

FIRST AMENDMENT TO REVOCABLE LICENSE

This **First Amendment to Revocable License Agreement** ("First Amendment") is entered into by and between The Board of Education of the City of Chicago, as Licensor ("Licensor") and Clear Wireless, L.L.C., a Nevada limited liability company, as Licensee ("Licensee").

RECITALS

A. Licensor and Licensee entered into that certain Revocable License Agreement, dated January 21, 2010 (the "Agreement"), pursuant to which Licensor agreed to permit Licensee to install certain equipment at that certain property commonly known as **Lincoln Park High School, 2001 North Orchard Street**, Chicago, Illinois 60614 ("Property");

B. Licensor and Licensee desire to modify the Agreement to replace Exhibit "B" to the Agreement with Exhibit "B" attached to this First Amendment.

AGREEMENT

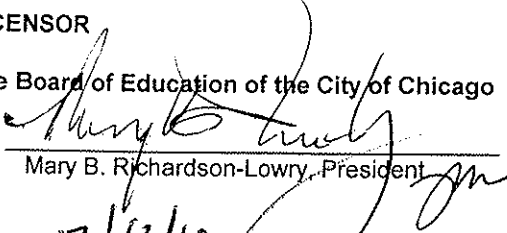
NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows.

1. Incorporation of Recitals. The foregoing recitals are incorporated into this First Amendment by reference as if fully set forth in the body of this First Amendment.
2. Commencement Date. Section 1.7 of the Agreement is hereby modified to provide that the Commencement Date shall be "July 1, 2010."
3. Exhibit "B". Exhibit "B" attached to the Agreement is hereby deleted and replaced with Exhibit "B" attached to this First Amendment.
4. Full Force and Effect. Except as specifically modified by the terms of this First Amendment, all of the terms, definitions, covenants and provisions of the Agreement remain in full force and effect and are not otherwise revised, amended or changed.
5. Conflict. In the event of any conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control.
6. Whole Agreement. The mutual obligations of the parties as provided herein are the sole consideration for this First Amendment, and no representations, promises or inducements have been made by the parties other than as appear in this First Amendment. This First Amendment may not be amended except in writing signed by both parties.


IN WITNESS WHEREOF, Licensor and Licensee have executed this First Amendment to Revocable License as of the 12th day of July, 2010.

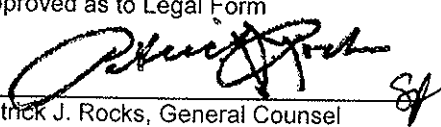
LICENSOR

The Board of Education of the City of Chicago

By: 
Mary B. Richardson-Lowry, President


Date: 7/12/10

Attest: : 
Estela G. Beltran, Secretary

Approved as to Legal Form

Patrick J. Rocks, General Counsel

LICENSEE

Clear Wireless, LLC, a Nevada limited liability company

By: 

Title: SCOTT WAGNER
NETWORK DEPLOYMENT-MARKET MANAGER

Date: 6/3/10

Board Report No. 05-0727-OP1 as amended by 06-0927-OP1-113

EXHIBIT "B"

RENEWAL TERM LICENSE FEE

<u>RENEWAL TERM</u>	<u>ANNUAL LICENSE FEE</u>
1 July 1, 2014-June 30, 2017	\$30,000.00
2 July 1, 2017-June 30, 2020	\$37,500.00
3 July 1, 2020-June 30, 2023	\$46,875.00
4 July 1, 2023-June 30, 2026	\$58,593.75