



Customer Site Name: Ranger Peak
Customer Site No.:

Crown Site Name: El Paso (Ranger Peak)
JDE Business Unit: 872560
License Identifier: 309150

GOVERNMENT ENTITY TOWER LICENSE AGREEMENT

THIS GOVERNMENT ENTITY TOWER LICENSE AGREEMENT (this “Agreement”) is entered into as of this _____ day of _____, 20____ (the “Effective Date”) between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc., a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004), with its principal place of business at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 (“Licensor”), and City of El Paso, a local government entity in Texas, with its principal office at 2 Civic Center Plaza, El Paso County, El Paso, TX 79901 (“Licensee”).

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINITIONS

The following terms as used in this Agreement are defined as follows:

“Acquiring Party” Any person acquiring title to Licensor’s interest in the real property of which the Site forms a part through a Conveyance.

“Adjustment Date” The date on which the Basic Payment shall be adjusted as set forth in Section 5.2 below.

“AM Detuning Study” A study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern, as described in Section 2.3 below.

“Base Fee” The then-current Basic Payment, as described in Section 5.2 below.

“Basic Payment” The consideration paid by Licensee for the right to use the Licensed Space as described in Section 5.1 below and subject to adjustment as described in Section 5.2 below.

“Closeout Documentation” As-built drawings and other installation documentation required by Licensor, as described in Section 2.6 below.

“Conveyance” Including, without limitation, any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff’s or trustee’s sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor’s interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

“Equipment” Licensee’s communications equipment including, but not limited to Licensee’s antennas, cables, connectors, wires, radios, radio shelter or cabinet, and related transmission and reception hardware and software, and other personal property.

“FCC” The Federal Communications Commission.

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Prepared on: 06/15/2012
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“Government Entity” Any federal, state or local governmental unit or agency thereof with jurisdiction applicable to the Site.

“Intermodulation Study” A study to determine whether an RF interference problem may arise, as described in Section 2.3 below.

“Intermodulation Study Fee” The fee payable by Licensee to Licensor to defray Licensor’s costs incurred in preparing or obtaining an Intermodulation Study. The amount of the Fee shall be reasonably commensurate with the scope and complexity of the subject Intermodulation Study.

“Lender” Any and all lenders, creditors, indenture trustees and similar parties.

“Licensed Space” That portion of the Site which is licensed to Licensee hereunder.

“Licensee” The party named as “Licensee” in the first paragraph hereof and its successors in interest.

“Licensor” The party named as “Licensor” in the first paragraph hereof and its successors in interest.

“Modification” (i) Any modification to the Equipment as specified herein or an approved Site Engineering Application; (ii) any alterations in the frequency ranges or FCC licensed allocation or power levels specified in the approved Site Engineering Application; (iii) any change in Licensee’s technology protocol (e.g., GSM, CDMA, TDMA, iDEN, etc.); (iv) any addition of Equipment or occupation of additional space, or relocation of Equipment on the tower or on the ground, or relocation of ground space or equipment shelter space; or (v) any repair to the Equipment that affects tower loading capacity.

“Modification Application Fee” The fee payable by Licensee to Licensor in the amount of Zero and 00/100 Dollars (\$0.00) to defray Licensor’s costs incurred in evaluating a Site Engineering Application.

“Prime Lease” The lease(s), sublease(s) or other prior agreement(s) or instrument(s) (e.g., deed) from which Licensor derives its rights in the Site and/or which contain(s) restrictions on use of the Site, as described in Article 18 below.

“Pro Rata Share” The fraction or decimal equivalent determined by dividing one (1) by the total number of then-existing users of the Site. In no event shall the Pro Rata Share exceed fifty percent (50%).

“Regulatory Compliance Costs” The reasonable costs, including reasonable attorneys’ fees, incurred by Licensor at the Site after the Effective Date in order to comply with any applicable law, regulation, rule, guideline, directive or requirement promulgated by a Government Entity.

“RF” Radio frequency.

“Security Instrument” Any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

“Site” The property referred to in Section 2.1 below, which is owned, leased, or otherwise controlled by Licensor and which contains the Licensed Space.

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CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

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“Site Application Fee” The fee paid by Licensee to Licensor to evaluate a Site Engineering Application to determine whether the tower and Site have sufficient capacity to accommodate the Equipment.

“Site Engineering Application” The application form (as may be amended by Licensor from time to time), which shall be submitted to Licensor by Licensee when Licensee desires to apply for a license to install or make a Modification to Equipment. The approved Site Engineering Application is attached to, and incorporated into, this Agreement as part of **Exhibit B**.

“Site Plan” The site plan referred to in Section 2.2 below, a copy of which is attached hereto as **Exhibit C**.

“Site Rules” The “Site Rules”, or its successor, issued by Licensor from time to time, as described in Section 2.2 below.

“Structural Analysis” An engineering analysis performed to determine whether the physical and structural capacity of the tower are sufficient to accommodate the proposed Equipment, which analysis takes into consideration factors such as weight, wind loading and physical space requirements.

“Structural Analysis Fee” The fee payable by Licensee to Licensor in the amount of One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00) to defray Licensor’s costs incurred with respect to its performance of a Structural Analysis.

“Subsequent Use” Any installation or modification to Licensor’s or another user’s equipment subsequent to the installation or modification of the Equipment as described in Section 6.1 below.

“Term” The term of this Agreement, as set forth in Article 4 below.

“Term Commencement Date” July 1, 2012.

“Tower Level Drawing” The tower level drawing referred to in Section 2.2 below, a copy of which is attached hereto as part of **Exhibit B**.

“Work” The installation of Equipment or construction of an approved Modification to Equipment at the Site, as set forth in Section 2.5 below.

2. SITE, LICENSE, EQUIPMENT, LICENSED SPACE, APPLICATION FOR MODIFICATIONS, CONDITIONS PRECEDENT

2.1 **The Site.** The Site consists of that certain parcel of property, located in the City of El Paso, the County of El Paso, and the State of Texas, which is described in **Exhibit A** hereto.

2.2 **License to Install, Operate and Maintain the Equipment.** Licensor hereby grants a license to Licensee to install, operate and maintain the Equipment at the Site within the Licensed Space, as such Equipment and Licensed Space is described in, and subject to, the approved Site Engineering Application and Tower Level Drawing attached hereto as **Exhibit B** and as shown in the Site Plan attached hereto as **Exhibit C**. Such license is subject to the Site Rules and is restricted exclusively to the installation, operation and maintenance of antennas and equipment consistent with the specifications and in the locations identified in **Exhibit B** and **Exhibit C**. If Licensee fails to install the total number of permitted antennas and transmission lines as described in **Exhibit B** and **Exhibit C** within one hundred eighty (180) days of commencement of its initial installation of Equipment, the right to install

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any such antennas and lines not installed shall be deemed waived, with no reduction of the Basic Payment. No capacity or rights will be reserved for future installation of such Equipment after such one hundred eighty (180) day period.

2.3 Application for Modifications. Licensee shall apply to make Modifications by submitting a Site Engineering Application to Licensor together with payment of the Modification Application Fee. A Structural Analysis, AM Detuning Study or an Intermodulation Study may be required by Licensor in connection with a proposed Modification, and Licensee will be liable for the cost thereof. Any approved Modification shall be evidenced by an amendment to this Agreement, and the Site Engineering Application approved by Licensor describing the Modification shall be an exhibit to said amendment.

2.4 Conditions Precedent to Installation of Equipment or Modification. Notwithstanding anything to the contrary herein, the parties agree that Licensee's right to install Equipment or make a Modification to Equipment at the Site shall not commence until the following conditions are satisfied: (i) Licensor has received any written consent required under the Prime Lease to allow Licensor to license the Licensed Space to Licensee; (ii) a Site Engineering Application has been approved by Licensor; (iii) the Site Application Fee, Structural Analysis Fee, Intermodulation Study Fee and fee for AM Detuning Study (if any) have been paid; (iv) Licensee has received all required permits (if any) for its installation of, or Modification to, the Equipment and all required regulatory or governmental approvals of Licensee's proposed use of the Site, and Licensor has received, reviewed, and accepted copies of such required permits (if any) and such required regulatory or governmental approvals; and (v) Licensor has received a waiver of any applicable rights of first refusal in and to the space or Licensed Space that Licensee identifies in the Site Engineering Application. With respect to Licensee's initial installation of Equipment at the Site, if any applicable conditions precedent are not satisfied within one hundred eighty (180) days of the date of full execution of this Agreement, either party shall have the right to terminate this Agreement upon written notice to the other party, unless and until all applicable conditions precedent are thereafter satisfied. Upon satisfaction of all conditions precedent, Licensor shall provide written notice to Licensee to confirm said satisfaction. In the event that Licensee breaches this Agreement by installing Equipment or making a Modification other than as permitted hereunder, then in addition to all other remedies available to Licensor, Licensor shall be entitled to receive, and Licensee shall pay to Licensor, upon notice from Licensor, an administrative fee equal to six (6) times the Basic Payment, if payable monthly, or one-half (1/2) the Basic Payment, if payable annually, based on the amount of the Basic Payment at the time of said notice.

2.5 Performance of Work. Licensee may engage Licensor to install Licensee's Equipment, and to make approved Modifications to Licensee's Equipment pursuant to this Article 2 (the "Work"), upon terms mutually agreed upon by the parties in writing; provided, however, in the event that Licensee does not engage Licensor to perform the Work, Licensee shall (i) only engage a vendor approved by Licensor to perform the Work and (ii) pay to Licensor Five Hundred and 00/100 Dollars (\$500.00) upon completion of the Work for the purpose of defraying the cost associated with Licensor's inspection of the Work. Notwithstanding Licensor's inspection of any Work not performed by Licensor, Licensor shall in no way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Site Rules.

2.6 Closeout Documentation. In the event that Licensee engages Licensor to perform any Work for Licensee, Licensor shall provide to Licensee all Closeout Documentation within forty-five (45) days of completion of the Work. In the event that Licensee does not engage Licensor to perform any Work for Licensee and Licensee engages a vendor approved by Licensor to perform the Work in accordance with Section 2.5, Licensee shall provide to Licensor all Closeout Documentation within forty-five (45) days of completion of the Work; provided, however, in the event that Licensee fails to provide to Licensor said Closeout Documentation within said forty-five (45) day period, Licensee shall pay to Licensor One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for the purpose of defraying Licensor's costs associated with preparation of the Closeout Documentation required hereunder.

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3. ACCESS, USE OF SITE

3.1 **Access to Site.** Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site over the designated access area to the Site as described in **Exhibit A**, on a 24 hour per day, 7 day per week basis, subject, however, to any restrictions in the Prime Lease or any underlying easement, for the purposes of maintaining, operating and repairing the Equipment, together with license to maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including electric and telephone service, to the Licensed Space. Licensor shall have no duty to remove snow or otherwise maintain the access area.

3.2 **Authorized Persons; Safety of Personnel.** Licensee's right of access shall be limited to authorized employees, contractors or subcontractors of Licensee, or persons under their direct supervision. Licensee shall not allow any person to climb a tower without ensuring that such person works for a vendor approved by Licensor for the subject work.

3.3 **Notice to District Manager.** Licensee agrees to provide Licensor's designated District Manager (or other designated person) prior notice of any access to be made by Licensee to the Site, except in the event of an emergency, in which event Licensee shall provide notice within twenty-four (24) hours following such emergency access. For the purposes hereof, an emergency shall be deemed to be a situation that reasonably appears to present an imminent risk of bodily injury or property damage.

3.4 **Licensee's Use of the Site.** Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment and shall transmit and receive only within the FCC licensed frequency ranges and at the power levels specified herein.

3.5 **Permits, Authorizations and Licenses.** Licensee shall be solely responsible for obtaining, at its own expense, all permits, authorizations and licenses associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall promptly provide copies thereof to Licensor.

3.6 **Zoning Approval.** Licensee must provide Licensor with copies of any zoning application or amendment that Licensee submits to the applicable zoning authority in relation to its installation or modification of Equipment at the Site, at least seventy-two (72) hours prior to submission to the applicable zoning authority. Licensor reserves the right to (i) require that it be named as co-applicant on any such zoning application or amendment and/or (ii) require revisions to any such zoning application or amendment. Licensor also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Site or property, or any existing or future Site licensee, as a condition of such zoning authority's approval; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. Licensee agrees that any Modification, or change in use of the Licensed Space, as approved herein, requires an amendment hereto which may entitle Licensor to additional compensation. Licensee shall be solely responsible for all costs and expenses associated with (i) any zoning application or amendment submitted by Licensee, (ii) making any improvements or performing any other obligations required as a condition of approval with respect to same and (iii) any other related expenses.

3.7 **Utilities.** Licensee shall pay for all electricity and other utilities it uses. If separate metering is unavailable, Licensee shall pay a share of such costs as allocated by Licensor.

4. TERM

4.1 **Term of Agreement.** The term of this Agreement shall commence on the Term Commencement Date and continue for a period of five (5) year(s), ending on the day immediately prior to the fifth (5th) anniversary of the Term Commencement Date at twelve o'clock (12:00 p.m.) EST (the "Term").

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4.2 **Automatic Term Renewal.** The Term shall automatically extend for five (5) renewal period(s) of five (5) year(s) each unless either party provides written notice to the other of its election not to renew the Term, at least ninety (90) days prior to the end of the current Term.

4.3 **Term Subject to Prime Lease.** Notwithstanding the foregoing, if Licensor's rights in the Site are derived from a Prime Lease, then the Term shall continue and remain in effect only as long as Licensor retains its interest under said Prime Lease.

5. CONSIDERATION

5.1 **Basic Payment.** Licensee shall pay to Licensor Four Hundred and 00/100 Dollars (\$400.00) per month (the "Basic Payment") for its license and use of the Licensed Space. The Basic Payment shall be paid in advance and without demand, in equal monthly payments payable on the Term Commencement Date, and on the first day of each month thereafter continuing for the Term, subject to extensions as provided for herein. Payments shall be made by check payable to Pinnacle Towers LLC, PO Box 409250, Atlanta, GA 30384-9250. Licensee shall include the JDE Business Unit No. 872560 on or with each payment. Licensee shall also make any payments required to be made by a user of the Site to the lessor or landlord under the Prime Lease, attached hereto as **Exhibit D**.

5.2 **Adjustments to Basic Payment.** The Basic Payment shall be increased on the first anniversary of the Term Commencement Date and every anniversary of the Term Commencement Date thereafter (the "Adjustment Date") by three percent (3%). Licensor's failure to 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. The adjustment to the Basic Payment shall be calculated by the following formula:

The adjusted Basic Payment = Base Fee + (Base Fee × 3%).

"Base Fee" shall mean the then-current Basic Payment.

5.3 **Regulatory Compliance Costs.** In the event that Licensor incurs Regulatory Compliance Costs at the Site during the Term, Licensee shall pay to Licensor its Pro Rata Share of such Regulatory Compliance Costs within thirty (30) days of receipt of Licensor's invoice for same.

5.4 **Taxes, Fees and Assessments.** Licensee shall pay directly to the applicable Government Entity or to Licensor if Licensor is invoiced by such Government Entity, all taxes, fees, assessments or other charges assessed by any Government Entity against the Equipment and/or Licensee's use of the Site or the Licensed Space. Licensee shall pay to Licensor or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Site or the Licensed Space. Licensee shall also pay to Licensor its Pro Rata Share of all taxes, fees, assessments or charges assessed by any Government Entity against the Site or against Licensor's improvements thereon. Licensor shall provide notice of any assessments to be paid by Licensee promptly upon receipt. Licensor shall invoice Licensee annually, indicating the amount of the assessment, its Pro Rata Share and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt.

6. INTERFERENCE

6.1 **Interference to Licensee's Operations.** Licensor agrees that neither Licensor nor Licensor's other users of the Site or property adjacent to the Site controlled or owned by Licensor, whose equipment is installed or modified subsequently to Licensee's Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's permitted transmissions or reception. In the event that Licensee experiences RF interference caused by such Subsequent Use, Licensee shall notify Licensor in writing of such RF interference and Licensor shall cause

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the party whose Subsequent Use is causing said RF interference to reduce power and/or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice. In the event Licensor is notified of any RF interference experienced by Licensee alleged to be caused by a Subsequent Use, the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference. Licensor further agrees that any licenses or other agreements with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Equipment following receipt of a notice of such interference.

6.2 Interference by Licensee. Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor and/or other pre-existing uses of users of the Site in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all necessary steps to determine the cause of and eliminate such RF interference. If the interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power and/or cease operations until such time as Licensee can make repairs to the interfering Equipment. In the event that Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions. Licensee shall indemnify and hold Licensor and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from RF interference caused by Licensee's Equipment.

7. RELOCATION OF EQUIPMENT BY LICENSOR

7.1 Relocation of Equipment at Licensor's Option. Licensor shall have the right to change the location of the Equipment (including re-location of Equipment on the tower to an elevation used by other licensees) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the signal pattern of the Equipment existing prior to the change. Any such relocation shall be performed at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this Agreement.

7.2 Intentionally Omitted.

8. RF EXPOSURE

Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

9. LIENS

Licensee shall keep the Licensed Space, the Site and any interest it or Licensor has therein free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

10. MUTUAL INDEMNIFICATION

Each party shall indemnify, defend and hold the other party, its affiliates, subsidiaries, directors, officers, employees and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense

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(including reasonable attorney's fees), resulting from or arising out of the indemnifying party's and/or any of its contractors', subcontractors', servants', agents' or invitees' use or occupancy of the Site.

11. INSURANCE

Licensee shall carry public liability insurance covering its use of the Site with companies and in a form satisfactory to Licensor. The policy shall name Licensee as insured and Licensor as an additional insured. The policy shall bear endorsements to the effect that the insurer agrees to notify Licensor not less than thirty (30) days in advance of any modification or cancellation thereof. At a minimum, Licensee and all parties accessing the Site for or on behalf of Licensee (other than independent contractors, which must provide coverage specified by Licensor) shall obtain the following insurance coverage: (i) Statutory Workers' Compensation including \$500,000 Employers' Liability; (ii) Comprehensive General Liability including personal injury, broad form property damage, independent contractor, XCU and products/completed operations with limits not less than \$2,000,000 per occurrence; (iii) Automobile Liability with limits not less than \$1,000,000 per occurrence; and (iv) Fire and extended coverage insurance on all of Licensee's improvements at the Site including all of Licensee's Equipment and other personal property at the Site. The amount of the insurance limits identified above shall be increased on every fifth (5th) anniversary of the date of this Agreement by twenty-five percent (25%) over the amount of the insurance limits for the immediately preceding five (5) year period. All insurers will be rated A.M. Best A-(FSC VIII) or better and must be licensed to do business in the jurisdiction where the Site is located. The insurance requirements in this Agreement shall not be construed to limit or otherwise affect the liability of Licensee. All policies required to be provided pursuant to this Article 11 shall contain a waiver of subrogation in favor of Licensor. Licensee shall provide certificates evidencing said coverage to Licensor upon execution hereof. Licensee shall provide a copy of said policies to Licensor upon request.

12. CASUALTY OR CONDEMNATION

12.1 **Casualty.** In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Licensee, Licensor shall have ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, in which to make repairs, and one hundred and eighty (180) days from date of destruction, if the Site (including the tower structure) is destroyed, in which to replace the destroyed portion of the Site. If Licensor fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes Licensee's use of the Site as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole remedy shall be abatement of the Basic Payment for the period during which Licensee's use of the Site is interrupted. Except with regard to repair of the Site as stated in this Section 12.1, Licensor shall not be responsible for any damage caused by vandalism or acts of God. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by forces majeure or acts of God.

12.2 **Condemnation.** If any part of the Site shall be taken under the power of eminent domain Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state law.

13. DEFAULT, REMEDIES, WAIVER OF CONSEQUENTIAL DAMAGES

Either of the following shall constitute an event of default hereunder: (i) Licensee's failure to either pay any amount due hereunder within ten (10) days of written notice from Licensor that said payment is delinquent; or (ii) either party's failure to cure any breach of any covenant of such party (not related to timeliness of payments) herein within thirty (30) days of written notice the non-breaching party of said breach; provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue

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18. PRIME LEASE AGREEMENT

Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the Prime Lease. A redacted copy of the Prime Lease is attached as **Exhibit D** hereto. Licensee agrees to be bound by and to perform all of the duties and responsibilities required of the lessee, grantee or licensee as set forth in the Prime Lease to the extent they are applicable to the access to and use of the Site.

19. TERMINATION

19.1 Withdrawal or Termination of Approval or Permit. In the event any previously approved zoning or other permit of a Government Entity affecting the use of the Site as a communications facility is withdrawn or terminated, this Agreement shall be deemed to have been terminated effective as of the date of the termination of the permit or approval.

19.2 Termination of Prime Lease. In the event that the Prime Lease terminates for any reason, this Agreement shall be deemed to have terminated effective as of the date of the termination of the Prime Lease.

20. NO WAIVER

No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

21. NON-DISCLOSURE

The parties agree that except to the extent required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party the terms of this Agreement or any portion thereof, except to such party's auditor, accountant, lender or attorney or to a Government Entity if required by regulation, subpoena or government order to do so. Notwithstanding the foregoing, either party may disclose the terms of this Agreement to any of its affiliated entities, and Licensor may disclose the terms of this Agreement to any of its lenders or creditors or to third parties that are existing or potential lessees or licensees of space at the Site as may be reasonably necessary with respect to the operation, leasing, licensing and marketing of the Site, including, without limitation, terms relating to Licensee's permitted frequencies for the purposes of RF compliance tests and terms relating to Licensee's Equipment installed, or to be installed, on the tower for the purposes of structural analysis.

22. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT

22.1 Subordination. Subject to Section 22.2, this Agreement and Licensee's rights hereunder are and will be subject and subordinate in all respects to: (i) the Security Instrument from Licensor in favor of Lender insofar as the Security Instrument affects the property of which the Site forms a part; (ii) any and all advances to be made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.

22.2 Non-Disturbance. The subordination described in Section 22.1 is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any Acquiring Party, agrees that the right of possession of the Site and all other rights of Licensee pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.

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License Identifier: 309150

22.3 **Liability of Parties.** Licensee and Licensor agree (i) that any Conveyance shall be made subject to this Agreement and the rights of Licensee hereunder and (ii) that the parties shall be bound to one another and have the same remedies against one another for any breach of this Agreement as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.

22.4 **Attornment.** Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, (i) Licensee shall not seek to terminate this Agreement and shall remain bound under this Agreement, and (ii) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor or lessor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. Licensee agrees, however, to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

[Remainder of Page Intentionally Left Blank]

Prepared by: R. Barringer
Prepared on: 06/15/2012
Revised on: 6/19/2012 9:49 AM

Customer Site Name: Ranger Peak
Customer Site Number:

Crown Site Name: El Paso (Ranger Peak)
JDE Business Unit: 872560
License Identifier: 309150

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Licensor

Pinnacle Towers LLC

By: _____
Print Name: _____
Title: _____
Area: _____

Date: _____

Licensee

City of El Paso

By: _____
Print Name: _____
Title: _____

Date: _____

Prepared by: R. Barringer

Prepared on: 06/15/2012

Revised on: 6/19/2012 9:49 AM

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Customer Site Name: Ranger Peak
Customer Site Number:

Crown Site Name: El Paso (Ranger Peak)
JDE Business Unit: 872560
License Identifier: 309150

EXHIBIT A to Government Entity Tower License Agreement

SITE AND ACCESS AREA LEGAL DESCRIPTIONS

(See Attached)

Prepared by: R. Barringer
Prepared on: 06/15/2012
Revised on: 6/19/2012 9:49 AM
CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

Being the description of a Parcel of Land consisting of a portion of E.D. Strong survey 221 and of E.D. Strong Survey 222, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Beginning at the 5/8" Rebar found for the Northwest corner of Lot 3, Block 7, Rosemont Replat, City of El Paso, El Paso County, Texas; THENCE North 87°18'09" west a distance of 1736.79 feet to the 1 1/2" Iron Pipe set for the most Northeast corner of the property being described, said corner lies in the westerly line of Eli Nations Survey 271, El Paso County, Texas;

THENCE South 34°00'00" East along the westerly line of Eli Nations Survey 271 a distance of 488.17 feet to a set 1 1/2" Iron Pin;

THENCE South 14°30'00" East continuing along said westerly line of Eli Nations Survey 271 a distance of 467.94 feet to a set 1 1/2" Iron Pipe;

THENCE Due West a distance of 635.52 feet to a set 1 1/2" Iron Pipe;

THENCE Due South a distance of 410.00 feet to a set 1 1/2" Iron Pipe;

THENCE Due West a distance of 660.00 feet to a set 1 1/2" Iron Pipe;

THENCE South 41°11'05" West a distance of 550.11 feet to a point in the line common to E.D. Strong Survey 221 and 222, from which point a witness post bears North 81°45'00" East a distance of 4.75 feet;

THENCE South 00°05'00" West along the easterly line of E.D. Strong Survey 221 a distance of 1431.11 feet to the point for the southeast corner of E.D. Strong Survey 221, from which point a 1 1/2" Iron Pipe set as a witness post bears North 89°28'00" West a distance of 200.00 feet;

THENCE North 89°29'00" West along the southerly line of E.D. Strong Survey 221, a distance of 2286.29 feet to a set 1 1/2" Iron Pipe, said point bears south 66°05'12" East a distance of 6139.34 feet from an El Paso Electric Company monument found in the easterly line of a 75 foot wide E.P.E.C. easement running along the westerly line of E.D. Strong Survey 217 and said monument lies in the line common to E.D. Strong Survey 217 and C.M. Newman Survey 219, El Paso County, Texas;

THENCE Due North along the westerly line of E.D. Strong Survey 221 a distance of 3091.58 feet to a point;

THENCE Due East a distance of 2290.79 feet to a 1 1/2" Iron Pipe set in the line common to E.D. Strong Surveys 221 and 222;

THENCE Due East a distance of 1265.10 feet to the Point of Beginning of the Parcel of Land being described and containing 203.951 Acres of land more or less;

SAVING and EXCEPTING therefrom an easement for the El Paso Electric Company being more particularly described by metes and bounds as follows:

BEGINNING at the 1 1/2" Iron Pipe set at the southwest corner of E.D. Strong Survey 221 and the

RECORDED
1963

southwest corner of the Parcel of Land being described; THENCE Due North a distance of 108.63 feet to the Point of Beginning of the Easement being described;

THENCE Due North a distance of 151.24 feet in a point;

THENCE South 82°40'00" East a distance of 927.87 feet to a point;

THENCE South 89°28'00" East a distance of 219.65 feet to a point;

THENCE North 65°29'00" East a distance of 938.09 feet to a point;

THENCE North 80°15'00" East a distance of 297.93 feet to a point on the easterly line of E.D. Strong Survey 221 and on the boundary line of the Parcel of Land being described;

THENCE South 00°05'00" East along said easterly line a distance of 152.24 feet to a point;

THENCE South 80°15'00" West a distance of 252.46 to a point;

THENCE South 65°29'00" West a distance of 952.00 feet to a point on the southerly line of E.D. Strong Survey 221;

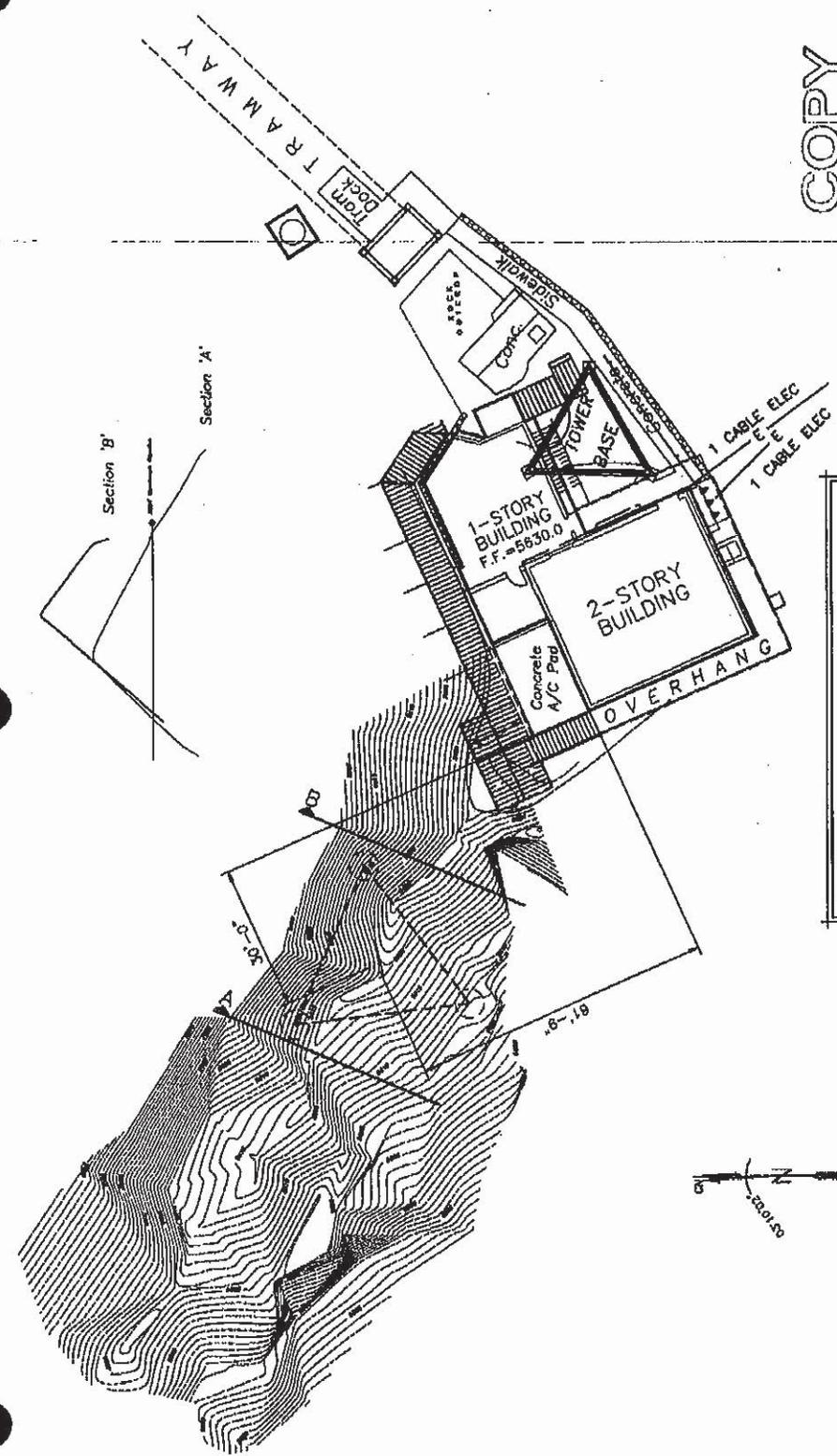
THENCE North 89°28'00" West along said southerly line a distance of 261.90 feet to a point;

THENCE North 82°40'00" West a distance of 917.48 feet to the Point of Beginning of the Easement being described and containing 8.209 Acres of land more or less;

LEAVING a net of 195.742 Acres of land more or less for the Parcel of Land being described.

015201 00N00 00000

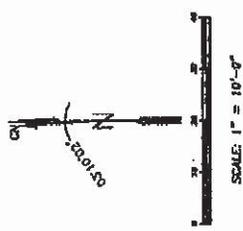
DATE	1-1-98
BY	GB
CHECKED	GB
SCALE	AS SHOWN
PROJECT NO.	98-001
SHEET NO.	1 OF 3



COPY

- Notes:**
1. Elevations shown herein are based upon the National Geodetic Vertical Datum of 1929 (NGVD).
 2. Easements shown herein are based upon "True Merit" as determined at the center of the existing KTSM Communications Tower.
 3. Topographic elevations shown herein are based upon the North American Datum of 1927.
 4. Surveying by Peacock Surveying, Inc., 240 Thunderbird Suite B, El Paso, Texas 79912. File No. P-2097, Dated 10/14/98.

Notice:
 This Document is Released for the Purpose of Interim Review and Permit Application Under the Authority of Roy D. Ullrich, P.E. #39600 on 10/28/98. It is Not to be Used for Construction.



Customer Site Name: Ranger Peak
Customer Site Number:

Crown Site Name: El Paso (Ranger Peak)
JDE Business Unit: 872560
License Identifier: 309150

EXHIBIT B to Government Entity Tower License Agreement

APPROVED SITE ENGINEERING APPLICATION AND TOWER LEVEL DRAWING

(See Attached)

Prepared by: R. Barringer

Prepared on: 06/15/2012

Revised on: 6/19/2012 9:49 AM

CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07



Customer Approved: Jun 14 2012

Application ID: 151102 Revision # 2 Submitted: May 30 2012

Submitted By: Matthew Speth
Original Submit Date: May 30 2012 **Desired Install Date:** N/A
Reason for Application: First time antenna installation at this site **JDE Job Number** 189439

Applications are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Company Information

MLA: Stand Alone Agreement - TLA
Company: EL PASO CITY OF
Address: 2 CIVIC CENTER PLAZA
City/Town: EL PASO
State: TX **Postal Code:** 79901
Customer Job Number: N/A
Customer Payment Reference: N/A
Customer Site Name: Ranger Peak
Customer Site Number : N/A

Site Information

Crown Castle Site Name: El Paso (Ranger Peak)
Crown Castle Site ID: 872560
Crown Castle District: Phoenix
Address: 1 Ranger Peak
City/Town: EL PASO
State: TX **Postal Code:** 79930
County: El Paso
Latitude: 31° 48' 18.88" **Longitude:** -106° 29' 0.75"
Structure Type: SELF SUPPORT **Structure Height:** 340 ft

Legal Entity Information

Operating Legal Entity: EL PASO CITY OF
Primary Contact: Edward Ozogar **Phone:** 915-541-4882
E-mail: ozogarej@elpasotexas.gov **Fax:** N/A
Address: 2 Civic Center Plaza
City/Town: El Paso **State:** TX **Postal Code:** 79901
RF Contact: N/A **Phone:** N/A
E-mail: N/A

Service Information

Svc	Technology	EIRP (WATTS)	Std Frequency	Frequencies Transmit		Receive	
				Start	Stop	Start	Stop
1	MW Link	100.0		10735.0	10735.0	10735.0	10735.0

Antenna Information

Pos.	Mount	Cust Mount Class / CAD	C Line Mount Elev	Leg or Face	Mfg. / Model	Transmit		Receive		Use	Orient	Status
						Svc Start	Stop	Start	Stop			



A	Pipe Mount Pipe Mount [PM 601-1]	312	312.0 FT	181	Leg C	RADIOWAVES1	10735.0	10735.0	10735.0	10735.0	TX/RX	Mid-Mount	Proposed
						HP3-11							

Feedline Information

Pos.	Customer Mount Class	Qty	Mfg.	Model	Length	Location	Ladder Type	Status
A	Pipe Mount	1	Primary: TIMES MICROWAVE	LMR-400	362.0	ELB	FLLDR	Proposed
		3	Secondary: BELKIN	CAT5E	362.0	ELB	FLLDR	Proposed

Optional Component Information

Pos.	Customer Mount Class	Qty.	Type	Tower Mounted Equipment			Elevation	Status
				Mfg.	Model			
A	Pipe Mount	3	BASESTN	UBIQUITI NETWORK	ROCKET M365		210.0 ft	Proposed
		1	BASESTN	UBIQUITI NETWORK	ROCKET M365		200.0 ft	Proposed

Power Requirements

VAC	Need Crown Power	Phase	Amps
120/240	Yes	Single Phase	200

Lease, Pad, and Building Requirements

Building Id #:	N/A					
Building Type:	BLDG					
Lease	Length	Width	Height	SQ. Footage	Status	
	5ft 0in	5ft 0in	N/A N/A	25.0	PRPSD	
Pad	Building	Length	Width	Height	SQ. Footage	Status
		N/A N/A	N/A N/A	N/A	N/A	N/A
		5ft 0in	5ft 0in	N/A N/A	25.0	INSTLLD

Other Pad Requirements

No cabinets, dishes or other pads exist for this application

Number of Existing Cabinets:	0
Number of Proposed Cabinets:	0

Generator Requirements

No generators exist for this application

Battery Requirements

Type	Qty.	Mfg.	Model	Is Battery Backup Required?	No
N/A	0	N/A	N/A		
N/A	0	N/A	N/A		

Comments/Additional Information

Comments:

City of El Paso first time install. Customer proposes to add (1) microwave at 312' with (3) radios at 53' and (1) radio at 30'. Radios are using (3) cat5 cables, Dish is using (10) LMR-400 cable. Required ground space is 5'x5' for rack, located within Crown building. Crown power is needed. THIS APPLICATION WAS RELOCATED FROM BU 872559

**** Indicates where Cut Sheet data has been entered.**

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be



submitted as unlocked AutoCAD files (Version 2000i preferred).

Appendix A - Antenna, Feedline, TME Specifications

Antenna Specifications

Quantity	Manufacturer	Model	Type	Height	Width	Depth	Weight	Flat Plate Area
1	RADIOWAVES	HP3-11	MICROWAVE DISH	38.0 IN	38.0 IN	30.2 IN	50.0 LBS	0.0

Feedline Specifications

Quantity	Manufacturer	Model	Nominal Size	Nominal O.D.
1	TIMES MICROWAVE	LMR-400	3/8"	0.405 IN
3	BELKIN	CAT5E	1/4"	0.25 IN

Tower Mounted Equipment Specifications

Quantity	Manufacturer	Model	Weight	Dimensions			Frequency		Sail Area
				Length	Width	Height	Low	High	
4	UBIQUITI NETWORK	ROCKET M365	1.1 LBS	1.18 IN	3.15 IN	6.3 IN	3650.0 MHZ	3675.0 MHZ	0.0 FT2

Customer Site Name: Ranger Peak
Customer Site Number:

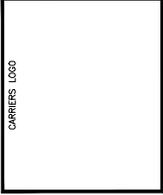
Crown Site Name: El Paso (Ranger Peak)
JDE Business Unit: 872560
License Identifier: 309150

EXHIBIT C to Government Entity Tower License Agreement

SITE PLAN; LOCATION AND DIMENSIONS (LENGTH, WIDTH, HEIGHT)
OF EQUIPMENT BUILDING/FLOOR SPACE
AND ANY OTHER INSTALLATION AT THE SITE

(See Attached)

Prepared by: R. Barringer
Prepared on: 06/15/2012
Revised on: 6/19/2012 9:49 AM
CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07



CROWN REGION ADDRESS
USA

SPACE RESERVED FOR PROFESSIONAL SEALS

NO.	DATE	DESCRIPTION
BY		
LM	23/01/09	AS-BUILT INFORMATION ADDED PER WORK ORDER # 411484
JA	05/09/11	AS-BUILT INFORMATION ADDED PER WORK ORDER # 411484
PS	20/06/11	APPLICATION ADDED PER WORK ORDER # 411484
COH	07/06/12	UPDATED PER WORK ORDER # 401165
SM	15/06/12	AS-BUILT INFORMATION ADDED PER WORK ORDER # 503728

DRAWN BY: LM
 CHECKED BY: PS
 DRAWING DATE: 23/01/09

SITE NUMBER:
 SITE NAME:

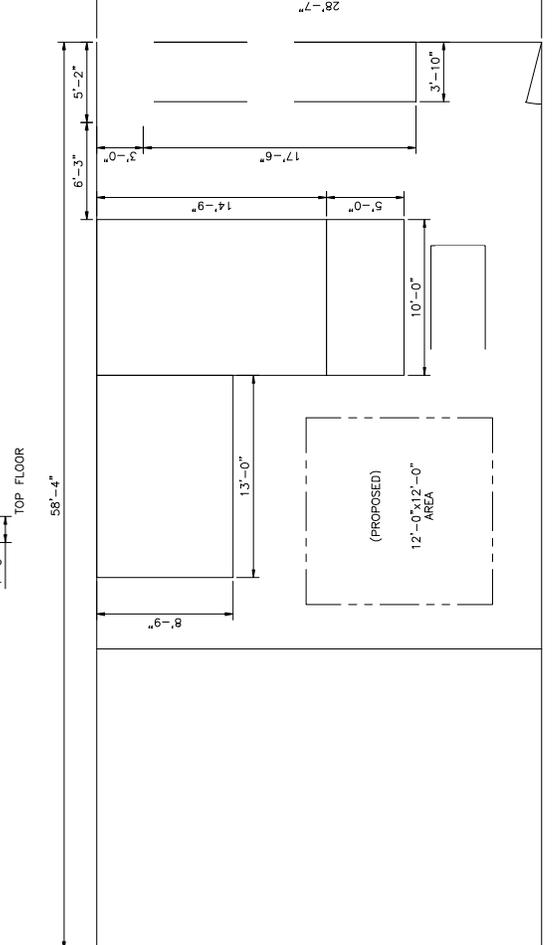
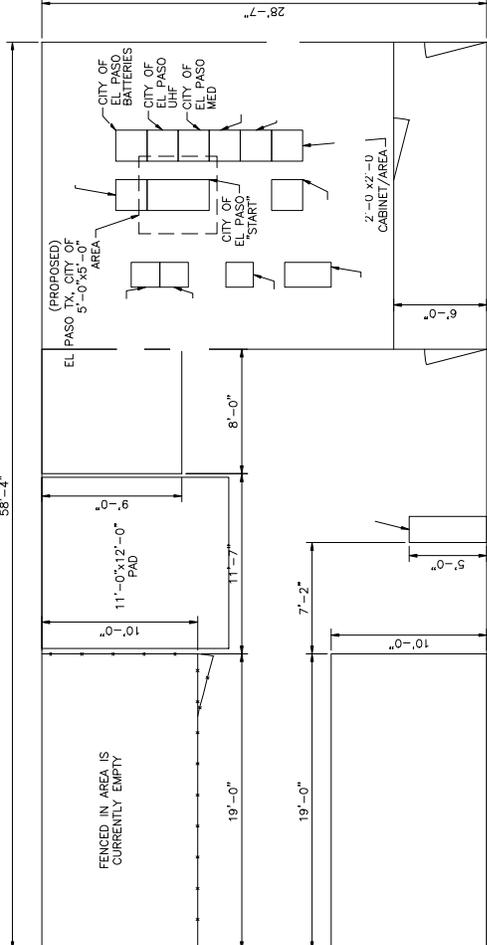
SITE NAME
 EI PASO (RANGER PEAK)

BUSINESS UNIT NUMBER
 872560

SITE ADDRESS
 1 RANGER PEAK
 EI PASO COUNTY
 EI PASO COUNTY
 USA

SHEET TITLE
 SITE DETAIL

SHEET NUMBER
 1



TOP FLOOR
 58'-4"

BOTTOM FLOOR
 58'-4"

DETAIL 1
 CROWN CASTLE BUILDING
 BUSINESS UNIT: 872560 TOWER B/DETAILED

SCALE: 1/8"=1'-0"

1



SITE DETAIL

Customer Site Name: Ranger Peak
Customer Site Number:

Crown Site Name: El Paso (Ranger Peak)
JDE Business Unit: 872560
License Identifier: 309150

EXHIBIT D to Government Entity Tower License Agreement

PRIME LEASE AGREEMENT

(See Attached)

Prepared by: R. Barringer
Prepared on: 06/15/2012
Revised on: 6/19/2012 9:49 AM
CROWN CASTLE STANDARD FORM GOVERNMENT ENTITY TLA 2-21-07

0471

MASTER BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Master Bill of Sale, Assignment, and Assumption Agreement ("Bill of Sale") is entered into as of _____, 1999, between COMCORP OF LAFAYETTE, INC., COMCORP OF TEXAS, INC., COMCORP OF EL PASO, INC., COMCORP OF LOUISIANA, INC., COMCORP OF INDIANA, INC., and COMCORP OF TYLER, INC., each a Delaware corporation (collectively the "Seller") and PINNACLE TOWERS INC., a Delaware corporation ("Purchaser"), pursuant to the Purchase Agreement dated of even date herewith, between Purchaser and Seller (the "Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

Seller desires to assign, transfer, convey, and deliver to Purchaser the Property in accordance with the terms of the Purchase Agreement. The Purchase Agreement also provides for certain representations and warranties of the Seller and for the assumption by Purchaser of certain liabilities and obligations of Seller and the assignment to Purchaser of Seller's rights associated with the liabilities and obligations assumed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. (a) Seller hereby sells, transfers, assigns, conveys, and delivers to Purchaser and its successors and assigns forever all of Seller's right, title, and interest in and to all of the Property, excluding the Excluded Assets, to have and to hold the same and each and all thereof unto Purchaser and its successors and assigns forever, to its and their own use and benefit forever.

(b) Seller hereby irrevocably constitutes and appoints Purchaser its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Seller or Purchaser, but on behalf and for the benefit of Purchaser as to matters arising from and after the date hereof, to demand, collect, and receive for the account of Purchaser all of the Property; to institute or prosecute, in the name of Seller or Purchaser, but on behalf and for the benefit of Purchaser, to demand, collect, and receive for the account of Purchaser all of the Property; to institute or prosecute, in the name of Seller or otherwise, all proceedings which Purchaser may deem necessary or convenient in order to realize upon, affirm, or obtain title to or possession of or to collect, assert, or enforce any claim, right, or title of any kind in or to the Property; and to defend and compromise any and all actions, suits, or proceedings in respect of any of the Property. Seller agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller for any reason.

2. Purchaser hereby assumes and agrees to perform, discharge, and satisfy, after the date hereof, all rights, liabilities and obligations relating to the Property, all in accordance with the terms of the Purchase Agreement. Purchaser shall not have any obligation, duty, or liability under the said leases arising or accruing on or before the date hereof.

3. Seller hereby covenants and agrees with Purchaser that it shall duly execute and deliver all such further instruments of sale, transfer, assignment, and conveyance and all such notices, releases, acquittances, certificates of title, and other documents as may be necessary more fully to sell, transfer, assign, and convey to and vest in Purchaser the Property hereby sold, transferred, assigned, and conveyed or intended so to be.

4. This Bill of Sale shall not be deemed to supersede any of the provisions of the Purchase Agreement, and the representations and warranties contained in the Purchase Agreement are incorporated by reference herein and made a part hereof as if fully set forth herein.

5. All of the terms and provisions of this Bill of Sale shall be binding upon Seller, its successors and assigns, and shall inure to the benefit of Purchaser, its successors and assigns.

6. This Bill of Sale shall be governed by the laws of the State of Louisiana.

COPY

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first written above.

SELLER:

COMCORP OF LAFAYETTE, INC.

By: [Signature]
Stephen P. Mumblow, President

COMCORP OF TEXAS, INC.

By: [Signature]
Stephen P. Mumblow, President

COMCORP OF EL PASO, INC.

By: [Signature]
Stephen P. Mumblow, President

COMCORP OF LOUISIANA, INC.

By: [Signature]
Stephen P. Mumblow, President

COMCORP OF INDIANA, INC.

By: [Signature]
Stephen P. Mumblow, President

COMCORP OF TYLER, INC.

By: [Signature]
Stephen P. Mumblow, President

IN WITNESS WHEREOF, Purchaser has executed this Bill of Sale as of the date first written above.

PURCHASER:

PINNACLE TOWERS INC.,
a Delaware corporation

By: _____
Name:
Title:

cc

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first written above.

SELLER:

COMCORP OF LAKE CHARLES, INC.

By: [Signature]
Stephen P. Mumblov, President

COMCORP OF TEXAS, INC.

By: [Signature]
Stephen P. Mumblov, President

COMCORP OF EL PASO, INC.

By: [Signature]
Stephen P. Mumblov, President

COMCORP OF LOUISIANA, INC.

By: [Signature]
Stephen P. Mumblov, President

COMCORP OF INDIANA, INC.

By: [Signature]
Stephen P. Mumblov, President

COMCORP OF TYLER, INC.

By: [Signature]
Stephen P. Mumblov, President

IN WITNESS WHEREOF, Purchaser has executed this Bill of Sale as of the date first written above.

PURCHASER:

PINNACLE TOWERS INC.
a Delaware corporation

By: [Signature]
Name: **JAMES BOKISH**
Title: **ASSISTANT SECRETARY**

cc

COPY

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Sarasota

Before me, the undersigned Notary Public, duly commissioned, qualified and sworn within and for the State and County aforesaid, personally came and appeared James K. Bokish, who acknowledged that he/she is the Assistant Secretary of Pinnacles Towers Inc., a Delaware corporation (the "Corporation"), that as such duly authorized officer, by and with the authority of the Board of Directors of the Corporation, he/she signed and executed the foregoing instrument for and on behalf of the Corporation, as his/her and its free and voluntary act and deed, for the uses, purposes and benefits therein expressed.

WITNESSES:

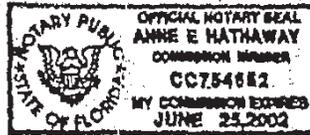
Eric A. Monro

William J. Alvarez

[Signature]
(Signature)
JAMES BOKISH
ASSISTANT SECRETARY

Sworn to and subscribed before me
this 7th day of January, 1999.

Anne E. Hathaway
NOTARY PUBLIC
My commission expires: June 25, 2002



7211174769;NORLEANS;37785.1
12/29/99

COPY

ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Sarasota

Before me, the undersigned Notary Public, duly commissioned, qualified and sworn within and for the State and County aforesaid, personally came and appeared JAMES BOKISH, who acknowledged that he/she is the Assistant Secretary of Pinnacle Towers Inc., a Delaware corporation (the "Corporation"), that as such duly authorized officer, by and with the authority of the Board of Directors of the Corporation, he/she signed and executed the foregoing instrument for and on behalf of the Corporation, as his/her and its free and voluntary act and deed, for the uses, purposes and benefits therein expressed.

WITNESSES:

Debra Y. Alvarez
Eric H. Moran

Christina K. Imparato
(Signature)

Sworn to and subscribed before me
this 04 day of January, 2000

Christina K. Imparato
NOTARY PUBLIC

My commission expires: 12-03-02



CHRISTINA K. IMPARATO
COMMISSION # CC794720
EXPIRES DECEMBER 3, 2002

72111-74769-NORLEANS-37785.1
12/29/99

COPY

ACKNOWLEDGEMENT

STATE OF _____
PARISH/COUNTY OF _____

Before me, the undersigned Notary Public, duly commissioned, qualified and sworn within and for the State and Parish/County aforesaid, personally came and appeared _____, who acknowledged that he/she is the _____ of _____, a _____ corporation (the "Corporation"), that as such duly authorized officer, by and with the authority of the Board of Directors of the Corporation, he/she signed and executed the foregoing instrument for and on behalf of the Corporation, as his/her and its free and voluntary act and deed, for the uses, purposes and benefits therein expressed.

WITNESSES:

(Signature)

Sworn to and subscribed before me
this _____ day of _____, 1999.

NOTARY PUBLIC
My commission expires: _____

0471-007

1997 3257 18 18

0471-006

4

DOCH 97059164

97-230
1010-12 pages

ACCESS AND LEASE AGREEMENT

Owner: Texas Parks and Wildlife Department
Broadcaster: COMCORP OF EL PASO, INC.

THIS ACCESS AND LEASE AGREEMENT (the "Agreement") is made effective the 26th day of September, 1997, between the TEXAS PARKS AND WILDLIFE DEPARTMENT, an agency of the State of Texas ("Owner"), and COMCORP OF EL PASO, INC., a Delaware corporation ("Broadcaster").

RECITALS

A. Owner owns a tramway system (the "Tramway System") in El Paso, Texas, operating between a base station located on or near McKinley Street, and the top of Ranger Peak of the Franklin Mountains.

The Tramway System consists of certain personal property, equipment and fixtures, and certain real property rights.

The personal property, equipment and fixtures includes: a building located at the base station on or near McKinley Street; the launching platform at the base from which the cable cars are launched; the cable cars and supporting cables; the steel towers at the bottom and top of the system, supporting the cable; the docking platform at the top of Ranger Peak for docking the cable car and unloading passengers; and various related equipment, spare parts, tools, and other personal property relating to those items listed.

The real property includes easement rights necessary to operate the Tramway System, including (i) road easements for access to the base; (ii) parking easements to the parking lot at the base; (iii) "footprint" easements underneath the small building at the base, the launching platform at the base, the steel towers, and the docking platform at the top; and (iv) easements for the elevated cable cars to pass overhead from the base to the top of the system. Said easement rights are set forth in that certain "Grant of a Limited Easement for Operation of Tramway System to Ranger Peak" from TRI-STATE BROADCASTING COMPANY, INC. as grantor, to TRAMWAY, INC. as grantee, dated the 26th day of September, 1997, recorded on the 29th day of September, 1997, under Clerk's Receipt Number 97059161, Real Property Records, El Paso County, Texas, which easement was transferred to Owner by that certain "Tramway Bill of Sale and Assignment" from TRAMWAY, INC. as assignor, to Owner as assignee, dated the 26th day of September, 1997, recorded on the 29th day of September, 1997, under Clerk's Receipt Number 97059163, Real Property Records, El Paso County, Texas.

1997 3257 18 19

B. Broadcaster owns a broadcasting tower, equipment and fixtures, and various related equipment, spare parts, tools, and other personal property relating to its broadcast site, and certain easement rights associated with the broadcasting tower (the "Broadcast Tower Site") in El Paso, Texas, on the top of the Franklin Mountains. Said easement rights are set forth in that certain "Special Warranty Deed, Reservation of Broadcasting Easement, and Reservation of Access Easement," from TRI-STATE BROADCASTING COMPANY, INC. as grantor, to Owner as grantee, dated the 26th day of SEPTEMBER, 1997, recorded on the 29th day of SEPTEMBER, 1997, under Clerk's Receipt Number 97059102, Real Property Records, El Paso County, Texas (the "Special Warranty Deed").

C. In order for Broadcaster to use its Broadcast Tower Site, Broadcaster needs access by means of the Tramway System belonging to Owner.

D. By this Agreement, Owner agrees to provide to Broadcaster, access and use of the Tramway System, in order for Broadcaster to have access to its Broadcast Tower Site.

E. Owner also owns the Ranger Peak Broadcast Equipment Building, as defined in the Special Warranty Deed. By this Agreement, Owner leases two interior rooms and certain other rights in this building to Broadcaster.

NOW, THEREFORE, for Ten Dollars and other good and valuable consideration, and in consideration of the following covenants, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties,

THE PARTIES AGREE AS FOLLOWS:

I. TRAMWAY SYSTEM ACCESS PROVISIONS:

1. ACCESS AND UTILIZATION.

1.1. In General. During the term of this Agreement, and pursuant to the terms and conditions of this Agreement, Owner shall provide access to the Tramway System to Broadcaster, for business use by Broadcaster, its agents, employees, lessees, licensees, permittees, or other parties designated in writing by Broadcaster.

1.2. Absolute and Paramount Utilization and Access. Notwithstanding any other provisions in this Agreement to the contrary, Broadcaster shall have an absolute and paramount right to utilization of the Tramway System. Any request or necessity for access to the Tramway System by Broadcaster shall be superior to, and take precedence over, any other users of the Tramway System whatsoever.

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2. COMPENSATION AND OTHER CONSIDERATION.

REDACTED

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3. MAINTENANCE AND RESPONSIBILITY. During the term of this Agreement, Owner, at Owner's expense:

- (ii) shall maintain and repair the Tramway System as required in order to keep the Tramway System in good order, condition, and repair;

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- (ii) shall pay any and all capital costs required for replacement of any capital equipment for the Tramway System (including but not limited to structural components of the Tramway System, cable cars, cable, and motors), regardless of the anticipated useful life of the replacement equipment;
- (iii) shall pay for the maintenance and repair costs of the road providing access to the Tramway System (including paving or paving repair, and including any requirements imposed by the City of El Paso);
- (iv) shall pay for any ad valorem or property taxes imposed on the Tramway System (whether real or personal), if any, and
- (v) shall pay any other costs whatsoever required for operation of the Tramway System.

Owner shall maintain all equipment in the Tramway System in accordance with all applicable federal, state and local governmental regulations and industry standards and in a manner that does not conflict with, endanger, threaten, or adversely affect the business, operations or equipment of Broadcaster or any licensees, permittees, or any other users designated by Broadcaster.

4. USE RULES AND LIMITATIONS.

4.1. Safety. Owner shall be obligated to adopt safety rules and regulations regarding operation of the Tramway System, and Broadcaster's access to the Tramway System shall be at all times subject to (i) such safety rules and regulations as Owner may establish from time to time, and (ii) such reasonable usage rules and regulations as Owner may establish from time to time. Broadcaster, its employees, agents, lessees, licensees and permittees, shall at all times adhere to the reasonable Tramway System usage and safety rules, guidelines and instructions established by Owner from time to time. Owner shall solely be responsible for safety rules and regulations.

Owner, as owner and operator of the Tramway System, may prohibit use of the Tramway System at any time and from time to time in the event of any actual or threatened act, omission, failure, or breach which may cause or is likely or threatening to cause imminent danger or risk to persons or property, such events to include by way of example, but not limitation, adverse weather conditions and mechanical failure.

4.2. Business Use Only Under This Agreement. Broadcaster's use of the Tramway System under this Agreement shall be for business use only.

4.3. Nonexclusive Use. During the term of this Agreement, the right of use of the Tramway System by Broadcaster under this Agreement is not exclusive. Owner may allow access to the Tramway System to other parties, including the

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general public and tourists, upon such conditions as Owner may determine, provided that any such use by other parties shall be subject to Broadcaster's paramount rights as set forth in paragraph 1.2 of this Agreement. Any fees or charges to the general public made by Owner shall belong to Owner, and Broadcaster shall have no claim to such revenues.

4.4. Time of Day. To the extent feasible, Broadcaster shall use the Tramway System during the normal working hours of the tramway operator engaged or employed by Owner to operate the Tramway System. If Broadcaster needs to use the Tramway System after the normal working hours of the tramway operator, Owner shall make the Tramway System available to Broadcaster at such hours, and Owner shall employ an operator who will be available "on call" or on short notice. Owner shall make the Tramway System and an operator available for emergency use, subject to safety considerations. At Broadcaster's expense, Owner shall if necessary make available a utility tram car for construction purposes. Owner may impose a reasonable additional charge for usage after normal working hours of tramway operations (such charge only intended to compensate the Owner for its actual direct costs of the operator). If Broadcaster requires usage of the entire tramway system during normal hours of operation, for example to haul construction materials or equipment to the top of Ranger Peak, and if such use actually results in lost revenue to Owner, then in such event Owner may impose a reasonable additional charge for such usage, and such charge may compensate Owner for estimated lost revenue and additional direct cost resulting therefrom. Neither Broadcaster nor anyone claiming rights to use the Tramway System through Broadcaster pursuant to this Agreement shall be entitled to use the Tramway System at any time in the absence of a tramway operator expressly and specifically authorized, engaged or employed by Owner. It is expressly understood and agreed that only Owner, its authorized employees or agents shall operate the Tramway System.

II. EQUIPMENT ROOM LEASE PROVISIONS:

5. LEASE. Owner shall lease to Broadcaster, for the rent provided herein in paragraph 2 hereinabove, the use of the following in the Ranger Peak Broadcast Equipment Building: (i) the interior rooms in the top floor and the bottom floor of the two story building, and (ii) at Broadcaster's sole discretion, the right to mount transmitting devices to the exterior of the building, belonging to third parties to whom Broadcaster shall be permitted to lease or sublease such rights, all revenue derived thereby to belong strictly to Broadcaster (said right subject to Broadcaster's obligation to maintain public use areas within public health standards with respect to RF exposure); provided, however, that when locating such transmitting devices to the exterior of the building, Broadcaster shall use good faith efforts not to block tourists' view from the catwalk around the building. There shall be excluded from this lease, the exterior walkway around the second floor level of said building (for which the

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Owner shall solely be responsible), and the interior room of the one-story building which includes a steel beam passing through the room (part of the tower base). Owner acknowledges that this steel beam (tower base) may remain where it is presently located, and that if Owner uses the said room for public purposes, Owner shall take precautions to protect said steel beam, and to block public access to it for safety reasons. Broadcaster shall be responsible for maintenance of the mechanical, electrical, heating and cooling of said building. Owner shall solely be responsible for control of the exterior of the said building, and of the interior of the one-story building. Owner shall solely be responsible for maintaining safe operation of the walkway around the building, and Broadcaster shall have no responsibility, authority, or liability relating to said walkway. Owner shall solely be responsible for any costs associated with (i) bringing any portion of the leased premises up to required standards under federal, state or municipal law or code; (ii) installing any improvements required under the Americans for Disability Act, (iii) bringing or upgrading any utilities to the site (provided, however, that if Broadcaster requires upgraded utilities for Broadcaster's own business purposes, then Broadcaster shall bear the cost of such upgrading), (iv) upgrading bathrooms at the site or building a chemical toilet adjacent to the building. Broadcaster shall be responsible for payment of electricity usage on all facilities at the top of Ranger Peak, if there is only one electric meter; provided, however, Broadcaster shall retain the right to install at its expense separate meters such that each party would then be responsible for payment of its own electric consumption.

III. PROVISIONS APPLICABLE BOTH TO TRAMWAY ACCESS AND TO EQUIPMENT ROOM LEASE

6. NON-LIABILITY AND INDEMNIFICATION. Owner for itself does hereby waive all claims against Broadcaster (including, by way of example and without limitation, any claims caused by or resulting from the negligence of any Broadcaster affiliate, its respective agents, servants, or employees, which Owner, its successors or assigns, or its invitees or permittees, may have against Broadcaster or any Broadcaster affiliate, its respective agents, successors, assigns, servants, or employees, for loss, theft, or damage to property or for injuries to persons occurring on the Tramway System or on or in the Ranger Peak Broadcast Equipment Building, from any cause whatsoever, except as to any such loss or damage caused by Broadcaster's broadcasting of TV or radio waves over the air. Owner hereby agrees to hold Broadcaster, its respective agents, servants, and employees, exempt and harmless from and on account of any damage or injury to any person, or to the equipment or property of any person, arising from the use of the Tramway System or the Ranger Peak Broadcast Equipment Building, except as to any such loss or damage caused by Broadcaster's broadcasting of TV or radio waves over the air. Neither Broadcaster nor its respective agents, servants, or employees shall be liable to Owner or its invitees or permittees for any damage by or from any act or negligence of Broadcaster or its invitees or permittees, unless such liability shall arise from the gross

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negligence or willful act of Broadcaster, or from Broadcaster's broadcasting of TV or radio waves over the air.

a. Owner and Broadcaster and all parties claiming under them mutually release and discharge each other and their respective officers, directors, partners, employees and agents from all claims and liabilities arising from or caused by any casualty or hazard to the extent covered by valid and collectible insurance; and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof; provided that such release shall not operate in any case where the effect is to invalidate such insurance coverage. This release shall apply even if the loss or damage shall be caused by the fault or negligence of a party hereto or for any person for which such party is responsible.

b. Particularly, but not in limitation of the foregoing, all equipment and improvements belonging to Owner, or any licensees, permittees, contractors, agents, or employees of Owner that are on the Tramway System or the Ranger Peak Broadcast Equipment Building shall be there at the risk of Owner, and neither Broadcaster nor its respective agents, servants, or employees shall be liable for: (i) damage to, or theft of, or misappropriation of, such property; (ii) loss of or damage to any property by theft or otherwise, by any means whatsoever; (iii) any injury or damage to persons or property resulting from fire, explosion, electrocution, falling plaster, steam, gas, electricity, snow, water or rain which may leak from any part of the Tramway System or the Ranger Peak Broadcast Equipment Building or any improvements thereon; or (iv) any latent defect or other defect in any part of the Tramway System or the Ranger Peak Broadcast Equipment Building.

c. Particularly, but not in limitation of the foregoing, and except with respect to any damages caused by the employees of Owner, all equipment and improvements belonging to Broadcaster, or any licensees, permittees, contractors, agents, or employees of Broadcaster that are on the Tramway System or the Ranger Peak Broadcast Equipment Building shall be there at the risk of Broadcaster, and neither Owner nor its respective agents, servants, or employees shall be liable for: (i) damage to, or theft of, or misappropriation of, such property; (ii) loss of or damage to any property by theft or otherwise, by any means whatsoever; (iii) any injury or damage to persons or property resulting from fire, explosion, electrocution, falling plaster, steam, gas, electricity, snow, water or rain which may leak from any part of the Tramway System or the Ranger Peak Broadcast Equipment Building or any improvements thereon; or (iv) any latent defect or other defect in any part of the Ranger Peak Broadcast Equipment Building.

7. TERM OF AGREEMENT.

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7.1. **Term.** The term of this Agreement shall begin on the effective date as set forth above, and shall be for an initial term of ninety-nine (99) years. Broadcaster shall have the option to renew this Agreement for five (5) addition renewal terms of ninety-nine (99) years each. At any time after a date six months prior to the expiration of the initial term or a renewal term, Owner shall notify Broadcaster of Broadcaster's option to renew the term of this Agreement, and Broadcaster shall have the option to renew this term by the later of (i) one hundred twenty (120) days after Broadcaster's receipt of said notice from Owner, or (ii) one hundred twenty (120) days after expiration of the then current term.

8. **DEFAULT & REMEDIES.**

a. **Owner's Default.** Each of the following is an event of default by Owner ("**Owner Event of Default**"):

- (i) If Owner defaults in the prompt and full performance of any covenant, agreement, or condition of this Agreement and such default shall continue for a period of twenty (20) days after written notice thereof from Broadcaster to Owner; provided that if the nature of the default is such that it cannot reasonably be cured within said twenty (20) day period, there shall be no default if Owner initiates cure within said twenty (20) day period and diligently pursues such cure to completion; and provided further that if the nature of the default is a completed act and is such that it cannot be cured, there shall be no default if Owner promptly takes reasonable steps to insure that such default does not recur;
- (ii) If Owner abandons its duties and responsibilities, in whole or in part, under this Agreement;
- (iii) If Owner ceases to operate the Tramway System and ceases to make it available to Broadcaster under this Agreement;
- (iv) If the interest of Owner under this Agreement shall be levied upon under execution or be attacked by a process of law; or
- (v) If, at any time during the term of this Agreement, there shall be filed by or against Owner in any court pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency or for arrangement or for reorganization or for the appointment of a receiver or trustee of all or a portion of Owner's property, and within thirty (30) days thereafter Owner fails to secure a discharge thereof, or if Owner makes an assignment for the benefit of creditors.

d. Broadcaster's Remedies. In the case of a Owner Event of Default, Broadcaster for its exclusive remedies shall be entitled:

- (i) In the case of a Owner Event of Default involving a monetary payment, at its option exercised by written notice to Owner, Broadcaster may pursue said monetary claim against Owner in a court action (without terminating or limiting Broadcaster's rights under this Agreement, while said court case is pending);
- (ii) In the case of a Owner Event of Default not involving a monetary payment, at its option exercised by written notice to Owner, Broadcaster may exercise any and all available remedies at law or in equity;
- (iii) In the case of a Owner Event of Default involving temporary cessation of operation of the Tramway System, for any reason, then Broadcaster shall be entitled to control and operate the Tramway System and to exclude the public from use of it; and
- (iv) In the case of a Owner Event of Default involving permanent cessation or abandonment of operation of the Tramway System, for any reason, then Broadcaster shall have the option to purchase ownership of the Tramway System and the Ranger Peak Broadcast Equipment Building for a purchase price of One Dollar (\$1.00), and if said option is exercised, then Broadcaster shall thereafter be entitled to operate the Tramway System and the Ranger Peak Broadcast Equipment Building to the exclusion of the public and for its own uses.

9. ASSIGNMENT.

9.1. By Owner. Owner may not assign its rights or obligations under this Agreement without the prior written consent of Broadcaster, which consent shall be at Broadcaster's sole discretion. Any such assignment without such prior written consent shall be void and shall, at the option of Broadcaster, constitute a default under this Agreement. No assignment of this Agreement by Owner shall serve to release Owner from its obligations, liabilities, or responsibilities under this Agreement.

9.2 By Broadcaster. Broadcaster shall have the right to assign this Agreement, in whole or in part, to any other person or entity, without the need for any consent by Owner. In the event of any transfer, assignment, or conveyance by Broadcaster of any rights or interest in this Agreement, the same shall operate to release Broadcaster from any future liability upon any of the covenants or conditions, express or implied, contained in this Agreement, and in such event, Owner agrees to look solely to the successor-in-interest of Broadcaster in and to this

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Agreement for fulfillment of the duties and responsibilities otherwise had by Broadcaster under this Agreement. Subject to the remaining provisions of this Agreement, this Agreement shall not be affected by any such transfer or conveyance by Broadcaster, and Owner agrees to attorn to any purchaser, transferee, or assignee from Broadcaster.

10. MISCELLANEOUS.

10.1. Attorneys' Fees. In the event of any litigation between Owner and Broadcaster to enforce any provisions of this Agreement or any right of either party hereto, the unsuccessful party of such litigation shall pay to the successful party all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred therein.

10.2. Notices. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered upon the earlier of: (i) actual delivery; or (ii) whether actually received or not, three (3) days after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at their last known addresses, or at such other addresses as the parties have therefore specified by written notice delivered in accordance herewith.

10.3. Void to Extent Inconsistent With Applicable Law. If any provisions of this Agreement shall be inconsistent with applicable law or regulations (including, by way of example and without limitation, laws and regulations of the FCC and/or FAA), with the licensing (including, by way of example and without limitation, FCC licensing) associated with the paramount broadcast uses described above, such provisions of this Agreement shall be void ab initio.

10.4. Applicable Law. This Agreement shall be governed by, and construed pursuant to, the laws of the State of Texas.

10.5. Supersede Prior Agreement; Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. This Agreement supersedes any and all other agreements and communications, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement and contains all of the covenants, representations, warranties and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, warranties, covenants, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, representation, warranty or covenant not contained in this Agreement shall be binding or valid.

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10.6. Amendments. No amendment to this Agreement shall be effective between the parties unless such amendment is in writing and signed by both of the parties hereto.

10.7. Interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires. The titles and subtitles to Sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

10.8. Successors and Assigns. The terms, conditions, covenants, and agreements as contained in this Agreement shall apply to, shall run in favor of, shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective representatives, successors and (where permitted by this Agreement) assigns.

10.9. Further Assurances. Owner and Broadcaster shall each be obligated to give such assurances, execute such further documents, or do such other things as may reasonably be required to implement the terms of this Agreement.

10.9. Observatory Name. Owner and Broadcaster both agree that the Ranger Peak Broadcast Equipment Building shall henceforth be known as the "Karl O. Wyler, Sr. Observatory".

EXECUTED the date first set forth above and effective as herein provided.

TEXAS PARKS AND WILDLIFE DEPARTMENT.
("Owner")

By: Andrew Sansom
Andrew Sansom, Executive Director

COMCORP OF EL PASO, INC. ("Broadcaster")

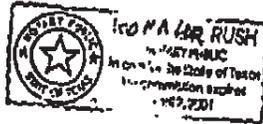
By: J. Wayne Elmer
Its: President

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STATE OF TEXAS)
)
COUNTY OF EL PASO)

The above instrument was acknowledged before me on the 22ND day of
September, 1997, by D. WAYNE ELMORE PRESIDENT
of COMCORP OF EL PASO, INC., a Delaware corporation, on behalf of said
corporation.

Notary's Official Seal:



Ronald A. Rush

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:
Lawyer's Title of El Paso
Attn: Ron Rush
301 Yandell
El Paso, Texas 79902

PREPARED IN THE LAW OFFICE OF:
Scott & Hulsa, P.C.
Texas Commerce Bank Building
210 East Main, 11th Floor
El Paso, Texas 79901
Attn: G. Russell Hill, Esq.