

including, without limitation, the payment of any fines levied by the FCC or other regulatory authority for any improper use of the Spectrum, such as interference with other channels. Without limiting the generality of the foregoing, by its reliance on this consent, KenCast agrees to provide Sprint Nextel a local contact person and number during the trade show who can be immediately reached in the event of interference, and to immediately cease any use of any of the Spectrum upon request of Sprint Nextel, until any interference issues that might arise are resolved to Sprint Nextel's satisfaction.

If there are any further questions, please contact the undersigned at (703) 433-3154 or at [Kanwar.Jolly@Sprint.com](mailto:Kanwar.Jolly@Sprint.com) as soon as possible.

Sincerely,



Kanwar Jolly

Agreed to:  
KENCAST, INC.

 Jim Carroccia  
Name  
Vice President - Operations  
Title  
2-22-2008  
Date



**Sprint Nextel**  
2001 Edmund Halley Drive, 3rd Floor  
Reston, Virginia 20191  
Office: (703) 433-3154 Fax: (703) 592-7370

Kanwar Jolly  
Director  
Spectrum Development - Transition

February 20, 2008

William E. Steele, Ph.D.  
Chairman and CEO  
KenCast, Inc.  
290 Harbor Drive  
Stamford, Connecticut 06902-8703

Re: Consent to Temporary Use of 2679-2690 MHz Spectrum (EBS Channels G2 and G3) in the Washington, DC BTA on February 26-28, 2008 for Satellite2008

Dear Bill:

Pursuant to the FCC Report and Order in WT Docket No. 03-66, as amended, Nextel Spectrum Acquisition Corp., a wholly-owned indirect subsidiary of Sprint Nextel Corporation, ("Sprint Nextel") is the Proponent (as that term is defined in the Report and Order) for the transition of the 2.5 GHz spectrum band in the Washington, D.C. Basic Trading Area [BTA #461] (the "BTA"). This includes 2679-2690 MHz (EBS Channels G2 and G3) in that spectrum band. Subject to the terms and conditions below, Sprint Nextel hereby consents to KenCast, Inc.'s temporary use of the 2679-2690 MHz spectrum in the BTA (the "Spectrum") in conjunction with its short-term demonstration. As explained to us, the demonstration of KenCast's service will take place February 26-28, 2008 at the Satellite2008 annual trade show in Washington, DC.

By our signature below, Sprint Nextel consents to KenCast's use of the Spectrum on a temporary basis for the above-described equipment demonstration purposes, provided that the licensee of the Spectrum, Network for Instructional TV, Inc., and the lessee of the Spectrum, Clearwire, also consent to KenCast's use of the Spectrum as described. Sprint Nextel's consent also is contingent on KenCast operating on the Spectrum in accordance with the rules and regulations of the Federal Communications Commission, and its taking all necessary steps to cause no interference to any current operations or to the status of the license and lease.

For itself and its affiliates, KenCast agrees to indemnify Sprint Nextel against any damages caused by KenCast's temporary operations on the Spectrum,