

New York

**Telecommunications Site Manager
Service Agreement**

Telecommunications Site Manager Service Agreement

This Telecommunications Site Manager Service Agreement ("Agreement") made this 25th day of August, 1997, by and between the New York State Police, acting on their own behalf and on behalf of the other state agencies listed in Appendix A attached (hereinafter collectively "Contractor" or "The State"), Building 22, State Office Campus, 1220 Washington Avenue, Albany, New York 12226, and Castle Tower Holding Corp., a Delaware corporation (hereinafter "Contractee" or "CTHC"), whose principal offices are located at 510 Bering Drive, Suite 310, Houston, Texas 77057.

WITNESSETH

WHEREAS, the State, through a coalition of State agencies and Public Authorities desires CTHC to perform the services described below and CTHC agrees to provide these services:

Site Management Services Relating to the Marketing, Design, Construction, and Maintenance / Operation of Telecommunications Sites within New York State ("NYS"); and

WHEREAS, the State has existing facilities and rights-of-way available for the installation/construction of telecommunication Sites, including telecommunications towers; and

WHEREAS, CTHC desires to license the use of space and facilities at the Sites to Users who will use such Sites for telecommunication transmission and receiving purposes for the term of this Agreement; and

WHEREAS, the State has determined that this Agreement is in the best interests of the State; and

WHEREAS, the participating State agencies have executed a Memoranda of Understanding a sample of which is attached here to as Appendix B, designating the State Police as their agent for negotiating, executing and administering the master service agreement for the Sites. (The participating agencies are included in Appendix A.); and

WHEREAS, albeit the State and CTHC intend that this Agreement be binding on the parties, the State and CTHC recognize that this Agreement does not constitute a commitment of, or authorization from, the State or any of its agencies with respect to the construction, expansion or operation by CTHC of any particular communications site or group of Sites within NYS, solely to the extent that any

such commitment or authorization for such site or sites is subject to, and contingent upon, prior compliance with any applicable provisions of the State Environmental Quality Review Act ("SEQRA") and its underlying regulations; and

WHEREAS, the State acknowledges that this Agreement obligates the State to assist in good faith CTHC in CTHC's efforts to comply with SEQRA.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the sufficiency of which the parties acknowledge, CTHC and the State hereby agree as follows:

1. Definitions. For purposes of this Agreement, the following terms are defined:

a. "Agreement" shall mean this Telecommunications Site Manager Service Agreement and any renewals or amendments thereof.

b. "Contractee Project Manager" - Contractee shall promptly appoint and maintain during the Term of this Agreement, a Project Manager who may change from time to time and shall be authorized to act for Contractee. Contractee Project Manager shall be subject to Contractor's reasonable approval.

c. "Contractor's Project Manager" - The Contractor shall promptly appoint and maintain during the Term of this Agreement, a Project Manager who shall be authorized to act for the Contractor.

d. "Construction Costs" shall mean all of CTHC's expenses relating to the development, design and construction of Facilities at a Site. Construction Costs shall include any labor, materials, permits/licenses and professional services necessary for obtaining the rights to use and develop, and for developing and constructing, new or replacement Facilities.

e. "Environmental Assessment" shall mean an assessment conducted in accordance with the then current ASTM standard for environmental assessments, or other appropriate review of the environmental conditions then existing at a site, including such sampling or testing as deemed appropriate by CTHC's environmental consultant.

f. "Existing Site" shall have the meaning assigned to such term in Section 2.B.

g. "Facilities" shall mean any and all new or existing structures, including, but not limited to, towers, shelters, buildings, cabinets, foundations, and fencing located on or about a Site. The term "Facilities" does not include User Equipment.

h. "Gross Receipts" shall mean all User Fees (excluding sales taxes) charged to, and collected by CTHC from, Users in connection with their use of the Facilities.

i. "Hazardous Condition" shall mean the release, or the threatened release, or the presence, use, treatment, storage or disposal of, any material or substance regulated as a hazardous, toxic or dangerous substance or pollutant under Environmental Laws. Hazardous Condition shall include, but not be limited to, any activity whatsoever involving the presence at, on, under or about (including in soil, surface water or groundwater), of (i) any hazardous waste, extremely hazardous waste, restricted hazardous waste, toxic pollutant or hazardous pollutant, or words of similar import, as defined in the Resource Conservation & Recovery Act, as amended, and any regulations or guidelines promulgated thereunder; (ii) any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act as amended, and any regulations or guidelines promulgated thereunder; (iii) any toxic substance or hazardous chemical as defined in the Toxic Substances Control Act, as amended, and any regulations or guidelines promulgated thereunder; (iv) the discharge of any pollutant under the Federal Water Pollution Control Act, as amended, and any regulations or guidelines thereunder; (v) any petroleum or refined petroleum product, or other petroleum hydrocarbon; (vi) asbestos; (vii) polychlorinated biphenyls; (viii) any pollutant or hazardous air pollutant under the Clean Air Act, as amended, and any regulations or guidelines promulgated thereunder; and (ix) any substance or waste regulated under other applicable environmental law, including but not limited to the New York State Environmental Conservation Law, the New York Navigation Law, and the Public Health Law. "Environmental Laws" hereunder shall mean the statutes referenced in clauses (i), (ii), (iii), (iv), (viii) and (ix), above, the Occupational Safety & Health Act, the Hazardous Materials Transportation Act, any state analogues to any of them, and any regulations or rules promulgated under each of them, each as amended and in effect from time to time.

j. "Hookup Fee" shall mean the fee, reasonably approved by the State, imposed by CTHC upon a User for the right to install the User's User Equipment at a Site. These

fees shall be used by CTHC to defray the costs associated with additional Users on an Existing Site.

k. "interference" shall mean unwanted signals that interfere with the intelligibility of desired signals.

l. "Public Safety" shall mean those functions of State Authorities directly related to the protection of life and property.

m. "Replacement Tower" shall have the meaning assigned to such term in Section 2.

n. "Site" shall mean those State lands or rights-of-way made available by the State for Facilities or where Facilities presently exist, other than such lands or rights-of-way which the State reserves for its development of exclusively non-commercial facilities similar to the Facilities.

o. "State Authorities" shall mean any subsidiary corporation of the State, including, without limitation, State agencies, boards, commissions and other State authorities.

p. "Term" shall have the meaning assigned to such term in Section 4.

q. "User" shall mean a third party user of any of the Facilities (excluding State Authorities) that executes a User License with CTHC.

r. "User Equipment" shall mean telecommunication transmitting and receiving equipment, antennae and/or cable installed by a User on a Facility.

s. "User Fees" shall mean the monthly Site rental fee due to CTHC from Users. User Fees do not include the surcharge for electricity, Construction Costs or Hookup Fees imposed by CTHC to recover its expenses.

t. "User License" shall mean an executed Antenna Site license agreement with a User, in substantially the form of Exhibit A attached hereto, granting a User a license to use Facilities on a Site.

u. "Work" shall mean the design, engineering, construction, management, marketing and operation of the Facilities under the terms of this Agreement.

2. Agreement and Grant. A. During the Term of this Agreement, the State hereby grants to CTHC an exclusive license to use all rights of the State in and to the Sites which are necessary for CTHC's full use and exploitation of the Sites for the purposes set forth in this Agreement and hereby grants to CTHC the right to design, develop, construct, market, install, maintain and operate Facilities subject to the provisions hereof. Except as otherwise provided in this Agreement, CTHC shall bear the entire cost and expense related to design, development, construction, installation, inspection, marketing, maintenance and operation of the new and replacement towers, and CTHC shall indemnify and hold the State harmless therefrom.

B. The State hereby specifically grants to CTHC the exclusive right to develop those of the State's existing Sites which the parties, within ninety days of the execution of this Agreement, mutually agree that CTHC may develop (the "Existing Sites"). At the time the parties agree on the Existing Sites, a list of such Sites (including the names of the State's existing tenants at such Sites and whether, and to what extent, towers on such Sites need to be refurbished or replaced) shall be appended to this Agreement as Exhibit B. As set forth on Exhibit B, towers on Existing Sites will be refurbished or, if CTHC determines in its reasonable discretion that an existing State-owned tower which is to be replaced can be used for co-location or is otherwise marketable (such an existing tower, a "Replacement Tower"), replaced with new Facilities. To the extent an existing tower to be replaced is not a Replacement Tower, CTHC shall replace such Facilities at the State's sole expense if the State directs CTHC to do so. A list of such non-Replacement Towers on Existing Sites which have been identified by the parties to date is set forth on Exhibit C. CTHC's sole obligation with respect to any non-Replacement Tower shall be to monitor the condition of such towers.

C. The State hereby specifically grants to CTHC the exclusive right (i) to develop new Sites at locations chosen by CTHC and approved by the State and (ii) to act as the State's agent and manager with respect to any new Sites developed for the State by third parties (other than State Authorities), in each case subject to and in accordance with the terms of this Agreement. Such new Sites are listed on Exhibit D or any supplement thereto.

D. CTHC shall have the right to install, subject to the prior written approval of the State in accordance with Section 2.E. below, such Facilities upon the Sites necessary, in CTHC's judgment, for the successful and secure operation of User Equipment, and may alter or modify the

same as may be so necessary. CTHC shall also have the right in connection with its use of the Sites to place warning signs and do whatever else is reasonably necessary to comply with applicable existing and proposed safety standards, including, but not limited to, electromagnetic-energy (EME) safety standards, related to CTHC's use of the Site. CTHC may enter into User Licenses with Users to use all or any part of a Site and Facilities and improvements located thereon. The term of any User License may not, without the State's consent, be longer than the Term of this Agreement.

E. Prior to any proposed installation of a Facility on a Site, CTHC shall provide to the State a schedule, which shall include the following information:

- a. An Environmental Assessment.
- b. Drafts of any documents required by SEQRA.
- c. Whether a new or replacement tower.
- d. Draft site plans and construction plans.
- e. Proposed tower description, including type, height and design specifications, including wind resistance.
- f. A description of any remediation work or other State action required.
- g. List of local approvals, if any, that will be required.

The State shall review such schedule and, within 30 days of receipt of the schedule, shall notify CTHC in writing whether the State approves or disapproves of the proposed installation. If the State approves such installation, the State shall inform CTHC in the State's notice of approval whether, and at what elevation, if any, it intends to install any of its telecommunications equipment at such Site; provided, that CTHC may decline to proceed with a proposed installation of a Facility if, in CTHC's determination, the telecommunications equipment the State intends to install at such Facility would adversely affect the profitability of such Facility to CTHC. Failure by the State to notify CTHC of its approval or disapproval of a proposed installation within such 30 day period shall constitute approval of such installation for purposes of this Agreement.

F. Not later than 10 days prior to any proposed installation of a Facility on a Site approved by the State

in accordance with paragraph E. above, CTHC shall provide to the State a supplement to the schedule referenced in paragraph E. above, which shall include the following information:

- a. Final site plans, construction plans and tower description.
 - b. A schedule of construction.
 - c. Names of contractors who will fabricate and erect the tower and equipment building.
 - d. Boundary line survey by a NYS licensed surveyor (new Sites only).
 - e. The approximate Construction Costs of the Facilities.
 - f. Whether there will be one equipment building or whether any User will erect its own building or shelter or both.
 - g. Description of security measures.
 - h. A listing of any existing State agencies or subdivisions which the State has requested pursuant to paragraph E. above be accommodated and at what elevation.
3. Compensation and Collection of User Fees.
 - A. Compensation for Existing Towers and Rooftops.

With respect to existing towers and rooftops, during the term of this Agreement the State's share of Gross Receipts shall be 50% of the Gross Receipts generated from User Fees with CTHC retaining the balance of the Gross Receipts generated. Subsequent renewals of this Agreement shall be at the same 50% split of Gross Receipts.

B. Compensation for New Towers and Replacement Towers developed under the terms of this Agreement.

With respect to new towers and Replacement Towers, during the first 10 years of the Term the State's share of Gross Receipts shall be 30% of the Gross Receipts generated from User Fees with CTHC retaining 70% of the Gross Receipts generated. For the next 10 years, the State's share of Gross Receipts shall be 50% of the gross receipts generated from User Fees with CTHC retaining 50% of the Gross Receipts

generated. Subsequent renewals of this Agreement shall be at the same 50% split of Gross Receipts.

C. Collection of User Fees.

All User Licenses shall identify CTHC as the party responsible for the invoicing, collection and monitoring of User Fees. CTHC shall perform all invoicing and collection of User Fees, including actions necessary to secure collection from past due payments in a commercially reasonable fashion. CTHC shall obtain the State's consent to any write-off of accounts receivable from Users or any material agreements with Users for a reduced payment of past due User Fees, which consent shall not be unreasonably withheld. Nothing herein shall be deemed to obligate CTHC as a surety, factor or guarantor with respect to such User Fees.

CTHC shall make available monthly reports detailing all User Fees and any other monies billed and remitted from each Site in accordance with the User Licenses. On the 15th day of each month, CTHC shall remit to the State the State's share of Gross Receipts collected for the previous month.

4. Term. The Agreement shall commence on the date it is approved by the NYS Comptroller and shall continue for 20 years thereafter (together with any period of renewal of this Agreement, if applicable, the "Term"). Contractor shall give Contractee oral notice of said approval within three business days thereafter and shall follow up promptly with written notice confirming said commencement date. Provided Contractee is not then in default of any of the provisions of the Agreement beyond any applicable grace periods, Contractee shall have four 5-year renewal options which must be exercised by written notice to Contractor in accordance with Section 29, infra, given not more than 12 months nor less than 6 months before the expiration of any Term.

5. Title.

A. Title to Facilities. The State shall be the legal and equitable owner of any existing Facilities and all new Facilities.

B. Property Interest. This Agreement shall not confer upon CTHC any ownership or possessory interest, except for the rights granted by this Agreement, in real property owned by or under the jurisdiction of the State, and CTHC agrees that it shall never make any claim of such ownership or possessory interest.

6. CTHC's Use of Sites. The Sites are to be used for the installation, operation and maintenance of User Equipment along with associated other electronic equipment (which may be passive and/or active) and mounting structures, including towers and equipment shelters. Other uses not specifically contemplated in the Agreement cannot be implemented without the State's approval.

7. State's Use of Sites. A. Subject to space availability, capacity and the rights of any then existing Users, and subject to the provisions of Section 13 of this Agreement, the participating State agencies shall have the right to install their telecommunications equipment at any Site (new or existing); provided, that the cost of such equipment and its installation and any liabilities (including, without limitation, environmental liabilities) arising out of the installation and modification of such equipment (other than as provided in the next succeeding sentence) shall be the responsibility of the State. Such use of a Site (new or existing) and any customary improvements or customary measures necessary to accommodate such use shall be at no charge to the State. CTHC shall make the Site available to the State for such installation of its telecommunications equipment within 60 days after notice from the State of the proposed installation. At the time of the installation of new Facilities on a new tower, the State shall have the right and first choice to install its telecommunications equipment at any elevation on such new tower, provided that the State has notified CTHC of the State's intention to install, and the location at which it intends to install, such equipment in accordance with Section 2.E.

B. The Contractor's telecommunications equipment shall operate independently of any other User's User Equipment installed at a Site.

C. Should development include constructing a new tower as a replacement for a currently used tower, Contractor shall arrange for relocating Contractor's telecommunications equipment from the old tower to the new tower at Contractor's cost. Such use of a new tower shall be at no charge to the State other than the relocation costs.

8. Existing Tenants. A. This Agreement shall not limit or alter (i) the State's rights or relationship with any existing tenants of the State listed on Exhibit B or State Authorities which become tenants of the State following the commencement of this Agreement (such tenants collectively, the "State Tenants") or (ii) such State

Tenant's right, where applicable, to renew those existing agreements; provided, that the State's and the State Authorities' rights and relationship under any new agreement between the State and State Authorities shall not conflict with the terms of this Agreement. This Agreement is subject to all of the State's leases and licenses with State Tenants existing at the time of the commencement of this Agreement and is not purported to limit or alter the State's right to renew those of such leases and licenses under which State Authorities are leasees or licensees, as the case may be.

B. Subject to Section 10 of this Agreement, CTHC may, in its sole discretion, renew upon expiration any leases or licenses of any State Tenants which are not State Authorities. If such leases or licenses are renewed by CTHC, such leases or licenses shall be deemed User Licenses, and the State Tenants under such leases and licenses shall be deemed Users, and shall cease to be State Tenants, for purposes of this Agreement.

9. State Approval of New Sites. The State shall have sole and final approval, acting reasonably, of the development of any and all proposed new Sites; provided, however, that the State may not unreasonably discriminate among providers of functionally equivalent services, and the State shall not base a determination regarding the placement, construction, or modification of User Equipment at a Facility directly or indirectly on the effects of radio frequency emissions to the extent a Facility complies with the radio frequency emission rules of the Federal Communications Commission ("FCC"). Issues to be considered by the State include, but are not limited to, Public Safety, aesthetics and revenue. Such approval shall be granted or withheld within 30 days following CTHC's submission of a Schedule pursuant to Section 2.E.

10. Compliance.

A. CTHC shall comply with all present applicable local, state and federal laws pertaining to the Work, including, without limitation, Article XIV of the NYS Constitution. In the event of a substantial change in local, State and federal laws, codes, ordinances, statutes or regulations which has a material adverse affect upon the economic benefits of this Agreement to either party, the parties shall negotiate in good faith to effect an equitable reformation of this Agreement subject to the further approval of the Attorney General and the NYS Comptroller, which approval shall not be unreasonably withheld.

B. CTHC or its subcontractors shall use all commercially reasonable efforts to obtain all necessary permits, certificates and other approvals required to fulfill CTHC's obligations under this Agreement. CTHC shall provide copies of all such documentation to the State.

C. During the course of the Work, CTHC shall use all commercially reasonable efforts to procure any and all permits and licenses (including, at the State's sole expense, the standard State work permit) that are necessary for performance thereof and shall observe and abide by all applicable restrictions and all laws, rules and regulations. Additionally, CTHC shall, if required, comply with public works requirements of Article 9 of the State Finance Law and Article 8 of the State Labor Law.

D. CTHC shall act within a reasonable period of time on any requests from Users for authorization to install or modify their User Equipment at a Facility. Any decision by CTHC to deny a User's request to install or modify its User Equipment at a Facility shall be in writing and supported by substantial evidence. No such decision by CTHC denying a User access to a Facility shall be based on the potentially hazardous effects of radio frequency emissions if the Facility complies with the FCC's radio frequency emission rule.

E. Although covered by the general compliance mandated by this provision, it is specifically understood that if CTHC erects a tower on a Site, CTHC shall be responsible for the maintenance of the tower erected by CTHC and for ensuring that it is operated in compliance with all existing lighting and painting rules and requirements of the FCC and the Federal Aviation Administration ("FAA") (the "FCC/FAA Rules").

11. Marketing. A. CTHC shall take commercially reasonable steps to market the Sites to potential Users; provided, that the failure to achieve any projected level of marketing activity shall not constitute a default under this Agreement. This shall include, but is not limited to, identifying, investigating, contacting, and negotiating with potential Users, and taking such other commercially reasonable marketing steps designed to maximize the amount of User Fees to be collected; provided that (i) CTHC shall not unreasonably discriminate among providers of functionally equivalent services and (ii) User Fees shall be commercially fair and reasonable. CTHC shall obtain approval from the State's Project Manager, which approval shall not be unreasonably withheld, prior to the initial distribution of any printed materials or publication of

advertisements. CTHC warrants to the State that any agreements between CTHC and any related company or subsidiary of CTHC shall be treated as an arms length agreement and any fees charged shall be at fair market value.

B. CTHC shall make available monthly reports on its marketing efforts to the State Project Manager, including a summary description of all entities contacted, the results of such contacts and all advertising efforts.

12. Management of Site Engineering.

A. CTHC shall require Users in the User Licenses to ensure that all telecommunications equipment is free from any and all third party interference. CTHC shall be responsible for implementing site management processes and procedures in accordance with the "State - CTHC Site Management Plan" (the "Plan") (see Exhibit E). CTHC shall timely comply with the requirements of the Plan. Modification to the Plan will be made at the reasonable discretion of either party in coordination with and upon approval of the other party, which approval shall not be unreasonably withheld. In the event of a modification of the Plan, this Agreement shall be amended, which amendment shall be subject to the approval of the Attorney General and the State Comptroller, which approval shall not be unreasonably withheld. Any additional incremental expenses which result from a modification of the Plan by the State, or the reduction in revenues caused thereby, shall be borne by the State.

a. Except for equipment owned by the State or by State Tenants under State leases and licenses, CTHC shall have exclusive engineering supervision over its own equipment and User Equipment on the Sites. Such supervision shall include: (i) frequency coordination and acceptability; (ii) engineering specifications; (iii) establishment of standards and practices consistent with, and necessary for, the avoidance or elimination of interference; and (iv) acceptability of telecommunications equipment. Any liabilities (including, without limitation, environmental liabilities) arising out of the State's engineering supervision of equipment owned by the State or by State Tenants under State leases and licenses shall be the responsibility of the State.

b. In the event that the State or a State Tenant desires to modify or otherwise change its telecommunications equipment or frequency, the State shall coordinate such change with CTHC so as to not interfere with

CTHC's operation or the operation of then existing Users. Except as provided in Section 7 of this Agreement, the cost and any liabilities (including, without limitation, environmental liabilities) arising out of such modification or change to such equipment shall be the responsibility of the State.

c. CTHC shall coordinate the use of all frequencies and equipment of new Users in order to prevent interference with the State's or any other existing communication systems.

d. CTHC agrees that no new User under a User License procured by CTHC shall interfere with telecommunications equipment owned by the State or by any existing State Tenant where such equipment is located on a Site. If such a User should cause such interference, CTHC shall cause the User to eliminate it as soon as practicable.

13. Public Safety Communications. CTHC shall use its reasonable best efforts to accommodate requests for adding Public Safety communications systems equipment to Facilities, subject to space availability, capacity and the rights of any then existing Users.

A. The State shall direct such requests to CTHC. Within 30 days, CTHC shall review the request and proposed equipment to determine if it will cause material interference with the operation of CTHC's or other Users' User Equipment. Should CTHC determine that such interference would occur, CTHC shall notify the State in writing of the predicted interference and shall not install such equipment until such time that the parties can mutually agree that the predicted interference is eliminated or substantially reduced. Such approval by CTHC shall not be unreasonably withheld.

B. The equipment and installation costs of any such Public Safety communication system, and any liabilities (including, without limitation, environmental liabilities) arising out of the installation or modification thereof, shall be the responsibility of the system's owner. Any equipment of any such Public Safety communication system shall be installed using CTHC's approved contractor or solely by CTHC.

14. Work. Except as otherwise provided in this Agreement, CTHC shall perform all Work on new towers and Replacement Towers at its sole cost and expense.

A. Design. CTHC shall prepare and submit all design documents for the State's review and approval. CTHC shall bear the cost of all design work, with the exception of the State's own internal or external design review. The State Project Manager shall notify CTHC in writing of the State's approval, disapproval or requirement for additional plan review of the proposed construction within 30 days after delivery by CTHC to the State Project Manager of plans and specifications therefor pursuant to Section 2.E.

All design plans must be under the sign and seal of a NYS Professional Engineer.

Should a backup generator be necessary at any Site (in the determination of CTHC, in the case of CTHC's or a User's equipment, or the State in the case of State owned equipment), the petroleum storage tank shall be an above ground unit approved by the State, which approval shall not be unreasonably withheld.

B. Construction of the Facilities. The parties agree that in connection with the construction of a tower:

a. CTHC shall construct or improve approved towers, including all necessary (as determined by CTHC) site development including, but not limited to, any necessary (as determined by CTHC) remediation, and equipment, at its sole cost and expense.

b. In the case of a Replacement Tower, CTHC shall dismantle the old tower within 90 days of the completion of the new tower and shall dispose of the old tower upon such terms and conditions as the State may reasonably prescribe. Regarding the old tower, CTHC shall be responsible for any and all costs associated with (1) dismantling, (2) removing or altering of the old foundation, (3) moving the old tower structure to any other location, (4) disposal and (5) any other customary costs associated with dismantling the old tower, in each case other than costs arising out of Discovered Hazardous Conditions (as defined below).

c. CTHC acknowledges that time is of the essence in moving the State's equipment from an old tower to a new tower structure upon its completion and shall fully cooperate with the State's and any State Tenant's arrangements to install the State's and any State Tenant's equipment upon a new tower. CTHC shall use all commercially reasonable efforts to minimize any "downtime" associated with relocating the State's and any State Tenant's equipment on the new tower.

d. Each User, including Contractor and any State Tenant, shall bear any and all costs (or shall reimburse CTHC for all costs) in connection with moving their respective equipment either on an improved tower or from an old tower to a new tower.

e. Upon completion of a Facility on a Site, CTHC shall provide the State 3 complete sets of as-built site plans and drawings, stamped by a NYS Professional Engineer, detailing the tower construction and all Site improvements.

C. Site Conditions.

a. The State hereby represents and warrants to CTHC that (i) the State has the authority and all requisite right, title and interest in the Sites to grant to CTHC the rights pursuant to this Agreement and (ii) to the knowledge of the State, except as set forth on Schedule 14.C.a., the activities conducted at each Site are and have been in compliance with applicable Environmental Laws, and there is no Hazardous Condition at any Site which would result in liabilities (whether accrued or contingent) to CTHC or adversely affect the performance of CTHC's obligations hereunder, currently or in the future. Except as set forth herein, the State makes no representation or warranty to CTHC, either express or implied, as to the use, operation, safety, environmental condition, title or fitness for a particular purpose of the Sites, and CTHC's use of the Sites shall be on an "as is" basis.

b. CTHC, or its agents and environmental contractors, shall have access at all reasonable hours to, and may inspect, the Sites, including without limitation any location being considered as a new Site, and shall have the right to conduct such reviews, including an Environmental Assessment or environmental sampling or investigation, as appropriate at any Site, including any location being considered as a new or replacement Site. Without limiting the preceding sentence, with respect to Sites which the State reasonably considers, for security reasons, to be sensitive, CTHC will use its reasonable best efforts to notify as soon as practicable the Contractor's Project Manager of CTHC's need to gain access to such Sites. CTHC shall bear its own costs of review, inspection and assessment, and shall make no claim for costs, damages, or expenses arising from the condition of the Site, except as provided in this Section 14.C.

c. CTHC shall notify the State in writing promptly after CTHC learns of the following conditions and before such conditions are disturbed (except to the extent

necessary to conduct an Environmental Assessment or environmental sampling or investigation): (1) subsurface or latent physical conditions at the Site such that remediation (at the State's cost) would be required pursuant to any applicable laws, rules or regulations or (2) physical conditions at the Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized by CTHC as inherent in work of the character provided for in this Agreement. The State shall investigate the conditions, and if it finds that such conditions exist and that they are likely to cause a significant increase or decrease in the time required for substantial completion of a Site, then the State shall approve an adjustment of the time, if any, scheduled for the substantial completion of the applicable Work under this Agreement.

d. In the event CTHC or other persons learn of any Hazardous Conditions in the performance of the Work or otherwise which were not introduced to the Site directly or indirectly by CTHC, its affiliates, agents, or assigns ("Discovered Hazardous Conditions"), CTHC shall not be responsible or held liable for, and the State shall protect, indemnify, defend and save harmless CTHC against, any Discovered Hazardous Conditions, except for any increase, exacerbation or disturbance of any Discovered Hazardous Conditions caused by its actions or activities after first becoming aware of their existence. This indemnity shall survive the expiration or earlier termination of the Agreement.

If CTHC or its affiliates, agents, or assigns introduces toxic or hazardous materials to the Site directly or indirectly, CTHC shall be solely liable for the removal or remediation of such introduced materials and for any resulting delays.

With respect to any Discovered Hazardous Condition, the State, at its sole discretion and at its sole cost, shall either remedy the Site for use or reject the Site altogether. In the event a Discovered Hazardous Condition is encountered after, but not as a result of, a Phase I Environmental Assessment and the State elects to reject the Site (as opposed to remedy the Site), the State shall reimburse CTHC for all Construction Costs expended after the date of the Phase I Environmental Assessment. The State, at its sole discretion, may allow CTHC, at the State's sole cost, to remedy the Site for use. CTHC may reject a proposed Site based on the findings of an Environmental Assessment.

e. The State makes no representation or warranty as to Site conditions, except as expressly set forth in this Agreement.

f. Any remediation for which a party is liable under this Section 14.C, shall be conducted in compliance with any rules, orders or guidelines promulgated or enforced by jurisdictional government authority, and applicable to the Site. For any remediation for which the State is liable, CTHC agrees to give access to the Site, and to cooperate reasonably with the State's contractors, provided that CTHC shall not bear any costs in relation to such remediation. For any remediation for which CTHC is liable, the State shall give CTHC, its contractors and agents such access as is reasonably necessary for the conduct of any investigation or remediation, provided that CTHC shall bear the costs to the extent it caused the condition giving rise to the need for such investigation or remediation. Upon the request of the other party, either party conducting a remediation shall provide a copy of any final report submitted to any governmental authority with regard to an investigation or remediation of a Hazardous Condition.

15. Audit Procedures.

A. Records. CTHC shall maintain true and correct sets of records, permits and approvals required therefor in connection with the performance of this Agreement and all transactions related thereto and shall retain all such records for a period of not less than 6 years after completion of the Work. CTHC shall maintain true and correct sets of records in connection with its accounting, billing and collection of all fees including, but not limited to, User Fees, Hookup Fees, surcharges and Constructions Costs billed in accordance with User licenses and its payment of a portion thereof to the State as required hereunder and shall retain all such records for a period of not less than 6 years after each such transaction or payment.

B. Right to Audit. The State or its authorized representative may from time to time and upon at least 5 business days advance notice to CTHC, make an audit of all records of CTHC in connection with its accounting, billing and collection of all User Fees, Hookup Fees, surcharges and Constructions Costs billed in accordance with User licenses, its payments to the State hereunder, and all records in connection with its Maintenance/Operation and marketing responsibilities. Such audit may also cover CTHC's procedures and controls with respect to the costs to be reimbursed and the billing and collection of all charges.

Any overpayment or underpayment shown by such an audit shall be promptly corrected. Such right of inspection shall exist during the Term of this Agreement and for a period of 6 years thereafter. Annually, CTHC shall provide the State with a certified list of Users of the tower sites during the previous year and a copy of CTHC's own internal annual audit. Such list shall include User name, number of sites licensed, period used and contract number under which the User is operating.

All of CTHC's operational records and Facilities sufficient to verify the Users of the Facilities, shall be open to inspection and audit by the State or its designated representative at all reasonable times during business hours following 5 business days' notice.

16. Site Access. CTHC shall have the right to gain access to all Sites 365 days a year, 24 hours a day. Without limiting the preceding sentence, with respect to Sites which the State reasonably considers, for security reasons, to be sensitive, CTHC will use its reasonable best efforts to notify as soon as practicable the Contractor's Project Manager of CTHC's need to gain access to such Sites.

17. Maintenance and Repairs. Regarding any Site developed or improved under this Agreement, CTHC shall be responsible for performing all repairs necessary to keep its improvements on the Site and easements or other access to the Site (other than access roads which shall be the State's obligation) in good and tenantable condition including such maintenance, alterations, additions or improvements necessary (as determined by Contractee's Project Manager) to remain in compliance with generally accepted engineering practices, all applicable FCC/FAA Rules, and all other laws, rules and regulations.

During the Term, CTHC shall keep the Sites and their equipment (other than User Equipment or similar equipment of Contractor or any State Tenant) in good order and repair; provided, however, that the foregoing shall not obligate CTHC to upgrade any Site beyond the condition reasonably contemplated by this Agreement for such Site (i) in the case of Existing Sites, at the time of the execution of this Agreement or (ii) in the case of new Sites, at the time of the initial installation of Facilities thereon.

CTHC's obligation to maintain and repair any Site and any activities incidental thereto shall be subordinate to, and shall not conflict with, all the Contractor's uses including, but not limited to, the use and operation of the Contractor's telecommunication systems.

18. Utilities. CTHC shall be, and, as applicable, shall cause its Users to be, responsible for and promptly pay all charges for gas, electricity, telephone service, water, or any other utility or charges applicable to CTHC or its Users. The State shall in no way be liable for these charges.

The State agrees to allow access (by easement or otherwise) to a utility company requesting an occupancy or access to, over and across the Sites or other lands owned by the State in order that such utility company may provide service to CTHC or its Users. As necessary, CTHC shall have, or shall cause its Users to have, electrical current meters installed at each Site. The cost of such meters and the installation, maintenance and repair thereof shall be incurred by CTHC, or directly by Users, as the case may be (except for with respect to Facilities existing at the commencement of this Agreement, which shall be the State's obligation),--and the owner of the telecommunications equipment on the related Facilities (i.e., Users or the State and/or State Tenants) shall pay for any current used unless payment therefor has been otherwise arranged for with CTHC.

The State and the State Tenants shall be responsible for paying all their respective utilities consumed in operating the State's or the State Tenants' telecommunications systems, as the case may be. The State and the State Tenants shall also be responsible for any costs associated with the procurement or operation of backup generators which the State or a State Tenant determines is necessary with respect to its equipment.

Any utility company shall obtain a State Work Permit and, if necessary, Occupancy Permit prior to any installation, maintenance and/or repair.

19. CTHC's Right to Maintain Security. Subject to the State's approval, which approval shall not be unreasonably withheld, CTHC at its sole cost and expense shall place, construct, and maintain a fence with a locked gate around each separately, or the entirety of, the base of any new tower or Replacement Tower, any equipment building or any guy anchors, or undertake any other appropriate means to restrict access thereto provided that it is approved by the State. CTHC shall give a key or access code to the State. Fencing at Existing Sites shall be provided for and maintained at the State's sole discretion, cost and expense.

20. Beautification. CTHC shall maintain and, to the extent reasonable in light of the proper design, operation

and maintenance of the Facilities, preserve the aesthetic appearance of any Site, and shall implement reasonable measures to preserve and maintain the aesthetic or historic integrity of a Site.

21. Inspections. The State shall have the right, upon reasonable prior notice to the Contractee Project Manager, to inspect the Facilities at all stages and at all reasonable times. CTHC shall provide at its sole cost and expense for professional annual inspection (and other times as determined necessary by CTHC) of all towers constructed or otherwise utilized under the terms of this Agreement. Inspections shall be performed by firms with at least three years inspection experience and shall be in accordance with ANSI EIA/TIA-222-E (1991 or current). A copy of the results of each annual inspection shall be provided to the State.

22. Environmental.

A. CTHC, at its sole expense, shall, with respect to all Work, Facilities and Sites, comply or cause compliance with all material provisions of applicable Environmental Laws, provided however that CTHC shall have no liability for Hazardous Conditions, except as set forth in Section 14.C(d).

B. In addition to the general indemnity contained in Section 27 of this Agreement, CTHC specifically and comprehensively agrees to fully and completely indemnify and save harmless the State, the State's successors and assigns and the State's present and future officers, directors, employees or agents (collectively "Indemnities") from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and reasonable costs and expenses incidental thereto (including cost of defense, settlement, attorneys' fees of any sort whatsoever, consultant fees and expert fees), which the State or any or all of the Indemnities may hereafter suffer, incur, be responsible for or disburse as a result of any liability or responsibility whatsoever directly caused by or arising out of any Hazardous Condition which results exclusively from CTHC's use of the Sites; provided that this indemnity shall not relate to any obligations of the State under Section 14.C. hereof, nor for any Hazardous Condition existing at a Site or arising from State activities thereon. Furthermore, CTHC shall assume and indemnify and save harmless the State and all Indemnities for any and all liability, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and reasonable costs and expenses incidental thereto including but not limited to cost of

defense, settlement, attorneys' fees, consultant fees and expert fees, arising from or based on any Hazardous Condition with regard to any Site, Facilities or Work which results exclusively from CTHC's use of the Sites; provided that this indemnity shall not relate to any obligations of the State under Section 14.C. hereof, nor for any Hazardous Condition existing at a Site or arising from State activities thereon. This shall include but not be limited to (i) environmental contamination or (ii) non-compliance, or violation of Environmental Laws, rules or regulations, and shall include, but not be limited to, liability, responsibility or expenses arising from any governmental action, order, directive, administrative proceeding or ruling whatsoever; personal or bodily injuries including death or damages to any property, real or personal, including loss of use, or natural resources; and/or cleanup, remediation, investigation monitoring or other response action.

C. The parties acknowledge that the Work may be subject to SEQRA and may require the preparation of environmental reports or consideration of potential environmental impacts under SEQRA, or the National Environmental Policy Act ("NEPA"). The State hereby agrees to designate the New York State Police as lead agency for the conduct of any environmental reviews, unless a separate notice is provided to CTHC designating another lead agency for a particular Site. To whatever extent that the aforesaid review or reviews are conducted pursuant to SEQRA, the State's obligation to so designate the State Police as lead agency is contingent on the State Police having the status of "Involved Agency" pursuant to SEQRA. In the event that the State Police does not have such status, the State shall designate such other agency as is considered the "Involved Agency" under SEQRA. The lead agency shall work with CTHC in identifying any required reports or analyses, and shall undertake any required coordination with federal, state or local agencies related to compliance with SEQRA or NEPA. CTHC shall bear the cost of preparing any required environmental reports and analyses related to any new Site and development of existing sites, but the State acknowledges the lead agency's responsibility regarding the contents and conclusions thereof. The parties agree to work in good faith to accomplish any required environmental reviews, in compliance with applicable law, and to enter into such arrangements on mitigation of potential impacts as are appropriate, provided that neither party shall be obligated to agree to any specific mitigation proposal with regard to any particular site, and may, at the party's option, remove the location from the list of Sites.

D. In accordance with Section 2.E, at the time it proposes the development of a new Site, CTHC shall provide the State with a copy of an Environmental Assessment for the proposed Site, including any data derived from any sampling conducted at the Site. CTHC may reject a proposed Site based on the findings of the Environmental Assessment.

E. This provision shall survive the expiration or earlier termination of the Agreement.

23. Local Zoning and Planning. A. The State desires to maintain a positive relationship with its neighboring communities. To that end, CTHC shall be responsible at its sole cost for providing reasonably required public relations at the State's direction including, but not limited to, public notices and meetings to determine and respond to local concerns about proposed sites. CTHC shall develop plans, subject to the State's review, to address such concerns.

B. CTHC shall promptly notify and subsequently keep informed the State of any local concerns, opposition to or support of a Site. CTHC shall provide the State a written copy of CTHC's plan to address the concerns/opposition at least 15 days prior to any release or disclosure.

24. Integration. Subject to space availability and to the rights of then existing Users, and subject to Section 12.A. of this Agreement, the State reserves the sole right to link and/or integrate any present or future State communication system to any Site or State-owned network at its discretion unless it affects or interferes with then existing Users.

25. Insurance.

Prior to the effective date of this Agreement, CTHC shall file with the State, Certificates of Insurance evidencing compliance with all requirements mandated by the insurance required by this Section 25. Such Certificates shall be of form and substance reasonably acceptable to the State.

Acceptance and/or approval by the State does not and shall not be construed to relieve CTHC of any obligations, responsibilities or liabilities under the Agreement.

All insurance required by the Agreement shall be obtained at the sole cost and expense of CTHC; shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to the State; shall be

primary and non-contributing to any insurance or self insurance maintained by the State, shall be endorsed to provide written notice be given to the State, at least 30 days prior to the cancellation, non-renewal, or material alteration of such policies, which notice evidenced by return receipt of United States Certified Mail, shall be sent to Attn.: Contractor's Project Manager, and shall name the People of the State of New York, and their directors, officers, agents, and employees as additional insureds thereunder.

CTHC shall be solely responsible for the payment of all deductibles to which such policies are subject.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer licensed to do business in New York and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

CTHC shall cause all insurance to be in full force and effect as of the date of the Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by the Agreement. CTHC shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than 30 days prior to the expiration date or renewal date CTHC shall supply the State updated replacement Certificates of Insurance.

CTHC throughout the term of this Agreement, or as otherwise required by this Agreement, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

a. Commercial General Liability Insurance with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit it shall apply separately to the locations covered by this Agreement. CGL insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premise, operations, independent contractors, products-completed operations,

broad form property damage, personal & advertising injury, cross liability coverage, and liability assumed under an insured contract.

b. Workers' Compensation, Employers' Liability, and Disability Benefits as required by New York State.

c. Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile, including owned, leased, hired, and non-owned autos.

d. Upon completion of each Facility covered by this Agreement, CTHC shall provide Commercial Property Insurance covering the towers, fixtures, equipment, improvements, and betterments. Commercial property insurance shall, at a minimum, cover the perils insured under the ISO Special Causes of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, including debris removal, demolition and increased cost of construction that are caused by Legal requirements regulating the construction or repair of damaged Facilities, including an ordinance and law endorsement, in an amount of not less than the replacement cost of the property insured. If coverage for radio towers is not available under a commercial property insurance policy, an inland marine insurance form with coverage equivalent to ISO Special Causes of Loss Form (CP 10 30) may be used.

The amount of insurance shall equal the full estimated replacement cost of the Facilities as described in Exhibit F.

The State shall be included as an additional insured and loss payee under the commercial property insurance.

CTHC may, at its option, purchase business income, business interruption, extra expense or similar coverage as part of this commercial property insurance, and in no event shall the State be liable for any business interruption or other consequential loss sustained by CTHC, whether or not it is insured, except in the event that such loss is caused by the negligence of the State, its employees, officers, directors, or agents.

CTHC shall be solely responsible for any deductible amount in the event of a loss.

e. CTHC shall require any engineering or architectural firm involved in this Agreement to maintain

professional liability insurance in the amount of \$2,000,000 with tail coverage for 2 years.

CTHC shall require any contractors hired, to carry suitable insurance.

26. Taxes And Fees. CTHC shall be responsible for payment of all taxes, assessments, levies and fees of any kind whatsoever incurred as a direct result of the construction of Facilities or the license of space on Facilities pursuant to a User License; provided, however, that CTHC shall have no responsibility for the State's income taxes, if any, or for real estate taxes for the Sites.

27. Indemnification.

A. Notwithstanding any other provision of law, CTHC shall protect, indemnify, defend and save harmless the State and shall assume any and all costs and liability for any loss, liability, obligation, claim, penalty, cause of action, cost, damage, harm or expense of any nature whatsoever arising out of or relating to CTHC's conduct of the Work or its use of the Facilities (other than (i) for any period of time prior to the commencement of this Agreement, with respect to Facilities existing at the commencement of this Agreement, (ii) in connection with the State's or a State Tenant's installation or modification of the State's or a State Tenant's telecommunications equipment at any Site pursuant to Sections 7 and 12 hereof and (iii) in connection with the installation or modification of Public Safety communications systems equipment pursuant to Section 13 hereof) including but not limited to CTHC's installation, relocation, removal, operation or maintenance of the Facilities and the use of any Site or any damage, personal injury or otherwise, allegedly caused by radio frequency transmissions. Further, by this Agreement, CTHC agrees to indemnify and hold harmless the State, and their respective officers, agents, employees and assigns from any and all loss, liability, obligation, claim, penalty, cause of action, cost, damage, harm or expense of any nature whatsoever, including without limitation, attorneys' fees arising out of or relating to CTHC's conduct of the Work or its use of the Facilities (other than (i) for any period of time prior to the commencement of this Agreement, with respect to Facilities existing at the commencement of this Agreement, (ii) in connection with the State's or a State Tenant's installation or modification of the State's or a State Tenant's telecommunications equipment at any Site pursuant to Sections 7 and 12 hereof and (iii) in connection with the installation or modification of Public Safety

communications systems equipment pursuant to Section 13 hereof) including but not limited to property damage, real or personal, or bodily injury, including death. CTHC further agrees that it will make no claim against the State for damages to the Work or Facilities, except as otherwise authorized by this Agreement. This indemnity shall survive the termination of this Agreement and upon such termination CTHC will execute a general release to the State for any damages claimed to have been sustained by CTHC arising from the Work or Facilities (other than (i) for any period of time prior to the commencement of this Agreement, with respect to facilities existing at the time of the commencement of this Agreement, (ii) in connection with the State's or a State Tenant's installation or modification of the State's or a State Tenant's telecommunications equipment at any Site pursuant to Sections 7 and 12 hereof, (iii) in connection with the installation or modification of Public Safety communications systems equipment pursuant to Section 13 hereof and (iv) with respect to such damages for which CTHC is indemnified pursuant to paragraph C. below).

B. CTHC shall defend and indemnify the State against and hold the State harmless from any and all loss, costs and expenses including, without limitation, attorney's fees and costs, associated with all mechanic's or supplier's liens and claims respecting any new or upgraded towers and shall keep the rights-of-way free and clear of all liens, claims and encumbrances arising from its performance of its obligations hereunder. The obligations of CTHC pursuant to this Agreement shall be declared a public works project and subject to all legal requirements that accompany such a legal designation including prevailing wage requirements under the State Labor Law.

C. In accordance with the NYS Court of Claims Act, the State shall indemnify CTHC for, and hold its harmless from, any judgments for damages, including reasonable attorneys' fees, for bodily injury, death or damage to real property or tangible personal property attributable to the negligence of the State or the State Authorities, their officers or employees acting within the course and scope of their employment in connection with the performance or non-performance of the State's or the State Authorities' obligations, or the exercise of its rights, under this Agreement or with the ownership and operation of any Existing Site prior to the commencement of this Agreement and any new Site prior to the installation by CTHC of Facilities thereon pursuant to this Agreement. This indemnity shall survive the expiration or earlier termination of the Agreement.

28. Bonding. Attached hereto as Exhibit G is a form Faithful Performance Bond. Attached hereto as Exhibit H is a form Labor and Material Bond. CTHC shall as soon as reasonably practicable (but in no event later than the start of any construction) deliver to the State bonds substantially in the forms of Exhibits G and H. Such bonds may, in CTHC's discretion, cover work on a project-by-project basis or blanket basis (i.e. covering the aggregate outstanding value of uncompleted projects); provided, that each bond has a penal sum not less than the value of the work covered by such bond. The State hereby agrees that CTHC's posting and delivery of bonds substantially in the form of Exhibits G and H shall satisfy in full CTHC's or its contractors' obligations to furnish bonds during the construction of the Facilities.

Attached hereto as Exhibit I is a form financial Guaranty Bond. CTHC shall, prior to operation of the Sites, post and deliver to the State a bond substantially in the form of Exhibit I, and with a penal sum equal to one million dollars (\$1,000,000). This Bond shall remain in effect until the end of the Term. In the event that the surety under such bond terminates the bond in accordance with the terms thereof, CTHC agrees that it will, within 30 days after receiving notice from such surety of termination, reprocur a bond in a form substantially identical to Exhibit I, and issued by a surety equally rated to the previous surety and satisfactory to the State.

The parties further agree that, in the event that the State exercises its rights under and pursuant to the bonds referenced in Exhibits G, H, or I hereto, and the surety fulfills its obligations under and pursuant to said bonds, the State and CTHC agree that upon substantial completion of the Facilities, the surety issuing such bonds shall, unless such surety has otherwise been compensated for any payment made by it under the bonds, be entitled to receive any compensation that would have otherwise been paid to CTHC under the Agreement including without limitation, the percentage share of the User Fees that would have been retained by CTHC under Section 3 of the Agreement, until the surety has been fully reimbursed for its actual costs incurred in discharging its obligations under such bonds (subject to verification by audit by the State, at the State's expense).

29. Notices. Any notice or demand required or permitted to be given or made hereunder shall be in writing, and shall be deemed sufficiently given or made if sent by personal delivery, facsimile transmission followed by written confirmation of receipt, certified or registered

U.S. Mail in a sealed envelope postage prepaid, or via Federal Express or other generally recognized commercial "overnight" courier service, addressed in the case of:

Contractor to: New York State Police
Bldg. 22, State Campus
1220 Washington Avenue
Albany, NY 12226
Attn.: William J. Callahan

Contractee to: Castle Tower Holding Corp.
510 Bering, Suite 310
Houston TX 77057
Attn.: N. Lohr Bangle, Jr.

with a copy to:

Paul Hastings Janofsky & Walker LLP
399 Park Avenue, 31st Floor
New York, NY 10022
Attn.: William F. Schwitter, Esq.

Any such communication shall be deemed to have been given when delivered if delivered personally, the same day as facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday), on the first business day after dispatch if sent by overnight commercial air courier, or on the fifth business day after posting if sent by mail.

30. Assignment. Except as provided in Section 41 of this Agreement, CTHC may not assign or otherwise transfer this Agreement or any of the rights herein granted without the prior written consent of the State except to a wholly-owned subsidiary of the Company.

31. Severability. If any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision shall be held for naught as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

32. Amendment; Waiver. No revision or alteration of this Agreement shall be valid unless made in writing and signed by an authorized agent or officer of CTHC and by the State and approved by the Office of the State Comptroller. No provision may be waived except in writing signed by the party to be charged with such waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of that provision.

33. Relocation or Replacement. If a Facility is to be relocated or replaced due to the order of any governmental agency or in conjunction with the operational needs of the State, CTHC agrees to perform such removal or replacement at the State's sole cost and expense.

If CTHC requests permission to relocate or remove a Facility after installation, CTHC shall be allowed to do so only after receipt of written approval from the State, which approval shall not be unreasonably withheld. CTHC shall obtain any and all necessary permits prior to commencing such relocation or removal and shall be responsible for bearing all costs of such relocation or removal.

34. Termination.

A. Written Notice. This Agreement may be terminated by written notice by the State upon the occurrence of an Event of Default, or upon the consensual written agreement of both parties. In addition, this Agreement shall automatically terminate in the event the parties fail to agree on a list of Existing Sites within the time period provided in Section 2.A. of this Agreement and any bonds currently posted by CTHC shall be cancelled.

B. Assignment of User Licenses. Subject to any rights granted to a mortgagee pursuant to Section 41 of this Agreement, at the State's sole option and determination, in the event this Agreement terminates or expires prior to the termination of the User Licenses, CTHC shall be deemed to have assigned all of its rights and duties under each and every User License to the Contractor.

35. Default. The following events shall constitute "Events of Default":

A. Failure of CTHC to make any payment to the State when due, following 15 days written notice of such failure;

B. Failure of CTHC to observe or perform any term, condition or provision of this Agreement (other than with respect to payments due and other than such failures which, individually or in the aggregate, do not materially adversely affect CTHC's delivery of the services contemplated by this Agreement), provided such failure continues for 30 days following written notice thereof or such longer period of time if CTHC is diligently endeavoring to cure the same;

C. If CTHC files a voluntary petition in bankruptcy, or has an involuntary petition filed against it and such

petition is not dismissed within 90 days, is adjudicated bankrupt or insolvent, or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian, liquidator, or makes any general assignment for the benefit of creditors.

36. Remedies. If any Event of Default under this Agreement occurs, the State shall have the right, subject to any rights granted to a mortgagee pursuant to Section 41 of this Agreement, to (1) terminate this Agreement, (2) cure any Event of Default to preserve either party's rights that may be prejudiced as a result of such default, and/or (3) exercise and pursue all other rights and remedies available to it under applicable law.

In addition to the remedies contained in the preceding paragraph, all amounts paid by the Contractor to cure any default by the Contractee, as provided in this Agreement, that are not paid when due hereunder shall bear interest at the rate set by the State Comptroller under Article 11A of the State Finance Law, accruing from the 30th day after such payment is due until the date such payment is received.

CTHC shall be liable for any and all costs incurred by the State in connection with any Event of Default by CTHC.

37. End of Term. Subject to CTHC's obligation to maintain the Sites in accordance with this Agreement, upon termination or expiration of this Agreement, CTHC shall surrender the Sites to the State "AS IS, WHERE IS" and any title of CTHC therein shall immediately revert to the State. The State, in its sole determination, shall choose from among the following courses of action:

A. Accept possession of any or all Facilities from CTHC, whereupon CTHC or its assigns shall have no further obligation to maintain, relocate or remove such Facilities. The State may choose to operate and maintain any User Licenses associated with the Site(s) itself or hire a firm to manage the Site(s).

B. Accept possession of any or all Facilities, whereupon CTHC or its assigns shall have no further obligation to maintain, relocate or remove such Facilities and CTHC shall terminate any existing User Licenses to the

extent CTHC has the right to do so under the applicable User Licenses.

38. Force Majeure. The time of performance of any duty or obligation of the State or CTHC hereunder shall be extended for the period during which performance was delayed or impeded by reason of riots, insurrections, war, fire, casualty, earthquake, acts of God, governmental action or other reasons of a like nature not the fault or, in the case of governmental action, not reasonably within the control, of the party performing such duty or obligation.

39. No Joint Venture. No joint venture or partnership is intended by this Agreement, nor shall CTHC be deemed to be an agent of the State.

40. Legal Proceedings. Each party shall promptly notify the other party of any legal proceedings of which it becomes aware relating to the Sites.

41. Financing Provisions. Contractee and every successor and assign of Contractee is hereby given the right by Contractor in addition to any other rights herein granted, without Contractor's prior written consent, to mortgage its interests in this Agreement and assign this Agreement as collateral security for such mortgage(s), upon the condition that all rights acquired under such mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Agreement, and to all rights and interests of Contractor herein, none of which covenants, conditions or restrictions is or shall be waived by Contractor by reason of the right so given to mortgage such interest in this Agreement, except as expressly provided herein. If Contractee or Contractee's successors and assigns shall mortgage this Agreement and if the holder(s) of such mortgage(s) shall, within thirty (30) days of its execution, send to Contractor a true copy thereof, together with written notice specifying the name and address of the mortgagee and the pertinent recording date with respect to such mortgage(s), Contractor agrees that so long as any such mortgage(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the holder(s) to Contractor, the following provisions shall apply:

(a) There shall be no cancellation, surrender or modification of this Agreement by joint action of Contractor and Contractee unless the mortgagee(s) is notified in writing and given a reasonable opportunity to respond prior to the taking of such action.

(b) Contractor shall, upon serving Contractee with any notice of default, simultaneously serve a copy of such notice upon the holder(s) of such mortgage(s). The mortgagee(s) shall thereupon have the same period, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and Contractor shall accept such performance by or at the instigation of such mortgagee(s) as if the same had been done by Contractee;

(c) Anything herein contained notwithstanding, while such mortgage(s) remains unsatisfied of record, or until written notice of satisfaction is given by the holder(s) to Contractor, if any default shall occur which, pursuant to any provision of this Agreement, entitles Contractor to terminate this Agreement, and if before the expiration of thirty (30) days from the date of service of notice of termination upon such mortgagee(s) such mortgagee(s) shall have notified Contractor of its desire to nullify such notice and shall have paid to Contractor all Gross Receipts and other payments herein provided for, and then in default, and shall have complied or shall commence the work of complying with all of the other requirements of this Agreement and be diligently and promptly pursuing to completion the curing of all defaults, then in such event Contractor shall not be entitled to terminate this Agreement and any notice of termination theretofore given shall be void and of no effect;

(d) If Contractor shall elect to terminate this Agreement by reason of any default of Contractee, the mortgagee(s) shall not only have the right, subject the State's approval, which approval shall not be unreasonably withheld, to nullify any notice of termination by curing such default, as aforesaid, but shall also have the right to postpone and extend the specified date for the termination of this Agreement as fixed by Contractor in its notice of termination, for a period of not more than six (6) months, provided that such mortgagee(s) shall cure or cause to be cured any then existing money defaults and meanwhile comply with and perform all of the other terms, conditions and provisions of this Agreement on Contractee's part to be complied with and performed, other than past non-monetary defaults, and provided further that the mortgagee(s) shall forthwith take steps to acquire or sell Contractee's interest in this Agreement by foreclosure of the mortgage(s) or otherwise and shall prosecute the same to completion with all due diligence. If at the end of said six (6) month period mortgagee(s) shall be actively engaged in steps to acquire or sell Contractee's interest herein, the time of said mortgagee to comply with the provisions of this Section 40 shall be extended for such period as shall be reasonably

necessary to complete such steps with reasonable diligence and continuity;

(e) Contractor agrees that the name of the mortgagee(s) may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Contractee hereunder on condition that the insurance proceeds are to be applied in the manner specified in this Agreement and that the mortgage(s) or collateral document(s) shall so provide;

(f) Contractor agrees that in the event of termination of this Agreement by reason of any default by Contractee other than for non-payment of Gross Receipts and other payments herein provided for, that Contractor will enter into a new Agreement with the mortgagee(s) or its nominee(s), for the remainder of the term, effective as of the date of such termination, upon the terms, provisions, covenants and agreements as herein contained.

(g) Contractee's share of the proceeds from any insurance policies or arising from a condemnation are to be held by any mortgagee(s), but the mortgagee(s) may reserve its rights to apply to the mortgage debt all, or any part, of Contractee's share of such proceeds pursuant to such mortgage(s);

(h) The mortgagee(s) shall be given notice by Contractee of any legal proceedings relating to the Sites, and shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that the mortgagee(s) shall not elect to intervene or become a party to such proceedings, the mortgagee(s) shall receive notice of, and a copy of any award or decision made in said legal proceedings;

(i) Contractor shall, upon request, execute, acknowledge and deliver to each mortgagee(s), an agreement prepared at the sole cost and expense of Contractee, in form satisfactory to the parties and such mortgagee(s), between Contractor, Contractee and mortgagee(s), agreeing to all of the provision of this Section 41. The term "mortgage", whenever used herein, shall include whatever security instruments are used in the State of New York and its localities, such as, without limitation, deeds of trust, security deeds and conditional deeds, as well as financing statements, security agreements and other documentation required pursuant to the Uniform Commercial Code. The provisions of this Section 41 shall survive any termination of this Agreement.

(j) Contractor covenants and agrees to consider in good faith any reasonable modification to this Agreement which may be requested by any prospective mortgagee. Any modification to this Agreement which is agreed to by Contractor at the request of any prospective mortgagee shall become effective only upon the effective date of any mortgage entered into between such prospective mortgagee and Contractee. If any mortgagee shall enter into a mortgage with Contractee without first requesting and obtaining Contractor's consent to any modification contemplated in this paragraph (regardless of whether any funds have been advanced thereunder), then such mortgagee shall be deemed to have accepted the terms of this Agreement, without reservation, and contractor shall have no duty to consider any further modifications requested hereunder regardless of whether such modifications adversely effect any of Contractor's rights, financial or otherwise, under this Agreement.

42. Appendices. Standard clauses included in Appendix C, along with the other Appendices attached hereto, are incorporated herein by this reference.

CTHC shall maximize opportunities for participation of New York State business enterprises as bidders, subcontractors, and suppliers as described in Appendix C, the Omnibus Procurement Act of 1992.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the above date by the parties hereto.

corporate seal

Castle Tower Holding Corp

By:

[Signature]
Name: Ted B. Miller, Jr.
Title: CEO

76-0470458
Federal Identification No.

Approved August 25, 1997

Castle Tower Holding Corp.

By:

[Signature]
Name: Ted B. Miller, Jr.
Title: CEO

NYS State

By:

[Signature]
Name: WILLIAM V. COLLAHAN
Title: DIRECTOR, FISCAL MANAGEMENT

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
Approved as to form: _____, 1997
AUG 25 1997
DENNIS VACCO
Attorney General
[Signature]
PETER FAVRETTO
ASSOCIATE ATTORNEY
By: _____
Assistant Attorney
General

Approved _____, 1997

H. CARL MCCALL
State Comptroller

[Signature]
By: _____
State Comptroller

NOV 13 1997

Contract Number _____ EXHIBITS
STANDARD LEGAL ACKNOWLEDGEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into as of this _____ day of _____, 1997, by and between CASTLE TOWER HOLDING CORP., a Delaware Corporation ("Licensor"), on behalf of itself and as agent for the State of Delaware, and _____ ("Licensee"), in consideration of mutual covenants contained herein.

See attached.

WHEREAS, CASTLE TOWER HOLDING CORP. has entered into a Master Service Agreement with the New York State Police, acting on their own behalf and on behalf of other state agencies (hereinafter referred to as the "State") to provide State Management Services Relating to the Marketing, Design, Construction, and Maintenance/Operation of Telecommunications Sites within New York State; and

WHEREAS, the State has existing facilities and rights-of-way available for the installation/construction of telecommunication sites, including telecommunication towers; and

WHEREAS, CASTLE TOWER HOLDING CORP., acting through its service agreement with the State desires to license the use of _____ space and facilities at the site to _____ ("Licensee"), who will use the site for telecommunication transmission and receiving purposes for the term of this license and

WHEREAS, the State has determined that this license is in the best interests of the State; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the sufficiency of which the parties acknowledge, CASTLE TOWER HOLDING CORP. desires to license the use of space and facilities at the site to _____ ("Licensee"), hereby agree as follows:

1. License to Use. Subject to the terms and provisions of this Agreement, Licensor grants unto Licensee a non-exclusive license (the "License") to use the applicable portions of the tower and building designated by Licensor ("Antenna Site") which are located on the land described as the _____ Tower Site, _____ County, _____

for the installation, operation and maintenance at Licensee's sole expense, of Licensee's telecommunications equipment, including base stations, antennas, poles, dishes or masts, cabling or wiring and accessories used therewith, which are described in Exhibit "A" and which are approved by Licensor ("Site Equipment"). A copy of Licensee's Federal Communications Commission ("FCC") License are attached

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into as of this _____ day of _____, 1997, by and between CASTLE TOWER HOLDING CORP., a Delaware Corporation ("Licensor"), on behalf of itself and as agent for the State (as defined below), and _____ ("Licensee"), in consideration of mutual covenants contained herein.

WITNESSETH

WHEREAS, CASTLE TOWER HOLDING CORP. has entered into a Master Service Agreement with the New York State Police, acting on their own behalf and on behalf of other state agencies (hereinafter referred to as the "State") to provide Site Management Services Relating to the Marketing, Design, Construction, and Maintenance/Operation of Telecommunications Sites within New York State; and

WHEREAS, the State has existing facilities and rights-of-way available for the installation/construction of telecommunication Sites, including telecommunications towers; and

WHEREAS, CASTLE TOWER HOLDING CORP. acting through its service agreement with the State desires to license the use of space and facilities at the Site to _____ ("Licensee"), who will use the Site for telecommunication transmission and receiving purposes for the term of this License; and

WHEREAS, the State has determined that this license is in the best interests of the State; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the sufficiency of which the parties acknowledge, CASTLE TOWER HOLDING CORP. desires to license the use of space and facilities at the Site to _____ ("Licensee"), hereby agree as follows:

1. License to Use. Subject to the terms and provisions of this Agreement, Licensor grants unto Licensee a nonexclusive license (the "License") to use the applicable portions of the tower and building designated by Licensor ("Antenna Site") which are located on the land described as the _____ Tower Site, _____, _____, County, _____, for the installation, operation and maintenance, at Licensee's sole expense, of Licensee's communications equipment, including base stations, antenna(s), poles, dishes or masts, cabling or wiring and accessories used therewith, which are described in Exhibit "A" and which are approved by Licensor ("Site Equipment"). A copy of Licensee's Federal Communications Commission ("FCC") Licenses are attached hereto as Exhibit "B".

2. Term. The term (the "Term") of this Agreement shall commence on _____, 1997 (the "Commencement Date"), and shall continue for three (3) years. Upon expiration of the initial Term, this Agreement shall automatically renew for one (1) year periods. Said renewal shall become effective unless either party shall give the other party written notice of its intent not to renew at least one hundred eighty (180) days prior to the expiration of the initial Term and at least ninety (90) days prior to the expiration of each renewal term.

3. Payments. Licensee shall pay Licensor or its specified agent, without demand, offset or counterclaim on the Commencement Date and on the first of each calendar month thereafter during the first year of the Term a monthly fee (the "Monthly Licensee Fee") in the amount of \$ _____ with respect to Licensee's Site Equipment. Licensee agrees to pay Licensor at its lockbox located at P. O. Box 710994, Cincinnati, Ohio, 45271-0994. The Monthly License Fee shall thereafter increase by five percent (5%) on each and every anniversary date during the initial Term (and the renewal term) of this Agreement. In the event Licensee shall hereafter desire to add additional equipment to its Site Equipment which is the subject of this Agreement, and Licensor consents to such addition, the Monthly License Fee shall be increased by an appropriate amount determined by Licensor to reflect such additional equipment. In addition to the Monthly License Fee, Licensee shall pay 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 Antenna Site hereunder. (Licensee acknowledges that Licensor is required by law to render its interest in the land and tower for the assessment of ad valorem taxes.)

4. Technical Standards. Licensee agrees that the installation, operation and maintenance of its Site Equipment shall at all times, and at Licensee's expense, comply with such technical standards as may from time to time be established by Licensor for the Antenna Site (the "Technical Standards"). The current Technical Standards in effect have been delivered to Licensee and are made a part of this Agreement by reference for all purposes.

5. Interference. The installation and operation of Licensee's Site Equipment shall not interfere electrically, or in any other manner whatsoever, with Licensor (including its lighting system) or with any other party presently operating and maintaining radio communications systems and equipment at the tower. Licensee shall upon request (verbal or otherwise) immediately suspend its operations and do whatever Licensor deems necessary to eliminate or remedy any such interference, and if Licensee fails to do so Licensor may at its option immediately

and without notice remove any and all of the Licensee's Site Equipment or eliminate or remedy such interference, all at Licensee's cost and expense, or terminate this Agreement and disconnect Licensee's Site Equipment. Thereafter, Licensor shall have all rights given to it in paragraph 17 below.

6. Electrical Facilities. In the event Licensee requires an electric supply different from the power currently provided, Licensee shall pay (i) for the cost of installing such power supply facilities and any separate meters required by Licensor, and (ii) the sums charged to Licensor by the applicable utility for such service as reflected by any such meter. In addition, Licensee shall pay or reimburse, promptly upon demand, the utility charges (estimated if necessary) incurred in the event and to the extent Licensee's Site Equipment (singly) consumes more than 1.0 kilowatts per hour at rated capacity or requires a voltage other than 120 volts single phase. Temporary interruption in the power provided by such facilities shall not render Licensor liable in any respect for damages to either person or property nor relieve Licensee from fulfillment of any covenant or agreement hereof. Notwithstanding the foregoing, Licensor shall at all times be able to shut down the electrical service to the Antenna Site and Licensee's Site equipment in connection with any maintenance operation conducted for the tower or building. Licensor agrees to make a reasonable effort to schedule any such shutdown outside the normal business day, and to cooperate with Licensee in obtaining temporary alternate power during scheduled maintenance operations, but shall have no obligation hereunder to provide alternate power from emergency power sources. In connection therewith, Licensor agrees to give Licensee reasonable prior notice, except in emergency situations, which notice may be verbal.

7. Compliance with Laws. The access to, and installation, maintenance and operation of, Licensee's Site Equipment must at all times be in strict compliance with the Technical Standards, all applicable federal, state and local laws, ordinances, and regulations (including without limitation the FCC, Federal Aviation Administration, city zoning, building and fire codes) and any reasonable rules and regulations of the tower and building which may be adopted by Licensor from time to time.

8. Maintenance. Licensee shall keep its Site Equipment and the areas immediately surrounding same neat and clean. Licensee shall clearly mark for identification its Site Equipment in the tower shelter by name, address, phone number and frequency. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other Licensee or Licensor in its operation of the tower and

building. Licensor shall have no obligation to maintain or safeguard the Site Equipment.

9. Inspection. Licensee shall permit Licensor and its agents or representatives at all hours to have access to Licensee's Site Equipment to (a) inspect Licensee's Site Equipment, (b) make technical measurements or tests related to the Site Equipment, provided that no hard electrical connections are made to Licensee's Site Equipment when Licensee or its representative is not present, (c) perform any obligations of Licensee hereunder which Licensee has failed to perform, and (d) assure Licensee's compliance with the terms and provisions of this License and all applicable laws, ordinances, rules and regulations.

10. Licensor's Review of Plans and Approval of Contractor. Prior to installing or allowing any Site Equipment to be installed in or on the Antenna Site, Licensee shall submit to Licensor the names of contractors and detailed plans and specifications of the planned installation for Licensor's approval, which approval shall not be unreasonably withheld. Approval of plans shall not be deemed a representation that they comply with applicable laws, ordinances or rules and regulations or will not cause interference with other communications operations.

11. Removal of Site Equipment. If Licensee is performing all of its obligations hereunder, Licensee may remove its Site Equipment at any time prior to the termination of this Agreement provided Licensee repairs any damage to the tower or building caused thereby. If Licensee does not remove its Site Equipment (to the extent such is entitled to be removed) on or prior to the expiration or termination of this Agreement the Site Equipment shall be conclusively deemed to be abandoned (after Licensor has given Licensee ten (10) days written notice of such expiration or termination) and shall become Licensor's property and Licensor may remove and/or dispose of such Site Equipment as Licensor sees fit, all at Licensee's cost and expense.

12. Assignment and Sublicensing. Licensee may not assign this Agreement or sublicense to or share its Site Equipment with third parties, without the prior written consent of Licensor. In the event Licensor consents to any assignment by Licensee, Licensee shall not be released or relieved of its obligations hereunder. Licensor shall have the right to freely transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the land, tower and building and no further liability or obligation shall thereafter accrue against Licensor hereunder.

13. Condemnation. If all or any portion of the Antenna Site shall be taken or condemned for any public purpose to such an extent as to make Licensee unable to utilize its Site Equipment, this Agreement shall terminate at the option of either party. All proceeds from any taking or condemnation of the Antenna Site shall belong to and be paid to Licensor.

14. Damage or Destruction from Certain Causes. Licensor or its agents shall not be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or other order of governmental body or authority, or for any damage or inconvenience which may arise through maintenance, repair or alteration of any part of the tower or building, or failure to make any such repairs. If the Antenna Site through no fault or neglect of Licensee, its agents, employees, invitees or visitors, shall be partially destroyed by fire or other casualty so as to render the Antenna Site unusable, the Monthly License Fee provided for herein shall abate thereafter until such time as the Antenna Site is made usable as determined by Licensor. In the event of total destruction of the tower and/or building without fault or neglect of Licensee, its agents, employees, invitees or visitors, Licensor may construct a new tower and/or building similar to the one destroyed within 180 days from the date of destruction, and if Licensor fails to do so within such time period, Licensee may, at its option, terminate this Agreement of the date of such destruction. If Licensee does not terminate this Agreement, Licensee's sole remedy shall be abatement of the rent for the period during which its use of the tower and/or building is interrupted. Nothing herein shall be construed to require Licensor to rebuild the tower and/or building, but if Licensor decides not to rebuild, this Agreement shall terminate as of the date of such destruction.

15. Licensee's Liability Insurance. Licensee shall either provide a statement of self-insurance acceptable to Licensor, or shall at its expense maintain a policy or policies of comprehensive general liability and workers compensation insurance with the premiums thereon fully paid in advance, issued by and binding upon a solvent insurance company acceptable to Licensor, such insurance to afford minimum protection of (i) \$1,000,000 per injury including death to any person and for all injuries sustained by more than one person in any one accident; (ii) \$500,000 for damage as a result of any one accident; (iii) \$1,000,000 for contractual liability; and (iv) statutory limits for worker's compensation. Licensee agrees that each such Policy (1) shall name Licensor and its mortgagee(s) as additional insured, (2) shall contain a provision that it may not be cancelled or amended without fifteen (15) days prior written notice to Licensor, and (3) contain a waiver of subrogation

against Licensor. Licensor will be furnished a Certificate of Insurance of each such policy, attached hereto as Exhibit "C". License will also be furnished with a renewal Certificate prior to the policy's expiration.

16. Indemnification. Neither the State nor Licensor or its agents, servants, employees and contractors shall be liable to Licensee, or to Licensee's agents, servants, employees, customers or invitees for any damage to person or property caused by any act, omission or neglect of Licensee, its agents, servants, employees or contractors. Licensee agrees to indemnify, defend and hold the State and Licensor, its agents, servants, employees and subcontractors, harmless from all expenses, liability and claims, including by third parties, for any damage to person or property caused by an act, omission or neglect of Licensee, its agents, servants, employees and contractors. LICENSEE AGREES TO USE THE LAND, TOWER AND BUILDING, AND PLACE ITS SITE EQUIPMENT, AT ITS OWN RISK AND HEREBY RELEASES THE STATE, LICENSOR, ITS SHAREHOLDERS, DIRECTORS, OFFICERS AND AGENTS FROM ALL CLAIMS FOR ANY DAMAGE OR INJURY TO THE FULL EXTENT PERMITTED BY LAW.

17. Default and Remedies. Each of the following acts or omissions of Licensee or occurrences shall constitute an "Event of Default":

(a) Failure or refusal by Licensee to timely pay the Monthly License Fee or any other sum when due hereunder;

(b) Failure or refusal by Licensee to timely perform or observe any non-monetary covenant, duty or obligation of Licensee under this Agreement, which failure or refusal continues for a period of twenty (20) days following written notice to Licensee;

(c) The commencement by Licensee of a voluntary case under the federal bankruptcy laws; the entry of a decree or order for relief in an involuntary case under the federal bankruptcy laws; the appointing of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Licensee's obligations hereunder or for any substantial part of Licensee's property; the winding-up or liquidation of Licensee's affairs; or the making of any assignment for the benefit of creditors by Licensee.

Whenever any Event or Default shall occur, Licensor may, at its option, do any one or more of the following: (i) terminate this Agreement; (ii) enter upon and take possession and/or remove the Site Equipment, at Licensee's cost; (iii) alter locks and other security devices at the tower and building; (iv) terminate electrical power supplied to the Site Equipment; and/or (v)

pursue any other remedy available hereunder, or at law or in equity, without limitation, a suit to recover Licensor's damages.

18. Mortgage Provisions: Licensor reserves the right to assign, transfer, mortgage or otherwise encumber its interest in the land, tower and building and/or its interest in this Agreement. Licensee agrees upon demand to execute and deliver to Licensor such further instruments subordinating this Agreement in connection with any debt of Licensor as may be required by Licensor or its lender(s). Licensee further agrees to execute and deliver to any lender of Licensor an estoppel certificate containing such information as may be reasonably requested by such lender.

19. Limitation of Licensor's Liability. Licensee specifically agrees to look solely to Licensor's interest in the land, tower and building for the recovery of any judgment from Licensor or any successor of its interest, it being agreed that Licensor or any successor shall never be personally liable for any such judgment.

20. Notices. All notices required or permitted to be given hereunder shall be given in writing either by facsimile transmission, overnight delivery, messenger service, or registered or certified mail. Notice sent by registered or certified mail shall be effective from and after the expiration of three (3) days after such deposit or as of earlier actual receipt. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as provided below, be as indicated at the end of this Agreement. Each party hereto shall have the right from time to time to change its address by not less than ten (10) days prior written notice to the other party.

21. Non-Waiver. Failure of Licensor to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Licensor shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

22. Governing Law: Location of Performance. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. All monetary obligations of Licensor and Licensee (including, without limitation, any monetary obligation of Licensor or Licensee for damages for any breach of the respective covenants, duties or obligations of

Licensor or Licensee hereunder) are performable exclusively in Cincinnati, Hamilton County, Ohio.

23. Miscellaneous. This Agreement shall be binding on and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties. This Agreement may not be altered, changed, or amended except by an instrument in writing signed by both parties.

The parties have executed this Agreement effective the date set out above.

LICENSOR:

CASTLE TOWER HOLDING CORP.

By: _____

Name: _____

Title: _____

Address: P.O. Box 572497
Houston, TX 77257-2497
Attn: License Administration

Phone: (713) 789-7651

Telefax: (713) 974-1926

LICENSEE:

By: _____

Name: _____

Title: _____

Address:

Attn:

Phone:

Telefax:

List of Existing Sites

[To be completed within 90 days
of execution of Service Agreement]

Current List of Non-Replacement Towers

None to date.

~~SECRET INFORMATION - CONFIDENTIAL SOURCE~~

.s None to date.

State-CTHC Site Management Plan

See attached.

New York State - Castle Tower Holding Corp. Site Management Plan

Summary

Pursuant to a Telecommunications Site Manager Service Agreement (the "Service Agreement"), the State of New York (the "State") is establishing a long term relationship with Castle Tower Holding Corp. ("Castle") to meet the evolving communications needs of State agencies, departments and authorities. This relationship will promote private sector access to State facilities and real estate holdings, where appropriate, for commercial communications.

In accordance with the Service Agreement, Castle will market, lease, maintain and manage private sector use of State facilities for telecommunications. In addition, in accordance with the Service Agreement, Castle will upgrade and/or replace facilities and/or develop new facilities at which the State may share tower space with commercial wireless providers.

Relationship

The relationship between the State and Castle will allow various State agencies and authorities to participate in this initiative. The process is expected to evolve to help plan and meet the State's and commercial providers' changing telecommunications needs.

Castle will communicate closely with the State through all phases of work. In order to retain and continue to grow the customer base and effectively serve the State's interests, Castle will remain flexible and adaptable to evolving technology and applications which offer opportunities to the State and commercial providers.

Marketing

Castle will develop and implement a marketing plan to maximize use of existing facilities and ascertain additional interest in new sites. Castle's Project Manager intends to build working relationships with the market managers for major licensed wireless carriers.

Co-location Approach

Castle's co-location approach will enable the State to increase revenue and minimize the need for new structures. All tenants on a site will be required to comply with specified technical standards to assure compatibility.

Construction

Local firms will be selected to build the structures and equipment shelters and landscape the sites, and may also be selected for site location survey work.

Inspection & Maintenance

In accordance with the Service Agreement, Castle will manage facility inspection, permitting, engineering and construction services relating to the facilities. Existing facilities will be inspected according to priorities and protocols established by Castle to determine structural integrity and condition of structures and capacity for additional users. Castle also will determine long term maintenance, improvement and replacement needs, while working closely with the State to address its needs, concerns and issues related to its facilities. The Project Manager will develop site maintenance contracts with local and regional site maintenance firms.

In accordance with the Service Agreement, Castle will manage ongoing physical maintenance of sites and facilities. Routine inspection of towers and other facilities will be conducted to monitor the condition of mechanical systems, tower lighting and painting. Castle may subcontract with regional and local site managers for routine maintenance or to provide more timely response in emergency situations.

Site Security

To meet the State's and commercial providers' needs for secure facilities, Castle's security procedures will be utilized to prevent damage to equipment and structures, injuries to the public, vandalism, theft and communications breaches.

RF Interference

In keeping with standard policy for co-located facilities, Castle requires wireless providers to maintain their own equipment. New users seeking to come to a telecommunication site must protect existing site users from interference. If interference is detected, specific testing is done to locate and quantify the interference. If the interference cannot be rectified, the prospective new site user is required to terminate its use and remove its equipment from the site.

**State Participants in the
Telecommunications Site Manager Service Agreement
as of August 11, 1997**

| State Participant | Contact Person | Telephone | Fax | e-Mail |
|---|-----------------------|------------------|----------------|-------------------------------|
| Office of General Services | Kelley Morgan | (518) 473-2011 | (518) 473-7145 | kelley.morgan@ogs.state.ny.us |
| Department of Environmental Conservation | Richard Randles | (518) 457-1141 | (518) 457-7905 | rkrandles@gw.dec.state.ny.us |
| State Emergency Management Office | Edward P. Jacoby | (518) 457-2222 | (518) 457-9930 | jacoby@nysemo.state.ny.us |
| Office of Parks, Recreation and Historic Preservation | Stephen C. Lewis | (518) 474-0474 | (518) 474-7013 | |
| Office of Mental Health | Robert Discoll | (518) 473-7662 | (518) 473-7926 | coasrmd@omh.state.ny.us |
| Department of Transportation | Richard J. Morris | (518) 457-2430 | (518) 457-8069 | rmorris@gw.dot.state.ny.us |

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING dated this ___ day of _____, 1997, by and between the STATE OF NEW YORK, and the [INSERT STATE AGENCY], located at [INSERT ADDRESS] (hereinafter referred to as "State Participant").

WHEREAS, the State has issued a Request for Proposal dated January 9, 1997 through a coalition of State Agencies and Public Authorities for site management of New York State owned Infrastructure for RF/Wireless Communication Applications;

WHEREAS, the State is interested in making available for commercial communications use:

- 1) available capacity on existing State-owned communications structures;
- 2) space on suitable infrastructure (such as high rise buildings, smoke stacks, etc.) For the installation of communications facilities; and
- 3) suitable real estate holdings for commercial communications facility development; and

WHEREAS, the State desires to hire a site management consultant to manage and coordinate the use of its existing towers and real estate interests (including rights-of-way) for all types of RF/wireless technologies for commercial communications purposes;

WHEREAS, the State intends to have the site management consultant coordinate the use of certain towers and real estate interests under its jurisdiction for State Participants;

WHEREAS, the State Police has been designated the Lead Agency for the purpose of coordinating this effort for the State and shall manage the contract between the State and the site management consultant;

WHEREAS the following person is designated as the State Police contact person:

| | |
|------------------|---|
| Name: | <u>William J. Callahan</u> |
| Title: | <u>Director of State Police Fiscal Management</u> |
| Mailing Address: | <u>Building 22</u> <u>1220 Washington Avenue</u> <u>Albany, New York 12226-2256</u> |
| Telephone: | <u>(518) 457-6767</u> |
| Fax: | <u>(518) 457-1776</u> |
| E-Mail: | <u>wcallaha@capital.net</u> |

WHEREAS, the purpose of this memorandum is to identify the specific State Agencies and Public Authorities that will make available to the site management consultant its existing towers and real estate interests (including rights-of-way) for all types of RF/Wireless technologies for the purposes set forth in the RFP (see project scope attached); and

WHEREAS, State Participant shall appoint a liaison to resolve any problems which may arise in the implementation and operation of this agreement. The liaison shall:

- (i) contact all concerned parties within his/her agency on any matter involving this agreement;
- (ii) coordinate his/her agency's handling of its responsibilities under the agreement;
- (iii) ensure the uniformity of his agency's operating procedures relating to or affected by the agreement; and
- (iv) represent his/her agency in the first instance in resolving or attempting to resolve all ambiguities and issues arising under or concerning the agreement;

WHEREAS, the following person is designated as the State Participants's contact person

Name: _____
 Title: _____
 Mailing Address: _____

 Telephone: _____
 Fax: _____
 E-Mail: _____

NOW THEREFORE, the State Participants, by signing this memorandum of understanding, indicate their intent to participate in this project and agree to execute a memorandum of understanding consistent with the RFP and the agreement between the State Police and successful proposer for the management of some or all the communications facilities and real estate holdings under that agency's jurisdiction.

This memorandum shall become effective when signed and dated by the State Participant having the legal and administrative authority to bind the State Participant to terms and conditions set forth herein.

BY _____
 Name: _____
 Title: _____
 Date: _____

SCOPE OF PROJECT

The state will consider site management proposals for coordination of the use of its existing towers and real estate interests (including rights-of-way) for all types of RF/wireless technologies. Successful proposer(s) will be responsible for all activities associated with the use of State infrastructure by the private sector. The successful proposer(s) will operate, establish third party agreements (between the successful site management contractor and wireless communications providers), manage and maintain each of the communications facilities installed or upgraded as a result of this RFP.

The State's goals for this project are to 1) assure that the communications needs of its agencies, departments, and authorities are met during the reasonably foreseeable future while providing the private sector access to the State's communications infrastructure, and appropriate real estate holdings suitable for commercial communications purposes; and 2) obtain additional revenues.

More specifically:

- The successful proposer will manage and/or coordinate the installation and/or upgrading of individual communications installations at state-owned infrastructure.
- The successful proposer will establish third party agreements, manage and maintain each communication installation developed or upgraded as a result of this RFP for the entire term of the agreement.
- The successful proposer will coordinate private and public communication sector use of state-owned communications installations as well as all frequencies in order to prevent interference with the State's or any other existing or subsequent communication system.
- The successful proposer will be responsible for developing a marketing strategy which will include marketing of sites to proposed tenants and could include marketing assessment.
- The proposer must indicate the desired ownership arrangement of any new communications installations developed or upgraded as a result of this RFP both during and at the end of term.
- The proposer will describe a revenue sharing arrangement for establishing third party agreements for all state-owned infrastructure utilized as a result of this RFP.

Proposers selected for an award under this RFP will enter into an agreement with the State for the management of state-owned infrastructure for commercial communication installations

for an extended period of time. Separate agreements may be considered between site managers and State Authorities.

PROPOSAL REQUIREMENTS

This section provides a list of the minimum requirements for each proposal submitted. Proposers must describe how they will comply with each of the stated requirements. Proposals that fail to conform with these requirements will be deemed unacceptable.

- A. Proposers shall include a marketing strategy and proposed implementation schedule for establishing third party agreements for use of State-owned infrastructure.
- B. With the State's knowledge and approval, the successful proposer will obtain all permits, and coordinate discussions and obtain all approvals with other governmental entities. Similarly, with the State's knowledge and approval, the successful proposer will be responsible for public relations (public participation), including public notices and public hearings. The proposer must notify the State's Contract Manager of any public hearings or meetings where it may be appropriate for a representative to be in attendance to protect and preserve the State's interest, and ensure a positive community image. In the event that additional land rights may be necessary to provide access to state-owned facilities, acquisition of such additional rights shall be the responsibility of the proposer.
- C. All communications installations or modifications and all terms of any and all Agreements between the State and the successful proposer and any and all third party agreements shall be in accordance with all applicable federal, state and local laws, rules regulations and requirements, including but not limited to, those of the State of New York, its Authorities, the Federal Communications Commission, Federal Aviation Administration, and Federal Highway Administration. All designs and construction shall be in compliance with the New York State Uniform Fire Prevention and Building Code and any other state agency approval process as may be pertinent.

LOCATIONS BEING COMMITTED TO UNDER THIS RFP. EXHIBITS A and B PROVIDE A SAMPLE OF TOWERS AND BUILDINGS THAT EXIST UNDER VARIOUS STATE AGENCY AND AUTHORITY JURISDICTION, AND NEW YORK STATE CANNOT GUARANTEE ANY AMOUNT OF USAGE FROM THE CONTRACTS TO BE AWARDED.

BID/CONTRACT INSERT CLAUSES

OMNIBUS PROCUREMENT ACT

- It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.
- Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Procurement Assistance Unit
One Commerce Plaza
Albany, NY 12245
Phone: (518) 474-7756 Fax: (518) 486-7577

NOTE: Companies requesting lists of potential subcontractors and suppliers are encouraged to identify the SIC code, size and location of vendors.

- A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Minority and Women's Business Development Division
One Commerce Plaza
Albany, NY 12245
Phone: (518) 473-1979 Fax: (518) 473-0665

- Bidders located in foreign countries are hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this procurement contract to third parties located in New York State. The successful contractor shall agree to cooperate with the State in efforts to get foreign countries to recognize offset credits created by the procurement contract.
- The Omnibus Procurement Act requires that by signing this bid proposal, contractors certify that whenever the total bid amount is greater than \$1 million:
 1. The successful contractor shall document efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State.

2. Documented efforts by a successful contractor shall consist of and be limited to showing that such contractor has:
 - a. Solicited bids, in a timely and adequate manner, from New York State business enterprises including certified minority and women-owned businesses, or
 - b. Contacted the New York State Department of Economic Development to obtain listings of New York State business enterprises, or
 - c. Placed notices for subcontractors and suppliers in newspapers, journals and other trade publications distributed in New York State, or
 - d. Participated in bidder outreach conferences.
 - e. If the contractor determines that New York State business enterprises are not available to participate on the contract as subcontractors or suppliers, the contractor shall provide a statement indicating the method by which such determination was made.
 - f. If the contractor does not intend to use subcontractors on the contract, the contractor shall provide a statement verifying such intent.
3. The contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
4. The contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Community Services Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request.

IV. RECIPROcity AND SANCTIONS

- The OPA requires DED to identify and negotiate with other states which impose preferences or other penalties against New York bidders.

- If these states do not lift the preferences or penalties against New York bidders, Chapter 684 of the Laws of 1994 requires that agencies, departments and authorities impose sanctions on bidders from these states.

- To implement Chapter 684:

1. DED must attempt to negotiate a lifting of penalties imposed on NYS companies by other states.

2. DED must prepare a list of states which refuse to lift sanctions and circulate this list to all state agencies and authorities. (Note: This list may change in the future because DED can add or remove names as circumstances change.)

3. Agencies, departments and authorities should deny placement on its bidders lists and/or deny contract awards to a company if two tests are met:

- The vendor has a principal place of business in one of the listed states

and

- The goods or services (except construction) offered are substantially produced or performed outside New York State.

4. A construction contractor must only have its principal place of business in a listed state in order to require the sanctions.

- A state agency head or authority chief executive officer may waive these sanctions by describing in writing why it is in the best interests of the state to do so, and delivering the waiver to DED in care of the Procurement Assistance Unit.

- To comply with the new reciprocity and sanctions provisions of the OPA, DED has developed the attached procedures and waiver form.

RECIPROcity AND SANCTIONS PROCEDURES

The following are the procedures agencies and authorities should follow to comply with the new reciprocity and sanction provisions of the OPA:

1. Obtain the current list of states that penalize New York vendors from DED's Procurement Assistance Unit, (518) 474-7756);
2. Place a notice in all bid and contract documents concerning the possibility that sanctions may be applied in certain instances. DED has developed the attached bid/contract insert clauses for your use.
3. Place a similar notice in all applications for bidders list placement, if bidders lists are maintained;
4. Determine two facts about each vendor who would otherwise qualify for the award of a contract or placement on a bidders list:
 - The principal place of business of the vendor
 - and
 - Whether the goods or services offered by the vendor will be substantially produced or performed outside New York State.
5. The "principal place of business" of a vendor is the location of the primary control, direction and management of the enterprise which is seeking the contract. Divisions and subsidiaries of a parent company can be evaluated independently of their parent if their management and direction are sufficiently separate from their parent to meet this test.
6. "Substantially produced or performed outside New York State" should be defined in terms of the place where more than half the value is added to the goods offered or services to be performed.
7. If it is necessary, complete a Standard Waiver Notification Form and fax to DED.

BID/CONTRACT INSERT CLAUSES

RECIPROcity AND SANCTIONS PROVISIONS

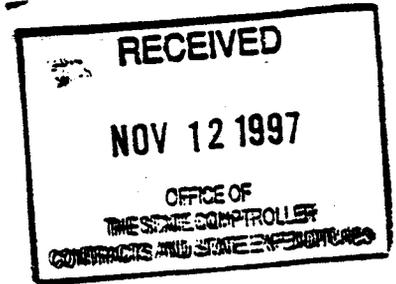
Bidders are hereby notified that if their principal place of business is located in a state that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied placement on bidders mailing lists and contracts for which they would otherwise obtain. Bidders of construction services must be denied the award of a contract if their principal place of business is located in a state that discriminates or imposes a preference against New York State firms listed jurisdiction.

A current list of states which penalize New York State firms is available from the office letting this contract, or from the Procurement Assistance Unit, NYS Department of Economic Development, Albany NY (518-474-7756).



JAMES W. MCMAHON
SUPERINTENDENT

NEW YORK STATE POLICE
BUILDING 22
1220 WASHINGTON AVENUE
ALBANY, NEW YORK 12226-2252



**ADDENDUM NUMBER 1
to Contract Number X000761**

WHEREAS, the New York State Division of State Police has requested that Castle Tower Holding Corporation (CTHC) make certain changes and/or additions to the Telecommunications Site Manager Agreement (Contract number X000761), dated August 25, 1997, hereinafter referred to as the "Agreement", and CTHC has agreed to do so, upon the terms and conditions provided herein. All terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The Agreement shall be amended as follows:

In Section 1 Definitions, the reference to "State Authorities" in subdivisions l. and q. shall be changed to "State Agencies and State Authorities". In addition, subdivision o shall be deleted in its entirety and replaced with two new subdivisions as follows:

- o.(1) "State Agencies" shall mean any state department, State University of New York, City University of New York, board, division, commission, council, office or other governmental entity performing a governmental or proprietary function for the state, except any public authority or public benefit corporation, the judiciary or legislature.
- o.(2) "State Authorities" shall mean any authority or public benefit corporation, a majority of whose members are appointed by the governor or who serve as members by virtue of holding state office to which they were appointed by the governor, or any combination thereof.

All references to "State Authorities" in Section 2 shall be changed to "State Agencies and State Authorities".

The reference to "State Authorities" in section 8 A.(I) shall be changed to "State Agencies and State Authorities". The reference to "State Authorities" in section 8 A.(ii) shall be changed to "State Agencies and/or State Authorities". The references to "State Authorities" in last sentence of

Section 8 A. and in Section 8 B shall be changed to "State Agencies or State Authorities".

In Section 27 A and Section 27 B in the first sentence of each section after the first reference to "State" there shall be inserted the phrase "including without limitation, State Agencies and State Authorities."

Section 27 C should be deleted in its entirety and replaced with two new subdivisions as follows:

" C. (1) With respect to the State and the State Agencies, the State shall have the right, but not the obligation, to defend CTHC and the State shall indemnify CTHC for, and hold it harmless from, any judgments for damages, including reasonable attorneys' fees, for bodily injury, death or damage to real property or tangible personal property attributable to the negligence of the State and/or the State Agencies, their officers or employees acting within the course and scope of their employment in connection with the performance or nonperformance of the State's and/or the State Agencies' obligations, or the exercise of their rights, under this Agreement or with the ownership and operation of any Existing Site prior to the commencement of this Agreement and any new Site prior to the installation by CTHC of Facilities thereon pursuant to this Agreement. This indemnity shall survive the expiration or earlier termination of this Agreement.

(2) With respect to the the State Authorities, the State will include in any Memorandum of Understanding with a State Authority, a clause whereby the Authority agrees that the State Authority shall have the right, but not the obligation, to defend CTHC and the State Authority shall indemnify CTHC for, and hold it harmless from, any judgments for damages, including reasonable attorneys' fees, for bodily injury, death or damage to real property or tangible personal property attributable to the negligence of the State Authority, its officers or employees acting within the course and scope of their employment in connection with the performance or nonperformance of the State Authority's obligations, or the exercise of its rights, under this Agreement or with the ownership and operation of any Existing Site prior to the commencement of this Agreement and any new Site prior to the installation by CTHC of Facilities thereon pursuant to this Agreement. This indemnity shall survive the expiration or earlier termination of this Agreement."

Section 30 Assignment should be deleted in its entirety and replaced with a new subdivision as follows:

"30. Assignment. Subject to the rights granted to the collateral assignee in Section 41 of this Agreement, CTHC may not assign or otherwise transfer this Agreement or any of the rights herein granted without the prior written consent of the State, which approval shall not be unreasonably withheld."

Section 34(B) Assignment of User Licenses should be deleted in its entirety and replaced with a new subdivision as follows:

“B. Assignment of User Licenses. Subject to any rights granted to a collateral assignee pursuant to Section 41 of this Agreement, upon termination of this Agreement regardless of whether termination of this Agreement is the result of the default of CTHC, the mutual consent of the State and CTHC or the expiration of this Agreement, the State shall have the option to receive the assignment of all of CTHC’s rights and duties under each and every User License, and shall be deemed to have exercised this option unless the State notifies CTHC in writing prior to or at the time of termination that it will not exercise said option. At or before the termination of the Agreement, the State will notify, in writing, each User if the State has accepted the assignment of CTHC’s rights and duties, however, the failure of the State to notify a User shall not affect the validity or enforceability of the assignment.”

In Section 36 the word “mortgagee” shall be changed to “collateral assignee”.

Section 41 shall be deleted in its entirety and replaced with the following:

41. Financing Provisions. Contractee and every successor and assign of Contractee is hereby given the right by Contractor in addition to any other rights herein granted, without Contractor’s prior written consent, to create a lien or security interest against Contractee’s interests in this Agreement and assign this Agreement as collateral security therefor, upon the condition that (i) all rights acquired under such collateral assignment(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Agreement, and to all rights and interests of Contractor herein, none of which covenants, conditions or restrictions is or shall be waived by Contractor by reason of the right so given to collaterally assign such interest in this Agreement, except as expressly provided herein, and (ii) Contractee may not create a lien or security interest with respect to that portion of the revenues payable to Contractor pursuant to Section 3 of this Agreement. If Contractee or Contractee’s successors and assigns shall collaterally assign this Agreement and if the collateral assignee(s) of such collateral assignment(s) shall, within thirty (30) days of its execution, send to Contractor a true copy thereof, together with written notice specifying the name and address of the collateral assignee and the pertinent recording date with respect to such collateral assignment(s), Contractor agrees that so long as any such collateral assignment(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the collateral assignee(s) to Contractor, the following provisions shall apply:

(a) There shall be no cancellation, surrender or modification of this Agreement by joint action of Contractor and Contractee unless the collateral assignee(s) is notified in writing and given a reasonable opportunity to respond prior to the taking of such action.

(b) Contractor shall, upon serving Contractee with any notice of default,

simultaneously serve a copy of such notice upon the collateral assignee(s) of such collateral assignment(s). The collateral assignee(s) shall thereupon have the same period, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and Contractor shall accept such performance by or at the instigation of such collateral assignee(s) as if the same had been done by Contractee;

(c) Anything herein contained notwithstanding, while such collateral assignment(s) remains unsatisfied of record, or until written notice of satisfaction is given by the collateral assignee(s) to Contractor, if any default shall occur which, pursuant to any provision of this Agreement, entitles Contractor to terminate this Agreement, and if before the expiration of thirty (30) days from the date of service of notice of termination upon such collateral assignee(s) such collateral assignee(s) shall have notified Contractor of its desire to nullify such notice and shall have paid to Contractor all Gross Receipts and other payments herein provided for, and then in default, and shall have complied or shall commence the work of complying with all of the other requirements of this Agreement and be diligently and promptly pursuing to completion the curing of all defaults, then in such event Contractor shall not be entitled to terminate this Agreement and any notice of termination theretofore given shall be void and of no effect;

(d) If Contractor shall elect to terminate this Agreement by reason of any default of Contractee, the collateral assignee(s) shall not only have the right, subject to the State's approval, which approval shall not be unreasonably withheld, to nullify any notice of termination by curing such default, as aforesaid, but shall also have the right to postpone and extend the specified date for the termination of this Agreement as fixed by Contractor in its notice of termination, for a period of not more than six (6) months, provided that such collateral assignee(s) shall cure or cause to be cured any then existing money defaults and meanwhile comply with and perform all of the other terms, conditions and provisions of this Agreement on Contractee's part to be complied with and performed, other than past non-monetary defaults, and provided further that the collateral assignee(s) shall forthwith take steps to acquire or sell Contractee's interest in this Agreement by foreclosure of the collateral assignment(s) or otherwise and shall prosecute the same to completion with all due diligence. If at the end of said six (6) month period collateral assignee(s) shall be actively engaged in steps to acquire or sell Contractee's interest herein, the time of said collateral assignee to comply with the provisions of this Section 41 shall be extended for such period as shall be reasonably necessary to complete such steps with reasonable diligence and continuity;

(e) Contractor agrees that the name of the collateral assignee(s) may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Contractee hereunder on condition that the insurance proceeds are to be applied in the manner specified in this Agreement and that the collateral assignment(s) or collateral document(s) shall so provide;

(f) Contractor agrees that in the event of termination of this Agreement by reason

Exhibit A to the Agreement shall be deleted in its entirety and replaced with a new Exhibit A as attached hereto.

New York State Division of State Police and CTHC agree to comply with provisions of New York State Appendix A attached hereto and made a part hereof.

Except as expressly provided herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this addendum to the Agreement between the New York State Division of State Police has requested that Castle Tower Holding Corporation (X000761) to be executed on the above date by the parties hereto.

corporate seal

Castle Tower Holding Corporation,
By: [Signature]
Name: Ted B. Miller, Jr.
Title: C.E.O.
76-0470458

Approved October __, 1997

Castle Tower Holding Corporation
By: [Signature]
Name: Ted B. Miller, Jr.
Title: C.E.O.

New York State Police

By: [Signature]
Name: William J. Callahan
Title: Director of Fiscal Management

Approved as to form: Approved _____, 1997

DENNIS VACCO APPROVED AS TO FORM
Attorney General NYG ATTORNEY GENERAL

H. CARL McCALL
State Comptroller

By: [Signature] NOV 11 1997
Assistant Attorney General
STEPHEN J. HENSEL
ASSOCIATE ATTORNEY

By: [Signature]
State Comptroller
NOV 13 1997
[Signature]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into as of this _____ day of _____, 1997, by and between CASTLE TOWER HOLDING CORP., a Delaware Corporation ("Licensor"), on behalf of itself and as agent for the State (as defined below), and _____ ("Licensee"), in consideration of mutual covenants contained herein.

WITNESSETH

WHEREAS, CASTLE TOWER HOLDING CORP. has entered into a Master Service Agreement with the New York State Police, acting on their own behalf and on behalf of other state agencies (hereinafter referred to as the "State") to provide Site Management Services Relating to the Marketing, Design, Construction, and Maintenance/Operation of Telecommunications Sites within New York State; and

WHEREAS, the State has existing facilities and rights-of-way available for the installation/construction of telecommunication Sites, including telecommunications towers; and

WHEREAS, CASTLE TOWER HOLDING CORP. acting through its service agreement with the State desires to license the use of space and facilities at the Site to _____ ("Licensee"), who will use the Site for telecommunication transmission and receiving purposes for the term of this License; and

WHEREAS, the State has determined that this license is in the best interests of the State; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the sufficiency of which the parties acknowledge, CASTLE TOWER HOLDING CORP. desires to license the use of space and facilities at the Site to _____ ("Licensee"), hereby agree as follows:

1. License to Use. Subject to the terms and provisions of this Agreement, Licensor grants unto Licensee a nonexclusive license (the "License") to use the applicable portions of the tower and building designated by Licensor ("Antenna Site") which are located on the land described as the _____ Tower Site, _____ County, _____, for the installation, operation and maintenance, at Licensee's sole expense, of Licensee's communications equipment, including base stations, antenna(s), poles, dishes or masts, cabling or wiring and accessories used therewith, which are described in Exhibit "A" and which are approved by Licensor ("Site Equipment"). A copy of Licensee's Federal Communications Commission ("FCC") Licenses are attached hereto as Exhibit "B".

2. Term. The term (the "Term") of this Agreement shall commence on _____, 1997 (the "Commencement Date"), and shall continue for three (3) years. Upon expiration of the initial Term, this Agreement shall automatically renew for one (1) year periods. Said renewal shall become effective unless either party shall give the other party written notice of its intent not to renew at least one hundred eighty (180) days prior to the expiration of the initial Term and at least ninety (90) days prior to the expiration of each renewal term.

3. Payments. Licensee shall pay Licensor or its specified agent, without demand, offset or counterclaim on the Commencement Date and on the first of each calendar month thereafter during the first year of the Term a monthly fee (the "Monthly Licensee Fee") in the amount of \$ _____ with respect to Licensee's Site Equipment. Licensee agrees to pay Licensor at its lockbox located at P. O. Box 710994, Cincinnati, Ohio, 45271-0994. The Monthly License Fee shall thereafter increase by five percent (5%) on each and every anniversary date during the initial Term (and the renewal term) of this Agreement. In the event Licensee shall hereafter desire to add additional equipment to its Site Equipment which is the subject of this Agreement, and Licensor consents to such addition, the Monthly License Fee shall be increased by an appropriate amount determined by Licensor to reflect such additional equipment. In addition to the Monthly License Fee, Licensee shall pay 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 Antenna Site hereunder. (Licensee acknowledges that Licensor is required by law to render its interest in the land and tower for the assessment of ad valorem taxes.)

4. Technical Standards. Licensee agrees that the installation, operation and maintenance of its Site Equipment shall at all times, and at Licensee's expense, comply with such technical standards as may from time to time be established by Licensor for the Antenna Site (the "Technical Standards"). The current Technical Standards in effect have been delivered to Licensee and are made a part of this Agreement by reference for all purposes.

5. Interference. The installation and operation of Licensee's Site Equipment shall not interfere electrically, or in any other manner whatsoever, with Licensor (including its lighting system) or with any other party presently operating and maintaining radio communications systems and equipment at the tower. Licensee shall upon request (verbal or otherwise) immediately suspend its operations and do whatever Licensor deems necessary to eliminate or remedy any such interference, and if Licensee fails to do so Licensor may at its option immediately

and without notice remove any and all of the Licensee's Site Equipment or eliminate or remedy such interference, all at Licensee's cost and expense, or terminate this Agreement and disconnect Licensee's Site Equipment. Thereafter, Licensor shall have all rights given to it in paragraph 17 below.

6. Electrical Facilities. In the event Licensee requires an electric supply different from the power currently provided, Licensee shall pay (i) for the cost of installing such power supply facilities and any separate meters required by Licensor, and (ii) the sums charged to Licensor by the applicable utility for such service as reflected by any such meter. In addition, Licensee shall pay or reimburse, promptly upon demand, the utility charges (estimated if necessary) incurred in the event and to the extent Licensee's Site Equipment (singly) consumes more than 1.0 kilowatts per hour at rated capacity or requires a voltage other than 120 volts single phase. Temporary interruption in the power provided by such facilities shall not render Licensor liable in any respect for damages to either person or property nor relieve Licensee from fulfillment of any covenant or agreement hereof. Notwithstanding the foregoing, Licensor shall at all times be able to shut down the electrical service to the Antenna Site and Licensee's Site equipment in connection with any maintenance operation conducted for the tower or building. Licensor agrees to make a reasonable effort to schedule any such shutdown outside the normal business day, and to cooperate with Licensee in obtaining temporary alternate power during scheduled maintenance operations, but shall have no obligation hereunder to provide alternate power from emergency power sources. In connection therewith, Licensor agrees to give Licensee reasonable prior notice, except in emergency situations, which notice may be verbal.

7. Compliance with Laws. The access to, and installation, maintenance and operation of, Licensee's Site Equipment must at all times be in strict compliance with the Technical Standards, all applicable federal, state and local laws, ordinances, and regulations (including without limitation the FCC, Federal Aviation Administration, city zoning, building and fire codes) and any reasonable rules and regulations of the tower and building which may be adopted by Licensor from time to time.

8. Maintenance. Licensee shall keep its Site Equipment and the areas immediately surrounding same neat and clean. Licensee shall clearly mark for identification its Site Equipment in the tower shelter by name, address, phone number and frequency. Licensee shall conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other Licensee or Licensor in its operation of the tower and

building. Licensor shall have no obligation to maintain or safeguard the Site Equipment.

9. Inspection. Licensee shall permit Licensor and its agents or representatives at all hours to have access to Licensee's Site Equipment to (a) inspect Licensee's Site Equipment, (b) make technical measurements or tests related to the Site Equipment, provided that no hard electrical connections are made to Licensee's Site Equipment when Licensee or its representative is not present, (c) perform any obligations of Licensee hereunder which Licensee has failed to perform, and (d) assure Licensee's compliance with the terms and provisions of this License and all applicable laws, ordinances, rules and regulations.

10. Licensor's Review of Plans and Approval of Contractor. Prior to installing or allowing any Site Equipment to be installed in or on the Antenna Site, Licensee shall submit to Licensor the names of contractors and detailed plans and specifications of the planned installation for Licensor's approval, which approval shall not be unreasonably withheld. Approval of plans shall not be deemed a representation that they comply with applicable laws, ordinances or rules and regulations or will not cause interference with other communications operations.

11. Removal of Site Equipment. If Licensee is performing all of its obligations hereunder, Licensee may remove its Site Equipment at any time prior to the termination of this Agreement provided Licensee repairs any damage to the tower or building caused thereby. If Licensee does not remove its Site Equipment (to the extent such is entitled to be removed) on or prior to the expiration or termination of this Agreement the Site Equipment shall be conclusively deemed to be abandoned (after Licensor has given Licensee ten (10) days written notice of such expiration or termination) and shall become Licensor's property and Licensor may remove and/or dispose of such Site Equipment as Licensor sees fit, all at Licensee's cost and expense.

12. Assignment and Sublicensing. Licensee may not assign this Agreement or sublicense to or share its Site Equipment with third parties, without the prior written consent of Licensor. In the event Licensor consents to any assignment by Licensee, Licensee shall not be released or relieved of its obligations hereunder. Licensor shall have the right to freely transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the land, tower and building and no further liability or obligation shall thereafter accrue against Licensor hereunder.

In addition, Licensee understands and acknowledges that Licensor and State have agreed that upon termination of the Master Service Agreement between the Licensor and the State, regardless of whether termination of the Master Service Agreement is the result of the default of the Licensor, the mutual consent of the State and the Licensor or the expiration of the Master Service Agreement, the State shall have the option to receive the assignment of all of the Licensor's rights and duties under this Agreement, and the State shall be deemed to have exercised this option unless the State notifies the Licensor in writing prior to or at the time of termination that it will not exercise said option. Licensee understands and acknowledges that at or before the termination of the Master Service Agreement, the State will notify the Licensee in writing if the State has accepted the assignment of the Licensor's rights and duties under this Agreement; provided however, that the failure of the State to notify the Licensee shall not affect the validity or enforceability of the assignment.

13. Condemnation. If all or any portion of the Antenna Site shall be taken or condemned for any public purpose to such an extent as to make Licensee unable to utilize its Site Equipment, this Agreement shall terminate at the option of either party. All proceeds from any taking or condemnation of the Antenna Site shall belong to and be paid to Licensor.

14. Damage or Destruction from Certain Causes. Licensor or its agents shall not be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or other order of governmental body or authority, or for any damage or inconvenience which may arise through maintenance, repair or alteration of any part of the tower or building, or failure to make any such repairs. If the Antenna Site through no fault or neglect of Licensee, its agents, employees, invitees or visitors, shall be partially destroyed by fire or other casualty so as to render the Antenna Site unusable, the Monthly License Fee provided for herein shall abate thereafter until such time as the Antenna Site is made usable as determined by Licensor. In the event of total destruction of the tower and/or building without fault or neglect of Licensee, its agents, employees, invitees or visitors, Licensor may construct a new tower and/or building similar to the one destroyed within 180 days from the date of destruction, and if Licensor fails to do so within such time period, Licensee may, at its option, terminate this Agreement of the date of such destruction. If Licensee does not terminate this Agreement, Licensee's sole remedy shall be abatement of the rent for the period during which its use of the tower and/or building is interrupted. Nothing herein shall be construed to require Licensor to rebuild the tower and/or building, but if

Licensors decide not to rebuild, this Agreement shall terminate as of the date of such destruction.

15. Licensee's Liability Insurance. Licensee shall either provide a statement of self-insurance acceptable to Licensor, or shall at its expense maintain a policy or policies of comprehensive general liability and workers compensation insurance with the premiums thereon fully paid in advance, issued by and binding upon a solvent insurance company acceptable to Licensor, such insurance to afford minimum protection of (i) \$1,000,000 per injury including death to any person and for all injuries sustained by more than one person in any one accident; (ii) \$500,000 for damage as a result of any one accident; (iii) \$1,000,000 for contractual liability; and (iv) statutory limits for worker's compensation. Licensee agrees that each such Policy (1) shall name Licensor and its mortgagee(s) as additional insured, (2) shall contain a provision that it may not be cancelled or amended without fifteen (15) days prior written notice to Licensor, and (3) contain a waiver of subrogation against Licensor. Licensor will be furnished a Certificate of Insurance of each such policy, attached hereto as Exhibit "C". License will also be furnished with a renewal Certificate prior to the policy's expiration.

16. Indemnification. Neither the State nor Licensor or its agents, servants, employees and contractors shall be liable to Licensee, or to Licensee's agents, servants, employees, customers or invitees for any damage to person or property caused by any act, omission or neglect of Licensee, its agents, servants, employees or contractors. Licensee agrees to indemnify, defend and hold the State and Licensor, its agents, servants, employees and subcontractors, harmless from all expenses, liability and claims, including by third parties, for any damage to person or property caused by an act, omission or neglect of Licensee, its agents, servants, employees and contractors. LICENSEE AGREES TO USE THE LAND, TOWER AND BUILDING, AND PLACE ITS SITE EQUIPMENT, AT ITS OWN RISK AND HEREBY RELEASES THE STATE, LICENSOR, ITS SHAREHOLDERS, DIRECTORS, OFFICERS AND AGENTS FROM ALL CLAIMS FOR ANY DAMAGE OR INJURY TO THE FULL EXTENT PERMITTED BY LAW.

17. Default and Remedies. Each of the following acts or omissions of Licensee or occurrences shall constitute an "Event of Default":

(a) Failure or refusal by Licensee to timely pay the Monthly License Fee or any other sum when due hereunder;

(b) Failure or refusal by Licensee to timely perform or observe any non-monetary covenant, duty or obligation of Licensee under this Agreement, which failure or refusal

continues for a period of twenty (20) days following written notice to Licensee;

(c) The commencement by Licensee of a voluntary case under the federal bankruptcy laws; the entry of a decree or order for relief in an involuntary case under the federal bankruptcy laws; the appointing of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Licensee's obligations hereunder or for any substantial part of Licensee's property; the winding-up or liquidation of Licensee's affairs; or the making of any assignment for the benefit of creditors by Licensee.

Whenever any Event or Default shall occur, Licensor may, at its option, do any one or more of the following: (i) terminate this Agreement; (ii) enter upon and take possession and/or remove the Site Equipment, at Licensee's cost; (iii) alter locks and other security devices at the tower and building; (iv) terminate electrical power supplied to the Site Equipment; and/or (v) pursue any other remedy available hereunder, or at law or in equity, without limitation, a suit to recover Licensor's damages.

18. Mortgage Provisions. Licensor reserves the right to assign, transfer, mortgage or otherwise encumber its interest in the land, tower and building and/or its interest in this Agreement. Licensee agrees upon demand to execute and deliver to Licensor such further instruments subordinating this Agreement in connection with any debt of Licensor as may be required by Licensor or its lender(s). Licensee further agrees to execute and deliver to any lender of Licensor an estoppel certificate containing such information as may be reasonably requested by such lender.

19. Limitation of Licensor's Liability. Licensee specifically agrees to look solely to Licensor's interest in the land, tower and building for the recovery of any judgment from Licensor or any successor of its interest, it being agreed that Licensor or any successor shall never be personally liable for any such judgment.

20. Notices. All notices required or permitted to be given hereunder shall be given in writing either by facsimile transmission, overnight delivery, messenger service, or registered or certified mail. Notice sent by registered or certified mail shall be effective from and after the expiration of three (3) days after such deposit or as of earlier actual receipt. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as provided below, be as indicated at the end of this Agreement. Each party hereto shall have the right from time to

time to change its address by not less than then (10) days prior written notice to the other party.

21. Non-Waiver. Failure of Licensor to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Licensor shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt of any sum paid by Licensee to Licensor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

22. Governing Law; Location of Performance. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. All monetary obligations of Licensor and Licensee (including, without limitation, any monetary obligation of Licensor or Licensee for damages for any breach of the respective covenants, duties or obligations of Licensor or Licensee hereunder) are performable exclusively in Cincinnati, Hamilton County, Ohio.

23. Miscellaneous. This Agreement shall be binding on and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties. This Agreement may not be altered, changed, or amended except by an instrument in writing signed by both parties.

The parties have executed this Agreement effective the date set out above.

LICENSOR:

CASTLE TOWER HOLDING CORP.

By: _____

Name: _____

Title: _____

Address: P.O. Box 572497
Houston, TX 77257-2497
Attn: License Administration

Phone: (713) 789-7651
Telefax: (713) 974-1926