that the indemnified Party shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the indemnifying Party.

## SECTION 9
## TERMINATION AND SURRENDER OF PREMISES

9.1 Termination. Except as otherwise provided herein, this Agreement may be terminated, without any penalty or further liability as follows:

9.1.1 Upon thirty (30) days written notice by City to Licensee, and, if applicable, pursuant to Section 7.1, if Licensee fails to cure a default for payment of amounts due under this Agreement within that thirty (30) day period; or

9.1.2 Immediately if within the first 180 days following the Commencement Date Licensee notifies City of unacceptable results of any title report, environmental or soil tests prior to Licensee's installation of Licensee's Improvements; or

9.1.3 Upon twelve (12) months written notice by Licensee if despite diligent effort by Licensee, Licensee is unable to obtain, maintain, or otherwise forfeits, cancels or has been canceled, or allows to expire without renewing any license, including, without limitation, an FCC license, permit or any Governmental Approval necessary for the installation and/or operation of Licensee's Improvements; or

9.1.4 Upon ninety (90) days' written notice by Licensee if destruction or damage to Licensee's Improvements substantially and adversely affects their effective use; or

9.1.5 At the time title, or the right to control or to occupy the Premises transfers to a condemning authority, pursuant to a taking of all or a portion of the Premises sufficient to render the Premises unsuitable for Licensee's use. City and Licensee shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9.2 Removal of Licensee Improvements upon Surrender. Within thirty (30) calendar days of the termination or expiration of this Agreement, Licensee shall remove its personal property and

equipment from the Property. In removing such personal property and equipment, Licensee shall not damage the Property. If the time for removal causes Licensee to remain on the Property after termination of this Agreement, Licensee shall pay the License Fee at the then existing Agreement fee rates until such time as the removal of the personal property and fixtures are complete.

9.3 Restoration of Premises Upon Surrender. Upon termination or expiration of this Agreement, Licensee shall, to the extent reasonable, restore the Property to its original condition at the commencement of this Agreement, including, without limitation, removal of all Licensee improvements and utilities installed by Licensee.

## SECTION 10
## DEFAULT AND RIGHT TO CURE

10.1 Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party shall have the right, but not the obligation, to terminate this Agreement on written notice (and, if applicable, pursuant to Section 6.1, to take effect immediately, if the other Party (i) fails to perform any material covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Agreement and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting Party.

Licensee shall be in default if it (i) fails to make any License Fee payment or other sums to City when due, and does not cure such default within ten (10) days after receipt of written notice from City of such failure; (ii) abandons or vacates the Premises; (iii) is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or (iv) if Licensee becomes insolvent.

In the event of a default, City shall have the right, at its option, in addition to and not exclusive of any other remedy City may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either: (1) Declare this Agreement at an end, in which event Licensee shall immediately remove Licensee's Improvements (and proceed as set forth in Section 9) and pay City a sum of money equal to the total of (i) the amount of the unpaid License Fees accrued through the date of termination; (ii) the amount by which the unpaid License Fees reserved for the balance of the Term exceeds the amount of such rental loss to City that could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount necessary to compensate City for all detriment proximately caused by Licensee's failure to perform its obligations under the Agreement, or (2) Without terminating this Agreement, relet the Premises, or any part thereof, for the account of Licensee upon such terms and conditions as City may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due City hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Licensee shall pay City any deficiency monthly, notwithstanding that City may have received rental payments in excess of the rental stipulated in this Agreement in previous or subsequent months, and City may bring an action therefore as such monthly deficiency shall arise.

No re-entry and taking of possession of the Premises by City shall be construed as an election on City's part to terminate this Agreement, regardless of the extent of renovations and alterations by City, unless a written notice of such intention is given to Licensee by City. Notwithstanding any reletting without termination, City may at any time thereafter elect to terminate this Agreement for such previous breach.

If suit shall be brought by City for recovery of possession of the Premises, removal of Licensee's equipment, for the recovery of any License Fees or any other amount due under the provisions of this Agreement, or because of the breach of any other covenant, the Licensee shall pay to the City all expenses incurred therefore, including reasonable attorney fees.

In the event of any default of this Agreement by Licensee, the City may at any time, after notice given as set forth in subsection (a) above, cure the default for the account of and at the expense of the Licensee. If City is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the City's rights under this Agreement, the sums so paid by City, with all interest, costs and damages shall be deemed to be License Fees otherwise due and shall be added to the License Fee and shall be due from the Licensee to City on the first day of the month following the incurring of the respective expenses.

## SECTION 11
## CONDEMNATION

11.1 Total Taking. If, during any time during which this Agreement is in force and effect, the entire Property shall be taken as a result of the exercise of the right of eminent domain, or if less than the entire Property shall be taken but it shall be determined by the Licensee in his or her reasonable judgment that the Premises cannot at a reasonable expense be repaired, restored, or replaced to a condition suitable for Licensee's intended use, this Agreement may, at the option of Licensee, be terminated by Licensee as of the date of such taking, and the rights of City and Licensee in and to the award upon any such taking shall be determined in accordance with this Section 11.

11.2 Partial Taking. If, during any time during which this Agreement is in force and effect, if less than the entire Property is taken but it shall be determined by the Licensee in his or her reasonable judgment that the Premises can be repaired, restored, or replaced to a condition suitable for Licensee's intended use, this Agreement shall not terminate but shall continue in full force and effect for the remainder of the Agreement Term. The rights of City and Licensee in and to the award upon any such taking shall be determined in accordance with this Section 11. Licensee shall, with due diligence, restore, repair, and replace that portion of the Premises not so taken to a condition suitable Licensee's intended use, having due regard for the design, construction, and character of the Premises existing before such taking.

11.3 Temporary Taking. If all or any portion of the Property is taken by the exercise of the right of eminent domain for governmental occupancy for a limited period of time, this Agreement shall not terminate and the Licensee shall continue to perform and observe all of his obligations as though such taking had not occurred except to the extent that the Licensee may be prevented from so doing by reason of such taking. The Licensee shall in no event be excused from the payment of the License Fee and all other sums and charges required to be paid under this Agreement.

11.4. Allocation of Taking Award. If all or a portion of the Property shall be taken by exercise of the right of eminent domain, the total award in any such proceeding or for any such injury or reduction in value shall be determined as follows:

11.4.1 In the event of any taking that results in the termination of this Agreement in

accordance with the provisions of this Section 11, then City and Licensee shall be entitled to prosecute claims in such condemnation proceedings for the value of their respective interests in the Property and Premises.

11.4.2. In the event of any taking of a portion of the Property or of the Premises that does not result in the termination of this Agreement in accordance with the provisions of this Section 11, then the City and Licensee shall be entitled to prosecute claims in such condemnation proceedings for the value of their respective interests affected by such taking.

11.4.3 As used in this Section 11, the phrase "taken as a result of the exercise of the right of eminent domain" shall mean a taking or damaging by eminent domain, or by inverse condemnation, or by deed or transfer in lieu thereof, for any public or quasipublic use under any statute or law. The taking shall, at the election of Licensee, be considered to take place as of the earlier of (i) the date actual physical possession is taken by the condemnor; or (ii) the date on which the right to compensation and damages accrues under the applicable law; or (iii) the date on which title vests in the condemnor.

11.5 Settlement. City shall not make any settlement with the condemning authority or convey any portion of the Property to such authority in lieu of condemnation or consent to any taking without the consent of Licensee, which consent shall not be unreasonably withheld, conditioned or delayed.

## SECTION 12
## DISPUTE RESOLUTION

12.1. Dispute Resolution. Except as otherwise provided in this Agreement, any controversy between the Parties arising out of this Agreement or breach thereof, is subject to the mediation process described below.

12.1.1 A meeting will be held promptly between the Parties to attempt in good faith to negotiate a resolution of the dispute. Individuals with decision making authority (in the case of the City, the authority to recommend decisions to the City Council) will attend the meeting regarding the dispute. If within twenty (20) days after such meeting the Parties have not succeeded in resolving the dispute (subject to approval by City Council), they will, within twenty (20) days thereafter submit the dispute to a mutually acceptable third party mediator who is acquainted with dispute resolution methods. City and Licensee will participate in good faith in the mediation and in the mediation process. The mediation shall be nonbinding. Neither Party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

12.1.2 The costs of mediation, including any mediator's fees, and costs for the use of the facilities during the meetings, shall be born equally by the Parties. Each Party's costs and expenses will be paid by the Party incurring them.

## SECTION 13
## QUIET ENJOYMENT

13.1 Quiet Enjoyment. Licensee, upon paying the License Fee and other payments herein required and upon performance of all the terms, covenants and conditions of this Agreement on its part to be kept, may quietly have, hold and enjoy the Property and Premises during the Term without any

disturbance from City or from any other person claiming through City, except as expressly provided otherwise in this Agreement.

## SECTION 14
## REPRESENTATIONS AND WARRANTIES

14.1 City's Representations and Warranties. In addition to any other representations and warranties made by City herein, City herby represents and warrant to Licensee, which representations and warranties are continuing in nature and shall survive throughout the Agreement, as follows:

14.1.1 There are no pending or, to the best of City's knowledge, threatened actions, suits, condemnation or other proceedings before or by any judicial body or any Governmental Authority against or affecting the Premises;

14.1.2 City has the full authority and power to execute this Agreement. This Agreement has been duly executed and delivered by City and constitutes the valid and legally binding obligation of City, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principals of equity;

14.1.3 City possesses good and marketable fee simple title to the Property;

14.1.4 Neither the execution or delivery of this Agreement, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which City or the Premises is subject; (ii) violate any provision of City's charter documents, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which City is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets);

14.1.5 City has not received any written notice nor does it have any knowledge of or intent to levy any special assessment, impose any utility connection moratorium or rezone the Premises.

14.1.6 No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority or third person on the part of City is required in connection with City's execution and delivery of this Agreement and the performance of its obligations hereunder; and

14.1.7 There are no unrecorded contracts, Agreements, easements or other agreements, or claim of any third party, affecting the use, title, occupancy or development of the Premises, and no person, firm or entity has any right of first refusal, option or other right to acquire all or any part of the Premises.

14.2 Licensee's Representations and Warranties. In addition to any other representations and warranties made by Licensee herein, Licensee hereby represents and warrants to City, which representations and warranties are continuing in nature and shall survive throughout the Agreement Term, as follows:

14.2.1 Licensee has the full authority and power to execute this Agreement. This Agreement has been duly executed and delivered by Licensee and constitutes the valid and legally binding obligation of Licensee, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally

and general principles of equity.

14.2.2 Neither the execution or delivery of this Agreement, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Licensee is subject; (ii) violate any provision of Licensee's articles of incorporation or bylaws, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Licensee is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

## SECTION 15
## MISCELLANEOUS

15.1 Incorporation of Recitals and Exhibits. The above Recitals and all Exhibits attached hereto are incorporated by this reference and expressly made part of this Agreement.

15.2 Non-Discrimination. Licensee promises, and it is a condition to the continuance of this Agreement, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sec, creed, national origin, sexual orientation, or ancestry related to the activities permitted under this Agreement and occupancy of the Property and Premises.

15.3 Force Majeure. If a Party is delayed or hindered in, or prevented from the performance required under this Agreement (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay. In the event that Licensee invokes this provision because damage to the Premises has hindered, delayed, or prevented Licensee from using the Premises, Licensee may immediately erect any temporary facilities on the Premises necessary to resume service, provided that such temporary facilities do not unreasonably interfere with City's use of the Property or ability to repair or restore the Premises. If, in City's sole and absolute discretion, it elects to repair or restore the Premises, upon completion of such repair or restoration, Licensee is obligated to repair or rebuild Licensee's Improvements in accordance with the terms of this document.

15.4 Bankruptcy. The Parties to this Agreement hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Term of this Agreement, Licensee shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.*, this Agreement is and shall be treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Bankruptcy Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

15.5 Successors and Assigns. This Agreement and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

15.6 Waiver of City's Lien. City hereby waives any and all lien rights it may have, statutory or otherwise, concerning Licensee's Improvements or any portion thereof, which shall be deemed personal

property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and City gives Licensee and mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Licensee's and/or Mortgagee's sole discretion and without City's consent. Should Licensee fail to remove Licensee's Improvements as required by this Agreement, then the waiver of lien rights is void.

15.7 Notice. 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 City: | Attn: Real Estate Administrator<br>City of Las Vegas<br>Department of Operations and Maintenance<br>333 North Rancho Drive, 8th Floor<br>Las Vegas, Nevada 89106 |
| To Licensee : | Attn: Property Management<br>Cricket Communications, Inc.<br>5887 Copley Drive<br>San Diego, California 92111 |
| With a Copy To: | Attn: Legal Department<br>Cricket Communications, Inc.<br>5887 Copley Drive<br>San Diego, California 92111 |

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.

15.8 Entire Agreement/Waiver. 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.

15.9 Cooperation. Each Party agrees to cooperate with the other in executing any documents, including a Memorandum of License, necessary to protect its rights or use of the Premises. The Memorandum of License may be recorded in place of this Agreement by either Party. In the event the Property is encumbered by a mortgage or deed of trust, City agrees, upon request of Licensee, to use reasonable efforts to obtain and furnish to Licensee a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Licensee. Licensee may obtain title insurance on its interest in the Premises. City agrees to execute such documents as the title company may reasonably require in connection therewith.

15.10 Governing Law/Venue/Waiver of Jury Trial. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. City and Licensee hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of City and Licensee, Licensee's use or occupancy of the Property and Premises, and/or any claim of injury or damage.

15.11 Partial Invalidity. 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.

15.12 Time is of the Essence. Time is of the essence of this Agreement and all terms, covenants and conditions hereof.

15.13 Headings. 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.

15.14 Real Estate Broker. If City is represented by any broker or any other leasing agent, City is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold Licensee harmless from all claims by such broker or anyone claiming through such broker. If Licensee is represented by any broker or any other leasing agent, Licensee is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold City harmless from all claims by such broker or anyone claiming through such broker.

15.15 Modification or Amendments. 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.

Upon approval of this Agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate Section of the City's Department of Operations and Maintenance 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. By way of example and not limitation, 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 Recorder's Office or the County Tax Assessors Office and recordings and filing with the City Clerk's Office.

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

principal of Cricket, a Delaware corporation, throughout the term hereof, Cricket, a Delaware corporation, shall notify City 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.

**CITY OF LAS VEGAS**

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____ 12/13/11
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By: _____ 11/16/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

**CRICKET COMMUNICATIONS, INC.**

By: _____

Name: TONY BENYOLA

Title: SR. REGIONAL DIRECTOR - WEST REGION

Notary Acknowledgments on Next Page

## NOTARY ACKNOWLEDGEMENTS

STATE OF NEVADA )
)ss.
COUNTY OF CLARK )

This instrument was acknowledged before me on the 13th day of December, 2011 by Carolyn G. Goodman as Mayor of the City of Las Vegas, a Nevada municipal corporation.

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2012

Stacey L Campbell
Notary Public

Cricket Communications Notary Acknowledgment Attached

## NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS )
)ss.
COUNTY OF COOK )

This instrument was acknowledged before me on the 27th day of October, 2011 by Tony Benyola as Senior Regional Director—West Region, of Cricket Communications, Inc.

Notary Public

OFFICIAL SEAL
LISA A. BARWACZ
Notary Public - State of Illinois
My Commission Expires Apr 29, 2012

EXHIBIT "A"

SITE MAP

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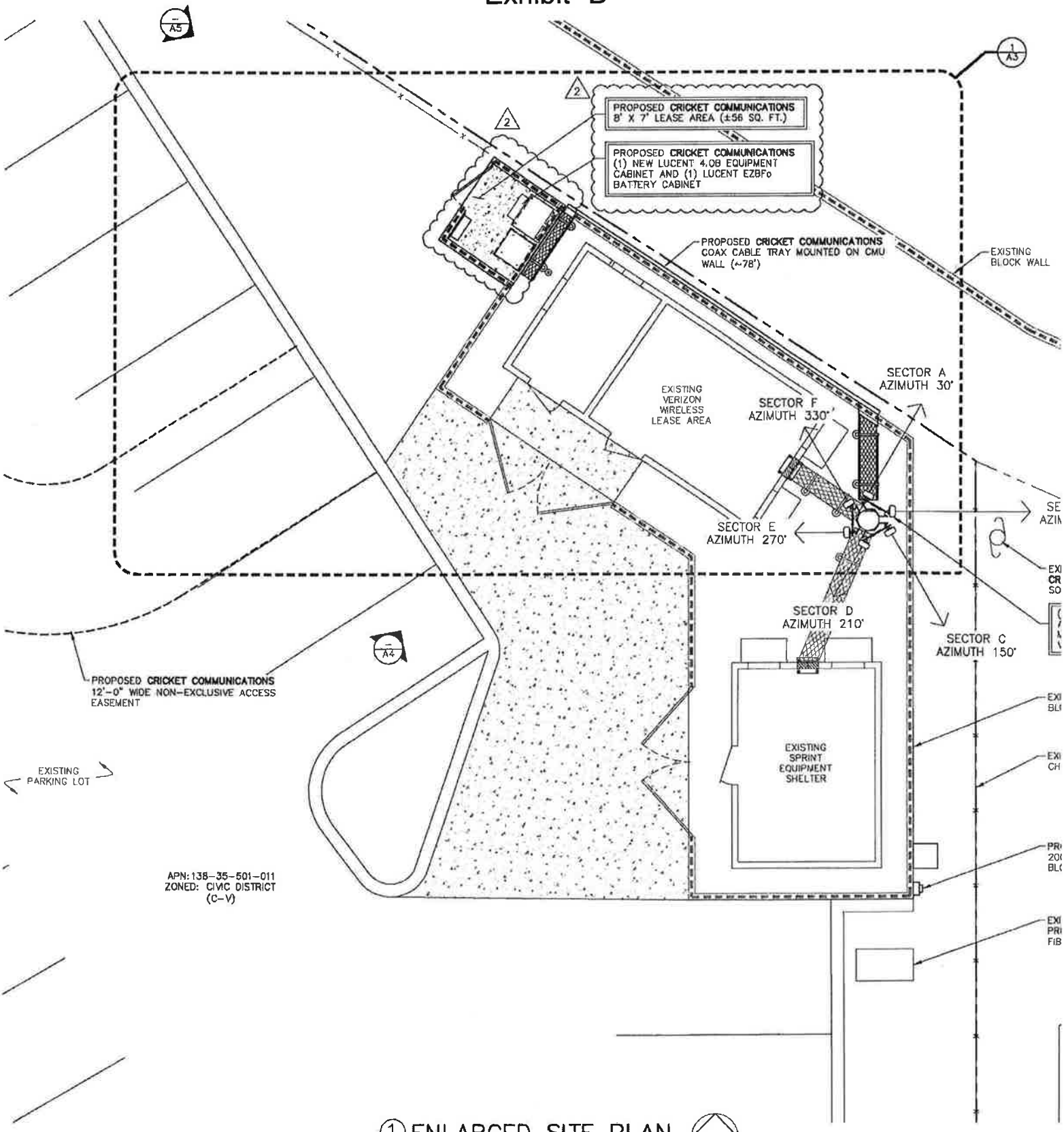
Prepared by the City of Las Vegas
Real Estate Section
7/25/11

# Exhibit "B"




① ENLARGED SITE PLAN
SCALE: 1" = 10'

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## EXHIBIT C

## CERTIFICATE
## DISCLOSURE OF OWNERSHIP/PRINCIPALS

### 1. Definitions

*"City"* means the City of Las Vegas.

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

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

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

### 2. Policy

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

### 3. Instructions

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

### 4. Incorporation

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

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

**(CONTINUED)**

| Block 1 | **Contracting Entity** |
|---|---|
| Name: | Cricket Communications, Inc. |
| Address: | 5887 Copley Drive<br>San Diego, California 92111 |
| Telephone: | (858) 278-2817 |
| EIN or DUNS: | 33-0879924 |

| Block 2 | **Description** |
|---|---|
| Subject Matter of Contract/Agreement: | |
| License Agreement for Wireless Communication System | |
| RFP #: | N/A |

| Block 3 | **Type of Business** | | | |
|---|---|---|---|---|
| Individual | Partnership | Limited Liability Company | X | Corporation |

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

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

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

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

**CRICKET COMMUNICATIONS, INC.**

**CORPORATE OWNERSHIP DISCLOSURE STATEMENT**

10/24/11

In accordance with *N.J.S.A.* 40:55D-48.1, please be advised Cricket Communications, Inc. is a Delaware corporation having offices at 5887 Copley Drive, San Diego, CA 92111. The only individual or entity owning ten percent (10%) or greater of the outstanding common stock of Cricket Communications, Inc. is:

Leap Wireless International, Inc.
5887 Copley Drive
San Diego, California 92111

The only individuals or entities owning more than ten percent (10%) of the outstanding stock of Leap Wireless International, Inc. are:

MHR Fund Management LLC
40 West 57th Street, 24th Floor
New York, New York 10019

Harbinger Capital Partners
One Riverchase Parkway South
Birmingham, Alabama 35244

T. Rowe Price Associates, Inc.
100 E. Pratt Street
Baltimore, Maryland 21202

**CRICKET COMMUNICATIONS, INC.'S**
**CORPORATE DISCLOSURE STATEMENT**

Cricket Communications, Inc. hereby submits its corporate disclosure pursuant to Fed. R. Civ. P. 7.1:

- Cricket Communications, Inc. is a wholly owned subsidiary of Leap Wireless International, Inc.;
- Leap Wireless International, Inc. ("Leap") has issued stock that is publicly traded;
- Other than as indicated above, no publicly traded corporation owns more than 10% of the stock of Cricket Communications, Inc. ("Cricket"); and
- To further enable the Court to evaluate possible conflict issues, Cricket states that, based solely on beneficial ownership information that has been filed with the Securities and Exchange Commission on Schedules 13D and 13G by beneficial owners of more than 5% of Leap common stock prior to the date hereof, Cricket believes that the following three entities have voting and investment power with respect to more than 10% of the total Leap stock outstanding: (i) entities affiliated with MHR Fund Management, LLC, (ii) Wellington Management Company, LLP and (iii) Capital Research Global Investors.

Dated: October 24, 2011

Leap/Cricket Board of Directors: 10/24/11

Dr. Mark H. Rachesky, M.D. - Chairman of the Board

John D. Harkey, Jr. - Director

S. Douglas ("Doug") Hutcheson - President and Chief Executive Officer

Ronald J. Kramer - Director

Robert V. LaPenta – Director

Mark A. Leavitt - Director

Richard R. Roscitt - Director

Robert E. Switz - Director

Michael B. Targoff - Director

Block 5

## Disclosure of Ownership and Principals—Alternate

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

Name of Attached Document: Ownership Disclosure; Corp. Disclosure; List of Directors

Date of Attached Document: 10/24/11

Number of Pages: three (3)

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.

Tony Bonyla
Name

10/27/11
Date

Subscribed and sworn to before me this 27 day of OCTOBER, 2011.

Notary Public

OFFICIAL SEAL
LISA A. BARWACZ
Notary Public - State of Illinois
My Commission Expires Apr 29, 2012