

TX09257-A
Stephenville

SITE GROUND LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this _____ of January 2005, between Capitol Towers, Ltd., a Texas limited partnership, ("Lessee"), and Robert Berry and wife, Angela Berry ("Lessor"). For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises** Subject to the following terms and conditions, Lessor leases to Lessee a portion of the real property (the "Property") described in the attached Exhibit A. Lessee's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises are located on a tract of land being Lots 1, 2, 3, 4 and 5, Block 1, Park Place Addition to the City of Stephenville, situated in the County of Erath, in the State of Texas, being more fully described in a Deed filed of record in Volume 1003, Page 478, of the Erath County Deed records, and comprises approximately 2500 square feet, together with ingress and egress.

2. **Term** The term of this Agreement shall be Five (5) years commencing not later than the 1st day of _____, 2005 or the start of construction, whichever first occurs ("Commencement Date") and terminating on the Fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 16. Lessee shall have the right to extend the Term for Five (5) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to exercise its option to renew at least ninety (90) days prior to the expiration of the then existing Term or Renewal Term.

3. **Contingencies** This Agreement is subject to the following contingencies:

(a) Lessee shall obtain all governmental licenses, permits and approvals required for its use of the Premises.

(b) Lessee may perform some or all of the following activities ("Permitted Activities"): surveys, geo-technical soil borings and analyses, Phase I environmental audits, boundary surveys, title searches, radio propagation studies and such other tests and inspections of the Property which Lessee may deem necessary or advisable, which studies SHALL NOT reveal obstructions, encroachments or defects which Lessee determines would interfere with Lessee's intended use of the Property. Lessor consents to Lessee, its employees, agents and independent contractors entering upon the Property and performing the Permitted Activities. Lessee agrees to repair any damage to the Property that might have been caused in connection with any of the Permitted Activities.

4. **Rent** Within 15 days of the Commencement Date and within five (5) days of January 1 of each year thereafter, Lessee shall pay to Lessor as rent _____ per year ("Rent"). Rent for any fractional year at the beginning or at the end of the Term or Renewal Term shall be prorated. Rental payments for each Renewal Term shall be increased at the commencement of such Renewal Term by _____ over the annual rental payment for the immediately preceding Term or immediately preceding Renewal Term, as applicable.

5. **Use** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

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6. Facilities; Utilities; Access

(a) Lessee has the right to erect, maintain and operate on the Premises a telecommunications facility, including without limitation, an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Lessee Facilities"). Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. The survey and precise location of the Premises and Lessee Facilities shall be subject to the prior written approval of Lessor, which shall be given by initialing and returning to Lessee a copy of the final survey within five (5) business days of submission of the survey to Lessor for its review. Upon Lessor's failure to respond in writing to Lessee's proposed survey within five (5) business days, the survey will be deemed approved. After approval, the survey shall be considered incorporated in this Agreement as Exhibit "B". Notwithstanding any other provision to the contrary, Lessee shall have the right to approve the plans and supervise the work of any future third party carrier ("Future Carrier") co-locating on the Premises.

(b) Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Lessee repairs any damage to the Premises caused by such removal. Lessor waives any lien rights it may have concerning the Lessee Facilities. Lessor acknowledges that Lessee may now or in the future enter into financing arrangements with financing entities for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity. In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings ("Lessor Consents"). Within ninety (90) days following termination or expiration of this Agreement, Lessee shall remove any foundations a minimum of three (3) feet below grade level and remove any remaining equipment such as buildings, tower or other structures or equipment installed or owned by the Lessee.

(c) Lessee shall pay for the electricity it consumes in its operations. Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company, and shall run with the Term and Renewal Terms of the Agreement.

(d) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Property described in Exhibit B.

(e) Lessor acknowledges that Lessee has or will enter into certain financial arrangements with certain financial institutions as administrative agent for itself and various other lenders ("the Lenders"), also collectively referred to as ("Mortgagee") and in connection therewith the Lenders will take a security interest in certain equipment and the products and proceeds thereof (collectively "the Collateral") to be installed upon the Premises. Lessor acknowledges and represents that the Lessor Consents shall inure to the benefit of Lessee, the Lenders and any replacement or refinancing lenders and their successors and assigns for so long as the Lease Agreement remains in effect.

(f) Lessor further acknowledges and represents that Lessee will sublet a portion of the Premises as well as space on the constructed Tower to Future Carriers for placement of antenna and communication equipment upon the Premises and the constructed Tower. In connection therewith, Lessor consents to the placement of Future Carriers' antenna and communication equipment and acknowledges and represents that the Lessor Consents, as defined herein, shall inure to the benefit of the Future Carriers, their lenders and their successors and assigns.

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7. **Interference** Lessee shall not use the Premises in any way which interferes with the use of the Property by Lessor, or tenants or licensees of Lessor, with rights to the Property prior in time to Lessee's (subject to Lessee's rights under this Agreement, including non-interference). Similarly, Lessor shall not use, nor shall Lessor permit its tenants, licensees, employees, invitees or agents to use any portion of Lessor's properties in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference. In the event any such interference does not cease within twenty-four (24) hours of receipt of notice, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Agreement immediately upon notice.

8. **Taxes** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Lessee Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises.

9. **Hold Harmless** Lessee agrees to hold Lessor harmless from claims arising from the installation, use, maintenance, repair or removal of the Lessee Facilities, except for claims arising from the negligence or intentional acts of Lessor, its employees, agents or independent contractors. Lessor agrees to defend, indemnify and hold harmless Lessee from any and all claims arising from the use of the Property excluding the Premises by Lessor, Lessor's agents, assigns and permittees or by third parties.

10. **Condemnation.**

(a) If the Premises shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under a threat of condemnation, then the term of this Agreement shall cease and terminate as of the date of title vesting in such proceeding (or sale), and all rentals shall be paid up to that date.

(b) In the event of any condemnation, taking, or sale, whether whole or partial, Lessor and Lessee shall be entitled to receive and retain such separate award and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed. Termination of this Agreement shall not affect the right of the parties to such awards.

11. **Assignments and Subletting**

(a) Lessee may assign, all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor subject to the assignee assuming all of Lessee's obligations herein and subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 6 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 6 above. Lessee may, without Lessor's consent, sublet or license all or any portion of the Premises to one or more entities.

(b) Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without Lessor's consent Lessee's interest in this Agreement to any financing entity, or agent on behalf of any financing entity (hereafter, collectively referred to as "Mortgagees") to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Lessee shall give written notice to Lessor of any such assignment, mortgage, pledge or transfer of Lessee's interest in this Agreement.

(c) Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee, except that a cure period for any Mortgagee shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Agreement by Lessee pursuant to any laws (including any bankruptcy or insolvency laws) shall occur, or if Lessor shall terminate this Agreement for any reason, Lessor will give to the Mortgagees the right to enter upon the Premises during a thirty (30) day period commencing upon the Site Name: Stephenville

Mortgagees' receipt of such notice for the purpose of removing Lessee's Facilities. Lessor acknowledges that any Mortgagees shall be third-party beneficiaries of this Agreement.

12. **Warranty of Title and Quiet Enjoyment** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions other than those of record; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Both parties agree that Lessor may subject its interest in the Premises to a mortgage loan, provided that any such lender shall agree to be bound by the terms of this Agreement, and such lender shall not disturb Lessee's use or possession of the Premises in the event of a foreclosure of such lien and shall not join Lessee as a party defendant in any such foreclosure proceedings, so long as Lessee is not in default under the terms of this Agreement.

13. **Repairs** Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6 above, Lessee shall remove its personal property within ninety (90) days following expiration or termination of this Agreement. Within ninety (90) days following termination or expiration of this Agreement, Lessee shall remove any foundations to a depth of three (3) feet below grade and restore the Premises as nearly as is reasonably possible to its original condition, reasonable wear and tear excepted. Lessee will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Lessee be required to remove from the Premises or the Property any underground facilities.

14. **Notices** All notices, requests, demands, rent payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addressed:

If to Lessor, to:

Robert Berry and wife, Angela Berry
1766 CR 424
Stephenville, Texas 76401-8881
(254) 965-3194

If to Lessee, to:

Capitol Towers, Ltd.
2330 McKown Drive, Suite A
Norman, OK 73072
Tel: (405) 329-5522

15. **Hazardous Materials** Lessee represents, warrants and covenants to Lessor that Lessee shall at no time during the Term and any Renewal Term of this Agreement use or permit the Premises to be used in violation of any Environmental Regulations. Lessee shall not introduce any Hazardous Materials onto the Premises, except for those contained in its back-up power batteries, propane and such other properly stored, reasonable quantities of common materials used in its telecommunications operations. Lessor represents, warrants and covenants that the Premises and Property have not been used for the generation, storage, treatment or disposal of Hazardous Materials. In addition, Lessor represents, warrants and covenants that no Hazardous Materials or underground storage tanks are located on or near the Premises or Property. During the Term and any Renewal Term, Lessor shall handle, store and dispose of all Hazardous Materials it brings onto the Premises in accordance with all federal, state and local laws and regulations, and shall impose on any lessee, licensee or other party using any portion of the Property the same obligations. If Hazardous Materials are deposited as a result of any act or omission of Lessor, Lessee shall have the right to terminate this Agreement, and Lessor shall indemnify and hold Lessee harmless from any and all claims arising out of such Hazardous Materials or under any Environmental Regulations, which indemnity shall survive the termination of this Agreement. For the purposes of these provisions, "Hazardous Materials" means any chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulations. As used herein, "Environmental Regulations" shall mean all laws, statutes, regulations and judicial interpretations of the United States and the State where the Premises are located or either of them which relate to the prevention or elimination of pollution or the protection of the environment.

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16. **Defaults and Remedies.** This Agreement may be terminated on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term thereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) business days from receipt of written notice, and, provided further that any non-monetary default which cannot be cured within such sixty (60) day period shall not be a default hereunder so long as such defaulting party diligently proceeds to cure such default upon receipt of notice thereof; or (ii) by Lessee for any reason or no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) after the Commencement Date by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference. In the case of any default under this provision by either party, notice of such default shall be given to all subtenants (carriers) of the Lessee.

17. **Miscellaneous**

(a) This Agreement applies to and binds the heirs, successors, executors, personal representatives, administrators and assigns of the parties to this Agreement.

(b) This Agreement is governed by the laws of the State in which the Premises are located.

(c) Lessor agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement in the form of Exhibit C; Lessor acknowledges that any Mortgagees of Lessee, in order to protect such Mortgagees' interests with respect to Lessee's interests in this Agreement and Lessee's Facility, may file or record such documentation as is normal and customary in order to protect the interest of such Mortgagees.

(d) Lessor agrees to use its best efforts to obtain a Subordination, Non-disturbance and Attornment Agreement in the form attached as Exhibit D hereto.

(e) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties.

(f) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

(g) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

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

LESSOR:

By: Robert Berry

Name: Robert Berry

Date: 1-5-05

Tax ID.#: 454-43-4706

By: Angela Berry

Name: Angela Berry

Date: 1-5-05

Tax ID.#: 466 619701

LESSEE:

Capitol Towers, Ltd.,
a Texas Limited Partnership

By: Brian S. Theriault

Name: Brian S. Theriault, VP of Texas Tower
Service, Inc., as General Partner

Date: 1-7-05

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EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated January _____, 2005, by and between Robert Berry and wife, Angela Berry, as Lessor, and Capitol Towers, Ltd., a Texas limited partnership, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description) Tracts or Parcels of land, together with ingress and egress, out of Lots 1-5 inclusive, Block 1, Park Place Addition to the city of Stephenville, County of Erath, in the State of Texas, being more fully described in a Deed filed of record in Volume 1003, Page 478, of the Erath County Deed Records.

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EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated January ____, 2005, by and between Robert Berry and wife, Angela Berry, as Lessor, and Capitol Towers, Ltd., a Texas limited partnership, as Lessee.

The Premises are described and/or depicted as follows: 50 feet by 50 feet parcel, and to include ingress, egress and utility easements, out of the land described in Exhibit A. **THE ACTUAL PREMISES WILL BE DETERMINED BY A SURVEY AND APPROVED, IN WRITING, BY LESSOR AND LESSEE, AND ATTACHED HERETO AND MADE A PART HEREOF.**

A DRAWING WILL BE PREPARED FOR YOUR REVIEW AND ATTACHED FOR YOUR APPROVAL.

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

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EXHIBIT C

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to:

Cimarron Land Services, Inc.
928 Robtrice Court
Edmond, OK 73034
(405) 359-1681

This Memorandum of Agreement is entered into on this ____ day of _____, 2005, by and between Robert Berry and wife, Angela Berry, (hereinafter referred to as "Lessor") and Capitol Towers, Ltd., with offices at 2330 McKown Drive, Suite A, Norman, OK 73072, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Site Ground Lease Agreement ("Agreement") on the ____ day of January _____, 2005, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The term of the Agreement is for Five (5) years commencing not later than the 1st day of _____, 2005 or the start of construction, whichever first occurs ("Commencement Date"), and terminating on the fifth (5th) anniversary of the Commencement Date with five (5) successive Five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day of _____, 2005.

LESSOR:

By: Robert Berry

Name: Robert Berry

Date: 1/5/05

By: Angela Berry

Name: Angela Berry

Date: 1-5-05

LESSEE:

Capitol Towers, Ltd.,
a Texas limited partnership

By: Brian S. Theriault

Name: Brian S. Theriault, VP of Texas Tower Service, Inc., as General Partner

Title: Vice President

Date: 1-7-05

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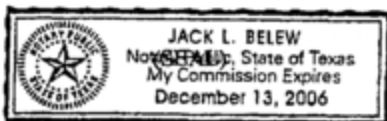
ACKNOWLEDGEMENTS

STATE OF TEXAS)

COUNTY OF ERATH)

On this 5th day of January, 2005, before me the undersigned Notary Public, personally appeared Robert Berry and wife, Angela Berry, to me known to be the identical persons who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.



Jack L. Belew

Notary Public in
And for the State of Texas

Commission expires: _____

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

On this 7th day of January, 2005, before me the undersigned Notary Public, personally appeared Brian S. Theriault, Vice President for Texas Tower Service, Inc., as General Partner of Capitol Towers, Ltd., a Texas Limited Partnership, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.



Brian Theriault

Notary Public in
and for the State of Oklahoma

Commission Number: 17144

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