

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made this 9th day of May, 2001 by and between the City of Lincoln, a municipal corporation, whose address is 5550 South 10th Street, Room 203, Lincoln, Nebraska 68508 ("Licensor") and Qwest Wireless, L.L.C., a Delaware limited liability company, whose address is 1860 Lincoln, Fourteenth Floor, Denver, Colorado 80295 ("Licensee").

RECITALS

- A. Licensor owns property located at Antelope Park, 2740 "A" Street, Lincoln, in the County of Lancaster, State of Nebraska 68510 (Licensor's Property).
- B. Licensee is a provider of telecommunications services and is co-locating on a structure owned by a third party, but the land upon which it is erected is owned by the Licensor herein and leased to said third party (ALLTEL). In order to access Licensee's equipment to provide such services, Licensee desires to acquire an access for ingress and egress to the aforementioned structure the purpose of accessing the said telecommunications equipment upon the existing structure from the nearest public roadway to the said structure (the "Tract").
- C. Licensor is willing to grant to Licensee the right to ingress and egress over the Tract in the form attached hereto and made a part hereof (the "Tract"), upon the terms and conditions set forth herein. A legal description of the Total Property and the Tract are attached as Exhibit A and Exhibit B, respectively.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **License.** For the License Consideration hereinafter set forth, and subject to the provisions contained herein, Licensor hereby grants to Licensee, a license (the "License") for ingress and egress over the Tract.

2. **License Consideration and Period.** For and in consideration of the sum of Five Hundred and no/100 Dollars (\$500.00) per month and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged (the "License Consideration") for a term fifteen (15) years (the "License Period"), unless sooner terminated pursuant to the terms of this License Agreement. The License shall commence May 1, 2001. The License Consideration shall increase during the License Period at the same percentage and at the same times as Licensee's payments under the agreement with the third party identified in Recital B above, a copy of such agreement is attached as Exhibit C.

3. **Due Diligence.** During the License Period, Licensee, its agents, employees, engineers, or contractors shall have the right to enter upon the Tract and utilize its rights of ingress and egress.

4. Representations and Warranties.

a) Licensor represents that to Licensor's knowledge, no Hazardous Materials are or have been used, generated, stored or disposed of on the Tract in violation of any federal, state or local law or regulation by Licensor or any third party. "Hazardous Materials" shall mean asbestos or any hazardous substance, waste or materials defined in any federal, state or local environmental or safety law or regulation including, but not limited to, CERCLA.

b) Each party represents and warrants to the other that (i) it has full right, power and authority to execute this Agreement and has the power to grant all rights hereunder; (ii) its execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on said party; and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

5. Indemnification. Licensee and Licensor shall hold harmless, indemnify and defend the other against loss from negligent acts and omissions of itself and of its respective employees, agents, licensees and invitees.

6. Assignment. Licensee shall have the right to assign, apportion, sell, convey or otherwise transfer all or any part of this agreement to a subsidiary, affiliate, or any other company, so long as the use by such assignee is consistent with these granted herein.

7. Termination of License.

a) This Agreement shall terminate upon the earlier to occur of (a) the expiration of the License Period, if Licensee has not exercised the License by such time; or (b) the date upon which Licensee delivers written notice to Licensor terminating this Agreement as provided below; or c) upon expiration or termination of tower license agreement between ALLTEL and Licensee.

b) This Agreement may be terminated:

(1) by Licensor if Licensee fails to cure a default for payment of amounts due hereunder within thirty (30) days after Licensee's receipt of written notice of default from Licensor; or

(2) by the non-defaulting party if the other party defaults (other than a default described under Section 12(a) above) and fails to cure such default within sixty (60) days after written notice of such default is received by the defaulting party from the non-defaulting party; provided, however, that if such default is capable of being cured, the License may not be terminated so long as the defaulting party commences appropriate curative action within such sixty (60) day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

(3) or by Licensee upon sixty (60) days prior written notice, if the agreement with the third party identified in Recital B above is terminated.

8. Mediation. Any claim, controversy or dispute (collectively, "Claim") arising out of this Agreement shall be settled by the legal remedies available in any court having jurisdiction thereof; provided, however, prior to pursuing any Claim in court, the parties agree to submit to non-binding mediation pursuant to the American Arbitration Association. This mediation shall be held in the county in which the Site is located and each party shall pay its own cost and expense relating to the mediation. If either party is unsatisfied with the outcome of the non-binding mediation, then that party may pursue its remedies in any court having jurisdiction thereof. Licensor and Licensee waive their respective rights to

trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action proceeding and/or hearing brought by either Licensor against Licensee, or Licensee against Licensor, on any matter whatsoever arising out of, or in any way connected with, the Agreement and/or License, any claim of injury or damage, now or hereinafter in effect. Licensor and Licensee waive any and all rights to punitive or consequential damages.”

9. Miscellaneous.

a. This Agreement shall constitute the entire agreement and understanding of the parties with respect to Licensor's Property or the Site that is the subject matter hereof and supersedes all offers, negotiations and other agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

b. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

c. By executing this Agreement, the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

d. This Agreement shall be governed by the laws of the state in which Licensor's Property is located.

e. It is acknowledged that the Tract is a vital part of Licensor's operations. Licensee shall use the access in such a manner so that it does not interfere with Licensor's operation of its property nor will it interfere with access to the property by Licensor's personnel, agents or contractors. Licensee agrees to comply with any rules, regulations, and procedures that may be adopted by Licensor from time to time to provide reasonable security measures to protect the premises, so long as such measures do not materially interfere with Licensee's operations. Licensor retains the right to use the Tract and adjacent property at any time in connection with the need to provide service to its customers. Licensor will endeavor to do so in such a manner so as not to interfere with the Licensee's uses. Licensor retains the right to use the Tract and adjacent property in any ways that do not interfere with Licensee's uses.

10. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, or mailed by certified mail, return receipt requested, to the following addresses:

If to Licensor, to: City of Lincoln
575 South 10th Street, Room 4201
Lincoln, Nebraska 68508
Attention: Steve Huggenberger

with a copy to: City of Lincoln
Director of Parks
2740 "A" Street
Lincoln, Nebraska 68502
Attention: Lynn Johnson

If to Licensee, to: Staubach Global Service
Attn: Qwest RE Admin.
15601 Dallas Parkway, Suite 400
Dallas, Texas 75001

Site No. LIN005E

with a copy to: Qwest Law Department
1801 California, Suite 3800
Denver, Colorado 80202
Attn: Real Estate Attorney

and QWEST Wireless, L.L.C.
910 North 43rd Avenue, 2nd Floor
Omaha, Nebraska 68131
Attention: Real Estate Manager

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above set forth.

LICENSOR:

CITY OF LINCOLN, a municipal corporation

By: _____

Its: _____

Tax ID or SS #: 47-6006256

LICENSEE:

QWEST WIRELESS, L.L.C., a Delaware limited liability company

By: Bill Anderson

Its: Vice President Network Operations

Site No. LIN005E

EXHIBIT A

TOTAL PROPERTY LEGAL DESCRIPTION

Legal Description:

Lot 4, Perkins Subdivision, located in the North Half of Section 31, Township 10 North, Range 7 East, of the Sixth Principal Meridian, City of Lincoln, Lancaster County, Nebraska.

Parcel ID #: 17-30-320-001-000

Also known as: The Alltel Site in Antelope Park, 2740 "A" Street, Lincoln, Nebraska 68510

EXHIBIT B
EASEMENT TRACT

Legal Description Lease Site:

That part of Lot 4, Perkins Subdivision, located in the North Half of Section 31, Township 10 North, Range 7 East, of the Sixth Principal Meridian, City of Lincoln, Lancaster County, Nebraska, being more particularly described as follows:

Referring to the Northwest corner of said Lot 4 as the point of commencement, thence southeasterly S 29°58'44" E, 164.69 feet; thence northeasterly N 60°01'16" E, 6.20 feet, to the point of beginning for the described Lease Site; thence northeasterly N 59°47'45" E, 10.00 feet; thence southeasterly S 30°12'15" E, 10.00 feet; thence southwesterly S 59°47'45" W, 10.00 feet; thence northwesterly N 30°12'15" W, 10.00 feet, to the point of beginning for the described Lease Site.

Containing a total calculated area of 100 square feet, more or less.

Legal Description Access Easement:

An Access Easement 12 feet in width located in part of Lot 4, Perkins Subdivision, located in the North Half of Section 31, Township 10 North, Range 7 East, of the Sixth Principal Meridian, City of Lincoln, Lancaster County, Nebraska, being more particularly described as follows:

Referring to the Northwest corner of said Lease Site; thence northeasterly N 59°47'45" E, 6.00 feet, to the point of beginning for the center line of the described easement; thence northerly N 01°18'46" E, 16.64 feet; thence northeasterly N 32°42'54" E, 37.33 feet; thence northerly N 10°13'47" E, 74.96 feet; thence northeasterly N 28°16'29" E, 35.94 feet; thence northeasterly N 46°35'45" E, 42.72 feet; thence northeasterly N 70°35'32" E, 79.52 feet, to the point of termination for the center line of the described easement.

Legal Description Utility Easement:

Future Utility Easements requested by LES and Alltel through, on, over, under or across the premises shall be granted by the owner to LES and Alltel as requested.

Legal Description Existing ALLTEL Site:

That portion of Lot 4, Perkins Subdivision, located in the North Half of Section 31, Township 10 North, Range 7 East, of the Sixth Principal Meridian, City of Lincoln, Lancaster County, Nebraska, being more particularly described as follows:

Referring to the Northwest corner of said Lot 4 as the point of commencement; thence southeasterly S 29°58'44" E, 148.08 feet; thence northeasterly N 60°01'16" E, 5.77 feet, to the point of beginning for the described Lease Site; thence northeasterly N 59°29'55" E, 38.30 feet; thence southeasterly S 30°30'05" E, 41.00 feet; thence southwesterly S 59°29'55" W, 38.30 feet; thence northwesterly N 30°30'05" W, 41.00 feet, to the point of beginning for the described Lease Site.

Containing a total calculated area of 1570 square feet, more or less.

TOWER ATTACHMENT

COMMUNICATIONS SITE LICENSE AGREEMENT

THIS TOWER ATTACHMENT COMMUNICATIONS SITE LICENSE AGREEMENT ("Agreement") is entered into this 15th day of June, 2000, by and between Aliant Cellular Inc. d/b/a ALLTEL, a Nebraska corporation ("Licensor") and Qwest Wireless, L.L.C., a Delaware limited liability company ("Licensee") (collectively "the Parties").

1. **Grant.** Subject to the following terms and conditions, Licensor hereby grants Licensee the nonexclusive right to install, maintain, operate and remove radio communications equipment and appurtenances on Licensor's tower (the "Tower") located on the property described in Exhibit "A" (the "Premises"), at a position on the Tower as described in Exhibit "C" (the "Site Plan and Equipment") and subleases to Licensee a portion of the Premises for construction and occupancy of an equipment shelter or building to house Licensee's equipment on the Premises as more particularly described in Exhibit "C". Licensor shall continue to have the right to occupy the Premises and the Tower and to grant others rights to occupy or utilize the Premises and the Tower at Licensor's sole discretion. Any equipment, personal property, improvements, alterations or fixtures installed on the Premises by Licensee, other than structural improvements to the Tower (the "Equipment") that remain upon the Premises more than 90 days after the termination of this Agreement and notice to Licensee shall become the property of Licensor. Licensee may install Equipment as listed on Exhibit "C", or as Licensor may otherwise approve, such approval not to be unreasonably withheld, conditioned or denied. Further Licensee may make such structural improvements as may be required by this Agreement. Any such structural improvements shall become property of Licensor upon installation. Any personal property owned by Licensee, whether or not fixed or attached to the Premises or Tower, shall remain the property of Licensee prior to termination of this Agreement without regard to whether it appears on Exhibit "C". Licensor also grants to Licensee a non-exclusive easement during the term of this Agreement for ingress, egress and for the installation and transmission of utilities described in attached Exhibit "B" ("Easement"). Licensee shall pay its proportionate share of all costs of maintaining the Easement.

2. **Use.** Licensee shall use the Equipment and the Premises for the purpose of constructing, installing, maintaining, improving and operating, at Licensee's expense, a communications facility, including antennae, buildings and incidental uses. Licensee shall be solely responsible for securing any and all building permits and approvals, zoning changes or approvals, variances, use permits, and other governmental permits from applicable governmental authorities, including any Federal Aviation Administration approval (collectively, "Permits") prior to any construction on the Premises. Licensor agrees to reasonably cooperate with Licensee in obtaining the Permits. Copies of the Permits shall be provided to Licensor, as obtained. Licensee shall promptly pay all costs and expenses and shall not cause or permit any lien to be created against the Premises or the Tower.

3. **Prime Lease.** This Agreement is subject to all terms and conditions of that certain Lease Agreement dated November 24, 1992, with a Lease Term commencement date of July 1, 1992, between the City of Lincoln, Nebraska (the "Landlord") and Licensor, a copy of which is attached hereto as Exhibit "D" and incorporated by reference (the "Prime Lease"). Licensee shall not cause or commit or permit to be committed any act or omission which shall violate any term or condition of the Prime Lease. To the extent any such duties or obligations are not assumed by Licensee under this Agreement, Licensor agrees to abide by and fulfill its duties and obligations under the Prime Lease. In the event of the termination of Licensor's interest as Lessee under the Prime Lease for any reason, then this Agreement shall concurrently terminate. Licensee's antennae and equipment attached to the Tower shall be deemed a part of the "Antenna Facilities" as defined in the Prime Lease for purposes of this Agreement, to the extent not otherwise provided herein.

4. **Term.** The term of this Agreement shall be Two (2) years, commencing upon the commencement of construction, (the "Commencement Date") and terminating at midnight on June 30, 2002, ("Initial Term"). Provided Licensor has exercised its right to extend the Prime Lease and has not notified Licensee of its intent not to renew, Licensee shall have the right to extend this Agreement for Three (3) additional terms of Five (5) years each (a "Renewal Term") on the same terms and conditions as set forth in this Agreement except that all Consideration shall be as specified in Paragraph 5 below. This Agreement shall automatically be renewed for each successive Renewal Term unless Licensee notifies Licensor of Licensee's intention not to renew the Agreement at least 30 days prior to expiration of the then current term.

5. **Consideration.**

(a) Basic Monthly Payment. Beginning on the Commencement Date, Licensee shall pay to Licensor the sum of ~~[Confidential Information—Deleted for transmission]~~, per month (the "Basic Monthly Payment"). At the end of each twelve (12) month period during the Initial Term or any Renewal Term, Licensor shall increase the Basic Monthly Payment by six (6%) over the Basic Monthly Payment which was in effect during the previous twelve (12) month period. Licensor's failure to timely demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof.

(b) Late Payments. If the Basic Monthly Payment is not paid by the first day of any month, then Licensee shall pay an additional daily payment of five dollars (\$5.00) for each day the payment remains delinquent. This late charge is not a waiver of Licensor's right to declare this Agreement in default of the Basic Monthly Payment not made when due.

(c) Additional Payments. Beginning with the commencement of the Initial Term, Licensee shall pay all sums of money, charges, or other amounts required to be paid by Licensee, whether to Licensor or another entity, which shall be payments in addition to the Basic Monthly Payment ("Additional Payment"). Non-payment of any Additional Payment when due shall constitute a default under this Agreement to the same extent as would non-payment of the Basic Monthly Payment.

(d) Address for Payment. All payments by Licensee to Licensor shall be remitted to the following address:

Aliant Cellular Inc.
dba ALLTEL
Attn: Property Management Department
P. O. Box 2177
Little Rock, AR 72203

6. Tower Modification or Replacement.

(a) The Parties agree that Licensee may, upon Licensor's consent, and at Licensee's sole cost, structurally enhance or replace the Tower to accommodate Licensee's proposed Equipment: provided, however, such enhancement or replacement must comply with all applicable laws, regulations and requirements of any federal, state or local authority, and must not interfere with the operation of Licensor's or other Licensees' Facilities located on the Tower and/or Property.

(b) Licensee shall pay all costs incurred by Licensor and other Licensees using the Tower to relocate their Facilities on the enhanced or new Tower. Upon completion of and payment by Licensee for the structural enhancements or new Tower, such structural enhancements and/or new Tower shall be Licensor's property, and Licensee hereby conveys, transfers and assigns to Licensor such enhancements and/or new Tower free of all liens and encumbrances. Licensee agrees to provide to Licensor a Bill of Sale for the Tower upon completion or construction.

(c) Licensee shall in no event allow a construction or materialman's lien to be placed on the Tower, Premises, and/or Property and holds Licensor and Landlord harmless from any claims for damages or for unpaid wages, or materials used by subcontractors, vendors or employees arising from Licensee's construction of the replacement Tower.

(d) If Licensee chooses to replace the Tower, Licensee agrees to dismantle, remove and dispose of the existing communications Tower which is located on the Premises, and shall comply with all applicable local, state and federal requirements, regulations and laws regarding such activity. Plans for dismantling, removal and disposal of the Tower shall be agreed upon by the Parties in writing prior to commencement of dismantling.

7. Improvements by Licensee.

(a) Plans, Structural Analysis and RF Analysis. Prior to the commencement of any construction or installation on the Premises or Tower by Licensee, Licensee shall furnish, for review and approval by Licensor,

which approval shall not be unreasonably withheld, plans and specifications which may reasonably be required by Licensor for such construction or installation. Licensee shall not commence the construction or installation until Licensee has received written approval from the Licensor. If required by Licensor, Licensee shall conduct at Licensee's sole cost and expense, a structural analysis and wind load analysis of the Tower which includes any existing loads as well as the load of Licensee's antennas, cabling and appurtenances. Upon the written request of Licensor, Licensee shall conduct at Licensee's sole cost and expense, a radio frequency interference analysis ("RF Analysis") of the Licensee's Equipment and all other Equipment on the Tower as of the Commencement Date. Licensee shall use the contractor of Licensor's reasonable choice for structural analysis, wind load analysis, RF Analysis as well as the design and construction of platforms, antenna systems, cable runs and any other construction, installation or modification of any type to the Premises or Tower. Following the completion of any installation, modification or relocation (other than a relocation under Section 13) Licensee shall provide to Licensor updated as-built drawings, initialed by Licensee, documenting that all installed Equipment on the Premises and/or Tower conform to the plans and specifications previously approved by the Licensor. Following the completion of any installation, construction, modification or relocation, but prior to the activation of any Licensee Equipment affected thereby, Licensee, at Licensee's expense, shall engage a Licensor approved, independent inspector to perform an inspection of the Tower and to certify in writing to Licensor that all work has been properly performed in compliance with all applicable plans, specifications, drawings and/or other requirements.

(b) Equipment. A description of the communications systems equipment, shelter, compound and other personal property owned or operated by Licensee which Licensee anticipates shall be located by Licensee on the Premises and/or Tower is attached hereto as Exhibit "C" ("Equipment"). Licensee shall be responsible for all site work to be done on the Premises pursuant to this License. Licensee shall provide all materials and labor for the construction, installation, operation, maintenance and repair of the Equipment. Licensee shall not construct or install any equipment or improvements on the Premises other than which are described in Exhibit "C", or alter the radio frequency of operation of the Equipment without first obtaining the consent of Licensor. Licensee may remove any or all Equipment at Licensee's sole expense on or before the expiration or earlier termination of this Agreement; provided, Licensee repairs any damage caused by such removal. If Licensee does not remove the Equipment on or prior to the expiration or termination of this Agreement, Licensee shall remove such Equipment within a reasonable period thereafter provided Licensee pays to Licensor 125% of the Consideration in effect during such holdover period.

(c) Compliance with Governmental Rules. Licensee or Licensee's employees, contractors, subcontractors or agents shall perform all work in a good and workmanlike manner. Licensor shall be entitled to require strict compliance with the plans and specifications approved by Licensor pursuant to paragraph 7(a), including specifications for the grounding of Licensee's Equipment. All construction, installations and operations in connection with this License by Licensee shall comply with all applicable Rules and Regulations of the Federal Aviation Administration ("FAA"), the Federal Communications Commission ("FCC") (including, but not limited to, FCC OET Bulletin 65 (Edition 97-01), the Occupational Safety and Health Act of 1970, as amended ("OSHA"), as well as any state plans approved thereunder, Executive Orders 11246 and 11375—Equal Employment Opportunity, as amended) and all applicable requirements, rules, regulations and laws of any applicable governmental entity. Licensor assumes no responsibility for the licensing, operation and maintenance of Licensee's Equipment. Licensor has the responsibility of complying with the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA. Licensee covenants that the Equipment and the construction, installation, maintenance and operation thereof shall not damage the Tower or improvements or interfere with the use of the Tower by Licensor or any other Licensees.

8. Mechanics' Liens. Licensee shall not permit any mechanics', materialmen's, contractors' or subcontractors' liens arising from any construction work, repair, restoration or removal or any other claims or demands to be enforced against the Premises and/or Tower or any part thereof. Licensor shall have the right at any time to post and maintain upon the Premises such notices as may be necessary to protect Licensor against liability for all such liens and encumbrances. Licensee shall give Licensor written notice prior to the commencement of any work or the delivery of any materials connected with such work or construction, repair, restoration, or removal of materials on the Premises or the Tower. Licensor shall assume no liability for the payment of materials or labor which accrue for the installation of Licensee's improvements upon the Premises and no mechanics' or materialmen's liens for Licensee's improvements shall attach to the interest of Licensor in the Premises or the Tower.

9. Licensor's Representations and Warranties.

Licensor represents and warrants that its operation of the Tower, exclusive of Licensee's Equipment, including the lighting system, meets and will be maintained in accordance with all applicable laws, rules and Site Name or Number:

regulations, including, without limitation, rules and regulations of the FCC, FAA, and all applicable state and local requirements, rules, regulations, and laws. Licensor shall maintain the Tower and its lighting systems, tower antenna, transmission lines, equipment and building(s) in good operating and structurally sound condition. Licensor shall bear the costs of maintaining the Tower, including without limitation any past, present or future fines, levies or expenses for noncompliance with government regulations, with the exception of maintenance of Licensee's antennae and Equipment, and except for damage to the Tower caused by Licensee, or Licensee's agents, employees, contractors or subcontractors, which shall be borne by Licensee. Licensee shall timely repair at Licensee's cost any such damage.

10. Conditions Precedent. Licensee's obligation to perform under this Agreement shall be subject to and conditioned upon:

(a) Licensee's obtaining, at its option, a title report or commitment for a leasehold title policy from a title insurance company of Licensee's choice which must show no defects or restrictions of title or any liens or encumbrances which may adversely affect Licensee's use of the Premises;

(b) Licensee's obtaining, at its option, a survey, geo-technical report and analysis tests which must show no defects which, in the opinion of the Licensee, may adversely affect Licensee's use of the Premises;

(c) Licensee's approval of the condition of the Premises, which may be subject to, at Licensee's option, an environmental audit of the Premises performed by an environmental consulting firm of Licensee's choice;

(d) Licensee's securing appropriate approvals for Licensee's intended use of its Equipment on the Premises from the FCC, the FAA, and any other federal, state or local regulatory agency having jurisdiction over Licensee's proposed use of the Equipment; and

(e) Licensee's determination that the Tower is structurally sound and appropriate for Licensee's needs.

In the event of a failure of any of the above referenced conditions precedent within 90 days of execution of this Agreement, Licensee may terminate this Agreement through written notice to Licensor. If Licensee fails to provide such notice within 90 days of execution of this Agreement, each of the above conditions precedent shall be deemed satisfied. In the event of a failure of a condition precedent set forth above, Licensor shall refund any Consideration previously paid to Licensor by Licensee under this Agreement upon termination.

11. Interference. Licensee agrees to install Equipment only of types and generating frequencies which will not cause interference to transmissions or signals from Licensor and other users of the Tower as may be already in place on the Tower. At Licensor's request, Licensee shall provide a detailed interference analysis showing potential conflicts between Licensee's frequencies and those of the Licensor or other users already in place on the Tower. In the event the Equipment causes such interference, Licensee will take all steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receipt of written notice from Licensor to Licensee, Licensee shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30 days after receipt of the written notice, Licensee agrees to remove the Equipment from the Tower and the Premises and this Agreement shall terminate as if by expiration. After the Equipment has been installed, Licensor shall place similar restrictions upon interference with Licensee's frequencies on others using Licensor's Tower with Licensor's permission, or under Licensor's authority, installed on the Tower after Licensee's installation of the Equipment. Should Licensor fail to cure the cause of any such interference within 45 days of Licensor's receipt of written notice of the interference, Licensee may remove the Equipment from the Tower and the Premises and terminate this Agreement.

In the event Licensor elects to permit a third party to use any of Licensor's Tower and / or Premises for the purpose of installing any Equipment, Licensor shall, thirty (30) days prior to the issuance of such authority, deliver to Licensee engineering studies or other appropriate evidence that such use will not interfere with Licensee's operations at the Tower and / or Premises. Should Licensee determine, based on such materials or on its own studies, that the third party will interfere with Licensee's operations, and so notify Licensor in writing, then Licensor shall not permit the third party to use the Licensor's Tower and / or Premises.

12. Utilities and Access. All utility services installed on the Premises for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor's

utilities. Licensee shall be solely responsible for the payment of utility charges including connection charges and security deposits incurred by Licensee.

13. Relocation of Facilities. Licensor reserves the right from time-to-time to relocate Licensee's Equipment at Licensor's discretion and at Licensor's sole cost, to a different position on the Tower, provided Licensor does not permit a competitor of Licensee to utilize the space on the Tower where the Licensee's Equipment was previously located. Licensor shall notify Licensee of its intent to relocate Licensee's Equipment and the location to which it intends to relocate Licensee's Equipment at least sixty (60) business days prior to the relocation. In the event Licensee reasonably believes its use of the Equipment would be substantially affected by the relocation, Licensee may terminate this Agreement upon notice to Licensor no later than five (5) business days after its receipt from the Licensor of Licensor's notice to relocate Licensee's Equipment. Should Licensee elect not to so terminate this Agreement, Licensee shall cooperate in good faith with Licensor in order to relocate the Equipment and should Licensor notify Licensee that exigent circumstances exist, Licensee shall use all commercially reasonable efforts in order to expedite the relocation of the Equipment to such earlier date as Licensor may request.

14. Termination. Except as otherwise provided, this Agreement may be terminated, without any penalty or further liability, immediately upon written notice or as otherwise provided below, as follows:

(a) By either party upon a default of any covenant or term of this Agreement by the other party which default is not cured within 30 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement); or

(b) By Licensee if it is unable to obtain or maintain any license, permit or other Permits necessary for the construction and operation of the Equipment or Licensee's business or intended use of the Premises; or

(c) By Licensee if the Premises or Equipment is damaged by casualty, which is not the fault of the Licensee, so as to hinder the effective use of the Equipment. Upon termination for any reason by Licensee, Licensee shall remove its Equipment from the Tower within thirty (30) days of termination of this Agreement.

(d) By Licensee upon sixty (60) day prior written notice.

(e) By Licensee if its wireless communications service encounters interference due to new structures erected subsequently to the Commencement Date of the Agreement.

15. Default. The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement by Licensee:

(a) Any failure of Licensee to pay the Consideration or any other charge for which Licensee has the responsibility of payment under this License.

(b) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be dismissed by Licensee within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors;

(c) This License or Licensee's interest herein or Licensee's interest in the Premises are executed upon or attached; or

(d) The imposition of any lien on the Equipment except as may be expressly authorized by this License, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower or the Property.

16. Taxes. Licensee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, Licensee's Equipment. Licensee shall reimburse Licensor for any increase in real property taxes that are assessed as a result of Licensee's improvements to the Premises.

17. Liability Insurance. Licensee shall comply with applicable provisions of the Prime Lease and provide Licensor, upon request, proof of coverage in accordance with that provision, naming Landlord as additional insured. In addition, during the initial term and all renewal terms of this Agreement, Licensor and Licensee shall each maintain, at their own expense, insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and property damage insurance of not less than \$500,000.00. Such insurance shall insure against liabilities arising out of or in connection with Licensor and Licensee's use or occupancy of the Premises and the Tower subject to the standard exceptions found in commercial general liability insurance policies.

18. Condemnation. If a condemning authority takes, or acquires by deed in lieu of condemnation, all of the Premises, or a portion sufficient to render the Premises or the Tower, in the opinion of Licensee, unsuitable for the use which Licensee was then making of the Premises or the Tower, Licensee may terminate this Agreement effective as of the date the title vests in the condemning authority. Licensor and Licensee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Licensee shall include, where applicable, the value of its Equipment, moving expenses, prepaid Fees and business dislocation expenses).

19. Environmental Matters.

(a) If after Licensee takes possession of the Premises Hazardous Materials (other than petroleum products necessary for the operation, or emergency operation, of equipment at the Premises and/or Tower) are discovered to exist on, under or beneath the Premises, Licensee may terminate this Agreement and Licensee shall owe no further duties, obligations or liability to Licensor. Licensor shall be responsible for, and hold Licensee harmless from, any expense incident to the abatement or compliance with the requirements of any federal, state or local statutory or regulatory requirements caused, directly or indirectly by the activities of Licensor and Licensor's agents, employees or contractors, or resulting from the presence of Hazardous Materials brought onto the Premises by Licensor's or Licensor's agents, employees, licensees, invitees, Licensees or contractors.

(b) Licensee shall comply with all laws, ordinances, rules, orders or regulations applicable to Hazardous Materials. Licensee shall not use the Premises or the Easement for treatment, storage, transportation to or from, use or disposal of Hazardous Materials (other than petroleum products necessary for the operation of an emergency electrical generator to serve the Equipment, or battery back-ups). Licensee shall be responsible for and hold Licensor harmless from, any expense incident to the abatement or compliance with the requirements of any federal, state or local statutory or regulatory requirements caused, directly or indirectly, by the activities of Licensee or Licensee's agents, employees or contractors, or resulting from the presence of any Hazardous Materials brought onto the Premises by Licensee, Licensee's agents, employees, licensees, invitees, or contractors.

(c) As used in this Agreement, "Hazardous Materials" shall mean any and all polychlorinated biphenyls, petroleum products, asbestos, urea formaldehyde and other hazardous or toxic materials, wastes or substances, any pollutants, and/or contaminants, or any other similar substances or materials which are defined or identified as such in or regulated by any federal, state or local laws, rules or regulations (whether now existing or hereinafter enacted) pertaining to environmental regulations, contamination, cleanup or any judicial or administrative interpretation of such laws, rules or regulations or any other substance that after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities.

20. Hold Harmless.

(a) By Licensor: Licensor agrees to defend, indemnify and hold Licensee and its Affiliates or subsidiary companies, their officers, agents and employees harmless from and against any and all costs damages, expenses, losses, claims, actions, suits, causes of action, judgments and charges of every kind and nature whatsoever, including reasonable attorneys fees and liabilities arising from Licensor's use or occupancy of the

(c) Upon notification to Licensor of any assignment, Licensee shall be relieved of all performance, liabilities and obligations under this Agreement.

24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

25. Compliance with Laws. All installations and operations in connection with this Agreement by either party shall be conducted in accordance with all applicable rules and regulations of the FCC, FAA, and any other applicable federal, state and local laws, codes and regulations. Licensee's Equipment, transmission lines, and any related devices, and the construction, installation, maintenance and operation thereof, shall not damage the Tower or any property or properties adjoining, or interfere with the use of the Tower and the remainder of the Premises, by Licensor or others, and Licensee shall defend, indemnify and hold harmless Licensor from any such damage.

26. Estoppel. Each party agrees to furnish to the other, within 60 days after request, such truthful estoppel information as the other may reasonably request.

27. Inapplicable Prime Lease Provisions. The following Sections of the Prime Lease, if any, shall not apply to Licensee: None.

28. Compliance with FCC Radio Frequency Radiation Requirements.

(a) Licensee's Use, Installation or Modification of Equipment at the Tower. If Licensee's use, installation or modification of Equipment at the Tower would place any user of the Tower in non-compliance with any FCC requirement regarding exposure to radio frequency radiation, then (i) in the event that such non-compliance can be cured by limiting the general public's access to the Tower, Licensee shall, at its sole expense, immediately make all necessary modifications to limit the general public's access to the Tower or, (ii) in the event such non-compliance can be eliminated by modifying the equipment of existing users of the Tower, and each user consents to such modifications, Licensee shall pay all costs associated with making such modifications.

(b) Future Cooperation. In the event that future installations and/or modifications would place any user of the Tower in non-compliance with any FCC requirement regarding exposure to radio frequency radiation, which cannot be eliminated by limiting access to the Tower, Licensee shall not unreasonably withhold its consent, when requested by Licensor, to modify its Equipment so long as all costs associated with making such modifications to Licensee's Equipment are borne by the party proposing such installation and/or modification. Licensee further agrees that in the event that there is any change to applicable rules, regulations and procedures governing exposure to radio frequency radiation which place the Tower in non-compliance, Licensee will cooperate with Licensor and other users of the Tower to bring the Tower into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Tower into compliance.

(c) Protection of Workers. Upon reasonable notice by the Licensor that any work is being performed on the Premises, Licensee agrees to reduce power or suspend operation of its Equipment if necessary to reduce the potential for exposure to radio frequency radiation.

(d) Mutual Certifications. Licensor and Licensee certify to each other that: (i) it has, or is in the process of, adopting a safety plan for its employees and contractors working in the vicinity of the Tower to ensure that no such person is exposed to radio frequency emissions in excess of any applicable limits specified by the FCC; (ii) it has distributed, or will distribute, the safety plan to its employees and contractors who may work in the vicinity of the Tower, and, (iii) its employees and contractors will comply with the safety plan.

29. National Environmental Policy Act Compliance. Licensee shall be responsible for compliance with the applicable provisions of the National Environmental Policy Act, as it now exists or may be amended, with respect to its use of the Premises and Tower.

30. Disclaimer of Warranties, Incidental and Consequential Damages. LICENSEE ACCEPTS THE PREMISES "AS IS". LICENSOR SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (i) LICENSEE'S USE OR LICENSEE'S INABILITY TO USE THE PREMISES; OR FOR (ii) DAMAGE TO LICENSEE'S EQUIPMENT WHICH IS CAUSED BY THE NEGLIGENCE OF LICENSEE. LICENSOR REPRESENTS AND WARRANTS THAT

THEIR TOWERS ARE NEPA COMPLIANT. SHOULD LICENSEE REQUIRE CERTIFICATION THAT ITS ATTACHMENTS WILL NOT NEGATIVELY IMPACT NEPA REQUIREMENTS, LICENSEE SHALL PAY FOR ANY ASSESSMENTS REQUIRED.

31. Arbitration. Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Site is located. There shall be no discovery other than the exchange of information which is provided to the arbitrator by the parties. The arbitrator shall have the authority only to award compensatory damages and shall not have authority to award punitive damages or other noncompensatory damages; the parties hereby waive all rights to and claims for monetary awards other than compensatory damages. Additionally, the arbitrator shall award costs and expenses, including reasonable attorneys' fees, to the prevailing party.

32. Miscellaneous.

(a) The substantially prevailing party in any litigation arising under this Agreement shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Agreement and the Prime Lease constitute the entire agreement and understanding of Licensor and Licensee, and supersede all offers, negotiations and other agreements. Any amendments to said Agreement must be in writing and executed by Licensor and Licensee.

(c) If either Licensor or Licensee is represented by a real estate broker or agent in this transaction, that party shall be fully responsible for any fees or commission due such broker or agent and shall hold harmless the other party from any such claims arising from execution of this Agreement.

(d) Licensor agrees to cooperate with Licensee in executing any documents necessary to protect Licensee's rights under this Agreement or Licensee's use of the Premises. Licensee may record a Memorandum of Agreement executed by all parties.

(e) This Agreement shall be construed in accordance with the laws of the state in which the Premises are located.

(f) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(g) Each of the undersigned warrants that he or she has the full right, power, and authority to execute this Agreement on behalf of the party indicated.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement effective as of the day and year first above written.

LICENSOR: **Aliant Cellular Inc.**
d/b/a ALLTEL

Witness(es):

By: -----

Title: -----

Federal Tax ID # -----

LICENSEE: **Qwest Wireless, L.L.C., a**
Delaware limited liability company

Witness(es)

Site Name or Number:
410/LIN 005

By: -----

Title: -----

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of _____, a _____ corporation, and that by authority duly given and as the act of the said corporation, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this ___ day of _____, 200_.

Notary Public

My Commission Expires: _____

SEAL

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of _____, a _____ corporation, and that by authority duly given and as the act of the said corporation, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this ___ day of _____, 200_.

Notary Public

My Commission Expires: _____
SEAL

EXHIBIT "A"

LEGAL DESCRIPTION
OF PROPERTY

The Legal Description is attached hereto as page 16a

EXHIBIT "B"

**LEGAL DESCRIPTION OF
EASEMENT**

The Easement for ingress, egress and utilities across the parent parcel described on Exhibit "A" will be 12 feet (12') wide.

EXHIBIT "C"

SITE PLAN AND EQUIPMENT

Licensee shall attach at the 75 foot level on the Tower.

**The Site Plan and Equipment are
attached hereto as page 16b**

EXHIBIT "D"

PRIME LEASE

**The Prime Lease is
attached hereto as page 16c**