

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made the 28 day of February, 2013, between Dallas MTA, L.P., a Delaware limited partnership, d/b/a Verizon Wireless, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter called Licensor, and Wise County, a governmental entity, P.O. Box 899 Decatur, Texas 76234, hereinafter called Licensee.

WITNESSETH:

That in consideration of the terms, provisions, conditions, covenants and agreements herein set forth, Licensor does hereby grant unto Licensee that certain parcel of property (hereinafter called Property), located at 301 Rose Street, Decatur, Dallas County, Texas, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, to the demised premises, said Property and right-of-way for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. Also, Licensor grants to Licensee a license to place antennas on Licensor's communications facility and to place equipment cabinet(s) outside Licensor's building as shown on attached Exhibit "B" hereto and made a part hereof, hereinafter called the "Premises". This License Agreement shall be subject to the following terms and conditions:

1. This License Agreement shall be for a term of five (5) years commencing on the first (1st) day of the month in which the Agreement is executed by both parties.

Licensor and Licensee agree that this is Zero dollar agreement (\$0.00), for as long as Licensee's use of the Premises is for E911 Fire and Public Safety services.

2. Licensee may have the option to extend this license for four (4) additional five (5) year terms by giving Licensor written notice of its intention to do so at least six (6) months prior to the end of the then current term.

3. Intentionally omitted

4. Licensee's equipment shall be purchased, installed and maintained, at the expense of Licensee, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities and to the extent permitted by law, Licensee shall defend, indemnify and save Licensor harmless from any claims or suits arising by reason of Licensee's failure to so keep and maintain its equipment or to comply with such laws, rules or regulations. Licensor assumes no responsibility for the licensing, operation or maintenance of the Licensee's equipment.

Licensee represents that it shall use its best efforts to obtain all certificates, permits or other governmental approvals required by any federal, state or local authorities in order to enable it to operate its equipment. Upon request from the Licensor, Licensee shall provide to Licensor reasonable information concerning the status of Licensee's efforts to obtain such certificates, permits or approvals. Further, in connection with obtaining of such certificates, permits or approvals, Licensee shall have no authority to make any representations on behalf of the Licensor or to indicate that the Licensee is acting on behalf of the Licensor, without the express written approval of the Licensor. To the extent permitted by law, Licensee shall defend, indemnify and hold harmless the Licensor from and against any and all claims, suits or damages arising out of any action taken by the Licensee in violation or contradiction of the preceding sentence.

5. To the extent permitted by law, Licensee shall defend, indemnify and save harmless Licensor from and against any and all claims and suits (and all costs and expenses incidental thereto, including attorney's fees) for damages arising by reason of any injury or death to any person or persons, or damage to property of Licensor or other person or persons, where such injuries, losses or damage have been caused by any act or omission of Licensee, its agents, or employees at or around the Premises or by virtue of the Licensee's occupancy of the Premises.

6. No indemnity of Licensor under this Agreement against liability for damages arising out of bodily injury to persons or damage to property shall apply to any such injury or damage caused by or resulting from the sole negligence of Licensor, its agents or employees.

7. Licensee shall, at Licensee's sole cost and expense, comply with all of the requirements of the county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereinafter be in force and to the extent permitted by law, shall defend, indemnify, and save harmless Licensor from any claims or suits arising by reason of Licensee's failure to comply with such requirements.

8. To the extent allowed permitted by law, Licensee shall pay as an additional fee any increase in real estate taxes levied against the Licensor or its property which is directly attributable to the improvements constructed for or by Licensee. Any tax, assessment, levy, charge, fee or license imposed or required by reason of or in connection with property ownership or lease by Licensor, with regard to the premises, shall be paid in full by the Licensor. Any tax, assessment, levy, charge, fee, or license required by reason of the use of the premises by Licensee shall be paid in full by Licensee.

9. It is understood and agreed by and between the parties hereto that Licensee's equipment shall, unless otherwise agreed in writing, remain the personal property of Licensee and Licensee shall have the privilege and right to remove the same at any time during the term of this License Agreement provided that in the sole opinion of Licensor, the Premises and any personal property and fixtures thereon

are returned to as good condition as they were prior to the installation of Licensee's equipment, reasonable wear and tear excepted.

10. Licensee agrees not to damage the Premises or any personal property or fixtures thereon in any way. Licensee shall be responsible and liable for any such damages.

11. It is agreed that any fixtures, structures, signs, or other improvements placed upon the Premises by Licensee may only be so placed with the express written approval of Licensor.

12. Licensee agrees that its equipment shall not cause interference to the use or enjoyment of the property of Licensor and other licensees located at the Premises or neighboring landowners including, but not necessarily limited to interference with radio communication facilities. In the event that Licensee's equipment causes such interference to such use or enjoyment, Licensee agrees immediately to cease operations until such interference is removed by Licensee, at its sole expense.

13. Licensee agrees to relocate Licensee's equipment in the event that the Licensor deems it necessary to use the space for Licensor, subsidiary, partner or affiliated entity's own purpose. The site of such relocation shall be by mutual agreement in writing between the Licensor and Licensee. In the event the Licensor and Licensee cannot agree upon the site for the relocation, the Licensor shall have the right to terminate this Agreement.

14. So long as Licensee is not in default, Licensee shall remove its equipment, as well as its fixtures, structures, signs or other improvements, if any, placed upon the Premises, upon the expiration of the term of this License Agreement or the termination hereof, whichever first occurs, unless the parties otherwise expressly agree in writing. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of such equipment, fixtures, signs or other improvements, reasonable wear and tear excepted, as determined in the sole opinion of Licensor.

15. It is further understood and agreed the Licensor must approve of, in writing, all contractors and personnel chosen by Licensee to install, maintain and operate the equipment and that Licensee's maintenance and operation of its system will in no way damage or interfere with the Licensor's use of the tower, antennas and appurtenances.

16. All installations and operation in connection with this License by Licensee shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Under this License, the Licensor assumes no responsibility for the licensing, operation, and/or maintenance of Licensee's radio equipment.

17. The Licensor shall not be liable for injury or damage to any person or property occurring within or on the licensed property unless caused by or resulting from the sole negligence of the Licensor, its servants, agents or employees.

18. Installation and maintenance of the Licensee's equipment shall have the Licensor's prior written approval and shall be in

accordance with the standards and requirements of the Licensor, and shall be done under the Licensor's supervision and shall be subject to Licensor's final written approval. The supervision, approval and other activities of Licensor under this Paragraph however, shall not constitute the waiver of any term or condition of this License Agreement. Scheduling of any and all work will be coordinated with the Licensor. Any future maintenance involving antennas and transmissions must be coordinated with Licensor within a reasonable time not less than forty-eight (48) hours prior to work being done. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion. Any inspection or approval given or done by the Licensor pursuant to this Agreement is solely for its own benefit. The Licensor shall have no liability or responsibility to the Licensee or any third party as a result of any inspection or approval given by the Licensor and the Licensee should not rely upon the same other than for the specific purposes set forth herein.

Licensee shall comply with all specifications with regard to construction, radio frequency and installation on Licensor's tower as outlined in Exhibit "C" attached hereto and made a part hereof.

19. All of Licensee's equipment mounted on the tower must be attached securely to the tower with approved mounts, hangers, and clamps as directed by the Licensor. All cables and wires entering or exiting equipment buildings must do so in a manner approved by the Licensor. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion.

20. At the time of the execution of this License Agreement, Licensee will provide to Licensor a copy of the Federal Communications Commission (F.C.C.) license authorizing the operation of Licensee's equipment.

21. Licensee will provide to Licensor a statement setting forth the manufacturer and model of the equipment to be installed on the premises at the time of execution of this License Agreement.

22. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. Licensee shall, at Licensee's own expense, carry liability insurance at the amount set by the Texas Civil Practice and Remedies Code Section 101.024(b). Coverage is as follows:

(a) Worker's Compensation as provided for under any Workers' Compensation or similar law in the jurisdiction where the Premises is located with an Employer's Liability limit of not less than \$1,000,000 for each accident or disease;

(b) Commercial General Liability coverage of \$100,000 for each person and \$300,000 for each single occurrence of bodily injury or death and \$100,000 for each single occurrence of injury or damage to property.

(c) Business Auto Liability insurance covering the ownership, maintenance or use of all owned, non-owned or hired automobiles with a limit of \$100,000 per person or \$300,000 per occurrence for bodily injury or death and \$100,000 property damage liability per occurrence;

(d) "All Risk" Property insurance covering not less than the full replacement cost of Tenant's personal property on the Land.

23. Licensor may at its sole discretion, supply Licensee with keys or security devices or codes for accessing the Premises. If Licensor makes any such keys or security devices available to Licensee, Licensee shall not duplicate or disclose such keys or security devices or codes and shall prevent its employees, agents, or representative from duplicating any keys or security devices or codes. Failure to comply with the terms and conditions of this paragraph shall cause for immediate termination of this License Agreement by Licensor, at its sole discretion.

24. Licensee will provide to Licensor on or before the effective date of this License Agreement, a list of all personnel authorized by Licensee to have access to its equipment, and will update such list as soon as reasonably practicable, upon a change in such personnel, provided, however, that any personnel not on such list may not enter upon the Premises.

25. If the Premises should be deserted or vacated by the Licensee or if proceedings are commenced against the Licensee in any court under a Bankruptcy Act or for the appointment of a Trustee or a Receiver of the Licensee's property, the Licensor may immediately terminate the Agreement. Further, Licensor may terminate this License Agreement upon written notice to Licensee of a breach or default and, except where immediate termination is provided for under this License Agreement, after affording Licensee a period of thirty (30) days in the event of non-monetary default and ten (10) days in the event of monetary default from the date of Licensee's receipt of such notice (unless expressly extended in writing by the Licensor) to correct the breach of default. Additionally, if this License Agreement is terminated, the Licensor shall have the right to reenter or repossess the Premises licensed to the Licensee, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove the Licensee from the Premises without being liable therefore. The Licensee waives service of notice of intention to re-enter or of instituting legal proceedings to that end.

26. Either party may terminate this License Agreement upon ninety (90) days written notice with or without cause to the other party.

27. The failure of either party to enforce any terms or conditions of this License Agreement shall not constitute a waiver of the same or other terms and condition or otherwise prevent or preclude such party from exercising the rights or remedies hereunder, at law or in equity.

28. This License Agreement shall not create for, nor give to, any third party any claim or right of action against either party that would not arise in the absence of this License Agreement.

29. Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.

30. This License Agreement grants a license only, revocable or terminable under the terms and conditions herein, and does not grant any lease, easement or other interest in real estate.

31. Licensor disclaims any warranty, expressed or implied, regarding Licensor's title or rights, if any, with regard to the Premises.

32. All rights and liabilities under this License Agreement shall extend to the successors and assigns of the parties hereto respectively provided, however, the right of the Licensee to assign or transfer this License Agreement is governed by the provisions of Paragraph 34 below.

33. The Licensor and Licensee acknowledge that the Licensor's rights in the property derive from a certain Ground Lease Agreement dated June 19, 1997 between the Licensor herein and Raymond T. McGaha and wife, Lucille McGaha, hereinafter referred to as the 'Prime Lease' and attached hereto as Exhibit "D". This License Agreement is subject to the Prime Lease and Licensee shall be bound by all terms and conditions of the Prime Lease. In the event the Prime Lease is terminated for any reason at any time during the term of this Agreement, this License Agreement shall also be terminated and the termination shall be effective on the date the Prime Lease is terminated. In such event, the Licensor, if able, will give the Licensee ninety (90) days prior notice.

34. This Agreement may not be sold, assigned or transferred by the Licensee without prior approval or consent of the Licensor. Additionally, the Licensee shall not mortgage, encumber or sublet the Premises or any part thereof without prior written consent of the Licensor.

35. Any and all notices or other written communications required or permitted hereunder shall be in writing and mailed postpaid via United States Registered Mail or Certified Mail, fax transmission or overnight courier as follows:

- (a) If to Licensor,
Dallas MTA, L. P.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

or to such other address as Licensor may furnish to Licensee in writing.

- (b) If to Licensee,
Wise County
County Auditor
PO Box 899
Decatur, Texas 76234

or to such other address as Licensee may furnish to Licensor in writing.

The receipt of the notice or other written communication shall be deemed to be the date of the postmark.

36. The parties hereto agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

37. This License Agreement is the entire agreement between the parties on the subject matter to which it applies.

38. Licensee's right to attach an antenna on Licensor's tower and to use such an antenna on the licensed Premises is limited to public safety radio communications services and Licensee shall not allow the attachment of antennas or equipment for the provisions of cellular mobile radio-telephone services by a competitor of Licensor.

[Signature Page to Follow]

WITNESS the following signatures:

WITNESS:

Mary J. Leake
MARY J LEAKE
Print Name

LICENSEE:

Wise County

By: Bill McHarvey
Name: Bill McHarvey
Title: County Judge
Date: 12/31/12

WITNESS:

Deidre Johnson
Deidre Johnson
Print Name

LICENSOR:

Dallas MTA, L. P.
d/b/a Verizon Wireless

By: Verizon Wireless Texas, LLC
Its: General Partner

By: Hans F. Leutenegger
Name: Hans F. Leutenegger
Title: Area Vice President Network
Date: 2/28/2013

EXHIBIT "A"
Legal Description of Property and of the Easement

2 acres of land, more or less, situated in the G. M. Vigil Survey, Abstract No. 857, in Wise County, Texas, being part of a 17.03 acre tract described in Deed from Gladys Rose et al to Homer Matney, Jr. dated August 24, 1965, recorded in Vol. 269, Page 357, Wise County Deed Records; and being more particularly described as follows:

Beginning at the Northeast corner of the J. B. Williams Survey, Abstract No. 880,

THENCE East 220.0 feet,

THENCE South 165 feet,

THENCE South 63 degrees East 190.0 feet,

THENCE South 71 degrees 30' East 176 feet,

THENCE South 67 degrees 30' East 260 feet,

THENCE South 59 degrees 45' East 170.58 feet to the place of beginning of herein described tract, said pin being in the South right-of-way line of the Old Decatur and Chico Rd. (Highways 287 and 81);

THENCE South 59 degrees 45' East, 417.42 feet along said Old Decatur and Chico Rd. to an iron pin for corner;

THENCE South 24 degrees 15' West, 120.25 feet along fence line to an iron pin for corner;

THENCE South 10 degrees 51' West, 110.0 feet along fence line to an iron pin for corner;

THENCE North 59 degrees 45' West, 481.0 feet to an iron pin for corner;

THENCE North 24 degrees 15' East, 203.6 feet to the place of beginning.



EXHIBIT "B"

Licensee is authorized to install and maintain the following equipment:

ANTENNA TO BE INSTALLED ON TOWER:

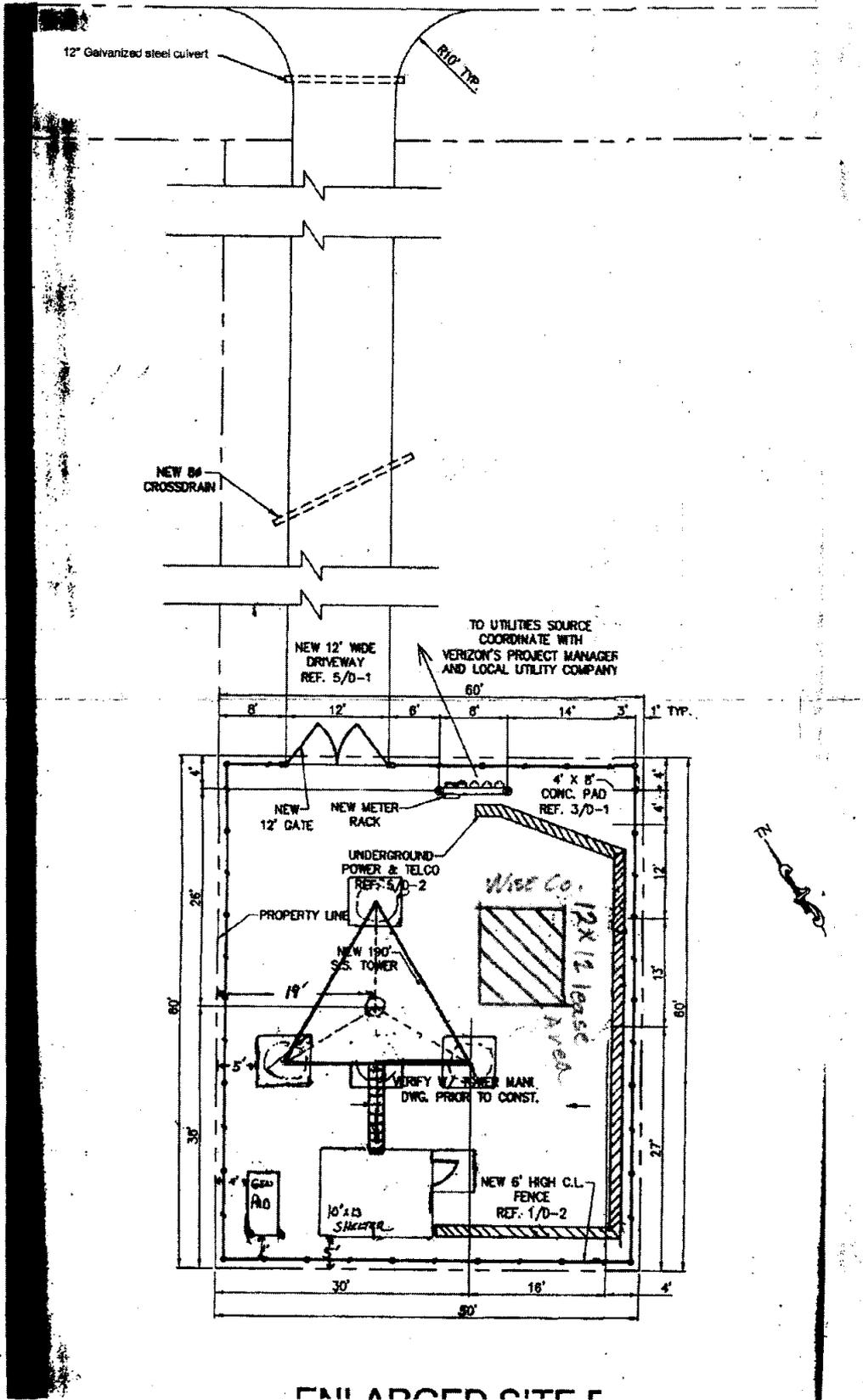
Sector	Sector 1	Sector 2	Sector 3	Sector 4	AUX
Desired Rad Center (ft AGL)	Top				
Antenna Quantity	1	1	1	1	
Antenna Manufacturer	Sinclair	Sinclair	Exalt	Exalt	
Antenna Model	SC229	SC229	R4900	R4900	
Weight (lbs per antenna)	32	32	7	7	
Antenna Dimensions (HxWxD) (in)	278 Length	278 Length	13.3x13.3x4.5	13.3x13.3x4.5	
ERP (watts)	222				
Antenna Gain (dB)	6	6			
Orientation/Azimuth (Degrees)	90	90	West	NE	
MA s					
Remotes					
Mount Mfg and Model	6ft stand off	6ft stand off			
Mount Height (On Tower)	155	115	110	50	
Auxiliary Equipment Mfg , Model & No.					
Mounting Height					
Transmit Frequency (MHz)	154.2125	155.265	155.6325	158.805	154.995
Receive Frequency (MHz)	151.25	151.3175	153.875	153.95	154.01
Number of Coax Cables Per Antenna	1	1			
Diameter of Coax Cables (in)	7/8	7/8	Cat 5	Cat 5	
Type of Service (i.e CDMA, GSM, TDMA, PAGING):					

Please Note: "AUX" can be used for Microwave, TTA, LNA, GPS, or E911 antenna information.

**GROUND SPACE
 Proposed Configuration**

<input type="checkbox"/> BTS Cabinets/Number of BTS Cabinets:	
<input checked="" type="checkbox"/> Outdoor Shelter	
<input type="checkbox"/> Other:	
Total Ground Space Dimensions (HxWxD)(ft):	8' x 8' x 8'
Cabinet/BTS/Shelter Pad Dimensions (HxWxD)(ft):	' x ' x '
Concrete Pad Dimensions (HxWxD)(ft):	10' x 12' x 1'
Cabinet/Shelter Manufacturer/Model:	

EXHIBIT "B"
Site Plan



h. Occupational Safety and Health Administration

Safety and Health Standards (29 CFR 1910) General Industry
Subpart R Special Industries
1910.268 Telecommunications
1926.510 Subpart M Fall Prevention

- i. Motorola Grounding Guideline for Cellular Radio Installations, Document No. 68P81150E62, 7/23/92 OR AT&T AUTOPLEX[®] Cellular Telecommunications Systems, Lightning Protection and Grounding, Customer Information Bulletin 148B, August 1990, or latest revision.

C. GENERAL/APPROVAL

1. All users shall furnish the following to Licensor prior to installation of any equipment:

- a. Completed Application. (Licensee must make new Application to Licensor for change in Antenna position or type.)
- b. Fully executed License Agreement.
- c. Copies of FCC Licenses and construction/building permits.
- d. Final site plan outlining property boundaries, improvements, easements and access.
- e. Accurate block diagrams showing operating frequencies, all system components (active or passive) with gains and losses in dB, along with power levels.

2. The following will not be permitted at the facility without the prior written consent of Licensor.

- a. Any equipment without FCC type acceptance or equipment which does not conform to FCC rules and regulations.
- b. Add-on power amplifiers.
- c. "Hybrid" equipment with different manufacturers' RF strips.
- d. Open rack mounted receivers and transmitters.
- e. Equipment with crystal oscillator modules which have not been temperature compensated.
- f. Digital/analog hybriding in exciters, unless type-accepted.
- g. Non-continuous duty rated transmitters used in continuous duty applications.
- h. Transmitter outputs without a harmonic filter and antenna matching circuitry.
- i. Change in operating frequency(ies).
- j. Ferrite devices looking directly at an antenna.
- k. Nickel plated connectors.
- l. Cascaded receiver multicouplers/preamps.

3. All emergencies are to be reported immediately to **1-800-852-2671**.

D. LIABILITY

It shall be the responsibility of the Licensee to comply with all of the site standards set forth herein. To the fullest extent allowed by law, The Licensee specifically agrees to indemnify and hold harmless the Licensor against any claim of liability, loss, damage or costs including reasonable attorney's fees, arising out of or resulting from the Licensee's non-compliance with the standards set forth herein.

E. INSPECTION

Licensor reserves the right to inspect Licensee's area without prior notice at any time during the term of the License Agreement in order to ensure compliance with the standards set forth herein. Any such inspection shall be solely for the benefit and use of the Licensor and does not constitute any approval of or acquiescence to the conditions that might be revealed during the course of the inspection.

1. Licensor reserves the right to inspect Licensor's area without prior notice.

F. DISCLAIMER OF RESPONSIBILITY

It is the intention of the Licensor and Licensee that the standards set forth herein are part of the Agreement between them. It is specifically agreed that they are not intended to be relied upon or to benefit any third party. Further, the Licensor shall have no liability or responsibility to any third party as a result of the establishment of the standards set forth herein, any inspection by the Licensor of the Licensee's area in order to determine compliance with the standards, the sufficiency or lack of sufficiency of the standards, or the Licensee's compliance or non-compliance with the standards and to the fullest extent allowed by Law, the Licensee agrees to indemnify and hold harmless the Licensor against any claim by a third party resulting from such theories.

G. NOTICES

1. All contacts or notices required or permitted by the Licensee pursuant to these Site Standards shall be provided in writing to Licensor's General Manager - Operations or his or her designee and any approval or consent by the Licensor shall only be effective if executed in writing by the Licensor's General Manager - Operations or his or her designee.

II. RADIO FREQUENCY INTERFERENCE PROTECTIVE DEVICES

- A. If due to Licensee's use or proposed use, there exists any change to the RF environment it will be at Licensor's sole discretion to require any or all of the following:

1. IM protection panels can be installed in lieu of separate cavity and isolator configurations. Licensor approval required.
2. 30-76 MHz
 - Isolators required
 - TX output cavity - minimum of 20 dB rejection @ plus or minus 5 MHz
3. 130-174 MHz
 - Isolators - minimum of 30 dB with bandpass cavity
4. 406-512 MHz
 - Isolators - minimum of 60 dB with bandpass cavity
5. 806-866 MHz
 - Isolators - minimum of 60 dB with bandpass cavity
6. 866 MHz and above - as determined by Licensor.

- B. Additional protective devices may be required based upon Licensor's evaluation of the following information:

1. Theoretical Transmitter (TX) mixes.
2. Antenna location and type
3. Combiner/multicoupler configurations
4. Transmitter specifications
5. Receiver specifications
6. Historical problems
7. Transmitter to transmitter isolation
8. Transmitter to antenna isolation
9. Transmitter to receiver isolation
10. Calculated and measured level of Intermodulative (IM) products
11. Transmitter output power
12. Transmitter Effective Radiated Power (ERP)
13. Spectrum analyzer measurements
14. Voltage Standing Wave Ratio (VSWR) measurements
15. Existing cavity selectivity

- C. Licensee will be required to immediately correct excessive cabinet leakage which causes interference to other tenants.

III. ANTENNAS AND ANTENNA MOUNTS

- A. All mounting hardware to be utilized by Licensee to be as specified by tower manufacturer and approved by Licensor.
- B. Connections to be taped with stretch vinyl tape (Scotch #33-T or equivalent) and Scotchkoted or equivalent (including booted pigtails).
- C. Must meet manufacturer's VSWR specifications.
- D. Any corroded elements must be repaired or replaced.
- E. Must be DC grounded type, or have the appropriate lightning protection as determined by Licensor.
- F. No welding or drilling on mounts will be permitted.
- G. All antennas must be encased in fiberglass radomes and be painted or impregnated with a color designated by Licensor as the standard antenna color for aesthetic uniformity.

IV. CABLE

- A. All antenna lines to be approved by Licensor.
- B. All transmission line(s) will be installed and maintained to avoid kinking and/or cracking.
- C. Tagged with weatherproof labels showing manufacturer, model, and owner's name at both ends of cable run.
- D. Any cable fasteners exposed to weather must be stainless steel.
- E. All interconnecting cables/jumpers must have shielded outer conductor and approved by Licensor.
- F. Internally, all cable must be run in troughs or on cable trays and on cable or waveguide bridges at intervals of no less than 3'. Externally, all cable must be attached with stainless steel hangers and non-corrosive hardware.
- G. All unused lines must be tagged at both ends showing termination points with the appropriate impedance termination at each end.
- H. All AC line cords must be 3 conductor with grounding plugs.
- I. All antenna transmission lines shall be grounded at both the antenna and equipment ends at the equipment ends and at building entry point, with the appropriate grounding kits.
- J. All cables running to and from the exterior of the cabinet must be 100% ground shielded. Preferred cables are: Heliac, Superflex or braided grounds with foil wrap.

V. CONNECTORS

- A. Must be Teflon filled, UHF or N type, including chassis/bulkhead connectors.
- B. Must be properly fabricated (soldered if applicable) if field installed.
- C. Must be taped and Scotchkoted or equivalent at least 4" onto jacket if exposed to weather.
- D. Male pins must be of proper length according to manufacturer's specifications.
- E. Female contacts may not be spread.
- F. Connectors must be pliers tight as opposed to hand tight.
- G. Must be silver plated or brass.
- H. Must be electrically and mechanically equivalent to Original Equipment Manufacturers (OEM) connectors.

VI. RECEIVERS

- A. No RF preamps permitted in front end unless authorized by Licensor.
- B. All RF shielding must be in place.
- C. VHF frequencies and higher must use helical resonator front ends.
- D. Must meet manufacturer's specifications, particularly with regard to bandwidth, discriminator, swing and symmetry, and spurious responses.
- E. Crystal filters/pre-selectors/cavities must be installed in RX legs where appropriate.
- F. All repeater tone squelch circuitry must use "AND" logic.

VII. TRANSMITTERS

- A. Must meet original manufacturer's specifications.
- B. All RF shielding must be in place.
- C. Must have a visual indicator of transmitter operation.
- D. Must be tagged with Licensee's name, equipment model number, serial number, and operating frequency(ies).

- E. All low-level, pre-driver and driver stages in exciter must be shielded.
- F. All power amplifiers must be shielded.
- G. Output power may not exceed that specified on Licensee's FCC License.

VIII. COMBINERS/MULTICOUPLERS

- A. Shall at all times meet manufacturer's specifications.
- B. Must be tuned using manufacturer approval procedures.
- C. Must provide a minimum of 60 dB transmitter to transmitter isolation.

IX. CABINETS

- A. All cabinets must be bonded together and to the equipment building ground system.
- B. All doors must be secured.
- C. All non-original holes larger than 1" must be covered with copper screen or solid metal plates.
- D. Current license for all operating frequencies should be mounted on the cabinet exterior for display at all times.

X. INSTALLATION PROCEDURES

- A. Any tower work must be scheduled with Licensors using only Licensors approved contractors at least 48 hours in advance of site work. Licensee will be responsible for any and all fees associated with said work.
- B. Installation may take place only after Licensors has been notified of the date and time in writing, and only during normal working hours unless otherwise authorized beforehand.
- C. Equipment may not be operated until final inspection of installation by Licensors, which shall not be unreasonably withheld.
- D. Any testing periods are to be approved in advance by Licensors and within the parameters as defined by Licensors.

XI. MAINTENANCE/TUNING PROCEDURES

- A. All external indicator lamps/LED's must be working.
- B. Equipment parameters must meet manufacturer's specifications.
- C. All cover, shield, and rack fasteners must be in place and securely tightened.
- D. Local speakers and/or orderwire systems must be turned off except during service, testing or other maintenance operations.

XII. INTERFERENCE DIAGNOSTIC PROCEDURES

The Licensee must cooperate immediately with Licensors when called upon to investigate a source of interference, whether or not it can be conclusively proven that Licensee's equipment is involved.

XIII. TOWER

This section deals with items which are to be mounted on, attached to or affixed to the Tower.

A. ICE SHIELDS

- 1. At Licensors's sole discretion, protective ice shields may be required and manufacturer of ice shield will be determined by Licensors.

B. CLIMBING BOLTS AND LADDERS

- 1. All attachments made to the Tower shall be made in such a manner as not to cause any safety hazard to other Licensees or cause any restriction of movement on, or to any climbing ladders, leg step bolts or safety cables provided.

C. BRIDGE

1. Installation of a cable bridge shall be at Licensor's sole discretion and with Licensor's approval.
2. If required, and in accordance with the manufacturers recommendations for the spacing of supports on horizontal runs for the particular type of cable or waveguide, the cable or waveguide shall be secured to the brackets on the bridge using clamps and hardware specifically manufactured for that purpose.
3. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

D. CABLE LADDER AND WAVEGUIDE

1. Licensee shall install a ladder for the vertical routing of cable and waveguide. From the horizontal to vertical transition at the point where the bridge meets the tower to the point at which the cable or waveguide must leave the bridge to route to the antenna, all cable and waveguide is to be attached to the ladder in accordance with the recommendations of the manufacturer of the cable or waveguide.
2. No cable or waveguide run shall be clamped, tied or any way affixed to a run belonging to Licensor or any another licensee.

E. DISTRIBUTION RUNS

1. Cable or waveguide runs from the cable ladder to the point at which they connect to the antenna shall be routed along tower members in a manner producing a neat and professional site appearance.
2. Cable and/or waveguide runs shall be specifically routed so as not to impede the safe use of the tower leg or climbing bolts, or to restrict the access of Licensor or any another licensee.
3. Distribution runs shall be clamped to the tower in accordance with the recommendations of the manufacturer of the cable or waveguide.
4. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to Licensor or any another licensee.

F. LENGTHS

1. Cable and/or waveguide runs shall not be longer than necessary to provide a proper connection and normal maintenance and operation.
2. No coiled lengths shall be permitted on the tower, bridge or on the ground.

G. ENTRY

1. Entry of the cable or waveguide to the interior of the shelter shall be via ports provided in the shelter wall.
2. Cable and/or waveguide entering a port shall be provided with a boot to seal the port; the boot shall be a Microflect or equivalent commercial product made specifically for the type of cable or waveguide and for diameter of the entry port, and approved by Licensor before installation. It shall be installed in accordance with the instructions of the manufacturer and the port shall be sealed against the intrusion of moisture.

XIV. EQUIPMENT LOCATED WITHIN LICENSOR'S EQUIPMENT BUILDING

A. EQUIPMENT INSTALLATION REQUIREMENTS

1. Any mounting to walls either outside or inside Licensor's building must be pre-approved by Licensor.
2. All racks and equipment are to be plumb and true with the walls and floor of the shelter and reflect an installation consistent with the electrical and operational requirements of the equipment and appearance standards of a professional installation.
3. Racks are to be bolted to the floor and aligned on the center line as in the site drawing provided to the Licensor.
4. Racks are not to be attached to the cable trays.

B. TRANSMISSION LINES AND/OR WAVEGUIDE ROUTING

1. Cable trays and/or troughs are required within the shelter for the routing of cable and waveguide to the equipment racks

- and termination points.
2. All cable and waveguide shall be placed and secured to the cable tray.

C. LENGTHS

1. Cable and/or waveguide runs in the equipment shelter shall not be longer than necessary in order to provide a proper connection.
2. While adequate slack for purposes of maintenance and operation is permitted, no coiled lengths on the tray or elsewhere in the shelter are permitted for normal maintenance and operation.

XV. GROUNDING

1. The Licensee must adhere to either the Motorola or AT&T grounding specification outlined above based on Licensor's equipment at facility.
2. All exterior grounding shall be C.A.D. welding.
3. All antennas shall be bonded to the tower.
4. Cable and waveguide shall be grounded as a minimum at three specific points, and for vertical runs in excess of 200 feet at intermediate points.
5. All cable and waveguide shall be grounded to the tower at the point where the run effectively breaks from the tower for its connection to the antenna, using clamps and hardware specifically manufactured for that purpose.
6. On the vertical portion of the cable or waveguide run, just above where it starts to make its transition from a vertical tower to a horizontal bridge run, all cable and waveguide shall be grounded to the tower using clamps and hardware specifically manufactured for that purpose.
7. On the exterior of each shelter, at a point near the entry ports, a grounding plate must be provided for terminating ground leads brought from the cable and waveguide. Each cable and waveguide run shall be grounded at this point using clamps and hardware specifically manufactured for that purpose.
8. On cable and waveguide installations where the vertical tower length exceeds 200 feet, the run shall be grounded at equally spaced intermediate points along the length of the run so as not to have a distance between grounding points longer than 100 feet.
9. Cable and waveguide grounding leads shall connect to a separate point for each run to the common ground point.
10. Grounding straps shall be kept to a minimum length and as near as possible to vertical down lead and shall be consistent with the restraints of protective dress and access.
11. Grounding plates must be provided for single point access to the site grounding system. Each rack shall have a properly sized, insulated ground lead from the rack safety and signal grounds to one of the grounding points on the ground plate.
12. The insulated ground lead shall follow the route of and be placed in the cable tray.
13. Each rack shall be separately grounded.
14. All modifications to grounding system must meet Licensor's impedance specification.

XVI. ELECTRICAL

1. Power requirements must be approved, in advance by Licensor.
2. Polarized electrical outlets should be installed for all transmitters when possible.
3. Surge protection is required for all base stations.

XVII. ELECTRICAL DISTRIBUTION

1. All electrical wiring from the distribution breaker panel shall be via rigid metal conduit, thin wall, routed along the under side of the cable tray to a point directly above the equipment rack. From this point, Licensee may select how to distribute to its equipment or rack.

XVIII. TEMPORARY LOADS

1. Test equipment, soldering irons or other equipment serving a test or repair function may be used only if the total load connected to any single dual receptacle does not exceed 15 amps.
2. Test equipment to be in place for more than seven (7) days will require prior approval of the Licensor.

XIX. HEATING, VENTILATING, AND AIR CONDITIONING

1. Any additional equipment or equipment upgrade having a greater heat dissipation requirement than the existing system will be the responsibility of the Licensee and if different than specified in the Application can not be installed without the prior approval of the Licensor.

XX. DOORS

1. Equipment building doors shall be kept closed at all times unless when actually moving equipment in or out.

XXI. SITE APPEARANCE

1. Services to maintain the appearance and integrity of the site will be provided by the Licensor and will include scheduled cleaning of the shelter interiors.
2. Each licensee is expected and required to remove from the site all trash, dirt and other materials brought into the shelter, or onto the site during their installation and maintenance efforts.
3. No food or drink is allowed within the equipment shelter.
4. No smoking is allowed on the Tower site.

XXII. STORAGE

No parts or material may be stored on site by Licensee.

XXIII. DAMAGE

1. Licensee shall report to Licensor any damage to any item of the facility, structure, component or equipment, whether or not caused by Licensee.

XXIV. REPORTING ON SITE

1. Personnel on site shall be required to communicate with the Network Operating Center by calling **1-800-852-2671** and report their arrival on site, identity, purpose, expected and actual departure times.
2. Emergency 24 hour contact number(s) must be displayed on outside of equipment cabinet/building.

Exhibit "D"
Prime Lease

{Attach Prime Lease Here}

STATE OF TEXAS
COUNTY OF WISE

§
§

AMENDMENT TO GROUND LEASE AGREEMENT

WHEREAS, pursuant to a Ground Lease Agreement, dated as of June 19, 1997, RAYMOND T. McGAHA and wife, LUCILLE McGAHA, ("OWNER") leased to DALLAS MTA, L. P., a Delaware limited partnership ("TENANT") by its sole general partner PRIMECO PERSONAL COMMUNICATIONS, L.P., a Delaware limited partnership, a portion of certain real property commonly known as 2 acres of land, more or less, situated in the G. M. Vigil Survey, Abstract No. 857, in the City of Decatur, Wise County, Texas, more particularly described in Exhibit "A1" attached hereto ("OWNER's Property"); and

WHEREAS, OWNER and TENANT now desire to amend the Lease as hereinafter set forth;

NOW THEREFORE in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Lease as follows:

1. Paragraph 6.A. as amended shall now read as follows:

Except to a partner company, affiliate or subsidiary of TENANT or PRIMECO or an affiliate or subsidiary of a partner company of TENANT or PRIMECO, TENANT shall not assign this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Leased Site, or any part thereof, without the prior written consent of OWNER, such consent not to be unreasonably withheld or delayed. OWNER's consent to an assignment or sublease shall be deemed given if OWNER does not respond to TENANT's request within thirty (30) days after OWNER's receipt of such request.

2. Paragraph 6.B. as amended shall now read as follows:

In the event of an assignment, the assignee shall also be considered the "TENANT" under this Lease and shall have the right (in addition to the rights in Paragraph 6.A.) to assign this Lease to Dallas MTA, L.P. or PRIMECO or an affiliate or subsidiary of a Dallas MTA, L.P. or PRIMECO or an affiliate or subsidiary of a parent company of Dallas MTA, L.P. or PRIMECO.

3. Except to the extent amended hereby, the Lease remains in effect and is hereby reaffirmed. In the event of any conflict between the terms of this Amendment and the terms of the Lease, this Amendment shall control.

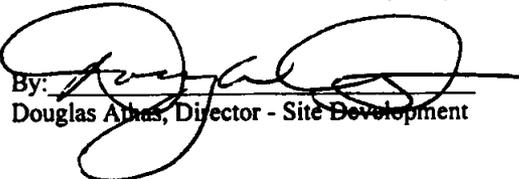
IN WITNESS WHEREOF, the parties hereto executed this Amendment to Lease as of the 16th day of December, 1997.

OWNER: RAYMOND T. McGAHA and wife, LUCILLE McGAHA


Raymond T. McGaha


Lucille McGaha

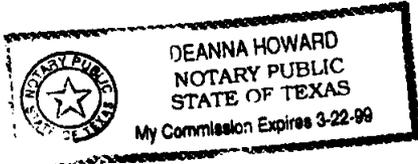
TENANT: DALLAS MTA, L. P., a Delaware limited partnership by its sole general partner PRIMECO PERSONAL COMMUNICATIONS, L.P., a Delaware limited partnership

By: 
Douglas Athas, Director - Site Development

ACKNOWLEDGMENT PAGE

STATE OF TEXAS §
COUNTY OF WISE §

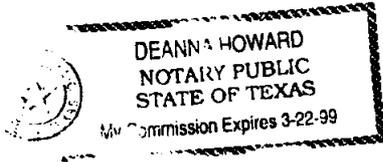
The foregoing instrument was acknowledged before me this 16 day of December, 1997, by Raymond T. McGaha. He is personally known to me or has produced a driver's license as identification.



Deanna Howard
NOTARY PUBLIC—STATE OF TEXAS
Deanna Howard
(Printed or Typed Name of Notary)
My Commission Expires: 3-22-99

STATE OF TEXAS §
COUNTY OF WISE §

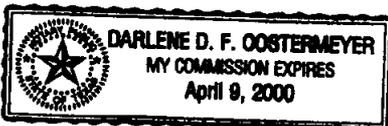
The foregoing instrument was acknowledged before me this 16 day of December, 1997, by Lucille McGaha. She is personally known to me or has produced a driver's license as identification.



Deanna Howard
NOTARY PUBLIC—STATE OF TEXAS
Deanna Howard
(Printed or Typed Name of Notary)
My Commission Expires: 3-22-99

STATE OF TEXAS §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 11th day of March, 1998, by Douglas Athas, as Director, Site Development of PrimeCo Personal Communications, L. P., a Delaware limited partnership as the sole general partner of Dallas MTA, L. P., a Delaware limited partnership, on behalf of said partnership. He is personally known to me.



Darlene D. Oostermeier
NOTARY PUBLIC—STATE OF TEXAS
(Printed or Typed Name of Notary)
My Commission Expires: _____

EXHIBIT "A1"
LEGAL DESCRIPTION

SITE ID S0218A

2 acres of land, more or less, situated in the G. M. Vigil Survey, Abstract No. 857, in Wise County, Texas, being part of a 17.03 acre tract described in Deed from Gladys Rose et al to Homer Matney, Jr. dated August 24, 1965, recorded in Vol. 269, Page 357, Wise County Deed Records; and being more particularly described as follows:

Beginning at the Northeast corner of the J. B. Williams Survey, Abstract No. 880;

THENCE East 220.0 feet;

THENCE South 165 feet;

THENCE South 63 degrees East 190.0 feet;

THENCE South 71 degrees 30' East 176 feet;

THENCE South 67 degrees 30' East 260 feet;

THENCE South 59 degrees 45' East 170.58 feet to the Place of Beginning of herein described tract, said pin being in the South Right-of-Way line of the Old Decatur and Chico Rd. (Highways 287 and 81);

THENCE South 59 degrees 45' East, 417.42 feet along said Old Decatur and Chico Rd. to an iron pin for corner;

THENCE South 24 degrees 15' West, 120.25 feet along fence line to an iron pin for corner;

THENCE South 10 degrees 51' West, 110.0 feet along fence line to an iron pin for corner;

THENCE North 59 degrees 45' West, 481.0 feet to an iron pin for corner;

THENCE North 24 degrees 15' East, 203.6 feet to the Place of Beginning.

Wells

GROUND LEASE AGREEMENT

REVIEWED BY *MMM*
PRIMECO
LEGAL DEPARTMENT

SITE ID S0218A

THIS GROUND LEASE AGREEMENT ("Lease"), is entered into as of this 19th day of June, 1997, by and between RAYMOND T. McGAHA and wife, LUCILLE McGAHA ("OWNER"), and DALLAS MTA, L.P., a Delaware limited partnership ("TENANT"), by its sole general partner, PRIMECO PERSONAL COMMUNICATIONS, L.P., a Delaware limited partnership ("PRIMECO").

In consideration of the premises and of the mutual obligations and agreements in this Lease, the parties agree as follows:

1. THE LEASED SITE

A. OWNER is the titleholder of that certain real property commonly known as 2 acres of land, more or less, situated in the G. M. Vigil Survey, Abstract No. 857, in Wise County, Texas, City of Decatur, County of Wise, State of Texas ("OWNER's Property") which is described on the attached Exhibit "A1". The parties agree that as to the legal description of OWNER's Property, such description as corrected, if necessary, may be attached by TENANT as Exhibit "A1" after execution of this Lease.

B. TENANT hereby desires to lease a portion of OWNER's Property, together with obtaining a right of access and a right to install utilities (the "Leased Site"). The Leased Site which is the subject of this Lease is located within OWNER's Property, is approximately thirty-six hundred (3600) square feet, is more specifically described as a sixty (60) foot by sixty (60) foot parcel of land, and is situated substantially as shown on the attached Exhibit "A2" (any sketch therein may not be to scale and therefore is not intended to be used for measurement purposes). TENANT, its agents, employees, contractors, subcontractors and authorized representatives may park their vehicles on OWNER's Property when TENANT is constructing, removing, replacing, servicing, maintaining, securing and/or operating its communications facility.

C. OWNER and TENANT hereby agree that the Leased Site (including an access right-of-way thereto) may be surveyed by a licensed surveyor at the sole cost of TENANT, and such survey shall then replace Exhibit "A2" and become a part hereof and shall control to describe the Leased Site in the event of any discrepancy between such survey and the description contained in Paragraph 1.B. above.

2. LEASE AND EASEMENT

OWNER leases the Leased Site to TENANT and grants to

TENANT a non-exclusive easement (during the term of this Lease) to access the Leased Site (seven (7) days a week, twenty-four (24) hours a day) and to install, remove, replace, and maintain utility cables, conduits and pipes from the Leased Site to the appropriate, in the discretion of TENANT, source of electric, fiber, cable and telephone facilities.

3. TERM AND RENT

A. The initial term of this Lease (the "Initial Term") shall commence on the effective date indicated above and expire on June 30, 1998. During the Initial Term, TENANT shall pay OWNER in advance as full payment for all rent due during the Initial Term.

B. During the Initial Term, TENANT, at its sole option, may extend this Lease for an additional five (5) year extension period (beginning on the "Commencement Date" which shall be the earlier of (i) the day following the last day of the Initial Term or (ii) the first day of the month following commencement of the installation of TENANT's equipment on OWNER's Property) by giving written notice to OWNER of its election to terminate the Initial Term by extending this Lease and specifying the Commencement Date. Thereafter, unless TENANT advises OWNER in writing during an extension period that it does not desire additional extensions, this Lease shall automatically renew and extend for four (4) additional five (5) year extension periods, each beginning upon the expiration of the term then in effect.

C. During the first extension period of this Lease, the annual rent (the "Annual Rent") shall be each year, payable to OWNER annually in advance, beginning on the Commencement Date and on each anniversary thereof.

D. The Annual Rent for each extension period (after the first extension period) shall be the Annual Rent in effect for the final year of the prior extension period, increased by

E. Should this Lease still be in effect at the conclusion of all of the extension periods provided for herein, this Lease shall continue in effect on the same terms and conditions [other than Annual Rent which shall be an amount equal to the Annual Rent in effect for the preceding year, increased by for a further period of one (1) year, and for like annual periods thereafter, until and unless terminated by either party by giving to the other written notice of its intention to so terminate at least ninety (90) days before the expiration of the term then in

Raymond T. McGaha

W. J. ...

effect.

4. USE OF THE LEASED SITE

A. TENANT may use the Leased Site to construct, remove, replace, service, maintain, secure and operate a communications facility, including, without limitation, required TENANT antenna array (as such antenna array may be modified, added to, or substituted from time to time) and antenna support structures, and for any other uses incidental thereto. TENANT may construct a fence around the Leased Site. Each such antenna array or antenna support structure may be configured as requested by TENANT from time to time, provided TENANT obtains, pursuant to Paragraph 4.B., all permits and approvals required by applicable jurisdictions for such requested configuration. OWNER shall have the right to approve plans for any improvements installed by TENANT on the Leased Site, such approval not to be unreasonably withheld; provided that OWNER must notify TENANT of its approval or disapproval of any such plans within five (5) days after the submission of such plans by TENANT to OWNER, and in the event that OWNER fails to so notify TENANT, OWNER shall be deemed to have approved such plans.

B. OWNER acknowledges that TENANT's ability to use the Leased Site for its intended purposes is contingent upon TENANT's obtaining and maintaining, both before and after the Commencement Date, all of the certificates, permits, licenses and other approvals (collectively, "Governmental Approvals") that may be required by any federal, state or local authority for the foregoing uses and improvements to the Leased Site desired by TENANT. OWNER shall promptly cooperate with TENANT in TENANT's efforts to obtain such Governmental Approvals and shall take no action that would adversely affect TENANT's obtaining or maintaining such Governmental Approvals.

5. TERMINATION

A. If any of the following occurs, TENANT shall have the right to immediately terminate this Lease for cause by giving written notice to OWNER of such termination:

(1) TENANT determines, in its sole discretion, that it will be unable to obtain, or that it will be undesirable to proceed with attempting to obtain, all necessary Governmental Approvals for TENANT's intended use of and improvements to the Leased Site desired by TENANT; or

(2) TENANT's application for any Governmental Approvals necessary for TENANT's use of the Leased Site and improvements desired by TENANT is denied; or

(3) any Governmental Approvals necessary for

TENANT's use of the Leased Site and/or improvements to the Leased Site, whether now or hereafter desired by TENANT, are canceled, expired, lapsed or are otherwise withdrawn, terminated or denied so that TENANT, in its reasonable judgment, determines that it will no longer be able to use the Leased Site for TENANT's intended use; or

(4) the Federal Communications Commission (which allocates the frequencies at which TENANT may operate its antennas and equipment) changes the frequencies at which TENANT operates its antennas and equipment, which change, in TENANT's reasonable judgment, renders its operation of a communications facility at the Leased Site obsolete; or

(5) TENANT obtains, in its reasonable judgment, unacceptable results of any radio test, survey, title report or environmental study.

Any termination notice rendered by TENANT pursuant to this Paragraph shall cause this Lease to expire with the same force and effect as though the date set forth in such notice was the date originally set as the expiration date of the Lease.

B. In addition, and provided that TENANT is not then in default under this Lease, TENANT may, during any extension period, upon ninety (90) days written notice to OWNER, terminate and cancel this Lease if TENANT determines that the Leased Site has become unsuitable for TENANT's operations, upon payment in cash to OWNER of a termination fee equal to six (6) months' rent at the rate then in effect. As to such termination fee, TENANT shall receive a credit equal to the amount of any unearned rent as of the date of such termination.

6. ASSIGNMENT AND SUBLETTING

A. Except to a "Partner Company", "Affiliate" or "Subsidiary" of TENANT or PRIMECO or an "Affiliate" or "Subsidiary" of a "Partner Company" of TENANT or PRIMECO (as defined below), TENANT shall not assign this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Leased Site, or any part thereof, without the prior written consent of OWNER, such consent not to be unreasonably withheld or delayed. OWNER's consent to an assignment or sublease shall be deemed given if OWNER does not respond to TENANT's request within thirty (30) days after OWNER's receipt of such request.

B. Each of the partners of TENANT or PRIMECO is a Partner Company. An Affiliate of an entity is any entity fifty-one percent (51%) or more of the ownership of which is owned, directly or indirectly, by such entity. A Subsidiary of an entity is any entity eighty percent (80%) or more of the ownership of which is owned by such entity.

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C. No consent by OWNER to any assignment or sublease by TENANT shall relieve TENANT of any obligation to be performed by TENANT under this Lease, whether arising before or after the assignment or sublease. The consent by OWNER to any assignment or sublease shall not relieve TENANT from the obligation to obtain OWNER's express written consent to any other assignment or sublease.

D. Any sale or other transfer, including by consolidation, merger or reorganization, of a majority of the voting stock of TENANT, if TENANT is a corporation, or any sale or other transfer of a majority in interest (whether of profits, losses, capital or voting power) or a majority of the persons comprising the managers of the partnership, if TENANT is a partnership, shall not be an assignment for purposes of this Paragraph 6.

7. INDEMNIFICATION AND INSURANCE

A. TENANT hereby agrees to indemnify and hold OWNER harmless from and against any and all claims of liability for personal injury or property damage to the extent that they result from or arise out of (i) the acts or omissions of TENANT, its agents and employees in, on or about the Leased Site, excepting however, such claims or damages as may be due to or caused solely by the acts or omissions of OWNER, its employees or agents, and/or (ii) TENANT's breach of any term or condition of this Lease on TENANT's part to be observed or performed.

B. OWNER hereby agrees to indemnify and hold TENANT harmless from and against any and all claims of liability for personal injury or property damage to the extent that they result from or arise out of (i) the acts or omissions of OWNER, its agents and employees in, on or about the Leased Site, excepting, however, such claims or damages as may be due to or caused solely by the acts or omissions of TENANT, its employees or agents, and/or (ii) OWNER's breach of any term or condition of this Lease on OWNER's part to be observed or performed.

C. TENANT shall provide OWNER with a certificate of insurance if requested in writing by OWNER, issued by an insurance company licensed to do business in Texas indicating that TENANT carries commercial general liability insurance with limits of liability thereunder of not less than \$1 million combined single limit for bodily injury and/or property damage together with an endorsement for contractual liability. Such insurance shall name OWNER as an additional insured with respect to the Leased Site. TENANT will provide OWNER with a renewal certificate within ten (10) business days of OWNER's written request for such certificate. Any insurance required to be provided by TENANT under this Paragraph 7 may be provided by a blanket insurance policy covering the Leased Site and other locations of TENANT, provided such

blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. TENANT may also fulfill its requirements under this Paragraph 7 through a program of self-insurance. If TENANT elects to self-insure, then TENANT shall furnish OWNER with a letter stating that there is a self-insurance program in effect that provides for the same, or greater, coverage than required of TENANT herein.

8. UTILITIES

TENANT shall be responsible directly to the serving entities for all utilities required by TENANT's use of the Leased Site, however, OWNER agrees to cooperate with TENANT in its efforts to obtain utilities from any location provided by the OWNER or the servicing utility. Should electric power be provided by OWNER, TENANT will install an electric meter and TENANT's usage shall be read by OWNER (or, at TENANT's option and cost, by a meter reading service selected by TENANT) on a monthly basis and the cost of electricity used by TENANT shall be paid monthly by TENANT to OWNER, upon thirty (30) days written notice thereof, as a payment separate from rent.

9. RIGHTS TO EQUIPMENT; CONDITION ON SURRENDER

A. TENANT's antennas and equipment shall remain personal to and the property of TENANT. At the termination or expiration of this Lease, TENANT shall remove its antennas and/or equipment. TENANT (i) shall repair any damage caused by such removal, (ii) with respect to any land leased shall remove all of its equipment to two feet below grade, and (iii) shall otherwise surrender the Leased Site at the expiration of the term (as the same may have been extended or the earlier termination thereof) in good condition, ordinary wear and tear, damage by fire and other casualty excepted. At the termination or expiration of this Lease, TENANT may offer to sell its antennas and/or equipment to OWNER.

B. Any claims relating to the condition of the Leased Site must be presented by OWNER in writing to TENANT within thirty (30) days after the termination or expiration of this Lease or OWNER shall be deemed to have irrevocably waived any and all such claims.

10. TENANT DEFAULTS

A. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by TENANT:

(1) The failure by TENANT to make any payment of rent or any other payment required to be made by TENANT

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hereunder, as and when due, where such failure shall continue for a period of twenty (20) days after written notice thereof is received by TENANT from OWNER.

(2) The failure by TENANT to observe or perform any of the covenants or provisions of this Lease to be observed or performed by TENANT, other than as specified in Paragraph 10.A.(1), where such failure shall continue for a period of thirty (30) days after written notice thereof is received by TENANT from OWNER; provided, however, that it shall not be deemed an Event of Default by TENANT if TENANT shall commence to cure such failure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

B. If there occurs an Event of Default by TENANT, in addition to any other remedies available to OWNER at law or in equity, OWNER shall have the option to terminate this Lease and all rights of TENANT hereunder.

C. If there occurs an Event of Default by TENANT, OWNER shall not have the right, prior to the termination of this Lease by a court of competent jurisdiction, to re-enter the Leased Site and/or remove persons or property from the Leased Site.

11. NOTICES

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice) or as otherwise provided under applicable state law. Notice by any other method (whether by hand-delivery, overnight delivery service, or otherwise) shall only be deemed effective upon receipt by the intended recipient. Should OWNER or TENANT have a change of address, the other party shall immediately be notified as provided in this Paragraph of such change. Unless OWNER otherwise specifies in writing, rent checks from TENANT shall be sent to the person listed below to whom notices are sent.

TENANT:

DALLAS MTA, L.P.

Attn: North Texas Property Manager
c/o PrimeCo Personal Communications, L.P.
5221 N. O'Connor Blvd., Suite 1000
Irving, Texas 75039
Telephone Number: (972) 337-3000
Facsimile Number: (972) 337-3119

With a copy to:

Primeco Personal Communications, L.P.
Attn: Legal Department
Associate General Counsel- Southwest Region
5221 N. O'Connor Blvd., Suite 1000

Irving, Texas 75039

Telephone Number:

(972) 337-3000

Facsimile Number:

(972) 337-3027

OWNER:

Raymond T. McGaha and wife, Lucille McGaha

Address: 301 Rose St.

Decatur, TX 76234

Attn: Raymond T. McGaha

Telephone Number: (817) 627-5979

Facsimile Number: ()

12. SALE OR TRANSFER BY OWNER

Should OWNER, at any time during the term of this Lease, sell, lease, transfer or otherwise convey all or any part of OWNER's Property to any transferee other than TENANT, then such transfer shall be under and subject to this Lease and all of TENANT's rights hereunder.

13. HAZARDOUS SUBSTANCES

A. OWNER warrants and agrees that neither OWNER nor, to OWNER's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined in Paragraph 13.B.) on, under, about or within OWNER's Property in violation of any law or regulation. OWNER and TENANT each agree that they will not use, generate, store or dispose of any Hazardous Material (as defined in Paragraph 13.B.) on, under, about or within OWNER's Property in violation of any applicable law or regulation.

B. OWNER and TENANT each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in Paragraph 13.A. As used in Paragraph 13.A., "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

14. CONDEMNATION

A. In the event the whole of OWNER's Property, including without limitation the Leased Site, shall be taken or condemned, either temporarily or permanently, for public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then this Lease shall forthwith automatically cease and terminate.

B. In the event any portion of the Leased Site shall be taken or condemned, either temporarily or permanently, for

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public purposes, or sold to a condemning authority under threat of condemnation to prevent taking, then OWNER agrees that TENANT may use and/or construct upon an alternative portion of OWNER's Property which is equally suitable for TENANT's purposes, provided such space is available. The exact site to which TENANT may relocate will be determined by OWNER, and it may be upon any portion of OWNER's Property (or other property owned or controlled by OWNER), provided that TENANT reasonably approves the site as equally suitable for TENANT's intended uses. OWNER will designate a site to which TENANT may relocate prior to the taking, condemnation or sale. In the event no alternative portion of the OWNER's Property (or other property owned or controlled by OWNER) is equally suitable for the purposes of TENANT, then this Lease shall forthwith automatically cease and terminate.

C. OWNER shall receive the entire condemnation award for land and such other improvements as are paid for by OWNER, and TENANT hereby expressly assigns to OWNER any and all right, title and interest of TENANT now or hereafter arising in and to any such award. TENANT shall have the right to recover from such authority, but not from OWNER, any compensation as may be awarded to TENANT on account of the leasehold interest, moving and relocation expenses, and depreciation to and removal of the personal property and fixtures of TENANT.

15. LIENS

TENANT shall keep the Leased Site free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for TENANT. TENANT shall, within twenty (20) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which OWNER permits TENANT to perform on the Leased Site shall be deemed to be for the use and benefit of OWNER so that no mechanic's or other lien shall be allowed against the estate of OWNER by reason of its consent to such work. OWNER shall have the right to post notices that it is not responsible for payment for any such work.

16. TAXES

A. TENANT shall be liable for and shall pay to the applicable taxing authority if billed directly to TENANT, or to OWNER if billed to OWNER, upon thirty (30) days prior written notice from OWNER, any and all taxes and assessments levied against any personal property or trade or other fixtures placed by TENANT in or about the Leased Site.

B. TENANT shall pay as additional rent any increases in real property taxes levied against OWNER's Property as a result of the improvements constructed by TENANT on the Leased Site. TENANT will not be responsible for any increases in real property taxes which are a result of reassessment of OWNER's

Property due to any sale or transfer of ownership thereof.

17. QUIET ENJOYMENT AND NON-INTERFERENCE

A. OWNER warrants and agrees that TENANT, upon paying the rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Leased Site, and OWNER shall not have access to the Leased Site or TENANT's equipment unless OWNER is accompanied by an employee, representative or agent of TENANT.

B. OWNER hereby grants to TENANT, as a primary inducement to TENANT's entering into this Lease, the right to install its antennas and antenna support structures and operate its communications facility on OWNER's Property. From time to time OWNER may grant to other entities the right to operate communications facilities on OWNER's Property and/or the right to install antennas in connection with the operation of such facilities or other communications facilities; provided, however that OWNER shall not allow the operation of such facilities and antennas by other occupants to interfere with the operation of TENANT's antennas and equipment as it exists at the time of such other occupant's installation or as it may be modified at any time during the term of this Lease, as the same may be extended. If any such interference occurs, OWNER agrees to eliminate or cause the elimination of such interference with TENANT's operations within a reasonable time after receipt of TENANT's notice of such interference and, if necessary, to cause the interfering party to cease its operations. If such interference continues for more than such reasonable time period after TENANT's notice to OWNER with respect to such interference, then TENANT shall have the right, in addition to its right to pursue any or all remedies available to it at law or in equity, to immediately terminate this Lease by giving written notice to OWNER of such termination.

18. BROKERS

OWNER and TENANT represent to each other that they have not negotiated with any real estate broker in connection with this Lease. OWNER and TENANT agree that should any claim be made against the other for a real estate broker's commission, finder's fee or the like by reason of the acts of such party, the party upon whose acts such claim is predicated shall indemnify and hold the other party free and harmless from all losses, costs, damages, claims, liabilities and expenses in connection therewith (including, but not limited to, reasonable attorneys' fees) and shall defend such action by legal counsel reasonably acceptable to the indemnified other party.

19. ESTOPPEL CERTIFICATES

A. TENANT, at the request of OWNER, shall provide OWNER with a certificate stating: (i) that this Lease is unmodified and in full force and effect (or, if there has been any

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modification, that the same is in full force and effect as modified and stating the modification); (ii) whether or not, to TENANT's knowledge, there are then existing any set-offs, or defenses against the enforcement by OWNER of any of TENANT's agreements, terms, covenants or conditions hereof (and, if so specifying the same); and (iii) the dates, if any, to which the rent has been paid in advance.

B. OWNER, at the request of TENANT, shall provide TENANT with a certificate stating: (i) whether OWNER has any claim against TENANT and if so, stating the nature of such claim; (ii) that OWNER recognizes TENANT's right to TENANT's antennas, equipment and other property; (iii) that TENANT has the right to remove TENANT's equipment and other property from the Leased Site notwithstanding that same may be considered a fixture under local law; and (iv) that OWNER has no interest in and disclaims any interest to TENANT's equipment and other property.

20. MISCELLANEOUS PROVISIONS

A. OWNER warrants and agrees that OWNER is seized of good and sufficient title to and interest in the Leased Site and has full authority to enter into and execute this Lease and that there are no undisclosed liens, judgments or impediments of title on OWNER's Property that would affect this Lease.

B. This Lease, including attached exhibits which are hereby incorporated by reference, incorporates all agreements and understandings between OWNER and TENANT, and no verbal agreements or understandings shall be binding upon either OWNER or TENANT, and any addition, variation or modification to this Lease shall be ineffective unless made in writing and signed by the parties.

C. OWNER agrees that OWNER's Property, and all improvements, comply and during the term of this Lease shall continue to comply with all building, life/safety, disability and other laws, codes and regulations of any applicable governmental or quasi-governmental authority. All such compliance shall be accomplished at OWNER's sole cost and expense.

D. This Lease and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of Texas.

E. This Lease, and each and every covenant and condition herein, is intended to benefit the Leased Site and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

F. The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been

used in each separate paragraph.

G. The parties acknowledge that each has had an opportunity to review and negotiate this Lease and have executed this Lease only after such review and negotiation. The language of each part of this Lease shall be construed simply and according to its fair meaning, and this Lease shall not be construed more strictly in favor or against either party.

H. At OWNER's option, this Lease shall be subordinate to any mortgage by OWNER which from time to time may encumber all or any part of the Leased Site, provided that every such mortgagee shall recognize (in writing and in a form acceptable to TENANT) the validity of this Lease in the event of a foreclosure of OWNER's interest and also TENANT's right to remain in occupancy and have access to the Leased Site as long as TENANT is not in default of this Lease. TENANT shall execute whatever instruments may reasonably be required to evidence this subordination. If, as of the date of execution of this Lease, there is any deed of trust, ground lease or other similar encumbrance affecting OWNER's Property, OWNER agrees to use its best efforts in cooperating with TENANT to obtain from the holder of such encumbrance an agreement that TENANT shall not be disturbed in its possession, use and enjoyment of the Leased Site.

I. If OWNER breaches this Lease in any manner or substantially breaches any material term contained in any mortgage or deed of trust superior to TENANT's estate under this Lease (other than any mortgage or deed of trust for which TENANT has obtained a non-disturbance agreement in accordance with Paragraph 20.H.) or contained in any lease under which OWNER holds title to any portion of OWNER's Property, and if OWNER fails to commence to cure such breach within thirty (30) days after receiving a written notice from TENANT exactly specifying the violation (or if OWNER fails thereafter to diligently prosecute the cure to completion), then TENANT may enforce each of its rights and remedies under this Lease or provided by law or it may (although it shall not be obligated to do so) cure OWNER's breach or perform OWNER's obligations (on OWNER's behalf and at OWNER's expense) and require the OWNER to reimburse (or offset against rent) all reasonable expenses incurred in doing so plus interest (from the date such expenses are incurred until reimbursement) at ten percent (10%) per annum.

J. In the event that (i) the Leased Site is encumbered by or subject to any debts and liens, and (ii) OWNER defaults in the payment and/or performance of said debts and liens, TENANT may, at its option and without obligation, cure or correct OWNER's defaults, and upon doing so, TENANT shall be subrogated to any and all rights, superior titles, liens, and equities owned or claimed by the holders of such debts and liens, and TENANT shall be entitled to deduct and set-off against all rents that next may be or may become due under this

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Lease until all sums so paid by TENANT to cure or correct OWNER's defaults have been deducted and set-off in full against such rents.

K. If any portion of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Lease shall continue in full force and effect.

L. If a dispute arises between the parties relating to this Lease, the parties agree to meet to try to resolve the dispute. Such meeting shall be attended by individuals with decision-making authority to attempt, in good faith, to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, either party may request that such dispute be resolved through non-binding mediation. The mediator shall be an individual or firm with expertise in wireless telecommunications, as well as in the subject matter of the dispute. If either party institutes any action or proceeding in court to enforce any provision hereof, or any action for damages for any alleged breach of any provision hereof, then the prevailing party in such action or proceeding shall be entitled to receive from the non-prevailing party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party, together with its other reasonable litigation expenses.

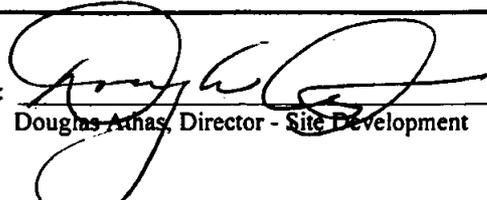
M. In addition to the other remedies provided for in this Lease, OWNER and TENANT shall be entitled to immediate restraint by injunction of any violation of any of the covenants, conditions or provisions of this Lease.

N. The captions of the paragraphs of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.

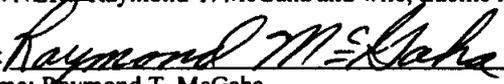
O. Concurrently with the execution of this Lease, OWNER shall execute before a notary and deliver to TENANT for recording a "Memorandum of Lease Agreement" in the form of the attached Exhibit "B", with the same Exhibits "A1" and "A2" as are attached to this Lease. Such Memorandum shall not disclose any financial terms, unless required to do so by the laws of such jurisdiction.

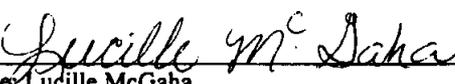
IN WITNESS WHEREOF, OWNER and TENANT have duly executed this Lease as of the date first above written.

TENANT: DALLAS MTA, L.P., a Delaware limited partnership, by its sole general partner, PRIMECO PERSONAL COMMUNICATIONS, L.P., a Delaware limited partnership

By: 
Douglas Athas, Director - Site Development

OWNER: Raymond T. McGaha and wife, Lucille McGaha

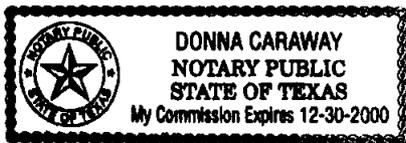
By: 
Name: Raymond T. McGaha

By: 
Name: Lucille McGaha

STATE OF TEXAS

COUNTY OF WISE

The foregoing instrument was acknowledged before me this 19th day of June, 1997, by Raymond T. McGaha. He has produced a driver's license as identification.

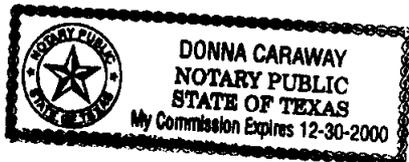


Donna Caraway
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF TEXAS

STATE OF TEXAS

COUNTY OF WISE

The foregoing instrument was acknowledged before me this 19th day of June, 1997, by Lucille McGaha. She has produced a driver's license as identification.

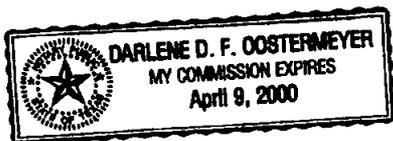


Donna Caraway
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF TEXAS

STATE OF TEXAS

COUNTY OF DALLAS

the foregoing instrument was acknowledged before me this 8th day of October, 1997, by Douglas Athas, as Director - Site Development of PrimeCo Personal Communications, L.P., a Delaware limited partnership, as the sole general partner of Dallas MTA, L.P., a Delaware limited partnership, on behalf of Dallas MTA, L.P. He is personally known to me.



Darlene D. Oostermeyer
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF TEXAS

EXHIBIT "A1"
LEGAL DESCRIPTION OF OWNER'S PROPERTY

SITE ID S0218A

2 acres of land, more or less, situated in the G. M. Vigil Survey, Abstract No. 857, in Wise County, Texas, being part of a 17.03 acre tract described in Deed from Gladys Rose et al to Homer Matney, Jr. dated August 24, 1965, recorded in Vol. 269, Page 357, Wise County Deed Records; and being more particularly described as follows:

Beginning at the Northeast corner of the J. B. Williams Survey, Abstract No. 880,

THENCE East 220.0 feet,

THENCE South 165 feet,

THENCE South 63 degrees East 190.0 feet,

THENCE South 71 degrees 30' East 176 feet,

THENCE South 67 degrees 30' East 260 feet,

THENCE South 59 degrees 45' East 170.58 feet to the place of beginning of herein described tract, said pin being in the South right-of-way line of the Old Decatur and Chico Rd. (Highways 287 and 81);

THENCE South 59 degrees 45' East, 417.42 feet along said Old Decatur and Chico Rd. to an iron pin for corner;

THENCE South 24 degrees 15' West, 120.25 feet along fence line to an iron pin for corner;

THENCE South 10 degrees 51' West, 110.0 feet along fence line to an iron pin for corner;

THENCE North 59 degrees 45' West, 481.0 feet to an iron pin for corner;

THENCE North 24 degrees 15' East, 203.6 feet to the place of beginning.

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OWNER INITIALS

TENANT INITIALS

**EXHIBIT "A2"
LEASED SITE**

SITE ID S0218A

BEING all that certain lot, tract or parcel of land situated in the G. M. Vigil Survey, Abstract No. 857, Wise County, Texas and being a part of that same 2.00 acre tract of land described in Trustee's Deed to Raymond T. McGaha and wife, Lucille McGaha as recorded in Volume 317, Page 160. Real Property Records of Wise County, Texas and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found for corner on the Southwest line of Rose Road, said iron rod being the Southeast corner of the above mentioned McGaha tract;

THENCE North 56° 52' 06" West, 17.54 feet along the Southwest Right-of-Way line of said Rose Road to a point;

THENCE South 33° 36' 21" West, 148.79 feet to a point in the Northeast line of the herein described Lease Property;

THENCE South 56° 35' 41" East, 40.00 feet along said Northeast line to a 1/2 inch iron rod set for the PLACE OF BEGINNING and the East corner of the herein described Lease Property;

THENCE South 33° 24' 19" West, 60.00 feet to a 1/2 inch iron rod set for corner in the South line of said 2.00 acre tract;

THENCE North 56° 35' 41" West, 60.00 feet along the South line of said 2.00 acre tract to a 1/2 inch iron rod set for corner;

THENCE North 33° 24' 19" East, 60.00 feet to a 1/2 inch iron rod set for corner;

THENCE South 56° 35' 41" East, 60.00 feet to the PLACE OF BEGINNING and containing 0.083 acre of land;

together with a 20' wide access and utility easement described as follows:

COMMENCING at a 1/2 inch iron rod found for corner on the Southwest line of Rose Road, said iron rod being the Southeast corner of the abovementioned McGaha tract;

THENCE North 56° 52' 06" West, 17.54 feet along the Southwest Right-of-Way line of said Rose Road to the PLACE OF BEGINNING of the herein described access and utility easement;

THENCE South 33° 36' 21" West, 148.79 feet to a point for corner in the Northeast line of the abovementioned Lease Property;

THENCE North 56° 35' 41" West, 20.00 feet along the Northeast line of said Lease Property to a 1/2 inch iron rod set for the North corner of said Lease Property;

THENCE North 33° 36' 21" East, 148.69 feet to a point for corner in the Southwest Right-of-Way line of said Rose Road;

THENCE South 56° 52' 06" East, 20.00 feet along the Southwest line of said Rose Road to the PLACE OF BEGINNING and containing 0.068 acre of land.


OWNER INITIALS


TENANT INITIALS