

**ATTACHMENT A**

**A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE A LEASE  
AGREEMENT WITH CLEARWIRE, LLC, FOR AN ANTENNA  
CO-LOCATION ON THE TOWER AT TOWN HALL**

**Resolution No. 100/2005-06**

WHEREAS, the Town owns the telecommunications tower located at 301 W. Main St.; and

WHEREAS, Clearwire LLC has expressed an interest in co-locating an antenna for their commercial wireless Internet service on the Town's tower; and

WHEREAS, the Board of Aldermen must approve all leases of tower space longer than one year and must treat leases of longer than 10 years as a private sale; and

WHEREAS, according to the General Statutes of the State of North Carolina, upon passage of this resolution the sale cannot be consummated until 10 days public notice of the intent to sell;

NOW THEREFORE BE IT RESOLVED, that the Board of Aldermen authorize the Town Manager to execute a contract with Clearwire LLC for the agreed upon term and agreed upon remuneration after the required ten days' public notice of the general terms of the lease.

COMMUNICATION TOWER AGREEMENT

THIS COMMUNICATION SITE LEASE AGREEMENT ("Agreement") dated and is effective as of \_\_\_\_\_, 2006, is between Clearwire LLC, a Nevada limited liability company ("Clearwire" or "Tenant"), and The Town of Carrboro, ("Owner" or "Landlord").

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Premises. Owner owns a parcel of land ("**Land**") and a telecommunications tower ("**Tower**") located in the City of Carrboro, County of Orange, State of North Carolina, with an address of 301 W. Main Street, Carrboro, NC 27510 (APN: 977-86-68-579). The Tower and the Land are collectively referred to herein as the "**Property**." The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("**Effective Date/Due Diligence Period**"), Owner hereby leases to Clearwire and Clearwire leases from Owner approximately forty-nine (49) square feet of Land and space adjacent to and/or on the Tower and all access and utility easements necessary or desirable therefore (collectively, "**Premises**") as may be described generally in Exhibit B annexed hereto.

2. Effective Date/Due Diligence Period. This Agreement shall be effective on the date of full execution hereof ("**Effective Date**"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 4 below ("**Due Diligence Period**"), Clearwire shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "**Investigations and Tests**") that Clearwire may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Clearwire determines, during the Due Diligence Period, that the Premises are not appropriate for Clearwire's intended use, or if for any other reason, or no reason, Clearwire decides not to commence its tenancy of the Premises, then Clearwire shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Clearwire expressly acknowledge and agree that Clearwire's access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Clearwire shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. Use. The Premises may be used by Tenant for any lawful activity in connection with the provisions of wireless communications services, including without limitation, the transmission and the reception of radio communication signals and the construction, maintenance and operation of related communications facilities. Landlord agrees, at no expense to Landlord, to cooperate with Tenant, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

4. Term. The term of this Agreement shall commence upon the date Tenant begins construction of the Tenant Facilities (as defined in Paragraph 6 below) or nine(9) months following the Effective Date, whichever first occurs ("**Term Commencement Date**") and shall terminate on the fifth anniversary of the Term Commencement Date ("**Term**") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for five (5) successive five (5) year periods ("**Renewal Terms**") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew at least thirty (30) days prior to commencement of the succeeding Renewal Term.

5. Rent. Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent FIFTEEN HUNDRED and 00/100 Dollars (\$1500.00) per month ("**Rent**"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Landlord at Town of Carrboro, 301 West Main Street, Carrboro, NC 27510; Attention: Finance Director. All of Tenant's monetary obligations set forth in this

Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 Form from Landlord. Rent shall be increased on each anniversary of the Commencement Date by an amount equal to three percent (3 %) of the Rent for the previous year.

6. Improvements.

6.1 Tenant has the right to construct, maintain, install, repair secure, replace, remove and operate on the Premises radio communications facilities, including but not limited to utility lines, transmission lines, an ice bridge(s), an air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefore ("**Tenant Facilities**"). In connection therewith, Tenant has the right to do all work necessary to prepare, add, maintain and alter the Premises for Tenant's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Title to the Tenant Facilities and any equipment placed on the Premises by Tenant shall be held by Tenant or its lenders or assigns and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Property. Any modifications to Tenant's Facilities shall require prior written approval from Landlord, and be subject to any applicable land use regulations.

7. Access and Utilities.

7.1 Landlord shall provide Tenant, Tenant's employees, agents, contractors, subcontractors and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Tenant. Landlord grants to Tenant, and Tenant's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Property, and such right and easement may be described generally in Exhibit B. Tenant shall supply to Landlord a list of names of those persons authorized by Tenant to have access to the Tenant Facilities, and ensure that list is updated as necessary.

7.2 Landlord shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways.

7.3 Tenant shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Tenant shall obtain separate utility service from any utility company that will provide service to the Property. In connection therewith, Landlord hereby grants to the local telephone, power and utility companies (as appropriate) non-exclusive rights to locate, construct, install, operate, maintain, repair, replace, alter, extend, and/or remove cables and lines on, over, under and across a portion of Landlord's Property as necessary or desirable therefore. Landlord agrees to sign such documents or easements, at no cost to Tenant or the utility companies, as may be required by said utility companies to provide such service to the Premises. Any easements or rights necessary for such power or other utilities will be at locations reasonably acceptable to Landlord and the servicing utility company.

8. Interference. Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("**FCC**") requirements including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Property, provided that the installation and operation of any such facilities predate the installation of the Tenant Facilities. Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Property or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use best efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.

9. Taxes. Tenant shall pay personal property taxes assessed against the Tenant Facilities and Landlord shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises or this Agreement.

10. Termination.

10.1 This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice. This Agreement may be terminated by Tenant without further liability for any reason or for no reason, provided Tenant delivers written notice of termination to Landlord prior to the Commencement Date.

10.2 This Agreement may also be terminated by Tenant without further liability on thirty (30) days prior written notice (i) if Tenant is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Tenant from installing, removing, replacing, maintaining or operating the Tenant Facilities or using the Premises in the manner intended by Tenant; (ii) if Tenant determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference, or (iii) or Tenant otherwise determines, within its sole discretion, that it will be unable to use the Premises for Tenant's intended purpose. Tenant shall only terminate under this Paragraph 10.2(iii) prior to the Commencement Date. If Tenant terminates this Agreement under the terms of this Paragraph 10.2, Tenant shall pay to Landlord an amount equal to six (6) months of the then current rent.

11. Destruction or Condemnation. If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance; Subrogation; and Indemnity.

12.1 Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

12.2 Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first-party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

12.3 Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party or its agents, employees or contractors in or about the Property. The duties described in this Paragraph 12.3 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

13. Assignment. Except as set forth in this paragraph, Tenant may not assign this Agreement, in whole or in part, nor may Tenant sublease any portion of the Premises without Landlord's prior written consent. Provided, however, that Tenant, so long as it is not in default of any term of this Agreement, may assign this Agreement to a related entity (an entity which owns or controls, or which is owned or controlled by, Tenant) without Landlord's consent. For purposes of this paragraph, an entity "controls" another entity if it owns more than 50% of the ownership interest in the other entity. In the case of an assignment to a related entity, Tenant shall notify

Landlord in writing in advance of the assignment, and the assignee must agree in writing to assume all Tenant's obligations under this Agreement for the assignment to be effective.

14. Title and Quiet Enjoyment.

14.1 Landlord represents and warrants that (i) it has full right, power, and authority to execute this Agreement, (ii) Tenant may peacefully and quietly enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods, (iii) it has obtained all necessary approvals and consents and taken actions as are necessary to enable Landlord to enter into this Agreement, and (iv) the Property and access rights are free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date. However, Tenant shall be responsible for seeking and obtaining any and all approvals and consents from such Federal, State and local governmental agencies as may be necessary to allow Tenant to install and operate the facility on the Premises.

14.2 Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title report shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises, Tenant shall have the right to terminate this Agreement immediately upon written notice to Landlord.

15. Environmental. As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any applicable law or regulation, and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any applicable law or regulation; (ii) no notice has been received by or on behalf of Landlord from any governmental entity or any person or entity claiming any violation of any applicable environmental law or regulation in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any applicable law or regulation. Without limiting Paragraph 12.3, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 15 by such party; and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Tenant, from operations in or about the Property by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Property by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 15 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. "**Hazardous Material**" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any applicable environmental law or regulation, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any applicable environmental law or regulation.

16. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise concerning the Tenant Facilities 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 Landlord gives Tenant 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 Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Tenant, to:	With a copy to:	If to Landlord, to:
Clearwire LLC Attn: Property Manager	Clearwire LLC Attention: Legal Department	Town of Carrboro 301 W. Main Street

5808 Lake Washington Blvd NE, Suite 300 Kirkland, WA 98033 Telephone: 425-216-7600 Fax: 425-216-7900	5808 Lake Washington Blvd NE, Suite 300 Kirkland, WA 98033 Telephone: 425-216-7600 Fax: 425-216-7900	Carrboro, NC 27510 919-918-7315 Attn: Town Manager
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Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

18. Marking and Lighting. Landlord represents that to the best of its knowledge the existing improvements at the Premises are in compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC, and that Landlord has not been notified of any violations of such requirements. Should Tenant be cited because the Property is not in compliance and should Landlord fail to cure the conditions of noncompliance, Tenant may either terminate this Agreement or proceed to cure the conditions of noncompliance at Landlord's expense, which amounts may be deducted from (and offset against) the Rent and any other charges or amounts due, or coming due, to Landlord. If the addition of the Tenant Facilities causes the need for marking and lighting requirements of the FAA and the FCC, in addition to any requirements that are in place at the time of the installation of the Tenant Facilities, Tenant shall be responsible for all costs associated with meeting those requirements.

19. Miscellaneous.

19.1 If Tenant is to pay Rent to a payee other than the Landlord, Landlord shall notify Tenant in advance in writing of the payee's name and address.

19.2 The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

19.3 If any provision of the Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19.4 Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

19.5 This Agreement shall be governed under law of the State of North Carolina, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. The appropriate court with jurisdiction in Orange County, North Carolina shall be the proper venue for any dispute arising from or related to this Agreement, and the parties hereto consent to jurisdiction and venue of such court.

19.6 A Memorandum of Agreement in the form attached hereto as Exhibit C may be recorded by Tenant confirming the (i) effectiveness of this agreement, (ii) expiration date of the Term, (iii) the duration of any Renewal Terms, and/or other reasonable terms consistent with this Agreement.

19.7 All Exhibits referred herein are incorporated herein for all purposes.

19.8 Landlord shall make a diligent and good faith effort to obtain a Nondisturbance Agreement for the benefit of Tenant from each lender with a security interest recorded upon the title to the Site at the time of execution of this Agreement.

19.9 This Agreement constitutes the entire Agreement between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.

19.10

:

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first above written.

**LANDLORD:**

**TENANT:**

Town of Carrboro,

Clearwire LLC, a Nevada limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

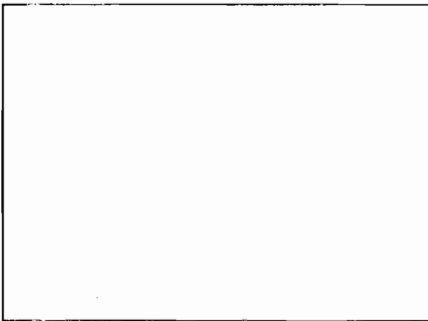
Date: \_\_\_\_\_

Tax I.D.: \_\_\_\_\_

STATE OF NORTH CAROLINA )  
 ) ss.  
COUNTY OF ORANGE )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of The Town of Carrboro, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



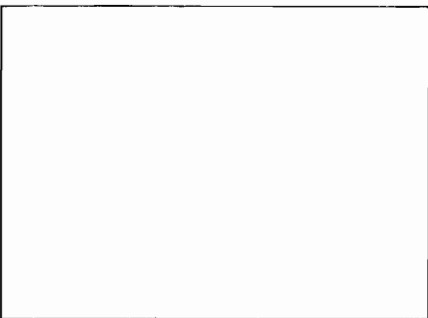
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\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that John A. Storch is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the VP Network Deployment of Clearwire LLC, a Nevada limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_



EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated \_\_\_\_\_, 2006, by and between The Town of Carrboro, , as Landlord, and Clearwire LLC, a Nevada limited liability company, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 977-86-68-579

**A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO**

**EXHIBIT B**

**DESCRIPTION OF PREMISES**

to the Agreement dated \_\_\_\_\_, 2006, by and between The Town of Carrboro, as Landlord, and Clearwire LLC, a Nevada limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

**A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO**

**Notes:**

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Property's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

EXHIBIT C

COMMUNICATIONS FACILITY

to the Agreement dated \_\_\_\_\_, 2006, by and between The Town of Carrboro, as Landlord, and Clearwire LLC, a Nevada limited liability company, as Tenant.

RECORDED AT REQUEST OF, AND WHEN RECORDED RETURN TO:

Clearwire LLC
5808 Lake Washington Blvd., Suite 300
Kirkland, WA 98033
Attn: Property Manager

MEMORANDUM OF AGREEMENT

APN: 977-86-68-579

This MEMORANDUM OF AGREEMENT is entered into on \_\_\_\_\_, 200\_\_\_\_, by The Town of Carrboro, with an address at 301 W. Main Street, Carrboro, NC 27510 (hereinafter referred to as "Owner" or "Landlord") and Clearwire LLC, a Nevada limited liability company, with an address at 5808 Lake Washington Boulevard, Suite 300, Kirkland, WA 98033 (hereinafter referred to as "Clearwire" or "Tenant").

1. Owner and Clearwire entered into a Communication Tower Agreement ("Agreement") dated as of \_\_\_\_\_, 200\_\_\_\_, effective upon full execution of the parties ("Effective Date") for the purpose of Clearwire undertaking certain Investigations and Tests and, upon finding the Property appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Clearwire's tenancy under the Agreement is for five (5) years commencing on the start of construction of the Tenant Facilities or nine (9) months following the Effective Date, whichever first occurs ("Term Commencement Date"), and terminating on the fifth anniversary of the Term Commencement Date with five (5) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "Premises") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

The Town of Carrboro,
<Entity>

By: EXHIBIT ONLY - DO NOT EXECUTE

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT:

Clearwire LLC,
a Nevada limited liability company

By: EXHIBIT ONLY - DO NOT EXECUTE

Name: \_\_\_\_\_

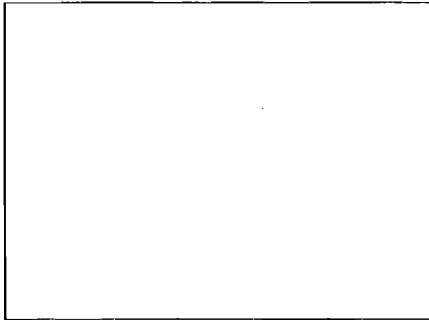
Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NORTH CAROLINA )  
 ) ss.  
COUNTY OF ORANGE )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of The Town of Carrboro, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



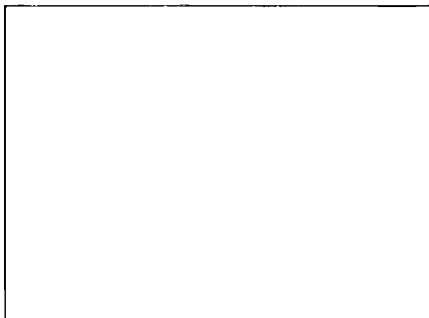
(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that John A. Storch is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the VP Network Deployment of Clearwire LLC, a Nevada limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_