APPENDIX

FIBER USE AGREEMENT BETWEEN
SOUTHERN CALIFORNIA EDISON COMPANY
AND
CLEAR WIRELESS LLC

This FIBER USE AGREEMENT ("Agreement") made as of this 12th day of January, 2010, ("Effective Date") by and between SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") a California corporation, and CLEAR WIRELESS, LLC ("CUSTOMER"), a Nevada limited liability corporation, each individually a "Party" and collectively the "Parties". This agreement is made with reference to the following facts among others:

RECITALS

SCE is a public utility company regulated by the California Public Utilities Commission ("CPUC") and is primarily engaged in the business of transmitting and distributing electrical power to electric utility customers located within its Southern California electric service territory by means of poles and conduits constructed by SCE for this purpose.

CUSTOMER is a limited liability corporation licensed to do business in California and is primarily an internet company engaged in the business of wireless broadband internet transmission to internet subscribers located in California and throughout the USA.

As part of the development of its telecommunications system and subject to the approval of the CPUC, CUSTOMER has agreed to lease from SCE, and SCE has agreed to lease to CUSTOMER, certain fiber optic capacity on SCE's fiber optic network.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements and undertakings contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. GRANT OF LEASE TO USE FIBERS UPON COMPLETION OF INSTALLATION AND TESTING.

SCE intends to lease to CUSTOMER, and CUSTOMER intends to lease from SCE, two (2) optical fibers (the "Fibers") in fiber optic telecommunications cables located on a route as shown on Exhibit A ("Route" or "Routes," as the context requires). A [redacted] mile portion of the Route already exists and a [redacted] mile portion needed to complete the Route will be constructed by SCE as described below and in Section 3. These two fibers are being provisioned as a pair and neither Party may terminate only one fiber in the pair. The Parties have agreed that the demarcation points for each Route shall be as described in Exhibit A ("Demarcation Points").

The Parties acknowledge that a portion of the Route has not yet been designed, engineered or constructed and that SCE may change the path of the Route for reasons including the inability to obtain easements or licenses on commercially reasonable terms, delays in obtaining construction permits, or lack of available space on or in poles or conduits. SCE will use commercially reasonable industry standard efforts to construct between the Demarcation Points shown on Exhibit A, but not necessarily along the exact Route shown on Exhibit A.

Upon completion of the installation of the telecommunications cables along the Route, SCE will test the Fibers in accordance with the acceptance testing standards in Exhibit B and will provide the results in writing to CUSTOMER with fiber assignment numbers for the two (2) Fibers in the

telecommunication cable to be leased to CUSTOMER. Such notification of completion will provided to CUSTOMER as soon as possible after the test results are completed. Within ten (10) business days of the date on which SCE notifies CUSTOMER of the acceptance testing results, CUSTOMER shall provide SCE with a written acceptance of the two Fibers or state the reason for not accepting the Fibers.

In the event of any good faith rejection by CUSTOMER, SCE shall take such action as reasonably necessary, and as expeditiously as practicable, to correct or cure such defect or failure, and the process of Fiber Acceptance Testing, notice to CUSTOMER and acceptance shall be repeated with respect to such rejected Fibers.

If CUSTOMER does not provide SCE with a written acceptance or state the reason for not accepting the Fibers within ten (10) business days of the date on which SCE provides notice of the acceptance testing results, CUSTOMER will be deemed to have accepted the two Fibers. Upon receipt of CUSTOMER's written acceptance of the Fibers or "deemed acceptance," SCE will automatically grant to CUSTOMER an exclusive lease to the two Fibers assigned to CUSTOMER, which shall be the "Acceptance Date" for this Agreement.

CUSTOMER acknowledges that the lease granted hereunder does not include the right to enter the property upon which the Fibers are located, except as specifically permitted in this Agreement.

During the term of this Agreement, CUSTOMER shall also have the right to connect the Fibers to its equipment on its side of the Demarcation Points shown on Exhibit A. Such connections shall be made and maintained at CUSTOMER 's sole cost and expense and shall comply in all respects with the requirements of this Agreement. CUSTOMER's rights hereunder shall not include the right to connect to the Fibers on SCE's side of the Demarcation Points shown on Exhibit A.

2. CONDITIONS TO LEASE.

The lease granted pursuant to this Agreement is subject to the following terms and conditions:

2.1 CPUC JURISDICTION AND APPROVAL.

The lease is subject to approval by the CPUC. CUSTOMER acknowledges that SCE cannot begin construction of the new portion of the Route until the CPUC approves the lease described herein. If the CPUC does not approve the lease, then either party may terminate this Agreement without any termination liability.

SCE shall make the application to the CPUC in a professional manner. SCE will provide CUSTOMER with a file-ready draft for their approval within fifteen (15) business days from the Effective Date. SCE will also provide CUSTOMER with all CPUC notices and decisions related to this Agreement. SCE makes no representation or warranty concerning its ability to secure said order or how long the application process will take however, SCE believes that this Agreement is consistent with criteria used by the CPUC for approval of dark fiber leases by SCE.

2.2 CHANGES IN REGULATION.

In the event that any regulatory authority issues any final decision, ruling or order that materially and adversely affects SCE's ability to perform in accordance with the terms, covenants and

conditions of this Agreement during the term, SCE may terminate this Agreement or any affected Route or Routes upon sixty (60) days written notice to CUSTOMER (unless the decision, ruling or order makes it necessary for SCE to provide a shorter notice period) without incurring any termination liability. If a termination pursuant to this section occurs prior to Acceptance, CUSTOMER shall receive a full refund of its One-Time Payments already paid to SCE, less the total of all costs incurred by SCE in connection with performing its obligations under this Agreement. If a termination pursuant to this section occurs after Acceptance, CUSTOMER shall only be required to pay the fees or charges incurred to the date of termination.

2.3 CUSTOMER OBLIGATIONS.

CUSTOMER shall obtain all applicable licenses, permits, approvals or consents necessary to operate as an internet service provider in California. In the event that any regulatory authority issues any final decision, ruling or order that materially and adversely affects CUSTOMER's ability to perform in accordance with the terms, covenants and conditions of this Agreement including failure to obtain such approvals through no fault of its own, during the term, shall not be a material breach and CUSTOMER may terminate this Agreement or any affected Route or Routes upon sixty (60) days written notice to SCE (unless the decision, ruling or order makes it necessary for CUSTOMER to provide a shorter notice period) without incurring any liability, except for amounts accrued up to date of termination.

2.4 ACQUISITION OF REAL PROPERTY RIGHTS AND PERMITS.

The Parties recognize that the existing SCE distribution system on which the Fibers are to be installed has been constructed on rights of way that may be owned by SCE in fee or by grant of an easement or license or as a result of statutory grant resulting from SCE's status as a public utility under the laws of the State of California, and that some significant portion of these rights of way may not include grants of a right to construct or lease facilities such as the Fiber without obtaining further rights from the present owners of such rights of way. To the extent SCE determines that such rights of way permit construction and operation of facilities such as the Fiber for use by CUSTOMER without further grants, and CUSTOMER concurs with SCE's determination, SCE agrees to allow CUSTOMER to use such rights of way for the purpose described in this Agreement.

On a mutually convenient date after SCE completes its property rights analysis of the Routes, the Parties shall meet and assess the adequacy of these property rights. Either Party may elect to terminate this Agreement without liability to the other Party by sending a written notice of termination as provided in Section 24 within one (1) week of the meeting. If either Party elects to terminate the Agreement, CUSTOMER shall receive a full refund of its One-Time Payments already paid to SCE, less the total of all costs incurred by SCE in connection with performing its obligations under this Agreement. The total amount withheld by SCE shall not exceed the total One-Time Fee. The Parties may also agree to proceed with acquisition of the required property rights or to redesign the Routes in an attempt to reduce the property rights that must be obtained.

If the Parties elect to redesign the Route, the process described above, including the right to terminate the agreement without liability, shall be repeated for the redesigned Route. If the Parties elect to proceed with the acquisition of additional rights, SCE shall use commercially reasonable efforts to negotiate such rights from the property owners. SCE shall not be required to condemn for any property right on the Route. If SCE is unable to secure all required property rights needed for the Route, CUSTOMER may, at its sole discretion and expense, attempt to

obtain such rights either through further negotiations with the property owner or by condemnation. If CUSTOMER elects to attempt to secure such rights they shall be in a form of easement substantially similar to the easement form in Exhibit C. In the event that CUSTOMER does not secure the required rights through negotiation or condemnation, CUSTOMER may notify SCE that it is terminating the Agreement or request a meeting with SCE to discuss alternative arrangements for proceeding. If the Parties are unable to reach agreement on alternative arrangements for proceeding, either Party may terminate the Agreement without liability to the other Party by sending a written notice of termination as provided in Section 24 within one week of the meeting to discuss alternative arrangements. If either Party elects to terminate the Agreement, CUSTOMER shall receive a full refund of its One-Time Payments already paid to SCE, less the total of all costs incurred by SCE in connection with performing its obligations under this Agreement. The total amount withheld by SCE shall not exceed the total One-Time Fee.

CUSTOMER also acknowledges that before SCE can install the fiber optic cable SCE may have to obtain construction or other permits from various governmental agencies. SCE shall not install fiber optic cables along any portion of the Routes for which a necessary permit has not been obtained. In the event that any permit request is denied, unduly delayed, or conditioned upon the acceptance of terms that SCE deems unreasonable, SCE shall request a meeting with CUSTOMER to discuss alternative arrangements for proceeding. If the Parties are unable to reach agreement on alternative arrangements for proceeding, either Party may terminate the Agreement without liability to the other Party by sending a written notice of termination as provided in Section 24 within one week of the meeting to discuss alternative arrangements. If either Party elects to terminate the Agreement, CUSTOMER shall receive a full refund of its One-Time Payments already paid to SCE, less the total of all costs incurred by SCE in connection with performing its obligations under this Agreement. The total amount withheld by SCE shall not exceed the total One-Time Fee.

2.5 TERMINATIONS.

A termination pursuant to this Section 2 shall not constitute a default.

3. ROUTE CONSTRUCTION.

SCE will design, engineer, and construct those portions of the Routes that are not already in existence as of the Effective Date of this Agreement in conformity with its customary and usual practices for the construction of fiber optic cables, and the requirements of this Agreement.

The Parties acknowledge that a variety of factors will influence when the Routes are completed, including the number of easements that must be obtained and the time needed to obtain them, and delays in the permitting process and restrictions on construction imposed by the permitting agency. SCE shall use commercially reasonable efforts to complete the construction and testing of the Fibers along the Route within one-hundred twenty (120) days of the date of the approval of the lease by the CPUC, as described in Section 2.1.

SCE will design, engineer and construct those portions of the Routes that are not already in existence as of the Effective Date of this Agreement at its sole cost and expense; provided, however, that if this Agreement is terminated pursuant to Section 2.4, then SCE's reasonably incurred costs of designing, engineering and constructing those portions of the Routes that are not already in existence as of the Effective Date of the Agreement, to the date of termination, shall be allocated as described in Section 2.4.

4. CUSTOMER'S RESPONSIBILITIES FOR CONNECTIONS, EQUIPMENT, AND SET-UP.

4.1 CONNECTION TO FIBERS.

CUSTOMER shall be solely responsible for connecting its cable or equipment to the Fibers at the Demarcation Points shown in Exhibit A. These connections must be made on CUSTOMER's side of the Demarcation Point. CUSTOMER shall make no changes in the location of these connections without SCE's prior written consent. CUSTOMER shall be solely responsible for installing, maintaining, repairing or replacing any connections, and for complying at all times with all applicable safety codes, ordinances, laws, regulations and rules. CUSTOMER shall be solely responsible for the cost of installing and maintaining these connections. CUSTOMER shall not perform any work related to connecting its fiber to SCE's Fibers for which a necessary permit has not been obtained. In the event that CUSTOMER does not secure all required rights, CUSTOMER may notify SCE that it is terminating the Agreement or request a meeting with SCE to discuss alternative arrangements for proceeding. If the Parties are unable to reach agreement on alternative arrangements for proceeding, either Party may terminate the Agreement without liability to the other Party by sending a written notice of termination as provided in Section 24 within one week of the meeting to discuss alternative arrangements. If either Party elects to terminate the Agreement, CUSTOMER shall receive a full refund of its One-Time Payments already paid to SCE, less the total of all costs incurred by SCE in connection with performing its obligations under this Agreement. The total amount withheld by SCE shall not exceed the total One-Time Fee.

4.2 EQUIPMENT.

CUSTOMER shall be responsible for providing any equipment to use the Fibers to provide communications services to its customers. CUSTOMER acknowledges and agrees that SCE is not obligated to supply any optical or electrical equipment; nor is SCE responsible for: (1) performing any work, other than as specified in this Agreement; (2) providing other facilities including, without limitation, generators, batteries, air conditioners, fire protection and monitoring and testing equipment (3) any installation, repair or maintenance for equipment or facilities provided by CUSTOMER.

4.3 SET-UP AT THE POINTS OF PRESENCE.

Throughout the term of this Agreement, CUSTOMER shall provide SCE the service requirements in Exhibit D at CUSTOMER's sole cost and expense.

4.4 CUSTOMER'S ACCESS TO SCE PROPERTY.

Unauthorized access to SCE property creates safety issues for CUSTOMER, SCE, and the public. Unauthorized access in certain situations may violate homeland security requirements and subject CUSTOMER or SCE to civil or criminal penalties. CUSTOMER and its employees or agents shall comply with all requests to cease work for any reason when on SCE property.

4.5 CUSTOMER PROBLEMS

SCE has no obligation to notify CUSTOMER of any problems with CUSTOMER's equipment, fiber, or facilities of which SCE may become aware as a result of any visits to CUSTOMER's facilities..

5. AVAILABILITY AND USE OF FIBERS.

5.1 FIBER RELIABILITY.

If the "attenuation" (loss of light amplitude) of any of the Fibers deviates more than twenty-five percent (25%) from the attenuation specified in Exhibit B (hereinafter referred to as "Attenuation Deviation"), SCE shall repair or replace such Fibers at its sole cost within thirty (30) days following receipt of written notice of such condition from CUSTOMER. If SCE fails to do so, then, as its sole remedy, CUSTOMER shall have the right to terminate its use of the affected portion of the Route without any liability for early termination. Subject to the immediately following paragraph, should CUSTOMER's use of the Fibers become interrupted, other than as a result of CUSTOMER's activities, for more than 4 hours in any 24-hour period, then, as CUSTOMER's sole remedy except as set forth in Section 9.3 for breach of warranty, SCE shall credit CUSTOMER's account as follows:

(a) Service Outage Credits.
"Service Outage Condition" means any Attenuation Deviation or failure of the Fibers causing loss of traffic. For any Service Outage Condition, SCE will issue a credit for the time period the Fibers fall under a Service Outage Condition as shown in the table below.

Outage Length	Outage Credit
Less than 4 hours	Zero credit
4 - 24 hours	5% of MRC
24 - 36 hours	10% of MRC
36 - 48 hours	15% of MRC
48 - 72 hours	20% of MRC
72+ hours	25% of MRC

(b) Service Impairment Credits.
"Service Impairment Condition" means any Attenuation Deviation or failure of the Fibers causing traffic to be restored or re-routed to a different path. For any Service Impairment Condition, SCE will issue a credit for the time period the Fibers fall under a Service Impairment Condition as shown in the table below.

Impairment Length	Impairment Credit
Less than 4 hours	Zero credit
4 - 24 hours	One (1) day of credit
Each additional 24 hours beyond 24 hours	One (1) additional day of credit
The final period of less than 24 hours preceding the end of the Service Impairment Condition	One (1) additional day of credit

The period(s) of any interruption(s) and/or of Attenuation Deviation shall be measured from the time CUSTOMER initially reports the interruption to SCE, to the time SCE reports service is restored to CUSTOMER. The outage credit time period begins when a Service Outage Condition or Service Impairment Condition occurs and ends when the Service Outage Condition or Service Impairment Condition has been remedied, except that SCE is not responsible for any delay in remedying any Service Outage Condition or Service Impairment Condition caused by CUSTOMER (e.g., failure to release the fibers or scheduling the release of fibers for a later, more convenient time). Outage credits will not be credited or payable for any period of time during which SCE personnel or contractors are denied access to CUSTOMER sites. Scheduled

Outages for maintenance purposes shall not be counted as interruptions. In addition, SCE shall not be liable for interruptions, delays, errors, or defects in transmission, or for any related injury whatsoever, directly caused by CUSTOMER, its agents or its customers, or as a result of facilities or equipment provided by CUSTOMER or for relocations, repairs or replacements pursuant to this Section.

5.2 RELOCATION.

If SCE is required by a lawful authority to relocate any of the telecommunications cables containing the Fibers used by CUSTOMER, SCE shall promptly notify CUSTOMER upon receipt by SCE of the required relocation notice from the lawful authority. SCE will inform CUSTOMER of the schedule for the relocation, whether use of any Fibers will be interrupted as a result of the relocation, and, if so, the estimated duration of the interruption. In the event of a required relocation, the related interruption will not constitute an interruption for purposes of Section 5.1. If any relocation would cause the aggregate total length of a span between two Demarcation Points shown to increase by twenty (20) percent or more, or the calculated attenuation of a span between two Demarcation Points to increase by twenty (20) percent or more, then CUSTOMER may terminate the Agreement without termination liability to either party. Alteration to the SCE network or the CUSTOMER network to accommodate the relocation will be at the respective Party's sole expense.

5.3 MAINTENANCE.

SCE shall perform all scheduled and non-scheduled maintenance of the Fibers on SCE's side of the Demarcation Points. SCE Network Operations Center may be contacted at (800) 655-8844 for all maintenance inquiries and trouble reporting. CUSTOMER'S Network Operations Center-NOC, is: (866)316-7575 [service_notification@clearwire.com].

SCE shall respond to any failure, interruption or impairment of the services carried on the Fibers which is caused by physical damage to the Fibers (including partial and total cable cuts) or to any SCE equipment (an "Interruption") after receiving a report from CUSTOMER or otherwise becoming aware that such an Interruption has occurred, and shall repair or replace such damage. SCE shall begin to identify the source of an Interruption within two (2) hours after becoming aware that an Interruption has occurred and shall diligently pursue isolating the location of the problem thereafter. SCE shall use commercially reasonable efforts to repair the Interruption not more than twelve (12) hours after isolating the exact location of the problem. For each Interruption for which SCE fails to meet the response time, SCE shall provide an Outage Credit as described in Section 5.1.

The SCE Maintenance Center shall be equipped to receive SCE System alarms twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year.

5.4 OUTAGES.

SCE may, upon seventy two (72) hours advance written or e-mail notice to CUSTOMER, schedule outages to maintain, repair, replace or upgrade the Fibers ("Scheduled Outages"); provided, that: (a) such Scheduled Outages shall not, with respect to any cable segment described on Schedule A, exceed ten (10) hours in any calendar month and be scheduled between the hours of 9:00 p.m. and 7:00 a.m.; (b) the limitation set forth in subsection (a) shall not apply to any Scheduled outages done in connection with any requests or requirements of a governmental authority; and (c) the scheduled interruption shall not be counted as an interruption under Section 5.1. Not less than twenty-four (24) hours before an outage is

scheduled to begin, CUSTOMER will notify SCE whether it agrees to the scheduled outage by contacting the SCE Network Operations Center at (800) 655-8844 or by return e-mail. CUSTOMER shall not unreasonably withhold its approval of the scheduled outage. If CUSTOMER does not provide such timely notice cancelling a scheduled outage, then CUSTOMER will be deemed to have approved the scheduled outage. CUSTOMER will cooperate to reschedule any cancelled outage.

5.4.1 Termination for Chronic Outages. CUSTOMER shall have the right to terminate a Route with ten (10) business days prior written notice with no further payment obligation (including early termination charges and/or monthly recurring charges) to SCE other than payment of amounts past due and undisputed payment for charges due and owing through the end of the ten (10) business day period, if during any thirty (30) day time period, there are three (3) or more separate service outages, which involve both sides of an affected Fiber ring being down for more than twenty-four (24) hours, provided that:

(i) CUSTOMER is not responsible for any outage or for prolonging any outage due to its negligence or intentional conduct;
(ii) The outage occurs on the CUSTOMER Fibers;
(iii) Each outage has been reported by CUSTOMER to SCE within the calendar month; and
(iv) CUSTOMER terminates the applicable Route within ten (10) business days following the date on which the last outage occurred.

CUSTOMER's right to terminate the affected Route and to receive Service Outage Credits shall be CUSTOMER's sole and exclusive remedy and SCE's sole and exclusive obligation in the event of a Chronic Outage.

Unless otherwise specified, if a service outage lasts longer than forty-eight (48) hours (as such time period may be extended by Events of Force Majeure), and if SCE is not able to provide an alternative solution in the interim and ultimately a permanent solution, which is mutually acceptable to both Parties, and such permanent solution cannot be completed within ninety (90) days, then CUSTOMER may terminate such Route(s) by written notice of termination delivered to SCE within five (5) business days from date solution is found to be mutually unacceptable.

5.5 TEMPORARY SUSPENSION FOR EMERGENCY REPAIRS.

SCE shall have the right to make necessary emergency repairs or changes to its Fibers and related facilities at any time and will have the right, when deemed materially necessary, to suspend or interrupt CUSTOMER's use of the Fibers temporarily for the purpose of making the necessary emergency repairs or necessary emergency changes in its system. When such suspension or interruption of CUSTOMER's use of the Fibers for any appreciable period is necessary, SCE will notify CUSTOMER thereof as soon as circumstances permit, and will prosecute the work with reasonable diligence, and, if practicable, at times that will cause the least inconvenience. When SCE is repairing or changing its facilities, it shall take all appropriate precautions to avoid unnecessary interruptions of CUSTOMER's use of the Fiber.

5.6 FALSE CALL OUTS.

If a CUSTOMER trouble report results in dispatch of SCE personnel, and the trouble is determined by the parties to be solely in CUSTOMER's network rather than a failure of SCE's network, SCE may charge CUSTOMER a dispatch fee, not to exceed $150 per hour.

6. SURRENDER UPON TERMINATION.

Upon the cancellation, expiration or termination of this Agreement, all rights of CUSTOMER to use the Fibers shall immediately cease and SCE shall have no further obligations to CUSTOMER with respect thereto. Promptly thereupon, CUSTOMER shall arrange with SCE to remove all of CUSTOMER's electronics, equipment, or other property from SCE's property at CUSTOMER's sole cost. CUSTOMER shall peaceably quit and surrender the Fibers to SCE in good order and condition, subject to normal usage. The Fibers, including any improvements or extensions made to them, will remain the sole and exclusive property of SCE. No cancellation, expiration, or termination of this Agreement shall release either party from any liability or obligation (whether of indemnity or otherwise) which may have attached or accrued previous to, or which may be accruing at the time of, or by reason of such cancellation, expiration or termination.

7. TAXES AND LIENS.

During the term hereof, CUSTOMER shall pay, when due, such portion of any applicable taxes, fees or assessment that are directly attributable to CUSTOMER's use of the Fibers or the public rights-of-way that support or contain the Fibers (excluding property taxes). CUSTOMER shall keep SCE's Fibers free from all new liens, including but not limited to mechanics liens, and encumbrances by reason of the use of said Fibers by CUSTOMER or any person claiming under CUSTOMER. It is further agreed that in the event CUSTOMER shall fail to pay the above-mentioned taxes, assessments, or liens when due, SCE shall have the right, upon ten (10) business days written notice to CUSTOMER, to pay the same and charge the amount thereof to CUSTOMER, who shall pay the same upon demand together with interest at a rate of the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law, from the date of such expenditure by SCE.

Should any additional tax or other fees be levied and/or assessed against SCE and/or its property due to the unintended or willful action or inaction of CUSTOMER, then SCE shall notify CUSTOMER as soon as is reasonably practical. SCE shall also provide CUSTOMER with copies of any and all notices, bills, and other pertinent documentation. CUSTOMER shall, by the earlier of forty-five (45) days of receipt of such written notification(s) or ten (10) business days prior to the specified due date for payment of such taxes, pay to SCE the amount(s) of any such assessment(s) and/or levy(ies).

8. NATURE OF RIGHTS GRANTED HEREUNDER.

Neither the lease granted herein nor CUSTOMER's exercise of the rights given hereunder shall confer upon CUSTOMER any property interest or possessory interest in SCE's fibers or facilities or the Fibers and CUSTOMER shall never claim any such interest. The Parties further acknowledge that this Agreement is solely a fiber use agreement and does not require SCE to furnish any telecommunications services to CUSTOMER.

9. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS.

9.1 SCE REPRESENTS AND WARRANTS TO CUSTOMER THAT:

a. SCE is a corporation duly organized, validly existing and in good standing under the laws of the State of California, and has all requisite corporate power and authority to enter into this Agreement.

b. This Agreement, when duly executed by SCE, shall constitute a valid, legal and binding obligation of SCE, and shall be enforceable in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, liquidation, moratorium, receivership, conservatorship, readjustment of debts, or other similar laws affecting the rights of creditors generally.

c. To SCE's knowledge after due inquiry, its existing franchise rights as an electric utility, as described in the Recitals, are in full force and effect.

9.2 CUSTOMER REPRESENTS AND WARRANTS TO SCE THAT:

a. CUSTOMER is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, and has all requisite corporate power and authority to enter into this Agreement in the state of California.

b. This Agreement, when duly executed by CUSTOMER, shall constitute a valid, legal and binding obligation of CUSTOMER, and shall be enforceable in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization, liquidation, moratorium, receivership, conservatorship, readjustment of debts, or other similar laws affecting the rights of creditors generally.

c. As of the Effective Date and for the term of this Agreement, that it has, or will obtain, to the extent required by law, before using any Fibers, all government franchises, licenses, permits, certificates, approvals, consents and rights authorizing it to engage in the telecommunications business in the State of California and to utilize public rights of way ("Approvals") and will obtain and maintain such Approvals and any additional rights required for it to comply with all applicable legal requirements associated with this Agreement for and during the term of this Agreement. CUSTOMER acknowledges that the failure to obtain such Approvals and rights, to the extent required by law, shall constitute a material breach of this Agreement and is grounds for termination, notwithstanding any provision to the contrary in this Agreement.

d. CUSTOMER is not aware of any facts that would justify a complaint to the Federal Communications Commission or any state regulatory authority concerning the fees, terms, or conditions of the transaction contemplated by this Agreement.

e. CUSTOMER shall not use the Fibers in a way that physically interferes in any way with, or adversely affects the use of the Fibers or cable of any other person using the SCE network. CUSTOMER shall keep all SCE property free from any new liens, rights or claims of any third party attributable to CUSTOMER.

f. CUSTOMER will use the Fibers in compliance with all applicable government codes, ordinances, laws, rules and regulations during the term of this Agreement.

9.3 Except for the service outages credits set forth in Section 5.1 and SCE's installation, maintenance, repair, operation, support and reliability obligations as they are set forth in other sections of this agreement., the Parties acknowledge and agree that CUSTOMER's sole rights and remedies with respect to any defect in or failure of the Fibers to perform in accordance with the applicable manufacturers', contractors' or vendors' specifications with respect to the Fibers shall be limited to the particular manufacturer's, contractor's, or vendor's warranty with respect thereto, which warranty, to the extent permitted by the terms thereof, shall be assigned to CUSTOMER upon its request. In the event any maintenance or repairs to the SCE network are

required as a result of a breach of any warranty made by any manufacturers, contractors or vendors, unless CUSTOMER shall elect to pursue such remedies itself, SCE shall pursue all remedies against such manufacturers, contractors or vendors on behalf of CUSTOMER and SCE shall reimburse CUSTOMER for the costs it incurs as a result of any such breach of warranty to the extent the manufacturer, contractor or vendor is obliged to such cost.

9.4 DISCLAIMER OF WARRANTY.

OTHER THAN THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, SCE MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY FIBERS OR ROUTES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. SCE MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ADEQUACY OF SCE'S PROPERTY RIGHTS OR CUSTOMER'S ABILITY TO USE THESE RIGHTS TO OCCUPY OR USE THE FACILITIES OR FIBERS. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. NOTHING IN THIS SECTION 9.4, HOWEVER NOTHING HEREIN LIMITS SCE'S INSTALLATION, MAINTENANCE, REPAIR, OPERATION, SUPPORT AND RELIABILITY OBLIGATIONS AS THEY ARE SET FORTH IN OTHER SECTIONS OF THIS AGREEMENT.

10. TERM.

This Agreement shall go into effect on the Effective Date. The term of the lease described herein shall begin on the date CUSTOMER accepts the Fibers as described in Section 1 and shall continue for an initial term of five (5) years, which term may be renewed by CUSTOMER for two additional five (5) year terms thereafter by providing SCE a written notice of renewal for the additional five (5) year term(s), at least ninety (90) days prior to the end of the initial term or renewal term. The terms and conditions in this Agreement shall remain unchanged for the additional terms unless amended in writing by the Parties. In the event CUSTOMER chooses not to renew this Agreement, it shall notify SCE in writing at least ninety (90) days prior to the end of the initial term or renewal term. Notwithstanding this provision, the Agreement may be terminated prior to the end of the term as described in Section 12. Unless terminated earlier, this Agreement shall expire at the end of the five year lease or the five year extension, if any.

11. PAYMENTS.

CUSTOMER shall pay SCE a one-time fee of One Hundred Thousand Dollars ($100,000.00) ("One-Time Fee"). CUSTOMER shall pay Fifty Thousand Dollars ($50,000.00) of the One-Time Fee within five days of the Effective Date and the remainder of the One-Time Fee will be due upon CUSTOMER's acceptance of the Fiber, or after the Fiber is deemed accepted, as set forth in Section 2. CUSTOMER shall also pay SCE a monthly fee of Ninety-Five Thousand Eight Hundred Dollars ($95,800.00) during the term of the lease for use of the Fibers on the Route ("Monthly Fee").

SCE will invoice CUSTOMER for the first Monthly Fee promptly upon CUSTOMER's acceptance of the Fiber, or after the Fiber is deemed accepted, as set forth in Section 2. Thereafter, SCE shall invoice CUSTOMER monthly in advance. All payments shall be due and payable within thirty-five (35) days of the invoice postmark date. If SCE does not receive payment in full or a valid notice of dispute pursuant to this Section from CUSTOMER within thirty-five (35) days of the invoice postmark date, then SCE may, without limiting its rights and remedies under this Agreement and at law or equity, elect to (i) notify CUSTOMER it is in default under Section 13 or (ii) if default notice has not been cured under Section 13, then

temporarily or permanently, at SCE's option terminate this Agreement and/or disconnect the Fibers from CUSTOMER's equipment without incurring any liability.

CUSTOMER shall have ninety (90) days from the invoice postmark date to notify SCE of any dispute concerning the invoice. If CUSTOMER does not notify SCE of a dispute within the ninety (90) day period, then CUSTOMER shall be deemed to have waived any and all rights to dispute the invoice and the invoice shall conclusively be deemed to have been proper, correct and complete as submitted by SCE. In order for any such notice of dispute to be valid, CUSTOMER shall pay all undisputed amounts on or before the date of CUSTOMER's notice of dispute. SCE may not back bill CUSTOMER beyond ninety (90) days from the invoice postmark date for fees not indicated on the initial invoice for such services.

12. TERMINATION.

This Agreement shall automatically terminate upon the expiration of the initial term, unless renewed by the Parties as described in Section 10. Either Party shall have the right to terminate this Agreement in the event the other Party is in default as described in Section 13. This Agreement may also terminate, or be terminated by one of the Parties, as specifically described in Sections 2.1, 2.2, 2.4, 4.4, 5.1, and 9.2. No termination, expiration, or cancellation of this Agreement shall affect the rights or obligations of either Party with respect to Sections 16, 17, 19, 20, 21 and 25.

13. DEFAULT.

Neither Party shall be in default under this Agreement or in breach of any provisions thereof unless and until it has been given written notice of such default by the other Party and shall have failed to cure such default within thirty (30) days after receipt of such notice except for default in any payment by CUSTOMER, in which case CUSTOMER shall cure such default in payment within ten (10) business days after receiving notice from SCE. Where a default other than for payment cannot reasonably be cured within a thirty (30) day period, if the defaulting Party shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default shall be extended for a further thirty (30) days. Upon the failure to cure any such default within thirty (30) days after notice thereof or within thirty (30) days plus the extension for curing with due diligence as set forth above, the Party giving notice of the default may thereupon terminate this Agreement by providing written notice pursuant to Section 24. Except as provided in Sections 16.4 and 16.5, upon default by either Party, the non-defaulting Party shall have the right to pursue any or all remedies available at law or equity.

14. FORCE MAJEURE.

Neither Party shall be in default under this Agreement or liable or responsible for failure or delay if and to the extent that any failure or delay in the Party's performance of one or more of its obligations hereunder is caused by any of the following conditions: act of God, fire, flood, lack of or delay in transportation, material changes in government codes, ordinances, laws, rules, regulations or licenses affecting this Agreement or changes in the interpretation of such laws, rules, regulations or licenses by a court or agency having appropriate jurisdiction, war, terrorism or civil disorder, strikes or other labor disputes, failure of a third party to grant a material property right required or useful to perform such agreement, changes in regulatory conditions that materially impair either Party's ability to perform its duties or obligations or to obtain the material benefits of this Agreement, or any other cause beyond the reasonable control of such Party. The Party claiming relief under this Article shall notify the other Party in writing of the existence of a force majeure event relied on and the cessation or termination of said event. The

Party claiming relief shall exercise reasonable commercial efforts to minimize any such delay; provided that nothing in this section shall be construed as requiring SCE or CUSTOMER to settle any strike, work stoppage or labor dispute in which it may be involved or to accept any permit, certificate license or other government approval on terms deemed unacceptable to such Party, or to enter into any contract or other undertaking on terms which the Party deemed to be unduly burdensome and costly.

15. ASSIGNMENT AND TRANSFER.

Each Party shall have the right to assign this Agreement or all or a portion of its rights and obligations hereunder at any time without the other Party's consent to its wholly owned subsidiary or any Affiliate; or a successor to substantially all the assets of the assigning Party by way of merger, consolidation or sale of assets, provided that in the case of such assignment pursuant to this Section 15, such assignee shall assume in writing all warranties, representations and obligations of the assigning Party under this Agreement and the assigning Party shall give the other Party written notice of any such assignment.. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. For purpose of this section, "Affiliate" means with respect to either Party, any corporation, including limited liability corporation, utility, or other entity 5 percent or more of whose outstanding securities are owned, controlled, or held with power to vote, directly or indirectly either by such Party, or any of its subsidiaries, or by such Party's parent corporation.

Notwithstanding the foregoing paragraph, SCE shall have the unrestricted right, without CUSTOMER's consent, to subcontract any of its construction, maintenance, or other obligations hereunder.

16. INDEMNIFICATION AND LIMITATION OF LIABILITY.

16.1 (a) CUSTOMER shall indemnify and hold harmless SCE, its parent company, affiliates, directors, shareholders, invitees, licensees, employees, agents, contractors, successors and assigns, from any and all costs, liabilities, penalties, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, arising from a breach of any obligation or duty or from any act or omission by CUSTOMER, or by any of CUSTOMER's agents, contractors, affiliates, invitees or employees.

16.1(b) SCE shall indemnify and hold harmless CLEARWIRE, its parent company, affiliates, directors, shareholders, invitees, licensees, employees, agents, contractors, successors and assigns, from any and all costs, liabilities, claims and expenses, from death or injury to any person or from a loss or damage to any real, personal or other property, arising from a breach of any obligation or duty or from any act or omission by SCE, or by any of SCE'S agents, contractors, affiliates, invitees or employees.

16.2 The obligations of the Parties under this Section 16 shall arise at such time, if any, that any claim is made, or loss is incurred by either party, and the entry of judgment or the litigation of any claim shall not be a condition precedent to the obligations of the Parties hereunder.

16.3 Each Party shall promptly notify the other Party of the existence of any matters to which the other Party's indemnity obligations apply. The indemnifying Party shall defend at its own expense with mutually acceptable counsel any such matter; provided that the indemnified Party shall at all times also have the right to fully participate in the defense and consent to any settlement or compromise. The indemnified Party will provide the indemnifying Party with

reasonable information and assistance, at its own expense, to help the indemnifying Party to defend such Claims. The indemnifying Party will not have any right, without the indemnified Party's written consent, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability, infringement or wrongdoing (whether in contract, tort or otherwise) on the part of the indemnified Party or its Affiliates or otherwise requires the indemnified Party or its Affiliates to take or refrain from taking any material action (such as the payment of fees).

16.4 EXCEPT WITH RESPECT TO A PARTY'S INDEMNITY AND CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF THE OTHER PARTY'S CUSTOMERS OR GOOD WILL, OR LOST REVENUE OR PROFITS), FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING IN ANY MANNER FROM THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS HEREUNDER, REGARDLESS OF THE CAUSE OR FORESEEABILITY THEREOF.

16.5 THE ENTIRE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT (EXCLUDING INTENTIONAL WRONGDOING, BUT NOT INTENTIONAL BREACH OF THIS AGREEMENT) SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT AS OF THE DATE OF THE EVENT GIVING RISE TO THE LIABILITY.

17. INSURANCE.

At all times during the term of this Agreement, both parties shall maintain and shall require its subcontractors, which do any work on connections to the Fibers, to maintain insurance coverage as described in the following subsections. Both parties, upon request shall promptly furnish written proof of insurance satisfactory to the other party.

17.1 Worker's Compensation Insurance with statutory limits, in accordance with the laws of the State of California, and Employer's Liability Insurance with limits of not less than $1,000,000.

17.2 Commercial General Liability Coverage, including owner's and contractor's protective liability, product/completed operations liability, and contractual liability, with a combined single limit of $1,000,000 each occurrence.

17.3 Excess liability/umbrella coverage of $5,000,000.

17.4 Such insurance policies shall provide that the other party shall receive not less than thirty (30) days written notice prior to the cancellation or reduction in coverage of such insurance. If requested, a party shall provide proof of such insurance coverage to the other party. Each party shall be permitted to lawfully self-insure to meet such insurance coverage requirements.

18. RIGHTS OF OTHERS TO USE OF SCE FACILITIES.

This Agreement shall not foreclose SCE from entering into agreements with others for the use of any of SCE's facilities other than the Fibers leased to CUSTOMER pursuant to Section 1 of this Agreement, provided such agreements do not directly or indirectly infringe upon or contravene the rights afforded to CUSTOMER under this Agreement. .

19. DISCLOSURE OF CONFIDENTIAL INFORMATION.

The nondisclosure agreement, attached as Appendix 1, is incorporated herein and the termination date of said agreement is modified to conform to the date of termination of this Agreement. Notwithstanding any language to the contrary in this Agreement or in any other agreement between the Parties, including in any confidentiality agreement, either Party may, without the prior consent of the other Party, provide information related to this Agreement to any regulatory or governmental entity that requests such information; however, whenever feasible, the disclosing party will give the other Party prompt advance notice of any such request to provide the opportunity to object, unless such notice is prohibited by law. Neither Party shall issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that a Party endorses, recommends or prefers the other Party's services without first obtaining the other Party's prior written consent. Any press release concerning this Agreement requires the prior approval of the other Party.

20. GOVERNING LAW AND REQUIREMENTS.

This Agreement and the rights and obligations of the Parties hereunder shall for all purposes be governed by, and shall be construed in accordance with, the laws of the State of California, without regard to principles of conflicts of law.

21. NO THIRD PARTY BENEFICIARIES.

All of the terms, conditions, rights and duties provided for in this Agreement are, and shall always be, solely for the benefit of the Parties hereto. It is the intent of the Parties that no third party (including either Party's customers) shall ever be the intended beneficiary of any performance, duty or right created or required pursuant to the terms and conditions of this Agreement.

22. WAIVER.

This failure of either Party to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

23. COMPLIANCE WITH LAWS.

At all times during the term of this Agreement, the Parties shall comply in all material respects with all laws, rules, regulations, and codes of all governmental authorities having jurisdiction over a Party or its performance of obligation under this Agreement and the underlying rights of property owners which are now applicable, or may be applicable hereafter, including without limitation, all special laws, policies, ordinances, or regulations now in force, as amended or hereafter enacted. Nothing herein shall be deemed a waiver of the Parties' right to challenge the validity of any such law, rule, regulation, code, or third party right.

24. NOTICE.

All notices, requests or other communications (other than those normally required during the installation process) under this Agreement or required by law shall be in writing and shall be hand-delivered, sent by overnight delivery service, mailed by first-class, registered or certified mail, postage prepaid and return receipt requested, or transmitted by facsimile, addressed as follows:

If to CUSTOMER:	Clear Wireless LLC 4400 Carillon Point Kirkland, WA 98033 Attn: Connie Williams, Legal Dept. Tel. (425) 216-7600 Fax (425)216-7776 Email: connie.williams@clearwire.com
With copy to:	Clear Wireless LLC 4400 Carillon Point Kirkland, WA 98033 Attn: Corporate Counsel Tel. (425) 216-7600 Fax (425) 216-7776
If to Billing:	Clear Wireless LLC ATTN: Telwares Solutions - 130 P.O. Box 18010 Pueblo, CO 81008 Ami Walton, ami.walton@clearwire.com Tel. (425) 216-7891 Fax (425) 216-7900
If to SCE:	Edison Carrier Solutions Southern California Edison Company 4900 Rivergrade Road, Suite B120 Irwindale, California 91706 Attn: Carrier Solutions Contract Administrator Facsimile: (626) 543-8985
With copy to:	Southern California Edison Company Law Department, G. O. 1, Quad 3C 2244 Walnut Grove Avenue Rosemead, California 91770 Attn: Law Department – Telecommunications Section Facsimile: (626) 302-6693

Each Party shall be responsible for giving timely notice of any changes in the notice information listed above.

25. DISPUTE RESOLUTION.

25.1 Except as may otherwise be set forth in this Agreement, all disputes arising under this Agreement shall be resolved as set forth in this Section 25. To be eligible for resolution under this Section 25 any dispute by CUSTOMER concerning payments must be invoked in accordance with the requirements of Section 11.

25.2 SCE and CUSTOMER shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between an authorized representative of each of the Parties. Any dispute which cannot be resolved between the authorized representatives shall be referred to an officer or designee, of each of the Parties for resolution.

SCE or CUSTOMER may give the other Party written notice of any dispute. Within twenty (20) days after delivery of such notice, the designated parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting or such other time period as the Parties may select, then each party shall promptly (but no later than ten (10) business days thereafter) (a) appoint a designated representative who has sufficient authority to settle the Dispute and who is at a higher management level than the person with direct responsibility for the administration of this Agreement (the "Designated Representative"), and (b) notify the other party in writing of the name and contact information of such Designated Representative. The Designated Representatives shall then meet as often as they deem necessary in their reasonable, judgment in order to discuss the Dispute and negotiate in good faith to resolve the Dispute. The Designated Representatives, in good faith, shall mutually determine the format for such discussions and negotiations and the scope of information exchanges, if any. If the parties are unable to resolve the Dispute within sixty (60) days after the appointment of both Designated Representatives, then either party may proceed with any other available remedy.

25.3 All negotiations and discussions conducted pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1154 of the California Evidence Code shall apply, which section is incorporated in this Agreement by reference.

25.4 Notwithstanding the foregoing provisions, either SCE or CUSTOMER may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

25.5 SCE and CUSTOMER shall continue to perform their obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

25.6 If SCE and CUSTOMER, after good faith efforts to resolve a dispute under the terms of this Agreement (as provided in Section 25.2), cannot agree to a resolution of the dispute, either Party may pursue whatever legal remedies may be available to such Party, at law or in equity, before a court of competent jurisdiction and with venue in Los Angeles County, California.

26. GENERAL PROVISIONS

a) Maintenance of Records by CUSTOMER. For the term of this Agreement and for one year after its termination, CUSTOMER shall maintain records sufficient to demonstrate to SCE that it is in full compliance with the requirements of this Agreement. CUSTOMER shall reasonably comply with any material request by SCE for such records.

b) No Subleasing. CUSTOMER shall not sublease, or sublet the Fibers, this Agreement or any right, obligation, or privilege given to it under this Agreement.

c) Interpretation. The language of each part of this Agreement shall be construed simply and according to its fair meaning, and shall never be construed either for or against either Party, regardless of which Party may have drafted the provision.

d) Compliance with Laws. At all times during the term of this Agreement, the Parties shall comply in all material respects with all laws, rules, regulations, and codes of all governmental authorities having jurisdiction over a Party or its performance of obligation under this Agreement

and the underlying rights of property owners which are now applicable, or may be applicable hereafter, including without limitation, all special laws, policies, ordinances, or regulations now in force, as amended or hereafter enacted. Nothing herein shall be deemed a waiver of the Parties' right to challenge the validity of any such law, rule, regulation, code, or third-party right.

e) Invalidity of Provisions. To the extent that any terms or provisions of this Agreement shall be finally determined by a court of competent jurisdiction to be invalid, (i) such invalidity shall not affect, release or modify any other terms or provisions, and (ii) in lieu of each such provision which is invalid, illegal or unenforceable, there shall be substituted or added as part of this Agreement a legal, valid and enforceable provision which shall be selected to be as similar as possible, in achieving the economic and business objectives of the Parties, to such illegal, invalid or unenforceable provision.

f) Incorporation Clause. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and it supersedes all prior oral or written agreements, commitments or understanding with respect to the subject matter hereof. No subsequent agreement among the Parties concerning the subject matter of this Agreement shall be effective or binding unless it is made in writing by authorized representatives of the Parties. All references to sections, unless otherwise noted, shall refer to sections of this Agreement and all references to Exhibits are to the Exhibits attached hereto, each of which is made a part hereof for all purposes.

g) Exhibits. Exhibits referenced herein are incorporated by said reference and may only be modified as described herein or by a written agreement of the Parties.

27. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which need not contain the signatures of more than one Party, but both such counterparts taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, each of the signatories hereto represent and warrant that they have been duly and properly authorized to sign this Agreement on behalf of the Party for whom they sign.

SOUTHERN CALIFORNIA EDISON COMPANY	CLEAR WIRELESS, LLC
By: Lisa Swenerton	By: _____
Title: General Manager, Edison Carrier Solutions	Title: _____
Date:_____	Date:_____

EXHIBIT A

ROUTE DIAGRAM

[REDACTED]

EXHIBIT B
FIBER RELIABILITY/TESTING/ATTENUATION

1. TYPICAL FIBER ATTENUATION:

Single mode fiber specifications may vary, depending on the fiber manufacturer. Typical levels of 0.45 dB per km @ 1310nm and 0.30 dB per km @1550nm are expected excluding connector losses.

2. DESIGN CRITERIA:

The number of cable splices at the time of original construction was designed to an average of 2.0 km between splices. Due to cable cuts, and cable relocation, additional splices may be installed.

3. SPAN CHARACTERISTICS:

Maximum total span loss must not exceed 35.0 dB at 1550nm for a 100 km span.
Span loss will be the sum of cable loss in dB/km plus System splice loss in dB.
Maximum span dispersion = 2250ps/nm for a 100 km span.

4. SPLICE LOSS:

Splices shall be measured using bi-directional methods to average splice loss. The splice loss of a single splice will average 0.3 dB @1550nm. The mean average loss of all splices in a span will average 0.15 dB or less. (To calculate this measurement, the bi-directional splice losses measured above will be summed and divided by the number of splices within the span.)

5. TESTING:

5.1 No later than five (5) business days after the timely completion of the acceptance tests for the New Fibers, SCE shall deliver to CUSTOMER a written report of the test results (including but not limited to the attenuation measurements of the New Fibers).

5.2 OTDR testing will be done at both 1310 and 1550 on a bidirectional basis. Actual OTDR test results will be provided that include pulse with, averaging and range.

5.3 The end to end test will be conducted from both directions at 1310 and 1550 nm using industry standard laser source and power meter. Fiber continuity and the absence of fiber crossing will be conducted.

5.4 All connectors will be terminated using SC/UPC interfaces with maximum reflectance of less that 50db.

6. SPAN DESIGN.

Except as to CUSTOMER facilities, physical diversity of 25' on lateral and ring design fibers is required wherever practicable. SCE shall provide a list of all single lateral or non diverse cables prior to acceptance..

7. DOCUMENTS

SCE will provide OTDR , End to End test results, and a GIS map of the Route at the time of acceptance

EXHIBIT C
FORM OF EASEMENT

(Name of property Owner) hereby grants to Southern California Edison Company (SCE), and its successors and assigns, and (Name of Customer), and its successors and assigns, (collectively, "Grantee"), an easement over the portion of the property commonly known as (street address, city, state and zip code) that is encumbered by SCE's existing electric utility easement, for the purposes of constructing, using, maintaining, operating, altering, adding to, repairing, replacing, reconstructing, inspecting and/or removing facilities, consisting of, but not limited to cables, poles, cross arms, wires, anchors, guys, braces, amplifiers, vaults and enclosures, concrete pads, markers and other appurtenances, fixtures and/or facilities necessary or useful for internal and commercial communications purposes. Grantee shall have the right of ingress and egress from said easement for the purpose of exercising the rights herein granted.

Date:
Owner's Signature:

EXHIBIT D

SET UP AT CUSTOMER'S POINT OF PRESENCE

CUSTOMER Points of Presence ("POPs"):

1. [redacted]
2. [redacted]
3. [redacted]
4. [redacted]
5. [redacted]

In order for SCE to provide service to the POPs as described above throughout the Term of this Agreement, including any renewals, CUSTOMER is solely responsible for meeting the following service requirements for every POP throughout the Term, including any renewals:

CUSTOMER to provide diverse four-inch entrance conduits at each POP from the SCE POI to the equipment cabinet location.

CUSTOMER must arrange for the existing easements to allow SCE to install, operate and maintain its cable into the POPs.

Such easements or other permission must be in a form reasonably acceptable to SCE and must permit 24 hour access to the telecommunication lines for the purpose of making repairs and maintenance.

CUSTOMER to provide one equipment cabinet shall be capable to accommodate equipment with installation space requirements of 19" or 23" by 14 RU and depth 15"

CUSTOMER will provide 7 day, 24 hour access to facilities for maintenance and repairs.

CUSTOMER waives any collocation fees.

CUSTOMER to assure security of SCE equipment and cable within CUSTOMER jurisdiction at the site

APPENDIX 1
NON-DISCLOSURE AGREEMENT

(END OF APPENDIX)