

DOC # 0682481
08/17/2006 09:37 AM Deputy: GB
OFFICIAL RECORD
Requested By:
D C/E F F P D

Assessor's Parcel Number: N/A

Date: AUGUST 16, 2006

Recording Requested By:

Name: LISA OWEN/EEFPD

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 12 Fee: 0.00
BK-0806 PG- 6799 RPIT: 0.00



LEASE AGREEMENT #2006.147

(Title of Document)

COMMUNICATION SITE LEASE AGREEMENT (RAWLAND)

2006.147

2006 AUG 16 AM 10:15

THIS COMMUNICATION SITE LEASE AGREEMENT ("Agreement") dated and is effective as of July 6, 2006, is between Clearwire US LLC, a Nevada limited liability company ("Tenant") whose address is 5808 Lake Washington Blvd NE, Suite 300 Kirkland, WA 98033, and East Fork Fire District, a division of Douglas County Government ("Landlord") whose address is 1594 Esmeralda, (mailing P.O. Box 218) Minden, NV 89423.

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

1. Premises. Landlord hereby leases to Tenant a portion of that certain space on Landlord's property located on the real property legally described in Exhibit "A" commonly known as 1450 Stephanie Way, Minden NV 89423 (Tax Parcel Number 1420-27-401-011) ("Landlord's Property") for the purpose of locating upon a portion of Landlord's Property certain of its ground based communication equipment which is accessory and connected to Tenant's communication antenna installation on a nearby communication tower ("Tower"). Subject to the following terms and conditions, Landlord hereby grants Tenant the nonexclusive right to install, maintain, operate and remove radio communications equipment and appurtenances more fully described in Exhibit A, together with easements for parking, access and utilities, as provided herein). The portion of Landlord's Property subject to this Agreement is defined as the "Premises" and described in Exhibit B. Tenant may install equipment, personal property, improvements, alterations or fixtures as listed on Exhibit C ("Communications Facility"), or as Landlord may otherwise approve such approval not to be unreasonably withheld, conditioned or delayed. Tenant reserves the right to replace the equipment with similar and comparable equipment.

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 Lease ("Term") shall be five (5) years commencing with Tenant's construction of its wireless communications facilities on the Premises ("Commencement Date"). Tenant shall have the right to extend the Term of this Lease for five (5) additional Terms ("Renewal Term") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein except that the Rent for each Renewal Term following the Initial Term will be cumulatively increased by twelve and one half percent (12.5%) over the Rent for the previous Term.

This Lease shall automatically be extended for each successive five (5) year Renewal Term unless Tenant notifies Landlord in writing of the intention not to extend this Lease at least thirty (30) days prior to the expiration of the first



five year Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

5. Rent. Upon the Commencement Date, Tenant shall pay Landlord, as rent, the sum of One Thousand Dollars (\$1000.00) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to Landlord at Landlord's address specified at the beginning of this Lease.

If the Commencement Date is other than the first day of a calendar month, Tenant may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Tenant shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease, or if this Lease is terminated before the expiration of any month.

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 a tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment shelter(s) and/or an air conditioned equipment room in, adjacent to, or on the roof of, the Building, 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. Tenant shall not be obligated to remove any foundation more than one (1) foot below grade level. Landlord has the right with Tenant's reasonable approval to install communications equipment at Landlord's expense on the Facility. Such equipment shall be reviewed by the Tenant for its suitability for the Facility. Such equipment shall not interfere with Tenant's equipment. Tenant understands that it is required to comply with applicable portions of the Douglas County Code, including, but not limited to special use permit or design review approval, to the extent that the same are therein required for the activities conducted pursuant to this Lease.

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 represents and warrants that it has full rights of ingress to and egress from the Premises, and hereby grants such rights to Tenant to the extent required to construct, maintain, install and operate the Facility on the Premises and the Tower.

7.2 Landlord shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow reasonable access. 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. If Tenant causes any such damage, it shall promptly repair same.

7.3 Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Subject to Landlord's approval of the location, which approval shall not be unreasonably withheld, and with no damage to Landlord's property, Tenant shall have the right to place utilities on (or to bring utilities across) Landlord's Property in order to service the Premises and the Facility. Upon Tenant's request, Landlord shall execute recordable easement(s) evidencing this right.



7.4 Tenant shall fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of the Facility. Tenant is allowed to connect to Landlord's existing power panels and back-up power with a sub-meter to display power usage. Landlord agrees to allow Tenant to place necessary panels for power and communications in the immediate proximity of existing panels. In lieu of monthly power charges, Tenant agrees to provide two (2) operational wireless broadband Internet modems.

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.

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.



12.3 Landlord, at Landlord's sole cost and expense, shall procure and maintain CGL insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of the Property. Within thirty (30) days following the Effective Date, Landlord shall provide Tenant with a COI evidencing the coverage required by this Section.

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. Tenant may assign this Lease, with the prior written consent of Landlord, which will not be unreasonably withheld.

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 has taken all necessary action to enable Landlord to enter into this Agreement and allow Tenant to install and operate the Facility on the Premises, including without limitation, approvals and consents as may be necessary from other tenants, licensees and occupants of Landlord's Property, 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.

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 5808 Lake Washington Blvd NE, Suite 300 Kirkland, WA 98033 Telephone: 425-216-7600 Fax: 425-216-7900 | Clearwire LLC Attention: Legal Department 5808 Lake Washington Blvd NE, Suite 300 Kirkland, WA 98033 Telephone: 425-216-7600 Fax: 425-216-7900 | East Fork Fire District 1594 Esmeralda Mailing: P.O. Box 218 Minden NV 89423 Telephone: 775 782-9096 Fax: 775 782-9043 |

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. Miscellaneous.

18.1 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.

18.2 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.

18.3 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.

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

18.5 This Agreement shall be governed under law of the State in which the Premises are located, and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

18.6 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.

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

18.8 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.

18.9 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.

18.10 Landlord agrees not to disclose, without the written consent of Tenant, any of the terms of this Agreement or any other written agreement between the parties relating to the privileges granted herein, except as required by governmental authority, in which case Landlord shall inform Tenant prior to divulging such information.

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

LANDLORD:

East Fork Fire District

By: _____

Name: _____

Title: _____

Date: _____

Tax I.D.: _____

James L. Baushke

James BAUSHKE

CHAIRMAN

July 6, 2006

88-6000031

TENANT:

Clearwire US LLC, a Nevada limited liability company

By: _____

Name: _____

Title: _____

Date: _____

[Signature]

John A Storch

Vice President - Network Deployment

Dec. 26, 2006

EXHIBIT A

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

Landlord's Property of which Premises are a part is legally described as follows: Approximately 5 +/- Acres being a part of South ½ of Southwest ¼ Section 27 Township 14 North Range 20 East further described as Assessor's Parcel Number 1420-27-401-011.

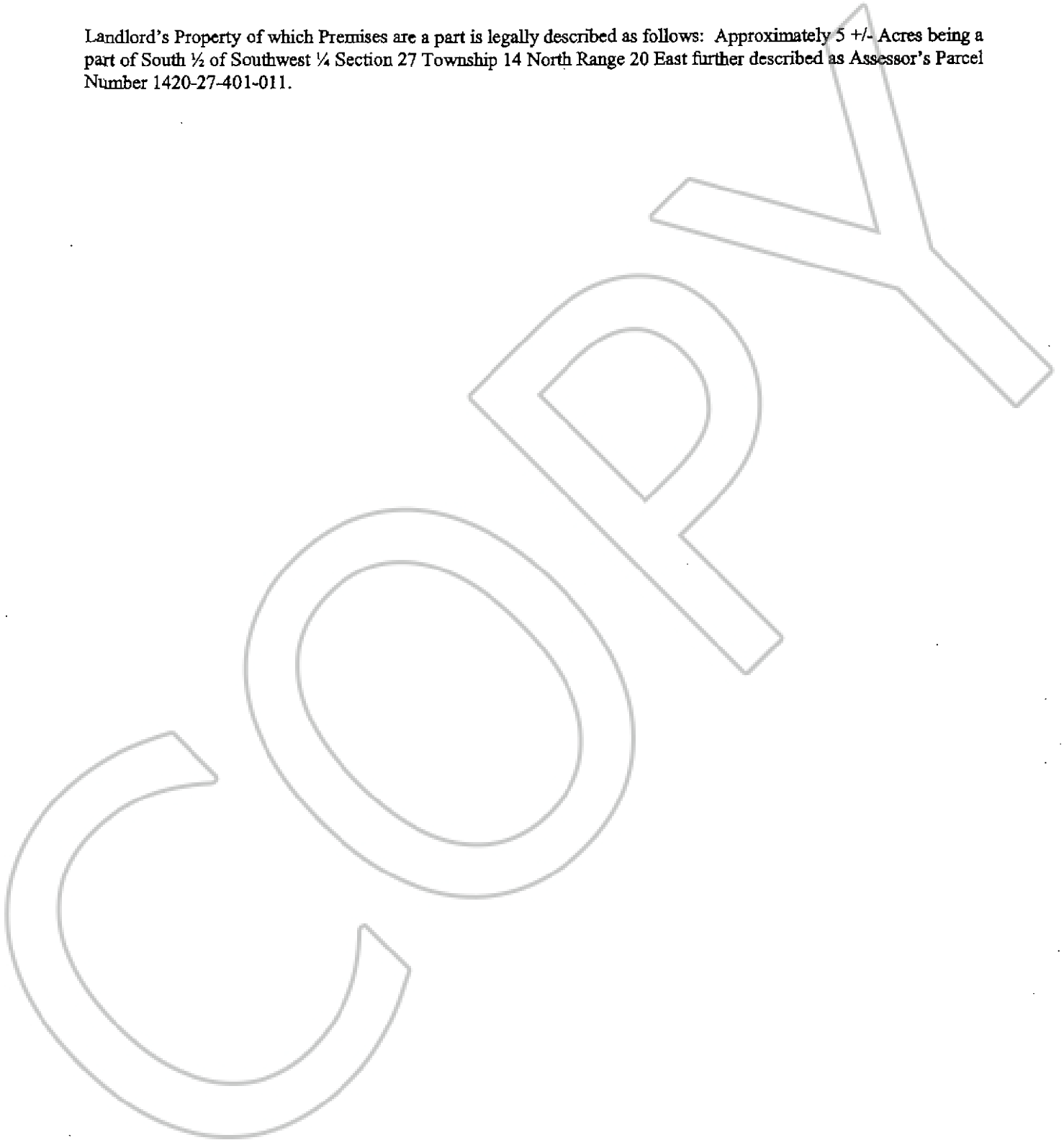


EXHIBIT B

DESCRIPTION OF PREMISES

The Premises consist of those areas described/shown below and where the Facility occupies Landlord's Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown below, are approximate only and may be adjusted or changed by Tenant at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Landlord's Property.

Tenant shall have the right to work outside its lease area during the construction of its Facility, including but not limited to the right to remove the storage container from the construction area until construction is complete and then Tenant is required to place the container back in a reasonable proximity of its current position but outside the Clearwire lease area.

Clearwire shall be given a 10ft x 10ft Lease Area which will be perimeter fenced, with appropriately secured gate(s) in a 6ft chain link of commercial grade. Extensions over and under Landlord's Property to allow for connections to power and telephone will be noted on drawings which Landlord will review and approve and an Exhibit of which may be exchanged for this Exhibit.



Exhibit C Communications Facility

Tenant to Provide Landlord with drawings which depict actual equipment and lease area associated with this Tower Antenna Facility.

NVRCC-073
Johnson Lane

50 ft

51 ft

North elevation of proposed
Clearwire new monopole to be
constructed at East Fork Fire
District Volunteer Facility at
1450 Stephanie Way, Minden NV

Typical of (4)
3 ft Panel
Antenna with
NextNet BTS

Typical of 2
@ 2ft
Microwave
Antennas

Steel Pole
consists of
1. 20 ft
section of 10"
Diameter
Schedule 40.
2. 30ft
section of 8"
Schedule 40
pipe.
3. 10ft Close
Contact
Mount

roof line of existing facility

21 ft

10 ft x 10ft lease area to
be perimeter fenced with
6ft chain link and locked
gated access

50" x 25"
x 25"
Radio
Cabinet

Lite site construction of
10ft x 10 ft base with
sufficient cinderblock
ballast to TIA/EIA 90MPH
(No Ice) rating according to
2003 IBC Section 3108.4

5.



BK- 0806
PG- 6808

EXHIBIT D

COMMUNICATIONS FACILITY

to the Agreement dated [REDACTED], 200[REDACTED], by and between [REDACTED], [REDACTED] 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: 1420-27-401-011

This MEMORANDUM OF AGREEMENT is entered into on _____, 200____, by East Fork Fire District, a division of Douglas County Government, with an address at 1594 Esmeralda, Minden, NV 89423 (hereinafter referred to as "Owner" or "Landlord") and Clearwire US 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 SITE LEASE 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 date Tenant begins construction of the Tenant Facilities ("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:

East Fork Fire District

By: EXHIBIT ONLY - DO NOT EXECUTE

Name: _____

Title: _____

Date: _____

TENANT:

Clearwire US LLC,
a Nevada limited liability company

By: EXHIBIT ONLY - DO NOT EXECUTE

Name: _____

Title: _____

Date: _____



STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: August 16, 2006
B. Reed Clerk of the 5th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Carol M. Mullock Deputy

SEAL



BK- 0806
PG- 6810