

**FRANCHISE AGREEMENT BETWEEN
US SPRINT COMMUNICATIONS COMPANY**

AND

OKLAHOMA TURNPIKE AUTHORITY

DATED

October 16, 1986

This Franchise Agreement made as of this 16th day of October, 1986, by and between US Sprint Communications Company, a New York General Partnership, whose address is Box 11315, Kansas City, Missouri 64112, hereinafter referred to as US Sprint, and Oklahoma Turnpike Authority whose address is 3500 North Eastern, Oklahoma City, Oklahoma 73136, hereinafter referred to as OTA.

WITNESSETH:

WHEREAS, OTA is the owner of a right-of-way (by fee, license, governmental grant or other interest) within certain real property upon which it operates a toll road system known as the Turner Turnpike (hereinafter referred to as the "Turnpike"); and

WHEREAS, US Sprint wishes to acquire from OTA a franchise, as hereinafter described, defined and limited, in, on, upon, over, under, across, along and through a ten foot wide strip, approximately 81.1 miles in length, on the Turner Turnpike from Mile Post 2 near Oklahoma City, OK, to Mile Post 83.1 near Tulsa, OK, to permit US Sprint to construct, install, operate, maintain, repair, reinstall and replace a fiber optic communication system (hereinafter referred to as the "Communication System");

WHEREAS, US Sprint and OTA desire to enter into a long-term relationship, realizing that close cooperation and good faith in the implementation of this Franchise Agreement (hereinafter referred to as the "Agreement") are critical to its success and the success of their respective operations, and will work diligently to achieve their common objectives;

NOW, THEREFORE, in consideration of the premises and in consideration of the mutual covenants and agreements contained herein, the parties hereby expressly agree as follows:

1. DEFINITIONS

1.1 "Approved plans," shall mean plans which have been submitted by US Sprint and reviewed and approved by Engineer (as herein defined).

1.2 "Engineer" shall mean the Chief Engineer - of OTA or his designated representative.

1.3 "Communication System" shall mean fiber optic cables and all property installed by US Sprint in and on the Turnpikes including conduit, carrier pipe, cables, fibers, repeaters, power sources and all other attachments and appurtenances thereto. Any and all such property constructed and/or installed and subsequently operated or maintained by US Sprint, or at the directions of US Sprint, shall be and remain at all times the personal property of US Sprint, and shall at no time be deemed to be the personal property of the OTA, regardless of the manner or method of attachment to or installation in, on, upon, over, under, across, along and through the Turnpikes.

1.4 US Sprint shall mean US Sprint Communications Company or any other affiliate or subsidiary of US Sprint Communications, its' employees, lessees, joint venture partners, agents, contractors and subcontractors.

1.5 "Turnpike" shall mean OTA's right-of-way along the Turner Turnpike from Mile Post 2 near Oklahoma City, OK, to Mile Post 83.1 near Tulsa, OK.

1.6 "Repeater Station" shall mean a facility in which equipment is located which regenerates, amplifies, or otherwise assists in the transmission of a signal or impulse along the Communication System and such alternate and additional equipment as is required by advances in technology and changes within the Communication System.

1.7 "Repeater Sites" shall mean those areas up to 600 square feet each along the Turnpike as required by US Sprint to locate Repeater Stations as approved by the Engineer.

1.8 "Valuation Maps" shall include OTA right-of-way and plan and profile drawings, engineering and architectural data regarding bridges, terminals, and other obstacles previously compiled by OTA pertaining to the Turnpike.

2. PURCHASE PRICE AND GRANT:

2.1 US Sprint shall pay to OTA the sum of \$8,000.00 (Eight Thousand Dollars) per mile of fiber optic cable placed in OTA property, approximately \$648,800.00, for the grant provided herein payable as follows:

i. \$194,640.00 or 30% of the total purchase price shall be paid to OTA by US Sprint upon execution of the Agreement.

ii. \$454,160.00 or 70% of the purchase price shall be paid to OTA by US Sprint prior to such time as US Sprint begins construction .

iii. In the event US Sprint does not initiate construction upon the Turnpikes by October 1, 1987, US Sprint shall on that date have the option to pay the balance due in 2.1,ii to reserve its rights granted herein to use the Turnpike or to forfeit any sum paid to date with no further obligations extending to US Sprint or OTA. If US Sprint fails to exercise this option by October 1, 1987, this Agreement shall be null and void.

2.2 After payment of the sums specified in 2.1 OTA agrees to deliver to US Sprint upon demand fully executed Affidavit of Equitable Interest in a form as in attached Exhibit A, to US Sprint granting to US Sprint the right of use and occupancy of ten feet for (i) the construction, installation,

operation, maintenance repair, reinstallation, replacement and removal of the Communications System within the Turnpikes and (ii) Repeater Sites as deemed necessary by US Sprint and approved by Engineer.

2.2.1 The closing shall take place on October 16, 1986, or as soon as possible thereafter in the ordinary course of business.

3. NON-EXCLUSIVITY:

3.1 The Franchise granted to US Sprint by OTA pursuant to this Agreement shall be nonexclusive and OTA may make use of the Franchise premises and shall have the right to agree to other occupations of the same Franchise premises by one or more other person(s), company(ies) or other entity(ies); provided, however, that any such subsequent occupancies or agreements for such occupancies shall be subordinate to prior franchises and shall not obstruct or interfere with US Sprint's use and operation.

4. ROUTE DESIGNATION, INSPECTION, ACCESS, CONSTRUCTION

4.1 OTA shall make available, within fifteen (15) days from closing, available copies of OTA Valuation Maps and surveys, with available indices thereto.

OTA shall note to US Sprint the location and nature (fixed, movable, swing, draw) of all bridges, tunnels, under or over passes along the Turnpike. OTA shall use its best efforts to notify US Sprint of any inaccuracies therein which are or which become known to OTA during the planning, design, construction and installation phases.

4.2 Upon US Sprint's request, OTA agrees to participate with US Sprint in a joint inspection and survey of the proposed Franchise premises for the purpose of identifying problem areas and defining the final cable route or alternatives. OTA personnel accompanying US Sprint on the inspection shall have the knowledge and authority to generally guide the detailed routing in a manner to minimize interference with OTA operations. US Sprint agrees to reimburse OTA for actual expense incurred in the utilization of OTA personnel. During such joint inspection, the parties shall together select a preliminary route. US Sprint shall submit the preliminary route to OTA marked on OTA's maps. Said route shall be approved or disapproved within fifteen (15) days of receipt. If disapproved in whole or part, OTA shall so notify US Sprint stating cause and suggesting an alternative. Upon re-submission of any revisions to the preliminary route plan, OTA shall then approve or disapprove same within fifteen (15) days. Said approval shall serve as the basis for US Sprint to initiate formal engineering to design the detailed route and construction plan.

4.3 After closing, and upon proper notice to OTA, US Sprint shall have the right to enter upon the Turnpike for the purpose of surveying and inspecting the same, and to perform preliminary engineering tests.

4.4 Within thirty (30) days after US Sprint submits a detailed route and construction plan for a portion of the Turnpike, OTA shall approve or disapprove of same in whole or in part. If OTA disapproves, it shall so notify US Sprint stating the cause(s) for such disapproval. In such an event, US Sprint, shall resubmit its detailed route and construction plan to OTA. Failure of OTA to notify US Sprint of its disapproval of said construction plan shall be considered approval.

4.5 Upon the approval by OTA of US Sprint's detailed route and construction plan(s), US Sprint may enter the Turnpike for the purpose of commencing installation of the Communication System. Prior to entry upon the Turnpike, US Sprint shall notify OTA of the actual dates and locations where construction is to begin. OTA hereby grants US Sprint the use of any access roads owned, controlled, or otherwise used in maintenance of its Turnpike as necessary and convenient. It is agreed upon that US Sprint shall not permit its vehicles and personnel to stop along the Turnpike.

4.6 US Sprint, at US Sprint's sole cost, risk and expense, will furnish all materials, parts, components, equipment and structures necessary to construct, install, operate, maintain, repair, reinstall, replace, and remove the Communication System, or any part thereof. Any and all such work by US Sprint shall be done in a good and workmanlike manner, in conformity with all applicable statutes, laws, ordinances, regulations, rules, codes, orders or specifications of any public body or authority having jurisdiction thereof and so as not to interfere with OTA's operations.

4.7 All installations must meet or exceed applicable specifications of the public authority of the state of Oklahoma and the United States of America in effect at that time and shall further be in compliance with all existing federal, state or local laws, ordinances and regulations and US Sprint shall further, at its expense, obtain all permits and approvals required to implement this Agreement. In no case shall any part of the facilities be located in a manner that will interfere with any operations of the OTA, its existing licenses or lessees, or interfere with crossing protection facilities.

4.8 US Sprint may attach to the OTA's bridges upon Engineer's approval of US Sprint's engineering drawings.

4.9 Cables crossing under public roadways shall be at a location and depth as determined by state or local conditions, laws, regulations or orders of public authorities and shall be encased in pipe or conduit as approved by Engineer.

4.10 Cables crossing over or under other existing public utilities shall be located and installed in accordance with local conditions, laws, orders of public authorities, and such requirements as may be stipulated by the public authority. If in the conduct of such work, any changes or alterations in pipelines, sewers, drains, conduits, fences, power, signal or communication lines or other utilities are necessary (either temporary or permanent) such changes shall be made at US Sprint's sole cost and expense.

4.11 During engineering and construction of the Communication System, OTA shall provide passes to enable US Sprint's employees agents, contractors and subcontractors to utilize the Turnpike at no charge. However, after completion of construction, ingress and egress shall at the then prevailing OTA rates.

4.12 Upon completion of the installation or any replacement, repair or relocation of the Communication System, US Sprint shall promptly return the ground to a condition satisfactory to the Engineer.

4.13 Within one hundred twenty (120) days upon completion of the installation of any segment of the Communication System, US Sprint shall prepare and submit to OTA "as built" prints showing the location of the Communication System within the Turnpike.

4.14 In an effort to minimize interference with the operation of the Turnpike, OTA shall give US Sprint's construction schedule first priority over any subsequent third party who obtains right-of-way to install a similar Fiber Optic Communication System. To insure the integrity of US Sprint's Communication System, OTA grants US Sprint the right of exclusive access during construction over other telecommunications companies.

5. PERMITS

5.1 US Sprint, at its sole cost and expense, shall secure and maintain in effect all federal, state and local permits and licenses required for the construction, installation, operation, maintenance, repair, reinstallation, replacement, and/or removal of the Communication System including, without limitation, zoning, building, health, environmental or communication permits or licenses, and shall indemnify OTA against payment of the costs therefor and against any fines or penalties that may be levied for failure to procure or to comply with such permits or licenses as well as any remedial costs to cure violations thereof. OTA agrees to cooperate with US Sprint in securing any such permits or licenses by providing information and data upon request.

5.2 Environmental Impact Statements, if required, shall be prepared by US Sprint at US Sprint's sole risk, cost and expense.

6. ENTRY NOTICE:

6.1 Except for emergency situations, whenever US Sprint desires to enter upon the Turnpike to construct, build or use construction vehicles or to dig within or otherwise alter or disturb the Turnpike right-of-way, it shall give Engineer notice in advance of entry. All such work shall be subject to the consent and approval of Engineer.

6.2 In the event of any emergency impacting upon the Communication System, US Sprint shall verbally give Engineer advance notice prior to entry upon Turnpike right-of-way, but US Sprint shall not be deemed in breach of this Agreement for failing to provide such notice.

7. FACILITY LOCATION SIGNS:

7.1 US Sprint, at its sole cost and expense, shall furnish, erect and thereafter maintain signs showing the location and depth of all US Sprint underground facilities. Such signs shall be painted and placed along OTA's outermost right-of-way line in accordance with the standards of the telecommunications industry and as approved by Engineer.

8. MAINTENANCE OF US SPRINT SYSTEM:

8.1 US Sprint shall maintain its Communication System to insure the operations and safety of OTA and its employees, officers, agents, licensees, lessees and invitees. Should any facilities of US Sprint require repair or renewal, which effects the safety and operations of OTA, US Sprint shall, as soon as possible, make such repair or renewal at its own expense.

9. US SPRINT'S UTILITY REQUIREMENTS:

9.1 At each Repeater Site, US Sprint may have the requirement for utilities such as auxiliary and primary power sources. Such utilities shall be subject to approval of Engineer and if approved at such location by Engineer, such installation shall be brought to the source with minimum possible longitudinal use of OTA's right-of-way. OTA agrees to grant necessary permits to utility companies who may request permission to install aerial lines over or under OTA's right-of-way to US Sprint's Repeater Stations.

10. OTA OPERATIONS:

10.1 OTA and US Sprint shall operate to avoid, to the extent practicable, actions which could endanger the Communication System or OTA. US Sprint shall use all precautions to not interfere with OTA operations in the easement premises. OTA may, at its option, request that employees, agents and contractors of US Sprint who are or will be involved in the construction, operation and maintenance of the Communication System be trained in highway safety matters via courses or materials to be offered or provided by OTA.

11. RELOCATION ALTERATIONS:

11.1 If OTA determines that any of US Sprint's Communications System or the location thereof must be changed or altered because of OTA operations or planned operations, or OTA desires to renew, replace, repair, or alter any of its bridges, culverts, structures, roads, properties, facilities or appurtenances or to construct new ones, OTA shall notify US Sprint of such plans. US Sprint shall, at its expense, protect or move the affected US Sprint facilities in a manner satisfactory to Engineer as soon as practicable. OTA agrees to make available to US Sprint at no additional charge alternative right-of-way upon which to relocate the affected portions of its Communication System.

12. INSURANCE:

12.1 For and during all phases of the Agreement, US Sprint at its sole cost, shall procure and maintain Comprehensive General Liability insurance covering Bodily Injury and Property Damage with minimum limit of \$500,000. US Sprint shall furnish Engineer, upon request, a Certificate of Insurance. Policy shall contain a Contractual Liability Endorsement. Policy shall also be endorsed to provide for thirty (30) days' notice to the Engineer prior to termination of the policy. OTA shall have the right from time to time to demand higher insurance coverage.

12.2 US Sprint shall also furnish to OTA Engineer Certificate of Insurance for Automobile Liability insurance with limit of liability of \$1,000,000 for Bodily Injury and Property Damage.

12.3 Furnishing of insurance by US Sprint hereunder shall not limit US Sprint's liability under this Agreement, but shall be additional security therefore.

13. LIENS AND ENCUMBRANCES:

13.1 US Sprint will not permit any mortgage, pledge, security, interest, lien or encumbrance, including without limitation tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Communication System or any portion of the Franchise Premises (collectively, "Liens or Encumbrances"), thereof; provided, however, that the existence of such Liens or Encumbrances shall not constitute a violation of this sentence if payment with respect thereto is not yet due and payable; and provided further that US Sprint shall, after written notice to OTA, contest the same or the validity thereof in good faith by appropriate proceedings which shall operate to prevent the collection of such Lien or Encumbrance so contested and the transfer of US Sprint's or OTA's interest in the Franchise Premises or any portion thereof to satisfy the same.

13.2 Nothing in this Agreement shall be deemed to give, and OTA hereby expressly waives any claim of ownership in any and to any part of the whole of the Communication System.

14. GRANT OF TELECOMMUNICATIONS FACILITIES:

14.1 US Sprint agrees to make available from the Communication System to OTA for a period of twenty (20) years, the transmission capacity of one DS3, an equivalent of 672 voice channels, at US Sprint terminal locations in its points of presence at Tulsa and Oklahoma City.

14.2 The use of such communications capacity by OTA and other governmental agencies of the state of Oklahoma is hereby authorized; however, such use shall be exclusively for its own internal communications. Under no circumstances shall the capacity be made available to third parties nor shall the capacity be resold, leased, or used by any third party. If OTA does not use all capacity available, US Sprint may use such excess capacity until such time as it is required by OTA.

14.3 OTA shall pay for its own multiplexing equipment below the DS3 level and for connecting its communications system to the US Sprint terminals and shall further meet all relevant US Sprint specifications for such interconnections.

14.4 The interfaces shall be provided at such time as the terminals are equipped, operational, and capable of providing similar services to US Sprint customers.

15. TERM OF FRANCHISE:

15.1 The Franchise shall commence at 12:01 a.m. on the date of execution of this Agreement and shall terminate at 12:01 a.m. on December 1, 2006, unless extended pursuant to Paragraph 15.2 hereof or terminated pursuant to Paragraph 15.3 hereof.

15.2 US Sprint shall have the option to extend this Franchise for one (1) term of 20 years, which extension shall commence at 12:01 a.m. on the twentieth anniversary of the initial term; provided, however, that the right to extend this Franchise shall be available to US Sprint only if US Sprint is not in default under any of the provisions of this Franchise as of the beginning date of such extended term. Said option shall be exercisable by US Sprint giving written notice of extension to OTA by December 1, 2005, and the Franchise granted shall be on the same terms and conditions as set forth herein.

15.3 This agreement shall terminate upon the happening of any of the following events;

A. Complete removal or abandonment in place by US Sprint of its Communication System and restoration of the Turnpike to the satisfaction of the Engineer;

B. Subsequent written mutual agreement of the parties hereto.

C. In the event of mutual termination by the parties hereto, US Sprint shall, at US Sprint's sole risk, cost and expense, either remove US Sprint facilities and restore the Easement premises to a condition and in a manner satisfactory to Engineer or abandon the same in place.

16. LIAISON, COORDINATION AND DISPUTES RESOLUTION:

16.1 It is the intent of US Sprint and OTA that any disputes which may arise between them, or between employees of each, be resolved as quickly as possible, both for the prompt survey, design, plan, construction, installation, operation and maintenance of US Sprint facilities and for the safe and uninterrupted operation of the Turnpike. Quick resolution may, in certain instances, involve decisions on the spot. When such resolution is not possible, and depending upon the phase of installation of US Sprint's Communication System, the parties agree to resolve such disputes as herein provided.

16.2 OTA and US Sprint shall each designate an individual or field representative position as a point of contact, said party to be provided to other within thirty (30) days of the date US Sprint submits construction plans of the Communication System as set forth herein.

16.3. Questions of OTA property, operation or safety shall in all instances be referred directly to the Engineer, whose decision shall be made within fifteen (15) days except as otherwise provided herein and except that in the event of emergency, it will be made as soon as possible. Failure of Engineer to render such decision within said fifteen (15) day period, unless otherwise provided herein, shall be construed as approval of US Sprint's request.

16.4 Questions as to right of access to Turnpike during design, planning, construction, installation, maintenance and operational phases shall in all instances be referred initially to the designated or authorized representative of the Engineer, which authorized or designated representative shall render such decision within fifteen (15) days or in the event of an emergency as soon as possible. Failure of Engineer to render such decision within said thirty (30) day period shall be construed as approval of US Sprint's request.

17. COVENANTS AND WARRANTIES:

17.1 By execution of this Agreement, the parties represent, as to their respective companies, upon their knowledge and belief, the following:

17.1.1 That they have full right and authority to enter into and perform this Agreement in accordance with the terms hereof, and that by entering into or performing this

Agreement, the parties are not in violation of their charter or by-laws or any law, regulation or agreement by which they are bound or to which they are subject;

17.1.2 That the execution, delivery and performance of this Agreement by each party has been duly authorized, that the signatories for each party hereto are authorized to sign this Agreement, and that the joinder or consent of any other party or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

18. NON-DISTURBANCE--THIRD PARTY SUBSEQUENT USERS:

18.1 Except as otherwise set forth in this Agreement, OTA shall not license, permit or authorize interference with the use and operation of the Communication System.

18.2 Subsequent third party use of the Franchise premises shall be subject to easements of record.

19. RECORDINGS, TAXES AND OTHER CHARGES:

19.1 US Sprint shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of the Franchise and Affidavit of Equitable Interest. US Sprint further agrees that if it is determined by any state or local governmental authority that the sale, acquisition, license, grant, transfer or disposition of any part or portion of the property or rights herein described requires the payment of any tax, (including sales or use tax) under any state or federal statute, regulation or rule, US Sprint shall pay the same, plus any penalty or interest thereon, directly to said taxing authority and shall hold OTA harmless therefrom. US Sprint shall pay all annual or periodic taxes levied or assessed upon US Sprint's Facilities, or on account of their existence or use, and shall indemnify OTA against the payment thereof.

20. US SPRINT STATUS:

20.1 OTA reserves no control over the employment, discharge, compensation of or services rendered by US Sprint's employees or contractors, and it is the intention of the parties that US Sprint shall be and remain an independent party, and nothing herein shall be construed as inconsistent with that status or as creating or implying any partnership or joint venture between US Sprint and OTA and employees of US Sprint or employees of any contractor shall not be considered OTA's employees.

21. SUCCESSION:

21.1 (a) This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors or assignees referred to in clause (b) below.

(b) Neither party hereto shall assign or otherwise convey any of its rights, titles or interests under this Agreement without the prior written consent of the other party hereto (which consent shall not be unreasonably withheld); provided, however, that, without any such consent, either party hereto (and their respective successors and permitted assignees) may assign all of its rights, titles and interests hereunder to any of the following assignees:

(i) any person, corporation, bank, trust company, association or other business entity as security in connection with obtaining or arranging financing for such party.

Upon each permitted assignment the assignee of such party shall expressly assume in writing all of the obligations of such party hereunder.

However, upon each permitted assignment described in clause (b) above (other than in clause (b) (i) above) by either party hereto, all references in this Agreement to such party shall be deemed to be references to the assignee of such party.

22. NOTICES:

22.1 Unless otherwise provided herein, all notices shall be written and all notices or other communications concerning this Agreement shall be addressed to:

US Sprint at:

General Counsel
US Sprint Communications Company
Box 11315
Kansas City, MO 64112

OTA at:

Chief Engineer - Manager
Oklahoma Turnpike Authority
3500 North Eastern
Oklahoma City, OK 73136

or at such other address as may be designated in writing from time to time to either party by the other.

22.2 Unless otherwise provided herein, notices shall be sent by registered or certified U.S. Mail and shall be deemed served or delivered to addressee, or its office, upon the date of return receipt acknowledgement or, if postal claim notice is given, on the date of its return marked "unclaimed."

22.3 In case of disaster or other emergency demanding immediate examination or repairs to existing facilities, notice of entry shall be given by either party to the other in person or by telephone to be designated in writing by each party to the other.

23. SEVERABILITY:

23.1 This Agreement is executed by all parties under current interpretations of applicable federal, state or local statute, ordinance, law or regulations.

23.2 Each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) herein contained shall have independent and severable status from each other separate division or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall have no effect upon the validity or enforceability of each and every other separate division herein contained, or any other combination thereof.

24. LIABILITY, INDEMNITY

24.1 US Sprint, as a further consideration and as a condition without which this Franchise would not have been issued, agrees to indemnify, defend and save harmless OTA, its officers, employees and agents and to assume all responsibility and liability for death of, or injury to any persons, including but not limited to, officers, employees, agents, patrons, invitees or licensees of the parties hereto and for loss, damage or injury to any property, including but not limited to, that belonging to OTA, together with all liability for any expenses, attorneys' fees and costs incurred or sustained by OTA, arising from or growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of the Franchise or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation or removal of the Communication System or of any structure incident thereto or from any activity conducted by or on behalf of US Sprint on or in the vicinity of the Turnpike, unless caused by the negligence of OTA, its officers or employees.

24.2 Anything contrary notwithstanding, US Sprint shall release and indemnify and save harmless OTA, its officers, employees and agents, for any damage to the property of US Sprint, including the Communication System or any of US Sprint's Facilities and all appurtenances thereto or property of US Sprint's officers, employees, agents, contractors or subcontractors, arising from or growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this Franchise or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation or removal of any structure incident thereto or from any activity conducted by or on behalf of US Sprint or OTA on or in the vicinity of the Turnpike unless caused by the sole negligence of OTA, its

officers, employees or agents. OTA makes no representations concerning the structural integrity of any of its facilities and it is expressly understood that US Sprint uses said facilities at its own risk.

24.3 At the election of OTA, US Sprint, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

25. BREACH, REMEDIES

25.1 In the event of a breach of this Agreement by either party, US Sprint and OTA each agrees that neither shall proceed against the other by litigation before the offending party has had written notice of and reasonable time to respond and cure such breach or defect; provided, however, neither party shall be required to give the other time to respond and cure if any such delay will cause irreparable harm.

25.2 For purposes of this Section, any substantial noncompliance or repeated noncompliance which of itself might be considered minor or singular, shall constitute a breach by either party. Failure by either party to give required notices shall constitute a breach. Provided, however, such breaches as described in this Paragraph shall not be grounds or justification for the cessation or termination of this Agreement and the aggrieved parties' remedies shall be for damages or injunctive relief only.

25.3 Remedies available to each party shall include: (1) specific performance in equity; and (2) litigation for damages and costs.

25.4 Any waiver by any party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matter subsequently occurring.

26. MISCELLANEOUS

26.1 OTA and US Sprint represent and warrant to each other that neither has dealt with any broker or agent in connection with the transaction contemplated by this Agreement.

26.2 This Agreement shall survive delivery and/or recordation of the Affidavit of Equitable Interest and shall run with the land.

26.3 Each party shall be responsible for its own costs, including legal fees, incurred in negotiating this Agreement.

27. ENTIRE AGREEMENT: AMENDMENTS:

27.1 This Agreement, and all schedules and exhibits attached hereto shall constitute the entire agreement between the parties.

27.2 No warranties, representations or promises pertaining to this Agreement, or any property or rights affected hereby, have been made by, nor shall be binding upon, any party hereto, except as expressly stated in this Agreement.

27.3 This Agreement may be amended by mutual consent, in writing, signed by all parties hereto, and such amendments shall become part hereof.

28. FORCE MAJEURE:

28.1 Except as may be elsewhere specifically provided in this agreement, any failure or delay in the performance by either party of its obligations hereunder shall not be a breach of this Agreement if such failure or delay results from causes beyond the party's control, including but not limited to, acts of God, governmental action (whether in its sovereign or contractual capacity), fire, flood, or other catastrophes, national emergencies, insurrections, riots and wars.

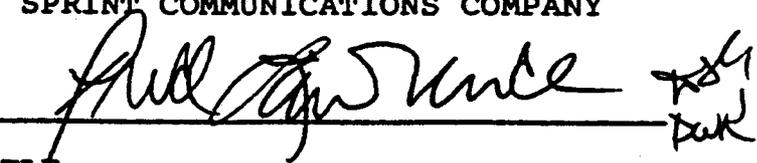
29. LEGAL FORUM:

29.1. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in counterpart as of the day of the year first above written.

US SPRINT COMMUNICATIONS COMPANY

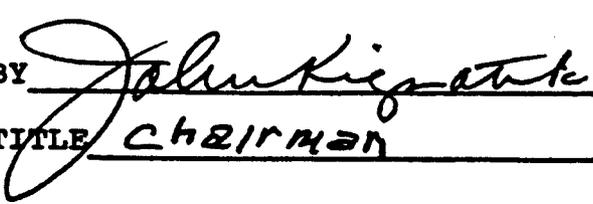
BY



TITLE Senior Vice President

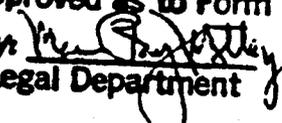
OKLAHOMA TURNPIKE AUTHORITY

BY



TITLE Chairman

Approved as to Form

By  11/17/86
Legal Department

AFFIDAVIT OF EQUITABLE INTEREST

THIS AFFIDAVIT OF EQUITABLE INTEREST, made as of the 16 day of October, 1986, by the OKLAHOMA TURNPIKE AUTHORITY, a corporation, Grantor, to US SPRINT COMMUNICATIONS COMPANY, a New York general partnership, Grantee:

WITNESSETH, that Grantor and Grantee have entered into an Franchise Agreement dated as of October 16, 1986 (hereinafter "Agreement") whereby Grantor has granted to Grantee the right to construct, operate and maintain a fiber optic communications system on the property of the Grantor under the terms, provisions, and conditions contained in said Agreement, one of which is that Grantor shall grant to Grantee an Affidavit of Equitable Interest in the form of this affidavit.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, Grantor by these presents does hereby grant to Grantee an AFFIDAVIT OF EQUITABLE INTEREST to construct, reconstruct, rebuild and reinstall the fiber optic communications system (Communication System) as shown and in the locations shown on Exhibit 1, attached hereto and by this reference made a part hereof, and reasonable ingress and egress to and from the location of the Communication System for the purpose of constructing, reconstructing, rebuilding, re-installing, operating and maintaining the Communication System;

SUBJECT TO and RESERVING unto the Grantor, its successors and assigns, the following:

- a. The foregoing grants are made without covenant of title or for quiet enjoyment and without warranty of title express or implied, and are subject and subordinate to outstanding or superior rights;
- b. The foregoing grants are also subject and subordinate to the prior and continuing right and obligation of Grantor to use and maintain its entire property in the performance of its public duty as a common carrier and are also subject to the right and power of Turnpike Authority to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication or other wire or fiber lines, pipe lines and other facilities upon, along or across any or all parts of the Grantor's property, or permit others to do so for the Turnpike Authority, all or any of which may be freely done at any time or times by Grantor or others with its permission without liability to Grantee or to any other party for compensation or damages, unless and except to the extent that the foregoing Agreement otherwise expressly provide;

- c. The foregoing grants are nonexclusive and Grantor reserves the right to agree to other nonexclusive occupations of the franchise area by one or more other person(s); provided, however, that any such subsequent occupancies or agreements for such occupancies shall be subordinate to the rights granted herein to Grantee if Grantee has not relocated therefrom;
- d. The foregoing grants are also subject to all other terms, provisions, and conditions contained in the aforesaid Agreement.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its Chairman and attested by its Assistant Secretary and its corporate seal to be hereunto affixed as of the day and year first herein written.

OKLAHOMA TURNPIKE AUTHORITY

By

Title

Chairman

Attest:

Joseph B. Wasser
Assistant Secretary

MEMORANDUM OF AGREEMENT

THIS AGREEMENT entered into this 18th day of June, 1987, by and between Oklahoma Turnpike Authority, a body corporate and politic, whose address is 3500 North Eastern, Oklahoma City, Oklahoma 73136 (hereafter referred to as "OTA"); and State of Oklahoma, ex rel., Office of State Finance, whose address is 122 State Capitol Building, Oklahoma City, Oklahoma 73105 (hereafter referred to as "OSF");

W I T N E S S E T H:

RECITALS:

1. By Franchise Agreement dated October 16, 1986, between OTA and U.S. Sprint Communications Company, OTA granted Sprint a franchise in, on, upon and over, under, across and along and through a ten foot wide strip approximately 81.1 miles in length on the Turner Turnpike from Mile Post 2, near Oklahoma City, Oklahoma, to Mile Post 83.1, near Tulsa, Oklahoma, for a fiber optic communications system to which reference is made by the provisions of which, inter alia, there was made available to OTA the transmission capacity of one DS3, an equivalent of 672 voice channels, at the U.S. Sprint Terminal locations at its points of presence at Tulsa and Oklahoma City;

2. Said Franchise Agreement provides that OTA shall pay for its own multiplexing equipment below the DS3 level and for connecting its communications system to the U.S. Sprint terminals and shall further meet all relevant U.S. Sprint specifications for such interconnections;

3. For the purpose of the use of such communications capacity by OTA and other governmental agencies of the State of Oklahoma, specifically authorized by said Franchise Agreement, OTA desires to grant to OSF, subject to U.S. Sprint's specifications for such interconnections, the rights of OTA in connection with said availability of the DS3 transmission capacity, to act in its stead, for the uses and purposes hereinafter stated; and

4. OSF, for the purpose of meeting the intent and spirit of SB 213, dated April 23, 1985, and to provide the cost effective voice and data network between Oklahoma City and Tulsa to serve the governmental agencies of the State of Oklahoma, desires to undertake the administration and management of the DS3 network for voice and data pursuant to the said Franchise Agreement.

THEREFORE, in consideration of the mutual benefits and burdens, promises and covenants, it is agreed as follows:

By OTA:

1. OTA does hereby grant, bargain, assign and convey to OSF the grant of telecommunications facilities provided in Paragraph 14 of the Franchise Agreement between U.S. Sprint Communications Company and OTA dated October 16, 1986, for the uses and purposes therein set forth, said grant being only with respect to the installation and maintenance of the transmission capacity of one DS3.

By OSF:

1. OSF agrees to pay for all multiplexing equipment below the DS3 level and for connecting the communication systems to the U.S. Sprint terminals, meeting all relevant U.S. Spring specifications for such interconnections, and subject to all the conditions contained in the said October 16, 1986, Franchise Agreement.

2. OSF agrees to maintain or provide maintenance support for all the elements of the services for the State of Oklahoma.

3. OSF will provide personnel, parts and equipment necessary to maintain the network on a schedule deemed appropriate to support services to the State of Oklahoma and its agencies.

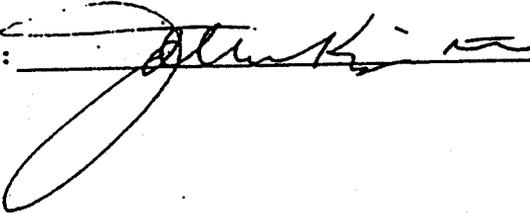
4. OSF will provide voice and data transmission services to OTA as needed at no cost to OTA, such transmission service to be within the network of OSF within the State of Oklahoma and not inter-state.

The term of this Agreement shall be for a period coterminous with the grant of easement and franchise provided in the said October 16, 1986, Franchise Agreement, to which reference is made.

OSF will provide, at its own expense, all of the equipment and lines necessary to interface the OTA telecommunications system at the address shown above to the Oklahoma City terminal and from the Tulsa terminal to the Tulsa capitol building complex, 440 South Houston, Tulsa, Oklahoma, in order that the OTA system will be connected to the system of OSF and its statewide network.

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

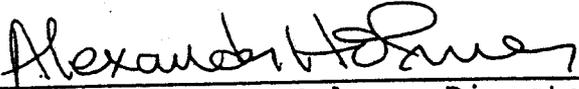
OKLAHOMA TURNPIKE AUTHORITY

By: , Chairman

ATTEST:

, Secretary

STATE OF OKLAHOMA, EX REL
OFFICE OF STATE FINANCE

By: 
Dr. Alexander B. Holmes, Director