

CONSENT TO SUBLEASING OF SPECIFIED PREMISES

This CONSENT TO SUBLEASING OF SPECIFIED PREMISES ("Consent") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, together with any of its subsidiaries or affiliates that may enter into the Lease (defined below) including Sprint PCS Assets, L.L.C., a Delaware limited liability company ("LESSEE"), hereinafter collectively referred to as the "Parties." This Consent shall be effective on the first day of the first month following the date of execution by CITY ("Effective Date"), once the Consent is approved by the San Diego City Attorney.

RECITALS

- A. On May 5, 2007, the Parties entered into that certain CITY OF SAN DIEGO TELECOM MASTER LEASE AGREEMENT ("Lease").
- B. Under the Lease, LESSEE leased from CITY certain premises owned by CITY for a period of ten (10) years expiring on January 31, 2017 for the purposes of installing, constructing, modifying, maintaining, operating, and removing various wireless communication facilities on those premises.
- C. Pursuant to Section 5.1 of the Lease, LESSEE may not sublet the various premises, or any part of those premises, or any right or appurtenant privilege to those premises, without CITY'S prior written consent in each instance.
- D. Pursuant to Section 5.1.3 of the Lease, CITY'S approval of any sublease shall be conditioned upon the sublessee agreeing in writing that it will assume the rights and obligations subleased and that the sublessee will keep and perform all covenants, conditions, and provisions of the Lease which are applicable to the rights acquired.
- E. LESSEE desires to sublease seven (7) of the premises identified and described in the Lease, each of which is specified in Exhibit A of this Consent ("Specified Premises"), to Clear Wireless LLC, a Nevada limited liability company ("SUBLESSEE"), pursuant to the terms and conditions set forth in a Site Agreement for each of the Specified Premises between LESSEE and SUBLESSEE ("Specified Subleases").
- F. Pursuant to the terms and conditions of this Consent, CITY will consent to the subleasing of the Specified Premises by LESSEE to SUBLESSEE and the modifications contemplated by such subleasing, effective as of the Effective Date of this Consent.

FOR VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CITY'S Consent. Subject to the terms and conditions of this Consent, CITY hereby consents to the subleasing of the Specified Premises by LESSEE to SUBLESSEE and those modifications that are approved in writing by CITY.



2. Compliance with Lease; Subordination.

2.1 Compliance with Lease. LESSEE shall expressly require SUBLESSEE to keep and perform all covenants, conditions, and provisions of the Lease which are applicable to the rights and obligations assumed by SUBLESSEE under the Sublease. LESSEE acknowledges and agrees that any failure by SUBLESSEE to keep and perform any such covenants, conditions, and provisions of the Lease shall be grounds for CITY'S revocation of this Consent and shall constitute a default by LESSEE of the Lease and be subject to the remedies described in Section 6.2.2 of the Lease. LESSEE shall not modify or amend the Specified Subleases without the prior written consent of CITY, which consent may not be unreasonably withheld.

2.2 Subordination. The Specified Subleases shall, at all times, be subordinate to the Lease and this Consent. CITY shall not be bound by any term or condition in the Specified Subleases which in any way conflicts with CITY'S rights or increases CITY'S obligations under the Lease or this Consent. Any conflict between the Lease or this Consent and the Specified Subleases shall be construed or resolved in favor of the Lease or this Consent.

2.3 Requirements Imposed by LESSEE.

LESSEE shall require that SUBLESSEE expressly assume the rights and obligations granted by LESSEE to SUBLESSEE under the Specified Subleases. In addition, LESSEE shall require that SUBLESSEE expressly agree and acknowledge that the Specified Subleases and any rights granted to SUBLESSEE there under are subject and subordinate to the Lease, and to the extent of any conflict between the Specified Subleases and the Lease, that the terms and conditions contained in the Lease will control.

3. Term. This Consent shall be effective as of the Effective Date and expire upon the expiration or earlier termination of the Lease ("Term"). "Sublease Year" shall mean each twelve (12) month period during the Term, commencing on January 1, 2011.

4. Transaction Processing Fee. Upon execution of this Consent by LESSEE, LESSEE shall pay CITY a one-time, non-refundable transaction processing fee in the amount of \$600 (six hundred dollars) for each of the Specified Premises. Such payment shall be due to CITY within thirty (30) days of LESSEE'S receipt of a fully executed copy of this Consent.

5. Sublease Rent.

5.1 Amount. As consideration for the subleasing of the Specified Premises by LESSEE to SUBLESSEE, LESSEE shall pay to CITY rent in the amount of \$15,000 (Fifteen Thousand Dollars) for each of the Specified Premises per Sublease Year ("Sublease Rent"), regardless of the amount payable by SUBLESSEE to LESSEE under each of the Specified Subleases and regardless of whether any amount is actually paid by SUBLESSEE to LESSEE under each of the Specified Subleases. This Sublease Rent is

subject to annual adjustments as of the first day of the second Sublease Year and each Sublease Year thereafter, as follows:

Sublease Year Two	\$15,450
Sublease Year Three	\$15,914
Sublease Year Four	\$16,391
Sublease Year Five	\$16,883
Sublease Years Six	\$17,389
Sublease Year Seven	\$17,911

The above rent schedule reflects an annual rent escalation equal to three percent (3%) over the annual rent for each preceding Sublease Year.

5.2 Time and Place of Payment. In performing its obligations under Section 5.1 above, LESSEE shall pay CITY the Sublease Rent required under this Consent annually, in advance, on or before the first day of each Sublease Year. All remaining provisions contained in Sections 4.3 and 4.4 of the Lease shall apply with equal force to the Sublease Rent required under this Consent. LESSEE acknowledges and agrees that any failure by LESSEE to pay CITY the Sublease Rent in accordance with this section shall be grounds for CITY'S revocation of this Consent and shall constitute a default by LESSEE of the Lease and be subject to the remedies described in Section 6 of the Lease.

5.3 Satisfaction of Revenue Sharing Provision. CITY acknowledges that the Sublease Rent paid by LESSEE to CITY for each of the Specified Premises is in full satisfaction of the revenue sharing provision contained in Section 5.1.4 of the Lease, and that no other fees or costs are due from LESSEE in connection with such subleasing except as otherwise provided in this Consent.

6. Notices. Notices shall be given and addressed as provided in the Lease.

7. Miscellaneous.

7.1 Written Agreement. This Consent contains the complete agreement between the Parties relating to the subleasing of the Specified Premises by LESSEE to SUBLESSEE, and there are no promises, representations, agreements, warranties, or inducements, either expressed orally or implied between the Parties, except as set forth herein. No term or condition of this Consent may be changed in any respect except by written agreement between the Parties.

7.2 Governing Law. This Consent shall be governed, construed, and enforced in accordance with the laws of the State of California.

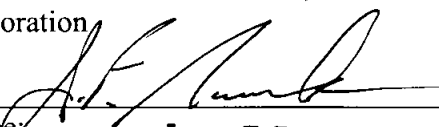
7.3 Legal Proceedings. In the event of any controversy, claim, or dispute relating to this Consent, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including, without limitation, attorney fees and costs. The "prevailing party" shall be the party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

7.4 Authority to Execute and Deliver Consent. Each individual executing this Consent on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Consent on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Consent is binding upon such person or entity in accordance with its terms. Each person executing this Consent on behalf of another person or legal entity shall provide CITY with evidence, to the CITY'S reasonable satisfaction, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

IN WITNESS WHEREOF, this Consent is executed to be effective as of the Effective Date.

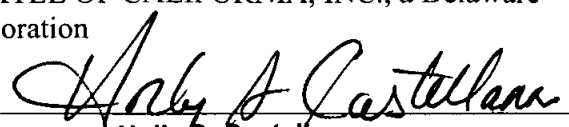
Date: 8/13/10

THE CITY OF SAN DIEGO, a California municipal corporation

By: 
Name: James F. Barwick, CCIM
Title: Director, Real Estate Assets

Date: 8-10-10

LESSEE:
NEXTEL OF CALIFORNIA, INC., a Delaware corporation

By: 
Name: Holly S. Castellanos
Title: Manager, Real Estate

Date: 8-10-10

SPRINT PCS ASSETS, L.L.C., a Delaware limited liability company

By: 
Name: Holly S. Castellanos
Title: Manager, Real Estate

APPROVED AS TO FORM AND LEGALITY:

Date: 8/13/10

JAN I. GOLDSMITH, City Attorney

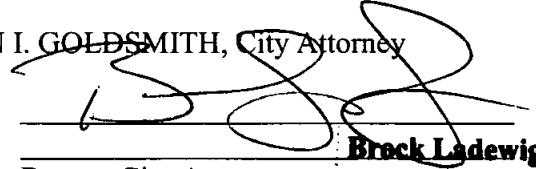
By: 
Brock Ladewig
Deputy City Attorney Deputy City Attorney

Exhibit A

Specified Premises

<u>Location</u>	<u>City ID Number</u>	<u>Lessee ID Number</u>	<u>Sublessee ID Number</u>
6780 Aviation Drive (Encanto Standpipe)	S712WM TELECM/834	Nextel: CA5142	CA-SDG5119
6508 Wunderlin Ave (Encanto Park)	S707RD TELECM/834	Sprint: SD34XC666	CA-SDG5138
2850 54 th Street (Fire Station 26)	R601FS TELECM/834	Sprint: SD34XC669	CA-SDG5181
5510 Kiowa Drive (Lake Murray PS)	O709WM TELECM/834	Sprint: SD34XC689	CA-SDG5275
1405 Diamond Street (Pacific Beach Park)	O203RD TELECM/834	Sprint: SD36XC279	CA-SDG5281
11496 Weatherhill Way (Miramar Ranch North Reservoir)	I615WR TELECM/834	Sprint: SD60XC012	CA-SDG5462
12225 Spring Canyon Rd (Scripps Ranch Reservoir)	I701WR TELECM/834	Nextel: CA6982	CA-SDG5173

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