

**TELECOMMUNICATIONS LICENSE and
LINK SERVICE AGREEMENT**

This Telecommunications License and Link Service Agreement (the "Agreement") is entered into on _____, 2011 by and between Plum Borough School District, a Pennsylvania School District ("Licensor") having an office at 900 Elicker Rd Pittsburgh, Pa 15233, and XO Communications Services, Inc., a Delaware corporation ("Licensee"), having an office at 13865 Sunrise Valley Drive, Suite 400, Herndon VA 20171, with respect to Licensor's real property location(s) at 900 Elicker Rd. Pittsburgh, Pa. 15233 (the "Buildings").

WHEREAS: LICENSOR and LICENSEE wish to enter into an agreement concerning access to and use of the Building(s) by Licensee to allow Licensee to provide a complementary point to point Link Service to Licensor between two building locations. This Link Service will operate on FCC licensed spectrum owned by Licensee. Pursuant to the terms of this Agreement, Licensee may install, maintain and operate certain additional License Protection telecommunication equipment and related facilities and Licensor acknowledges the benefit to Licensee resulting therefrom.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement commences on the date LMDS Spectrum is first released to Licensor (the "Start of Service Date") and ends on _____ 2018. The Start of Service Date is the date XO delivers an e-mail notification to Customer of Spectrum Frequency Assignments and provides authority to Customer to begin to use the LMDS Spectrum, following a grant of the Federal Communications Commission via a FCC Form 608. Spectrum Link Lease Service ("Service") is an offering that provides Customer with exclusive use of a 2x50 MHz duplex LMDS channel or channels between two fixed antenna locations. The Service, equipment, engineering, and installation are donated, effective at date of install, to the Licensor ("Plum Borough School District") by Nextlink Wireless, Inc. ("Nextlink"), an affiliate of XO.
2. Licensor hereby grants to Licensee for this Link Installation shown in Exhibit A, a non-exclusive license and right to install, operate, maintain, replace, repair and upgrade optical fiber, co-axial cable, copper wires, other transmission medium and associated telecommunications equipment (the "Facilities") on, in and throughout the Building (including redundant connections) and the Roof of the Building as illustrated in attached exhibit "A" To the extent required, Licensor shall make available Building risers and conduit to Licensee for installation of transmission medium in, across and through such risers and conduit. Licensee shall have the right to make connections to electrical and mechanical areas as necessary for operating the Facilities and the right to connect the Facilities within the Building to Licensee's telecommunications network in the public right of way.
3. If additional equipment is needed for FCC compliance, Licensor hereby grants to Licensee an exclusive license and right to occupy and use approximately __Server room rack space__(_6___) square feet of building space in the Building(s) as depicted in Exhibit A hereto (the "Equipment Spaces"). Licensor shall provide access to the Buildings and Equipment Space with notice so that Licensee may perform installation, maintenance and emergency repair functions. All work is subject to prior reasonable approval by Licensor. If Licensee begins commercial operations Licensee will negotiate with Licensor for additional space and roof rights for compensation with the licensor. Both parties will conduct the negotiations in good faith.
4. Licensor shall indemnify and hold Licensee harmless from and against all liability, loss, cost , claim damage or expense (including reasonable attorneys' fees and expenses) incurred by Licensee and arising out of, or in connection with, (i) any breach or default in the performance of any obligation on Licensor's part to be performed under this Agreement; or (ii) any injury to, or death of, any person or persons or damage to property including, without limitation, the Licensee facilities, which results from the negligent acts or omissions of or willful misconduct of Licensor or its agents or employees.
5. Licensor hereby represents and warrants to Licensee that Licensor has full right and authority to sign this Agreement and to grant Licensee the rights of use and access to the Buildings as identified herein.
6. Notice to either party to this Agreement shall be made by United States mail, first class mail, certified letter, or return receipt requested, postage prepaid, or by overnight courier. If to Licensor, notice shall be sent to the address for Licensor set forth in the first paragraph of this Agreement. If to Licensee, notice shall be sent to XO Communications Services, Inc., 13865 Sunrise Valley Drive, Herndon, Virginia 20171, Attention: Director of Real Estate, with a copy to XO Communications Services, Inc.

Signed by the parties as of the date set forth above.

**XO Communications Services, Inc.,
on behalf of itself, Nextlink Wireless, Inc.**
a Delaware corporation

a _____

By: _____

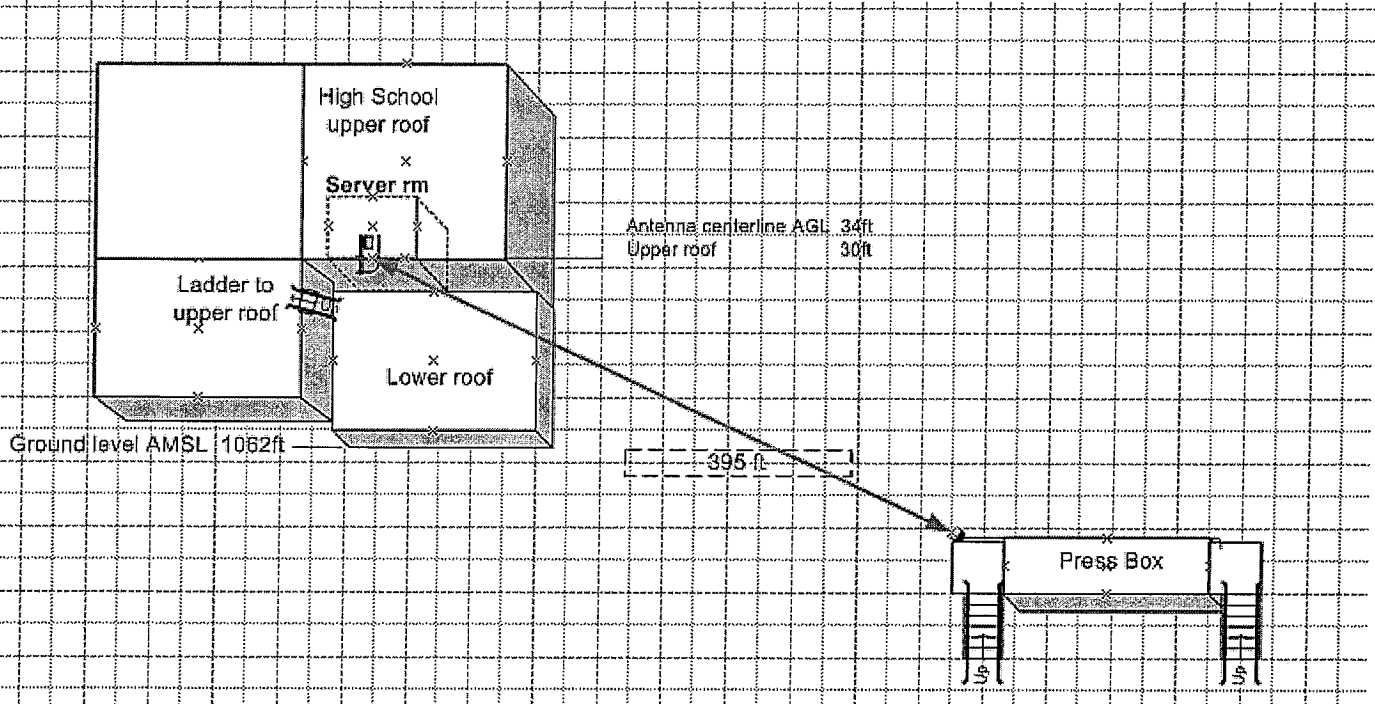
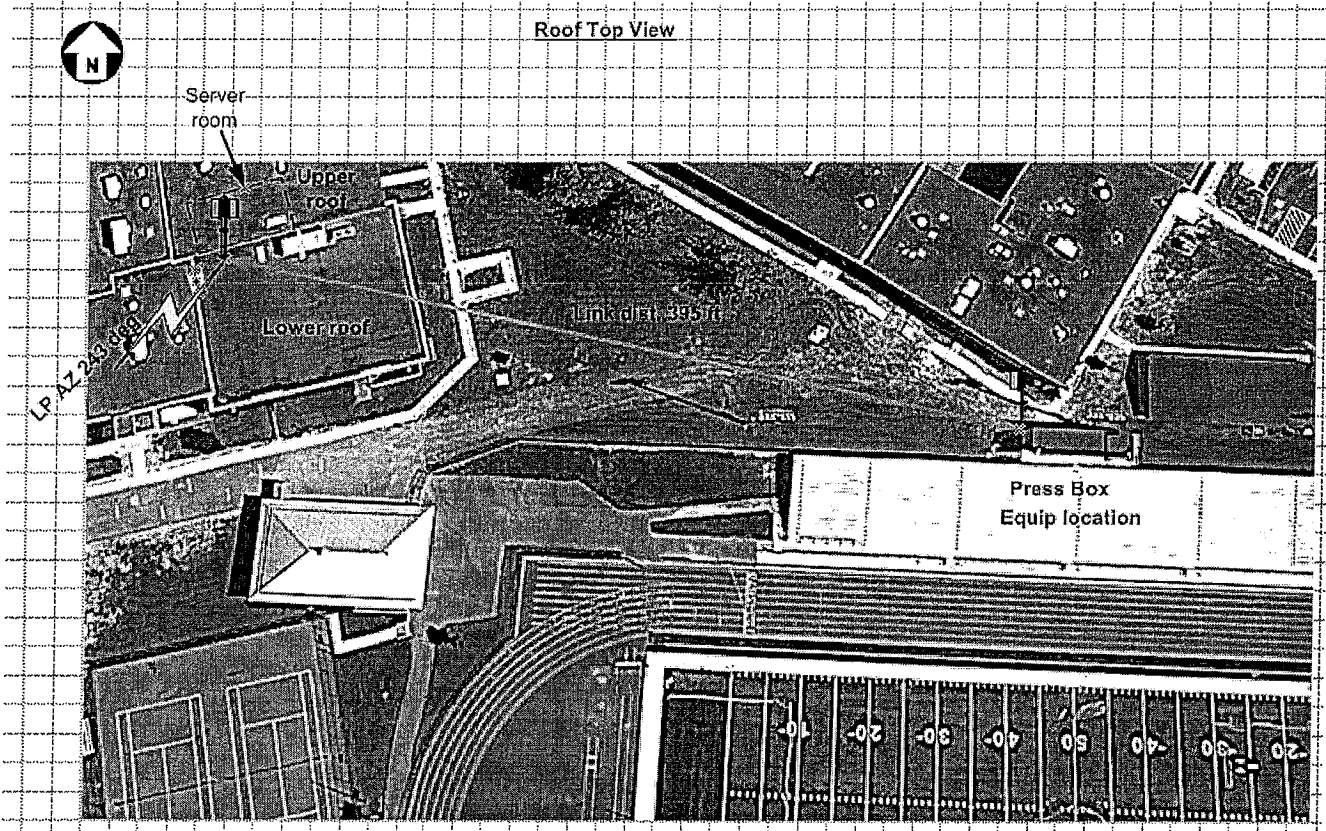
By: _____

Name: _____

Title: _____

EXHIBIT A

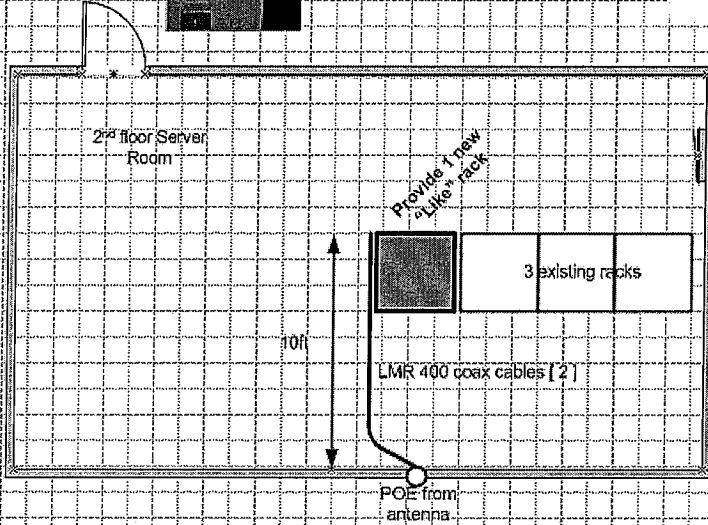
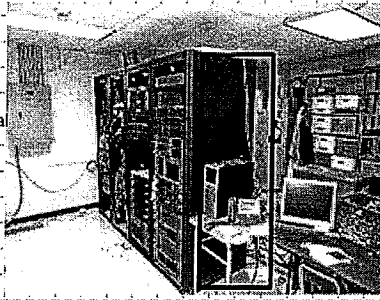
DEPICTION OF INTERIOR AND EXTERIOR EQUIPMENT SPACES



Building Location A:

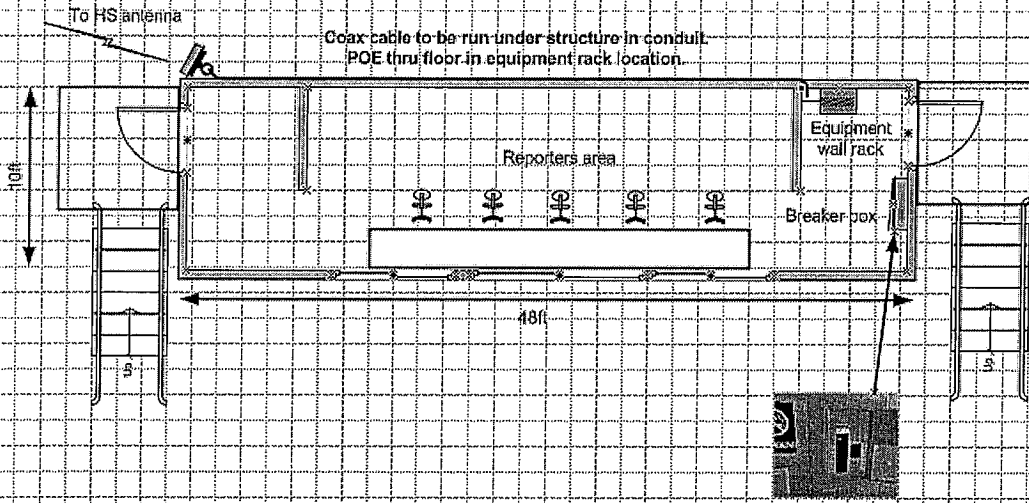
2nd Floor HS server room
 Provide & install 1 new "Like" rack in the line up as shown
 Run coax & Ground thru the POE to the mast on the outside wall.

Electrical panel



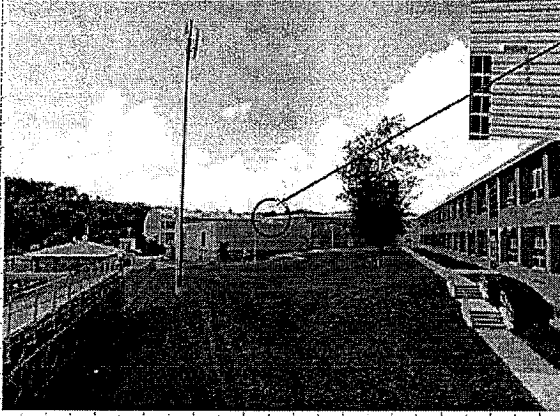
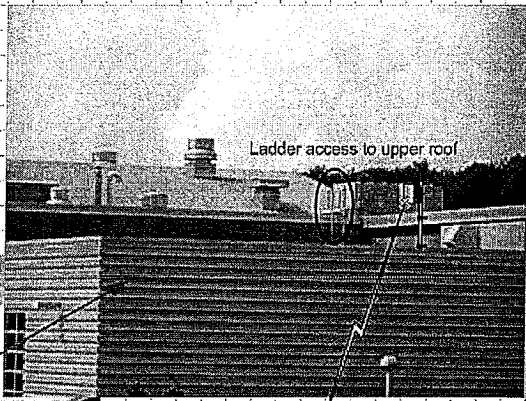
Building Location B:

Press Box
 Mount the mast to the wall as shown
 Antenna can be mounted & aligned from the stair platform



Additional Survey Drawings:

View of the HS antenna location on the outside wall of the server room:
1 antenna pointing to the Press Box, 1 LP antenna pointing to Pittsburgh



To Press Box

Press Box as seen from the HS

Antenna & mast mounted on the wall in the area shown.
Coax to be run in 1 1/2 rigid conduit to POE at the equipment location

